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COMMONWEALTH OF MASSACHUSETTS

NORFOLK COUNTY, ss.

SUPERIOR COURT  
CIVIL ACTION NO. 2682cv00534

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

GM SKYLINE DRIVE APARTMENTS LLC,

Defendant.

**COMPLAINT**

**Introduction**

1. The Commonwealth of Massachusetts brings this civil enforcement action against the defendant, GM Skyline Drive Apartments LLC (“Defendant”), for violating the Antidiscrimination Law (G. L. c. 151B, §§ 4(4A), 4(6), and 4(7)) and the Consumer Protection Act (G. L. c. 93A, §2).

2. Defendant owns and operates an apartment complex in Braintree known as Skyline Drive Apartments. For years, Defendant has systematically operated Skyline Drive Apartments in an unfair and unlawful manner without regard for state housing and consumer protection laws.

3. Defendant has engaged in a pattern or practice of unlawfully denying and unreasonably delaying reasonable accommodations and modifications for tenants with disabilities.

4. Defendant has also taken, and threatened to take, discriminatory and retaliatory action against participants in a rental subsidy program for tenants with disabilities operated by the Department of Mental Health (“DMH”). Defendant took these actions after the Braintree Housing Authority (“BHA”) – which helps administer the program – attempted to hold

Defendant responsible for its chronic failure to maintain the Property in compliance with the State Sanitary Code.

5. The Commonwealth seeks injunctive relief, damages, civil penalties, costs, and attorney's fees.

### **Parties**

6. The Commonwealth is represented by and through its Attorney General, Andrea Joy Campbell, whose principal office is located at One Ashburton Place, Boston, Massachusetts. The Attorney General is authorized to bring this action by G. L. c. 151B, § 9, and G. L. c. 93A, § 4.

7. Defendant is a foreign limited liability company. Its principal office is 415 Cedar Bridge Avenue, Suite 8, Lakewood, New Jersey 08701. Defendant's principal place of business in Massachusetts is 100 Skyline Drive, Braintree, Massachusetts 02184.

8. Defendant owns and manages a 20-building residential rental apartment complex commonly referred to as Skyline Drive Apartments (hereinafter the "Property"), which is located at 100 Skyline Drive, Braintree, Massachusetts.

9. Defendant purchased the Property on or about December 28, 2018.

### **Jurisdiction and Venue**

10. The Court has jurisdiction over this action and the power to grant the relief requested under G. L. c. 151B, § 9, and G. L. c. 93A, § 4.

11. Venue is proper in Norfolk County pursuant to G. L. c. 151B, § 9, and G. L. c. 93A, § 4, because it is the county in which the unlawful and discriminatory conduct occurred and where the Defendant maintains a principal place of business in Massachusetts.

## Facts

### *Pattern or Practice of Discrimination on the Basis of Disability*

12. Defendant is engaged in a continuing pattern or practice of unlawful discrimination on the basis of disability.

13. Since taking ownership of the Property, Defendant has routinely and unlawfully denied and delayed providing reasonable accommodations<sup>1</sup> for tenants with disabilities.

14. Defendant has failed to implement effective policies and procedures at the Property to ensure that requests for reasonable accommodations are processed and granted as required by law.

15. Instead, Defendant has employed a haphazard process that results in unlawful delays and denials.

16. Defendant does not provide tenants at the property with clear or consistent instructions concerning how to request reasonable accommodations or how requests will be processed once submitted.

17. For this reason, tenants submit requests for reasonable accommodations in a variety of ways.

18. Defendant does not consistently document these requests - or its decisions regarding the requests, including any steps taken to implement approved requests.

19. Further, Defendant does not adequately supervise how staff handle these requests.

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<sup>1</sup> In the housing context, a reasonable modification is a physical change to a unit or common area that allows a person with a disability equal access. See Atty Gen.'s Guidance on Reasonable Accommodations in Housing available at <https://www.mass.gov/doc/rental-accommodations-guidance/download>. Whereas a reasonable accommodation is a "change, exception, or adjustment to a rule, policy, practice, or service." *Id.* For ease of reference, the Commonwealth will refer to both reasonable accommodations and reasonable modifications as "reasonable accommodations," except where the request is only for a physical modification.

20. When Defendant receives a request for reasonable accommodation, it usually ignores, dismisses, or summarily rejects the initial request.

21. In doing so, Defendant consistently disregards documents and other information that reliably establish that a tenant has a disability-related need for the requested accommodation.

22. In many cases, Defendant fails to identify or appreciate that the request for accommodation is subject to specific legal rules and requirements and is distinct from other types of tenant requests.

23. As a result, tenants are regularly forced to repeat requests for accommodations—frequently several times—before Defendant begins to consider their requests.

24. In situations where Defendant actually begins to process a request for accommodation, it typically unreasonably delays granting and implementing the accommodation. During these delays, Defendant does not effectively or reliably communicate with tenants concerning the status of their requests. Tenants are frequently left waiting in limbo for a year or more without cause or justification.

25. Defendant’s unreasonable delays in reviewing, granting, and implementing requests for reasonable accommodations constitute effective denials.

26. Without limiting the foregoing, the following examples of tenants’ experiences are illustrative of Defendant’s pattern or practice of discriminatory conduct.

*Karen LoPorto*

27. Karen LoPorto (“LoPorto”) is a tenant with a mobility impairment. In 2022, LoPorto requested that GM Skyline provide her with a wheelchair ramp; an automatic door opener; and an assigned, accessible parking space. Defendant unlawfully delayed providing the requested accommodations for more than a year.

28. LoPorto has lived at the Property for approximately 44 years. She has been at her current address for approximately 28 years.

29. LoPorto's unit is on the ground floor. The unit's front door is located in an interior hallway that is accessed from the front door of the building. The unit also has sliding doors to a balcony.

30. LoPorto has a mobility impairment: spastic paraplegia. LoPorto has used mobility aids, including crutches, for decades. She has used a wheelchair since prior to 2018 due to a knee injury.

31. LoPorto also has a vision impairment.

32. These impairments substantially limit her major life activities, including her ability to walk.

33. At all times relevant to this complaint, Defendant has known that LoPorto has a mobility impairment and uses a wheelchair.

34. In or around 2010, the prior owner of the Property had installed a ramp for LoPorto because of her disabilities (the "original ramp"). The original ramp was not located at LoPorto's building's front door; rather it was built off of her balcony. Over time, the original ramp deteriorated, and by January 2022, it was no longer safe for LoPorto to use.

35. In or around January 2022, the Town of Braintree's Department of Municipal Licenses and Inspections ("Braintree") inspected LoPorto's unit.

36. On January 31, 2022, following the inspection, Braintree cited Defendant for failure to maintain structural elements in violation of the State Sanitary Code, 105 Code Mass. Regs. § 410.500, due to the "inoperable cement [ ] ramp to exit from slider door to balcony with no ability to be able to turn chair" and the "broken gate to exit to wooden [ ] ramp." Braintree

ordered Defendant to “[e]ngage with a licensed contractor who understands [] accessibility” and begin necessary repairs within seven days.

37. On February 3, 2022, Braintree issued a second order to Defendant citing the balcony sliding doors, which “did not have a functional lock,” were off track, would not close, and had a torn and ripped screen as violations of 105 Code Mass. Regs. § 410.500. The second order required Defendant to begin repairs, including repairing or replacing the lock, replacing the screen, and fixing the track so the doors could open and close appropriately, within seven days.

38. On February 4, 2022, Braintree sent an accessibility assessment of LoPorto’s unit to Defendant. This assessment noted several conditions that were not in compliance with the Architectural Access Board’s regulations, see 521 Code Mass. Regs. § 26.00, including that there was a lack of accessible parking, that the original ramp to LoPorto’s unit was in disrepair, and that sliding doors were the primary accessible egress.

39. Defendant took no apparent action in response to the violations and accessibility assessment.

40. On June 13, 2022, LoPorto’s daughter emailed Defendant on behalf of LoPorto and requested an assigned, accessible parking spot and a functional ramp, explaining that LoPorto needed these things due to her physical limitations and use of a wheelchair.

41. LoPorto and her daughter also met with representatives of Defendant to discuss LoPorto’s requests for a ramp and an assigned, accessible parking spot.

42. Defendant did not take any apparent action in response to LoPorto’s requests.

43. As of August 2022, Defendant had not repaired the original ramp, installed a new ramp, or provided LoPorto with an assigned, accessible parking spot.

44. In September 2022, Defendant represented to LoPorto that it would be building a new ramp. However, Defendant did not install the ramp or implement the other requested reasonable accommodations in a timely manner.

45. When Defendant eventually determined that the new ramp would be located at the front door, rather than off the balcony, Defendant understood that LoPorto would need an automatic door opener to be installed at the front door.

46. Defendant did not have a ramp installed for LoPorto until about June 23, 2023. This was 508 days from the date of Braintree's first order to Defendant to address the original ramp and 375 days after LoPorto's daughter's email requesting a functional ramp as a reasonable accommodation.

47. Defendant did not have an automatic door opener installed for LoPorto until about June 23, 2023.

48. Defendant did not have an assigned, accessible parking spot for LoPorto until about August 29, 2023. This was 442 days after LoPorto's daughter's email requesting an assigned, accessible parking spot as a reasonable accommodation.

49. Before the new ramp was constructed, while the original ramp was in disrepair, LoPorto typically only left her unit when absolutely necessary, such as for medical appointments.

50. To leave her unit, LoPorto required the assistance of her daughter, who would physically move her legs up or down each step at the front entrance while LoPorto clung to the hand railing.

Dilcia Ruiz

51. Dilcia Ruiz (“Ruiz”) is a tenant who has severe environmental allergies. In 2022, Ruiz requested that Defendant remove the carpet from her apartment as a reasonable modification because it was affecting her ability to breathe and causing her to suffer from skin rashes. Defendant ignored and delayed implementing Ruiz’s request for nearly two years.

52. Ruiz has lived at the Property since approximately 2019.

53. Ruiz has a history of chronic respiratory and skin allergies, which she treats with medication and home therapies.

54. Ruiz’s allergies substantially limit her major life activities, including her breathing.

55. Ruiz’s allergies have worsened since moving to the Property. Among other issues, she has developed several rashes from contact with the carpet in her unit.

56. On or about April 21, 2022, following guidance from her primary care physician, Ruiz verbally requested that Defendant remove the carpet in her unit.

57. When making her request, Ruiz gave Defendant a note from her medical provider, Pedro Hernandez, N.P., of Harvard Street Neighborhood Health Center in Dorchester, which was dated April 20, 2022.

58. The provider’s note stated that Ruiz “has a chronic history of allergic rhinitis, treated with medication and home therapies. These interventions have not been effective in the setting of her environmental triggers, main of which is the carpet in her home.”

59. The provider’s note directly linked Ruiz’s allergies to the carpet and stated, “it is recommended that the carpet in her home be removed to prevent further worsening of her condition.”

60. Defendant did not respond, or take any apparent action in response, to Ruiz's request.

61. Then, suddenly and without any communication or explanation, on March 22, 2024, nearly two years after the date of Ruiz's initial request, Defendant removed the carpet from her apartment.

62. It took Defendant 701 days to respond to and grant Ruiz's request for a reasonable modification.

Anne Marie Curtis

63. Anne Marie Curtis ("Curtis") is a tenant with a mobility impairment. In 2022, as an accommodation of her disabilities, Curtis asked Defendant to provide her with a key to the locked, rear entrance to her building so that she would not have to walk as far from her accessible parking spot to her unit. Defendant refused to give Curtis a key for over two years.

64. Curtis has lived at the Property since around January 2021. Curtis is approximately 76 years old.

65. Curtis has spinal stenosis and issues with her heart. She has trouble walking and uses a cane.

66. Curtis's health conditions substantially limit major life activities, including her walking.

67. At all times relevant to this complaint, Defendant has known that Curtis has a mobility impairment and uses a cane.

68. Curtis's building has two means of egress: a front door and a back door, which is located in a laundry room.

69. When Curtis started living at the Property, she used her building key to enter and exit her building through the back door.

70. Using the back door was much easier for Curtis because it is closer to the parking lot and there are stairs with a railing leading up to the back door.

71. Approximately one year after Curtis moved in, Defendant changed the lock on the back door, which prevented Curtis from using it.

72. Due to her mobility impairment, it was very difficult for Curtis to use the front door to the building because it was a longer walk from the parking lot and had stairs without a railing.

73. Soon after Defendant changed the lock on the back door, Curtis verbally asked Defendant for a key, explaining that the back door was easier for her to use given her mobility impairment.

74. Defendant responded by telling Curtis that she could not have a key because, as a policy, they were no longer allowing tenants to use the back door to enter her building.

75. Defendant did not acknowledge that Curtis was requesting the key because of her disability or provide any further information or response.

76. Despite the initial denial, over the next two years, Curtis continued to regularly ask Defendant for a key to the back door because of her disability.

77. Defendant continued to refuse to give Curtis a key to the back door.

78. In the fall of 2024, Defendant changed the lock on the back door again and, without explanation, offered Curtis a key for the new lock.

Barbara King

79. Barbara King (“King”) is a tenant with a mobility impairment. In March 2023, King requested that Defendant provide her with an accessible shower as a reasonable modification. Defendant initially ignored King’s request and ultimately delayed providing her with the accessible shower until July 2024.

80. King has lived at the Property since 1996.

81. King is presently 64 years old.

82. King has difficulty walking and standing because of a back surgery she had in 2004. She has arthritis and has had knee and hip replacements. She had surgeries in 2022 and 2023 that made it increasingly difficult for her to get in and out of her bathtub.

83. King’s mobility impairments substantially limit her major life activities, including walking and bathing.

84. King’s apartment at the Property had a traditional bathtub/shower combination. After her surgeries in 2022 and 2023, she was unable to climb over the side of the tub as she could not lift her legs high enough.

85. On March 13, 2023, King verbally asked Defendant to install an accessible, walk-in shower for her unit because of her inability to lift her legs high enough to get over the side of the bathtub.

86. King also gave Defendant a note from her medical provider, Dr. Mary Ann Dakkak of Manet Community Health Center in North Quincy.

87. The doctor’s note stated that “[King] needs a walk-in shower/tub due to chronic leg/back issues that make ambulation difficult.”

88. Defendant did not respond, or take any apparent action in response, to King's reasonable modification request.

89. On or about April 2023, King called Defendant and spoke with Brianna, a staff person of Defendant's who works in the Property's office, about her request. Brianna told King that Defendant would need to get a bid from a contractor for the cost of the accessible, walk-in shower.

90. For approximately the next 15 months, Defendant did not communicate with King again regarding her request for an accessible shower.

91. Then, on July 23, 2024, a contractor showed up at King's unit and installed the accessible, walk-in shower in a single day.

92. In total, 498 days elapsed between King's request and Defendant's implementation of the modification.

93. During this time, King struggled to bathe while she waited for an accessible shower.

*Barbara Modist*

94. Barbara Modist ("Modist") is a tenant with a mobility impairment that prevents her from driving. In February 2025, as an accommodation based on her disability, Modist requested that Defendant provide her with guest parking passes for her personal care attendants who regularly visit the Property to assist her with activities of daily living, including bringing her groceries. Defendant initially denied the request in totality. After Modist repeatedly resubmitted the request, Defendant began providing her with short-term parking passes that must be renewed

on a weekly basis. Defendant has also ignored Modist's request for monthly passes without cause or justification.

95. Modist has lived at the Property for approximately 52 years.

96. Modist is presently 77 years old.

97. Modist has a mobility impairment related to issues with her spine, including stenosis. When Modist goes out, she uses a walker.

98. Modist no longer drives because of her back.

99. Modist also experiences anxiety and struggles to remember things.

100. Modist's mobility impairment, anxiety, and memory issues substantially limit major life activities, including her ability to walk and remember things.

101. Modist employs two Personal Care Attendants ("PCA") to assist her with activities of daily living. Among other things, Modist's PCAs do her grocery shopping and help her to bathe.

102. Until February 2025, Modist's PCAs were able to park in the parking lots near her building.

103. On or about February 24, 2025, Defendant instituted a new policy that required residents to register their car(s) with Defendant and obtain a resident parking pass in order to park on the Property (the "Parking Policy"). The Parking Policy requires that the resident own the vehicle and have it registered to their address at the Property.

104. Under the Parking Policy, visitor parking is restricted to a small number of spaces on a road that is a long way from Modist's building. There is no other public parking near Modist's building.

105. Modist does not own a car—because she no longer drives due to her disability—so she could not register a car with Defendant and obtain a resident parking pass.

106. Modist was immediately concerned about the Parking Policy because it meant that her PCAs could not park at or near her building.

107. Modist's PCAs told her that they were concerned about parking far away from her building and that they would not be willing to continue working for her unless they could park near her building.

108. After the Parking Policy was announced, Modist contacted Defendant and explained that she would like guest parking passes for her PCAs so that they could continue to park near her building when they came to the Property to assist her.

109. Defendant immediately informed Modist that, pursuant to the Parking Policy, it would not be providing guest parking passes.

110. Defendant did not acknowledge, or ask any questions concerning, Modist's disability-related need for the parking passes.

111. After Defendant denied her initial request, Modist obtained a letter from one of her medical providers explaining that she needed to have her PCAs park near her building. Modist gave the letter to Defendant on or about March 14, 2025.

112. Defendant ignored the request and letter and did not agree to give Modist guest parking passes until May 16, 2025. Between February and May, Modist's PCAs continued to park near her building and Modist would watch their cars from her living room to ensure that they did not get towed.

113. When Defendant finally agreed to provide guest parking passes to Modist, it insisted that the passes would only be valid for one week and that Modist would have to renew them weekly.

114. Defendant did not provide any explanation or justification for this limitation.

115. The idea of weekly renewals caused Modist increased anxiety. Among other things, she was worried that, because of her memory impairment, she would forget to renew the passes and that her PCAs would be unable to park near her building, which would cause them to quit.

116. In June 2025, Modist presented Defendant with another letter from one of her medical providers explaining that due to Modist's anxiety and memory issues, she needed the guest parking passes to be valid for at least 30 days.

117. To date, Defendant has not responded to Modist's June 2025 request that her guest parking passes be valid for at least 30 days. Defendant continues to require Modist to renew the guest parking passes on a weekly basis. This is an unreasonable delay and a constructive denial of Modist's request for reasonable accommodation.

118. As a result, for most of the last year, Modist has had to call the office at the Property every Thursday to request new guest parking passes and then have her neighbor walk to the office to retrieve them.

119. This process continues to cause Modist anxiety and distress, including because if she forgets to call the office at the Property each Thursday, she will not have passes over the weekend when the office is closed.

120. Since June 2025, Defendant has forgotten to issue the weekly guest parking passes to Modist at least three times.

Lorena Noonan

121. Lorena Noonan (“Noonan”) is a tenant with a brain injury, PTSD, and anxiety. Over the last several years, Defendant has ignored, denied, or delayed providing Noonan with several reasonable accommodations based on her disabilities. This includes: refusing to have female employees accompany male maintenance workers when they visit Noonan’s apartment in order to prevent her from experiencing anxiety related to her PTSD; failing to put knobs on her kitchen cabinets to make them easier for her to open; and refusing to provide her with a guest parking pass for her son, who acts as her aid, based upon the Parking Policy.

122. Noonan has lived at the Property for more than 27 years.

123. Noonan is presently 60 years old.

124. Noonan has a brain injury, post-traumatic stress disorder, and anxiety.

125. Noonan has had a brain aneurism and had to undergo significant rehabilitation.

126. One of the symptoms of Noonan’s disabilities is that she has a headache “all the time.”

127. Noonan also has memory issues.

128. Noonan’s physical conditions manifest in difficulty standing, lack of fine motor skills, and occasional stroke-like symptoms on one side of her body as well as difficulty communicating.

129. Noonan’s conditions substantially limit major life activities, including standing, using her hands, talking, and interacting with others.

130. Noonan relies on her son to assist her with activities of daily living. Her son lived with her after she had the brain aneurism. While her son no longer lives with her, he still

visits Noonan multiple times a week to fix items in the apartment; bring her necessities, such as groceries; and take her places, including to her doctor's appointments.

131. At all times relevant to this complaint, Defendant knew, or should have known about Noonan's disabilities, including because of her history of making requests for reasonable accommodations at the Property. Defendant also knew that Noonan's son acts in an assistance capacity to help her with the above-referenced activities due to her disabilities.

*Noonan's Request for An Accommodation to the Parking Policy*

132. When Defendant announced the Parking Policy in February 2025, Noonan was immediately concerned that her son would no longer be able to park near her building.

133. Noonan's son indicated to her that, because the Parking Policy would make visiting the Property much more time-consuming and burdensome, he would not be able to do so as frequently without a parking pass.

134. In early March 2025, Noonan went to the office at the Property and asked Defendant if she could have a guest parking pass for her son.

135. Defendant immediately told Noonan that she could not have a guest parking pass.

136. Noonan is neighbors with Modist (discussed above) – who was experiencing similar problems at the same time.

137. Because of Noonan's difficulties communicating, Modist took over advocating with Defendant to get both Noonan and Modist guest parking passes.

138. Defendant did not give Noonan a guest parking pass until May 16, 2025.

139. When Defendant finally agreed to provide Noonan with a guest parking pass, it insisted that the pass would only be valid for one week and would have to be renewed weekly.

140. The idea of weekly renewals caused Noonan increased anxiety. Among other things, she was worried that she would forget to renew the passes and would not have passes over the weekend when the office is closed.

141. To date, because it is easier for Modist to speak with Defendant's staff, Modist has handled calling the office to get the guest parking passes renewed on a weekly basis. And, because it is easier for Noonan to walk to the office, Noonan has been responsible for picking up the passes from the office.

142. For most of the last year, Modist has had to call every Thursday to request new guest parking passes and then Noonan has had to walk to the office to retrieve them. Having to do this, creates anxiety for both Modist and Noonan.

143. Since June 2025, Defendant has forgotten to issue the parking pass to Noonan at least three times.

144. At least three times since June 2025, Defendant has given Noonan a parking pass with incorrect dates. When this occurs on a Friday, Noonan is forced to wait until Monday to correct the issue.

145. Without a guest parking pass, Noonan's son visited less because he was worried about getting towed if he parked at Noonan's building and parking far away from Noonan's unit meant that his visits were more time consuming and burdensome.

*Noonan's Request for Modifications to Her Cabinets*

146. For years, Noonan has had difficulty opening the cabinets in her kitchen due to her physical disabilities.

147. Beginning in or about 2023 and continuing thereafter, Noonan has repeatedly requested that Defendant install knobs on her kitchen cabinets in order to make it easier for her to open and close the cabinets.

148. Defendant has ignored, and taken no apparent action in response to, Noonan's requests for knobs on her kitchen cabinets.

*Noonan's Request for Changes to Defendant's Maintenance Practices*

149. Since at least 2024, Noonan has also requested that Defendant have a female employee escort the maintenance man when he comes into her unit because of her PTSD.

150. Noonan made a similar request to the former owner of the Property. The former owner of the Property had granted the request.

151. Defendant is aware that the prior owner provided Noonan with this reasonable accommodation.

152. Defendant, however, has ignored Noonan's request and continues to send maintenance men to her unit at all times without notification and without a female escort.

153. Defendant's refusal to grant Noonan's request regarding maintenance visits to her unit has caused Noonan to suffer from panic attacks.

**Discrimination Against Tenants Based on Rental Assistance Program Requirements**

154. Defendant has also unfairly discriminated and retaliated against tenants because of their participation in a public rental subsidy program.

155. Since at least 2021, units at the Property have been leased in association with a rental subsidy program operated by the Department of Mental Health.

156. In connection with this program, Defendant is required to maintain the Property in good condition consistent with the State Sanitary Code.

157. Defendant has chronically failed to comply with this requirement.

158. As a result, in 2022, BHA, which is an administering agency in the DMH rental subsidy program, began to exercise its right to withhold subsidy payments from Defendant.

159. Defendant responded by informing a service provider associated with the DMH rental subsidy program that it would not permit subsidy recipients to move into the Property.

160. Defendant subsequently prevented at least one subsidized tenant from moving into the Property.

*The Department of Mental Health Rental Subsidy Program*

161. DMH operates a rental subsidy program (the “DMH-RSP”) that assists low-income persons who receive DMH services. Individuals who receive DMH services have a disability.

162. The DMH-RSP involves administering agencies, including local housing authorities, that inspect units involved in the program and make subsidy payments to property owners, as well as social services providers that provide services to individuals that are part of the DMH-RSP.

163. The DMH-RSP requires the participating administering agency, tenant, and property owner to enter into certain contracts when a unit is rented using the subsidy.

164. Under the DMH-RSP, a service provider can rent a unit as the tenant and place individuals who receive DMH services as well as the subsidy in the unit.

*Defendant Participates in the DMH-RSP*

165. Over the last several years, multiple units at the Property have been part of the DMH-RSP.

166. In July 2021, Defendant entered into DMH-RSP contracts with BHA (an administering agency) and a company called Vinfen (a DMH service provider) in connection with 57 Skyline Drive, Unit 3.

167. The contracts Defendant entered into included a Voucher Payment Contract and a Lease Addendum.

168. The Voucher Payment Contract for 57 Skyline Drive, Unit 3, which was between Defendant and BHA, included, among others, the following provisions:

- a. Defendant would provide decent, safe, and sanitary housing that was in compliance with the State Sanitary Code;
- b. BHA would pay Defendant rental subsidies on behalf of DMH-RSP participants;
- c. Vinfen would be the tenant and was authorized to place DMH-RSP participants (“clients”) in the unit (the “contract unit”);
- d. The Voucher Payment Contract would automatically extend annually, upon the same terms and conditions, unless Defendant or Vinfen provided the other party and BHA with written notice at least sixty days in advance of the Voucher Payment Contract’s anniversary date; and
- e. BHA would terminate DMH-RSP subsidy payments to Defendant if, after BHA notified Defendant of a contract breach, Defendant failed to take corrective action in the time provided in the notice from BHA.

169. The Lease Addendum for 57 Skyline Drive, Unit 3, which was between Defendant and Vinfen, included, among others, the following provisions:

- a. The contract unit was to be occupied by clients that Vinfen selected and to whom Vinfen provided residential services;

- b. Vinfen would continue to “occupy” the contract unit so long as “rental assistance remained available for the next client” unless written notice was given;
- c. BHA could terminate, suspend, or reduce the rent it paid to Defendant if Defendant failed to maintain the contract unit and premises in safe and sanitary condition;
- d. BHA’s failure to pay Defendant rental subsidy amounts in accordance with the Voucher Payment Contract would not constitute a violation of the Lease Addendum, and Defendant could not terminate Vinfen’s tenancy based on BHA’s nonpayment of the rental subsidy amount while the Voucher Payment Contract remained in effect; and
- e. The Lease Addendum would automatically renew annually unless otherwise terminated in writing by Defendant or Vinfen at least sixty days prior to the Lease Addendum’s anniversary date.

*BHA Withholds Subsidy Payments Based on Unlawful Conditions at the Property*

170. As further described below, in 2022, BHA notified Defendant that it planned to begin withholding DMH-RSP subsidy payments based upon unlawful conditions at the Property.

171. As of that time, there were longstanding State Sanitary Code violations at the Property that posed serious risks to the safety, health, and well-being of residents, occupants, abutters, and first-responders. Some of the violations included, for example, that multiple units lacked functioning heating systems and locking mechanisms to prevent unlawful entry.

172. In September 2017, the Attorney General’s Office commenced a receivership action in Quincy District Court against the then-owner of the Property based upon these

conditions. The action continued until September 2025, when the Quincy District Court allowed the Office Attorney General's motion to voluntarily dismiss its petition.

173. In 2018, Defendant succeeded the former owner of the Property in the receivership action when it purchased the property.

174. In or around April 2022, BHA notified Defendant that, beginning on June 1, 2022, it planned to withhold DMH-RSP payments for units that the Braintree Board of Health had determined, following inspections, were non-compliant with the State Sanitary Code.

175. In May 2022, as part of the receivership action, Defendant and the Attorney General's Office entered an agreement under which Defendant would correct critical State Sanitary Code violations throughout apartment complex by May 23, 2022, and non-critical violations by June 24, 2022.

176. Based on the agreement, on May 23, 2022, Defendant made a request to BHA that it not move forward with the rent abatements BHA had planned to begin on June 1, 2022.

177. BHA agreed to not move forward with rent abatements on June 1, 2022, but indicated that it would move ahead with abatements on June 25, 2022, for any units that did not pass reinspection by the Braintree Board of Health by that time.

178. Defendant failed to correct the violations by the agreed upon dates.

179. In August 2022, BHA issued a notice to Defendant that it would begin rent abatements on October 1, 2022, on all units that remained non-compliant with the State Sanitary Code.

180. In October 2022, BHA began rent abatements on numerous units, which continued until Defendant corrected outstanding violations and the units passed reinspection.

181. BHA's rent abatements continued through at least November 30, 2023.

*Defendant Engages in Discrimination*

182. In November 2023, a licensed clinical social worker with Vinfen, Kayla Wilson (“Wilson”), spoke with Ludy Noel (“Noel”), an employee of Defendant’s who works in the office at the Property, about a Vinfen client vacating the contract unit and another client moving into the contract unit.

183. Noel informed Wilson that Defendant had converted the contract unit’s lease term from one year to month-to-month; that Defendant would not work with tenants affiliated with BHA because of the rental subsidy payments BHA owed to Defendant; that BHA owed Defendant \$17,000; and that Defendant would not allow Vinfen to move the next client into the contract unit.

184. One week after the initial phone call, Wilson spoke with Noel again, and Noel reiterated that Vinfen could not move another client into the contract unit, but the reasons she gave were because the lease for the contract unit was expired and Vinfen did not provide sixty days’ notice that it was vacating the unit, as required under the Lease Addendum.

185. Under the terms of the Voucher Payment Contract and the Lease Addendum: (a) Defendant had no authority to unilaterally, and without notice, modify the terms of the contracts or to block Vinfen from moving another client into the contract unit; (b) Vinfen’s lease for the contract unit had not expired at the time Noel claimed it had; and (c) Vinfen was not required to provide sixty days’ notice to move another client into the contract unit.

186. As a result of Defendant’s actions, a client of Vinfen’s, who received the rental subsidy, could not be placed in housing at the Property.

## CLAIMS

### Count I: Violations of the Massachusetts Consumer Protection Act (G. L. c. 93A, § 2)

187. The Commonwealth realleges and incorporates the preceding paragraphs.
188. Defendant is a “person” as that term is defined in G. L. c. 93A, § 1.
189. Defendant is engaged in trade or commerce as defined in G. L. c. 93A, § 1.
190. Defendant has systematically operated the Property in an unfair and unlawful manner without regard for state housing and consumer protection laws in violation of G. L. c. 93A, § 2, including, without limitation, the following:
- a. Engaging in a pattern or practice of unlawful discriminatory treatment of tenants based on their disability, including by ignoring and/or denying requests for reasonable accommodation, unreasonably delaying consideration of requests for reasonable accommodation, and/or unreasonably delaying implementing approved requests for reasonable accommodation, which pattern and practice is demonstrated by LoPorto’s, Ruiz’s, Curtis’s, King’s, Modist’s, and Noonan’s stories;
  - b. Taking and/or threatening to take discriminatory and retaliatory action against BHA, and affiliated tenants, because BHA withheld and/or abated rent on subsidized units that were chronically maintained in a condition that violated the State Sanitary Code and DMH-RSP requirements; and
  - c. Refusing to allow Vinfen to move a client into the contract unit because BHA withheld and/or abated rent on subsidized units that were chronically maintained in a condition that violated the State Sanitary Code and DMH-RSP requirements.

191. Tenants denied reasonable accommodation requests were injured by Defendant's unlawful conduct and suffered damages, including, but not limited to economic harm, as a result of Defendant's actions.

192. As a result of Defendant's actions, at least one DMH-RSP recipient could not be placed in housing at the Property.

193. On May 1, 2026, the Attorney General provided Defendant with the notice required by G. L. c. 93A, § 4, of its intention to bring an action under the Consumer Protection Act.

**Count II: Violation of the Massachusetts Antidiscrimination Law Based on Engaging in a Pattern or Practice of Discrimination on the Basis of Disability**  
**(G. L. c. 151B, §§ 4(6) and 4(7A))**

194. The Commonwealth realleges and reincorporates the preceding paragraphs.

195. Defendant is the owner of a residential multiple dwelling or contiguously located housing accommodations as those terms are used and defined in G. L. c. 151B, §§ 1(11), 1(12), 4(6) and 4(7A).

196. Defendant is engaged in a continuing pattern or practice of discrimination against tenants with disabilities<sup>2</sup> as those terms are used and defined in G. L. c. 151B, §§ 1(17), 1(19), 4(6) and 4(7A). These tenants include, but are not limited to, LoPorto, Ruiz, Curtis, King, Modist, and Noonan.

197. Defendant has systematically and pervasively discriminated against tenants with disabilities by engaging in conduct that includes: ignoring and/or denying requests for reasonable accommodations that it knew, or should have known, were necessary to provide tenants with disabilities an equal opportunity to use and enjoy their apartments; unreasonably delaying

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<sup>2</sup> The statute uses the word "handicap." This word is currently considered out of date and often regarded as derogatory. Accordingly, the Commonwealth will substitute the word "disability."

consideration of such requests for reasonable accommodations; and/or unreasonably delaying implementing approved requests for reasonable accommodations.

198. As a result of Defendant's unlawful conduct LoPorto, Ruiz, Curtis, King, Modist, Noonan, and other tenants with disabilities have suffered damages, including emotional distress.

**Count III: Interference With Secured Rights**  
**(G. L. c. 151B, § 4(4A))**

199. The Commonwealth realleges and incorporates the preceding paragraphs.

200. Defendant is a person as that term is used and defined in G. L. c. 151B, § 1(1) and 4(4A).

201. Defendant is engaged in a pattern or practice of discrimination that interferes with tenants' rights to reasonable accommodation, which right is protected by G. L. c. 151B, §§ 4(6) and 4(7A).

**Count IV: Violation of the Massachusetts Antidiscrimination Law on Behalf of**  
**Barbara Modist**  
**(G. L. c. 151B, §§ 4(6) and (7A))**

202. The Property is a multiple dwelling or contiguously located housing subject to G. L. c. 151B, §§ 4(6) and 4(7A).

203. Defendant owns and manages the Property.

204. Modist is an individual with a disability as defined by G. L. c. 151B, §§ 1(17) and 1(19).

205. Defendant knew or should have known about Modist's disability and need for a reasonable accommodation when she requested a reasonable accommodation in or around March 2025.

206. Modist's request for guest parking passes for her PCAs was not a fundamental alteration, nor did it impose an undue burden on Defendant.

207. Defendant discriminated against Modist based upon her disability in violation of G. L. c. 151B, §§ 4(6) and 4(7A), by unreasonably delaying its response to her first reasonable accommodation request in or around March 2025 and then, not granting her request in full and instead requiring her to essentially resubmit her request for reasonable accommodation weekly, which is unduly burdensome.

208. Following its response to her first request for reasonable accommodation, Defendant was made aware of Modist's disability-related need for guest parking passes that were valid for a longer period of time when Modist submitted her second request for a reasonable accommodation along with a doctor's note.

209. Defendant effectively denied Modist's second request for reasonable accommodation by failing to even respond to her and continuing to require her to renew her request for guest parking passes every week.

**Count V: Violation of the Massachusetts Antidiscrimination Law on Behalf of  
Lorena Noonan**  
**(G. L. c. 151B, §§ 4(6) and (7A))**

210. The Commonwealth realleges and incorporates the preceding paragraphs.

211. The Property is a multiple dwelling or contiguously located housing subject to G. L. c. 151B, §§ 4(6) and 4(7A).

212. Defendant owns and manages the Property.

213. Noonan is an individual with a disability as defined by G. L. c. 151B, §§ 1(17) and 1(19).

214. Defendant knew or should have known of Noonan's disability and need for a reasonable accommodation when she requested a reasonable accommodation in or around March 2025.

215. Noonan's request for a guest parking pass for her son was not a fundamental alteration, nor did it impose an undue burden on Defendant.

216. Defendant discriminated against the Modist based upon her disability in violation of G. L. c. 151B, §§ 4(6) and 4(7A), by unreasonably delaying its response to her reasonable accommodation request in or around March 2025 and then, not granting her request in full and instead requiring her to essentially renew her request for reasonable accommodation weekly, which is unduly burdensome.

217. Additionally, Defendant constructively denied Noonan's request for knobs on her kitchen cabinets by failing to even respond to her request.

218. Further, Defendant also failed to implement Noonan's allowed request to have a female accompany the maintenance man during visits to her apartment.

### **Request for Relief**

WHEREFORE, the Commonwealth respectfully requests that the Court:

- A. Award the Commonwealth damages, costs, and attorney's fees;
- B. Award compensatory and punitive damages to the individual victims of discrimination identified at trial;
- C. Award civil penalties of up to \$5,000.00 for each of the Defendant's unfair or deceptive acts or practices as determined by this Court;
- D. Enjoin Defendant from engaging in conduct that violates the Antidiscrimination Law (G. L. c. 151B, §§ 4 and 4(7A));
- E. Enjoin Defendant from engaging in conduct that violates the Massachusetts Consumer Protection Act (G. L. c. 93A); and
- F. Grant such other relief as the Court may determine is appropriate or necessary.

**PLAINTIFF REQUESTS A JURY TRIAL**

Respectfully submitted,

COMMONWEALTH OF MASSACHUSETTS  
ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

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