

CIVIL ACTION COVER SHEET		DOCKET NUMBER	Massachusetts Trial Court Superior Court		
		COUNTY <u>Suffolk Superior Court</u>			
Plaintiff <u>Commonwealth of Massachusetts</u>			Defendant: <u>Green Ocean Property Management, LLC</u>		
ADDRESS: <u>Massachusetts Office of the Attorney General</u>			ADDRESS: <u>Attn: Jarrett Lau</u>		
<u>One Ashburton Place, 18th Floor</u>			<u>268 Centre Street</u>		
<u>Boston, MA 02108</u>			<u>Newton, MA 02458</u>		
Plaintiff Attorney: <u>Eric P. Carnevale, Assistant Attorney General</u>			Defendant Attorney: <u>Scott Carman</u>		
ADDRESS: <u>Massachusetts Office of the Attorney General</u>			ADDRESS: <u>Krems, Jackowitz & Carman, LLP</u>		
<u>One Ashburton Place, 18th Floor</u>			<u>80 Blanchard Rd., Ste 101</u>		
<u>Boston, MA 02108</u>			<u>Burlington, MA 01803</u>		
BBO: <u>677210</u>			BBO: <u>672469</u>		
TYPE OF ACTION AND TRACK DESIGNATION (see instructions section on next page)					
CODE NO. <u>AE1</u>	TYPE OF ACTION (specify) <u>Assurance of Discontinuance, c. 93A § 5</u>	TRACK <u>n/a settled</u>	HAS A JURY CLAIM BEEN MADE? ☐ YES ☒ NO		
*If "Other" please describe: <u>No action needed, mark "settled"</u>					
Is there a claim under G.L. c. 93A? ☒ YES ☐ NO Is there a class action under Mass. R. Civ. P. 23? ☐ YES ☒ NO					
STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A					
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. (Note to plaintiff: for this form, do not state double or treble damages; indicate single damages only.)					
TORT CLAIMS					
A. Documented medical expenses to date					
1. Total hospital expenses _____					
2. Total doctor expenses _____					
3. Total chiropractic expenses _____					
4. Total physical therapy expenses _____					
5. Total other expenses (describe below) _____					
Subtotal (1-5): <u>\$0.00</u>					
B. Documented lost wages and compensation to date _____					
C. Documented property damages to date _____					
D. Reasonably anticipated future medical and hospital expenses _____					
E. Reasonably anticipated lost wages _____					
F. Other documented items of damages (describe below) _____					
TOTAL (A-F): <u>\$0.00</u>					
G. Briefly describe plaintiff's injury, including the nature and extent of the injury: _____					
CONTRACT CLAIMS					
☐ This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).					
Item #	Detailed Description of Each Claim				Amount
1.					
Total					
Signature of Attorney/Self-Represented Plaintiff: X <u>Eric Carnevale</u> Date: <u>July 28, 2026</u>					
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court. _____					
CERTIFICATION UNDER S.J.C. RULE 1:18(5)					
I hereby certify that I have complied with requirements of Rule 5 of Supreme Judicial Court Rule 1:18: Uniform Rules on Dispute Resolution, requiring that I inform my clients about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.					
Signature of Attorney: X <u>Eric Carnevale</u> Date: <u>July 28, 2026</u>					

CIVIL ACTION COVER SHEET INSTRUCTIONS — SELECT A CATEGORY THAT BEST DESCRIBES YOUR CASE*

AC Actions Involving the State/Municipality†

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
 AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)
 A02 Goods Sold and Delivered (F)
 A03 Commercial Paper (F)
 A04 Employment Contract (F)
 A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)
 A06 Insurance Contract (F)
 A08 Sale or Lease of Real Estate (F)
 A12 Construction Dispute (A)
 A14 Interpleader (F)
 BA1 Governance, Conduct, Internal Affairs of Entities (A)
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
 BB1 Shareholder Derivative (A)
 BB2 Securities Transactions (A)
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
 BD1 Intellectual Property (A)
 BD2 Proprietary Information or Trade Secrets (A)
 BG1 Financial Institutions/Funds (A)
 BH1 Violation of Antitrust or Trade Regulation Laws (A)
 A99 Other Contract/Business Action - Specify (F)

* See Superior Court Standing Order 1-88 for an explanation of the tracking deadlines for each track designation: F, A, and X. On this page, the track designation for each case type is noted in parentheses.

† Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

‡ Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

- D01 Specific Performance of a Contract (A)
 D02 Reach and Apply (F)
 D03 Injunction (F)
 D04 Reform/ Cancel Instrument (F)
 D05 Equitable Replevin (F)
 D06 Contribution or Indemnification (F)
 D07 Imposition of a Trust (A)
 D08 Minority Shareholder's Suit (A)
 D09 Interference in Contractual Relationship (F)
 D10 Accounting (A)
 D11 Enforcement of Restrictive Covenant (F)
 D12 Dissolution of a Partnership (F)
 D13 Declaratory Judgment, G.L. c. 231A (A)
 D14 Dissolution of a Corporation (F)
 D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party ‡

- PA1 Contract Action involving an Incarcerated Party (A)
 PB1 Tortious Action involving an Incarcerated Party (A)
 PC1 Real Property Action involving an Incarcerated Party (F)
 PD1 Equity Action involving an Incarcerated Party (F)
 PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
 B04 Other Negligence - Personal Injury/Property Damage (F)
 B05 Products Liability (A)
 B06 Malpractice - Medical (A)
 B07 Malpractice - Other (A)
 B08 Wrongful Death - Non-medical (A)
 B15 Defamation (A)
 B19 Asbestos (A)
 B20 Personal Injury - Slip & Fall (F)
 B21 Environmental (F)
 B22 Employment Discrimination (F)
 BE1 Fraud, Business Torts, etc. (A)
 B99 Other Tortious Action (F)

RP Summary Process (Real Property)

- S01 Summary Process - Residential (X)
 S02 Summary Process - Commercial/ Non-residential (F)

RP Real Property

- C01 Land Taking (F)
 C02 Zoning Appeal, G.L. c. 40A (F)
 C03 Dispute Concerning Title (F)
 C04 Foreclosure of a Mortgage (X)
 C05 Condominium Lien & Charges (X)
 C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)
 E97 Prisoner Habeas Corpus (X)
 E22 Lottery Assignment, G.L. c. 10, § 28 (X)

AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)
 E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)
 E03 Certiorari Action, G.L. c. 249, § 4 (X)
 E05 Confirmation of Arbitration Awards (X)
 E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)
 E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)
 E08 Appointment of a Receiver (X)
 E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)
 E10 Summary Process Appeal (X)
 E11 Worker's Compensation (X)
 E16 Auto Surcharge Appeal (X)
 E17 Civil Rights Act, G.L. c.12, § 11H (A)
 E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)
 E94 Forfeiture, G.L. c. 265, § 56 (X)
 E95 Forfeiture, G.L. c. 94C, § 47 (F)
 E99 Other Administrative Action (X)
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)
 Z02 Appeal Bond Denial (X)

SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)
 E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)
 E27 Minor Seeking Consent, G.L. c.112, § 12S(X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	☒ YES ☐ NO

STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF — On the face of the Civil Action Cover Sheet (or on attached additional sheets, if necessary), the plaintiff shall state the facts on which the plaintiff relies to determine money damages. A copy of the completed Civil Action Cover Sheet, including the statement concerning damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

DUTY OF THE DEFENDANT — If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with the defendant's answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
IF THIS COVER SHEET IS NOT FILLED OUT THOROUGHLY AND
ACCURATELY, THE CASE MAY BE DISMISSED.**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION NO

RECEIVED

JUL 28 2026

SUPERIOR COURT - CIVIL
JOHN E. POWERS, III
CLERK MAGISTRATE

In re Green Ocean Property Management, LLC

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

Pursuant to Massachusetts General Laws chapter 93A, § 5, Green Ocean Property Management, LLC ("Green Ocean") hereby offers this Assurance of Discontinuance ("Assurance") in lieu of litigation, and the Commonwealth of Massachusetts, by and through the Office of Attorney General Andrea Joy Campbell ("AGO"), (collectively, the "Parties") hereby agrees to accept it on the terms and conditions contained herein.

I. INTRODUCTION

1. Green Ocean is a Massachusetts limited liability corporation with a principal place of business 268 Centre Street, Newton, MA 02458. Green Ocean manages rental properties in Massachusetts on behalf of third-party real estate owners.

2. Pursuant to G.L. c. 93A, § 6, the AGO conducted an investigation into Green Ocean's compliance with Massachusetts landlord-tenant laws in its leasing and management of Massachusetts residential properties.

3. Based on the investigation and as further described below, the AGO alleges that Green Ocean violated G.L. c. 93A, § 2, and regulations promulgated thereunder, 940 CMR 3.17(4), by charging fees to Tenants that are prohibited by Massachusetts law, failing to adequately disclose the true cost of an apartment by disguising rental charges as a fee, using leases with terms contrary to Massachusetts law, failing to comply with the Massachusetts

Submetering Statute, and engaging in illegal practices connected with lease termination and eviction.

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

5. Green Ocean has executed this Assurance to solely resolve claims and legal theories that it disputes and, by signing this Assurance, Green Ocean does not admit to having engaged in any wrongdoing and continues to deny that it committed any legal violations.

II. DEFINITIONS

6. The following definitions shall apply wherever the defined terms are used within this Assurance:

a. **"Covered Conduct"** means those acts or practices alleged in Section III, below, in connection with Green Ocean's Property Management business.

b. **"Effective Date"** means the date that this Assurance is filed in Suffolk Superior Court.

c. **"Green Ocean"** refers to Green Ocean Property Management LLC, Blue Ocean Property Management LLC, Kunevich & Lau Property Management LLC, and all predecessors in interest, successors in interest, parent corporations, holding companies, subdivisions, subsidiaries, affiliated entities, officers, and its managers and members.

d. **"Related Entity"** refers to any corporation, subsidiary, D/b/a, or natural person who shares a common ownership or management with Green Ocean, including but not limited to JSL Finance, LLC, Kunevich and Lau Construction and Development, Inc., Office Admin Help, LLC, The Cabinet Consultants, LLC, VJ RE LLC, Profitable Properties Boston, LLC, SJV, LLC, and Perfect Price Plumbing, LLC.

e. **"Relevant Time Period"** means the period of time from May 23, 2020 to the Effective Date.

f. **"Tenant"** means (a) a person who has entered into an oral or written lease or rental agreement with the owner of a residential property that is managed by Green Ocean or (b) a person who remains on the premises of a residential property that is managed by Green Ocean after such person's tenancy has terminated or after the expiration of such person's lease, and is otherwise consistent with definition of "Tenant" set forth in G.L. c. 186, § 23.

III. ALLEGATIONS

7. The AGO specifically alleges the following:

8. During the Relevant Time Period, Green Ocean Property Management has acted as a property manager for roughly 350 units of housing in Massachusetts. As the entity that managed, controlled, or customarily accepted rent on behalf of the owner, Green Ocean Property Management is an "Owner" as the term is defined by 940 CMR 3.01 and used in 940 CMR 3.17.

A. **Compliance with the Security Deposit Statute, G.L. c. 186 § 15B**

9. Massachusetts law places strict limits on the nature and amount of fees that landlords may charge Tenants at or prior to the beginning of a tenancy. Specifically, the Security Deposit Statute provides that a lessor may not require a Tenant to pay any amounts in excess of the following:

- First month's rent;
- Last month's rent calculated at the same rate as the first month;
- A security deposit not greater than one month's rent; and
- The purchase and installation cost for a key and lock.

G.L. c. 186, § 15B(1)(a). Pursuant to 940 CMR 3.17(4)(a), it is an unfair or deceptive act or practice for an owner, including a property manager, to require a Tenant or prospective Tenant to

pay any amount in excess of these permitted amounts.

10. The Security Deposit Statute also provides that, subsequent to the commencement of a tenancy, a landlord may not demand rent in advance in excess of the current month's rent or a security deposit in excess of the amount allowed by that statute. G.L. c. § 15B(1)(d).

11. The AGO alleges that Green Ocean violated G.L. c. 186 § 15B(1)(b), G.L. c. 93A § 2, and associated regulations 940 CMR 3.17(4)(a) and (4)(k), by routinely requiring Tenants to pay pre-tenancy fees exceeding those permitted by statute. This included fees of \$250 to \$500 for executing a new lease, sometimes called "new lease fees" or "lease renewal fees," fees to move in to leased premises sometimes referred to as "move-in," "priority move-in," or "lockbox move-in" fees, and fees of \$250 to \$500 for seeking to add a Tenant to a lease or substitute one Tenant for another during the lease renewal process.

12. Additionally, the AGO alleges that Green Ocean violated G.L. c. 186 § 15B(1)(b), G.L. c. 93A § 2, and associated regulations 940 CMR 3.17(4)(a) and (4)(k), by requiring Tenants or prospective Tenants to pay broker fees at or prior to the commencement of a tenancy.

13. The AGO also alleges that Green Ocean violated G.L. c. 186, § 15B(1)(d), G.L. c. 93A § 2, and associated regulations 940 CMR 3.17(4)(a) and (4)(k), by charging rent for the final month of the lease at a higher daily rate than for the first month of the lease. This occurred when Green Ocean collected a full "last month's rent" in connection with a lease that included only a partial final month or when the true rent for the final month was higher due to mandatory "move out" fees.

B. Compliance with G.L. c. 93A, § 2 Regarding Mandatory Monthly Fees

14. Advertising a property for lease with a stated monthly rent that fails to include all charges for the use of the property that are mandatory or not reasonably avoidable by an ordinary consumer is a deceptive act or practice pursuant to G.L. c. 93A, § 2.

15. The AGO alleges that Green Ocean violated G.L. c. 93A § 2 by charging Tenants mandatory monthly fees of up to \$42 in the form of a “Resident Benefits Package,” the amount of which was not disclosed or incorporated into Green Ocean’s advertised rental rates. The AGO alleges that until 2023 this fee could be waived for a \$50 fee, after which Green Ocean made the fee mandatory for all Tenants. The AGO alleges that this charge is properly considered additional monthly rent and that it is an unfair or deceptive practice to market a property in a manner that understates the true monthly cost.

C. Compliance with the Security Deposit Statute, G.L. c. 186 § 15B, and G.L. 93A § 2 Regarding Penalties

16. Pursuant to 940 CMR 3.17(6)(c), it is an unfair or deceptive act or practice to retain as damages for a Tenant’s breach of a lease any amount which exceeds the damages to which the owner is entitled under the law *or* an amount the parties have otherwise agreed as to the amounts of the damages. The AGO alleges that Green Ocean charged Tenants seeking early termination of a lease *both* a “lease break fee” *and* actual damages to which Green Ocean would be entitled in violation of this regulation and G.L. c. 93A, § 2.

17. The AGO also alleges that Green Ocean violated G.L. c. 186 § 15B(1)(b), G.L. c. 93A § 2, and associated regulations 940 CMR 3.17(3)(a)(3) utilized a lease that included a “holdover fee” of \$200 for every 6-hour period, without bound, in addition to Green Ocean’s alleged actual damages such as lost rent, cleaning fees and reletting fees. The AGO alleges that clause violates G.L. c. 93A, § 2.

D. Compliance with the Security Deposit Statute, G.L. c. 186, § 15B, and G.L. 93A § 2, and Related Statutes Regarding Lease Enforcement

18. The AGO alleges that Green Ocean violated G.L. c. 186 § 15B(c), G.L. c. 93A § 2, and associated regulation 940 CMR 3.17(3)(a)(3), by charging Tenants constable charges,

office charges, and other penalties related to delinquent rent prior to thirty days after such rent was due.

19. The AGO also alleges that Green Ocean violated G.L. c. 93A, § 2 by charging Tenants, or including terms in a lease giving Green Ocean the right to charge such tenants, for constable charges, court charges, legal fees, costs associated with sending notices to allegedly delinquent tenants without those charges having been awarded by a court or agreed upon by the parties.

20. The AGO further alleges that Green Ocean violated G.L. c. 93A, § 2 by utilizing a lease clause stating that payments from the Tenant will be applied first to late fees and non-rent charges, and only thereafter to rent. Such a clause can unfairly result in “pyramiding” or “cascading” late fees where Tenants incur late fees where rent is paid in full, but for a prior month’s late fee.

E. Compliance with the Submetering Statute, G.L. c. 186, § 22

21. The AGO alleges that Green Ocean violated G.L. c. 186 § 22, G.L. c. 93A § 2, and associated regulations, 105 CMR 410, by billing Tenants for water and sewer costs without filing the required certificates with the Board of Health or describing the details of the water submetering and water billing arrangements in a written rental agreement.

F. Unlicensed Practice of Law

22. The AGO alleges that agents or employees of Green Ocean who were not attorneys have filed lawsuits on behalf of Green Ocean and have represented Green Ocean in housing court. The AGO alleges that this practice violates 940 CMR 3.16(3).

G. Compliance with G.L. 93A, § 2 and Related Statutes Regarding Additional Acts and Practices

23. The AGO alleges that Green Ocean employed additional lease clauses that are inconsistent with or make false or misleading statements of Massachusetts law that, in aggregate, had the effect of substantially intruding upon legally protected Tenant rights, and were unfair and deceptive under Chapter 93A to the extent they threatened Tenants with actions that Green Ocean cannot legally take, or purported to disclaim obligations that Green Ocean could not legally waive.

24. Pursuant to G.L. c. 186, § 15, any clause that exonerates a lessor from “any or all liability” arising from omission, fault, negligence or other misconduct of the lessor or the landlord on or about the leased premises is void. The AGO alleges Green Ocean included terms in leases with a broader-than-permitted waiver of liability that includes a purported waiver of liability for harm caused by contractors hired by the landlord.

25. Pursuant to 105 CMR 410.550, the primary burden of pest extermination in multi-unit dwellings is on the landlord. The AGO alleges Green Ocean included terms in leases that required the Tenant to pay for extermination “unless otherwise required by law,” which deceptively suggested the burden of pest extermination fell on the Tenant.

26. Pursuant to 105 CMR 410.200 and 105 CMR 410.300(f), landlords are prohibited from charging for common-area electricity in buildings of more than three units. The AGO alleges Green Ocean included terms in leases that stated that the landlord may charge a Tenant for electricity in common areas of buildings of six or fewer units.

27. Pursuant to G.L. c. 111, § 127L, Tenants are permitted to make emergency repairs to leased premises in specific circumstances. The AGO alleges Green Ocean included terms in leases with a blanket prohibition on Tenant making repairs without the landlords’ permission.

28. Pursuant to 105 CMR 410.500, it is a landlord's obligation to maintain a property's structural elements, including ensuring that the property is free of excess moisture or the appearance of mold, whether or not the landlord receives notice in writing. However, the AGO alleges Green Ocean used a "Lease Addendum on Mold" that places the obligations on Tenants to notify management "in writing" of the presence of water leaks or excessive moisture, mold growth, heating malfunctions, and states that any violation of this clause will cause the Tenant to be liable for damage sustained to the premises.

29. Finally, the AGO alleges Green Ocean included terms in leases that prohibited communication directly with the owner of a property managed by Green Ocean, and required that "a \$100 fine will be assessed to you per occurrence, unless initiated by Green Ocean Property Management, LLC." The AGO alleges that this clause is oppressive, and, as written, prohibits Tenants from making protected complaints to owners including communications protected by G.L. c. 186, § 18 or demands required by G.L. c. 93A, § 9.

30. The AGO alleges that the acts or practices described in Paragraphs 8 through 28, above, are independently or in combination unfair or deceptive, and as such constitute violations of G.L. c. 93A, §2.

31. The AGO alleges Green Ocean knew or should have known that all these acts were unfair or deceptive and violated G.L. c. 93A, § 2.

IV. ASSURANCES AND UNDERTAKINGS

A. Scope

32. The prohibitions in Sections IV.B through IV.E apply to Green Ocean's residential rental property management business in the Commonwealth of Massachusetts.

B. Compliance with the Law

33. Green Ocean shall comply with all applicable statutes, rules and regulations governing Green Ocean's residential rental property management business, including without limitation the Security Deposit Statute, G.L. c. 186, § 15B, the Water Submetering Law, G.L. c. 186, § 22, the Attorney General's General Regulations, 940 CMR 3.16, Landlord-Tenant regulations, 940 CMR 3.17, and Junk Fee Regulations, 940 CMR 38.00, and the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2.

C. Broker Fees

34. Green Ocean shall not accept a broker fee from Tenants, either directly or through a Related Entity, or require Tenants to pay a broker fee in connection with any property owned or managed by Green Ocean or a Related Entity. Notwithstanding the foregoing, Green Ocean is not prohibited from seeking recovery of a broker fee as actual damages in the case of early termination (or breach) of an existing lease by a Tenant where Green Ocean mitigated its damages by securing a replacement tenant which required payment by Green Ocean of a broker fee.

D. Cessation of Mandatory and Pre-Tenancy Fees

35. Green Ocean shall not require Tenants to pay fees associated with executing, amending, or renewing a lease. This includes a prohibition on charging fees such as "Lease Renewal Fees" or "New Lease Fees."

36. Green Ocean shall not require Tenants to pay fees for moving into their unit. This includes a "move-in" fee, "priority move-in fee," or "lockbox move-in" fee at or prior to the commencement of a tenancy. If such a fee is charged to a landlord by a homeowner's association or condominium association as a condition of moving in, it may not be passed onto the Tenant.

37. Green Ocean shall not require Tenants or prospective Tenants to make any “application fees,” “application deposits,” or other payments in connection with the preparation or processing of rental applications.

38. Green Ocean shall not charge Tenants for providing Tenants with access to maintenance services or the ability to submit maintenance requests or otherwise impose fees or charges on tenants for requesting repairs, even if Green Ocean or the landlord determine the requested repairs are ultimately not necessary.

39. Green Ocean shall not require Tenants to make any payment in connection with providing a reference to a future landlord.

40. Green Ocean shall cease mandatory or opt-out charges for a “Resident’s Benefits Package.” Any future charges for a Resident’s Benefits Package will be made to Tenants who affirmatively opt-in to this package, will be clearly and conspicuously disclosed, and Green Ocean will comply with 940 CMR 38.05 in connection with such recurring charges.

41. In the event that Green Ocean requires Tenants to maintain a rental insurance policy in the course of their tenancy, Green Ocean shall not require Tenants to obtain rental insurance by or through Green Ocean at the exclusion of other insurance providers, or require payment by the Tenants for insurance beyond the actual cost of any insurance purchased.

E. Changes to Billing Practices, Lease Terms, and Lease Drafting

42. Green Ocean shall not utilize a lease containing terms proscribed in Section IV.D, above.

43. Green Ocean shall not utilize a lease containing terms that have the effect of indemnifying Green Ocean, or the owner of any residential property that Green Ocean serves, for any injury, loss, damage or liability arising from any omission, fault or negligence or other misconduct of Green Ocean or said property owner on or about the leased premises.

44. Green Ocean shall not utilize a lease that contains a "holdover" penalty. This provision does not prohibit Green Ocean from recouping actual damages from holdover tenants, including damages associated with vendor cancellations or rescheduling necessitated by a tenant's failure to vacate.

45. Green Ocean shall not utilize a lease containing terms purporting to charge a fee, fine, penalty or liquidated damages to a Tenant for:

- a. communicating directly with a landlord or property owner;
- b. failing to leave keys on a unit counter upon moveout; or
- c. failing to turn off electronic fund transfer payments at the conclusion of a tenancy.

46. Green Ocean shall not utilize a lease containing terms purporting to charge a fee, fine, penalty or liquidated damages for noise complaints, improper trash disposal, or false fire alarms. Notwithstanding the foregoing, where a landlord receives a fine or citation from a governing body with jurisdiction over the property for the acts or omissions of a Tenant prohibited by a lease, nothing herein prohibits Green Ocean from passing those costs onto the Tenant or from passing on costs that are actually incurred from vendors in connection with the foregoing, such as its fire alarm vendor or waste management vendor.

47. Green Ocean shall not utilize a lease with terms that purport to waive or shift responsibility to a Tenant for an owner's obligations under the sanitary code.

48. Green Ocean shall not utilize a lease with terms that purport to preferentially apply rent payments to non-rent charges (such as late fees) prior to application to rent, (a practice sometimes known as "pyramiding" or "cascading" late fees).

49. Green Ocean shall not utilize a lease with terms that purport to charge both a fee, fine or liquidated damages for terminating a lease prior to the end of the lease term (e.g., a "lease

break” fee) in addition to Green Ocean’s actual damages, nor shall it otherwise condition a Tenant’s ability to terminate a lease on the payment of both a fee, fine or liquidated damages and on payment for Green Ocean’s actual damages. For avoidance of doubt, Green Ocean may utilize a lease containing a provision for lost rents/actual damages *or* a reasonable fee for liquidated damages (but not both) in the case of a Tenant terminating their lease early.

50. To the extent Green Ocean has executed leases with any terms proscribed by Paragraphs 41 through , Green Ocean shall not enforce these terms.

51. Green Ocean shall not charge any interest or penalty for failure to pay rent prior to thirty days after such rent shall have been due.

52. Green Ocean shall not charge Tenants costs or legal fees in relation to an action to enforce the lease unless such fees are authorized by a judgment, an order of a court, or a written agreement by the Tenant to pay such fees entered after the fees are incurred.

53. Green Ocean shall neither engage in, permit its employees to engage in, nor charge Tenants for the unlicensed practice of law, including charging fees for non-attorneys initiating summary process actions.

54. Green Ocean shall not charge nor require Tenants to pay mandatory “move out” fees at the termination of their tenancy, including but not limited to fees assessed to unit owners by a condominium association and passed on to Tenants.

55. In the event that the final period of a tenancy where rent is payable on a monthly basis is less than one full month, Green Ocean shall pro-rate the rental amount to cover only the portion of the month covered by the rental agreement. If, at the inception of a tenancy, a “last month’s rent” is due for this final, partial month, at or prior to the beginning of a tenancy, Green Ocean shall only charge the pro-rated amount.

56. Green Ocean shall not deduct any amount from a Tenant's security deposit other than the amounts permitted to be deducted pursuant to G.L. c. 186, § 15B(4), including but not limited to deducting charges for cleaning except where the cleaning was necessitated by damage to the unit beyond reasonable wear and tear.

F. Compliance with the Water Submetering Law, G.L. c. 186, § 22

57. Green Ocean shall not charge Tenants for water charges in the absence of a written rental agreement that clearly and conspicuously provided for such separate charge and that fully discloses in plain language the details of the water submetering and billing arrangement between the landlord and the Tenant.

58. Green Ocean shall not charge Tenants for water without making and filing the certification required by G.L. c. 186, § 22(c) related to the installation of water conservation services and water submetering.

G. Reporting

59. On or before sixty (60) days following the Effective Date, Green Ocean shall provide the AGO with the following documents:

- a. To the extent not previously provided, Tenant ledgers for all Tenants for the Relevant Time Period sufficient to show:
 - i. The address of the unit;
 - ii. Name of the Tenant in the unit;
 - iii. Dates Tenant occupied the unit;
 - iv. Any and all amounts charged to the Tenant; and
 - v. Any and all amounts within the scope of Paragraph 58.a.iv that have been waived, discharged or refunded by Green Ocean.
- b. For all Tenants, the name, phone number, and most recently known address.

60. For a period of one year from the Effective Date, Green Ocean will comply with reasonable requests for data necessary to identify Tenants who may have been affected by the practices described in Sections IV.B through IV.F.

H. Monetary Payment

61. Defendants shall pay Five Hundred Thousand Dollars (\$500,000) (the "Settlement Amount") to the AGO by wire transfer payable to the "Commonwealth of Massachusetts" in accordance with the following terms:

- a. On the Effective Date, Green Ocean shall make a monetary payment of Two Hundred Fifty Thousand Dollars (\$250,000);
- b. On or before 90 days following the Effective Date, Green Ocean shall make a monetary payment of One Hundred Twenty-Five Thousand Dollars (\$125,000);
- c. The balance of the Settlement Amount, totaling One Hundred Twenty-Five Thousand Dollars (\$125,000), shall be paid on or before 180 days following the Effective Date.
- d. In the event of a breach of any payment obligation in Paragraph 60.a through 60.c, the full Settlement Amount shall immediately become due and payable.

The AGO shall provide Green Ocean with payment instructions on or before the Effective Date.

62. At her sole discretion, the Attorney General may use or distribute the payment described in the foregoing paragraph in any amount, allocation or apportionment and for any purpose permitted by law, including but not limited to: (a) payments to or for Tenants and for the facilitation this Assurance; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; or (iv) for programs or initiatives in furtherance of the protection of the people of the Commonwealth.

63. For avoidance of doubt, Green Ocean shall have no right to direct, nor any responsibility as to the use or application of funds by the Attorney General.

V. RELEASE

64. Contingent on compliance with all of the obligations set forth in Section IV, above, the AGO fully and finally releases Green Ocean from civil liability for any violations of consumer protection law arising from the Covered Conduct occurring prior to the Effective Date.

65. Notwithstanding the preceding paragraph, for the removal of any doubt, any and all of the following forms of liability are specifically reserved and excluded from the above releases: (a) private rights of action; (b) tax liability; (c) criminal liability; (d) claims alleging violations of state or federal securities laws; (e) claims alleging violations of state or federal antitrust laws; and/or (f) claims by any other agency or subdivision of the Commonwealth of Massachusetts.

66. Further, nothing in this Assurance shall be deemed to preclude the AGO's review of conduct that occurs after the Effective Date, or any claims that may be brought by the AGO to enforce Green Ocean's compliance with the Assurance.

VI. NOTICE

67. Any notice that is made or required under the terms of this Assurance shall be provided via electronic mail and first-class mail to the following addresses.

For the Commonwealth

Daniel Bahls
Jane Sugarman
Eric Carnevale
Assistant Attorneys General
Consumer Protection Division
One Ashburton Place
Boston, MA 02108
Tel: (617) 963-2192
Email: Daniel.Bahls@mass.gov
Jane.Sugarman@mass.gov
Eric.Carnevale@mass.gov

For Green Ocean

Scott D. Carman, Esq.
KREMS, JACKOWITZ & CARMAN, LLP
80 Blanchard Road, #101
Burlington, MA 01803
Tel: 617-556-0244
Email: scarman@kjcllp.com

Notwithstanding the provisions of paragraph 75, the individuals and/or addresses designated by this paragraph may be amended by agreement of the parties.

VII. GENERAL PROVISIONS

68. This Assurance shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, and Superior Court for Suffolk County shall retain jurisdiction over this Assurance.

69. This Assurance shall be effective as of the Effective Date.

70. This Assurance contains the complete agreement between the Parties. No promises, representations, or warranties other than those set forth in this Assurance have been made by either party. This Assurance supersedes all prior communications, discussions, or understandings, if any, of the Parties, whether written or oral.

71. The provisions of this Assurance are severable. If any provision herein is found to be legally insufficient, invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

72. This Assurance shall be binding on Green Ocean's successors, subsidiaries, and all other persons who have authority to control or who in fact control and direct Green Ocean's business in the Commonwealth of Massachusetts.

73. Green Ocean shall not assert that because of this Assurance it is entitled to any offset or reduction of any compensatory monetary remedies imposed in any related consumer or state or federal government action.

74. Green Ocean and the AGO participated in the drafting of this assurance.

75. Green Ocean and the AGO waive all rights to appeal or to otherwise challenge or contest the validity of this Assurance.

76. Except as to the Notice provision, this Assurance may only be amended or supplemented by a written document signed by all parties or by court order.

77. This Assurance, as well as any amendments thereto, may be signed in multiple counterparts, each of which will be considered an original and all of which, when considered together, will constitute a whole.

78. Nothing in this Assurance shall relieve Green Ocean of any obligations to comply with all applicable federal and state laws, rules, and regulations.

79. This Assurance does not constitute an approval by the AGO of Green Ocean's acts or practices, and Green Ocean shall make no representation to the contrary.

80. Green Ocean shall not cause, encourage, or knowingly permit third parties acting as Green Ocean's agent, on Green Ocean's behalf or for its benefit, or otherwise under Green Ocean's control or direction, to engage in practices from which Green Ocean is prohibited by this assurance.

81. Green Ocean and its signatories have consulted with counsel in connection with their decision to enter into this Assurance.

82. Signatories for Green Ocean represent and warrant that they have the full legal power, capacity, and authority to bind Green Ocean.

83. By signing below, Green Ocean agrees to comply with all of the terms of this Assurance.

COMMONWEALTH OF MASSACHUSETTS
ANDREA JOY CAMPBELL, ATTORNEY GENERAL

By: /s/ Daniel Bahls
Daniel Bahls (BBO #601060)
Jane Sugarman (BBO # 683296)
Eric Carnevale (BBO #677210)
Assistant Attorneys General
Consumer Protection Division
One Ashburton Place
Boston, MA 02108
Tel: (617) 963-2192
Email: Daniel.Bahls@mass.gov
Jane.Sugarman@mass.gov
Eric.Carnevale@mass.gov

Date: July 28, 2026

COUNSEL FOR GREEN OCEAN PROPERTY
MANAGEMENT, LLC

By: /s/ Scott Carman
Scott Carman (BBO #672469)
Krems, Jackowitz & Carman, LLP
80 Blanchard Rd., Ste 101
Burlington, MA 01803
Tel: (617) 556-0244
Email: SCarman@kjcllp.com

Date: July 28, 2026

GREEN OCEAN PROPERTY MANAGEMENT, LLC

By: /s/ Jarrett Lau
Jarrett Lau
GREEN OCEAN PROPERTY
MANAGEMENT, LLC
268 Centre Street
Newton, MA 02458

Date: July 28th 2026

CERTIFICATE *of* SIGNATURE

REF NUMBER
SEHPE-RRTNS-PJFBS-YCDYC

DOCUMENT COMPLETED BY ALL PARTIES ON
28 JUL 2026 15:41:44
UTC

SIGNER

**GREEN OCEAN PROPERTY
MANAGEMENT**

EMAIL
SUPPORT@GREENOCEANPM.COM

TIMESTAMP

SENT
28 JUL 2026 15:41:43
SIGNED
28 JUL 2026 15:41:44

SIGNATURE

Jarrett Lau

IP ADDRESS
187.13.14.220

LOCATION
BOSTON, UNITED STATES

