

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
CIVIL ACTION NO.

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 COMMONWEALTH OF MASSACHUSETTS, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 NORTH ANDOVER AUTO SCHOOL, LLC, )  
 dba MV AUTO SCHOOL, )  
 AND MICHAEL J. LAROCQUE, )  
 )  
 Defendants, )  
 )  
 PEOPLE’S UNITED BANK, )  
 )  
 Trustee-Defendant. )  
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**I. INTRODUCTION**

1. The Commonwealth of Massachusetts, by and through its Attorney General, Maura Healey, hereby brings this action against defendants North Andover Auto School, LLC, sometimes doing business as MV Auto School (“North Andover Auto School” or “the school”), and its owner Michael J. Larocque (“Larocque”) (collectively, “Defendants”), pursuant to G. L. c. 93A. The Commonwealth is seeking preliminary and permanent injunctive relief, restitution, civil penalties, costs, attorneys’ fees, and other appropriate relief pursuant to G. L. c. 93A, § 4.

2. Defendant North Andover Auto School was a Massachusetts-licensed driving school with four locations in northeastern Massachusetts, owned and operated by Defendant Larocque.

3. Defendants sold consumers the complete Massachusetts driver education program for between \$550 and \$750 and required consumers to pay the total fee in full prior to commencing the on-road driving instruction portion of the program.

4. Defendants temporarily shut down in March 2020 due to the COVID-19 State of Emergency and when they reopened in April 2020 they enrolled new students, despite a backlog of existing students who had already paid for the program and despite being unable to schedule new students for driving hours until September 2020.

5. In October 2020, Defendants lost their licenses and ceased operations after the state police conducted an investigation and ultimately arrested Larocque. The investigation included the state police executing search warrants on Larocque's home and at the Defendants' principal place of business, during which they found 400 grams of methamphetamine in Larocque's office at Defendants' principal place of business. The state police also found an additional 1,180 grams of methamphetamine at Larocque's residence and in his personal vehicle.

6. At the time North Andover Auto School closed, it had over 1,500 students enrolled (between its four locations) who had yet to complete the driver education program for which they had prepaid Defendants.

7. Since being released from jail, Larocque has not only continued to fail to responsibly wind up the business, but has now begun to misappropriate the school's assets—transferring three of the school's vehicles into his name.

8. Defendants committed unfair or deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, G. L. c. 93A, § 2, and the regulations promulgated thereunder, 940 Code Mass. Regs. § 3.00 *et seq.*, by: (a) engaging in illegal

activity, including at Defendants' principal place of business, that Defendants knew or should have known would result in the loss of their licenses and, therefore, their inability to provide services; (b) accepting prepayment for services from consumers while engaging in illegal activity, including at the principal place of business, that Defendants knew or should have known would result in the loss of their licenses; (c) failing to provide all components of the driver education program to consumers who prepaid for these services due to Larocque's malfeasance; (d) failing to issue refunds to consumers who did not receive the full driver education program for which they had prepaid; (e) misrepresenting to consumers that Defendants were operating a legitimate business while Larocque was engaging in illegal drug activity at the principal place of business where primarily teenaged students were taught; (f) failing to honestly communicate with enrolled students regarding interruptions in operations that occurred in September 2020 and subsequently failing to communicate with enrolled students regarding the school's closure in October 2020; and (g) misrepresenting the school's ability to provide driving hours within a reasonable amount of time to students enrolling after March 2020.

## **II. JURISDICTION AND VENUE**

9. The Attorney General is authorized to bring this action pursuant to G. L. c. 93A, § 4, and G. L. c. 12, § 10.

10. This Court has jurisdiction over the subject matter of this action pursuant to G. L. c. 93A, § 4, G. L. c. 12, § 10, and G. L. c. 223A, § 3.

11. Venue is proper in Essex County pursuant to G. L. c. 223, § 5, and G. L. c. 93A, § 4.

## **III. THE PARTIES**

12. Plaintiff is the Commonwealth of Massachusetts, by and through the Attorney General, who brings this action in the public interest pursuant to G. L. c. 12, § 10, and G. L. c. 93A, § 4.

13. Defendant North Andover Auto School, LLC is a Massachusetts corporation that operated at four locations. Its principal place of business was located at 203 Turnpike Street, Suite 404, North Andover, MA 01845 (“PPB”). It ran a second location where it did business as MV Auto School, which was located at 741 South Main Street, Unit A, Haverhill, MA 01835 (“MV Auto”). Finally, it had contracts with school districts to operate as North Andover Auto School at North Andover High School in North Andover, MA and Greater Lawrence Technical High School in Andover, MA. Until its closure, on or about October 6, 2020, North Andover Auto School operated as a Massachusetts-licensed professional driving school, providing driver education.

14. Defendant Michael J. Larocque is a natural person residing at 69 Colonial Road, Lawrence, MA 01843. Larocque is the owner, director, and president of North Andover Auto School. At all times relevant to this Complaint, Larocque was responsible for the daily operation of the school, including acting as a classroom instructor.

15. Trustee-Defendant People’s United Bank (“People’s United Bank”) is a banking institution with a principal place of business at 850 Main St, Bridgeport, CT 06604. One or more of the Defendants, including North Andover Auto School, maintains at least one bank account at People’s United Bank. The Commonwealth includes this party solely to request that the Court issue a summons for trustee process to People’s United Bank and commands People’s United Bank to attach assets held for Defendants.

#### IV. STATEMENT OF FACTS<sup>1</sup>

##### A. Background

16. The Massachusetts Registry of Motor Vehicles (“RMV”) regulates the operation of driving schools pursuant to authority conferred by G. L. c. 90, §§ 32G & 32G ½. It has promulgated regulations pursuant to its rulemaking authority relating to the operation of driving schools. See 540 Code Mass. Regs. §§ 23.00.

17. All driving schools and driving instructors must be licensed by the RMV. See 540 Code Mass. Regs. § 23.03 (instructors) & 23.04 (schools).

18. North Andover Auto School has operated as a licensed driving school since 2008. Simo Aff. ¶ 8. In 2020, it had licenses to operate at four locations: North Andover (the PPB), Haverhill, North Andover High School, and Greater Lawrence Technical School. Simo Aff. ¶¶ 10-13.

19. North Andover Auto School’s website advertised that it was a “MassDOT Registry of Motor Vehicles certified Professional Driving School.” Cherubin Aff. ¶ 14.

20. Similarly, MV Auto Schools website advertised that it was a “MassDOT Registry of Motor Vehicles certified Professional Driving School.” Cherubin Aff. ¶ 19.

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<sup>1</sup> The allegations in this Complaint are supported by multiple affidavits from consumers, an employee of the Massachusetts Department of Transportation (“MassDOT”) and an employee of the Massachusetts Attorney General’s Office (“AGO”). Those affidavits are included as attachments to the Complaint, as follows:

- a. Attachment 1: Affidavit of Leony Simo, Manager of Driver Education, MassDOT, with Exhibits 1-13 (March 23, 2021), hereinafter referred to as “Simo Aff.”
- b. Attachment 2: Affidavit of Edward Cherubin, Investigator, The Massachusetts Attorney General’s Office, with Exhibits A1-T (March 23, 2021), hereinafter “Cherubin Aff.”
- c. Attachment 3: Affidavit of Erica DelloRusso, North Andover Auto School consumer, with Exhibits 1-4 (March 17, 2021), hereinafter “DelloRusso Aff.”
- d. Attachment 4: Affidavit of Salima Essofi, North Andover Auto School consumer, with Exhibits 1-5 (March 19, 2021), hereinafter “Essofi Aff.”
- e. Attachment 5: Affidavit of Lori Osborne, North Andover Auto School consumer, with Exhibits 1-2 (March 22, 2021), hereinafter “Osborne Aff.”

21. Additionally, Defendants represented that they were an RMV-licensed driving school in their winning bid to operate the driving school at North Andover High School. Cherubin Aff. ¶ 23.

22. Likewise, Defendants represented that they were an RMV-licensed driving school in their winning bid to operate the driving school at Greater Lawrence Technical School. Cherubin Aff. ¶ 25.

23. At all times relevant to this Complaint, pursuant to 540 Code Mass. Regs. § 23.06(c), North Andover Auto School's driver education course included thirty hours of classroom instruction ("classroom hours"), a two hour parent class ("parent class"), and twelve hours of on-road driving instruction ("driving hours" or "driving lessons"). Simo Aff. ¶ 18.

24. Since its inception, Larocque has been the sole owner, director, and shareholder of North Andover Auto School. Simo Aff. ¶¶ 15-16.

25. Larocque became a licensed driving instructor on May 19, 2004. Simo Aff. ¶ 16.

26. Larocque was responsible for all aspects of the school's business, including NAAS's business plan, sales, record keeping, vehicle maintenance, professional licensure, instructional curriculum, instructor supervision, and instruction of students. Simo Aff. ¶ 17.

27. Larocque also personally interacted with consumers, emailing with them about their accounts and program related questions, providing classroom instruction, and providing on-road driving instruction. Simo Aff. ¶¶ 14-19, DelloRusso Aff. ¶ 8, and Essofi Aff. ¶ 10, Ex. 5.

28. At the PPB, Larocque taught most of the classroom portion of the driver education program. Simo Aff. ¶ 20, DelloRusso Aff. ¶ 8, and Essofi Aff. ¶¶ 6 & 10. In addition to Larocque, Defendants employed nine (9) driving instructors at the PPB to provide driving hours. *Id.* Defendants owned and maintained seven (7) instructional vehicles in the name of North Andover Auto School. Simo Aff. ¶ 20, Cherubin Aff. ¶ 11.

29. At MV Auto, licensed driving instructor Lynn Dalton, provided most of the classroom instruction. Simo Aff. ¶ 21. In addition to Dalton, Defendants employed nine (9) driving instructors, including Larocque, at MV Auto to provide driving hours. *Id.* Defendants owned and maintained three (3) instructional vehicles in the name of MV Auto School. Simo Aff. ¶ 21, Cherubin Aff. ¶ 12.

30. Each of the school's two high school locations listed ten (10) driving instructors, including Larocque, and seven (7) instructional vehicles on their RMV licensing paperwork. Simo Aff. ¶¶ 22- 23. The instructors and vehicles listed at both high school locations are identical to those listed for the PPB.

31. In addition to the ten (10) vehicles owned in either North Andover Auto School's or MV Auto School's name, Larocque has a 2019 Nissan Rouge registered in his name and it is our information and belief that this is Larocque's personal vehicle. Cherubin Aff. ¶ 10.

32. Larocque owns the office suite where the PPB was located. See Cherubin Aff. ¶ 7.

33. Larocque also co-owns both his personal single-family residence at 69 Colonial Road, Lawrence, MA 01843 and a condominium at 5 Andover Terrace, Lawrence, MA 01843. Cherubin Aff. ¶¶ 5-6.

34. In 2020, Defendants charged students a fee between \$550 and \$750 for the complete driver education program—the PPB charged \$750, MV Auto charged \$725, the North Andover High School location charged \$675, and the Greater Lawrence Technical School location charged \$550. Cherubin Aff. ¶¶ 16, 21, 24, & 28; Simo Aff. ¶¶ 36-38.

35. Consumers typically paid the fee for the course in full upon enrollment or in two separate installments. If the student paid in installments, the first deposit of \$350 was due upon registering for the course and the second payment, for the outstanding balance, was due prior to the end of classroom instruction and before the first driving lesson is scheduled. Cherubin Aff. ¶¶ 16 & 21, DelloRusso Aff. ¶ 7, Osborne Aff. ¶ 5, and Essofi Aff. ¶¶ 4-5 & 9.

**B. The School’s Closure and Delays Upon Reopening**

36. In March 2020, the school temporarily closed due to the Commonwealth’s COVID-19 State of Emergency. Upon reopening in April 2020, Defendants resumed instruction for those students who were enrolled prior to the March shut down as well as enrolling new students. Essofi Aff. ¶¶ 7-9.

37. The closure, along with the new precautions required for on-road driving instruction, created a backlog of consumers who still needed to complete their driving hours.

38. In April 2020, Defendants could not provide their existing consumers with services to complete their required number of driving hours and told consumers who were already enrolled that the school did not have available driving hours until September. Essofi Aff. ¶ 9.



39. At the same time, despite knowing of their inability to provide driving hours for months, Defendants continued to enroll new students. *Essofi Aff.* ¶ 9.

40. Among other things, the significant delays in getting driving hours between April and September 2020 made it impossible for students to complete the driver education program, for which they had paid in full, before Defendants' closed the school. As a result, students' only option to complete the program is to pay for substitute services at another driving school.

**C. Investigation and Arrest of Larocque for Illegal Activity, Including at the School**

41. On September 18, 2020, Larocque was arrested and subsequently charged with two counts of trafficking in methamphetamine over 200 grams, one count for 1,180 grams of methamphetamine discovered at his residence and in his personal vehicle and one count for 400 grams of methamphetamine discovered at the PPB. *Cherubin Aff.* ¶ 29, Ex. T; *Simo Aff.* ¶¶ 29 & 32.

42. Following the arrest, on September 22, 2020, the RMV sent Larocque and North Andover Auto School a letter notifying them of a formal hearing scheduled for October 5, 2020, to determine if Larocque and the school would be able to retain their licenses given the alleged conduct. *Simo Aff.* ¶ 30.

43. The RMV conducted the hearing by telephone on October 5, 2020, and Larocque's husband, Kevin Blease, attended as Larocque's personal representative. *Simo Aff.* ¶ 31.

44. The RMV hearing officer issued his decision on October 5, 2020, ultimately finding that enough cause existed to revoke Larocque's driving instructor license and all of the school's licenses citing G. L. c. 90, § 32G, and 540 Code Mass.

Regs. § 23.07(2) (license may be revoked if reason to believe violation of state law).

Simo Aff. ¶ 34.

45. The RMV hearing officer credited the state police report that documented the details of the investigation, among them that: 400 grams of a substance believed to be methamphetamine and \$12,000 in cash were recovered from Larocque's office at the PPB. Simo Aff. ¶ 32.

46. The RMV hearing officer noted that Kevin Blease did not deny any of the allegations and primarily "defended" the case by stating that no drugs were found in the actual classroom at the PPB. Simo Aff. ¶ 33.

47. Defendants knew or should have known that Larocque's conduct—engaging in illegal drug activity at the school—was a violation of Massachusetts law that would jeopardize his driving instructor license as well as the school's licenses and therefore jeopardize his continued business operations, thereby making it impossible for Defendants to provide the services promised to consumers when they paid up-front fees.

48. On October 6, 2020, the RMV sent Larocque and North Andover Auto School a letter notifying them of the immediate revocation of all five licenses. Simo Aff. ¶ 35, Ex. 13; DelloRusso Aff. ¶ 12, Ex. 4.

49. Unable to continue operating without licenses, North Andover Auto School closed.

**D. Failure to Communicate with Consumers, Responsibly Wind Up Business Operations, and Refund Consumers for Unfulfilled Services**

50. After Larocque's arrest on September 18, 2020, consumers contacted the school. Defendants informed them that the school was open for business and that lessons were still going forward. Essofi Aff. ¶ 13, DelloRusso Aff. ¶ 10, Osborne Aff. ¶ 9.

51. However, the RMV has information that suggests that in September, the entire classroom portion of the program was cancelled for approximately 20 enrolled students. *Simo Aff.* ¶ 48.

52. Additionally, in late September, Defendants cancelled scheduled driving lessons after an instructor quit. *Essofi Aff.* ¶ 13. And, while assurances were made by staff that the school was still operational, staff did not offer to reschedule the cancelled lesson times. *Id.*

53. Prior to the RMV's revocation of Defendants' licenses, Defendants did not communicate with consumers about Larocque's arrest for possession of methamphetamine and what that meant for the driving school going forward. *DelloRusso Aff.* ¶ 10, *Osborne Aff.* ¶ 8.

54. On or around October 6, 2020, Defendants posted a message on their websites, which stated:

Due to unforeseen circumstances, we will not be accepting new registrations at this time.

*Cherubin Aff.* ¶¶ 15 & 20, Exs. J & N.

55. The above notice was the only notification to consumers, including enrolled students, of the school's closure. See *Cherubin Aff.* ¶¶ 15 & 20.

56. Since October 2020, Defendants have not wound up the business by selling the business or selling assets.

57. Defendants have significant assets in the name of the business. They have not attempted to responsibly liquidate any of those assets, despite the fact that the vehicles may be losing value as they sit unused.

58. Since October 2020, Defendants have not issued refunds, in any amount, to consumers for undelivered services, despite the availability of assets.

59. Defendants have not made any attempt to provide full, or even partial, refunds to consumers, even when students or parents made specific inquiries about refunds for undelivered services. Essofi Aff. ¶¶ 15 & 17, DelloRusso Aff. ¶ 13, Osborne Aff. ¶¶ 8-9 & 11.

60. In February 2020, Larocque posted cash bail and was released from jail. Shortly after his release, he cancelled the registration on his personal vehicle and as of March 21, 2021 has transferred the titles to three of the North Andover Auto School vehicles into his name. Cherubin Aff. ¶¶ 8-12.

61. March 18, 2021, a 2021 Annual Report was filed with the Secretary of the Commonwealth listing Michael Larocque as the sole manager, resident agent, and SOC signatory and listing March 19, 2021, as the “latest date of dissolution.” Cherubin Aff. ¶¶ 11-12, Ex. B2.

#### **E. Harm Caused to Consumers**

62. As detailed below, at the time the school closed there were over 1,500 students enrolled, the vast majority of whom had prepaid hundreds of dollars for services Defendants could no longer provide due to Larocque’s malfeasance. Simo Aff. ¶¶ 40-48.

63. Based on the records available to the RMV, these students had paid an estimated \$1,018,475 to Defendants in advance for services, as outlined below:

	Number of Students	Amount Paid	Estimated Payment Amount	Total Defendants Collected from Consumers
	841	\$700-\$750	\$725	\$609,725
	560	\$600-\$690	\$645	\$361,200
	94	\$400-\$450	\$425	\$39,950
	6	<\$400	\$100	\$600
	20	unknown	\$350	\$7,000
Total	1,521			\$1,018,475

Simo Aff. ¶¶ 40-48.

64. According to its online record portal and documentation the RMV collected from the PPB and MV Auto locations, students fall into one of several buckets. There are students who paid in full but received no services, students who paid in full and received some classroom instruction but no on-road driving instruction, students who completed the classroom instruction but received no on-road driving hours (largest set), and students who completed the classroom instruction as well as receiving some on-road driving instruction. Simo Aff. ¶¶ 40-48.

65. If Defendants were to refund enrolled students the just value of undelivered services, the RMV has calculated that they would owe consumers a total of approximately \$446,757.

66. Many students were left without options when the school closed. They were unable to finish the driver education course at North Andover Auto School and

unable to afford to complete the course at another driving school due to Defendants' failure to provide refunds. Essofi Aff. ¶¶ 19-22, DelloRusso Aff. ¶¶ 13-15.

## V. CAUSES OF ACTION

### COUNT I:

#### **Unfair or Deceptive Acts or Practices in Violation of G. L. c. 93A, § 2**

67. The Commonwealth realleges paragraphs 1-66 of this Complaint.

68. Defendants have engaged in unfair or deceptive acts or practices in the conduct of trade or commerce in violation of G. L. c. 93A, § 2(a).

69. Defendants' unfair or deceptive acts include, without limitation:

- a) failing to comply with Massachusetts law by engaging in illegal activity, including at Defendants' principal place of business, that Defendants knew or should have known would result in the loss of their license and, therefore, their inability to provide services;
- b) enrolling students and accepting money from consumers for a driver education program that Defendants knew or should have known they would not be able to provide because they were violating state licensing requirements by engaging in illegal activity at the principal place of business;
- c) failing to provide all components of the driver education program to consumers who prepaid for these services due to Larocque's malfeasance; and
- d) failing to issue refunds to consumers who did not receive the full driver education program for which they had prepaid due to

Larocque's malfeasance, misappropriation of the school's assets, and failure to responsibly wind up the business.

**COUNT II:**

**Unfair or Deceptive Acts or Practices in Violation of G. L. c. 93A, § 2**

70. The Commonwealth realleges paragraphs 1-66 of this Complaint.

71. Defendants have made misrepresentations to consumers during the course of their business operations that constitute unfair or deceptive acts or practices in violation of G. L. c. 93A, § 2(a), and the regulations promulgated thereunder, specifically 940 Code Mass. Regs. § 3.16.

72. Defendants' misrepresentations include, without limitation:

- a) misrepresenting that Defendants were operating a legitimate business when, in fact, Larocque was storing large amounts of methamphetamine at the driving school, which is criminal conduct that obviously risked Defendants' licenses and consequently their ability to continue operations;
- b) failing to honestly communicate with enrolled students regarding interruptions in operations that occurred in September 2020;
- c) failing to communicate with enrolled students regarding the school's closure in October 2020; and
- d) misrepresenting the school's ability to provide driving hours within a reasonable amount of time to students enrolling after March 2020.

**PRAYER FOR RELIEF**

**WHEREFORE**, the Commonwealth requests the Court grant the following relief:

1. Issue a Preliminary Injunction enjoining Defendants, North Andover Auto School, LLC sometimes dba MV Auto School, and Michael J. Larocque, and their officers, agents, servants, employees, attorneys, successors, and assigns, and all other persons and entities, whether acting individually or in active participation or concert with them, directly or indirectly, through any corporation, trust, or other device, who received actual notice of the Order, from:

a. Destroying directly or indirectly (including engaging others to act on Defendants' behalf) any documents, computers, computerized files, storage media on which information is stored or saved, contracts, bills, invoices, or receipts for services rendered, correspondence (including electronic correspondence), advertisements, web-pages, customer lists, financial records, or any other documents or records of any kind that relate in any way to the sale or provision of driver instruction in the Commonwealth of Massachusetts; and

b. Transferring, dissipating, pledging, selling, mortgaging, encumbering, concealing, or in any way disposing of ownership or custody of any real or personal property or funds that Defendants own or control or have an ownership interest in, individually or collectively, or may own or control or obtain an ownership interest in, while the injunction remains in effect (including, but not limited to: all real property, wherever located; all personal property, wherever located; all household and office furnishings; all bank accounts, and all funds held therein, wherever located; all securities; and all lump-sums of money or cash equivalents) without permission from the Commonwealth and with all proceeds to be held in escrow by the Commonwealth, except



for such real or personal assets as are required for Defendant Michael J. Larocque's actual necessary and usual living expenses as defined by the Internal Revenue Code.

2. Issue Summonses and Attachments on Trustee Process to Trustee-Defendant, People's United Bank, to ensure that any money or other assets of any of the Defendants held by Trustee-Defendant, including accounts on which Defendants are signers or beneficiaries, be attached and secured up to \$1,550,825 and further requiring the Trustee-Defendant to restrict any expenditure from the Defendants' accounts consistent with the Summonses.

3. Issue Writs of Attachment in the amount of \$1,550, 825 against Defendants, including where Defendants are trustees or beneficiaries.

4. Order Defendants, within 10 days of the Court issuing a Preliminary Injunction, to:

a. Provide the Massachusetts Attorney General's Office with information about any insurance the Defendants maintained and that may be available to provide restitution to students who prepaid the Defendants for services that they failed to provide; and

b. Provide the Massachusetts Attorney General's Office with a list of all of their assets, including the location of any assets, real property addresses and the name of the financial institution(s) and account number(s) for any assets located at a financial institution.

5. After a trial on the merits and pursuant to G. L. c. 93A, § 4, this Court:

a. Issue a Permanent Injunction extending and incorporating the relevant terms of the requested preliminary injunction;

- b. Prohibit Defendant, Larocque, from acting as a driver education instructor in the Commonwealth;
- c. Prohibit Defendant, Larocque, from being able to accept prepaid fees for any services in the Commonwealth’
- d. Order Defendants to pay restitution in the amount of the full driver education fee paid to each student who were not provided all of the services they paid for in violation of G. L. c. 93A, § 2(a), including those known and those not yet known to the Attorney General;
- e. Impose a civil penalty pursuant to G. L. c. 93A, § 4, of up to \$5,000 for each violation of G. L. c. 93A, § 2, found against Defendants.
- f. Award the Commonwealth its costs of investigating and litigating this action, including reasonable attorneys’ fees; and
- g. Grant any and all other relief deemed equitable and just by the Court.

Respectfully Submitted,

COMMONWEALTH OF  
MASSACHUSETTS

MAURA HEALEY  
ATTORNEY GENERAL



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