

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

SUPERIOR COURT
CIVIL ACTION NO.

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

OLMSTED GREEN RENTAL III, LLC and
WINNRESIDENTIAL CORP.,

Defendants.

COMPLAINT

Introduction

1. The Commonwealth of Massachusetts brings this action against the defendants, Olmsted Green Rental III, LLC and WinnResidential Corp., for violating fair housing and consumer protection laws. Defendants respectively own and manage a residential housing complex in Dorchester known as Olmsted Green. Over the last several years, Defendants have repeatedly failed to properly respond to requests for reasonable accommodations related to maintenance work at the property. This pattern of conduct has placed an unfair burden on residents with disabilities and resulted in the unlawful denial of accommodation requests.

2. The Commonwealth asserts claims under the Consumer Protection Act (G.L. c. 93A, § 4), Antidiscrimination Law (G.L. c. 151B, §§ 4(6) and 4(7A)) and Boston Fair Housing Act (St. 1994, c. 37, § 5, as amended by St. 1998, c. 165 and St. 2014, c. 110); and seeks injunctive relief, damages, costs, and attorney's fees.

3. This action incorporates administrative complaints filed against Defendants by two tenants, Aliyya Sadberry and Sandra McDonald, with the Boston Fair Housing Commission pursuant to the Boston Fair Housing Act.

Parties

4. The Commonwealth is represented by and through its Attorney General, Andrea Campbell, whose principal place of business is located at One Ashburton Place, Boston, Massachusetts. The Attorney General is authorized to bring this action, including under G.L. c. 12, §§ 3 and 10; G.L. c. 93A, § 4; G.L. c. 151B, § 9; and St. 1994, c. 37, § 9.

5. Defendant Olmsted Green Rental III, LLC (hereafter “Defendant Olmsted Green”) is a domestic limited liability company with a principal office at 150 American Legion Highway, Dorchester, Massachusetts 02124.

6. Defendant Olmsted Green owns the apartment complex located at 2-76 Osprey Way and 25-47 Sandpiper Lane in Dorchester (hereinafter the “property”) at issue in this complaint. The property includes approximately 50 rental apartments in seven buildings.

7. The property is located within a larger residential complex known as “Olmsted Green” that was developed on and around the former grounds of Boston State Hospital. The property was completed during the third phase of construction at Olmsted Green and is referred to as “Olmsted Green III.” In total, Olmsted Green contains more than 150 rental apartments.

8. The property is subject to an Affordable Housing Restriction granted for the benefit of the Commonwealth. Among other terms, the Restriction contains assurances from Defendant Olmsted Green that it will not discriminate against tenants on the basis of disability.

9. Defendant WinnResidential Corp. (hereafter “Defendant WinnResidential”) is a domestic corporation with a principal office at One Washington Mall, Boston, Massachusetts 02108.

10. Defendant WinnResidential is the managing agent for the property.

Jurisdiction & Venue

11. The Court has jurisdiction over this action and the power to grant the relief requested under G.L. c. 93A, § 4; G.L. c. 151B, § 9; St. 1994, c. 37, § 9; and G.L. c. 214, § 1.

12. Venue is proper in Suffolk County under G.L. c. 223, § 5 and G.L. c. 93A, § 4.

Facts

Pattern of Discriminatory Conduct:

13. Since at least 2020, Defendants have engaged in a pattern of unfair and discriminatory behavior toward residents seeking reasonable accommodations related to the scheduling and conduct of maintenance work (hereafter “maintenance practices”) at Olmsted Green III.

14. As further described below, Defendants have failed to treat requests for changes to maintenance practices made by residents because of their disabilities (hereafter “requests based on disability”) as requests for reasonable accommodations.

15. In some instances, Defendants have simply ignored or failed to respond to requests based on disability.

16. In others, Defendants have treated requests based on disability as similar to routine scheduling requests and responded with measures that were inadequate to address the problems reported by residents.

17. For example, Defendants generally manage requests for reasonable accommodations at Olmsted Green III using a standard “Request for Reasonable Accommodation” form and process. The submission of the Accommodation form triggers a process in which Defendants review, and then approve or deny, the request. Residents are notified of Defendants’ decision and the steps that will be taken in response to the request.

18. Defendants have repeatedly failed to provide residents who have made requests based on disability with an Accommodation form, or to otherwise review and respond to their requests as requests for accommodations.

19. Instead, the Property Manager, Assistant Property Manager, and other management employees at Olmsted Green III (hereafter “Property Management”) have repeatedly diverted requests based on disability into the property’s regular maintenance scheduling system. This frequently involved inserting ad hoc “notes” or instructions for maintenance staff into standard work order forms – the same process used to make scheduling requests based on resident preference and other routine factors.

20. Defendants knew or should have known that this approach was ineffective and led to recurring problems for residents with disabilities.

21. Among other problems, Defendants knew, or should have known, that maintenance staff were frequently unaware of, or otherwise failed to comply with, notes included in work order forms.

22. As a result of their misconduct, Defendants have repeatedly failed to make reasonable changes to their maintenance practices necessary to provide residents with disabilities an equal opportunity to use and enjoy their apartments.

23. This pattern of misconduct is demonstrated by the individual complaints below.

Failure to Accommodate Sandra McDonald:

24. Sandra McDonald lives at 54 Osprey Way, Dorchester, Massachusetts.

25. Ms. McDonald moved into her apartment on or about November 30, 2012 pursuant to a one-year lease agreement with Defendant Olmsted Green. The lease has been periodically renewed through to the present.

26. Ms. McDonald has cardiovascular disease, a disability that makes her particularly vulnerable to severe complications from COVID-19.

27. After the onset of the pandemic in 2020, Ms. McDonald requested that, as an accommodation based on her disability, maintenance staff wear personal protective equipment (hereafter “PPE”), particularly masks, whenever they entered her apartment.

28. Ms. McDonald repeated this request orally and in writing to Property Management on multiple occasions between August of 2020 and March of 2023.

29. Defendants failed to effectively respond to these requests and make reasonable changes to their maintenance practices to accommodate Ms. McDonald because of her disability. Continuing into March 2023, maintenance staff repeatedly entered Ms. McDonald’s apartment without wearing appropriate PPE.

30. Without limiting the foregoing: on or about August 13, 2020, Ms. McDonald spoke with the Property Manager about her maintenance concerns. Ms. McDonald explained that, because of her disability, she needed maintenance staff to begin wearing appropriate PPE – specifically, masks and gloves – every time they entered the apartment. Ms. McDonald also requested to be present when maintenance staff came to her apartment so that she could check that they were not exhibiting signs of COVID-19 infection and were wearing PPE.

31. The Property Manager told Ms. McDonald that the property was following COVID-19 safety protocols and that she could raise specific concerns about maintenance work in her apartment when she scheduled maintenance work.

32. At or about this time, the Property Manger also suggested to Ms. McDonald that she could address her safety concerns by placing a sign on her door instructing maintenance staff not to enter the apartment without wearing masks.

33. Between September and December 2020, Ms. McDonald repeatedly reminded Property Management that, because of her disability, she needed maintenance staff to wear masks whenever they entered her apartment.

34. For example, on or about September 18, 2020, Ms. McDonald emailed the Property Manager that because of her “health issues” she needed maintenance staff to wear masks when they came to her apartment to complete a scheduled work order.

35. Despite Ms. McDonald’s repeated requests, maintenance staff continued to enter her apartment without wearing masks.

36. During late November and early December 2020, Ms. McDonald spoke to and emailed the Property Manager about this continuing problem. Ms. McDonald reported to the Property Manager that maintenance staff had recently entered her apartment without wearing a mask. She again reminded the Property Manager that, because of her disability, she needed staff to wear masks every time they entered her apartment. Ms. McDonald also repeated her request to be present during maintenance visits in order to confirm staff were wearing masks.

37. In response, the Property Manager informed Ms. McDonald that she would need to continue to make scheduling requests for maintenance staff on a case-by-case basis – and that she could do so by inserting “notes” into the standard online work order request forms residents at Olmsted Green frequently used to schedule maintenance work.

38. Property Management did not at any time provide Ms. McDonald with an Accommodation Form or otherwise acknowledge that she was making a request for an accommodation based on her disability; did not request any additional information from Ms. McDonald concerning her disability or need for an accommodation; or indicate to Ms. McDonald that Defendants would take any action in response to her repeated requests.

39. Throughout 2021 and 2022, Ms. McDonald continued to request that staff wear masks whenever they entered her apartment, including by inserting notes into work order requests she submitted to Property Management.

40. For example, on or about October 24, 2021, Ms. McDonald submitted a work order request form in which she indicated that maintenance staff had recently entered her apartment without “protective gear” and repeated that she needed staff to wear masks because of her “health issues.”

41. Despite Ms. McDonald’s efforts, maintenance staff continued to enter her apartment without wearing masks continuing into 2023.

42. On or about January 9, 2023, Ms. McDonald emailed Property Management about the continuing problems she was having with maintenance staff entering her apartment without wearing masks. Ms. McDonald repeated that she needed staff to wear masks because of her disability; that she had included requests that staff wear masks in her work orders; but that staff had recently entered her apartment without wearing masks on at least three occasions.

43. Ms. McDonald also requested that Property Management make certain that maintenance staff wore masks during an upcoming extermination at her apartment.

44. Ms. McDonald attached a copy of a letter from her medical provider to her June 9 email. The letter, which was originally prepared for Ms. McDonald to address an employment issue, documented her disability and confirmed that she needed to avoid exposure to COVID-19.

45. The Assistant Property Manager responded to Ms. McDonald’s request in an email stating: “I’m sorry to hear this and about maintenance not wearing masks if you asked them to. In the future, if you place a work order online or call it in, please make sure to give

instructions on wearing masks when they're in your unit so we can enter that on the work order itself." Property Management did not take any other action.

46. On or about January 23, 2023, maintenance staff entered Ms. McDonald's apartment without masking during the scheduled extermination.

47. Ms. McDonald contacted the Property Manager to report the problem the same day. Ms. McDonald indicated that, given the number of times she had told Property Management that she needed staff to wear masks because of her disability, Defendants' continuing failure to address the problem seemed intentional.

48. The Property Manager responded in email that stated: "It was not intentional. This was one of our new techs and I neglected to inform them. My apologies, in the future you can ask them to leave until a mask is provided."

49. After receiving this response, Ms. McDonald asked Property Management to schedule a meeting to discuss the situation. Ms. McDonald stressed that her "health was at stake" and that Defendants' failure to address her repeated requests "went beyond a mistake."

50. Property Management did not respond to Ms. McDonald's request for a meeting. Instead, on or about January 24, 2023, the Assistant Property Manager emailed Ms. McDonald and told her that, in the future, when she handled a work order for Ms. McDonald, she would be sure to provide instructions that staff wear masks before entering the apartment. The Assistant Property Manager also again suggested that Ms. McDonald could place a sign on her door instructing maintenance staff not to enter without wearing masks.

51. Ms. McDonald replied the same day by emailing Property Management that she felt she was being denied a reasonable accommodation. Ms. McDonald reminded Property Management that she had already been including instructions for staff to wear masks in her work

orders and that this approach was not effective; that she felt that Property Management should be taking additional measures to prevent staff from entering her apartment without wearing masks; and that telling her to “put a letter on the door” was not an acceptable resolution.

52. Property Management did not schedule a meeting with Ms. McDonald to discuss her request for an accommodation.

53. On February 14, 2023, Ms. McDonald provided Property Management with another letter from her medical provider. This letter documented Ms. McDonald’s disability and requested that “all maintenance workers wear a mask when entering her apartment.”

54. In February or early March 2023, Ms. McDonald placed a sign on her door instructing all visitors to wear masks when entering the apartment.

55. On or about March 23, 2023 and dates thereafter, maintenance staff entered Ms. McDonald’s apartment without masking.

56. Defendants’ misconduct has harmed Ms. McDonald, including by placing her physical health at risk and causing her to suffer persistent anxiety and distress.

Failure to Accommodate Aliyya Sadberry:

57. Aliyya Sadberry lives with her 10-year-old daughter, T.S.¹, at 47 Sandpiper Lane, Dorchester, Massachusetts.

58. Ms. Sadberry moved into her apartment on or about September 1, 2017 pursuant to a one-year lease agreement with Defendant Olmsted Green. The lease has been periodically renewed through to the present.

59. Ms. Sadberry’s daughter, T.S., is disabled. She has been diagnosed with autism spectrum disorder (ASD) and has significant sensory processing issues. Among other symptoms,

¹ Throughout this complaint, the Commonwealth will refer to Ms. Sadberry’s minor daughter by her initials.

T.S. becomes distressed when exposed to unfamiliar people, loud noises, and changes to her environment.

60. Over the last several years, Ms. Sadberry has learned that maintenance work in the apartment triggers and aggravates her daughter's sensory processing issues.

61. Before maintenance work occurs, Ms. Sadberry takes steps to prepare T.S. for the fact that workers will be in the apartment, and that the apartment may look different both while work is being done and after it is completed.

62. This process – both the preparation for and actual conduct of maintenance work – causes T.S. anxiety and distress.

63. Ms. Sadberry's lease provides that Defendants' maintenance staff may enter her apartment to complete maintenance work after providing 24 hours' notice of their intent to do so.

64. However, because of her daughter's disability, Ms. Sadberry needs to schedule maintenance work in advance so that she can prepare T.S. for the disruption.

65. Beginning in early 2022 and continuing thereafter, Ms. Sadberry experienced increasing difficulty scheduling maintenance work at her apartment. Maintenance staff repeatedly came to the apartment at unscheduled times and entered without permission.

66. In response, Ms. Sadberry requested that Defendants make changes to their maintenance scheduling practices to accommodate her daughter's disability.

67. Ms. Sadberry repeatedly notified Property Management that T.S. is autistic and that maintenance work aggravates her sensory processing issues; informed Property Management that she needed to be able to reliably schedule maintenance work in advance so that she could prepare T.S. and avoid unnecessarily distressing her; and indicated that maintenance staff should not enter the apartment except at scheduled times, with advance notice and permission.

68. Defendants failed to effectively respond to these requests and make changes to their maintenance practices in order to accommodate T.S because of her disability. Maintenance staff continued to enter Ms. Sadberry's apartment at unscheduled times without permission.

69. Without limiting the foregoing: in or about late March and early April 2022, Ms. Sadberry encountered extensive problems scheduling a work order at her apartment. She repeatedly contacted Property Management and asked to schedule the work for specific dates and times. Property Management either did not respond to these requests or scheduled the work order only to have maintenance staff fail to show up for the appointment.

70. On or about March 24, 2022, Ms. Sadberry emailed Property Management and told them she was frustrated that maintenance staff was not keeping scheduled appointments. Ms. Sadberry requested that, moving forward, Property Management confirm with her whether maintenance staff would be able to keep appointments.

71. On or about April 5, 2022, after she continued to have problems scheduling the work order, Ms. Sadberry emailed Property Management and notified them that T.S. was autistic, that her symptoms were aggravated by maintenance work at the apartment, and that she needed to know when maintenance staff were coming to complete the work order so that she could prepare T.S. for "unfamiliar person[s], tools, noise, things like that." Ms. Sadberry also requested that maintenance staff be provided with her phone number so that they could call before entering the apartment.

72. The Property Manager responded and informed Ms. Sadberry that maintenance staff would be coming to the apartment later that day to complete the work order.

73. The Property Manager did not otherwise acknowledge that Ms. Sadberry had made a request based on disability.

74. Maintenance staff did not come to Ms. Sadberry's apartment to complete the work order on April 5.

75. Between April 6 and 11, 2022, Ms. Sadberry continued to have difficulty scheduling the work order.

76. On or about April 11, 2022, maintenance staff failed to keep another scheduled appointment to complete the work order. Ms. Sadberry did not receive notice cancelling or rescheduling the work order.

77. At or about this time, Ms. Sadberry spoke to the Property Manager to stress that, because of T.S.'s disability, she needed to be able to reliably schedule maintenance work in advance. Ms. Sadberry also repeated that maintenance staff should only come to the apartment at scheduled times – and that no one should enter the apartment without advance notice and permission.

78. The Property Manager indicated that she understood Ms. Sadberry's request and would attempt to work with her to schedule maintenance work moving forward.

79. On or about April 18, 2022, Ms. Sadberry received a memo indicating that over the next several days maintenance staff would be replacing toilets and completing plumbing work throughout Olmsted Green.

80. Neither Property Management nor maintenance staff contacted Ms. Sadberry to schedule work in her apartment.

81. On April 18, Ms. Sadberry emailed Property Management and notified them that T.S. had particularly severe sensory and attachment issues related to bathrooms. Ms. Sadberry asked to know when the plumbing work at her apartment was going to be completed so that she

could prepare her daughter. Ms. Sadberry also informed Property Management that if the work was not properly scheduled in advance it would “definitely throw [T.S.] off.”

82. The Property Manager responded and indicated that the work in Ms. Sadberry’s apartment would be completed on April 19 or 20, 2022.

83. In her email, Ms. Sadberry had clearly indicated that she was seeking to schedule the work for a specific date and time because of her daughter’s disability. The Property Manager did not acknowledge this request or attempt to schedule the work for a specific date and time.

84. Maintenance staff did not come to Ms. Sadberry’s apartment on April 19 or 20.

85. Property Management did not contact Ms. Sadberry to cancel or reschedule.

86. On April 21, 2022, maintenance staff came to Ms. Sadberry’s apartment and entered without permission. Ms. Sadberry and her daughter were both home at the time.

87. Ms. Sadberry immediately emailed Property Management to notify them that the unscheduled entry into the apartment had “triggered” her daughter’s sensory issues. She reminded Property Management that T.S. had autism and requested that, moving forward, work orders be “handled differently” because of her daughter’s disability.

88. Later on April 21, Ms. Sadberry sent Property Management a second email concerning the incident. Ms. Sadberry repeated that she needed to schedule maintenance work for specific times, in advance, because of T.S.’s disability. She explained that T.S. was highly sensitive to her environment and again indicated that maintenance staff should not enter the apartment without advance notice and permission. Ms. Sadberry pleaded, “I promise I am not trying to be a pain, but autism is very complicated, and I have to be very careful...Please try to work with me going forward.”

89. Property Management did not respond to Ms. Sadberry's requests, provide her with an Accommodation Form, or acknowledge that she had repeatedly made requests for an accommodation based on her daughter's disability.

90. In May 2022, in an attempt to address the continuing problems she was having with maintenance work, Ms. Sadberry contacted the Director of Residence Services at the community development corporation that had developed Olmsted Green. Ms. Sadberry requested help scheduling upcoming inspection and maintenance work at her apartment.

91. Ms. Sadberry receives a housing subsidy commonly known as "Section 8." Section 8 regulations require that apartments be regularly inspected to ensure that the premises meet minimum housing quality standards.

92. Ms. Sadberry's apartment had failed an initial inspection in or about April 2022.

93. Ms. Sadberry contacted the Director of Residence Services seeking assistance scheduling the resulting repair work and reinspection.

94. The Director of Residence Services subsequently contacted Property Management about the issue.

95. In an email, the Property Manager assured the Director of Residence Services that "I'm sure we can accommodate and coordinate a day and time with her [Ms. Sadberry] that we can have maintenance do repairs."

96. Property Management subsequently contacted Ms. Sadberry and scheduled initial maintenance work related to the reinspection. But then, on June 29, 2022, maintenance staff again entered Ms. Sadberry's apartment without notice or permission to complete a follow-up work order.

97. Ms. Sadberry and T.S. were both asleep when maintenance staff entered the apartment. When T.S. woke up, she noticed that a cabinet door had been taken off its hinges in the kitchen. T.S. began to panic because she thought someone had broken into the apartment.

98. Ms. Sadberry immediately emailed Property Management about the incident.

99. The Assistant Property Manager responded and confirmed that maintenance staff had entered the apartment to make repairs to the kitchen cabinets.

100. Ms. Sadberry replied and explained, yet again, that maintenance staff should not enter the apartment without advance notice and permission because of her daughter's disability.

101. Shortly after the June 29 incident, Ms. Sadberry spoke to the Property Manager and inquired why maintenance staff were continuing to enter her apartment despite her repeated requests.

102. The Property Manager responded that Property Management had tried to enter scheduling instructions in work order forms for her apartment, but that a "glitch" in the computer system had been preventing them from doing so.

103. The Property Manager indicated to Ms. Sadberry that other residents at Olmsted Green had experienced similar problems.

104. Ms. Sadberry was not satisfied by this explanation. She did not understand why Property Management had not taken any other steps in response to her repeated requests.

105. After June 2022, Ms. Sadberry concluded that, in order to protect her daughter, she needed to try to avoid making maintenance work requests for her apartment.

106. In July 2022, Ms. Sadberry needed to have fluorescent lights changed out in her kitchen, but she did not want to risk another problem with maintenance work. So, on or about July 16, 2022, Ms. Sadberry informed Property Management of the issue and asked to have

replacement bulbs delivered to the management office. Ms. Sadberry explained that she would pick up the bulbs after they were delivered. She informed Property Management that maintenance staff did not have her permission to enter her apartment to replace the bulbs.

107. On or about July 21, 2022, maintenance staff entered Ms. Sadberry's apartment without notice or permission and left the replacement bulbs in the living room. Ms. Sadberry and her daughter were in the bedroom at the time. They came into the living room after they heard a crash and found the lightbulbs had fallen and shattered on the floor. This event again triggered T.S.'s sensory processing symptoms.

108. As a result of Defendants' misconduct, Ms. Sadberry has suffered continuing anxiety and distress about her daughter's health that has interfered with her ability to sleep at night. T.S. now requires constant reassurance that the apartment is safe; on some days, Ms. Sadberry has to walk from room to room with T.S. to assure her that the "man with the key" has not entered the apartment without their knowledge.

Administrative History

McDonald Complaint:

109. On or about February 9, 2023, Ms. McDonald filed a complaint with the Boston Fair Housing Commission alleging that Defendants had discriminated against her on the basis of disability by failing to make reasonable accommodations to their maintenance practices.

110. On or about May 24, 2023, BFHC issued a determination finding probable cause that Defendants had discriminated against Ms. McDonald in violation of the Boston Fair Housing Act and Antidiscrimination Law.

111. On May 31, 2023, Defendants elected judicial determination of the complaint.

112. BFHC subsequently dismissed the administrative proceeding and transferred the complaint to the Office of the Attorney General.

Sadberry Complaint:

113. On or about July 15, 2022, Ms. Sadberry filed a complaint with the Boston Fair Housing Commission alleging that Defendants had discriminated against her daughter on the basis of disability by failing to make reasonable accommodations to their maintenance practices.

114. On December 5, 2022, BFHC issued a determination finding probable cause that Defendants had discriminated against T.S. in violation of the Boston Fair Housing Act and Antidiscrimination Law.

115. Also on December 5, Defendants elected judicial determination of the complaint.

116. BFHC subsequently dismissed the administrative proceeding and transferred the complaint to the Office of the Attorney General.

CLAIMS

**Count One: Discrimination Based on Disability
Violations of G.L. c. 151B, §§ 4(6) and 7A
Asserted by the Commonwealth Against Each Defendant**

117. The Commonwealth realleges and incorporates the preceding paragraphs.

118. The property is a publicly assisted development, multiple dwelling, or contiguously located housing accommodation as those terms are defined at G.L. c. 151B, § 1.

119. Defendants unlawfully discriminated against residents at the property on the basis of disability.

120. Defendants failed to make, or unreasonably delayed making, reasonable accommodations to their maintenance practices necessary to afford residents with disabilities an equal opportunity to use and enjoy their apartments.

**Count Two: Discrimination Based on Disability
Violations of the Boston Fair Housing Act (St. 1994, c. 37, § 5)
Asserted by the Commonwealth Against Each Defendant**

121. The Commonwealth realleges and incorporates the preceding paragraphs.

122. The property is a covered housing accommodation under St. 1994, c. 37, §§ 1 and 5.

123. Defendants unlawfully discriminated against residents at the property on the basis of disability.

124. Defendants failed to make, or unreasonably delayed making, reasonable accommodations to their maintenance practices necessary to afford residents with disabilities an equal opportunity to use and enjoy their apartments.

**Count Three: Unfair and Deceptive Practices
Violations of G.L. c. 93A, §§ 2 and 4
Asserted by the Commonwealth Against Each Defendant**

125. The Commonwealth realleges and incorporates the preceding paragraphs.

126. Defendants are engaged in trade or commerce as those terms are defined at G.L. c. 93A, § 1.

127. At least five days before commencing this action, the Commonwealth provided Defendants with notice of its intent to file claims under the Consumer Protection Act, and provided them an opportunity to confer with the Office of the Attorney General concerning its proposed action as required by G.L. c. 93A, § 4. Notice was provided by postage-paid mail at Defendants' usual place of business and last known address.

128. Defendants have engaged, and continue to engage, in unfair and deceptive acts and practices in violation of the Consumer Protection Law, including:

129. Over a period of years, Defendants have engaged in a pattern of unfair and discriminatory behavior against residents with disabilities seeking reasonable accommodations to maintenance practices at the property.

130. Defendants knew, or should have known, that their misconduct was unfair and/or deceptive. Defendants are therefore subject to the imposition of civil penalties, costs, and attorney's fees.

Request for Relief

WHEREFORE, the Commonwealth respectfully requests that the Court:

- (A) Award the Commonwealth actual and punitive damages, civil penalties, costs and attorney's fees as authorized by statute;
- (B) Enjoin Defendants from engaging in conduct that violates the Consumer Protection Act (G.L. c. 93A, § 2);
- (C) Enjoin Defendants from engaging in conduct that violates the Antidiscrimination Law (G.L. c. 151B, §§ 6 and 7A);
- (D) Enjoin Defendants from engaging in conduct that violates the Boston Fair Housing Act (St. 1994, c. 37, § 5); and
- (E) Grant such additional or other relief as the Court may determine is appropriate or necessary.

Jury Demand

The Commonwealth demands a trial by jury on all issues that are properly triable by a jury.

[Signature on Following Page]

Respectfully submitted,

COMMONWEALTH OF MASSACHUSETTS
ANDREA JOY CAMPBELL
ATTORNEY GENERAL

/s/ Jon Burke_____

Jon Burke
Assistant Attorney General, BBO # 673472
Office of the Massachusetts Attorney General
One Ashburton Place
Boston, Massachusetts 02108
(774) 214 - 4416
jonathan.burke@mass.gov

Dated: July 14, 2022