COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA No.

MADELINE WALSH, CHRISTOPHER SHARPE, ANDREW PARENT and MOLLY MOLLICA, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

VISION ROPEWALK, LLC, CHARLESTOWN ROPEWALK, LLC, ROPEWALK MANAGING MEMBER, LLC, VISION PROPERTIES, LLC and COLDWELL BANKER REAL ESTATE LLC,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Madeline Walsh ("Walsh"), Christopher Sharpe ("Sharpe"), Andrew Parent ("Parent"), and Molly Mollica ("Mollica") ("Plaintiffs") hereby bring this action on behalf of themselves, and all other similarly situated individuals (the "Class" or "Class Members") against the Defendants, Vision Ropewalk, LLC, Charlestown Ropewalk, LLC, Ropewalk Managing Member, LLC, Vision Properties, LLC and Coldwell Banker Real Estate LLC ("Defendants") to recover damages and to enjoin the unfair, deceptive and unlawful practices complained of herein. The Plaintiffs Walsh and Sharpe are tenants who formerly resided at the subject residential property located at 58 13th Street, Charlestown, Massachusetts, commonly referred to as the Ropewalk Apartments ("Ropewalk"). The Plaintiffs Parent and Mollica are tenants who presently reside at the Ropewalk premises. The Defendants are the owners and/or managing agents of the Ropewalk Apartments. Defendants are also the present or former landlords and/or managing agents of the Plaintiffs and the Class Members.

The Plaintiffs claim that prior to the inception of their tenancies at Ropewalk, specifically on or about January 7, 2019, the Defendants entered into a Transportation Access Plan Agreement ("TAPA") with the City of Boston whereby the Defendants explicitly promised the City that every one of its residential leases with its tenants would require every tenant who owned a motor vehicle to obtain and provide to Defendants proof of private parking arrangements. In accordance with the TAPA, if the Ropewalk residents failed to purchase private parking, this would give rise to Defendants' right to terminate the lease. Despite the clear and explicit terms of the TAPA, none of the leases executed by Plaintiffs and the Class contained any language informing the tenants of this obligation. Additionally, shortly after the execution of the leases by Plaintiffs and the Class (and after Plaintiffs and the Class began to reside on the premises) the Defendants attempted to unilaterally amend the leases with a parking addendum which, for the first time, notified the tenants of their obligation to purchase private parking as established by the TAPA.

The Plaintiffs contend that the intentional omission from the original leases of the TAPA language, followed by the demand to comply with the parking addendum (with the threat of lease default for failure to do so) constituted clear violations of M.G.L.c. 186, § 14, the covenant of quiet enjoyment. The Plaintiffs further contend that the same acts and omissions constituted unfair and deceptive business practices in violation of M.G.L.c. 93A, and that said violations were committed willfully and/or knowingly, in bad faith and with resulting damages to Plaintiffs and the Class.

Separate and distinct from the acts and omissions outlined above, the Plaintiffs contend that Defendants collected Security Deposits from the Plaintiffs and the Class but failed to comply with several provisions of M.G.L.c. 186, § 15B, the so-called security deposit statute.

Specifically, the Plaintiffs contend that following the collection of the Security Deposits, the Defendants; a) failed to deposit the Security Deposits in a bank in compliance with G.L.c. 186, § 15B; b) failed to timely provide the Plaintiffs and the Class receipts indicating the name and location of the bank, as well as the associated account number; and c) failed to immediately forfeit the Security Deposits, together with appropriate interest, upon the class wide demand which was made upon Defendants by Plaintiffs in connection with these claims.

Plaintiffs contend that the violations of G.L.c. 186, § 15B outlined above constituted, generally, violations of G.L.c. 93, § 2. Also, more specifically, the same acts and omissions constituted violations of 940 CMR 3.17(4) which constituted per se violations of G.L.c. 93A. Finally, Plaintiffs contend that said violations were committed willfully and/or knowingly, in bad faith and with resulting damages.

PARTIES

1. Plaintiffs Walsh and Sharpe are former residential tenants of Ropewalk located at 58 13th Street, Unit 208, Charlestown, MA 02129.
2. Plaintiffs Parent and Mollica are current residential tenants of Ropewalk located at 58 13th Street, Unit 224, Charlestown, MA 02129.
3. Defendant Vision Ropewalk, LLC is a foreign corporation with a principal office located at 401 Elm Street, Suite 50, Conshocken, PA 19538.
4. Defendant Charlestown Ropewalk, LLC is a domestic corporation with a principal place of business located at 30 Green Lodge Street, Canton, MA 02121.
5. Defendant Ropewalk Managing Member, LLC is a domestic corporation with a principal place of business located at 30 Green Lodge Street, Canton, MA 02121.

6. Defendant Vision Properties, LLC, is a foreign corporation with a principal place of business located at Renaissance Center, 8745 Henderson Road, Tampa, FL 33634.
7. Defendant Coldwell Banker Real Estate LLC is a domestic corporation with a principal place of business located at 225 Cedar Hill Street #200, Marlborough, MA 01752.
8. The Defendants are all owners of the Ropewalk property as defined by 940 CMR 3.01, which states "For purposes of these regulations the term "owner" shall include one who manages, controls, and/or customarily accepts rent on behalf of the owner."

JURISDICTION AND VENUE

9. The Plaintiffs repeat and reallege the allegations set forth above.
10. This Court has personal jurisdiction over the Defendants by virtue of Defendants' transactions, marketing, advertising and/or conducting of trade/business throughout the Commonwealth.
11. Upon information and belief, this Court has jurisdiction over the claims contained herein as they relate to the Plaintiffs and the Class Members because the claims for damages greatly exceed fifty thousand dollars ($50,000.00).
12. Venue in this matter is proper because the Defendants are corporations that, at all times material hereto, owned, managed and/or operated the Ropewalk property, where the Plaintiffs currently or formerly resided, and which is located in Suffolk County.

FACTUAL ALLEGATIONS

13. The Plaintiffs repeat and reallege the allegations set forth above.
14. On or about April 26, 2021, Walsh and Sharpe entered into a residential lease agreement with Defendants for Unit 208 at the Ropewalk property for a tenancy that commenced on August 1, 2021.

15. On or about May 19, 2021, Parent and Mollica entered into a residential lease agreement with Defendants for Unit 224 at the Ropewalk property for a tenancy that commenced on September 1, 2021.
16. The terms and provisions of the residential lease agreement were and are at all times controlled by the mandates of G.L. c. 186, § 14 and G.L.c. 186, § 15B.
17. In connection with their residential leases, Walsh and Sharpe were required to provide payment of $3,000.00 (Three Thousand Dollars) as a Security Deposit to the Defendants.
18. Prior to the commencement of their tenancy, Walsh and Sharpe paid $3,000.00 (Three Thousand Dollars) as a Security Deposit to the Defendants.
19. In connection with their residential leases, Parent and Mollica were required to provide payment of $3,075.00 (Three Thousand Seventy-Five Dollars) as a Security Deposit to the Defendants.
20. Prior to the commencement of their tenancy, Parent and Mollica paid $3,075.00 (Three Thousand Seventy-Five Dollars) as a Security Deposit to the Defendants.
21. The Defendants failed to provide the Plaintiffs with Security Deposit receipts, within 30 days after such deposit was received by the Defendants, indicating the name and location of the bank in which the Security Deposits were deposited and the amount and account number of said deposits.
22. The Defendants failed to deposit the Plaintiffs' Security Deposits in a bank account in compliance with G.L.c. 186, § 15B.
23. The Defendants did not include in the Plaintiffs' original residential leases the language it had contractually promised the City of Boston it would include therein, as part of Defendants' TAPA with the City.

24. After the commencement of the Plaintiffs' residential leases, the Defendants attempted to unilaterally amend the Plaintiffs' original leases to include the requirement that they pay for private parking while, at the same time, threatening the Plaintiffs with default under the contract (giving rise to possible eviction) if they did not comply with said parking addendum.

CLASS ALLEGATIONS

25. The Plaintiffs repeat and reallege the allegations set forth above.
26. In connection with their residential leases, numerous Class Members were required to provide Security Deposits to the Defendants.
27. In connection with their residential leases, numerous Class Members provided Security Deposits to the Defendants.
28. At or before the inception of the Class Members' residential leases, the Defendants made a contractual promise to the City of Boston to include language in said residential leases which would require every Ropewalk tenant to obtain private parking arrangements as a condition of their lease.
29. The Defendants did not include in the original residential leases of numerous Class Members the language it had contractually promised the City of Boston it would include therein.
30. After the commencement of the Class Members' original residential leases, the Defendants attempted to unilaterally amend the leases to include the requirement that the tenants pay for private parking while, at the same time, threatening the Class Members with default under the contract (giving rise to possible eviction) if they did not comply with said parking addendum.
31. The Plaintiffs bring this class action on behalf of themselves and all other similarly situated individuals in accordance with Massachusetts Rule of Civil Procedure 23 and M.G.L.c. 93A.

32. The Class shall be defined as all current and former residential tenants of Defendants' Ropewalk facility who:

    A. entered into a lease agreement with Defendants provided Security Deposits to Defendants; and/or

    B. owned a motor vehicle and entered into an original lease agreement with Defendants which did not contain any requirement that the tenant purchase private parking.

33. The members of the Class are so numerous that joinder of all members would be impracticable.

34. The Plaintiffs' claims are common and typical of the claims of other members of the Class, as all members of the Class have been similarly affected by the Defendants' acts omissions and practices as described herein.

35. The Plaintiffs will fairly and adequately protect the interests of the Class and are represented by counsel experienced in complex class action litigation.

36. Common questions of law and fact exist and predominate over any questions of law or fact which may affect only individual Class members, including:

    A. Whether Defendants' failure to include in its residential leases the required proof-of-parking language that it promised the City of Boston it would include in the subject leases constituted violations of G.L.c. 186, § 14;

    B. Whether Defendants' failure to provide in its residential leases the required-proof-of-parking language that it promised the City of Boston it would include in the subject leases, constituted violations of G.L.c. 93A;

    C. Whether Defendants' attempt to unilaterally amend the leases to include the requirement that the Class Members pay for private parking while, at the same time,

threatening those persons with default under the contract (giving rise to possible eviction) if they did not comply, constituted violations of G.L.c. 186, § 14;

D. Whether Defendants' attempt to unilaterally amend the leases to include the requirement that the Class Members pay for private parking while, at the same time, threatening those persons with default under the contract (giving rise to possible eviction) if they did not comply, constituted violations of G.L.c. 93A;

E. Whether some or all of the acts and omissions of the Defendants committed in relation to the handling of the Security Deposits constituted violations of M.G.L. c. 186, § 15B;

F. Whether some or all the acts and omissions of the Defendants committed in relation to the handling of the Security Deposits constitute violations of G.L.c. 93A;

G. Whether some or all of the acts and omissions of the Defendants committed in relation to the handling of the Security deposits constitute violations of 940 CMR 3.17 et seq.;

H. Whether some or all of the acts and omissions of the Defendants were committed willfully and/or knowingly, and in bad faith;

I. The applicable statute of limitations to be determined on any or all of the successful causes of action;

J. Whether Defendants should be permanently enjoined from continuing some or all of the practices which are the subject matter of this civil action; and

K. Whether Plaintiffs and the Class are entitled to damages, and if so, the proper measure of damages.

37. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because:

    A. The financial harm suffered by individual Class Members is such that it would be economically unfeasible for them to litigate their claims individually;

    B. The factual and legal issues common to all Class Members far outweigh any individual questions;

    C. A class action will foster economies of time, effort and expense to ensure uniformity of decisions, presenting the most efficient manner of adjudicating the claims set forth herein, while prosecution of separate lawsuits by individual Class Members would create the risk of inconsistent and conflicting adjudications; and

    D. There will be no unusual or extraordinary management difficulties in administering this case as a class action.

COUNT I
VIOLATIONS OF G.L.c. 186, § 14

38. The Plaintiffs repeat and reallege the allegations set forth above.

39. The Defendants leased residential apartments located at the Ropewalk property to the Plaintiffs. **Exhibit 1**, Walsh and Sharpe lease, 4 pages. **Exhibit 2**, Parent and Mollica lease, 4 pages.

40. The terms of the leases enclosed as **Exhibit 1** and **Exhibit 2** above are subject to the mandates of G.L.c. 186, § 14.

41. Prior to the inception of the Plaintiffs' tenancies, the Defendants entered into a contractual TAPA with the City of Boston that required the Defendants to include the following language in all of its residential leases with all Ropewalk tenants:

> "No parking will be provided on-site. Residents who own vehicles will be required by lease to provide proof of parking arrangements at a nearby parking facility. Failure to provide proof of parking arrangements may result in termination of lease."
>
> See **Exhibit 3**, TAPA Agreement between the City of Boston Transportation Department and Charlestown Ropewalk, LLC, 17 pages plus exhibits, p. 4.

42. The Defendants failed to include the language quoted in Paragraph 41 above in the original residential leases of Plaintiffs and all Class Members. **Exhibit 1** and **Exhibit 2.**

43. The Defendants' failure to include the language quoted in Paragraph 41 above in the original residential leases of the Plaintiffs and the Class constituted violations of M.G.L.c. 186, § 14.

44. During the residential lease terms of Plaintiffs and the Class, the Defendants attempted to unilaterally amend the leases of all residents by imposing the following lease addendum:

> This is a lease addendum for parking. The terms used in this Lease Addendum are defined:
>
> **Owner**: shall be Charlestown Ropewalk, LLC
> **Tenant:** shall be Residents.
>
> **PARKING:** The Tenant is advised that the residents of the Building are not eligible for on street parking permits under the City of Boston Resident Parking Program and that there is no on-site parking at the Building. Any on-street parking permits previously issued through the City of Boston Parking Program are subject to revocation by the City of Boston Transportation Department. Tenant is responsible for obtaining parking for all of Tenant's vehicles at one of the following off-site parking facilities: Constitution Center, Nautica Garage, Flagship Wharf, 22 Bedford Street, and the building 99 Garage. Failure to comply with this parking obligation shall constitute a default under the contract.
>
> Resident Acknowledges that Resident has read this Contract, the Community Addendum, the Rules and Regulations and all addenda. Resident affirms that Resident will, in all respect, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.
>
> **Exhibit 4** ("Parking Addendum").

45. The Defendants' attempt to unilaterally impose the Parking Addendum terms, while simultaneously threatening the Plaintiffs and Class Members with default should they not comply therewith, constituted violations of M.G.L.c. 186, § 14.

46. As a result of the Defendants' violations of M.G.L.c. 186, § 14, the Plaintiff and the Class have suffered damages.

47. The Defendants attempt to unilaterally impose new terms upon the existing residential leases of the Plaintiffs and the Class Members during their tenancies, without consideration and at the threat of default was an unlawful, unfair and deceptive act.

48. Defendants representation to the Plaintiffs and the Class that the terms and conditions of the Parking Addendum were legally binding upon them was an unlawful, unfair and deceptive act.

49. As a result of the Defendants' violations of M.G.L.c. 186, § 14, Plaintiffs and the Class have suffered damages.

WHEREFORE, the Plaintiffs respectfully request that this court enter Judgment against the Defendants for their violations of M.G.L. c. 186, § 14, and that the court award damages in the amount of actual damages or in the minimum amount of three times rent (whichever is greater), together with interest, costs and attorneys' fees as mandated by the statute.

COUNT II
VIOLATIONS OF G.L.c. 186, § 15B
(Security Deposit Violations)

50. The Plaintiffs repeat and reallege the allegations set forth above.

51. The terms of the leases enclosed as **Exhibit 1** and **Exhibit 2** above are subject to the mandates of G.L.c. 186, § 15B.

52. In connection with their residential leases, Walsh and Sharpe were required to provide payment of $3,000.00 (Three Thousand Dollars) as a Security Deposit to the Defendants. **Exhibit 5**, Rent and Security Deposit Receipt for Walsh and Sharpe, 2 pages.
53. Prior to the commencement of their tenancy, Walsh and Sharpe paid $3,000.00 (Three Thousand Dollars) as a Security Deposit to the Defendants.
54. In connection with their residential leases, Parent and Mollica were required to provide payment of $3,075.00 (Three Thousand Seventy-Five Dollars) as a Security Deposit to the Defendants. **Exhibit 6**, Rent and Security Deposit Receipt for Parent and Mollica, 2 pages.
55. Prior to the commencement of their tenancy, Parent and Mollica paid $3,075.00 (Three Thousand Seventy-Five Dollars) as a Security Deposit to the Defendants.
56. The Defendants also collected Security Deposits from numerous other Class Members.
57. The Defendants failed to provide the Plaintiffs with Security Deposit receipts, within 30 days after such deposit was received by the Defendants, indicating the name and location of the bank in which the Security Deposits were deposited and the amount and account number of said deposit as mandated by G.L.c. 186, § 15B.
58. The Defendants failed to deposit the Plaintiffs' Security Deposit in compliance with G.L. 186, § 15B.
59. Upon information and belief, the Defendants failed to provide the Class Members with Security Deposit receipts, within 30 days after such deposit was received by the Defendants, indicating the name and location of the bank in which the Security Deposits were deposited and the amount and account number of said deposit as mandated by G.L.c. 186, § 15B.
60. Upon information and belief, the Defendants failed to deposit the Security Deposits from numerous other Class members in compliance with G.L. 186, § 15B.

61. As a result of the Defendants' violations of G.L.c. 186, § 15B, the Plaintiffs and the Class were entitled to the immediate return of their Security Deposits upon demand.

62. On May 18, 2022, Plaintiffs, through their counsel, sent a demand letter pursuant to G.L.c. 186, § 15B and G.L.c. 93A to Defendants demanding, inter alia, the immediate forfeiture of the Security Deposits paid by the Plaintiffs and the Class, together with additional damages totaling three times the Security Deposits, interest, costs and attorneys' fees. **Exhibit 7,** 8 pages ("Class Wide Demand").

63. On June 17, 2022, the Defendants, Vision Ropewalk, LLC, Charlestown Ropewalk, LLC, Ropewalk Managing Member, LLC and Vision Properties, LLC, through counsel, responded to the Class Wide Demand denying that the aforementioned Defendants had violated any provisions of G.L.c. 186, § 15B. **Exhibit 8**, 3 pages, ("Defendants' Demand Response").

64. On June 29, 2022, the Defendant, Coldwell Banker Real Estate LLC, through counsel, responded to the Class Wide Demand denying that Defendant had violated any provisions of G.L.c. 186, § 15B. **Exhibit 9,** 6 pages, ("Coldwell's Demand Response").

65. Despite denying any violations of G.L.c. 186, § 15B, neither Defendants' Demand Response nor Coldwell's Demand Response contained any supporting documentation regarding;

    a. the name and location of the bank where the Security Deposits were being held;

    b. the account number(s);

    c. the manner in which the money was held; and/or

    d. the statutorily required notice of same purportedly sent to the Plaintiffs and the Class.

66. As of the date of the filing of this Complaint, Plaintiffs' counsel still has not received any of the documentation referenced in Paragraph 64 above for either the Plaintiffs or the Class.

67. The Defendants' Demand Response, despite asserting full compliance with the statute, nevertheless asserted that the "security deposit and applicable interest has already been returned to any and all current or former residents." **Exhibit 8,** p. 3.

68. As of the date of the filing of this Complaint, neither Mollica nor Parent (nor their counsel) have received any return of their Security Deposit whatsoever.

69. Prior to the forwarding of the Class Wide Demand, Walsh and Sharpe, whose tenancy had terminated on or before April 30, 2022, received a check from the Defendant, Charlestown Ropewalk, LLC, for the return of their Security Deposit without any interest whatsoever. **Exhibit 10**.

70. As of the date of this Complaint, neither Walsh nor Sharpe (nor their counsel) have received any interest payments on their Security Deposit.

71. To date, upon information and belief, none of the Defendants have returned to the Class the full amounts of their Security Deposits and interest to which they are entitled to pursuant to G.L. 186, § 15B.

WHEREFORE, the Plaintiffs respectfully request that this court enter Judgment against the Defendants for violations of G.L.c. 186, § 15B and award damages in the amount of three times the Security Deposits, together with interest, costs and attorneys' fees as mandated by the statute.

COUNT III
VIOLATIONS OF M.G.L.c. 93A
(For Violations of M.G.L.c. 186, § 14)

72. The Plaintiffs repeat and reallege the allegations set forth above.

73. The Defendants' acts and omissions as described in Count I above constituted unfair and deceptive business practices in violation of G.L.c. 93A, § 2.

74. The Defendants' acts and omissions as described in Count I above were committed willfully and/or knowingly, in bad faith, and with resulting damages.

75. The Class Wide Demand, forwarded by the Plaintiffs, through their counsel, to the Defendants on behalf of themselves and the Class, was a statutorily compliant G.L.c. 93A demand letter sufficiently detailing the Defendants' above-referenced violations of G.L.c. 186, § 14 and G.L.c. 93A, as well as sufficiently detailing the resulting damages.

76. The Defendants' Demand Response contained an unreasonable offer of settlement.

77. Coldwell's Demand Response contained an unreasonable offer of settlement.

WHEREFORE, the Plaintiffs respectfully request that this court enter Judgment against the Defendants for violation(s) of G.L.c. 93A, determine whether said violations were committed willfully and/or knowingly and/or in bad faith, and award damages in accordance with G.L.c. 93A.

COUNT IV
VIOLATIONS OF M.G.L.c. 93A
(For Violations of M.G.L.c. 186, § 15B and 940 CMR 3.17(4))

78. The Plaintiffs repeat and reallege the allegations set forth above.

79. The Defendants' violations of G.L.c. 186, § 15B as described in Count II above constituted unfair and deceptive business practices in violation of G.L.c. 93A, § 2.

80. The Defendants' violations of G.L.c. 186, § 15B as described in Count II above were committed willfully and/or knowingly, in bad faith, and with resulting damages.

81. The Defendants' violations of G.L.c. 186, § 15B as described in Count II above constituted violations of 940 CMR 3.17(4).

82. The Defendants' violations of 940 CMR 3.17(4) as described in Count II above constituted per se violations of G.L.c. 93A.

83. The Defendants' acts and omissions as described in Count II above constituted, generally, unfair and deceptive business practices in violation of G.L.c. 93A, § 2.

84. The Defendants' acts and omissions as described in Count II were committed willfully and/or knowingly, in bad faith, and with resulting damages.

85. The Class Wide Demand, forwarded by the Plaintiffs, through their counsel, to the Defendants on behalf of themselves and the Class, was a statutorily compliant G.L.c. 93A demand letter sufficiently detailing the Defendants' violations of G.L.c. 186, § 15B and 940 CMR 3.17(4), as well as sufficiently detailing the resulting damages.

86. The Defendants' Demand Response contained an unreasonable offer of settlement.

87. Coldwell's Demand Response contained an unreasonable offer of settlement.

WHEREFORE, the Plaintiffs respectfully request that this court enter Judgment against the Defendants for violation(s) of G.L.c. 93A, determine whether said violations were committed willfully and/or knowingly and/or in bad faith, and award damages in accordance with G.L.c. 93A.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, demand judgment against Defendants as follows:

A. An order determining that this action is a proper class action and certifying the Plaintiffs as representatives of the putative class;

B. An order appointing Plaintiffs' counsel as competent legal representatives of the putative class in this action;

C. An order determining that the acts and omissions of the Defendants complained of herein constitute violations of M.G.L. c. 186, § 14;

D. An order determining that the acts and omissions of the Defendants complained of herein constitute violations of M.G.L. c. 186, § 15B;

E. An order determining that the acts and omissions of the Defendants complained of herein constitute violations of 940 CMR 3.17(4);

F. An order determining that the acts and omissions of the Defendants complained of herein constitute violations of M.G.L. c. 93A;

G. An order determining that acts and omissions described herein were committed willfully and/or knowingly, and in bad faith;

H. An order awarding the Plaintiffs and the Class multiple damages, together with interest, costs, and reasonable attorneys' fees;

I. An order determining the appropriate statute of limitations applicable to each claim as plead;

J. An order permanently enjoining the Defendants from continuing the unlawful practices which are the subject matter of this action;

K. An order awarding the Plaintiffs an appropriate incentive award for acting as Class Representatives; and

L. An order awarding the Plaintiffs and the Class any further relief as may be just and appropriate.

JURY DEMAND

The Plaintiffs, on behalf of themselves and all other similarly situated individuals, hereby demand trial by jury on all counts of this Complaint, which are triable by a jury.

Respectfully submitted,
The Plaintiffs,
Madeline Walsh,
Christopher Sharpe,
Andrew Parent, and
Molly Mollica,
By Their Attorneys,

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EXHIBIT 1

GREATER BOSTON REAL ESTATE BOARD

STANDARD FORM APARTMENT LEASE (SIMPLIFIED FIXED TERM)

Date: **April 26, 2021**

This is a Lease of Apartment No. **Unit 208**, Located in a Building Numbered **58 13th STreet Charlestown MA** in _____, Massachusetts. The Landlord is **Vision Properties**

whose address is **401 E Elm St, Conshohocken, PA 19428-1994** and whose telephone number is **(610)828-9690)-**. The Tenant is **Maddie Walsh, Chris Sharpe**. The term of this lease is **12 months**, beginning on **August 1, 2021**, and ending on **July 31, 2022**, although it is possible that the term may end sooner as explained later in the Lease. Landlord and Tenant agree that each of them has various rights and duties, and that this Lease is subject to certain conditions, as follows:

*FOR MAINTENANCE THE TENANT SHOULD CONTACT:
LESSOR
(Name) (Telephone)

(Street Address) (City, State, Zip)

*To be filled in only where maintenance is performed by Managing Agent.

TENANT:
This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.

_____

_____

This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this Apartment

1. RENT : (a): On or before the first day of every month, in advance, the Tenant must pay the monthly rent, which is $ **3,000.00**.

(b) The Landlord is required to pay real estate taxes on the Landlord's property, which includes the Building as well as the land on which it is located. Real estate taxes are assessed on a fiscal year basis, and each fiscal year begins on July 1 and ends on the following June 30. The most recent tax bill received by the Landlord was for the fiscal year ending June 30 **N/A**, but real estate taxes may be higher in later fiscal years. If this happens, the Tenant will be required to pay **N/A** % of the increase. This payment, which is considered additional rent, will be prorated if this Lease is not in effect throughout the entire fiscal year in which the tax increase occurs. The Landlord will notify the Tenant of any tax increase, and will explain how the Tenant's share is to be paid. The Tenant's share of any tax increase must always be in proportion to the relationship between (1) the apartment and (2) the whole of the real estate being taxed, namely the Building and the land on which it is located. If the Landlord obtains an abatement or refund of the real estate tax levied on the whole of the real estate, a proportionate share of the abatement or refund, less reasonable attorney's fees, if any, must be refunded to the Tenant.

2. HEAT AND UTILITIES: Landlord will furnish all required heat, hot water, fuel oil and utilities to the Apartment, with the following exceptions. First, the Tenant must make all service arrangements and pay all bills for telephone as well as ☐ gas, ☒ electricity and ☒ water and sewer service, if checked. Gas or electricity should be checked only if the Tenant's usage is measured by a separate meter which has already been installed, in which case it will also be the Tenant's responsibility to make all necessary service arrangements. Water and sewer service should be checked only if (a) the Tenant's usage is measured by a separate meter or submeter which has already been installed and (b) a Water and Sewer Submetering Addendum has been signed by both the Landlord and the Tenant. Second, if the following box ☐ is checked, the tenant must make all necessary service arrangements and pay all bills for fuel oil, which is provided through a separate oil tank and used to supply heat and/or hot water only to the Apartment. The Tenant must make sure that no fuel oil or utility service furnished by the Landlord is wasted.

Form ID: RH206 PD: 05/19

EQUAL HOUSING OPPORTUNITY

3. ALTERATIONS AND INSTALLATIONS: The Tenant is permitted to arrange furniture in the Apartment as the Tenant wishes. However, at no time can the Tenant paint, decorate, make holes in, or attach things to any of the floors, walls, ceilings, doors, or equipment in the Apartment or elsewhere in the Building. No washing machine, air-conditioning unit, space heater, clothes dryer, antenna, or similar type of equipment can be installed or operated without the Landlord's permission. Waterbeds are likewise prohibited.

4. CLEANLINESS: The Tenant must keep the Apartment in a clean and sanitary condition, free of garbage, rubbish, and other filth. The Tenant is responsible for properly placing all garbage and rubbish in containers provided by the Landlord.

5. DELAYS: It is possible that the Landlord may not be able to let the Tenant move into the Apartment when scheduled. If this happens, and if the Landlord is not to blame, the Tenant will not owe any rent for the period up to the time when the Landlord lets the Tenant move in, and the Tenant will have no claim against the Landlord. If delay continues for more than thirty (30) days, either party may terminate the lease by notifying the other party seven (7) days in advance. If the reason for the delay is the fact that the Apartment is still occupied by someone else, the Landlord may try to evict the occupant on behalf of the Tenant.

6. ACCESS: In order to get to and from the Apartment, the Tenant will be using passageways, stairways, and hallways in and around the Building. These areas cannot be used for any other purpose, not even for the temporary storage of such things as baby carriages and bicycles outside the Apartment. If any deliveries are made to the Apartment, the Tenant must make sure that the job is finished as quickly as possible without blocking anyone else's ability to enter the building or another apartment.

7. PARKING: No parking is allowed on the Landlord's property without the Landlord's permission.

8. ANIMALS: No dogs, cats, birds or other animals may be kept in the Apartment or allowed anywhere else in the building or on the Landlord's property without the Landlord's permission. The Landlord may decide, even after giving permission, that a particular animal may not be allowed to stay. If the animal belongs to the Tenant, the Tenant must, immediately upon notice from the Landlord, arrange to have the animal removed.

9. CONSIDERATION FOR OTHERS: Everyone living in the Building must be a good and considerate neighbor who understands and respects the fact that other persons should not be bothered by noise or other disturbances. A loud party is one example of something which the Tenant must avoid. Another example is playing a television, radio, or record player with the volume turned up too high. Musical instruments should only be played at times when others in the Building won't be annoyed. Of course, the Apartment can be used only as a residence, and no business activity of any nature may take place. It is also important to maintain the good appearance of the Building, and the Tenant must never place any object on an outside windowsill or hang, shake or attach anything, including signs, from or on windows, exterior walls or outside the Apartment without the Landlord's permission.

10. REPAIR AND MAINTENANCE: Both the Landlord and the Tenant have responsibility for the repair and maintenance of the Apartment. If the Landlord permits the Tenant to install the Tenant's own equipment, such as refrigerators, washing machines and dryers, dishwashers, stoves, garbage grinders, and electrical fixtures, the Tenant must properly install and maintain the equipment and make all necessary repairs. The Tenant is also required to keep all toilets, wash basins, sinks, showers, bathtubs, stoves, refrigerators and dishwashers in a clean and sanitary condition. The Tenant must exercise reasonable care to make sure that these facilities are properly used and operated. In general, the Tenant will always be responsible for any defects resulting in abnormal conduct by the Tenant. Whenever the Tenant uses the Apartment or any other part of the Building, the Tenant must exercise reasonable care to avoid damage to floors, walls, doors, windows, ceiling, roof, staircases, porches, chimneys, or other structural parts of the Building. As long as the Tenant complies with all of these duties, the Landlord will make all required repairs at the Landlord's expense to make sure that the Apartment is livable and fit for human habitation. If the Tenant wishes to request maintenance, the Tenant should contact the Landlord unless a managing agent is named at the beginning of this agreement.

11. ENTRY BY LANDLORD: Whenever permitted by law, the Landlord will be entitled to enter the Apartment even though the term of the Lease has not yet ended. Entry is permitted if the Landlord wants to inspect the Apartment or make repairs, or if the Landlord wants to show the Apartment to other persons who may be interested in buying the property, making a mortgage loan to the Landlord, or renting the Apartment after the Tenant has moved out. The Landlord can also enter the Apartment if it appears to have been abandoned by the Tenant or if the Landlord obtains an appropriate court order. Future laws may authorize entry for other reasons as well. If the Landlord ever notices that the Tenant is not properly maintaining the Apartment or is otherwise failing to comply with the Tenant's obligations under this Lease, the Landlord has the right to correct the problem and charge the Tenant for any reasonable costs which the Landlord incurs in doing so. The Tenant must then promptly reimburse the Landlord for these costs.

12. LOCKS AND KEYS: The Landlord must maintain any required locks on the main entry door of the Building as well as every entry door and exterior window of the Apartment. The Tenant may not change or replace any lock or add any new locks unless the landlord gives permission. Whenever a lock is changed or replaces, or a new lock is added, a duplicate key must promptly be given to the landlord.

13. OCCUPANCY, TRANSFER AND SUBLEASES: The Apartment may be occupied only by the Tenant, the husband or wife of the Tenant, any children now living with the Tenant, or any children born to the Tenant after this Lease is signed. In addition, the Tenant cannot transfer any rights under this Lease to any other person, nor can the Tenant sublease the Apartment or allow any part of it to be used by a boarder, lodger or roommate. Although the Tenant is allowed to have guests and other temporary visitors, the Tenant must in all cases abide by the provisions of this paragraph unless the Tenant has received permission to the contrary from the Landlord.

14. PENALTIES: The Landlord will never be subject to any penalties (above and beyond reimbursement for actual loss suffered by the Tenant) solely because the Landlord is unable to provide a service or fulfill any other obligation normally required under this Lease as a result of any restrictions imposed by any governmental body, or any interruptions caused by making necessary repairs, or any natural cause beyond the control of the Landlord. A good example of this would be if the Landlord could not keep the Apartment adequately heated because of fuel restrictions imposed by the government.

15. CASUALTY AND EMINENT DOMAIN: If a substantial part of the Apartment or Building is damaged by fire or other casualty, or taken by eminent domain, the Landlord my terminate this Lease within thirty (30) days after the event by giving notification to the Tenant fifteen (15) days in advance. If the casualty or taking makes the Apartment substantially unsuitable for human habitation, rent will be equitably adjusted, and if the Apartment is not restored to a condition substantially suitable for human habitation within thirty (30) days following the casualty or taking, the Tenant may terminate this Lease within thirty (30) days thereafter by notification to the Landlord fifteen (15) days in advance. In the case of taking, the Tenant may make a claim against the responsible governmental body in order to collect damages for any personal property taken from the Tenant and also to obtain funds for moving to a new residence. All other eminent domain damages and awards will belong to the Landlord. In the case of a fire or other casualty, the Tenant must look to its own insurance company if the Tenant's personal property is damaged.

16. RULES AND REGULATIONS: In order to help carry out the provisions of this Lease, the Landlord may from time to time issue rules and regulations for the benefit, safety, comfort and convenience of all occupants of the Building or for the Landlord's convenience in operating the Building. Such rules and regulations may deal with matters such as safety, cleanliness, care, and orderly conduct, both in the Apartment and the rest of the Building. The Tenant must comply with these rules and regulations just as if they were a part of this Lease.

17. TENANT'S RESPONSIBILITY: The Tenant is responsible for the conduct of any and all family members, friends, relatives, delivery personnel, guests and to other persons who are invited or allowed by the Tenant to be on the Landlord's property. The Tenant must make sure that these persons conduct themselves properly and do not violate any provisions of this Lease. Whenever the Landlord has to pay any expense, or suffers any other loss, because of anything done by the Tenant or any other person mentioned in this paragraph, the Tenant must promptly provide full reimbursement.

18. EARLY TERMINATION: If the Tenant does not comply with any obligation imposed on the Tenant under this Lease, or if the Tenant admits being or is declared to be bankrupt or insolvent, or if the Tenant appears to have abandoned the Apartment, the Landlord may terminate the Lease by notification to the Tenant. The termination will become effective seven (7) days after the notice is given, except where the Tenant has failed to pay rent, in which case the termination will become effective fourteen (14) days after the notice is given.

19. MOVING OUT: Whenever this Lease terminates, the Tenant must immediately make sure that all occupants move out of the Apartment and take all of their personal property with them. The Tenant must deliver all keys to the Landlord and must leave behind all property belonging to the Landlord. The Apartment and all facilities in the Apartment must be clean and sanitary and must be in a condition which conforms to the Tenant's repair and maintenance responsibilities under this Lease.

20. EVICTION: If the Tenant fails to comply with Paragraph 19, the Landlord will be entitled to start a suit in court to have the Tenant evicted. If this happens, and the Landlord is successful, a sheriff or constable will be able to forcibly remove all persons and personal property from the apartment. The Landlord will have no responsibility for the official actions of the sheriff or constable.

21. DAMAGES: If this Lease terminates because of a default of the Tenant, the Tenant must immediately pay to the Landlord the difference between (1) all rent which would have been payable throughout the rest of the Lease term, including any extension or renewal, if the termination had not occurred and (2) any lessor amount of rent which the Landlord may reasonably expect to receive from another Tenant during the same period. If the Landlord's actual rental income from time to time during this period, after deducting any brokerage commission or other reasonable cost which has to be paid in order to find a new Tenant and prepare the Apartment for the new Tenant, is less than originally expected, the damages payable by the Tenant will be increased accordingly, so long as the Landlord has made a reasonable attempt to find a suitable new Tenant. The Landlord may take advantage of any other remedy which is authorized by law, and may combine any and all available remedies in order to make sure that the Landlord is fully compensated for the Tenant's default.

22. NOTICES: Whenever this Lease requires or allows notices to be given by either party to the other, the notice must be in writing. If the notice is from the Landlord to the Tenant, the notice will be assumed to have been given if sent by certified or registered mail to the apartment, or the notice may be given by leaving it at the apartment with the Tenant or any responsible person living with the Tenant in the Apartment. If the notice is from the Tenant to the Landlord, the notice will be assumed to have been given if sent by certified or registered mail to the address of the Landlord as stated at the beginning of this agreement, or to any other address if notice of the new address has been given to the Tenant. The parties may also use any other method of giving notice which is permitted by law. Whenever notice is sent by mail, the party giving the notice must pay all necessary postage and must mail the notice early enough to make sure that it will be received when due.

23. PERMISSIONS AND INVALIDITY: The mere fact that one party has allowed the other to violate this Lease on a particular occasion does not mean that any future violation will also be allowed. The Landlord will never be assumed to have given permission to the Tenant under the terms of this Lease, or to have relieved the Tenant from any of the Tenant's obligations, unless the Landlord has made his intention clear in advance and in writing. If any provision of this Lease is declared to be invalid on a particular occasion, the Lease will still be in effect to the fullest extent permitted by law.

24. PERSONAL LIABILITY: If the Landlord is not a natural person, no individual trustee, beneficiary, partner, manager, member, officer, director, shareholder or other principal of the Landlord will be personally responsible to pay money damages for failure to comply with any of the obligations of the Landlord but the Tenant will have rights against any of the assets owned in the name of the trust or partnership.

25. REPRISALS: The Landlord is forbidden from threatening to take or taking reprisals against the Tenant in certain cases where the Tenant is properly attempting to assert the Tenant's legal rights.

26. COPY OF LEASE: If the Landlord has orally agreed to sign this Lease, the Landlord must do so and deliver a signed copy to the Tenant within thirty (30) days after the landlord receives a copy signed by the Tenant.

27. ATTACHED FORMS: If any forms (such as Rent Receipt, Rent and Security Deposit Receipt or Apartment Condition Statement) are attached to this Lease, they are to be considered a part of the Lease for all purposes.

28. LEGAL EFFECT: Although this agreement has attempted to express the rights and duties of the parties in simple language understandable to a layman, the Tenant understands that this Lease will be treated as a formal legal instrument under seal and will be binding on all persons having any future dealings with the Landlord's property. If more than one copy is signed, all copies will be equally effective. If more than one person is named as the Tenant, the Landlord may hold any such person legally responsible for all of the obligations of the Tenant under this Lease.

29. ADDITIONAL PROVISIONS:

No smoking including vaping. No air b and b or subletting. Lessee will obtain renter's insurance. Lessee pays for utilities which are metered separately and charged to lessee ledger. Apartment will be professionally cleaned for lessee; lessee is responsible for hiring a professional cleaner at move out. Lessee permitted to put up art and photographs provided he/she patches and paints holes at move-out. Move-out on last day of lease is 11am. Lessee will give 60 days notice of intent to renew lease or intent to vacate at end of lease.

RENT IS DUE ON OR BEFORE THE 1ST OF THE MONTH.

LESSEE WILL FILL OUT AND RETURN APARTMENT CONDITION STATEMENT PER THE DOCUMENT ATTACHED TO LEASE.

LANDLORD: DocuSigned by: [signature] 4/26/2021
Vision Properties

TENANT: DocuSigned by: Maddie Walsh 4/26/2021
Maddie Walsh

LANDLORD: _____

TENANT: DocuSigned by: [signature] 4/26/2021
Chris Sharpe

TENANT: _____

TENANT: _____

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO $750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

GUARANTY

Because the Landlord is agreeing to sign this Lease, the person signing below (the "Guarantor") will be legally responsible for all of the obligations of the Tenant under this Lease. Whenever the Landlord would be entitled to take action against the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under law (technically known as "suretyship defenses") which otherwise permits the Guarantor to avoid or reduce his or her liability to the Landlord. This Guaranty will have the same legal effect as the Lease (see Paragraph 28).

GUARANTOR: _____

_____

EXHIBIT 2

GREATER BOSTON REAL ESTATE BOARD

STANDARD FORM APARTMENT LEASE (SIMPLIFIED FIXED TERM)

Date: **May 19, 2021**

This is a Lease of Apartment No. **Unit 224**, Located in a Building Numbered **58 13th Street Charlestown MA** in _____, Massachusetts. The Landlord is **Vision Properties**

whose address is **401 E Elm St, Conshohocken, PA 19428-1994** and whose telephone number is **(610)828-9690**. The Tenant is **Molly Mollica, Andrew Parent**. The term of this lease is **12 months**, beginning on **September 1, 2021**, and ending on **August 31, 2022**, although it is possible that the term may end sooner as explained later in the Lease. Landlord and Tenant agree that each of them has various rights and duties, and that this Lease is subject to certain conditions, as follows:

*FOR MAINTENANCE THE TENANT SHOULD CONTACT:
LESSOR
(Name) (Telephone)

(Street Address) (City, State, Zip)

*To be filled in only where maintenance is performed by Managing Agent.

TENANT:
This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.

DS MM DS AP

This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this Apartment

1. RENT : (a): On or before the first day of every month, in advance, the Tenant must pay the monthly rent, which is $ **3,075.00**.

(b) The Landlord is required to pay real estate taxes on the Landlord's property, which includes the Building as well as the land on which it is located. Real estate taxes are assessed on a fiscal year basis, and each fiscal year begins on July 1 and ends on the following June 30. The most recent tax bill received by the Landlord was for the fiscal year ending June 30 **N/A**, but real estate taxes may be higher in later fiscal years. If this happens, the Tenant will be required to pay _____% of the increase. This payment, which is considered additional rent, will be prorated if this Lease is not in effect throughout the entire fiscal year in which the tax increase occurs. The Landlord will notify the Tenant of any tax increase, and will explain how the Tenant's share is to be paid. The Tenant's share of any tax increase must always be in proportion to the relationship between (1) the apartment and (2) the whole of the real estate being taxed, namely the Building and the land on which it is located. If the Landlord obtains an abatement or refund of the real estate tax levied on the whole of the real estate, a proportionate share of the abatement or refund, less reasonable attorney's fees, if any, must be refunded to the Tenant.

2. HEAT AND UTILITIES: Landlord will furnish all required heat, hot water, fuel oil and utilities to the Apartment, with the following exceptions. First, the Tenant must make all service arrangements and pay all bills for telephone as well as ☐ gas, ☒ electricity and ☒ water and sewer service, if checked. Gas or electricity should be checked only if the Tenant's usage is measured by a separate meter which has already been installed, in which case it will also be the Tenant's responsibility to make all necessary service arrangements. Water and sewer service should be checked only if (a) the Tenant's usage is measured by a separate meter or submeter which has already been installed and (b) a Water and Sewer Submetering Addendum has been signed by both the Landlord and the Tenant. Second, if the following box ☐ is checked, the tenant must make all necessary service arrangements and pay all bills for fuel oil, which is provided through a separate oil tank and used to supply heat and/or hot water only to the Apartment. The Tenant must make sure that no fuel oil or utility service furnished by the Landlord is wasted.

Form ID: RH206 PD: 05/19

EQUAL HOUSING OPPORTUNITY

3. ALTERATIONS AND INSTALLATIONS: The Tenant is permitted to arrange furniture in the Apartment as the Tenant wishes. However, at no time can the Tenant paint, decorate, make holes in, or attach things to any of the floors, walls, ceilings, doors, or equipment in the Apartment or elsewhere in the Building. No washing machine, air-conditioning unit, space heater, clothes dryer, antenna, or similar type of equipment can be installed or operated without the Landlord's permission. Waterbeds are likewise prohibited.

4. CLEANLINESS: The Tenant must keep the Apartment in a clean and sanitary condition, free of garbage, rubbish, and other filth. The Tenant is responsible for properly placing all garbage and rubbish in containers provided by the Landlord.

5. DELAYS: It is possible that the Landlord may not be able to let the Tenant move into the Apartment when scheduled. If this happens, and if the Landlord is not to blame, the Tenant will not owe any rent for the period up to the time when the Landlord lets the Tenant move in, and the Tenant will have no claim against the Landlord. If delay continues for more than thirty (30) days, either party may terminate the lease by notifying the other party seven (7) days in advance. If the reason for the delay is the fact that the Apartment is still occupied by someone else, the Landlord may try to evict the occupant on behalf of the Tenant.

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19. MOVING OUT: Whenever this Lease terminates, the Tenant must immediately make sure that all occupants move out of the Apartment and take all of their personal property with them. The Tenant must deliver all keys to the Landlord and must leave behind all property belonging to the Landlord. The Apartment and all facilities in the Apartment must be clean and sanitary and must be in a condition which conforms to the Tenant's repair and maintenance responsibilities under this Lease.

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21. DAMAGES: If this Lease terminates because of a default of the Tenant, the Tenant must immediately pay to the Landlord the difference between (1) all rent which would have been payable throughout the rest of the Lease term, including any extension or renewal, if the termination had not occurred and (2) any lessor amount of rent which the Landlord may reasonably expect to receive from another Tenant during the same period. If the Landlord's actual rental income from time to time during this period, after deducting any brokerage commission or other reasonable cost which has to be paid in order to find a new Tenant and prepare the Apartment for the new Tenant, is less than originally expected, the damages payable by the Tenant will be increased accordingly, so long as the Landlord has made a reasonable attempt to find a suitable new Tenant. The Landlord may take advantage of any other remedy which is authorized by law, and may combine any and all available remedies in order to make sure that the Landlord is fully compensated for the Tenant's default.

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23. PERMISSIONS AND INVALIDITY: The mere fact that one party has allowed the other to violate this Lease on a particular occasion does not mean that any future violation will also be allowed. The Landlord will never be assumed to have given permission to the Tenant under the terms of this Lease, or to have relieved the Tenant from any of the Tenant's obligations, unless the Landlord has made his intention clear in advance and in writing. If any provision of this Lease is declared to be invalid on a particular occasion, the Lease will still be in effect to the fullest extent permitted by law.

24. PERSONAL LIABILITY: If the Landlord is not a natural person, no individual trustee, beneficiary, partner, manager, member, officer, director, shareholder or other principal of the Landlord will be personally responsible to pay money damages for failure to comply with any of the obligations of the Landlord but the Tenant will have rights against any of the assets owned in the name of the trust or partnership.

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26. COPY OF LEASE: If the Landlord has orally agreed to sign this Lease, the Landlord must do so and deliver a signed copy to the Tenant within thirty (30) days after the landlord receives a copy signed by the Tenant.

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28. LEGAL EFFECT: Although this agreement has attempted to express the rights and duties of the parties in simple language understandable to a layman, the Tenant understands that this Lease will be treated as a formal legal instrument under seal and will be binding on all persons having any future dealings with the Landlord's property. If more than one copy is signed, all copies will be equally effective. If more than one person is named as the Tenant, the Landlord may hold any such person legally responsible for all of the obligations of the Tenant under this Lease.

29. ADDITIONAL PROVISIONS:

No smoking including vaping. No air bnb or subletting. Lessee will obtain renter's insurance. Lessee pays for utilities, which are metered separately and charged to lessee ledger. Apartment will be professionally cleaned for lessee; lessee is responsible for hiring a professional cleaner at move out. Lessee permitted to put up art and photographs provided he/she/they patch and paint holes at move out. Move out on last day of leases is 11am. Lessee will give 60 days notice of intent to renew lease or intent to vacate at end of lease.

RENT IS DUE ON OR BEFORE THE 1ST OF THE MONTH.

LESSEE WILL FILL OUT AND RETURN APARTMENT CONDITION STATEMENT PER THE DOCUMENT ATTACHED TO LEASE.

LANDLORD: DocuSigned by: [signature] 5/19/2021
Vision Properties

TENANT: DocuSigned by: Molly Mollica 5/19/2021
Molly Mollica

LANDLORD: _____

TENANT: DocuSigned by: [signature] 5/19/2021
Andrew Parent

TENANT: _____

TENANT: _____

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO $750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

GUARANTY

Because the Landlord is agreeing to sign this Lease, the person signing below (the "Guarantor") will be legally responsible for all of the obligations of the Tenant under this Lease. Whenever the Landlord would be entitled to take action against the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under law (technically known as "suretyship defenses") which otherwise permits the Guarantor to avoid or reduce his or her liability to the Landlord. This Guaranty will have the same legal effect as the Lease (see Paragraph 28).

GUARANTOR: _____

_____

EXHIBIT 3

TRANSPORTATION ACCESS PLAN AGREEMENT

entered into between

THE CITY OF BOSTON TRANSPORTATION DEPARTMENT

and

CHARLESTOWN ROPEWALK, LLC

for

THE ROPEWALK

This Transportation Access Plan Agreement (hereinafter "TAPA") is entered into this 5th day of December, 2018 by and between the CITY OF BOSTON, acting through its TRANSPORTATION DEPARTMENT with offices at One City Hall Plaza, Room 721, Boston, Massachusetts, 02201, (hereinafter "BTD") and Charlestown Ropewalk, LLC with a principal place of business c/o Vision Ropewalk, LLC, 401 Elm Street, Suite 50, Conshohocken, PA 19538 (hereinafter "Developer").

WHEREAS, the Developer has completed the review process required by Article 80 of the Boston Zoning Code (hereinafter "Article 80 Review"), which review process contains a Transportation Component, (*see Section 80B-3 (1)*); and

WHEREAS, the Developer acknowledges that the construction and operation of the Development will impact the transportation network within the City of Boston; and

WHEREAS, BTD and the Developer desire to mitigate such transportation impacts through a Construction Management Plan (hereinafter "CMP"), and a Transportation Access Plan Agreement (hereinafter "TAPA");

Now, therefore, in consideration thereof, the following is agreed between BTD and the Developer (hereinafter "Parties"):

Section 1. Definitions and Exhibits

A. **"Access Plan"** shall mean the Transportation Sections of the Project Notification Form, Draft Project Impact Report, Final Project Impact Report and any supplemental information as developed through the Article 80 Review process.

B. **"Article 80 Review"** shall mean the City of Boston Development review requirements, regulations and process, as defined in Article 80 of the Boston Zoning Code.

C. **"BTD"** shall mean the City of Boston Transportation Department, with offices at One City Hall Plaza, Room 721, Boston, Massachusetts, 02201, its successors and assigns.

D. **"CMP"** shall mean the Construction Management Plan.

E. **"Development"** shall mean the Development discussed in this TAPA and summarized in Section 2 A.

F. "**Developer**" shall mean the Developer described above.

G. "**ISD**" shall mean the City of Boston Inspectional Services Department with offices at 1010 Massachusetts Avenue, Boston, Massachusetts, 02118, its successors and assigns.

H. "**PIC**" shall mean the Public Improvement Commission of the City of Boston with offices at One City Hall Plaza, Room 714, Boston, Massachusetts, 02201, its successors and assigns.

I. "**City**" shall mean the City of Boston.

J. "**PWD**" shall mean the Public Works Department of the City of Boston with offices at One City Hall Plaza, Room 714, Boston, Massachusetts, 02201, its successors and assigns.

K. "**Site**" shall mean the parcel(s) as set forth in the Site Plan (*Exhibit A*). The legal description of the Site is more fully set forth in *Exhibit B*.

L. "**Site Plan**" shall mean the Development's Site Plan as approved by BTD and set forth more fully in *Exhibit A*. The Site Plan is subject to change by BTD and/or PIC.

M. "**TAPA**" shall mean this Transportation Access Plan Agreement.

Section 2. Development and Mitigation Summary

A. Development Summary

Described below is a summary of the proposed Development:

The Ropewalk (the "Project" and/or the "Site") will involve renovations and improvements to two existing historic structures within the former Charlestown Navy Yard; the former Ropewalk (Building 58) and Tar House (Building 60). The Project will contain a total of approximately 119,567 square feet (sf) of gross floor area consisting of the following:

The Ropewalk – Approximately 111,091 sf with:
- Approximately 92 residential units
- Approximately 3,600 sf of exhibition space open to the public.

Tar House – Approximately 8,476 sf with:
- Approximately 5 residential units.

No on-site parking will be provided.

The Project is more particularly described in an Expanded Project Notification Form (EPNF) submitted to the BPDA on April 30, 2014 and a subsequent Notice of Project change (NPC) submitted on March 14, 2016. The Project was approved by the BPDA Board on April 14, 2016.

B. Mitigation Summary

In order to mitigate the impacts of the Development a summary of the major mitigation commitments is described below:

- Provide ADA accessible paths to the Flirtation Walk from:
  - 5th Street;
  - 3rd Avenue at 6th Street; and
  - 4th Avenue at 9th Street.
- Provide bicycle accommodation on-site for residents, employees, and visitors:
  - Secure, covered bicycle storage residents and for building employees; and
  - Exterior public bicycle racks for short-term visitors.
- Implement a Transportation Demand Management program as further described in Section 4.D.

Section 3. Site Access and Parking Management

A. Site Plan

The 1:20 scale Site Plan is attached as *Exhibit A*, signed and stamped by a licensed engineer in the state of Massachusetts, and approved by BTD. The Site Plan is subject to change by BTD and/or PIC.

Described below are the elements that have been included in the Site Plan:

- Public right-of-way layout.
- Sidewalk/pedestrian ramps.
- Curb cuts/driveways.
- Traffic control devices (signs, signals, pavement markings, etc.).
- Existing and proposed curb regulations for on-street parking.
- Hydrants.
- Sidewalk furniture, bicycle racks.

An amendment to this TAPA will be required only when site plan or building program changes are desired that will materially affect overall Site access, Site operations, or area circulation patterns and will be fully coordinated between the Proponent, BTD, and PIC. Any changes to the Site Plan requested by BTD or PIC shall require approval by the proponent.

B. Site Access

a. Described below is a summary of the vehicular ingress and egress as depicted in the Site Plan *(Exhibit A)*:

As shown on the site plan attached as Exhibit A.1:

- Pedestrian access/egress for both The Ropewalk building and the Tar House building will be from the Flirtation Walk which extends the length of The Ropewalk and between the Tar House. Access to the Flirtation Walk will be from 13th Street, Chelsea Street, 5th Street, 4th Avenue, and 3rd Avenue.

- Primary pedestrian access to The Ropewalk will be at the north end of the building with secondary access from the east side of the building along the Flirtation Walk.
- Primary pedestrian access to the Tar House will be from Flirtation Walk.
- Vehicular access for pick-up/drop-off and deliveries to the Site will be curbside along 13th Street, 4th Avenue, and 3rd Avenue.

b. Described below is a summary of the truck loading and service management as depicted in the Site Plan *(Exhibit A)*:

As shown in Exhibit A.1, loading/service, trash/recycling pick-up, and move-in/move-out activities for the Project will be from the existing on-street loading zone along 4th Avenue at 9th Street. Trash/recycling pick-up may also occur along 3rd Avenue at 6th Street.

- Building management will oversee all loading/service/delivery operations, move-in/move-out activities, and trash removal.
  - Loading/service/delivery activities will be encouraged to occur during off-peak traffic periods.
  - Move-in/move-out activities will be curbside and require a BTD permit.

C. Parking Management

Described below is the Development's parking management plan:

No parking will be provided on-site. Residents who own vehicles will be required by lease to provide proof of parking arrangements at a nearby parking facility. Failure to provide proof of parking arrangements may result in termination of lease.

The Project will provide on-site bicycle accommodation for building residents, employees, and visitors:

- Secure, covered bicycle storage will be provided at a ratio accommodating at least 1.0 space for each residential unit and can be used by Project residents and employees.
- Public short-term bicycle parking will be provided for approximately 20 bicycles at convenient locations around the Site.

Section 4. Mitigation and Timeline

A. Required before issuance of a Building or Foundation Permit by ISD (whichever is needed first by the Developer).

a. A signed and executed copy of this Agreement (TAPA).

b. An approved Construction Management Plan (CMP), *(BTD Requirements for Construction Management Plan (CMP) are set forth in Appendix 1).*

B. Required after issuance of the first Building or Foundation Permit by ISD (whichever is needed first by the Developer).

Traffic Monitoring Equipment

In order to monitor construction and/or for long-term traffic and intersection monitoring, the Developer, when required, shall:

- None.

C. Required before issuance of a Certificate of Occupancy by ISD.

Transportation Systems Improvements

When required, in order to mitigate the transportation impacts of the Development, the Developer shall implement the following Transportation System Improvements. These improvements will offset the transportation impacts of the Development on roadways, sidewalks, intersections and public transit. BTD Requirements for Implementation of Transportation System Improvements are set forth in *Appendix 2.*

a. Geometric Changes to Public Right-of-Way:

Described below are the Developer's commitments for changes to the Public Right-of-Way:

As illustrated in Exhibit A.1 and subject to PIC and/or BTD review and approval, the Project will:

- Provide ADA accessible paths to the Flirtation Walk from:
  - 5th Street;
  - 3rd Avenue at 6th Street; and
  - 4th Avenue at 9th Street.

b. Traffic Signal System Improvements:

Described below are the Developer's commitments for Traffic Signal System Improvements:

- None.

c. Pavement Markings and Sign Improvements:

Described below are the Developer's commitments for Pavement Markings and Sign Improvements:

- None.

d. Public Transportation Improvements:

Described below are the Developer's commitments for Public Transportation Improvements:

- None.

e. Street Furniture Improvements:

Described below are the Developer's commitments for Street Furniture Improvements:

- None.

f. All Other Mitigation:

Described below are other commitments by the Developer not addressed above:

- None.

D. Required after issuance of Certificate of Occupancy by ISD.

Transportation Demand Management (hereinafter "TDM") Measures

In order to mitigate the transportation impacts of the Development on an ongoing basis after the Development is occupied, the Developer shall institute TDM Measures. TDM Measures minimize the use of automobiles being used by one person, also known as Single Occupancy Vehicle use (hereinafter "SOV") and maximize the use of alternative modes of transportation. This will reduce traffic congestion and air pollution and provide employees with incentives for flexible work time.

a. Transportation Management Association (hereinafer "TMA") Membership

The Developer shall work with other area businesses in implementing TDM Measures. Joining and participating in a local TMA will satisfy this requirement. TMA's can provide many of the required TDM Measures, including ridematching, guaranteed ride home, and transit information and promotional materials.

Described below are the Developer's commitments to TMA membership:

- Not applicable.

b. Transportation Coordinator

A Transportation Coordinator shall oversee all transportation issues including, managing TDM Measures, parking, loading and service. In addition, the Transportation Coordinator will be responsible for the Transportation Monitoring and Annual Report described below, and will serve as the contact and liaison for BTD and TMA

Described below are the Developer's commitments for a Transportation Coordinator:

- Designate a Transportation Coordinator for the building. The Transportation Coordinator may be part of the building management or property management staff.
- Provide BTD with the name and contact information of the Transportation Coordinator within six (6) months of the issuance of a Certificate of Occupancy.

c. Transit Pass Programs

Described below are the Developer s commitment for Transit Pass Programs:

- Not applicable.

d. Ridesharing / Carpooling

Described below are the Developer's commitments to Ridesharing/Carpooling:

- Not applicable.

e. Guaranteed Ride Home Program

Described below are the Developer's commitments to Guaranteed Ride Home Program:

- Not applicable.

f. Information and Promotion of Travel Alternatives

Described below are the Developer's commitments to provide information and promote travel alternatives to employees and/or residents:

The Developer will communicate in its marketing materials the transit-oriented nature of the Project and promote the proximity to public transportation and both car sharing and bicycle sharing services.

Through the Transportation Coordinator, the Project will:

- Provide residents with travel alternatives including transit information, and local car and bicycle sharing services upon request.
- Provide information on travel alternatives via the Project's web site, should one be active.
- Provide information on travel alternatives to new employees and new residents.

g. Transportation Monitoring and Annual Report

The purpose of the Transportation Monitoring and Annual Report is to provide BTD an update on transportation related issues, such as the performance of TDM Measures.

The Developer shall provide an Annual Report to BTD by November 30th. If the Certificate of Occupancy for the Development is issued less than 6 months before November 30th, then the report will be due November 30th of the following year. All employee sites with 250 or more employees are required to submit yearly ridesharing surveys to the Massachusetts Department of Environmental Protection (DEP) by November 15th. The information may be used to inform the Annual Report due November 30th to BTD.

Section 5. Terms and Conditions

A. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this TAPA, and such failure or breach shall continue for 60 days after written notice thereof from BTD, BTD may institute any such actions and proceedings as BTD may deem appropriate, including but not limited to actions: to compel specific performance; and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

B. Records and Reports

The Developer shall keep and maintain books, records, and other documents regarding compliance with this TAPA. The Developer shall make the same available at all reasonable times for inspection, copying, audit and examination by BTD, and shall provide BTD with an annual report that summarizes the same by November 30th of each calendar year.

This TAPA shall not be recorded with the Registry of Deeds. However, the Developer agrees, upon the request of BTD, to record a Notice of this Agreement with the Registry of Deeds. Any such notice shall expressly state that it is executed pursuant to the provisions contained in this TAPA and it is not intended to vary the terms and conditions of this Agreement.

C. Assumption of Liability

The Developer shall assume the defense of BTD, its officers, agents, and/or employees, and hold them harmless from all suits and claims against them or any of them, arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

D. Assignment

The Developer may assign its interest in this TAPA, but only subject to and by complying with the following conditions:

a. Prior to the assignment, the Developer shall notify BTD of its intention to assign and identify all prospective assignees.

b. At the time of assignment, the Developer shall not be in default of the terms and conditions of this TAPA imposed upon the Developer to date. If any terms and conditions are in default, the Developer must notify BTD and receive BTD's approval to assign while in default.

c. BTD shall then supply the Developer with the appropriate form to be used as the instrument of assignment, which shall be executed as an Amendment to this TAPA.

d. The TAPA Amendment shall be drafted by the Developer expressly stating the terms and conditions of the assignment, specifically which covenants and provisions the Assignee shall assume and agree to perform, including any mitigation that may be in default.

e. There shall promptly be delivered to BTD three originals of the TAPA signed by the Developer and Assignee, for signature and approval by BTD.

E. Waiver

No act by or on behalf of BTD shall be, or deemed or construed to be, a waiver of any such requirement or provision of this TAPA, unless the same be in writing, signed by BTD and expressly stated to constitute such waiver. Any express waiver by BTD shall not operate to waive such rights, terms or conditions, beyond the specific instance of such waiver.

F. Conflict of Interest

The Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of Chapter 268A of the Massachusetts General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

G. Successors and Assigns

The provisions of this TAPA shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A of the Massachusetts General Laws) and the public body or bodies succeeding to the interests of BTD.

It is the intention of the Parties that the provisions of this TAPA may only be enforced by the Parties hereto and that no other person or persons are authorized to undertake any action to enforce any provisions hereof without the prior written approval of the Parties.

H. Amendment

This TAPA, or any part thereof, may be amended from time to time hereafter only in writing executed by BTD and the Developer.

I. Severability

Each and every covenant and agreement contained in this TAPA is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this TAPA or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid and unenforceable shall not be affected thereby, and each term and provision of this TAPA shall be valid and shall be enforced to the extent permitted by law.

J. Governing Law

This TAPA shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

K. Conflict of Law

In the event that any action or activity required by the provisions herein cannot be undertaken without violating any special or general law, the failure to undertake or continue to

undertake such action or activity shall not be considered a breach of this TAPA. Any Party relying on this section shall notify the other Party in writing identifying the affected action or activity, the applicable law that may be violated and providing an explanation as to why that law would be violated by taking such action or activity.

L. Execution in Triplicate

This TAPA shall be executed in triplicate. All three copies shall be deemed to be originals and together shall constitute but one and the same instrument.

M. Effective Date

This TAPA shall become effective as of the date it is executed by all Parties.

N. Terms of this Agreement

This Agreement shall commence on the "Effective Date" and shall terminate thirty (30) years from that date.

O. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by BTD with respect to such measures.

P. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of BTD, and shall be deemed delivered if mailed postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party, which is as follows unless otherwise designated by written notice to the other Party.

DEVELOPER: Charlestown Ropewalk, LLC
c/o Vision Ropewalk, LLC
401 Elm Street, Suite 50
Conshohocken, PA 19538
Attn: Richard P. Shaffer, Manager

with a copy to: Casner & Edwards LLP
303 Congress Street
Boston, MA 02210
Attn.: David J. Chavolla, Esq.

and a copy to: Hughes, Kalbrenner & Ozorowski, LLP
1250 Germantown Pike, Suite 205
Plymouth Meeting, PA 19462
Attn.: George J. Ozorowski, Esq

BTD: Boston Transportation Department
Boston City Hall, Room 721
One City Hall Plaza
Boston, MA 02201
Attn: BTD Commissioner

with copies to: Boston Law Department
Boston City Hall, Room 615
One City Hall Plaza
Boston, MA 02201
Attn: Corporation Counsel

(signatures on following page)

Q. Signatures

IN WITNESS WHEREOF, the parties hereto have caused this TAPA to be signed, sealed and delivered by their respective duly authorized representatives,

DEVELOPER: CHARLESTOWN ROPEWALK, LLC

By: _____
(As duly authorized; see *Exhibit C.*)

Date: 12/10/18

CITY: BOSTON TRANSPORTATION DEPARTMENT

By: _____
Gina N. Fiandaca, Commissioner

Date: 1/7/19

Approved as to form:

_____
Robert Arcangeli, Assistant Corporation Counsel
City of Boston Law Department

Attachments
Appendix 1: BTD Requirements for Construction Management Plan (CMP)
Appendix 2: BTD Requirements for Implementation of Transportation System Improvements

Exhibit A: Site Plans
Exhibit B: Legal Description of the Site
Exhibit C: Evidence of Authority

Appendix 1

BTD Requirements for Construction Management Plan (CMP)

The Developer shall prepare a Construction Management Plan (which details measures to ensure the maintenance of existing levels of service on adjacent roadways during the construction of the Development and to minimize disruption in the area, and shall submit said plan to BTD for approval. Such approval shall be obtained prior to the Developer obtaining any building permit from ISD. It is understood by the Developer that the development of a CMP is a precondition to the issuance of a building permit for the Development by ISD.

The CMP shall include, without limitation, measures dealing with: proposed street occupancies; use of tower cranes; sidewalk occupancies or obstruction of pedestrian flow; materials staging; transportation and parking for construction workers; hours of construction work; materials delivery. Key issues to be incorporated in the CMP include:

- The need for full or partial street closures, street occupancy, sidewalk closures and/or sidewalk occupancy during construction.
- Frequency and schedule for truck movements and construction materials deliveries, including designated and prohibited delivery times.
- Truck routing plan (including designated truck routes and sign plan).
- Construction staging and material handling. Staging areas to be coordinated with existing construction occurring in the area.
- Times of construction activity.
- Plans for maintaining pedestrian and vehicle access during each phase of construction.
- Parking provisions for construction workers.
- Mode of transportation for construction workers, initiatives for reducing Driving and parking demand such as TDM Measures as applied to construction workers.
- Coordination with other construction projects in the area.
- Distribution of information regarding construction conditions and impact mitigation to abutters. This includes construction site signs. All construction sites shall include a sign that lists the name of the construction company (general contractor), their phone number, which is clearly visible to enable the public to call with any questions or concerns.
- Costs. All construction costs are the responsibility of the developers.

Failure to comply with the provisions of the CMP may result in withdrawal of the building permit or street occupancy permit until such time as the Commissioner of BTD determines that the Developer is in compliance with the construction management plan.

Appendix 2

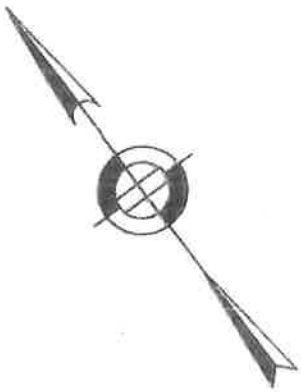
BTD Requirements for Implementation of Transportation System Improvements

All transportation system improvements including, geometric changes, traffic signal changes and all elements of the design, construction and inspection, will be carried out and fully funded by the Developer in close coordination with BTD. All work must meet BTD specifications and standards and must be performed by certified and licensed firms that meet BTD's approval. BTD must approve each step in the design and construction process. The Developer is responsible for obtaining all necessary permits and licenses. Once completed the improvements will be made available for BTD inspection. Based on inspection, the Developer shall complete any outstanding items or repairs within 3 months of the inspection date. If the Developer is unable to meet these deadlines, the Developer shall notify BTD in writing to request an extension. Based on consultation with the Developer, BTD may, at its discretion, set new deadlines. Once approved, ownership of the improvements will transfer to the City and the appropriate agency therein, and all final design documents will be submitted to the City.

Exhibit A

Site Plans

[Attached]



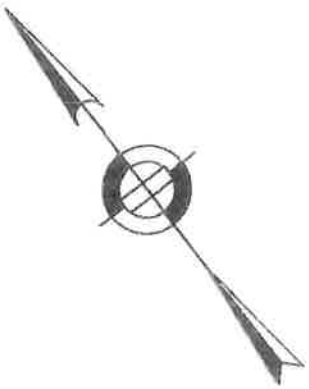


Exhibit B

Legal Description

[Attached]

EXHIBIT A-1

LEASE PLAN OF LAND

[Please see attached.]

REGISTRY OF DEEDS USE ONLY

NOTES:
PARCEL ID: 0203510000 (PART OF)

ZONING:
ZONING DISTRICT: HARBORPARK, CHARLESTOWN WATERFRONT
ZONING SUBDISTRICT: CHARLESTOWN NAVY YARD
SUBDISTRICT TYPE: CHARLESTOWN NAVY YARD
OVERLAYS: URBAN RENEWAL
MAP No.: 2B / 2C
ARTICLE: 42B

OWNER
BOSTON REDEVELOPMENT AUTHORITY
1 CITY HALL PLAZA
BOSTON MA 02201

THE PURPOSED OF THIS PLAN IS TO DEPICT LEASING BOUNDARIES FROM PARCEL ID: 0203510000 AS SHOWN HEREON

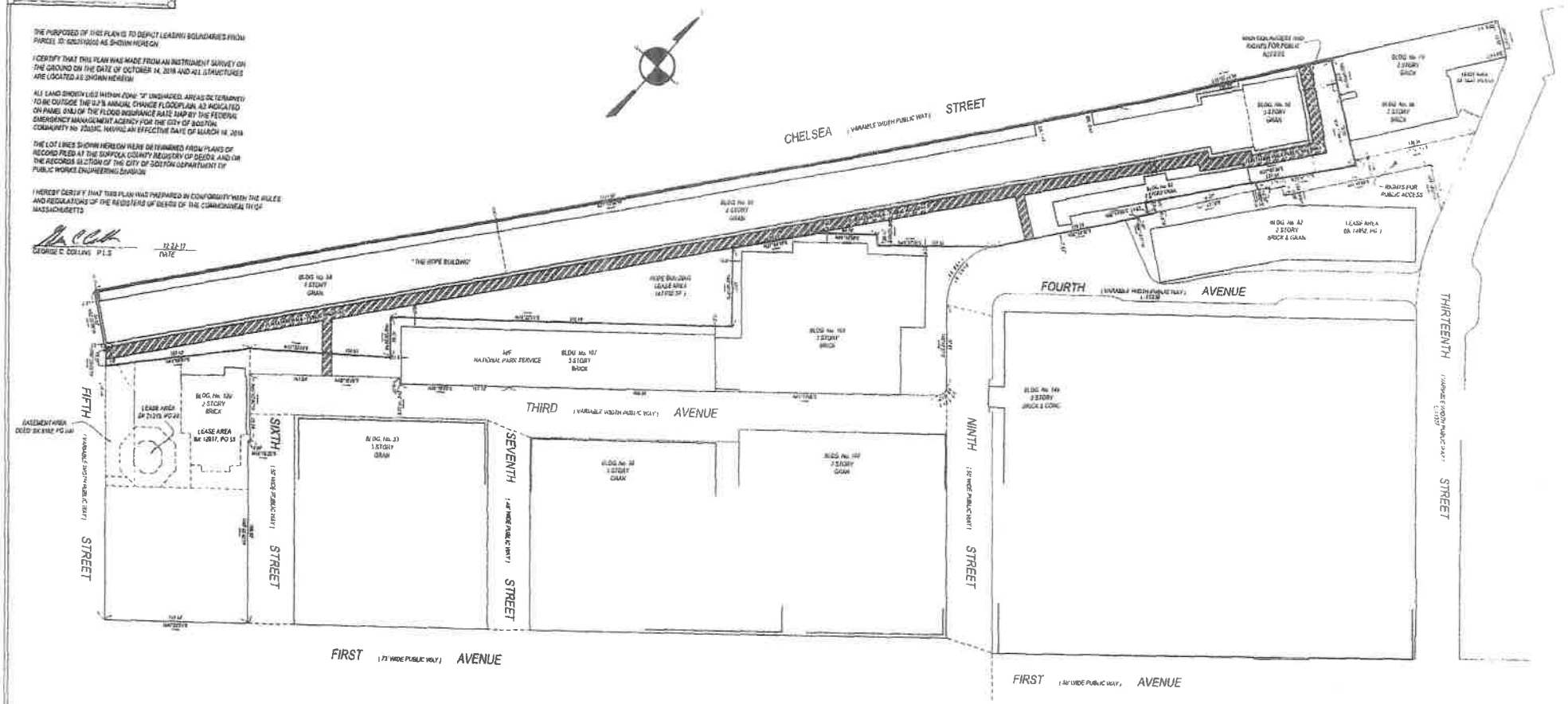
I CERTIFY THAT THIS PLAN WAS MADE FROM AN INSTRUMENT SURVEY ON THE GROUND ON THE DATE OF OCTOBER 14, 2016 AND ALL STRUCTURES ARE LOCATED AS SHOWN HEREON

ALL LAND SHOWN LIES WITHIN ZONE "X" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN, AS INDICATED ON PANEL 0061J OF THE FLOOD INSURANCE RATE MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF BOSTON, COMMUNITY No. 250286, HAVING AN EFFECTIVE DATE OF MARCH 16, 2016

THE LOT LINES SHOWN HEREON WERE DETERMINED FROM PLANS OF RECORD FILED AT THE SUFFOLK COUNTY REGISTRY OF DEEDS, AND OR THE RECORDS SECTION OF THE CITY OF BOSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

12-22-17
GEORGE C. COLLINS P.L.S. — DATE



DRAFTSMAN: NPP/RAP	REVIEWED BY: GCC
PREPARED	01/02/14
SITE PLAN	10/18/16
REVISIONS	10/24/16
REVISIONS	06/12/17
REVISIONS	09/07/17
UPDATE LEASE PLAN	09/20/17

REFERENCES:
DEED, BK 9162, PG 149
PLAN: BK 12017, PG 53 (BLDG 120 LEASE)
PLAN: BK 14852, PG 4 (BLDG 42 LEASE)
PLAN: BK 16683, PG END (BLDGS 79 & 96 LEASE)
PLAN: BK 21315, PG 24 (BLDG 31 LEASE)
PLAN: BK 10703, PGS 111, 113, 115, 116, 118, 120
L-11338 (FOURTH AVENUE)
L-11338 (THIRTEENTH STREET)
L-11338 (NINTH STREET)

LEASE PLAN OF LAND

LOCATED AT "THE ROPE BUILDING"
FIFTH STREET
CHARLESTOWN, MA

PREPARED FOR:
BOSTON REDEVELOPMENT AUTHORITY
1 CITY HALL PLAZA
BOSTON, MA 02201

SCALE: 1 INCH = 50 FEET

BOSTON SURVEY, INC.
UNIT C-4 SHIPWAYS PLACE
CHARLESTOWN, MA. 02129
(617) 242-1313

JOB # 13-00821

FILE # 13-00821 - SITE-R3.DWG

Exhibit C

Evidence of Authority

[Attached]

Corporations Division

Business Entity Summary

ID Number: 001106923

Request certificate | New search

Summary for: CHARLESTOWN ROPEWALK, LLC

The exact name of the Domestic Limited Liability Company (LLC): CHARLESTOWN ROPEWALK, LLC

The name was changed from: HURMOND GREEN, LLC **on** 02-20-2014

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001106923

Date of Organization in Massachusetts:
05-10-2013

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: C/O FRONTIER ENTERPRISES, INC. 30 GREEN LODGE STREET

City or town, State, Zip code, Country: CANTON, MA 02021 USA

The name and address of the Resident Agent:

Name: CORPORATION SERVICE COMPANY

Address: 84 STATE STREET

City or town, State, Zip code, Country: BOSTON, MA 02109 USA

The name and business address of each Manager:

Title	Individual name	Address

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	JOSEPH F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
SOC SIGNATORY	DAVID J. CHAVOLLA	303 CONGRESS STREET BOSTON, MA 02210 USA
SOC SIGNATORY	ELAINE F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

[illegible]	[illegible]	[illegible]
REAL PROPERTY	ELAINE F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
REAL PROPERTY	JOSEPH F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
REAL PROPERTY	FRONTIER ENTERPRISES, INC.	30 GREEN LODGE STREET CANTON, MA 02021 USA
REAL PROPERTY	ROPEWALK MANAGING MEMBER LLC	30 GREEN LODGE STREET CANTON, MA 02021 USA

Consent	Confidential Data	Merger Allowed	Manufacturing

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
[illegible]

View filings

Comments or notes associated with this business entity:

New search

Corporations Division

Business Entity Summary

ID Number: 001244977

Request certificate | New search

Summary for: ROPEWALK MANAGING MEMBER LLC

The exact name of the Domestic Limited Liability Company (LLC): ROPEWALK MANAGING MEMBER LLC
Entity type: Domestic Limited Liability Company (LLC)
Identification Number: 001244977
Date of Organization in Massachusetts: 10-21-2016
Last date certain:
The location or address where the records are maintained (A PO box is not a valid location or address): Address: C/O FRONTIER ENTERPRISES, INC. 30 GREEN LODGE STREET City or town, State, Zip code, Country: CANTON, MA 02021 USA
The name and address of the Resident Agent: Name: FRONTIER ENTERPRISES, INC. Address: 30 GREEN LODGE STREET City or town, State, Zip code, Country: CANTON, MA 02021 USA
The name and business address of each Manager:

Title	Individual name	Address
MANAGER	FRONTIER ENTERPRISES, INC.	30 GREEN LODGE STREET CANTON, MA 02021 USA
MANAGER	VISION ROPEWALK LLC	401 E. ELM ST., STE. 150 CONSHOHOCKEN, PA 19428 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	JOSEPH F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
SOC SIGNATORY	ELAINE F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
SOC SIGNATORY	DAVID J. CHAVOLLA	303 CONGRESS ST. BOSTON, MA 02210 USA

SOC SIGNATORY	ROBERT P. SHAFFER	401 E. ELM ST., STE. 150 CONSHOHOCKEN, PA 19428 USA
SOC SIGNATORY	GEORGE OZOROWSKI	401 E. ELM ST., STE. 150 CONSHOHOCKEN, PA 19428 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

REAL PROPERTY	JOSEPH F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
REAL PROPERTY	VISION ROPEWALK LLC	401 E. ELM ST., STE. 150 CONSHOHOCKEN, PA 19428 USA
REAL PROPERTY	ROBERT P. SHAFFER	401 E. ELM ST., STE. 150 CONSHOHOCKEN, PA 19428 USA
REAL PROPERTY	ELAINE F. TIMILTY	30 GREEN LODGE STREET CANTON, MA 02021 USA
REAL PROPERTY	FRONTIER ENTERPRISES, INC.	30 GREEN LODGE STREET CANTON, MA 02021 USA

Consent	Confidential Data	Merger Allowed	Manufacturing

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment

View filings

Comments or notes associated with this business entity:

New search

EXHIBIT 4

Ropewalk Boston Parking Addendum

This is a lease addendum for parking. The terms used in this Lease Addendum are defined:

- **Owner:** shall be Charlestown Ropewalk, LLC.
- **Tenant:** shall be Residents

PARKING: The Tenant is advised that the residents of the Building are not eligible for on-street parking permits under the City of Boston Resident Parking Program and that there is no on-site parking at the Building. Any on-street parking permits previously issued through the City of Boston Parking Program are subject to revocation by the City of Boston Transportation Department. Tenant is responsible for obtaining parking for all of Tenant's vehicles at one of the following off-site parking facilities: Constitution Center, Nautica Garage, Flagship Wharf, 22 Bedford Street, and the building 99 Garage. Failure to comply with this parking obligation shall constitute a default under this Contract.

Resident acknowledges that Resident has read this Contract, the Community Addendum, the Rules and Regulations and all addenda. Resident affirms that Resident will, in all respect, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

EXHIBIT 5

GREATER BOSTON REAL ESTATE BOARD

RENT AND SECURITY DEPOSIT RECEIPT

TO: **Maddie Walsh, Chris Sharpe**
Lessee

RE: **Unit 208**
Unit

Address

58 13th STreet Charlestown MA
Address

City/State/Zip

City/State/Zip

We hereby acknowledge receipt of your check #_____ in the amount of $_____ to be applied as follows:

1)	First Month's Rent **08/01/2021** through **08/31/2021**		$ **3,000.00**
2)	Last Month's Rent		$
3)	Purchase or installation cost for a key and lock		$ **MOVE IN FEE WAIVED**
4)	Security Deposit (see attached condition form)		$ **3,000.00**

SECURITY DEPOSIT

A. The Lessor acknowledges receipt from the Lessee of $**3,000.00** (an amount not to exceed one month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

B. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

(1) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to any general or special law.

(2) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

(3) A reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

C. The Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.

D. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be held in a separate, interest-bearing account.

(number _____) at _____
Bank

_____
Address City Zip

If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is five percent (5%), provided however that if the landlord elects to hold last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of the tenancy, indicating where such interest may be given or sent.

Date received _____ Authorized Signature: DocuSigned by: Grace Bloodwell 4/27/2021
0829305401B241E... Lessor/Agent

DocuSigned by: 4/26/2021
Lessor **Vision Properties** Agent

401 E Elm St _____
Address Address

Conshohocken, PA 19428-1994 _____
City/State/Zip City/State/Zip

(610)828-9690)- _____
Phone Phone

EXHIBIT 6

GREATER BOSTON REAL ESTATE BOARD

RENT AND SECURITY DEPOSIT RECEIPT

TO: **Molly Mollica, Andrew Parent**
Lessee

RE: **Unit 224**
Unit

Address

58 13th Street Charlestown MA
Address

City/State/Zip

City/State/Zip

We hereby acknowledge receipt of your check #_____ in the amount of $_____ to be applied as follows:

1) First Month's Rent **09/01/2021** through **09/30/2021** $ **3,075.00**
2) Last Month's Rent $ _____
3) Purchase or installation cost for a key and lock $ _____
4) Security Deposit (see attached condition form) $ **3,075.00**

SECURITY DEPOSIT

A. The Lessor acknowledges receipt from the Lessee of **$3,075.00** (an amount not to exceed one month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

B. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

(1) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to any general or special law.

(2) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

(3) A reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

C. The Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.

Coldwell Banker - Charlestown, 2 Thompson Sq Boston, MA 02129-3316 Phone: (617)337-9013 Fax: (617)242-3486 ROPEWALK Unit
Jessica Murphy

D. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be held in a separate, interest-bearing account.

(number _____) at _____
Bank

_____
Address City Zip

If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is five percent (5%), provided however that if the landlord elects to hold last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of the tenancy, indicating where such interest may be given or sent.

Date received _____ Authorized Signature: _____
Lessor/Agent

DocuSigned by:
5/19/2021

Lessor **Vision Properties**

401 E Elm St
Address

Conshohocken, PA 19428-1994
City/State/Zip

(610)828-9690
Phone

Jessica Murphy
Agent

Address

City/State/Zip

Phone

EXHIBIT 7

YASI & YASI PC
ATTORNEYS AT LAW
TWO SALEM GREEN
SALEM, MA 01970

HON. ROBERT L. YASI *(1923 - 1997)*
PAUL F. X. YASI
JOHN R. YASI
FRANCIS J. CARUSO III
PAUL F. X. YASI, JR.

TEL (978) 741-0400
FAX (978) 741-0014

EMAIL: john.yasi@yasiandyasi.com

May 18, 2022

Via Certified Mail #7020 2450 0000 0916 1199
And Regular Mail
Vision Ropewalk, LLC
401 Elm Street, Suite 50
Conshohocken, PA 19538

Via Certified Mail #7020 2450 0000 0916 1175
And Regular Mail
Charlestown Ropewalk, LLC
C/O Frontier Enterprises, Inc.
30 Green Lodge Street
Canton, MA 02121

Via Certified Mail #7020 2450 0000 0916 1182
And Regular Mail
Ropewalk Managing Member LLC
C/O Frontier Enterprises, LLC
30 Green Lodge Street,
Canton, MA 02121

Via Certified Mail #7020 2450 0000 0916 1168
And Regular Mail
Coldwell Banker Real Estate LLC
Corporate Creations Network, Inc.
225 Cedar Hill Street #200
Marlborough, MA 01752

Via Certified Mail #7020 2450 0000 0916 1151
And Email
Ropewalk Boston
ropewalkboston@emailrelay.com
58 13th Street
Boston, MA 02129

Via Email Only
Jessica Murphy
Jessica.murphy@NEMoves.com
Coldwell Banker Residential Brokerage
2 Thompson Square
Charlestown, MA 02129

Notification of Violation of M.G.L.c. 93A, § 2
Notification of Willful and/or Knowing Violations of M.G.L. c. 93A, § 2;
Demand Pursuant to M.G.L.c. 93A, § 9(3)
Notification of Violation of M.G.L. c. 186, § 15B;
Demand Pursuant to M.G.L. c. 186, § 15B;
Notification of Violation of 940 CMR 3.17

To Whom It May Concern:

Please be advised that this office represents two current and two former tenants of the subject residential property located at 58 13th Street, Charlestown, Massachusetts, which is commonly referred to as the Ropewalk Apartments (hereinafter "Ropewalk"). Charlestown is located within the City of Boston, Massachusetts. Specifically, we represent former Ropewalk tenants Madeline Walsh and Christopher Sharpe, previously of Unit 208, as well as current tenants Andrew Parent and Molly Mollica, of Unit 224 (hereinafter "Tenants" and/or "Plaintiffs"). We represent them in their claims against the owners, operators and/or managers of Ropewalk, who are Vision Properties, LLC, Charlestown Ropewalk, LLC, Ropewalk Managing Member, LLC, and Coldwell Banker Real Estate, LLC., as well as each of those entities' agents, servants and/or employees (collectively "Defendants"). These claims arise out of a residential landlord/tenancy relationship between the named parties.

A corresponding putative class action shall be filed in the Business Litigation Session of the Suffolk Superior Court.

I. VIOLATIONS OF LAW

Violations of M.G.L.c. 186, § 14
Breach of the Covenant of Quiet Enjoyment

In this civil action, the Tenants contend that the Defendants violated Massachusetts law in a variety of manners which shall be herein described. The purpose of this class wide demand letter is to encourage the early settlement of this claim as a class action settlement in an orderly and reasonable manner and without the need for protracted litigation.

With respect to each of the Tenants, they maintain that prior to the inception of each of their tenancies they were provided oral and/or written assurances that, upon execution of a residential lease with the Defendants, they would be able to apply for and receive, free of charge, residential parking permits from the City of Boston which would allow them to park for free in much of the

neighborhood area adjacent to the Ropewalk property which is designated for residential permit parking.

However, unknown to the prospective tenants, long before the Defendants' showing (and thereafter, leasing) of the Ropewalk Apartments to the Plaintiffs, the Defendants had executed, on January 7, 2019, a Transportation Access Plan Agreement ("TAPA") with the City of Boston. In that agreement, the Defendants explicitly promised the city that every one of its residential leases with its tenants would include the following language regarding parking:

> "No parking will be provided on-site. Residents who own vehicles will be required by lease to provide proof of parking arrangmenets at a nearby parking facility. Failure to provide proof of parking arrangements may result in termination of lease."
>
> See **Exhibit 1**, TAPA Agreement between the City of Boston Transportation Department and Charlestown Ropewalk, LLC, 17 pages, plus exhibits, p. 4.

Despite that agreement, when each of the subject residential leases was created and provided to the Plaintiffs for consideration and execution, inexplicably no such language was contained in the lease. See **Exhibit 2**, relevant portions of the executed lease between the Defendant Vision Properties, and Madeline Walsh and Christopher Sharpe, 4 pages. See Also **Exhibit 3**, relevant portions of the executed lease between the Defendant Vision Properties, and Andrew Parent and Molly Mollica, 4 pages. Accordingly, the Tenants had no idea that when they signed the lease they would be financially liable to pay for private parking for the duration of their tenancy, and that failing the same, their leases would be subject to termination as mandated by the TAPA.

Although some residents were able to briefly obtain residential parking permits, the City of Boston quickly recognized the issuance of said permits was in error. Accordingly, the City revoked said permits (apparently at the instruction of one of the Defendants). See **Exhibit 4**, letter from the City of Boston.

With respect to the Plaintiffs' contention that Defendants and or their agents, servants and/or employees also provided them with assurances of free parking prior to the execution of their leases and in connection therewith, please find enclosed an email correspondence from the Defendants' agent wherein the prospective tenant is clearly told "No parking on site. You can get a Charlestown resident sticker with proof of residency." See **Exhibit 5**, email from Coldwell Banker Realtor Jessica Murphy. Moreover, Defendants have no doubt seen the video which aired on Newscenter 5 WCVB evidencing the verbal assurances given to another prospective tenant by an agent of the Defendants. The referenced news story can be found here:

https://www.wcvb.com/article/charlestown-residents-say-apartment-developers-lies-deceit-has-resulted-in-hefty-tickets-no-parking/39588425# [1]

The Defendants are hereby reminded of their legal duty to refrain from spoliating any such evidence which may relate to the subject legal claims.

[1] Both the news story and the video recording shown therein are hereby incorporated by reference.

The Plaintiffs contend first and foremost (on behalf of themselves and all other similarly situated persons, to be defined below) that the intentional omission from the leases of the requirement that every resident be responsible for obtaining and paying for private parking constitutes clear violations of M.G.L.c. 186, § 14, the covenant of quiet enjoyment. The Plaintiffs further contend that each of these violations similarly constitute unfair and deceptive business practices in violation of M.G.L.c. 93A, and that each violation was committed willfully, knowingly and/or in bad faith.

To make matters worse (as noted above) in addition to omitting this requirement from the lease, the Defendants actively misled tenants while advertising and showing the Ropewalk apartments for lease. Likewise, these acts constituted violations of M.G.L.c. 186, § 14 and are also willful, knowing and/or bad faith violations of M.G.L.c. 93A with resulting damages.

Additionally, my office has been made aware of the considerable efforts made collectively by the tenants at Ropewalk to seek a resolution of the subject parking issue, which efforts have been largely unsuccessful. Certainly, to date no offer to pay for parking or otherwise compensate the tenants has ever been made by the Defendants.

In addition to the unlawful acts and omissions outlined above, the Defendants also sought unlawfully to impose stringent and costly new lease provisions on all of the Plaintiffs (as well as members of the putative class) long after the execution and establishment of the subject leases, and without any legal or contractual bases to do so (while simultaneously threatening lease termination upon those tenants who did not acquiesce to the Defendant's unlawful, mid-tenancy, unjustified demands). More specifically, sometime in the fall of 2021, each of the Plaintiffs received the following threatening notice/demand via notification through Ropewalk's online Portal:

> This is a lease addendum for parking. The terms used in this Lease Addendum are defined:
>
> **Owner**: shall be Charlestown Ropewalk, LLC
> **Tenant:** shall be Residents.
>
> **PARKING:** The Tenant is advised that the residents of the Building are not eligible for on street parking permits under the City of Boston Resident Parking Program and that there is no on-site parking at the Building. Any on-street parking permits previously issued through the City of Boston Parking Program are subject to revocation by the City of Boston Transportation Department. Tenant is responsible for obtaining parking for all of Tenant's vehicles at one of the following off-site parking facilities: Constitution Center, Nautica Garage, Flagship Wharf, 22 Bedford Street, and the building 99 Garage. Failure to comply with this parking obligation shall constitute a default under the contract
>
> Resident Acknowledges that Resident has read this Contract, the Community Addendum, the Rules and Regulations and all addenda. Resident affirms that

> Resident will, in all respect, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facisimle signature is just as binding as an original.
>
> See **Exhibit 6,** Parking Addendum.

Clearly the Defendants not only attempted to unilaterally (and unlawfully) impose new conditions on the existing leases, but moreover threatened all of the tenants by alleging that they would be in breach of their leases if they did not comply with the private parking mandates of the new Parking Addendum. There can be no greater interference with a tenant's right to the quiet enjoyment of their leased premises than for a landlord to threaten them with eviction without any legal basis whatsoever.

Plaintiffs contend (on behalf of themselves and all other similar situated persons to be defined) that the communication to them of the Parking Addendum constituted:

> a) violations of M.G.L.c. 186, § 14 which, inter alia, provides all residential tenants in Massachusetts with a covenant of quiet enjoyment with respect to the use and occupancy of leased residential premises in Massachusetts; and
>
> b) an unfair and deceptive business practice in violation of M.G.L.c. 93A, committed willfully, knowingly and/or in bad faith and with resulting damages.

The Plaintiffs note that a breach of the covenant of quiet enjoyment entitles them to, at the very least, 3X their monthly rent, plus costs and reasonable attorneys' fees.

Violations of M.G.L.c. 186, § 15B
The Security Deposit Statute

Next, Plaintiffs further hereby assert that Defendant collected a security deposit in the amount of one month's rent, per residential unit, from the named Plaintiffs, as well as from, upon information and belief, all or substantially all, of the class of persons whom the Plaintiffs seek to represent. See **Exhibit 7**, Rent and Security Deposit Receipt of Madeline Walsh and Christopher Sharpe, 2 pages. See **Exhibit 8**, Rent and Security Deposit Receipt of Andrew Parent and Molly Mollica, 2 pages.

In connection with the collection and handling of said security deposits the Landlord has to date, never complied with several sections of M.G.L c. 186, § 15B which relate specifically to the collection and handling of a residential tenant's security deposit. Most notably, the Landlord failed to comply with any of the notice requirement mandates contained in M.G.L. c. 186, § 15B (3)(a), which states in its entirety:

> Any security deposit received by such lessor shall be held in a separate, interest-bearing account in a bank, located within the commonwealth under such terms as will place such deposit beyond the claim of creditors of the lessor, including a foreclosing mortgagee or trustee in bankruptcy, and as will provide for its transfer to a subsequent owner of said property. A receipt shall be given to the tenant within thirty days after such deposit is received by the lessor which receipt shall indicate the name and location of the bank in which the security deposit has been deposited and the amount and account number of said deposit. Failure to comply with this paragraph shall entitle the tenant to immediate return of the security deposit.

Note also that in the Rent and Security Deposit Receipt, the Landlord acknowledges that the information to be included is "required by law" however none of said legally required information was included. Moreover, Plaintiffs have not, as of the present date, received that information. Additionally, Plaintiffs assume that the Landlord may have violated other requirements of the statute including, but not limited to, some or all of the deposit mandates contained in the same subsection of the statute just cited. These additional violations, if committed, expose the Landlord to liability for the payment of 3X the security deposit, plus all costs and attorneys' fees associated with this claim. Plaintiffs' demand for damages regarding this particular aspect of this claim shall be more specifically detailed in the demand section of this correspondence below.

Additionally, the Plaintiffs assert that the above-described acts and omissions also constitute violations of 940 CMR 3.17(4). The subject regulation states, in pertinent part:

> (4) Security Deposits and Rent in Advance: It shall be an unfair and deceptive business practice for an owner to:
>
> (d) fail to hold a security deposit in a separate interest-bearing account or provide notice to the tenant of the bank and account number, in accordance with M.G.L.c. 186, § 15B.
>
> (k) otherwise fail to comply with the provisions of M.G.L.c. 186, § 15B.

Accordingly, the Plaintiffs assert that by violating M.G.L.c. 186, § 15B in the manners described above the Landlord has committed multiple willful, knowing and/or bad faith violations of 940 CMR 3.17(4)(d), (k) and M.G.L.c. 93A, § 2, with resulting damages to the Plaintiffs and the class members.

II. CLASS DEFINITION

In connection with this civil action, the named Plaintiffs intend to seek certification of a class of persons defined as follows:

> All present and former residential tenants of the Defendants who:

1) owned a motor vehicle at any point during their subject tenancy;

2) entered into a residential lease agreement with the Defendants on or after January 1, 2021, which lease contained no reference to the TAPA;

3) received email notice from the Defendants and/or their agents, servants and/or employees well after the execution and inception of their original lease that the lease was being unilaterally amended by the Defendants as so described in the Parking Addendum attached as **Exhibit 6**; and/or who

4) paid a security deposit to the Defendants in connection with the residential tenancy, but never received the appropriate and timely notification as to the whereabouts of the security deposit (that is the bank location, if any, where it may have been deposited and the specific manner in which the money is/was being held) and/or never had their security deposit monies actually deposited in a Massachusetts bank account under such terms as would place such deposits beyond the claims of creditors of the Defendants.

III. DEMANDS FOR SETTLEMENT

Plaintiffs contend that in each instance the acts and omissions of the Landlord described above caused them damages which include, but are not necessarily limited to, the following and hereby make a class wide demand for payment/settlement from the Defendant, for themselves and all putative class members as defined above, as follows:

1. That Defendant agree to pay the reasonable monthly cost for each Tenant or former Tenant for parking on a monthly basis which, for the purposes of this demand, Plaintiffs shall agree is a reasonable compromised amount of $220 per month for each of the Plaintiffs, as well as each member of the putative class, for each month of their tenancy at Ropewalk that the Plaintiff and putative class members owned a vehicle. The Plaintiffs acknowledge that each class members demand for payment shall be subject to a reduction of $220 per month for any month(s) during which the class members had issued to them a residential parking permit from the City of Boston during the subject tenancies;

2. That the Defendants agree to pay three times the monthly rent for each of the Plaintiffs and each of the putative class members for the Defendants' breaches of M.G.L. 186, § 14 as fully described above. Please note said statute provides *minimum damages* in that amount (three month's rent) in instances wherein the Landlord is found to have violated the statute. As the Plaintiffs recognize and contend that the Defendants have committed multiple statutory violations, this demand is significantly compromised from what the Plaintiffs and class members will seek at trial;

3. That the Defendants immediately forfeit and return to the Plaintiffs and all putative class members, three times the security deposit collected from each Tenant and each member of the putative class, together with interest at the rate of 5% per annum on any such amounts, commencing from the time when the Landlord accepted said security deposit payments

and up until three days from the time when any such payments may be made in response to this demand.

4. That the Defendants, through their counsel, work with Plaintiffs' counsel to revise all existing leases in order that said leases comply fully with Massachusetts law and regulations;

5. That the Defendants agree to be responsible for all costs associated with class-wide notification and administration of the claims of the class members, as well as for the payment of reasonable incentive awards to the Plaintiffs, costs and attorneys' fees; and

6. That the Defendant agrees to pay any monies reserved for the payments demanded above to one or more *cy pres* designees in the event that, after due diligence, the parties are unable to effectuate payment of any such monies to any class members.

Should this monetary and injunctive demand be met, the Plaintiffs further request that Defendants' counsel work diligently with the Plaintiffs' counsel and agree to produce sufficient documentation through confirmatory discovery in order that the parties may identify all class members and ensure proper distribution of class relief.

Please be advised that the Plaintiffs further contend (on behalf of themselves and all other putative class members as described and defined above) that all of the acts and omissions of the Defendants, their agents, servants and/or employees were committed willfully, knowingly in bad faith and in violation of M.G.L.c. 93A, § 2, and that moreover, all said acts and omissions caused each Plaintiff and the putative class members damages. Accordingly, demand for settlement as described in the demand section of the paragraphs immediately preceding this paragraph is hereby also made pursuant to M.G.L.c. 93A, § 9 (3).

In accordance with M.G.L.c. 93A, the Defendant has thirty (30) days to respond in writing to this demand letter. If the Defendant fails to respond timely, or should it respond, but with an offer which the Plaintiffs deem unreasonable, then Plaintiffs shall include in any Complaint a count pursuant to M.G.L.c. 93A seeking recovery under the consumer protection act, including seeking punitive damages, costs and attorneys' fees as provided for therein. Please be advised that while we will extend to you or your counsel the normal courtesies regarding any reasonable requests for additional time to answer the Complaint and/or any forthcoming discovery, no extension of time to answer the consumer protection act demand letter will be provided beyond the statutorily mandated thirty days from the date of Defendants' receipt of this demand.

Please preserve the original of this letter when received via regular and or certified mail for possible use in the litigation of the subject consumer protection act claim should this matter proceed to trial.

Thank you,

John R. Yasi, Esq.

EXHIBIT 8

Russo, Frye, & Associates, LLP
2 Oliver Street, Suite 612
Boston, MA 02109
www.RussoFryeLLP.com

Robert D. Russo, Esq.
David Frye, Esq.
Patrick J. Donnelly, Esq.

P. 617-542-7700
F. 617-695-0855

June 17, 2022

John R. Yasi, Esq.
Yasi & Yasi PC
2 Salem Green
Salem, MA 01970

FIRST CLASS MAIL
CERTIFIED MAIL &
ELECTRONIC MAIL

Re: Response to 93A Demand Letter dated May 18, 2022, Ropewalk

Attorney Yasi:

Please be advised this office represents Vision Ropewalk, LLC, Charlestown Ropewalk, LLC, Ropewalk Managing Member, LLC, Vision Properties, LLC, and Ropewalk Boston, (hereinafter "Landlord" or "Ropewalk") and your letter dated May 18, 2022, and received by our client on or about May 20, 2022 has been referred to me for reply. Without waiving our right to contest the adequacy of your demand letter under Massachusetts General Laws Chapter 93A, we take this opportunity to respond.

Our client denies the allegations in your correspondence and that it engaged in any act that could be construed as an unfair and deceptive practice. Ropewalk asserts there is no entitlement to the relief sought because: 1.) there was no improper handling of any security deposit and any alleged violation has been or is in the process of being remedied by return of each deposit and applicable interest; 2.) it did not make any promises concerning the availability of on-street parking; 3.) parking was not included as part of the tenancy, and any lack thereon could not constitute a breach of quiet enjoyment and 4.) no threats were made when Ropewalk asked tenants to execute an Addendum to conform with the requirements of the TAPA.

A.) THE SECURITY DEPOSIT STATUTE

Ropewalk denies it violated M.G.L. c. 186 § 15B. The Security Deposit Receipt attached to your demand is in fact missing the name, location, and account number of where the security deposit was to be held. However, prior to occupancy, and at the time that Ropewalk received any pre-rental deposits it timely provided a security deposit receipt to each resident that contained the name, location, and account number of the security deposit escrow account. Such account is interest bearing, is beyond the reach of

any creditors, is a bank located in the Commonwealth of Massachusetts, and all security deposits were deposited in such segregated account.

As a precautionary measure, without making any admission as to any wrongdoing, Ropewalk has already returned or begun the process of returning any and all security deposits, plus applicable interest, to all current or former residents, in full. Under Castenholtz v. Caira, 21 Mass. App. Ct. 758, 763 (1986), when a landlord "returns the deposit, and the tenant is not forced to resort to litigation to vindicate his rights, the multiple damages and attorney's fees provisions of subsection (7) have no application." As there has been full compliance with the statute, and a return of all deposits plus interest, no compensation is offered in response to your demand as it pertains to any security deposit collected.

B.) INTERFERENCE WITH QUIET ENJOYMENT

Ropewalk denies it made any promises concerning parking or any misrepresentation or omission regarding the same. First, Ropewalk did not interpret the TAPA agreement to mean that residents could not apply for or retain resident permit parking. Ropewalk also did not request the City of Boston to revoke any parking stickers (the self-serving language of the City of Boston's Office of Parking Clerk notwithstanding) and was in fact able to obtain temporary reinstatement of such stickers from May 2022 through September 2022.

Importantly, the Lease Agreement indicates there is no parking on the property and nothing in the contract provides residents will qualify for permit parking with the City of Boston. In short, parking was not included or guaranteed as part of the tenancy by Ropewalk. Thus, its subsequent unavailability could not constitute a breach of quiet enjoyment.

You also contend that a request for existing residents to sign a Lease Addendum, to more clearly reflect the TAPA Agreement with the City of Boston was unilateral in nature and constituted a threat of eviction. Asking residents to sign an Addendum is not a unilateral change. Seeking to correct any omission of the full parking language described in the TAPA, is likewise not a threat. Furthermore, Paragraph 16 of the Lease Agreement allows the landlord to "issue rules and regulations" related to operation of the building. This does not amount to a breach of quiet enjoyment which must be a substantial and serious interference with the terms of the tenancy.

In addition to asserting that tenants who own vehicles are entitled to a minimum of three times the rent for alleged breach of quiet enjoyment, the letter also demands payment of $220.00 per month for the expense of garaging any motor-vehicles. However, such expense always has been and must remain the responsibility of each resident where no parking was ever promised or contemplated under the Lease. Your demand implies Ropewalk should be responsible for each tenant's parking expenses in perpetuity without limitation. This would run against the terms of the TAPA with the City of Boston which requires residents to provide proof of an off-site parking lease. It would also be

duplicative of damages under M.G.L. c. 186 § 14 which allows for either three times the rent or actual damages, but not both.

C. CLASS CERTIFICATION AND OFFER OF SETTLEMENT

The allegations raised in your correspondence are not of the type that would warrant class certification. It is unclear for instance whether the same representations concerning parking were made to all tenants. It is also contested as to whether a class action would be the most efficient and just method of adjudication. Nonetheless, settlement is encouraged under the Consumer Protection Act.

In making an offer of settlement with regards to a putative class, if the description of the claimant's injury is "reasonably ascertainable" then the Respondent's offer of settlement should address not only the Plaintiff's claims but also the entire putative class. Richards v. Arteva Specialists 66 Mass. App. Ct. 726, 733 (2006).

The security deposit and applicable interest has already been returned to any and all current or former residents and thus this claim has been adequately addressed. This leaves the issue of off-site parking. It is important to note that the injury suffered does not include, what is described by you as "payment of reasonable incentive awards to the Plaintiffs costs and attorney fees." Attorney fees are excluded from such calculation. As discussed above, recovery under a theory of breach of quiet enjoyment appears unlikely, and it is improbable that the actual injury suffered would amount to three times the base rent for each putative class member.

However, Ropewalk is willing to offer compensation of $220.00 per month to all residents who had a motor-vehicle registered to an address with Ropewalk on or within thirty days of the commencement of their lease for such apartment, had obtained a City of Boston parking sticker and had it revoked, for all months during the lease term for which they did not have the benefit of the sticker. Ropewalk is not offering to pay for any parking beyond the original lease term, and would expect that upon any renewal or continued occupancy past such term, that the Lease Addendum be executed and its terms be followed and any such garage leasing be at the tenants own expense. No other terms outlined in your letter are offered in response.

Kindly advise if such terms are acceptable.

Very truly yours,

David Frye, Esq.

cc: Charlestown Ropewalk, LLC

EXHIBIT 9

HMDR&S
HAMEL MARCIN DUNN REARDON & SHEA, PC
ATTORNEYS AT LAW

MEMBERS
RICHARD J. SHEA [1957-2020]
JOHN J. REARDON (NH)
VINCENT P. DUNN (NH)
DONNA M. MARCIN
ROBERT R. HAMEL, JR.
MEGAN E. KURES
ALEXANDRA R. POWER
RYAN D. MCCARTHY
MATTHEW D. SWEET
THOMAS (TOBY) BRIGHT (NH)

DIRECTORS
JENNIFER C. SHEEHAN (RI)
TRACY A. LUVISI

ATTORNEYS
ANDREA S. BURKE
SEAN P. CARROLL ■
REBECCA A. CLARK
DANA M. GOHEEN
JENNIFER B. HARDY ♦
JULIANA M. MIELES
PATRICK M. MULLINS (CT ONLY) ♦
RYAN H. PAINE ■
JOHN P. PULEO ♦
AMY M. ROBINSON
ETHAN C. RYDER ■
JAMES L. WILKINSON ♦

■ SENIOR ATTORNEY
♦ OF COUNSEL
(ALSO ADMITTED)

DIRECT MAIL TO:
350 LINCOLN STREET, SUITE 1101
HINGHAM, MA 02043
(617) 482-0007

June 29, 2022

VIA EMAIL & CERTIFIED MAIL – RETURN RECEIPT REQUESTED

John R. Yasi, Esq.
Yasi & Yasi, P.C.
Two Salem Green
Salem, MA 01970
John.yasi@yasiandyasi.com

Re: Ropewalk Apartments, Charlestown, Massachusetts
Response to Demand for Relief under M.G.L. c. 93A

Dear Attorney Yasi:

As you know, we have been retained to represent the interests of Coldwell Banker Realty (hereinafter "Coldwell Banker"), Jessica Murphy and Grace Bloodwell[1] with regard to the leasing of units in the property known as Ropewalk Apartments in Charlestown, Massachusetts (the "Property"). We are writing on their behalf and with their authority in response to your purported M.G.L. c. 93A demand letter dated May 18, 2022.[2]

In your letter, you allege that Coldwell Banker and its agents misrepresented information about the Property and violated M.G.L. c. 186, § 14, M.G.L. c. 186, §15B, M.G.L. c. 93A, and 940 CMR 3.17(4). All dealings that Coldwell Banker, Ms. Murphy and Ms. Bloodwell had with your clients were professional, businesslike and fair and did not cause any legally recognizable harm to them. Your letter fails to establish that they withheld or concealed any information that they had about the Property, or that they did not use care and competence in relaying the information about the Property that they did have. In short, Coldwell Banker and its agents did not engage in any conduct that violates any of the above-mentioned statutes or that constitutes a violation of M.G.L. c. 93A, and they acted diligently and competently at all times in their role as leasing agents for the Property.

[1] Grace Bloodwell, also a Coldwell Banker agent, worked with Ms. Murphy to rent units at the Property but is not referenced in your demand letter. To the extent your demand was intended to include her, or otherwise implicates her in any way, this response letter is being sent on Ms. Bloodwell's behalf as well.

[2] You kindly agreed to an extension of time for our response, up to and including June 30, 2022, making this letter timely.

I. *Procedural Issues*

This letter is sent to you pursuant to M.G.L. c. 93A and is solely for the purpose of compliance with the requirements of that statute and no other purpose. Moreover, this letter simply acknowledges receipt of your May 18, 2022 letter; it is not an acknowledgement of proper service under M.G.L. c. 93A, § 9. Please note that by making this response, Coldwell Banker, Ms. Murphy and Ms. Bloodwell do not waive their right to contest the adequacy of your letter as a sufficient and proper demand under M.G.L. c. 93A, nor do they waive any other rights or defenses they may have available to them.

As a preliminary matter, Coldwell Banker, Ms. Murphy and Ms. Bloodwell deny that your May 18, 2022 letter constitutes an adequate demand letter under the terms and provisions of c.93A. See *Thorpe v. Mutual of Omaha Ins. Co.*, 984 F. 2d 541, 544 (1st Cir. 1993). Although you outline the damages that you claim your clients sustained, your letter is unclear as to the specific conduct attributable to Coldwell Banker or its agents that was unfair or deceptive. In this regard, your demand letter fails to satisfy the jurisdictional prerequisite of an adequate demand letter upon which a claim for recovery under c. 93A may be based.

In any event, Coldwell Banker, Ms. Murphy and Ms. Bloodwell deny any liability for your client's alleged damages. Since fault is contested, liability against Coldwell Banker and its agents is certainly not "reasonably clear." Reserving all rights stated above, Coldwell Banker, Ms. Murphy and Ms. Bloodwell respond without prejudice to the contents of your May 18, 2022 letter as follows:

II. *Factual Background*

On or about April 1, 2021, Ms. Murphy and Ms. Bloodwell entered into an Exclusive Rental Listing Agreement ("Rental Agreement") with Charlestown Ropewalk LLC ("landlord"). The Agreement, which was in place through September 30, 2022, noted that the units would be ready for occupancy on July 1, 2021 and would be leased for twelve-month periods. The Agreement also noted that the landlord would collect a security deposit, in an amount to be determined by the landlord.

In executing the Agreement, the landlord represented, among other things, that "any information furnished to Coldwell Banker in connection with the Property is true, accurate and complete to the best of Landlord's knowledge and belief." The landlord further authorized Coldwell Banker "to disclose any information about the Property provided by Landlord … in connection with the performance of Coldwell Banker's services under this Agreement…"

On December 5, 2018, the landlord entered into a Transportation Access Plan Agreement ("TAPA") with the City of Boston ("City"). The agents were not involved in the drafting or execution of the TAPA. The TAPA noted that there was no on-site parking at the Property and reflected the requirement that "[r]esidents who own vehicles will be required by lease to provide proof of parking arrangements at nearby parking facilities. Failure to provide proof of parking

arrangements may result in termination of lease." The TAPA does not expressly state that Ropewalk residents were excluded from obtaining City parking permits.

In the spring of 2021, Ms. Murphy and Ms. Bloodwell began marketing the Property to prospective tenants. They were aware from the landlord that the Property did not have any on-site parking, but at no time had the landlord told them that tenants were ineligible for City parking permits. In March 2021, in conjunction with the start of their marketing work for the Property, Ms. Murphy emailed the landlord to confirm that there were no issues related to parking. The landlord (through counsel) responded that there were not. The agents then proceeded to market the Property, relaying all of the information they had to tenants, including about parking. In all instances, the agents made it clear that even with a City-issued permit, street parking in the area surrounding the Property was extremely scarce.

In the meantime, the landlord had given the agents the lease that was to be executed by tenants, but there were problems with the landlord's software which impacted the agents' ability to upload and update leases as needed. In order not to delay the rental process, the agents and the landlord agreed to move forward with a different version of the lease. Unfortunately, in the switch to the different lease version, the information about parking that was included in these leases lacked specificity. Although those leases accurately stated that parking was not allowed on the Property, and did not state that street parking was available, they did not elaborate that proof of a garage spot was required for any tenants with cars. However, as noted above, at the time these leases were provided to the tenants, and based on the information they had from the landlord, Ms. Murphy and Ms. Bloodwell did not know that Ropewalk tenants were not eligible for City parking permits. The additional and specific information about parking has since been added to all Ropewalk leases.

It is our understanding that initially, during the summer of 2021, the City did grant street-parking permits to Ropewalk residents who applied for same. However, in or about late September 2021, Ropewalk tenants began contacting Ms. Murphy and Ms. Bloodwell to say that they had applied for a parking permit from the City and had been denied based upon an arrangement between the landlord and the City (ostensibly, the TAPA). At or about this same time, Ms. Murphy and Ms. Bloodwell learned that not only was the City denying applications for new permits, it had also started to rescind permits that it had already issued to Ropewalk tenants, on the basis of the TAPA. The agents immediately notified the landlord of these developments, and it was then that the agents learned for the first time that Ropewalk tenants were actually ineligible for City parking permits. By this time, the City had issued parking permits to 35 Ropewalk tenants.

Over the next few months, Ms. Murphy and Ms. Bloodwell worked with the landlord, who in turn was working with the City, to try and resolve the parking issue. Finally, on April 26, 2022, the City agreed to reinstate the parking permits that had been rescinded in the fall of 2021 and allow other tenants whose applications had been denied pursuant to the TAPA to participate in the City's parking permit program. However, the City made it clear to Ropewalk residents that any permits issued to them would expire on September 30, 2022 and would not be renewed.

Your letter of May 18, 2022 followed.

III. ***Liability***

At all times relevant hereto, Coldwell Banker, Ms. Murphy and Ms. Bloodwell acted diligently, transparently, and in good faith with respect to the dealings that they had with your clients, and fully disclosed the information they had regarding the Property.

Your letter alleges that all of the respondents, including Coldwell Banker and Ms. Murphy (and for the purposes of this response, Ms. Bloodwell) violated M.G.L. c. 186, § 14 (the covenant of quiet enjoyment) and M.G.L. c. 186, § 15B and 940 CMR 3.17(4) (relating to holding of security deposits). Your letter further alleges that the violation of these statutes and regulations constitutes a violation of M.G.L. c. 93A.

However, even if the conduct of Coldwell Banker, Ms. Murphy and Ms. Bloodwell could be construed as interfering with your clients' use and enjoyment of their units, there is no precedent for your assertion that such a claim could even be brought against them as rental agents. "A suit for breach of the covenant of quiet enjoyment is the proceeding that a tenant may bring against [the] landlord for interference with the use and enjoyment of the rented property." *Wiesman v. Hill*, 629 F. Supp. 2d 106, 114 (D. Mass. 2009) (applying Massachusetts law). This covenant is implied in every lease, and a claim that it has been breached "is essentially a contract claim." *Ibid* (internal citations omitted). Where Coldwell Banker, Ms. Murphy and Ms. Bloodwell were not parties to the lease, they cannot have breached the covenant of quiet enjoyment. See *ibid* (holding that claim for breach of the covenant of quiet enjoyment can be maintained only against a landlord and not landlord's agent).

To the extent your clients' breach of quiet enjoyment claims are premised upon Ms. Murphy's and Ms. Bloodwell's representations to your clients that they could obtain street-parking permits from the City, those claims fail as a matter of law. As memorialized in the Rental Agreement, the landlord agreed that the information it provided to the agents about the Property was accurate, and it was provided with the understanding and expectation that the agents would relay it to the tenants. As such, the agents were entitled to rely upon it. See, e.g., *Lawton v. Dracousis*, 14 Mass. App. Ct. 164, 171 (1982); *Fernandes v. Rodrique*, 38 Mass. App. Ct. 926, 928 (1995). Cf. *DeWolfe v. Hingham Centre, Ltd.*, 464 Mass. 795, 796-797 (2013).

Moreover, there was nothing about that information that was patently inconsistent with what the agents knew about the Property specifically and about parking in the Navy Yard area of Boston generally. They were aware that there was no parking at the building and made that clear to all prospective tenants. They also conveyed that even with a permit, street parking was extremely difficult. They were never told that Ropewalk residents were not eligible for City parking permits, and, even if they had access to the TAPA at the time they were marketing the units, it did not say otherwise. The TAPA is in fact silent as to the question of whether Ropewalk residents were actually excluded from City's permit program.

That the TAPA was not the model of clarity with regard to tenants' ability (or lack thereof) to obtain parking permits is perhaps best illustrated by the fact that the City did grant parking permits to multiple Ropewalk tenants. The overall ambiguity of the situation was reinforced when the City reissued those parking permits in April 2022, to be valid through September 30, 2022. Where the City and the landlord themselves seemed to not fully understand the scope and application of the TAPA, Ms. Murphy's and Ms. Bloodwell's reliance on the information they had from the landlord (which was, at least initially, confirmed by the City) was appropriate and warranted.

Under Massachusetts law, "there is no liability for failing to disclose what a person does not know." *Underwood v. Risman*, 414 Mass. 96, 100 (1993). Here, Ms. Murphy and Ms. Bloodwell fully disclosed all of the information they had to the tenants, and at the time they disclosed the information, there was absolutely no indication that it was not accurate. Similarly, neither Coldwell Banker nor the agents concealed any facts about the Property in order to entice tenants. They disclosed what they knew about the Property and exercised reasonable care and competence in obtaining and communicating that information.

As for your allegations regarding the security deposits at the Property, those were paid to, and handled by, the landlord. While Coldwell Banker and its agents were aware that the tenants were paying the security deposits, they were not involved in the collection, oversight or holding of same. The agents did ensure that, in accordance with applicable laws and regulations, tenants were provided with receipts for their security deposit payments, and that an Apartment Condition Statement was properly executed in conjunction with same. However, with regard to the statutory notice obligations that you cite in your letter, neither Ms. Murphy nor Ms. Bloodwell had any information as the status of their completion.

Finally, with regard to your allegations that Coldwell Banker, Ms. Murphy and Ms. Bloodwell violated c. 93A in any way, we deny said allegations. They were forthcoming and transparent at all times. "Generally, liability under G.L. c.93A is premised on a willful misstatement of fact." *Quinlan v. Clasby,* 71 Mass. App. Ct. 97, 102 (2008). In this case, in light of the ambiguity of the TAPA, it is questionable whether there were any misstatements of fact, but even assuming *arguendo* that there were any, they were certainly fall far short of being willful, and there was no conduct which even remotely approaches a violation of c. 93A. Ms. Murphy's and Ms. Bloodwell's reliance on the information that they obtained directly from the landlord was reasonable under the circumstances and did not violate c.93A.

IV. ***Damages***

For the reasons stated herein, Coldwell Banker, Ms. Murphy and Ms. Bloodwell deny all liability to your clients. However, notwithstanding the absence of any liability, and even though Coldwell Banker reasonably and in good faith believes that it will not incur any liability under G. L. c. 93A, Coldwell Banker, as an accommodation and solely for purposes of settlement and for no other purposes, makes the following written tender of settlement pursuant to the provisions of G. L. c. 93A. § 9(3). Coldwell Banker offers One Hundred Dollars ($100) in full and final

settlement of all demands against Coldwell Banker and its agents, and in consideration of execution of a general release in favor of Coldwell Banker and its agents (in a satisfactory form), protecting their reputation and protecting them from potential involvement in legal proceedings related to the issues you have raised with respect to the Property. As for Coldwell Banker's offer, you may accept this written tender of settlement prior to institution of suit or within ten (10) days upon execution of a general release of all claims against Coldwell Banker and its agents, in a form satisfactory to them, that protects them from any claim or litigation relating to the Property.

If your clients fail to accept this written tender of settlement in writing prior to the filing of any lawsuit, and if a court later determines that this written offer of settlement was reasonable in relation to the damage they actually suffered, then their recovery shall be limited to the relief tendered herein.

Moreover, pursuant to G. L. c. 93A, § 9(4), if your clients reject this offer of settlement and a court later deems it to be reasonable, then the court is required to deny them any recovery of attorney's fees and costs that they incur after their rejection of this written offer of settlement. As you know, the court is required to limit their recovery to the relief tendered herein and deny their attorney's fees and costs after their rejection of this offer of settlement, even if the court determines that Coldwell Banker violated Chapter 93A, and that Coldwell Banker's initial violation was "willful or knowing."

Please note that nothing in this letter should be construed as an admission. Coldwell Banker, Ms. Murphy and Ms. Bloodwell reserve the right to assert any and all available defenses in the event that your clients file suit.

Thank you for your attention to this matter.

Very truly yours,

/s/ Jennifer Sheehan

Alexandra R. Power
Jennifer C. Sheehan

cc: Dave Caristi

EXHIBIT 10

CHARLESTOWN ROPEWALK LLC
SECURITY DEPOSIT ACCOUNT
C/O VISION CONSTRUCTION
401 E. ELM ST. STE 150
CONSHOHOCKEN, PA 19428

501
53-447/113
00236

5-17-22 Date

Pay to the Order of Madeline Elyse WALSH $3000.00

three thousand and no/100 Dollars

ROCKLAND TRUST

For _____ May Shaffer

:011304478: 7410377431 0501