

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT

SUFFOLK, SS.

Docket No. 17-0495H

| | |
|----------------------------|---|
| _____ |) |
| CHRISTOPHER ST. LOUIS, |) |
| Plaintiff |) |
| V. |) |
| |) |
| MITRA GHOBADI, |) |
| RICHARD FITZGERALD, |) |
| RADHY PENA, |) |
| MAUREEN FITZGERALD, |) |
| KENNETH B. PHILLIPS, ESQ., |) |
| FIVE REALTY LLC |) |
| Defendants |) |
| _____ |) |

SUFFOLK SUPERIOR COURT
 CIVIL CLERK'S OFFICE
 2017 OCT 18 PM 4:23
 MICHAEL JOSEPH BOHANNAN
 CLERK / MAGISTRATE

FIRST AMENDED VERIFIED COMPLAINT

1. This Complaint claims damages for the Plaintiff who was the victim of a foreclosure rescue scam in which a realtor and a team of her agents successfully conspired to buy the Plaintiff's family home for hundreds of thousands of dollars below market value and resell it for a five hundred percent profit. The Defendants have profited financially while the Plaintiff and his family have lost their home and the tools required for the Plaintiff to make a living and continue on with his life.

Jurisdiction and Venue

2. This Court has subject matter jurisdiction over this action and the power to grant the relief requested herein under its general equity powers under G.L. c. 214, § 1. The Court has personal jurisdiction over Defendant pursuant to G.L. c. 223A, §§ 2 and 3.

3. Venue lies in Suffolk Superior Court because the damages alleged are greater than \$25,000 and Suffolk is the county in which the events which give rise to the complaint occurred.

The Parties

4. The Plaintiff, Christopher St. Louis, is a natural person who resides at 359 Park Street, Apartment 4, Boston, Massachusetts and at all relevant times until March 27, 2015 owned the real estate located at 27 Greenbrier Street, Dorchester, Suffolk County, Massachusetts. The Plaintiff is a contractor and has a sixth grade education.
5. The Defendant, Mitra Ghobadi, is a natural person and a real estate agent with Results Real Estate Specialists located in Brockton, Massachusetts. She resides at 85 Curtis Avenue, Stoughton, Massachusetts and is married to the Defendant Richard Fitzgerald.
6. The Defendant, Richard Fitzgerald, is a natural person and the managing partner of Five Realty LLC. He resides at 85 Curtis Avenue, Stoughton, Massachusetts and is married to the Defendant Mitra Ghobadi. The Defendant Richard Fitzgerald is named here both as an individual person and as the managing partner of Five Realty LLC.
7. The Defendant Radhy Pena, is a natural person and a real estate agent with Pondsides Realty which is located at 619 Centre Street, Jamaica Plain, Massachusetts.
8. The Defendant, Maureen Fitzgerald, is a natural person and at the time of the sale of the Greenbrier Property by Five Realty LLC to OZZ14 Realty LLC, was the managing partner of OZZ14 Realty LLC. Defendant Maureen Fitzgerald was last known to reside at 4 Palmer Avenue, Danvers, Massachusetts. The Defendant Maureen Fitzgerald is named here as the managing partner of OZZ14 Realty LLC for the time period

including the day before the deed was filed and recorded with the registry. Maureen Fitzgerald is the daughter-in-law of Richard Fitzgerald.

9. The Defendant, Kenneth B. Phillips, is a natural person and the managing partner of the Kenneth Phillips Law Office with a business address of 12 Walnut Street, Suite 21, Natick, Massachusetts. At the time of the closing on the short sale by the Plaintiff, the Defendant's business address was in Framingham, Massachusetts.
10. The Defendant, Five Realty LLC, is a limited liability corporation organized under the laws of the Commonwealth of Massachusetts with a business address of 85 Curtis Avenue, Stoughton, Massachusetts. The managing partner of Five Realty LLC is Richard Fitzgerald. The business address of Five Realty LLC is also the home address of Defendants Mitra Ghobadi and Richard Fitzgerald.

Facts Common to All Counts

11. The Plaintiff Christopher St. Louis (hereinafter referred to as "Plaintiff" or "Mr. St. Louis") was the owner of a three family home located at 27 Greenbrier Street, Dorchester, MA, (hereinafter referred to as "the Greenbrier Property") which consists of 3 residential units from 2004 until March 27, 2015;
12. The Plaintiff has resided in the property since he arrived in the United States in 1993.
13. Prior to the Plaintiff taking ownership of the Greenbrier Property, it was owned by his ex-wife's family for 35 years.
14. At the time of actions alleged herein, the Plaintiff resided in one unit of the Greenbrier Property with a roommate. The second unit housed his pregnant daughter and ex-wife. A third unit housed the Plaintiff's brother-in-law, Lester

Williams.

15. The Plaintiff has at various points during his ownership been threatened with foreclosure, however at the time of these allegations his mortgage was not in active foreclosure.
16. On or about February 2011, Defendant Mitra Ghobadi approached the Plaintiff about selling his home as a short sale in response to public notices of mortgage default.
17. On or about February 9, 2011, Attorney Louis G. Bertucci, III and his assistant Carolyn Morin of Gadles Group and Bertucci Law were listed on an "Authorization Form" which was sent to Bank of America regarding account number 035860042, the Plaintiff's mortgage.
18. The contact phone number which was listed for Carolyn Morin is (617) 283-4884 which is the same as Defendant Ghobadi's phone number.
19. The Plaintiff backed out of the short sale at the closing and the Plaintiff and Defendant Ghobadi's contact was lost for a period of years.
20. On or about July 2013, Defendant Ghobadi contacted the Plaintiff to restart the short sale.
21. On or about July 2013, Defendant Ghobadi introduced the Plaintiff to Attorney Stuart Schrier (hereinafter "Attorney Schrier") at the attorney's office in regard to restarting the short sale.
22. The Plaintiff was instructed by Defendant Ghobadi that the short sale would be expedited if the Plaintiff's ex-wife was removed from the deed.
23. On or about July 16, 2013, the Plaintiff's ex-wife Avian Williams transferred her

interest in the Greenbrier Property to the Plaintiff with the understanding that she would retain physical possession of the second floor. The transfer was conducted at Attorney Schrier's office.

24. Defendant Ghobadi, Attorney Schrier, Avian Williams, Christopher St. Louis, Christopher Chislom were in attendance the date of the deed transfer.
25. A copy of the deed which removed Avian Williams has never been recorded and has never been provided to the Plaintiff.
26. After the removal of Avian Williams from the deed, the Plaintiff did not hear from any of the Defendants again for almost a year and a half.
27. On or about September 12, 2013, Dennis Patch, a Realtor, and Attorney Schrier submitted a Designated Representative Acknowledgement form with Bank of America without the Plaintiff's knowledge or authorization.
28. The Plaintiff never met Realtor Patch in any professional setting.
29. The Plaintiff did not sign the form which was submitted on September 12, 2013.
30. Until mid-December 2014 the Plaintiff's mortgage was held by Bank of America.
31. On or about November 12, 2014, Defendant Rhady Pena (hereinafter "Defendant Pena"), a real estate agent for Ponside Realty who was associated with the Defendant Ghobadi, filed a Buyer's Acknowledgement and Disclosure with Bank of America without having met or ever had contact with the Plaintiff.
32. The signature on the Buyer's Acknowledgement and Disclosure form which reads "Christopher St. Louis" was not signed by the Plaintiff.
33. On or about December 9, 2014, Defendant Pena filed a Short Sale Third-Party

Authorization Form with Bank of America on the Plaintiff's behalf, and without the Plaintiff's knowledge or authorization.

34. The signature on the Short Sale Third-Party Authorizations form which reads "Christopher St. Louis" was not signed by the Plaintiff.
35. On or about mid-December 2014, Defendant Pena knocked on the Plaintiff's door and asked him if his house was for sale.
36. Initially the Plaintiff told Defendant Pena that he was not interested in a short sale.
37. Defendant Pena reintroduced the Plaintiff to the Defendant Ghobadi.
38. The Defendant Ghobadi convinced the Plaintiff to consider a short sale on the house similar to what they had attempted in 2011.
39. Defendant Ghobadi offered to buy the Greenbrier Property from the Plaintiff in a short sale in order to alleviate the Plaintiff of the burden of the mortgage.
40. Defendant Ghobadi assured the Plaintiff that she would only own the Greenbrier Property for as long as it would take for the Plaintiff to renovate it, using his skills as a contractor.
41. The Defendant Ghobadi told the Plaintiff that after the home was renovated, she would sell the Greenbrier Property back to the Plaintiff.
42. The Defendant Ghobadi and the Plaintiff agreed that in return for this arrangement, the Plaintiff would work as a contractor on the other properties the Defendant Ghobadi was then "flipping" (buying, renovating, and quickly reselling).
43. The Plaintiff's earnings from the work on the Defendants' other properties would

be used to buy back the Greenbrier Property.

44. The Defendant Ghobadi reassured the Plaintiff that at all times he and his family would be allowed to remain in the Greenbrier Property and that the transfer was only a temporary arrangement.

45. Throughout 2014 and 2015, when the Defendant Ghobadi, and the Plaintiff were involved in this arrangement, the Plaintiff was renovating the Greenbrier Property by:

- a. Demolition of second floor-
 - i. Removed old horse hair dry wall and ceilings
 - ii. Restored dining room to original floor plan
 - iii. Reinsulated all walls
 - iv. Reinstalled sheet rock on walls and ceiling with high quality product
- b. Paid an electrician and an assistant to rewire second and third floors and aided the electrician in the work
- c. Renovated the plumbing
- d. Paid to reconnect the water which had been illegally shut off in 2012

46. The Plaintiff performed approximately \$100,000 in renovations.

47. The Plaintiff was never paid for the renovations he completed on the Greenbrier Property.

48. The Plaintiff was also often required to purchase his own supplies and fixtures.

49. The Plaintiff spent approximately fifteen thousand dollars (\$15,000.00) in supplies from 2011-2014 and twenty-five hundred dollars (\$2,500.00) for

- fixtures and supplies while collaborating with Defendant Ghobadi in 2015.
50. The Plaintiff paid \$10,000 for labor assistants to help him complete the renovations.
 51. The Plaintiff has never been reimbursed for his expenditures.
 52. Defendant Ghobadi provided the documents from the canceled 2011 short sale to Defendant Pena.
 53. Defendant Pena commenced the short sale process with Bank of America by filing the same forms Defendant Ghobadi had filled out in 2011.
 54. The Short Sale application forms did not reflect the true number of inhabitants of the home, nor did it reflect that unlike in 2011, the Plaintiff now had a bank account and gainful employment after recovering from his hernia surgery.
 55. The Short Sale application did not reflect any of the renovations which had been performed on the home.
 56. The Defendant Ghobadi made an oral contract with the Plaintiff in which she would guide him through the short sale process and she would be the buyer of the Greenbrier Property.
 57. The Defendant Ghobadi would then sell the Greenbrier Property back to the Plaintiff at a later date.
 58. Included in the terms of that oral agreement was that the Plaintiff would live in the Greenbrier property rent free with his roommate, his daughter and ex-wife would pay \$1000 a month for their unit, and his brother-in-law would pay \$1000 a month as well. The Defendant Ghobadi assured the Plaintiff that this was enough rent because it would “cover the mortgage.”

59. On or about October 8, 2014, documents sent to the Plaintiff from Bank of America were marked 'return to sender.' In response, Bank of America flagged the Greenbrier property address as incorrect.
60. On or about October 21, 2014, an unknown vendor registered a change of address with Bank of America for the Plaintiff to 61 Randolph Street, Arlington, MA 02474.
61. From that date forward, all correspondence for the Plaintiff's mortgage from Bank of America was sent to the Arlington address, to which the Plaintiff had no access.
62. The address in Arlington had been used by the Plaintiff two years prior as a temporary alternative address because he was experiencing medical difficulties due to a hernia operation.
63. The Plaintiff never lived at that address and his acquaintance who had allowed him to use the address had moved away in 2013.
64. The United States Post Office has no record of any formal change of address for the Plaintiff at that time. The Plaintiff continued to receive all other mail at the Greenbrier Property until he was evicted.
65. The Plaintiff had never filed a change of address with the United States Postal Service to the address in Arlington.
66. On or about December 9, 2014, when Bank of America sent documents to the Arlington address they were returned to Bank of America for lack of a recipient.
67. On or about December 10, 2014, Bank of America flagged the address in its system as invalid.

68. On or about December 16, 2014, the Plaintiff's mortgage was transferred from Bank of America to SLS servicing (hereinafter "SLS").
69. The Plaintiff was never made aware of the transfer because he was no longer receiving mortgage correspondence at an address to which he had access.
70. SLS servicing received the mortgage with the faulty address flagged as same, but sent documents for the short sale to the Arlington address regardless.
71. On or about December 29, 2014, Defendant Pena submitted short sale documents to SLS with information from the 2011 submission to Bank of America.
72. The SLS submission has a signature on the last page which reads "Christopher St. Louis."
73. The Plaintiff never signed the SLS submission and was away on a job contract in Brockton, Massachusetts on the purported date of signing, December 30, 2014.
74. From December 2014 – March 2015, Defendant Ghobadi began providing a variety of documents for the Plaintiff to sign.
75. Each time the Plaintiff would ask what he was signing, and the Defendant Ghobadi would reassure him that the documents were part of the submission process.
76. Defendant Ghobadi instructed the Plaintiff not to date the documents he signed.
77. Defendant Ghobadi instructed the Plaintiff to trust her regarding the contents of the documents and that he did not need to read them.
78. Defendant Ghobadi was aware of the Plaintiff's limited education.
79. Defendant Ghobadi brought the Plaintiff to meet Attorneys Defendant Kenneth

Phillips and Kaitlyn Sheehan (hereinafter “Attorney Sheehan” or “Ms. Sheehan”) at Kenneth B. Phillips Law.

80. The Plaintiff never signed any documents while he was with the Attorneys.
81. The final SLS short sale package was sent to the Arlington address and was dated February 23, 2015.
82. SLS only sent the short sale package once and never made it available for download.
83. The SLS short sale package included an incomplete phone number for the Plaintiff.
84. Defendants appeared to the Plaintiff in receipt of the SLS short sale closing documents and informed the Plaintiff that the signing of the documents would take place on March 27, 2015.
85. Plaintiff did not receive the short sale documents directly from SLS and had never authorized either Bank of America nor SLS to send his correspondence to any address other than that of the Greenbrier Property.
86. The Greenbrier Property had a \$29,400 tax lien from April 12, 2010 against it at the time of the closing.
87. The lien had been incurred because the Plaintiff had failed to pay his taxes for TY2009.
88. By the date of the short sale, the tax lien was \$37,515.
89. Defendant Ghobadi informed the Plaintiff that the tax lien would be satisfied from the proceeds of the short sale.
90. The Defendant Ghobadi never disclosed to the Plaintiff that as a result of the

short sale, the Plaintiff might owe a sizeable tax bill to the IRS for the shortfall in the sale amount versus the assessed value of the Greenbrier Property.

91. On or about February 27, 2015, a “Power of Attorney and Declaration of Representative” was signed with Christopher St. Louis’s name on the signature line.
92. The Declaration of Representative was signed by Defendant Attorney Phillips and Attorney Sheehan; also dated February 27, 2015.
93. Defendant Phillips and Attorney Sheehan were counsel for Defendant Five Realty LLC and Wallace Realty Capital LLC at the time.
94. On or about March 24, 2015, Defendant Ghobadi informed the Plaintiff that he did not need to attend a meeting that was occurring on March 25, 2015 because her husband would be signing some documents, but the Plaintiff didn’t have to be there. This was the first time the Plaintiff ever heard reference to Defendant Ghobadi’s husband, Defendant Richard Fitzgerald.
95. The Plaintiff did not attend any meeting or closing on March 25, 2015.
96. When the Plaintiff arrived to sign for the closing of the short sale on March 27, 2015, only Defendant Ghobadi and Attorney Sheehan were present.
97. The closing on the Greenbrier Property took place at the law office of Kenneth B. Phillips Law on March 27, 2015.
98. When the Plaintiff arrived at the office, Defendant Ghobadi and Attorney Sheehan put the pile of documents to be signed in front of the Plaintiff, instructed him to sign where each “x” was, and walked away.
99. No one personally witnessed any signature made by the Plaintiff.

100. The documents were later notarized by Attorney Sheehan.
101. When the Plaintiff was finished signing the documents, the Defendants Ghobadi and Attorney Sheehan walked back to the table and asked if the Plaintiff was finished.
102. Defendant Ghobadi drove the Plaintiff back to the Greenbrier Property.
103. The Plaintiff was sent home from the closing without any documents.
104. The Plaintiff has repeatedly asked Defendant Attorney Phillips to provide him with a copy of the signed deed. The Attorney has never provided a copy of the deed to the Plaintiff.
105. Later that day, the Plaintiff asked Defendant Ghobadi why he, the Plaintiff, had no documents from the closing.
106. Defendant Ghobadi called Defendant Pena and the two defendants left the Greenbrier Property and returned an hour later with documents for the Plaintiff.
107. The Plaintiff accepted the documents but did not read them at that time.
108. On or about March 27, 2015, the documents were submitted to the Suffolk Country Registry of Deeds.
109. None of the documents currently on record with the Suffolk Country Registry of Deeds from this closing have any "x"s.
110. The Greenbrier Property was sold for a contract sales price of One Hundred twenty-two thousand dollars and zero cents (\$122,000.00).
111. On the date of the closing, the assessed value of the Greenbrier Property was approximately three hundred and fifty thousand dollars (\$350,000.00).
112. Defendant Five Realty LLC, whose managing partner is Defendant Richard

Fitzgerald, was issued a mortgage for two hundred and ninety thousand dollars and no cents (\$290,000.00).

113. The HUD-1, dated March 27, 2015, reflected a six-month mortgage loan term with fourteen percent (14%) interest.

114. The HUD-1, dated March 27, 2015, reflected an “IRS payment of \$37,515.23” to be paid from the loan proceeds. The Plaintiff understood that this would satisfy the outstanding tax lien.

115. The HUD-1, dated March 27, 2015, reflected a seventy thousand dollar (\$70,000.00) “Construction Holdback.” The Plaintiff understood that this money would be released to him as he finished various renovations throughout the Greenbrier Property.

116. The HUD-1, dated March 27, 2015, reflected payments to “Skulley and Snyder” for twenty-five hundred dollars (\$2,500.00) and “Jason Cohen” for twenty-nine hundred dollars (\$2,900.00). The Plaintiff is unaware of who these entities are or what connection they have to the Greenbrier property.

117. After the closing on the Greenbrier Property, the Plaintiff continued to reside there and continued renovations.

118. As of the filing of this action, the IRS tax lien has not yet been satisfied.

119. On or about June, 2015, the \$37,515.23 which was marked for “IRS Payment” was returned to Defendant Richard Fitzgerald by Defendant Attorney Phillips.

120. Defendant Attorney Phillips and Attorney Sheehan attempted on multiple occasions to contact the IRS and have the tax lien on the property detached from

the title and instead attach against the Plaintiff personally.

121. Defendant Attorney Phillips and Attorney Sheehan were rejected multiple times but on June 4, 2015, armed with a Power of Attorney which the Plaintiff never signed yet bore the Plaintiff's name in cursive, they succeeded in divorcing the tax lien from the property.
122. The Plaintiff had difficulty getting reimbursed for his work because each project had to be approved by the mortgage company before they would pay out from the holdback.
123. The time lag between start of work and the pay out from the mortgage company caused considerable tension between the Plaintiff and Defendant Ghobadi.
124. On or about June 5, 2015, the day after the tax lien was lifted, at approximately seven in the evening, Defendant Ghobadi and Defendant Fitzgerald arrived at the Greenbrier Property with a third man named Antonio.
125. Defendant Ghobadi began aggressively demanding that the Plaintiff finish the renovations he had begun and to start the renovation of the bathroom.
126. Defendant Fitzgerald attempted to calm down Defendant Ghobadi who responded to him by saying, "it's not my credit, it's your credit that's at risk."
127. Defendant Ghobadi and Antonio walked upstairs to inspect and clean. While they were upstairs, Defendant Fitzgerald said to the Plaintiff, "Don't worry, we're not going to sell the house."
128. The Plaintiff then went upstairs to speak with Defendant Ghobadi. Defendant Ghobadi was anxiously cleaning the upstairs unit. When the Plaintiff

asked her to calm down, she insisted that the bathroom needed to be finished as soon as possible. She then said to him as a non-sequitur, "I don't care about your documents as long as mine are right." Defendant Ghobadi then left the house and never returned.

129. On or about June 23, 2015, Defendant Maureen Fitzgerald, daughter-in-law of Defendant Richard Fitzgerald, was removed as registered agent for OZZ14 Realty LLC via a Certificate of Amendment filed with the Massachusetts Secretary of State.

130. On or about June 23, 2015, Salvador Rosa was named as the registered agent for OZZ14 Realty LLC via a Certificate of Amendment filed with the Massachusetts Secretary of State.

131. The Certificate of Amendment filed on June 23, 2015 also stated in relevant part:

"Remove Joseph Paul Sullivan, Esq. as the authorized person to make changes to the LLC and replace with Kenneth B. Phillips Esq. in section 7."

132. On or about June 24, 2015, Five Realty LLC transferred the deed to OZZ14 Realty LLC. The deed can be found at the Suffolk County Registry of Deeds, Book 54659, Page 97.

133. The Deed which was transferred to OZZ14 on June 24, 2015 was notarized on the same date as the Plaintiff's closing, March 27, 2015.

134. On or about June 25, 2015, Salvador Rosa, manager of OZZ14 Realty LLC, arrived at the Greenbrier Property.

135. Mr. Rosa let himself into the property and began taking the Plaintiff's

family's belongings outside and depositing them in the backyard.

136. When the Plaintiff heard the manager of OZZ14 walking around the house, the Plaintiff asked him who he was and the Plaintiff was told that he was "the new manager."

137. The Plaintiff asked the manager of OZZ14 what he was doing and demanded that his belongings be returned to the house.

138. The manager of OZZ14 returned a side table to the home and left.

139. One month later, the third floor tenant was served eviction papers.

140. On or about August 10, 2015, the Plaintiff was served with Summary Process.

141. On or about August 17, 2015, the Plaintiff's roommate, David Ernst, was served with Summary Process.

142. On or about mid-August 2015, the Plaintiff hired Counsel Rudolph Miller.

143. On or about the end of August, the Plaintiff gave the check for relocation to his Counsel for safe keeping.

144. Counselor Miller instructed the Plaintiff to sign the check.

145. Upon information and belief, the check was deposited in Counselor Miller's bank account, without the Plaintiff's knowledge, sometime in August or September of 2015.

146. On or about December 2015, the Honorable Judge Winick ordered the Plaintiff to pay \$4500 in back rent and \$1500 each month going forward.

147. On or about December 28, 2015, the Plaintiff asked the Honorable Judge Winick to be allowed to escrow the rent because the heat was not working. The

Plaintiff's request was denied.

148. The Plaintiff paid \$1500 to OZZ14 for the January 2016 rent on December 29, 2015. The check was sent certified mail to Attorney Gowan, Salvador Rosa's lawyer.
149. On or about January 28, 2016, the Plaintiff filed an emergency complaint with Boston Inspectional Services regarding the lack of heat.
150. On or about February 18, 2016, inspectors from Boston Inspectional Services issued a Stop Work Order because work was being done to the Greenbrier Property without permits and they ordered that heat be turned on.
151. OZZ14 was cited for failing to shovel the sidewalks, littering and other violations.
152. The same inspection resulted in citations regarding safety violations in the Plaintiff's residence on the first floor. The manager of OZZ14 verbally authorized the Plaintiff to complete the renovations as required by Boston Inspectional Services Inspectors (hereinafter "the Inspectors").
153. The Plaintiff completed the work in one week and all of his work was signed off on by the Inspectors.
154. In addition, the Inspectors approved the work on the second floor that the Plaintiff had completed in 2015.
155. On or about March 3, 2016, Plaintiff brought an Opposition to Plaintiff's Motion for Order of Contempt which articulated the Plaintiff's theory of the case that Salvador Rosa and OZZ14 were not bona fide purchasers of the Greenbrier Property. On that date, the Honorable Judge Winick refused to hear arguments

after it was revealed that although the heat remained broken through February 2016, the Plaintiff had not yet paid February 2016 rent and his Counsel had failed to request reprieve from the Court.

156. During that hearing, Counsel Gowan stated that his clients had not received the January 2016 rent, though the Plaintiff provided Counsel with a receipt for the certified letter and cancelled check.

157. On or about March 7, 2016, the Plaintiff and his family received notice that they had 48 hours to vacate the Greenbrier property which they had inhabited for over 35 years.

158. On or about March 8, 2016, the Plaintiff appeared before the Honorable Judge Winick in order to request an extension. His request was denied.

159. On or about March 9, 2016 MMM Moving and Storage from Brockton, Massachusetts packed the Plaintiff's belongings and took them to a storage unit at Cube Smart on Massachusetts Avenue in Boston, Massachusetts.

160. The movers deposited the Plaintiff's boxes at Cube Smart where the Plaintiff only received one month for free when he had been told he would have three months at the less expensive Brockton facility where they'd taken his brother-in-law's possessions.

161. The movers failed to remove the large appliances including three refrigerators and the dryer on the second floor, broke many valuables, and packed the storage unit recklessly.

162. In the eviction order, the Honorable Court had failed to note that the basement was filled with the Plaintiff's work materials and tools he had

accumulated over 30 years of work. The losses he suffered included, but are not limited to:

- a. Hand tools, hammer, saws, screw drivers, nail guns, screw guns, vacuum, chisels, pliers, scrap metal, table saw, ladder, 100+ concrete foundation blocks, car parts, and 30 used bicycles.

163. Though the Plaintiff's daughter and ex-wife were never formally evicted, on or about March 17, 2016 an agent of Defendant Ghobadi arrived at the Greenbrier Property with a dumpster and a hired crew threw all of the Plaintiff's pregnant daughter's and ex-wife's possessions away including clothing, furniture, household goods, the daughter's text books and college diploma.

164. The Plaintiff and his daughter each called the Police who arrived and instructed the Plaintiff that he was entitled to remove items from the dumpster.

165. On or about February 2016, the Contractor Winston Marshall (hereinafter "Mr. Marshall") was hired by Defendant Ghobadi to complete renovations on the second floor.

166. The permit which Mr. Marshall was working under named the owner as "Rosa Salvador" living on the second floor of the Greenbrier Property.

167. On or about April 20, 2016, Defendant Ghobadi showed the Greenbrier Property to prospective buyers.

168. On or about April 20, 2016, Defendant Ghobadi represented herself to potential buyers as the "project manager" for the renovated Greenbrier Property.

169. On or about March 24, 2017, the Plaintiff filed for a lis pendens with this Honorable Court.

170. A hearing was held on Defendants' Special Motion to Dismiss on May 17, 2017.
171. On or about May 22, 2017, the case was dismissed with prejudice as to Salvador Rosa as an individual, and without prejudice as to Mitra Ghobadi and Richard Fitzgerald.
172. On or about June 7, 2017, OZZ14 sold the Greenbrier Property for six hundred and fifty thousand dollars and no cents (\$650,000.00) to Daniel Goncalves and Eunice Barros.
173. An FBI investigation into the criminal matters associated with this case, as may have been committed by the Defendants, is ongoing. The agents, accompanied by an IRS agent, interviewed Defendant Pena, Attorney Miller, and many neighbors.
174. A Massachusetts Attorney General's investigation into the criminal and civil violations which may have been committed by the Defendants is ongoing.

COUNT I – FRAUD BASED ON UNDUE INFLUENCE as to Defendant Ghobadi

175. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 174 immediately above, as if specifically set forth herein;
176. The Plaintiff is an uneducated man who left school at the age of twelve and has worked at a trade since then.
177. The Plaintiff was approached for a short sale by the Defendant Ghobadi four times over four years (2011-2014).
178. Each time Defendant Ghobadi approached the Plaintiff, she had a new realtor and a new attorney attached to her proposed deal.

179. Each time Defendant Ghobadi approached the Plaintiff, the realtor and attorney she had employed to join her had already filled out and filed the necessary authorization forms which allow them to speak with the Plaintiff's lender, Bank of America, on the Plaintiff's behalf.
180. Of the various attached agents, the Plaintiff never met the realtor "Branch" or the realtor "Morin," though they were both listed at times on his Bank of America authorizations.
181. The forms all required the Plaintiff's signature, though the Plaintiff never saw the documents nor had he met many of the people named on the forms as his representatives.
182. After a number of failures, Defendant Ghobadi began sending the realtor to see the Plaintiff alone and then appeared when the Plaintiff needed to be transported to an attorney's office or when he needed convincing.
183. The Plaintiff did not follow through on the first three attempts the Defendant Ghobadi made to short sale his home, the Greenbrier Property.
184. At the 2011 attempt, the Plaintiff walked away at the closing table because of unspecified misgivings.
185. At all times between 2011 and 2015, the Plaintiff's mortgage was in default, however, he was never notified that he was in active foreclosure.
186. The Defendant Ghobadi used the opportunity presented to her of a Plaintiff who is uneducated and who is deeply behind on his mortgage to her advantage by buying his home at below market rate and then getting free renovations and selling the home at an enormous profit. The Defendant Ghobadi accomplished this by convincing the Plaintiff

that he can live in the Greenbrier property for free, without burden of impending foreclosure or paying rent, while he renovates the home and then eventually repurchases his house.

187. Defendant's conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT II – FRAUD IN THE INDUCEMENT as to Defendant Ghobadi

188. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 187 immediately above, as if specifically set forth herein.

189. The Defendant Ghobadi was intent on purchasing the Greenbrier Property as a short sale from the time she first introduced herself to the Plaintiff in 2011.

190. The Defendant Ghobadi promised the Plaintiff, whom she knew to be uneducated, that she, personally, would buy his home, the Greenbrier Property, from him.

191. The Defendant Ghobadi promised the Plaintiff that the Plaintiff and his family could remain in the Greenbrier Property after she bought it via short sale.

192. The Defendant Ghobadi promised the Plaintiff that he would not have to pay any rent and that the rent for the other two floors would be limited to one thousand dollars a month per floor.

193. The Defendant Ghobadi promised the Plaintiff that he would be allowed to renovate the Greenbrier Property in the months leading up to the short sale and in the time period between the short sale and when the Plaintiff was able to repurchase the home.

194. The Defendant Ghobadi promised the Plaintiff that she would resell the Greenbrier Property to the Plaintiff when the renovations were complete and the Plaintiff could afford to rebuy it.

195. The Defendant Ghobadi promised the Plaintiff that the tax lien against the Greenbrier Property would be paid at the closing of the short sale.
196. The Defendant Ghobadi never disclosed to the Plaintiff that the Plaintiff might owe a large tax debt to the IRS due to the discrepancy between the short sale amount and the assessed value.
197. The Plaintiff relied on these statements when he agreed to short sale the Greenbrier Property to the Defendant Ghobadi.
198. The Plaintiff did not know that the Defendant Richard Fitzgerald and the Defendant Five Realty LLC would be purchasing the Greenbrier Property at short sale.
199. The Plaintiff did not know that the Defendant Richard Fitzgerald and the Defendant Five Realty LLC would be selling the Greenbrier Property to OZZ14 who was then managed by Maureen Fitzgerald, the daughter-in-law of the Defendants Richard Fitzgerald and Mitra Ghobadi.
200. The Plaintiff did not know that as soon as the tax lien was transferred off of the Greenbrier Property title to his personal liability, he would be evicted from the Greenbrier Property and it would be resold.
201. The Plaintiff did not know that the sale to OZZ14 was contemplated at the short sale closing and that on the same day of the short sale in March another deed was signed and notarized to transfer the Greenbrier Property from Five Realty LLC to OZZ14 Realty LLC even though it was not recorded until the tax lien was lifted.
202. The Plaintiff did not know that he might owe as much as one hundred and twenty thousand dollars (\$120,000.00) to the IRS due to the difference between the short sale amount and the assessed value.

203. If the Plaintiff had known that he would not be able to live rent free, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
204. If the Plaintiff had known that the tax lien would not be paid, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
205. If the Plaintiff had known that the tax lien would become his personal responsibility, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
206. If the Plaintiff had known that the subsequent sale to OZZ14 was already arranged, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
207. If the Plaintiff had known that he would not be able to repurchase his home, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
208. If the Plaintiff had known that he would be evicted and end up living in a car for months, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
209. If the Plaintiff had known that his family would be evicted, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.

210. If the Plaintiff had known that his belongings and work equipment worth thousands of dollars would be thrown away, he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
211. If the Plaintiff had known that as a result of the short sale he might own the IRS one hundred and twenty thousand dollars (\$120,000.00), he would not have agreed to short sale the Greenbrier Property to Defendant Ghobadi, and ultimately to Defendants Richard Fitzgerald and Five Realty LLC.
212. The Plaintiff relied on Defendant Ghobadi's statements when deciding to short sale his home and that reliance resulted in the loss of his home, his family's home, his brief homelessness, the loss of his work tools, his belongings, his family's belongings, his equity, and has caused tremendous strain and humiliation.
213. Defendant's conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT III – MISREPRESENTATION as to Defendant Ghobadi

214. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 213 immediately above, as if specifically set forth herein.
215. The Defendant Ghobadi made numerous false statements, as described above, when convincing the Plaintiff to short sale the Greenbrier Property. Those statements include but are not limited to: the Defendant Ghobadi would be the buyer of the home at the short sale, the Plaintiff would be able to repurchase his home after the sale, the Plaintiff and his family would be allowed to remain in the home, the Plaintiff would be paid for the renovations he completed in the home.

216. The Defendant Ghobadi knew that her statements were false including but not limited to the statements that she would buy the home, that she would pay the Plaintiff for the renovations from the construction holdback on the new mortgage, that she would pay the tax lien from the loan proceeds, that the Plaintiff and his family would live in the home, and that she would sell the home back to the Plaintiff after renovations were completed.
217. The Plaintiff relied on these statements as true when he made his decision to short sale his home.
218. The Plaintiff's reliance on these statements were reasonable as he saw that there was consideration for both parties and he has a limited education.
219. The Plaintiff lost his home and all of his belongings as a result of his reliance on the Defendant Ghobadi's statements.
220. Defendant's conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT IV – BREACH OF FIDUCIARY DUTY as to Defendant Ghobadi

221. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 220 immediately above, as if specifically set forth herein.
222. As the realtor facilitating the short sale, the Defendant Ghobadi owed the Plaintiff, her client, the principal fiduciary duties of disclosure, care, good faith, and loyalty.
223. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she offered to buy the house from him knowing the advantages she would gain from the sale.

224. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she failed, until the day before the short sale, to disclose that her husband, Defendant Richard Fitzgerald, would be “signing some papers.”
225. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she failed to disclose to the Plaintiff that her husband, Defendant Richard Fitzgerald, and his company, Five Realty LLC, would be the buyer of the Greenbrier Property.
226. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she assured the Plaintiff that the sale proceeds would be used to pay off the Plaintiff’s tax lien.
227. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she assured the Plaintiff that the seventy-thousand-dollar holdback from the mortgage would be used to pay his costs and labor for renovations to the home.
228. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she intentionally did not disclose to the Plaintiff that the short sale had the potential to expose him to a large tax liability which could be as large as one hundred and twenty thousand dollars (\$120,000.00) because disclosure of that information might have influenced the Plaintiff to cancel the closing.
229. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she used the knowledge of the Plaintiff’s limited education to her advantage to get the Plaintiff to sign unexplained documents and enter

into a real estate deed sell-back arrangement that a person with more education would likely recognize as fraudulent.

230. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she put her needs and desires ahead of the best interest of her client, the Plaintiff.

231. As the realtor facilitating the short sale, the Defendant Ghobadi breached her fiduciary duties to the Plaintiff when she profited as a result of the knowledge and professional relationship she had with the Plaintiff.

232. Defendant's conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT V – BREACH OF CONTRACT as to Defendant Ghobadi

233. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 232 immediately above, as if specifically set forth herein.

234. The Defendant Ghobadi and the Plaintiff created an oral contract when the Defendant Ghobadi and the Plaintiff agreed that the two thousand dollars in rent collected from the two units constituted sufficient rent for the Plaintiff and his family to remain in the Greenbrier Property.

235. The Defendant Ghobadi and the Plaintiff created an oral contract when the Defendant Ghobadi and the Plaintiff agreed that as part of the short sale, the Plaintiff's tax lien would be satisfied with the IRS from loan proceeds.

236. The Defendant Ghobadi breached the oral contract with Plaintiff when she evicted the Plaintiff and his family from the Greenbrier Property for non-payment of rent.

237. The Defendant Ghobadi breached the oral contract with Plaintiff when she failed to use the loan proceeds to pay off the IRS tax lien on the Greenbrier Property.
238. The Plaintiff suffered an eviction, homelessness and has an ongoing personal tax debt due to the Defendant Ghobadi's actions.
239. Defendant's conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT VI – FRAUD to wit FORGERY as to all Defendants

240. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 239 immediately above, as if specifically set forth herein.
241. The Defendants used a multitude of forms in order to facilitate the short sale that contained a cursive rendition of the Plaintiff's name on the signature line, but lacked the Plaintiff's actual signature of his own hand.
242. The Defendants used a multitude of forms in order to facilitate the short sale that contained a photocopied rendition of the Plaintiff's signature on the signature line, but lacked the Plaintiff's original signature of his own hand.
243. These forms include but are not limited to the deed which was transferred from the Plaintiff to Defendant Five Realty LLC at the short sale closing.
244. These forms include but are not limited to the Power of Attorney form which Attorney Sheehan and Defendant Attorney Phillips used to transfer the tax lien and clear title on the Greenbrier Property.
245. These forms include but are not limited to each of the four Authorization forms which were sent to Bank of America and later SLS to authorize real estate agents and attorneys to speak to the lenders on the Plaintiff's behalf.

246. The forms which were used, notarized and/or filed by each of the Defendants were not lawfully signed by the Plaintiff, nor had he authorized any agent to sign on his behalf.
247. Each of the Defendants knew or should have known that the documents they were using had not been signed by the Plaintiff and therefore could not be used lawfully.
248. If not for the use of the forged instruments, the Plaintiff would not have lost his house in this manner, nor would the tax lien have been transferred to his personal liability.
249. The Defendants' willful disregard for the need of an original signature from the Plaintiff has resulted in the Plaintiff's loss of his and his family's house, his tools and belongings, humiliation and despair.
250. Defendants' conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT VII – FRAUD as to Richard Fitzgerald & Five Realty LLC

251. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 250 immediately above, as if specifically set forth herein.
252. The Defendants Richard Fitzgerald and Five Realty LLC committed fraud by knowingly purchasing the Greenbrier Property in contravention to the original intent of the agreement between Defendant Ghobadi and the Plaintiff.
253. The Defendants Richard Fitzgerald and Five Realty LLC committed fraud by knowingly taking title to a property whose short sale was being facilitated by Defendant Richard Fitzgerald's wife, Defendant Ghobadi.
254. The Defendants Richard Fitzgerald and Five Realty LLC knew or should have known that they were party to a fraudulent transaction when Defendant Richard

Fitzgerald arrived at a closing for a short sale acting as the buyer and the seller hadn't yet signed the deed.

255. The Defendants Richard Fitzgerald and Five Realty LLC knew or should have known that they were party to a fraudulent transaction when Defendant Richard Fitzgerald signed a deed transferring the Greenbrier Property to OZZ14 on the same day he bought the Greenbrier Property, though the deed wouldn't be recorded for three additional months.
256. The Defendants Richard Fitzgerald and Five Realty LLC knew or should have known that they were party to a fraudulent transaction when Defendant Richard Fitzgerald signed a deed transferring the Greenbrier Property to OZZ14 which on that day was managed by his daughter-in-law Defendant Maureen Fitzgerald.
257. At all times, Defendant Five Realty LLC knew or should have known of the actions of its managing partner, Defendant Richard Fitzgerald.
258. The Plaintiff suffered significant harm from the fraudulent transaction perpetrated by Defendants Richard Fitzgerald and Defendant Five Realty LLC including but not limited to losing his family's home, his belongings, his work tools and suffering humiliation and shame.
259. Defendant Richard Fitzgerald, member of Defendant Five Realty LLC acting on behalf of Five Realty LLC participated in conduct which directly and proximately caused the injuries and damages as described with particularity herein.

COUNT VIII – FRAUD as to Maureen Fitzgerald

260. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 259 immediately above, as if specifically set forth herein.

261. The Defendant Maureen Fitzgerald, manager of OZZ14 Realty LLC, committed fraud by knowingly purchasing the Greenbrier Property from her father-in-law, Defendant Richard Fitzgerald in a non-arm's length transaction.
262. The Defendant Maureen Fitzgerald knew or should have known that she was party to a fraudulent transaction when she took title to a property that had been sold by Defendant Maureen Fitzgerald's father-in-law's wife, Defendant Ghobadi, and was again being sold fewer than three months later by Defendant Maureen Fitzgerald's father-in-law Defendant Richard Fitzgerald.
263. The Defendant Maureen Fitzgerald knew or should have known that she was party to a fraudulent transaction when Defendant Richard Fitzgerald signed a deed transferring the Greenbrier Property to OZZ14 on the same day Five Realty LLC bought the Greenbrier Property, though the deed wouldn't be recorded for three additional months.
264. The Defendant Maureen Fitzgerald knew or should have known that she was a party to a fraudulent transaction when she had to wait for title to clear (the tax lien to be transferred) even though the HUD for the short sale clearly stated that the IRS would be paid and therefore no cloud on title should have remained.
265. The Defendant Maureen Fitzgerald, committed fraud when she transferred out as managing partner of OZZ14 on the Commonwealth's Secretary of State Corporations database and replaced herself with Salvatore Rosa the day before the sale of the Greenbrier Property in order to hide the family connections.

266. The Plaintiff suffered significant harm from the fraudulent transaction perpetrated by Defendant Maureen Fitzgerald, including but not limited to losing his family's home, his belongings, his work tools and suffering humiliation and shame.

267. Defendant Maureen Fitzgerald participated in conduct which directly and proximately caused the injuries and damages as described with particularity herein.

COUNT IX – NEGLIGENCE as to Attorney Kenneth Phillips

268. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 267 immediately above, as if specifically set forth herein.

269. The Defendant Phillips has a higher duty both as an attorney and because the Plaintiff is poorly educated to verify that all documents in relation to a real estate closing are valid. While the Plaintiff was not the client of the Defendant Phillips, his vulnerability and potential for loss of property required careful facilitation of this sale.

270. The Defendant Phillips knew or should have known that when dealing with a poorly educated individual, that it might be necessary to verify that all documents provided are legitimate with original signatures.

271. The Defendant Phillips knew or should have known that the documents he used to facilitate the short sale and transfer of the tax lien may not have original signatures if they were not signed in front of Defendant Phillips or his associate Ms. Sheehan.

272. The Defendant had a duty to verify the veracity of the signatures on the documents he used if there was any reason to question their authenticity.

273. The Plaintiff never signed documents in view of either Defendant Phillips or his associate Ms. Sheehan.

274. Ms. Sheehan, as an associate of Defendant Phillips' law firm notarized a signature which she did not witness.
275. Defendant Phillips' law firm filed documents which included forged signatures and photo copied signatures and has failed to provide original documents upon request.
276. Defendant Phillips knew or should have known that the short sale and subsequent sale to OZZ14 were not arm's length transactions because he worked on both of them and had personal knowledge of the buyers in both sales.
277. The Plaintiff lost his family's home, his belongings, his work tools and suffered humiliation and shame as a result of the fraudulent actions of Defendant Phillips.
278. Defendant's conduct directly and proximately caused the injuries and damages as described with particularity herein.

COUNT X – CIVIL CONSPIRACY as to all Defendants

279. The Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 280 immediately above, as if specifically set forth herein.
280. The Defendants participated in a common plan to induce the Plaintiff to sell his home far below market value in a short sale, complete needed renovations without compensations, and then transfer the deed to a buyer who would appear to a court to be bona fide for value in order to prevent the reversal of the sale.
281. In housing court, the Defendants were successful in evicting the Plaintiff and getting the managing partner of OZZ14 to be named a bona fide purchaser.
282. The Defendants each provided substantial assistance or encouragement in furtherance of the agreement, and none of them could have succeeded in this scheme alone.

283. Defendant Ghobadi and her husband Defendant Richard Fitzgerald served as the spark for the concerted action. They devised the plan and made multiple attempts to execute it, starting in 2011, until the Plaintiff finally relented and complied.
284. Defendant Pena was needed to get the conversation with the Plaintiff started and to file the initial documents with Bank of America. The use of Defendant Pena as the listed real estate agent allowed Defendant Ghobadi to keep her name off of the documents with the bank while she or her husband planned to be purchasers of the property.
285. Defendant Phillips and his associate Ms. Sheehan were required to process the necessary paperwork, either intentionally or negligently with a blind eye to what might have tipped off other attorneys to fraudulent acts.
286. Defendant Five Realty LLC was necessary to provide a corporate shield over managing partner Richard Fitzgerald in case the sale appeared to be non-arm's length.
287. Defendant Maureen Fitzgerald, manager of OZZ14, was necessary in order to provide a bona fide purchaser for value, and her replacement by Salvatore Rosa was required to further the claim and prevent a reversal of the sale and allow for a lawful eviction.
288. Though it is unlikely that there was an express agreement, each of the Defendants acted in concert with each other, each taking their own commissions or profits at various times along the way, concluding with a large profit in June 2017 when the property was sold by OZZ14 for five times the amount of the short sale two years prior.
289. Plaintiff has suffered tremendously from the actions of the Defendants including but not limited to loss of his family's home, his belongings and work tools, his time and labor in renovations, his financial investment in the property, his equity, and his dignity.

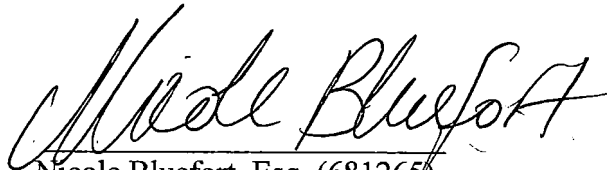
290. Defendants' conduct directly and proximately caused the injuries described with particularity herein and they are jointly and severally liable for the damages they have caused.

WHEREFORE, the Plaintiff, Christopher St. Louis, demands judgment against the Defendants jointly and severally for compensatory damages, punitive damages, attorney's fees, and such other relief as the Court deems just.

JURY DEMAND

WHEREFORE, the Plaintiff, Christopher St. Louis, demands a jury trial on all issues so triable.

Respectfully submitted,
Christopher St. Louis,
By his attorney,



Nicole Bluefort, Esq. (681265)
583 Chestnut Street, Unit 9
Lynn, MA 01904
Tel: 781-593-1952
Fax: 781-593-0221

Date: October 13, 2017

VERIFICATION

I, Christopher St. Louis, state that I was the owner of 27 Greenbrier Street, Dorchester, Massachusetts and that I have read the allegations set forth in the Verified Complaint and that they are true to the best of my knowledge, information and belief.

Christopher St Louis
Christopher St. Louis
Plaintiff

Date: October 13, 2017