

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUCV 17-0495H

CHRISTOPHER ST. LOUIS,)
Plaintiff)
V.)
MITRA GHOBADI,)
RICHARD FITZGERALD,)
RADHY PENA,)
Defendants)

PLAINTIFF’S PROPOSED PRETRIAL CONFERENCE MEMORANDUM

I. AGREED UPON ISSUES OF FACT

The plaintiff owned a home located on Greenbrier St in Dorchester. In March of 2015 the property was transferred to Five Realty LLC, Mgr. Richard Fitzgerald, by way of a short sale. The plaintiff contends he was defrauded in the transaction and the defendants deny the allegations.

II. STATEMENT OF THE EVIDENCE

The Plaintiff and the Defendants dispute liability and all other counts.

Plaintiff’s Position:

Plaintiff was the victim of a foreclosure rescue scam in which Defendant Mitra Ghobadi and a team of her agents including the co-Defendants 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 Defendant Mitra Ghobadi had an agreement with the Plaintiff that she would purchase his home and re-sell it to him once he completed various repairs. Further, the agreement required that the Plaintiff be allowed to remain in the home. The Defendant did not have any intentions in re-selling the home to the Plaintiff, as she immediately sold the home to Five Realty LLC, which was owned by her husband, Defendant Richard Fitzgerald. Further, the Defendant Mitra Ghobadi forced the Plaintiff to leave the home, discarded all of his personal items including the tools he utilizes to make a living, and never compensated him for the improvements he made.

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.

Defendants' Position

The plaintiff's claims are frivolous and not supported by the evidence provided by the plaintiff. The plaintiff had not made mortgage payments on the property in ten years. It was just a matter of time before the bank foreclosed on the property. The plaintiff took steps on two prior occasions to transfer the home by way of a short sale. He withdrew and changed his mind on both prior occasions. The third time (March 2015) he completed the transfer of ownership and was provided with \$10,000.00 as moving expenses. During the plaintiff's ownership the property was in disrepair. There were times when there were no utilities, heat or water service at the home. The bank holding the mortgage appraised the home for nearly \$150,000.00 prior to the short sale. Based on that appraisal, the bank consented to the short sale price in March 2015. The plaintiff refused entry to people hired to make repairs to the property and the insurance was going to be cancelled for a failure to repair safety items designated during their inspection. The Defendant opted to sell the home in June of 2015.

Mr. Pena had very little to do with any transactions. His role was one of introductions and assistance as a real estate agent. He claims against him are clearly frivolous.

The plaintiff claims a loss of \$680,000 for the value of the home while the bank appraiser assessed the property at a far less value of nearly \$150,000.

The plaintiff claims he suffered a loss of income of \$280,000 but in the prior ten years he never paid the mortgage and has not produced any tax records to support his alleged loss of income or how it is connected to the defendants.

The plaintiff claims storage costs and loss of personal items. None of the defendants owned the property at the time the plaintiff is contending that he suffered a loss of personal items and had to incur storage fees.

The plaintiff reserves the right to supplement this memorandum and defenses.

III. AGREED DESCRIPTION OF CASE TO BE READ TO JURY

The plaintiff owned a home located on Greenbrier St in Dorchester. In March of 2015 the property was transferred to Five Realty LLC, Mgr. Richard Fitzgerald, by way of a short sale. The plaintiff contends he was defrauded in the transaction and the defendants deny the allegations.

IV. UNUSUAL LEGAL ISSUES

- 1) Panel Voire Dire is requested and Rule 9A Motion served with the PTC to counsel.
- 2) Issue preclusion as it applies to the judgment of the housing court

V. WITNESSES

Plaintiff's Witnesses:

1. Plaintiff
 2. Defendants
 3. Lester Williams, Plaintiff's brother-in-law
 4. Avian Williams, Plaintiff's ex-wife
 5. David Ernst, Plaintiff's former roommate
 6. Maureen Fitzgerald, daughter-in-law of Defendant Richard Fitzgerald
 7. Salvador Rosa, former Registered agent of OZZ14
 8. Krista St. Louis, Plaintiff's daughter
 9. Louis G. Bertucci, III, Esq.
 10. Joseph Paul Sullivan, Esq.
 11. Stuart Schrier, Esq.
 12. Kenneth Phillips, Esq.
 13. Dennis Patch, Realtor
 14. Carolyn Morin
 15. Christopher Chislom
 16. Jacki Katzman
 17. Daniel Goncalves, current owner of 13 Greenbrier
 18. Eunice Barros, current owner of 13 Greenbrier
 19. Keeper of Records for Bank of America
 20. Keeper of Records for Sovereign Bank/Santander Bank
 21. Keeper of Records for Boston Inspectional Department
 22. Keeper of Records for Winston Marshall
 23. Keeper of Records for K-E-L Construction
 24. Keeper of Records for Home Depot
 25. Keeper of Records for Boston Public Works Department
 26. Keeper of Records for Boston Water and Sewer
- The Plaintiff reserves to supplement this list prior to the time of trial.

Defendant's Witnesses Ghobadi:

In addition to the witnesses listed by the Plaintiff and/or the other parties, whom the Defendant incorporates by reference as witnesses for the Defendant, the following witnesses may be called:

Kaitlyn Sheehan, Esq.
Kenneth Phillips, Esq.
Chris Wallace, Esq.
Brendan Pahigian, Citizens Bank employee, notary
Michael Duvert, witness who was approached to make false statements
Sam Medina of Realty World Related Realty Group principal broker for 2nd short sale efforts.
Louis Martins of Realty World 2nd short sale efforts
Christine Medina Realty World, short sale.
Alex Zayas, post-sale handyman will testify as it relates to damages alleged.
Emerson Andrews, referral of short sale

Thelbert Foster, contractor who will testify as to the condition of the home at or near the time of the transfer of ownership from plaintiff to one defendant and occupancy.

Richard Girard, subsequent property manager

Winston Marshall, subsequent general contractor

LAureano s Gomes, unlicensed electrical work authorized by plaintiff

Steve Mallen, electrician hired by subsequent owner to replace unlicensed electrical work.

Larry McCallum, plumber, hired by subsequent owner that repaired 28 broken pipes in

Plaintiff's unit 1 apartment so the heat can be turned on.

Jason Moynihan, labor

Fran Mackay, labor

The Defendant reserves the right to supplement this list within a reasonable amount of time, prior to trial.

The Defendant also reserves the right to call any person with knowledge of admissible facts discovered prior to or during trial, and rebuttal witnesses if necessary. The Defendant also reserves the right to read into evidence portions of the plaintiff's verified complaint, insofar as permitted by Massachusetts's law and the Massachusetts Rules of Civil Procedure.

Defendant's Witnesses Fitzgerald:

In addition, the defendant Richard Fitzgerald reserves the right to call any witnesses designated by the other parties to this matter and, with the court's permission, to designate additional witnesses with proper notice.

Defendant's Witnesses Pena:

In addition, the defendant Richard Fitzgerald reserves the right to call any witnesses designated by the other parties to this matter and, with the court's permission, to designate additional witnesses with proper notice.

The defendant reserves the right to call any witness listed on the listing of witnesses of other parties.

VI. EXPERT WITNESSES

Plaintiff's Expert Witnesses:

The plaintiff does not intend to call any expert witnesses.

Defendant Ghobadi, Fitzgerald & Pena:

The defendants do not intend to call any expert witnesses. However, prior to this pre-trial conference the plaintiff has not designated any expert witnesses for trial. If the plaintiff is allowed to designate expert witnesses for trial, the Defendants request and additional 60 days after such disclosure to identify expert witnesses for trial.

VII. CONTESTED EXHIBIT LIST

1. Purchase and Sales Agreement
2. OZZ14 Realty LLC Certification of Amendment
3. Letter from Commonwealth regarding Equity Funding
4. Secretary of State Five Realty LLC
5. Designated Representation of Acknowledgement
6. Letter from Bank of America Dated June 8, 2016
7. Instrument of Taking for St. Louis Avian
8. Application for Certificate of Discharge from Federal Tax Lien
9. Notice of Federal Tax Lien
10. IRS Fax Federal Tax Lien
11. settlement Statement
12. Check from relocation fee from Kenneth Phillips
13. Bank of American Home Loan Statement dated November 17, 2014
14. Check from Sovereign Bank
15. Letter to Chad Williams dated December 13, 2011
16. Authorization Forms from Bank of America
17. SLS Third Party Authorization Form
18. Permits for 27 Greenbrier Street, Dorchester, MA 02124
19. Estimates
20. K-E-L Construction Group
21. Home Depot Receipts
22. Home Depot Delivery Confirmations
23. SLS Borrower Information
24. Date of Hardship

25. Instrument of Tax Title Redemption
26. Power of Attorney and Declaration of Representative
27. Quitclaim Deed
28. Mortgage and Security Agreement dated June 24, 2015
29. Collateral Assignment of Security Deposit
30. Court Order dated February 25, 2012
31. Code Enforcement Violation
32. Reinspection Summary Report
33. 2015 Real Estate Payments
34. Property Assessment dated March 21, 2016
35. Billing History for A Connect
36. Boston Water and Sewer Commission dated June 24, 2015
37. Pictures of Construction
38. IRS Fax
39. Stop Work Order
40. Cubesmart
41. Specialized Loan Servicing, LLC

VIII. ITEMIZATION OF DAMAGES

1. Estimated value of the Property: \$884,300
2. Storage of personal property: \$24,000
- 3.. IRS lien, including any associated fees and interest: \$37,515.43
4. Value of family goods removed from the Property: \$100,000
5. Personal investment of in bathroom fixtures: \$2,500
6. Renovations Plaintiff made on the Property: \$100,000
7. Supplies purchased between 2011 and 2014 for renovations: \$15,000
8. Lost wages: \$325,000
9. Attorney's Fees: \$82,233.78

VIII. ESTIMATED LENGTH OF TRIAL

A. Plaintiff's Response

5 days

B. Defendant's Response

5 days

A. Plaintiff's Response

The claims are unsupported by the evidence and at critical times the defendants had no ownership rights to the home after June 24, 2015 when the home was sold to a BFP.

B. The Defendants Response

The defendants contest all damages including what has been disclosed

X. CERTIFICATION OF COUNSEL

Counsel for all parties certify that they have conferred and discussed the costs of litigation as well as the possibility of settlement and alternative dispute resolution.

Respectfully submitted,

Plaintiff,
By his attorney,

Defendants
By their attorney,

Nicole Bluefort

Nicole Bluefort, Esq.
583 Chestnut Street, Unit 9
Lynn, MA 01904
(781)-593-1952

Scott Gowen BBO 648428
Law Offices of Scott G. Gowen
165 Main Street, Suite 210
Medway, MA 02053
(508) 533-5400