

**STATE OF RHODE ISLAND
PROVIDENCE, SC.**

SUPERIOR COURT

**STATE OF RHODE ISLAND;
PETER F. NERONHA, in his
capacity as Attorney General of the
STATE OF RHODE ISLAND; and
DR. UTPALA BANDY,
in her capacity as Interim Director,
RHODE ISLAND DEPARTMENT
OF HEALTH**

Plaintiffs,

v.

**PIONEER INVESTMENTS, L.L.C.;
ANURAG SUREKA**

Defendants.

C.A. No. PC-2023-02652

**THE STATE OF RHODE ISLAND’S OBJECTION TO DEFENDANTS’, PIONEER
INVESTMENTS, LLC AND ANURAG SUREKA’S, MOTION FOR A PROTECTIVE
ORDER AND TO STAY DISCOVERY**

NOW COME the State of Rhode Island, Peter F. Neronha in his capacity as Attorney General for the State of Rhode Island and Dr. Utpala Bandy in her capacity as Interim Director of the Rhode Island Department of Health (hereinafter referred to collectively as “the State,” or “State”), and hereby object to Defendants, Pioneer Investments, L.L.C. and Anurag Sureka’s (hereinafter collectively “Defendants” or “Pioneer”) Motion for a Protective Order and a Stay of Discovery. Rule 26(c) of the Rhode Island Superior Court Rules of Civil Procedure establishes that a protective order staying discovery is only available upon demonstration of “good cause,” a burden Defendants have not met. For the reasons set forth below, the State respectfully requests that this Court deny the Defendants’ Motion for a Protective Order and to Stay Discovery in Full, and permit the State to pursue all available discovery methods, including Rule 30(b)(6)

depositions, in furtherance of addressing probable ongoing violations consistent with the conduct alleged in the Complaint.

I. BACKGROUND

On June 6, 2023, the State filed suit against Defendants, alleging violations of the Lead Hazard Mitigation Act (R.I. Gen. Laws § 42-128.1-1 *et seq.*), Residential Landlord and Tenant Act (R.I. Gen. Laws § 34-18-22 *et seq.*), Lead Poisoning Prevention Act (R.I. Gen. Laws § 23-24.1 *et seq.*), Deceptive Trade Practices Act (R.I. Gen. Laws § 6-13.1 *et seq.*), Property Maintenance Code (510-RICR-00-00-6), and Housing Maintenance and Occupancy Code (R.I. Gen. Laws § 45-24.3 *et seq.*). The State stipulated – at the Defendants’ request – to an extension for Defendants’ Answer in this matter to July 31, 2023. On July 3, 2023, the State propounded Requests for Production of Documents and Interrogatories on Defendants. The Defendants’ document production was due no later than August 14, 2023. That date passed without Defendants’ objection or response to *any* discovery request, and without request for extension. Despite the lack of cooperation related to discovery matters, the State has engaged in good faith in efforts to resolve other disputes among the parties related to the Defendants’ continued lack of compliance with statutory mandates related to lead poisoning prevention.

Now, nearly three months after the initiation of this lawsuit, more than a month after moving for a more definite statement, and without an accompanying certification of a good faith attempt to confer, Defendants seek a Court Order staying discovery until various motions or pleadings are filed and ruled upon, potentially including their Answer or a Motion to Dismiss. Delay of this length is not appropriate where the conduct at issue is a continuing violation of the public health and safety, particularly safety concerns related to children’s health.

Since filing of the Complaint, Pioneer has purported to obtain over 100 Certificates of Lead Conformance (“CLCs”) for its properties. Ex. A at ¶ 19. While it is conceivable that a pre-1978 property has zero lead hazards and thus would pass a lead inspection on the first attempt, owners and licensed renovators are required to *presume* that a pre-1978 property contains lead and take appropriate precautions unless a pre-renovation lead test demonstrates otherwise. 860-RICR-00-00-2.5.3(A)(1); Ex. A at ¶¶ 15, 18. Accordingly, prior to starting work that (1) could disturb paint on any surface greater than 6 sq. ft. per interior room or 20 sq. ft. on the exterior; (2) constitutes any mechanical paint removal; (3) constitutes any window removal or replacement; (4) constitutes interior demolition practices; or (5) any prohibited work practice, lead testing must be done on the specific areas of the property to be remediated, and the results must be retained for a period of three years and made available upon request of RIDOH. 216-RICR-50-15-12.8, -12.3; Ex. A at ¶¶ 10, 18. A property where lead testing was *not* done prior to work performed is *presumed* to contain lead hazards, and a Start Work Notification is required to be filed with the Department of Health. *Id.* at ¶ 13. Part-and-parcel of this program is the distribution of the “Renovate Right” pamphlet to owners and occupants of the building, “so that everyone involved in the renovation – tenant, owner, or workers – understands the gravity of the danger and their rights under the law.” *Id.* at ¶ 12(i). Lead Renovation Firms (“LRFs”) are responsible for, among other things, keeping up with the record keeping aspect of the law, and are “required to obtain and retain proof of [Renovate Right’s] distribution for three (3) years.” *Id.* at ¶ 12; 216-RICR-50-15-12.8(B).

Pioneer, however, despite purporting to obtain over 100 CLCs for its properties, has not filed a single Start Work Notification since this lawsuit has been filed. Ex. A at ¶ 19(d). In the experience of the Healthy Homes & Environment staff at RIDOH, “a property manager has never brought so many units into compliance so rapidly without Start Work Notifications.” *Id.* at ¶ 19(e).

The Start Work Notifications are “essential to lead hazard mitigation because they allow RIDOH to ensure that the work is being performed safely, including with proper lead hazard containment as required by law[.]” *Id.* at ¶ 14.

In response to RIDOH’s concerns and the number of CLCs filed after such a short period of time, the State pursued efforts to quickly obtain voluntary assurances that lead work was, in fact, completed correctly, namely seeking (1) results of lead tests performed prior to lead hazard reduction/control activities, and (2) the names of any professionals retained by Defendants to perform lead hazard reduction/control in advance of inspections in their units. Exs. B & C. Defendants did not take the opportunity to provide this information.

Instead, Defendants’ counsel made a number of misrepresentations about his client’s status as a Lead Renovation Firm. For example, he stated that he was “not sure why you claim that my client is a Lead Renovation Firm as Pioneer is a landlord engaged in maintenance activities and is not engaged in the business of remediating lead paint.” Ex. D at p. 1. In response, the State directed Pioneer’s counsel to the RIDOH website where “Pioneer” *is* listed as a Lead Renovation Firm. Ex. E. Counsel replied that he conferred with his client, and that his “client underwent some training over four years ago and did not even realize that he had a license. Neither he nor Pioneer Investments has ever engaged in any lead remediation work on his properties or for that matter anyone else’s properties.” Ex. F. However, this assertion is directly contradicted by a November 2022 email from Mr. Sureka to RIDOH, stating “**Pioneer is (LRF)** [sic] License# LRF02032 and **we took necessary steps** to clear the violation,” (emphasis added) and requesting RIDOH remove a Second Notice of Violation at the subject property, saying that its issuance was “purely a communication/misunderstanding error of not knowing that **Pioneer is involved in correcting the violations who is LRF** [sic].” Ex. G (emphasis added). These communications were brought to

counsel's attention to illustrate that Mr. Sureka, in the recent past, acknowledged and relied on Pioneer's status as a Lead Renovation Firm. In reply, defense counsel again failed to provide lead tests or name any Lead Renovation Firm or Lead Contractor hired by his clients since the initiation of this lawsuit. Ex. H.

Mr. Sureka's and counsel's various representations about Pioneer's status as a Lead Renovation Firm are relevant because such a firm, by affirmatively applying for Lead Renovation Firm recognition and status, agrees to comply with a variety of regulations to ensure work is performed safely and by qualified persons. 216-RICR-50-15-12.3.2. Performing work correctly is critical as a matter of health and safety, but additionally a Lead Renovation Firm's failure to comply with the regulation may result in RIDOH taking action against the license or certification. 216-RICR-50-15-3.6.1(B). If Pioneer chose to hire an outside Lead Renovation Firm rather than engage itself for the work, Defendants declined to take the opportunity to explain who was retained for the renovation work current and recent tenants report occurred at their units. Exs. F, H, I at ¶ 12, and J at ¶ 5.

RIDOH employees reviewed these reports, and based on their years of experience and knowledge of the applicable regulations, note that work described by one tenant (see Ex. I ¶ 12) would have required a Start Work Notification filed "prior to conducting the painting of the tenants' windows . . . unless a lead test of the affected windows [were] conducted by [appropriately qualified persons or entities] beforehand and the windows were determined not to contain lead paint." Ex. K at ¶ 7(c)(ii). That tenant further avers that the tenant "never received, was not shown, and did not sign any paperwork regarding lead-safe work practices[.]" Ex. I at ¶ 12(j). What's more, had Pioneer performed the tests themselves as a Lead Renovation Firm, they would be required to "retain and, if requested, make available to the Department all records necessary to

demonstrate compliance with this Part[.]” 216-RICR-50-15-12.8(B). But Pioneer has disavowed having any such records and has not identified a different Lead Renovation Firm or Lead Contractor who might have performed the tests and who could produce the records.

The State is thus without any reassurance that remediation work was properly performed in the 100 units which rapidly obtained CLCs, in spite of the power provided by the General Assembly to the Attorney General to “investigate any alleged failures to comply with the lead hazard reduction, [or] to initiate either a civil or criminal cause of action, or both, to compel compliance via injunctive relief and/or impose penalties and fines, as appropriate.” R.I.G.L. § 23-24.6-23(c)(1).

Accordingly, the State requests that this Honorable Court allow discovery to proceed apace in this case, including specifically that Defendant Pioneer Investments, LLC sit for for a deposition pursuant to Rule 30(b)(6), to obtain answers to basic questions about their recent work practices. This discovery is necessary and time-sensitive, as Defendants appear to be moving quickly and have provided no evidence that they are adequately protecting their tenants’ or the public’s health. Exs. D, F, H. This request is also narrow in that it seeks the least obtrusive means to vindicate the right of RIDOH to obtain information from lead professionals – such as the Defendants – upon request, and the right of the Attorney General to investigate alleged failures to comply with lead hazard reduction standards.

II. STANDARD OF REVIEW

Rhode Island has provided Superior Courts “broad discretion to regulate how and when discovery occurs.” *Martin v. Howard*, 784 A.2d 291, 296-97 (R.I. 2001) (citing *Colvin v. Lekas*, 731 A.2d 718, 720 (R.I. 1999) (per curiam)). In order to limit the “frequency or extent of use of the discovery methods” the Court must, make a determination that “the discovery is unduly

burdensome or expensive”, taking into account the needs of the case, the amount in controversy, the parties’ resources, and the importance of the issues at stake in the litigation.” Super. R. Civ. P. 26(b)(1)(C). A protective order may be granted only upon motion “accompanied by a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action” and upon a showing of “good cause.” *Id.* at (c).

III. ARGUMENT

1. Defendants Fail to Provide a Show of Good Cause Upon Which a Stay or Protective Order May Be Ordered.

A protective order may issue only where the motion is “accompanied by a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action” and upon a showing of “good cause.” *Id.* Defendants have failed to meet their burden to demonstrate that a protective order should issue in this case.

The Supreme Court of Rhode Island considered the “good cause” requirement of Rule 26(c) in *Estate of Chen, v. Lingting Ye*, 208 A.3d 1168 (R.I. 2019). In *Estate of Chen*, appellants sought to overturn a protective order which prevented the deposition of the only witness, a minor, in a wrongful death suit on the grounds that the deposition could worsen her mental health and be traumatizing. *Id.* at 1170-71. The Supreme Court overturned the protective order finding that the cause for its issuance was insufficient to establish good cause, holding that “a finding of good cause for a protective order with regard to discovery request[s] must be based on a particular factual demonstration of potential harm, not on conclusory statements.” *Id.* at 1177 (quoting *Anderson v. Cryovac, Inc.*, 805 F.2d 1,7 (1st Cir. 1986)).

Defendants have failed to provide any specific, substantive reason why there is “good cause” for staying discovery, because there is none. Unlike the party which sought the protective order in *Estate of Chen* on the basis that deposition of the eyewitness would be severely traumatizing, the Defendants provide no evidence of burden beyond the normal process of discovery. Here, Defendants’ Motion is concerned primarily with various *factual* quarrels they have with the Complaint, including when a particular photograph was taken. These disputes should be addressed through the civil discovery process; indeed, the discovery process exists for that very reason. Defendants substantively ignore the various bases for the State’s claims, including that many of the State’s claims regard action (or inaction) *in the past* that allegedly violated various state laws, including the Deceptive Trade Practices Act, through unfair business practices. Instead, Defendants merely assert in a conclusory manner that they intend to challenge the State’s Complaint based on “subject matter jurisdiction, standing, *inter alia*.” Def. Mot. p. 5. Defendants offer no basis for the Court to issue a protective order based on anything that even approaches a “particular factual demonstration of potential harm.” *Estate of Chen*, 208 A.3d at 1174 (quoting *Anderson*, 805 F.2d at 7)).

Nor have Defendants accompanied their motion with “a certification that the movant has in good faith conferred with other . . . parties in an effort to resolve the dispute without court action.” Super. R. Civ. P. 26(c). Thus, their Motion is not perfected. Rather, nearly three months into the present action – and after failing to object to the discovery requests within the timeframe allowed by the Rules – Defendants seek to further delay production without sufficient showing of good cause. *Cf. McSurely v. McClellan*, 426 f.2D 664, 672 (D.C. Cir. 1970) (“In light of the fact that one of the functions of discovery is to preserve testimony while recollection is relatively fresh . . . [a] stay of their takings should not be entered unless no alternative is available.”); *Feldman v.*

Flood, 176 F.R.D. 651, 652 (M.D. Fla. 1997) (explaining “motions to stay discovery are not favored because when discovery is delayed or prolonged it can create case management problems which impede the Court’s responsibility to expedite discovery and cause unnecessary litigation expenses and problems.”).

Finally, the Defendants’ purported intention to draft a motion to dismiss also falls short of their burden to show good cause for a protective order. Unlike the Federal Rules of Civil Procedure, the Superior Court Rules of Civil Procedure specifically omits all mention of motions to dismiss in the context of Rule 26(c). Assuming *arguendo* that the filing of a motion to dismiss is nonetheless of moment to the Court, various courts have found that the *actual* filing of such a motion is inconsequential. “While it is clear that Fed. R. Civ. P. 26(c) provides authority for the Court to issue a stay of discovery pending the resolution of dispositive motions . . . the issuance of a stay is not mandated by rule or decision.” *Moran v. Flaherty*, 1992 WL 276913, at *1 (S.D.N.Y. Sept. 25, 1992) (internal citations omitted). Thus “discovery should not be routinely stayed simply on the basis that a motion to dismiss has been filed.” *Id.*; see also *In re Chase Manhattan Corp. Sec. Litig.*, 1991 WL 79432, at *1 (S.D.N.Y. May 7, 1991) (rejecting Defendants’ argument that the motion to stay discovery must be granted because Defendants believed dismissal to be inevitable). And unlike *Moran* and *In re Chase Manhattan Corp.*, here the Defendants *have not yet even moved to dismiss*, and thus their mere stated intent to do so is unavailing. *Id.* Accordingly, Defendants have failed to show good cause for a stay in this case.

By contrast, there is good cause to permit access to all civil discovery mechanisms. Contrary to Defendants’ unsupported assertions, multiple courses of conduct as alleged in the Complaint are ongoing. RIDOH identified at least 39 properties that have not obtained CLCs. As discussed at length above, the CLCs that have been obtained may not have been obtained in a

compliant manner that ensures the health and safety of tenants and the surrounding community. Because of the pervasive nature of lead poisoning, even brief exposure during renovation can cause lasting damage. The State has an obligation to pursue any potential violations, seek cooperation from the Defendants in quickly remediating any ongoing violations, and, if that voluntary cooperation is not forthcoming, seek further relief from the Court to protect the public health.

IV. Conclusion

For the foregoing reasons, the Defendants' Motion for a Protective Order and a Stay of Discovery should be denied.

Respectfully submitted,

STATE OF RHODE ISLAND;

**PETER F. NERONHA
ATTORNEY GENERAL;**

**DR. UTPALA BANDY
DEPARTMENT OF HEALTH**

By Their Attorneys:

**PETER F. NERONHA
ATTORNEY GENERAL**

/s/ Keith Hoffmann

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CERTIFICATION

I hereby certify that, on the 18th day of September, 2023, I filed and served this document through the electronic filing system on the attorneys of record. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Rebekah Potter

AFFIDAVIT OF CINDY SINGLETON

I, Cindy Singleton, having been duly sworn, upon oath, do hereby depose and state as follows:

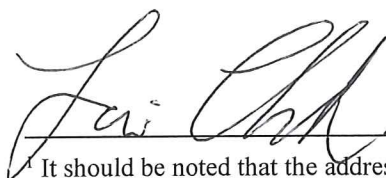
1. I am currently employed by the Rhode Island Department of Health (“RIDOH”). I have been employed by RIDOH for more than three years.
2. I currently hold the position of Assistant Health Program Administrator in the RIDOH Center for Healthy Homes & Environment.
3. Every rental unit in a pre-1978 non-exempt home is required to have a Certificate of Lead Conformance (“CLC”) prior to its rental. The CLC is the State’s primary lead poisoning prevention measure.
 - i. CLCs must be renewed every two years. They may be renewed with a new inspection by a licensed Lead Inspector, or without a licensed Lead Inspector inspection if: (1) the same tenant lives in the unit, and (2) the owner performs a visual inspection and signs an Affidavit of Completion of Visual Inspection which is required to be submitted to RIDOH.
 - ii. Additionally, these owners must take a 3-hour seminar to “Learn about lead hazards by taking a lead hazard awareness seminar, himself or herself or through a designated person,” R.I.G.L. 42-128.1-8(a)(1).
4. Rhode Island has instituted lead safety regulations “for the purpose of establishing the requirements for activities that disturb environmental lead including prohibited and approved treatment methods for correcting lead hazards in drinking water, household dust, painted surfaces, soil and/or other appropriate fixed surfaces that may contain lead.” 216-50-15-12.
5. It is the responsibility of the owner of a pre-1978 rental unit to ensure that all renovations and repairs, including but not limited to lead hazard control, lead hazard reduction, and lead hazard mitigation projects, are completed in a lead safe manner. *See generally* 860-RICR-00-00-2; R.I.G.L. § § 42-128.1-7, 8; 216-RICR-50-15-12.1 *et seq.*; 216-RICR-50-15-12.2(57).
6. Under the Lead Hazard Mitigation Act (“LHMA”) and regulations promulgated pursuant to the LHMA, owners (or designated persons) must, after attending a lead awareness seminar, conduct a visual inspection of their rental properties to identify deteriorated paint and determine who can perform the work to correct those hazards, or hire Licensed Lead Professionals to do this inspection for them. *See generally* 860-RICR-00-00-2.5.
7. All corrections must be conducted in accordance with lead safe work practices, and owners must make all reasonable efforts to ensure that occupants are not present during the work. 860-RICR-00-00-2.5.3(B)
8. After all deteriorated paint is corrected, an owner must hire a Lead Inspector to perform an independent clearance inspection to obtain a CLC. 860-RICR-00-00-2.5.4(A).

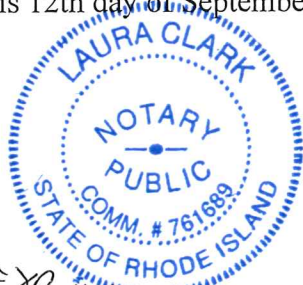
9. Owners are required to provide current tenants with copies of the Lead Inspector's independent clearance inspection report within seven (7) days of receipt. 860-RICR-00-00-2.5.5(A)-(B)
10. Work which disturbs lead paint or dust (any project on greater than 6 sq. ft. per interior room or 20 sq. ft. on the exterior) performed on rental properties is required to be performed in a manner that conforms with Renovation Repair and Painting ("RRP") Rules. The RRP Rules "ensure that renovations performed at a regulated facility or for compensation at target housing are done safely and prevent lead exposure to owners, occupants and neighbors of the property where the work is performed." 216-RICR-50-15-12.2(69). Work that may be covered includes painting walls, painting windows, renovations, and remodeling.
11. It is the responsibility of the owner of a pre-1978 rental unit to determine when RRP Rules apply, including ensuring that work is completed by the appropriately licensed professionals. *See generally* 860-RICR-00-00-2; R.I.G.L. §§ 42-128.1-7, 8; and 216-RICR-50-15-12 *et seq.*; 216-RICR-50-15-12.3.
12. Lead Renovation Firms are required to, *inter alia*, be licensed by RIDOH, and distribute the "Renovate Right" pamphlet to "the owner, occupants, and/or parents" prior to work which disturbs lead paint or dust beginning. 216-RICR-50-15-12.4.1(A). The Lead Renovation Firm is required to obtain and retain proof of its distribution for three (3) years. 216-RICR-50-15-12.8(B).
 - i. The State has delegation of authority from EPA to administer the federal RRP rule and requires the Renovate Right pamphlet to be distributed to occupants. *Id.* This is required so that everyone involved in the renovation – tenant, owner, or workers - understands the gravity of the danger, and their rights under the law. They also learn that their landlords are required to observe certain lead-safe practices when renovating, repairing, or painting. Occupants are made aware of the dangers, and lead-safe best practices. As a result, they gain knowledge about lead-safe environments while work disturbing toxic substances occurs in their homes.
 - ii. The pamphlet also ensures that landlords understand their responsibilities to have the work done properly.
13. Additionally, when performing work covered by RRP or for any Lead Hazard Control projects, such as painting over greater than 6 sq. ft. of chipping and peeling paint in the interior of a pre-1978 unit without first determining that it is lead-free, a Start Work Notification must be submitted to RIDOH at least seven (7) days prior to work, and appropriately licensed or certified persons are required to perform the work. 216-RICR-50-15-12.3; 216-RICR-50-15-12.4.2. Additionally, Owners are required to make reasonable efforts to ensure occupants, such as tenants, are not present during the work. 860-RICR-00-00-2.5.3(C).

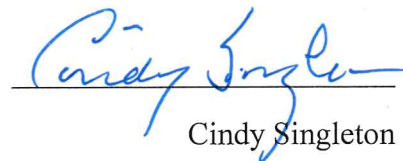
14. RIDOH considers Start Work Notifications to be essential to lead hazard mitigation because they allow RIDOH to ensure that the work is being performed safely, including with proper lead hazard containment as required by law, *see* 216-RICR-50-15-12.5.4, and acts as a mechanism to ensure that workers follow lead-safe work practices if DOH may undertake a spot inspection, which it routinely does. Consequently, Start Work Notifications are very important to the State's (and national) efforts to reduce toxic lead exposure in Rhode Islanders.
15. When performing *any* work on a pre-1978 rental house, lead professionals and owners are required to presume surfaces are lead contaminated. 860-RICR-00-00-2.5.3(A)(1). This presumption can only be rebutted through a properly-administered lead test on painted surfaces. *Id.* A properly-administered lead test will not simply test the top layer of paint, but will require the person performing the test to cut into layers of paint to ensure that lower layers of paint are reached and tested as well. 216-RICR-50-15.5.7.2(B). Only licensed Lead Inspectors, Lead Assessors, or Lead Renovators can perform these lead tests. 216-RICR-50-15-12.3. Only if painted surfaces (including layered paint) test *negative* for lead do the aforementioned RRP rules (including distribution of the Renovate Right pamphlet, Start Work Notification, and lead hazard control precautions in the course of the renovation work) not apply. Lead Renovation Firms must also retain all lead tests they have done on subject premises. 216-RICR-50-15-12.8.
16. Failing to test for lead prior to renovation poses an ongoing danger to occupants that continues after the remediation project. For example, if a person paints over chipping and peeling lead paint without taking the appropriate lead safety precautions, this increases the likelihood that the paint will quickly chip and peel again. While such a renovation may pass a CLC inspection – because the Lead Inspector may not be able to observe that the newest coat of paint was applied directly to chipping and peeling lead paint – the new paint may chip and peel again before the CLC expires, putting occupants' health at risk.
17. The lead testing requirement prevents this from occurring. For example, if a chipping and peeling painted surface tests positive for lead, a Lead Renovator or Lead Contractor will generally take appropriate precautions to safely mechanically or otherwise remove the chipping and peeling paint layer prior to re-painting.
18. In order to rebut the presumption that a pre-1978 home contains lead, a licensed Lead Inspector, Lead Assessor, or Lead Renovator must generally perform a lead test on each component of a painted structure (e.g., for a window, the sill, casing, and sash must be separately tested); if each component of a painted structure tests negative for lead, then lead-safety measures do not need to be followed. If no test is performed, the Lead Renovator or Lead Contractor must ensure that lead-safe practices are followed. All lead tests must be retained for three (3) years and those tests made available upon request of RIDOH. 216-RICR-50-15-12.8.
19. I have knowledge of and/or have reviewed and/or caused to be reviewed all relevant records to state that:

- a. Since June 6, 2023, Pioneer has purported to obtain CLCs in over 100 units owned by Pioneer.¹
- b. 39 units known to be owned by Pioneer still do not have CLCs.²
- c. I obtained this information by reviewing and/or causing to be reviewed all records (along with Shirley Rodriguez and Lori Clark, who are also RIDOH employees), Pioneer's CLCs in the RIDOH database. The review of these records was conducted between August 30, 2023 and September 7, 2023.
- d. Prior to obtaining CLCs, not a single Start Work Notification was received by RIDOH related to any of these Pioneer units that obtained CLCs.
- e. This is a highly unusual, and actually unprecedented. In my experience, and the collective experience of my team, a property manager has never brought so many units into compliance so rapidly without Start Work Notifications. This is because homes frequently require some level of lead hazard remediation or lead hazard control activities, such as re-painting of interior surfaces, prior to being lead-safe, and these activities require Start Work Notifications and the precautions noted above to be followed for the protection of occupants.
- f. I also believe, based upon the affidavit of Lori Clark, that Pioneer has in the past conducted lead hazard removal for which they were not licensed and also did not file a Start Work Notification. I have also reviewed the affidavit of Mary Verill, which would indicate that Pioneer likely violated the laws and regulations regarding lead safety outlined above, unless Pioneer, as a Lead Renovation Firm (or an appropriately licensed or certified lead professional) properly lead tested the windows in advance.
- g. Therefore, based upon my experience, there is a significant risk that the owners of the Pioneer units may recently have obtained CLCs without taking the proper lead safety precautions outlined above.

Signed and sworn to me on this 12th day of September 2023.


Lori Clark
EXP 11/21/25




Cindy Singleton

¹ It should be noted that the addresses and units listed on CLCs are recorded by individual lead inspectors and may vary based on the building structure and/or the inspector. For example, "Unit 1R" and "Unit 1 Rear" may refer to the same unit or refer to a right-side unit and a separate unit with a rear entrance. Therefore, it is difficult to say precisely how many units have obtained CLCs.

² The absence of CLCs has been estimated by comparing the number of units with active CLCs against data available in municipal tax assessor databases relating to whether the property is a two, three, four, five, or six-plus family home. It should be noted that these units are in noncompliance only if they are rental properties.



STATE OF RHODE ISLAND

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Peter F. Neronha
Attorney General

August 31, 2023

Via E-Mail Only

John A. Caletti, Esq.
BOYLE | SHAUGHNESSY LAW PC
One Turks Head Place, Suite 1330
Providence, RI 02903

Re: State of Rhode Island, et al. v. Pioneer Investments L.L.C., et al. PC-2023-02652

Dear Attorney Caletti:

Because of your lack of response to my August 22 letter, we plan to move for a preliminary injunction.

However, since my last correspondence an additional matter involving your client has been brought to my attention. Your client purports to have brought dozens of properties into compliance with lead-safe laws by obtaining Certificates of Lead Conformance (CLCs) over the last approximately two months. We have reason to believe that these CLCs may have been improperly obtained. Indeed, we have reason to believe that your client has failed in its obligation to ensure that appropriate pre-remediation requirements were met, including the filing of Start Work Notifications, in carrying out pre-inspection remediation.

Please provide to me within forty-eight (48) hours all of your client's pre-inspection lead tests of any of his properties that have been lead inspected since June 6, 2023. As a Lead Renovation Firm, your client is aware that all such lead tests must be retained for three (3) years. These tests would have been required in all situations where, *inter alia*, your client painted over chipping and peeling paint in order to prepare for a lead inspection of a pre-1978 home.

If your client fails to produce these lead tests, my clients will assume that they do not exist or are unfavorable, and will therefore take additional enforcement actions based on current information, which could include action in the litigation and applicable licensing action against your client's Lead Renovation Firm.

Thank you for your prompt attention to this matter.

Regards,

A handwritten signature in black ink that reads "Keith Hoffmann".

Keith Hoffmann
Chief, Civil & Community Rights

Cc: Kenneth Kando, Esq. (via email: kenkandolaw@gmail.com)

Riley OBrien

From: Keith Hoffmann <KHoffmann@riag.ri.gov>
Sent: Wednesday, September 6, 2023 4:48 PM
To: Williams, Ebony; Riley OBrien
Cc: Caletri, John A.; kenkandolaw@gmail.com
Subject: RE: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka // C.A. No.: PC-2023-02652 // Our File No.: BSH-4210
Attachments: Email - Sureka to RIDOH 11.1.2022.pdf

John:

I have evidence that directly contradicts this letter in multiple ways. It is attached. Please provide me with the names of any Lead Renovation Firm or Lead Contractor retained by your client to perform lead hazard control activities, including lead remediation activities, in advance of lead inspections in Pioneer units since the filing of the State's Complaint. We are seeking to ensure that work that was completed has not left tenants at imminent risk.

Keith

From: Williams, Ebony <EWilliams@boyleshaughnessy.com>
Sent: Wednesday, September 6, 2023 4:07 PM
To: Keith Hoffmann <KHoffmann@riag.ri.gov>; Riley OBrien <ROBrien@riag.ri.gov>
Cc: Caletri, John A. <JCaletri@boyleshaughnessy.com>; kenkandolaw@gmail.com
Subject: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka // C.A. No.: PC-2023-02652 // Our File No.: BSH-4210

[External email: Use caution with links and attachments]

Dear Attorney Hoffman:

Please see the attached correspondence hereto for your review with respect to the above-referenced matter.

Thank you for your attention to this matter.

Ebony R. Williams, *Legal Assistant/Paralegal*
BOYLE | SHAUGHNESSY LAW PC

One Turks Head Place, Suite 1330
Providence, RI 02903
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SCOTT M. CARROLL
scarroll@boyleshaughnessy.com

JOHN A. CALETRI
jcalettri@boyleshaughnessy.com

September 5, 2023

VIA E-MAIL: khoffmann@riagg.gov; robrien@riagg.gov

Keith Hoffmann, Esq.
Riley O'Brien, Esq.
Office of the Attorney General
150 South Main Street
Providence, RI 02903

RE: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka
C.A. No.: PC-2023-02652
Our File No.: BSH-4210

Dear Attorney Hoffmann:

I am in receipt of your correspondence of August 31, 2023, wherein you requested inspection lead tests of my client's properties that have been inspected since June 6, 2023, within forty-eight (48) hours and that you plan to move for a preliminary injunction. You also stated that all results must be kept for at least three (3) years. First, let me point out that you have no authority whatsoever to issue such a demand from me or my client. Any such document request may be made via the normal discovery process. As you may have seen, I recently filed a motion to stay discovery until after the Rule 12 issues are resolved by the court. I am sure RI Dept. of Health (DOH) licensed Lead Inspectors are aware of their obligations under DOH rules and regulations regarding the retention of lead tests. Should you, for some reason, be inclined to bring claims against any Lead Inspectors, I suppose it is up to your prosecutorial discretion. I note that you recently contacted a DOH licensed Lead Inspector with over twenty-two (22) years' experience and threatened the owner with a subpoena for some reason.

I am not sure why you are still under the impression that my client or for that matter any property owner in the State of RI is required to have lead remediation on a property that does not have an identified lead hazard nor any DOH notices of violation. Also, I am not sure why you claim that my client is a Lead Renovation Firm as Pioneer Investments is a landlord engaged in maintenance activities and is not engaged in the business of remediating lead paint.

In my letter of August 18, 2023, I requested the statutory basis for your authority to seek an injunction against my client, *inter alia*. In your letter of August 22, 2023, you claimed that your statutory authority derives from a provision of the Lead Poisoning Prevention Act, R.I. Gen. Laws § 23-24.6-23 as well as "broad prosecutorial discretion" under the Lead Mitigation Act.

Under R.I. Gen. Laws § 23-24.6-1, the DOH inspects a child's home for lead hazards when it is notified that a child has been poisoned. If lead hazards are found, the DOH will issue a notice of violation (1st NOV) to the property owner with an order that the lead hazard be remediated in thirty (30) days. If the property owner does not provide evidence that the issues have been remediated, such as a Lead Safe Certificate or Certificate of Lead Conformance, the DOH will issue a second notice of violation (2nd NOV). Should the property owner fail to comply with the 2nd NOV within thirty (30) days or request an administrative hearing, the 2nd NOV becomes a final order and the Attorney General, after writing the property owner of his/her obligations under the law and potential penalties, may bring a civil action to bring the property into compliance and seek other relief. You have specifically set out these requirements in at least four (4) actions wherein you sought injunctive relief against landlords who have failed to remediate lead hazards as ordered by the DOH. See State of RI et al. v. O'Day and Buda, CA No. PC-2022-00368; State of RI, et al. v. Regent Place, LLC, CA No. PC-2021-06846; State of RI, et al. v. Rivera, CA No. PC-2022-02347; and State of RI, et al. v. Sherry Alicea, CA No. PC-2022-02494. In short, in the absence of noncompliance with 2nd NOV from the DOH and notice from the Attorney General's Office of the obligations and penalties under the law, there is no authority or basis for a preliminary injunction.

Here's an example of a 1st NOV with personal information redacted sent to another landlord.



Department of Health
Three Capitol Hill
Providence, RI 02908-5094
TTY: 711
www.health.ri.gov

By CERTIFIED and FIRST-CLASS MAIL

[Redacted address information]

[Redacted recipient information]

NOTICE OF VIOLATION

Your property at [Redacted] was inspected on by a Rhode Island Department of Health (RIDOH) Lead Inspector for the presence of lead exposure hazards. The Lead Inspector identified lead hazards in violation of the Lead Poisoning Prevention Act (RIGL 23-24.6), the Rules and Regulations for Lead Poisoning Prevention (216-RICR-50-15-3), and the Housing Maintenance and Occupancy Code (RIGL 45-24.3). These violations are detailed in the enclosed Comprehensive Environmental Lead Inspection Report.

You are hereby notified that within 30 days of receipt of this Notice of Violation, by order of the Director of Health, you must:

- 1) Provide RIDOH with a copy of the Lead Disclosure Form signed by the current tenants in the cited dwelling unit documenting that they received a copy of the inspection report and this notice; and
- 2) Hire a licensed Lead Contractor to perform lead hazard reduction to correct all violations and call RIDOH to schedule a clearance inspection when the lead hazards have been corrected. (A list of licensed Lead Contractors is available at <http://www.health.ri.gov/find/environmentallead/professionals/>); or
- 3) Notify RIDOH that you enrolled in the Lead Safe Providence Program or RI Housing Lead Safe Homes Program, as applicable; or
- 4) Call RIDOH to schedule a site consultation, perform approved temporary lead hazard control measures, and request an extension to the 30-day compliance period by submitting in writing the address of the property in violation, the reason for the request, a plan and timeline of how and by whom the violations will be corrected; and/or
- 5) Call RIDOH to schedule a site consultation, become a certified Lead Renovator and licensed Lead Renovation Firm, and request a variance to perform lead hazard control to correct the violations by submitting in writing the address of the property in violation, the reason for the request, a plan and timeline of how and by whom the violations will be corrected.

If you fail to comply with these requirements, a Second Notice of Violation will be issued and listed on our website with your name and address at <http://www.health.ri.gov/find/environmentallead/propertystatus/> and a copy will be sent to the Department of Attorney General pursuant to Section 23-24.6-23 of the Lead Poisoning Prevention Act. In addition, legal action will be initiated and administrative fines may be imposed.

Please call Angela Olteanu, 222-7753 if you have any questions about this notice or your responsibilities as the property owner.

Sincerely,

Handwritten signature of Bonnie Cassani-Brandt.

Bonnie Cassani-Brandt
Environmental Lead Program Manager
Center for Healthy Homes and Environment

Here is an example of a 2nd NOV sent to another landlord.



Department of Health
Three Capitol Hill
Providence, RI 02908-5097
TTY: 711
www.health.ri.gov

BY CERTIFIED and FIRST-CLASS MAIL

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

SECOND NOTICE OF VIOLATION

Your property at [REDACTED] was inspected by a Rhode Island Department of Health (RIDOH) licensed Lead Inspector for lead exposure hazards. The Lead Inspector identified lead hazards in violation of the Lead Poisoning Prevention Act (RIGL 23-24.6-1), Rules and Regulations for Lead Poisoning Prevention (216-RICR-50-15-3), and Housing Maintenance and Occupancy Code (RIGL 45-24.3). You were notified of these hazards in a first Notice of Violation and Comprehensive Environmental Lead Inspection Report and given thirty (30) days to have all violations corrected by a RIDOH licensed Lead Contractor, enroll in a Lead Safe Homes Program, or submit a written request for an extension.

RIDOH has not received any documentation that you contracted with a licensed Lead Contractor, applied to a Lead Safe Homes Program, or were approved for an extension. A re-inspection conducted on or at [REDACTED] indicated that the lead hazards were not corrected. This letter serves as a Second Notice of Violation pursuant to RIGL 45-24.3-17.

You are hereby notified that all lead violations at the above referenced property must be corrected by a RIDOH licensed Lead Contractor within thirty (30) days of receipt of this Second Notice of Violation, which is listed on our website at <http://www.health.ri.gov/find/environmentallead/propertystatus/> pursuant to RIGL 23-24.6-23. A copy of this notice will also be forwarded to the Department of Attorney General for enforcement action if you fail to have all lead violations corrected within thirty (30) days of receipt of this notice.

You have the right to request an Administrative Hearing to contest the issuance of this Second Notice of Violation. Any request for a hearing must be made in writing and be received by the RIDOH Center for Healthy Homes and Environment within 30 days of receiving this Second Notice of Violation. If you fail to correct these violations or request a hearing within 30 days, this Second Notice of Violation will be recorded at the Registry of Deeds and **administrative fines of up to five thousand dollars (\$5,000) may be assessed for each day in which the violations continue to exist.**

Please contact the Center for Healthy Homes and Environment at (401) 222-7796 or doh_leadprogram@health.ri.gov if you have any questions about this notice or your responsibilities as the property owner.

Sincerely,

Handwritten signature of Bonnie Cassani-Brandt in black ink.

Bonnie Cassani-Brandt
Environmental Lead Program Manager
Center for Healthy Homes and Environment

My client does not own a property with even 1st NOV. Pursuant to the DOH database, my client does not own a single property with 2nd NOV. I've attached screen shots from the DOH's website listing properties with a 2nd NOV below.



Search Rhode Island Lead Property, Violation, and License Records i

Use the buttons below to search for properties with current lead certificates, properties with lead violations, and professionals with licenses issued by the Rhode Island Department of Health (RIDOH).

Property Certificates

RIDOH issues certificates to housing that has passed a lead inspection. Search the database to find properties with a current certificate.

Public Violations

RIDOH issues a notice of violation to properties with lead hazards. If the lead hazard is not corrected, RIDOH issues a second notice of violation. Search the database of properties that have received a second notice of violation.

Lead Professionals

RIDOH issues licenses to qualified professionals. Find a licensed lead inspector or contractor.

31-Aug-23 09:31 PM
Last Data Update



Properties with 2nd Lead Notice of Violation

Owner or Organization Name

Street Number

Street Name

City/Town

Clear Search
Back to Menu

Owner or Organization Name	Address of Property with 2nd Notice of Violation
-----	44 SARGENT AVE PROVIDENCE RI 02906
AB TRUCK TRAILER LLC	93 AVRAULT ST PROVIDENCE RI 02908
ANDREW & ELIZABETH LOWE	84 EAST MAIN ST WEST WARWICK RI 02893
ANNE ZUERNER & DAVID PAPPACENO	413 FIELD HILL RD SCITUATE RI 02857
CARLOS & ALVARO ORTEGA	246 DOUGLAS AVE PROVIDENCE RI 02908
CLARA I FELIZ LOPEZ & LORENZO A CAMACHO ALEJO	21 MIDDLETON ST PROVIDENCE RI 02909
DNM HOLDINGS, LLC	102 WOODWARD RD PROVIDENCE RI 02904
ELIZABETH GOMEZ & FRANCISCO SUERO	29 LENOX AVE PROVIDENCE RI 02907
ELJ INC.	373 BRISTOL FERRY RD PORTSMOUTH RI 02871
FEDERAL HOME LOAN MORTGAGE CORP.	49 FOSTER ST BURRILLVILLE RI 02830
GEOFFREY ROUSSELLE/NINETEEN NINETY BROAD STREET LLC	63 BERWICK LN CRANSTON RI
GREENWICH BAY HOLDINGS, LLC	124 MAPLE ST WOONSOCKET RI 02895
HIGH SERVICE REALTY ASSOCIATES	1 HIGH SERVICE AVE NORTH PROVIDENCE RI 02911
ISSAC AMPONSAH & AMA O. MENSAH	18 GROVER ST PROVIDENCE RI 02909
JEAN REALTY LLC	188 ATLANTIC AVE PROVIDENCE RI 02907
JEREMY M. LICHT & LIVIA FREIER	284 PLEASANT ST RUMFORD RI 02916
JOSE C MARTINS & YOLANDA A MARTINS	176 PLEASANT ST PROVIDENCE RI 02906
KENIA & JOSE TRINIDAD / TRINIDAD RENTALS	26 JOSLIN ST PROVIDENCE RI 02909
KIMBERLY, MARY T & FRANK F. THORPE JR.	135 NORWOOD AVE WARWICK RI 02888
KYLTIFF INVESTMENTS & CONSULTING LLC	42 GLENHAM ST PROVIDENCE RI 02907
MANUAL FONSECA & MARIA DEPINA FONSECA	15 EVALEEN ST CENTRAL FALLS RI 02863
MANUEL S. XON & SEBASTIANA L. NIMAJA	101 LOWELL AVE PROVIDENCE RI 02909
MELISSA A. SANABRIA & JOSEPH M. SENNA	24 BARNEY AVE PAWTUCKET RI 02860



Properties with 2nd Lead Notice of Violation

Owner or Organization Name


Street Number

Street Name

City/Town

Clear Search
Back to Menu

Owner or Organization Name	Address of Property with 2nd Notice of Violation
PAULINO ARACENA DE LA ROSA & DOLORES PENA DE ARACENA	68 WHITMARSH ST PROVIDENCE RI 02907
RAMIRO VARGAS & REYNA MORALES	80 ALTHEA ST PROVIDENCE RI 02907
ROBERT J. RECTOR & HOJEONG J. RECTOR	165 POWER ST PROVIDENCE RI 02906
SEHATI HOLDINGS, LLC	308 MANTON AVE PROVIDENCE RI 02909
TMC KEYWEST, LLC	865 EDDY ST PROVIDENCE RI 02905
VISION REALTY GROUP, LLC	139 MESSER ST PROVIDENCE RI 02909
ALBA LEIVA	89 WHITTIER AVE PROVIDENCE RI 02909
AMANDA WEINBERGER	476 SMITH ST PROVIDENCE RI 02908
AMY L & ROGER G GRAVEL	33 FLORENCE ST NORTH SMITHFIELD RI 02896
ANNA ZUERNER	413 FIELD HILL RD SCITUATE RI 02857
ANTONETTE MORAN	20 WILSON ST BRISTOL RI 02809
AXEL RODRIGUEZ	11 ROSEDALE ST PROVIDENCE RI 02909
BERTHA L DUARTE	610 PINE ST CENTRAL FALLS RI 02863
CARLOS NUNEZ	465 WEEDEN ST PAWTUCKET RI 02860
CHRYSAL RIVERA	57 GARDEN ST PAWTUCKET RI 02860
DAVIAN SANCHEZ	53 WESLEYAN AVE PROVIDENCE RI 02907
DAVID NOVSAM	20 ANTHONY AVE PAWTUCKET RI 02860
EDGAR E. PORTILLO	31 JOSLIN ST PROVIDENCE RI 02909
EDMILSON A GARCIA	150 NORTH BEND ST PAWTUCKET RI 02860
ELADIO DE LEON	105 CHAPIN AVE PROVIDENCE RI 02909
ELMANO & CLARISE PEREIRA	137 CROSS ST CENTRAL FALLS RI 02863
ELVIS J. RODRIGUEZ	63 MOORE ST PROVIDENCE RI 02907
ENG SOUN	96 CHAPIN AVE PROVIDENCE RI 02907



Properties with 2nd Lead Notice of Violation

Owner or Organization Name

Street Number

Street Name

City/Town

Clear Search
Back to Menu

Owner or Organization Name	Address of Property with 2nd Notice of Violation
ENG SOUN	96 CHAPIN AVE PROVIDENCE RI 02909
ERIC PEREZ	31 HARLAM ST PROVIDENCE RI 02909
FAITH SYKES	23 HANOVER ST PROVIDENCE RI 02909
FATIMA C. ARAUJO	1127 CHALKSTONE AVE PROVIDENCE RI 02908
FELIX GONELL	72 LENOX AVE PROVIDENCE RI 02907
FELIX GONELL	74 LENOX AVE PROVIDENCE RI 02907
FRANCIS ROLAND	71 LINWOOD AVE PROVIDENCE RI 02909
FRANCIS ROLDAN	71 LINWOOD AVE PROVIDENCE RI 02909
FRANCIS ROLDEN	71 LINWOOD AVE PROVIDENCE RI 02909
FRANCISCO J. RAMIREZ	201 SISSON ST PAWTUCKET RI 02860
FRANCISCO PIRES	87 LINCOLN AVE CENTRAL FALLS RI 02863
FRANCISCO REMIGIO	118 HOUSTON ST PROVIDENCE RI 02905
HENRY RAMIREZ	475 PUBLIC ST PROVIDENCE RI 02907
IDI NIYONKURU	1884 SMITH ST NORTH PROVIDENCE RI 02911
JEAN MURAT RENFORT	634 COTTAGE ST PAWTUCKET RI 02861
JESSICA BROWN	191 TRANSIT ST PROVIDENCE RI 02906
JOSE ORTIZ JR.	427 FRONT ST WOONSOCKET RI 02895
JOSEPH NATALE	16 PROSPECT ST CRANSTON RI 02920
JUAN FRANCISCO	49 PETTEYS AVE PROVIDENCE RI 02909
KATHLEEN DECOSTA	12 BULL ST NEWPORT RI 02840
MADUENO BARROS	36 HIGHLAND ST PAWTUCKET RI 02860
MAGLOIRE SAINTERLIEN	174 LINWOOD AVE PROVIDENCE RI 02907
MANUEL FONSECA	15 EVALEEN ST CENTRAL FALLS RI 02863

MARGO MEO	22 PEACH AVE PROVIDENCE RI 02906
MELISSA R. HERRERA	90 LAUREL HILL AVE PROVIDENCE RI 02909
MICHAEL BAUM	129 KNIGHT ST PROVIDENCE RI 02909
MICHELLE KOLLETT	3 CAPITOL PROVIDENCE RI 02908
MONNIE CLARK	12 MARLBOROUGH ST PROVIDENCE RI 02907
NELINTON SALAZAR	14 COURTLAND ST PROVIDENCE RI 02909
NORMAN ESCOBAR	179 ORMS ST PROVIDENCE RI 02908
ODETE BARROS	64 FARRAGUT AVE PROVIDENCE RI 02905
PAMELA CARROLL	2 TOBEY ST PROVIDENCE RI 02909
PHILIP FERRARA	666 BROAD ST PROVIDENCE RI 02907
RAQUEL HERNANDEZ	3 HAMMOND ST PROVIDENCE RI 02907
RICHARD JONES	481 CHARLES ST PROVIDENCE RI 02904
SARAH BROWN	44 SARGENT AVE PROVIDENCE RI 02906
VICENTE GIRON	140 HUDSON ST PROVIDENCE RI 02909
WESLINGTON MORALES GARCIA	443 POTTERS AVE PROVIDENCE RI 02907
YINETTE JIMENEZ	266 GREENVILLE AVE JOHNSTON RI 02919

Furthermore, in your letter of August 22, 2023, you cite the twenty-five (25) year old case of Pine v. Kajian, 723 A.2d 804 (R.I. 1998) as an example of a case where a preliminary injunction was granted in a case involving lead paint. In that case, the RI Supreme Court upheld a preliminary injunction against a landlord when the subject premises was the source of lead poisoning to at least one child under the age of six and the defendant/landlord was ordered by the Dept. of Health to abate the presence of lead hazards and knowingly or deliberately refused to do so after multiple notices of violations. Clearly, the facts present in Pine are completely missing in this case as my client does not have any pending notices of violations and has not been ordered by the Dept. of Health to remediate any lead hazards.

Finally, in your letter of August 31, 2023, you claim that “We have reason to believe” that CLC’s may have been obtained improperly. That is not a basis for an accusation or the necessity of a response. If you have any evidence to support your assertion, please provide so my client and I can evaluate and respond accordingly. Any motion or papers filed with the court that fail to state specific facts and allege noncompliance by my client will be considered as further reckless defamation of my client.

Thank you for your attention to this matter.

Very truly yours,



John A. Caletri

cc: Kenneth Kando, Esq., (via email: kenkandolaw@gmail.com)

Riley OBrien

From: Keith Hoffmann <KHoffmann@riag.ri.gov>
Sent: Tuesday, September 5, 2023 2:52 PM
To: Williams, Ebony; Riley OBrien
Cc: Caletri, John A.; kenkandolaw@gmail.com
Subject: RE: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka // C.A. No.: PC-2023-02652 // Our File No.: BSH-4210

John,

The premise of your letter is that your client is not a Lead Renovation Firm. But please see: [Find Environmental Lead Licensees: Department of Health \(ri.gov\)](#); search "Pioneer."

I tried to reach you by phone to understand this issue so that we can get on the same page. This is a basic fact, along with the reporting and retention obligations of LRFs, and lead hazard control responsibilities of pre-1978 rental property owners. Please advise as to this discrepancy as soon as you are able.

Keith

From: Williams, Ebony <EWilliams@boyleshaughnessy.com>
Sent: Tuesday, September 5, 2023 1:12 PM
To: Keith Hoffmann <KHoffmann@riag.ri.gov>; Riley OBrien <ROBrien@riag.ri.gov>
Cc: Caletri, John A. <JCaletri@boyleshaughnessy.com>; kenkandolaw@gmail.com
Subject: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka // C.A. No.: PC-2023-02652 // Our File No.: BSH-4210

[External email: Use caution with links and attachments]

Dear Attorney Hoffman:

Please see the attached correspondence hereto for your review with respect to the above-referenced matter.

Thank you for your attention to this matter.

Ebony R. Williams, Legal Assistant/Paralegal

BOYLE | SHAUGHNESSY LAW PC

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Massachusetts - Connecticut - New Hampshire - Rhode Island - Maine - Vermont - New York

 **BOYLE | SHAUGHNESSY LAW**



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www.boyleshaughnessy.com

SCOTT M. CARROLL
scarroll@boyleshaughnessy.com

JOHN A. CALETRI
jcaletri@boyleshaughnessy.com

September 6, 2023

VIA E-MAIL: khoffmann@riagg.gov; robrien@riagg.gov

Keith Hoffmann, Esq.
Riley O'Brien, Esq.
Office of the Attorney General
150 South Main Street
Providence, RI 02903

RE: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka
C.A. No.: PC-2023-02652
Our File No.: BSH-4210

Dear Attorney Hoffmann:

I spoke to my client concerning Pioneer Investments being listed as Lead Renovation Firm on the Dept. of Health website. Please be advised that my client underwent some training over four years ago and did not even realize that he had a license. Neither he nor Pioneer Investments has ever engaged in any lead remediation work either on his properties or for that matter anyone else's properties.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'JAC', written in a cursive style.

John A. Caletri

cc: Kenneth Kando, Esq., (via email: kenkandolaw@gmail.com)

Case Number: PG-2023-02652
Filed in Providence/Bristol County Superior Court
Submitted: 10/28/2022 11:28 AM
Envelope: 4278660
Reviewer: Patricia B.
From: Anurag Sureka <sureka_anurag@yahoo.com>
Sent: Tuesday, November 1, 2022 11:27 PM
To: Shirley (RIDOH) <Shirley.Rodriguez@health.ri.gov>
Subject: [EXTERNAL] : 14 South St Pawtucket, RI 02860

Hi Shirley,

It appears there is a misunderstanding. Pioneer is (LRF) License# LRFO2032 and we took necessary steps to clear the violation. Unfortunately, in our clearance inspection on 10/24 it was raining heavily, and you could not take samples inside/outside.

To account for any further unforeseen (weather, holidays etc.) and scheduling delays, we request extension of time until 12/31/2022. However, we are expecting to have it cleared sooner since we have scheduled re-inspection in Nov.

We also request that second notice of violation to be removed immediately as it was purely a communication/misunderstanding error of not knowing that Pioneer is involved in correcting the violations who is LRF plus all communications of scheduling and inspections and good faith efforts were made to clear the inspection timely before the expiration of first notice of violation.

Regards,

Anurag

On Tuesday, November 1, 2022 at 11:09:56 AM EDT, Rodriguez, Shirley (RIDOH) <shirley.rodriquez@health.ri.gov> wrote:

Good morning Anurag,

Yes, unfortunately the notices cannot stop unless you have contracted with a lead contractor in order to approve an extension.

Hope this helps,

Shirley M. Rodriguez

Senior Industrial Hygienist
Center for Healthy Homes & Environment
Division of Environmental Health
Rhode Island Department of Health
3 Capitol Hill, Room 206
Providence, RI, 02908
(ph) 401-222-7744
(fax) 401-222-2456 / 7759
Shirley.rodriquez@health.ri.gov
www.health.ri.gov [linkprotect.cudasvc.com]

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www.boyleshaughnessy.com

SCOTT M. CARROLL
scarroll@boyleshaughnessy.com

JOHN A. CALETRI
jcaletri@boyleshaughnessy.com

September 8, 2023

VIA E-MAIL: khoffmann@riagg.gov; robrien@riagg.gov

Keith Hoffmann, Esq.
Riley O'Brien, Esq.
Office of the Attorney General
150 South Main Street
Providence, RI 02903


RE: State of Rhode Island et al., v. Pioneer Investments, L.L.C. and Anurag Sureka
C.A. No.: PC-2023-02652
Our File No.: BSH-4210

Dear Attorney Hoffmann:

I am in receipt of your email of 9-6-23 wherein you attached an email exchange between the RIDOH and my client. Please be advised my client ultimately hired a third party remediation company to perform the lead remediation on the subject properties. While I can somewhat understand how the email can be misinterpreted, I cannot understand why you failed to enclose further emails with the RIDOH that clearly establish that my client retained A Team Contracting LLC to perform lead remediation at the subject properties and that the RIDOH was fully aware of this fact. I've attached an email from 11-10-22 below in which my client provided a copy of the A Team Contracting contract to the RIDOH and requested an extension to obtain the lead certificates.

6 Fletcher St, Central Falls, RI 02863 & 14 South St, Pawtucket, RI 02860

Yahoo/Sent ☆

 **Anurag Sureka** <sureka_anurag@yahoo.com>
To: Rodriguez, Shirley (RIDOH)

  Thu, Nov 10, 2022 at 2:10 PM ☆

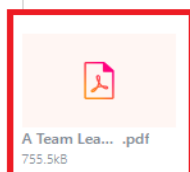
Good afternoon, Shirley,

Mike & Frank had mentioned they are already in touch **Please see the execute contract**

They going to start working on as per there schedule but with upcoming holidays & cold weather conditions, we would like to get 120 day extension on both properties. I am sure we will be able to do sooner and get it done but just want to give us enough time.

6 Fletcher St, Central Falls, RI 02863 & 14 South St, Pawtucket, RI 02860


Thanks
Anurag



The RIDOH approved the extension. See email of 11-21-22 below.

RE: [EXTERNAL] : 6 Fletcher St, Central Falls, RI 02863 & 14 South St, Pawtucket, RI 02860

Yahoo/Inbox ☆

 **Rodriguez, Shirley (RIDOH)** <shirley.rodriquez@health.ri.gov>
To: Anurag Sureka

  Mon, Nov 21, 2022 at 1:30 PM ☆

Hello,

Attached is a copy of the **extension approval** for both properties listed above.

The official letter is being mailed 1st class & certified.

Please contact me if you have any questions.

Thank you,

Shirley M. Rodriguez

Senior Industrial Hygienist

RI Department of Health | Division of Environmental Health | Center for Healthy Homes and Environment

Email: shirley.rodriquez@health.ri.gov | Website: www.health.ri.gov

Three Capitol Hill, Providence RI 02908, Room 206


Phone: (401) 222-7744 | Fax: (401) 222-2456 / 7759





Additionally, the RIDOH provided lead certificates for the subject properties and closed the case on 12-12-22 per the email below.

RE: [EXTERNAL] : 6 Fletcher Street, Apt 2, CF / 14 South Street, Apt 3 Pawt

Yahoo/Inbox ☆

 **Rodriguez, Shirley (RIDOH)** <shirley.rodriquez@health.ri.gov>
To: Anurag Sureka

  Mon, Dec 12, 2022 at 12:30 PM ☆

Hi Anurag,

Attached are the **certificates** and letters closing the cases for both properties listed above.

Please contact me if you require additional documentation.

Thank you,

Shirley M. Rodriguez

Senior Industrial Hygienist

Center for Healthy Homes & Environmen

Division of Environmental Health

Rhode Island Department of Health

3 Capitol Hill, Room 206

Providence, RI, 02908

(ph) 401-222-7744

(fax) 401-222-2456 / 7759

Shirley.rodriquez@health.ri.gov

www.health.ri.gov

As you can clearly see from the above emails with RIDOH, the RIDOH was fully apprised of the fact that A Team Contracting performed the lead remediation at the subject properties, granted an extension to obtain lead certificates, and ultimately closed the matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'JAC', with a stylized flourish extending from the end.

John A. Caletri

cc: Kenneth Kando, Esq., (via email: kenkandolaw@gmail.com)

AFFIDAVIT OF MARY VERRILL

I, Mary Verrill, having been duly sworn, upon oath, do hereby depose and state as follows:

1. My name is Mary Verrill.
2. I was born April 3, 1992.
3. I currently reside at 89 Pond St, 2nd Floor, West Warwick, RI.
4. I live at this apartment with my husband Garth, our two children, and my sister. Our children's birthdays are January 4, 2022 and August 28, 2016.
5. My landlord is Pioneer Investments, LLC ("Pioneer").
6. Upon information and belief, Sharon Crowther is the property manager for Pioneer; Mike Lopes is a maintenance man who works for Pioneer; and Manav Gupta is Pioneer's accountant.
7. To my knowledge, neither Pioneer nor Mr. Sureka, Mr. Lopes, Ms. Crowther, or Mr. Gupta reside at 87-89 Pond Street.
8. I have resided at 87-89 Pond Street since September 2014, though I lived on the 3rd floor until 2019. In 2019, I moved to the second floor.
9. Throughout my tenancy with Pioneer, I have discovered numerous issues with my unit and the building in general, that Pioneer has failed to fully address in a timely manner, or, in some instances, to address them at all.
10. Pests
 - a. Shortly before Pioneer took ownership of the property, I noticed that there were a few mice living in the building. Once Pioneer became my landlord, I noticed that the rodent issue became much worse. In or around June 2021, the mice issue became so severe that I contacted the Town of West Warwick and reported it to Charles Davey, a West Warwick code official. Shortly thereafter, Mike Lopes and Anurag Sureka were notified of the rodent issue again. Exs. A and B.
 - b. Throughout my time as a Pioneer tenant, they have laid poisonous pellets in my home and placed traps in limited areas of my home. Those pellets are especially dangerous because I have a small child and a dog who I believe could be seriously harmed if they ingest these pellets. To date, the mice continue to be an ongoing problem. As a result of the attempt at extermination, I have had to purchase my own pest control supplies to address the issue including traps, steel wool, and expanding foam to stop rodents from getting in.
 - c. The rodent issue has led to dead mice decaying in my ceiling. I knew they were decaying because I could smell them in my unit. My husband reported the decaying rodents to Pioneer in or around summer of 2021, but no one has ever come to remove the dead rodents or address the smell.
 - d. My expenses associated with pest extermination were never reimbursed, and we never received any rent credit from Pioneer.
11. Maintenance and Upkeep
 - a. Upon information and belief, Pioneer purchased the house in or around April 2021. Ex. C.

- b. Around that time, a fire occurred on the exterior of the house, burning the entire street-facing side of the structure.
- c. Although they assumed ownership of the house after the fire, Pioneer did not hire a contractor to repair the siding of the house for over 6 months, so the insulation on the house was exposed and there was damaged or non-existent siding throughout that time. Ex. D. I was not offered another accommodation during that time, nor did Pioneer reduce my rent in any way.
- d. When Pioneer did eventually hire a contractor to repair the home, Pioneer did not rehouse us elsewhere while the renovations were being done. Over 2-3 weeks, when renovations were happening, the contractors haphazardly placed panels, tools, and nails on the ground. My husband, myself, our child, and our dog had to walk carefully to avoid stepping on nails and other construction supplies every time we left the house or came home. This was particularly stressful because I was pregnant at the time and just wanted to have a healthy pregnancy.
- e. In or around summer 2022, my husband and I submitted a maintenance request to Pioneer requesting that they cut the grass outside of the house, and even offered to do it ourselves. We were told that someone would come by to do it, but no one did for weeks. Eventually, one of our neighbors complained to the town code enforcement about the tall grass surrounding the property. At the time of the complaint, Pioneer had failed to cut the grass such that it appeared to be over seven (7) feet tall. I believe the town forced them to trim the grass, which they did once but failed to maintain.
- f. I asked Pioneer to perform snow removal, and they told me that they would take care of it. However, they continuously fail to do so, and tenants have taken to doing snow removal and lawn maintenance ourselves because Pioneer continuously fails to perform those services.
- g. The exterior railing in the front of the house is poorly maintained, with chipping and peeling paint on many portions of it, and very wide spacing between the posts. This is concerning to me because my kids often play on the porch or on the ground near the railing. Ex. E.

12. Lead

- a. Because both of my children have grown up in this older house, I have been concerned about lead.
- b. To my knowledge, my home did not have a lead certificate prior to summer 2023.
- c. On or around July 2023, I received a text message from Pioneer saying that a lead inspector was coming by the apartment within the next 24 hours. The text said that if no one was home, they would use their own key. Ex. F.
- d. Around 3 pm the next day, three people from Pioneer came to my apartment: two maintenance men named John and Jay, and one other man whose name I don't know.
- e. At the time they came by, my windows had chipping and peeling paint.
- f. The Pioneer team went to approximately 8 of my windows – all of which are about 4' x 2' – and painted directly over the chipping paint on the windows and

the sills. At no point did I observe any of these men perform a lead test before painting the window. Mr. Sureka was not with the painters.

- g. Once they were done painting, they left.
- h. Less than an hour later, a male lead inspector came to the apartment with Mr. Sureka to perform an inspection. I observed him perform an at-home lead test on what seemed to be still-wet paint on one window. He did not cut into the paint on the window in order to test layered paint.
- i. I am unaware of the results of the lead inspection.
- j. Through my tenancy as a Pioneer tenant, I have never received, was not shown, and did not sign any paperwork regarding lead-safe work practices, such as the Renovate Right pamphlet.

13. Water

- a. The basement of the building consistently floods when it rains, or when a pipe bursts. The pipes have burst about 4 times since Pioneer assumed ownership.
- b. My husband and I believe that water consistently leaks from the 3rd floor unit into the ceiling of our daughter's bedroom, parts of the kitchen, and parts of the living room. The water stains the ceiling's drop panels, making them turn brown and discolored. Exs. G & H.
- c. At first, we reported the water damage to Pioneer, but they ignored the requests. My husband and I have taken to replacing the drop ceilings ourselves. We can only on it getting done if we do it ourselves.
- d. Sometime in or around 2021 and 2022, the maintenance team responded to a bathroom issue in the 3rd floor unit. While they were working, water began gushing into my daughter's room, damaging her first-year books and some of my shoes. All told, this was a few hundred dollars in shoes, and invaluable sentimental personal items. Pioneer did not reimburse us for this damaged property.
- e. Some of my personal property has also been water damaged by leaking water.
- f. My expenses associated water damage were never reimbursed, and we never received any rent credit from Pioneer.

14. Health

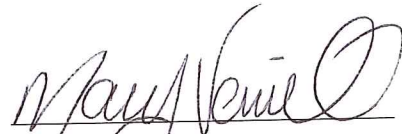
- a. Since Pioneer took over, the problems I have experienced as a tenant have caused me to lose weight and battle persistent anxiety.

15. Decision to Stay

- a. I have lived in the apartment since Pioneer took over the property. I like the apartment location, and it large enough for my family's needs. My oldest child is in an individual education plan (IEP) program and moving would take her out of it, force us to start at the beginning in a new school, and negatively impact her education.

16. I have collected photographs, emails, documents, and other evidence and attest to its authenticity; these materials are attached to this affidavit and initialed by me.

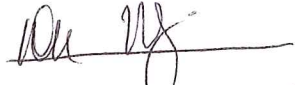
By signing below, I, Mary Verrill, swear under penalty of perjury that the above statements are true to the best of my information, knowledge, and belief.



Mary Verrill

Signed and sworn to me on this 6th day of September, 2023.

Dana Diaz
Notary Public State of Rhode Island
Commission #770353



Commission Number 770353
expires 4/13/2027

EXHIBIT A

MV-9.16.23

----- Forwarded message -----

From: Charles Dawey <cdawey@westwarwickri.org>
Date: Wed, Jun 23, 2021, 12:58 PM
Subject: 87/89 Pond St.
To: Michael Lujes <lujeskc@yahoo.com>; Anurag Surcha <surcha_anurag@yahoo.com>

Gentlemen,

I have received complaints from two tenants at 87 and 89 Pond St. regarding a mouse infestation. I understand that you have recently purchased this property and inherited this problem. Nonetheless, it's your responsibility now. Before I do an inspection and start the whole violation process, do you have plans to have an exterminator take care of the mice or, if not, can you do that ASAP? As usual, my goal isn't to try to squeeze fines out of your company, I only want your tenants to have a safe place to live.

Chuck

Charles Dawey
Minimum Housing Inspector
Town of West Warwick
Building/Zoning & Minimum Housing Department
1170 Main Street
West Warwick, RI 02893
401-822-9222
Fax: 401-822-9252

EXHIBIT B

----- Forwarded message -----

From: Mary Verrill <marylmhedwood@gmail.com>

Date: Fri, Jun 25, 2021, 7:04 AM

Subject: 89 Pond St.

To: cdavey@westwarwickri.org <cdavey@westwarwickri.org>

Hi Chuck.

Thank you so much for reaching out about the mice. I was never able to reply back to you in regards to your email to both landlord and Mike Lopes. There is currently no one in the 87 apartment. My cousin with severe asthma lives above me in 91 and my family is in 89. I hope you can light a fire and get this ball rolling. My sister is no longer even sleeping in her room. She has to sleep on my couch because she saw a mouse on her bed. That is completely unacceptable and outrageously disgusting. I have had enough. December 2020 is when all this started. This no right. Thanks again!

MV-9.6.23

EXHIBIT C

West Warwick, RI

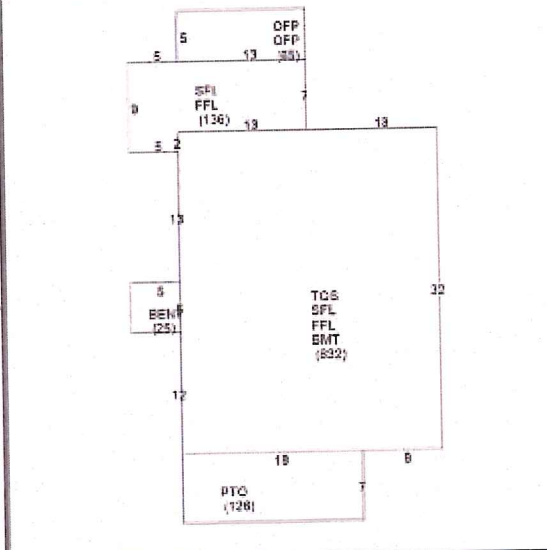
Disclaimer: This information is for tax assessing purposes and is not warranted

Parcel Identification		Assessment	
Map/Lot	006-0628-0-000	Land	\$47,900
Account	2143	Building	\$154,000
State Code	30 - Three Family	Card Total	\$201,900
Card	1/1	Parcel Total	\$201,900
User Account	18-1918-35		



Prior Assessments				
Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2022	\$47,900	\$150,100	\$3,900	\$201,900
2021	\$38,400	\$156,200	\$3,900	\$198,500
2020	\$38,400	\$156,200	\$3,900	\$198,500
2019	\$38,400	\$156,200	\$3,900	\$198,500
2018	\$37,000	\$99,200	\$3,900	\$140,100

Location and Owner	
Location	87 POND STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET SUITE 700
Address2	
Address3	PROVIDENCE RI 02903



Building Information	
Design	3 Family
Year Built	1900
Heat	Hot Water
Fireplaces	0
Rooms	13
Bedrooms	7
Bathrooms	3 Full Bath
Above Grade Living Area	2,580 SF

Building Sub Areas	
Sub Area	Net Area
1st Floor	968 SF
2nd Floor	968 SF
3/4 Story	624 SF
Basement	632 SF
Basement Entry	25 SF
Open Porch	130 SF
Patio	120 SF

Sale Information			
Sale Date	Sale Price	Legal Reference	Instrument
04/14/2021	\$217,000	2486-2418	Warranty
10/15/2010	\$175,000	2080-111	Warranty
06/02/2009	\$80,000	2009-311	Warranty
04/20/2009	\$123,500	2009-311	Foreclosure
04/28/2004	\$0	1998-75	Quit Claim
01/30/2003	\$188,000	1208-154-155	
06/09/1997	\$0	603-244	
02/06/1997	\$0	676-70	

Land Information

EXHIBIT D



EXHIBIT E

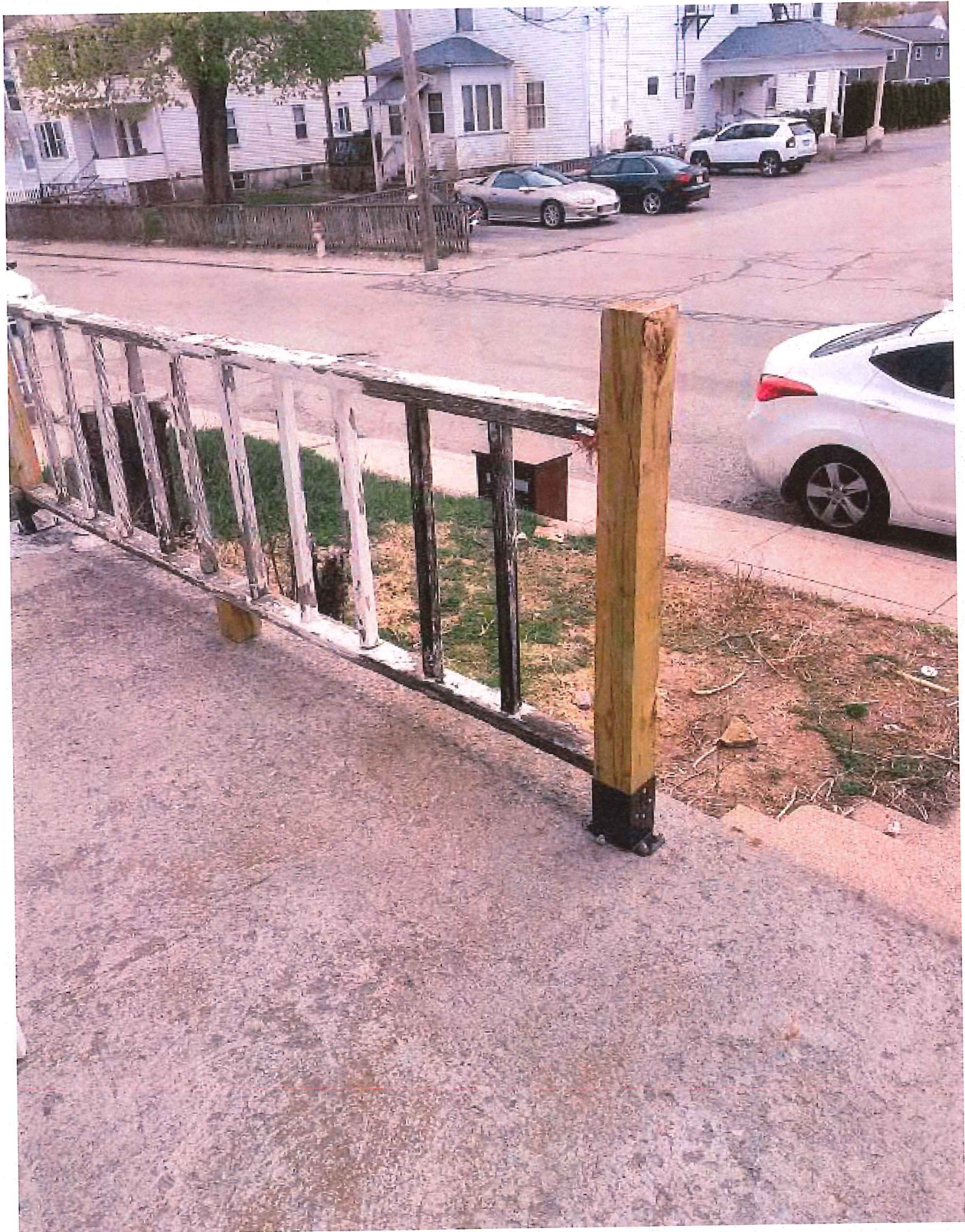
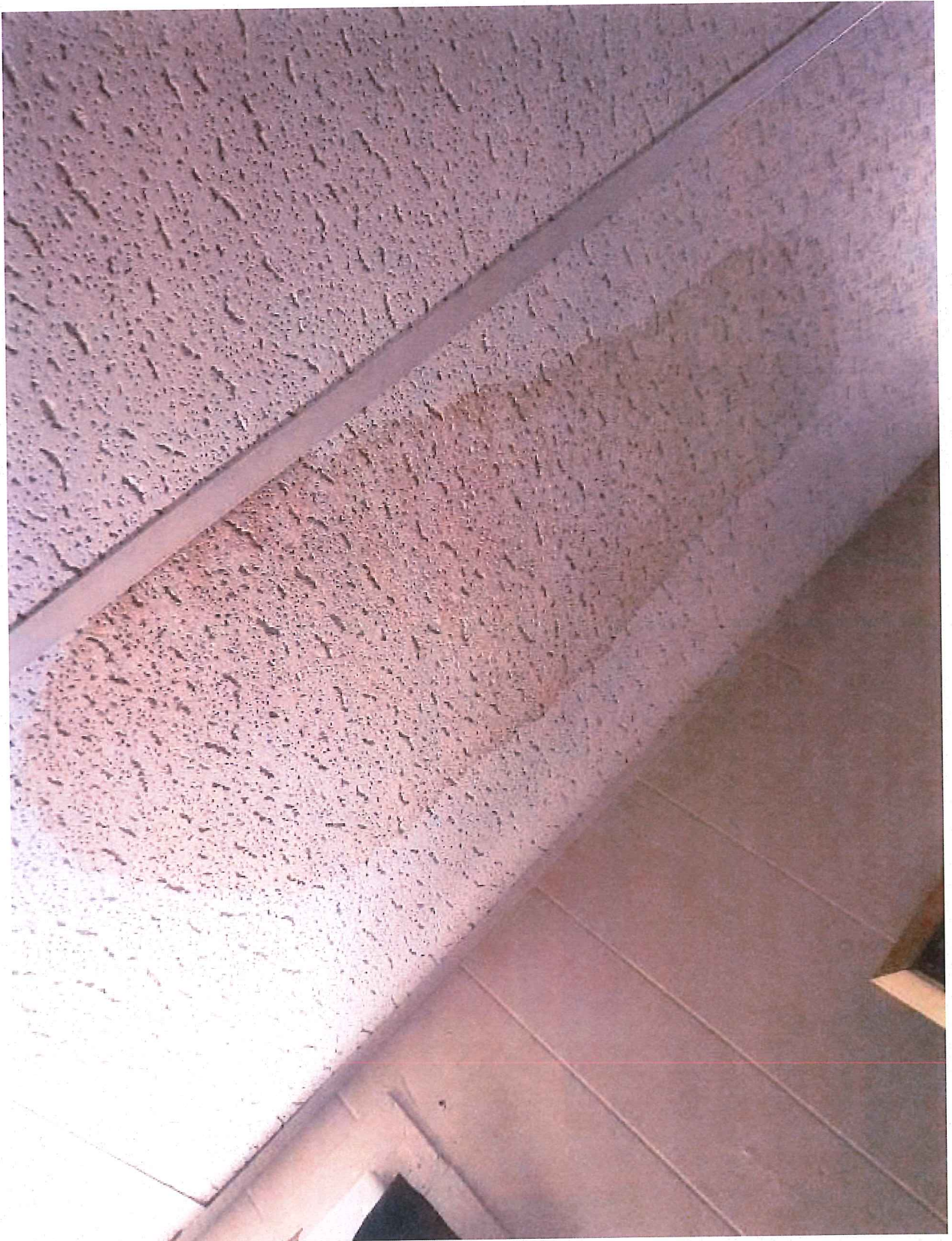


EXHIBIT F



EXHIBIT G



AFFIDAVIT OF VERONICA FERREIRA

I, Veronia Ferreira, having been duly sworn, upon oath, do hereby depose and state as follows:

1. My name is Veronica Ferreira.
2. I was born August 5, 1996.
3. I am a former tenant of Pioneer Investments, LLC (“Pioneer”) having resided at 149 Park Ave, #2, Woonsocket, RI.
4. I was a tenant at this unit from August 2022 until my lease expired at the end of August 2023. I lived in this apartment with my husband Matt Ferreira.
5. During my time as a Pioneer tenant, I experienced various issues, including maintenance issues that Pioneer failed to fully address in a timely manner, if at all:
 - a. Lead
 - i. Our downstairs neighbor moved out around the end of January 2023, and Pioneer arranged for a lead inspection sometime in February. We were told an inspector was coming with one days’ notice and then no one would come. This happened about four times. Exs. A & B.
 - ii. After about a month of being notified of an upcoming lead inspection in my unit, it finally occurred in late February 2023. When the presumed inspectors came in, I did not observe them do any dust wipes. Because lead tests leave a dark discoloration on the tested surface, I went to look at the spots which were tested and eventually clean them. It did not appear that the inspectors had cut into the wall or windows to get to deeper paint layers, but rather tested only the surface layer of paint.
 - iii. Throughout the house, there was chipping and peeling paint on the windows and walls. The inspectors did not test these areas, and it did not seem that they were doing a due-diligence search for lead, just looking for areas they could easily swab.
 - iv. Over six months later, in fact after I had terminated my tenancy and moved out, Pioneer sent me the Certificate of Lead Conformance that I assume was issued after this inspection. The date of inspection listed on the certificate was 2/28/23, and I received it on or around September 12, 2023. Ex. C.
 - v. At some point in February 2023, I was leaving the building through the house’s front door and observed the first-floor unit with the door open. I briefly looked in while I was passing by and saw two people painting inside. There was nothing outside of the unit to indicate that work was being done inside of the unit, blocking off access, or even indicating that the painters worked for Pioneer. There was no plastic sheet up around the door, and they appeared to have painted the entire living room.
 - b. Utilities
 - i. Heat

1. On or around December 5, 2022 we lost heat in our apartment. We did not get it back until December 8, 2022, so we went about four days without heat in December.
 2. On December 5, I texted a groupchat with every phone number from every groupchat I had with Pioneer agents, including Mr. Sureka and Ms. Crowther, about the heat, telling them there was a gas leak and that all of the gas needed to be turned off. We also submitted maintenance requests to cover our bases. Exs. D & E. Later that day, I told them that the company that Pioneer had come out, Gas Doctor, had left and that I'd called Woonsocket code enforcement to have it inspected before Code okay-ed it, which I understood to be a prerequisite to National Grid turning the gas back on.
 3. The person at Gas Doctor told me that they would not release the permit saying the work was done and ready for inspection by code enforcement until Pioneer paid their past-due balance with Gas Doctor. I told Pioneer what Gas Doctor had said and was told by Mr. Sureka that it was all set. Ex. F. So, I called National Grid and had them come out to turn the gas back on. National Grid told me, and I informed Pioneer in turn, that the gas leak was repaired, but the boiler was still not safe to use and had to be serviced. *Id.* In effect, I still did not have heat, though we now had hot water. It took until the next day, the fourth day without heat, to have the heat working again. Ex. G.
 4. We were never offered alternative housing while we were without heat, and we were not offered nor received any discount on rent for the lack of heat.
- ii. Electricity
1. Throughout our tenancy, we had electrical issues. Our fuse kept blowing, and our electricity was connected to our downstairs neighbor's electrical meter. For a time, we worried that when the downstairs neighbor moved out, our own electricity would be shut off. We notified Pioneer of this issue through the portal. Ex. H. We notified them again via text after we received no response. Ex. I.
 2. Further, the wiring appeared to my husband, who is an electrician, to be a safety hazard. He informed Pioneer of this through submission of a maintenance request. *Id.*
 3. Months later, someone came out to address the hazards.
 4. During renovations occurring in the bathroom in July 2023, a worker stopped working in my bathroom because he had been called to another site. When he left, he left a live electrical wire hanging down, face-height, from the bathroom ceiling. Ex. J. The wires attached to the light switch were also exposed. Ex. K.

5. I called Mr. Sureka to tell him that the worker left a live wire hanging in my bathroom. Very shortly after I called Mr. Sureka, the worker called me and vehemently assured me, multiple times, that the wire was not live. By this point my husband Matt had returned home and, as an electrician, tested the wire and found that it actually was live. Ex. L.
6. Within a few hours, the worker came back and put the wire back in the ceiling; however, because the ceiling was exposed from the renovation, I could still stand up and touch it if I wanted to, or it could have fallen down because it was not secured.

c. Water Leaks

i. First Bathroom Renovation

1. In or around September 2022, we noticed that there was a leak coming into our bathroom ceiling. I reported this via the portal and by text on or around September 19, 2022. Exs. M & N.
2. Within around 48 hours, a Pioneer agent had come to view the leak. I believe they patched the job because after he left, the water stopped leaking.
3. Once again in December 2022, we noticed the bathroom ceiling leaking again. We told Pioneer promptly, and within about two days they responded and appeared to do another a patch job.
4. Because I work from home, when they were working in the bathroom, I would need to ask them to stop their work and step out while I used the bathroom. Once they stepped out, I had to step around their tools, through the dust they created, and under an exposed ceiling when I needed to use the bathroom. I lived and worked around what was functionally a construction zone. Ex. O.
5. At no point did I observe any of the workers perform a lead test on any surface in the bathroom, and at no time was I given any documentation about potential lead hazards, nor did I sign any documentation, such as the Renovate Right pamphlet.

ii. Second Bedroom Renovation

1. On or around June 13, 2023, I reported a leak in the ceiling of our bedroom to Pioneer via phone call to Mr. Sureka. Pioneer handled this by seemingly turning off water to the third floor, which was unoccupied at the time. When maintenance was there, I informed them of numerous leaks around the apartment including in the bathroom, bedroom, and dining room.
2. On or around June 19, 2023, maintenance came to fix the ceiling in the bedroom, which involved cutting out a section of the ceiling. By the next day the ceiling had been replaced, in what appeared to be a cosmetic fix. However, I still wasn't able to use that bedroom because the workers had left construction debris, tools, trash in the

bedroom. Ex. P. There was nothing done to clean it or otherwise make it accessible in a meaningful way.

iii. Second Bathroom Leak

1. On or around June 27, 2023 the bathroom ceiling began to leak, and Pioneer had to demo the ceiling to trace the leak, which ended up including the ceiling in the bedroom (again) as well. Pioneer completely tore out the ceiling, leaving a mountain of debris over the floor and the space between the ceiling and the floor of the upstairs unit exposed. Ex. Q.
2. The leak also caused extensive damage to my property located within the room, including my mattress, sheets, and pillows. I spoke to Mr. Sureka about the damage and asked that he buy us a new bed. He said he would pay for it, but not to “go crazy,” which I interpreted as a request not to buy something outrageously expensive. After replacing everything – the bed, the sheets, the pillows - the total came to about \$818. I put in a maintenance request direction to Mr. Sureka to this effect, and when I talked to Mr. Sureka about it, he was clearly upset about the cost. Ex. R. Although I wanted a direct reimbursement, after substantial pushback, he ultimately agreed that he would credit \$600 to my rent. Ex. S. Despite the fact that this was less than I’d spend to replace the damaged personal items, I was worried that if I paid less than the agreed-upon rent each month, Pioneer would try to evict us, even though it would have been arranged with Mr. Sureka. I was also worried that if I insisted on a cash payment, I would never get it. After consideration, I decided to accept the \$600 rent credit, rather than seek direct reimbursement for the entire amount. Ex. T.

d. Washer/Dryer

- i. We found our apartment on an online listing site such as Zillow. When we were apartment hunting, we took into consideration the amenities and utilities that were included when making our decisions about which apartments to tour and ultimately rent.
- ii. Upon information and belief, landlords and property managers provide information to websites like Zillow and Craigslist about amenities and utilities in their units and what utilities, if any, are included in the rent.
- iii. Washer/dryer on-site was a particularly important feature of an apartment to us because our last apartment did not have washer/dryer on-site, and it was a substantial inconvenience. We did not want to have to go too far to do laundry.
- iv. When we found our unit, it was advertised that there was washer/dryer on site. This was very important to us because of the ease of doing laundry on-site. When we moved in, however, we found that while there was a

washer/dryer set present in the basement, it did not work. We reported this via the tenant portal, and about a week later, via text. Ex. U. We were told that because the washer/dryer did not belong to Pioneer, but rather a previous tenant, Pioneer would not have them fixed and that we were more than welcome to buy our own washer/dryer. We spent about \$400 on a washer/dryer set and hooked them up ourselves.

- v. We were never offered nor received a reduction in rent for the washer/dryer.
 - e. Lodging Maintenance Requests
 - i. During our time at 149 Park Ave, we came to view the tenant portal, where we were regularly told to put our maintenance requests, as a place where maintenance requests go to die.
 - ii. Throughout our tenancy, we put in a number of requests into the portal, but it felt like we never received a response there.
 - iii. When we moved in, we were put into a groupchat with a handful of phone numbers we did not know at first, but came to understand included Sharon Crowther and Anurag Sureka. Because no one appeared to check the portal, we ended up texting this groupchat about maintenance issues. Usually, we put a request into the portal and texted the group to make sure our bases were covered, because we worried nothing would happen if we only did one of them.
 - iv. We came to feel that if the requested maintenance was not an emergency (such as a CO2 leak), we were most likely to get no response at all.
 - f. Paying rent
 - i. It felt like every month, a few days after paying rent, we would receive a text in the groupchat accusing us of not paying rent and telling us that if we did not pay promptly, we would be charged \$75 and possibly evicted. Ex. V. In response, we had to respond to that text with evidence we had paid the rent. Usually this was done by texting a photo of the payment confirmation from the portal.
 - g. Miscellaneous
 - i. When we moved in, the basement of the building, where we had to put the washer/dryer, was littered with garbage, presumably from previous tenants. Old boxes, mattresses, old appliances, and even drug paraphernalia, including used Narcan were all over the floor.
 - ii. When it rained, the basement would flood, and the foundation would leak.
 - iii. Our ceiling was made of stucco. Large parts of it were falling down at various points.
6. I have collected photographs, text messages, documents, and other evidence and attest to its authenticity; these materials are attached to this affidavit and initialed by me.



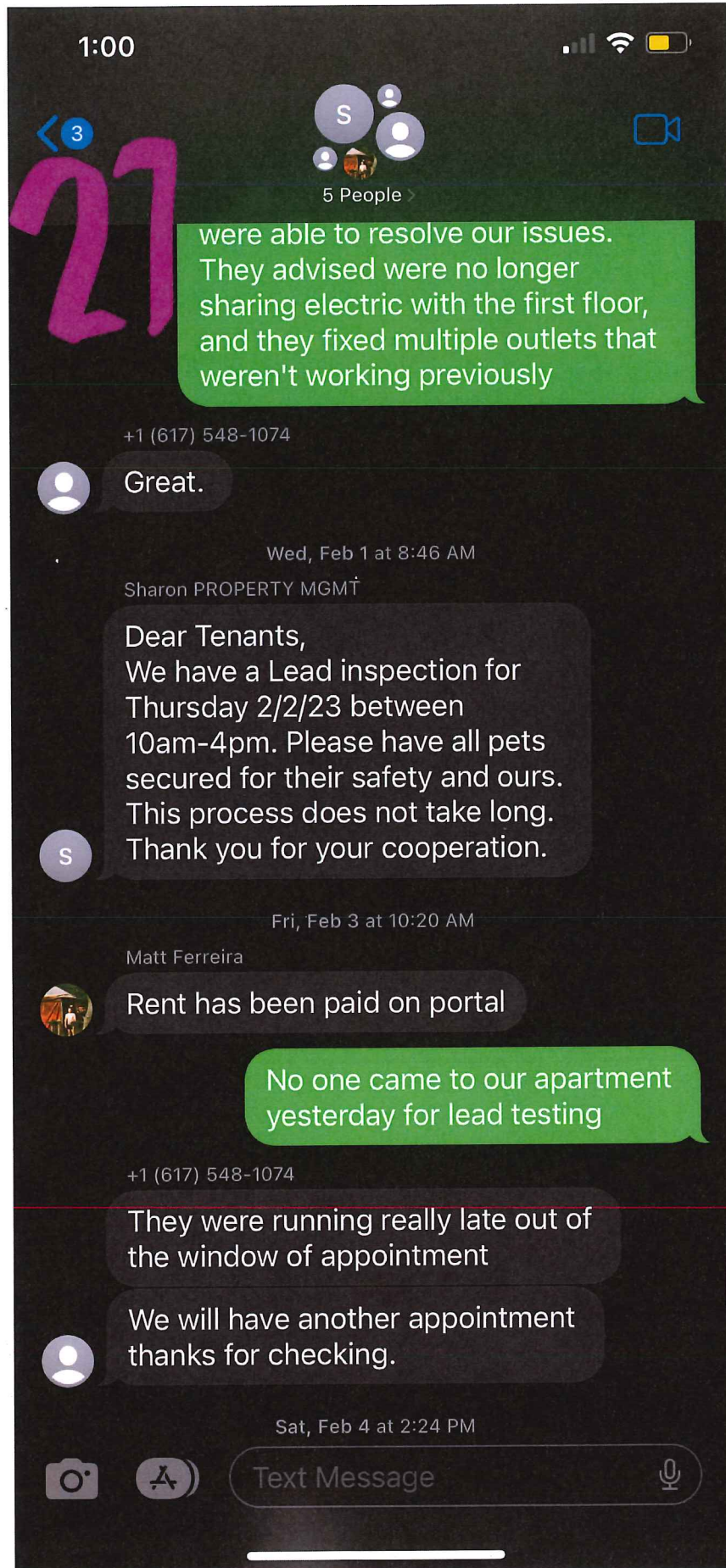
Veronica Ferreira

Signed and sworn to me on this 15th day of September 2023.

ANNE P. PETRARCA
Anne P
COMM. EXPIRES: 2/7/14

ANNE P PETRARCA
Notary Public State of Rhode Island
Commission # 61689

EXHIBIT A



1:00

< 3



5 People >

27

were able to resolve our issues. They advised were no longer sharing electric with the first floor, and they fixed multiple outlets that weren't working previously

+1 (617) 548-1074



Great.

Wed, Feb 1 at 8:46 AM

Sharon PROPERTY MGMT

Dear Tenants,
We have a Lead inspection for Thursday 2/2/23 between 10am-4pm. Please have all pets secured for their safety and ours. This process does not take long. Thank you for your cooperation.



Fri, Feb 3 at 10:20 AM

Matt Ferreira



Rent has been paid on portal

No one came to our apartment yesterday for lead testing

+1 (617) 548-1074

They were running really late out of the window of appointment

We will have another appointment thanks for checking.



Sat, Feb 4 at 2:24 PM



Text Message



2/9/15/23

EXHIBIT B

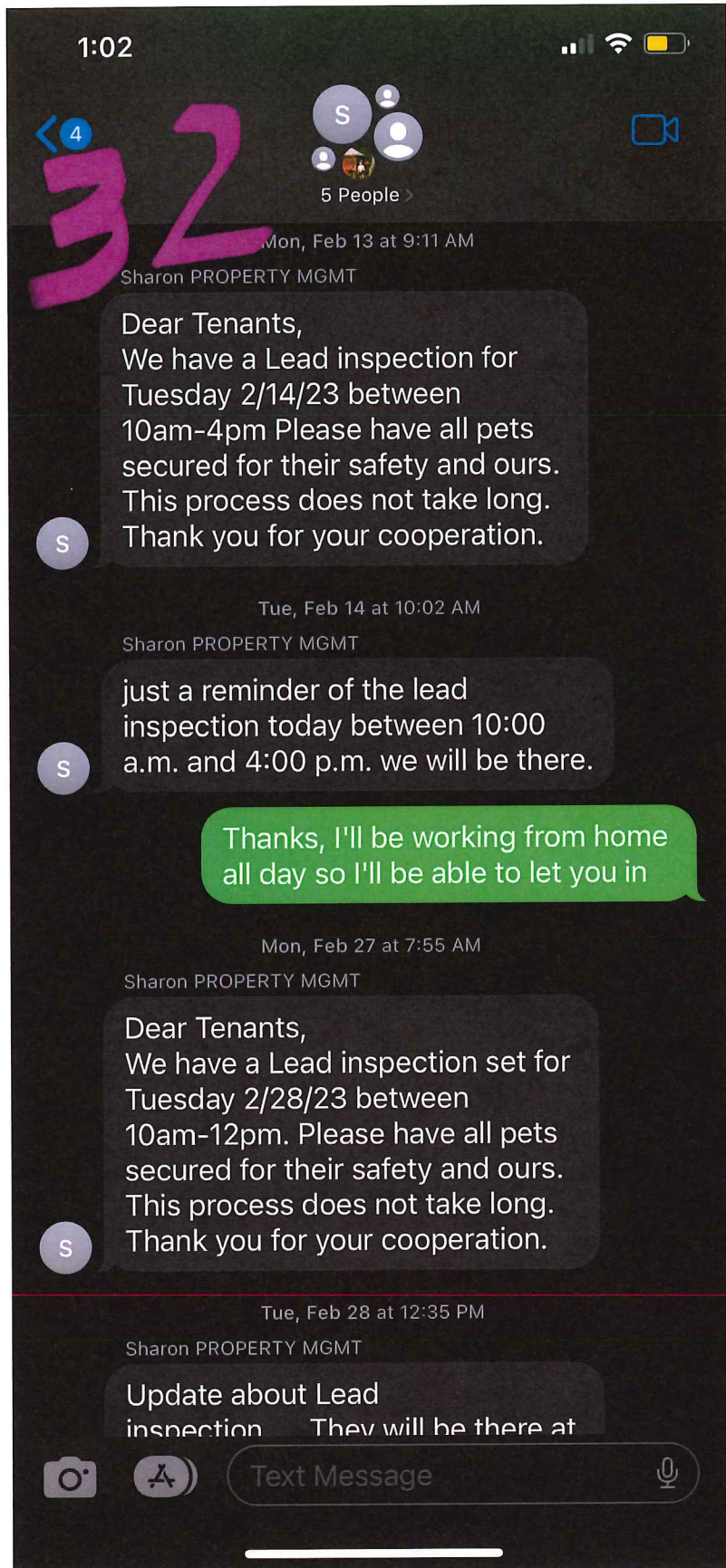


EXHIBIT C



CERTIFICATE OF LEAD CONFORMANCE FULL INTERIOR AND EXTERIOR

9/15/23

Lead Hazard Mitigation Inspection

Property Information

Street Address 149 Park Ave Unit Apt 2
City, State, Zip Code Woonsocket, RI 02895

Property Owner Information

Name(s) Pioneer Investments, LLC
Street Address 10 Dorrance St. Ste 700 City, State, Zip Code Providence, RI 02903
Telephone _____ Other Contact Information sureka_anurag@yahoo.com

Work Completed by (complete and check one as applicable)

- Lead Hazard Control Firm _____ RI License # LRF _____
 Owner of Dwelling of Premises – Spot Removal Only
 Unknown/No Work Completed

Certification of Lead Conformance

A Certificate of Lead Conformance may only be issued if a Lead Hazard Mitigation Inspection was conducted, and the paint and dust, as a minimum, meet the lead mitigation standards defined by RIDOH Regulation 216-RICR-50-15-3. An "interior only" inspection may be conducted from November 1 to March 31; an exterior re-inspection is required on or before the following June 30. If the premise(s) fail to meet the lead mitigation standards by June 30, a full (interior and exterior) Lead Hazard Mitigation Inspection, including dust wipe sampling, is required. Routine maintenance and a biennial re-inspection by a licensed Lead Inspector or Lead Assessor are required to maintain lead conformance.

I certify that I have conducted this inspection in accordance with § 3.5.2 of 216-RICR-50-15-3 and have determined that the identified dwelling unit meets the lead mitigation standards as defined by these regulations

Akanji, Akin
Name of Person Conducting Inspection

Signature
(401) 301-1244
Phone Number

Company

LI00106 02/28/2023 197507 03/14/2025
RIDOH License# Inspection Date Certificate # Expiration Date


EXHIBIT D


9/15/23

< Maintenance request

3 DAYS WITHOUT HEAT NEED BOILER FIXED

URGENT THREE DAYS WITHOUT HEAT NEED BOILER FIXED

 Property manager has permission to enter property

 Pets on property

Entry notes: URGENT URGENT URGENT URGENT

Details

Status	Number
New	00915652

Created by	Date created
Matthew Manuel Ferreira	12/7/22

Category
Plumbing

Updates



Matthew Manuel Ferreira submitted the request.
Dec 7, 2022, 7:16 PM

Shared with




EXHIBIT E


MF 9/15/23

Maintenance request

URGENT BOILER NOT WORKING

we are going into our FOURTH day without heat in december, we need a technician to be sent to the house to fix to boiler so we can have heat!!!!

 Property manager has permission to enter property

 Pets on property

Entry notes: URGENT

Details

Status	Number
New	00915648

Created by	Date created
Matthew Manuel Ferreira	12/7/22

Category
Plumbing

Updates

 Matthew Manuel Ferreira submitted the request.
Dec 7, 2022, 7:13 PM

Shared with

EXHIBIT F

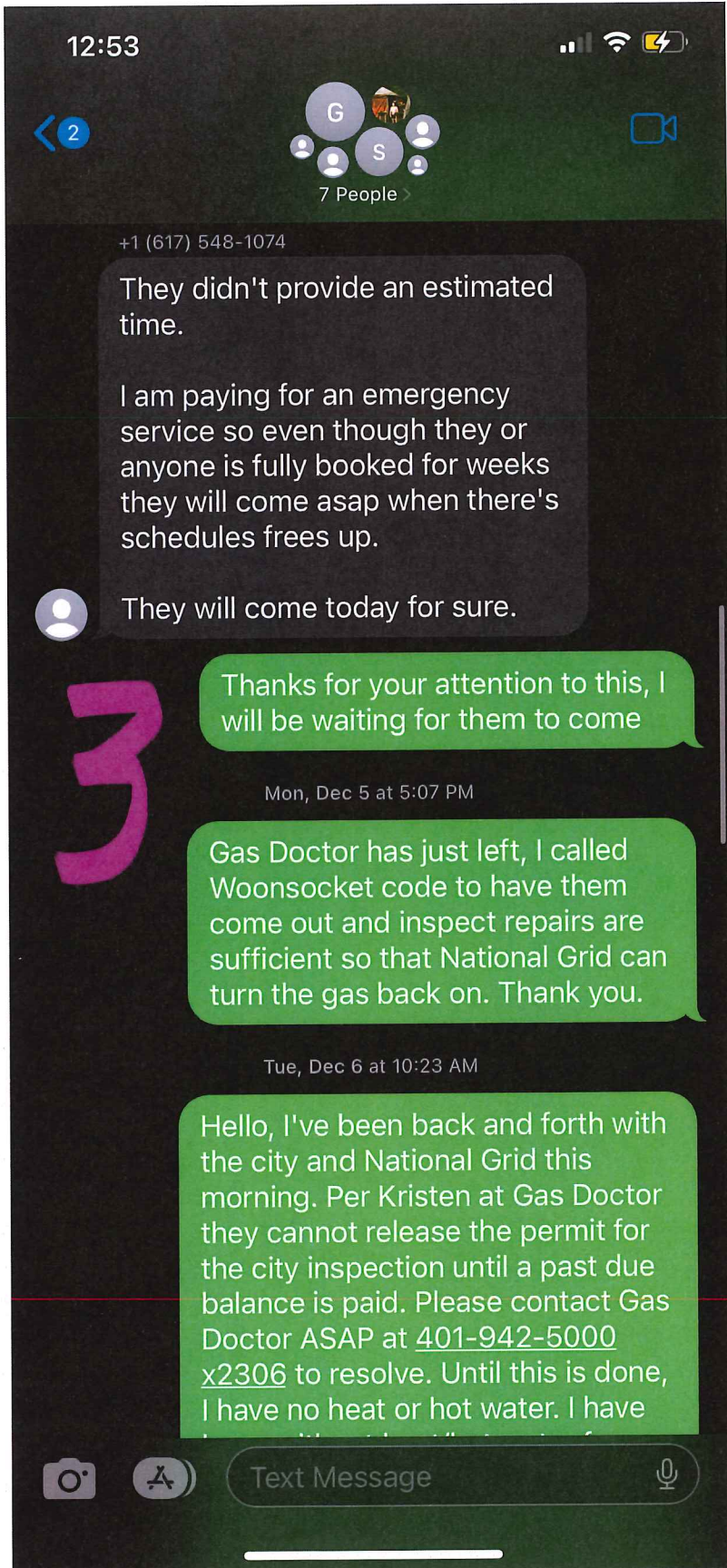
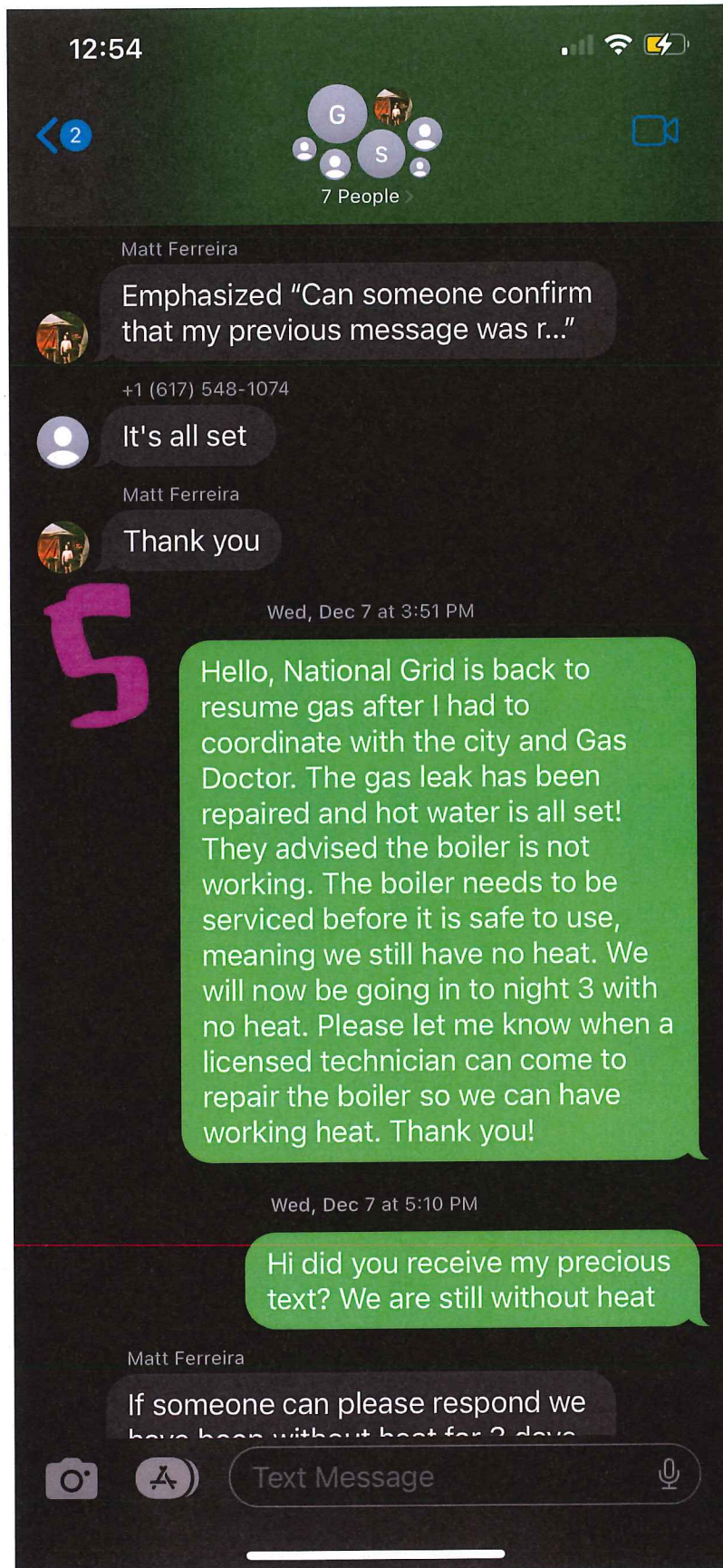
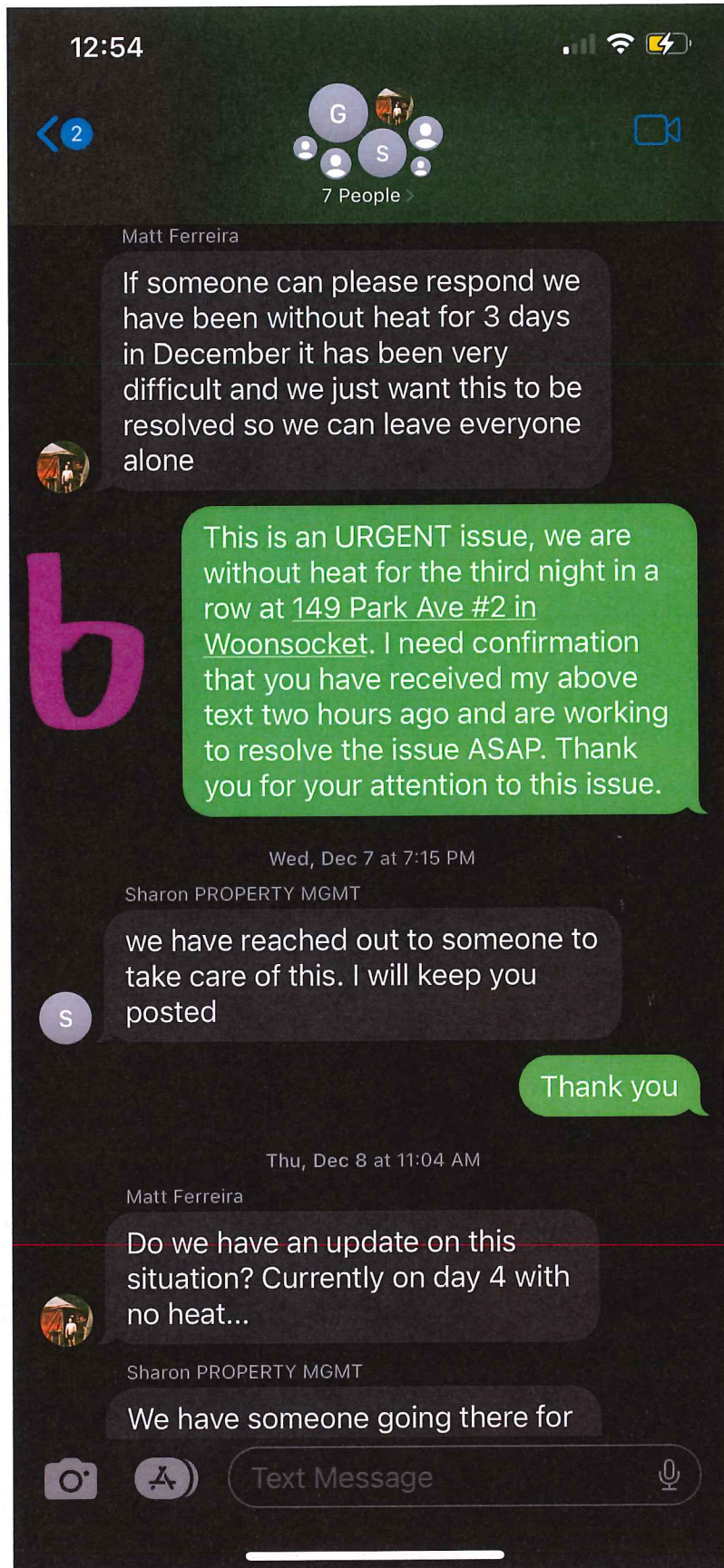


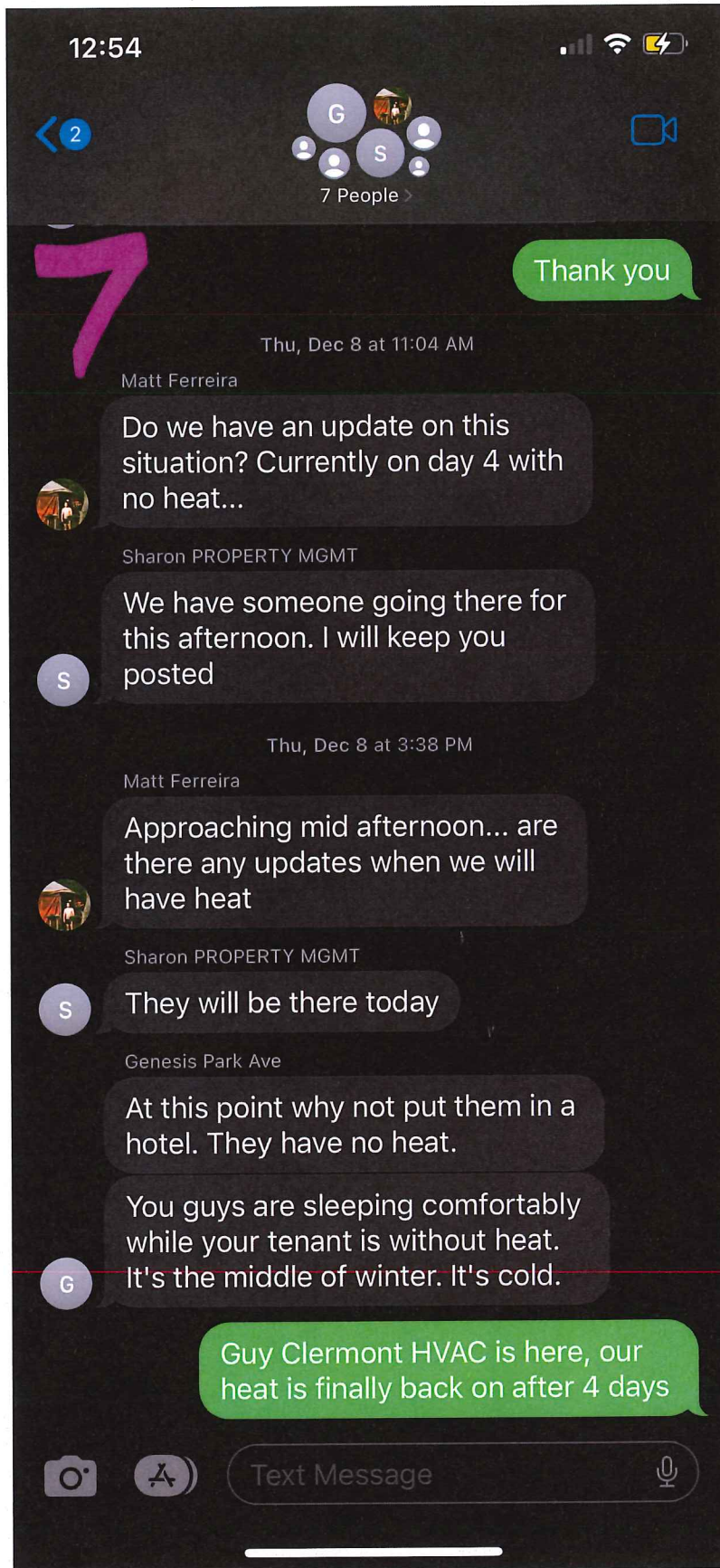
EXHIBIT G



af
9/15/23



nb
9/15/23



JF
9/15/23

EXHIBIT H

nb 9/15/23

< General inquiry

maintenance requests

i have made several maintenance requests that have not been tended to yet. I have a serious concern about this houses wiring. I am an electrician and I have never seen so many outlets and lights on just one circuit and we have tripped the lights almost every single night we've been here so far because we also share a circuit with the apartment below us.

Details

Status	Number
New	00773390
Created by	Date created
Matthew Manuel Ferreira	8/23/22

Updates



Matthew Manuel Ferreira submitted the request.

Aug 22, 2022, 8:31 PM

Shared with




Veronica I Shell

2/9/15/23

Electric

as noted multiple times before, our electric supply is connected to our neighbor's supply, she will be moving out this week and it has still not been resolved. we need the electrical wiring to be repaired so that we do not lose electric. thank you

 Property manager does not have permission to enter property

Details

Status	Number
New	00947401

Created by	Date created
Veronica L Sholl	1/3/23

Category
General

Updates



Veronica L Sholl submitted the request.
Jan 3, 2023, 1:43 PM

Shared with

EXHIBIT I

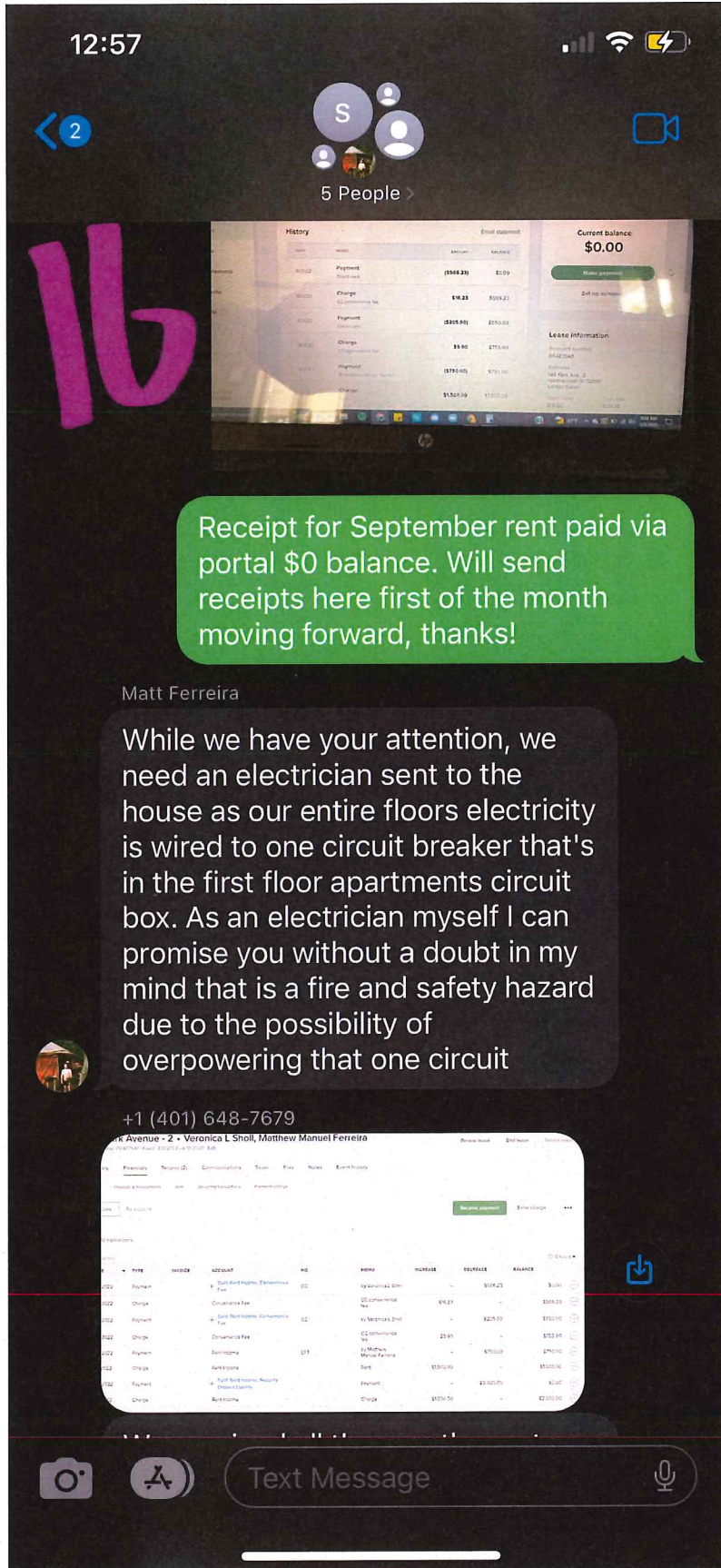
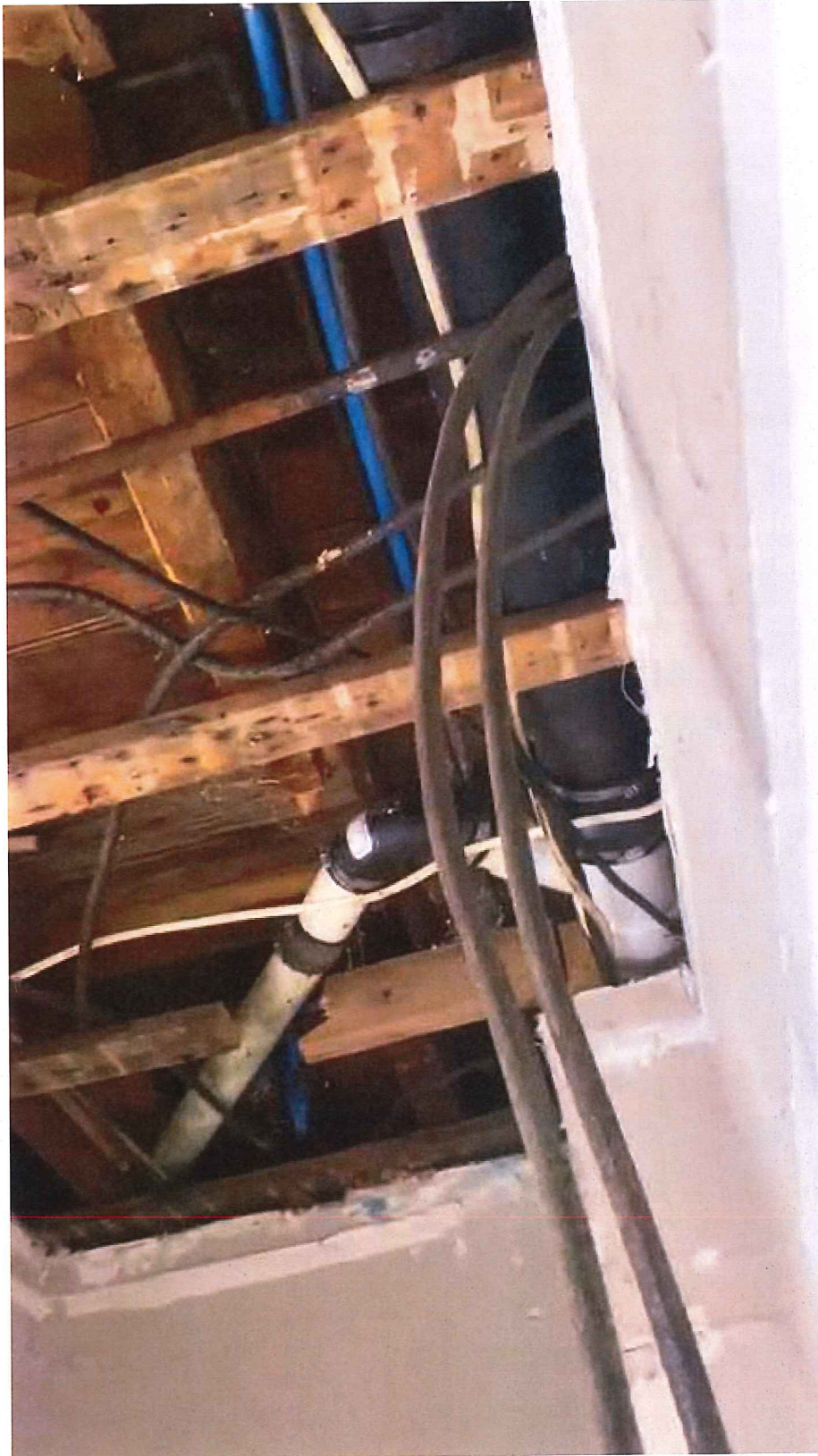


EXHIBIT J



26
9/15/23

EXHIBIT K

28/9/15/23

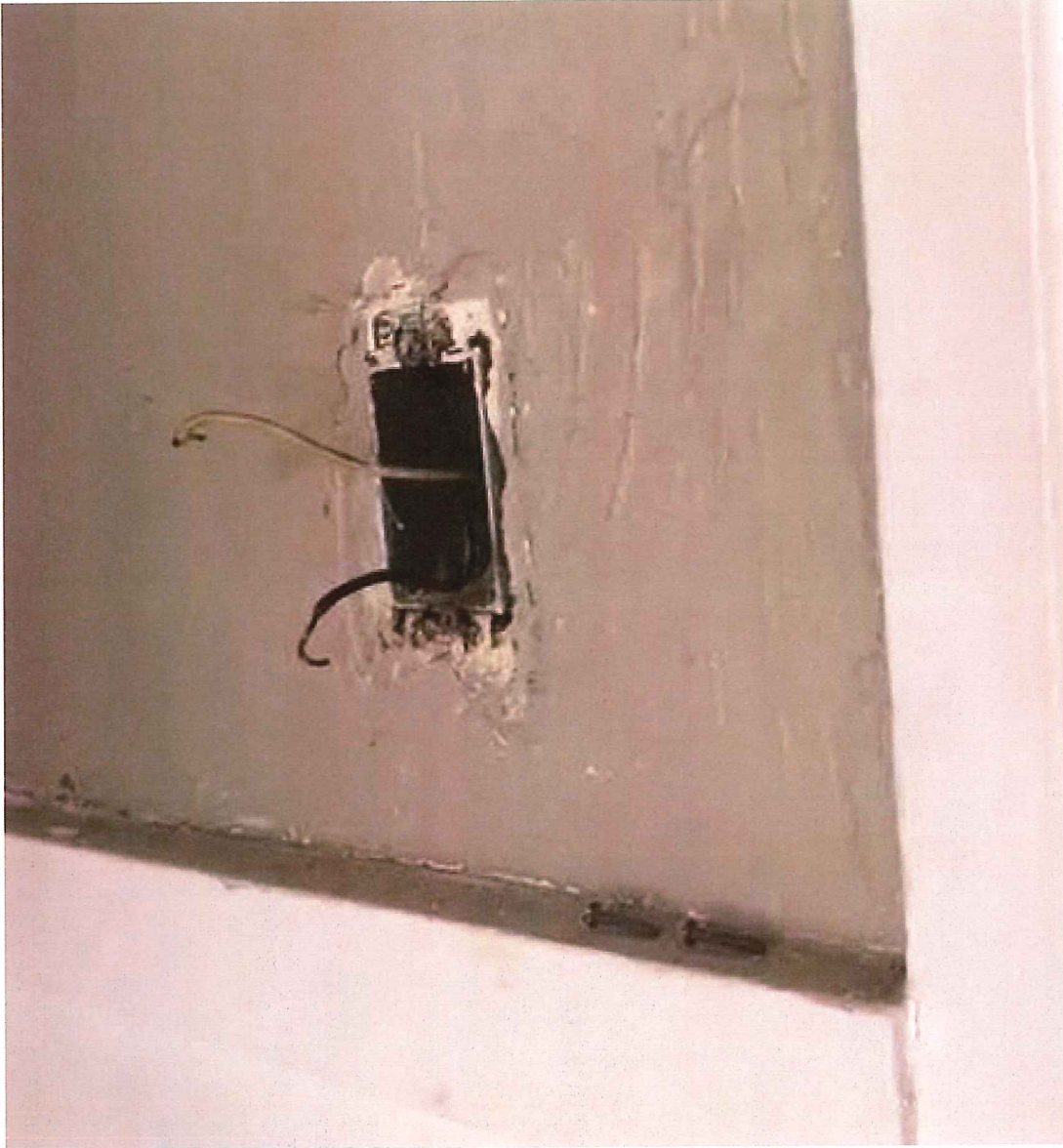
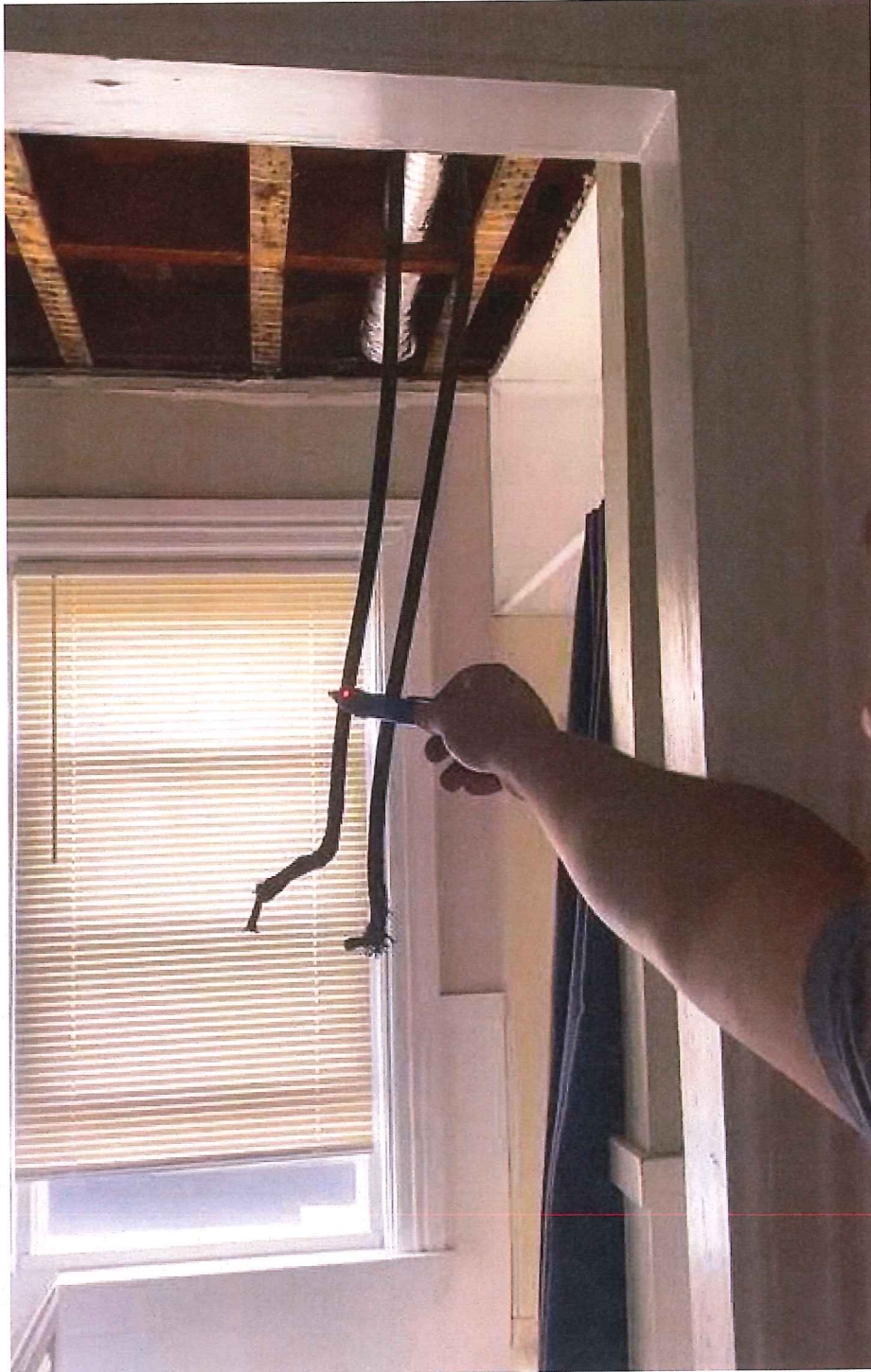


EXHIBIT L



28
9/15/23

EXHIBIT M

28/9/15/23

< Maintenance request

URGENT! ceiling leak

the above apartment is leaking into our bathroom ceiling, we need someone to take care of this URGENTLY to avoid any further damage that this leak could cause, please respond ASAP to let me know when someone from your management can come to resolve this. I have sent a text message request this morning as well.

Property manager has permission to enter property

Pets on property

Entry notes: I will be working from home all day, please send someone ASAP to review

Details

Status	Number
New	00810119
Created by	Date created
Veronica L Sholl	9/19/22

Category
Plumbing

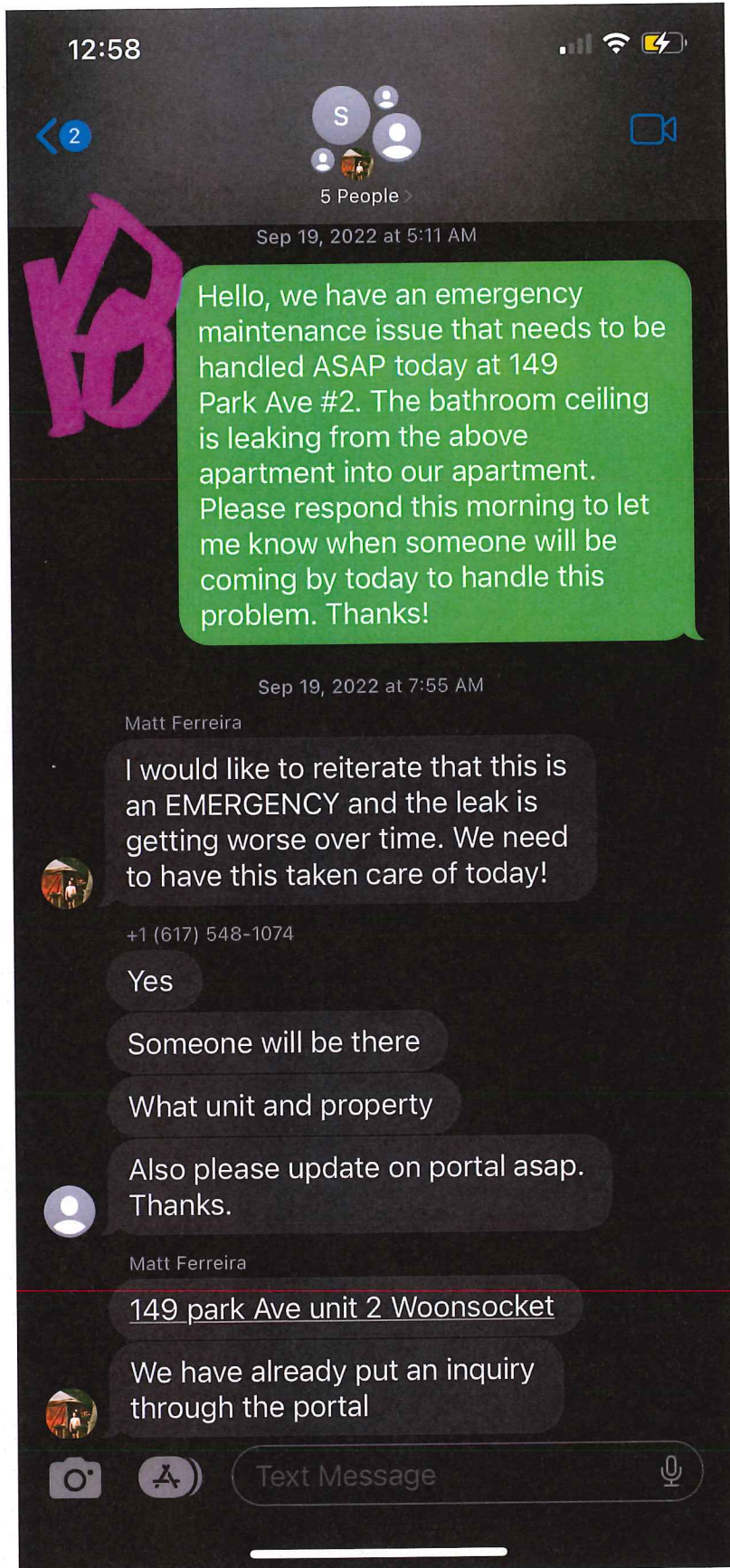
Shared with

 VS Veronica L Sholl

Updates

 VS Veronica L Sholl submitted the request.
Sep 19, 2022, 5:52 AM

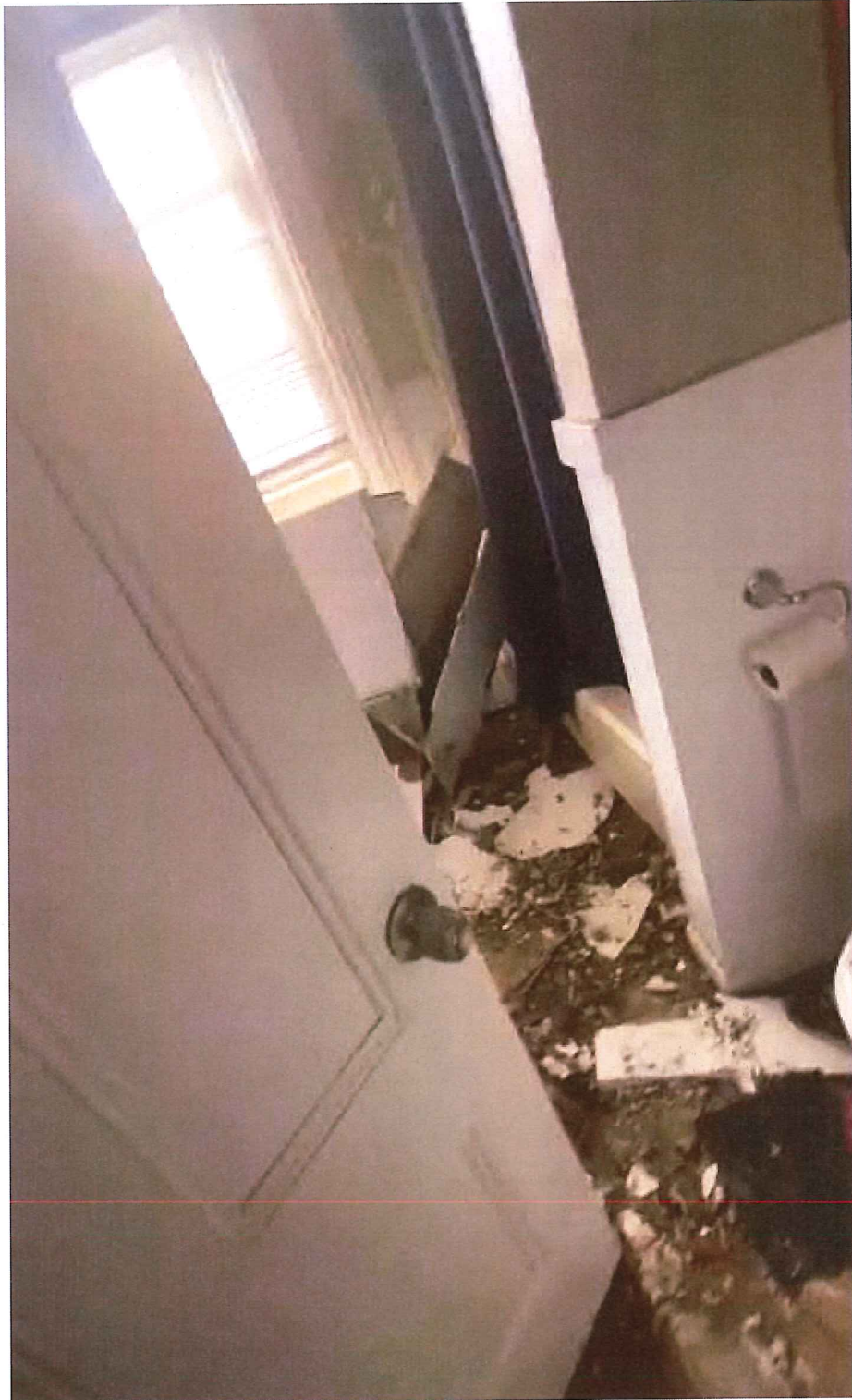
EXHIBIT N



KB

JF
9/15/23

EXHIBIT O



26
9/15/23



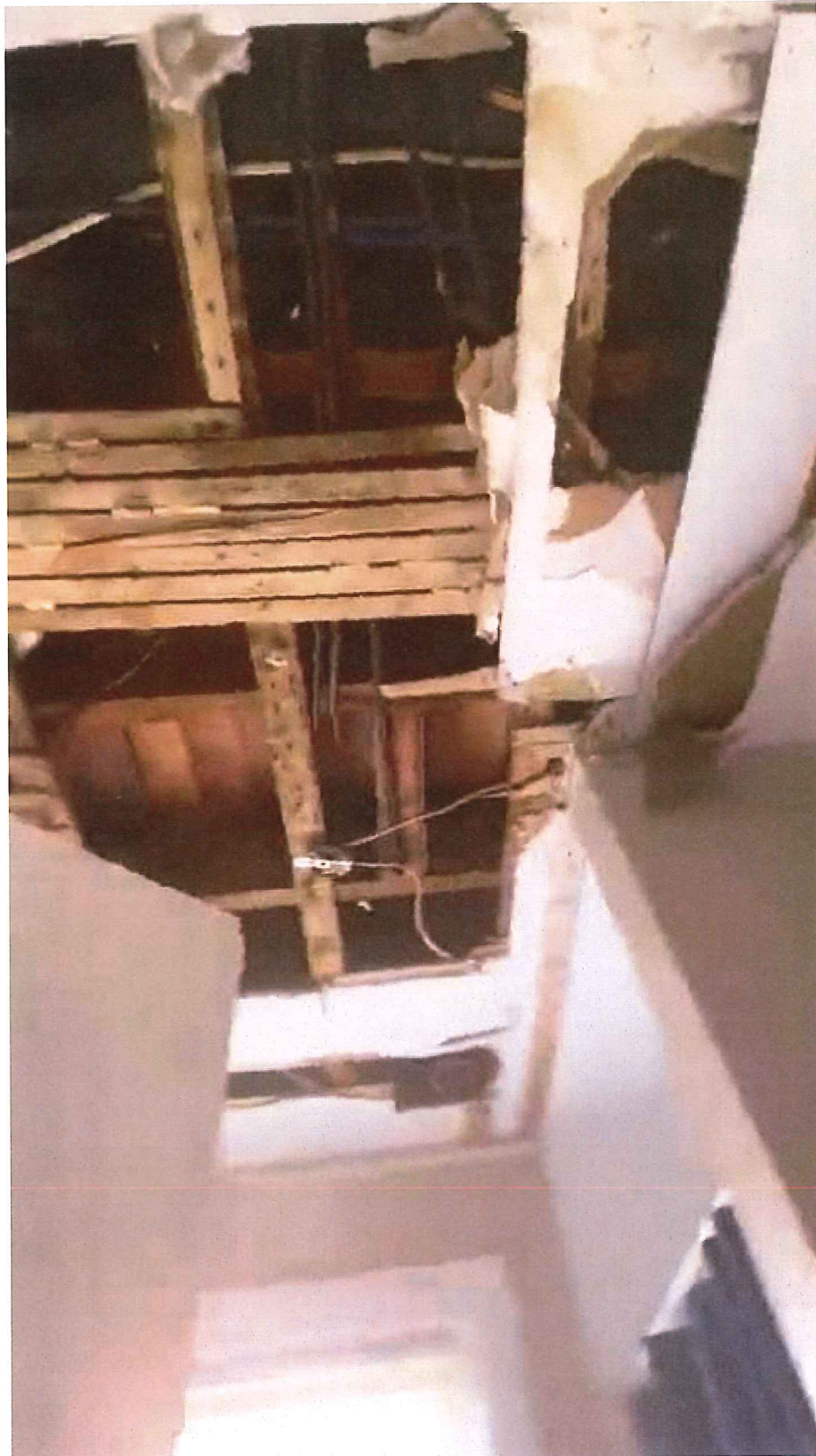
28
9/15/23

EXHIBIT P



2f
9/15/23

EXHIBIT Q



2/3
9/15/23



of
9/15/23

EXHIBIT R

9/15/23

ATTN: ANURANG - reimbursement for damaged property

Please see attached receipts for new mattress, sheets, and pillows as a result of leaking ceiling in our bedroom. I've also attached photos showing the current damage to the bedroom ceiling. We are not able to stay in/use the bedroom due to the state of the ceiling. I'm looking forward to an update on when to expect reimbursement for our expenses, and when to expect a qualified repair person to fix the damage, thank you! Total cost for new mattress/sheets/pillows is \$818.22



Details

Status	Number
New	01167419
Created by	Date created
Veronica L Sholl	6/15/23

Shared with

VS Veronica L Sholl

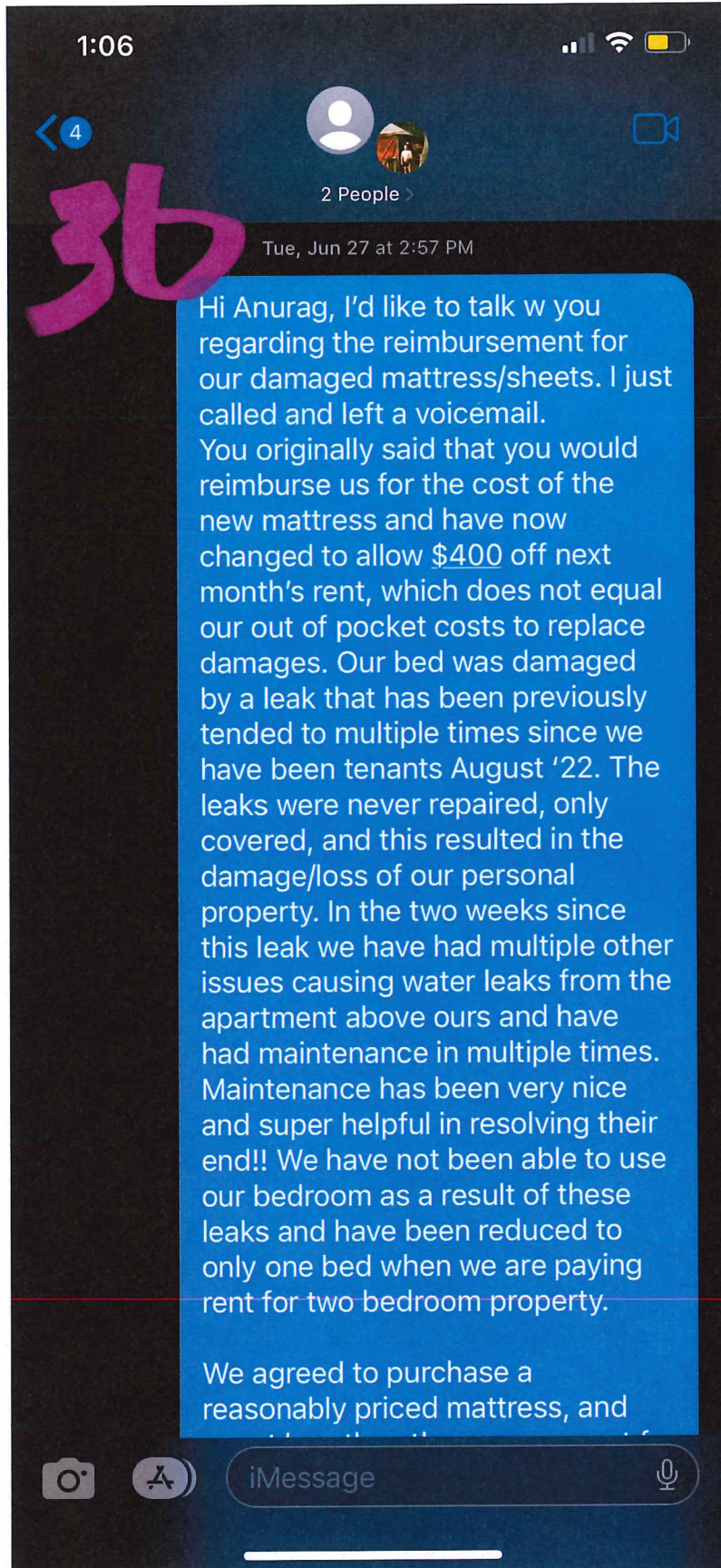
MF Matthew Manuel Ferreira

PI Pioneer Investments LLC

Updates

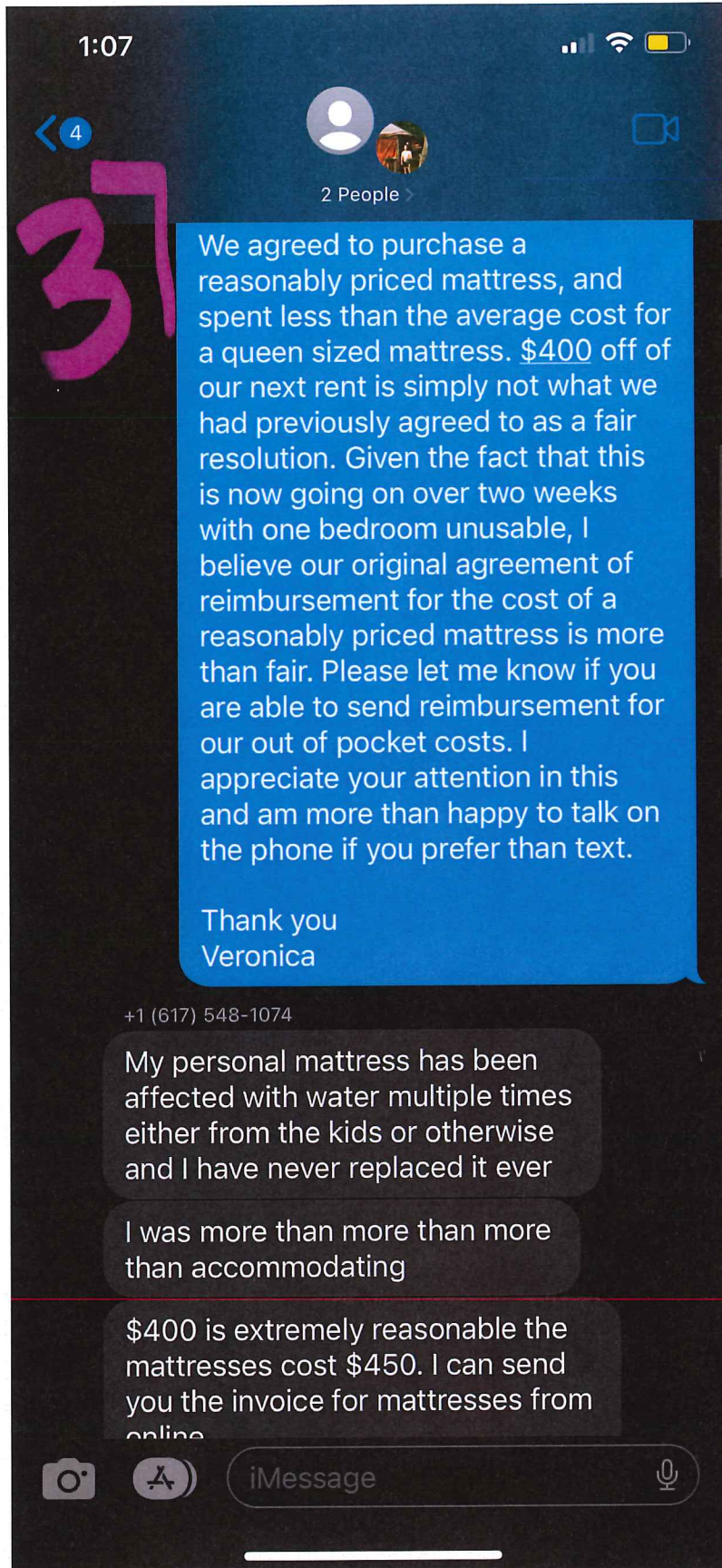
VS Veronica L Sholl submitted the request.
Jun 15, 2023, 3:13 PM

VS



36

rf 9/15/23



37

yf
9/15/23

We agreed to purchase a reasonably priced mattress, and spent less than the average cost for a queen sized mattress. \$400 off of our next rent is simply not what we had previously agreed to as a fair resolution. Given the fact that this is now going on over two weeks with one bedroom unusable, I believe our original agreement of reimbursement for the cost of a reasonably priced mattress is more than fair. Please let me know if you are able to send reimbursement for our out of pocket costs. I appreciate your attention in this and am more than happy to talk on the phone if you prefer than text.

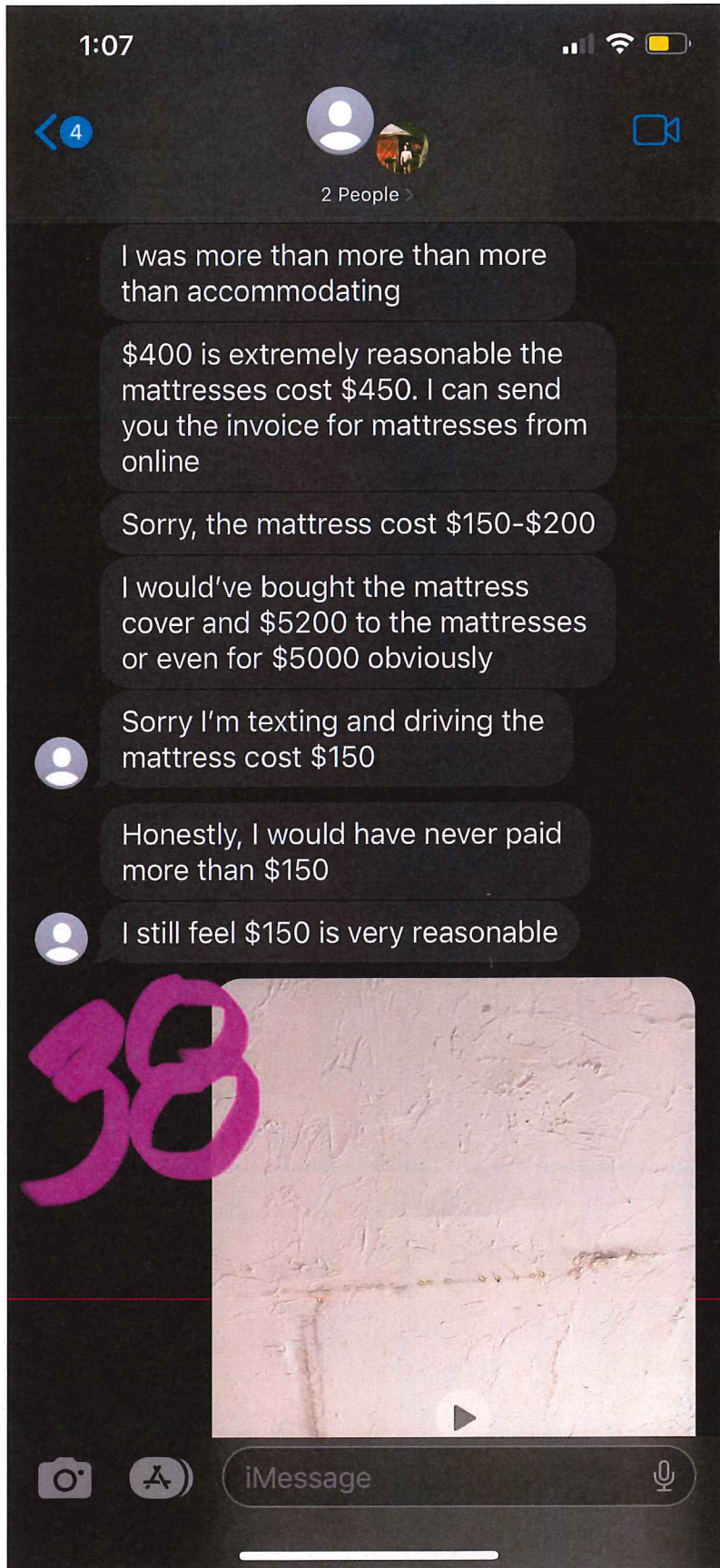
Thank you
Veronica

+1 (617) 548-1074

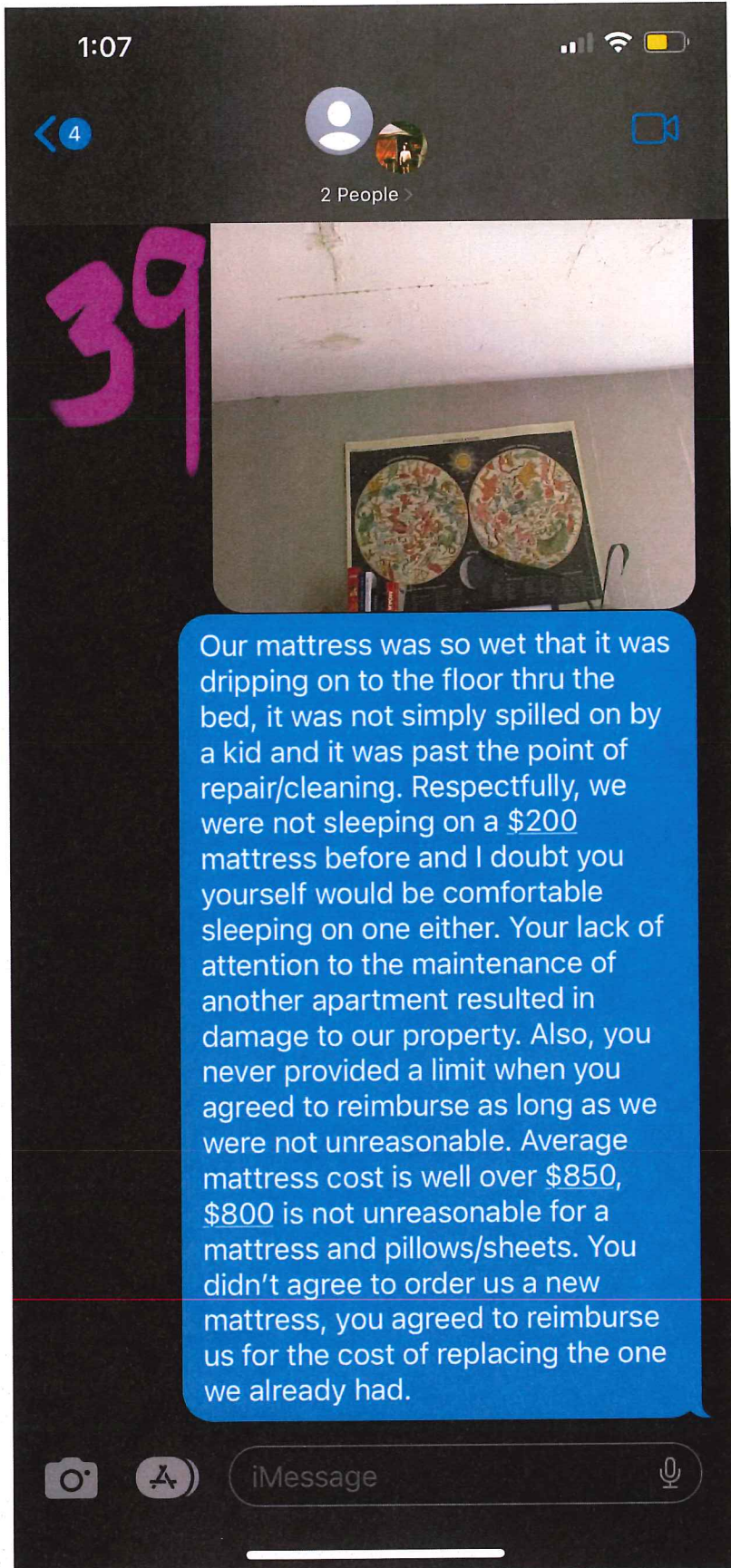
My personal mattress has been affected with water multiple times either from the kids or otherwise and I have never replaced it ever

I was more than more than more than accommodating

\$400 is extremely reasonable the mattresses cost \$450. I can send you the invoice for mattresses from online



Handwritten in blue ink:
9/15/23

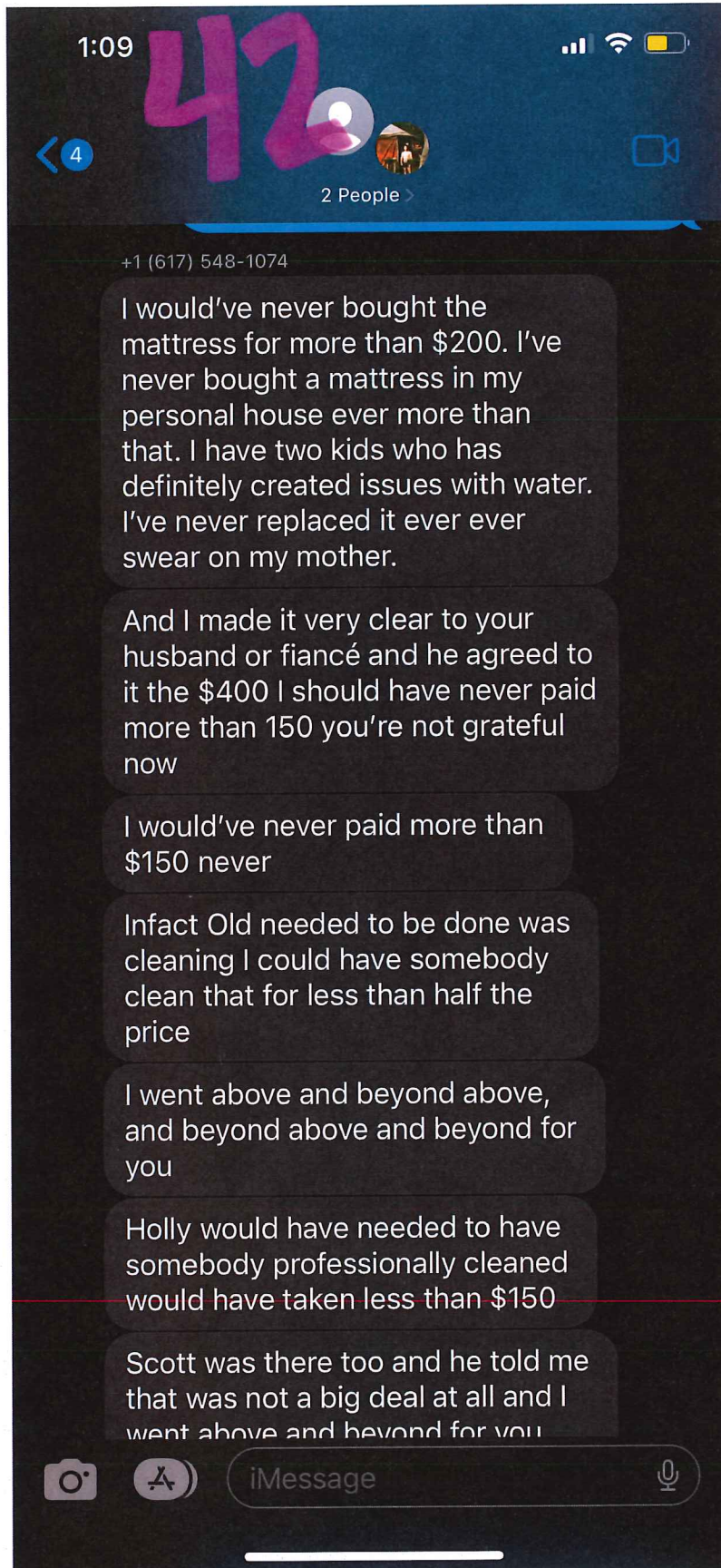


rf
9/15/23

39

Our mattress was so wet that it was dripping on to the floor thru the bed, it was not simply spilled on by a kid and it was past the point of repair/cleaning. Respectfully, we were not sleeping on a \$200 mattress before and I doubt you yourself would be comfortable sleeping on one either. Your lack of attention to the maintenance of another apartment resulted in damage to our property. Also, you never provided a limit when you agreed to reimburse as long as we were not unreasonable. Average mattress cost is well over \$850, \$800 is not unreasonable for a mattress and pillows/sheets. You didn't agree to order us a new mattress, you agreed to reimburse us for the cost of replacing the one we already had.

iMessage



1:09

42



2 People >



+1 (617) 548-1074

I would've never bought the mattress for more than \$200. I've never bought a mattress in my personal house ever more than that. I have two kids who has definitely created issues with water. I've never replaced it ever ever swear on my mother.

2/
9/15/23

And I made it very clear to your husband or fiancé and he agreed to it the \$400 I should have never paid more than 150 you're not grateful now

I would've never paid more than \$150 never

Infact Old needed to be done was cleaning I could have somebody clean that for less than half the price

I went above and beyond above, and beyond above and beyond for you

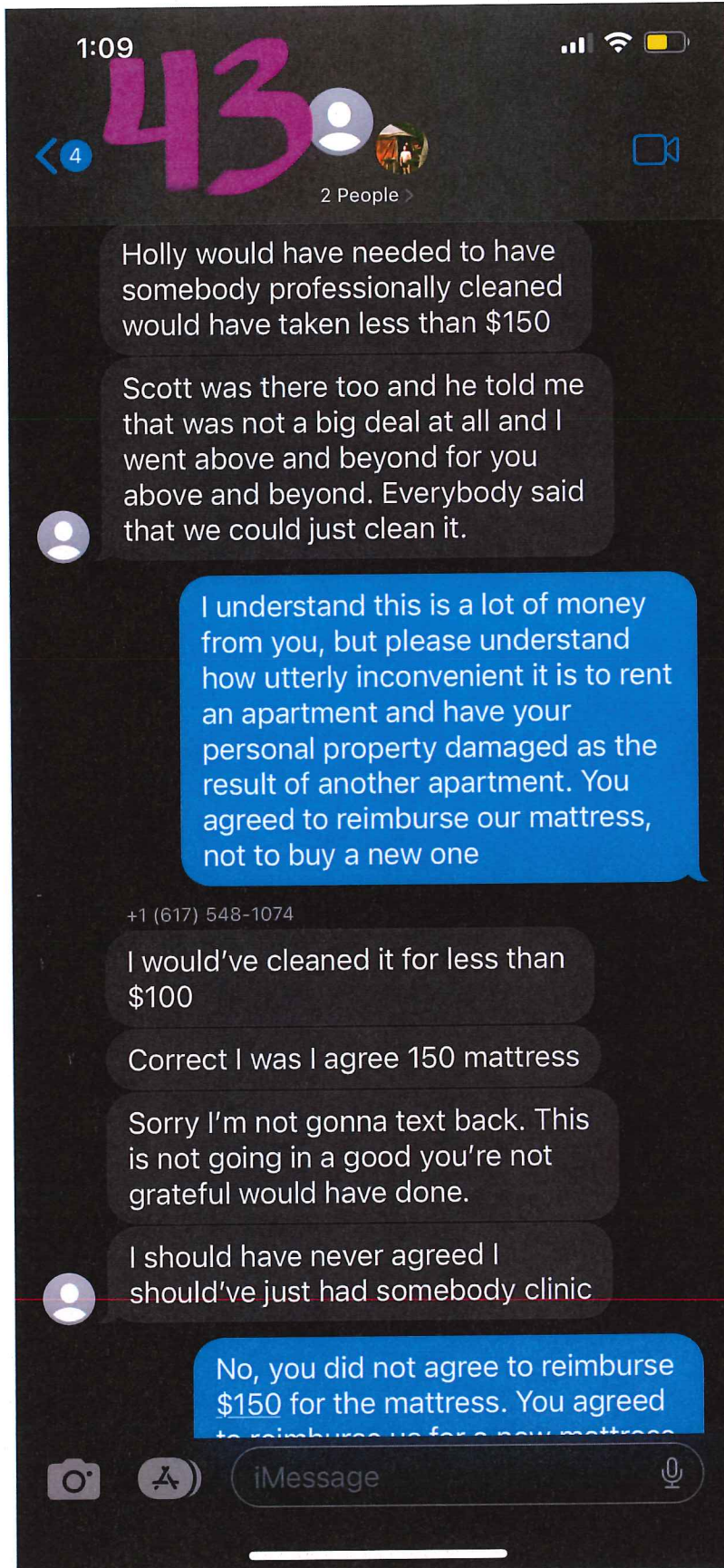
Holly would have needed to have somebody professionally cleaned would have taken less than \$150

Scott was there too and he told me that was not a big deal at all and I went above and beyond for you



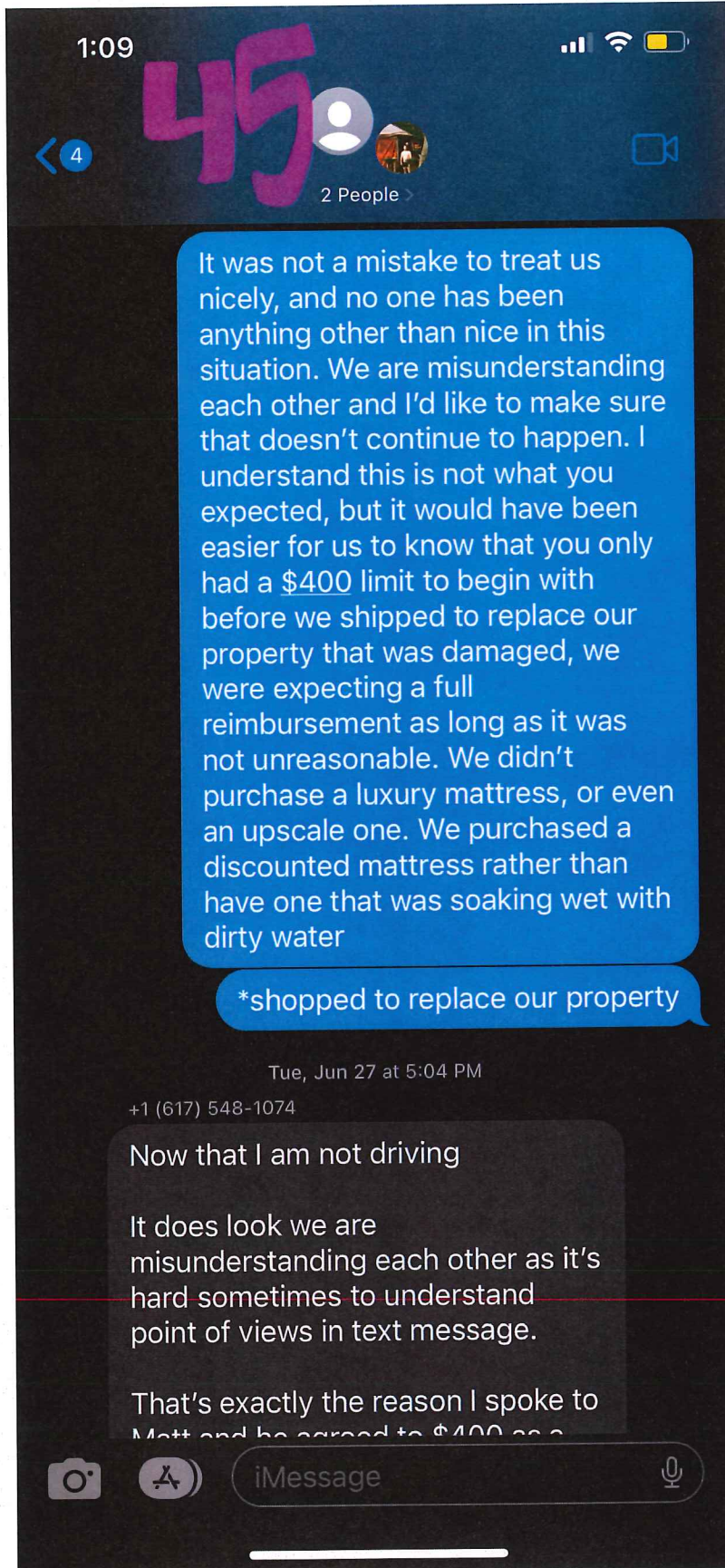
iMessage







9/15/23



28
9/15/23

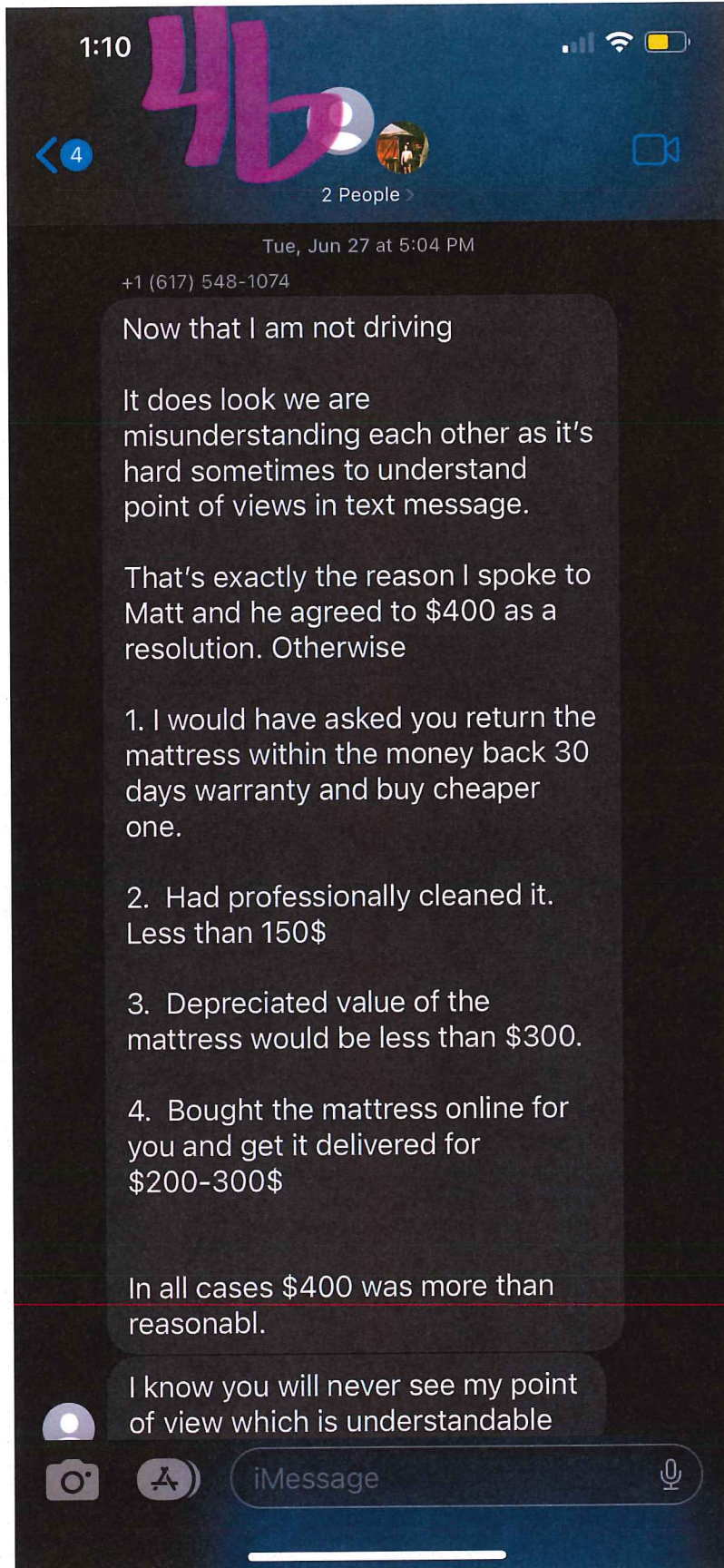
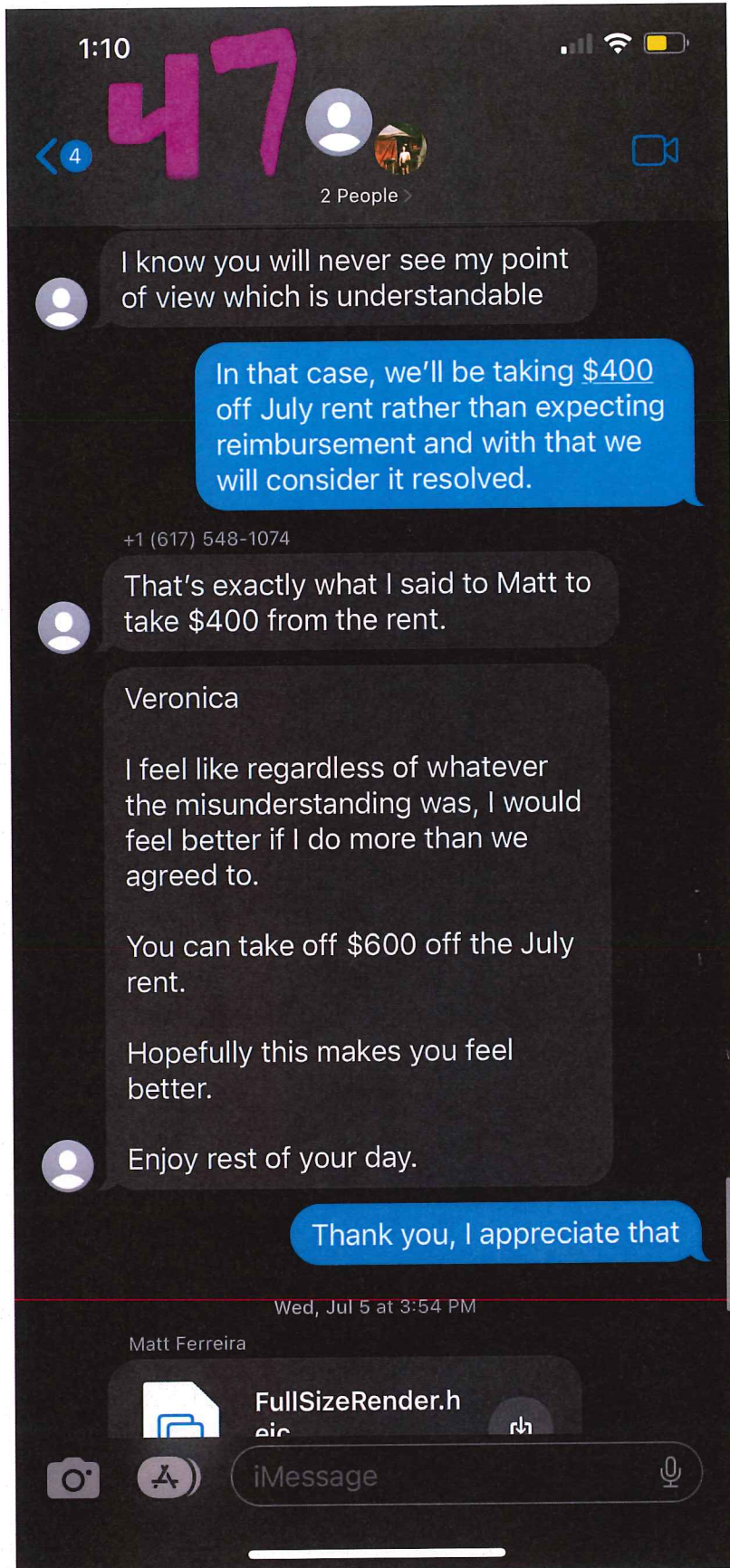


EXHIBIT S



9/15/23

EXHIBIT T

2/ 9/15/23

DATE	MEMO	AMOUNT	BALANCE
9/1/23	Charge Rent	\$1,500.00	\$3,075.00
8/6/23	Charge Late Fee	\$75.00	\$1,575.00
8/1/23	Charge Rent	\$1,500.00	\$1,500.00
7/2/23	Payment By Matthew Manuel Ferreira	(\$900.00)	\$0.00
7/1/23	Charge Rent \$600 Discount	\$900.00	\$900.00


EXHIBIT U


MF 9/15/23

< Maintenance request

washing machine not draining correctly

washing machine is not draining correctly

 Property manager has permission to enter property

 Pets on property

Updates



Matthew Manuel Ferreira submitted the request.
Aug 18, 2022, 7:28 PM



Details

Status	Number
New	00768970
Created by	Date created
Matthew Manuel Ferreira	8/18/22
Category	
Plumbing	

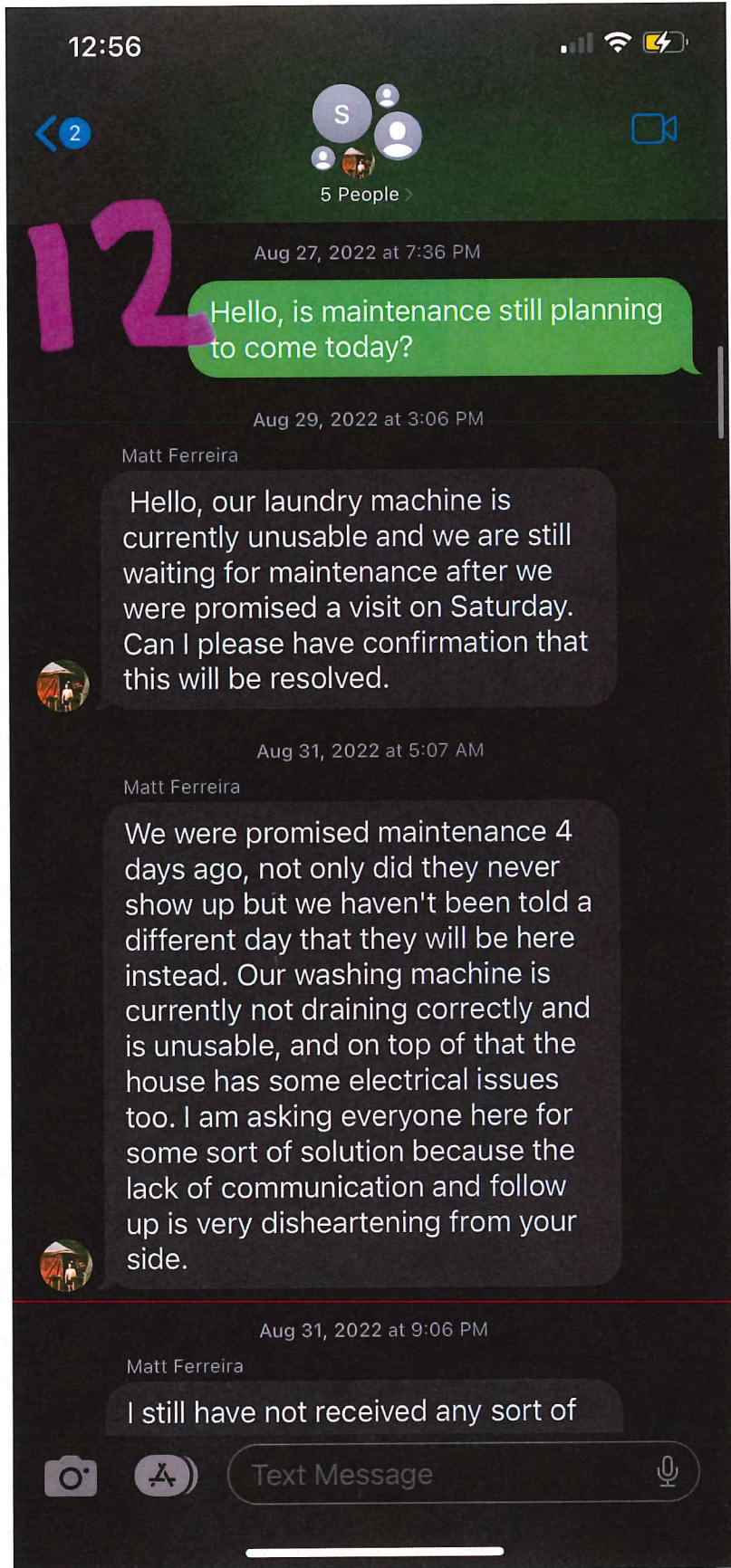
Shared with



Veronica L Sholl



Matthew Manuel Ferreira



12:56



5 People >

Aug 27, 2022 at 7:36 PM

Hello, is maintenance still planning to come today?

Aug 29, 2022 at 3:06 PM

Matt Ferreira

Hello, our laundry machine is currently unusable and we are still waiting for maintenance after we were promised a visit on Saturday. Can I please have confirmation that this will be resolved.

Aug 31, 2022 at 5:07 AM

Matt Ferreira

We were promised maintenance 4 days ago, not only did they never show up but we haven't been told a different day that they will be here instead. Our washing machine is currently not draining correctly and is unusable, and on top of that the house has some electrical issues too. I am asking everyone here for some sort of solution because the lack of communication and follow up is very disheartening from your side.

Aug 31, 2022 at 9:06 PM

Matt Ferreira

I still have not received any sort of

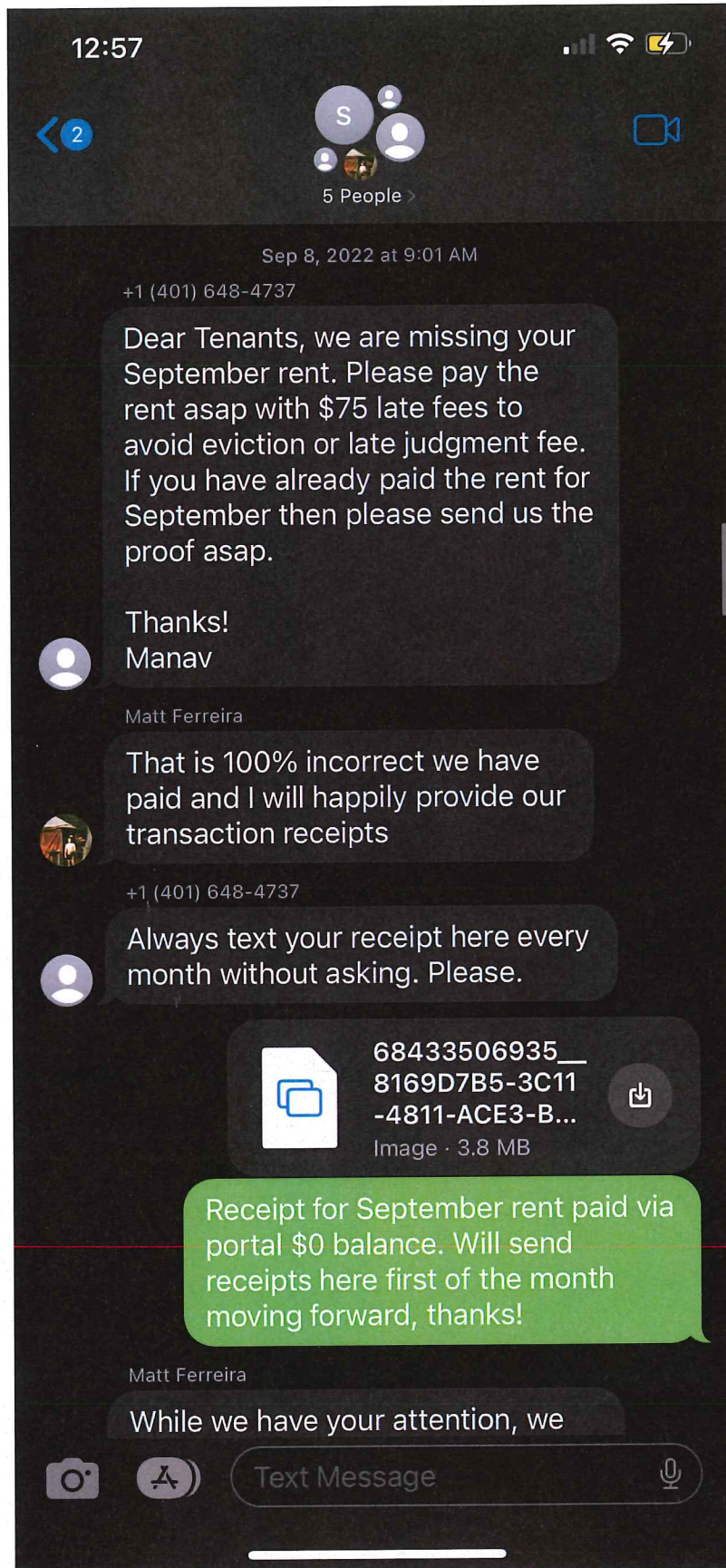


Text Message



9/15/23

EXHIBIT V



AFFIDAVIT OF LORI CLARK

I, Lori Clark, having been duly sworn, upon oath, do hereby depose and sate as follows:

1. I am currently employed by the Rhode Island Department of Health (“RIDOH”). I have been employed by RIDOH for seven years.
2. I currently hold the position of Assistant Health Program Administrator in the RIDOH Center for Healthy Homes and Environment.
3. When a property is issued a Notice of Violation (“NOV”) by RIDOH, RIDOH requires that a licensed Lead Contractor (rather than a Lead Renovation Firm or Lead Renovator) must be hired to correct the lead hazards. Thus, a Lead Renovator or Lead Renovation Firm (“LRF”) cannot work on a property with an open RIDOH NOV; only a licensed Lead Contractor may perform remediation on a property with an open NOV. 216-RICR-50-15-3.5.6(E).
4. A Lead Renovator or Lead Renovation Firm (“LRF”) cannot work on a property with an open NOV by RIDOH; only a licensed Lead Contractor may perform remediation on a property with an open NOV. 216-RICR-50-15-3.5.6(E).
5. Whether or not a property has a NOV, a Lead Contractor or Lead Renovation Firm is required to file a Start Work Notice with RIDOH at least seven (7) days prior to beginning lead hazard control projects on a pre-1978 rental property. 216-RICR-50-15-12 *et seq.*
6. Children who have been lead poisoned often require targeted intervention and public resources to help them achieve their full potential.
7. I have knowledge of and/or have reviewed and/or caused to be reviewed all relevant records to state that:
 - a. Pioneer Investments, LLC is a licensed Lead Renovation Firm, and Mr. Sureka is a certified Lead Renovator.
 - b. 14 South Street, Pawtucket, RI
 - i. A child residing at 14 South Street, Pawtucket, RI tested for an elevated blood lead level while Pioneer Investments, LLC (“Pioneer”) owned the property.
 - ii. RIDOH issued a Notice of Violation (“NOV”) to Pioneer in response to the poisoning.
 - iii. The Notice of Violation informed Pioneer that they are required to hire or contract with a licensed Lead Contractor within 30 days to correct the lead violations in the unit and provide documentation to RIDOH.
 - iv. Slightly over one month later, a Second Notice of Violation was issued to Pioneer.
 - v. In response to the Second NOV, Mr. Sureka told the Department of Health that Pioneer, as a Lead Renovation Firm, had taken and was involved in correcting lead hazards at his property.
 - vi. Pioneer, as a Lead Renovation Firm, was not permitted to perform work on a property with an open violation with RIDOH. Mr. Sureka, as a Lead

- Renovator, was likewise not permitted to perform or oversee work on a property with an open violation from RIDOH.
- vii. RIDOH employees informed Mr. Sureka that a Lead Contractor is required to be retained to clear the hazards at the property. *Id.*
 - viii. Ultimately, the property owners retained a Lead Contractor and this properly-licensed professional filed a Start Work Notice with RIDOH. After the Lead Contractor completed the remediation work at the property, RIDOH inspected the property and found that it had been cleared of lead hazards.
 - ix. However, in his correspondence, Mr. Sureka had informed RIDOH that he had already engaged in lead remediation which he was not qualified or permitted to perform, in contravention of the Notice of Violation and RIDOH protocols.
 - x. Moreover, at no point prior to the retention of the Lead Contractor did Mr. Sureka or Pioneer file a Start Work Notification based on the work he claimed to have done on the property, in spite of the fact that he reported to have been correcting lead hazards. This similarly constituted a violation of RIDOH regulations regarding lead safety precautions.
- c. 87-89 Pond Street, West Warwick, RI
- i. I have reviewed the Affidavit of Mary Verrill, an occupant of 89 Pond Street, West Warwick, Rhode Island.
 - ii. Based on my experience, RIDOH regulations, and the contents of the Affidavit, a Start Work Notification would have been required prior to conducting the painting of the tenants' windows, which reportedly exceeded 6 sq. ft. of interior surfaces, unless a lead test of the affected windows was conducted by an appropriately licensed Lead Inspector, Lead Assessor, or Lead Renovation Firm beforehand and the windows were determined not to contain lead paint. 216-RICR-50-15-5.7.2(A); 216-RICR-50-15-5.8.2.
 - iii. If no such lead test was conducted, or if the lead test was positive, the property owner would have been required to retain an appropriately licensed firm to conduct remediation in accordance with lead safe practices, for the safety of the occupants of the property. *See*; 216-RICR-50-15-3; 216-RICR-50-15-12.3; 216-RICR-50-15-11.
 - iv. In the event that an individual merely painted over chipping and peeling lead paint, the current occupants would be at increased risk of lead poisoning. This is because painting over a chipping and peeling paint surface increases the likelihood that the top layer of paint will chip and peel, exposing lead hazards.
 - v. No Start Work Notification has been filed for this property since at least June 6, 2023.

Signed and sworn to me on this 12th day of September 2023.

GWENDOLYN RAMOS
Notary Public, State of Rhode Island
My Commission Expires Mar. 16, 2024
Commission # ID 765264

Gwendolyn Ramos

Lori Clark
Lori Clark