

(collectively “the State”) to hereby submit this memorandum in support of their motion against Defendants Pioneer Investments, LLC and Anurag Sureka (collectively “Pioneer”), seeking a preliminary injunction to require Pioneer to cease its violations of the Deceptive Trade Practices Act (“DTPA”), R.I. Gen. Laws §§ 6-13.1-1–30; the Lead Hazard Mitigation Act (“LHMA”), *id.* §§ 42-128.1-1–14; the Lead Safe Work Practices Rule, R.I. Code R. § 216-50-15-12; and the Lead Disclosure Rule, *id.* § 216-50-15-3.5, in their operation of a large residential rental enterprise, which spans the State and contributes to a public nuisance under R.I. Gen. Laws § 10-1-1. This matter arises out of Pioneer’s unlawful conduct, which has placed its tenants and the public at risk of exposure to toxic lead, deprived tenants of the knowledge and notice they needed to protect themselves from lead in their homes, and introduced dangerous and legally insufficient rental offerings into the State’s rental housing market.

I. INTRODUCTION

To protect Rhode Islanders and Pioneer’s tenants from serious harm to their health and the direct and indirect market effects of Pioneer’s misconduct, this Court should enter a preliminary injunction that compels the Defendants to (1) obtain certificates of lead conformance (“CLCs”) for all units that they own; (2) abide by the Lead Safe Work Practices and Lead Disclosure Rules; (3) place all rental income collected from consumer-tenants at units lacking CLCs in escrow so that it may be used for lead remediation work in order to obtain the aforementioned CLCs; (4) provide their consumer-tenants with, or else compensate them for, comparable housing accommodations during any period that they are unable to remain in their homes while remediation occurs; (5) immediately cease any advertising for rental units or properties they own that lack CLCs or that are otherwise legally insufficient; (6) contract with a Lead Inspector licensed by RIDOH and approved by the Attorney General to re-inspect, within thirty days, all of Defendants’

properties where CLCs were obtained in a legally insufficient manner; (7) for each property where the inspector identifies hazards, prepare a work plan, subject to the approval of the Attorney General, for removing and/or remediating all conditions conducive to lead poisoning or other code violations within fifteen days of receipt of such inspection report(s); and (8) appoint an independent monitor to oversee and report on Pioneer's compliance with the Court's order, to be paid for by Pioneer and to be subject to the approval of the Attorney General.

As more fully set forth below, the State is likely to prevail on the merits in this case. Additionally, it is in the public interest to protect the many families who are raising their children in Rhode Island. It is further in the public interest for corporations and individuals to be in compliance with State law, and to halt unfair and deceptive business practices, as well as unsafe work practices, so that consumer-tenants do not have to suffer the physical and economic harms these practices precipitate. Moreover, the balance of equities weighs in favor of the State, and Rhode Islanders will be irreparably harmed by Pioneer's continued misconduct absent preliminary relief from this Court. For these reasons, this Court should grant the State's motion and enter an order requiring the proposed relief.

II. PARTIES

Peter F. Neronha is the Attorney General of the State of Rhode Island. The Attorney General is the State's chief law enforcement officer and is authorized to pursue this action by, *inter alia*, R.I. Gen. Laws §§ 23-24.6-1-28, 6-13.1-1-30, 10-1-1 and the *parens patriae* doctrine.

Dr. Utpala Bandy is the Interim Director of the Rhode Island Department of Health. RIDOH is authorized to pursue this action by, *inter alia*, *id.* §§ 23-24.6-1-28.

Defendant Pioneer Investments, LLC is a Rhode Island limited liability company and the owner and/or operator of more than 175 rental income-producing units located within the State.

Defendant Anurag Sureka is the sole member of Pioneer Investments, LLC and a person authorized to act on behalf of the LLC. Mr. Sureka is a resident of Massachusetts.

III. JURISDICTION

This Court has subject matter jurisdiction of this case, under R.I. Gen. Laws §§ 8-2-13, 8-2-14, 10-1-1, 23-24.6-23(c)(1) and Rule 65 of the Superior Court Rules of Civil Procedure. This Court has personal jurisdiction over Defendants in this case based on their presence within the State and/or their operation of rental units within the State, under R.I. Gen. Laws. § 9-5-33.

IV. SUMMARY OF VIOLATED LAW

Clear and long-established Rhode Island and Federal law control lead remediation and repair and rehabilitation in houses with toxic lead paint, where the purpose of such control is to protect individuals — and particularly children — from permanent brain injury and other adverse health effects. These laws are designed to prevent lead poisoning by preventing further dissemination of toxic lead that can be carried in dust and debris from repaired or renovated areas into and through living spaces. These laws have been consistently ignored and violated by Pioneer. While these statutory schemes are more fully set forth in Section VI(B)(3), *infra*, the State offers the following roadmap through the statutory mandates Pioneer has failed to follow:

- **Certificates of Lead Conformance.** State law requires landlords to obtain CLCs for all non-exempt rental properties. CLCs are the State’s primary lead poisoning prevention requirement. *See* Sections V(A), VI(B)(1)–(2), *infra*.
- **Licensing.** State law establishes clear rules as to who may perform work when toxic lead is involved and how to do such work safely. Licensing is an essential prerequisite to safe work because, without proper hands-on training, workers cannot know and therefore cannot adhere to basic safety requirements, like those that follow. *See* Sections V(B)(4), VI(B)(3), *infra*.
- **Start Work Notifications.** Under State law, safe work on homes containing toxic lead begins with a firm filing a start work notification form (“SWN”) with the Department of Health at least seven days before starting work. An SWN is how the Department knows who is performing what work and with what license, when the work will start and finish, where the work is located, and whether occupants have been given educational disclosures. *See* Sections V(B)(6), VI(B)(3), *infra*.

- **Pre-Renovation Notice to Occupants.** Relatedly, State law requires firms to provide occupants with the EPA pamphlet titled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* (“Renovate Right pamphlet” or “pamphlet”) at least seven days before starting work. This informational pamphlet educates occupants on renovation-related lead hazards and empowers them to know when and how to protect themselves in case of unsafe practices. *See* Sections V(B)(5), VI(B)(3), *infra*.
- **Worksite Boundaries.** Closer to when work begins, State law requires firms to prepare the area for work by posting warnings, taking reasonable steps to ensure occupants are not present during certain work activities, and securing worksites against unauthorized entry. These precautions help safeguard occupants as well as passersby from exposure to active and potentially hazardous worksites without adequate personal protective equipment. *See* Sections V(B)(3), VI(B)(3), *infra*.
- **Containment.** State law then establishes standards to ensure that, when work is performed, workers implement containment measures to protect occupants from contamination by the worksite. For example, workers must shield or remove occupant belongings, seal vents, cover windows and entryways with plastic sheeting, and properly store construction waste at the end of each workday. *See* Sections V(B)(1), VI(B)(3), *infra*.
- **Dangerous Paint Removal.** State law is crystal clear on which paint removal methods are safe and approved and which are strictly prohibited. There is one express, enumerated list of approved methods and a second for prohibited methods. For example, dry hand scraping of existing paint followed by repainting (“scrape and paint”) is unconditionally prohibited, except around electrical outlets, because it presents heightened risks of lead dissemination. *See* Sections V(B)(2), VI(B)(3), *infra*.
- **Post-Renovation Cleaning Verification.** After work finishes, State law requires workers to check for lead to confirm that any cleanup *actually cleaned* the worksite. Until a worksite passes a cleaning verification process (comparing a cleaning cloth to a verification card) or a professional dust wipe clearance, owners are obligated to ensure no occupant resumes living in the hazardous former worksite. *See* Sections V(B)(7), VI(B)(3), *infra*.
- **Recordkeeping.** State law obligates firms to retain records required to demonstrate compliance with their safe work obligations. For example, a firm must document that Renovate Right was distributed to occupants and maintain a standard checklist of safety measures taken during the project (e.g., posting warning signs, removing or covering occupant belongings, raising plastic containment barriers, cleaning up worksites, completing post-cleanup verification). *See* Sections V(B)(10), VI(B)(3), *infra*.
- **Upfront Lead Disclosures.** As a baseline, State law also requires owners to disclose known information about the presence of lead in a home to tenants before a lease takes effect. This upfront disclosure not only helps tenants decide whether to lease but also puts them on notice of their need for diligence in case of any unsafe work practices. *See* Sections V(B)(8), VI(B)(3), *infra*.
- **Post-Inspection Lead Disclosures.** Finally, State law imposes a continuing responsibility on owners to notify tenants of any lead inspection results for their home. This disclosure keeps tenants apprised of their home’s lead status and, in doing so, is key to ensuring tenants are not left to learn about lead in their homes until it is too late. *See* Sections V(B)(9), VI(B)(3), *infra*.

To make these protections meaningful and practical, the State’s laws are thorough, specific, and ultimately straightforward to implement. Pioneer has ignored these protective requirements in utter disregard for the law and thereby endangered its tenants, its workers, and the public interest in lead-safe work.

V. FACTS

Pioneer owns and/or operates more than 175 rental units within the State, all of which were constructed prior to 1978 or are located in buildings that were constructed prior to 1978. Ex. A (“Elliott Aff.”) ¶ 2.

A. Pioneer’s Disregard of Its Obligation to Obtain Certificates of Lead Conformance Is Ongoing and Includes Advertising and Leasing Properties for Rent that Lack CLCs

“The CLC is the State’s primary lead poisoning prevention measure.” Ex. B (“Singleton Aff.”) ¶ 3. “Every rental unit in a pre-1978 non-exempt home is required to have [a CLC] prior to its rental.” Singleton Aff. ¶ 3. At the time the initial Complaint in this matter was filed, the State alleged that at least 140 of Pioneer’s rental units lacked required CLCs. Compl. ¶ 66.

Despite the fact that Pioneer is a licensed Lead Renovation Firm (“LRF”) and has taken the lead awareness seminar required of landlords, Pioneer averred that it did not previously think CLCs were required. Ex. C (“Pioneer Dep.”) 38:15–18 (“A. Pioneer [is] . . . a lead renovation firm from a licensed perspective . . .”), 39:14–16 (“Q. And did you ever take a three-hour, what’s called a ‘Lead Awareness Seminar’? A. Yes.”), 78:14–17 (“Q. And you indicated, in your opinion, you didn’t think that CLCs were required all the time before June the 6th; is that right? A. Yes.”). Pioneer has since confirmed that it understands CLCs to be required. Pioneer Dep. 78:18–20 (“Q. Now you understand that [CLCs] are required; is that right? A. Yes.”) (answers provided by Pioneer’s Rule 30(b)(6) designee).

Notwithstanding this admission, as of the date of this filing, at least 34 Pioneer units *still* lack required CLCs. Elliott Aff. ¶ 4. Consumer-tenants also urgently require relief because Pioneer’s advertisement of properties without CLCs — and likewise its unlawful conduct — is brazen, ongoing, and egregious. First, at least one unit without a CLC was being advertised for rent *this very week*. Elliott Aff. ¶ 5. Second, Pioneer advertised at least 20 units without CLCs for rent after June 6, 2023, and prior to this week (i.e., Pioneer did so *during this litigation even after being sued*). Elliott Aff. ¶ 6. This continues Pioneer’s practice of advertising legally non-compliant units for rent, which predates the filing of this lawsuit. Elliott Aff. ¶ 7. In sum, Pioneer has held out for rent dozens of units that did not satisfy the legal requirement to obtain and maintain CLCs. Elliott Aff. ¶¶ 5–7.

Additionally, as part of its regular business practice, Pioneer has leased properties to tenants when those properties did not have CLCs. Ex. D (“Grussi Aff.”) ¶ 7; Ex. E (“Ferreira Aff.”) ¶¶ 3–4; Ex. F (“Velazquez Aff.”) ¶¶ 4, 6(c) (tenant told by Pioneer that property had certificates); Elliott Aff. ¶¶ 8–10 (showing history of CLCs and lack of CLCs at these tenants’ homes: 148 Brookside, 149 Park, 6 Fletcher, respectively).

B. Pioneer Has Violated the State’s Lead Safe Work Practices Rule and Lead Disclosure Rule — Including While This Litigation Has Been Ongoing

Between June 6, 2023 — the date on which the State filed its initial Complaint against Defendants — and the present, Pioneer obtained CLCs for more than 100 units that previously either had no CLCs or had expired certificates. *See* Singleton Aff. ¶ 19(a). In pursuit of at least some of the certificates in the last several months, Pioneer ignored basic and important regulations for lead-safe renovation work.

Pioneer has repeatedly violated many of these key lead-based paint safety regulations at its properties that were built before 1978. *See* Sections V(B)(1)–(11), *infra*. Peeling paint, damage to

walls, and disrepair in key friction surfaces like windows are pervasive in Pioneer properties. *See, e.g.*, Ex. G (“Mottram Aff.”) ¶¶ 5(a)(ii)–(iii), (b)(ii), (c)(i) (chipping, peeling, or otherwise damaged paint); Ferreira Aff. ¶ 5(a)(iii) (same); Ex. H (“Verrill Aff.”) ¶¶ 11(g), 12(e) (same); Ex. I (“Howarth Aff.”) ¶¶ 6(a)(i), 6(a)(v)(2), 6(b)(i) (same); Grussi Aff. ¶ 16(e) (same). Pioneer’s consumer-tenants have logged numerous complaints related to paint, wall, window, and other issues at properties containing lead-based paint. *See, e.g.*, Ex. J (tenant reports of Pioneer attempting to paint over exterior lead paint without proper procedures or permits). Pioneer’s disregard for lead-based paint safety regulations is pervasive, especially in their renovation work and in their non-disclosures to consumer-tenants — *and has remained so even after the State initiated this lawsuit against Pioneer. See* Pioneer Dep. 70:14–17 (“Q. . . . Now, when the RRP [Rule, the lead poisoning prevention framework for property renovation, repair and painting] applies, do you know what your obligations are as a landlord? A. No.”); Singleton Aff. ¶ 11 (citing R.I. Code R. §§ 860-00-00-2, 216-50-15-12, 12.3; R.I. Gen. Laws §§ 42-128.1-7–8) (“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.”).

1. Pioneer Has Failed to Contain Dispersal of Toxic Lead at Its Worksites in the Homes of Consumer-Tenants

State law establishes standards to ensure that, when work is performed, workers implement worksite containment measures, including covering windows and entryways with plastic sheeting, and properly storing construction waste at the end of each workday. *See* Section VI(B)(3), *infra*. These containment measures protect occupants from exposure to the worksite, often through physical barriers like plastic sheeting. Pioneer regularly performs work that requires worksite containment without taking the required measures to protect occupants of homes. *Id.*

At several of its properties, Pioneer has failed to take required containment measures during renovations, risking the exposure of their consumer-tenants, passersby, and workers to toxic lead dust. Howarth Aff. ¶¶ 6(a)–(b)(i); Ferreira Aff. ¶¶ 5(a)(v), 5(c); Pioneer Dep. 133:10–24 (stating that no plastic sheeting was used to contain worksites in units where work was done after June 6, 2023). Pioneer has allowed its consumer-tenants to access some active worksites, and Pioneer has failed to properly maintain and clean up some of its worksites. Howarth Aff. ¶¶ 6(a)(v)(1)–(b)(i); Ferreira Aff. ¶¶ 5(c)(i)(4), 5(c)(ii)(2)–(iii)(1). These violations are consistent with their persistent failure to learn and follow legal requirements for remediation in properties with lead.

2. Pioneer Has Employed Prohibited Paint Removal Practices in the Homes of Its Consumer-Tenants

State law makes it straightforward for landlords, firms, and workers to know which paint removal methods are safe and approved and which are prohibited or strictly controlled. The State’s Lead Safe Work Practices Rule, which is patterned after the Federal Renovation, Repair, and Painting program promulgated by the Environmental Protection Agency, carefully enumerates one list of approved practices and a second list of prohibited practices. *See* Section VI(B)(3), *infra*. The Rule restricts several paint removal practices in order to mitigate and/or avoid entirely the heightened risks of generating or spreading lead dust that those practices run. Work that involves prohibited paint removal practices is regularly performed by Pioneer. *Id.*

In its work, Pioneer has engaged in dangerous methods of removal and disturbance of toxic paint instead of sticking to the list of approved paint removal methods. *See* R.I. Code R. § 216-50-15-12.5.8(C)(1)(b) (listing seven approved paint removal methods and two processes for seeking approval of other methods). In doing so, Pioneer has needlessly exposed consumer-tenants, passersby, and workers to toxic lead. *See, e.g.*, Howarth Aff. ¶¶ 6(a)(i)–(ii), 6(a)(v)–6(b)(i)(3)

(stating that tenants at 260 Lonsdale Avenue had to walk over paint flakes to enter apartments; tenants had to walk over and through worksites to enter and leave; Pioneer workers painted directly over chipping and peeling paint; worksites were not sectioned off; tools and wooden windows with chipping paint were left in common areas and not disposed of; affiant ultimately had to clean up the debris and sweep the area after Pioneer left it like that for days; and an infant child occupied the property during this time); Ex. K (Pioneer ordering scraping, exterior door sanding, and deck and railing sanding at same property); *see also* Ex. L (Pioneer ordering scraping); Verrill Aff. ¶ 12(d)–(f) (tenant at 89 Pond Street watched Pioneer workers paint directly over chipping paint on windows and windowsills without performing any lead tests).

Pioneer’s purchase orders for materials included tools like scrapers, and at least one of its work orders included “scrape and paint” tasks. Ex. M (Pioneer ordering scraping and painting at 99 Oak Street); Ex. N (invoice for 9 Anthony Street for four-edge scraper); Ex. O (same but for 72 Highland Street). Indeed, Pioneer has clearly acknowledged that its workers scrape paint at its properties, including to obtain CLCs. Pioneer Dep. 141:13–22 (“Q. And when that paint is chipping and peeling, and you send one of your workers there to make sure it’s, um, ready to be re-rented . . . including to be ready for a CLC, they paint over that chipping and peeling paint, correct? A. Yes. Q. And they might scrape that paint off with a scraper, and then paint over it, correct? A. Yes.”).

Pioneer ordered materials for painting jobs and completed work at some properties where the amount of damaged toxic paint to be remediated was considerable. For example, at 600 Providence Street in Providence, a lead inspector required Pioneer to paint over walls in order to obtain a CLC. *See* Ex. P (“Akanji Dep.”) 48:9–49:25 (licensed lead inspector stating that Pioneer property located at 600 Providence Street required repainting spanning three floors in order to

receive a certificate); Ex. Q (stating certificates would be issued for same property, thus indicating that needed work was completed).

Similar conduct occurred at 305 Prospect Street in Pawtucket. *See* Ex. R (lead-related citation on city housing inspection for lack of certificates for 305 Prospect Street); Ex. S (City of Pawtucket letter for same property reiterating need for CLCs); Ex. T (inspection report for same property noting poorly maintained interior ceilings with cracks); Pioneer Dep. 197:3–17 (confirming cracking and loose ceiling paint at same property repaired by Pioneer). Pioneer purchased an extensive array of materials to attempt to allay these lead hazard violations. *See* Ex. U (Home Depot invoice for same property including plastic tray liner, popcorn ceiling texture, and gallon of interior paint and primer); Ex. V (invoice for same property including “Reciprocating Saw Blades for Thick Metal Cutting”); Ex. W (invoice for same property including plastic tray liner, paint roller, patch and repair drywall, plastic drop cloths, joint compound, painter’s tape, and p95 particulate replacement filters). Pioneer ultimately confirmed to a government official that it had completed necessary work. *See* Ex. X (email from Pioneer to city official indicating that all violations at same property had been corrected and certificates obtained by mid-September 2023).

The pattern repeats itself at other properties: Pioneer buys materials to scrape and paint, and evidence demonstrates that work was in fact completed but, as shown *infra*, without following the necessary safety precautions to protect residents from toxic lead. At 72 Highland Street in West Warwick, Pioneer purchased, *inter alia*, a four-edge scraper, a carbon wire brush, and exterior paint and primer. *See* Ex. Y (invoice for a Highland Street property including exterior paint and primer, porch and patio floor paint, carbon wire brush, angle sash brushes, and four-edge scraper). Pioneer then completed painting work. *See* Pioneer Dep. 123:14–16 (confirming painting was done at same property); Ex. Z (Pioneer directing worker to begin work at same property).

At 12 Youngs Avenue, the home of a family with a young child, Pioneer received citations for various lead hazard issues. *See* Ex. AA (email between Pioneer and code enforcement showing 12 Youngs Avenue had city code violations, was occupied by a family with a young child, and had not had a recent lead inspection); Ex. BB (Pioneer cited regarding same property for failing to provide lead hazard information to tenants and failing interior surfaces for chipping and peeling paint and holes; Pioneer ordered to repair and repaint chipping and peeling paint “in a lead safe manner”); Ex. CC (municipal notice of violation related to citation). Pioneer then ordered a variety of painting materials and other materials. *See* Ex. DD (invoice for same property including a variety of painting supplies, patch and repair drywall, sealant, and wall vent ducting kit). Finally, Pioneer attempted to perform repairs. *See* Ex. AA (email from Pioneer to code enforcement providing lead certificate for same property and asking to meet to close out violations); Ex. EE (showing Pioneer discussing completed repairs at same property with workers); Pioneer Dep. 207:25–208:2, 209:20–210:3 (confirming Pioneer worker did repairs at same property); *see also* Ex. FF (inspection report passing same property and noting lack of peeling paint).

Remediating lead hazards to protect consumer-tenants from harm in their homes is a good thing — but “remediation” performed using unsafe practices may not only leave the original hazard intact (but invisible), it also creates new exposure to toxic lead dust and risks further harm to residents. *See* Singleton Aff. ¶¶ 16–17. As evidenced by Pioneer’s use of prohibited paint removal practices and the evidence provided below, Pioneer has failed its fundamental obligation as a real estate enterprise to ensure the basic safety of the people, including families and children, who live in its homes.

3. Pioneer Has Failed to Protect Occupants and Other Proximate Individuals While Work Is Done

State law requires firms to take reasonable steps to ensure occupants and passersby are aware of and away from active worksites, including by posting warning signs, taking reasonable steps to ensure occupants are not present during work, and securing worksites against unauthorized or accidental entry. *See* Section VI(B)(3), *infra*. These safety precautions help safeguard individuals against exposure to toxic lead dust and debris. Work that requires such boundary precautions is regularly performed by Pioneer. *Id.*

Even where Pioneer has set up some degree of containment — often to an inadequate or wholly insufficient degree — it has repeatedly failed to take reasonable steps to ensure that consumer-tenants are not home while covered work occurs, including failing to post any signs at their properties before beginning certain covered projects; Pioneer has also failed to secure worksites against unauthorized entry and has, in fact, engaged in covered work *while consumer-tenants are at home*. Howarth Aff. ¶¶ 6(a)(i)–(ii), 6(a)(v)–6(b)(i)(3) (stating that tenants at 260 Lonsdale Avenue had to walk over paint flakes to enter apartments; tenants had to walk over and through worksites to enter and leave; Pioneer workers painted directly over chipping and peeling paint; worksites were not sectioned off; tools and wooden windows with chipping paint were left in common areas and not disposed of; affiant ultimately had to clean up the debris and sweep the area after Pioneer left it like that for days; and an infant child occupied the property during this time); Ferreira Aff. ¶¶ 5(a)(v) (“I . . . observed the first-floor unit with the door open . . . 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.”), 5(c)(i)(4) (“ . . . I would need to ask them to stop their work and step out while I used the bathroom. . . . 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.”), 5(c)(ii)(2) (“[W]orkers had left construction debris, tools, trash in the bedroom.”); *see also* Mottram Aff. ¶ 6(b)(v)(2), (6). At deposition, Pioneer’s Rule 30(b)(6) designee testified as follows:

Q. When doing, um, work on any units after June the 6th, were any tenants rehoused, as in relocated from one unit to another unit, while work was completed?

A. No.

Q. Were any steps taken to block off any work zones through plastic separators or anything like that at any of these tenants’ units where you did work after June the 6th?

A. Separate rooms?

Q. There -- are you familiar with what plastic staging looks like, from your eight-hour lead class; do you remember that part of it?

A. Plastic sheathing?

Q. Uh-huh.

A. Yeah.

Q. Yes. Was any plastic sheathing put up to separate parts of people’s homes from any other parts of people’s homes in any of the units where work was done after June 6th?

A. No.

Q. Were any signs put up on any of the properties after work was done after June 6th, any work at all, designating that it’s a work zone?

A. No.

....

Q. And so was work done in units where tenants were living at the time?

A. Yes.

Pioneer Dep. 133:6–134:3, 134:20–22.

4. Pioneer Has Failed to Hire Properly Licensed Workers

The importance of taking care to hire properly licensed is self-evident from what licensure itself entails, which is proper *training* that equips a professional with the *knowledge* and *practical experience* needed to safely practice the profession. Without the right training, including hands-on components, a worker cannot know and therefore cannot adhere to basic safety requirements when undertaking potentially hazardous work in somebody else’s home. As set forth in Section VI(B)(3), *infra*, work that requires proper lead professional licensing is regularly performed by Pioneer.

Since June 6, 2023, at least some of Pioneer’s workers have not had appropriate licensing to do covered work; for example, at deposition these workers acknowledged that they did not possess a license at all or that they took courses without critical hands-on components, which renders the coursework insufficient to meet licensing requirements. RIDOH, *Lead Training, Certification and Licensing Guidance Document* (2022) (requiring hands-on training component completed in person for proper license); EPA, *Renovation, Repair and Painting Program: Renovator Training*, <https://www.epa.gov/lead/renovation-repair-and-painting-program-renovator-training> (last updated July 11, 2023) (similar); R.I. Code R. § 216-50-15-11.2(A)(8) (“Hands-on training, by definition, must be completed in person.”); Ex. GG (“Igo Dep.”) 9:4–10:21 (stating certification or licensing class was “[j]ust an online class”), 11:6–14 (stating worker does not have an LRF license); Ex. HH (“Greenwood Dep.”) 7:21–8:7 (stating “I don’t hold any licenses” and stating he took one certification class that was online), 8:23–9:1 (stating that Pioneer paid for class).

In addition, Pioneer admitted that it did not verify that one of its vendors, Diamond Cut Painting, had a lead license; yet Pioneer nevertheless directed that vendor to perform covered work. Pioneer Dep. 88:23–89:9 (confirming Pioneer knows how to determine whether a firm or individual has a lead license and stating it did not do so for Diamond Cut Painting); Elliott Aff. ¶ 11; Ex. M (invoice from Diamond Cut Painting for scraping and painting fire escape, scraping and painting house foundation, window wrapping, and painting exterior doors at 99 Oak Street after June 6, 2023); Ex. II (invoice for replacement window for same property).

While Pioneer Investments, LLC is itself a Lead Renovation Firm legally obligated to oversee Lead Safe Work Practices projects, it has both disavowed this responsibility *and* failed to hire another Lead Renovation Firm to do or oversee covered work. Pioneer Dep. 38:17–21 (“A.

Pioneer [is] . . . a lead renovation firm from a licensed perspective[,] . . . but Pioneer has never, ever marketed as lead renovation firm, never acted as a lead renovation firm, and never performed any work as a lead renovation firm.”); 66:1–3 (“Q. Have you hired any lead renovation firms since June the 6th? A. No.”); Igo Dep. 11:13–14 (stating he does not have a Lead Renovation Firm license); Greenwood Dep. 9:5–7 (same).

Pioneer plays an active, day-to-day role in its workers’ activities by directing their work, structuring their workflows, and reviewing and approving requests for materials, which is all activity performed with its LRF license. Igo Dep. 34:3–8 (worker introduces himself to tenants as a Pioneer worker); Greenwood Dep. 12:3–13 (worker checks in daily with Pioneer to get work for the day); Igo Dep. 13:22–14:4 (similar), 36:1–15 (worker uses checklist provided by Pioneer to structure work), 28:23–24 (Pioneer is responsible for worker’s materials); Greenwood Dep. 15:2–25 (same for worker’s materials, and describing how Pioneer reviews and approves Home Depot purchases); Pioneer Dep. 38:15–18 (“A. Pioneer [is] . . . a lead renovation firm from a licensed perspective . . .”).

5. Pioneer Has Failed to Educate, Inform, and Thereby Protect Its Consumer-Tenants by Providing Pre-Renovation Disclosures

With regards to the knowledge and notice rights of consumer-tenants, State law requires renovation firms to provide, among other materials, the Renovate Right Pamphlet at least seven days before starting work and secure a written acknowledgement of receipt. *See* Section VI(B)(3), *infra*. This straightforward notice requirement is essential to educating consumer-tenants about the lead-based hazards that renovation work can present and to alerting them as to the possibility and dangers of unsafe work practices. Work that requires the distribution of these educational materials is regularly performed by Pioneer. *Id.*

However, since at least June 6, 2023, Pioneer has never provided its consumer-tenants with the Renovate Right pamphlet when required to do so. Pioneer Dep. 143:13–17 (“Q. And you’ve never provided the tenants at this property [with] a Renovate Right pamphlet, because you’ve never provided any of your tenants the Renovate Right pamphlet; is that right? A. Yes.”), 133:1–5 (“Q. You didn’t provide the Renovate Right pamphlet to any of these tenants . . . [b]efore doing work on their units; is that right? A. Yes.”); Ferreira Aff. ¶ 5(c)(i)(5); Howarth Aff. ¶ 6(a)(v)(1).

In fact, when presented with a copy of the Renovate Right pamphlet at deposition, Pioneer could not recall seeing it and stated it had not seen the pamphlet since at least June 6, 2023. Pioneer Dep. 131:21–132:5 (“[Q:] And this document is called: “The Lead-Safe Guide to Renovate Right.” . . . [Pioneer’s Rule 30(B)(6) Designee:] I don’t remember recently having seen this. . . . Q. Have you seen it since June 6th, or so? A. No.”).

6. Pioneer Has Failed to File Start Work Notifications Before Beginning Work in the Homes of Consumer-Tenants

A Start Work Notification (“SWN”) is a one-page form that a firm must file with the Department of Health before starting covered work to detail project information like who is performing the work, what their lead firm licensure is, when the work will start and finish, where the work is located, and whether other requirements have been met like distributing pre-renovation disclosures to occupants.¹ SWNs are required prior to the commencement of work “to ensure that workers follow lead-safe work practices if DOH may undertake a spot inspection . . .” Singleton Aff. ¶ 14. Work that requires filing an SWN is regularly performed by Pioneer. *See* Section VI(B)(3), *infra*.

¹ The SWN form is publicly available at <https://health.ri.gov/forms/notification/LeadStartWork.pdf>.

The Department of Health recognizes “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* [R.I. Code R. § 216-50-15-12.5.4].” Singleton Aff. ¶ 14 (emphasis added). These RIDOH regulations set forth the time period before work begins in which an SWN must be filed, which is generally seven days.² “Consequently, [SWNs] are very important to the State’s (and national) efforts to reduce toxic lead exposure in Rhode Islanders.” Singleton Aff. ¶ 14.

At least since June 6, 2023, Pioneer has never submitted an SWN to RIDOH, despite undertaking covered projects. Singleton Aff. ¶¶ 19(a), (d) (“Since June 6, 2023, Pioneer has purported to obtain CLCs in over 100 units owned by Pioneer. . . . Prior to obtaining CLCs, *not a single* Start Work Notification was received by RIDOH related to any of these Pioneer units that obtained CLCs.”) (emphasis added); Pioneer Dep. 89:20–23 (“Q. . . . Have any [SWNs] been filed by you, or anyone working for you, prior to any work done on your properties since June the 6th? A. No.”), 143:7–12 (“Q. And you never filed [an SWN] related to this property because you never filed [an SWN] related to *any of your properties* [after June 6, 2023]; right? 12 A. Yes.”) (emphasis added); *see* Section V(B)(11), *infra* (illustrating violations at specific properties).

7. Pioneer Has Failed to Check for Lead Dust and Other Forms of Toxic Lead After Finishing Work in the Homes of Consumer-Tenants

After workers complete a project in somebody’s home, under State law, they are not only required to clean the worksite but to *verify* that the worksite is safe for re-entry by following a

² For example, “[f]or any RRP project that includes window replacement, interior mechanical paint removal, interior or partial demolition, or for which a variance from this Part was granted by the Department, a complete and accurate Start Work Notification (Form PBLC-9) must be received by the Department at least seven (7) days before the work begins.” R.I. Code R. § 216-50-15-12.4.2(A).

cleaning verification process, wherein a cleaning cloth is compared with a verification card, or by ordering a professional lead dust wipe clearance. *See* Section VI(B)(3), *infra*. Cleaning verification helps to ensure that a worker’s cleanup actually cleaned the area of toxic lead dust, which is why owners are obligated to ensure no occupant resumes living in the former worksite until such verification is complete. *Id.* Pioneer regularly performs work that requires proper cleanup and subsequent cleaning verification. *See* Section VI(B)(3), *infra*.

Yet Pioneer has not properly followed post-renovation cleaning verification processes to ensure that no toxic lead dust remains after work has concluded. For example, Pioneer has not tested for the presence of lead in their pre-1978 rental properties after performing renovation activities since June 6, 2023. Pioneer Dep. 134:4–19 (review of cleaning process; no mention of cleaning verification processes, cleaning verification cards, or lead tests being done); Greenwood Dep. 102:7–24 (same omissions when asked about cleanup); Igo Dep. 93:9–95:4 (same).

In fact, Pioneer did not test for lead before, during, or after performing any work at any of its properties, at least since after June 6, 2023. Pioneer Dep. 143:3–6 (“Q. You know you’ve never performed a lead test at this property because you’ve never performed a lead test at any of your properties; right? A. Yes.”), 77:18–78:8 (“Q. . . . [W]hat we were trying to understand is whether any subcontractor, worker of Pioneer, including yourself, Anurag Sureka, had done any sort of lead test on any Pioneer property at any time? . . . A. I don’t think so.”), 82:9–13 (stating Pioneer keeps no records of paint conditions before work was done); Verrill Aff. ¶ 12(f) (“At no point did I observe any of [the Pioneer team] perform a lead test before painting the window.”); Greenwood Dep. 13:14–16 (“Q. . . . [D]o you usually take lead tests before you start working? A. No, sir.”). Of course, by failing to test, Pioneer can more effectively ignore required lead remediation practices.

8. Pioneer Has Failed to Provide an Up-Front Lead Disclosure to Some Consumer-Tenants

As a baseline for a consumer-tenant’s knowledge of their home, State law requires owners to disclose known information about the presence of lead in a home before a lease takes effect. *See* Section VI(B)(3), *infra*. This upfront disclosure not only helps tenants decide whether to lease but also puts them on notice for the duration of any lease as to whether their diligence is required as to lead hazards and, consequently, unsafe work practices. *Id.* These upfront disclosures are required from Pioneer for all its leases. *Id.*

Nevertheless, Pioneer has failed to provide at least one consumer-tenant — who had small children — with required up-front lead disclosures, including a disclosure regarding any known information about the presence of lead-based paint and/or environmental lead hazards at the property and a disclosure of all available certificates for the property, and the consumer-tenant had even asked about lead hazards because of her small children. Grussi Aff. ¶¶ 16(c)–(d) (tenant with small children told by Pioneer not to worry after asking about lead hazards in her home; “Pioneer did not provide me with a lead disclosure regarding any known lead hazard on or at the property or inform me as to whether or not they had obtained a lead certificate for my unit.”).

9. Pioneer Has Failed to Provide Post-Inspection Lead Disclosures to Consumer-Tenants

Related to the upfront disclosure requirement, State law imposes a continuing obligation on owners to notify tenants of any lead inspection results for their home within seven days of the owner’s receipt of the same. *See* Section VI(B)(3), *infra*. The timely disclosure of these inspection results is essential to maximizing the notice tenants have of lead hazards in their homes. If otherwise left in the dark, tenants — including any children — may be left to function as “canaries in the coalmine” who learn of lead hazards through a poisoning. *Cf.* Singleton Aff. ¶ 9.

Pioneer owes these disclosures to all its consumer-tenants, and yet it has received various reports following lead inspections and has failed to timely notify occupants as required by law. Verrill Aff. ¶¶ 12(h)–(i) (tenant unaware of results for lead inspection she witnessed); *see* Ferreira Aff. ¶¶ 5(a)(i)–(iv) (tenant witnessed an inspection and received a CLC more than six months later).

10. Pioneer Has Failed to Keep Required Compliance Records

Accompanying many of these safety and disclosure requirements under State law is the basic requirement to keep all records necessary to demonstrate compliance. *See* Section VI(B)(3), *infra*. For example, a firm must document that Renovate Right was distributed to and received by occupants, and workers must complete a standard checklist of the safety measures required for work projects (e.g., confirming that work signs were posted, occupant belongings were removed or covered, plastic barriers were raised). *Id.* These compliance records are key to verifying whether the State’s safe work practices and disclosure rules have been followed.

Pioneer, as a Lead Renovation Firm, is required to keep records of its compliance with the Lead Safe Work Practices Rule. Pioneer Dep. 38:17–18 (“A. Pioneer [is] . . . a lead renovation firm from a licensed perspective . . .”). However, in direct contravention of its obligations, Pioneer has apparently not kept important records of its renovation activities or its compliance with the Rule. *See* Pioneer Dep. 82:9–13 (“Q. Okay. In properties where work was done post-June the 6th, work of any kind, did Pioneer maintain any records with regard to, um, the paint condition of those units before work was done? A. No; there was no such record.”); *cf.* Pioneer Dep. 25:3–12 (“Q. Okay. Do you, um, keep notes on things related to Pioneer: handwritten notes, notes in your cell phone; any sort of notes? A. No.”).

11. Violations at Specific Pioneer Rental Properties

i. 260 Lonsdale Avenue, Pawtucket, RI

The property at 260 Lonsdale Avenue in Pawtucket was built before 1978, was owned by Pioneer until approximately September 2023, and as of Spring and Summer 2023 was home to multiple families, including at least one with an infant child. Pioneer Dep. 236:18–237:2 (discussing sale of 260 Lonsdale Avenue); Elliott Aff. ¶ 2; Howarth Aff. ¶ 5. Pioneer performed numerous renovations at this property that fall within RRP regulations, including window replacement, door replacement, porch replacement, and extensive painting. Howarth Aff. ¶¶ 6(a) (porch replacement and painting), 6(b) (window and door replacement). Pioneer performed window and door replacements sometime in Spring 2023, and it performed the porch replacement sometime in or around June 2023. Howarth Aff. ¶¶ 6(a)(v), 6(b)(i). Tenants reported that Pioneer undertook painting activities in or around, at least, June 2023. Howarth Aff. ¶ 6(a)(v). At the time of all these activities, the property had peeling paint on both the interior and exterior, where work was being done. Howarth Aff. ¶¶ 6(a)(i)–(ii), 6(a)(v)(1), 6(b)(i); Ex. JJ (inspection report noting lead, peeling paint, and lack of CLCs); Ex. KK (photos from municipal code enforcement agency showing peeling paint on interior walls and ceilings); Howarth Aff. Internal Exs. A, B (tenant photos of porches with damaged paint); Ex. LL (email to code enforcement reporting tenant complaints that Pioneer is attempting to paint over exterior lead hazards without permits and noting presence of infant child and proximity to school).

In disregard of the safety of the property’s occupants, which included an infant child, Pioneer took no discernable steps to implement containment measures, did not clean the property at the end of each workday, and posted no signs to warn residents and passersby of the work. *See* Howarth Aff. ¶ 6, Internal Exs. D–G. Pioneer also made no effort to distribute the Renovate Right pamphlet to any of the consumer-tenants. Howarth Aff. ¶¶ 6(a)(v)(1), 6(b)(i)(1). These notices

would have informed these families of the danger to which they were exposed and of their rights to protection. Additionally, Pioneer conducted no lead tests at the conclusion of work that occurred over the summer. Pioneer Dep. 143:3–6. Indeed, Pioneer’s disregard of the safety of its consumer-tenants was so extreme that it failed to clean up the construction debris and allowed consumer-tenants to walk through the work zone on a daily basis, flouting Lead Safe Work Practices obligations that would prevent the tracking of toxic lead dust into homes. *See* Howarth Aff. ¶ 6, Internal Exs. D–G.

ii. 149 Park Avenue, Woonsocket, RI

At 149 Park Avenue in Woonsocket, in June 2023, after the original Complaint in this matter was filed, Pioneer gutted large sections of ceiling in the bathroom and a bedroom of an occupied unit to make repairs, committing multiple and dangerous violations in the process. Ferreira Aff. ¶ 5(c) (“On or around June 27, 2023[,] . . . 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.”); Pioneer Dep. 217:12–16 (confirming ceiling was repaired but unable to recall the size of the repair); Ex. MM (invoice for Park Avenue property including two 4’ by 8’ gypsum panels); Pioneer Dep. 215:7–216:3 (suggesting invoice was for 149 Park Avenue).

Although required to do so, Pioneer failed to file any SWNs for this property with RIDOH prior to this work being done. *See* Singleton Aff. ¶ 19(d). Pioneer also failed to take sufficient precautions to contain the work area. Pioneer Dep. 133:20–24. Pioneer allowed the consumer-tenant to access the work zone without sufficient protective measures or cleaning, and Pioneer failed to clean the worksite or remove debris from the unit during the consumer-tenant’s simultaneous occupancy. Ferreira Aff. ¶ 5(c)(i)(4). Pioneer failed to provide the consumer-tenant

with the Renovate Right pamphlet. Ferreira Aff. ¶ 5(c)(i)(5). Pioneer conducted no lead tests after the work was finished. Pioneer Dep. 143:3–6.

iii. 89 Pond Street, West Warwick, RI

In July 2023, barely one month after the State originally filed this suit, Pioneer repeated its violative practices and painted directly over chipping and peeling paint on windows at 89 Pond Street in West Warwick while the consumer-tenant was home. Verrill Aff. ¶¶ 12(e)–(h). Pioneer undertook this painting work mere hours before a lead inspection was done. Verrill Aff. ¶¶ 12(g)–(h). Pioneer should have — but failed to — comply with the requirements of a lead inspection prior to leasing the property, but instead, it scrambled to cover up a dangerous pre-existing condition and placed the health and safety of occupants at risk.

More specifically, Pioneer painted over the damaged paint without properly preparing the surface by removing all loose paint and any other loose materials from the surface. Verrill Aff. ¶¶ 12(e)–(f). Pioneer did this hazardous work while the consumer-tenant was home and present to see the painting happening. Verrill Aff. ¶¶ 12(e)–(h). Pioneer never provided the consumer-tenant with a Renovate Right pamphlet. Verrill Aff. ¶ 12(j). The consumer-tenant was also never provided with the results of an inspection she witnessed. Verrill Aff. ¶¶ 12(h)–(i).

iv. 12 Youngs Avenue, West Warwick, RI

A young child lived at 12 Youngs Avenue where Pioneer, without submitting an SWN and without adhering to legally-mandated renovation practices, performed extensive covered activities — filling large holes in painted walls and ceilings and repainting chipping and peeling paint throughout the property — between June and August of 2023 *after this lawsuit began*. Ex. AA; Ex. NN (minimum housing inspection report from June 13, 2023, citing property for variety of issues including failure to provide tenants with lead hazard information and interior surfaces with

peeling and chipping paint and holes); Ex. OO (invoice for paint and primer, paint roller covers, patch and repair drywall); Ex. PP (inspection report from August 2023 passing interior surfaces and noting repairs to walls and to peeling paint).

Before beginning work in their home, Pioneer did not provide the consumer-tenants with the Renovate Right pamphlet. Pioneer Dep. 143:13–17, 133:1–5. Pioneer did not take sufficient containment measures. Pioneer Dep. 133:10–24. Pioneer conducted no post-renovation lead tests. Pioneer Dep. 143:3–6.

v. 7 Bowen Court, West Warwick, RI

At 7 Bowen Court, an occupied multi-unit property in West Warwick, Pioneer carried out numerous renovations sometime in Summer 2022 in violation of the Lead Safe Work Practices Rule. At this property, where there appeared to be a child’s bedroom, Pioneer made repairs to chipping and peeling paint on walls, trim, ceilings, windows, floors, and doors throughout the property between June and August of 2022. Akanji Dep. 50:22–24, 52:2–3, 52:6–13 (noting child’s bedroom while detailing inspection performed around August or September of 2022); Ex. QQ (failed inspection report from June 2022 noting variety of lead hazards); Akanji Dep. 53:2–12 (detailing paint issues); Ex. RR (photo from city inspection showing chipping paint); Ex. SS (same showing severe peeling paint on interior door); Ex. TT (same showing plywood floor and chipping and peeling paint on doorframe); Ex. UU (inspection report from August 2022 noting passed inspection in several areas that were repainted or otherwise repaired).

Consumer-tenants living at this property during these significant renovations were deprived of the legally required explanation of their rights and notice of the dangers posed by unsafe renovations because Pioneer did not provide them with Renovate Right pamphlets. Pioneer Dep. 131:21–132:5 (failing to recognize Renovate Right pamphlet), 143:13–17 (“Q: And you’ve

never provided the tenants at this property [with] a Renovate Right pamphlet, because you've never provided any of your tenants the Renovate Right pamphlet; is that right? A. Yes.”).

vi. 93 Tweed Street, Pawtucket, RI

At the 93 Tweed Street home of an elderly tenant in Pawtucket, a gaping hole in a painted bathroom ceiling required repairs in September 2023. Ex. VV (photo from elderly tenant showing her bathroom ceiling). After this lawsuit began, Pioneer made repairs that would have involved work on a considerable area of the room's ceiling. *See* Ex. WW (inspection report from June 16, 2023, identifying ceiling issue); Ex. VV (elderly tenant's ceiling photo); Ex. XX (September 2023 Pioneer email indicating completed renovation work).

Pioneer did not file an SWN prior to the start of work. *See* Singleton Aff. ¶¶ 19(a), (d); Pioneer Dep. 143:7–12, 89:20–23. Renovate Right pamphlets were not distributed to any consumer-tenants. Pioneer Dep. 143:13–17, 133:1–5. The work area was neither sufficiently contained with plastic sheeting nor blocked off to prevent access by the consumer-tenants. Pioneer Dep. 133:10–24. No lead tests were conducted before or after the renovation activities. Pioneer Dep. 143:3–6.

At deposition, a Pioneer worker explained that he did not need to follow RRP requirements in this tenant's home because he viewed the repair as being to “sheetrock” in the ceiling. Greenwood Dep. 107:4–14. However, the State's Lead Safe Work Practices Rule applies in this situation, and the repair is not subject to Defendants' *post hoc* assertion of an exception. The Rule provides an exemption for projects “[d]isturbing painted surfaces which do not contain lead-based paint, *as determined by a Lead Inspector, Lead Assessor, or Lead Renovator.*” *Id.* § 216-50-15-12.3.1(A)(1) (emphasis added); *see also* EPA, *Lead-Based Paint Program Frequent Questions* 35 (Oct. 28, 2023) (responding to “If a renovation is taking place in a home built in 1950, but in an

addition that was built in 1980, does the RRP Rule apply to the renovation?” with an affirmative answer).

Under the Lead Safe Work Practices Rule, the Pioneer worker was not one of the three kinds of lead professionals qualified to make a determination about the presence of lead. *See* R.I. Gen. Laws § 216-50-15-12.3.1(A)(1); Greenwood Dep. 9:2–7, 117:12–25 (“Q. . . . [D]o you hold any other type of certificates or licenses in any way? A. No, sir, just [an OSHA Certification for Confined Spaces and Gases], and the RRP certification that I received from the class I took.”).

Even assuming the Pioneer worker was appropriately licensed, he would have been required to use a lead test kit or a paint chip sampling and lab analysis, R.I. Code R. §§ 216-50-15-12.3.1(A)(1), 216-50-15-5.7.2(A)(3); however, he did not, Pioneer Dep. 143:3–6.

VI. ARGUMENT

A. Legal Standard

Because the legislature has authorized the State to seek injunctive relief as a statutory remedy for violations of the DTPA, the State need only show (1) that it can establish a reasonable likelihood of success on the merits (i.e., that the law has been violated) and (2) that the proposed relief is in the public interest. *See* R.I. Gen. Laws § 6-13.1-5(a). “The DTPA is a remedial act[,] and it should be liberally construed,” *Long v. Dell, Inc.*, 984 A.2d 1074, 1081 (R.I. 2009) (“*Long I*”), and this two-factor approach is reflected in the text of the DTPA, which authorizes the Attorney General to “bring an action in the name of the state against [any] person to restrain by temporary or permanent injunction the use of [any] method, act, or practice” whenever (1) such person “is using, has used, or is about to use” such means in violation of the law and (2) “proceedings would

be in the public interest,” R.I. Gen. Laws § 6-13.1-5(a).³ The DTPA then authorizes this Court “to issue temporary or permanent injunctions to restrain and prevent violations of [the DTPA].” *Id.* § 6-13.1-5(b).

This two-factor test for statutory injunctive relief is consistent with judicial interpretations of the Federal Trade Commission Act (“FTCA”), 15 U.S.C. § 45, which requires courts “(i) to weigh equities; and (ii) to consider the FTC’s likelihood of ultimate success before entering a preliminary injunction.” *F.T.C. v. World Wide Factors, Ltd.*, 882 F.2d 344, 346 (9th Cir. 1989).⁴ The legislature has indicated that such interpretations are to be given great weight when courts construe the DTPA. *Cf.* R.I. Gen. Laws § 6-13.1-3 (“It is the intent of the legislature that in construing §§ 6-13.1-1 and 6-13.1-2 due consideration and great weight shall be given to the interpretations of . . . the federal courts relating to [the FTCA].”).

As to the State’s other claims, this two-factor approach is likewise applicable in accord with the standards other states apply to preliminary injunctions sought by government movants. *See Com. v. Fremont Investment & Loan*, 897 N.E. 2d 548, 555 (Mass. 2008) (“Before issuing a preliminary injunction, the judge must determine that the plaintiff has shown a likelihood of

³ This emphasis on restraining violations and promoting the public interest are also reflected in the State’s lead regulations. The State’s Lead Poisoning Prevention Rule expressly authorizes the State to pursue civil remedies, including injunctive relief, to “enforce federally delegated provisions, responsibilities, and requirements of the US Environmental Protection Agency (EPA)” (i.e., the Lead Safe Work Practices Rule) in order to “[p]rotect the public health and public interest by . . . minimiz[ing] public, occupant, and worker exposure to environmental lead and prevent childhood lead poisoning.” *See* R.I. Code R. §§ 216-50-15-3.6.4(A)(7), 3.1.2(A)(2)–(3).

⁴ *See also F.T.C. v. Pukke*, 795 F. App’x 184, 188 (4th Cir. 2020) (unpublished opinion) (“District courts can enter preliminary injunctions under § 13(b) ‘[u]pon a proper showing that, weighing the equities and considering the Commission’s likelihood of ultimate success, such action would be in the public interest.’”); *F.T.C. v. Consumer Def., LLC*, 926 F.3d 1208, 1212 (9th Cir. 2019) (In cases where a statute expressly authorizes injunctive relief, “irreparable injury should be presumed from the very fact that the statute has been violated.”); *F.T.C. v. Grand Teton Pros., LLC*, No. 3:19-CV-933 (VAB), 2019 WL 4439501, at *2 (D. Conn. June 18, 2019) (applying same standard to FTC’s motion for Temporary Restraining Order under Fed. R. Civ. P. 65(b)).

success on the merits *If the plaintiff is the Attorney General*, the judge must then determine that the requested order promotes the public interest, or, alternatively, that the equitable relief will not adversely affect the public.”) (cleaned up) (emphasis added); *State ex rel. Hatch v. Cross Country Bank, Inc.*, 703 N.W.2d 562, 573 (Ct. App. Minn. 2005) (“The district court had only to consider whether the *state* showed that appellants violated . . . the statutes involved and whether injunctive relief would fulfill the legislative purpose of the statutes.”) (citations omitted) (emphasis added).⁵

Alternatively, under the traditional four-factor test, the State nevertheless prevails based on (1) the moving party’s reasonable likelihood of success on the merits of the claim; (2) the irreparability of the harm if preliminary relief is not granted; (3) the balance of the equities, including possible hardships to each party and to the public interest; and (4) for a mandatory injunction, the moving party’s showing that a “very clear” right to the injunction is sufficiently urgent. *See Pine v. Kalian*, 723 A.2d 804, 805 (R.I. 1998) (upholding Superior Court’s issuance of preliminary injunction to abate lead hazards); *see also King v. Grand Chapter of Rhode Island Order of Eastern Star*, 919 A.2d 991, 995 (R.I. 2007) (enumerating considerations in cases involving “mandatory preliminary injunctions”).

The central issues, regardless of which test is used, are whether Pioneer has likely committed or is committing statutory violations, thereby injuring the public interest, especially as expressed through those statutes, and whether the proposed relief promotes the public interest.

⁵ *See also Com. v. Mass. CRINC*, 466 N.E.2d 792, 798 (Mass. 1984) (“[B]ecause the Attorney General is empowered to enforce . . . the Consumer Protection Act . . . , the judge who decides whether an injunction should issue needs to consider specifically whether there is a likelihood of statutory violations and how such statutory violations affect the public interest.”); *see also Carroll v. Marzilli*, 915 N.E.2d 268, 270–71 (Mass. App. Ct. 2009) (“[W]hen the government acts to enforce a statute or make effective a declared policy [of the legislature], the standard of public interest and not the requirements of private litigation applies.”) (cleaned up).

B. The State Can Establish a Reasonable Likelihood of Success on the Merits

1. The State Is Likely to Establish that Pioneer’s Operation of Its Residential Rental Enterprise Violates the DTPA

i. Unlawful Conduct Under the DTPA

The State is likely to succeed on the merits of its claims that Pioneer has violated and continues to violate the DTPA. Under the DTPA, it is unlawful to engage in “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” R.I. Gen. Laws § 6-13.1-2. The DTPA enumerates various activities that constitute a violation of the statute, including “[c]ausing likelihood of confusion or of misunderstanding as to the . . . approval[] or certification of goods or services,” *id.* § 6-13.1-1(6)(ii); “[r]epresenting that goods or services have . . . approval[] [or] characteristics . . . that they do not have,” *id.* § 6-13.1-1(6)(v); and “[r]epresenting that work has been performed on . . . goods when the work was not in fact performed,” *id.* § 6-13.1-1(6)(xviii).

The DTPA also defines a catch-all violation of “[e]ngaging in any act or practice that is unfair or deceptive to the consumer,” *id.* § 6-13.1-1(6)(xiii), and the Rhode Island Supreme Court has defined “unfair” and “deceptive” under the DTPA in *Long v. Dell, Inc.*, 93 A.3d 988 (R.I. 2014) (“*Long II*”).

To determine that a practice is “unfair” under the DTPA, Rhode Island courts weigh three factors: “(1) [w]hether the practice, without necessarily having been previously considered unlawful, offends public policy as it has been established by statutes, the common law, or otherwise — whether, in other words, it is within at least the penumbra of some common-law, statutory, or other established concept of unfairness; (2) whether it is immoral, unethical, oppressive, or unscrupulous; (3) whether it causes substantial injury to consumers (or competitors or other businessmen).” *Id.* at 1000 (citations omitted). The State “need not establish every factor” and

“may prove unfairness by showing that a trade practice meets one factor to a great degree or two or three factors to a lesser degree.” *Id.* at 1001.

To show that a practice is “deceptive” under the DTPA, the State must show “[1] a representation, omission, or practice, that [2] is likely to mislead consumers acting reasonably under the circumstances, and [3], the representation, omission, or practice is material,” meaning “involv[ing] information that is important to consumers and, hence, likely to affect their choice[s].” *Id.* at 1003 (citations omitted).

ii. Pioneer’s Conduct Is Unfair and Deceptive Under the DTPA

Pioneer’s operation of its residential rental enterprise has violated and continues to violate the DTPA. Pioneer has been in the business of renting residential dwelling units in the State for at least ten years. Elliott Aff. ¶ 1. Pioneer has solicited consumer-tenants through advertisements for legally insufficient properties, Elliott Aff. ¶¶ 5–7, and gone on to lease those properties to consumer-tenants. It has participated in the residential rental market as a large landlord, competing with other landlords who also offer residential rental services. Pioneer Dep. 94:1–10. As a market participant itself, Pioneer has violated the DTPA by representing to consumer-tenants that its units conform to material provisions of State law when, in fact, the units are non-compliant and, therefore, legally insufficient to advertise and rent.

First, as part of its regular business practice, Pioneer has leased properties to tenants when those properties did not have CLCs as required by law. Grussi Aff. ¶ 7; Ferreira Aff. ¶¶ 3–4; Velazquez Aff. ¶¶ 4, 6(c) (tenant told by Pioneer that property had certificates); Elliott Aff. ¶¶ 8–10 (showing history of CLCs and lack of CLCs at these tenants’ homes: 148 Brookside, 149 Park, 6 Fletcher, respectively); R.I. Code R. § 860-00-00-2.6(A) (requirement that property owners document lead safe compliance under LHMA).

Pioneer violated the DTPA in several ways by offering and entering into leases for non-compliant properties. First, Pioneer’s lease agreements obligated consumer-tenants to rent homes that would be reasonably presumed to comply with the law when they did not, thus creating a likelihood of “misunderstanding as to the . . . certification” of the homes. R.I. Gen. Laws § 6-13.1-1(6)(ii). Second, by leasing a property to a consumer-tenant, Pioneer has represented that the subject property was habitable and legally sufficient when in fact, because it lacked a CLC, it lacked these characteristics. *Id.* § 6-13.1-1(6)(v). Third, by leasing these pre-1978 properties to consumer-tenants as if they complied with the CLC requirement, Pioneer represented that any work needed to receive a CLC had been done, when that work had “not in fact [been] performed.” *Id.* § 6-13.1-1(6)(xviii). Fourth, Pioneer’s leasing of non-compliant properties satisfies the catch-all standard for unfair practices because it (1) offends public policy as established by the LHMA, R.I. Code R. § 860-00-00-2.6(A) (CLC requirement); (2) is both unethical and unscrupulous because it undercuts law-abiding landlords in the market and takes advantage of consumer-tenants in a tight housing market; and (3) risks substantial injury to consumer-tenants who may be unwittingly exposed to lead toxins. *Long II*, 93 A.3d at 1000. Fifth, Pioneer’s practice also satisfies the standard for deceptive practices because (1) Pioneer represented a property had a CLC or omitted to clarify that it did not, (2) that representation or omission was likely to lead a consumer-tenant to believe the property was legally sufficient based on a reasonable belief that the law is being followed by market participants, and (3) whether a pre-1978 property has a CLC to evidence compliance with the State’s lead hazard mitigation standard is important information for many consumers, especially those with young children. *Id.* at 1003.

Second, *while this lawsuit has been ongoing*, Pioneer has advertised properties for rent that lacked required CLCs. Elliott Aff. ¶¶ 5–6. This recent and continuing violation of the law

constitutes a brazen and egregious violation of the DTPA for similar reasons. These open advertisements — many were active online solicitations offering leases — are essentially the gateway to a subsequent violation that occurs when Pioneer actually leases these properties.

These advertisements for legally insufficient rental units, first, create a likelihood of misunderstanding as to whether the properties are appropriately certified with a CLC, R.I. Gen. Laws § 6-13.1-1(6)(ii); second, they lead to the impression that Pioneer’s offerings have the characteristics of habitability and legal sufficiency under the LHMA when they do not, *id.* § 6-13.1-1(6)(v); and third, they appear to signify that the offered pre-1978 property has had the work done that is needed to obtain a CLC and be lawfully offered on the market, when that work has not been done, *id.* § 6-13.1-1(6)(xviii). Fourth, these advertisements also constitute an unfair practice as to both consumer-tenants — marketplace participants who view the advertisements — and law-abiding landlords — marketplace competitors who invest in their properties to comply with the State’s public policy of holding its housing stock to a lead hazard mitigation standard. *See Long II*, 93 A.3d at 1000. Fifth and finally, these advertisements constitute a deceptive practice as to consumer-tenants who would be reasonably misled by the representation and omission and who might then take actions, including signing leases, that they otherwise might not have. *See id.* at 1003.

This leasing and advertising of legally insufficient properties establishes a prima facie case of DTPA violations by Pioneer. The State need only establish a prima facie case under one of the DTPA’s definitions of unfair or deceptive practices, but this evidence satisfies at least several. R.I. Gen. Laws §§ 6-13.1-1–2.

2. The State Is Likely to Establish that Pioneer’s Operation of Its Residential Rental Enterprise Violates the LHMA

Pursuant to the LHMA, Pioneer’s properties are subject to the State’s lead hazard mitigation standard. *See id.* §§ 42-128.1-2–14; R.I. Code R. § 860-00-00-2. Pioneer’s operation of its residential rental enterprise has violated and continues to violate the LHMA and its implementing regulations, which require Pioneer to obtain and maintain CLCs for its pre-1978 properties. *Id.* § 860-00-00-2.6(A).

When the legislature passed the LHMA, it found that “Rhode Island’s rental housing stock is older and lead hazards are widespread” and that “[c]hildren in Rhode Island . . . have been victims of lead poisoning at disproportionately high rates.” *Id.* § 42-128.1-2. Against this backdrop, the purpose of the LHMA was to “increase the supply of rental housing in Rhode Island in which lead hazards are, *at a minimum*, mitigated.” *Id.* § 42-128.1-3 (emphasis added). The legislature declared that the “standards . . . for lead hazard mitigation in pre-1978 housing shall be considered *basic housing standards*,” *id.* § 42-128.1-11 (emphasis added), and the legislature charged the Housing Resources Commission with adopting rules for a lead hazard mitigation standard, *id.* § 42-128.1-7. The Commission promulgated those rules in R.I. Code R. § 860-00-00-2 for “owners of pre-1978 residential rental properties . . . to achieve lead safe compliance.” *Id.* § 860-00-00-2.2. The implementing rules for the LHMA require, “[*a*]s a *minimum*, [that] an Owner shall have [a CLC].” *See id.* § 860-00-00-2.6(A) (emphasis added) (requiring either a CLC or other lead-safe certification).

At this time, Pioneer is violating the LHMA dozens of times over by failing to obtain and maintain a certification that establishes its properties meet the State’s minimum lead hazard mitigation standard. *See* R.I. Code R. § 860-00-00-2.5.6(A) (detailing owner obligations to maintain CLCs). At least 34 units owned by Pioneer still lack CLCs, even after months of litigation have put Pioneer on notice of its obligation. Elliott Aff. ¶ 4.

3. **The State Is Likely to Establish that Pioneer Has Violated the State’s Lead Safe Work Practices Rule and Lead Disclosure Rule**

Pioneer has failed to comply with at least ten important elements of the State’s Lead Safe Work Practices Rule and Lead Disclosure Rule. *Id.* §§ 216-50-15-12, 216-50-15-3. These rules work together to safeguard the health and wellbeing of consumer-tenants, workers, and other proximate individuals against lead hazards. The rules accomplish this by giving property owners everything they need to engage in work at their properties while reducing the accompanying risk of toxic lead exposure. The rules also work together to keep consumer-tenants in pre-1978 housing informed about their homes and work done in their homes, because basic awareness is key to poisoning prevention and their self-protection.

The fundamentals of the State’s rules for lead-safe RRP practices fall into straightforward, intuitive categories: training, licensure, lead-safe workmanship, proper clean-up, and notice to those who may be affected by work.⁶ Pioneer has committed violations in each of these areas and has even done so during the pendency of this litigation.

First, Pioneer has failed to contain its worksites, in violation of R.I. Code R. § 216-50-15-12.5.4. The Lead Safe Work Practices Rule requires renovators to cover belongings in occupied units with plastic sheeting or to remove those objects, to seal vents and ducts in construction zones, to cover windows and doors with plastic sheeting, and to collect and properly store waste and construction waste at the end of each workday. *Id.* The Rule also requires that reasonable efforts be taken to ensure no unauthorized person enters a containment area until the area passes a cleaning

⁶ A publicly accessible summary is available on the Department of Health’s website. RIDOH, *Lead Poisoning Information for Landlords*, <https://health.ri.gov/healthrisks/poisoning/lead/for/landlords/> (explaining landlords’ obligations to hire licensed lead professionals for RRP work, safely correct lead hazards, disclose lead hazards to tenants, and provide tenants with lead certificates and notice forms).

verification or dust wipe test. *Id.* §§ 216-50-15-12.5.2(D), 216-50-15-12.5.5(A), 216-50-15-12.6. After a renovation has been completed, workers must also clean the worksite until no dust, debris, or residue remains. *Id.* § 216-50-15-12.6.1(A) (incorporating EPA’s cleaning standards).

Pioneer’s failure to follow appropriate containment procedures during renovations has risked the exposure of its consumer-tenants, passersby, and workers to toxic lead dust in several ways. First, Pioneer has failed to take reasonable efforts to ensure no unauthorized person enters a worksite. *See, e.g.*, Section V(B)(1), *supra*. Second, Pioneer has failed to properly maintain and clean up some of its worksites. *See, e.g.*, Sections V(B)(3), (7), *supra*. On at least one occasion, Pioneer’s failure to handle its worksites responsibly left a consumer-tenant to clean up after it. Howarth Aff. ¶ 6(b)(i).

Second, Pioneer has employed prohibited paint removal practices, in violation of R.I. Code R. §§ 216-50-15-12.5.8(C)(1)(a)(10), 216-50-15-12.5.8(B)(1). The Lead Safe Work Practices Rule carefully enumerates and unconditionally prohibits several paint removal practices because they present heightened risks of generating or spreading lead dust. *Id.* § 216-50-15-12.5.8(C)(1)(a) (listing prohibited methods). For example, workers may not “scrape and paint” if they are engaging in dry hand scraping, which may only be done if damaged materials are first removed from the surface to be treated. *Id.* §§ 216-50-15-12.5.8(C)(1)(a)(1)–(2), 216-50-15-12.2(A)(24). For another example, mechanical removal of interior paint may *only* be performed by properly licensed workers, *no matter how small the affected area*. *Id.* § 216-50-15-12.3(A)(2)(b); *id.* § 216-50-15-3.5.6(D)(2) (“no *de minimis*” for interior mechanical paint removal).

To promote safe paint removal practices, the Rule imposes a blanket prohibition on all interior methods “not approved by the Department [of Health]” and lists several approved methods. *Id.* § 216-50-15-12.5.8(C)(1)(a)(10); *id.* § 216-50-15-12.5.8(C)(1)(b) (listing seven

approved paint removal methods and two processes for seeking approval of other methods). For example, a worker may engage in “paint stabilization” by properly preparing a surface and then applying new paint. *See id.* § 216-50-15-12.5.8(A)–(B)(1); RIDOH, *Lead Safe Work Practices Guidance Document* 7–8 (2022).

In clear disregard of these guidelines for what renovators may and may not do, Pioneer has rashly disturbed and painted over large patches of chipping and peeling paint and engaged in dangerous methods of toxic paint removal and disturbance. *See, e.g.*, Section V(B)(2), *supra*. In doing so, Pioneer has violated the Lead Safe Work Practices Rule by choosing expeditious and unsafe work practices over recommended and safe practices. Pioneer’s dangerous decision has needlessly exposed consumer-tenants, passersby, and workers to toxic lead. *See, e.g.*, Sections V(B)(1)–(3), (11)(i)–(ii), (v), *supra*.

Third, Pioneer has failed to protect occupants and passersby by posting warning notices and securing work sites, in violation of R.I. Code R. §§ 216-50-15-12.5.2(A)–(B), (E), (F), 860-00-00-2.5.3(C), 216-50-15-12.5.3(A). Among the “reasonable efforts” that property owners must take to ensure their consumer-tenants are not present during covered activities are the following simple requirements: ensure that occupants are not present during certain covered activities, ensure that occupants vacate the premises for the duration of certain covered projects, post warning signs at all work area entrances, and secure worksites against unauthorized entry. R.I. Code R. §§ 216-50-15-12.5.2(B), (E), (F), 216-50-15-12.5.3(A).

In violation of these protective requirements, Pioneer has repeatedly failed to ensure consumer-tenants are not home while covered work occurs. *See, e.g.*, Verrill Aff. ¶¶ 11(d), 12(d)–(f); Grussi Aff. ¶¶ 17(a)–(f); Ferreira Aff. ¶ 5(c)(i)(4); Mottram Aff. ¶ 6(b)(v)(2), (6). Pioneer has failed to post any signs at their properties before beginning certain covered projects. Howarth Aff.

¶¶ 6(a)(v)(2), 6(b)(i)(1), (3). Most concerningly, Pioneer has failed to secure worksites against unauthorized entry and has engaged in covered work *while consumer-tenants are at home*. Ferreira Aff. ¶ 5(c)(i)(4); Verrill Aff. ¶¶ 11(d),12(d)–(f).

Fourth, perhaps the most essential requirement of the Lead Safe Work Practices Rule is that Pioneer is required to engage appropriately licensed individuals for its work activities. R.I. Code R. §§ 216-50-15-12.3(C), 860-00-00-2.5.3(A). Proper lead licensing, as with any professional licensing scheme, is *essential* to the aims of the State’s various lead laws and regulations. Properly trained and licensed workers will know, and therefore can follow, basic safety requirements like those detailed above and below. This basic rationale for professional licensing is why nearly all renovations of pre-1978 housing must be performed by certified and properly licensed firms and workers. *Id.* § 216-50-15-12.3(C).

For example, a property owner must employ a properly licensed lead professional for any window replacement, interior mechanical paint removal, or interior or partial demolition work. *Id.* § 216-50-15-3.5.6(D). Additionally, any work that disturbs six or more square feet of paint per interior room (twenty or more square feet for exterior work) must be performed by a properly licensed lead professional. *Id.* §§ 860-00-00-2.5.3(A)(3), 216-50-15-12.3(C). As frequently arises in remediation cases, corrective work for hazards identified in a lead inspection report must be performed by a properly licensed firm. *Id.* § 216-50-15-12.2(A)(38). Pioneer has undertaken numerous covered projects. *See* Sections V(B)(1)–(11), *supra*.

To be properly licensed for these kinds of work, a renovator must have completed a hands-on training component in person. RIDOH, *Lead Training, Certification and Licensing Guidance Document* (2022); EPA, *Renovation, Repair and Painting Program: Renovator Training*, <https://www.epa.gov/lead/renovation-repair-and-painting-program-renovator-training> (last

updated July 11, 2023); R.I. Code R. § 216-50-15-11.2(A)(8) (“Hands-on training, by definition, must be completed in person.”). Upon being deposed, some of Pioneer’s workers acknowledged that the courses they took lacked hands-on components, even as these same workers completed covered work. *See, e.g.*, Section V(B)(4), *supra*.

Pioneer and its officers are certainly liable for their own conduct, consequences thereof, and direct participation in unlawful conduct, including acts of their workers. Under Rhode Island tort law, officers or directors of corporations whose employees have engaged in tortious acts are liable if the officer or director “participated in or directed the tortious act.” *Ruzzo v. LaRose Enterprises*, 748 A.2d 261, 270 (R.I. 2000). Pioneer (including its principal) can be held liable for the conduct of its workers because it had at least “some knowledge of the practices” and “had the authority to control them.” *F.T.C. v. On Point Capital Partners LLC*, 17 F.4th 1066, 1083 (11th Cir. 2021); *see also F.T.C. v. Direct Mktg. Concepts, Inc.*, 569 F. Supp. 2d 285, 310 (D. Mass. 2008), *aff’d*, 624 F.3d 1 (1st Cir. 2010) (“[T]he FTC must demonstrate that the individual defendants either participated directly in the deceptive acts or practices or had authority to control them; it is not necessary to show that the individual personally made the misleading or deceptive representations.”); *F.T.C. v. Crescent Pub. Grp., Inc.*, 129 F. Supp. 2d 311, 324 (S.D.N.Y. 2001) (individuals subject to liability when “they had the authority to control the corporate defendants and knew of the acts or practices.”); *Joseph Gen. Contracting, Inc. v. Couto*, 119 A.3d 570, 588 (Conn. 2015) (applying the same test to determine individual who had “day-to-day involvement [in the operations of the corporation and] had the ability to control it” was personally liable for violations of Connecticut Unfair Trade Practices Act). Knowledge may be shown through the individual’s role and participation in the business, *id.* at 586 (“An individual’s degree of participation in business affairs is probative of knowledge.”), as well as through consumer

complaints, investigations, and market feedback, *see F.T.C. v. Partners In Health Care Ass’n, Inc.*, 189 F. Supp. 3d 1356, 1368 (S.D. Fla. 2016) (president of company personally liable where he had “knowledge of the deceptive practices through numerous consumer complaints, the Better Business Bureau’s investigation, emails from his employees and marketers, and the high cancellation rate”).

Pioneer had sufficient knowledge of its workers’ acts and authority to control those acts, and its workers performed their work under Pioneer’s LRF license. Igo Dep. 34:3–8 (worker introduces himself to tenants as Pioneer); Greenwood Dep. 12:3–13 (worker checks in daily with Pioneer to get work for the day); Igo Dep. 13:22–14:4 (similar), 36:1–15 (worker uses checklist provided by Pioneer to structure work), 28:23–24 (Pioneer is responsible for worker’s materials); Greenwood Dep. 15:2–25 (same for worker’s materials, and describing how Pioneer reviews and approves Home Depot purchases); Pioneer Dep. 38:15–18 (“A. Pioneer [is] . . . a lead renovation firm from a licensed perspective . . .”).

In general, Pioneer has habitually failed to hire appropriately licensed individuals to perform covered renovation projects and has directed unqualified workers to work in units and homes containing toxic lead. This is a hazardous combination with potentially disastrous health consequences, and consumer-tenants urgently need protection from these unsafe practices.

Fifth, besides proper licensing and safe workmanship, the Lead Safe Work Practices Rule also establishes disclosure requirements so that consumer-tenants are aware of renovation-related lead hazards and know when and how to protect themselves in case of unsafe practices. To comply, a landlord need only take care of two simple pieces of paperwork. First, the landlord needs to provide occupants with the Renovate Right pamphlet and secure a written acknowledgement of receipt. R.I. Code R. § 216-50-15-12.4.1(A), (D), (E)(1)(b). Second, occupants must be provided

with a notification form detailing the work prior to the start of any covered project so that they understand the when and where of the work being done in their homes. *Id.* § 216-50-15-12.4.1(B). Pioneer’s violations of the pre-renovation disclosure requirements are an open-and-shut case: since at least June 6, 2023, Pioneer has never provided its consumer-tenants with the Renovate Right pamphlet since this litigation commenced and did not even recognize the pamphlet in a deposition. *See* Section V(B)(5), *supra*.

Sixth, Pioneer has failed to file SWNs, in violation of R.I. Code R. § 216-50-15-12.4.2(A)–(C), since June 6, 2023. The straightforward requirement is that RIDOH must receive a “complete and accurate Start Work Notification” at least seven days prior to the start of covered projects, including RRP projects that include window replacement or interior demolition. *Id.* § 216-50-15-12.4.2(A)–(C). Pioneer’s violation of this requirement is likewise an open-and-shut case: since at least June 6, 2023, Pioneer has not submitted an SWN to RIDOH, despite undertaking numerous covered projects. *See* Singleton Aff. ¶¶ 19(a), (d); Pioneer Dep. 143:7–12, 89:20–23; Section V(B)(11), *supra*.

Seventh, Pioneer has failed to properly follow all required post-renovation cleaning procedures and cleaning verification processes, in violation of R.I. Code R. § 216-50-15-12.6.1. After renovations are completed, State regulations require a cleaning verification process to ensure that worksite clean-up actually cleared the worksite of lead dust and other forms of toxic lead. *Id.* § 216-50-15-12.6.1 (cleaning and cleaning verification procedures); *see also id.* § 216-50-15-12.6.1(A), (C) (incorporating EPA’s procedures, 40 C.F.R. § 745.85(a)(5), (b)). Until the cleaning has been verified, an owner is obligated to make reasonable efforts to ensure that no unauthorized person enters or remains in a containment area. R.I. Code R. § 216-50-15-12.5.2(D). The simple fact underlying this violation is that Pioneer has *simply not* tested for the presence of lead in their

pre-1978 rental properties after performing renovation activities after June 6, 2023. Pioneer Dep. 143:3–6, 77:18–78:8.

Eighth, prior to the start of a lease, a landlord must disclose to the consumer-tenant “any known information about the presence of lead-based paint and/or environmental lead hazards at the property being sold or leased.” R.I. Code R. § 216-50-15-3.5.3(A)(3). Non-disclosure not only hinders a consumer-tenant’s decision whether to lease but also sets back their awareness and ability to help themselves if they observe unsafe renovation practices. In at least one known case, Pioneer failed to provide sufficient disclosures about potential lead hazards to a consumer-tenant. Grussi Aff. ¶¶ 16(c)–(d).

Ninth, property owners are required to notify occupants within seven days of receiving the results of a lead inspection. R.I. Code R. § 216-50-15-3.5.6(G). This post-inspection disclosure keeps current consumer-tenants up to date on the lead status of their homes. In repeated violation of this disclosure requirement, Pioneer has caused multiple lead inspections to be conducted at its properties but, in at least some known cases, failed to notify occupants of the results within seven days. *See* Section V(B)(9), *supra*. Without such disclosures, consumer-tenants are that much more in the dark about lead hazards in their home.

The *tenth* and final known Lead Safe Work Practices Rule violation underlying this motion concerns basic recordkeeping. The Lead Safe Work Practices Rule requires firms performing renovations to “retain and, if requested, make available . . . all records necessary to demonstrate compliance” with the Rule. R.I. Code R. § 216-50-15-12.8(A)–(B). Following the completion of an RRP project, compliance records must be retained for a minimum of three years. *Id.* As an LRF, Pioneer is subject to these recordkeeping and retention requirements. Pioneer Dep. 38:15–18. However, in direct contravention of its obligations, Pioneer has apparently not kept important

records of its renovation activities or its compliance with the Rule. *See* Pioneer Dep. 82:9–13 (“Q. Okay. In properties where work was done post-June the 6th, work of any kind, did Pioneer maintain any records with regard to, um, the paint condition of those units before work was done? A. No; there was no such record.”); *cf.* Pioneer Dep. 25:3–12 (“Q. Okay. Do you, um, keep notes on things related to Pioneer: handwritten notes, notes in your cell phone; any sort of notes? A. No.”). The breath-taking simplicity of Pioneer’s standard practice — keep no renovation or compliance records whatsoever — makes the State’s likelihood of success on the merits simple to establish: a failure to keep any records is a failure to abide by the law.

In sum, Pioneer has cavalierly operated its business without any regard for even the most basic requirements of the law. Between these ten areas of the Lead Safe Work Practices and Lead Disclosure Rules, the State can more than likely show that Pioneer has violated the law.

C. Granting the State’s Proposed Equitable Relief Is in the Public Interest Because It Prevents Further Harm and Rectifies Pioneer’s Unlawful Conduct

This Court has broad authority to craft equitable relief in this case. R.I. Gen. Laws § 6-13.1-5(b)–(c). The Court is empowered to issue an injunction “to restrain and prevent violations of [the DTPA]” and to enter “any additional orders or judgments that may be necessary to restore to any person in interest any moneys or property, real or personal.” *Id.*

1. Relief Sought

First, the Court should order Pioneer to obtain CLCs for all of the units it owns and units it offers for rent. If complied with, this proposed injunction would rectify Pioneer’s violation of the LHMA and the lack-of-CLC issue that underlies some of Pioneer’s DTPA violations.

Second, the Court should order Pioneer to abide by the Lead Safe Work Practices and Lead Disclosure Rules. This injunction is necessary to ensure that Pioneer not only obtains its CLCs but that it does so in a safe way that does not put consumer-tenants and their families at further risk.

This injunction is also prudent in light of Pioneer's demonstrated disregard of the regulations while it scrambled to obtain CLCs during this litigation.

Third, the Court should order Pioneer to place all rental income collected from consumer-tenants at units lacking CLCs in escrow so that it may be used for lead remediation work in order to obtain the aforementioned CLCs.

Fourth, the Court should order Pioneer to provide its consumer-tenants with, or else compensate them for, comparable housing accommodations during any period that they are unable to remain in their homes while remediation occurs.

Fifth, the Court should order Pioneer to immediately cease any advertising for rental units or properties it owns that lack CLCs or that are otherwise legally insufficient.

Sixth, the Court should order Pioneer to contract with a Lead Inspector licensed by RIDOH and approved by the Attorney General to re-inspect, within thirty days, all of Defendants' properties where CLCs were obtained in a legally insufficient manner.

Seventh, the Court should order Pioneer, for each property where the inspector identifies hazards, to prepare a work plan, subject to the approval of the Attorney General, for removing and/or remediating all conditions conducive to lead poisoning or other code violations within fifteen days of receipt of such inspection report(s);

Eighth, the Court should order the appointment of an independent monitor to oversee and report on Pioneer's compliance with the Court's order, to be paid for by Pioneer and to be subject to the approval of the Attorney General.

2. The Public Interest

The issues on which the State seeks a preliminary injunction concern live threats to the residential rental marketplace, public health, and public interest in having laws enforced.

First, equitable relief would help secure the State’s marketplace against legally insufficient offerings. Pioneer’s business of advertising and leasing these properties is deceptive, unfair, and clearly to the detriment of a healthy and competitive marketplace.

Second, equitable relief would protect citizens’ wellbeing against dangerous housing and unsafe renovation practices. Pioneer’s misconduct in the marketplace and at its properties, if left unchecked, has the potential to directly impact hundreds — and potentially thousands — of Rhode Islanders. The State has offered significant evidence demonstrating the dangerous and legally insufficient housing that Pioneer has made a business of offering, and the State has shown how Pioneer’s violations deceive consumer-tenants and unfairly leverage ill-gotten market advantages over law-abiding landlords.

Third, the State and the public have a fundamental interest in seeing the DTPA and lead regulations enforced without delay in the face of Pioneer’s repeated and ongoing violations. Injunctive relief would serve the public interest in enforcing the State’s laws, protecting the public from Pioneer’s unfair and deceptive practices, and safeguarding Pioneer’s consumer-tenants from further dangers arising from unsafe work practices. *See F.T.C. v. OMICS Grp. Inc.*, 302 F. Supp. 3d 1184, 1193 (D. Nev. 2017) (identifying the public interest in “protection of consumers from Defendants’ deceptive practices and effective enforcement of the law”); *see, e.g., F.T.C. v. Mallett*, 818 F. Supp. 2d 142, 149 (D.D.C. 2011); *cf. Illinois v. SDS W. Corp.*, 640 F. Supp. 2d 1047, 1050 (C.D. Ill. 2009) (collecting cases) (citing *Kelley v. Carr*, 442 F. Supp. 346, 356–57 (W.D. Mich. 1977), *aff’d in part, rev’d in part sub nom. Kelly v. Carr*, 691 F.2d 800 (6th Cir. 1980) (“Surely some of the most basic of a state’s quasi-sovereign interests include maintenance of the integrity of markets and exchanges operating within its boundaries, protection of its citizens from fraudulent and deceptive practices . . . , and prevention of its citizens’ revenues from being wrongfully

extracted from the state.”)); *cf. Support Ministries for Persons with AIDS, Inc. v. Waterford*, 799 F. Supp. 272, 277–78 (N.D.N.Y. 1992) (finding State had a quasi-sovereign interest in challenging conduct that threatened physical health and well-being of home’s potential residents by subjecting residents to “an increased risk of . . . deterioration of their medical condition”).

Fourth, Pioneer’s interest in avoiding injunctive relief is no interest at all because there is no legitimate interest in violating the law by failing to obtain CLCs and undertaking unsafe renovation projects. *Kalian*, 723 A.2d at 805 (“[D]efendants will suffer no greater hardship than that of any other residential rental property owner who has removed lead paint.”); *see also United States v. Daniel Chapter One*, 793 F. Supp. 2d 157, 163 (D.D.C. 2011) (noting in balancing the equities that “[t]here is no hardship to [defendants] in requiring them merely to follow the law”) (alterations in original) (cleaned up).

D. The Proposed Preliminary Injunction Is Also Proper Under Traditional Equitable Principles

The State’s motion should be granted even if the Court were to apply traditional equitable principles for preliminary injunctive relief. Rhode Island courts weigh four factors when deciding whether a preliminary injunction is proper: (1) the moving party’s reasonable likelihood of success on the merits of the claim; (2) the irreparability of the harm if preliminary relief is not granted; (3) the balance of the equities, including possible hardships to each party and to the public interest; and (4) for a mandatory injunction, the moving party’s showing that a “very clear” right to the injunction is sufficiently urgent. *See Kalian*, 723 A.2d at 805 (upholding Superior Court’s issuance of preliminary injunction to abate lead hazards); *see also King*, 919 A.2d at 995 (enumerating considerations in cases involving “mandatory preliminary injunctions”).

To establish a likelihood of success on the merits, the State is not obligated to show a “certainty of success[;]” rather, it needs only to “make out a prima facie case.” *DiDonato v.*

Kennedy, 822 A.2d 179, 181 (R.I. 2003). These four factors “are not prerequisites that must be met, but are interrelated considerations that must be balanced together.” *Town of N. Kingstown v. Int’l Ass’n of Firefighters, Loc. 1651, AFL-CIO*, 65 A.3d 480, 481 (R.I. 2013) (quoting *Service Employees International Union Local 1 v. Husted*, 698 F.3d 341, 343 (6th Cir. 2012)).

As demonstrated in Section VI(B) above, the State is likely to succeed on the merits of its claims. Similarly, as described in Section VI(C)(2) above, the balance of equities weighs heavily in favor of granting the State’s proposed relief. Third, as described in Sections VI(B) and VI(C)(2), the State and the public are clearly irreparably harmed by the public health risks and economic harms that Pioneer’s misconduct precipitates. Finally, the State has shown an urgent need for an injunction that protects a clear right insofar as the relief sought requires Pioneer to remediate lead hazards. *See Kalian*, 723 A.2d at 805 (upholding Superior Court’s preliminary injunction to abate lead hazards); *see also King*, 919 A.2d at 995 (enumerating considerations for “mandatory preliminary injunctions”).

Taken together, the State has more than established the necessity and propriety of preliminary injunctive relief under the traditional four-factor test.

VII. CONCLUSION

The Court should grant the State’s Motion for a Preliminary Injunction. For the foregoing reasons, the State respectfully requests that this Court:

1. Enter an injunction compelling Defendants to:
 - a. Obtain CLCs for all units that they own;
 - b. Abide by the Lead Safe Work Practices and Lead Disclosure Rules;

- c. Place all rental income collected from consumer-tenants at units lacking CLCs in escrow so that it may be used for lead remediation work in order to obtain the aforementioned CLCs;
 - d. Provide their consumer-tenants with, or else compensate them for, comparable housing accommodations during any period that they are unable to remain in their homes while remediation occurs;
 - e. Immediately cease any advertising for rental units or properties they own that lack CLCs or that are otherwise legally insufficient;
 - f. Contract with a Lead Inspector licensed by RIDOH and approved by the Attorney General to re-inspect, within thirty days, all of Defendants' properties where CLCs were obtained in a legally insufficient manner;
 - g. For each property where the inspector identifies hazards, prepare a work plan, subject to the approval of the Attorney General, for removing and/or remediating all conditions conducive to lead poisoning or other code violations within fifteen days of receipt of such inspection report(s); and
 - h. Appoint an independent monitor to oversee and report on Pioneer's compliance with the Court's order, to be paid for by Pioneer and to be subject to the approval of the Attorney General.
2. Grant other such relief as this Court deems just and proper.

Respectfully submitted,

STATE OF RHODE ISLAND;

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CERTIFICATION

I hereby certify that, on February 23, 2024, 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/ Elaney Elliott

EXHIBIT A

AFFIDAVIT OF ELANEY ELLIOTT

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

1. Based on my review this week of the Rhode Island Department of State's Business Portal, I believe Pioneer Investments, LLC has been in business in Rhode Island for 12 years. Ex. A.
2. Based on my review this week of various tax databases operated by Rhode Island cities and towns, I believe more than 175 units owned by Pioneer Investments, LLC and/or Anurag Sureka were built before 1978. Ex. A.
3. The following statements are based on my review this week of the Rhode Island Property Certificates database and of several online residential rental listing websites (e.g., Zillow, Trulia, HotPads).
4. I believe 34 units owned by Pioneer Investments, LLC and/or Anurag Sureka do not have active certificates of lead conformance ("CLCs"). Ex. B.
5. I believe at least 1 unit owned by Pioneer Investments, LLC and/or Anurag Sureka was, this week, being advertised for rent while lacking CLCs.

#	Street Address	Advertisement	CLC History
1	12 Youngs Ave, Unit 2, West Warwick, RI	Ex. C	Ex. C

6. I believe at least 20 additional units owned by Pioneer Investments, LLC and/or Anurag Sureka were, for some period between June 6, 2023, and prior to this week, advertised for rent while lacking CLCs.

#	Street Address	Advertisement	CLC History
1	17 McNiff St, #2R, West Warwick	Ex. D	Ex. E
2	20 McNiff St, #1L, West Warwick	Ex. F	Ex. G
3	13 Sanford St, #3L, Pawtucket	Ex. H	Ex. I
4	13 Sanford St, 3R, Pawtucket	Ex. J	Ex. I
5	8 Palm St, #1F, North Providence	Ex. K	Ex. L
6	118 Waterman Ave, #2, North Providence	Ex. M	Ex. N
7	99 Oak St, #2, Woonsocket	Ex. O	Ex. P
8	93 Tweed St, #1, Pawtucket	Ex. Q	Ex. R
9	27 Hawes St, #2, Pawtucket	Ex. S	Ex. T
10	27 Hawes St, #3, Pawtucket	Ex. U	Ex. T
11	67 Prospect Hill Ave, #65C, West Warwick	Ex. V	Ex. W
12	72 Highland St, #72E, West Warwick	Ex. X	Ex. Y
13	5 Bowen Court, #1L, West Warwick	Exs. Z, AA	Ex. AB
14	51 East St, BSMT, West Warwick	Ex. AC	Ex. AD
15	30 Parker St, #1L, West Warwick	Ex. AE	Ex. AF
16	26 Parker St, 2L, West Warwick	Ex. AG	Ex. AH
17	600 Providence St, #1, West Warwick	Ex. AI	Ex. AJ
18	148 Brookside, #3, West Warwick	Ex. AK	Ex. AL
19	11 Anthony St, #1, Coventry	Ex. AM	Ex. AN
20	11 Anthony St, #2, Coventry	Ex. AO	Ex. AN

7. I believe at least 27 units owned by Pioneer Investments, LLC and/or Anurag Sureka have, for some period prior to June 6, 2023, been advertised for rent while lacking CLCs.

#	Street Address	Advertisement	CLC History
1	192 Summit Street, #1R, Pawtucket	Ex. AP	Ex. AQ
2	8 Mill St, #2, North Smithfield	Ex. AR	Ex. AS
3	51 East St, #2, West Warwick	Ex. AT	Ex. AD
4	16 Sisson St, #2, Pawtucket	Ex. AU	Ex. AV
5	5 Anthony St, 2FL, Coventry	Ex. AW	Ex. AX
6	5 Anthony St, 1FL, Coventry	Ex. AY	Ex. AX
7	116 Waterman Ave, 1R, North Providence	Ex. AZ	Ex. BA
8	1360 Charles St, #2, North Providence	Ex. BB	Ex. BC
9	27 Hawes St, 1Rear, Pawtucket	Ex. BD	Ex. T
10	178 Division St, Floor 1, Pawtucket	Ex. BE	Ex. BF
11	178 Division St, Floor 2, Pawtucket	Ex. BG	Ex. BF
12	288 Sayles Ave, 2R, Pawtucket	Ex. BH	Ex. BI
13	288 Sayles, 3F, Pawtucket	Ex. BJ	Ex. BI
14	16 Sisson St, #3, Pawtucket	Ex. BK	Ex. AV
15	99 Oak St, 1R, Woonsocket	Ex. BL	Ex. P
16	17 Sanford St, #3F, Pawtucket	Ex. BM	Ex. BN
17	93 Tweed St, #2F, Pawtucket	Ex. BO	Ex. R
18	132 Spring St, #1R, Pawtucket	Ex. BP	Ex. BQ
19	14 South Street, #1L, Pawtucket	Ex. BR	Ex. BS
20	14 South Street, #1R, Pawtucket	Ex. BT	Ex. BS
21	67 Prospect Hill Ave, #65 B, West Warwick	Ex. BU	Ex. W
22	192 Summit St, #3R, Pawtucket	Ex. BV	Ex. AQ
23	12 Fairview, #3, West Warwick	Ex. BW	Ex. BX
24	72 Highland St, #2L, West Warwick	Ex. BY	Ex. Y
25	7 Bowen Court, #2L, West Warwick	Ex. BZ	Ex. CA
26	306 Washington St, #1, West Warwick	Ex. CB	Ex. CC
27	51 East St, #1, West Warwick	Ex. CD	Ex. AD

8. I believe 148 Brookside, Unit 1, West Warwick, RI lacked lead certificates between June 3, 2018, and December 4, 2023. Ex. AL.
9. I believe 149 Park Ave, Unit 2, Woonsocket, RI lacked lead certificates between October 11, 2021, and March 14, 2023. Ex. CE.
10. I believe 6 Fletcher St, Apt 2, Central Falls, RI lacked lead certificates between June 30, 2022, and November 23, 2022. Ex. CF.
11. Based on my review yesterday of the Rhode Island Department of Health's database of Lead Professionals, Diamond Cut Painting is not listed in the Department's database of licensed lead professionals. Ex. CG.

Signed and sworn to me on February 23, 2024.

Beth A. Flanders

BETH A. FLANDERS
Notary Public-State of Rhode Island
ID# 759772
My Commission Expires
October 13, 2024

Elaney Elliott
Elaney Elliott

EXHIBIT A

AFFIDAVIT OF ELANEY ELLIOTT: MATERIALS INCLUDED IN EXHIBIT A

1. Pioneer Investments, LLC, Business Record
2. 5 Anthony St, Coventry
3. 6 Epworth Ave, West Warwick
4. 6 Fletcher St, Central Falls
5. 7 Bowen Court, West Warwick
6. 8 Mill St, North Smithfield
7. 8-10 Palm St, North Providence
8. 9 Anthony St, Coventry
9. 12 Fairview Ave, West Warwick
10. 51 East Street, West Warwick
11. 12 Youngs Ave, West Warwick
12. 16 Fairview St, Providence
13. 25 Matteson Ave, West Warwick
14. 25 Prospect Hill Ave, West Warwick
15. 26 Parker St, West Warwick
16. 28 Weaver St, West Warwick
17. 30 Parker St, West Warwick
18. 67 Prospect Hill Ave, West Warwick
19. 72 Highland St, West Warwick
20. 87 Pond St, West Warwick
21. 98 Railroad (1-3 Pacific), Central Falls
22. 101 Pond St, West Warwick
23. 103 Pond St, West Warwick
24. 116-118 Waterman Ave
25. 148 Brookside Ave, West Warwick
26. 306 Washington St, West Warwick
27. 600 Providence St, West Warwick
28. 1360 Charles St, North Providence
29. 8 Knowles, Pawtucket
30. 13 Sanford St, Pawtucket
31. 14 South St, Pawtucket
32. 16 Sission St, Pawtucket
33. 17 Sanford St, Pawtucket
34. 27 Hawes St, Pawtucket
35. 38 Van Buren, Warwick
36. 60 Pleasant St, Woonsocket
37. 93 Tweed St, Pawtucket
38. 97 Roberts St, Woonsocket

39. 99 Oak St, Woonsocket
40. 100 Linwood Ave, Pawtucket
41. 119 East School St, Woonsocket
42. 132 Spring St, Pawtucket
43. 134 First Ave, Woonsocket
44. 149 Park Ave, Woonsocket
45. 157 Park Ave, Woonsocket
46. 178 Division St, Pawtucket
47. 192 Summit St, Pawtucket
48. 213 Third Ave, Woonsocket
49. 288 Sayles Ave, Pawtucket
50. 294 Burnside Ave, Woonsocket
51. 305 Prospect St, Pawtucket
52. 312 Walcott St, Pawtucket
53. 337 Third Ave, Woonsocket
54. 518 Willow St, Woonsocket
55. 672 Fairmount St, Woonsocket
56. 17 McNiff St, West Warwick
57. 20 McNiff St, West Warwick
58. 260 Lonsdale Ave, Pawtucket

Entity Summary

ID Number: 000787662

[Request certificate](#)

[New search](#)

Summary for: PIONEER INVESTMENTS LLC

The exact name of the Domestic Limited Liability Company: PIONEER INVESTMENTS LLC

Entity type: Domestic Limited Liability Company

Identification Number: 000787662

Date of Organization in Rhode Island: 02-03-2012 Effective Date: 02-03-2012

The location of the Principal Office:

Address: 10 DORRANCE ST STE 700

City or Town, State, Zip, Country: PROVIDENCE, RI 02903 USA

The mailing address or specified office:

Address: 10 DORRANCE ST STE 700

City or Town, State, Zip, Country: PROVIDENCE, RI 02903 USA

Agent Resigned: N

Address Maintained: Y

The name and address of the Resident Agent:

Name: INCORP SERVICES, INC.

Address: 222 JEFFERSON BOULEVARD, SUITE 200

City or Town, State, Zip, Country: WARWICK, RI 02888 USA

The limited liability company is to be managed by its Members

The name and business address of each Manager:

Title	Individual name	Address

Purpose:

TO BUY AND SELL AND HOLD REAL ESTATE

North American Industry Classification System Code(NAICS):

531390 Other Activities Related to Real Estate

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Amended

Annual Report - Reinstatement

Annual Reports - Prior to 2006

Parcel Identification		Assessment	
Map/Lot	0055-026.000	Land	\$76,500
Account	5612	Building	\$299,300
State Code	02 - 2-5 Family	Card Total	\$375,800
Card	1/1	Parcel Total	\$375,800
User Account	16-1828-75		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$76,500	\$299,300	\$0	\$375,800
2022	\$74,800	\$178,900	\$0	\$253,700
2021	\$74,800	\$178,900	\$0	\$253,700
2020	\$74,800	\$178,900	\$0	\$253,700
2019	\$57,000	\$151,500	\$0	\$208,500

Location and Owner

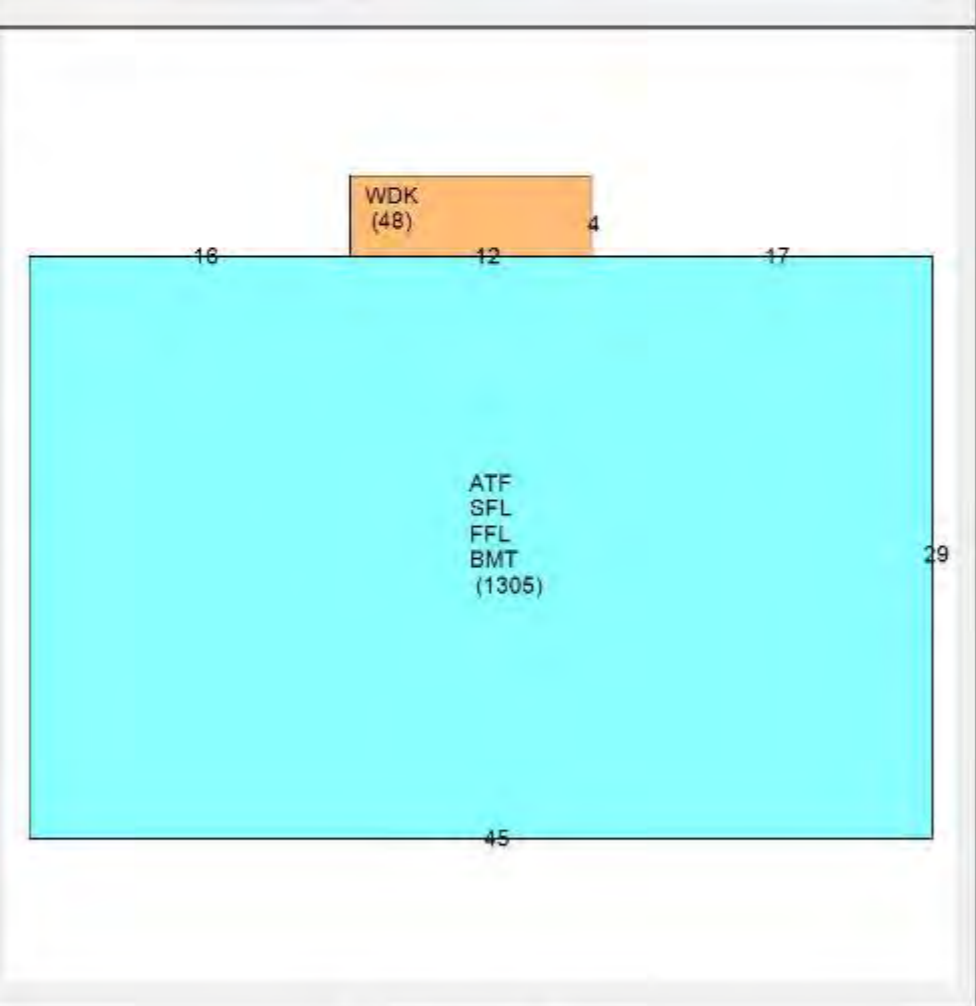
Location	5 ANTHONY ST
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST, STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1850
Heat	BB Hot Wtr
Fireplaces	0
Rooms	12
Bedrooms	4
Bathrooms	4 Full Bath
Above Grade Living Area	3,132 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
06/03/2014	\$62,000	1986-236	Warranty
12/23/2013	\$133,000	1975-695	Foreclosure
11/25/2002	\$191,500	1249-144	



Building Sub Areas

Sub Area	Net Area
1st FLOOR	1,305 SF
2nd FLOOR	1,305 SF
BASEMENT	1,305 SF

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

Parcel Identification		Assessment	
Map/Lot	006-0019-0-000	Land	\$47,000
Account	1836	Building	\$161,100
State Code	30 - Three Family	Card Total	\$208,100
Card	1/1	Parcel Total	\$208,100
User Account	16-1918-33		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$47,000	\$161,100	\$0	\$208,100
2022	\$47,000	\$161,100	\$0	\$208,100
2021	\$38,600	\$123,700	\$0	\$162,300
2020	\$38,600	\$123,700	\$0	\$162,300
2019	\$38,600	\$123,700	\$0	\$162,300

Location and Owner

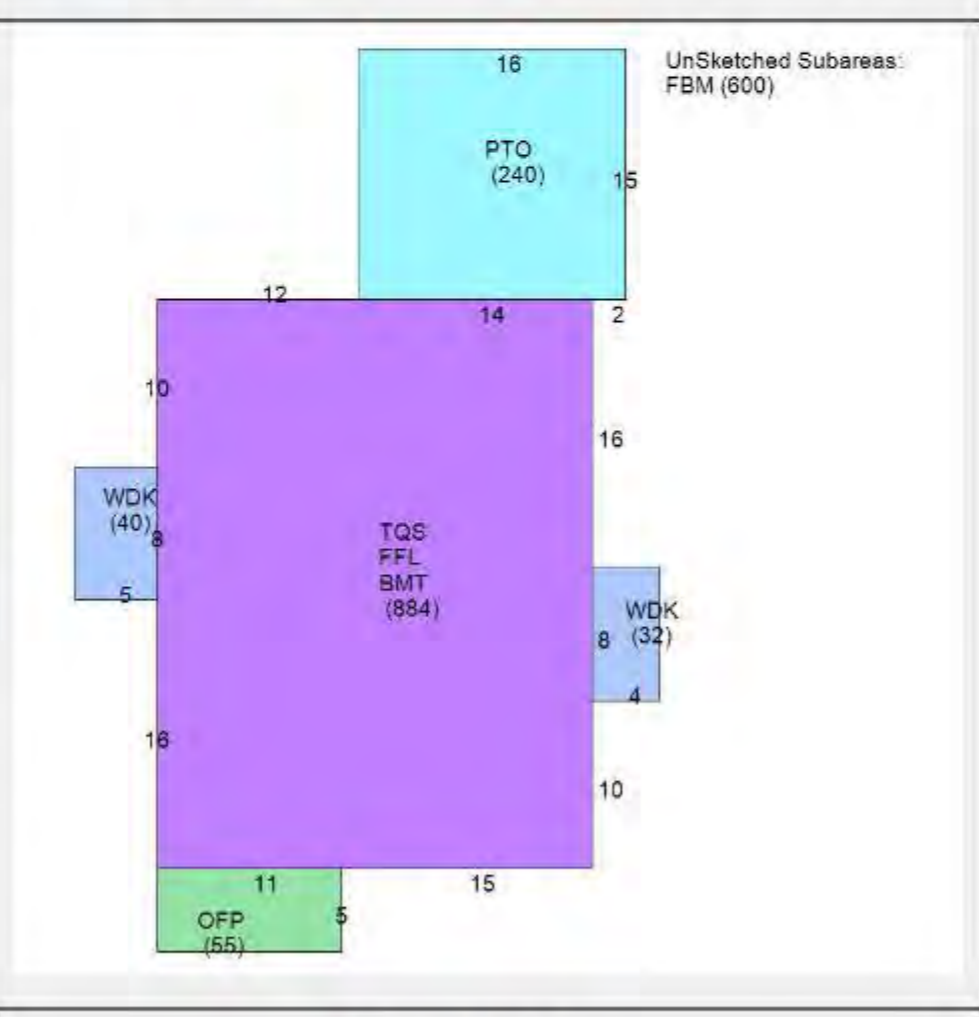
Location	6 EPWORTH AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1900
Heat	Hot Water
Fireplaces	0
Rooms	13
Bedrooms	5
Bathrooms	3 Full Bath
Above Grade Living Area	1,547 SF
Below Grade Finished Area	600 SF

Sale Information

Sale Date	Sale Price	Local Reference	Instrument



Building Sub Areas

Sub Area	Net Area
1st Floor	884 SF

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

Parcel Identification		Assessment	
Map/Lot	5-220	Land	\$79,900
Account	1340	Building	\$267,000
State Code	03 - Apartment	Card Total	\$346,900
Card	1/2	Parcel Total	\$472,400
User Account	07-1468-10		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$79,900	\$392,500	\$0	\$472,400
2022	\$79,900	\$392,500	\$0	\$472,400
2021	\$27,900	\$218,500	\$0	\$246,400
2020	\$27,900	\$218,500	\$0	\$246,400
2019	\$27,900	\$218,500	\$0	\$246,400

Location and Owner

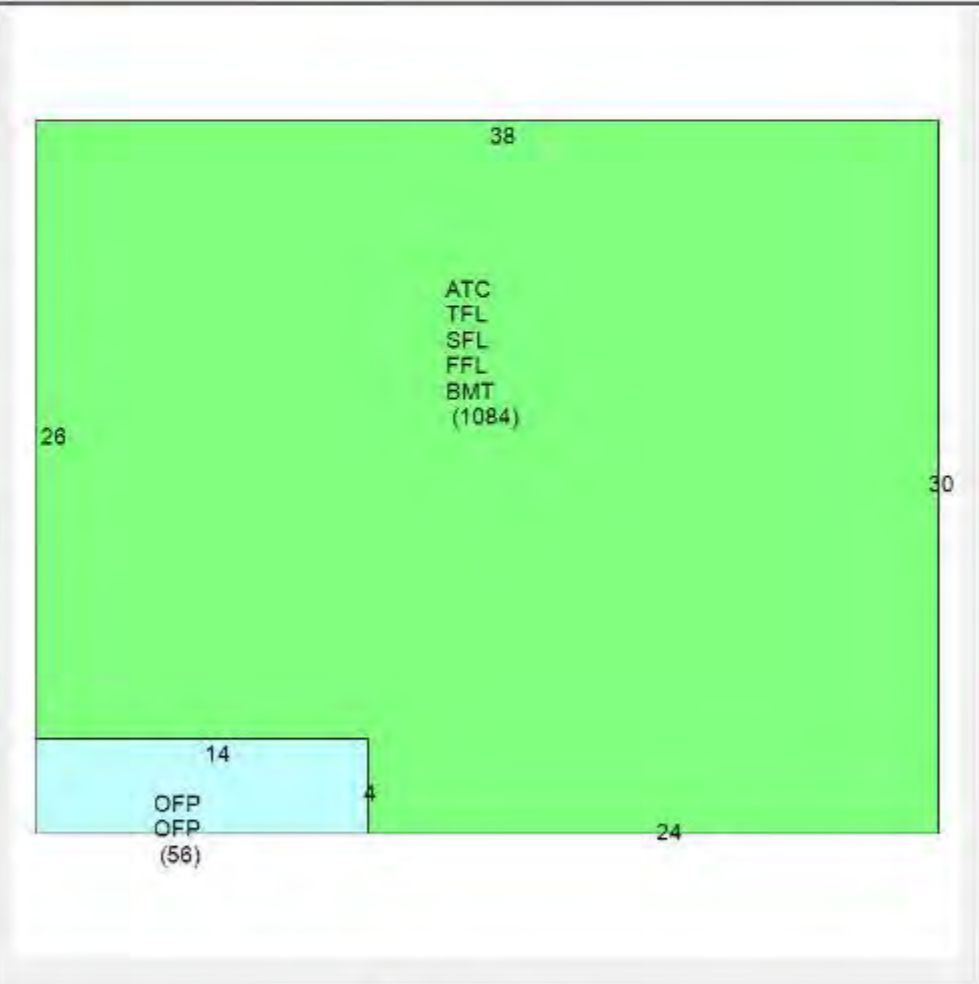
Location	6 FLETCHER ST
Owner	PIONEER INVESTMENTS, LLC
Owner2	
Owner3	
Address	10 DORANCE ST, Unit 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1910
Heat	BB Hot Wtr
Fireplaces	0
Rooms	16
Bedrooms	8
Bathrooms	4 Full Bath
Above Grade Living Area	3,523 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
08/27/2019	\$255,000	960-272	Warranty
02/03/2011	\$91,500	793-233	Quit Claim



Building Sub Areas

Sub Area	Net Area
1ST FLOOR	1,084 SF
2ND FLOOR	1,084 SF

Parcel Identification		Assessment	
Map/Lot	041-0046-0-000	Land	\$52,800
Account	11100	Building	\$325,600
State Code	40 - Four Family	Card Total	\$378,400
Card	1/1	Parcel Total	\$378,400
User Account	16-1918-32		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$52,800	\$318,900	\$6,700	\$378,400
2022	\$52,800	\$318,900	\$6,700	\$378,400
2021	\$42,200	\$189,100	\$6,700	\$238,000
2020	\$42,200	\$189,100	\$6,700	\$238,000
2019	\$42,200	\$189,100	\$6,700	\$238,000

Location and Owner

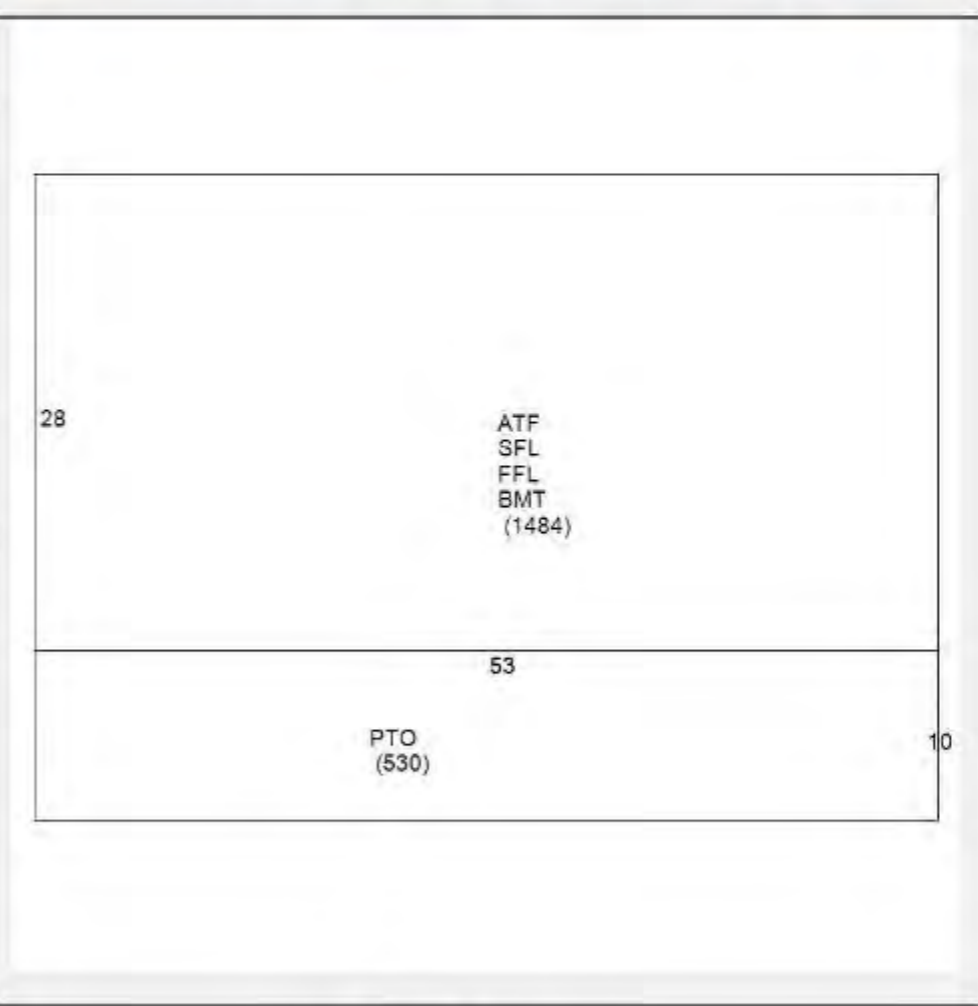
Location	7 BOWEN COURT
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	Old Style (M)
Year Built	1890
Heat	Hot Water
Fireplaces	0
Rooms	15
Bedrooms	7
Bathrooms	4 Full Bath
Above Grade Living Area	3,561.6 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
12/14/2018	\$1	2483-5373	Quit Claim
01/24/2013	\$0	2218-213	Quit Claim



Building Sub Areas

Sub Area	Net Area
1st Floor	1,484 SF
2nd Floor	1,484 SF
Attic Finished	593.6 SF

Parcel Identification		Assessment	
Map/Lot	003-115	Land	\$54,500
Account	528	Building	\$161,000
State Code	02 - 2-5 Fam	Card Total	\$215,500
Card	1/2	Parcel Total	\$397,700
User Account	16-0555-90		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$54,500	\$343,200	\$0	\$397,700
2022	\$54,500	\$343,200	\$0	\$397,700
2021	\$39,500	\$259,100	\$0	\$298,600
2020	\$39,500	\$259,100	\$0	\$298,600
2019	\$39,500	\$259,100	\$0	\$298,600

Location and Owner

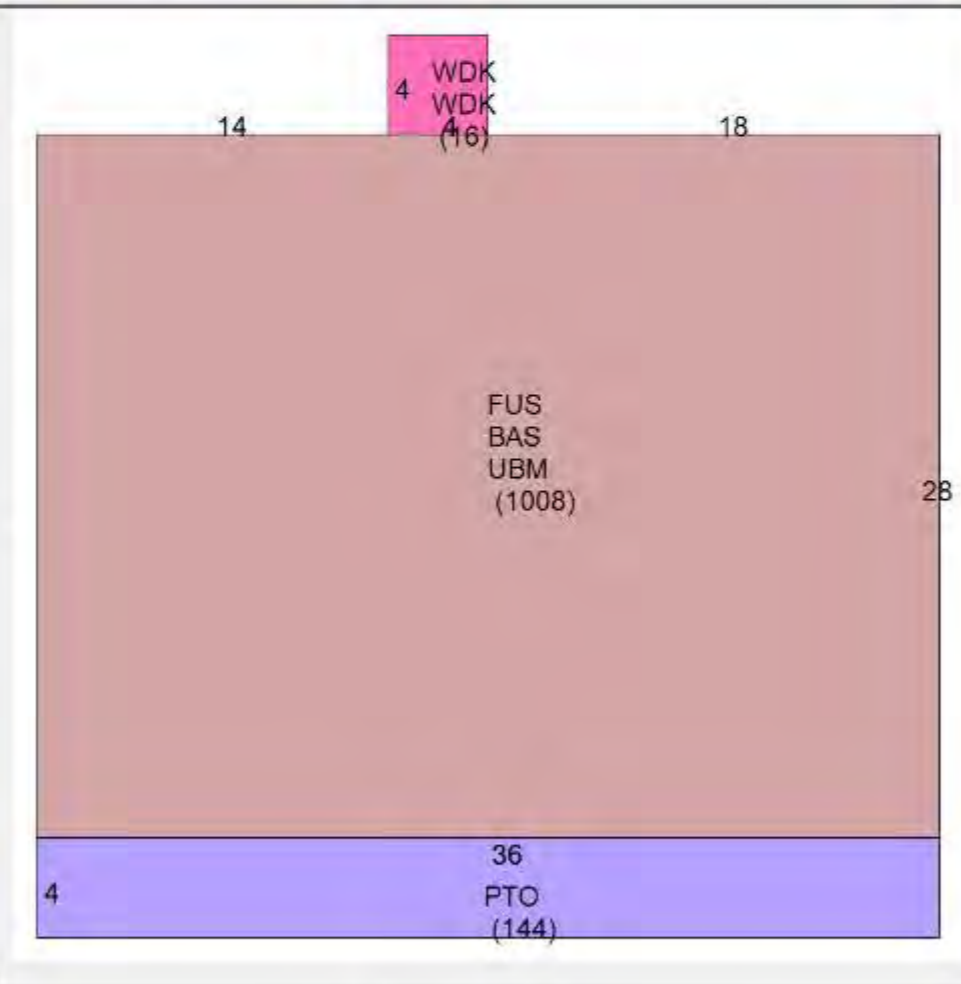
Location	8 MILL ST
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	2 Family
Year Built	1850
Heat	FHA
Fireplaces	0
Rooms	8
Bedrooms	4
Bathrooms	2 Full Bath
Above Grade Living Area	2,016 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
12/14/2015	\$125,000	0696-0320	Warranty
10/17/1995	\$0	167-622	
07/01/1994	\$0	157-222	



Building Sub Areas

Sub Area	Net Area
Finished Upper Story	1,008 SF
First Floor	1,008 SF
Patio	144 SF

Parcel Identification		Assessment	
Map/Lot	23B-273	Land	\$71,500
Account	11064	Building	\$347,500
State Code	02 - 2-5 Family	Card Total	\$419,000
Card	1/1	Parcel Total	\$419,000
User Account	R00-0997-70		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$71,500	\$345,500	\$2,000	\$419,000
2022	\$62,400	\$247,200	\$2,100	\$311,700
2021	\$62,400	\$247,200	\$2,100	\$311,700
2020	\$62,400	\$247,200	\$2,100	\$311,700
2019	\$47,300	\$168,500	\$2,100	\$217,900

Location and Owner

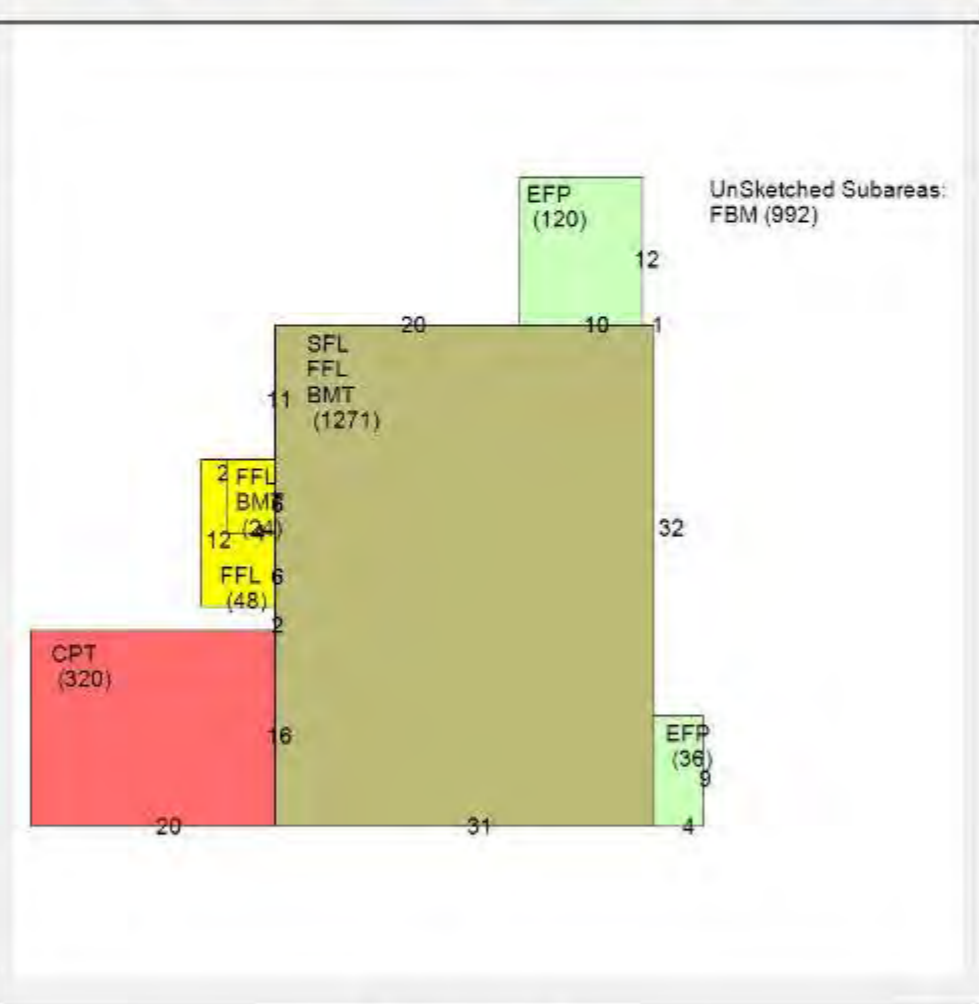
Location	8--10 Palm ST
Owner	Pioneer Investments LLC
Owner2	
Owner3	
Address	10 Dorrance St Ste 700
Address2	
Address3	Providence RI 02903

Building Information

Design	3 Family
Year Built	1950
Heat	FHA w/AC
Fireplaces	0
Rooms	10
Bedrooms	5
Bathrooms	3 Full Bath
Above Grade Living Area	2,614 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
01/24/2020	\$221,000	3389-1	Foreclosure
08/16/2005	\$375,000	2144-157	
07/28/1986	\$70,000	149-911	



Building Sub Areas

Sub Area	Net Area
1st Floor	1,343 SF
2nd Floor	1,271 SF
BASEMENT	1,295 SF
Carport	320 SF
ENCLOSED PORCH	156 SF

Parcel Identification		Assessment	
Map/Lot	0055-025.000	Land	\$78,300
Account	5611	Building	\$291,100
State Code	02 - 2-5 Family	Card Total	\$369,400
Card	1/1	Parcel Total	\$369,400
User Account	16-1828-76		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$78,300	\$291,100	\$0	\$369,400
2022	\$76,600	\$155,400	\$300	\$232,300
2021	\$76,600	\$155,400	\$300	\$232,300
2020	\$76,600	\$155,400	\$300	\$232,300
2019	\$58,300	\$126,000	\$300	\$184,600

Location and Owner

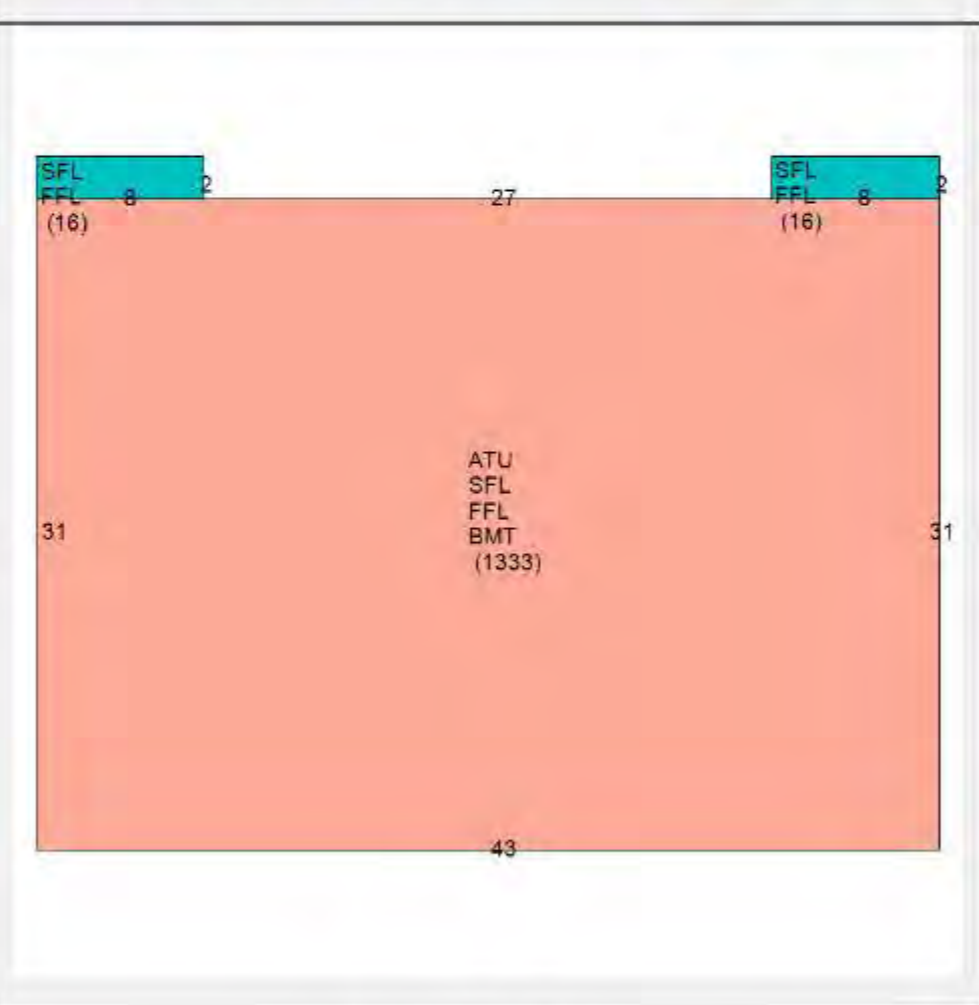
Location	9 ANTHONY ST
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST, STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1850
Heat	BB Hot Wtr
Fireplaces	0
Rooms	16
Bedrooms	8
Bathrooms	4 Full Bath
Above Grade Living Area	2,730 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
08/27/2015	\$126,520	2018-617	Quit Claim
08/04/2014	\$120,000	1990-763	Warranty
09/05/2013	\$0	1967-537	Court Judgement



Building Sub Areas

Sub Area	Net Area
1st FLOOR	1,365 SF
2nd FLOOR	1,365 SF
BASEMENT	1,333 SF

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

Parcel Identification		Assessment	
Map/Lot	002-0036-0-000	Land	\$68,600
Account	275	Building	\$250,200
State Code	40 - Four Family	Card Total	\$318,800
Card	1/1	Parcel Total	\$318,800
User Account	16-1918-30		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$68,600	\$248,900	\$1,300	\$318,800
2022	\$68,600	\$248,900	\$1,300	\$318,800
2021	\$54,900	\$161,200	\$1,200	\$217,300
2020	\$54,900	\$161,200	\$1,200	\$217,300
2019	\$54,900	\$161,200	\$1,200	\$217,300

Location and Owner

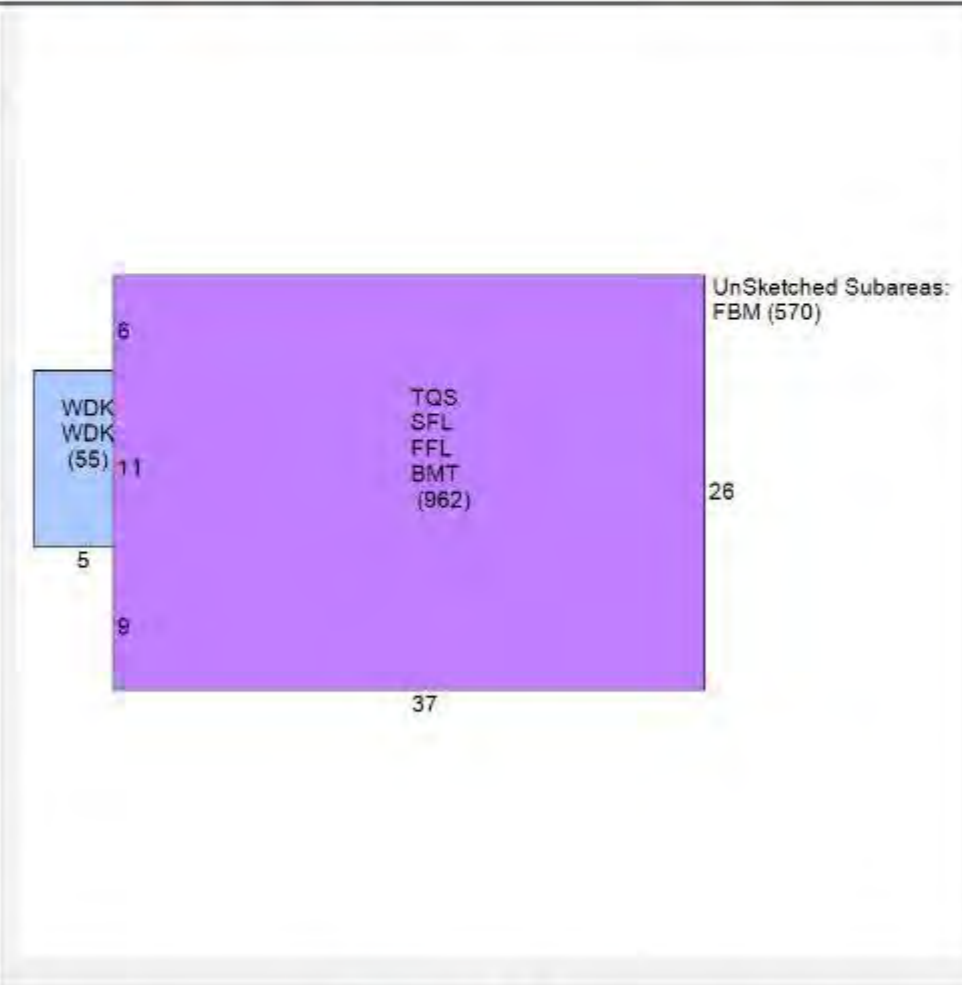
Location	12 FAIRVIEW AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1900
Heat	Hot Water
Fireplaces	0
Rooms	16
Bedrooms	6
Bathrooms	4 Full Bath
Above Grade Living Area	2,645.5 SF
Below Grade Finished Area	570 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
10/26/2017	\$123,000	2482-3609	Warrantv



Building Sub Areas

Sub Area	Net Area
1st Floor	962 SF
2nd Floor	962 SF

Parcel Identification		Assessment	
Map/Lot	004-0247-0-000	Land	\$68,600
Account	1169	Building	\$256,400
State Code	40 - Four Family	Card Total	\$325,000
Card	1/1	Parcel Total	\$325,000
User Account	16-1918-31		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$68,600	\$247,300	\$9,100	\$325,000
2022	\$68,600	\$247,300	\$9,100	\$325,000
2021	\$54,900	\$161,000	\$9,100	\$225,000
2020	\$54,900	\$161,000	\$9,100	\$225,000
2019	\$54,900	\$161,000	\$9,100	\$225,000

Location and Owner

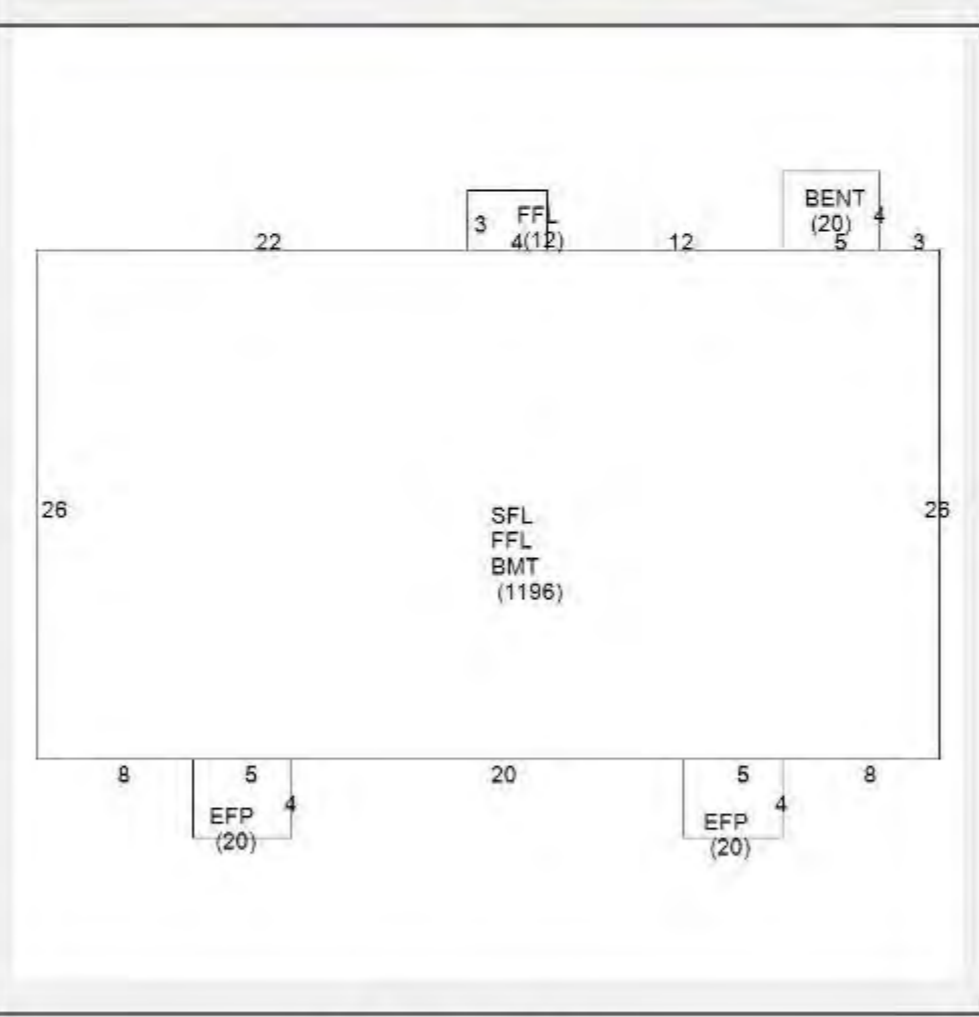
Location	12 YOUNGS AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET SUITE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1880
Heat	Hot Water
Fireplaces	0
Rooms	14
Bedrooms	6
Bathrooms	4 Full Bath
Above Grade Living Area	2,404 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
12/14/2018	\$161,000	2483-5382	Warranty
11/16/2018	\$217,000	2483-4943	Foreclosure
09/05/2006	\$0	1783-84	Quit Claim



Building Sub Areas

Sub Area	Net Area
1st Floor	1,208 SF
2nd Floor	1,196 SF
Basement	1,196 SF

Parcel Identification		Assessment	
Map/Lot	64-117	Land	\$67,500
Account	29479	Building	\$221,800
State Code	02 - 2-5 Family	Card Total	\$289,300
Card	1/1	Parcel Total	\$289,300
User Account	06401170000		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$67,500	\$221,800	\$0	\$289,300
2022	\$67,500	\$221,800	\$0	\$289,300
2021	\$45,400	\$144,900	\$0	\$190,300
2020	\$45,400	\$144,900	\$0	\$190,300
2019	\$45,400	\$144,900	\$0	\$190,300

Location and Owner

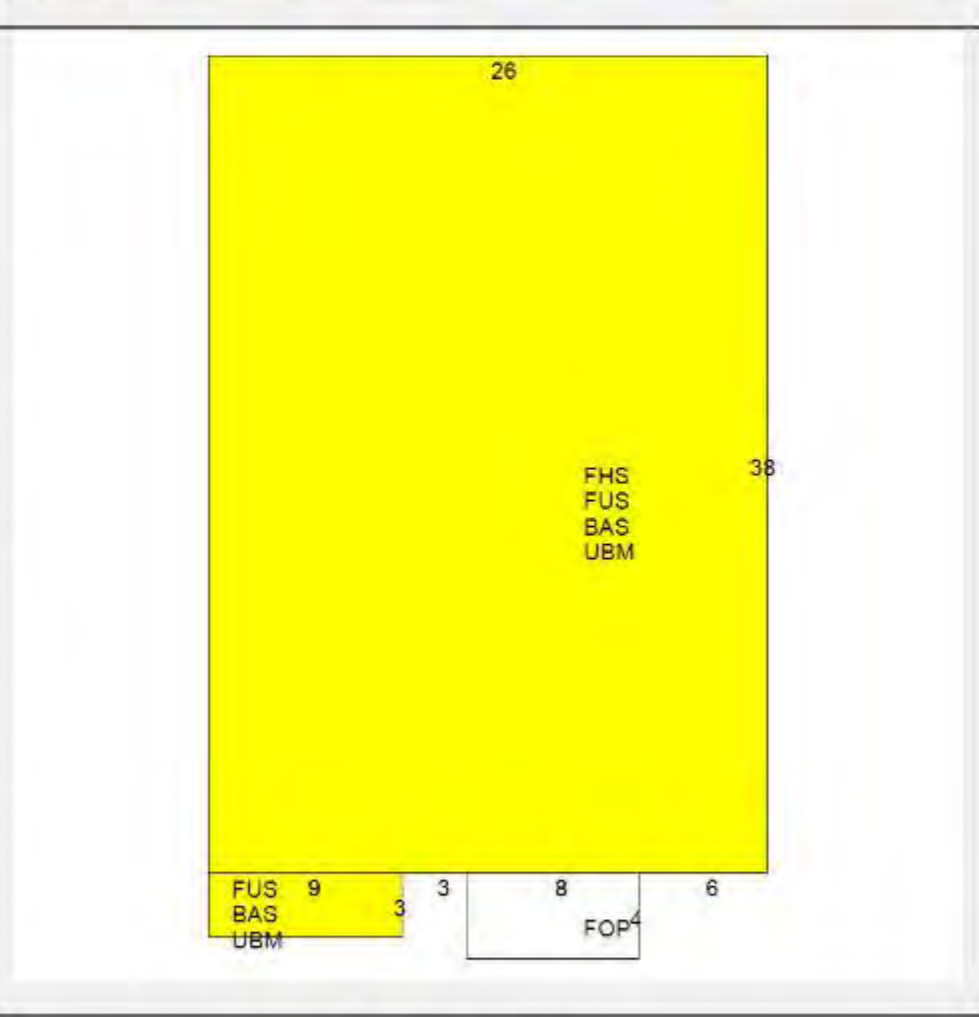
Location	16 FAIRVIEW ST
Owner	Pioneer Investments LLC
Owner2	
Owner3	
Address	10 Dorrance St Ste 700
Address2	
Address3	Providence RI 02903

Building Information

Design	Three Family
Year Built	1930
Heat	Hot Air-No D
Fireplaces	0
Rooms	15
Bedrooms	6
Bathrooms	3 Full Bath
Above Grade Living Area	2,524 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
08/07/2023	\$0	13934-272	Q DEED
06/19/2012	\$113,000	10296-65	W DEED
11/25/2008	\$95,000	9274-073	W DEED



Building Sub Areas

Sub Area	Net Area
Basement	1,015 SF
Finished Half Story	494 SF
Finished Upper Story	1,015 SF

Parcel Identification		Assessment	
Map/Lot	007-0061-0-000	Land	\$66,600
Account	2452	Building	\$181,400
State Code	02 - Two Family	Card Total	\$248,000
Card	1/1	Parcel Total	\$248,000
User Account	16-1918-36		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$66,600	\$173,800	\$7,600	\$248,000
2022	\$66,600	\$173,800	\$7,600	\$248,000
2021	\$52,200	\$111,500	\$7,600	\$171,300
2020	\$52,200	\$111,500	\$7,600	\$171,300
2019	\$52,200	\$111,500	\$7,600	\$171,300

Location and Owner

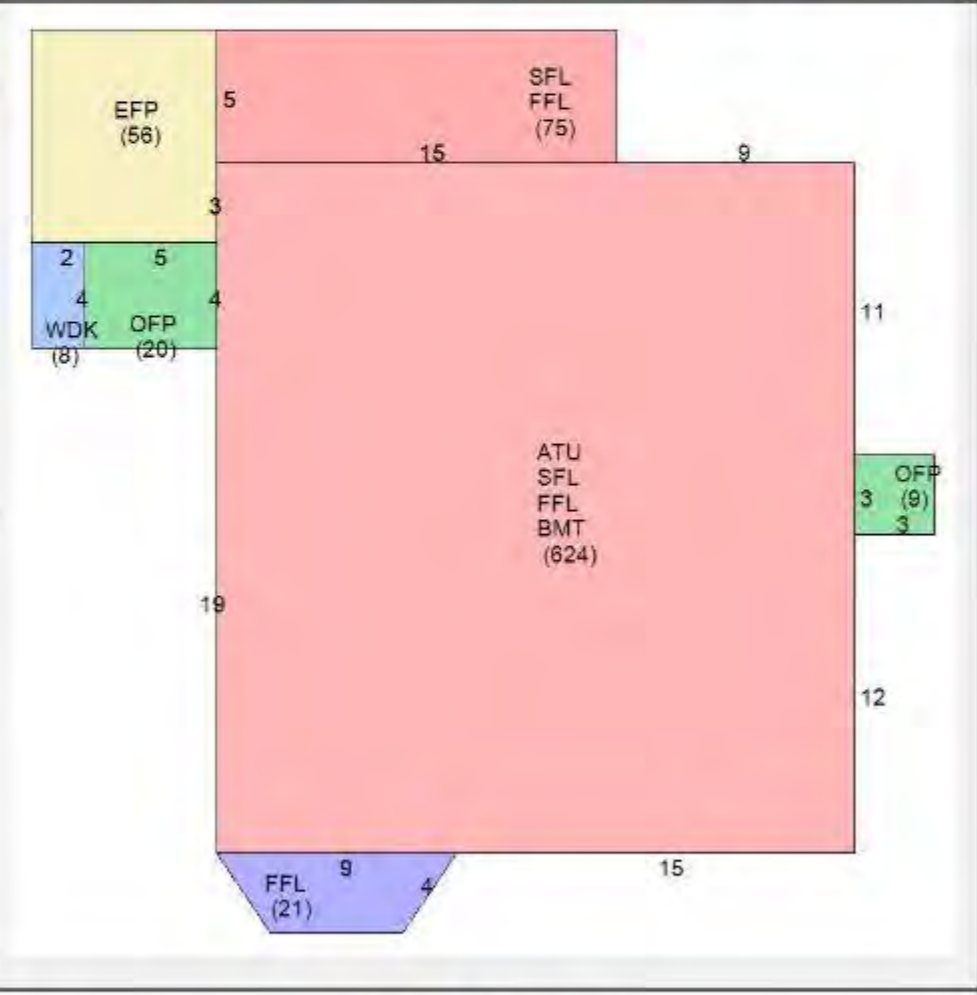
Location	25 MATTESON AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	25 MATTESON AVENUE
Address2	
Address3	WEST WARWICK RI 02893

Building Information

Design	2 Family
Year Built	1920
Heat	Hot Water
Fireplaces	0
Rooms	8
Bedrooms	2
Bathrooms	2 Full Bath
Above Grade Living Area	1,419 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
05/21/2021	\$158,000	2486-3330	Warranty
07/19/2004	\$210,000	1469-170	
02/12/2002	\$0	1068-300	



Building Sub Areas

Sub Area	Net Area
1st Floor	720 SF
2nd Floor	699 SF
Attic Unfinished	249.6 SF

Parcel Identification		Assessment	
Map/Lot	040-0111-0-000	Land	\$52,600
Account	10952	Building	\$282,900
State Code	30 - Three Family	Card Total	\$335,500
Card	1/1	Parcel Total	\$335,500
User Account	16-1918-25		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$52,600	\$282,900	\$0	\$335,500
2022	\$52,600	\$282,900	\$0	\$335,500
2021	\$42,000	\$180,700	\$0	\$222,700
2020	\$42,000	\$180,700	\$0	\$222,700
2019	\$42,000	\$180,700	\$0	\$222,700

Location and Owner

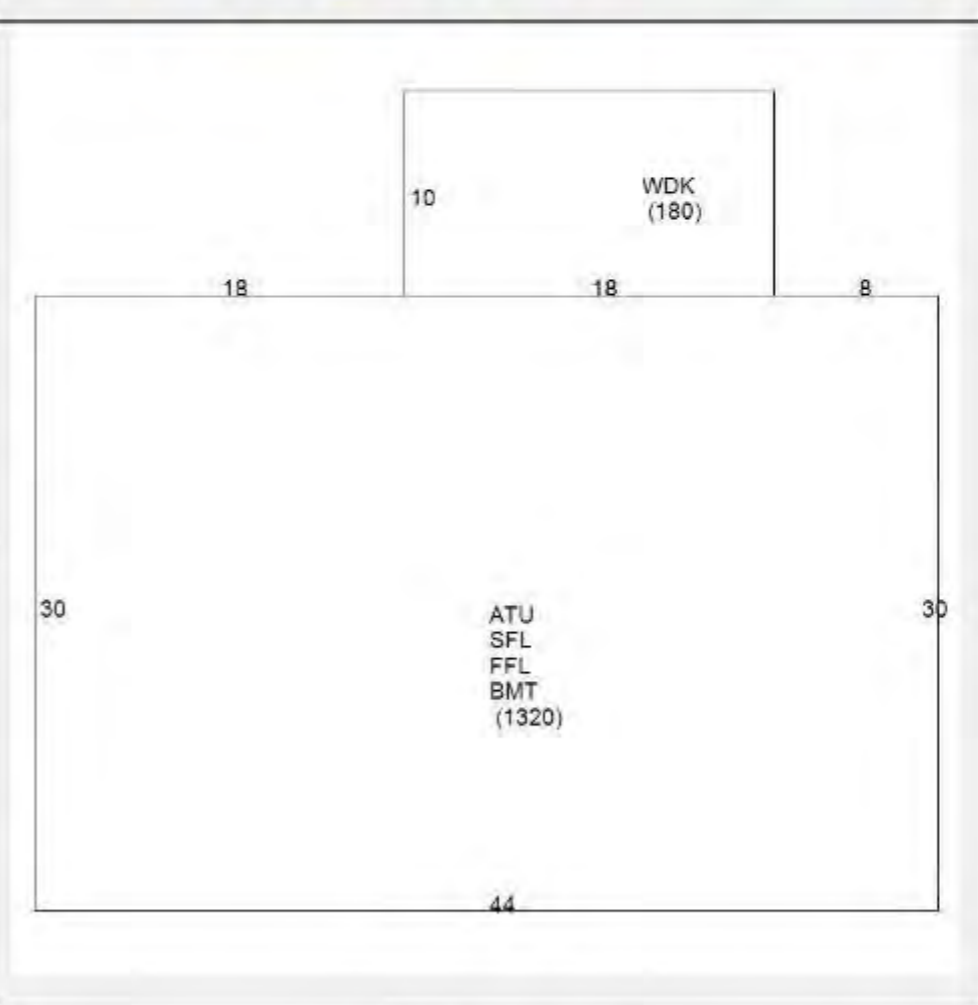
Location	25 PROSPECT HILL AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	Old Style (M)
Year Built	1900
Heat	Warm Air
Fireplaces	0
Rooms	15
Bedrooms	6
Bathrooms	3 Full Bath
Above Grade Living Area	2,640 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
11/21/2014	\$1	2333-308	Quit Claim
01/03/2014	\$88,000	2289-24	Quit Claim
08/28/2013	\$10	2264-146	Warrantv



Building Sub Areas

Sub Area	Net Area
1st Floor	1,320 SF
2nd Floor	1,320 SF
Attic Unfinished	528 SF

Parcel Identification		Assessment	
Map/Lot	002-0278-0-000	Land	\$72,200
Account	442	Building	\$164,200
State Code	30 - Three Family	Card Total	\$236,400
Card	1/1	Parcel Total	\$236,400
User Account	16-1918-26		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$72,200	\$164,200	\$0	\$236,400
2022	\$72,200	\$164,200	\$0	\$236,400
2021	\$60,700	\$126,300	\$0	\$187,000
2020	\$60,700	\$126,300	\$0	\$187,000
2019	\$60,700	\$63,200	\$0	\$123,900

Location and Owner

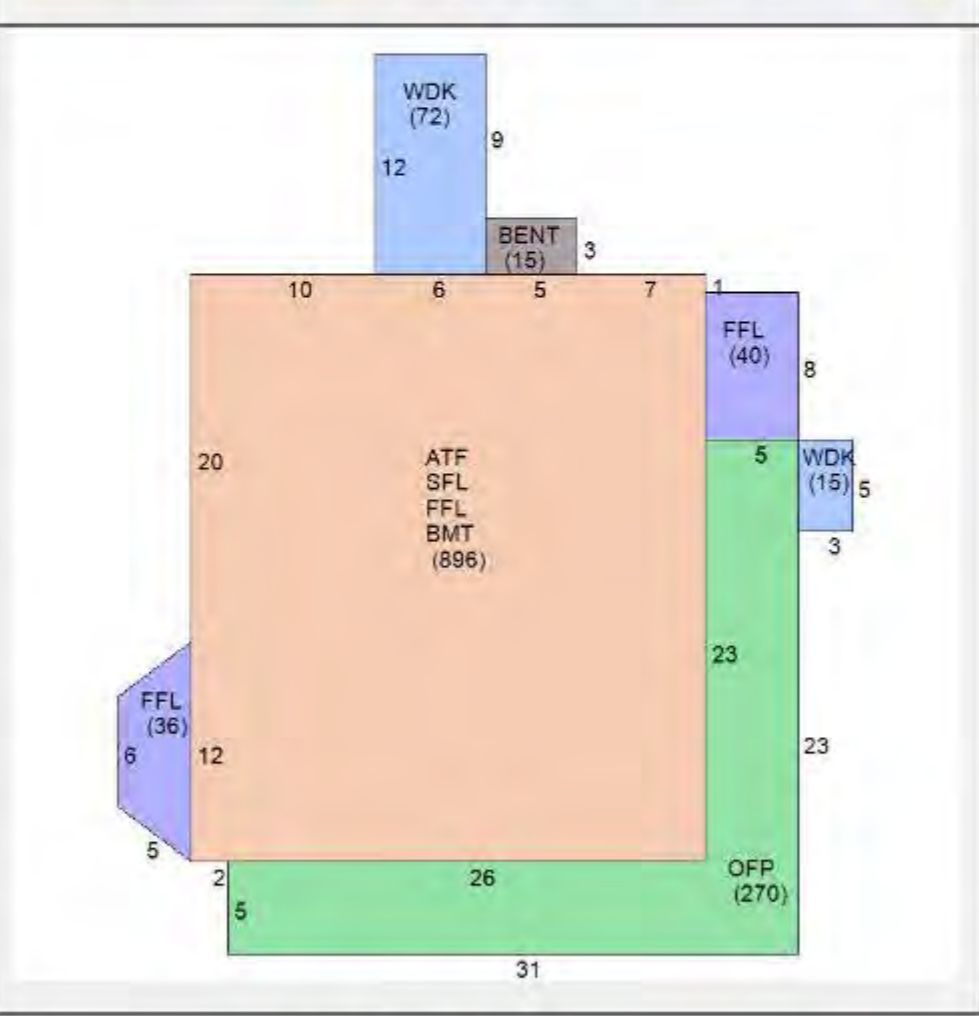
Location	26 PARKER STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1912
Heat	Hot Water
Fireplaces	0
Rooms	12
Bedrooms	4
Bathrooms	3 Full Bath
Above Grade Living Area	2,226.4 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
01/20/2015	\$79,000	2342-226	Quit Claim
10/15/2014	\$100,000	2329-298	Foreclosure
11/06/2001	\$130,000	1033-29	



Building Sub Areas

Sub Area	Net Area
1st Floor	972 SF
2nd Floor	896 SF
Attic Finished	358.4 SF

Parcel Identification		Assessment	
Map/Lot	005-0047-0-000	Land	\$48,600
Account	1432	Building	\$177,500
State Code	40 - Four Family	Card Total	\$226,100
Card	1/2	Parcel Total	\$362,400
User Account	16-1918-27		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$48,600	\$313,400	\$400	\$362,400
2022	\$48,600	\$313,400	\$400	\$362,400
2021	\$39,900	\$225,100	\$400	\$265,400
2020	\$39,900	\$225,100	\$400	\$265,400
2019	\$39,900	\$225,100	\$400	\$265,400

Location and Owner

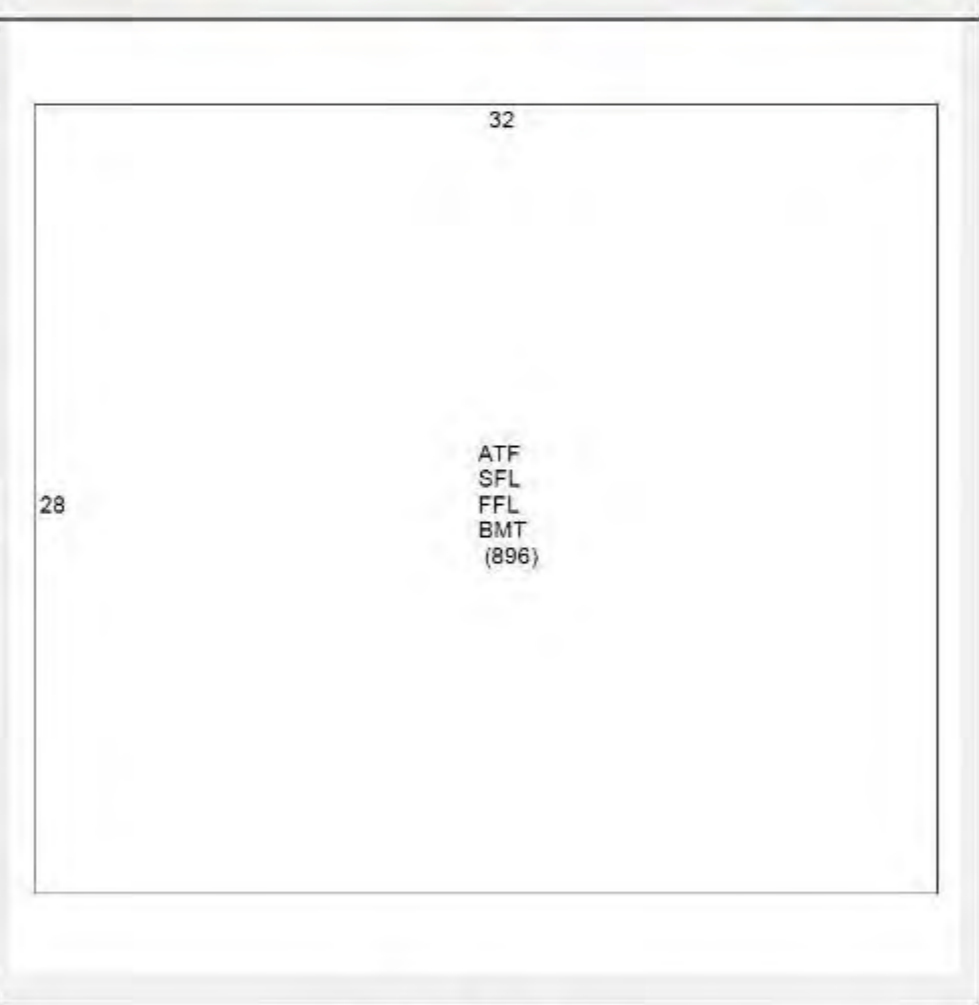
Location	28 WEAVER STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1880
Heat	Hot Water
Fireplaces	0
Rooms	13
Bedrooms	6
Bathrooms	3 Full Bath
Above Grade Living Area	2,150.4 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
05/29/2015	\$117,000	2363-247	Warranty



Building Sub Areas

Sub Area	Net Area
1st Floor	896 SF
2nd Floor	896 SF
Attic Finished	358.4 SF

Parcel Identification		Assessment	
Map/Lot	002-0273-0-000	Land	\$72,300
Account	438	Building	\$233,300
State Code	30 - Three Family	Card Total	\$305,600
Card	1/1	Parcel Total	\$305,600
User Account	16-1918-23		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$72,300	\$233,300	\$0	\$305,600
2022	\$72,300	\$233,300	\$0	\$305,600
2021	\$60,800	\$149,600	\$0	\$210,400
2020	\$60,800	\$149,600	\$0	\$210,400
2019	\$60,800	\$149,600	\$0	\$210,400

Location and Owner

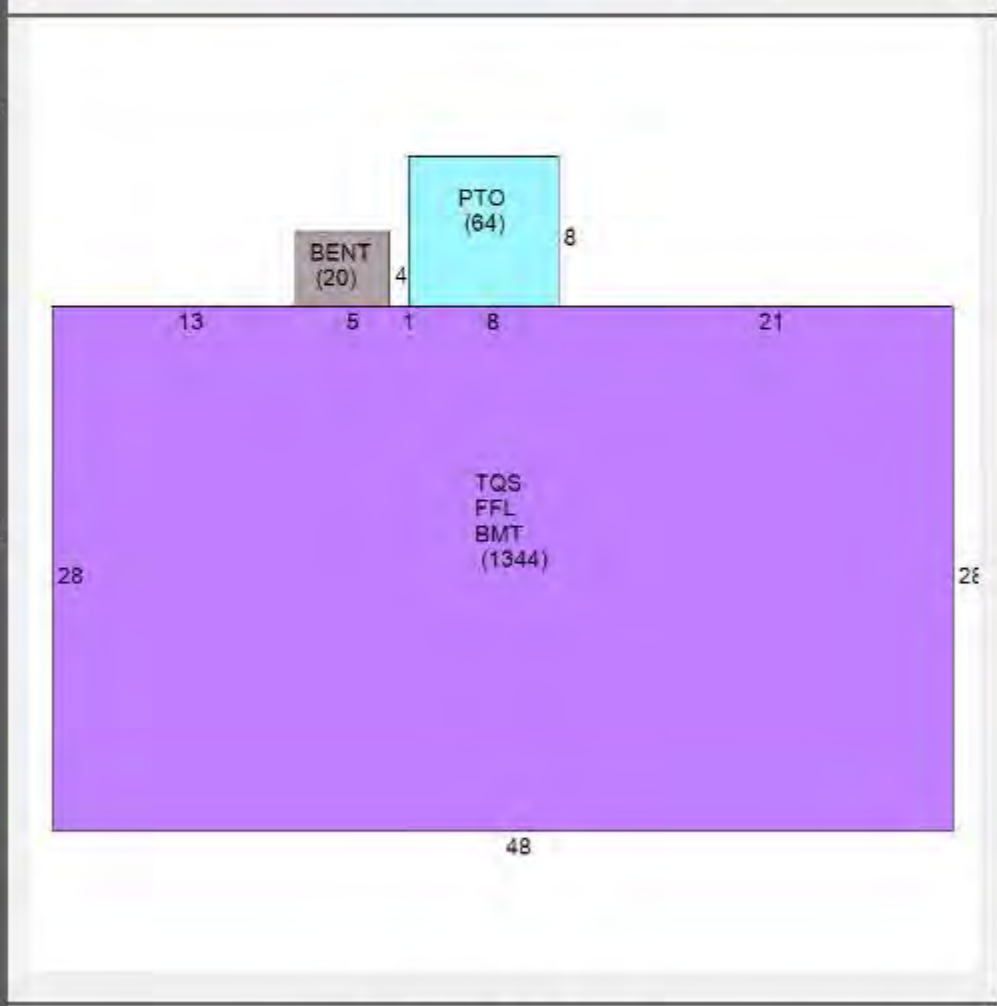
Location	30 PARKER STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02907

Building Information

Design	Duplex
Year Built	1920
Heat	Hot Water
Fireplaces	0
Rooms	12
Bedrooms	5
Bathrooms	3 Full Bath
Above Grade Living Area	2,352 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
02/21/2014	\$95,500	2293-181	Warranty
11/14/2013	\$146,000	2280-304	Foreclosure
03/15/2002	\$134,000	1079-114-116	



Building Sub Areas

Sub Area	Net Area
1st Floor	1,344 SF
3/4 Story	1,008 SF
Basement	1,344 SF

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

Parcel Identification		Assessment	
Map/Lot	006-0737-0-000	Land	\$53,700
Account	2186	Building	\$166,300
State Code	30 - Three Family	Card Total	\$220,000
Card	1/1	Parcel Total	\$220,000
User Account	16-1918-21		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$53,700	\$166,300	\$0	\$220,000
2022	\$53,700	\$166,300	\$0	\$220,000
2021	\$44,100	\$127,900	\$0	\$172,000
2020	\$44,100	\$127,900	\$0	\$172,000
2019	\$44,100	\$127,900	\$0	\$172,000

Location and Owner

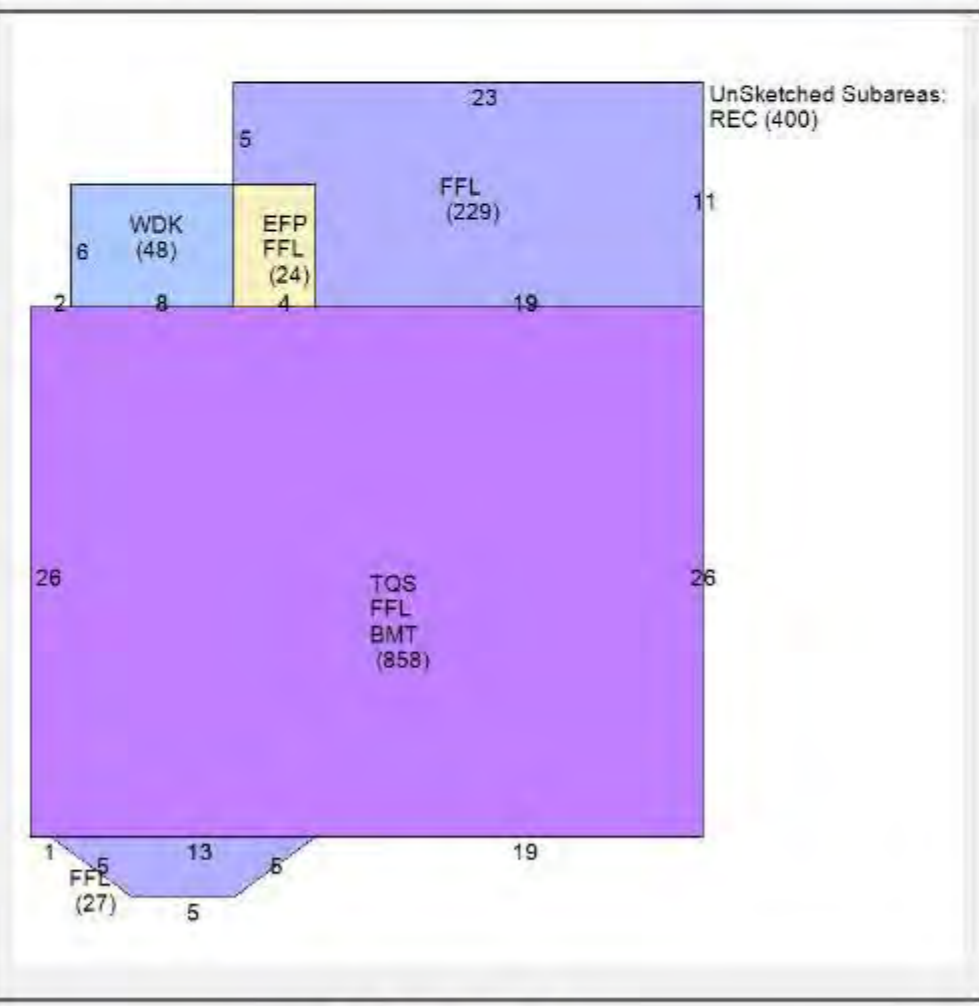
Location	51 EAST STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1900
Heat	Hot Water
Fireplaces	0
Rooms	11
Bedrooms	5
Bathrooms	3 Full Bath
Above Grade Living Area	1,781.5 SF
Below Grade Finished Area	400 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument



Building Sub Areas

Sub Area	Net Area
1st Floor	1,138 SF

Parcel Identification		Assessment	
Map/Lot	040-0103-0-000	Land	\$52,500
Account	10944	Building	\$143,300
State Code	40 - Four Family	Card Total	\$195,800
Card	1/3	Parcel Total	\$444,000
User Account	16-1918-34		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$52,500	\$391,500	\$0	\$444,000
2022	\$52,500	\$391,500	\$0	\$444,000
2021	\$41,900	\$266,100	\$0	\$308,000
2020	\$41,900	\$266,100	\$0	\$308,000
2019	\$41,900	\$266,100	\$0	\$308,000

Location and Owner

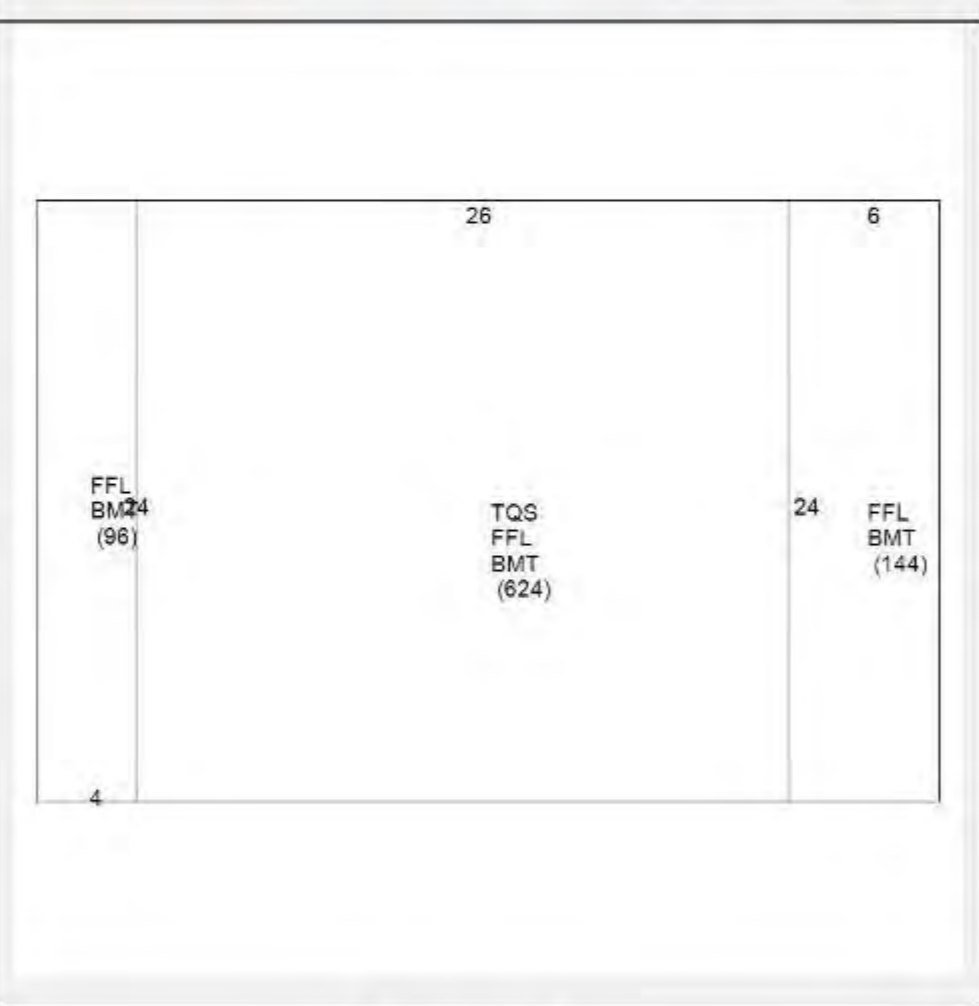
Location	67 PROSPECT HILL AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET SUITE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	Old Style (M)
Year Built	1890
Heat	Hot Water
Fireplaces	0
Rooms	8
Bedrooms	4
Bathrooms	1 Full Bath
Above Grade Living Area	1,332 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
02/22/2019	\$225,000	2484-725	Warranty
12/17/2009	\$0	2037-180	Foreclosure
06/30/2008	\$349,750	0-0	Warranty



Building Sub Areas

Sub Area	Net Area
1st Floor	864 SF
3/4 Story	468 SF
Basement	864 SF

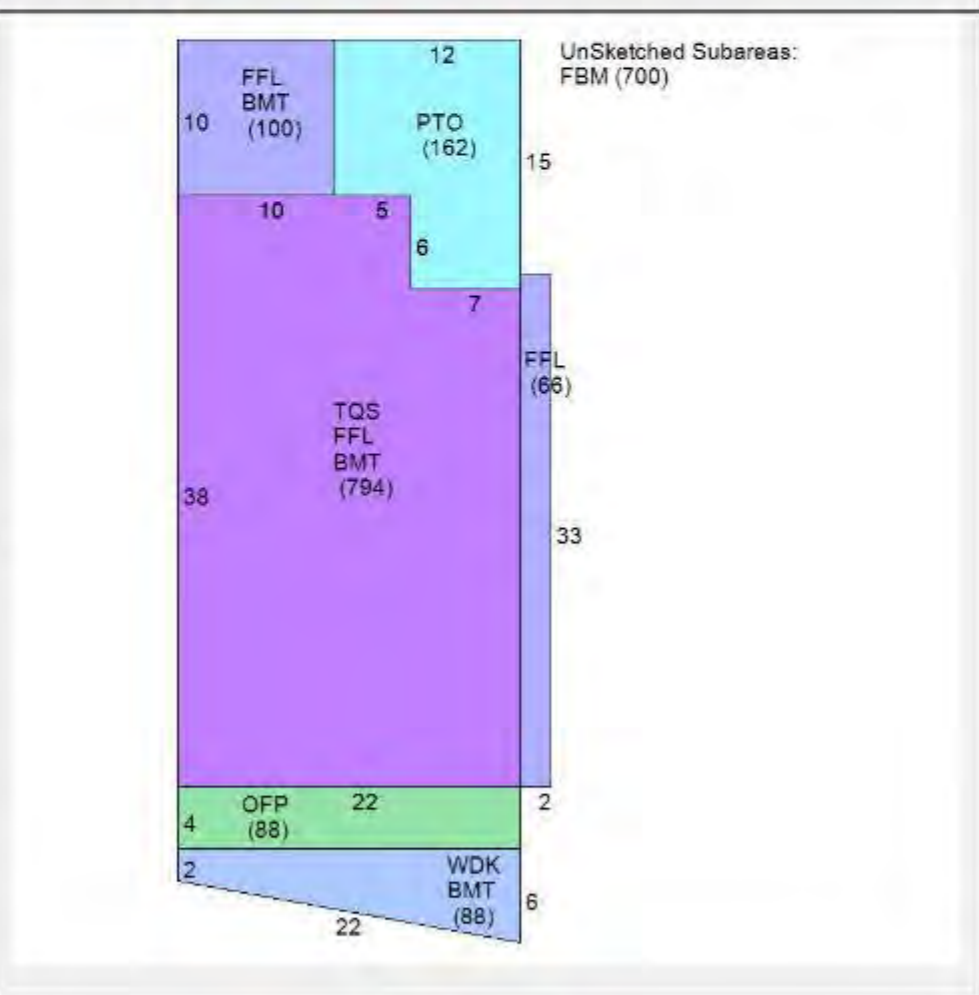
Parcel Identification		Assessment	
Map/Lot	002-0061-0-000	Land	\$63,700
Account	296	Building	\$191,600
State Code	50 - Five Family	Card Total	\$255,300
Card	1/2	Parcel Total	\$371,600
User Account	16-1918-19		

Prior Assessments				
Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$63,700	\$307,900	\$0	\$371,600
2022	\$63,700	\$307,900	\$0	\$371,600
2021	\$48,800	\$214,800	\$0	\$263,600
2020	\$48,800	\$214,800	\$0	\$263,600
2019	\$48,800	\$214,800	\$0	\$263,600

Location and Owner	
Location	72 HIGHLAND STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information	
Design	2 Family
Year Built	1880
Heat	Hot Water
Fireplaces	0
Rooms	12
Bedrooms	6
Bathrooms	3 Full Bath
Above Grade Living Area	1,555.5 SF
Below Grade Finished Area	700 SF

Sale Information			
Sale Date	Sale Price	Legal Reference	Instrument
03/12/2018	\$120,000	2483-938	Warranty
10/31/2006	\$0	1807-133	Quit Claim



Sub Area	Net Area
1st Floor	960 SF
3/4 Story	595.5 SF
Basement	982 SF

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	16-1918-35		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$47,900	\$150,100	\$3,900	\$201,900
2022	\$47,900	\$150,100	\$3,900	\$201,900
2021	\$39,400	\$156,200	\$3,900	\$199,500
2020	\$39,400	\$156,200	\$3,900	\$199,500
2019	\$39,400	\$156,200	\$3,900	\$199,500

Location and Owner

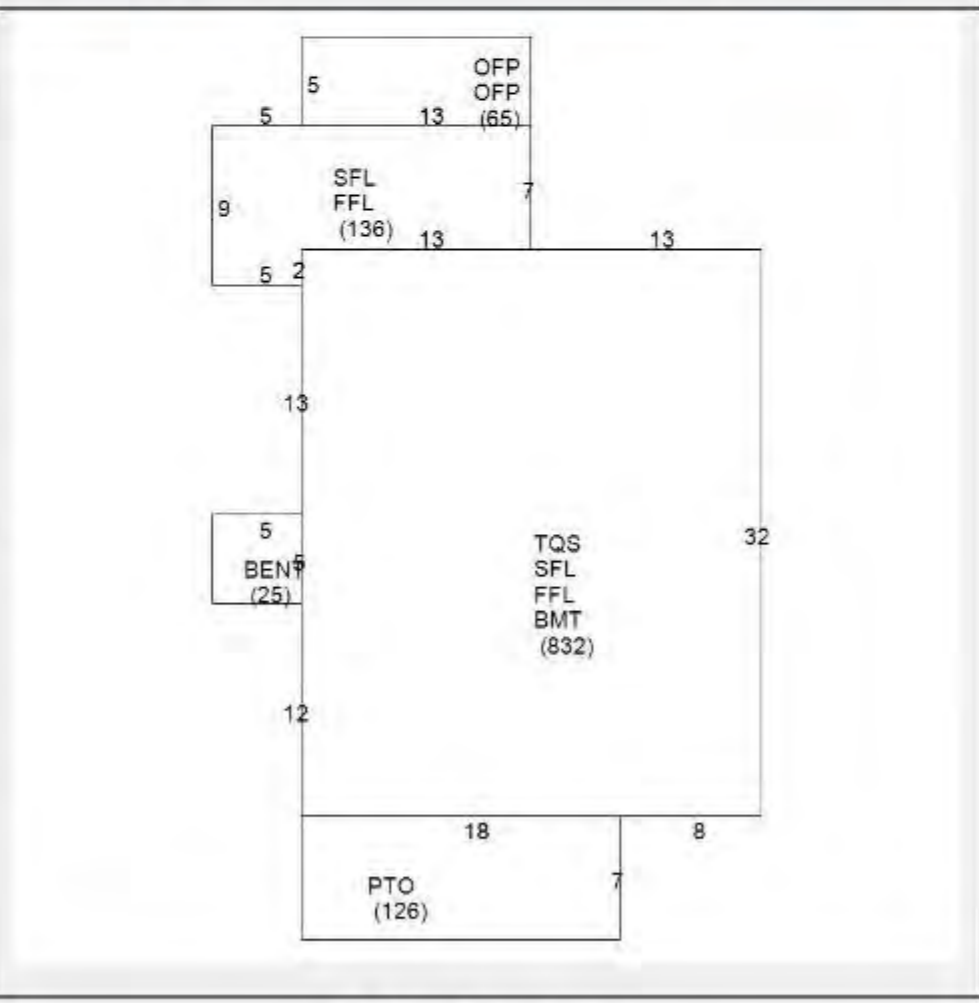
Location	87 POND STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET SUITE 700
Address2	
Address3	PROVIDENCE RI 02903

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	2,560 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
04/14/2021	\$217,000	2486-2418	Warranty



Building Sub Areas

Sub Area	Net Area
1st Floor	968 SF

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

Parcel Identification		Assessment	
Map/Lot	1-124	Land	\$97,400
Account	16	Building	\$166,200
State Code	02 - 2-5 Fam	Card Total	\$263,600
Card	1/1	Parcel Total	\$263,600
User Account	14-2400-00		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$97,400	\$166,200	\$0	\$263,600
2022	\$97,400	\$166,200	\$0	\$263,600
2021	\$28,900	\$112,800	\$0	\$141,700
2020	\$28,900	\$112,800	\$0	\$141,700
2019	\$28,900	\$112,800	\$0	\$141,700

Location and Owner

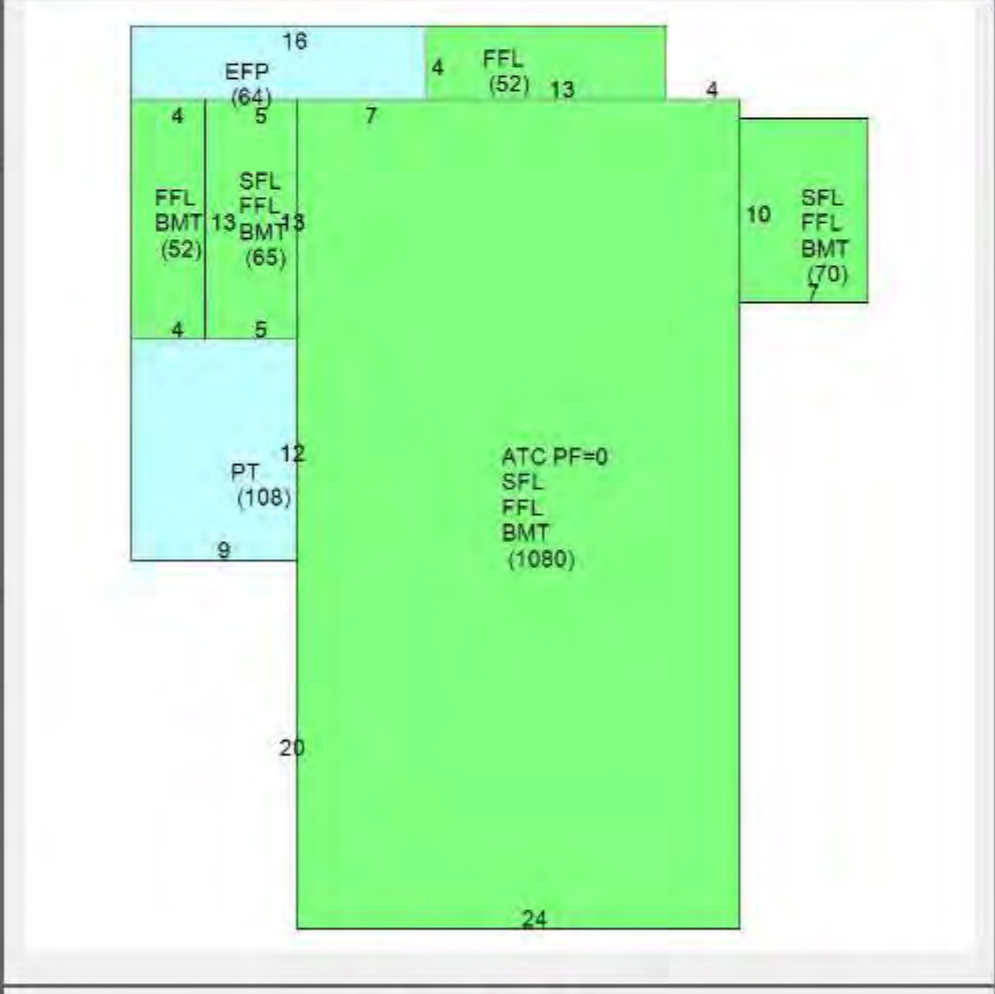
Location	98 RAILROAD ST
Owner	PIONEER INVESTMENTS, LLC
Owner2	
Owner3	
Address	10 DORANCE ST, Unit 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1900
Heat	BB Hot Wtr
Fireplaces	0
Rooms	13
Bedrooms	7
Bathrooms	3 Full Bath
Above Grade Living Area	2,534 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument



Building Sub Areas

Sub Area	Net Area
1ST FLOOR	1,319 SF
2ND FLOOR	1,215 SF

Elaney Elliott (EElliot@riag.ri.gov) is signed in

Parcel Identification		Assessment	
Map/Lot	005-0114-0-000	Land	\$2,100
Account	1484	Building	\$0
State Code	13 - Res Vacant	Card Total	\$2,100
Card	1/1	Parcel Total	\$2,100
User Account	16-1918-28		

Prior Assessments				
Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$2,100	\$0	\$0	\$2,100
2022	\$2,100	\$0	\$0	\$2,100
2021	\$2,100	\$0	\$0	\$2,100
2020	\$2,100	\$0	\$0	\$2,100
2019	\$2,100	\$0	\$0	\$2,100

Location and Owner	
Location	101 POND STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information	
Design	
Year Built	
Heat	
Fireplaces	0
Rooms	0
Bedrooms	0
Bathrooms	
Above Grade Living Area	0 SF

Sale Information			
Sale Date	Sale Price	Legal Reference	Instrument
07/21/2015	\$71,520	2376-171	Quit Claim
06/23/2014	\$261,172	2317-136	Foreclosure
02/25/2014	\$0	2293-36	Quit Claim



Sketch Not Available

Building Sub Areas	
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Land Information	
Land Area	0.057 AC
Zoning	R-6
View	-
Neighborhood	230

Yard Item(s)	
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Parcel Identification		Assessment	
Map/Lot	005-0115-0-000	Land	\$47,600
Account	1485	Building	\$196,500
State Code	30 - Three Family	Card Total	\$244,100
Card	1/1	Parcel Total	\$244,100
User Account	16-1918-28		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$47,600	\$196,500	\$0	\$244,100
2022	\$47,600	\$196,500	\$0	\$244,100
2021	\$39,100	\$151,100	\$0	\$190,200
2020	\$39,100	\$151,100	\$0	\$190,200
2019	\$39,100	\$151,100	\$0	\$190,200

Location and Owner

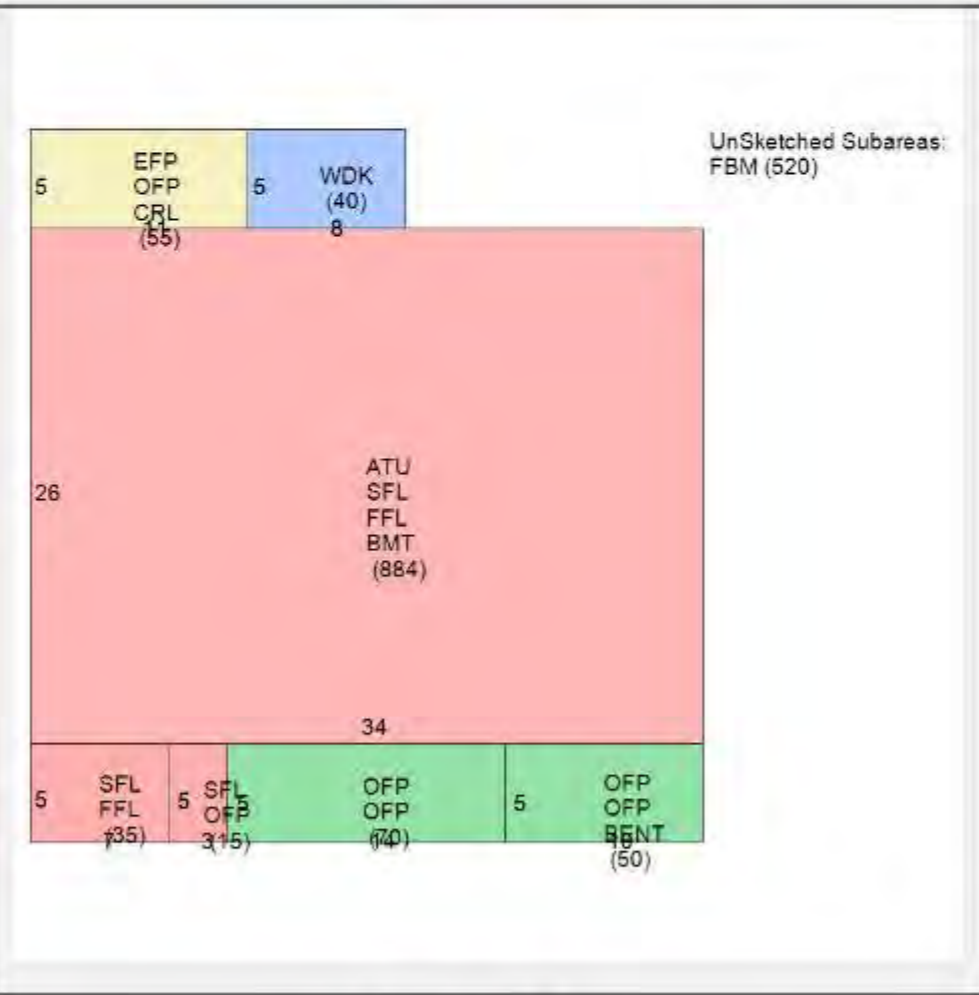
Location	103 POND STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

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	1,853 SF
Below Grade Finished Area	520 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
07/21/2015	\$71,520	2376-171	Quit Claim
06/23/2014	\$261,172	2317-136	Enclosure



Building Sub Areas

Sub Area	Net Area
1st Floor	919 SF
2nd Floor	934 SF
Attic Unfinished	353.6 SF

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

Parcel Identification		Assessment	
Map/Lot	20-635	Land	\$92,300
Account	7994	Building	\$319,700
State Code	02 - 2-5 Family	Card Total	\$412,000
Card	1/1	Parcel Total	\$412,000
User Account	R00-0966-22		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$92,300	\$310,500	\$9,200	\$412,000
2022	\$71,000	\$220,500	\$8,500	\$300,000
2021	\$71,000	\$220,500	\$8,500	\$300,000
2020	\$71,000	\$220,500	\$8,500	\$300,000
2019	\$54,700	\$148,700	\$8,500	\$211,900

Location and Owner

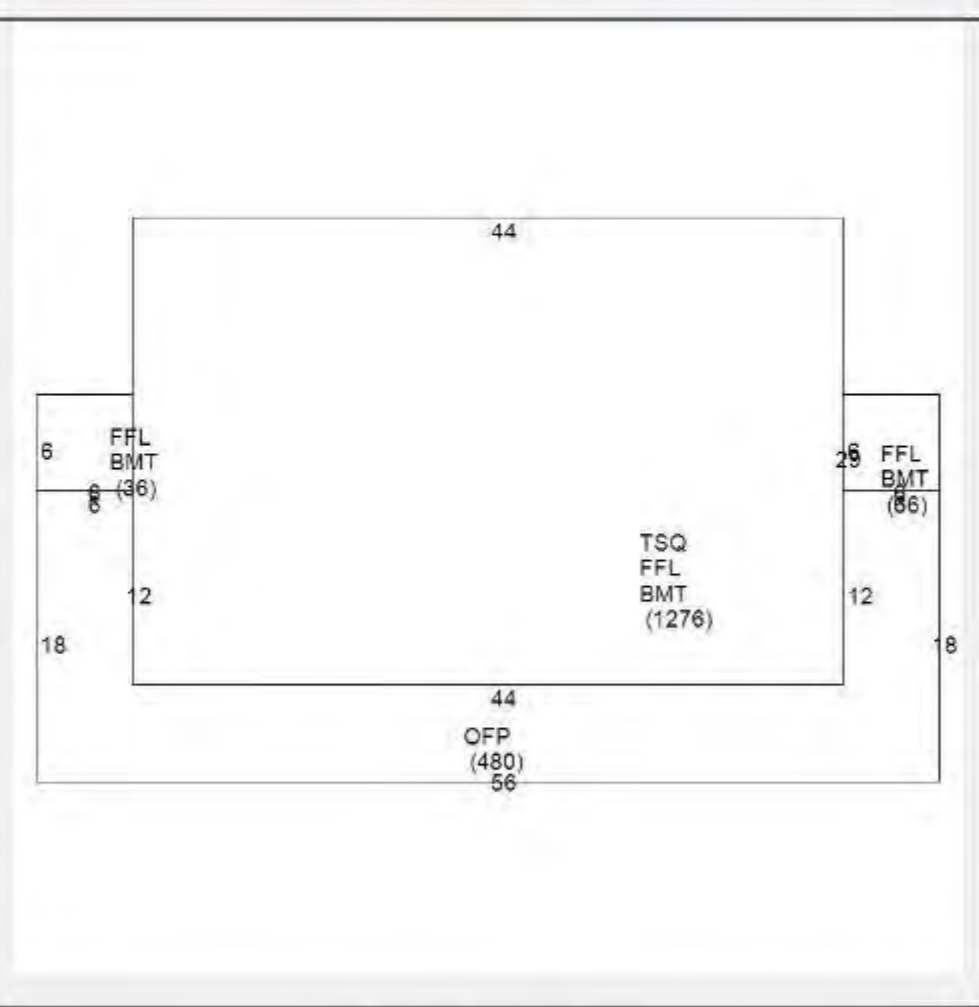
Location	116-118 Waterman AVE
Owner	Pioneer Investments LLC
Owner2	
Owner3	
Address	10 Dorrance Street Suite 700
Address2	
Address3	Providence RI 02903

Building Information

Design	3 Family
Year Built	1910
Heat	BB Hot Wtr
Fireplaces	0
Rooms	10
Bedrooms	4
Bathrooms	3 Full Bath
Above Grade Living Area	2,432.6 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
06/01/2017	\$141,520	3172-104	Special Warranty



Building Sub Areas

Sub Area	Net Area
1st Floor	1,348 SF
3/4 Story	1,084.6 SF
BASEMENT	1,348 SF

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

Parcel Identification		Assessment	
Map/Lot	006-0083-0-000	Land	\$53,200
Account	1870	Building	\$326,000
State Code	30 - Three Family	Card Total	\$379,200
Card	1/1	Parcel Total	\$379,200
User Account	16-1918-22		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$53,200	\$326,000	\$0	\$379,200
2022	\$53,200	\$326,000	\$0	\$379,200
2021	\$43,700	\$247,700	\$0	\$291,400
2020	\$43,700	\$247,700	\$0	\$291,400
2019	\$43,700	\$247,700	\$0	\$291,400

Location and Owner

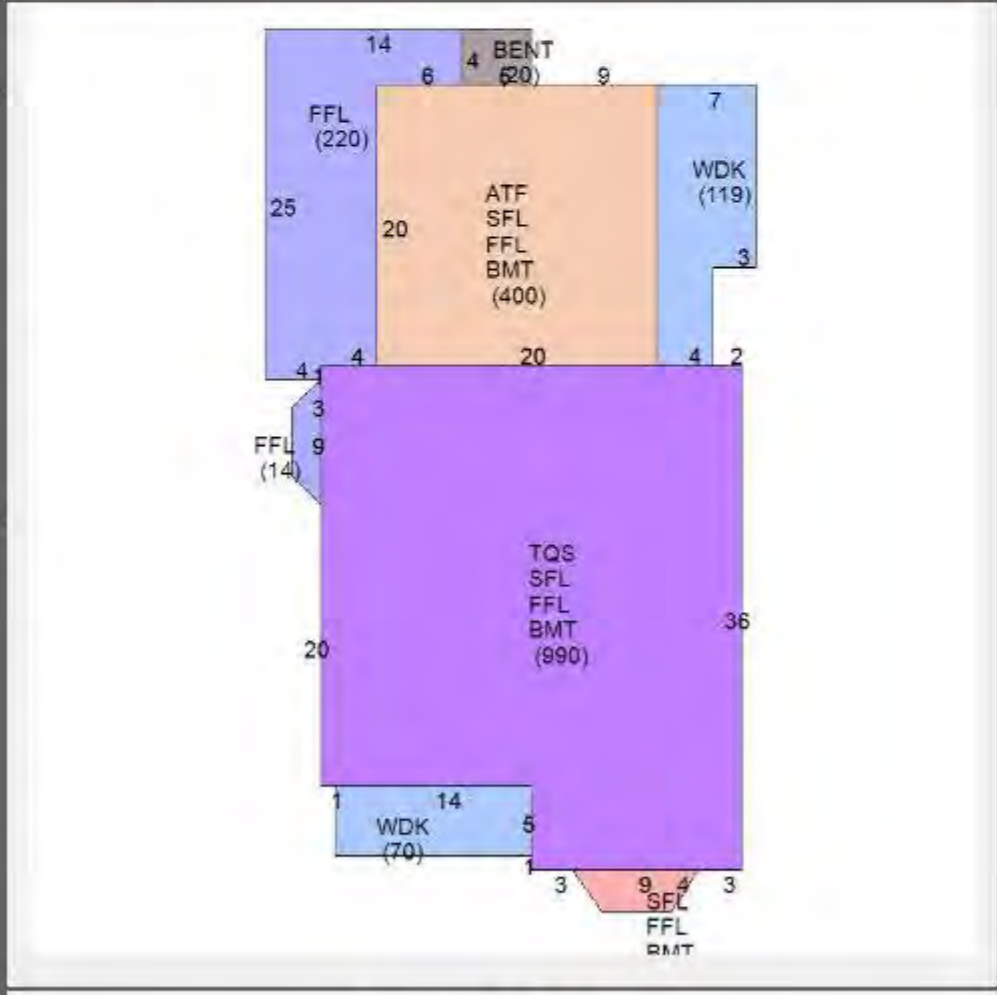
Location	148 BROOKSIDE AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1890
Heat	Hot Water
Fireplaces	0
Rooms	18
Bedrooms	10
Bathrooms	5 Full Bath
Above Grade Living Area	3,958.5 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
05/28/2019	645,000	0016-100	W...



Building Sub Areas

Sub Area	Net Area
1st Floor	4,245 SF

Parcel Identification		Assessment	
Map/Lot	006-0097-0-000	Land	\$53,300
Account	1878	Building	\$262,800
State Code	40 - Four Family	Card Total	\$316,100
Card	1/1	Parcel Total	\$316,100
User Account	16-1918-20		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$53,300	\$259,400	\$3,400	\$316,100
2022	\$53,300	\$259,400	\$3,400	\$316,100
2021	\$43,800	\$181,600	\$3,400	\$228,800
2020	\$43,800	\$181,600	\$3,400	\$228,800
2019	\$43,800	\$181,600	\$3,400	\$228,800

Location and Owner

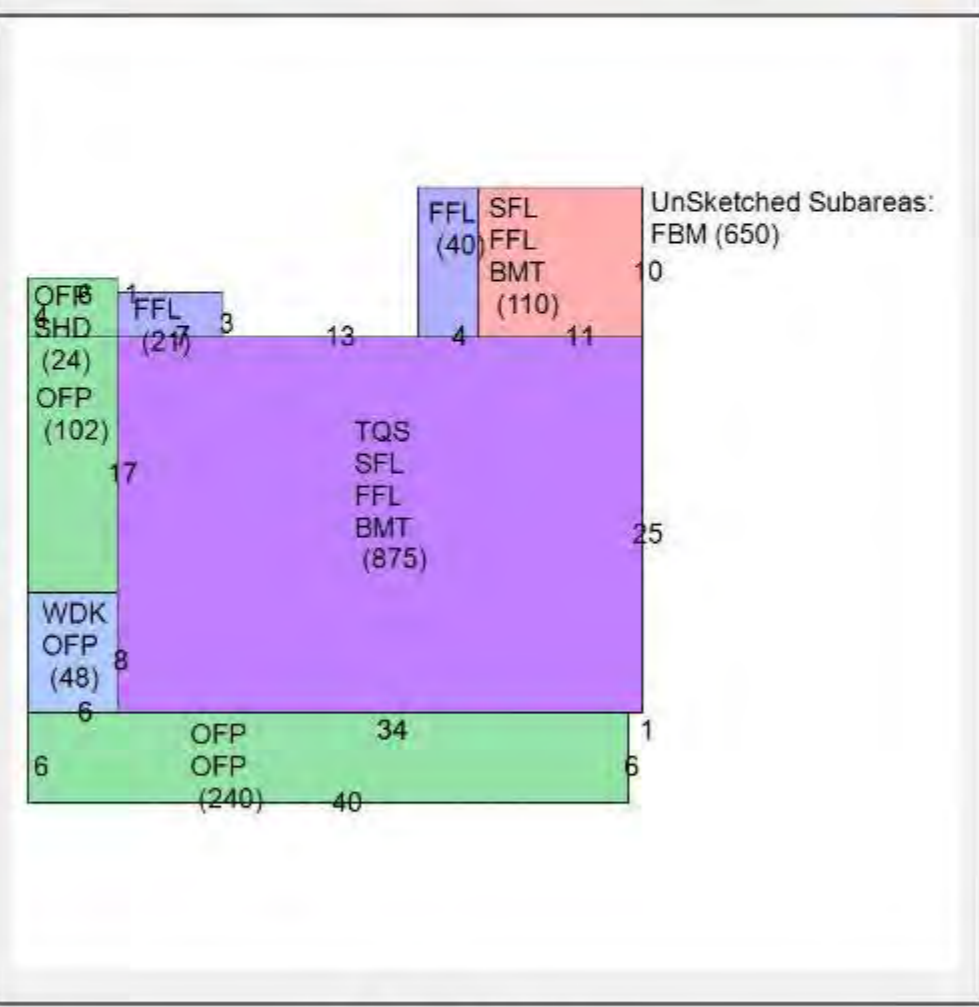
Location	306 WASHINGTON STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1900
Heat	Warm Air
Fireplaces	0
Rooms	17
Bedrooms	6
Bathrooms	4 Full Bath
Above Grade Living Area	2,687.25 SF
Below Grade Finished Area	650 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
03/18/2013	\$82,200	2229-183	Warranty
12/06/2011	\$1	2215-165	Quit Claim



Building Sub Areas

Sub Area	Net Area
1st Floor	1,046 SF
2nd Floor	985 SF
3/4 Story	656.25 SF

Parcel Identification		Assessment	
Map/Lot	036-0104-0-000	Land	\$74,200
Account	10083	Building	\$243,100
State Code	30 - Three Family	Card Total	\$317,300
Card	1/1	Parcel Total	\$317,300
User Account	16-1918-24		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$74,200	\$238,000	\$5,100	\$317,300
2022	\$74,200	\$238,000	\$5,100	\$317,300
2021	\$54,800	\$180,200	\$9,800	\$244,800
2020	\$54,800	\$180,200	\$9,800	\$244,800
2019	\$54,800	\$180,200	\$9,800	\$244,800

Location and Owner

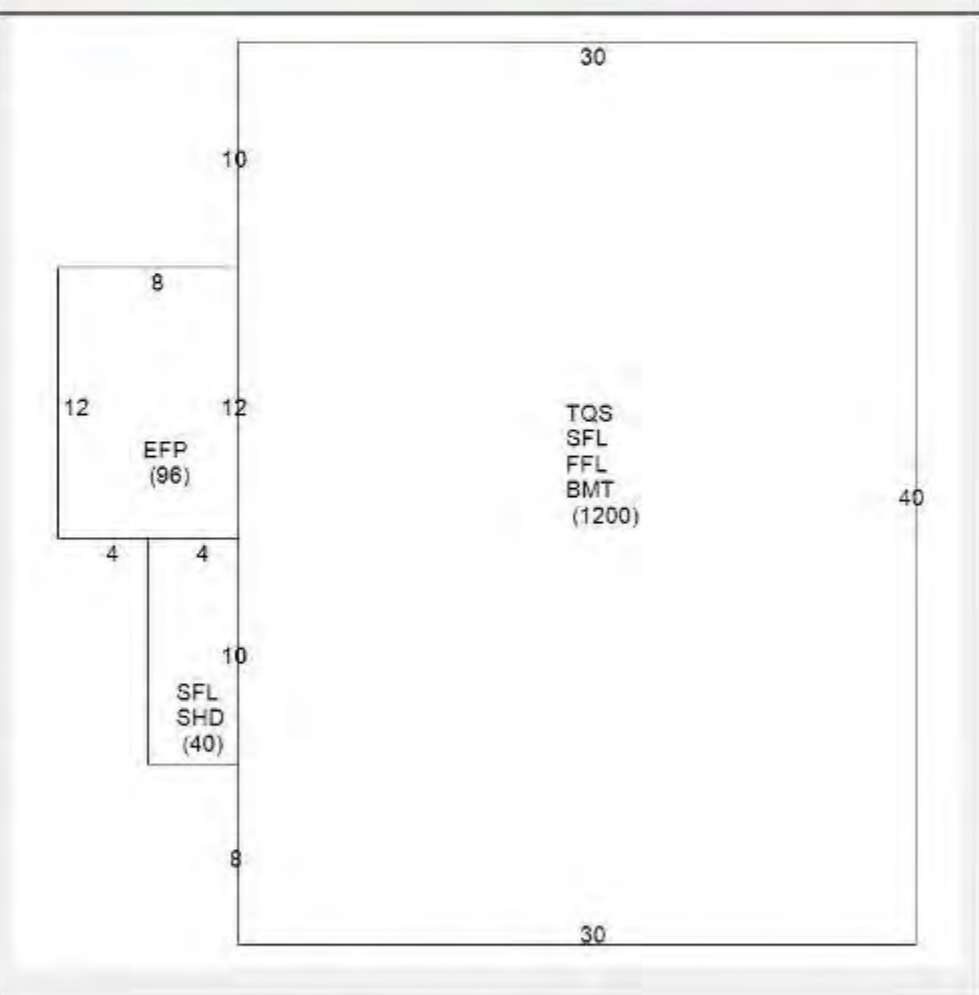
Location	600 PROVIDENCE STREET
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST SUITE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	3 Family
Year Built	1900
Heat	Hot Water
Fireplaces	0
Rooms	15
Bedrooms	8
Bathrooms	3 Full Bath
Above Grade Living Area	3,340 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
06/27/2014	\$101,000	2313-83	Quit Claim
05/28/2014	\$105,500	2308-261	Foreclosure



Building Sub Areas

Sub Area	Net Area
1st Floor	1,200 SF
2nd Floor	1,240 SF
3/4 Story	900 SF

Parcel Identification		Assessment	
Map/Lot	23C-710	Land	\$109,200
Account	11434	Building	\$244,500
State Code	02 - 2-5 Family	Card Total	\$353,700
Card	1/2	Parcel Total	\$431,700
User Account	R00-1001-41		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$109,200	\$320,900	\$1,600	\$431,700
2022	\$75,200	\$208,200	\$4,900	\$288,300
2021	\$75,200	\$208,200	\$4,900	\$288,300
2020	\$75,200	\$208,200	\$4,900	\$288,300
2019	\$73,300	\$176,400	\$2,800	\$252,500

Location and Owner

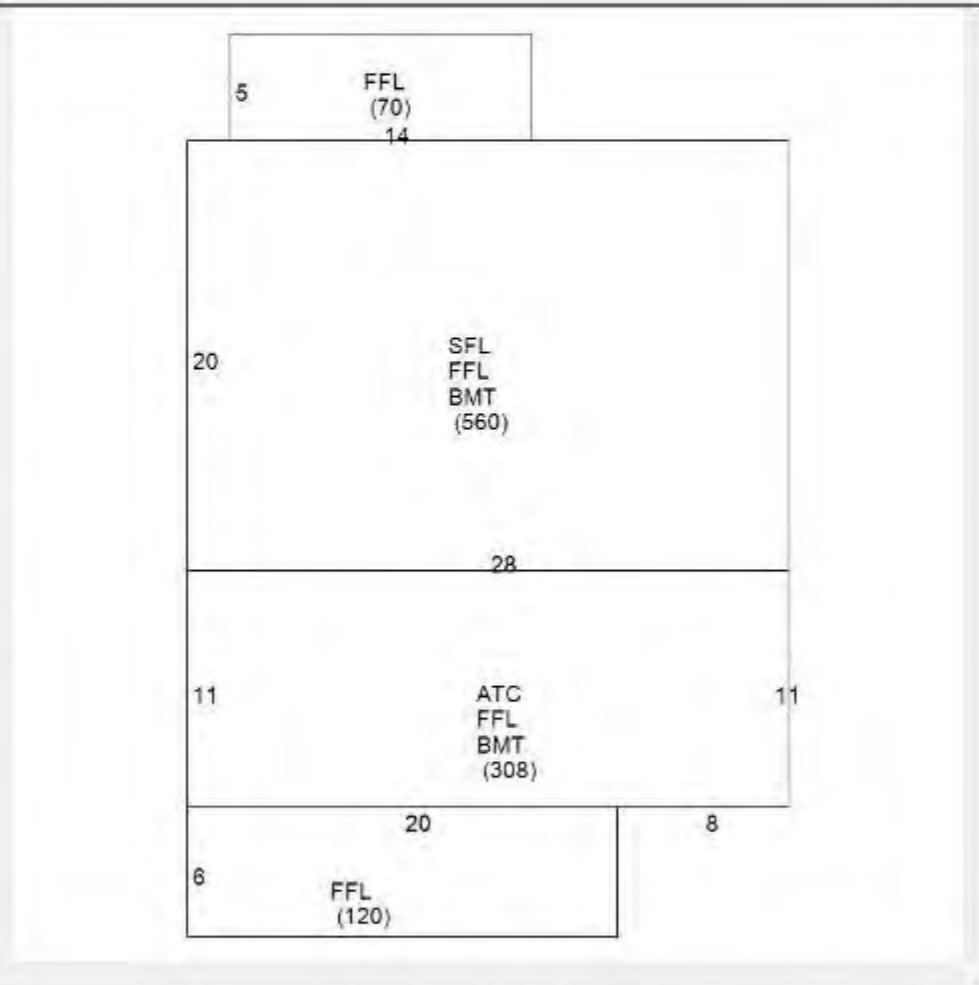
Location	1360 Charles ST
Owner	Pioneer Investments LLC
Owner2	
Owner3	
Address	10 Dorrance Street Suite 700
Address2	
Address3	Providence RI 02904

Building Information

Design	Bungalow
Year Built	1923
Heat	BB Hot Wtr
Fireplaces	0
Rooms	7
Bedrooms	3
Bathrooms	3 Full Bath
Above Grade Living Area	1,772 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
09/18/2017	\$181,250	3187-27	Special Warranty
05/01/2017	\$190,000	3153-309	Foreclosure



Building Sub Areas

Sub Area	Net Area
1st Floor	1,058 SF
2nd Floor	560 SF
ATTIC	154 SF
BASEMENT	868 SF

8 KNOWLES ST

Location 8 KNOWLES ST

Mblu 64 / 0496 /

Acct# 640496

Owner PIONEER INVESTMENTS LLC

Assessment \$238,700

Appraisal \$238,700

PID 18247

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$187,000	\$51,700	\$238,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$187,000	\$51,700	\$238,700

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST SUITE 700
PROVIDENCE, RI 02903

Sale Price \$300,000
Certificate
Book & Page 4938/0030
Sale Date 11/21/2022
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$300,000		4938/0030	00	11/21/2022
JABTERAKES LEO	\$0		2161/0061		08/17/2004
JABTERAKES ELAINE	\$0		0805/7438		12/23/1993
JABTERAKES JAMES & ELAINE	\$0		0778/1965		07/25/1989
AJOOTIAN JAMES	\$0		0770/1487		10/07/1988

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 2,246
Replacement Cost: \$292,151
Building Percent Good: 64
Replacement Cost Less Depreciation: \$187,000

Building Attributes

Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	2.25
Occupancy:	3
Exterior Wall 1:	Asbest Shingle
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	5 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	4
Total Rooms	11
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\03\24\28.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/18247_18)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	936	936
FUS	Finished Upper Story	936	936
EAF	Fin Expansion Attic	936	374
UBM	Basement	936	0
		3,744	2,246

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 103
Description THREE FAMILY
Zone RM
Neighborhood 155
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 4000
Frontage
Depth
Assessed Value \$51,700
Appraised Value \$51,700

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$187,000	\$51,700	\$238,700
2021	\$187,000	\$51,700	\$238,700
2020	\$111,100	\$52,300	\$163,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$187,000	\$51,700	\$238,700
2021	\$187,000	\$51,700	\$238,700
2020	\$111,100	\$52,300	\$163,400

13 SANFORD ST

Location 13 SANFORD ST

Mblu 21 / / 0373 / /

Acct# 210373

Owner PIONEER INVESTMENTS LLC

Assessment \$456,100

Appraisal \$456,100

PID 6955

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$393,300	\$62,800	\$456,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$393,300	\$62,800	\$456,100

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRENCE ST STE 700
PROVIDENCE, RI 02903

Sale Price \$100,520
Certificate
Book & Page 4009/0154
Sale Date 10/19/2016
Instrument 25

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$100,520		4009/0154	25	10/19/2016
WELLS FARGO BANK	\$4,059		3916/0140		02/05/2016
WELLS FARGO BANK NA & SUNRISE REALTY	\$3,512		3850/0247	25	07/15/2015
WELLS FARGO BANK NA	\$120,957		3788/0166	14	12/22/2014
SANFORD ST REALTY REDEMPTION CO	\$10		3714/0077	25	04/15/2014

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 4,452
Replacement Cost: \$586,972
Building Percent Good: 67
Replacement Cost Less Depreciation: \$393,300

Building Attributes

Field	Description
Style:	Four Family
Model	Multi-Family
Grade:	C+
Stories:	3
Occupancy:	4
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Mansard
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	9 Bedrooms +
Total Full Baths	4
Total Half Baths	0
Total Xtra Fixtrs:	6
Total Rooms	16
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00/05/60/13.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/6955_695)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	2,906	2,906
BAS	First Floor	1,546	1,546
FOP	Open Porch	78	0
UBM	Basement	1,546	0
		6,076	4,452

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 104
Description FOUR FAMILY
Zone RM
Neighborhood 175
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 6890
Frontage
Depth
Assessed Value \$62,800
Appraised Value \$62,800

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$393,300	\$62,800	\$456,100
2021	\$393,300	\$62,800	\$456,100
2020	\$242,100	\$52,300	\$294,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$393,300	\$62,800	\$456,100
2021	\$393,300	\$62,800	\$456,100
2020	\$242,100	\$52,300	\$294,400

14 SOUTH ST

Location 14 SOUTH ST

Mblu 23 / 0495 /

Acct# 230495

Owner PIONEER INVESTMENTS LLC

Assessment \$256,500

Appraisal \$256,500

PID 7171

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$195,600	\$60,900	\$256,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$195,600	\$60,900	\$256,500

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRENCE ST STE 700
PROVIDENCE, RI 02903

Sale Price \$180,000
Certificate
Book & Page 4115/0138
Sale Date 07/20/2017
Instrument 07

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$180,000		4115/0138	07	07/20/2017
SOARES VICTOR C	\$135,000		1292/0033	00	04/19/2001
OLIVEIRA RONALD J & MARIA H	\$0		0780/1566		09/29/1989
OLIVEIRA, RONALD J. &	\$0		0746/2110		05/16/1986

Building Information

Building 1 : Section 1

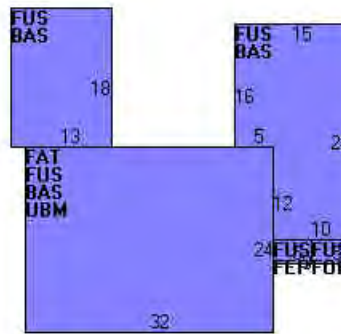
Year Built: 1828
Living Area: 2,984
Replacement Cost: \$312,246
Building Percent Good: 62
Replacement Cost Less Depreciation: \$193,600

Building Photo



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Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/7171_717)

Building Attributes	
Field	Description
Style:	Five Family
Model	Multi-Family
Grade:	C
Stories:	2.25
Occupancy:	5
Exterior Wall 1:	Aluminum Sidin
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Pine/Soft Wood
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	7 Bedrooms
Total Full Baths	5
Total Half Baths	0
Total Xtra Fixtrs:	8
Total Rooms	20
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	
Fndtn Cndtn	
Basement	

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	1,392	1,392
BAS	First Floor	1,362	1,362
FAT	Finished Attic	768	230
FEP	Fin Encl Porch	15	0
FOP	Open Porch	15	0
UBM	Basement	768	0
		4,320	2,984

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	105	Size (Sqr Feet)	7769
Description	FIVE FAMILY	Frontage	
Zone	RM	Depth	
Neighborhood	173	Assessed Value	\$60,900
Alt Land Appr	No	Appraised Value	\$60,900
Category			

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			2000.00 SF	\$2,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$195,600	\$60,900	\$256,500
2021	\$195,600	\$60,900	\$256,500
2020	\$122,100	\$42,500	\$164,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$195,600	\$60,900	\$256,500
2021	\$195,600	\$60,900	\$256,500
2020	\$122,100	\$42,500	\$164,600

16 SISSON ST

Location 16 SISSON ST

Mblu 55 / / 0231 / /

Acct# 550231

Owner PIONEER INVESTMENTS LLC

Assessment \$249,000

Appraisal \$249,000

PID 16277

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$195,800	\$53,200	\$249,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$195,800	\$53,200	\$249,000

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST
PROVIDENCE, RI 02903

Sale Price \$281,000
Certificate
Book & Page 4795/0153
Sale Date 12/03/2021
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$281,000		4795/0153	00	12/03/2021
POISSON SCOTT J & STACEY TRUSTEES	\$0		4540/0160	01	07/16/2020
POISSON SCOTT J	\$0		4434/0235	25	10/24/2019
POISSON SCOTT J & MOORE DEBRA	\$133,000		0771/1392	15	11/09/1988
THOMSON, RICHARD &	\$0		0747/0416		05/27/1986

Building Information

Building 1 : Section 1

Year Built: 1890
Living Area: 2,531
Replacement Cost: \$326,365
Building Percent Good: 60
Replacement Cost Less Depreciation: \$195,800

Building Attributes

Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	2.25
Occupancy:	3
Exterior Wall 1:	Aluminum Sidin
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	Linoleum
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	1
Total Rooms	11
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



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Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/16277_16)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,134	1,134
FUS	Finished Upper Story	998	998
EAF	Fin Expansion Attic	998	399
FEP	Fin Encl Porch	99	0
UBM	Basement	1,038	0
		4,267	2,531

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 103
Description THREE FAMILY
Zone RM
Neighborhood 155
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 5000
Frontage
Depth
Assessed Value \$53,200
Appraised Value \$53,200

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$195,800	\$53,200	\$249,000
2021	\$195,800	\$53,200	\$249,000
2020	\$115,200	\$53,900	\$169,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$195,800	\$53,200	\$249,000
2021	\$195,800	\$53,200	\$249,000
2020	\$115,200	\$53,900	\$169,100

17 SANFORD ST

Location 17 SANFORD ST

Mblu 21 / / 0374 / /

Acct# 210374

Owner PIONEER INVESTMENTS LLC

Assessment \$352,300

Appraisal \$352,300

PID 6956

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$290,400	\$61,900	\$352,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$290,400	\$61,900	\$352,300

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST SUITE 700
PROVIDENCE, RI 02903

Sale Price \$224,000
Certificate
Book & Page 4472/0345
Sale Date 01/21/2020
Instrument 14

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$224,000		4472/0345	14	01/21/2020
YEBOAH COMFORT M ARMAH	\$100		4377/0260	01	06/06/2019
YEBOAH COMFORT M ARMAH & YEBOAH SETH	\$0		4330/0082	25	01/18/2019
YEBOAH COMFORT M ARMAH & YEBOAH SETH	\$1,611		4173/0155	09	12/18/2017
YEBOAH COMFORT M ARMAH & YEBOAH SETH	\$153,406		3928/0157	36	03/18/2016

Building Information

Building 1 : Section 1

Year Built: 1910
Living Area: 3,926
Replacement Cost: \$453,672
Building Percent Good: 64
Replacement Cost Less Depreciation: \$290,400

Building Attributes

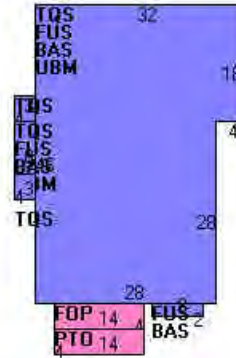
Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	2.75
Occupancy:	3
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	9 Bedrooms +
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	4
Total Rooms	18
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\60\12.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/6956_695)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
BAS	First Floor	1,400	1,400
FUS	Finished Upper Story	1,400	1,400
TQS	Three Quarter Story	1,408	1,126
FOP	Open Porch	56	0
PTO	Patio	56	0
UBM	Basement	1,384	0
		5,704	3,926

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 103
Description THREE FAMILY
Zone RM
Neighborhood 175
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 6112
Frontage
Depth
Assessed Value \$61,900
Appraised Value \$61,900

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$290,400	\$61,900	\$352,300
2021	\$290,400	\$61,900	\$352,300
2020	\$170,100	\$51,600	\$221,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$290,400	\$61,900	\$352,300
2021	\$290,400	\$61,900	\$352,300
2020	\$170,100	\$51,600	\$221,700

27 HAWES ST

Location 27 HAWES ST

Mblu 44 / / 0364 / /

Acct# 440364

Owner PIONEER INVESTMENTS LLC

Assessment \$292,000

Appraisal \$292,000

PID 12501

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$258,900	\$33,100	\$292,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$258,900	\$33,100	\$292,000

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST SUITE 700
PROVIDENCE, RI 02903

Sale Price \$325,000
Certificate
Book & Page 4944/0290
Sale Date 12/08/2022
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$325,000		4944/0290	00	12/08/2022
RI HOLDINGS LLC	\$240,000		4217/0349	00	04/18/2018
SANNI SAFURAT	\$210,000		4087/0059	00	05/12/2017
ROTHEMICH MICHAEL J	\$125,000		3434/0165	00	12/28/2011
WESCOTT CLARK D	\$150,000		3046/0238	05	07/31/2008

Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 3,175
Replacement Cost: \$404,577
Building Percent Good: 64
Replacement Cost Less Depreciation: \$258,900

Building Attributes

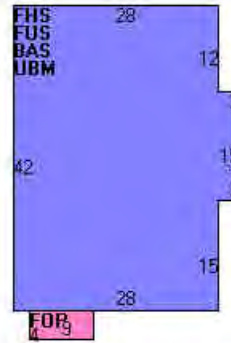
Field	Description
Style:	Four Family
Model	Multi-Family
Grade:	C
Stories:	2.5
Occupancy:	4
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	Plaster
Interior Flr 1:	Carpet
Interior Flr 2:	Hardwood
Heat Fuel:	Gas
Heat Type:	Steam
AC Type:	None
Total Bedrooms	7 Bedrooms
Total Full Baths	4
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	15
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\29\63.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/12501_12)

Building Sub-Areas (sq ft)			<u>Legend</u>	
Code	Description	Gross Area	Living Area	
BAS	First Floor	1,221	1,221	
FUS	Finished Upper Story	1,221	1,221	
FHS	Finished Half Story	1,221	733	
FOP	Open Porch	36	0	
UBM	Basement	1,221	0	
		4,920	3,175	

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code	104
Description	FOUR FAMILY
Zone	RM
Neighborhood	183
Alt Land Appr Category	No

Land Line Valuation

Size (Sqr Feet)	2310
Frontage	
Depth	
Assessed Value	\$33,100
Appraised Value	\$33,100

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$258,900	\$33,100	\$292,000
2021	\$258,900	\$33,100	\$292,000
2020	\$159,400	\$41,300	\$200,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$258,900	\$33,100	\$292,000
2021	\$258,900	\$33,100	\$292,000
2020	\$159,400	\$41,300	\$200,700

38 VAN BUREN ST

Location 38 VAN BUREN ST

Parcel ID 293/ 0112/ 0000/ /

Account # 121645

Owner PIONEER INVESTMENTS LLC

Assessment \$294,900

Internal PID 6151

Building Count 1

Current Value

Assessment	
Valuation Year	Total
2023	\$294,900

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	PIONEER INVESTMENTS LLC	Sale Price	\$199,000
Co-Owner		Book & Page	10133/0260
Care Of		Sale Date	05/06/2022
Address	10 DORRANCE ST #700 PROVIDENCE, RI 02907	Instrument	U
		Qualified	U

Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$199,000	10133/0260	U	05/06/2022
GOMEZ, JACQUELINE ANTTIO	\$0	9314/0195	33	07/24/2019
ANTTIO, GEORGE M	\$0	4737/0039		07/28/2003
ANTTIO, GEORGE M	\$0	3458/0236		10/27/2000

Building Information

Building 1 : Section 1

Year Built: 1925
Living Area: 1,597
Replacement Cost: \$292,624
Building Percent Good: 63
Replacement Cost Less Depreciation: \$184,400

Building Attributes

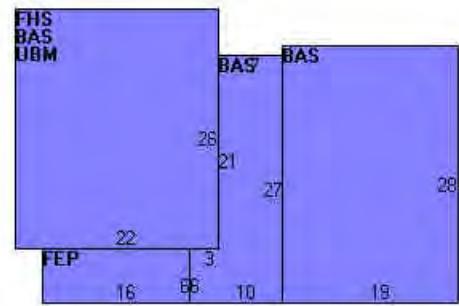
Field	Description
Style:	2 Unit
Model	Residential
Grade:	Average
Stories:	1.5
Occupancy:	2
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms	2 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	1
Total Rooms	8
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	2
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	0
Bedrooms in LL	

Building Photo



(<https://images.vgsi.com/photos/WarwickRIPhotos/\00\05\35\04.JPG>)

Building Layout



(https://images.vgsi.com/photos/WarwickRIPhotos//Sketches/6151_6151.jp)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,311	1,311
FHS	Finished Half Story	572	286
FEP	Fin Encl Porch	96	0
UBM	Basement	572	0
		2,551	1,597

Cathedral Ceil	No
Site Loc	
In Law Apt	No
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Parcel Information

Use Code 102
Description Two Family
Deeded Acres 0.11

Land

Land Use	Land Line Valuation
Use Code 102	Size (Acres) 0.11
Description Two Family	Assessed Value \$110,500
Neighborhood 100	

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Assessment	
Valuation Year	Total
2023	\$294,900
2022	\$201,900
2021	\$201,900

60 PLEASANT STREET

Location 60 PLEASANT STREET

Mblu 9/G / 86/ 15/

Acct# 00037987

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$319,800

Appraisal \$319,800

PID 3951

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$266,400	\$53,400	\$319,800

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$266,400	\$53,400	\$319,800

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02903

Sale Price \$150,000
Certificate
Book & Page 2489/295
Sale Date 12/04/2019
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$150,000		2489/295	00	12/04/2019
NEVES PAULA	\$58,000		1965/86	1N	05/01/2012
VERDO ANDRE	\$80,000		1770/216	1S	11/03/2008
LASALLE BANK NTL ASSOC TRUSTEE	\$222,580		1766/0089	1L	10/09/2008
CANNON FRANK	\$198,000		1305/0456	CONV	09/09/2003

Building Information

Building 1 : Section 1

Year Built: 1925
Living Area: 3,873
Replacement Cost: \$380,579
Building Percent Good: 70
Replacement Cost Less Depreciation: \$266,400

Building Attributes

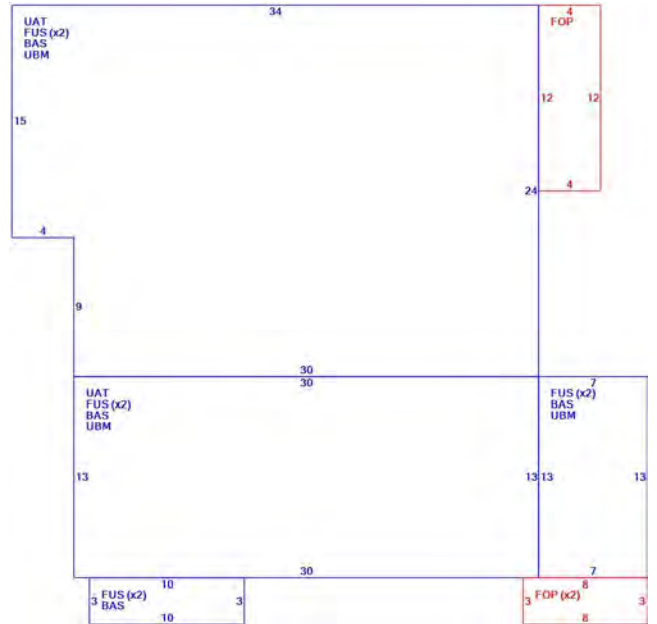
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	3
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Flr Furn/Space
AC Type:	None
Total Bedrooms:	7 Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	14
Bath Style:	Average
Kitchen Style:	Modern
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

 Building Photo

(<https://images.vgsi.com/photos/WoonsocketRIPhotos/default.jpg>)

Building Layout



([ParcelSketch.ashx?pid=3951&bid=11141](#))

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	2,582	2,582
BAS	First Floor	1,291	1,291
FOP	Porch, Open	96	0
UAT	Attic, Unfinished	1,170	0
UBM	Basement, Unfinished	1,261	0
		6,400	3,873

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 1050
Description THREE FAM MDL-01
Zone MU1
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.12
Frontage 0
Depth 0
Assessed Value \$53,400
Appraised Value \$53,400
lbllndfront

Outbuildings

Outbuildings

[Legend](#)

No Data for Outbuildings

Valuation History

Appraisal

Valuation Year	Improvements	Land	Total
2021	\$135,800	\$22,800	\$158,600
2020	\$135,800	\$22,800	\$158,600
2019	\$135,800	\$22,800	\$158,600

Assessment

Valuation Year	Improvements	Land	Total
2021	\$135,800	\$22,800	\$158,600
2020	\$135,800	\$22,800	\$158,600
2019	\$135,800	\$22,800	\$158,600

93 TWEED ST

Location 93 TWEED ST

Mblu 10 / / 0760 / /

Acct# 100760

Owner PIONEER INVESTMENTS LLC

Assessment \$295,900

Appraisal \$295,900

PID 3417

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$219,100	\$76,800	\$295,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$219,100	\$76,800	\$295,900

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST SUITE 700
PROVIDENCE, RI 02903

Sale Price \$121,152
Certificate
Book & Page 3794/0297
Sale Date 01/16/2015
Instrument 36

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$121,152		3794/0297	36	01/16/2015
FEDERAL NATIONAL MORTGAGE ASSOC	\$260,118		3418/0019	14	11/04/2011
KAZACHENKO SERGEY &	\$200,000		1566/0016	00	09/03/2002
KEEFE THOMAS H	\$0		0784/1553		02/28/1990
	\$146,000		0000/0000	15	02/01/1990

Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 2,400
Replacement Cost: \$342,392
Building Percent Good: 64
Replacement Cost Less Depreciation: \$219,100

Building Attributes

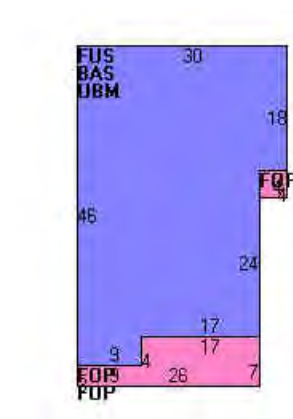
Field	Description
Style:	Four Family
Model	Multi-Family
Grade:	C
Stories:	2
Occupancy:	4
Exterior Wall 1:	Aluminum Sidin
Exterior Wall 2:	
Roof Structure:	Hip
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	6 Bedrooms
Total Full Baths	4
Total Half Baths	0
Total Xtra Fixtrs:	8
Total Rooms	14
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\52\43.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/3417_341)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,200	1,200
FUS	Finished Upper Story	1,200	1,200
FOP	Open Porch	308	0
UBM	Basement	1,200	0
		3,908	2,400

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code	104
Description	FOUR FAMILY
Zone	RT
Neighborhood	195
Alt Land Appr Category	No

Land Line Valuation

Size (Sqr Feet)	5000
Frontage	
Depth	
Assessed Value	\$76,800
Appraised Value	\$76,800

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$219,100	\$76,800	\$295,900
2021	\$219,100	\$76,800	\$295,900
2020	\$136,800	\$60,700	\$197,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$219,100	\$76,800	\$295,900
2021	\$219,100	\$76,800	\$295,900
2020	\$136,800	\$60,700	\$197,500

97 ROBERTS STREET

Location 97 ROBERTS STREET

Mblu 28/D / 90/ 28/

Acct# 00003886

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$462,700

Appraisal \$462,700

PID 7235

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$372,800	\$89,900	\$462,700

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$372,800	\$89,900	\$462,700

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET
PROVIDENCE, RI 02903

Sale Price \$260,000
Certificate
Book & Page 2386/202
Sale Date 09/05/2018
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$260,000		2386/202	00	09/05/2018
MENON RAMESH J	\$345,000		1451/0693	CONV	07/13/2005
DUFRESNE ROGER H	\$0		0/0	1N	01/01/1987
DUFRESNE ROGER H	\$0		0/0	CONV	01/01/1987

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 7,043
Replacement Cost: \$621,411
Building Percent Good: 60
Replacement Cost Less Depreciation: \$372,800

Building Attributes

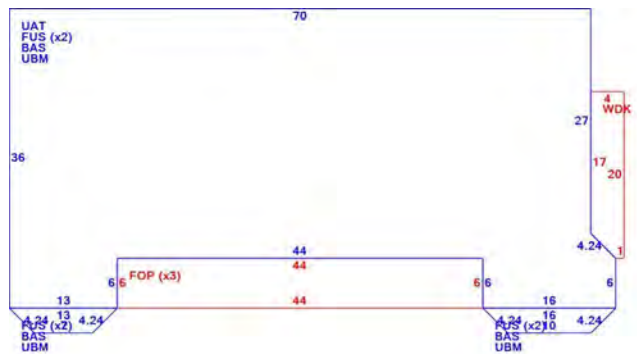
Field	Description
Style:	Multi-Fam 6+ Units
Model	Multi-Family
Grade:	Average
Stories:	3 Stories
Occupancy	6
Exterior Wall 1	Clapboard
Exterior Wall 2	Wood Shingle
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Pine/Soft Wood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	9+ Bedrooms
Total Bthrms:	6
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	30
Bath Style:	Average
Kitchen Style:	Old Style
Num Kitchens	06
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos/WoonsocketRIPhotos/7331.JPG>)

Building Layout



([ParcelSketch.ashx?pid=7235&bid=7235](#))

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
FUS	Upper Story, Finished	4,695	4,695	
BAS	First Floor	2,348	2,348	
FOP	Porch, Open	792	0	
UAT	Attic, Unfinished	2,279	0	
UBM	Basement, Unfinished	2,348	0	
WDK	Deck, Wood	76	0	
		12,538	7,043	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	1126	Size (Acres)	0.12
Description	APT 6-10 M03	Frontage	0
Zone	R4	Depth	0
Neighborhood		Assessed Value	\$89,900
Alt Land Appr Category	No	Appraised Value	\$89,900
			lblndfront

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$203,700	\$34,800	\$238,500
2020	\$203,700	\$34,800	\$238,500
2019	\$203,700	\$34,800	\$238,500

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$203,700	\$34,800	\$238,500
2020	\$203,700	\$34,800	\$238,500
2019	\$203,700	\$34,800	\$238,500

99 OAK STREET

Location 99 OAK STREET

Mblu 9/G / 28/ 26/

Acct# 00838663

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$304,800

Appraisal \$304,800

PID 2731

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$244,500	\$60,300	\$304,800

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$244,500	\$60,300	\$304,800

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET
PROVIDENCE, RI 02895

Sale Price \$325,000
Certificate
Book & Page 2768/322
Sale Date 10/04/2022
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$325,000		2768/322	00	10/04/2022
SOCKET LLC	\$0		2551/1	1N	08/27/2020
O'SHEA SUSAN	\$219,900		2452/331	00	07/11/2019
SCHREFFLER RYAN	\$120,500		2017/103	CONV	01/31/2013
STONEKING DAN	\$116,237		1899/262	CONV	02/01/2011

Building Information

No Data for Extra Features

Land

Land Use

Use Code 1114
Description 4 FAMILY MDL-01
Zone R4
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.18
Frontage 0
Depth 0
Assessed Value \$60,300
Appraised Value \$60,300
lblIndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR3	Garage - Poor			1160.00 S.F.	\$4,500	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$152,300	\$26,300	\$178,600
2020	\$152,500	\$26,300	\$178,800
2019	\$152,500	\$26,300	\$178,800

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$152,300	\$26,300	\$178,600
2020	\$152,500	\$26,300	\$178,800
2019	\$152,500	\$26,300	\$178,800

100 LINWOOD AVE

Location 100 LINWOOD AVE

Mblu 35 / 0115 /

Acct# 350115

Owner PIONEER INVESTMENTS LLC

Assessment \$307,100

Appraisal \$307,100

PID 10454

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$238,400	\$68,700	\$307,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$238,400	\$68,700	\$307,100

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST
PROVIDENCE, RI 02903

Sale Price \$300,000
Certificate
Book & Page 4824/0134
Sale Date 02/01/2022
Instrument 25

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$300,000		4824/0134	25	02/01/2022
KIRK LLC	\$0		4146/0070	25	10/10/2017
KIRK LLC	\$60,000		4143/0008	25	10/02/2017
DORR ASSOCIATES LLC	\$0		4133/0098	25	09/05/2017
TROMBLEY GWEN L & DORR ASSOC LLC &	\$3,797		4111/0306	25	07/12/2017

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,040
Replacement Cost: \$372,517
Building Percent Good: 64
Replacement Cost Less Depreciation: \$238,400

Building Attributes

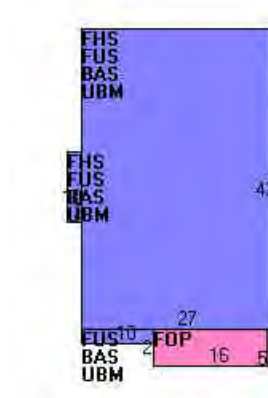
Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	2.5
Occupancy:	3
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	5 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	4
Total Rooms	14
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\47\79.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/10454_10)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,174	1,174
FUS	Finished Upper Story	1,174	1,174
FHS	Finished Half Story	1,154	692
FOP	Open Porch	80	0
UBM	Basement	1,174	0
		4,756	3,040

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 103
Description THREE FAMILY
Zone RM
Neighborhood 085
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 5000
Frontage
Depth
Assessed Value \$68,700
Appraised Value \$68,700

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$238,400	\$68,700	\$307,100
2021	\$238,400	\$68,700	\$307,100
2020	\$155,500	\$50,600	\$206,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$238,400	\$68,700	\$307,100
2021	\$238,400	\$68,700	\$307,100
2020	\$155,500	\$50,600	\$206,100

119 EAST SCHOOL STREET

Location 119 EAST SCHOOL STREET

Mblu 20/C / 101/ 13/

Acct# 00038050

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$254,400

Appraisal \$254,400

PID 3842

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$202,100	\$52,300	\$254,400

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$202,100	\$52,300	\$254,400

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02903

Sale Price \$237,500
Certificate
Book & Page 2762/305
Sale Date 09/09/2022
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$237,500		2762/305	00	09/09/2022
NADEAU RYAN	\$175,000		2422/330	00	03/05/2019
ALLEN CLAIRE	\$95,000		2152/268	CONV	05/29/2015
CLARK CHARLES	\$0		2152/266	1N	05/29/2015
CLARK CHARLES W	\$0		1988/12	1B	09/10/2012

Building Information

Building 1 : Section 1

Year Built: 1930
Living Area: 2,340
Replacement Cost: \$280,686
Building Percent Good: 72
Replacement Cost Less Depreciation: \$202,100

Building Attributes

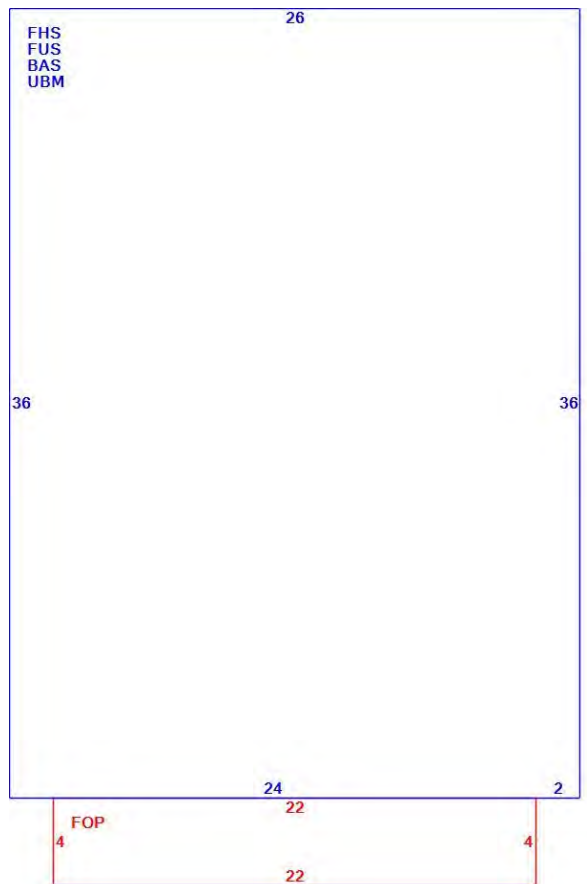
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	2 1/2 Stories
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plywood Panel
Interior Wall 2	Plastered
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Hot Air-no Duc
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	12 Rooms
Bath Style:	Old Style
Kitchen Style:	Old Style
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos/WoonsocketRIPPhotos/4628.JPG>)

Building Layout



([ParcelSketch.ashx?pid=3842&bid=3842](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	936	936
FUS	Upper Story, Finished	936	936
FHS	Half Story, Finished	936	468

FOP	Porch, Open	88	0
UBM	Basement, Unfinished	936	0
		3,832	2,340

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 1050
Description THREE FAM MDL-01
Zone R4
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.11
Frontage 0
Depth 0
Assessed Value \$52,300
Appraised Value \$52,300
 lblndfront

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$102,700	\$22,300	\$125,000
2020	\$102,700	\$22,300	\$125,000
2019	\$102,700	\$22,300	\$125,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$102,700	\$22,300	\$125,000
2020	\$102,700	\$22,300	\$125,000
2019	\$102,700	\$22,300	\$125,000

132 SPRING ST

Location 132 SPRING ST

Mblu 21 / / 0397 / /

Acct# 210397

Owner PIONEER INVESTMENTS LLC

Assessment \$290,900

Appraisal \$290,900

PID 6968

Building Count 2

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$245,800	\$45,100	\$290,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$245,800	\$45,100	\$290,900

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRENCE ST STE 700
PROVIDENCR, RI 02903

Sale Price \$170,000
Certificate
Book & Page 4082/0130
Sale Date 04/28/2017
Instrument 36

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$170,000		4082/0130	36	04/28/2017
WELLS FARGO BANK	\$236,112		3749/0336	14	08/14/2014
MCCARTHY DAVID D	\$214,000		3245/0162	00	04/05/2010
GOODMAN TAMMY A	\$0		3169/0258	25	08/03/2009
GOODMAN TAMMY A	\$1		3116/0103	25	03/16/2009

Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 2,576
Replacement Cost: \$353,065
Building Percent Good: 42
Replacement Cost Less Depreciation: \$148,300

Building Attributes

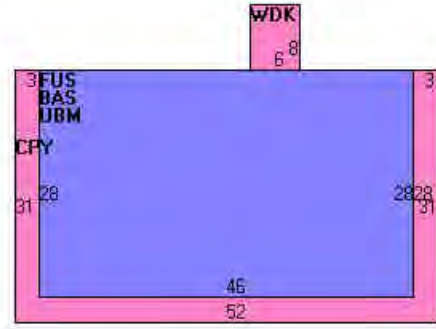
Field	Description
Style:	Two Family
Model	Multi-Family
Grade:	C
Stories:	2
Occupancy:	2
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	Board & Batten
Roof Structure:	Flat
Roof Cover:	T+G/Rubber
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Hardwood
Interior Flr 2:	Vinyl
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	5 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	
Total Rooms	9
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	
Extra Openings	
Gas Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo

Building Photo

(<https://images.vgsi.com/photos2/PawtucketRIPhotos/\00\06\36\08.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/6968_696)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,288	1,288
FUS	Finished Upper Story	1,288	1,288
UBM	Basement	1,288	0
WDK	Wood Deck	48	0
		3,912	2,576

Fndtn Cndtn	
Basement	

Building 2 : Section 1

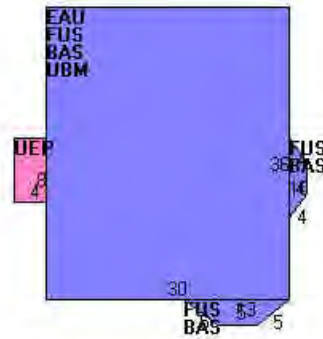
Year Built: 1930
Living Area: 2,242
Replacement Cost: \$348,266
Building Percent Good: 28
Replacement Cost Less Depreciation: \$97,500

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00/05/18/17.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/6968_216)

Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Two Family
Model	Multi-Family
Grade:	C
Stories:	2.25
Occupancy:	2
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Hip
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Linoleum
Interior Flr 2:	Hardwood
Heat Fuel:	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	
Total Rooms	8
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	
Extra Openings	
Gas Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,121	1,121
FUS	Finished Upper Story	1,121	1,121
EAU	Unfin Expansion Attic	1,080	0
UBM	Basement	1,080	0
UEP	Unf. Enclosed Porch	32	0
		4,434	2,242

Bsmt Garages	
Whirlpools	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code	104
Description	FOUR FAMILY
Zone	RM
Neighborhood	CM1
Alt Land Appr Category	No

Land Line Valuation

Size (Sqr Feet)	5483
Frontage	
Depth	
Assessed Value	\$45,100
Appraised Value	\$45,100

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$245,800	\$45,100	\$290,900
2021	\$245,800	\$45,100	\$290,900
2020	\$201,700	\$45,100	\$246,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$245,800	\$45,100	\$290,900
2021	\$245,800	\$45,100	\$290,900
2020	\$201,700	\$45,100	\$246,800

134 FIRST AVENUE

Location 134 FIRST AVENUE

Mblu 6/C / 84/ 4/

Acct# 00400736

Owner PIONEER INVESTMENTS, LLC.

PBN

Assessment \$347,300

Appraisal \$347,300

PID 711

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$257,100	\$90,200	\$347,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$257,100	\$90,200	\$347,300

Owner of Record

Owner PIONEER INVESTMENTS, LLC.

Sale Price \$170,000

Co-Owner

Certificate

Address 10 DORRANCE STREET
PROVIDENCE, RI 02903

Book & Page 2423/92

Sale Date 03/06/2019

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS, LLC.	\$170,000		2423/92	00	03/06/2019
BORGESE NICOLAS A	\$126,000		2120/93	CONV	10/22/2014
BRUNELLE RICHARD L	\$0		1860/65	1N	04/30/2010
BRUNELLE RICHARD L	\$120,000		1841/0062	CONV	12/29/2009
BRUNELLE ARMAND L + RITA	\$0		0/0	1N	01/01/1987

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,720
Replacement Cost: \$391,048
Building Percent Good: 65
Replacement Cost Less Depreciation: \$254,200

Building Attributes

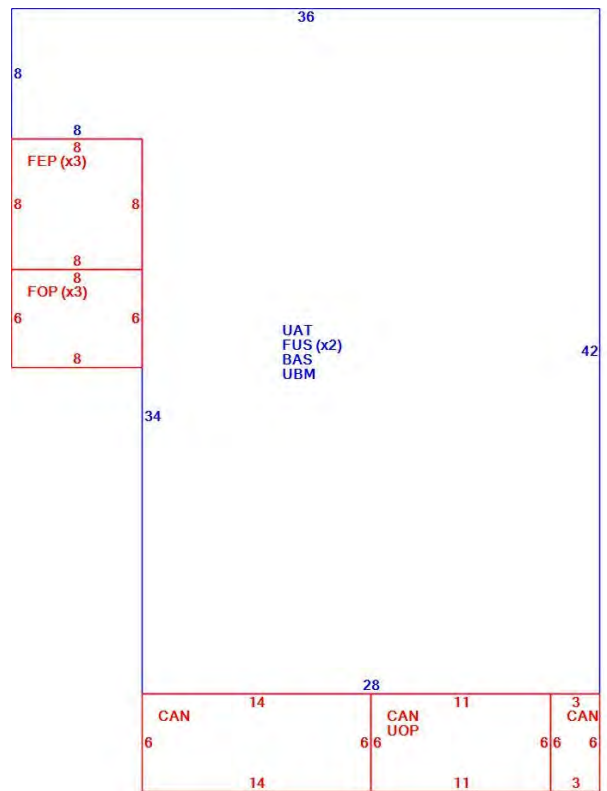
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	3 Stories
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	Plastered
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	15 Rooms
Bath Style:	Average
Kitchen Style:	Modern
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



<https://images.vgsi.com/photos/WoonsocketRIPhotos//2105.JPG>

Building Layout



<http://ParcelSketch.aspx?pid=711&bid=711>

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	2,480	2,480
BAS	First Floor	1,240	1,240
CAN	Canopy	168	0
FEP	Enclosed porch	192	0
FOP	Porch, Open	144	0

UAT	Attic, Unfinished	1,240	0
UBM	Basement, Unfinished	1,240	0
UOP	Porch, Open, Unfinished	66	0
		6,770	3,720

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 1050
Description THREE FAM MDL-01
Zone R4
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.13
Frontage 0
Depth 0
Assessed Value \$90,200
Appraised Value \$90,200
Category lbllndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	Garage - Avg			600.00 S.F.	\$2,900	1

Valuation History

Appraisal				
Valuation Year	Improvements	Land	Total	
2021	\$128,200	\$36,300	\$164,500	
2020	\$128,900	\$36,300	\$165,200	
2019	\$128,900	\$36,300	\$165,200	

Assessment				
Valuation Year	Improvements	Land	Total	
2021	\$128,200	\$36,300	\$164,500	
2020	\$128,900	\$36,300	\$165,200	
2019	\$128,900	\$36,300	\$165,200	

149 PARK AVENUE

Location 149 PARK AVENUE

Mblu 15/I / 208/ 1/

Acct# 00901245

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$285,300

Appraisal \$285,300

PID 169

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$200,600	\$84,700	\$285,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$200,600	\$84,700	\$285,300

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02908

Sale Price \$163,250
Certificate
Book & Page 2407/306
Sale Date 12/14/2018
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$163,250		2407/306	00	12/14/2018
LEWIS ERIN L	\$0		2255/126	1T	12/09/2016
NAYLOR LEAH MICHELE	\$0		2077/321	1A	01/16/2014
TANCREDE STELLA	\$0		31/479	1N	05/13/2007
MCGLYNN ALMA BROUILLARD	\$0		1060/0710	1N	10/08/1997

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,289
Replacement Cost: \$345,942
Building Percent Good: 58
Replacement Cost Less Depreciation: \$200,600

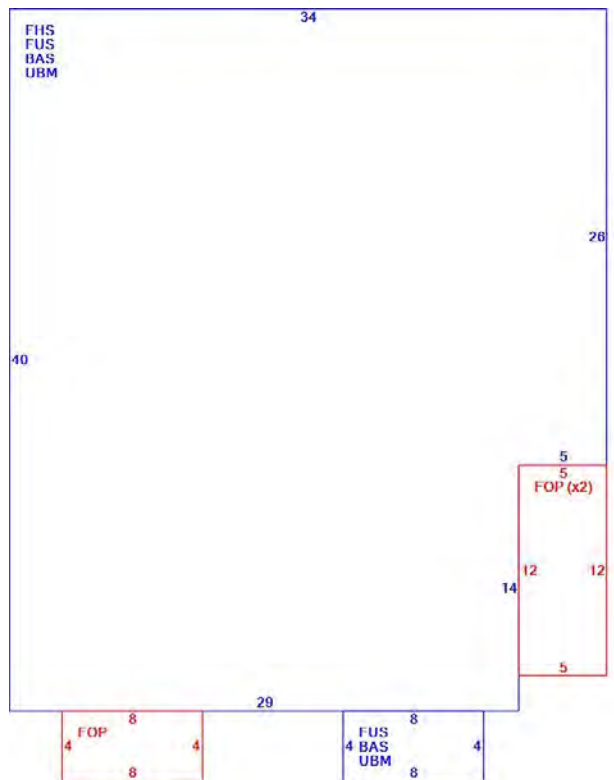
Building Attributes	
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	2 1/2 Stories
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Vinyl/Asphalt
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	14 Rooms
Bath Style:	Average
Kitchen Style:	Old Style
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos/WoonsocketRIPhotos//1651.JPG>)

Building Layout



([ParcelSketch.ashx?pid=169&bid=169](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,322	1,322
FUS	Upper Story, Finished	1,322	1,322
FHS	Half Story, Finished	1,290	645
FOP	Porch, Open	152	0
UBM	Basement, Unfinished	1,322	0

		5,408	3,289
--	--	-------	-------

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use	Land Line Valuation
Use Code 1050	Size (Acres) 0.09
Description THREE FAM MDL-01	Frontage 0
Zone R4	Depth 0
Neighborhood	Assessed Value \$84,700
Alt Land Appr No	Appraised Value \$84,700
Category	lblIndfront

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$104,100	\$34,100	\$138,200
2020	\$104,100	\$34,100	\$138,200
2019	\$104,100	\$34,100	\$138,200

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$104,100	\$34,100	\$138,200
2020	\$104,100	\$34,100	\$138,200
2019	\$104,100	\$34,100	\$138,200

157 PARK AVENUE

Location 157 PARK AVENUE

Mblu 15/I / 97/ 2/

Acct# 20014500

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$360,300

Appraisal \$360,300

PID 168

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$268,600	\$91,700	\$360,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$268,600	\$91,700	\$360,300

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02908

Sale Price \$163,250
Certificate
Book & Page 2407/309
Sale Date 12/14/2018
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$163,250		2407/309	00	12/14/2018
LEWIS ERIN L	\$0		2255/126	1T	12/09/2016
NAYLOR LEAH MICHELE	\$0		2077/321	1A	01/16/2014
TANCREDE STELLA	\$0		31/479	1N	05/13/2007
MCGLYNN ALMA BROUILLARD	\$0		1060/0710	1N	10/08/1997

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 4,422
Replacement Cost: \$401,277
Building Percent Good: 65
Replacement Cost Less Depreciation: \$260,800

Building Attributes

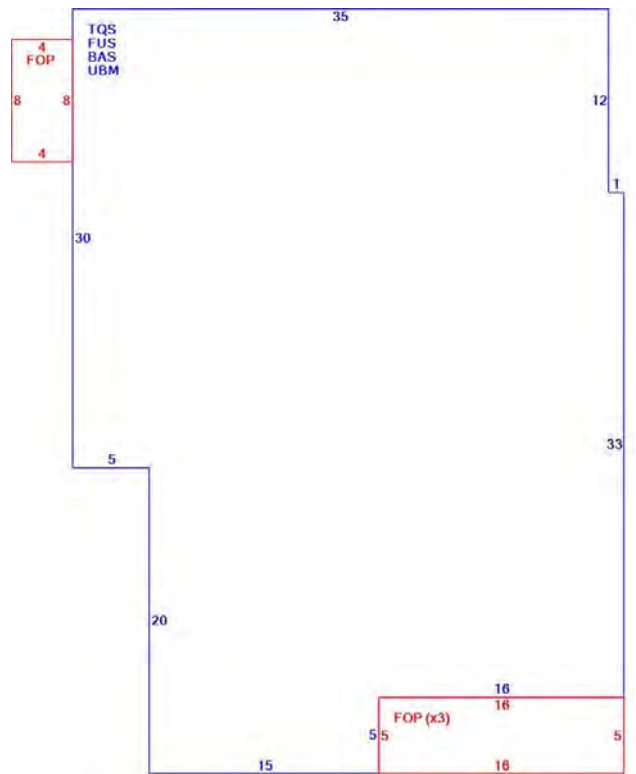
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	2.75
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Vinyl/Asphalt
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	14 Rooms
Bath Style:	Average
Kitchen Style:	Old Style
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



<https://images.vgsi.com/photos/WoonsocketRIPhotos//1650.JPG>

Building Layout



[\(ParcelSketch.ashx?pid=168&bid=168\)](#)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,608	1,608
FUS	Upper Story, Finished	1,608	1,608
TQS	Three Quarter Story	1,608	1,206
FOP	Porch, Open	272	0
UBM	Basement, Unfinished	1,608	0
		6,704	4,422

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	1050	Size (Acres)	0.23
Description	THREE FAM MDL-01	Frontage	0
Zone	R4	Depth	0
Neighborhood		Assessed Value	\$91,700
Alt Land Appr	No	Appraised Value	\$91,700
Category			lblIndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	Garage - Avg			972.00 S.F.	\$7,800	1

Valuation History

Appraisal				
Valuation Year	Improvements	Land	Total	
2021	\$134,700	\$37,400	\$172,100	
2020	\$135,700	\$37,400	\$173,100	
2019	\$135,700	\$37,400	\$173,100	

Assessment				
Valuation Year	Improvements	Land	Total	
2021	\$134,700	\$37,400	\$172,100	
2020	\$135,700	\$37,400	\$173,100	
2019	\$135,700	\$37,400	\$173,100	

178 DIVISION ST

Location 178 DIVISION ST

Mblu 24 / 0640 /

Acct# 240640

Owner PIONEER INVESTMENTS LLC

Assessment \$462,100

Appraisal \$462,100

PID 7653

Building Count 2

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$399,600	\$62,500	\$462,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$399,600	\$62,500	\$462,100

Owner of Record

Owner PIONEER INVESTMENTS LLC

Sale Price \$465,000

Address 10 DORRANCE ST #700
PROVIDENCE, RI 02903

Certificate

Book & Page 4860/0299

Sale Date 04/26/2022

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$465,000		4860/0299	00	04/26/2022
SOUCAR THOMAS	\$125,000		1236/0027	08	11/09/2000
GUASTELLO LUCY TRUSTEE THE ROS	\$0		0861/0257		12/17/1996

Building Information

Building 1 : Section 1

Year Built: 1900

Living Area: 3,648

Replacement Cost: \$444,087

Building Percent Good: 59

Replacement Cost

Less Depreciation: \$262,000

Building Attributes

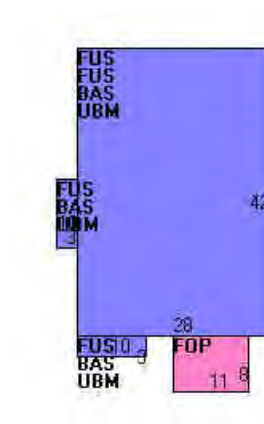
Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	3.25
Occupancy:	3
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	6 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	4
Total Rooms	14
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\62\91.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/7653_765)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	2,412	2,412
BAS	First Floor	1,236	1,236
FOP	Open Porch	88	0
UBM	Basement	1,236	0
		4,972	3,648

Building 2 : Section 1

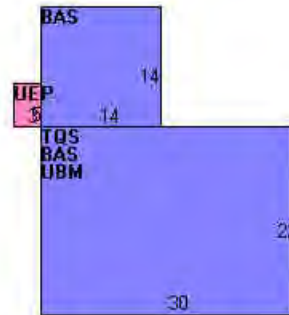
Year Built: 1920
Living Area: 1,384
Replacement Cost: \$233,188
Building Percent Good: 59
Replacement Cost Less Depreciation: \$137,600

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\02\84\44.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/7653_208)

Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Two Family
Model	Multi-Family
Grade:	C
Stories:	1.75
Occupancy:	2
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	2 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	2
Total Rooms	8
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	
Fndtn Cndtn	
Basement	

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	856	856
TQS	Three Quarter Story	660	528
UBM	Basement	660	0
UEP	Unf. Enclosed Porch	15	0
		2,191	1,384

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use	Land Line Valuation
Use Code 105	Size (Sqr Feet) 9211
Description FIVE FAMILY	Frontage
Zone RM	Depth
Neighborhood 173	Assessed Value \$62,500
Alt Land Appr No	Appraised Value \$62,500
Category	

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$399,600	\$62,500	\$462,100
2021	\$399,600	\$62,500	\$462,100
2020	\$244,900	\$43,600	\$288,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$399,600	\$62,500	\$462,100
2021	\$399,600	\$62,500	\$462,100
2020	\$244,900	\$43,600	\$288,500

192 SUMMIT ST

Location 192 SUMMIT ST

Mblu 24 / 0621 /

Acct# 240621

Owner PIONEER INVESTMENTS LLC

Assessment \$432,800

Appraisal \$432,800

PID 7634

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$360,500	\$72,300	\$432,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$360,500	\$72,300	\$432,800

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST SUITE 700
PROVIDENCE, RI 02903

Sale Price \$185,000
Certificate
Book & Page 4143/0261
Sale Date 10/03/2017
Instrument 25

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$185,000		4143/0261	25	10/03/2017
MEGETH ZAC ASSOC LLC	\$0		1322/0244		06/21/2001
ZAC MEGETH ASSOCIATES LLC	\$0		1258/0177		01/17/2001
MEGETH AZC ASSOC LLC & ABAR ASSOC	\$0		1197/0114		06/29/2000
MEGETH ZAC ASSOC LLC	\$0		0833/0143		07/25/1996

Building Information

Building 1 : Section 1

Year Built: 1880
Living Area: 4,788
Replacement Cost: \$632,428
Building Percent Good: 57
Replacement Cost Less Depreciation: \$360,500

Building Attributes

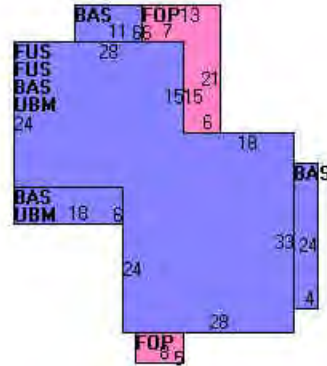
Field	Description
Style:	Four Family
Model	Multi-Family
Grade:	C+
Stories:	3
Occupancy:	4
Exterior Wall 1:	Clapboard
Exterior Wall 2:	
Roof Structure:	Mansard
Roof Cover:	Slate
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	9 Bedrooms +
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	18
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\34\10.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/7634_763)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	3,012	3,012
BAS	First Floor	1,776	1,776
FOP	Open Porch	208	0
UBM	Basement	1,614	0
		6,610	4,788

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 104
Description FOUR FAMILY
Zone RM
Neighborhood 085
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 11304
Frontage
Depth
Assessed Value \$72,300
Appraised Value \$72,300

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$360,500	\$72,300	\$432,800
2021	\$360,500	\$72,300	\$432,800
2020	\$219,600	\$53,100	\$272,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$360,500	\$72,300	\$432,800
2021	\$360,500	\$72,300	\$432,800
2020	\$219,600	\$53,100	\$272,700

213 THIRD AVENUE

Location 213 THIRD AVENUE

Mblu 6/D / 48/ 18/

Acct# 00010696

Owner PIONEER INVESTMENTS, LLC.

PBN

Assessment \$388,100

Appraisal \$388,100

PID 2368

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$296,000	\$92,100	\$388,100

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$296,000	\$92,100	\$388,100

Owner of Record

Owner PIONEER INVESTMENTS, LLC.
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02903

Sale Price \$126,000
Certificate
Book & Page 2411/90
Sale Date 01/02/2019
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS, LLC.	\$126,000		2411/90	00	01/02/2019
213 3RD AVE., LLC.	\$0		33/640	1N	01/04/2013
HLYWKA MICHAEL	\$0		1428/115	1N	04/06/2005
HLYWKA MICHAEL ET AL	\$0		1064/417	1N	12/05/1997

Building Information

Building 1 : Section 1

Year Built: 1890
Living Area: 4,788
Replacement Cost: \$477,482
Building Percent Good: 62
Replacement Cost Less Depreciation: \$296,000

Building Attributes

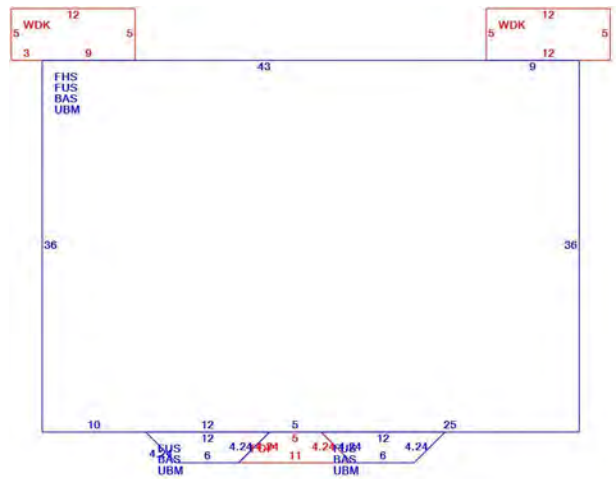
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average +10
Stories:	2 1/2 Stories
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Inlaid Sht Gds
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	20 Rooms
Bath Style:	Old Style
Kitchen Style:	Old Style
Num Kitchens	04
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos/WoonsocketRIPhotos//3490.JPG>)

Building Layout



([ParcelSketch.ashx?pid=2368&bid=2368](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,926	1,926
FUS	Upper Story, Finished	1,926	1,926
FHS	Half Story, Finished	1,872	936
FOP	Porch, Open	24	0
UBM	Basement, Unfinished	1,926	0
WDK	Deck, Wood	120	0
		7,794	4,788

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	1050	Size (Acres)	0.26
Description	THREE FAM MDL-01	Frontage	0
Zone	R4	Depth	0
Neighborhood		Assessed Value	\$92,100
Alt Land Appr	No	Appraised Value	\$92,100
Category			lblndfront

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$162,500	\$37,600	\$200,100
2020	\$162,500	\$37,600	\$200,100
2019	\$139,200	\$37,600	\$176,800

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$162,500	\$37,600	\$200,100
2020	\$162,500	\$37,600	\$200,100
2019	\$139,200	\$37,600	\$176,800

288 SAYLES AVE

Location 288 SAYLES AVE

Mblu 56 / / 0434 / /

Acct# 560434

Owner PIONEER INVESTMENTS LLC

Assessment \$283,600

Appraisal \$283,600

PID 16680

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$228,700	\$54,900	\$283,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$228,700	\$54,900	\$283,600

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRANCE ST STE 700
PROVIDENCE, RI 02903

Sale Price \$465,000
Certificate
Book & Page 4897/0347
Sale Date 07/25/2022
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$465,000		4897/0347	00	07/25/2022
FERNANDEZ DAVID & LIDIA & CASTILLO LUIS	\$125,000		4863/0125	08	04/29/2022
FERNANDEZ DAVID & LIDIA & CASTILLO LUIS	\$1		4838/0075	25	03/01/2022
SAYLES AVE REALTY LLC	\$260,000		4196/0044	00	02/16/2018
288 SAYLES AVE INC	\$204,000		2997/0102	25	03/25/2008

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,918
Replacement Cost: \$368,798
Building Percent Good: 62
Replacement Cost Less Depreciation: \$228,700

Building Attributes

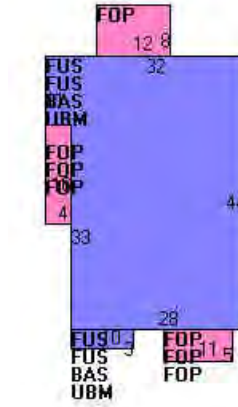
Field	Description
Style:	Five Family
Model	Multi-Family
Grade:	C
Stories:	3
Occupancy:	5
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	Wood Shingle
Roof Structure:	Flat
Roof Cover:	T+G/Rubber
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Vinyl
Interior Flr 2:	Carpet
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	07
Total Full Baths	5
Total Half Baths	0
Total Xtra Fixtrs:	
Total Rooms	18
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	
Extra Openings	
Gas Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\98\14.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/16680_16)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	2,612	2,612
BAS	First Floor	1,306	1,306
FOP	Open Porch	453	0
UBM	Basement	1,306	0
		5,677	3,918

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code	105
Description	FIVE FAMILY
Zone	RM
Neighborhood	155
Alt Land Appr Category	No

Land Line Valuation

Size (Sqr Feet)	6639
Frontage	
Depth	
Assessed Value	\$54,900
Appraised Value	\$54,900

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$228,700	\$54,900	\$283,600
2021	\$228,700	\$54,900	\$283,600
2020	\$141,900	\$55,500	\$197,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$228,700	\$54,900	\$283,600
2021	\$228,700	\$54,900	\$283,600
2020	\$141,900	\$55,500	\$197,400

294 BURNSIDE AVENUE

Location 294 BURNSIDE AVENUE

Mblu 36/L / 327/ 26/

Acct# 00031061

Owner PIONEER INVESTMENTS, LLC.

PBN

Assessment \$336,900

Appraisal \$336,900

PID 8479

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$243,600	\$93,300	\$336,900

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$243,600	\$93,300	\$336,900

Owner of Record

Owner PIONEER INVESTMENTS, LLC.

Sale Price \$181,650

Co-Owner

Certificate

Address 10 DORRANCE STREET
PROVIDENCE, RI 02903

Book & Page 2464/158

Sale Date 08/27/2019

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS, LLC.	\$181,650		2464/158	00	08/27/2019
BANK OF MELLON/TRUSTEE	\$174,265		2424/125	00	03/12/2019
RIVERA OSVALDO	\$300,000		1400/0109	CONV	11/30/2004
LAQUERRE PAUL E	\$0		0783/0242	1N	04/27/1990

Building Information

Building 1 : Section 1

Year Built: 1910
Living Area: 3,996
Replacement Cost: \$397,253
Building Percent Good: 60
Replacement Cost Less Depreciation: \$238,400

Building Attributes

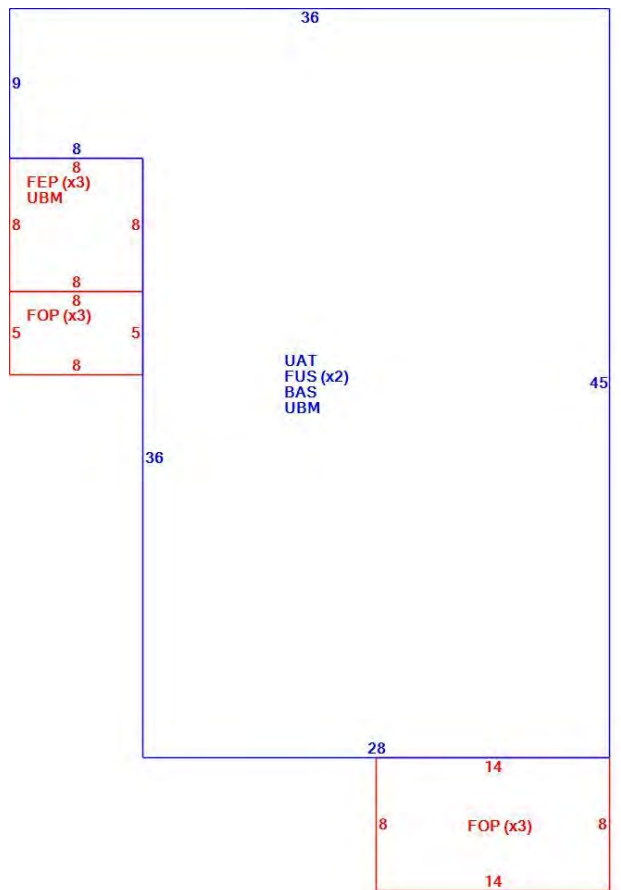
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	3 Stories
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Hardwood
Heat Fuel	Gas
Heat Type:	Flr Furn/Space
AC Type:	None
Total Bedrooms:	9+ Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	18 Rooms
Bath Style:	Average
Kitchen Style:	Old Style
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



<https://images.vgsi.com/photos/WoonsocketRIPhotos/8368.JPG>

Building Layout



[\(ParcelSketch.ashx?pid=8479&bid=8479\)](#)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	2,664	2,664
BAS	First Floor	1,332	1,332
FEP	Enclosed porch	192	0
FOP	Porch, Open	456	0
UAT	Attic, Unfinished	1,332	0
UBM	Basement, Unfinished	1,396	0

		7,372	3,996
--	--	-------	-------

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use	Land Line Valuation
Use Code 1050	Size (Acres) 0.38
Description THREE FAM MDL-01	Frontage 0
Zone R4	Depth 0
Neighborhood	Assessed Value \$93,300
Alt Land Appr No	Appraised Value \$93,300
Category	lblIndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	Garage - Avg			600.00 S.F.	\$4,800	1
SHD1	Shed Frame			108.00 S.F.	\$400	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$142,000	\$38,100	\$180,100
2020	\$142,700	\$38,100	\$180,800
2019	\$130,300	\$38,100	\$168,400

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$142,000	\$38,100	\$180,100
2020	\$142,700	\$38,100	\$180,800
2019	\$130,300	\$38,100	\$168,400

305 PROSPECT ST

Location 305 PROSPECT ST

Mblu 35 / 0296 /

Acct# 350296

Owner PIONEER INVESTMENTS LLC

Assessment \$366,700

Appraisal \$366,700

PID 10557

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$292,600	\$74,100	\$366,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$292,600	\$74,100	\$366,700

Owner of Record

Owner PIONEER INVESTMENTS LLC
Address 10 DORRENCE ST STE 700
PROVIDENCE, RI 02903

Sale Price \$210,000
Certificate
Book & Page 4415/0118
Sale Date 09/10/2019
Instrument 25

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$210,000		4415/0118	25	09/10/2019
IMOR LANCE R	\$0		2343/0254		04/13/2005
PERRY LAURIE A & IMOR LANCE R	\$50,777		0000/0000	??	03/06/2001
SEC OF HOUSING & URBAN DEVELOPMENT	\$0		1270/0282		02/26/2001
FLEET MTG CORP	\$123,000		0000/0000	00	09/23/1999

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,911
Replacement Cost: \$457,250
Building Percent Good: 64
Replacement Cost Less Depreciation: \$292,600

Building Attributes

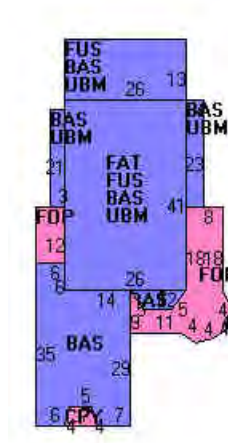
Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	2.5
Occupancy:	4
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	Linoleum
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	9 Bedrooms +
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	2
Total Rooms	18
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\48\09.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/10557_10)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,187	2,187
FUS	Finished Upper Story	1,404	1,404
FAT	Finished Attic	1,066	320
CPY	Canopy	24	0
FOP	Open Porch	380	0
UBM	Basement	1,559	0
		6,620	3,911

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 103
Description THREE FAMILY
Zone RM
Neighborhood 081
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 5000
Frontage
Depth
Assessed Value \$74,100
Appraised Value \$74,100

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$304,400	\$74,100	\$378,500
2021	\$304,400	\$74,100	\$378,500
2020	\$187,200	\$47,200	\$234,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$304,400	\$74,100	\$378,500
2021	\$304,400	\$74,100	\$378,500
2020	\$187,200	\$47,200	\$234,400

312 WALCOTT ST

Location 312 WALCOTT ST

Mblu 25 / 0296 /

Acct# 250296

Owner PIONEER INVESTMENTS LLC &
R QUINN

Assessment \$300,000

Appraisal \$300,000

PID 7768

Building Count 1

% Res

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$241,600	\$58,400	\$300,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$241,600	\$58,400	\$300,000

Owner of Record

Owner PIONEER INVESTMENTS LLC & R QUINN
Address 10 DORRENCE ST STE 700
PROVIDENCE, RI 02903

Sale Price \$1,280
Certificate
Book & Page 4168/0280
Sale Date 12/05/2017
Instrument 04

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC & R QUINN	\$1,280		4168/0280	04	12/05/2017
PIONEER INVESTMENTS LLC & R QUINN &	\$176,520		4168/0168	36	12/04/2017
US BANK NATIONAL ASSOC & R QUINN &	\$1,041		4098/0180	04	06/12/2017
US BANK NATIONAL ASSOC & R QUINN	\$1		4065/0042	14	03/17/2017
US BANK NATIONAL ASSOC & R QUINN	\$152,940		4047/0270	14	01/26/2017

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 2,752
Replacement Cost: \$359,831
Building Percent Good: 67
Replacement Cost Less Depreciation: \$241,100

Building Attributes

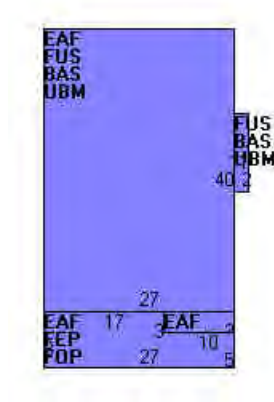
Field	Description
Style:	Three Family
Model	Multi-Family
Grade:	C
Stories:	2.25
Occupancy:	3
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	7 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	8
Total Rooms	16
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Extra Openings	0
Gas Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\46\15.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/7768_776)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,132	1,132
FUS	Finished Upper Story	1,102	1,102
EAF	Fin Expansion Attic	1,296	518
FEP	Fin Encl Porch	186	0
FOP	Open Porch	186	0
UBM	Basement	1,132	0
		5,034	2,752

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 103
Description THREE FAMILY
Zone RT
Neighborhood 173
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 5383
Frontage
Depth
Assessed Value \$58,400
Appraised Value \$58,400

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAT1	Patio	CR	Concrete	192.00 SF	\$500	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$241,600	\$58,400	\$300,000
2021	\$241,600	\$58,400	\$300,000
2020	\$143,100	\$40,700	\$183,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$241,600	\$58,400	\$300,000
2021	\$241,600	\$58,400	\$300,000
2020	\$143,100	\$40,700	\$183,800

337 THIRD AVENUE

Location 337 THIRD AVENUE

Mblu 6/1 / 210/ 21/

Acct# 04599600

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$406,500

Appraisal \$406,500

PID 2782

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$316,300	\$90,200	\$406,500

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$316,300	\$90,200	\$406,500

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02903

Sale Price \$305,000
Certificate
Book & Page 2478/212
Sale Date 10/22/2019
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$305,000		2478/212	00	10/22/2019
NEXT LEVEL PROPERTIES LLC	\$270,000		2313/31	CONV	09/29/2017
WILLIAMS KEVIN M REVOCABLE TR	\$270,000		2313/31	CONV	09/29/2017
NEXT LEVEL PROPERTIES LLC	\$156,500		2006/299	1D	12/20/2012
DUFRESNE ROGER H ET AL	\$0		1206/0700	1R	05/09/2002

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 6,630
Replacement Cost: \$573,164
Building Percent Good: 55
Replacement Cost Less Depreciation: \$315,200

Building Attributes

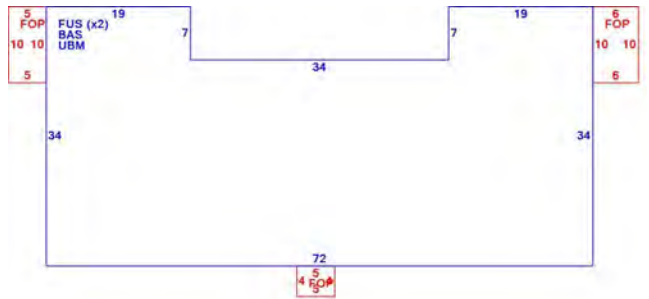
Field	Description
Style:	Multi-Fam 6+ Units
Model	Multi-Family
Grade:	Average
Stories:	3 Stories
Occupancy	6
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	Plywood Panel
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Hot Air-no Duc
AC Type:	None
Total Bedrooms:	9+ Bedrooms
Total Bthrms:	6
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	36
Bath Style:	Average
Kitchen Style:	Modern
Num Kitchens	06
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



<https://images.vgsi.com/photos/WoonsocketRIPhotos//3841.JPG>

Building Layout



[\(ParcelSketch.aspx?pid=2782&bid=2782\)](#)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	4,420	4,420
BAS	First Floor	2,210	2,210
FOP	Porch, Open	130	0
UBM	Basement, Unfinished	2,210	0
		8,970	6,630

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 1126
Description APT 6-10 M03
Zone R4
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.13
Frontage 0
Depth 0
Assessed Value \$90,200
Appraised Value \$90,200
lblIndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	Garage - Avg			220.00 S.F.	\$1,100	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$221,300	\$35,300	\$256,600
2020	\$221,500	\$35,300	\$256,800
2019	\$218,200	\$35,300	\$253,500

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$221,300	\$35,300	\$256,600
2020	\$221,500	\$35,300	\$256,800
2019	\$218,200	\$35,300	\$253,500

518 WILLOW STREET

Location 518 WILLOW STREET

Mblu 28/B / 69/ 20/

Acct# 13028250

Owner PIONEER INVESTMENTS LLC

PBN

Assessment \$441,500

Appraisal \$441,500

PID 9769

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$351,000	\$90,500	\$441,500

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$351,000	\$90,500	\$441,500

Owner of Record

Owner PIONEER INVESTMENTS LLC
Co-Owner
Address 10 DORRANCE STREET SUITE 700
PROVIDENCE, RI 02903

Sale Price \$9,649
Certificate
Book & Page 2434/103
Sale Date 04/29/2019
Instrument 1A

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS LLC	\$9,649		2434/103	1A	04/29/2019
PIONEER INVESTMENTS LLC.	\$227,500		2432/127	1Z	04/17/2019
MAGNAN BRIAN A	\$350,000		1574/236	CONV	09/06/2006
KATALEC LLC	\$0		1327/0330	1N	12/12/2003
DULUDE KEITH M	\$115,500		1126/0483	CONV	05/15/2000

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 5,712
Replacement Cost: \$537,768
Building Percent Good: 65
Replacement Cost Less Depreciation: \$349,500

Building Attributes

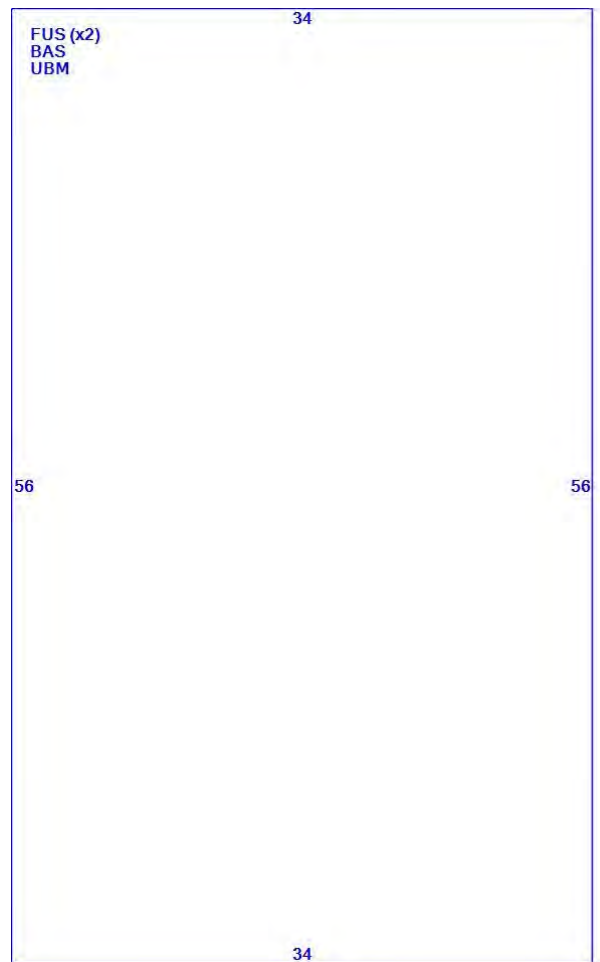
Field	Description
Style:	Multi-Fam 6+ Units
Model	Multi-Family
Grade:	Average
Stories:	3 Stories
Occupancy	6
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	Drywall/Sheet
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	6
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	24 Rooms
Bath Style:	Average
Kitchen Style:	Modern
Num Kitchens	06
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos/WoonsocketRIPhotos/9409.JPG>)

Building Layout



([ParcelSketch.ashx?pid=9769&bid=9769](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	3,808	3,808
BAS	First Floor	1,904	1,904

UBM	Basement, Unfinished	1,904	0
		7,616	5,712

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	1126	Size (Acres)	0.13
Description	APT 6-10 M03	Frontage	0
Zone	R4	Depth	0
Neighborhood		Assessed Value	\$90,500
Alt Land Appr	No	Appraised Value	\$90,500
Category			lblndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving - Asphalt			1500.00 S.F.	\$1,500	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$191,300	\$35,700	\$227,000
2020	\$191,300	\$35,700	\$227,000
2019	\$191,300	\$35,700	\$227,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$191,300	\$35,700	\$227,000
2020	\$191,300	\$35,700	\$227,000
2019	\$191,300	\$35,700	\$227,000

672 FAIRMOUNT STREET

Location 672 FAIRMOUNT STREET

Mblu 2/D / 59/ 19/

Acct# 04689950

Owner PIONEER INVESTMENTS, LLC.

PBN

Assessment \$319,600

Appraisal \$319,600

PID 1556

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$227,800	\$91,800	\$319,600

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$227,800	\$91,800	\$319,600

Owner of Record

Owner PIONEER INVESTMENTS, LLC.

Sale Price \$195,000

Co-Owner

Certificate

Address 10 DORRANCE STREET
PROVIDENCE, RI 02903

Book & Page 2423/57

Sale Date 03/06/2019

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER INVESTMENTS, LLC.	\$195,000		2423/57	00	03/06/2019
BORGESE NICOLAS A	\$109,000		2024/122	1D	04/01/2013
GARDNER MARY I	\$0		918/258	1N	08/20/1993
DUPLESSIS MARY I	\$0		540/053	1N	08/20/1982

Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 3,374
Replacement Cost: \$349,687
Building Percent Good: 65
Replacement Cost Less Depreciation: \$227,300

Building Attributes

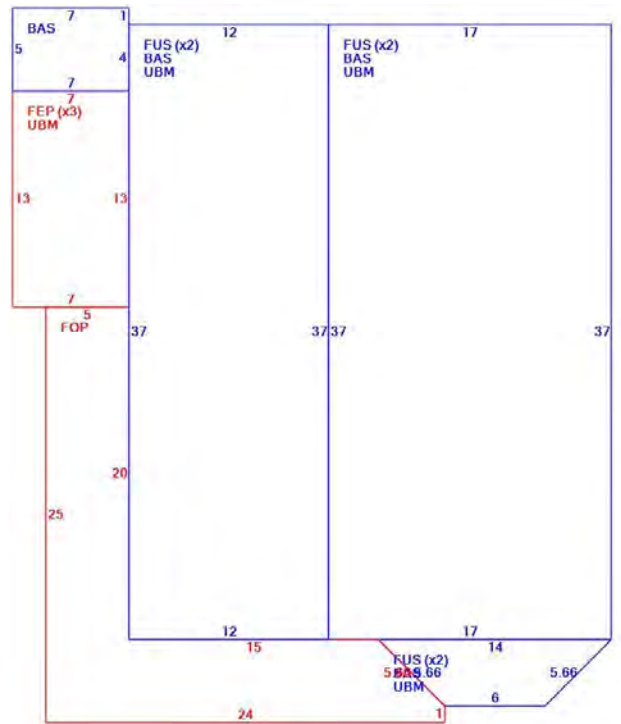
Field	Description
Style:	Family Flat-3
Model	Residential
Grade:	Average
Stories:	3 Stories
Occupancy	3
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Flat
Roof Cover	Tar & Gravel
Interior Wall 1	Plastered
Interior Wall 2	Plywood Panel
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	9+ Bedrooms
Total Bthrms:	3
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	15 Rooms
Bath Style:	Average
Kitchen Style:	Old Style
Num Kitchens	03
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<https://images.vgsi.com/photos/WoonsocketRIPhotos//2808.JPG>)

Building Layout



([ParcelSketch.ashx?pid=1556&bid=1556](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	2,226	2,226
BAS	First Floor	1,148	1,148
FEP	Enclosed porch	273	0
FOP	Porch, Open	212	0
UBM	Basement, Unfinished	1,204	0
		5,063	3,374

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 1050
Description THREE FAM MDL-01
Zone R4
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.24
Frontage 0
Depth 0
Assessed Value \$91,800
Appraised Value \$91,800
lblIndfront

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	Shed Frame			120.00 S.F.	\$500	1

Valuation History

Appraisal				
Valuation Year	Improvements	Land	Total	
2021	\$113,100	\$37,500	\$150,600	
2020	\$113,100	\$37,500	\$150,600	
2019	\$113,100	\$37,500	\$150,600	

Assessment				
Valuation Year	Improvements	Land	Total	
2021	\$113,100	\$37,500	\$150,600	
2020	\$113,100	\$37,500	\$150,600	
2019	\$113,100	\$37,500	\$150,600	

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

Parcel Identification		Assessment	
Map/Lot	006-0444-0-000	Land	\$48,200
Account	2032	Building	\$358,900
State Code	40 - Four Family	Card Total	\$407,100
Card	1/1	Parcel Total	\$407,100
User Account	16-1918-29		



Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$48,200	\$358,900	\$0	\$407,100
2022	\$48,200	\$358,900	\$0	\$407,100
2021	\$39,500	\$227,700	\$0	\$267,200
2020	\$39,500	\$227,700	\$0	\$267,200
2019	\$39,500	\$227,700	\$0	\$267,200

Location and Owner

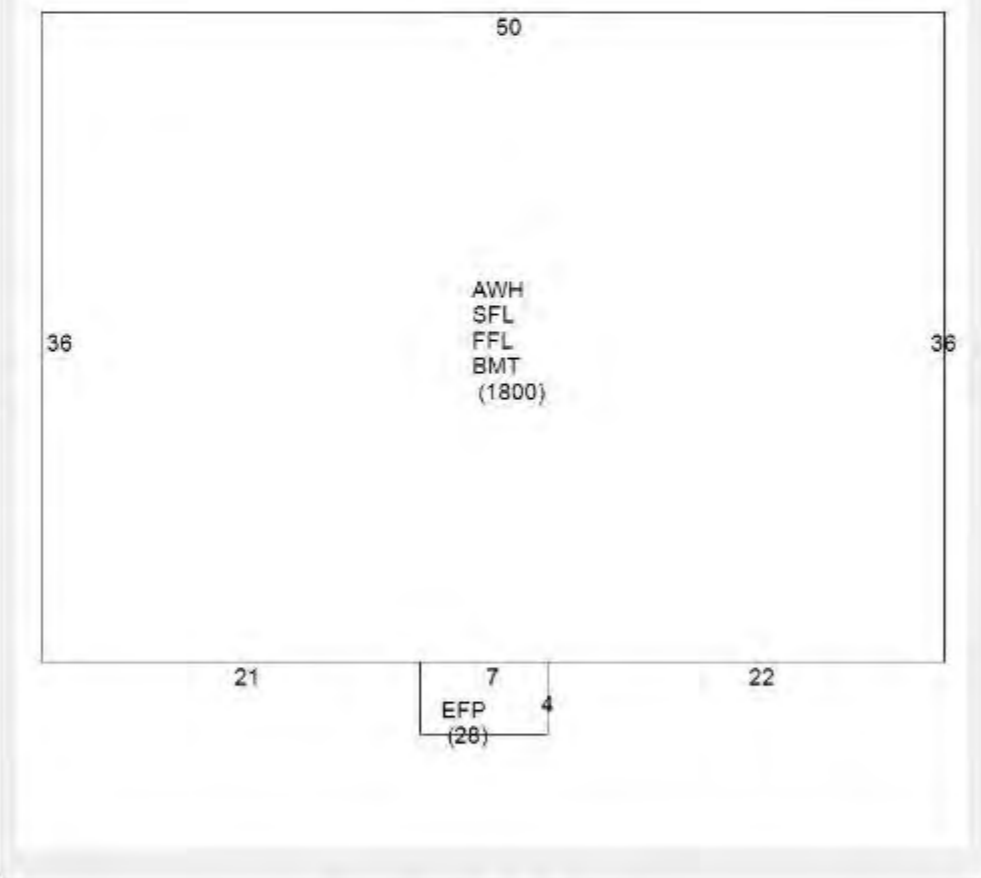
Location	17 MC NIFF STREET
Owner	PIONEER INVESTMENS LLC
Owner2	
Owner3	
Address	10 DORRANCE STREET STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information

Design	4 Family
Year Built	1900
Heat	Hot Water
Fireplaces	0
Rooms	26
Bedrooms	11
Bathrooms	4 Full Bath
Above Grade Living Area	4,410 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
01/07/2016	\$132,520	2401-130	Quit Claim
02/27/2015	\$202,500	2347-181	Foreclosure
12/16/2003	\$0	1374-266-267	Quit Claim
08/05/1999	\$0	0-0	
02/01/1995	\$0	847-239	



Building Sub Areas

Sub Area	Net Area
1st Floor	1,800 SF
2nd Floor	1,800 SF
Attic Wall Height	810 SF
Basement	1,800 SF
Enclosed Porch	28 SF

Parcel Identification		Assessment	
Map/Lot	005-0088-0-000	Land	\$46,100
Account	1464	Building	\$188,200
State Code	30 - Three Family	Card Total	\$234,300
Card	1/1	Parcel Total	\$234,300
User Account	19-2065-53		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2023	\$46,100	\$188,200	\$0	\$234,300
2022	\$46,100	\$188,200	\$0	\$234,300
2021	\$37,800	\$144,500	\$0	\$182,300
2020	\$37,800	\$144,500	\$0	\$182,300
2019	\$37,800	\$144,500	\$0	\$182,300

Location and Owner

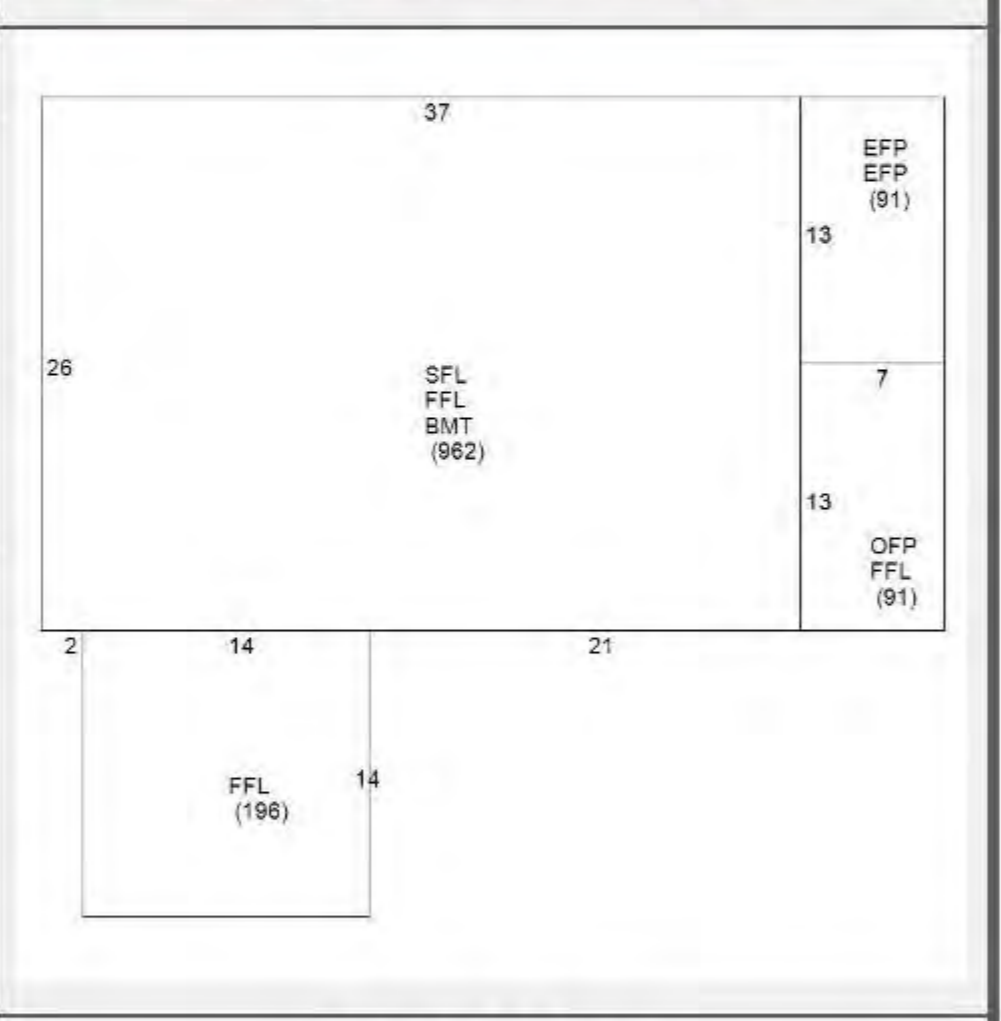
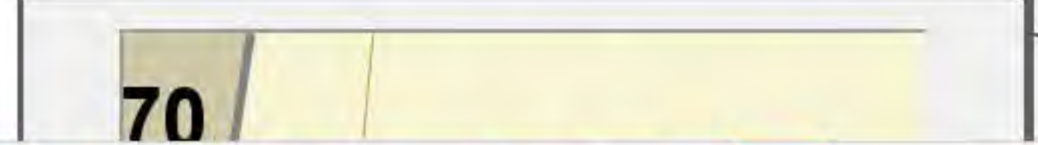
Location	20 MC NIFF STREET
Owner	SUREKA ANURAG
Owner2	SINGLA NAMITA
Owner3	
Address	133 ENDEAN DRIVE
Address2	
Address3	EAST WALPOLE MA 02032

Building Information

Design	3 Family
Year Built	1900
Heat	Electric
Fireplaces	0
Rooms	11
Bedrooms	5
Bathrooms	3 Full Bath
Above Grade Living Area	2,211 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
04/25/2013	\$0	2235-259	Quit Claim
07/02/2012	\$50,000	2178-171	Warranty
09/20/2011	\$0	2128-180	Quit Claim
06/01/2004	\$184,000	1446-265-266	Warranty



Building Sub Areas

Sub Area	Net Area
1st Floor	1,249 SF
2nd Floor	962 SF
Basement	962 SF
Enclosed Porch	182 SF
Open Porch	91 SF

Land Information

260 LONSDALE AVE

Location 260 LONSDALE AVE

Mblu 46 / 0639 /

Acct# 460639

Owner 85 GRAFTON STREET
INVESTMENTS LLC

Assessment \$341,800

Appraisal \$341,800

PID 13132

Building Count 1

% Res 66

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$274,300	\$67,500	\$341,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$274,300	\$67,500	\$341,800

Owner of Record

Owner 85 GRAFTON STREET INVESTMENTS LLC
Address 116 DARTMOUTH ST
BROCKTON, MA 02301

Sale Price \$430,000
Certificate
Book & Page 5023/0108
Sale Date 09/20/2023
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
85 GRAFTON STREET INVESTMENTS LLC	\$430,000		5023/0108	00	09/20/2023
PIONEER INVESTMENTS LLC	\$380,000		4952/0084	40	01/04/2023
LAWSON EDWARD G & DORIS P TRUSTEES	\$10		4845/0096	25	03/15/2022
LAWSON EDWARD G & DORIS P	\$1,156		3738/0021	25	07/07/2014
LAWSON EDWARD G & DORIS P &	\$845		3678/0344	25	12/12/2013

Building Information

Building 1 : Section 1

Year Built: 1890
Living Area: 4,837
Replacement Cost: \$506,063
Building Percent Good: 54
Replacement Cost Less Depreciation: \$273,300

Building Attributes

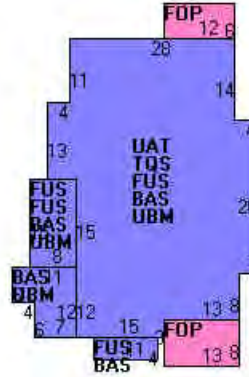
Field	Description
Style:	Res Style Comm
Model	Multi-Family
Grade:	C+
Stories:	3
Occupancy:	5
Exterior Wall 1:	Clapboard
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Slate
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Hardwood
Interior Flr 2:	Carpet
Heat Fuel:	Gas
Heat Type:	Steam
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	4
Total Half Baths	0
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Fireplaces	
Extra Openings	
Gas Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Whirlpools	

Building Photo



(<https://images.vgsi.com/photos2/PawtucketRIPhotos//00\05\83\90.jpg>)

Building Layout



(https://images.vgsi.com/photos2/PawtucketRIPhotos//Sketches/13132_13)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	1,813	1,813
BAS	First Floor	1,801	1,801
TQS	Three Quarter Story	1,529	1,223
FOP	Open Porch	176	0
UAT	Unfinished Attic	1,529	0
UBM	Basement	1,757	0
		8,605	4,837

Fndtn Cndtn	
Basement	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 278
Description RES STYLE COM
Zone RM
Neighborhood CM3
Alt Land Appr No
Category

Land Line Valuation

Size (Sqr Feet) 4334
Frontage
Depth
Assessed Value \$67,500
Appraised Value \$67,500

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			950.00 SF	\$1,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$274,300	\$67,500	\$341,800
2021	\$274,300	\$67,500	\$341,800
2020	\$260,300	\$67,500	\$327,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$274,300	\$67,500	\$341,800
2021	\$274,300	\$67,500	\$341,800
2020	\$260,300	\$67,500	\$327,800

EXHIBIT B



Property Certificates ⓘ

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
--------------------	------------------	---------	--------------------	-----------------

Certificate Type

All

Street Number

1

Street Name

Pacific

City/Town

Central Falls

Certificate Issued

6/30/1940

11/22/3023

Clear Search

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Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
--------------------	------------------	---------	--------------------	-----------------

Certificate Type

All

Street Number

3

Street Name

Pacific

City/Town

Central Falls

Certificate Issued

6/30/1940 11/22/3023



Clear Search

Back to Menu

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
6

Street Name
Fletcher

City/Town
Central Falls

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
187288	Lead Conformance-Interior	6 FLETCHER ST 1 CENTRAL FALLS RI 02863	2/21/2022	See note below
194535	Lead Conformance-Interior/Exterior	6 FLETCHER ST 1 CENTRAL FALLS RI 02863	12/15/2022	12/15/2024
206524	Lead Conformance-Interior/Exterior	6 FLETCHER ST 1ST CENTRAL FALLS RI 02863	12/21/2023	12/21/2025
187289	Lead Conformance-Interior	6 FLETCHER ST 2 CENTRAL FALLS RI 02863	2/21/2022	See note below
190513	Conditional	6 FLETCHER ST 2 CENTRAL FALLS RI 02863	11/23/2022	11/23/2024
187290	Lead Conformance-Interior	6 FLETCHER ST 3 CENTRAL FALLS RI 02863	2/21/2022	See note below
194536	Lead Conformance-Interior/Exterior	6 FLETCHER ST 3 CENTRAL FALLS RI 02863	12/15/2022	12/15/2024

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
7

Street Name
Bowen

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
191806	Lead Conformance-Interior/Exterior	7 BOWEN CT 1L WEST WARWICK RI 02893	9/13/2022	9/13/2024
191801	Lead Conformance-Interior/Exterior	7 BOWEN CT 1R WEST WARWICK RI 02893	9/13/2022	9/13/2024
191803	Lead Conformance-Interior/Exterior	7 BOWEN CT 2L WEST WARWICK RI 02893	9/13/2022	9/13/2024
141881	Independent Clearance Inspection (Legacy HRC)	7 BOWEN CT 3 WEST WARWICK RI 02893	3/24/2014	3/24/2016
141882	Independent Clearance Inspection (Legacy HRC)	7 BOWEN CT 5 WEST WARWICK RI 02893	3/24/2014	3/24/2016
141883	Independent Clearance Inspection (Legacy HRC)	7 BOWEN CT 7 WEST WARWICK RI 02893	3/24/2014	3/24/2016

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
8

Street Name
Knowles

City/Town
Pawtucket

Certificate Issued
6/30/1940 11/22/3023

Clear Search

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Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
--------------------	------------------	---------	--------------------	-----------------

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
12

Street Name
Youngs

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
93831	Independent Clearance Inspection (Legacy HRC)	12 YOUNGS AVE 1 WEST WARWICK RI 02893	4/24/2006	4/24/2008
93832	Independent Clearance Inspection (Legacy HRC)	12 YOUNGS AVE 2 WEST WARWICK RI 02893	4/24/2006	4/24/2008

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
13

Street Name
Sanford

City/Town
Pawtucket

Certificate Issued
6/30/1940 11/22/3023

Clear Search

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Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
166491	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 1 PAWTUCKET RI 02860	10/21/2018	10/21/2020
197975	Lead Conformance-Interior/Exterior	13 SANFORD ST 1 PAWTUCKET RI 02860	3/16/2023	3/16/2025
166492	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 2 PAWTUCKET RI 02860	10/21/2018	10/21/2020
202404	Lead Conformance-Interior/Exterior	13 SANFORD ST 2ND PAWTUCKET RI 02860	8/14/2023	8/14/2025
166493	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 3L PAWTUCKET RI 02860	10/21/2018	10/21/2020
166494	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 3R PAWTUCKET RI 02860	10/21/2018	10/21/2020

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
16

Street Name
Fairview

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
175060	Independent Clearance Inspection (Legacy HRC)	116 FAIRVIEW ST PROVIDENCE RI 02908	10/29/2020	10/29/2022
165521	Independent Clearance Inspection (Legacy HRC)	16 FAIRVIEW ST 1 PROVIDENCE RI 02908	8/31/2018	8/31/2020
166829	Independent Clearance Inspection (Legacy HRC)	16 FAIRVIEW ST 2 PROVIDENCE RI 02908	5/10/2018	5/10/2020

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
17

Street Name
McNiff

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
154888	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 1L WEST WARWICK RI 02893	6/2/2016	6/2/2018
154890	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 1R WEST WARWICK RI 02893	6/2/2016	6/2/2018
207848	Lead Conformance-Interior/Exterior	17 MCNIFF ST 1R WEST WARWICK RI 02893	1/6/2024	1/6/2026
154891	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 2 WEST WARWICK RI 02893	6/2/2016	6/2/2018
154887	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 5 WEST WARWICK RI 02893	6/2/2016	6/2/2018

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
20

Street Name
McNiff

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
134636	Independent Clearance Inspection (Legacy HRC)	20 MCNIFF ST 1 WEST WARWICK RI 02893	3/2/2013	3/2/2015
134638	Independent Clearance Inspection (Legacy HRC)	20 MCNIFF ST 2 WEST WARWICK RI 02893	3/2/2013	3/2/2015
134639	Independent Clearance Inspection (Legacy HRC)	20 MCNIFF ST 3 WEST WARWICK RI 02893	3/2/2013	3/2/2015

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
66

Street Name
Overland

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
119685	Independent Clearance Inspection (Legacy HRC)	66 OVERLAND AVE 1 CRANSTON RI 02910	8/18/2010	8/18/2012

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
67

Street Name
Prospect

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
108205	Independent Clearance Inspection (Legacy HRC)	67 PROSPECT HILL AVE WEST WARWICK RI 02893	7/28/2008	7/28/2010
201997	Lead Conformance-Interior/Exterior	67 PROSPECT HILL AVE WEST WARWICK RI 02893	7/24/2023	7/24/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ



Certificate Type
All ▼

Street Number
87 🔍 ✕

Street Name
Pond 🔍 ✕

City/Town
All ▼

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
114629	Independent Clearance Inspection (Legacy HRC)	87 POND ST 1ST FLOOR WEST WARWICK RI 02893	9/26/2009	9/26/2011
145881	Independent Clearance Inspection (Legacy HRC)	87 POND ST 1ST FLR. WEST WARWICK RI 02893	12/8/2014	12/8/2016
116851	Independent Clearance Inspection (Legacy HRC)	87 POND ST 2ND FLOOR WEST WARWICK RI 02893	1/29/2010	1/29/2012
119166	Independent Clearance Inspection (Legacy HRC)	87 POND ST 3RD FLOOR WEST WARWICK RI 02893	7/8/2010	7/8/2012
206523	Lead Conformance-Interior/Exterior	87 POND ST 3RD WEST WARWICK RI 02893	12/21/2023	12/21/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
--------------------	------------------	---------	--------------------	-----------------

Certificate Type

All

Street Number

100

Street Name

Linwood

City/Town

Pawtucket

Certificate Issued

6/30/1940 11/22/3023



Clear Search

Back to Menu

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
134

Street Name
First

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
198600	Lead Conformance-Interior/Exterior	134 FIRST AVE 2 WOONSOCKET RI 02895	4/13/2023	4/13/2025
197225	Lead Conformance-Interior/Exterior	134 FIRST AVE 3 WOONSOCKET RI 02895	3/8/2023	3/8/2025
202087	Lead Conformance-Interior/Exterior	134 FIRST AVE 3 WOONSOCKET RI 02895	8/9/2023	8/9/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
178

Street Name
Division

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
202629	Lead Conformance-Interior/Exterior	178 DIVISION ST 1ST PAWTUCKET RI 02860	8/17/2023	8/17/2025
202628	Lead Conformance-Interior/Exterior	178 DIVISION ST 2ND PAWTUCKET RI 02860	8/17/2023	8/17/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
--------------------	------------------	---------	--------------------	-----------------

Certificate Type
All

Street Number
294

Street Name
Burnside

City/Town
Woonsocket

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Note: Interior Only certificates are valid from the date they are issued until the following June 30.



Property Certificates ⓘ

Certificate Type
All

Street Number
312

Street Name
Walcott

City/Town
Pawtucket

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
166552	Independent Clearance Inspection (Legacy HRC)	312 WALCOTT ST 1 PAWTUCKET RI 02860	10/21/2018	10/21/2020
202104	Lead Conformance-Interior/Exterior	312 WALCOTT ST 1 PAWTUCKET RI 02860	8/9/2023	8/9/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT C



\$1,200/mo 2 bd | 1 ba | 800 sqft
12 Youngs Ave, # FAIRVIEW2L, West Warwick, RI 02893

Apartment for rent

[Request a tour](#) [Apply now](#)

[Overview](#) [Facts and features](#) [Price History](#) [Nearby school](#)

PRIVATE STORAGE

Listed by property owner

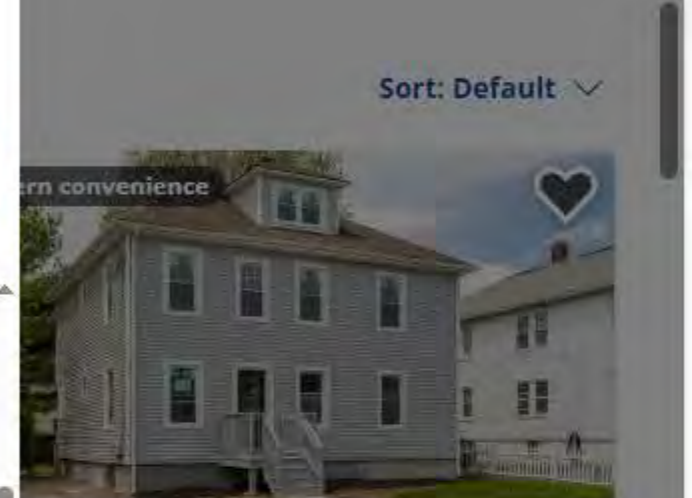
 **Manav**
(401) 648-4737

[Ask a question](#)

Rental facts and features

- Interior**
- Bedrooms & bathrooms**
 - Bedrooms: 2
 - Bathrooms: 1
 - Full bathrooms: 1
 - Flooring**
 - Flooring: Hardwood
 - Appliances**
 - Laundry features: Contact manager
 - Property**
 - Parking**
 - Parking features: Off Street
 - Property**
 - Exterior features: Electricity not included

Sort: Default

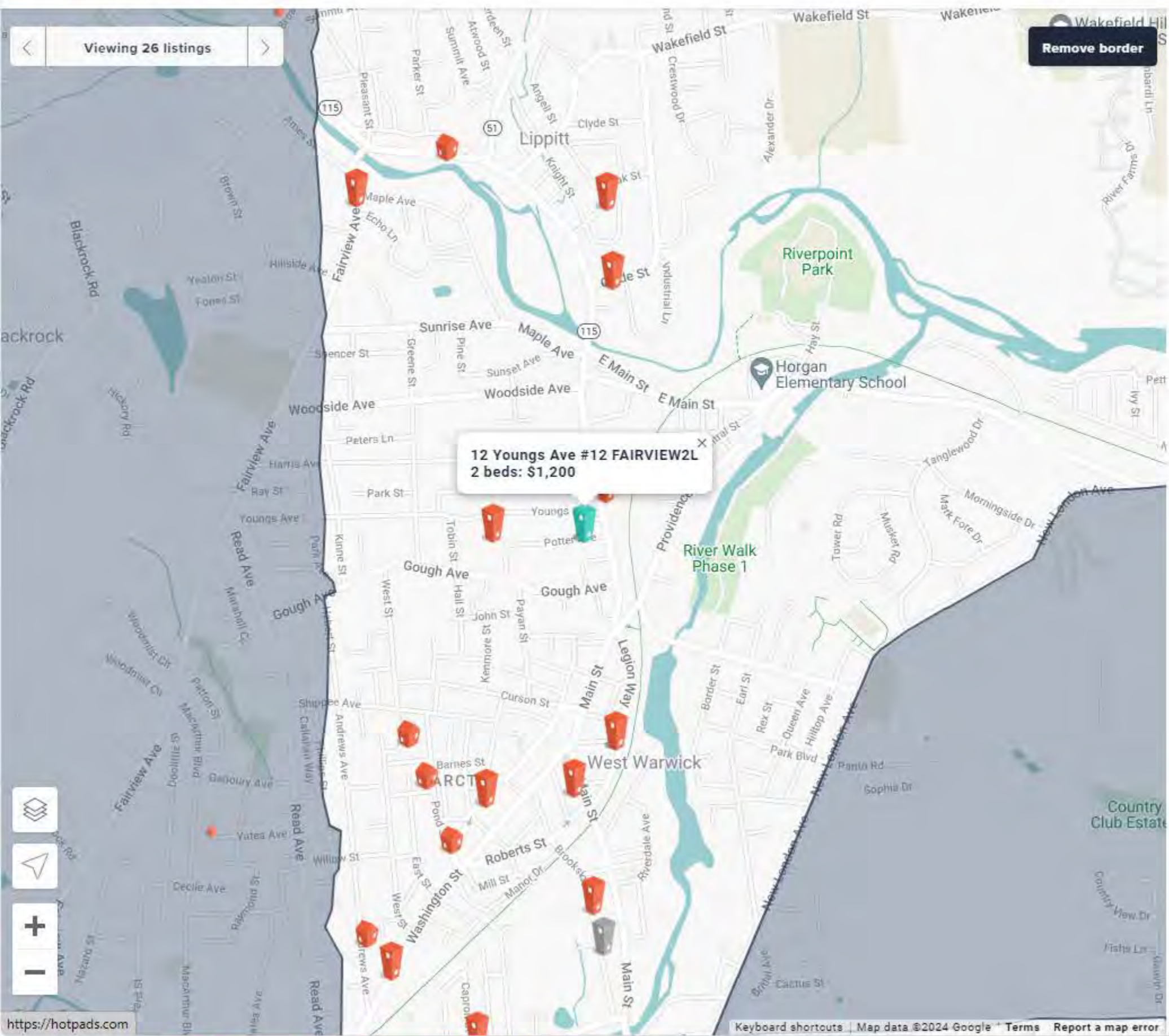


00/mo
1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893



50/mo
1 ba | 1,100 sqft - Apartment for rent
stly St 1stflr Updated 2b/1b Ssappliances...





More Listings



Showing 1 of 1 school.

GreatSchools ratings are based on test scores and additional metrics when available. Learn more.

Message Manav

(401) 648-4737

* Customize message

I'd like to schedule a viewing for Youngs Ave #12 FAIRVIEW2L, West Warwick, RI 02893, US. Please contact me with more information!

* Your name

* Your email

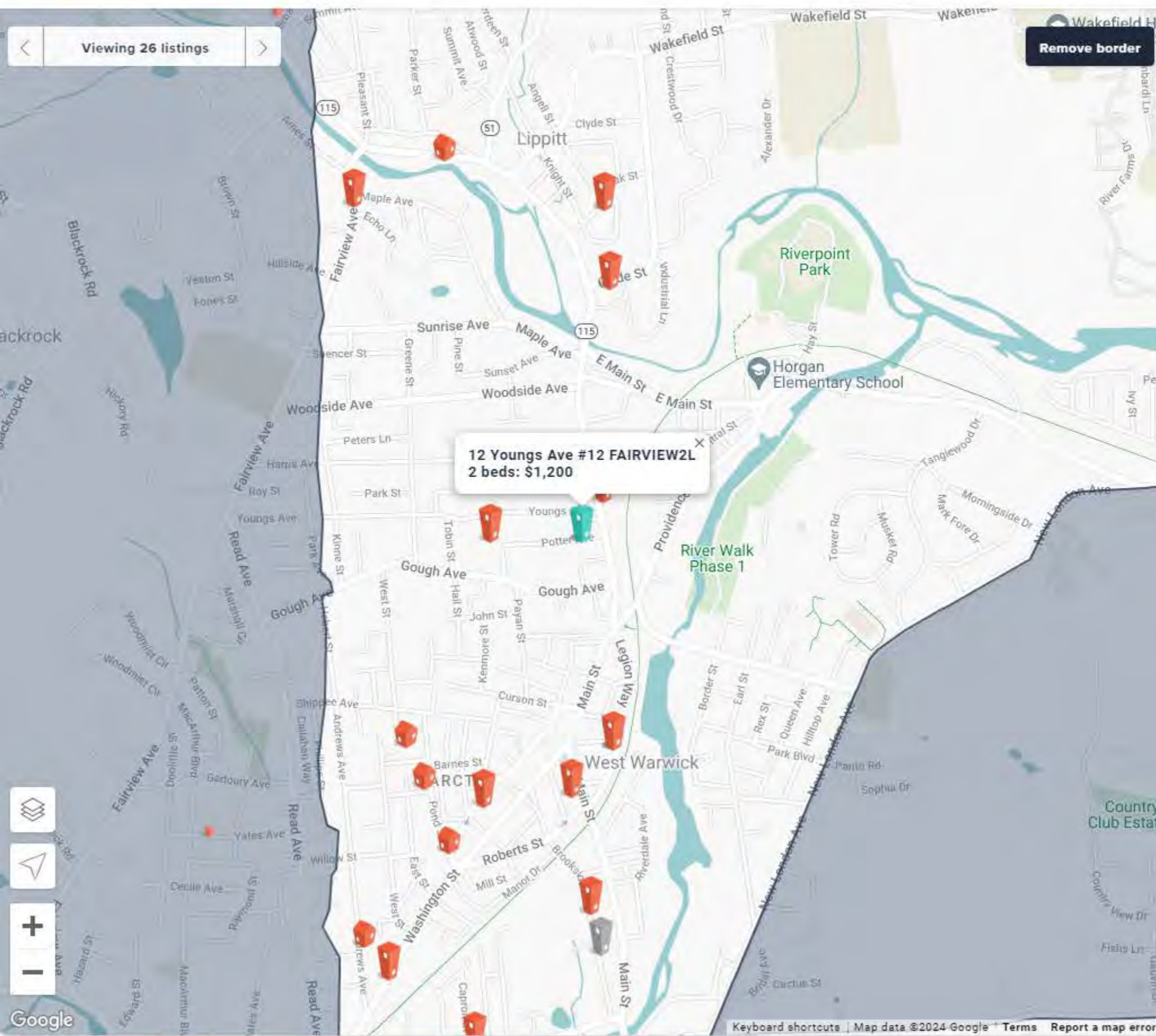
* Your phone number

Send message

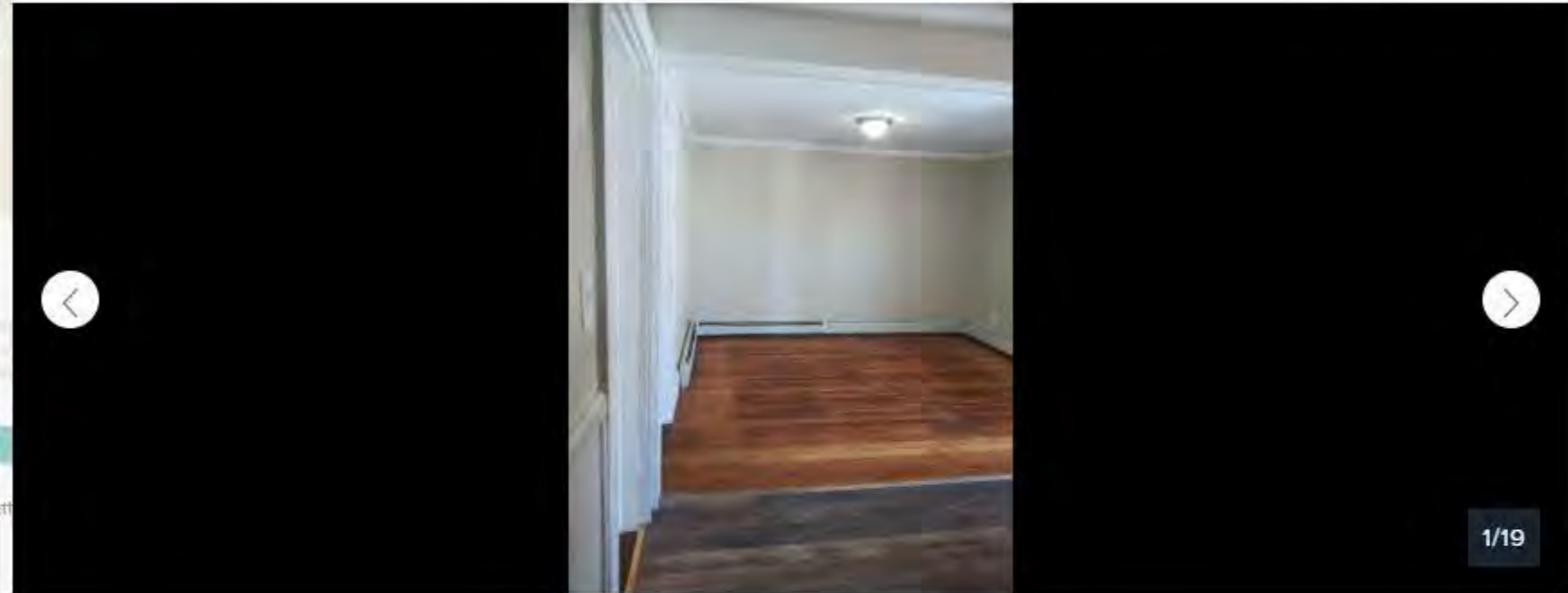
By contacting this property, you agree that Zillow Group and landlords/property managers may call/text you about your inquiry, which may involve use of automated means and prerecorded/artificial voices. You don't need to consent as a condition of buying any property, goods or services. Message/data rates may apply.

Find similar homes





More Listings



Gallery Street view

12 Youngs Ave #12 FAIRVIEW2L

West Warwick, RI 02893

\$1,200 Monthly Rent	2 Beds	1 Baths	800 Sqft
--------------------------------	------------------	-------------------	--------------------

Check availability

Apply now

Powered by Zillow

Highlights

- Cats and small dogs allowed
- No laundry
- Off street
- Listed 10 hours ago
- Updated 1 minute ago

Buy Rent Sell Home Loans Ag...
West Warwick RI

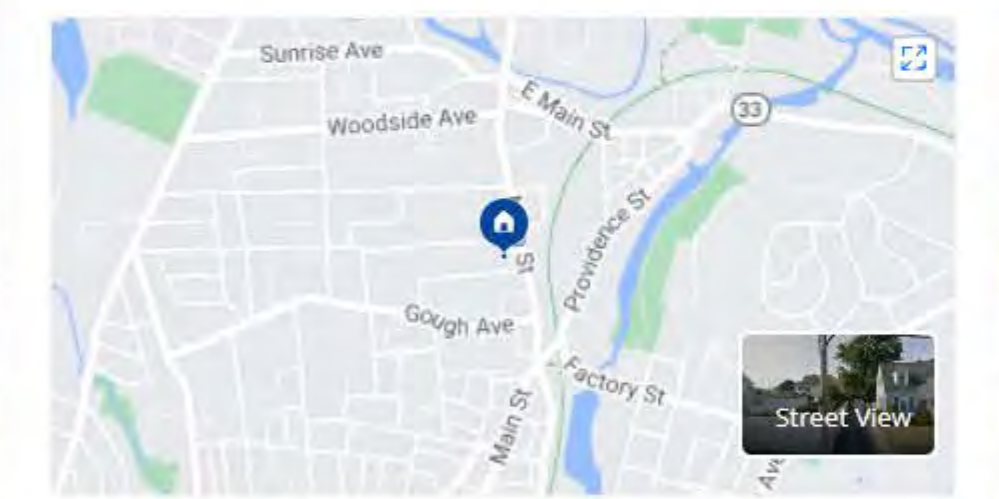


Zillow Save Share Hide More

\$1,200/mo 2 bd | 1 ba | 800 sqft
12 Youngs Ave, # FAIRVIEW2L, West Warwick, RI 02893

Apartment for rent
Request a tour **Apply now**

Overview Facts and features Price History Nearby school >
Heating Contact manager Laundry Home
Deposit & \$1,200 fees



Travel times
Add a destination

Overview
0 days listed | 11 contacts | 4 applications
Renovated 2 beds unit includes heat, 1 private storage in basement.

Rentals Advertise Help Sign In

Sort: Default

00/mo

50/mo



Property Certificates ⓘ

Certificate Type
All

Street Number
12

Street Name
Youngs

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
93831	Independent Clearance Inspection (Legacy HRC)	12 YOUNGS AVE 1 WEST WARWICK RI 02893	4/24/2006	4/24/2008
93832	Independent Clearance Inspection (Legacy HRC)	12 YOUNGS AVE 2 WEST WARWICK RI 02893	4/24/2006	4/24/2008

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT D

Buy Rent Sell Home Loans Age
Address, neighborhood, city, ZIP



Edit Save Share More

2 bd | 1 ba | 900 sqft
17 McNiff St APT 2, West Warwick, RI 02893

Off market
Zestimate®: None Rent Zestimate®: \$1,425
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
7/9/2023	Listing removed	--
Source: Zillow Rentals Report		
7/6/2023	Price change	\$1,300 -7.1% \$1/sqft
Source: Zillow Rentals Report		
6/1/2023	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
4/28/2023	Listed for rent	\$1,500 +20% \$2/sqft
Source: Zillow Rentals Report		
6/29/2021	Listing removed	--
Source: Zillow Rental Manager Report		

Show more

Public tax history

Tax history is unavailable

Rentals Advertise Help Sign In

Sort: Default

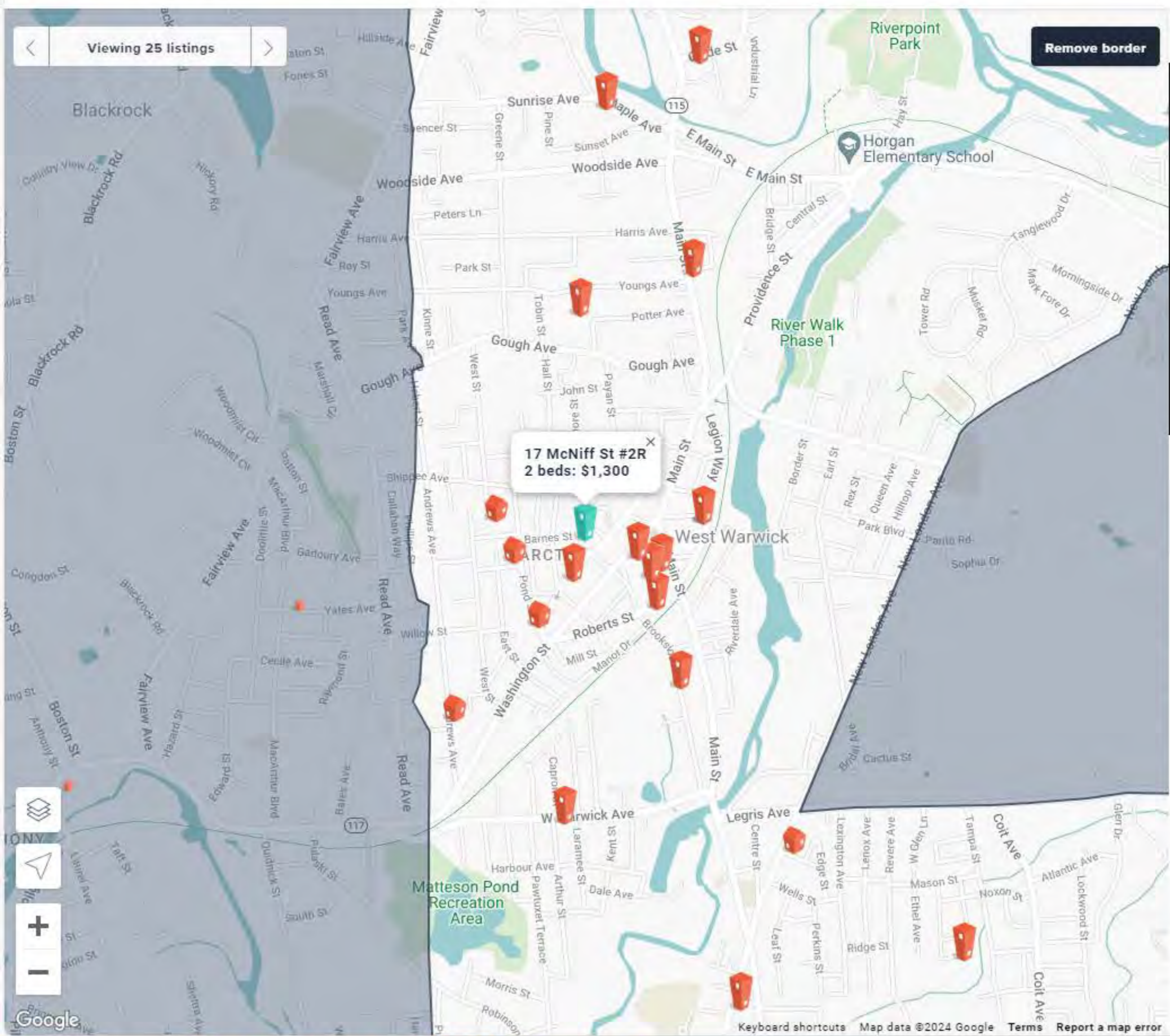


60+ Studio
0+ 1 bd | \$1,785+ 2 bds
at Anthony Mill | 624 Washington St...



95/mo
1 ba | -- sqft - Apartment for rent
apartments at Remington Pond, 8 Quaker D...





More Listings



Gallery

Street view

This pad was taken off the market on 09/29/23. Explore listings in the same area.

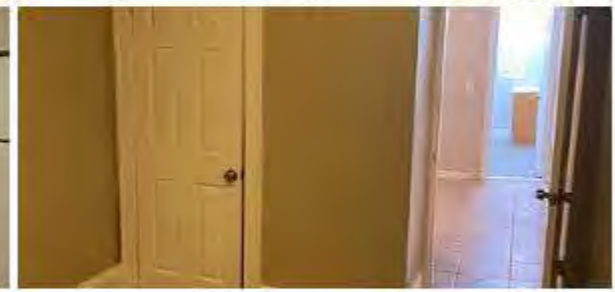
17 McNiff St #2R

West Warwick, RI 02893

\$1,300	2	1	900
Monthly Rent	Beds	Baths	Sqft

Find similar homes

- This listing
17 McNiff St #2R
- 125 Knight St #1
- 204 Ohio Ave #3
- 61 Federal St #2
- 12 Youngs Ave #12 FAIRVIEW2L
- (Undisclosed Address)
- 12 Fairview Ave #12
- 761 Ave



Edit Save Share More

2 bd | 1 ba | 900 sqft
17 McNiff St #2R, West Warwick, RI 02893

Off market
Zestimate®: None Rent Zestimate®: \$1,425
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Services availability
Get Free Estimate

Price and tax history

Price history

Date	Event	Price
9/29/2023	Listing removed	--
7/9/2023	Listed for rent	\$1,300 \$1/sqft

Public tax history

Tax history is unavailable.

Neighborhood: 02893

Walk Score®

Sort: Default



50/mo
1 ba | 1,515 sqft - Apartment for rent
Mill Lofts, 618 Main St UNIT 3-106,...



00/mo
1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893

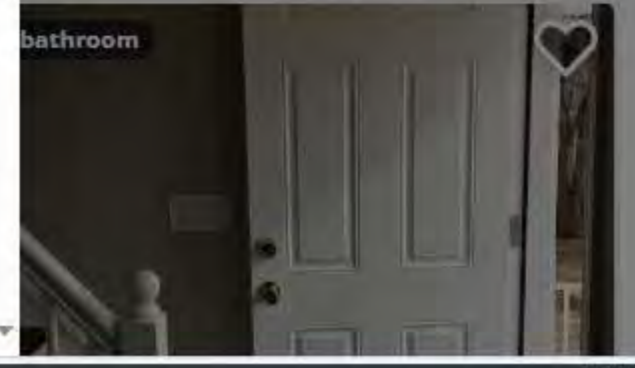


EXHIBIT E



Property Certificates ⓘ

Certificate Type
All

Street Number
17

Street Name
McNiff

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

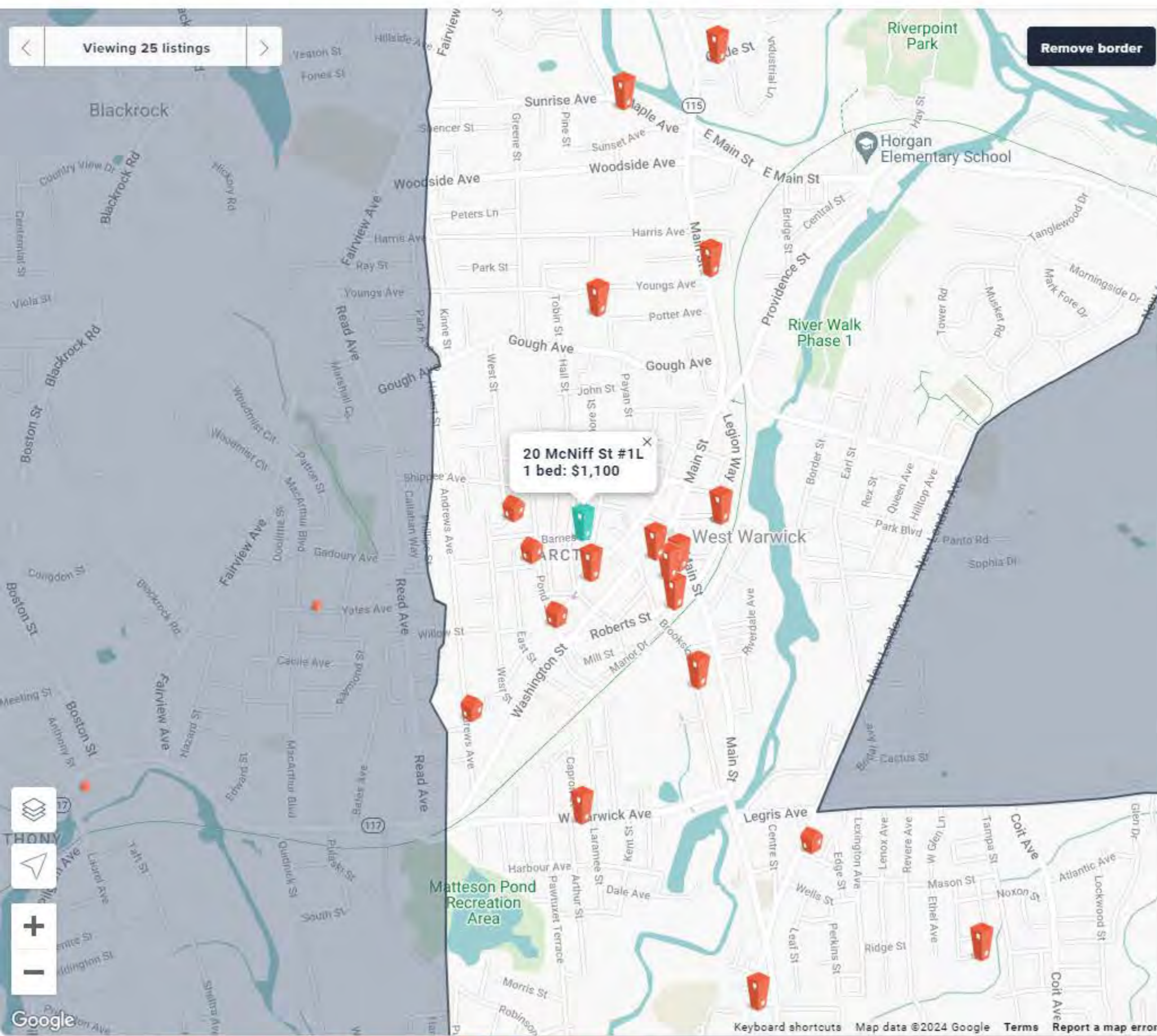
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
154888	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 1L WEST WARWICK RI 02893	6/2/2016	6/2/2018
154890	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 1R WEST WARWICK RI 02893	6/2/2016	6/2/2018
207848	Lead Conformance-Interior/Exterior	17 MCNIFF ST 1R WEST WARWICK RI 02893	1/6/2024	1/6/2026
154891	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 2 WEST WARWICK RI 02893	6/2/2016	6/2/2018
154887	Independent Clearance Inspection (Legacy HRC)	17 MCNIFF ST 5 WEST WARWICK RI 02893	6/2/2016	6/2/2018

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT F



More Listings



Gallery

Street view

This pad was taken off the market on 07/09/23.
 Explore listings in the same area.

20 McNiff St #1L

West Warwick, RI 02893

\$1,100 Monthly Rent **1** Beds **1** Baths **700** Sqft

Find similar homes

- This listing
20 McNiff St #1L
- 16 Cromwell St #6
- 145 Archambault Ave
- 223 Thayer St #2
- 39 Vinton St #B
- 335 Washington St #2
- 411 Laurel Hill Ave #201
- 118 #2

EXHIBIT G



Property Certificates ⓘ

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
134636	Independent Clearance Inspection (Legacy HRC)	20 MCNIFF ST 1 WEST WARWICK RI 02893	3/2/2013	3/2/2015
134638	Independent Clearance Inspection (Legacy HRC)	20 MCNIFF ST 2 WEST WARWICK RI 02893	3/2/2013	3/2/2015
134639	Independent Clearance Inspection (Legacy HRC)	20 MCNIFF ST 3 WEST WARWICK RI 02893	3/2/2013	3/2/2015

Certificate Type

All

Street Number

20

Street Name

McNiff

City/Town

All

Certificate Issued

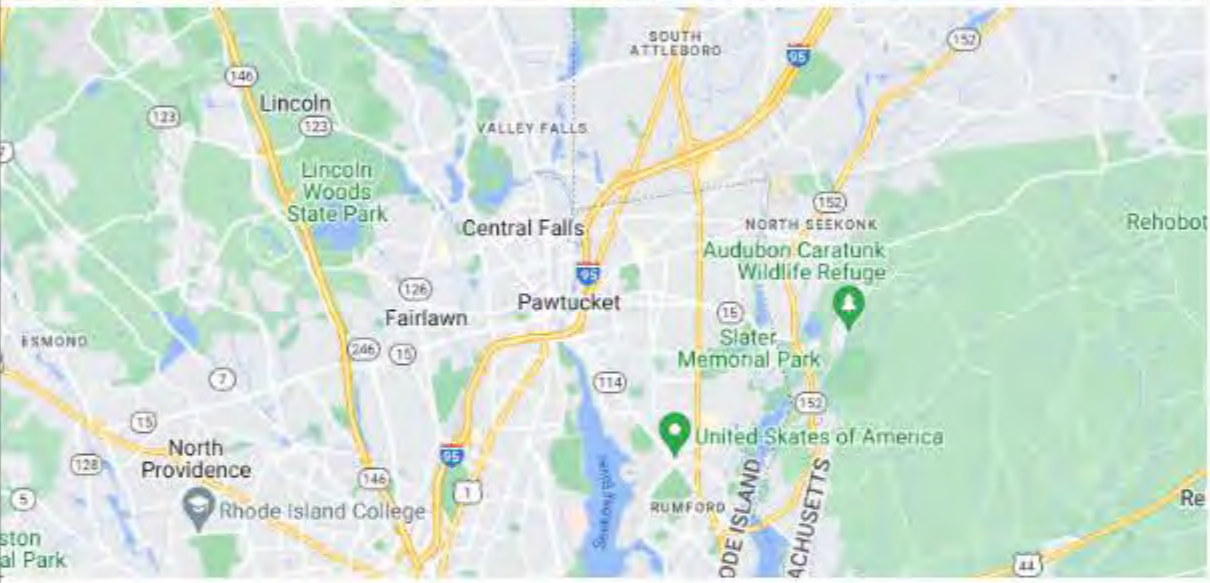
6/30/1940 11/22/3023

Clear Search

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Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT H



Edit Save Share More

-- bd | -- ba | -- sqft

13 Sanford St #3L, Pawtucket, RI 02860

Off market

Zestimate®: None | Rent Zestimate®: \$1,357

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
12/2/2023	Listing removed	--
Source: Zillow Rentals Report		
11/16/2023	Price change	\$1,200 -14.3%
Source: Zillow Rentals Report		
11/11/2023	Listed for rent	\$1,400
Source: Zillow Rentals Report		

Public tax history

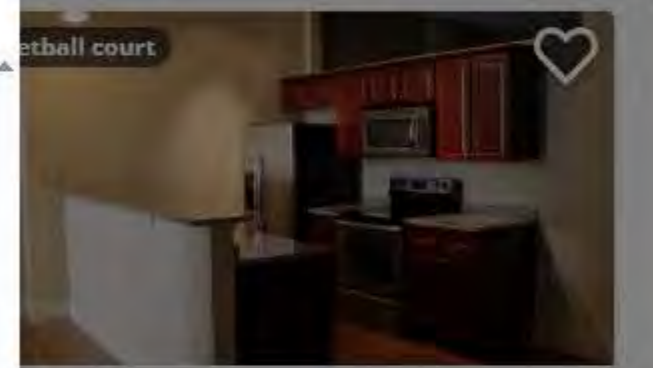
Tax history is unavailable.

Neighborhood: 02860

- Walk Score®**
75 / 100 (Very Walkable)
- Transit Score®**
47 / 100 (Some Transit)
- Bike Score®**
51 / 100 (Bikeable)

Rentals Advertise Help Sign In

Sort: Default



95+ 1 bd
0+ 2 bds
Cotton Mill | 75 S Union St, Pawtucket, RI



00+ Studio
0+ 2 bds
Prospect | 325 Prospect St, Pawtucket, RI



EXHIBIT I



Property Certificates ⓘ

Certificate Type
All

Street Number
13

Street Name
Sanford

City/Town
Pawtucket

Certificate Issued
6/30/1940 11/22/3023

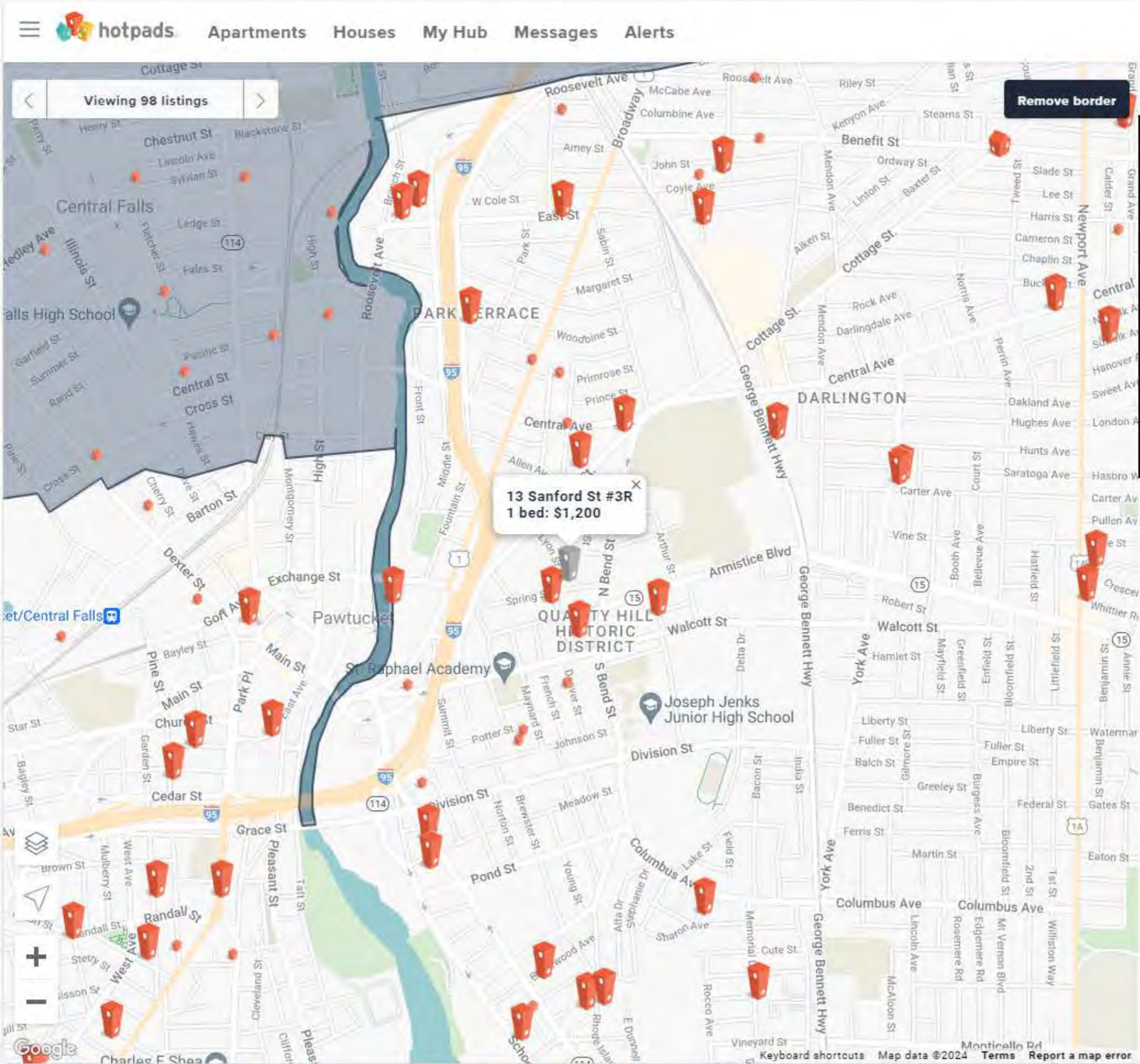
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
166491	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 1 PAWTUCKET RI 02860	10/21/2018	10/21/2020
197975	Lead Conformance-Interior/Exterior	13 SANFORD ST 1 PAWTUCKET RI 02860	3/16/2023	3/16/2025
166492	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 2 PAWTUCKET RI 02860	10/21/2018	10/21/2020
202404	Lead Conformance-Interior/Exterior	13 SANFORD ST 2ND PAWTUCKET RI 02860	8/14/2023	8/14/2025
166493	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 3L PAWTUCKET RI 02860	10/21/2018	10/21/2020
166494	Independent Clearance Inspection (Legacy HRC)	13 SANFORD ST 3R PAWTUCKET RI 02860	10/21/2018	10/21/2020

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT J



More Listings



Gallery

Street view

This pad was taken off the market on 06/07/23. Explore listings in the same area.

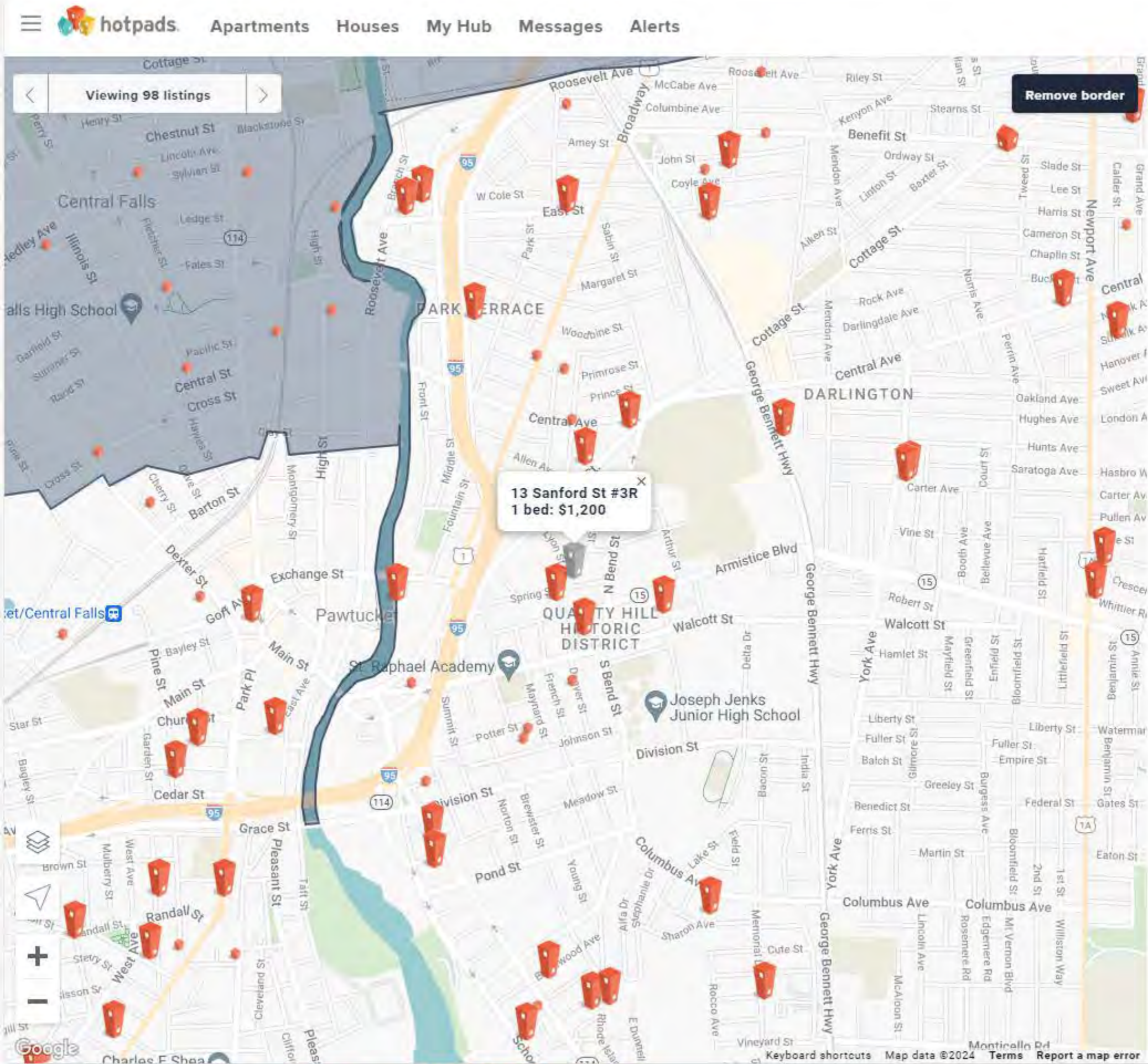
13 Sanford St #3R

Pawtucket, RI 02860

\$1,200 Monthly Rent **1** Beds **1** Baths **700** Sqft

Find similar homes

- This listing
13 Sanford St #3R
- 24 Mowry St #3**
- 96 Gano St #6**
- 103 Broad St #1R**
- 1603 Lonsdale Ave #1R**
- 84 Spring St #1F**
- 6-10 George St**
- 99#1**



More Listings

+ Add commute destination



by car



by transit



on foot



by bike

About 13 Sanford St #3R

Freshly Painted 1 bedroom unit on 3rd floor. Good size bedroom. Spacious living room and full bathroom. No Laundry on site. Off street parking. Tenant pays gas and electric.

Apartment amenities

Property amenities

- Building Deposit Fee Maximum: 1200
- Building Deposit Fee Minimum: 1200
- Electricity not included in rent
- Flooring: Hardwood
- Gas not included in rent
- Laundry: none
- Off Street Parking

Pet policy

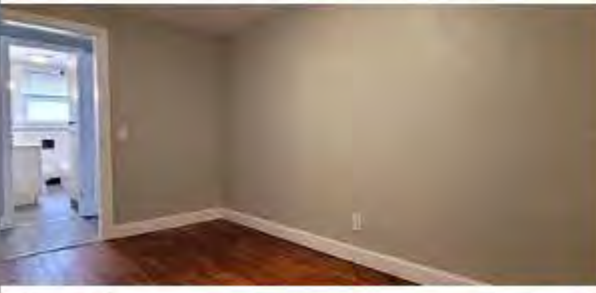
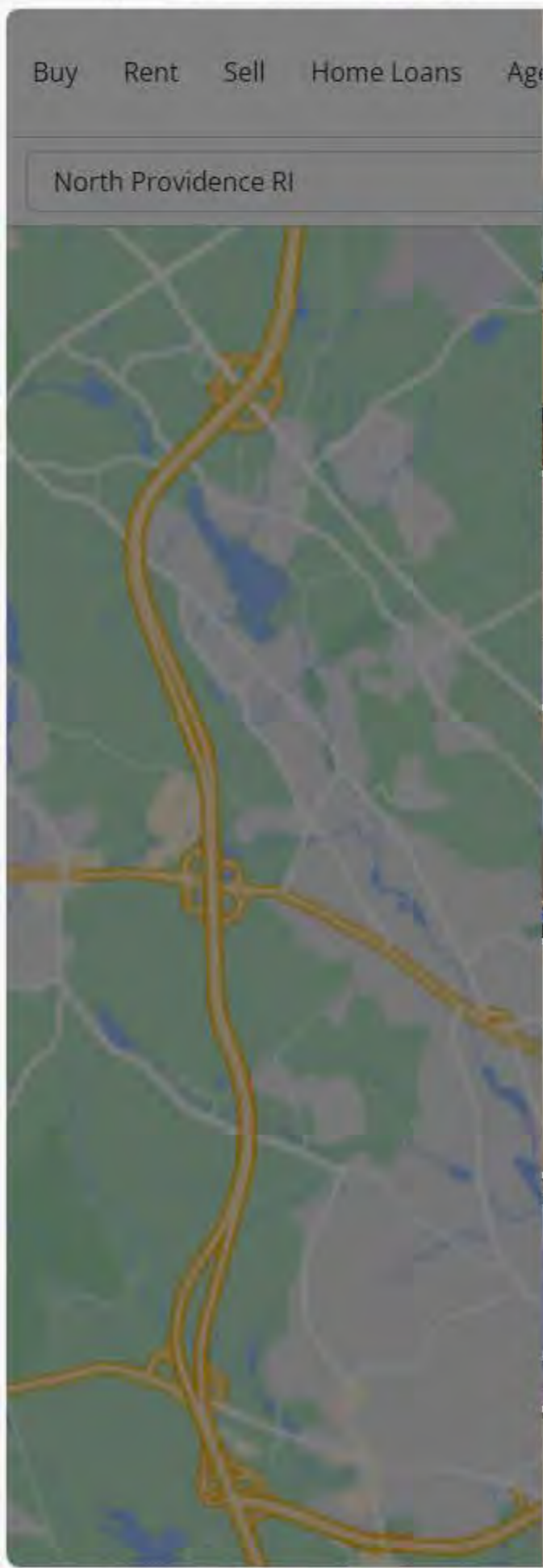
- Cats allowed
- Dogs allowed



Terms at 13 Sanford St #3R

EXHIBIT K

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



Edit Save Share More

3 bd | 1 ba | 900 sqft
 8 Palm St #1F, Providence, RI 02904

Off market
 Zestimate®: None ? | Rent Zestimate®: \$1,784
 Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
7/9/2023	Listing removed	--
Source: Zillow Rentals Report		
6/23/2023	Price change	\$1,600 -8.6% \$2/sqft
Source: Zillow Rentals Report		
4/8/2023	Listed for rent	\$1,750 \$2/sqft
Source: Zillow Rentals Report		
9/3/2021	Listing removed	--
Source: Zillow Rental Manager Report		
8/19/2021	Price change	\$1,750 -7.9% \$2/sqft
Source: Zillow Rental Manager Report		
7/22/2021	Listed for rent	\$1,900 +46.2% \$2/sqft

Rentals Advertise Help Sign In

Sort: Default



45+ 1 bd
 5+ 2 bds
 and Townhomes at International | 528...



00/mo
 1 ba | 740 sqft - Apartment for rent
 nella St UNIT 2B, Providence, RI 02904



EXHIBIT L



Property Certificates ⓘ

Certificate Type
All

Street Number
8

Street Name
Palm

City/Town
North Providence

Certificate Issued
6/30/1940 11/22/3023

Clear Search

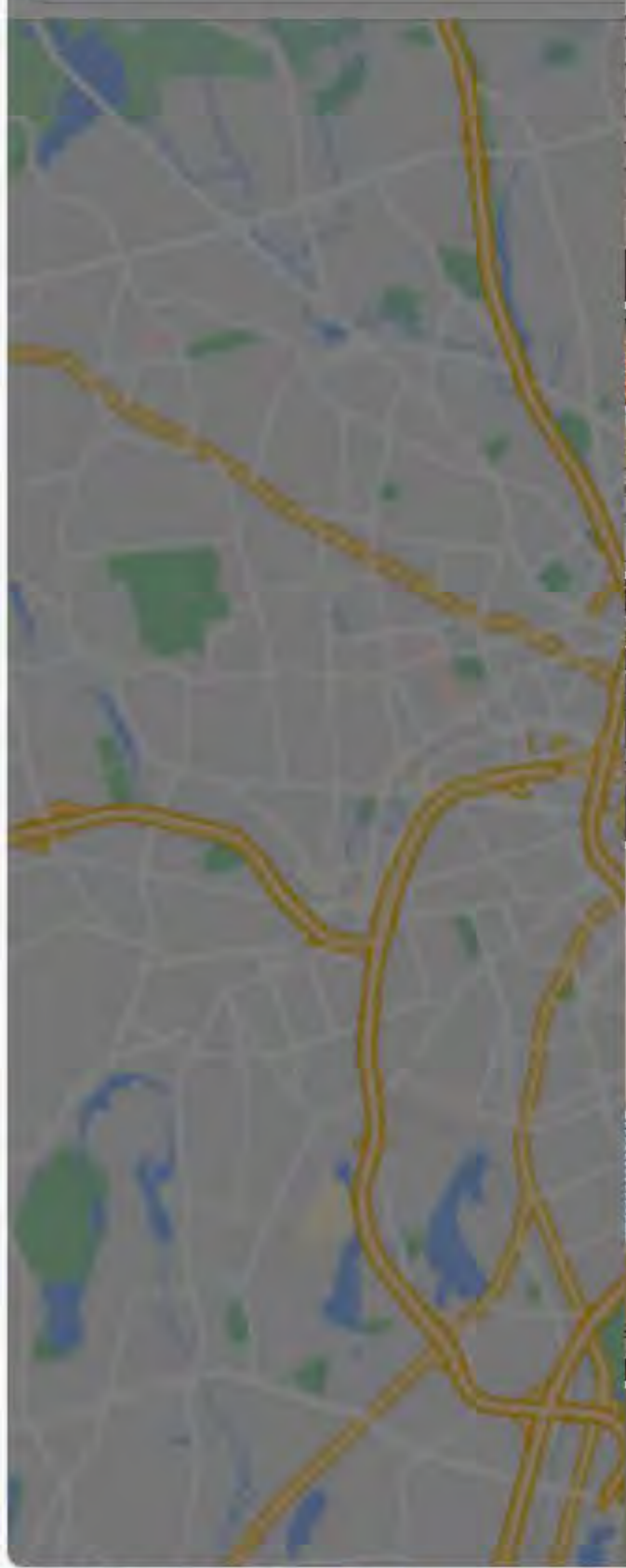
Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
202145	Lead Conformance-Interior/Exterior	8 PALM ST 1ST NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025
202146	Lead Conformance-Interior/Exterior	8 PALM ST 2ND NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025
202144	Lead Conformance-Interior/Exterior	8 PALM ST BASEMENT NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT M

Buy Rent Sell Home Loans Ag...
East Providence RI



Edit Save Share More

3 bd | 1 ba | 1,200 sqft
118 Waterman Ave FLOOR 2, East Providence, RI 02914

Off market
Zestimate®: None ? Rent Zestimate®: \$2,013
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price history

Date	Event	Price
6/15/2023	Listing removed	--
Source: Zillow Rentals Report		
6/5/2023	Price change	\$2,000 -9.1% \$2/sqft
Source: Zillow Rentals Report		
5/25/2023	Price change	\$2,200 -8.3% \$2/sqft
Source: Zillow Rentals Report		
5/24/2023	Listed for rent	\$2,400 +6.7% \$2/sqft
Source: Zillow Rentals Report		
5/2/2023	Listing removed	--
Source: Zillow Rentals Report		
4/20/2023	Price change	\$2,250 +12.5% \$2/sqft
Source: Zillow Rentals Report		

Rentals Advertise Help Sign In

Sort: Default



50+ 1 bd
0+ 2 bds | \$2,500+ 3 bds
Farm Apartment Homes | 25 Gemini Dr, Ea...



45+ Studio
5+ 1 bd | \$1,975+ 2 bds
Shore Apartment Homes | 250-260 Boyd...



EXHIBIT N



Property Certificates ⓘ

Certificate Type
All

Street Number
118

Street Name
Waterman

City/Town
North Providence

Certificate Issued
6/30/1940 11/22/3023

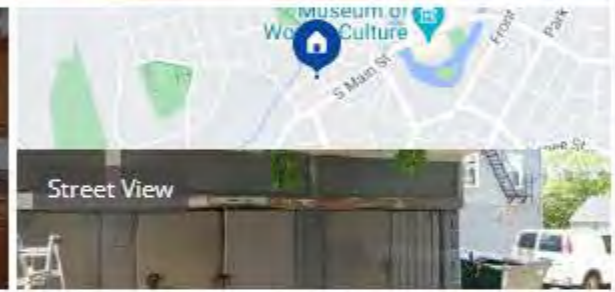
Clear Search

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Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
166630	Independent Clearance Inspection (Legacy HRC)	118 WATERMAN AVE 1 NORTH PROVIDENCE RI 02911	11/3/2018	11/3/2020
202690	Lead Conformance-Interior/Exterior	118 WATERMAN AVE 118 NORTH PROVIDENCE RI 02911	8/21/2023	8/21/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT O



Edit Save Share More

Rentals Advertise Help Sign In

2 bd | 1 ba | 900 sqft
99 Oak St #2, Woonsocket, RI 02895

Off market
Zestimate®: None ? Rent Zestimate®: \$1,394

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
6/16/2023	Listing removed	--
Source: Zillow Rentals Report		
6/4/2023	Price change	\$1,200 -7.7% \$1/sqft
Source: Zillow Rentals Report		
4/21/2023	Price change	\$1,300 -7.1% \$1/sqft
Source: Zillow Rentals Report		
1/31/2023	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
1/28/2023	Listed for rent	\$1,500 +42.9% \$2/sqft
Source: Zillow Rentals Report		
11/10/2020	Listing removed	\$1,050 \$1/sqft
Source: Zillow Rental Manager Report		



95+ 2 bds
... Ave. Woonsocket, RI



00/mo
1 ba | 1,276 sqft - Apartment for rent
...ount Saint Charles Ave FLOOR 2....



EXHIBIT P



Property Certificates ⓘ



Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
202238	Lead Conformance-Interior/Exterior	99 OAK ST 1L WOONSOCKET RI 02895	8/8/2023	8/8/2025
202239	Lead Conformance-Interior/Exterior	99 OAK ST 1R WOONSOCKET RI 02895	8/8/2023	8/8/2025
202240	Lead Conformance-Interior/Exterior	99 OAK ST 2L WOONSOCKET RI 02895	8/8/2023	8/8/2025
202268	Lead Conformance-Interior/Exterior	99 OAK ST 2R WOONSOCKET RI 02895	8/8/2023	8/8/2025
158329	Independent Clearance Inspection (Legacy HRC)	99 OAK ST 3L WOONSOCKET RI 02865	3/20/2017	3/20/2019

Certificate Type
All

Street Number
99

Street Name
Oak

City/Town
All

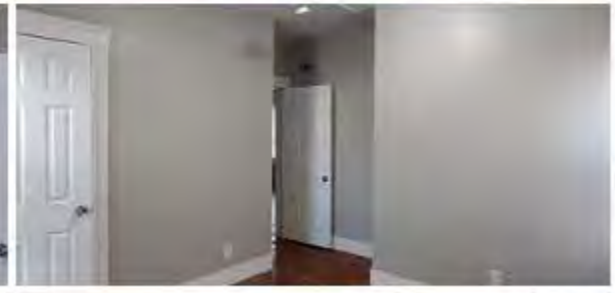
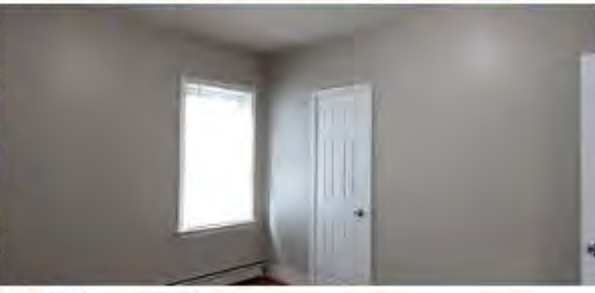
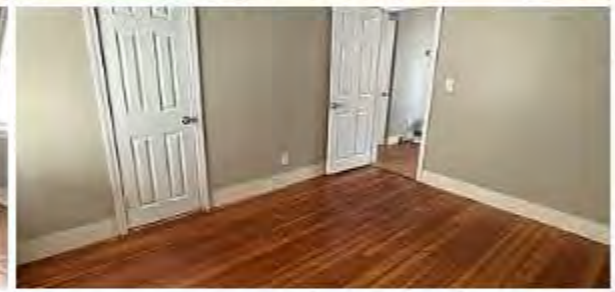
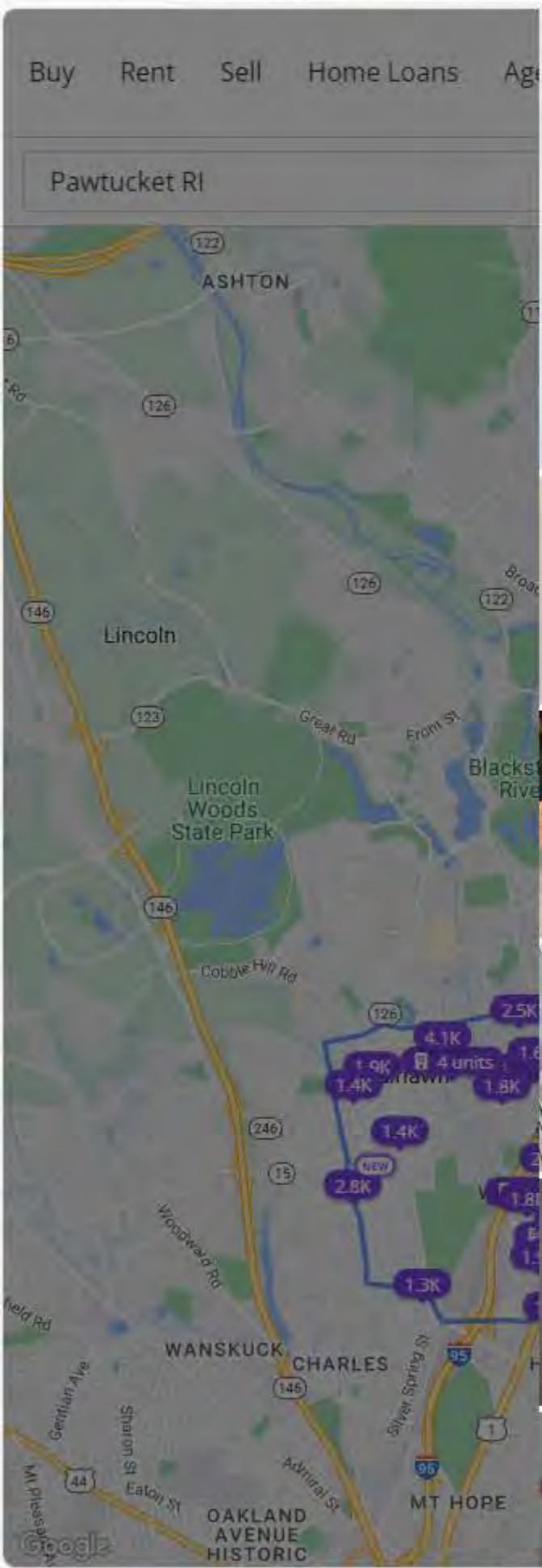
Certificate Issued
6/30/1940 11/22/3023

Clear Search

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Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT Q



Edit Save Share More

2 bd | 1 ba | 800 sqft
93 Tweed St APT 1, Pawtucket, RI 02861

Off market
Zestimate®: None ? Rent Zestimate®: \$1,599
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

8/16/2023 Listing removed --
Source: Zillow Rentals Report

7/23/2023 Price change \$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report

6/4/2023 Price change \$1,500 -9.1% \$2/sqft
Source: Zillow Rentals Report

5/31/2023 Price change \$1,650 -5.7% \$2/sqft
Source: Zillow Rentals Report

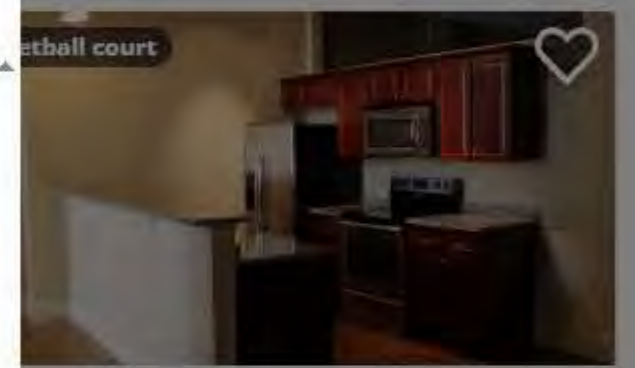
5/22/2023 Listed for rent \$1,750 \$2/sqft
Source: Zillow Rentals Report

5/22/2023 Listing removed --
Source: Zillow Rentals Report

5/13/2023 Listed for rent \$1,750 +25% \$2/sqft
Source: Zillow Rentals Report

Rentals Advertise Help Sign In

Sort: Default



95+ 1 bd
2+ 2 bds
Cotton Mill | 75 S Union St, Pawtucket, RI



00+ Studio
2+ 2 bds
Prospect | 325 Prospect St, Pawtucket, RI



EXHIBIT R



Property Certificates ⓘ

Certificate Type
All

Street Number
93

Street Name
Tweed

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

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Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
149702	Independent Clearance Inspection (Legacy HRC)	93 TWEED ST 1F PAWTUCKET RI 02860	9/19/2015	9/19/2017
201637	Lead Conformance-Interior/Exterior	93 TWEED ST 1F PAWTUCKET RI 02860	7/14/2023	7/14/2025
149701	Independent Clearance Inspection (Legacy HRC)	93 TWEED ST 1R PAWTUCKET RI 02860	9/19/2015	9/19/2017
201636	Lead Conformance-Interior/Exterior	93 TWEED ST 1R PAWTUCKET RI 02860	7/14/2023	7/14/2025
149703	Independent Clearance Inspection (Legacy HRC)	93 TWEED ST 2F PAWTUCKET RI 02860	9/19/2015	9/19/2017
201635	Lead Conformance-Interior/Exterior	93 TWEED ST 2F PAWTUCKET RI 02860	7/14/2023	7/14/2025
149704	Independent Clearance Inspection (Legacy HRC)	93 TWEED ST 2R PAWTUCKET RI 02860	9/19/2015	9/19/2017
201633	Lead Conformance-Interior/Exterior	93 TWEED ST 2R PAWTUCKET RI 02860	7/14/2023	7/14/2025

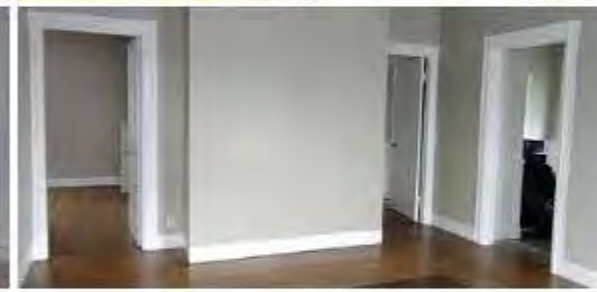
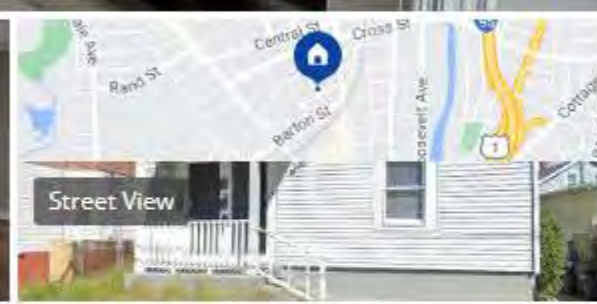
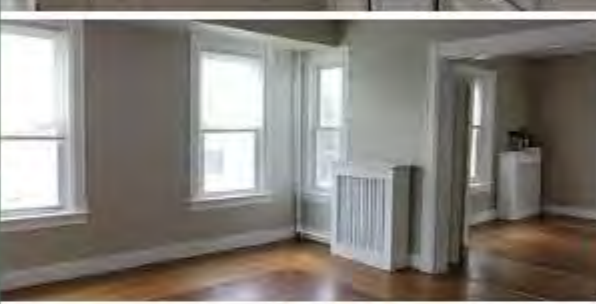
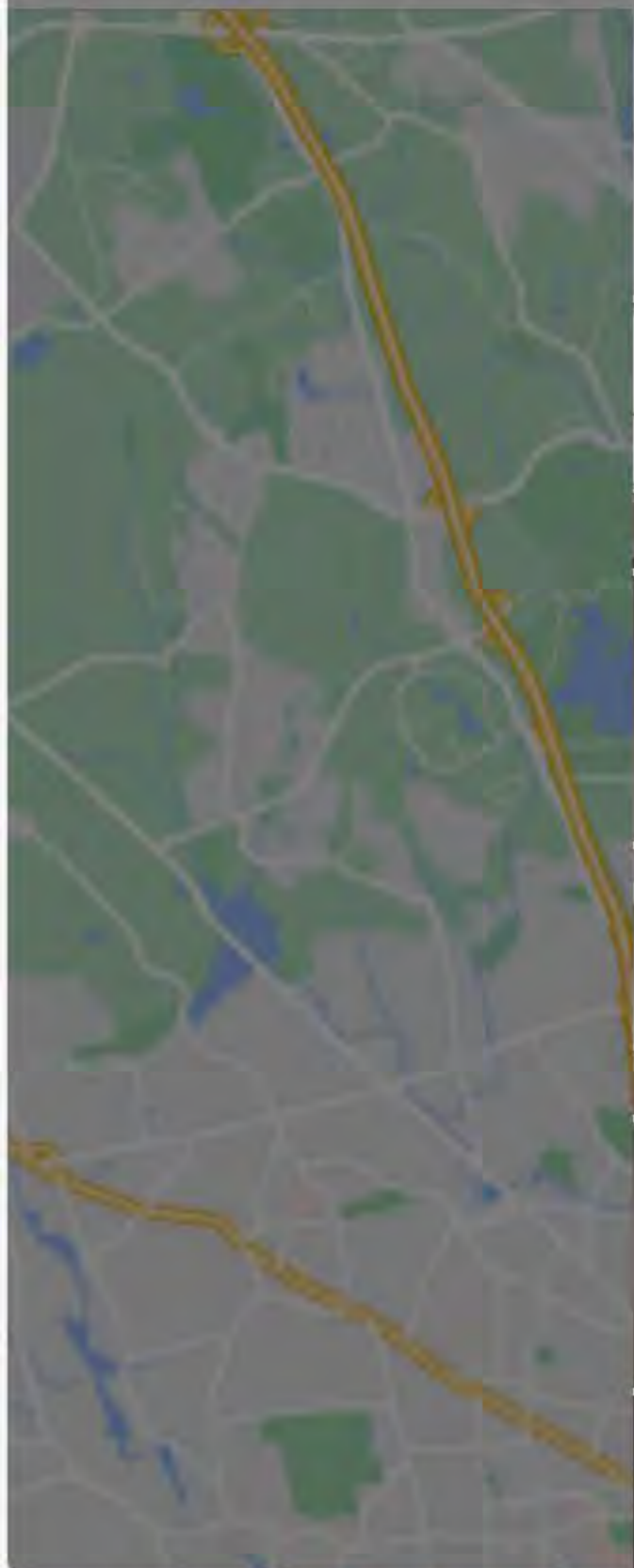
Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT S

Buy Rent Sell Home Loans Ag...



Central Falls RI



Edit Save Share More

Rentals Advertise Help Sign In

2 bd | 1 ba | 900 sqft
27 Hawes St #2, Pawtucket, RI 02860

Off market
Zestimate®: None Rent Zestimate®: \$1,500
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
2/20/2024	Listing removed	--
Source: Zillow Rentals Report		
12/26/2023	Price change	\$1,300 -7.1% \$1/sqft
Source: Zillow Rentals Report		
10/19/2023	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
9/29/2023	Price change	\$1,500 -9.1% \$2/sqft
Source: Zillow Rentals Report		
8/19/2023	Listed for rent	\$1,650 +26.9% \$2/sqft
Source: Zillow Rentals Report		
6/14/2018	Listing removed	\$1,300 \$1/sqft
Source: Owner Report		

Sort: Default



50/mo
1 ba | 700 sqft - Apartment for rent
onsdale Ave #3R, Central Falls, RI 02863



00/mo
1 ba | 650 sqft - Apartment for rent
ncoln Ave FLOOR 1, Central Falls, RI 02863



EXHIBIT T



Property Certificates ⓘ

Certificate Type
All

Street Number
27

Street Name
Hawes

City/Town
Pawtucket

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

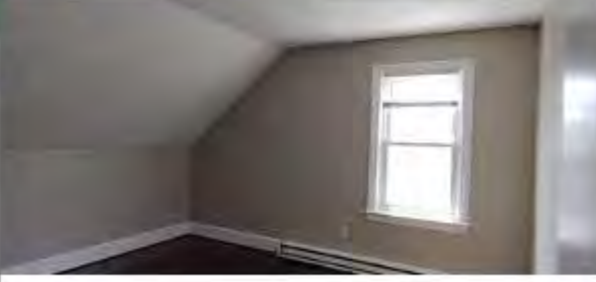
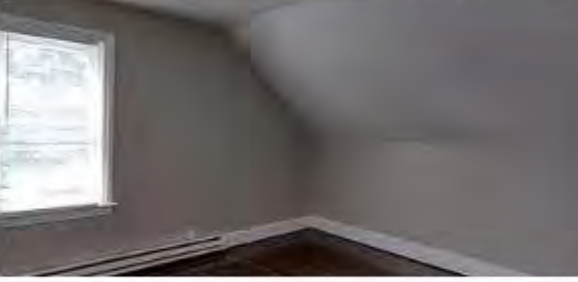
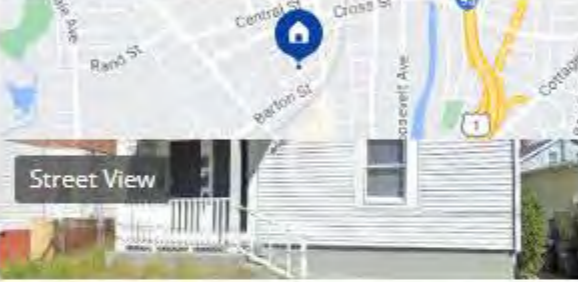
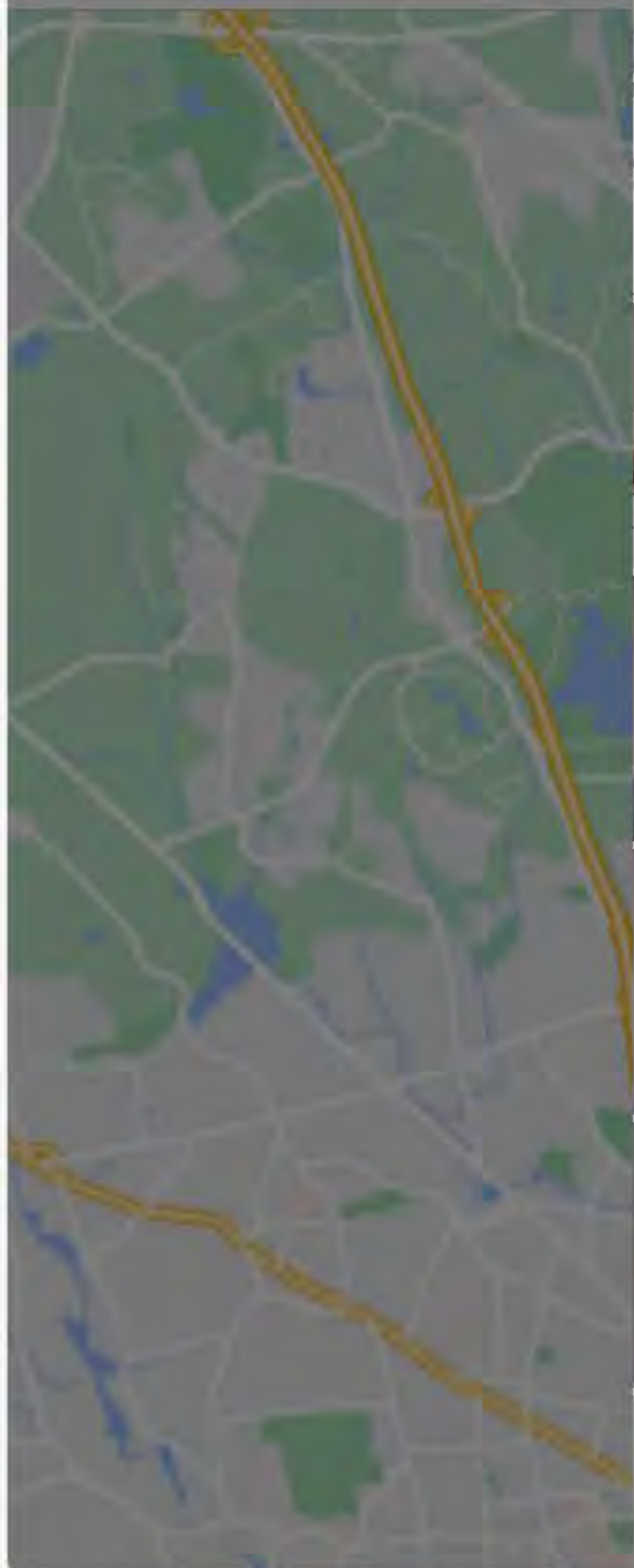
Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
153077	Interior Only Inspection (Legacy HRC)	27 HAWES ST 1 PAWTUCKET RI 02860	5/9/2016	See note below
202270	Lead Conformance-Interior/Exterior	27 HAWES ST 1 REAR PAWTUCKET RI 02860	8/1/2023	8/1/2025
202693	Lead Conformance-Interior/Exterior	27 HAWES ST 1ST FRONT PAWTUCKET RI 02860	8/21/2023	8/21/2025
155300	Independent Clearance Inspection (Legacy HRC)	27 HAWES ST 2 PAWTUCKET RI 02860	9/17/2016	9/17/2018
202694	Lead Conformance-Interior/Exterior	27 HAWES ST 2ND PAWTUCKET RI 02860	8/21/2023	8/21/2025
153078	Interior Only Inspection (Legacy HRC)	27 HAWES ST 3 PAWTUCKET RI 02860	5/9/2016	See note below
187184	Lead Conformance-Interior	27 HAWES ST 3RD PAWTUCKET RI 02860	1/31/2022	See note below
202271	Lead Conformance-Interior/Exterior	27 HAWES ST 3RD PAWTUCKET RI 02860	8/1/2023	8/1/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT U

Buy Rent Sell Home Loans Ag

Central Falls RI



Edit Save Share More

Rentals Advertise Help Sign In

3 bd | 1 ba | 1,200 sqft

27 Hawes St FLOOR 3, Pawtucket, RI 02860

Off market

Zestimate®: None Rent Zestimate®: \$1,729

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
7/25/2023	Listing removed	--
Source: Zillow Rentals Report		
7/8/2023	Price change	\$1,450 -3.3% \$1/sqft
Source: Zillow Rentals Report		
6/1/2023	Price change	\$1,500 -9.1% \$1/sqft
Source: Zillow Rentals Report		
5/17/2023	Listed for rent	\$1,650 +34.7% \$1/sqft
Source: Zillow Rentals Report		
8/1/2020	Listing removed	\$1,225 \$1/sqft
Source: Zillow Rental Manager Report		



50/mo | 1 ba | 700 sqft - Apartment for rent
onsdale Ave #3R, Central Falls, RI 02863

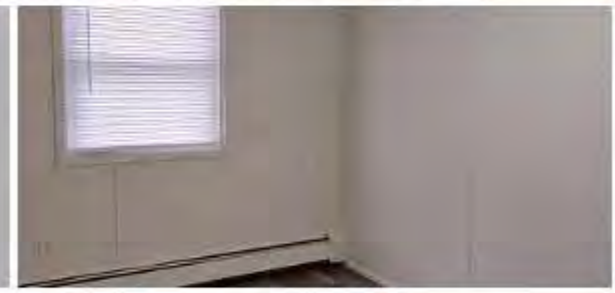
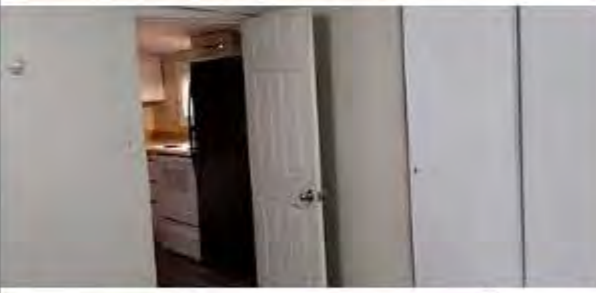
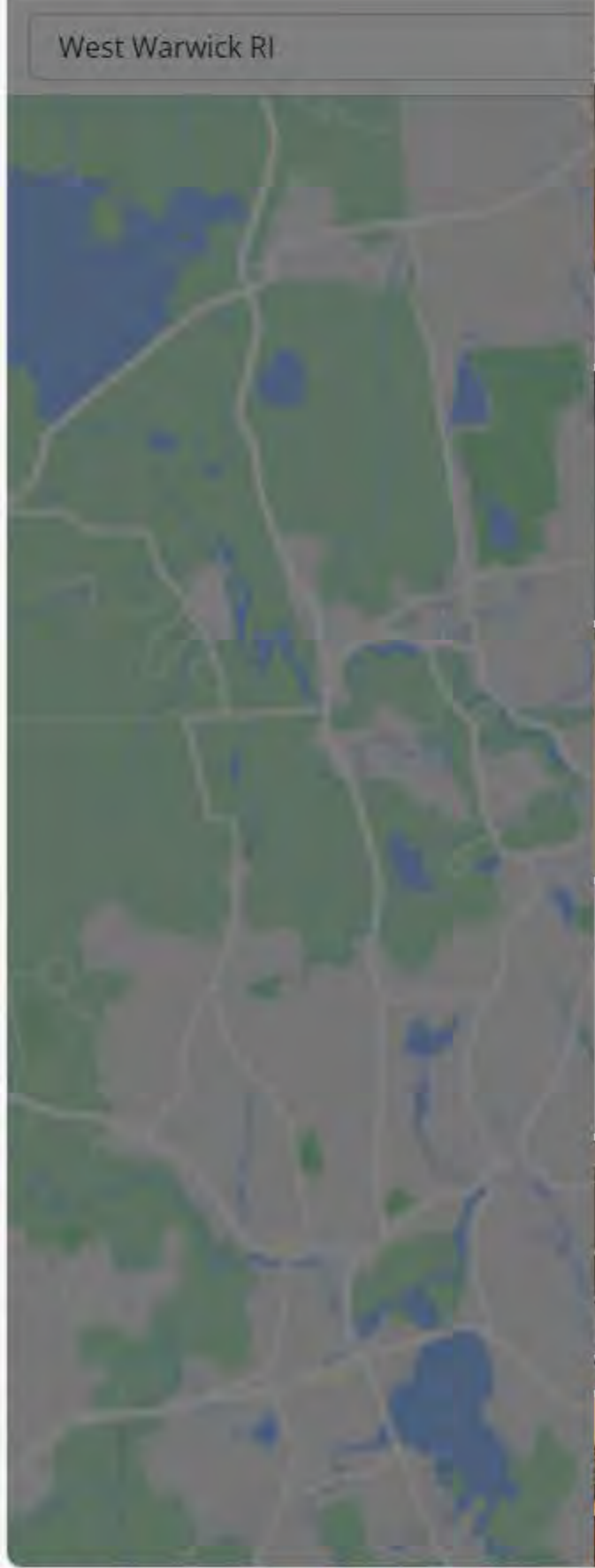


00/mo | 1 ba | 650 sqft - Apartment for rent
ncoln Ave FLOOR 1, Central Falls, RI 02863



EXHIBIT V

Buy Rent Sell Home Loans Ag...



Edit Save Share More

Rentals Advertise Help Sign In

1 bd | 1 ba | 500 sqft
67 Prospect Hill Ave #65C, West Warwick, RI 02893
Off market
Zestimate®: None ? Rent Zestimate®: \$1,332
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
8/16/2023	Listing removed	--
Source: Zillow Rentals Report		
7/19/2023	Listed for rent	\$1,150 \$2/sqft
Source: Zillow Rentals Report		
7/9/2023	Listing removed	--
Source: Zillow Rentals Report		
7/8/2023	Price change	\$1,150 -8% \$2/sqft
Source: Zillow Rentals Report		
6/23/2023	Price change	\$1,250 -10.7% \$3/sqft
Source: Zillow Rentals Report		
1/7/2023	Listed for rent	\$1,400 +16.7% \$3/sqft
Source: Zillow Rentals Report		
3/29/2022	Listing removed	--

Sort: Default

00/mo

1 ba | -- sqft - Townhouse for rent

nd St FLOOR 2, West Warwick, RI 02893

dry hook - ups

50/mo

1 ba | 1,100 sqft - Apartment for rent

stly St 1stflr Updated 2b/1b Ssappliances...

50/mo

1 ba | 1,100 sqft - Apartment for rent

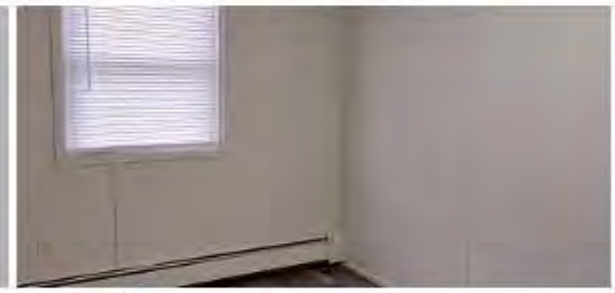
stly St 1stflr Updated 2b/1b Ssappliances...

50/mo

1 ba | 1,100 sqft - Apartment for rent

stly St 1stflr Updated 2b/1b Ssappliances...

Buy Rent Sell Home Loans Ag...
West Warwick RI



Edit Save Share More

1 bd | 1 ba | 500 sqft
67 Prospect Hill Ave #65C, West Warwick, RI 02893

Off market
Zestimate®: None ? Rent Zestimate®: \$1,332
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
8/16/2023	Listing removed	--
Source: Zillow Rentals Report		
7/19/2023	Listed for rent	\$1,150 \$2/sqft
Source: Zillow Rentals Report		
7/9/2023	Listing removed	--
Source: Zillow Rentals Report		
7/8/2023	Price change	\$1,150 -8% \$2/sqft
Source: Zillow Rentals Report		
6/23/2023	Price change	\$1,250 -10.7% \$3/sqft
Source: Zillow Rentals Report		
1/7/2023	Listed for rent	\$1,400 +16.7% \$3/sqft
Source: Zillow Rentals Report		

Rentals Advertise Help Sign In

Sort: Default

00/mo

1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893

50/mo

1 ba | 1,100 sqft - Apartment for rent
stly St 1stfir Updated 2b/1b Ssappliances...

urs ago

EXHIBIT W



Property Certificates ⓘ

Certificate Type
All

Street Number
67

Street Name
Prospect

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
108205	Independent Clearance Inspection (Legacy HRC)	67 PROSPECT HILL AVE WEST WARWICK RI 02893	7/28/2008	7/28/2010
201997	Lead Conformance-Interior/Exterior	67 PROSPECT HILL AVE WEST WARWICK RI 02893	7/24/2023	7/24/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT X



Edit Save Share More

1 bd | 1 ba | 600 sqft
72 Highland St #72E, West Warwick, RI 02893

Off market
Zestimate®: None | Rent Zestimate®: \$1,300

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
8/31/2023	Listing removed	--
Source: Zillow Rentals Report		
7/8/2023	Price change	\$1,000 -9.1% \$2/sqft
Source: Zillow Rentals Report		
7/6/2023	Price change	\$1,100 -8.3% \$2/sqft
Source: Zillow Rentals Report		
5/18/2023	Listed for rent	\$1,200 +37.1% \$2/sqft
Source: Zillow Rentals Report		
10/29/2020	Listing removed	\$875 \$1/sqft
Source: Owner Report		
9/28/2020	Price change	\$875 +2.9% \$1/sqft
Source: Owner Report		

Rentals Advertise Help Sign In

Sort: Default

00/mo

1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893

dry hook - ups

50/mo

1 ba | 1,100 sqft - Apartment for rent
stly St 1stflr Updated 2b/1b Ssappliances...

urs ago

EXHIBIT Y



Property Certificates ⓘ

Certificate Type
All

Street Number
72

Street Name
Highland

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

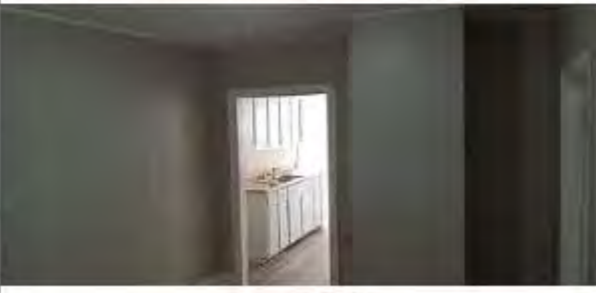
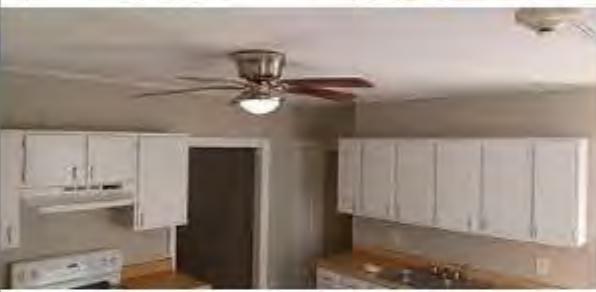
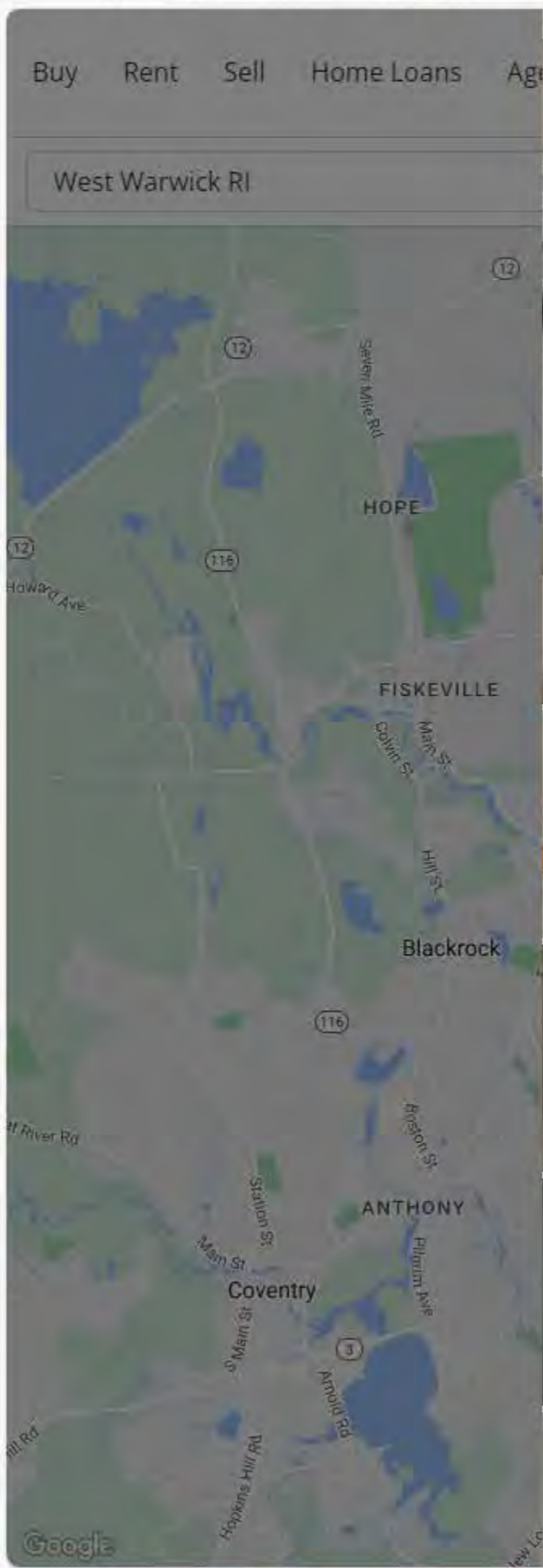
Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
202102	Lead Conformance-Interior/Exterior	72 HIGHLAND ST A WEST WARWICK RI 02893	8/4/2023	8/4/2025
202101	Lead Conformance-Interior/Exterior	72 HIGHLAND ST B WEST WARWICK RI 02893	8/4/2023	8/4/2025
202100	Lead Conformance-Interior/Exterior	72 HIGHLAND ST C WEST WARWICK RI 02893	8/4/2023	8/4/2025
202099	Lead Conformance-Interior/Exterior	72 HIGHLAND ST D WEST WARWICK RI 02893	8/4/2023	8/4/2025
202098	Lead Conformance-Interior/Exterior	72 HIGHLAND ST E WEST WARWICK RI 02893	8/4/2023	8/4/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT Z,

EXHIBIT AA



Edit Save Share More

Rentals Advertise Help Sign In

1 bd | 1 ba | 700 sqft
5 Bowen Ct #1L, West Warwick, RI 02893

Off market
Zestimate®: None ? Rent Zestimate®: \$1,495
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
7/15/2023	Listing removed	--
Source: Zillow Rentals Report		
7/8/2023	Price change	\$1,150 -4.2% \$2/sqft
Source: Zillow Rentals Report		
6/4/2023	Price change	\$1,200 -7.7% \$2/sqft
Source: Zillow Rentals Report		
5/13/2023	Listed for rent	\$1,300 \$2/sqft
Source: Zillow Rentals Report		

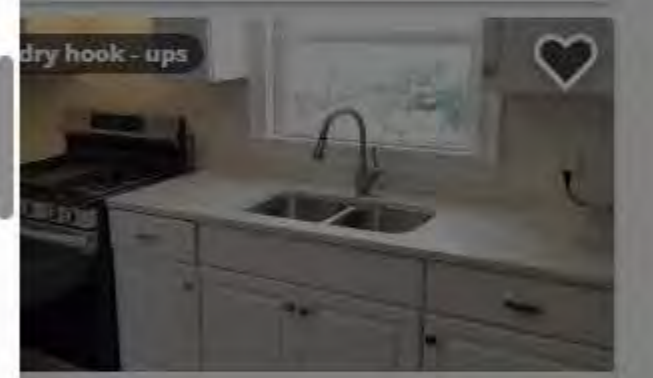
Public tax history

Tax history is unavailable.

Sort: Default



00/mo
1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893



50/mo
1 ba | 1,100 sqft - Apartment for rent
stly St 1stflr Updated 2b/1b Ssappliances...



EXHIBIT AB



Property Certificates ⓘ

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date

Certificate Type

All

Street Number

5

Street Name

Bowen

City/Town

West Warwick

Certificate Issued

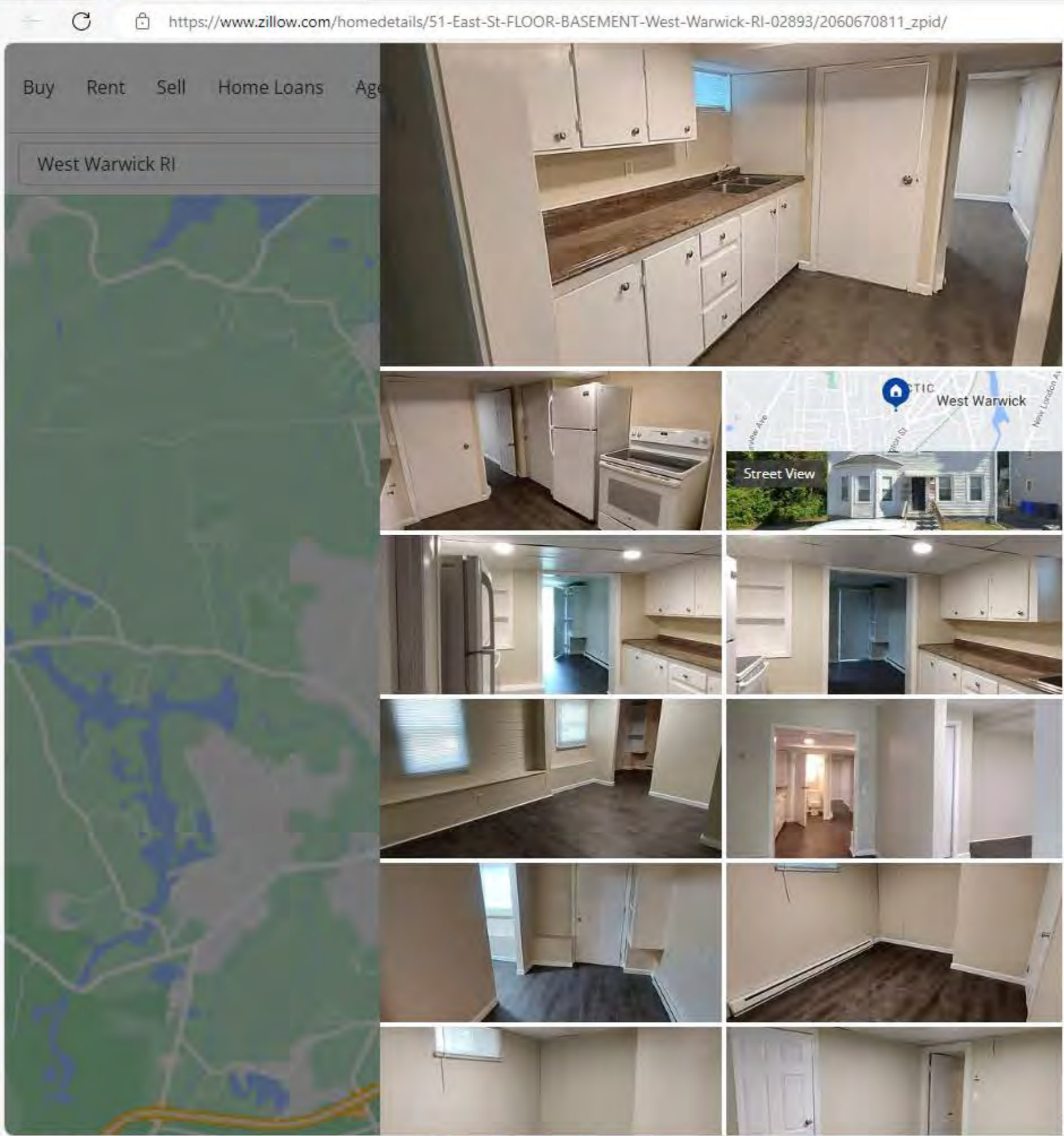
6/30/1940 11/22/3023

Clear Search

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Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AC



1 bd | 1 ba | 700 sqft

51 East St FLOOR BASEMENT, West Warwick, RI 02893

Off market

Zestimate®: None Rent Zestimate®: \$1,374

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
6/22/2023	Listing removed	--
Source: Zillow Rentals Report		
5/9/2023	Listed for rent	\$1,000 \$1/sqft
Source: Zillow Rentals Report		
2/13/2023	Listing removed	--
Source: Zillow Rentals Report		
11/19/2022	Listed for rent	\$1,000 \$1/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: 02893

Walk Score® 67 / 100 (Somewhat Walkable)

Sort: Default

00/mo

1 ba | -- sqft - Townhouse for rent

nd St FLOOR 2, West Warwick, RI 02893

dry hook - ups

50/mo

1 ba | 1,100 sqft - Apartment for rent

stly St 1stfir Updated 2b/1b Ssappliances...

urs ago

EXHIBIT AD



Property Certificates ⓘ

Certificate Type
All

Street Number
51

Street Name
East

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

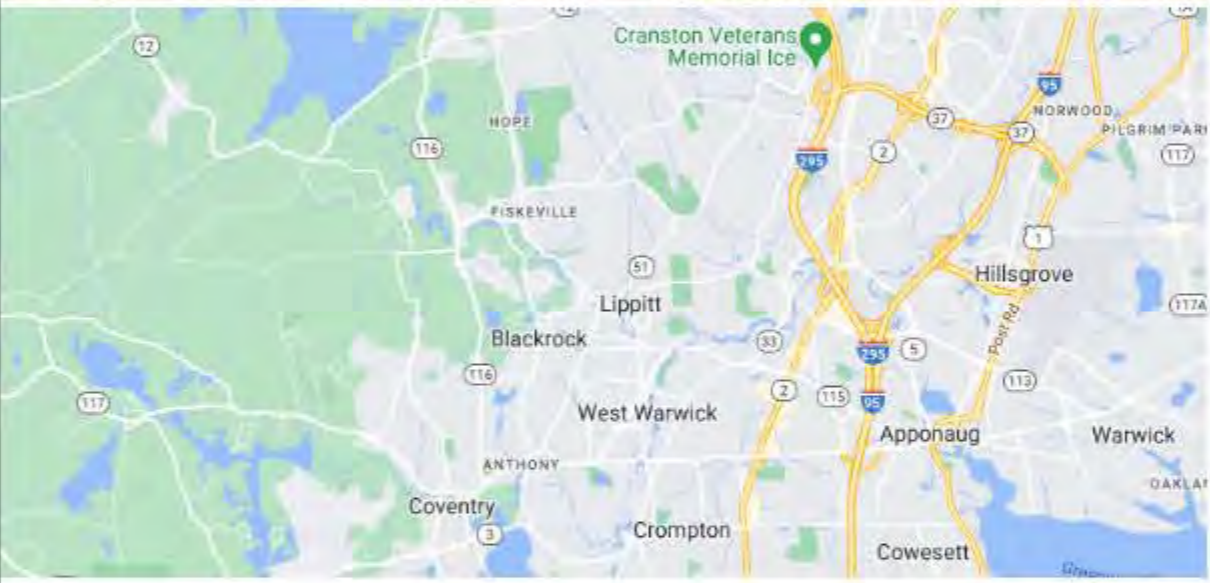
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
141161	Interior Only Inspection (Legacy HRC)	51 EAST ST 1 WEST WARWICK RI 02893	2/20/2014	See note below
145330	Independent Clearance Inspection (Legacy HRC)	51 EAST ST 1 WEST WARWICK RI 02893	11/4/2014	11/4/2016
201996	Lead Conformance-Interior/Exterior	51 EAST ST 1ST WEST WARWICK RI 02893	7/24/2023	7/24/2025
141100	Interior Only Inspection (Legacy HRC)	51 EAST ST 2 WEST WARWICK RI 02893	2/13/2014	See note below
145331	Independent Clearance Inspection (Legacy HRC)	51 EAST ST 2 WEST WARWICK RI 02893	11/4/2014	11/4/2016
201995	Lead Conformance-Interior/Exterior	51 EAST ST 2ND WEST WARWICK RI 02893	7/24/2023	7/24/2025
145332	Independent Clearance Inspection (Legacy HRC)	51 EAST ST 3 WEST WARWICK RI 02893	11/4/2014	11/4/2016
141099	Interior Only Inspection (Legacy HRC)	51 EAST ST B WEST WARWICK RI 02893	2/13/2014	See note below
202147	Lead Conformance-Interior/Exterior	51 EAST ST BASEMENT WEST WARWICK RI 02893	7/24/2023	7/24/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AE



-- bd | -- ba | -- sqft
30-32 Parker St #1L, West Warwick, RI 02893
● Off market
Zestimate®: None ? | Rent Zestimate®: \$1,300
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
1/20/2024	Listing removed	--
Source: Zillow Rentals Report		
12/22/2023	Listed for rent	\$1,400
Source: Zillow Rentals Report		

Public tax history

Tax history is unavailable.

Neighborhood: 02893

- Walk Score®**
60 / 100 (Somewhat Walkable)
- Bike Score®**
17 / 100 (Somewhat Bikeable)

Nearby homes

Rentals Advertise Help Sign In

Sort: Default

00/mo
1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893

dry hook - ups

50/mo
1 ba | 1,100 sqft - Apartment for rent
stly St 1stflr Updated 2b/1b Ssappliances...

urs ago

EXHIBIT AF



Property Certificates ⓘ

Certificate Type
All

Street Number
30

Street Name
Parker

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

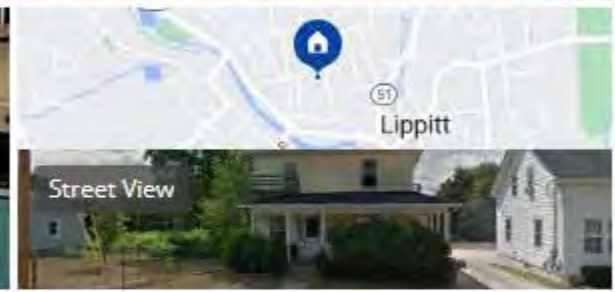
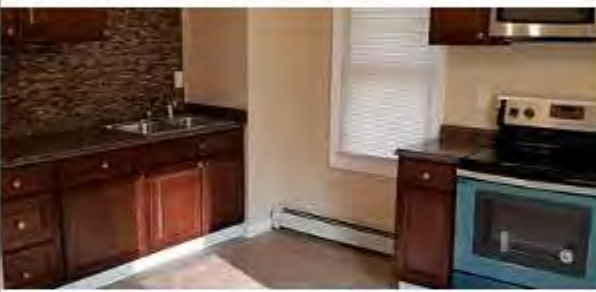
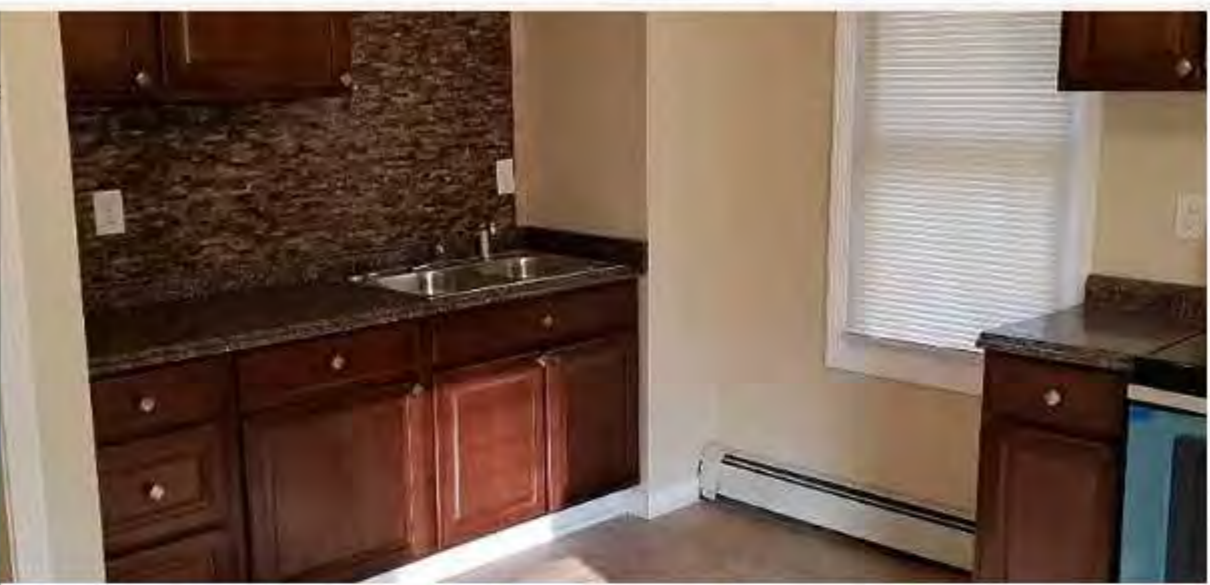
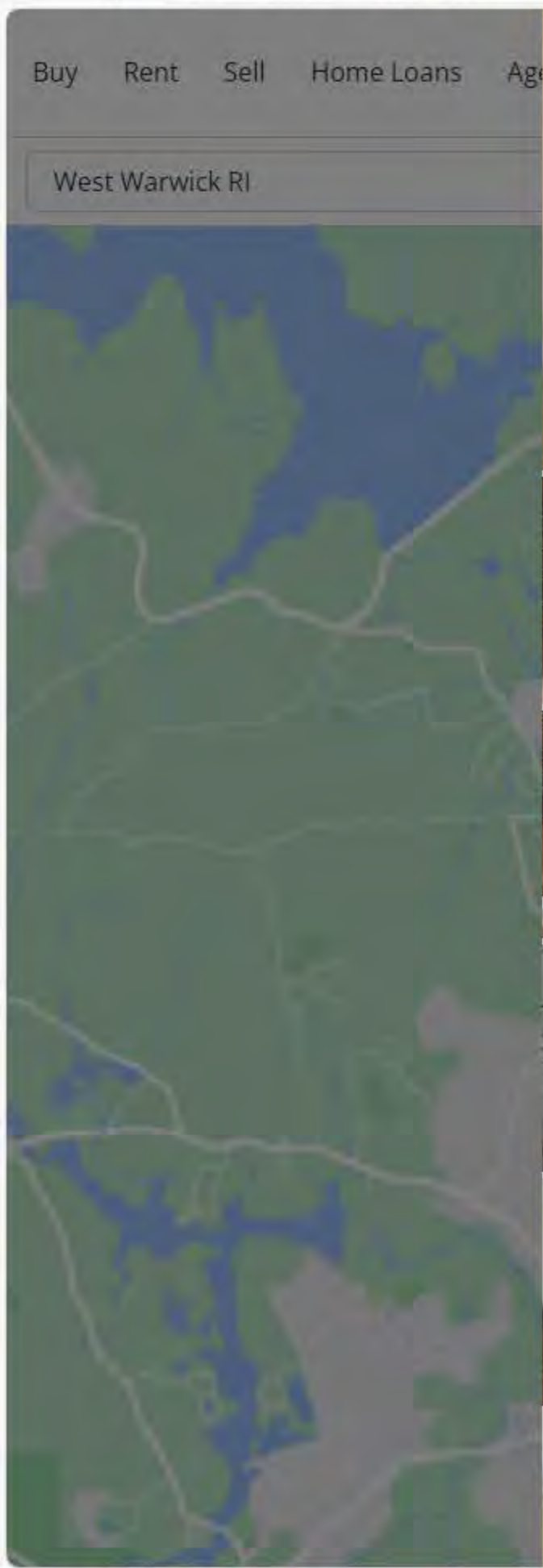
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
207474	Lead Conformance-Interior/Exterior	30 PARKER ST 1L WEST WARWICK RI 02893	1/23/2024	1/23/2026
202004	Lead Conformance-Interior/Exterior	30 PARKER ST 1R WEST WARWICK RI 02893	7/24/2023	7/24/2025
202003	Lead Conformance-Interior/Exterior	30 PARKER ST 2ND WEST WARWICK RI 02893	7/24/2023	7/24/2025
145566	Independent Clearance Inspection (Legacy HRC)	30 PARKER ST 30A WEST WARWICK RI 02893	11/15/2014	11/15/2016
145567	Independent Clearance Inspection (Legacy HRC)	30 PARKER ST 30B WEST WARWICK RI 02893	11/15/2014	11/15/2016

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AG



Edit Save Share More

2 bd | 1 ba | 1,000 sqft
26 Parker St #2L, West Warwick, RI 02893
Off market
Zestimate®: \$284,300 | Rent Zestimate®: \$1,500
Est. refi payment: \$1,882/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
7/3/2023	Listing removed	--
Source: Zillow Rentals Report		
6/9/2023	Listed for rent	\$1,650 +10% \$2/sqft
Source: Zillow Rentals Report		
2/15/2022	Listing removed	--
Source: Zillow Rental Manager Report		
1/3/2022	Listed for rent	\$1,500 +20% \$2/sqft
Source: Zillow Rental Manager Report		
12/19/2020	Listing removed	\$1,250 \$1/sqft
Source: Owner Report		
11/21/2020	Price change	\$1,250 -3.8% \$1/sqft
Source: Owner Report		

Rentals Advertise Help Sign In

Sort: Default

00/mo

1 ba | -- sqft - Townhouse for rent

nd St FLOOR 2, West Warwick, RI 02893

50/mo

1 ba | 1,100 sqft - Apartment for rent

stly St 1stflr Updated 2b/1b Ssappliances...

urs ago

EXHIBIT AH



Property Certificates ⓘ

Certificate Type
All

Street Number
26

Street Name
Parker

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
149698	Independent Clearance Inspection (Legacy HRC)	26 PARKER ST 1 WEST WARWICK RI 02893	9/19/2015	9/19/2017
202002	Lead Conformance-Interior/Exterior	26 PARKER ST 1ST WEST WARWICK RI 02893	7/24/2023	7/24/2025
149699	Independent Clearance Inspection (Legacy HRC)	26 PARKER ST 2A WEST WARWICK RI 02893	9/19/2015	9/19/2017
149700	Independent Clearance Inspection (Legacy HRC)	26 PARKER ST 2B WEST WARWICK RI 02893	9/19/2015	9/19/2017
202001	Lead Conformance-Interior/Exterior	26 PARKER ST 2L WEST WARWICK RI 02893	7/24/2023	7/24/2025
202000	Lead Conformance-Interior/Exterior	26 PARKER ST 2R WEST WARWICK RI 02893	7/24/2023	7/24/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AI



Edit Save Share More

3 bd | 1 ba | 1,500 sqft
600 Providence St #1STFL, West Warwick, RI 02893
Off market
Zestimate®: None ? | Rent Zestimate®: \$2,298
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
8/5/2023	Listing removed	--
7/9/2023	Listed for rent	\$1,500 \$1/sqft

Source: Zillow Rentals Report

Public tax history

Tax history is unavailable.

Neighborhood: 02893

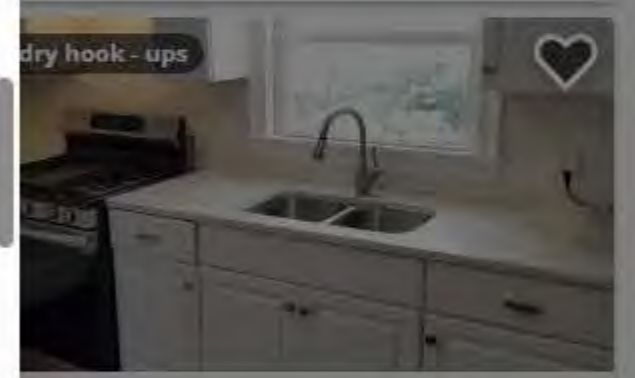
Walk Score®
43 / 100 (Car-Dependent)

Bike Score®
48 / 100 (Somewhat Bikeable)

Sort: Default



00/mo
1 ba | -- sqft - Townhouse for rent
nd St FLOOR 2, West Warwick, RI 02893



50/mo
1 ba | 1,100 sqft - Apartment for rent
stly St 1stflr Updated 2b/1b Ssappliances...



EXHIBIT AJ



Property Certificates ⓘ

Certificate Type
All

Street Number
600

Street Name
Providence

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

Clear Search

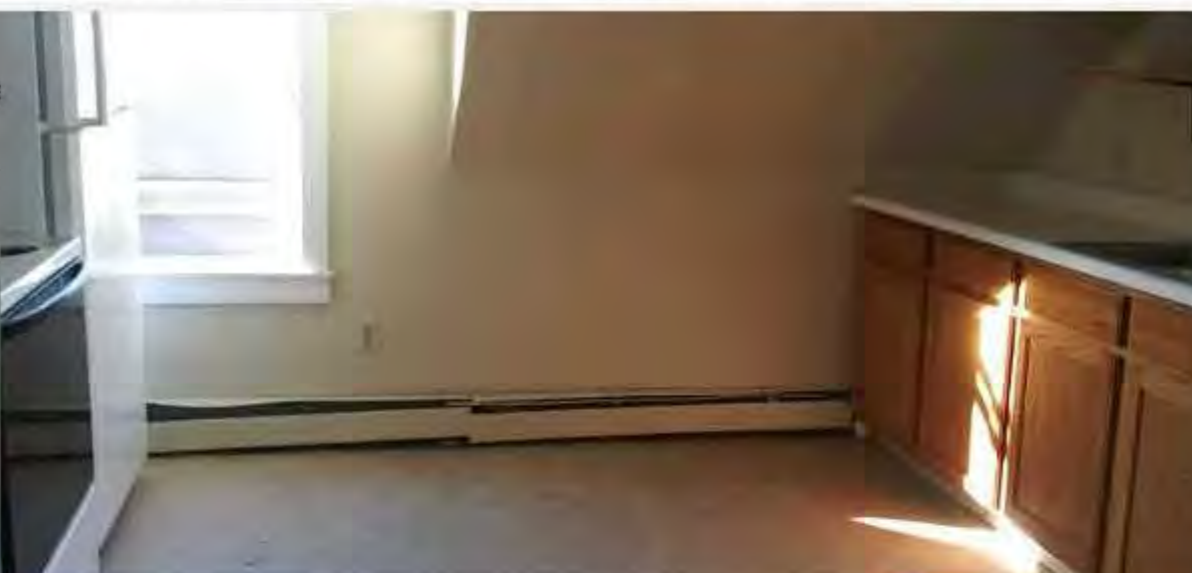
Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
145344	Independent Clearance Inspection (Legacy HRC)	600 PROVIDENCE ST 1 WEST WARWICK RI 02893	11/4/2014	11/4/2016
207847	Lead Conformance-Interior/Exterior	600 PROVIDENCE ST 1ST WEST WARWICK RI 02893	1/6/2024	1/6/2026
145345	Independent Clearance Inspection (Legacy HRC)	600 PROVIDENCE ST 2 WEST WARWICK RI 02893	11/4/2014	11/4/2016
199168	Lead Conformance-Interior/Exterior	600 PROVIDENCE ST 2 WEST WARWICK RI 02893	5/1/2023	5/1/2025
202331	Lead Conformance-Interior/Exterior	600 PROVIDENCE ST 2ND WEST WARWICK RI 02893	8/14/2023	8/14/2025
145346	Independent Clearance Inspection (Legacy HRC)	600 PROVIDENCE ST 3 WEST WARWICK RI 02893	11/4/2014	11/4/2016
199169	Lead Conformance-Interior/Exterior	600 PROVIDENCE ST 3 WEST WARWICK RI 02893	5/1/2023	5/1/2025

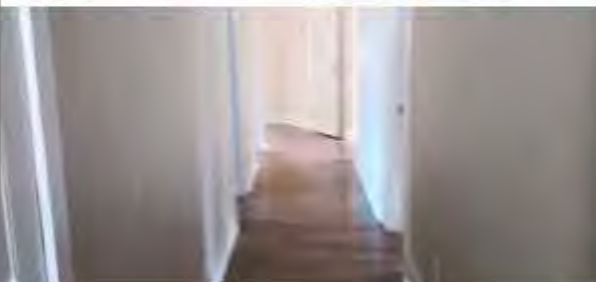
Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AK

Buy Rent Sell Home Loans Ag



West Warwick RI



Edit Save Share More

4 bd | 2 ba | 1,500 sqft

148 Brookside Ave #3, West Warwick, RI 02893

Off market

Zestimate®: None ? Rent Zestimate®: \$2,585

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

2/20/2024 Listing removed --

Source: Zillow Rentals Report

1/17/2024 Listed for rent \$1,850 \$1/sqft

Source: Zillow Rentals Report

12/12/2023 Listing removed --

Source: Zillow Rentals Report

12/5/2023 Price change \$1,850 -7.5% \$1/sqft

Source: Zillow Rentals Report

11/23/2023 Listed for rent \$2,000 +53.8% \$1/sqft

Source: Zillow Rentals Report

8/14/2019 Listing removed \$1,300 \$1/sqft

Source: Owner Report

7/25/2019 Price change \$1,300 -7.1% \$1/sqft

Rentals Advertise Help Sign In

Sale

Sort: Homes for You



9,000 4 ba | 2,750 sqft - Multi-family home for... Harris Ave, West Warwick, RI 02893



9,900 2 ba | 1,864 sqft - Multi-family home for... Eldon St, West Warwick, RI 02893



EXHIBIT AL



Property Certificates ⓘ

Certificate Type
All

Street Number
148

Street Name
Brookside

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

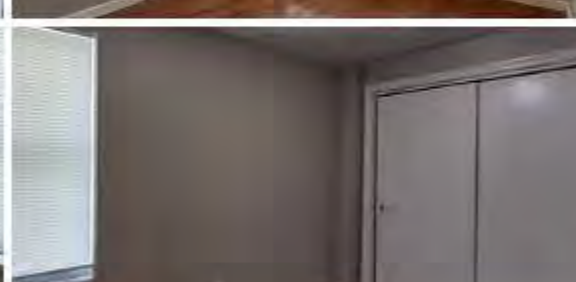
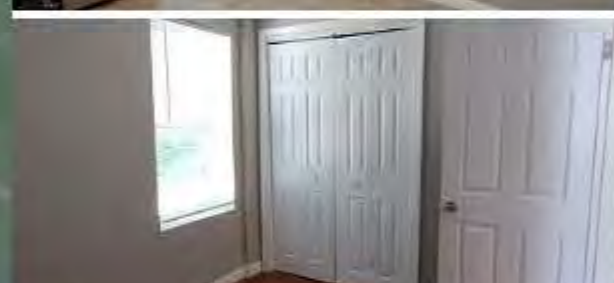
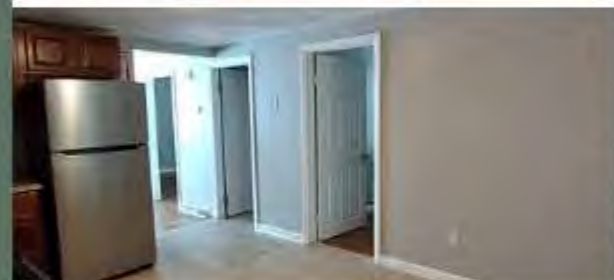
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
154153	Independent Clearance Inspection (Legacy HRC)	148 BROOKSIDE AVE 1 WEST WARWICK RI 02893	6/2/2016	6/2/2018
154152	Independent Clearance Inspection (Legacy HRC)	148 BROOKSIDE AVE 1 WEST WARWICK RI 02893	6/3/2016	6/3/2018
206120	Lead Conformance-Interior/Exterior	148 BROOKSIDE AVE 1ST WEST WARWICK RI 02893	12/4/2023	12/4/2025
140124	Independent Clearance Inspection (Legacy HRC)	148 BROOKSIDE AVE 2 WEST WARWICK RI 02893	12/21/2013	12/21/2015
206121	Lead Conformance-Interior/Exterior	148 BROOKSIDE AVE 2ND WEST WARWICK RI 02893	12/4/2023	12/4/2025
94085	Independent Clearance Inspection (Legacy HRC)	148 BROOKSIDE AVE 3 WEST WARWICK RI 02893	4/27/2006	4/27/2008
140074	Independent Clearance Inspection (Legacy HRC)	148 BROOKSIDE AVE 3 WEST WARWICK RI 02893	12/21/2013	12/21/2015
206122	Lead Conformance-Interior/Exterior	148 BROOKSIDE AVE 3RD WEST WARWICK RI 02893	12/4/2023	12/4/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AM



2 bd | 1 ba | 800 sqft
11 Anthony St #1, Coventry, RI 02816
● Off market
Zestimate®: None ? | Rent Zestimate®: \$1,435
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
7/3/2023	Listing removed	--
Source: Zillow Rentals Report		
6/4/2023	Price change	\$1,200 -7.7% \$2/sqft
Source: Zillow Rentals Report		
6/1/2023	Price change	\$1,300 -3.7% \$2/sqft
Source: Zillow Rentals Report		
5/25/2023	Price change	\$1,350 -3.6% \$2/sqft
Source: Zillow Rentals Report		
5/18/2023	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rentals Report		

Sort: Default



60+ Studio
0+ 1 bd | \$1,785+ 2 bds
at Anthony Mill | 624 Washington St...



Hardwood flooring
\$50/mo
1 ba | 750 sqft - Apartment for rent
Henry Ct 1stflr 1b/1b Hwincluded...

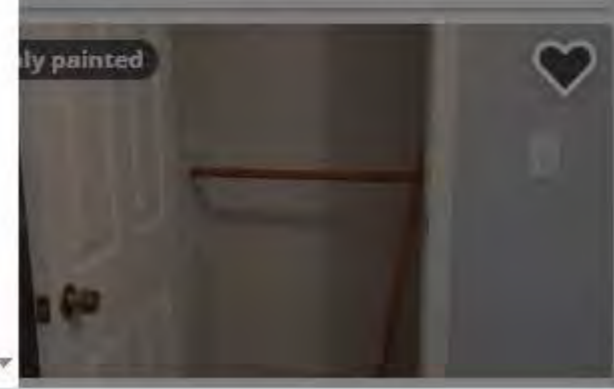


EXHIBIT AN



Property Certificates ⓘ

Certificate Type
All

Street Number
11

Street Name
Anthony

City/Town
Coventry

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
157095	Independent Clearance Inspection (Legacy HRC)	11 ANTHONY ST 1 COVENTRY RI 02816	12/10/2016	12/10/2018
154243	Independent Clearance Inspection (Legacy HRC)	11 ANTHONY ST 11 COVENTRY RI 02816	6/2/2016	6/2/2018
154155	Independent Clearance Inspection (Legacy HRC)	11 ANTHONY ST 11A COVENTRY RI 05816	6/3/2016	6/3/2018
201684	Lead Conformance-Interior/Exterior	11 ANTHONY ST 1ST COVENTRY RI 02816	7/13/2023	7/13/2025
157096	Independent Clearance Inspection (Legacy HRC)	11 ANTHONY ST 2 COVENTRY RI 02816	12/10/2016	12/10/2018
201683	Lead Conformance-Interior/Exterior	11 ANTHONY ST 2ND COVENTRY RI 02816	7/13/2023	7/13/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AO



Edit Save Share More

2 bd | 1 ba | 800 sqft
11 Anthony St FLOOR 2, Coventry, RI 02816

Off market
Zestimate®: None ? Rent Zestimate®: \$1,435
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
6/20/2023	Listing removed	--
Source: Zillow Rentals Report		
6/4/2023	Price change	\$1,200 -7.7% \$2/sqft
Source: Zillow Rentals Report		
4/19/2023	Price change	\$1,300 -7.1% \$2/sqft
Source: Zillow Rentals Report		
4/8/2023	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
1/14/2023	Listed for rent	\$1,500 \$2/sqft
Source: Zillow Rentals Report		

Sort: Default



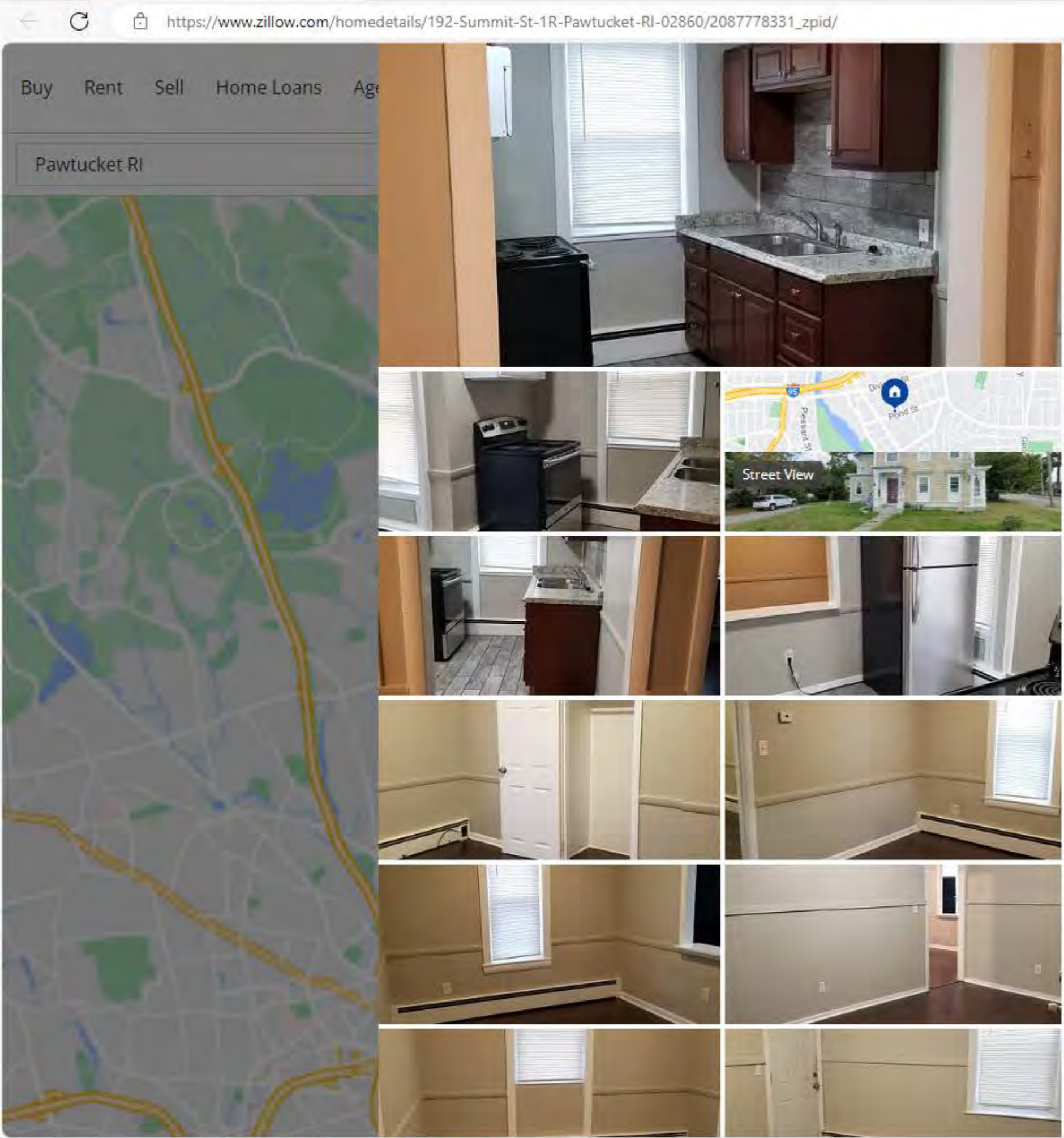
60+ Studio
0+ 1 bd | \$1,785+ 2 bds
at Anthony Mill | 624 Washington St...



50/mo
1 ba | 750 sqft - Apartment for rent.
Henry Ct 1stflr 1b/1b Hwincluded...



EXHIBIT AP



[Edit](#) [Save](#) [Share](#) [More](#)

2 bd | 1 ba | 900 sqft
192 Summit St #1R, Pawtucket, RI 02860

Off market
Zestimate®: None ? | Rent Zestimate®: **\$1,514**
Est. refi payment: \$ -- [Refinance your loan](#)

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#)

Price and tax history

Price history

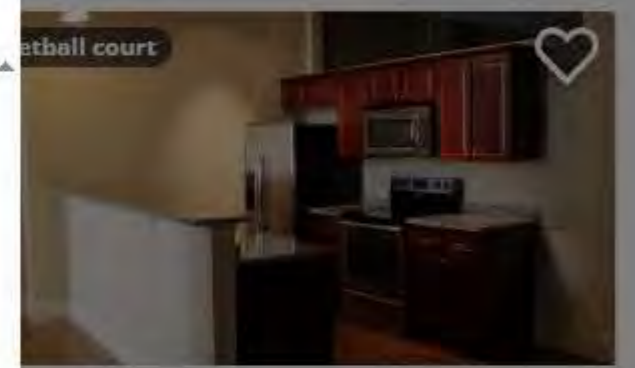
Date	Event	Price
1/24/2023	Listing removed	--
Source: Zillow Rentals Report		
1/6/2023	Listed for rent	\$1,400 +40% \$2/sqft
Source: Zillow Rentals Report		
9/30/2018	Listing removed	\$1,000 \$1/sqft
Source: Lopes General Contractor Report		
9/17/2018	Listed for rent	\$1,000 \$1/sqft
Source: Lopes General Contractor Report		

Public tax history

Tax history is unavailable.

[Rentals](#) [Advertise](#) [Help](#) [Sign In](#)

Sort: Default



95+ 1 bd
0+ 2 bds
Cotton Mill | 75 S Union St, Pawtucket, RI



00+ Studio
0+ 2 bds
Prospect | 325 Prospect St, Pawtucket, RI



EXHIBIT AQ



Property Certificates ⓘ

Certificate Type
All

Street Number
192

Street Name
Summit

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
133910	Independent Clearance Inspection (Legacy HRC)	192 SUMMIT ST 1 PAWTUCKET RI 02860	1/31/2013	1/31/2015
166482	Independent Clearance Inspection (Legacy HRC)	192 SUMMIT ST 1L PAWTUCKET RI 02860	10/21/2018	10/21/2020
201638	Lead Conformance-Interior/Exterior	192 SUMMIT ST 1L PAWTUCKET RI 02860	7/14/2023	7/14/2025
166481	Independent Clearance Inspection (Legacy HRC)	192 SUMMIT ST 1R PAWTUCKET RI 02860	10/21/2018	10/21/2020
203380	Lead Conformance-Interior/Exterior	192 SUMMIT ST 1R PAWTUCKET RI 02860	7/14/2023	7/14/2025
166483	Independent Clearance Inspection (Legacy HRC)	192 SUMMIT ST 2L PAWTUCKET RI 02860	10/21/2018	10/21/2020
202401	Lead Conformance-Interior/Exterior	192 SUMMIT ST 2ND PAWTUCKET RI 02860	8/14/2023	8/14/2025
202402	Lead Conformance-Interior/Exterior	192 SUMMIT ST 3RD PAWTUCKET RI 02860	8/14/2023	8/14/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AR

Buy Rent Sell Home Loans

North Smithfield RI



Zillow Save Share Hide More

\$1,400/mo 2 bd | 1 ba | 1,200 sqft

8 Mill St, # 2, North Smithfield, RI 02896

Apartment for rent

Request a tour Apply now

Overview Facts and features Price History Nearby school

11/26/2023 Listed for rent \$1,700 +30.0% \$1/sqft

Source: Zillow Rentals Report

11/17/2022 Listing removed --

Source: Zillow Rental Manager Report

11/4/2022 Price change \$1,300 -7.1% \$1/sqft

Source: Zillow Rental Manager Report

11/1/2022 Price change \$1,400 -6.7% \$1/sqft

Source: Zillow Rental Manager Report

9/15/2022 Price change \$1,500 -9.1% \$1/sqft

Source: Zillow Rental Manager Report

8/19/2022 Listed for rent \$1,650 +22.2% \$1/sqft

Source: Zillow Rental Manager Report

4/11/2022 Listing removed --

Source: Zillow Rental Manager Report

5/7/2021 Listing removed --

Source: Zillow Rental Manager Report

Advertise Help Sign In

Sort: Homes for You

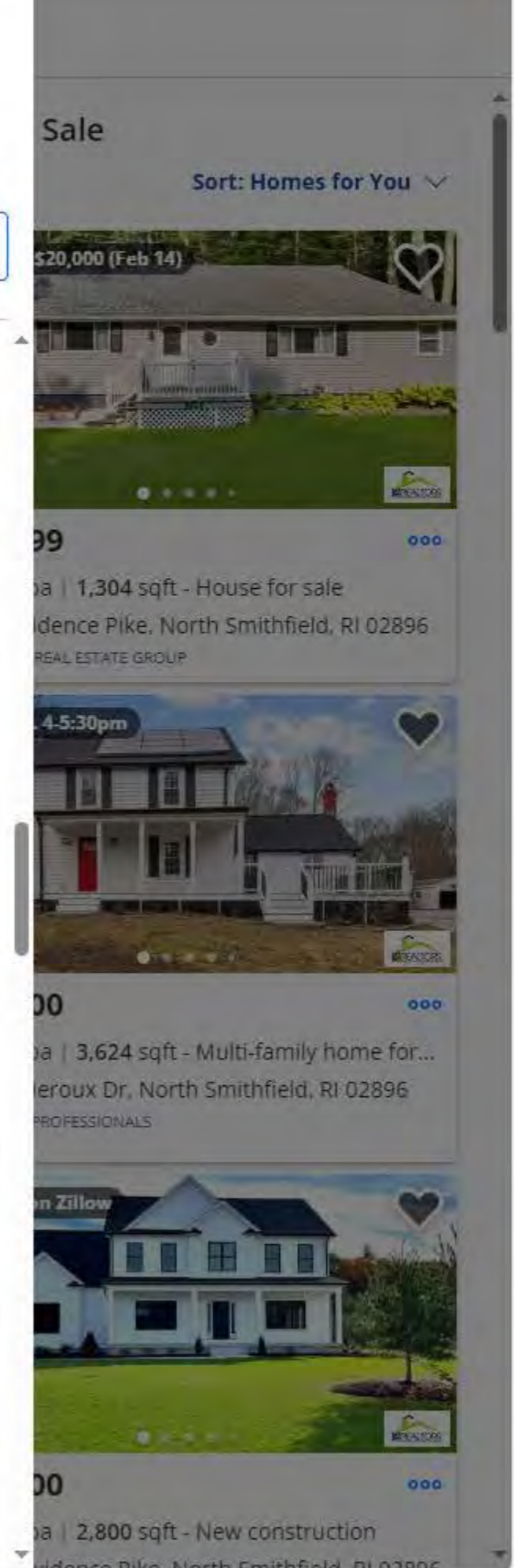


EXHIBIT AS



Property Certificates ⓘ

Certificate Type
All

Street Number
8

Street Name
Mill

City/Town
North Smithfield

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
166625	Independent Clearance Inspection (Legacy HRC)	8 MILL ST 1 NORTH SMITHFIELD RI 02896	11/3/2018	11/3/2020
202140	Lead Conformance-Interior/Exterior	8 MILL ST 1ST NORTH SMITHFIELD RI 02896	7/28/2023	7/28/2025
202141	Lead Conformance-Interior/Exterior	8 MILL ST 2ND NORTH SMITHFIELD RI 02896	7/28/2023	7/28/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AT

Buy Rent Sell Home Loans Age

West Warwick RI



Edit Save Share More

2 bd | 1 ba | 800 sqft

51 East St #2, West Warwick, RI 02893

Off market

Zestimate®: None Rent Zestimate®: \$1,395

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price history

Date	Event	Price
6/23/2022	Listing removed	--
Source: Zillow Rental Manager Report		
5/27/2022	Listed for rent	\$1,400 +60% \$2/sqft
Source: Zillow Rental Manager Report		
8/6/2019	Listing removed	\$875 \$1/sqft
Source: Owner Report		
7/22/2019	Listed for rent	\$875 +9.4% \$1/sqft
Source: Owner Report		
10/13/2014	Listing removed	\$800 \$1/sqft
Source: Owner Report		

Show more

Rentals Advertise Help Sign In

Sort: Default



00/mo | 1 ba | -- sqft - Townhouse for rent



50/mo | 1 ba | 1,100 sqft - Apartment for rent



EXHIBIT AU

Buy Rent Sell Home Loans Agents

Pawtucket RI



Edit Save Share More

2 bd | 1 ba | 900 sqft
16 Sisson St FLOOR 2, Pawtucket, RI 02860

Off market
Zestimate®: None ? Rent Zestimate®: \$1,599

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price history

Date	Event	Price
10/24/2023	Listing removed	--
Source: Zillow Rentals Report		
9/6/2023	Listed for rent	\$1,600 +6.7% \$2/sqft
Source: Zillow Rentals Report		
12/23/2022	Listing removed	--
Source: Zillow Rentals Report		
11/9/2022	Price change	\$1,500 -6.3% \$2/sqft
Source: Zillow Rental Manager Report		
9/25/2022	Listed for rent	\$1,600 \$2/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Rentals Advertise Help Sign In

Sort: Default



95+ 1 bd
0+ 2 bds
Cotton Mill | 75 S Union St, Pawtucket, RI



00+ Studio
0+ 2 bds
Prospect | 325 Prospect St, Pawtucket, RI



EXHIBIT AV



Property Certificates ⓘ

Certificate Type

All ▼

Street Number

16 🔍 ✕

Street Name

Sisson 🔍 ✕

City/Town

Pawtucket ▼

Certificate Issued

6/30/1940 11/22/3023



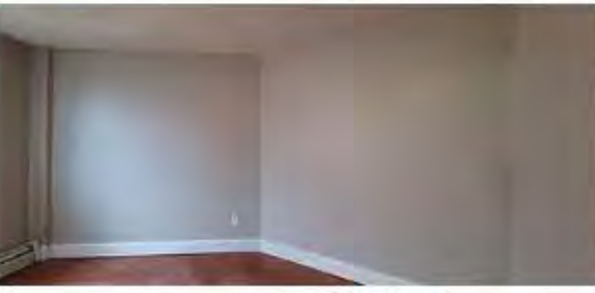
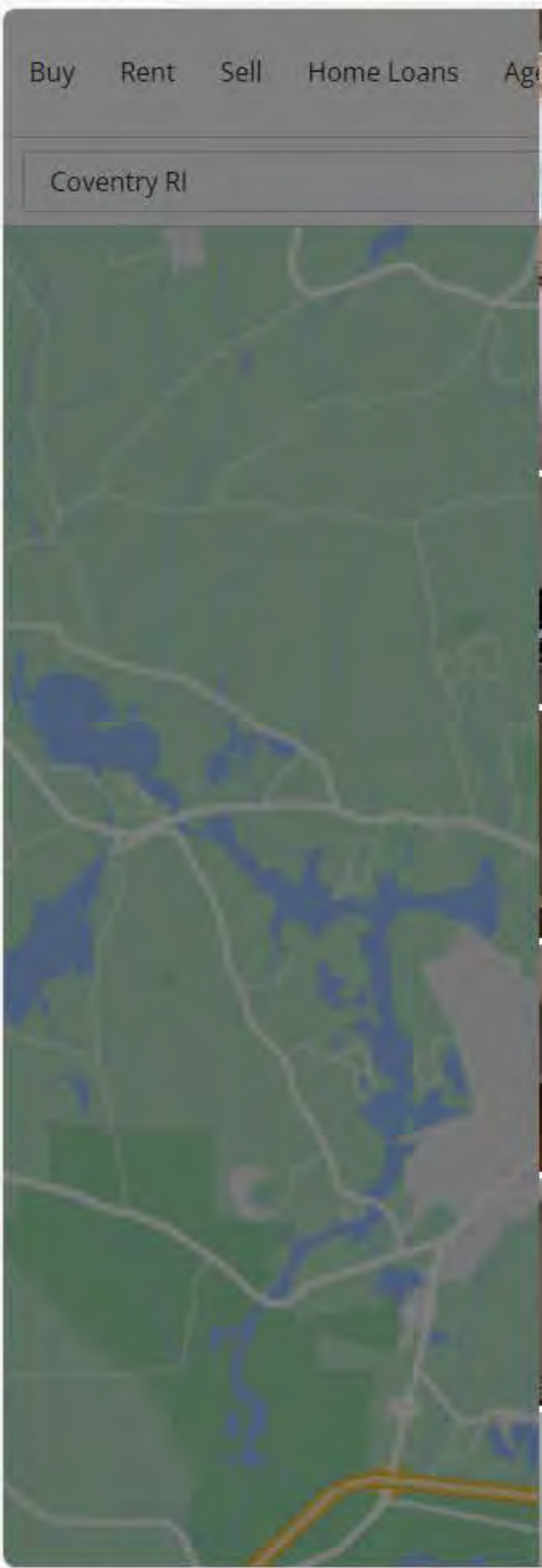
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
96051	Independent Clearance Inspection (Legacy HRC)	16 SISSON ST 1ST FLOOR PAWTUCKET RI 02860	8/1/2006	8/1/2008
201644	Lead Conformance-Interior/Exterior	16 SISSON ST 1ST PAWTUCKET RI 02860	7/14/2023	7/14/2025
201643	Lead Conformance-Interior/Exterior	16 SISSON ST 2ND PAWTUCKET RI 02860	7/14/2023	7/14/2025
202333	Lead Conformance-Interior/Exterior	16 SISSON ST 3RD PAWTUCKET RI 02860	8/14/2023	8/14/2025
113609	Independent Clearance Inspection (Legacy HRC)	161 SISSON ST APT 1 PAWTUCKET RI 02860	8/22/2009	8/22/2011
99713	Independent Clearance Inspection (Legacy HRC)	167 SISSON ST 2 PAWTUCKET RI 02860	2/25/2007	2/25/2009
100084	Independent Clearance Inspection (Legacy HRC)	169 SISSON ST 1 PAWTUCKET RI 02860	3/15/2007	3/15/2009

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AW



Edit Save Share More

2 bd | 1 ba | 1,000 sqft
5 Anthony St #2, Coventry, RI 02816

Off market
Zestimate®: None ? Rent Zestimate®: \$1,464
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
4/25/2023	Listing removed	--
Source: Zillow Rentals Report		
4/19/2023	Price change	\$1,350 -10% \$1/sqft
Source: Zillow Rentals Report		
10/31/2022	Listed for rent	\$1,500 +53.8% \$2/sqft
Source: Zillow Rental Network_1 Report		
6/16/2019	Listing removed	\$975 \$1/sqft
Source: Owner Report		
6/6/2019	Listed for rent	\$975 +8.3% \$1/sqft
Source: Owner Report		
11/30/2018	Listing removed	\$900 \$1/sqft
Source: Lopes General Contractor Report		

Rentals Advertise Help Sign In

Sort: Homes for You

Sort: Homes for You

9,000

2 ba | 1,120 sqft - Home for sale

Port Rd, Coventry, RI 02816

REAL ESTATE CENTER

Hot water heater

9,900

1 ba | 742 sqft - Home for sale

#3, Coventry, RI 02816

ST CHOICE

g area

EXHIBIT AX



Property Certificates ⓘ

Certificate Type
All

Street Number
5

Street Name
Anthony

City/Town
Coventry

Certificate Issued
6/30/1940 11/22/3023

Clear Search

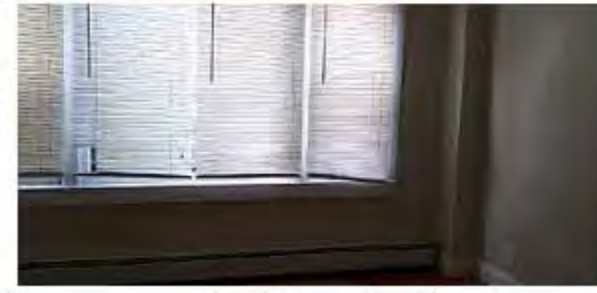
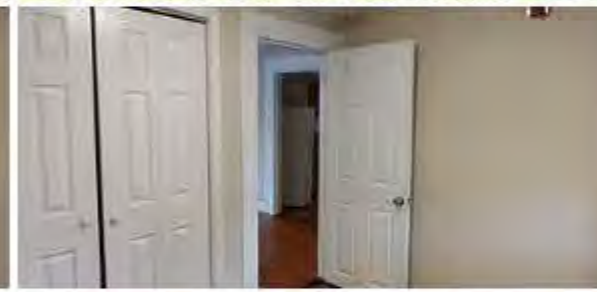
Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
201690	Lead Conformance-Interior/Exterior	5 ANTHONY ST 1ST COVENTRY RI 02816	7/13/2023	7/13/2025
149440	Independent Clearance Inspection (Legacy HRC)	5 ANTHONY ST 2 COVENTRY RI 02816	8/28/2015	8/28/2017
201689	Lead Conformance-Interior/Exterior	5 ANTHONY ST 2ND COVENTRY RI 02816	7/13/2023	7/13/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT AY

Buy Rent Sell Home Loans Agc



Edit Save Share More

1 bd | 1 ba | 750 sqft
5 Anthony St FLOOR 1, Coventry, RI 02816

Off market
Zestimate®: None ? Rent Zestimate®: \$1,470

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date Event Price

11/3/2023 Listing removed --

Source: Zillow Rentals Report

10/14/2023 Listed for rent \$1,200 \$2/sqft

Source: Zillow Rentals Report

3/25/2023 Listing removed --

Source: Zillow Rentals Report

1/14/2023 Listed for rent \$1,200 -20% \$2/sqft

Source: Zillow Rentals Report

10/30/2022 Listing removed --

Source: Zillow Rental Manager Report

Show more

Public tax history

Tax history is unavailable.

Real Estate Advertisements: Advertise, Help, Sign In

Sort: Homes for You



Advertisement: 2 ba | 1,120 sqft - Home for sale

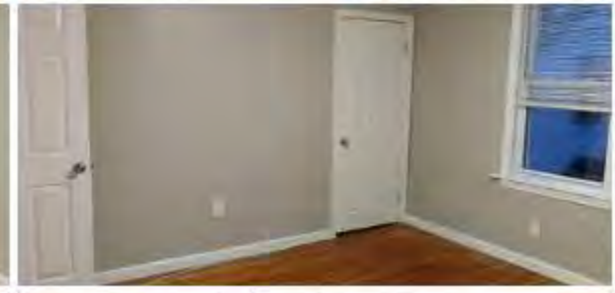
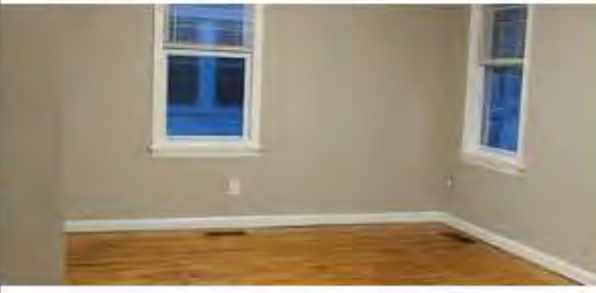
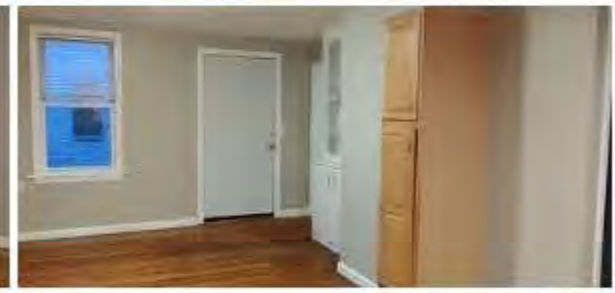
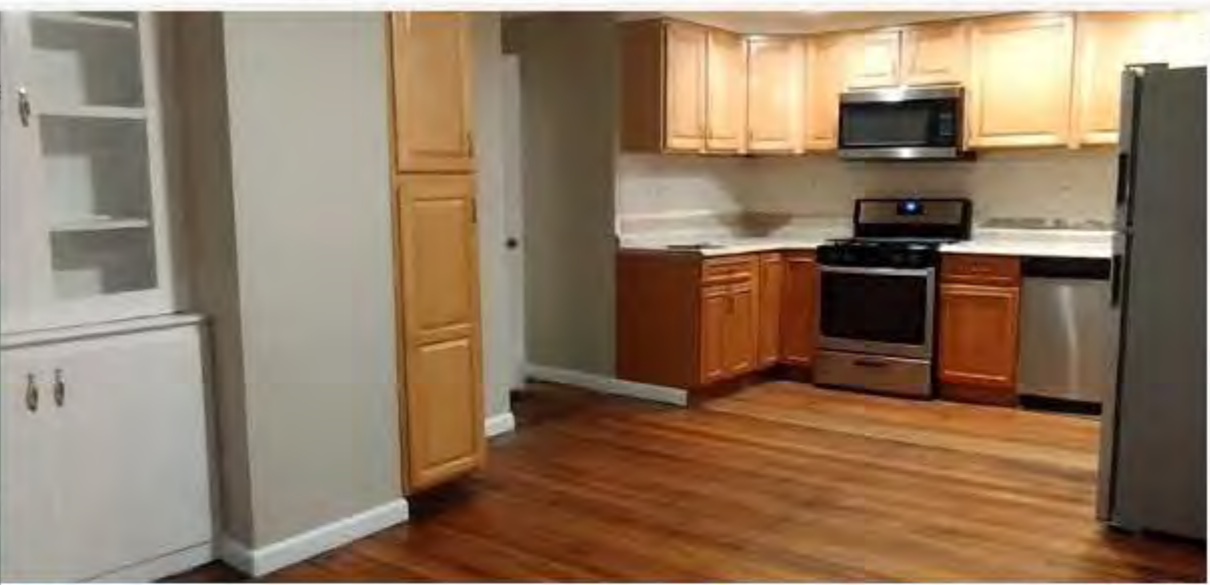


Advertisement: Acres lot - New construction



EXHIBIT AZ

Buy Rent Sell Home Loans Agents
North Providence RI



Edit Save Share More

3 bd | 1 ba | 1,500 sqft
116 Waterman Ave #1FLRIGHT, North Providence, RI 02911

Off market
Zestimate®: \$325,100 | Rent Zestimate®: \$2,228
Est. refi payment: \$2,131/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
4/2/2022	Listing removed	--
Source: Zillow Rental Manager Report		
2/15/2022	Price change	\$1,700 -5.6% \$1/sqft
Source: Zillow Rental Manager Report		
2/2/2022	Price change	\$1,800 -7.7% \$1/sqft
Source: Zillow Rental Manager Report		
12/14/2021	Listed for rent	\$1,950 \$1/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: 02911

Walk Score®

Rentals Advertise Help Sign In

For Sale
Sort: Homes for You



50,000
Acre lot - Lot / Land for sale
Mineral Spring Ave, Providence, RI 02904



25,000
6 ba | 3,400 sqft - Multi-family home for...
Smithfield Rd, North Providence, RI 02904



EXHIBIT BA



Property Certificates ⓘ

Certificate Type
All

Street Number
116

Street Name
Waterman

City/Town
North Providence

Certificate Issued
6/30/1940 11/22/3023

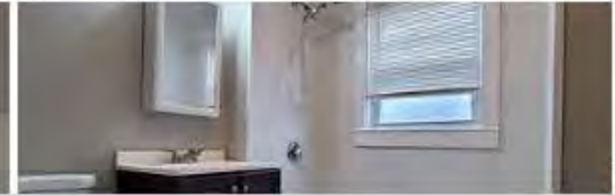
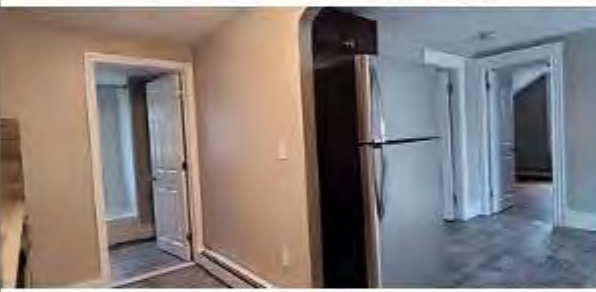
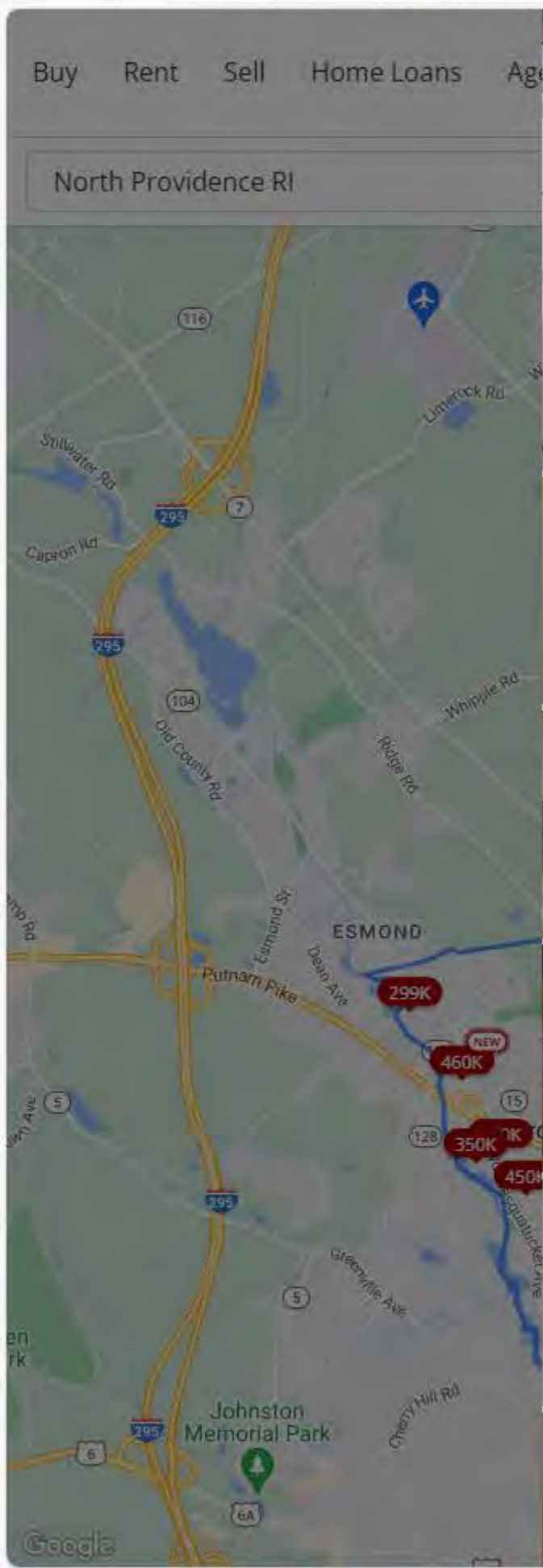
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
166628	Independent Clearance Inspection (Legacy HRC)	116 WATERMAN AVE 1 NORTH PROVIDENCE RI 02911	11/3/2018	11/3/2020
202091	Lead Conformance-Interior/Exterior	116 WATERMAN AVE BASEMENT NORTH PROVIDENCE RI 02911	8/4/2023	8/4/2025
166629	Independent Clearance Inspection (Legacy HRC)	116 WATERMAN AVE R NORTH PROVIDENCE RI 02911	11/3/2018	11/3/2020
202092	Lead Conformance-Interior/Exterior	116 WATERMAN AVE SINGLE NORTH PROVIDENCE RI 02911	7/28/2023	7/28/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BB



2 bd | 1 ba | 900 sqft
1360 Charles St FLOOR 2, Providence, RI 02904

Off market
Zestimate®: None ? | Rent Zestimate®: \$1,798
Est. refi payment: \$ -- Refinance your loan

Home value | Owner tools | Home details | Neighborhood details

7/6/2023	Listing removed	--
Source: Zillow Rentals Report		
6/19/2023	Price change	\$1,200 -14.3% \$1/sqft
Source: Zillow Rentals Report		
6/4/2023	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
6/1/2023	Price change	\$1,500 -9.1% \$2/sqft
Source: Zillow Rentals Report		
3/18/2023	Listed for rent	\$1,650 +17.9% \$2/sqft
Source: Zillow Rentals Report		
9/19/2021	Listing removed	--
Source: Zillow Rental Manager Report		
8/27/2021	Listed for rent	\$1,400 \$2/sqft

For Sale

Sort: Homes for You

5,000

2 ba | 1,580 sqft - Condo for sale

Smithfield Rd #A3, North Providence, RI...

RIVER'S EDGE

Sat. 11am-12:30pm

5,000

2 ba | 1,600 sqft - House for sale

inda Ct, North Providence, RI 02904

21 THE SEYBOTH TEAM

on Zillow

EXHIBIT BC



Property Certificates ⓘ

Certificate Type
All

Street Number
1360

Street Name
Charles

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

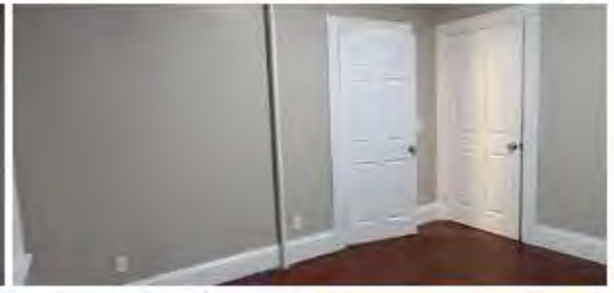
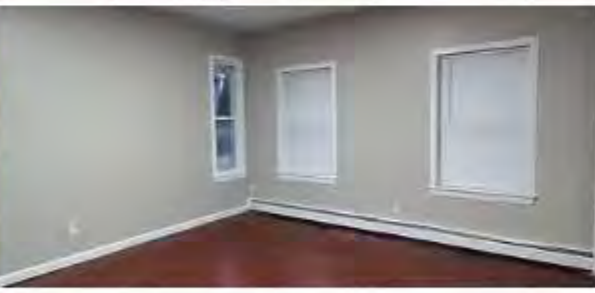
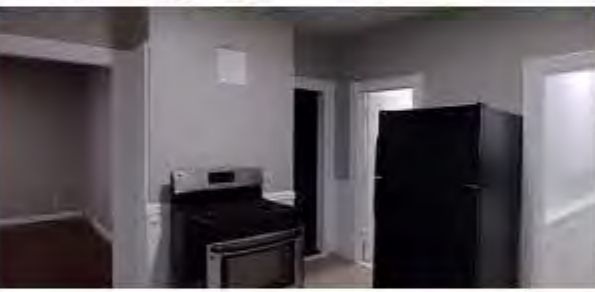
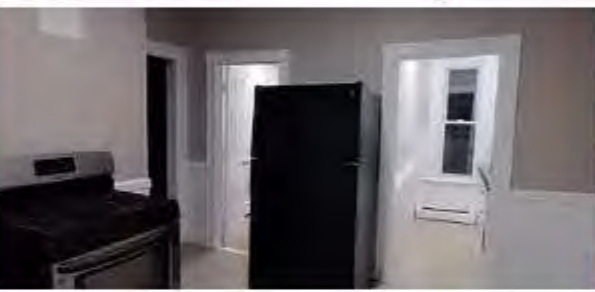
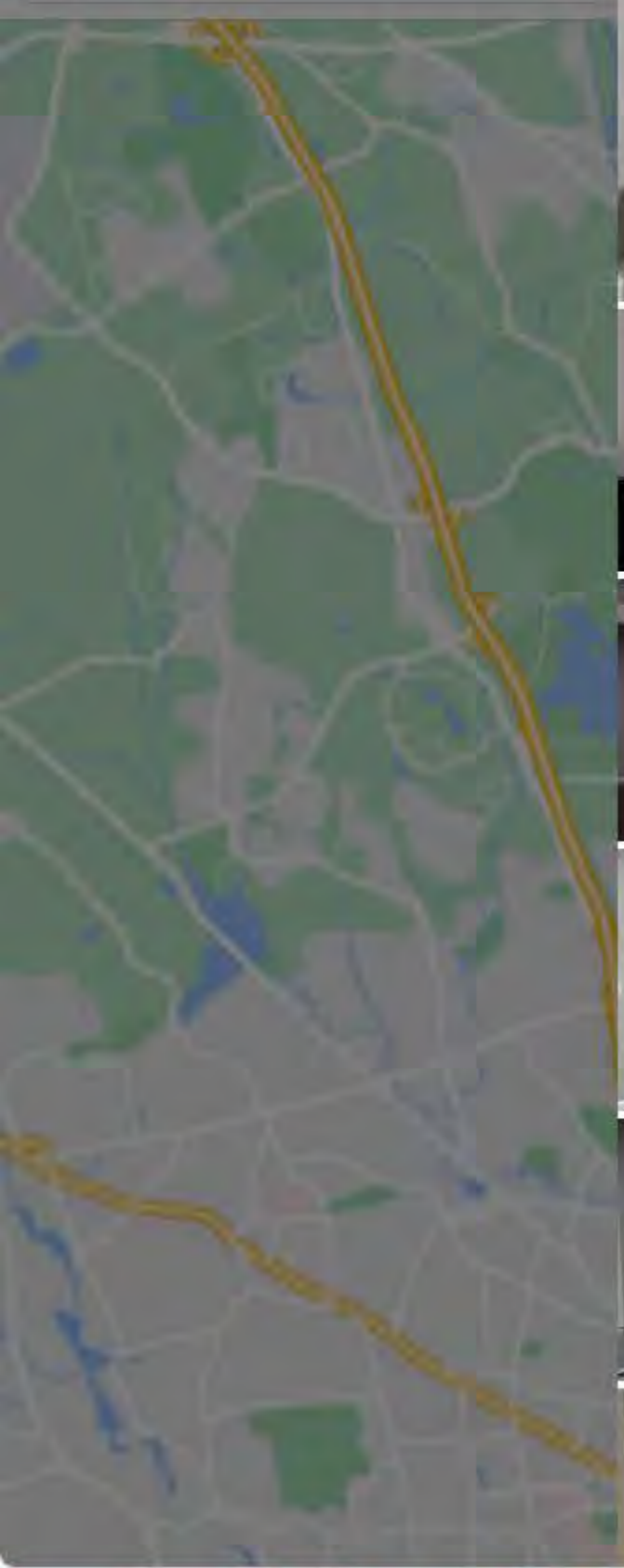
Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
198420	Lead Conformance-Interior/Exterior	1360 CHARLES ST 1 NORTH PROVIDENCE RI 02904	3/23/2023	3/23/2025
198422	Lead Conformance-Interior/Exterior	1360 CHARLES ST 1B NORTH PROVIDENCE RI 02904	3/23/2023	3/23/2025
202005	Lead Conformance-Interior/Exterior	1360 CHARLES ST 1ST NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025
198421	Lead Conformance-Interior/Exterior	1360 CHARLES ST 2 NORTH PROVIDENCE RI 02904	3/23/2023	3/23/2025
202006	Lead Conformance-Interior/Exterior	1360 CHARLES ST 2ND NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025
166659	Independent Clearance Inspection (Legacy HRC)	1360 CHARLES ST 3 NORTH PROVIDENCE RI 02904	11/3/2018	11/3/2020
166660	Independent Clearance Inspection (Legacy HRC)	1360 CHARLES ST B NORTH PROVIDENCE RI 02904	11/3/2018	11/3/2020
202009	Lead Conformance-Interior/Exterior	1360 CHARLES ST BASEMENT NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025
202011	Lead Conformance-Interior/Exterior	1360 CHARLES ST REAR HOUSE NORTH PROVIDENCE RI 02904	7/25/2023	7/25/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BD

Buy Rent Sell Home Loans Ag...
Central Falls RI



Zillow Edit Save Share More

1 bd | 1 ba | 700 sqft
27 Hawes St #1REAR, Pawtucket, RI 02860

Off market
Zestimate®: None ? Rent Zestimate®: \$1,300
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

PRICE AND TAX HISTORY

Price history

Date	Event	Price
6/6/2023	Listing removed	--
Source: Zillow Rentals Report		
5/26/2023	Price change	\$1,100 -8.3% \$2/sqft
Source: Zillow Rentals Report		
4/15/2023	Price change	\$1,200 -7.7% \$2/sqft
Source: Zillow Rentals Report		
3/23/2023	Listed for rent	\$1,300 \$2/sqft
Source: Zillow Rentals Report		

Public tax history

Tax history is unavailable.

Neighborhood: 02860

Rentals Advertise Help Sign In

Sort: Homes for You

0,000

5 | 6 ba | -- sqft - Multi-family home for sale

73 Dexter St. Central Falls, RI 02863

GLAND REALTY MANAGEMENT

cut: \$15,100 (Feb 6)

9,900

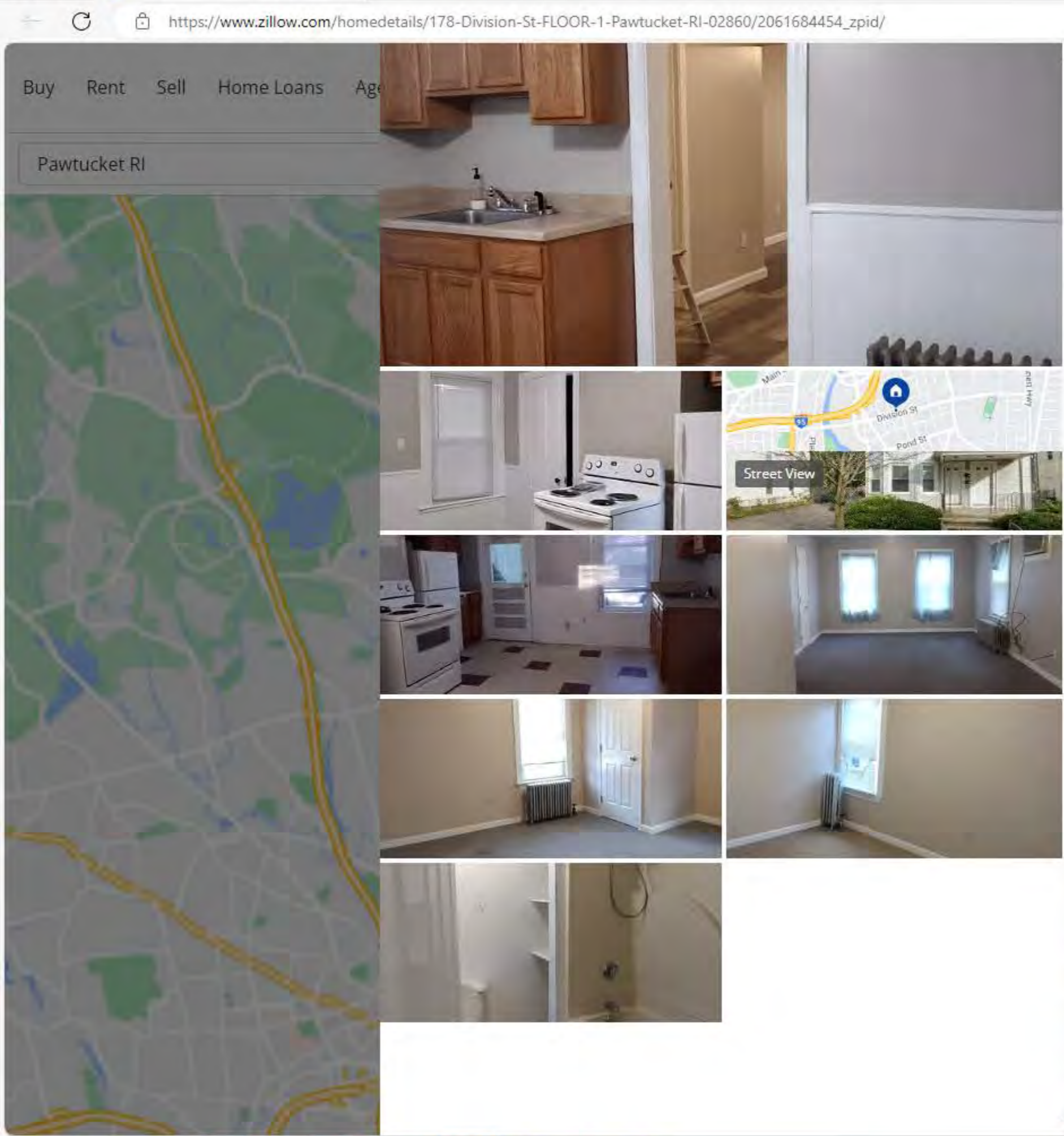
5 ba | 4,000 sqft - Multi-family home for...

onsdale Ave, Central Falls, RI 02863

Y 21 THE SEYBOTH TEAM

ys on Zillow

EXHIBIT BE



[Edit](#) [Save](#) [Share](#) [More](#)

1 bd | 1 ba | 800 sqft
178 Division St FLOOR 1, Pawtucket, RI 02860

● **Off market**
Zestimate®: None ? | Rent Zestimate®: **\$1,414**

Est. refi payment: \$ -- [Refinance your loan](#)

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#)

Price history

Date	Event	Price
10/22/2022	Listing removed	--
9/3/2022	Listed for rent	\$1,400 \$2/sqft

Source: Zillow Rental Manager Report

Source: Zillow Rental Manager Report

Public tax history

Tax history is unavailable.

Neighborhood: Quality Hill

Walk Score®
79 / 100 (Very Walkable)

Transit Score®
48 / 100 (Some Transit)

Bike Score®
52 / 100 (Bikeable)

[Rentals](#) [Advertise](#) [Help](#) [Sign In](#)

Sort: Homes for You



cut: \$40,000 (Feb 6)
4 ba | 2,428 sqft - Multi-family home for...
kerson St, Pawtucket, RI 02860
21 THE SEYBOTH TEAM



to highway access
9,000
2 ba | 2,031 sqft - Multi-family home for...
hitman St, Pawtucket, RI 02860
OPERTIES

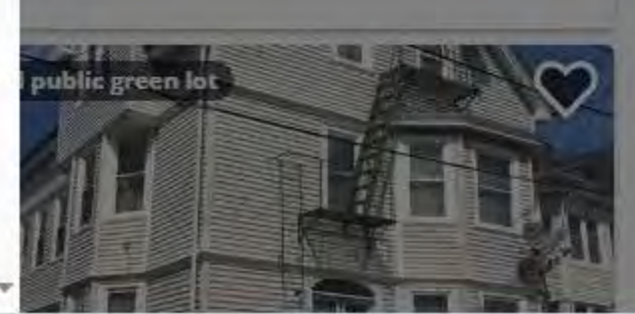


EXHIBIT BF



Property Certificates ⓘ

Certificate Type
All

Street Number
178

Street Name
Division

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

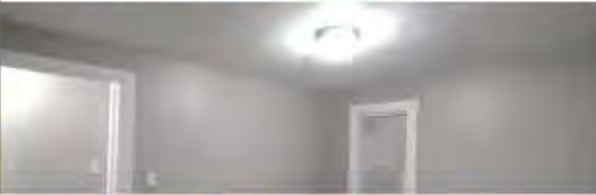
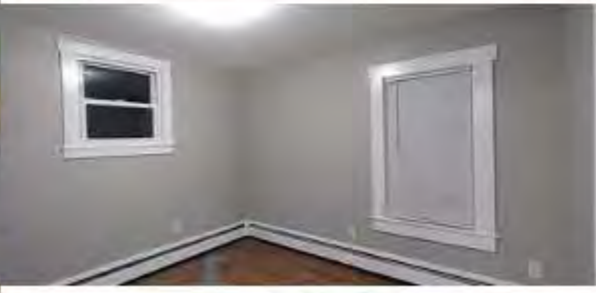
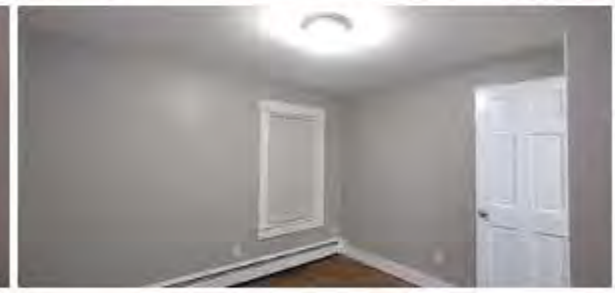
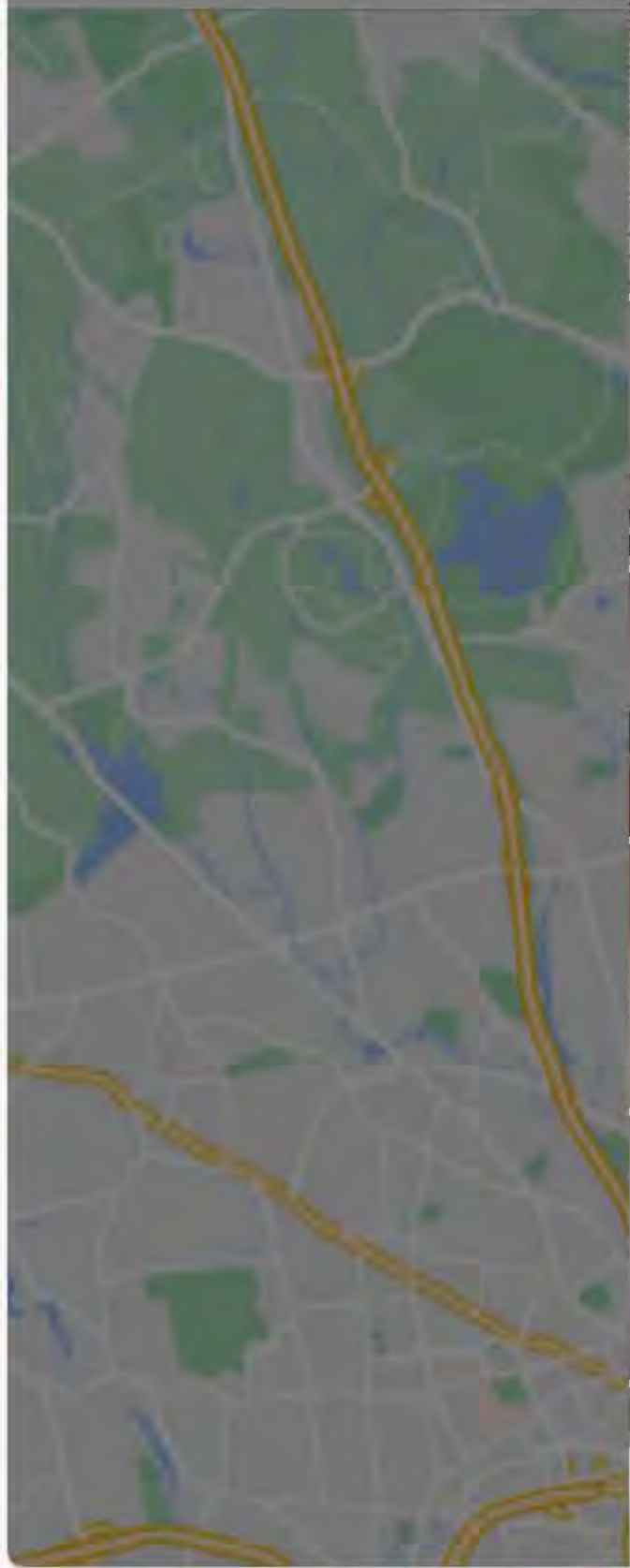
Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
202629	Lead Conformance-Interior/Exterior	178 DIVISION ST 1ST PAWTUCKET RI 02860	8/17/2023	8/17/2025
202628	Lead Conformance-Interior/Exterior	178 DIVISION ST 2ND PAWTUCKET RI 02860	8/17/2023	8/17/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BG

Buy Rent Sell Home Loans Age



Edit Save Share More

1 bd | 1 ba | 800 sqft
178 Division St FLOOR 2, Pawtucket, RI 02860

Off market
Zestimate®: None ? Rent Zestimate®: \$1,411

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
11/29/2022	Listing removed	--
Source: Zillow Rental Manager Report		
11/24/2022	Price change	\$1,300 -7.1% \$2/sqft
Source: Zillow Rental Manager Report		
11/11/2022	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: Quality Hill

Walk Score®
79 / 100 (Very Walkable)

Transit Score®
48 / 100 (Some Transit)

Rentals Advertise Help Sign In

Sort: Homes for You

cut: \$40,000 (Feb 6)

0,000

4 ba | 2,428 sqft - Multi-family home for...

rkerson St, Pawtucket, RI 02860

to highway access

0,000

2 ba | 2,031 sqft - Multi-family home for...

itman St, Pawtucket, RI 02860

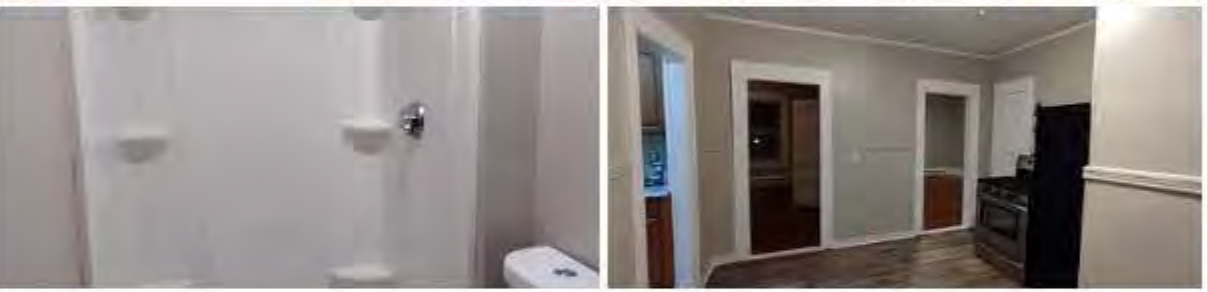
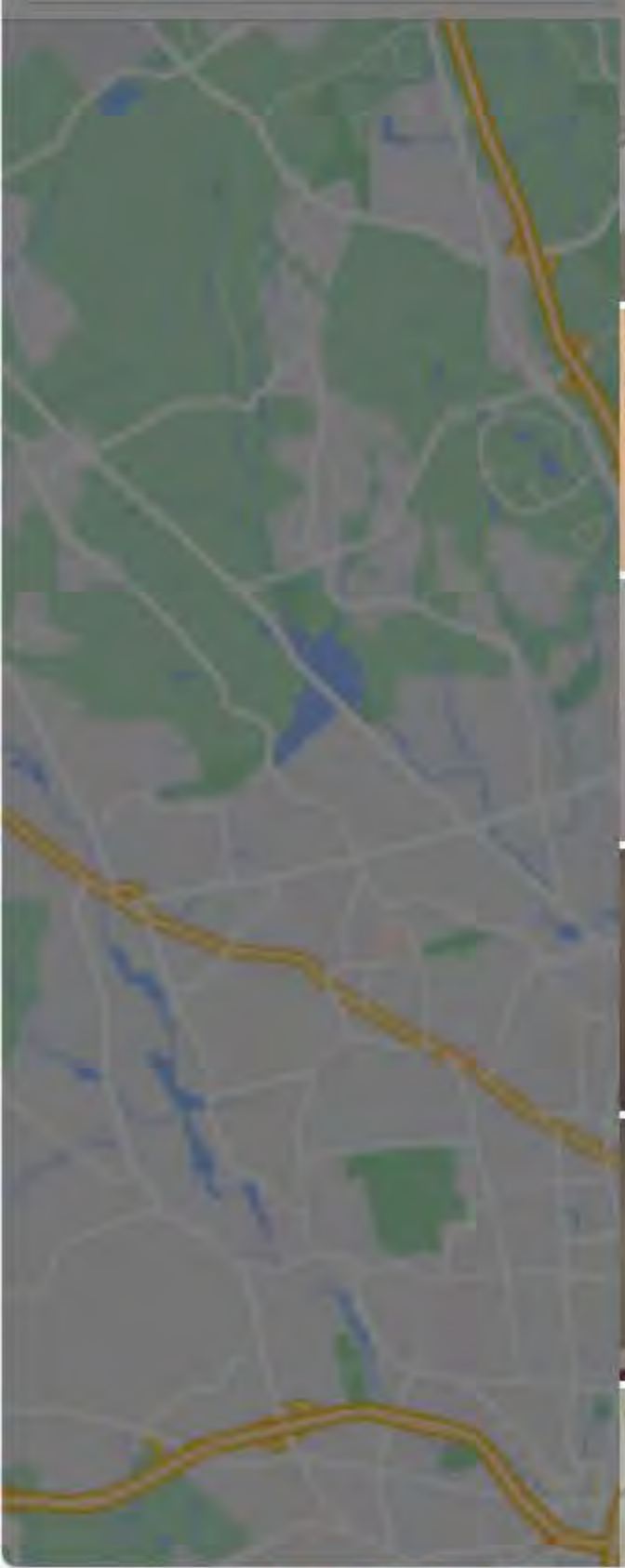
public green lot

EXHIBIT BH

Buy Rent Sell Home Loans Agi



Pawtucket RI



Zillow Edit Save Share More

1 bd | 1 ba | 800 sqft
288 Sayles Ave #2R, Pawtucket, RI 02860
● Off market
Zestimate®: None ? | Rent Zestimate®: \$1,414
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
3/16/2023	Listing removed	--
Source: Zillow Rentals Report		
1/14/2023	Price change	\$1,000 -16.7% \$1/sqft
Source: Zillow Rentals Report		
10/14/2022	Listed for rent	\$1,200 \$2/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: Woodlawn

Rentals Advertise Help Sign In

Sort: Homes for You



4 ba | 2,428 sqft - Multi-family home for...
Person St, Pawtucket, RI 02860



2 ba | 2,031 sqft - Multi-family home for...
litman St, Pawtucket, RI 02860

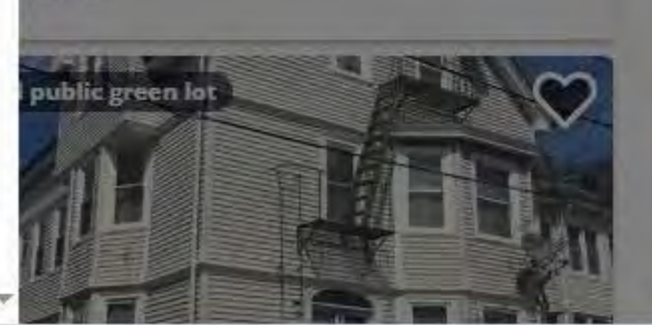


EXHIBIT BI



Property Certificates ⓘ

Certificate Type
All

Street Number
288

Street Name
Sayles

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
97586	Independent Clearance Inspection (Legacy HRC)	288 SAYLES AVE 1 PAWTUCKET RI 02860	10/24/2006	10/24/2008
201676	Lead Conformance-Interior/Exterior	288 SAYLES AVE 1R PAWTUCKET RI 02860	7/14/2023	7/14/2025
202581	Lead Conformance-Interior/Exterior	288 SAYLES AVE 2F PAWTUCKET RI 02860	8/17/2023	8/17/2025
201674	Lead Conformance-Interior/Exterior	288 SAYLES AVE 2R PAWTUCKET RI 02860	7/14/2023	7/14/2025
202626	Lead Conformance-Interior/Exterior	288 SAYLES AVE 3 FRONT PAWTUCKET RI 02860	8/17/2023	8/17/2025
201672	Lead Conformance-Interior/Exterior	288 SAYLES AVE 3R PAWTUCKET RI 02860	7/14/2023	7/14/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

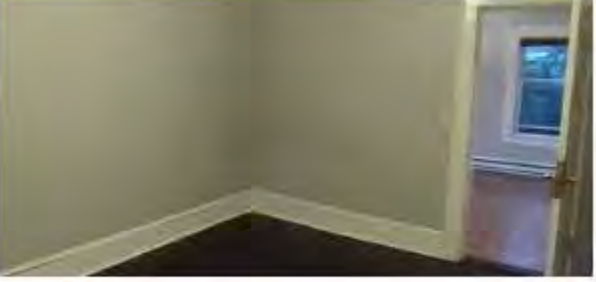
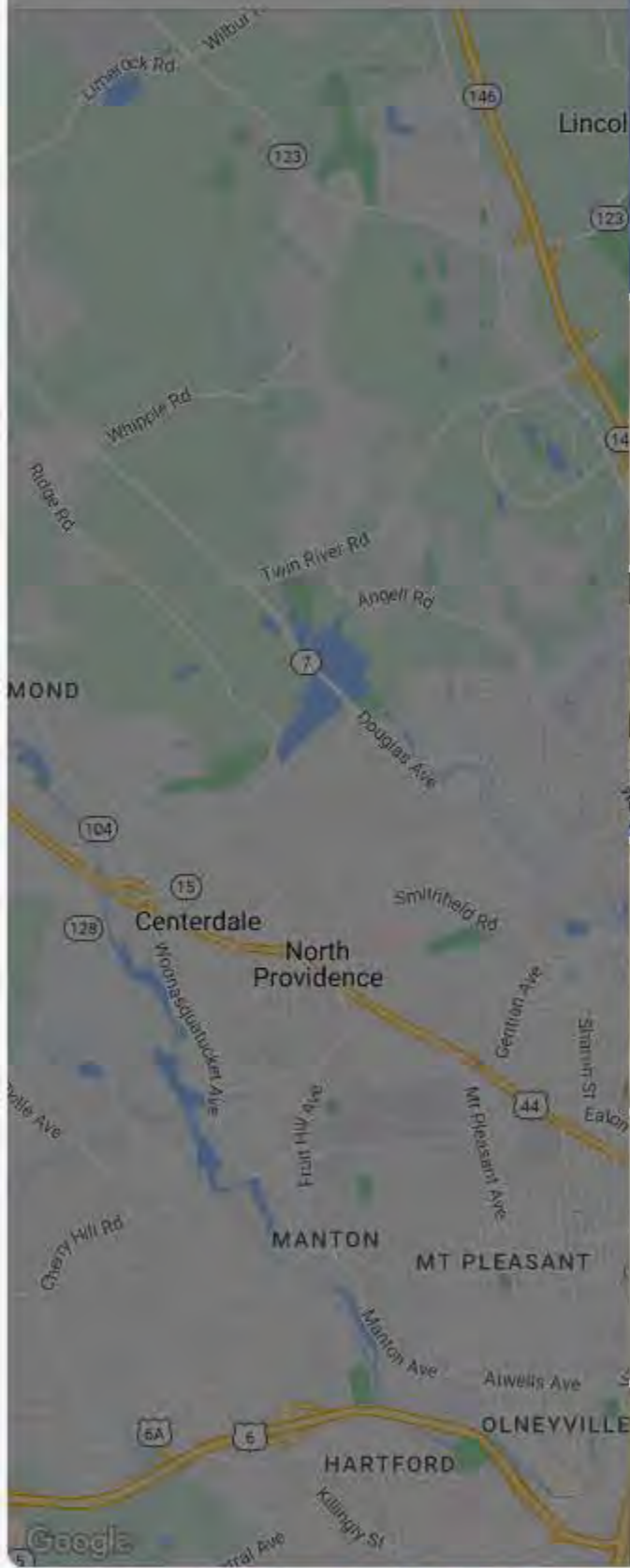
EXHIBIT BJ

Buy Rent Sell Home Loans Agents

Zillow Edit Save Share More

Rentals Advertise Help Sign In

Pawtucket RI



2 bd | 1 ba | 900 sqft
288 Sayles Ave #3F, Pawtucket, RI 02860

Off market
Zestimate®: None ? | Rent Zestimate®: \$1,542
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
9/24/2022	Listing removed	--
Source: Zillow Rental Manager Report		
8/19/2022	Price change	\$1,300 -7.1% \$1/sqft
Source: Zillow Rental Manager Report		
7/28/2022	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: Woodlawn

- Walk Score®**
82 / 100 (Very Walkable)
- Transit Score®**
44 / 100 (Some Transit)
- Bike Score®**

Sort: Homes for You

cut: \$40,000 (Feb 6)

0,000

4 ba | 2,428 sqft - Multi-family home for...

rkerson St, Pawtucket, RI 02860

to highway access

0,000

2 ba | 2,031 sqft - Multi-family home for...

itman St, Pawtucket, RI 02860

public green lot

EXHIBIT BK

Buy Rent Sell Home Loans Ag...

Pawtucket RI



Edit Save Share More

1 bd | 1 ba | 700 sqft
16 Sisson St FLOOR 3, Pawtucket, RI 02860

Off market
Zestimate®: None ? Rent Zestimate®: \$1,288

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price history

Date	Event	Price
11/30/2022	Listing removed	--
Source: Zillow Rental Manager Report		
11/6/2022	Price change	\$1,000 -28.6% \$1/sqft
Source: Zillow Rental Manager Report		
9/25/2022	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: Woodlawn

- Walk Score®**
84 / 100 (Very Walkable)
- Transit Score®**
45 / 100 (Some Transit)

Rentals Advertise Help Sign In

Sort: Homes for You

Price cut: \$40,000 (Feb 6)

4 ba | 2,428 sqft - Multi-family home for...

Person St, Pawtucket, RI 02860

to highway access

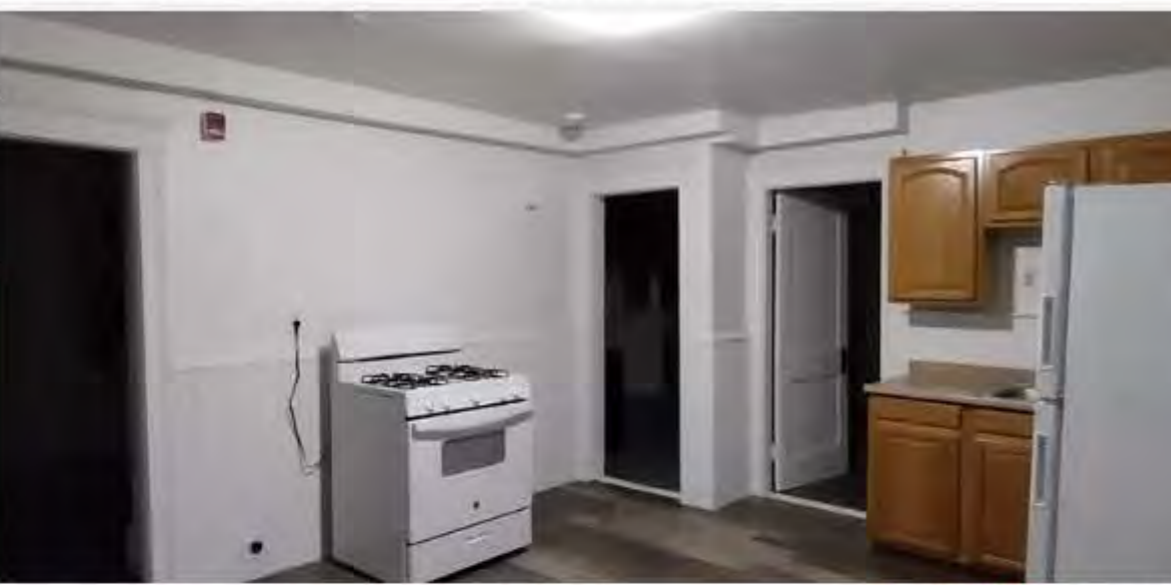
2 ba | 2,031 sqft - Multi-family home for...

hitman St, Pawtucket, RI 02860

public green lot

EXHIBIT BL

Buy Rent Sell Home Loans Agt
Woonsocket RI



Zillow Edit Save Share More

2 bd | 1 ba | 900 sqft
99 Oak St #1R, Woonsocket, RI 02895

Off market
Zestimate®: None ? | Rent Zestimate®: \$1,394
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
5/23/2023	Listing removed	--
Source: Zillow Rentals Report		
4/21/2023	Price change	\$1,300 -7.1% \$1/sqft
Source: Zillow Rentals Report		
4/15/2023	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
1/31/2023	Price change	\$1,500 +7.1% \$2/sqft
Source: Zillow Rentals Report		
1/25/2023	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rentals Report		

Public tax history

Results Advertise Help Sign In

Sort: Homes for You



5,000
5 | 5 ba | 6,200 sqft - Multi-family home fo...
39 Elm St, Woonsocket, RI 02895



9,000
3 ba | 3,648 sqft - Multi-family home for...
Main St, Woonsocket, RI 02895

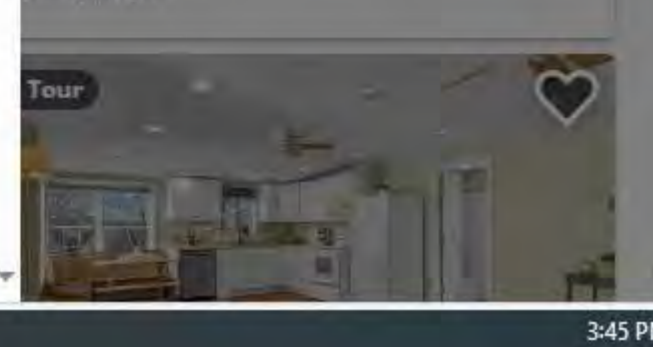
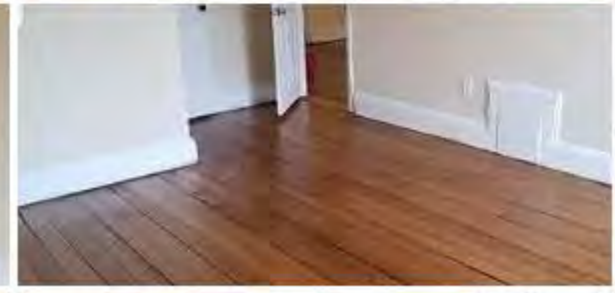
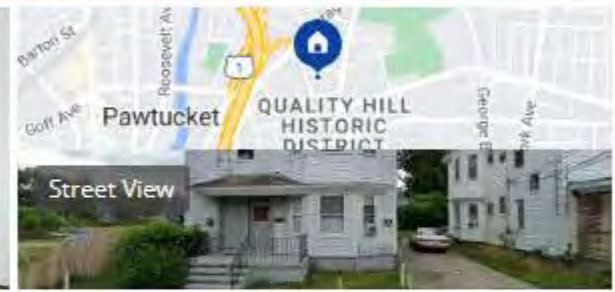
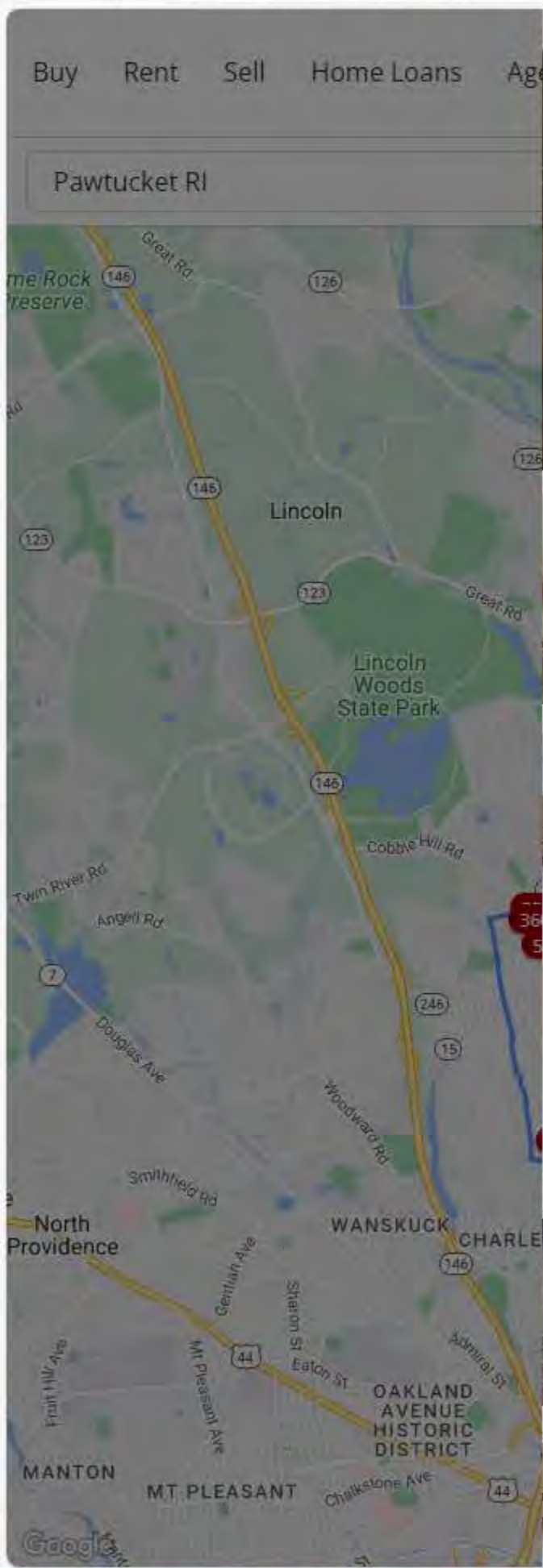


EXHIBIT BM



[Edit](#) [Save](#) [Share](#) [More](#)

4 bd | 1 ba | 1,500 sqft
17 Sanford St #3F, Pawtucket, RI 02860

● **Off market**
Zestimate®: None ? | Rent Zestimate®: **\$2,114**
Est. refi payment: \$ -- [Refinance your loan](#)

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#)

Price and tax history

Price history

Date	Event	Price
4/21/2022	Listing removed	--
Source: Zillow Rental Manager Report		
3/11/2022	Listed for rent	\$1,600 +23.1% \$1/sqft
Source: Zillow Rental Manager Report		
8/27/2020	Listing removed	\$1,300 \$1/sqft
Source: Owner Report		
8/11/2020	Price change	\$1,300 -7.1% \$1/sqft
Source: Owner Report		
7/20/2020	Listed for rent	\$1,400 \$1/sqft
Source: Owner Report		

[Rentals](#) [Advertise](#) [Help](#) [Sign In](#)

Sort: Homes for You



9,000
3 ba | 2,018 sqft - Multi-family home for...
low Ave. Pawtucket, RI 02860
PROFESSIONALS



5,000
4 ba | 2,800 sqft - Multi-family home for...
leton Ave. Pawtucket, RI 02860
21 PREMIER AGENCY



EXHIBIT BN



Property Certificates ⓘ

Certificate Type
All

Street Number
17

Street Name
Sanford

City/Town
All

Certificate Issued
6/30/1940 11/22/3023

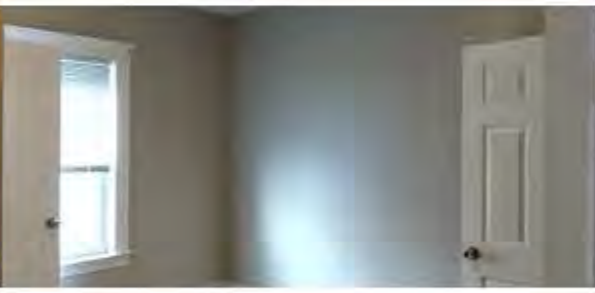
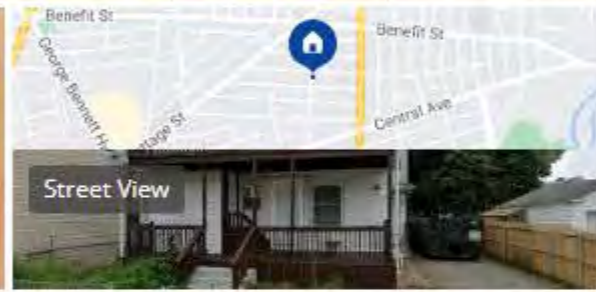
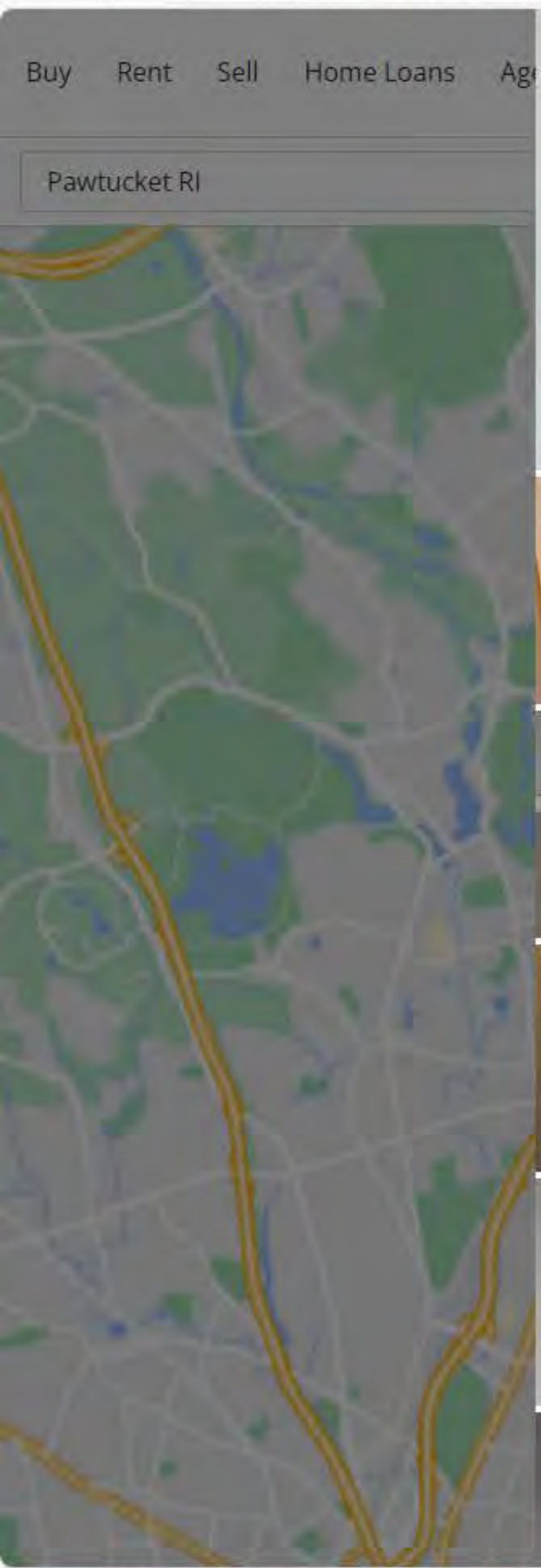
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
28428	Lead Safe	17 SANFORD ST PAWTUCKET RI 02860	11/1/2000	11/1/2002
198418	Lead Conformance-Interior/Exterior	17 SANFORD ST 1 PAWTUCKET RI 02860	3/16/2023	3/16/2025
206123	Lead Conformance-Interior/Exterior	17 SANFORD ST 2ND PAWTUCKET RI 02860	12/4/2023	12/4/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BO



Edit Save Share More

1 bd | 1 ba | 700 sqft
93 Tweed St #2F, Pawtucket, RI 02861

Off market
Zestimate®: None ? | Rent Zestimate®: \$1,300

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
7/9/2022	Listing removed	--
6/3/2022	Listed for rent	\$1,300 \$2/sqft

Source: Zillow Rental Manager Report

Public tax history

Tax history is unavailable.

Neighborhood: Pine Crest

Walk Score®
74 / 100 (Very Walkable)

Transit Score®
40 / 100 (Some Transit)

Bike Score®

Rentals Advertise Help Sign In

Sort: Homes for You



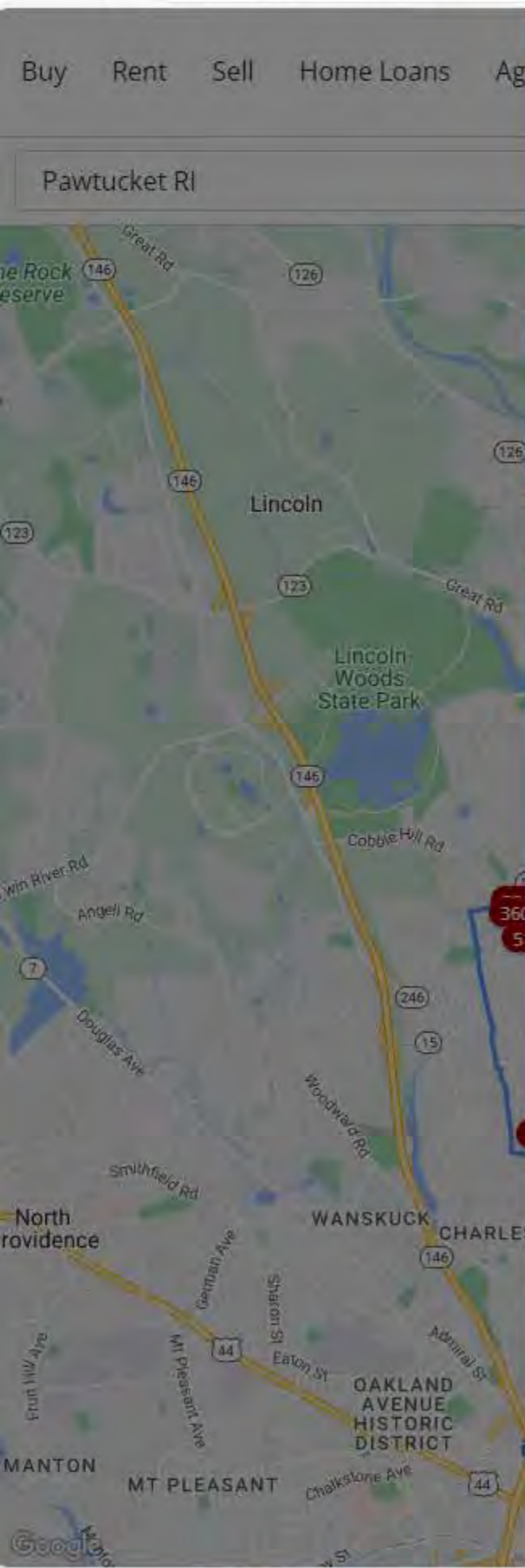
3 ba | 2,018 sqft - Multi-family home for...
low Ave, Pawtucket, RI 02860



4 ba | 2,800 sqft - Multi-family home for...
pleton Ave, Pawtucket, RI 02860



EXHIBIT BP



3 bd | 1 ba | 1,300 sqft
132 Spring St #1R, Pawtucket, RI 02860
● Off market
Zestimate®: None ? | Rent Zestimate®: \$1,873
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price history

Date	Event	Price
9/28/2022	Listing removed	--
Source: Zillow Rental Manager Report		
9/3/2022	Listed for rent	\$1,750 +6.1% \$1/sqft
Source: Zillow Rental Manager Report		
7/15/2021	Listing removed	--
Source: Zillow Rental Manager Report		
6/30/2021	Listed for rent	\$1,650 \$1/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Neighborhood: 02860

Walk Score®
75 / 100 (Very Walkable)

Sort: Homes for You

cut: \$26,000 (Feb 19)

3 ba | 2,018 sqft - Multi-family home for...

low Ave. Pawtucket, RI 02860

PROFESSIONALS

4 ba | 2,800 sqft - Multi-family home for...

leton Ave. Pawtucket, RI 02860

Y 21 PREMIER AGENCY

kitchen

EXHIBIT BQ



Property Certificates ⓘ

Certificate Type

All

Street Number

132

Street Name

Spring

City/Town

All

Certificate Issued

6/30/1940 11/22/3023



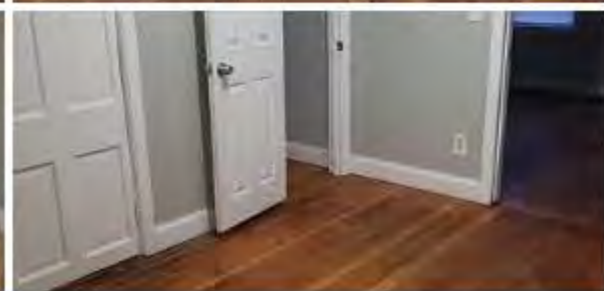
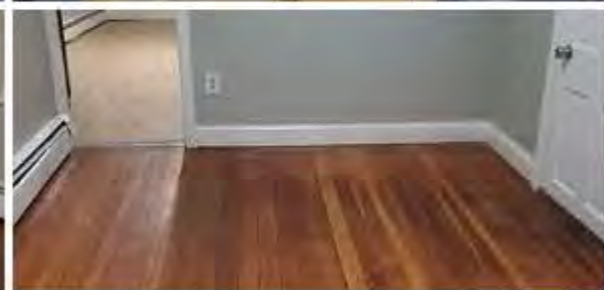
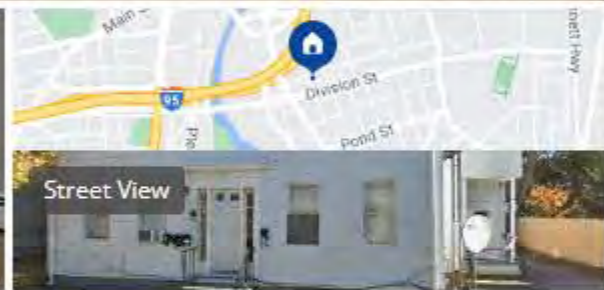
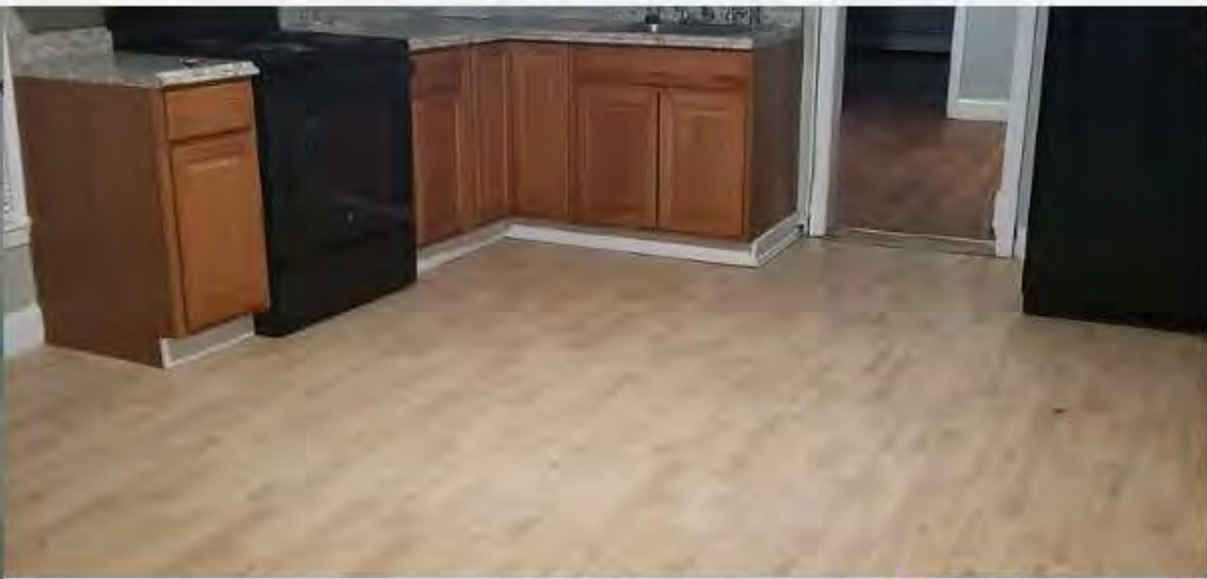
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
166484	Independent Clearance Inspection (Legacy HRC)	132 SPRING ST 1 PAWTUCKET RI 02860	10/21/2018	10/21/2020
202624	Lead Conformance-Interior/Exterior	132 SPRING ST 1ST PAWTUCKET RI 02860	7/28/2023	7/28/2025
166485	Independent Clearance Inspection (Legacy HRC)	132 SPRING ST 2 PAWTUCKET RI 02860	10/21/2018	10/21/2020
202623	Lead Conformance-Interior/Exterior	132 SPRING ST 2ND PAWTUCKET RI 02860	7/28/2023	7/28/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BR



Edit Save Share More

1 bd | 1 ba | 800 sqft

14 South St #1L, Pawtucket, RI 02860

Off market

Zestimate®: None Rent Zestimate®: \$1,447

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
11/17/2023	Listing removed	--
Source: Zillow Rentals Report		
8/21/2023	Listed for rent	\$1,200 \$2/sqft
Source: Zillow Rentals Report		
8/26/2021	Listing removed	--
Source: Zillow Rental Manager Report		
8/11/2021	Listed for rent	\$1,200 +9.1% \$2/sqft
Source: Zillow Rental Manager Report		
4/28/2021	Listing removed	--
Source: Zillow Rental Manager Report		
3/30/2021	Listed for rent	\$1,100 \$1/sqft

Rentals Advertise Help Sign In

Sort: Homes for You



3 ba | 2,018 sqft - Multi-family home for...
low Ave, Pawtucket, RI 02860



4 ba | 2,800 sqft - Multi-family home for...
pleton Ave, Pawtucket, RI 02860



EXHIBIT BS



Property Certificates ⓘ

Certificate Type
All

Street Number
14

Street Name
South

City/Town
Pawtucket

Certificate Issued
6/30/1940 11/22/3023

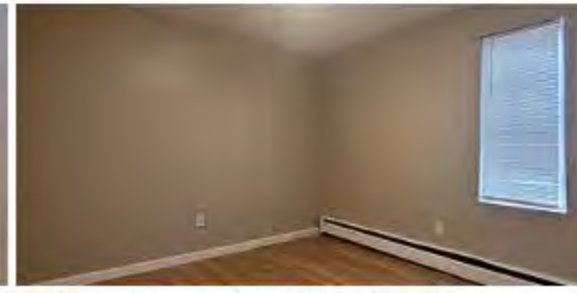
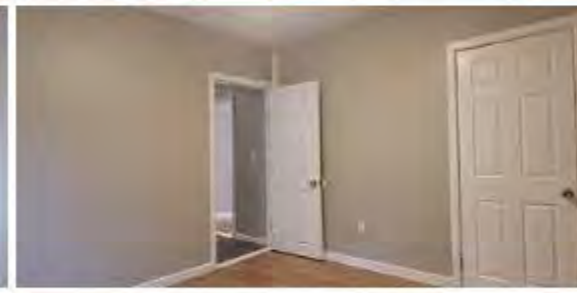
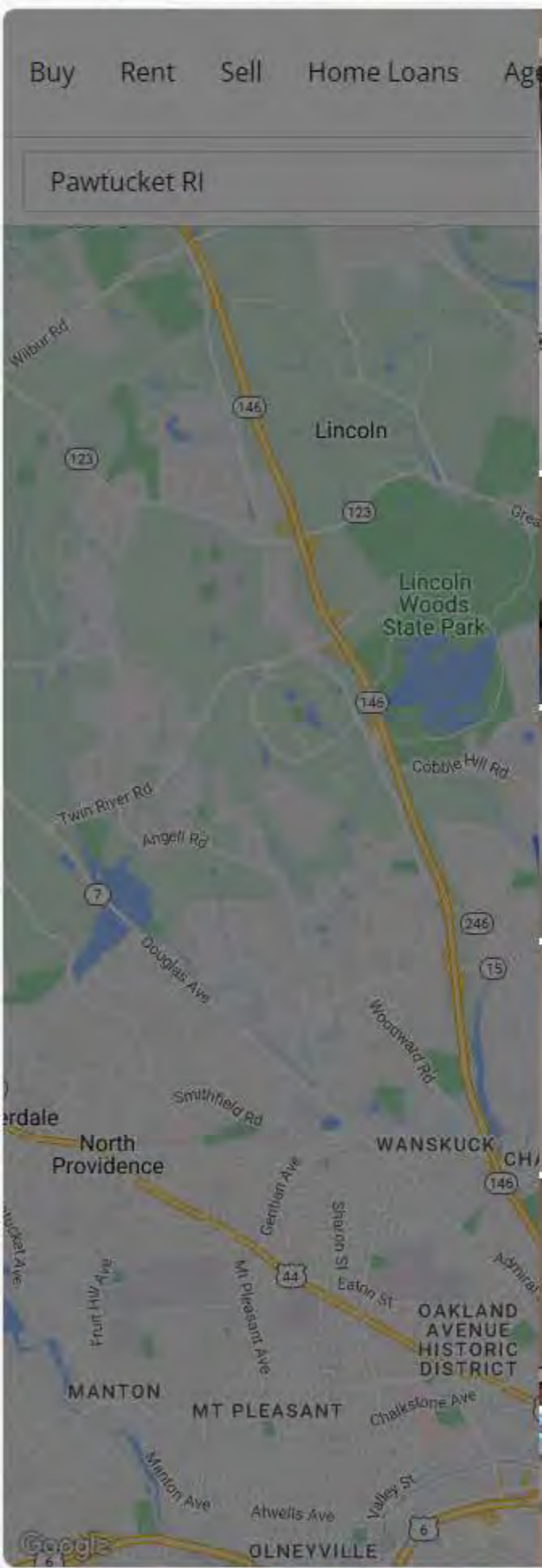
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
166487	Independent Clearance Inspection (Legacy HRC)	14 SOUTH ST 1L PAWTUCKET RI 02860	10/21/2018	10/21/2020
202405	Lead Conformance-Interior/Exterior	14 SOUTH ST 1L PAWTUCKET RI 02860	8/14/2023	8/14/2025
166486	Independent Clearance Inspection (Legacy HRC)	14 SOUTH ST 1R PAWTUCKET RI 02860	10/21/2018	10/21/2020
201642	Lead Conformance-Interior/Exterior	14 SOUTH ST 1R PAWTUCKET RI 02860	7/14/2023	7/14/2025
166488	Independent Clearance Inspection (Legacy HRC)	14 SOUTH ST 2L PAWTUCKET RI 02860	10/21/2018	10/21/2020
201640	Lead Conformance-Interior/Exterior	14 SOUTH ST 2L PAWTUCKET RI 02860	7/14/2023	7/14/2025
166489	Independent Clearance Inspection (Legacy HRC)	14 SOUTH ST 2R PAWTUCKET RI 02860	10/21/2018	10/21/2020
201641	Lead Conformance-Interior/Exterior	14 SOUTH ST 2R PAWTUCKET RI 02860	7/14/2023	7/14/2025
166490	Independent Clearance Inspection (Legacy HRC)	14 SOUTH ST 3 PAWTUCKET RI 02860	10/21/2018	10/21/2020
190464	Conditional	14 SOUTH ST 3 PAWTUCKET RI 02860	11/30/2022	11/30/2024

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BT



Edit Save Share More

2 bd | 1 ba | 800 sqft
14 South St #1R, Pawtucket, RI 02860

Off market
Zestimate®: None ? Rent Zestimate®: \$1,450
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

price history

Date	Event	Price
5/11/2023	Listing removed	--
Source: Zillow Rentals Report		
4/27/2023	Price change	\$1,600 +14.3% \$2/sqft
Source: Zillow Rentals Report		
4/22/2023	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rentals Report		
1/15/2022	Listing removed	--
Source: Zillow Rental Manager Report		
11/5/2021	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rental Manager Report		

Public tax history

Tax history is unavailable.

Rentals Advertise Help Sign In

Sort: Homes for You



\$26,000 (Feb 19)
3 ba | 2,018 sqft - Multi-family home for...
low Ave, Pawtucket, RI 02860

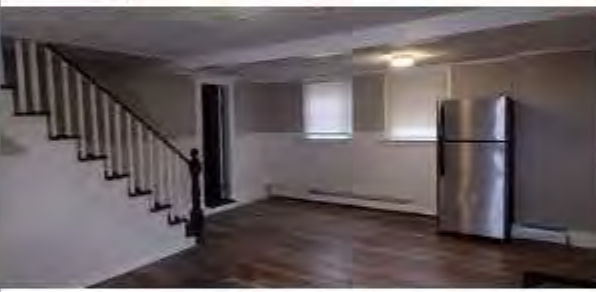


\$5,000
4 ba | 2,800 sqft - Multi-family home for...
pleton Ave, Pawtucket, RI 02860



EXHIBIT BU

Buy Rent Sell Home Loans Age



Edit Save Share More

Rentals Advertise Help Sign In

3 bd | 1 ba | 1,200 sqft
67 Prospect Hill Ave #65B, West Warwick, RI 02893
Off market
Zestimate®: None ? | Rent Zestimate®: \$2,178
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
3/27/2023	Listing removed	--
Source: Zillow Rentals Report		
2/25/2023	Listed for rent	\$1,950 +8.3% \$2/sqft
Source: Zillow Rentals Report		
4/19/2021	Listing removed	--
Source: Zillow Rental Network_1 Report		
3/5/2021	Listed for rent	\$1,800 \$2/sqft
Source: Zillow Rental Network_1 Report		

Public tax history

Tax history is unavailable.

Sort: Homes for You

9,900

2 ba | 1,864 sqft - Multi-family home for...
Eldon St, West Warwick, RI 02893
SIDE REALTY

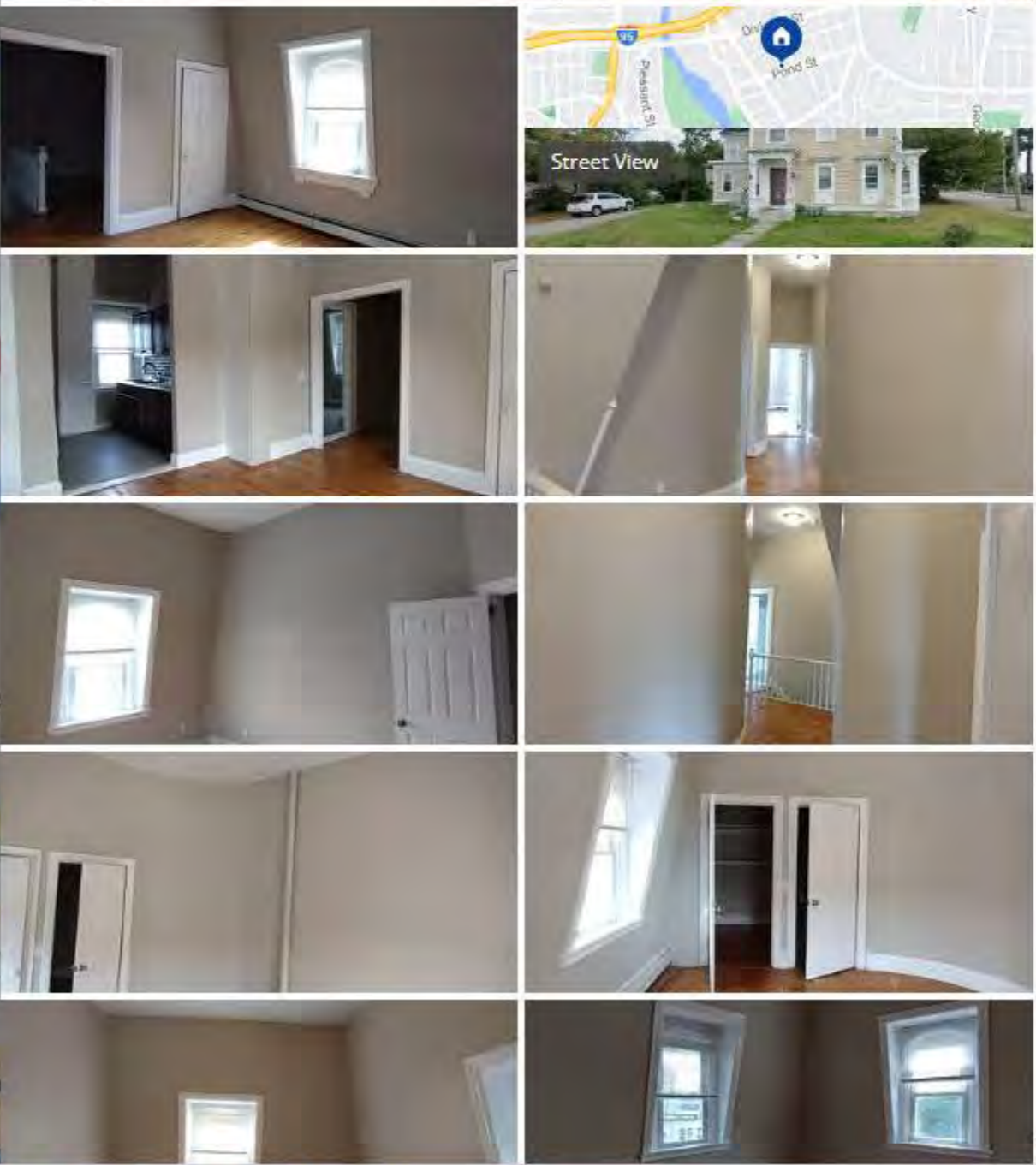
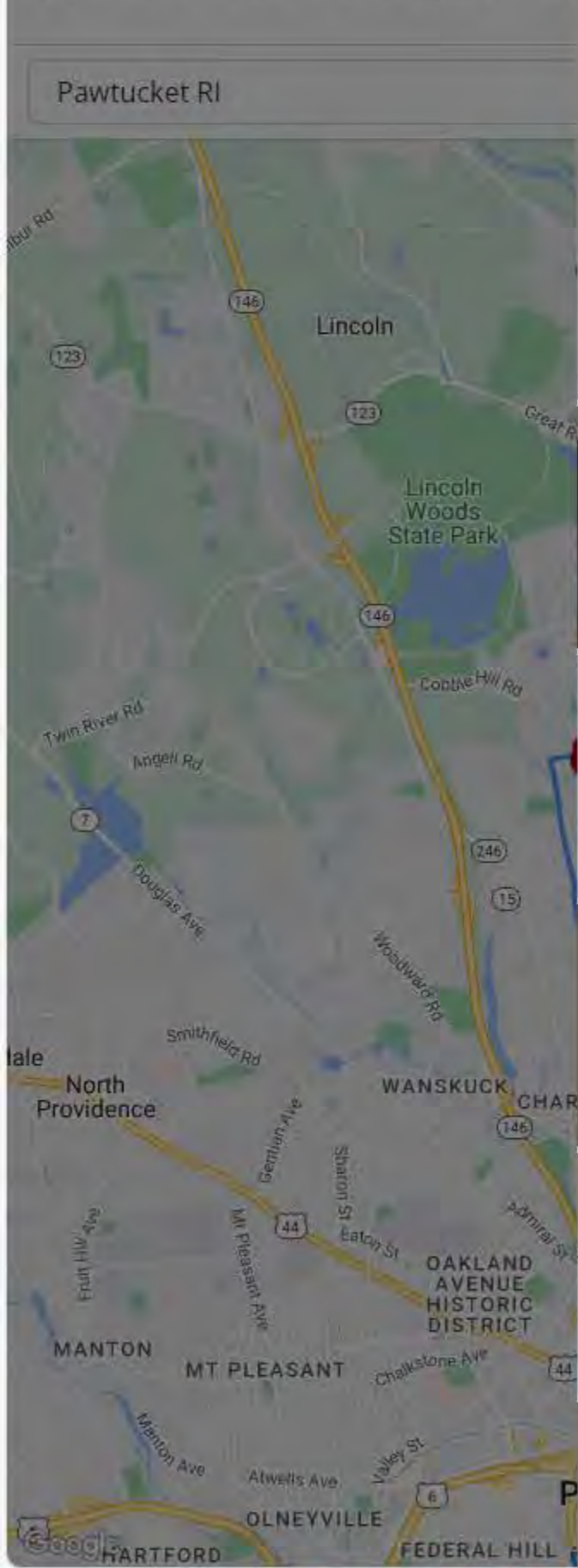
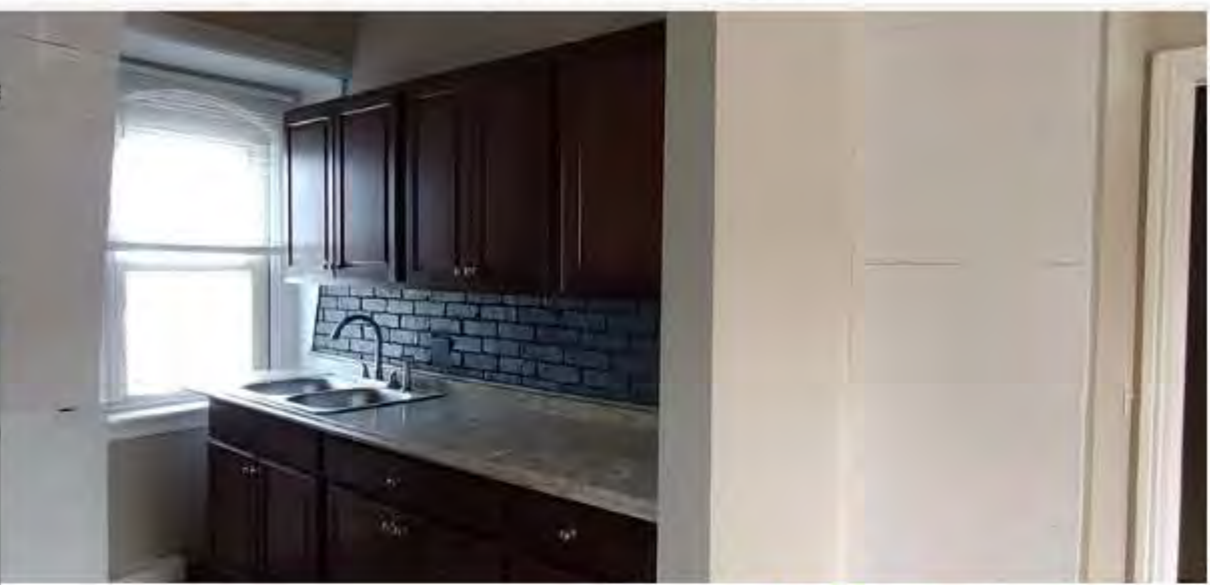
00,000

3 ba | 3,977 sqft - New construction
ern Hill Dr, Cranston, RI 02921
HOMES

s loft space

EXHIBIT BV

Buy Rent Sell Home Loans Agi



Zillow Edit Save Share More

3 bd | 1 ba | 1,500 sqft
192 Summit St #3R, Pawtucket, RI 02860
Off market
Zestimate®: None ? Rent Zestimate®: \$2,100
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price history

Date	Event	Price
12/4/2023	Listing removed	--
Source: Zillow Rentals Report		
11/25/2023	Price change	\$1,450 -3.3% \$1/sqft
Source: Zillow Rentals Report		
7/23/2023	Listed for rent	\$1,500 \$1/sqft
Source: Zillow Rentals Report		
6/11/2023	Listing removed	--
Source: Zillow Rentals Report		
5/31/2023	Price change	\$1,500 -14.3% \$1/sqft
Source: Zillow Rentals Report		
5/13/2023	Listed for rent	\$1,750 \$1/sqft

Rentals Advertise Help Sign In

Sort: Homes for You
Property listings with photos and details, including 'Multi-family home for...' and 'public green lot'.

EXHIBIT BW

Buy Rent Sell Home Loans Ag



West Warwick RI



Edit Save Share More

Rentals Advertise Help Sign In

2 bd | 1 ba | 900 sqft
 12 Fairview Ave APT 3, West Warwick, RI 02893
Off market
 Zestimate®: None ? | Rent Zestimate®: **\$1,494**
 Est. refi payment: \$ -- [Refinance your loan](#)

Home value Owner tools Home details Neighborhood details

Date	Event	Price
2/10/2024	Listing removed	--
Source: Zillow Rentals Report		
1/12/2024	Price change	\$1,400 -6.7% \$2/sqft
Source: Zillow Rentals Report		
11/8/2023	Listed for rent	\$1,500 +7.1% \$2/sqft
Source: Zillow Rentals Report		
10/13/2023	Listing removed	--
Source: Zillow Rentals Report		
10/5/2023	Listed for rent	\$1,400 \$2/sqft
Source: Zillow Rentals Report		
3/12/2022	Listing removed	--
Source: Zillow Rental Network_1 Report		
3/6/2022	Price change	\$1,400 +7.7% \$2/sqft

Sort: Homes for You

cut: \$50,000 (Jan 27)

9,000

4 ba | 2,750 sqft - Multi-family home for...
 Harris Ave, West Warwick, RI 02893
 CHACE SOTHEBY'S INTL

ys on Zillow

9,900

2 ba | 1,864 sqft - Multi-family home for...
 Eldon St, West Warwick, RI 02893
 SIDES REALTY

s loft space

EXHIBIT BX



Property Certificates ⓘ

Certificate Type
All

Street Number
12

Street Name
Fairview

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
201779	Lead Conformance-Interior/Exterior	12 FAIRVIEW AVE 1 WEST WARWICK RI 02893	7/14/2023	7/14/2025
201780	Lead Conformance-Interior/Exterior	12 FAIRVIEW AVE 2 WEST WARWICK RI 02893	7/14/2023	7/14/2025
201781	Lead Conformance-Interior/Exterior	12 FAIRVIEW AVE 3 WEST WARWICK RI 02893	7/14/2023	7/14/2025
201782	Lead Conformance-Interior/Exterior	12 FAIRVIEW AVE 4 WEST WARWICK RI 02893	7/14/2023	7/14/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT BY



Edit Save Share More

1 bd | 1 ba | 700 sqft
72 Highland St #2L, West Warwick, RI 02893
Off market
Zestimate®: None | Rent Zestimate®: \$1,462
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
5/31/2023	Listing removed	--
Source: Zillow Rentals Report		
1/7/2023	Listed for rent	\$1,400 +27.3% \$2/sqft
Source: Zillow Rentals Report		
12/28/2020	Listing removed	\$1,100 \$2/sqft
Source: Owner Report		
12/5/2020	Listed for rent	\$1,100 \$2/sqft
Source: Owner Report		

Public tax history

Tax history is unavailable.

Rentals Advertise Help Sign In

Sort: Homes for You

For Sale

Price: \$50,000 (Jan 27)

4 ba | 2,750 sqft - Multi-family home for...

Harris Ave, West Warwick, RI 02893

CHACE SOTHEBY'S INTL

For Sale

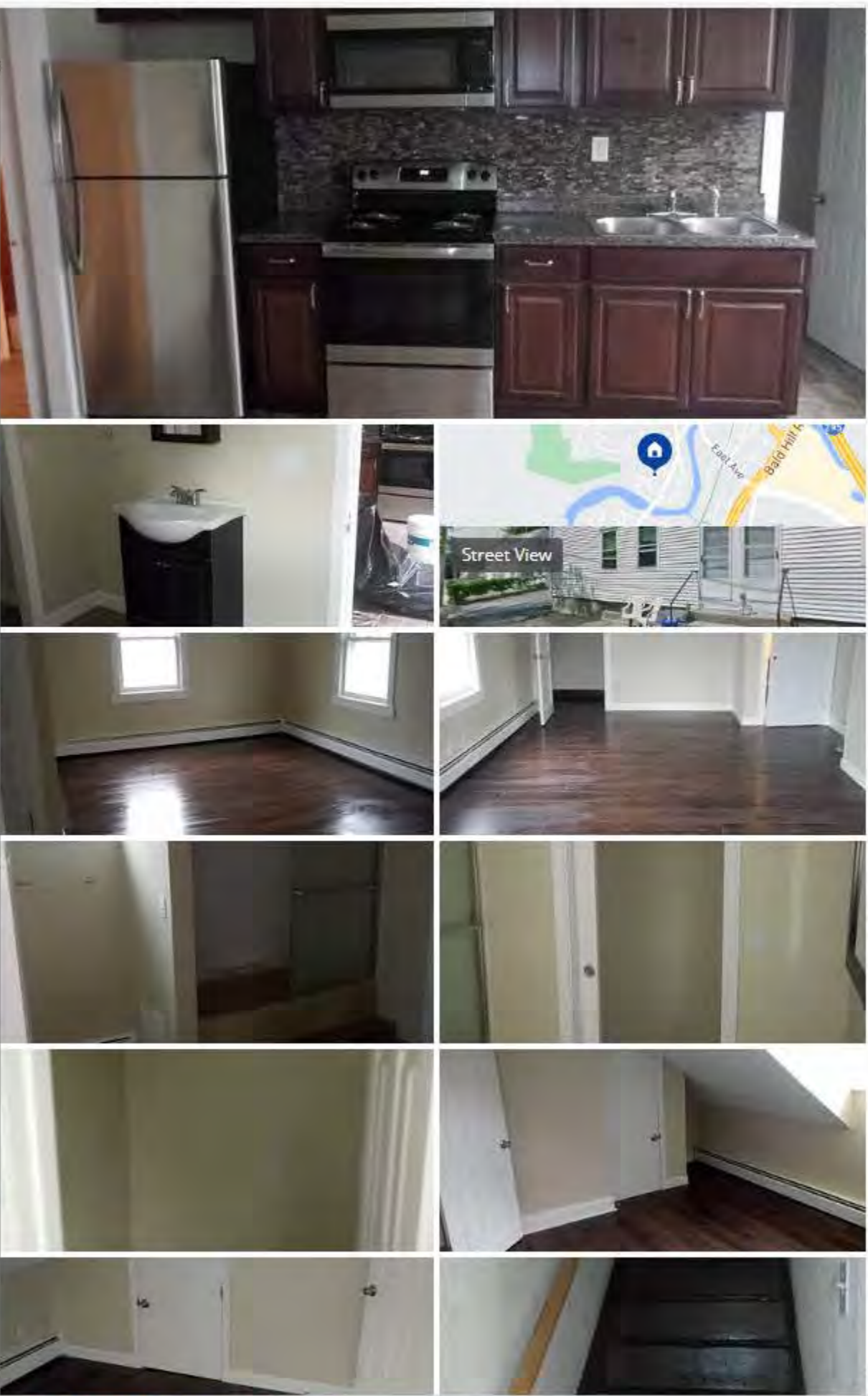
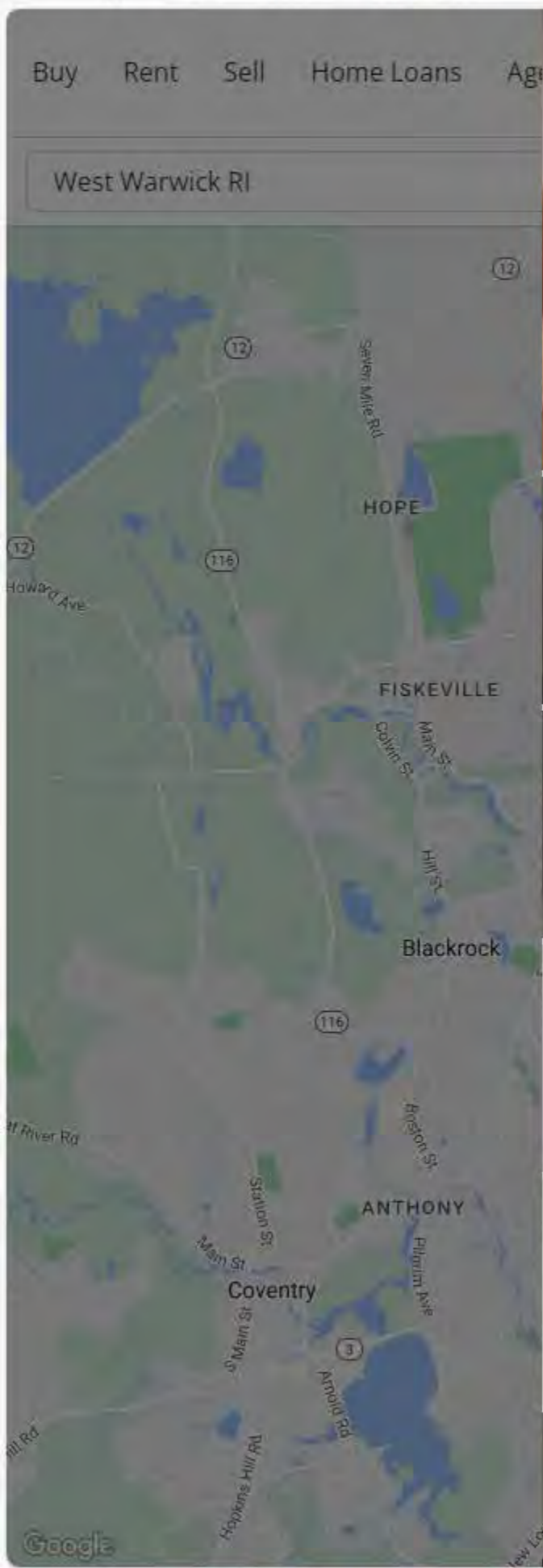
2 ba | 1,864 sqft - Multi-family home for...

eldon St, West Warwick, RI 02893

SIDE REALTY

loft space

EXHIBIT BZ



Edit Save Share More

4 bd | 1 ba | 1,200 sqft
7 Bowen Ct #2L, West Warwick, RI 02893
Off market
Zestimate®: \$295,000 | Rent Zestimate®: \$2,320
Est. refi payment: \$1,953/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Price and tax history

Price history

Date	Event	Price
9/3/2021	Listing removed	--
Source: Zillow Rental Network_1 Report		
8/2/2021	Listed for rent	\$1,750 \$1/sqft
Source: Zillow Rental Network_1 Report		

Public tax history

Tax history is unavailable.

Neighborhood: 02893

- Walk Score®**
40 / 100 (Car-Dependent)
- Bike Score®**
34 / 100 (Somewhat Bikeable)



Rentals Advertise Help Sign In

Sort: Default

00/mo

1 ba | -- sqft - Townhouse for rent

nd St FLOOR 2, West Warwick, RI 02893

50/mo

1 ba | 1,100 sqft - Apartment for rent

stly St 1stflr Updated 2b/1b Ssappliances...

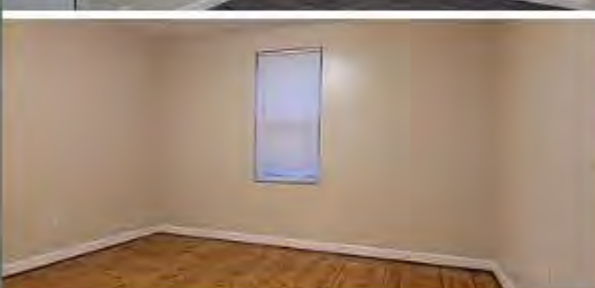
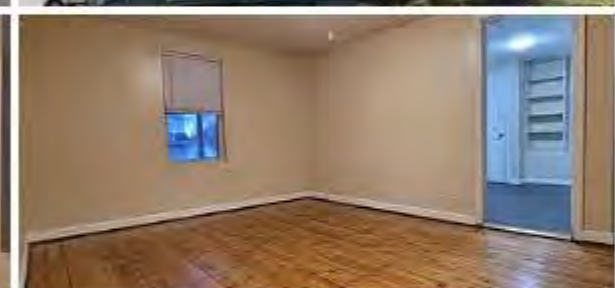
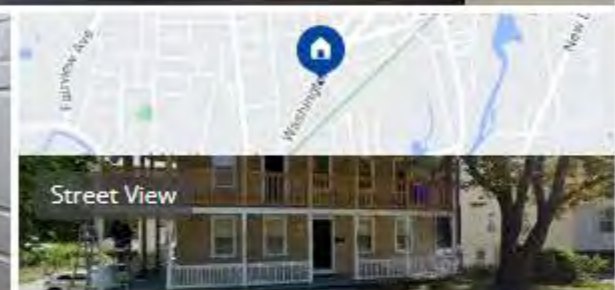
urs ago

EXHIBIT CA

EXHIBIT CB

Buy Rent Sell Home Loans

West Warwick RI



Edit Save Share More

3 bd | 1 ba | 1,000 sqft
306 Washington St APT 1, West Warwick, RI 02893

Off market
Zestimate®: None | Rent Zestimate®: \$1,500
Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Source: Zillow Rentals Report

7/2/2023 Listing removed --
Source: Zillow Rentals Report

6/1/2023 Price change \$1,500 -9.1%
\$2/sqft
Source: Zillow Rentals Report

5/26/2023 Price change \$1,650 -5.7%
\$2/sqft
Source: Zillow Rentals Report

4/27/2023 Price change \$1,750 +59.1%
\$2/sqft
Source: Zillow Rentals Report

4/6/2023 Price change \$1,100 -37.1%
\$1/sqft
Source: Zillow Rentals Report

4/6/2023 Listed for rent \$1,750
\$2/sqft
Source: Zillow Rentals Report

Hide

Public tax history

Tax history is unavailable.

Advertise Help Sign In

Sort: Homes for You

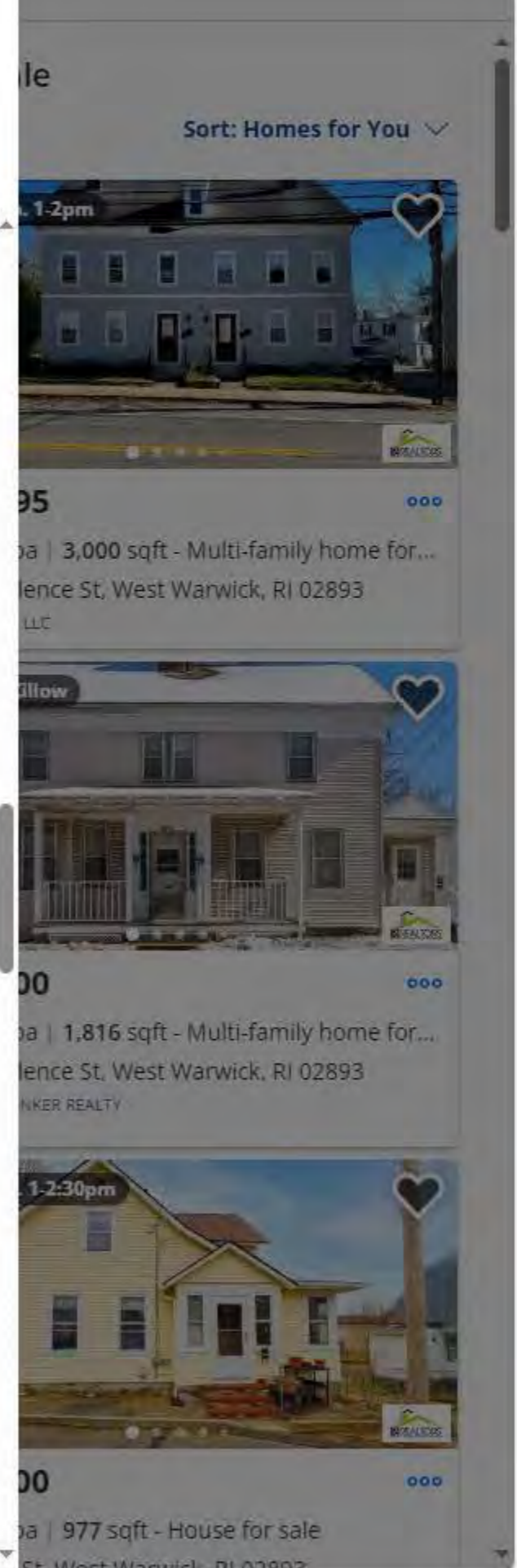


EXHIBIT CC



Property Certificates ⓘ

Certificate Type
All

Street Number
306

Street Name
Washington

City/Town
West Warwick

Certificate Issued
6/30/1940 11/22/3023

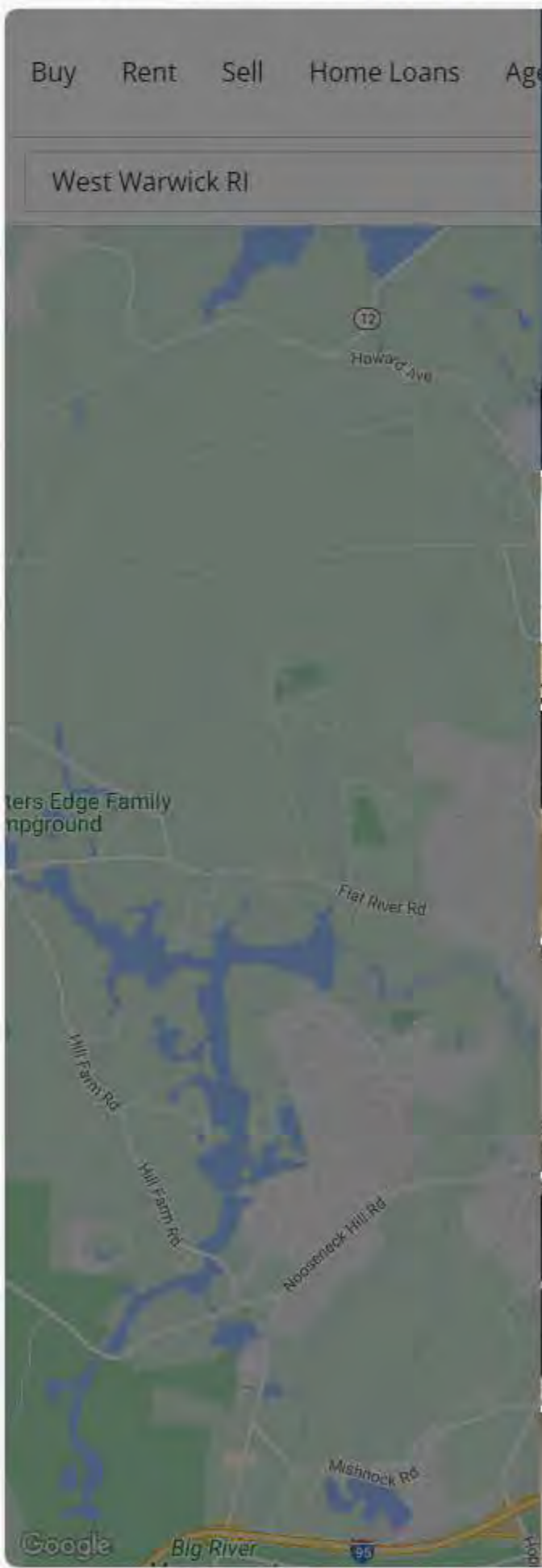
Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
136715	Independent Clearance Inspection (Legacy HRC)	306 WASHINGTON ST 1 WEST WARWICK RI 02893	6/25/2013	6/25/2015
136716	Independent Clearance Inspection (Legacy HRC)	306 WASHINGTON ST 1 WEST WARWICK RI 02893	9/16/2014	9/16/2016
199166	Lead Conformance-Interior/Exterior	306 WASHINGTON ST 1 WEST WARWICK RI 02893	5/1/2023	5/1/2025
207989	Lead Conformance-Interior/Exterior	306 WASHINGTON ST 1ST WEST WARWICK RI 02893	2/12/2024	2/12/2026
136717	Independent Clearance Inspection (Legacy HRC)	306 WASHINGTON ST 2 WEST WARWICK RI 02893	6/25/2013	6/25/2015
192574	Lead Conformance-Interior/Exterior	306 WASHINGTON ST 2 WEST WARWICK RI 02893	10/14/2022	10/14/2024
136718	Independent Clearance Inspection (Legacy HRC)	306 WASHINGTON ST 3 WEST WARWICK RI 02893	6/25/2013	6/25/2015
192575	Lead Conformance-Interior/Exterior	306 WASHINGTON ST 3 WEST WARWICK RI 02893	10/14/2022	10/14/2024
141044	Independent Clearance Inspection (Legacy HRC)	306 WASHINGTON ST B WEST WARWICK RI 02893	2/13/2014	2/13/2016
204616	Lead Conformance-Interior/Exterior	306 WASHINGTON ST BASEMENT WEST WARWICK RI 02893	10/24/2023	10/24/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT CD



Edit Save Share More

2 bd | 1 ba | 900 sqft
51 East St #1, West Warwick, RI 02893

Off market
Zestimate®: None ? Rent Zestimate®: \$1,500

Est. refi payment: \$ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
8/9/2022	Listing removed	--
Source: Zillow Rental Manager Report		
7/27/2022	Listed for rent	\$1,650 \$2/sqft
Source: Zillow Rental Manager Report		
3/12/2022	Listing removed	--
Source: Zillow Rental Manager Report		
3/6/2022	Price change	\$1,650 +10% \$2/sqft
Source: Zillow Rental Manager Report		
2/12/2022	Listed for rent	\$1,500 +87.5% \$2/sqft
Source: Zillow Rental Manager Report		
10/25/2014	Listing removed	\$800 \$1/sqft
Source: Owner Report		
10/3/2014	Listed for rent	\$800

Rentals Advertise Help Sign In

Sort: Homes for You

cut: \$50,000 (Jan 27)

9,000

4 ba | 2,750 sqft - Multi-family home for...
Harris Ave, West Warwick, RI 02893
CHACE SOTHEBY'S INTL

ys on Zillow

9,900

2 ba | 1,864 sqft - Multi-family home for...
eldon St, West Warwick, RI 02893
SIDE REALTY

s loft space

EXHIBIT CE



Property Certificates ⓘ

Certificate Type

All

Street Number

149

Street Name

Park

City/Town

Woonsocket

Certificate Issued

6/30/1940 11/22/3023



Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration_Date
173470	Independent Clearance Inspection (Legacy HRC)	149 PARK AVE 1 WOONSOCKET RI 02895	10/11/2019	10/11/2021
197506	Lead Conformance-Interior/Exterior	149 PARK AVE 1 WOONSOCKET RI 02895	3/14/2023	3/14/2025
173471	Independent Clearance Inspection (Legacy HRC)	149 PARK AVE 2 WOONSOCKET RI 02895	10/11/2019	10/11/2021
197507	Lead Conformance-Interior/Exterior	149 PARK AVE 2 WOONSOCKET RI 02895	3/14/2023	3/14/2025
173472	Independent Clearance Inspection (Legacy HRC)	149 PARK AVE 3 WOONSOCKET RI 02895	10/11/2019	10/11/2021
197509	Lead Conformance-Interior/Exterior	149 PARK AVE 3 WOONSOCKET RI 02895	3/14/2023	3/14/2025

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT CF



Property Certificates ⓘ

Certificate Type
All

Street Number
6

Street Name
Fletcher

City/Town
Central Falls

Certificate Issued
6/30/1940 11/22/3023

Clear Search

Back to Menu

Certificate Number	Certificate Type	Address	Certificate Issued	Expiration Date
187288	Lead Conformance-Interior	6 FLETCHER ST 1 CENTRAL FALLS RI 02863	2/21/2022	See note below
194535	Lead Conformance-Interior/Exterior	6 FLETCHER ST 1 CENTRAL FALLS RI 02863	12/15/2022	12/15/2024
206524	Lead Conformance-Interior/Exterior	6 FLETCHER ST 1ST CENTRAL FALLS RI 02863	12/21/2023	12/21/2025
187289	Lead Conformance-Interior	6 FLETCHER ST 2 CENTRAL FALLS RI 02863	2/21/2022	See note below
190513	Conditional	6 FLETCHER ST 2 CENTRAL FALLS RI 02863	11/23/2022	11/23/2024
187290	Lead Conformance-Interior	6 FLETCHER ST 3 CENTRAL FALLS RI 02863	2/21/2022	See note below
194536	Lead Conformance-Interior/Exterior	6 FLETCHER ST 3 CENTRAL FALLS RI 02863	12/15/2022	12/15/2024
28449	Lead Safe	63 FLETCHER ST CENTRAL FALLS RI 02863	11/17/2000	11/17/2002
28449	Lead Safe	63 FLETCHER ST CENTRAL FALLS RI 02863	5/3/2001	5/3/2003
28449	Lead Safe	63 FLETCHER ST CENTRAL FALLS RI 02863	9/5/2001	9/5/2003
121722	Independent Clearance Inspection (Legacy HRC)	63 FLETCHER ST 2L CENTRAL FALLS RI 02863	12/11/2010	12/11/2012
28993	Lead Safe	65 FLETCHER ST CENTRAL FALLS RI 02863	7/24/2001	7/24/2003
28993	Lead Safe	65 FLETCHER ST CENTRAL FALLS RI 02863	8/2/2001	8/2/2003

Note: Interior Only certificates are valid from the date they are issued until the following June 30.

EXHIBIT CG

Lead Poisoning

- ▶ About
- ▶ Information for
- ▶ Rhode Island Data
- ▶ Programs
- ▶ Contact
- ▶ Publications
- ▶ Regulations
- ▶ Partners

Find

- 🔍 Lead Professionals
- 🔍 Lead Inspectors
- 🔍 Lead Training Programs
- 🔍 Lead-safe Properties
- 🔍 Certificates of Lead Conformance
- 🔍 Disciplinary Actions

Lead Inspector Login
(for inspectors only)

Environmental Lead Professionals

Scroll to browse a list of licensed lead professionals ([Lead Contractors](#), [Lead Renovation Firms](#), [Lead Renovators](#), [Lead Supervisors](#), [Lead Workers](#)) or use the search bar.

Rhode Island

Total number of records : 666

Lead Contractor

Lead Renovation Firm

HARMONY DESIGN AND CONSTRUCTION LLC 2585 DIAMOND HILL ROAD CUMBERLAND, RI 02864	License No: LRF00323 Contact: 📞 (401) 286-9447
MODERN YANKEE BUILDERS INC 3433 DIAMOND HILL ROAD CUMBERLAND, RI 02864	License No: LRF00020 Contact: 📞 (401) 641-9457

Lead Supervisor

Lead Worker

Out of State results

Total number of records : 244

Lead Contractor

Lead Renovation Firm

Lead Supervisor

EXHIBIT CH

EXHIBIT C1

EXHIBIT B

AFFIDAVIT OF CINDY SINGLETON

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

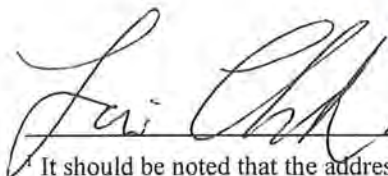
1. I am currently employed by the Rhode Island Department of Health (“RIDOH”). I have been employed by RIDOH for more than three years.
2. I currently hold the position of Assistant Health Program Administrator in the RIDOH Center for Healthy Homes & Environment.
3. Every rental unit in a pre-1978 non-exempt 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).

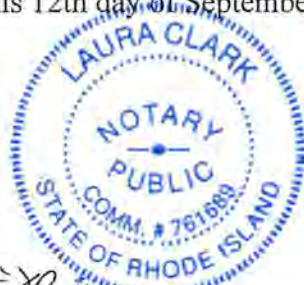
9. Owners are required to provide current tenants with copies of the Lead Inspector's independent clearance inspection report within seven (7) days of receipt. 860-RICR-00-00-2.5.5(A)-(B)
10. Work which disturbs lead paint or dust (any project on greater than 6 sq. ft. per interior room or 20 sq. ft. 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).

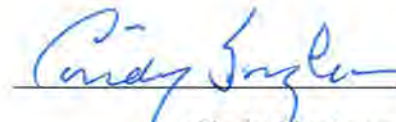
14. RIDOH considers Start Work Notifications to be essential to lead hazard mitigation because they allow RIDOH to ensure that the work is being performed safely, including with proper lead hazard containment as required by law, *see* 216-RICR-50-15-12.5.4, and acts as a mechanism to ensure that workers 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.

 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.

EXHIBIT C

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

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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.

C.A. No. PC-2023-02652

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

30(b)(6) DEPOSITION OF
ANURAG SUREKA

OCTOBER 30, 2023
9:30 A.M.

180 SOUTH MAIN STREET
PROVIDENCE, RHODE ISLAND

NICOLE REIS, CSR, RPR NO. 852392

APPEARANCES OF COUNSEL

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Riley M. O'Brien, Esquire
Leonard Giarrano
Laney Elliott

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(Exhibits A-F2 were attached to the original transcript.)

1 (DEPOSITION COMMENCED AT 9:59 A.M.)

2 DEPOSITION OF 30(b)(6)

3 OCTOBER 30, 2023

4
5 30(b)(6)

6 Having been first duly sworn, testified as follows:

7 THE REPORTER: Please state and spell your full name
8 for the record.

9 THE WITNESS: Anurag Sureka, A-N-U-R-A-G,
10 S-U-R-E-K-A.

11
12 EXAMINATION

13 BY MR. HOFFMANN:

14 Q. Okay. Mr. Sureka, can you please provide your
15 current personal address for the record?

16 A. 125 Endean Drive in East Walpole, Massachusetts
17 02032.

18 Q. And what is your business address?

19 A. 10 Dorrance Street, Providence, Rhode Island
20 02903.

21 Q. Okay. So, you know me, we've met before. I'm Keith
22 Hoffmann, I represent the State of Rhode Island in this
23 litigation including the Attorney General and the Department
24 of Health.

25 And I know you're kind of familiar with this process

1 from, at least in this case, those lead inspector
2 depositions, but I'll just refresh your recollection of how
3 depositions work; is that okay?

4 A. Sure.

5 Q. All right. So, I'm going to ask you some questions,
6 and the stenographer is going to transcribe them; okay?

7 A. (No verbal response.)

8 Q. Okay?

9 A. Yes.

10 Q. All right. And she's going to be writing down what
11 you say, so you need to give answers verbally, because she
12 can't record a head nod or a head shake or something like
13 that; okay?

14 A. Sure.

15 Q. Um, and, of course, because she's writing everything
16 down, you know, sometimes when people talk, they cut each
17 other off. It doesn't really work in a deposition, so we're
18 going to do our best to try not to cut one another off; okay?

19 A. (Witness nodding.)

20 THE REPORTER: Is that "yes"?

21 A. Yes. Sorry. Yes.

22 Q. And if you don't understand a question, please just
23 tell me, and I'll try to rephrase it, but if you do answer a
24 question, I'm going to assume you understood it; okay?

25 A. Yes.

1 Q. And if you don't hear a question, please just say
2 so, and we'll go over it again; okay?

3 A. Yes.

4 Q. And I said this earlier, but if you do need a break
5 at any point, just answer the question that's pending, and
6 then afterward, you could say, "Hey, look, I need to take a
7 bathroom break."

8 A. Yes.

9 Q. And I'll say "okay."

10 A. Yes.

11 Q. Sound good?

12 A. Yes.

13 Q. Okay. Are you taking any medication today, or is
14 there any other condition you have that might interfere with
15 your ability to testify?

16 A. No.

17 Q. Earlier you provided the name "Anurag Sureka" to the
18 stenographer; is there any other name that you've ever used
19 in your life besides the one you've just provided?

20 A. No.

21 Q. Have you ever been deposed before?

22 A. Once, I believe. It was in a -- I was a Plaintiff
23 in a real estate transaction.

24 Q. And how many years ago was that?

25 A. Roughly, two years.

1 Q. Okay.

2 A. I'm not sure a hundred percent.

3 Q. And do you remember the name of that case?

4 A. I don't remember.

5 It was a real estate transaction, and I don't know.

6 I was a Plaintiff, and case got dismissed.

7 Barry Cross was the Defendant.

8 Q. Okay. And so you've never been deposed as a
9 Defendant before?

10 A. No.

11 Q. Okay. And have you ever testified at a trial, or
12 before a court?

13 A. Possibly in the eviction case, like, you know, I
14 don't really recall the cause, but it might have been an
15 eviction case.

16 Q. Are there any particular trials or hearings that you
17 remember testifying in today?

18 A. No.

19 Q. Okay. So, without answering any -- without giving
20 me any information about conversations you had with your
21 attorneys, did you prepare for this deposition today?

22 A. With my attorneys; yes.

23 Q. And about how much time would you say you spent
24 preparing for the deposition?

25 A. Two hours.

1 Q. Two hours or so. Okay.

2 And how did you prepare, besides conversations with
3 your attorneys, how did you prepare for the deposition?

4 A. Reviewed the documents.

5 Q. Reviewing the documents. And which documents in
6 particular did you review?

7 A. The forwarded, the one you forwarded to us, and some
8 of the other documents, too, that was sent to a link to us
9 from, I think the town, or -- some of these documents.

10 Q. Okay. So, the documents that you reviewed were
11 documents that were produced to the state from Pioneer
12 Investments in response to the subpoena issued to Pioneer,
13 and then also documents that were produced by cities and
14 towns in response to the state's subpoena; is that right?

15 A. Browsed through it, skimmed through it. I really
16 didn't -- there was so much documents to go through.

17 Q. Okay. And you're aware that you're here today for a
18 Rule 30(b)(6) deposition; is that right?

19 A. I'm appearing for the deposition; I don't know the
20 rules, no. Sorry.

21 Q. So, in a Rule 30(b)(6) deposition, an individual
22 testifies on behalf of a corporate entity; does that sound
23 right to you?

24 A. Okay.

25 Q. So, you understand you're here today to testify on

1 behalf of Pioneer Investments, and not as Anurag Sureka as an
2 individual, correct?

3 A. Yes; now. I mean, I didn't -- I wasn't sure about
4 that before, but yes.

5 MR. HOFFMANN: Okay. I want to put today's
6 deposition notice in as Exhibit A.

7 Exhibit A Marked for ID

8 MR. HOFFMANN: I assume you've got it, but I'll pass
9 that over.

10 Do you have a copy of this?

11 (WITNESS PERUSING DOCUMENT)

12 Q. So, if you could turn to page 4 of that deposition
13 notice, do you see where it says "Schedule A"?

14 A. Yes.

15 Q. And I'm just going to read this for the record.

16 Under Number 1, and there's only one, under
17 paragraph Number 1, it says: "Repairs, remediation,
18 rehabilitation, mitigation, exterior and interior painting,
19 improvements of any kind, inspection, lead-safety status, and
20 Certificate of Lead conformance certification (or other
21 lead-safe designation) status of all properties owned by
22 Defendants, and leased or offered for lease, between June 6,
23 2023, and present"; did I read that correctly?

24 A. Yes.

25 (MR. KANDO ENTERS DEPOSITION)

1 Q. Okay. And so are you here on behalf of Pioneer
2 Investments, LLC, to testify with regard to those particular
3 issues today?

4 A. Yes.

5 Q. Okay. And you feel fully prepared today to be able
6 to testify about those, about those matters in the
7 Schedule A; is that right?

8 A. Yes.

9 Q. Okay. And, um, you understand from that Schedule A
10 that what we're really trying to hone in on here is matters
11 that have occurred after June 6, 2023; right?

12 A. Yes.

13 Q. And if I say just "June 6th" or "July 7th," you'll
14 understand that in the context of this deposition, I mean
15 June 6, or July 7, 2023?

16 A. Yes.

17 Q. Does that make sense?

18 A. Yeah.

19 Q. Okay. If you have any question about what year I'm
20 referring to, please just ask me; okay?

21 A. Yes.

22 Q. And, um, do you know why we chose the date, June 6,
23 for this particular deposition?

24 MR. CALETRI: Objection; speculation, but you can
25 answer I suppose.

1 A. Regarding the lawsuit?

2 Q. Right. So the lawsuit was filed on June 6; is that
3 correct?

4 A. Yes, sir.

5 Q. And when the lawsuit was filed on June the 6th, is
6 it fair to say that you began bringing a number of your
7 properties into compliance with the Certificate of Lead
8 Conformance requirement?

9 A. Yes.

10 Q. Okay. And these were properties that were not
11 formerly in compliance with that requirement, correct?

12 MR. CALETRI: Objection. You can answer.

13 A. What requirement?

14 Q. The Certificate of Lead Conformance requirement.

15 A. Yes.

16 Q. So these properties that you were bringing into
17 compliance were not formerly in compliance with a Certificate
18 of Lead Compliance requirement, correct?

19 MR. CALETRI: Objection. You can answer.

20 A. I think the requirement of CLC is not clear.

21 Q. Okay.

22 A. You know, as a landlord, when you sign a lease
23 agreement with a tenant, um, you provide a lead disclosure,
24 you provide the pamphlet, and there is a section that says
25 that, you know, "Do you have any reports for any lead?"

1 And then if you have a CLC, like a lead certificate,
2 you provide that; if you don't have a CLC, you keep it blank.

3 So, you know, regarding whether it was a required,
4 um, I didn't know that.

5 And I'm -- my understanding is that 95 percent of
6 the landlords in the State of Rhode Island don't know that,
7 because when we did research on properties in Rhode Island
8 with CLCs, um, on two of the -- one of the busiest streets,
9 you know, where we have properties, we have units, we found
10 out that there was 95 percent of the landlords, the
11 multi-family, providing there was some exempt properties,
12 didn't have CLCs. Ninety-five percent of them didn't have
13 CLCs; certainly over 90 percent.

14 So, the requirement would be something that I'm, I
15 believe, that most of the landlords are not aware of.

16 So, I just want to be clear that -- that it was not
17 in compliance, when you said it was not in compliance, that
18 was, it was not clear. The law is not clear. The landlords
19 are not clear about CLC requirement.

20 Q. Okay. So, there's a little bit to go through there,
21 so let me try.

22 You indicated that you looked at a block, and you
23 just said that 95 percent of the landlords didn't appear to
24 be in compliance the CLC requirement, correct?

25 A. We looked at two streets --

1 Q. Correct; yes or no?

2 MR. CALETRI: Objection. You can answer.

3 A. No.

4 Q. Okay. Explain why what I said is not correct.

5 A. So, we looked at two streets, um, one street on
6 Providence Street in West Warwick, a busy street, um, a long
7 street. And we also looked at um, Park Ave. in Woonsocket.
8 You know, lot of multi-families.

9 And we looked at, okay, 1978 buildings, because you
10 said 1978 buildings. So, it was, okay, let's pick out 1978
11 buildings, 1978 buildings and before.

12 And we said, okay, let's go to the Department of
13 Health website, look at all these buildings, do they have an
14 active lead cert or not? Active lead cert, or not.

15 At that time when the certs were pulled: Do they
16 have cert? If they were not expired and they had a cert, we
17 found out that over 90 percent -- it's actually more than 90
18 percent, but just as a reference, more than 90 percent,
19 95 percent didn't have, those landlords, those properties,
20 didn't have lead certs.

21 Q. Understood.

22 A. And the properties that had a lead cert, in that
23 unit, in that -- in that street, those two streets were
24 buying properties.

25 MR. HOFFMANN: Okay. And are you finished answering

1 the question now?

2 THE WITNESS: Yes. Sorry.

3 Q. Okay. And you earlier mentioned exceptions, that
4 there are, that there are properties that are exempt from the
5 Certificate of Lead Conformance requirement, correct?

6 A. Correct.

7 Q. And fair to say that you are not able to determine
8 whether any of those properties that did not have CLCs on
9 those blocks were exempt or not; is that accurate?

10 MR. CALETRI: I'm going to object; he never said
11 "blocks." You can answer.

12 THE WITNESS: Right. So...

13 MR. HOFFMANN: And can I, just to clarify: When I
14 ask a question that has a yes-or-no answer, you need to
15 provide a yes-or-no answer.

16 And if you or your attorney feels the need for you
17 to explain further, you know, later on in the day, then
18 you'll have that opportunity, but you just need to provide a
19 yes-or-no answer when I ask a yes-or-no question.

20 THE WITNESS: So --

21 MR. CALETRI: Wait until I'm done.

22 Objection to the direction. We're going to answer
23 the questions in conformance with the Rhode Island Rules of
24 Procedure, and not any directions.

25 You can answer.

1 THE WITNESS: I mean, unfortunately, there is not
2 always a yes-or-no answer, so I apologize, but I think there
3 is explanation needed, you know.

4 A. Um, as far as the exemption status, there are owners
5 of properties, quite possibly, which may be exempt, but the
6 percentage of those, you know, even removing them would not
7 increase a compliance from a three percent, you know,
8 compliance, to 80 percent compliance. It's going to probably
9 move that needle mathematically from three percent to maybe
10 five percent or six percent, because when you do a ratio,
11 right, you remove the denominator and the numerator at the
12 same time. If you remove exempt, you need to remove all
13 those properties that were part of that, ah, the set.

14 So, I mean, you know, there -- it's fair to say that
15 even if you, you know, calculate it mathematically, that even
16 though you remove the exempt part, it will be fairly
17 90 percent, over 90 percent, even more, that the landlords
18 with nonexempt properties wouldn't have CLCs.

19 Q. Okay. And that's your opinion?

20 A. That's the opinion from the data that I saw; yes.

21 Q. Okay. Now, you know what a Certificate of Lead
22 Conformance is; is that correct?

23 A. Sorry. Repeat it again.

24 Q. You know what a Certificate of Lead Conformance is;
25 correct?

1 A. Yes.

2 Q. And you knew that before June 6, 2023, as well,
3 correct; you knew what a Certificate of Lead Conformance was
4 before the filing of this lawsuit?

5 A. Yes.

6 Q. And I'm going to refer to them, I think we've
7 already gotten to this, but I'm probably going to refer to
8 Certificate of Lead Conformance as "CLC" today; is that okay
9 with you?

10 A. Yes.

11 Q. You'll know what I mean when I say "CLC"?

12 A. Yes.

13 Q. You'll know what I mean?

14 A. Yes. Yes.

15 Q. Okay. And there are other types of lead
16 certificates, correct, besides CLCs, or do you not know?

17 A. Lead-Safe.

18 Q. Yeah, Lead-Safe Certificates, Conditional Lead-Safe
19 Certificates, Lead-Free; do those all sound like lead
20 certificates?

21 A. Yes.

22 Q. Okay. So, if a property has some other type of
23 certificate, we'll try our best to use that terminology;
24 "CLC" will just be for the actual Certificate of Lead
25 Conformance --

1 A. Yes.

2 Q. -- that landlords are required to have --

3 A. Yes.

4 Q. -- when they're not exempt owners, or exempt owners
5 pre-'78; okay?

6 A. Yes.

7 Q. I just want to ask you a few questions about
8 Pioneer Investments, LLC, the company that you're here
9 testifying on behalf of today.

10 So, who owns, um, who owns Pioneer?

11 A. I'm the member of, sole member of Pioneer.

12 Q. So, there are no other shareholders or stockholders
13 of Pioneer?

14 A. Yes; that's correct. Sorry.

15 Q. And are you also the Chief Executive Officer?

16 A. There's no designation as Chief Executive Officer;
17 it's the LLC, and you're a member.

18 Q. And are you the sole manager?

19 A. Yes. Yeah.

20 Q. So, there are people who work for you at Pioneer,
21 people who work for you, Anurag Sureka, at Pioneer; is that
22 right?

23 A. Um, yes.

24 Q. But they are not managers, correct?

25 A. No.

1 Q. Okay. So everybody who works there is an employee
2 of Pioneer Investments -- -

3 A. We generally have --

4 THE REPORTER: Excuse me. Please let him finish the
5 question. Thank you.

6 MR. CALETRI: I'm going to object to the form, but
7 you can answer. Go ahead.

8 A. Please repeat the question.

9 Q. So everybody who works at Pioneer Investments is an
10 employee of Pioneer Investments in a nonmanagement
11 capacity?

12 MR. CALETRI: Objection; form. You can answer.

13 A. Pioneer doesn't have any employees; all
14 subcontractors.

15 Q. All subcontractors. Okay. Very good.

16 So, actually, then, Anurag Sureka is the sole member
17 of the LLC, but not an employee, so Pioneer really has no
18 employees; is that correct?

19 A. Yes.

20 Q. Okay. And we're going to go through some of the
21 folks who I'll just say the term, "work," for Pioneer, but
22 those folks are subcontractors; is that right?

23 A. Yes.

24 Q. Okay. Great. And what does Pioneer Investments
25 engage in the business of doing?

1 A. Buying and selling, buying and holding, and renting.

2 Q. And who does it buy and sell real estate to?

3 A. To investors, to buyers, homeowners.

4 Q. Okay. And who does it rent real estate to?

5 A. To renters; tenants.

6 Q. And does it rent to tenants and families with
7 children of all ages?

8 A. Yes.

9 Q. Okay. And including children under the age of
10 six?

11 A. Yes.

12 Q. Okay. Now, earlier today, we discussed some of the
13 documents that you reviewed to prepare for today; right?

14 A. (No verbal response.)

15 Q. Yes?

16 A. Yes.

17 Q. And you mentioned the documents that were produced
18 in response to the state's requests?

19 A. Yes.

20 Q. Now, in those documents there were communications
21 between Pioneer employees, Pioneer workers and yourself --

22 A. Yes.

23 Q. -- Anurag Sureka; is that right?

24 A. Yes.

25 Q. Is that every single document, um -- strike that.

1 This deposition and that production of documents was
2 asking only for things post-June 6, 2023, correct?

3 A. Yes.

4 Q. Okay. Are those documents related to the
5 communications, the full universe of all communications
6 between Anurag Sureka and any Pioneer subcontractors related
7 to the topics in the deposition notice?

8 A. I did my best to provide, you know, whatever was
9 asked from the maintenance sides of things, so anything that
10 is related to maintenance, and work done as per this, but
11 there may be conversations I might have missed.

12 Q. And so --

13 A. I can check, and we can provide that.

14 Q. And so you said there may be conversations you might
15 have missed?

16 A. Yes. For example: We have maintenance groups, you
17 know, for, like, mostly the conversation goes in maintenance
18 groups.

19 Q. Can you say that second one?

20 A. Maintenance. Maintenance groups.

21 Q. Groups. Okay. Got it.

22 A. So, those were from the work that was done, but
23 there may be, you know, one or two, possibly, chats related
24 to a subsection that was not in the subsection of work that
25 was done. May not be in the maintenance group.

1 Q. So, my understanding of how Pioneer works is that
2 there are kind of group chats that you, your team, um,
3 sometimes even tenants are on these chats; is that right?

4 A. Yes; you're right. Yes.

5 Q. So, one of these group chats is like a maintenance
6 group chat, correct?

7 A. Correct.

8 Q. And you're saying that there are other group chats,
9 as well, correct?

10 A. Other group chats. I mean, there are, there may be
11 an individual chat, which is not a group chat, might have
12 something. That was what I was trying to say.

13 Q. I see. So, it could be, like, between you,
14 Anurag Sureka, and Sharon --

15 A. Yeah.

16 Q. -- individually?

17 A. Yeah. I focused more on the maintenance ones
18 because there was a lot of data there.

19 Q. But there could be conversations documented?

20 A. Small conversations; yeah.

21 Q. Related to: "Repairs, remediation, rehabilitation,
22 mitigation, exterior and interior painting, improvements of
23 any kind," et cetera, all of the things listed in this
24 subpoena and the Schedule A for this deposition, there could
25 be documents related to those things; is that right?

1 A. Could be; yeah.

2 MR. HOFFMANN: Okay. You know, I will just note for
3 the record that the Schedule A, the topic of this deposition
4 does go beyond maintenance, correct?

5 THE WITNESS: Yes.

6 MR. HOFFMANN: Okay. So, obviously, you and your
7 attorney can work together to ensure that all the documents
8 that are responsive to the state's document requests are
9 provided; okay?

10 THE WITNESS: Uh-huh.

11 Q. So, did you, in preparing to respond to the state's
12 document request, it sounds like you went through the
13 maintenance group chat, correct?

14 A. Correct.

15 Q. Did you go through your individual conversations
16 with certain Pioneer subcontractors to determine whether they
17 were responsive to the state's requests?

18 A. I didn't go through all of them, because most of
19 these people are really not maintenance ones, so...

20 Q. Correct. Fair enough. But you said that you have
21 individual conversations with them, as well --

22 A. Yeah.

23 Q. -- that could be responsive, correct?

24 A. Could have some; yes.

25 Q. But you didn't know, because you didn't review

1 them?

2 A. I didn't review; no.

3 Q. Okay. Do you, um, keep notes on things related to
4 Pioneer: handwritten notes, notes in your cell phone; any
5 sort of notes?

6 A. No.

7 Q. No. I'll give you an example: I keep to-do lists;
8 do you ever make a to do-list?

9 A. Um, not really.

10 Q. Never?

11 A. To-do list? I don't generally do it, but it's
12 possible.

13 Q. Okay. Um, and there is a lead inspector,
14 Rosa Gonzalez; do you know that name?

15 A. Yes.

16 Q. And do you know who Rosa Gonzalez, lead inspector,
17 is?

18 A. She's the lead inspector.

19 Q. She has inspected a number of Pioneer properties; is
20 that right?

21 A. Yes.

22 Q. And provided Certificates of Lead Conformance for
23 those properties; right?

24 A. Yes.

25 Q. Has she ever provided to you any notes of work that

1 needs to be done on any properties?

2 A. No.

3 Q. Never?

4 A. No.

5 Q. Um, has she ever told you orally about work that
6 needs to be done on particular properties in order to bring
7 them into compliance?

8 A. Not me, personally.

9 Q. Okay. So, she would speak with a member of your
10 Pioneer team?

11 A. Yes.

12 Q. Who would she speak with?

13 A. John.

14 Q. John. Could you give me John's last name?

15 A. Um, McKinney.

16 Q. Okay. And so was John McKinney the point of contact
17 for all the lead inspectors?

18 A. No.

19 Q. He was the point of contract only for Rosa Gonzales;
20 is that correct?

21 A. Um, yes, mostly. He might have been also for Akin,
22 also.

23 Q. Akanji Akin[sic]?

24 A. Yeah.

25 Q. So, I just want to try to understand how it works

1 with the lead inspectors.

2 A. Yeah.

3 Q. So, could you tell me -- strike that.

4 When Pioneer determines that it needs to get a CLC
5 for a property and calls a lead inspector, could you walk me
6 through the process of how, um, how it goes about doing that,
7 all the way through obtaining a CLC?

8 A. Um, when the lead inspection is needed, then it's
9 either me or John, like, and depending on who it is, for
10 example: If it's with Akin, we would send a WhatsApp
11 message saying that, you know, "We have -- we need a lead
12 certificate on XYZ property; when are you available to do
13 it?"

14 He say, "Okay. I'm going to be available on
15 Tuesday," whatever time it is, this is how much it's going to
16 cost me, this is the time.

17 And then we set up a time Sharon, or somebody's
18 going to meet with them, and then they're going to review the
19 property and get the lead certificate.

20 Q. And sometimes work is needed to be done in order to
21 get the property into compliance, correct?

22 A. Yes.

23 Q. And sometimes that work is flagged by a member of
24 your team, correct?

25 A. (Witness nodding.)

1 THE REPORTER: Is that "yes"?

2 MR. CALETRI: You can't nod your head.

3 A. Can you repeat that?

4 Q. Sometimes the work that needs to be completed in
5 order to bring a property into lead-safe compliance,
6 sometimes that work is flagged, or understood, or realized by
7 a member of your team; is that fair to say?

8 A. When you say "flagged," by a lead inspector?

9 Q. No. A member of your team, and not a lead
10 inspector.

11 So, when I say "a member of your team," let me be
12 clear that when I say, "a member of your team," what I mean
13 is a subcontractor who Pioneer -- who is not a lead
14 inspector.

15 For example: Sharon, John, one of your maintenance
16 crews, et cetera; is that okay?

17 When I say "your team"; do you understand that?

18 A. Yes.

19 Q. So, times when work needs to be done to bring a
20 property into lead-safe compliance, sometimes a member of
21 your team simply does that work without a lead inspector ever
22 visiting the property, correct?

23 A. Is that in reference to when you call the lead
24 inspector, before that, or are you talking about an
25 inspection?

1 Q. Could be before or after.

2 Let me clarify: Sometimes a lead inspector visits a
3 property and says, "Hey, look, you need to replace these
4 windows in order to bring the property into compliance," for
5 example, correct?

6 A. Yes.

7 Q. And sometimes a lead inspector visits a property and
8 says, "I'm ready to issue a lead certificate, a CLC, for this
9 property"; is that correct?

10 A. Yes.

11 Q. And, um, sometimes, you know, that second
12 circumstance where the lead -- where the inspector is ready
13 to issue the CLC, sometimes before that, work has been done
14 at the property in order to get it ready for the inspection,
15 correct?

16 A. Yes.

17 Q. And so sometimes lead inspectors will never have
18 visited a property, um, to say, "Hey, look, Mr. Sureka, you
19 got to replace those windows," sometimes they'll just say,
20 "This one's ready to issue the certificate"?

21 A. Yes.

22 Q. But you might have employees, or you, yourself, go
23 to visit a property, and say, "Okay. I'm going to have a
24 lead inspection done, for example, on Tuesday. Here's work
25 that we need to get done on Monday to prepare for that lead

1 inspection"; right?

2 A. Yes.

3 Q. Do you have any documents related to that sort of
4 work that needs to be done: handwritten notes, um, cell
5 phone notes, um, that kind of, like, explains that work that
6 needs to be done, that your team needs to do in order to
7 bring a property to compliance; do you have those documents,
8 documents like that?

9 MR. KANDO: We're talking June inspection?

10 MR. HOFFMANN: Yeah, close to June 6. Excuse me.

11 A. So, generally, if all the lead inspection is done?

12 Q. Uh-huh.

13 A. There is always routine maintenance. That's part of
14 everything we do every day. So, if you know that there is a
15 lead inspection done, going to be done, then as part of the
16 routine maintenance, which means that going to the property,
17 checking the doors, and, you know, in good condition,
18 checking the flooring is in good condition, checking the
19 blinds in good condition, checking there is a touch of paint
20 needed, or there is, you know, you know, for example,
21 anything that relates to maintenance and lead inspection is
22 done before they come in.

23 So, it's not really about just painting, or just
24 windows, it's about, you know, when a lead inspection is
25 done, then, you know, you need to make sure that everything

1 is presentable, everything is -- is ready for it to be...

2 Q. Up to code compliant, correct?

3 A. To the code.

4 Q. Okay. So, that doesn't really answer my question,
5 and that's okay because I think what you're saying is: "I
6 don't necessarily have documents, because my team kind of
7 knows what they need to do in order to bring the property up
8 to compliance," correct?

9 A. Yes, and there's discussion there, okay, you know,
10 "We have a, you know, inspection, a certain date," for
11 example.

12 Q. And they know what they need to do?

13 A. They would go around and take a look; yes.

14 Q. Okay. And so there wouldn't necessarily be a to-do
15 list that says, "Paint the windows, paint the walls, clean
16 the apartment," because that's something that you routinely
17 do --

18 A. Yes, there's --

19 Q. Excuse me. That's something you would routinely do
20 before inspection; is that right?

21 A. Yes; there would be a discussion. There will be a
22 discussion that "this needs to be done," but there's -- we
23 have done so many now, that everybody knows what they're
24 doing.

25 Q. Understood. Understood.

1 A. Yeah.

2 Q. And the discussion would be oral, or potentially
3 over a chat?

4 A. Yeah. Yes.

5 Q. Okay. But it sometimes might be just a verbal
6 discussion; is that right?

7 A. Yeah, verbal discussion, you know.

8 Q. Okay.

9 A. Yeah.

10 Q. Okay. All right. So, going back to June the 6th,
11 the lawsuit gets filed, I understand you learn about it
12 through the media; is that correct?

13 A. Repeat that question.

14 Q. I understand that you learned about the filing of
15 the lawsuit, the initiation of the lawsuit, through the
16 media, is that correct, before being served?

17 A. Yes.

18 Q. Okay. And then you were served the Complaint; is
19 that right?

20 A. Yes.

21 Q. Okay. And without telling me, you know, what you
22 did, what you said, excuse me, I assume you called a lawyer;
23 is that right?

24 A. Right away when I got it?

25 Q. Well, at some point, you called a lawyer, correct?

1 A. Yes. Yes. Yes.

2 Q. And did you call any financial services
3 professionals or public media relations, or communications
4 professionals, excuse me, um, in relation to the filing of
5 the lawsuit?

6 A. You said "financial"?

7 Q. Financial services, public or media relations, or
8 communications professionals?

9 A. I was told to hire a public relation company, but I
10 did not.

11 Q. Who told you? If it was your lawyer, just --

12 A. Yeah, okay.

13 Q. Was it your lawyer?

14 A. It was -- I don't even remember. A lot of people
15 say a lot of things. I don't even remember.

16 Q. So, somebody told you to hire a public relations
17 firm, you said?

18 A. Yes.

19 Q. Did you call a public relations firm?

20 A. I think I called somebody in Pawtucket; I never
21 called them back.

22 Q. Do you know who that individual was, or firm was?

23 A. No, it was, I mean, I was just at an emotional
24 point, just called somebody; I didn't have any
25 conversation.

1 Q. And do you know what you talked with them about?

2 A. I didn't have any conversation.

3 Q. No conversation at all?

4 A. No.

5 Q. Why did you -- they didn't ask you any questions
6 when you called them?

7 A. I called them, they said they were going to get back
8 to me, and they called back to me, and I never returned their
9 phone call.

10 Q. Okay. And you don't remember the name of the firm
11 or group?

12 A. No. I mean, I can -- no, I don't remember, but...

13 Q. Okay.

14 A. It was not any material for me to follow up
15 anything.

16 Q. Okay.

17 A. So, probably a knee-jerk reaction.

18 Q. Okay. Um, just a couple of other post-June 6
19 general questions.

20 Your attorney produced to us a number of purchase
21 orders from Home Depot; right?

22 A. Yes.

23 Q. Why do you preserve those purchase orders,
24 generally?

25 A. Preserve?

1 Q. Why do you save them?

2 A. I'm sorry, I don't understand. What do you mean by
3 that?

4 Q. Well, I mean, some documents, my to-do lists, for
5 example, they're unrelated to work. I, you know, they go
6 away, they go in the trash, um, at some point or another, but
7 some documents I save.

8 Why is it you save those Home Depot receipts, or
9 purchase orders, or invoices; why do you save them?

10 A. I mean, it's there. It's on the -- I pull them up
11 to be able to prepare for this.

12 Q. Okay. Where did you pull them from?

13 A. From the site.

14 Q. From the Home Depot site?

15 A. Yeah.

16 Q. I see. So it's actually not a file, you just pulled
17 them from your Home Depot account, correct?

18 A. Yeah; based on this.

19 Q. Schedule A?

20 A. Schedule on properties, and looking at the
21 properties, going through the properties that, out of the
22 scope, not on the scope, you know.

23 Q. Understood.

24 A. Pull them up, you know, save them.

25 Q. Okay. And do you -- so there's no tax purpose for

1 these documents?

2 A. Of course; yes.

3 Q. Oh, so you pull them up around tax time?

4 A. Yes.

5 Q. To show what your cost of doing your business is,
6 correct?

7 A. Absolutely.

8 Q. And that's why they're all marked by the property?

9 A. They're generally not marked by properties, you
10 know, you figure them out.

11 Sometimes they're, you know, they, when you purchase
12 something, it's not necessarily marked as a particular
13 property, it could say "maintenance," for example, so you
14 figure out, you know, okay, which property.

15 Q. Which one?

16 A. Which one. It's not clear-cut, you know, sometimes,
17 but mostly it is, but...

18 Q. That's fair. And some of these, it's true, are not
19 clear-cut.

20 We might ask you about some of them today, but many
21 of them, we'll say, you know, Young Ave., for example, in
22 relation to the property on Young Ave.; is that right?

23 A. Exactly.

24 Q. Okay. Um, have you purchased any properties since
25 June 6th? Pioneer Investments.

1 A. Yes.

2 Q. You have. What properties has Pioneer Investments
3 purchased since June 6th?

4 A. I wouldn't be able to get an accurate answer now,
5 right now, because I have to go back and look at the -- I
6 have to look at it.

7 Q. Okay. And are these properties in Rhode Island?

8 A. Um, some could be in Rhode Island.

9 Q. Okay. And do you know -- um, so you don't even know
10 if any are in Rhode Island.

11 Are they in Providence?

12 Are they in Central Falls?

13 If you have no idea, just say you don't know.

14 A. I just don't know the exact dates. I know
15 properties I bought, I don't know the exact dates whether it
16 was before June 6, or after June 6.

17 Q. I see.

18 A. So, I mean, if I -- I mean, I don't want to guess,
19 but, I'm looking and thinking.

20 Q. Maybe it will help if I rephrase the question.

21 Are there any properties that you purchased, like,
22 around June 6th?

23 If you are going a couple of months before, I don't
24 think -- you know, we can easily figure that out.

25 I'm just trying to determine whether there are any

1 properties that you don't know about that Pioneer owns in
2 Rhode Island.

3 A. I didn't buy a lot of properties after June 6th, and
4 I'm trying to figure out even if I bought anything in Rhode
5 Island after June 6th.

6 Um, let me see.

7 MR. HOFFMANN: If you don't know, you can just say
8 you don't know.

9 A. I don't know. I mean, there may be none, and there
10 may be one or two.

11 Q. Okay.

12 A. I just, you know, it doesn't come to my mind right
13 now that there is any, but there may be one or two I missed.

14 Q. Okay. That's fine.

15 Um, Pioneer is a lead renovation firm, correct, a
16 licensed lead renovation firm?

17 A. Pioneer -- Pioneer's a lead renovation firm from a
18 licensed perspective, and I did a training back in 2019.

19 Um, but Pioneer has never, ever marketed as lead
20 renovation firm, never acted as a lead renovation firm, and
21 never performed any work as a lead renovation firm.

22 It was a training that I went through, they had
23 some, bunch of papers, you know.

24 Q. Understood. And this is an eight-hour training; is
25 that right?

1 A. I believe it was an eight-hour training. You went
2 there, and a bunch of papers to license, and, you know.

3 Q. And in that training, you learned about, um, how to
4 do a lead test on paint; is that right?

5 A. I mean, it's been a while, I don't remember exactly.

6 Q. Okay. And do you remember if you learned about how
7 to put up staging in order to protect, um, to section off
8 areas where lead renovation work is being done?

9 A. I'm sure. I don't necessarily remember. It's been
10 four years.

11 Q. And you learned about the risks of lead poisoning in
12 that eight-hour course?

13 A. Yes.

14 Q. And did you ever take a three-hour, what's called a
15 "Lead Awareness Seminar"?

16 A. Yes.

17 Q. And do you know when, approximately, when you took
18 that three-hour lead awareness seminar?

19 A. That would be a long time ago. That would be,
20 probably, I mean, this is speculation, but it could be in
21 2012 and '14.

22 Q. So, and that was when you first kind of began, um,
23 engaging in real estate investment; is that right?

24 A. That's correct.

25 Q. Okay. And so do you remember the content of that

1 three-hour lead awareness seminar?

2 A. No. That's -- that's, like, 11 years ago, I can't
3 remember that.

4 Q. So, you wouldn't remember if that seminar included
5 information about the Certificate of Lead Conformance
6 requirement, for example?

7 A. I don't remember. I mean, that's 11 years ago.

8 Q. Okay.

9 A. Ten years.

10 Q. Sorry, just to clarify: You, Anurag Sureka, took
11 that lead seminar, correct?

12 A. Yes.

13 Q. Not a designee, for example?

14 A. No; I just started out.

15 Q. Yeah. Got it. Okay.

16 So, going back to June 6th, have you had any tenant
17 turnover in any of your Rhode Island units since June the
18 6th?

19 A. A lot.

20 Q. A lot. And would you be able to, um, tell me today
21 which tenants, which units had tenant turnover after
22 June 6th?

23 A. I mean, that's -- I mean, it's been maybe, like,
24 three and a half months. In three and a half months, there
25 was a lot of turnovers. I mean, each unit, I mean, there

1 were a lot.

2 Q. There were a lot. So, if I wanted to learn which
3 units had tenant turnover, how would I, how would you go
4 about determining which units have had turnover?

5 A. We're going to look at people who moved out.

6 Q. Where would you find those documents?

7 A. Buildium.

8 Q. Buildium?

9 A. Yeah.

10 Q. Can you spell that for me?

11 A. B-U-I-L-D-I-U-M.

12 Q. And what is Buildium?

13 A. It's a property management software; a portal for a
14 tenant and a landlord.

15 Q. Okay. And does that -- and Buildium is a system
16 that you've used at least since June the 6th, 2023, and prior
17 to that, as well?

18 A. Yes.

19 Q. Yes. And in that system, information on, of course,
20 a tenant is collected; is that right?

21 A. Yes.

22 Q. And then is the lease, the lease that you have with
23 the tenant, included in that system?

24 A. We have started adding that. You know, earlier, it
25 wasn't, like, as organized.

1 Q. So, after June the 6th, you started adding the
2 lease?

3 A. No; I'm not saying June 6th.

4 We've been adding, you know, we've been making, you
5 know, it could be six months, it could be one year, whatever
6 it is, but...

7 Q. You started adding lease agreements to it?

8 A. Yeah.

9 Q. And, so --

10 A. Now we're doing e-leases, so there is no need for,
11 um, any paper leases. We used to do paper leases.

12 Q. Uh-huh.

13 A. Now everything is digital.

14 Q. When did you start doing the digital leases?

15 A. Um, approximately, about a month ago.

16 Q. Okay. Very recent?

17 A. Yeah. A month ago, two; something around there.

18 Q. And do all of your tenants have leases?

19 A. Month-to-month leases.

20 Q. Month-to-month leases. Okay. And so all of your
21 tenants have month-to-month leases as opposed to annual
22 leases?

23 A. Correct. We don't sign annual leases, just
24 month-to-month.

25 But, there are also cases where a tenant, we buy a

1 property, and we don't have any leases because, you know, in
2 some cases we, we either never did a month-to-month lease,
3 um, and there's no lease document. So, the rent, if there's
4 \$800 in rent, it just says, "\$800," without a lease
5 agreement.

6 Q. And do you ever assume the lease of a prior owner?

7 A. Sometimes we don't get a lease, and the answer is
8 yes, where you have a case, tenant has a lease agreement with
9 a prior owner, and a lot of cases where we buy properties
10 as-is, in as-is condition, meaning, like, you -- it is what
11 it is, you know.

12 Q. Including with a tenant or not?

13 A. With a tenant or not.

14 So, they would, they would not have a lease; they
15 were not obligated to provide a lease.

16 Q. Understood. Okay. So, Buildium is what you would
17 use in order to determine whether, you know, new tenants have
18 come in, old tenants have moved out since June the 6th,
19 correct?

20 A. Yes.

21 Q. Okay. Sitting here today, if I went through a list
22 of all of your apartments and said, "Has this one had
23 turnover," will you be able to tell me the answer to that
24 question?

25 A. Yes.

1 Q. Every single property?

2 A. I can try to do my best.

3 MR. HOFFMANN: Do your best, okay.

4 Just seeing if it's going to be worthwhile for me to
5 do that.

6 If it was just going to be in Buildium, that would
7 be fine.

8 THE WITNESS: I can try that.

9 MR. HOFFMANN: Well, we'll see if we we're going to
10 go through some properties today, and we'll do our best to
11 determine whether there's been turnover in any of them.

12 Q. So, um, when the units turn over after June the 6th,
13 what is Pioneer's process for getting the apartment ready for
14 somebody else to rent it?

15 A. Most of the time people leave trash, um, we go in,
16 clean the, remove the trash, um, make sure that, you know,
17 the unit is in habitable condition, which is basically check
18 and make sure that lights are working, make sure the flooring
19 is not ripped, make sure the appliances don't need to be
20 changed, make sure the toilet is working, make sure, you
21 know, there is, you know, touch-up paints needed or not.

22 Make sure there is, you know, a door, you know, when
23 the tenant moved out was damaged, and, you know, you need to
24 fix the door, replace the door.

25 Um, check the, you know common areas, outside and

1 inside, um, for the blinds, make sure the smoke detectors are
2 working.

3 Pretty much, you know, routine turnover checklist, I
4 guess.

5 Q. Is there an actual checklist?

6 A. Hmm?

7 Q. Is there an actual checklist that your team uses?

8 A. There is a rental checklist we use sometimes, but
9 not everybody uses it, you know, as a reference point.

10 Q. Okay. And you said that there's painting done, you
11 described it as touch-up paint, correct?

12 A. Yeah, painting. Yeah.

13 Q. Um, is it -- do they just repaint the unit, does
14 your team repaint the unit, or do they just go up to spots on
15 the wall that are scratched and repaint those spots?

16 A. We generally try to do, repaint the unit.

17 Q. The entire unit?

18 A. If -- if -- so, yeah. There are cases where the
19 tenant has moved out, like, you know, from the paint color
20 that we used, and we don't know if it's actually the same
21 paint that we used in the past.

22 And if the condition of the walls are in decent
23 condition where all the walls doesn't need to be cut in, or
24 the trims doesn't need to be cut in, then we -- we basically,
25 um, do spot, you know, touch-ups.

1 In cases where we think that there's blue, and
2 black, and whatever, you know, paint colors, then we use a
3 standard color, you know, and paint the entire apartment,
4 paint the trim, paint the walls.

5 Q. And, sorry, you were saying where the wall doesn't
6 need to be cut in, or the trim doesn't need to be cut in?

7 A. Cut in, meaning, like, you know, you just, with a
8 roller, you cut in (witness gesturing).

9 Not, like, with a knife.

10 Q. So, can you -- you were just making a hand motion;
11 can you kind of describe what you mean by "cut in" with the
12 roller?

13 A. Not a roller, with a brush. So, you -- I have to
14 explain it?

15 Q. Please. Please, yes.

16 A. So, if you have a trim right here, and if you see
17 the trim is actually brown; right?

18 Q. Uh-huh.

19 A. And you don't want to -- you don't want to have the
20 paint spill over, the brown paint, so what you do is you cut
21 in.

22 "Cut in," meaning, you make a line around this, the
23 entire room, and then you use a roller to roll the walls.
24 (witness gesturing/demonstrating).

25 Q. I see.

1 A. I mean, it's a process, a painting process.

2 Q. And there are members of your team who do this work,
3 correct?

4 A. Yeah.

5 MR. HOFFMANN: Okay. We haven't gone through the
6 members yet; this is probably a good time to do it.

7 Q. Who worked for you doing this sort of work after
8 June the 6th?

9 A. Um, there is, Luis, um, Spencer, Jay, um, Mark. Who
10 else is there?

11 Q. John?

12 A. John. I mean, he doesn't necessarily do painting,
13 that's the reason I didn't bring up his name, but you can add
14 John, you know, if you want to add John.

15 Q. Sharon?

16 A. Sharon doesn't do painting. Kamal.

17 Q. Can you spell that for me?

18 A. K -- I don't know. K-A-M-A-L or K-A-M-A-A-L.

19 Q. Okay.

20 A. Hmm...

21 Q. Anybody else?

22 A. Trying to think.

23 There's another Luis.

24 I believe that's the -- that's it.

25 Q. That's the team?

1 A. Yeah.

2 MR. HOFFMANN: Okay. I'm going to go through those
3 names, and spell them, and get the last names.

4 Q. First Luis, is that L-E-W-I-S --

5 A. Luis, I think --

6 Q. -- or is it L-O-U-I-S?

7 A. L-U-I-S.

8 Q. L-U-I-S?

9 A. I believe so.

10 Q. And do you know his last name?

11 A. Calderon, something.

12 Q. C-A-L-D-E-R-O-N; does that sound right?

13 A. I believe so; yeah.

14 Q. Spencer, S-P-E-N-C-E-R?

15 A. Parson; yeah.

16 Q. Parson, P-A-R-S-O-N?

17 A. Yeah.

18 Q. Jay, J-A-Y?

19 A. Jay, J-A-Y; yeah.

20 Q. Okay. And is that his full name or a nickname?

21 A. I believe it's a full name. Jay, I don't know his
22 last name, Igo, I-G-O, I believe.

23 Q. I-G-O.

24 A. Oh, actually, Tyler. I forgot to mention Tyler.

25 Q. We'll get to Tyler.

1 Mark, is that M-A-R-K or M-A-R-C?

2 A. I think "K."

3 Q. And do you know Mark's last name?

4 A. I don't know, actually.

5 Q. Okay. And Kamal, you said, was K-A-M-A-L or
6 K-A-M-A-A-L; is that right?

7 A. Yeah.

8 Q. And do you know Kamal's last name?

9 A. I think, Alasomen, or something like that.

10 Q. Could you spell that for me?

11 A. I mean, A-L-A-S-O-M-E-N, Alasomen, yeah.

12 Q. Second Luis?

13 A. Yeah.

14 Q. Do you know how to spell his name?

15 A. Travis.

16 Q. But before that, before the last name, how is it,
17 L-U-I-S?

18 A. L-U-I-S, I believe.

19 Q. Okay. And the last name?

20 A. I -- I don't know. Travis?

21 Q. T-R-A-V --

22 A. I'm just guessing all this.

23 Q. Go ahead. Just try this.

24 A. T-R-A-V-I-S.

25 MR. HOFFMANN: We're not going to hold you to the

1 spellings. I don't think half the people here know how to
2 spell my last name.

3 Q. Tyler, what was his -- sorry. How do you spell his
4 first name?

5 A. Tyler, T-Y-L-E-R, Greenwood.

6 Q. G-R-E-E-N-W-O-O-D?

7 A. I think so.

8 Q. Okay. So, we're going to leave John and Sharon to
9 the side for a moment, because you said they generally don't
10 do painting?

11 A. No.

12 Q. What's Sharon's --

13 A. Crowther, C-R-O-W-T-H-E-R.

14 Q. And John, you said, it was McKinney?

15 A. John McKinney.

16 Q. And how do you spell McKinney?

17 A. M-C-K-I-N-N-E-Y, I believe.

18 Q. Okay.

19 A. There's another guy, Jorge.

20 Q. Jorge, does he do painting?

21 A. He does painting, yeah.

22 Q. George[sic]?

23 A. J-O-R-G-E.

24 Q. G-E-O?

25 A. J, J-O-R --

1 Q. Got it. J-O-R-G-E. And how do you spell his last
2 name? If you know.

3 A. Luz, L-U-Z.

4 Q. L-U-Z. Perfect.

5 MR. HOFFMANN: Okay. If there's anybody else you
6 forgot, just tell me later, even if it kind of comes up,
7 comes to you in a moment, um, even when we aren't talking
8 about it.

9 Q. All right. So, these are the people who are the
10 members of the team, they are what you described as
11 "subcontractors"; is that right?

12 A. Correct.

13 Q. Do they work for you full time?

14 A. They work for other people, too.

15 Q. They work for other people, too.

16 Okay. So, are they, um -- roughly, how many hours a
17 week do these folks work for you, each? If you know.

18 A. It all depends, I think, yeah, some are more, some
19 are less.

20 Q. So, could you describe the process to me by which
21 you, and I'm going to give an example: You have a tenant who
22 moves out, you need to get the unit prepped for a new tenant.

23 How do you get one of these members of your team to
24 get the unit ready for the new tenant?

25 A. So, let's say, you know, you, somebody moves out at

1 Prospect Ave., or Prospect Street, you know, call Tyler, say,
2 you know, "Go there."

3 I'm just giving you an example.

4 Q. Uh-huh.

5 A. "Go there, look at what needs to be done, and then
6 go to Home Depot, and get the money, and get it ready."

7 Q. So, just so I understand, does Tyler go to the unit
8 to see what needs to be done, or do you go to the unit?

9 A. No, I don't really go to there, but we have a
10 discussion.

11 Q. I see.

12 A. So, we always have a discussion of -- not always,
13 but we have a discussion, and he goes there.

14 "Okay. What needs to be done?" Discuss what needs
15 to be done.

16 "Okay. There's four planks, you know, missing," or
17 "this needs to be painted," or "the flooring is missing."

18 They go to Home Depot, get money, I approve it, and
19 go back to the job and get started.

20 Q. So, Tyler, for example, does he have keys to your
21 apartments?

22 A. Yes. So, what we do is, we have, once a tenant
23 moves in -- moves out, sorry, it changes to a master key.

24 Q. Who changes is?

25 A. Sharon.

1 Q. Sharon. Sharon goes to the apartment, changes it to
2 a master key, and Luis, Spencer, Jay, Mark, Kamal, Luis,
3 Tyler, Jorge, they all have master keys?

4 A. Most people have master keys.

5 Q. Most people. Who doesn't have a master key?

6 A. Luis Travis.

7 Q. But if they don't have a master key, they'll go pick
8 one up?

9 A. They would contact Sharon.

10 Q. They would contact Sharon. All right.

11 And do Sharon -- Sharon and John and Jorge work, and
12 the other names I mentioned: Luis, Spencer, Jay, Mark,
13 Kamal, Tyler, Jorge, coordinate the work?

14 A. You said, "Coordinate the work"?

15 Q. Coordinate, yeah, or do you do that yourself?

16 A. Yeah, it's a combination. It's a combination. It's
17 teamwork.

18 Q. And are the members, I want to know how to describe
19 these folks in shorthand: Luis, Spencer, Jay, Mark, Kamal
20 Luis, Tyler, and Jorge, what a good short: Your maintenance
21 team?

22 A. Yes.

23 Q. Your maintenance team. Okay.

24 So, when you contact a member of your maintenance
25 team, do they ever say, "I can't do it, I'm working on

1 another job," or do they just get going and do the work for
2 you?

3 A. Yeah, if they're at another job and can't go there
4 to do the job, they finish that job, and go do another job.

5 Q. I see. And John and Sharon, they're a little bit
6 different than your maintenance team; right?

7 A. Yes.

8 Q. They help to coordinate the work with the
9 maintenance team along with you, correct?

10 A. Yes.

11 Q. And they also, after June 6, at least, were working
12 with tenants, as well; they have direct contact with
13 tenants?

14 A. Sharon has direct contacts with tenants.

15 Q. John does not?

16 A. John may not have all direct contacts; no.

17 Q. And do John and Sharon have other employers?

18 A. John -- yes.

19 Q. They do?

20 A. Yes.

21 Q. Who else does John work for; do you know?

22 A. He's a subcontractor; I have no idea what his other
23 customers are.

24 Q. And Sharon?

25 A. Sharon has another job.

1 Q. What's her other job?

2 A. I -- I don't know what's her other job. I didn't
3 ask, "Where do you work for another job"?

4 Q. Okay. Um, so a new tenant comes in, you take a
5 security deposit from them; is that right?

6 A. Yes.

7 Q. And is that one month's rent, generally?

8 A. Yes.

9 Q. Okay. And you give them a copy of their lease
10 agreement?

11 A. It could be a prorated rent, or it could be a month
12 rent, depending on when they move in.

13 Q. That makes sense. And you give them copies of keys,
14 correct?

15 A. Yes.

16 Q. And do you give them anything else?

17 A. They have to sign the -- the lease and the forms,
18 and once it's signed, then they get the keys and they move
19 in.

20 Q. Do you give them anything else?

21 A. No.

22 MR. HOFFMANN: Okay. I'm going to mark this State's
23 Exhibit B.

24 Exhibit B Marked for ID

25 Q. Have you ever seen this before?

1 A. Yes.

2 Q. What is this document?

3 A. "Protect Your Family From Lead in Your Home."

4 Q. Do you give this to your tenants?

5 A. Yes.

6 Q. And you've been giving this to every tenant who's
7 taken possession of a unit since June 6th, correct?

8 A. And before.

9 Q. And before. So, since you became a landlord, you've
10 given a copy of this document, or a precursor -- this
11 document is dated December 2018; do you see that?

12 And you think documents like this existed before
13 that; right?

14 A. Yes.

15 Q. And you always gave these documents to all of your
16 tenants; is that right?

17 A. Yes.

18 Q. And do you, um, do you append it now to the e-lease;
19 do you append this document to the e-lease?

20 A. We don't append it, we, ah, we -- we send a link to
21 the prospective tenant, and they review the document online.

22 They, once they reviewed it, they initial the form,
23 the letter form in the appropriate section, um, and they get
24 a copy, we get a copy, and then the lease is signed, and they
25 sign the lease.

1 Q. Okay. Understood. I'm just trying to understand
2 when this, "Protect Your Family from Lead in Your Home"
3 document, when is that given to the tenant?

4 A. Before they move in.

5 Q. I see. So, after they have signed the lease, but
6 before they move in, this document is provided to them?

7 A. No; before they sign the lease.

8 Q. Before they sign the lease. Okay.

9 So, there is an e-lease, you said a link gets sent
10 to the tenant.

11 At what point does somebody hand them this "Protect
12 Your Family From Lead in Your Home" document?

13 A. We send them a link; it's not handed over.

14 Q. You send them a link to this document; is that
15 correct?

16 A. Yes.

17 Q. I see. So, in the -- I'm just trying to understand.

18 A. Yes.

19 Q. So, an email goes to the tenant that says, "Here is
20 the link to Buildium where you're going to review your
21 e-lease"; is that right, or no?

22 A. A link, a notification is sent to them for all the
23 forms they need for them to move in, including the e-lease.

24 So, there will be a link for, you know, there would
25 be a link for this document, for example.

1 They would look at it, they review it, they will --
2 a disclosure document, they review it, they sign it. They
3 get an e-lease document, they review it and sign it.

4 Q. I see. Okay. So, this -- this document is
5 provided, you know, a link to this document is provided to
6 the tenants, along with the link to the e-lease?

7 A. Link or email, yeah. You know, it's through the
8 portal, so, I mean, you know.

9 Q. The Buildium portal?

10 A. Yeah.

11 Q. Okay.

12 A. And if people don't have the, you know, some people
13 don't have email, so then you provide the hand -- the hand
14 document.

15 Q. Do you maintain any sort of, um, record of who has
16 gotten this document, the "Protect Your Family From Lead in
17 Your Home" document?

18 A. Yes.

19 Q. You do. Where is that record maintained?

20 A. It's in Buildium.

21 Q. In Buildium. So, if a tenant doesn't have email,
22 would there still be a record in Buildium that a tenant got a
23 "Protect Your Family From Lead in You Home" document?

24 A. No.

25 Q. So, if a tenant doesn't have email and you provide

1 this "Protect Your Family From Lead in Your Home" document to
2 them, do you maintain a record that you've provided the
3 document to them?

4 A. So, before a month ago when we started this lease,
5 there was no, I guess, um, we would upload, we would upload
6 the lease document with the forms, but I'm not sure it's a
7 hundred percent updated in Buildium.

8 Q. So, sometimes this document would be uploaded to
9 Buildium, but sometimes not, correct?

10 A. If a handwritten one, yeah, the handwritten one.
11 The handwritten documents.

12 Q. Handwritten lease?

13 A. Handwritten lease; yeah.

14 Q. All right. Your maintenance team: Luis, Spencer,
15 Jay, Mark, Kamal, Luis, second Luis, Tyler, "George" or
16 Jorge, um, do any of them have any sort of lead-related
17 licensing?

18 A. Um, I think some of them went to, some went to the
19 training class.

20 Q. Some went to the training class?

21 A. Yeah.

22 Q. The lead renovation firm training class?

23 A. Yeah.

24 Q. Do you know which ones?

25 A. Um, I believe, um, let's start with them -- with

1 each one of them.

2 Q. Sure. Luis?

3 A. Yes.

4 Q. Calderon?

5 A. Luis Calderon, yeah.

6 Q. So you think he is a lead renovator?

7 A. Now, yeah.

8 Q. As of after June 6th?

9 A. I don't know exactly when he did the class.

10 Q. After the filing of the Complaint?

11 A. Yeah, maybe in August somewhere, I think.

12 Q. Spencer Parson?

13 A. No.

14 Q. Jay Igo?

15 A. Yes.

16 Q. After June the 6th?

17 A. Yes.

18 Q. So he didn't have the certification before, but now
19 he does?

20 A. Yes.

21 Q. Okay. Mark?

22 A. Yes.

23 Q. He took the -- he's now a lead renovator? To your
24 knowledge.

25 A. He did the class, yeah.

1 Q. And "the class," we're talking about the lead
2 renovation firm class?

3 A. Yeah, yeah, yeah.

4 Q. So, he's a certified lead contractor; is that right?
5 Or, actually, he's certified for lead renovation firm; is
6 that right? Or lead renovator.

7 A. I mean, he did the class, so...

8 Q. The eight-hour class?

9 A. He did the class.

10 Q. Let's just specify "the class."

11 THE WITNESS: You mention three different
12 classifications: Contractor, renovation firm, renovator, so
13 I just want to make sure that he did --

14 MR. HOFFMANN: Very true. So, I don't know, and I'm
15 not sure if you do, but we can go through this.

16 I'm trying to figure out which class, and how --

17 A. RPR[sic] class. RPR class.

18 Q. The RRP class?

19 A. RRP class, yes. Sorry.

20 Q. Got it. Okay. So, Kamal?

21 A. Yes.

22 Q. Did he take the RRP class after June the 6th?

23 A. Yes.

24 Q. Okay. And Luis? The second Luis.

25 A. No.

1 Q. He did not take a class, to your knowledge, after
2 June the 6th?

3 A. He recently started.

4 Q. Okay. Tyler?

5 A. Yes.

6 Q. He took the class after June the 6th?

7 A. Yes.

8 Q. And Jorge, or "George" Luz, he took the class after
9 June the 6th, or no?

10 A. He, I think, already had a class.

11 Q. Okay. So, he's the only one who had taken the
12 class, perhaps, before June the 6th; is that right?

13 A. I -- I'm not sure. I don't want to answer. Yeah, I
14 don't know when he took it.

15 He's, you know, he does a lot of different things,
16 and, you know, he's not like a core maintenance kind of a
17 team, but he does, you know, a lot of work for me.

18 MR. CALETRI: I apologize, I don't mean to
19 interrupt. Who are we talking about?

20 MR. HOFFMANN: That was Jorge Luz.

21 MR. CALETRI: I missed the name. Thank you. All
22 right.

23 Q. So, a lot of these workers got the certification,
24 and we're talking about the eight-hour RRP certification
25 after the June the 6th; is that correct?

1 A. Yes.

2 Q. And did you ask them to do that?

3 A. Yes.

4 Q. Okay. Do John and Sharon have any lead-related
5 certifications?

6 A. John has, I think.

7 Q. And what does John have?

8 A. I believe RPR -- RRP.

9 Q. RRP?

10 A. Yeah.

11 Q. And he got that after June the 6th?

12 A. Yeah.

13 Q. So, in your opinion, are any of these men: Luis,
14 Spencer, Jay, Mark, Kamal, Luis, Tyler, Jorge; are any of
15 them working as lead renovators when they do work on Pioneer
16 units?

17 A. No; they are maintenance folks.

18 Q. And why did you have them get the certification?

19 A. To have all the certifications. You know, it's good
20 to know about things, you know.

21 Q. Okay. Have you, Pioneer Investments, or anyone who
22 is a subcontractor for Pioneer Investments, ever taken, with
23 the exception of a lead inspector, ever taken a lead test in
24 any of the units that Pioneer owns?

25 A. I've never done a lead test.

1 Q. So, you, Anurag Sureka, have never done a lead test;
2 right?

3 A. No.

4 Q. I'm just clarifying. You have never done a lead
5 test, correct?

6 A. No.

7 Q. Is that --

8 A. Oh, yes. Yes. Yes.

9 Q. Okay. And has anyone that works for Pioneer
10 Investments, besides the lead inspector, ever done a lead
11 test of a unit that Pioneer owns?

12 A. What kind of lead test?

13 Q. There are multiple types of lead tests. It could
14 be, you know, one of the 3M lead tests that you break the
15 vile, it could be a dust wipe test, it could be a test where
16 you take a paint chip and send it off to a lab; any of those
17 types of lead tests?

18 A. I don't recall. I don't know that.

19 Q. Okay. So who would I speak with who might be able
20 to lead me to the answer to that question?

21 A. Sharon.

22 Q. Sharon. So Sharon might know who did lead tests,
23 besides lead inspectors, at Pioneer properties?

24 A. Yeah.

25 Q. Did you speak with Sharon in preparation for this

1 deposition?

2 A. We talk about issues, maintenance and other stuff.
3 I haven't talked to her today.

4 Q. So, in order to get the answer to the question of
5 whether lead testing has ever been done by a Pioneer agent,
6 besides a lead inspector, I would have to rely on either
7 documents, or other Pioneer employees, not you today; is that
8 right?

9 A. Yes.

10 Q. Okay. Have you hired any lead-certified
11 contractors, lead contractors? Which is a different type of
12 certification, obviously.

13 MR. CALETRI: Just so we're clear on the time frame:
14 This is June 6, to the present, because I'm thinking you were
15 just asking questions that went back a long time, but you can
16 ask the question as you want.

17 THE WITNESS: Well, I answered a lot of questions
18 that were before June 6.

19 MR. HOFFMANN: Yeah.

20 MR. CALETRI: That's why I'm clarifying now.

21 MR. HOFFMANN: And you did start to answer before I
22 finished asking the question.

23 Q. Since June the 6th, have you hired any
24 lead-certified contractors, lead contractors?

25 A. No.

1 Q. Have you hired any lead renovation firms since
2 June the 6th?

3 A. No.

4 Q. Okay. Have you -- does Pioneer own a HEPA?

5 THE WITNESS: So, let me clarify.

6 MR. HOFFMANN: Please.

7 THE WITNESS: I'm not sure if Jorge is a lead
8 renovation or not.

9 MR. HOFFMANN: He may or may not be?

10 THE WITNESS: Yeah.

11 Q. Okay. Does Pioneer own a HEPA vacuum?

12 A. People who work for Pioneer, I'm guessing, owns HEPA
13 vacuums; yes.

14 Q. But you don't know?

15 A. I mean, I'm not physically there, yes, no, I don't
16 know, but, I mean, you know, it's -- with good certainty, I
17 would say that there would be a HEPA vacuum, yeah.

18 Q. I'm going to run through a list here of some items,
19 and ask if Pioneer has purchased any of these since
20 June 6, 2023; okay?

21 Protective eyewear for workers; have you purchased
22 any of that?

23 A. Um, I need to look at my receipt, but, you know,
24 it's possible.

25 Q. Paint? Painter's gloves?

1 A. Yes.

2 Q. Coveralls for painters; have you purchased that?

3 A. Coverall, meaning?

4 Q. They're like a jumpsuit, kind of, white jumpsuits.

5 A. Possibly.

6 Q. Possibly. N100 respirators?

7 A. Yes. I don't know, N100 respirator. I mean, I
8 bought respirators, I don't know exactly which one.

9 Q. And do you require all of your workers to wear N100
10 respirators when they're doing renovation or painting or
11 repair work in Pioneer units?

12 A. Do I require them for all the above?

13 Q. Yes.

14 A. It depends on the job. I mean, if it's regular
15 maintenance activities, you don't need -- you're not going to
16 wear jumpsuits, and, you know, and go around, you know, and
17 do stuff. That's not needed.

18 You know, so, there is a -- there is a, you know,
19 a -- there's certain jobs I'm guessing, you know, you would,
20 you would do that

21 Q. So, you guess that if a job required a worker to
22 wear Personal Protective Equipment, you're guessing that they
23 would wear that equipment?

24 A. Yes.

25 Q. But you don't require it, because these

1 worker -- you wouldn't say, "Hey, Jay, you have to do this,"
2 and is that because Jay is, in your mind, a subcontractor?

3 A. He's a subcontractor. And, also, you know, he's
4 doing routine maintenance, actively, so they're not
5 required.

6 Q. So you would only require it if you believed that
7 the federal RRP Rule required it; is that right?

8 A. Yes.

9 Q. Okay. So, are you familiar with the Renovation,
10 Repair and Painting Rule, the federal rule that I just
11 referenced?

12 A. Um, can you rephrase, redo that?

13 Q. Sure. We were talking before about the -- yeah, we
14 were talking before about RRP class; right?

15 A. Yeah.

16 Q. And do you know what "RRP" stands for?

17 A. Renovation, repair, and painting.

18 Q. Yes. And are you familiar with the, with the
19 Federal US Environmental Protection Agency?

20 A. Yes.

21 Q. And are you aware that that agency created a rule
22 called the Renovation, Repair and Painting Rule, or RRP
23 Rule?

24 A. Yes.

25 Q. And that that rule relates to the maintenance of

1 pre-'78 rental units?

2 A. Renovation of units, not maintenance.

3 Q. Okay. So, are you -- fair enough.

4 A. That's why it's called "Renovation, Repair and
5 Paint"; it doesn't say maintenance.

6 Q. That's fair. Is the rule related to the renovation,
7 repair, and painting of pre-'78 rental units?

8 A. Yes.

9 Q. Okay. And, so, um, I'm going to refer to that as
10 the "RRP Rule" going forward; is that okay?

11 A. Yes.

12 Q. Okay. And do you know when the RRP applies to
13 projects that Pioneer does?

14 A. Um, yes.

15 Q. What sorts of projects does the RRP Rule apply to?

16 A. Major renovation projects.

17 Q. Give me an example: What sorts of projects does RRP
18 apply to?

19 A. If you're doing, you know, maintenance to your work,
20 you know, painting and stuff.

21 Q. So, let's break out that painting piece, then,
22 right, because it's the Renovation, Repair and Painting Rule;
23 right?

24 A. Yes.

25 Q. So, what sort of painting work is covered by the

1 RRP Rule?

2 A. If there's, you know, more than 20 square feet
3 outside.

4 Q. Then you would be required to abide by the RRP Rule;
5 right?

6 A. Yes.

7 Q. Do you know the interior painting rules?

8 A. Yes.

9 Q. Okay. So, how many square feet of paint must be
10 disturbed in order for the RRP to apply to interior work?

11 A. Six feet.

12 Q. Okay. So --

13 A. Per room.

14 Q. Per room; right. Okay.

15 Now, when the RRP applies, do you know what your
16 obligations are as a landlord?

17 A. No.

18 Q. No. Okay. So fair to say, though, that you have
19 obligations when the RRP applies; is that right?

20 MR. CALETRI: Objection, you can answer.

21 A. Yes.

22 Q. You just don't know what they are, sitting here
23 today; right?

24 A. Yes.

25 Q. Okay. Now, you said that the RRP Rule will apply

1 when more than, with regard to painting, when more than six
2 square feet of interior paint, painting is being done on a
3 pre-'78 rental; unit is that right?

4 A. Disturbed.

5 Q. Tell me what "disturbed" means to you.

6 A. It if there's more than six square feet of chipping
7 paint, or, you know, lead paint, presumably.

8 I mean, you can paint the entire room and you
9 wouldn't disturb anything, as long as it's, there's six
10 square feet per room is, you know, intact.

11 Q. So, your opinion of the application of the RRP Rule
12 is that, that it only will apply when there is more than, for
13 example, six square feet of chipping and peeling paint in a
14 room that you paint over; is that right?

15 A. No.

16 Q. Explain, please.

17 A. If you're disturbing more than six square feet,
18 let's say if you try to scrape more than six square feet per
19 room, if you're painting over the chipping, the RRP wouldn't
20 apply.

21 If you disturb it, if you scrape it, if you remove
22 it, then the RRP, from my understanding, would apply.

23 Q. So, I just, I want to make sure I heard that right.

24 If you're painting over chipping and peeling paint,
25 more than six square feet of chipping and peeling paint in a

1 room, you don't think the RRP will apply, it will only be if
2 you're scraping or removing the chipping paint first; right?

3 A. That's my understanding.

4 Q. And, so, you have -- we've covered your
5 understanding of the painting rule; is there any
6 understanding of when the painting rule will apply?

7 A. No.

8 Q. Okay. I want to go over the renovation and repair
9 piece.

10 Do you know what sorts of activities the rule
11 applies to with regard to renovation and repair?

12 A. Anything that disturbs the paint.

13 Q. Anything that disturbs the paint?

14 A. Disturbs the lead, you know, over certain square
15 feet.

16 Q. Um, over how many square feet?

17 A. Six square feet per room.

18 Q. So, your understanding, let's say as an example, if
19 a worker brings in a buzzsaw, and takes a buzzsaw to five
20 square feet of interior painted surface, would the RRP Rule
21 apply in that situation, or not? As an example.

22 MR. CALETRI: I'm going to object. You can answer.

23 A. My understanding is no.

24 Q. So, I'm just trying to clarify with that example.

25 You believe that the RRP Rule, in your opinion, will

1 never apply unless more than six square feet are being
2 disturbed?

3 A. Because they -- correct, because it's considered
4 routine maintenance.

5 MR. HOFFMANN: Okay. Should we take a break? It's
6 been an hour and 20; how are you doing?

7 THE WITNESS: I'm good.

8 MR. HOFFMANN: You're good?

9 MR. CALETRI: Let's take five, and be back here at,
10 you know, a little after 11:25.

11 (RECESS FROM 11:21 TO 11:29 A.M.)

12 MR. HOFFMANN: Okay. So, we were talking about the
13 RRP Rule. I had a couple of just quick clarifications.

14 MR. CALETRI: I'll say this before we go on, it's up
15 to you.

16 He mentioned to me that he wanted to clarify one of
17 his answers to a question.

18 MR. HOFFMANN: Okay. Let's come back to that.

19 MR. CALETRI: Okay. Just, if you want to let him,
20 you can.

21 MR. HOFFMANN: Yeah, I just want to first understand
22 the team that we're talking about, the team that do any sort
23 of work on Pioneer units.

24 THE WITNESS: Yes.

25 MR. HOFFMANN: Any sort of work, not just painting,

1 I want to make sure I have a full list.

2 Q. So, are the people that we've been talking about:
3 Luis, Spencer, Jay, Mark, Kamal, Luis, second Luis, Tyler,
4 Jorge Luz, are those the people that do any sort of work on
5 Pioneer units, or are there other people that do other sort
6 of work for you?

7 A. Any sort of work? I mean, there are other people,
8 too, yeah.

9 Q. Okay. So, could you explain who the other people
10 are, and what sort of work they do?

11 A. They are electricians, plumbers who do plumbers'
12 work, there's, I mean...

13 Q. Any others?

14 A. I mean, there are fire, you know, there's a fire
15 company who does, you know, inspections on fire alarm panels.

16 I mean, the list -- I have to remember all this
17 stuff, but yeah, I mean...

18 Q. Okay. So, there are lots of other people who do
19 work at Pioneer?

20 A. Yeah, but they're not the -- yeah, exactly.

21 Q. Could you tell me, the people who we called "the
22 maintenance team," what sort of work do they do?

23 A. All sort of work, um, you know.

24 Q. They don't do electrical work; right?

25 A. No.

1 Q. They don't do plumbing work; right?

2 A. I mean, minor plumbing work, minor, you know,
3 changing a faucet, changing a toilet, you know.

4 Q. And they don't do the fire alarm certification work;
5 right?

6 A. No, no, no.

7 Q. So what sort of work do they do, besides painting?

8 A. Putting the flooring, changing the blinds, um,
9 putting a door.

10 Q. If there's ceiling drywall or paneling that needs to
11 be replaced; does this team do it?

12 A. Yes.

13 Q. Okay. The holes in the walls that need to be
14 patched over; does this team do it?

15 A. Yes.

16 Q. Okay. Kitchen renovation that needs to be done;
17 this team does it?

18 A. Yeah; putting in cabinets, if needed, painting the
19 cabinets.

20 Q. Bathroom renovation that needs to be done; does this
21 team generally do it?

22 A. Bathroom is a big order, but yeah, let's say
23 flooring needed to be put in, you know, medicine cabinets;
24 yes.

25 Q. All right. Good. Door replacements?

1 A. Yes.

2 Q. Sanding work?

3 A. Sanding?

4 Q. Sanding?

5 A. Oh, there's another floor guy who does the hardwood
6 floorings, sanding.

7 Q. Got it. If any work needs to be done to, you know,
8 I was thinking of a door, you know, make the door, you know,
9 fit properly by sanding it down or something like that, that
10 would be this team?

11 A. Yeah, yeah, yeah. It's this team; yup.

12 MR. HOFFMANN: Okay. You said that there was a
13 clarification that you wanted to provide about, maybe RRP?

14 THE WITNESS: No. No. It's not RRP, it was about,
15 I think you asked me who did -- was there a lead test done?

16 MR. HOFFMANN: Yes. Thank you. I want to come back
17 to that, too.

18 THE WITNESS: I believe, I believe he may have
19 bought the online test back at the time, and, um, I'm not
20 sure whether he, we did it or not. It was a preventive kind
21 of measure to see, you know, the lead test.

22 Q. So somebody may have bought the little vile lead
23 test?

24 A. No. The Amazon stuff, you know, go to Amazon for a
25 lead test.

1 Q. Some sort of an online lead testing kit, you
2 received it; is that right?

3 A. Yeah.

4 Q. But you never used it?

5 A. I don't remember ever using it, or if there was any,
6 anything that came out of it.

7 Q. Okay. Were there -- do you have any records that
8 have been maintained about the results of the lead test?

9 A. No. No. No.

10 Q. And you're saying you don't remember if you used it;
11 is that right?

12 A. We bought the test, yeah, we -- because I believe
13 the standards are so different between a lead, lead, actual
14 lead inspector does the test, because it's more accurate,
15 it's more, you know, if you do the outside lead test, you
16 know, the proportion's very different, so it's -- it was not
17 meaningful.

18 Q. Okay. The question I wanted to ask about the lead
19 test, you know, what we were trying to understand is whether
20 any subcontractor, worker of Pioneer, including yourself,
21 Anurag Sureka, had done any sort of lead test on any Pioneer
22 property at any time? That was the question.

23 A. I don't think so.

24 Q. And I listed a few types of lead tests; right?

25 A. Yeah.

1 Q. Do you know what an XRF gun is?

2 A. It's a gun you point out to get...

3 Q. And it tests the amount of lead in paint; right?

4 A. Yes.

5 Q. And Pioneer's employees, independent contractors,
6 et cetera, besides lead inspectors, have never used an
7 XRF gun on Pioneer properties, correct?

8 A. No.

9 Q. Okay. Let's talk a little bit more about CLCs.

10 So, we talked about how Pioneer came into, brought a
11 lot of units into CLC compliance after June the 6th of this
12 year; is that right?

13 A. Yes.

14 Q. And you indicated, in your opinion, you didn't think
15 that CLCs were required all the time before June the 6th; is
16 that right?

17 A. Yes.

18 Q. Now you understand that they are required; is that
19 right?

20 A. Yes.

21 Q. Okay. And, um, you've brought, I believe your
22 attorney has represented that you brought over 80 properties
23 into CLC compliance since around June the 6th; does that
24 sound right to you?

25 A. I don't have the exact number, but yes, whatever we

1 provided.

2 Q. So, you couldn't, sitting here today, give me, like,
3 "This is how many properties we have brought into CLC
4 compliance since June the 6th"?

5 A. I don't have the data in front of me, but I agree.
6 Do you want me to review it?

7 Q. And we can just look at it by reviewing the dates of
8 the CLC as on the Rhode Island Department of Health website?

9 A. Yes.

10 Q. And have you looked at the Rhode Island Department
11 of Health website with regard to your properties lately?

12 A. No.

13 Q. No. Okay. Um, now, not all of your units have CLCs
14 today; is that correct?

15 A. Yes.

16 Q. Are some of these units being offered for rent, or
17 currently rented out?

18 A. Those that don't have CLCs; is that what you mean?

19 Q. Correct; yes.

20 A. Um, I believe there are a couple which are going to
21 eviction, that is one of the reasons that we didn't get CLC,
22 because, you know, once they move out, then we'll get a CLC.

23 Then there are also cases where we're going to sell
24 the property, you know, and not offer any for rent, so those
25 will be, you know, will not have CLC.

1 Q. Okay. So, how many of your units do not have CLCs,
2 as we sit here today?

3 A. Those that are occupied? Um, very small portion, I
4 mean, I'm guessing as in five.

5 Q. But you don't know, sitting here today, the exact --

6 A. I don't know the exact number. I don't know the
7 exact number.

8 Q. Okay. Do you know what an affidavit of visual
9 inspection is?

10 A. I -- yes. Not in -- yes. Yes.

11 Q. So, an affidavit of visual inspection is a document
12 that can, in certain circumstances, be filed at the
13 Department of Health instead getting a CLC; is that right?

14 A. Yes.

15 Q. Okay. And have you ever filed an affidavit of
16 visual inspection with the Department of Health?

17 A. No.

18 Q. Um, in the course of this litigation, your attorney
19 and I have been in regular contact, and we had discussed at
20 some point prioritizing units, getting CLCs with units with
21 kids living in them; is that right?

22 A. Yes.

23 Q. And did you, when you were renovating all of these
24 units into compliance with the CLC requirement after June the
25 6th, um, did you prioritize units with kids under the age of

1 six living in them?

2 A. Yes.

3 Q. Okay. And so you brought those units into
4 compliance as soon as you could?

5 A. Yes.

6 Q. Are there any units right now that don't have CLCs
7 that have kids under the age of six living in them?

8 A. No.

9 Q. So, all of the units that do not have CLCs right now
10 are occupied only by adults; is that right?

11 A. I believe so.

12 Q. You believe so?

13 A. Yes.

14 Q. Okay. What makes you believe it's just adults
15 occupying those units?

16 A. Because they were -- they're living alone with --
17 and some of them have kids who are six years old, based on my
18 conversation with Sharon.

19 Q. So, based on your conversation with Sharon -- I'm
20 sorry, I just want to understand.

21 Based on your conversation with Sharon, she believed
22 that in those units that currently do not have CLCs, there
23 are no kids under the age of six?

24 A. Six and below; yes.

25 Q. And why did Sharon believe that there were no kids

1 under the age of six, to your knowledge, as Pioneer
2 Investments?

3 A. She knows all of the properties, she knows all the
4 units. She's been to those properties and units.

5 Q. I see. So she, based on her visits to units, based
6 on her knowledge of the tenants, she does not believe that
7 there are any kids living in those units?

8 A. That's correct. Correct.

9 Q. Okay. In properties where work was done post-June
10 the 6th, work of any kind, did Pioneer maintain any records
11 with regard to, um, the paint condition of those units before
12 work was done?

13 A. No; there was no such record.

14 Q. Okay. So, you know, your opinion, sitting here
15 today, when I asked earlier, was that the RRP Rule will only
16 apply when disturbing more than six square feet of interior
17 surface, um, you know, for example, if there's chipping and
18 peeling paint in excess of six square feet --

19 A. Per room.

20 Q. Per room. But you don't have any records that
21 indicate that, you know, for example, there was not more than
22 six square feet of chipping or peeling paint in the
23 Pine Street apartment, for example; is that right?

24 A. I mean, recalling what perspective, exactly? What
25 are you...

1 Q. I'm -- yeah, let me clarify.

2 A. I mean, this is four months ago, you know.

3 Q. Yeah, let me clarify what I'm asking.

4 I'm not saying, or I'm not intending to imply that
5 you are required to have such a document, I'm just trying to
6 understand whether you do. Whether you do have any sort of
7 record, for example, um, Luis coming into a unit and saying,
8 "Okay. I'm not going to, you know, follow the RRP Rule here
9 because there is no chipping and peeling paint that I can
10 observe, and therefore, I'm going to just paint over the
11 whole wall, the whole room."

12 Do you have any record that indicates the condition
13 of the property before work was done after June the 6th?

14 A. There may have been, yeah.

15 Q. There may have been records like that?

16 A. Yeah.

17 Q. Were they provided to us; to the state?

18 A. Yeah.

19 Q. Okay. Um, where would those records be?

20 A. They may be in some pictures, you know.

21 Q. On somebody's cell phone?

22 A. Yeah.

23 Q. Whose cell phone?

24 A. My phone.

25 Q. Your phone?

1 A. Yeah.

2 Q. So, were those pictures provided to us?

3 MR. CALETRI: Objection. You can answer.

4 A. Yeah; I think there was text conversations needed.

5 MR. CALETRI: That's a yes-or-no question.

6 Q. So you provided certain text conversations to us,
7 correct?

8 A. Yes.

9 Q. But if you had pictures of your properties, um, in
10 your own phone picture history, you did not provide those to
11 us; is that right?

12 A. Correct. Yeah.

13 Q. Are there any other places where such documentation
14 of property condition after June the 6th might be located?

15 A. I don't think so; no.

16 Q. Do you think that any members of your maintenance
17 team might have individually taken photographs or kept
18 records?

19 A. They might have.

20 Q. And did you ask them if they kept such records or
21 took photographs?

22 A. I don't know. I mean, if they have it, they have
23 it, I don't know.

24 Q. You didn't ask them?

25 A. No.

1 Q. Okay. Did you show a copy of this deposition notice
2 or the subpoena that was filed at the same time of this
3 deposition notice, did you provide those documents to the
4 members of your maintenance team?

5 A. No.

6 Q. Okay. And did you ask them for any information they
7 had that might, um, provide information the state was
8 requesting?

9 A. No.

10 Q. Did you provide those documents to John and
11 Sharon?

12 A. No.

13 Q. Did you ask John and Sharon for information they
14 might have that would be responsive to the information the
15 state was requesting?

16 A. No; I provided what I had.

17 Q. Okay. You, Anurag Sureka, as opposed to Pioneer
18 Investments?

19 A. Yes.

20 Q. One of the documents that you did provide, um, a few
21 documents, was a quote, invoice from Diamond Gem Painting?

22 A. Diamond Cut; yeah.

23 Q. Diamond Cut or Diamond Gem Painting; is that right?

24 A. Yeah.

25 Q. And are they the only contractor that you've

1 retained since June the 6th to do work on any of your
2 units?

3 A. Even though all these are subcontractors?

4 Q. All these are subcontractors, but they're just
5 individuals who do work --

6 A. Yeah.

7 Q. -- from time to time; is that right?

8 A. Correct.

9 Q. Diamond Cut, or Diamond Gem Painting, is, in fact, a
10 company; right?

11 A. A company; yeah.

12 Q. Is that the only company that you've retained to do
13 work on any Pioneer units since June the 6th?

14 A. I believe so; yes.

15 Q. Okay. And is Diamond Cut Painting -- we'll go with
16 Diamond Cut Painting, by the way.

17 Is Diamond Cut Painting a lead renovation firm?

18 A. I don't know.

19 Q. Is it a lead contractor?

20 A. I don't know.

21 Q. Okay. Um, in the contract with Diamond Cut, it
22 indicated that Pioneer would provide materials for Diamond
23 Cut Painting to use; is that correct?

24 A. Correct.

25 Q. So, they didn't provide any of their own materials,

1 you told them to go out and buy the materials, then you'd
2 reimburse them; is that right?

3 A. They'd go to Home Depot, and I approve the order.

4 Q. You approve the order. Okay. And is that how you
5 do your contracting or subcontracting work for everybody who
6 works for Pioneer?

7 A. Mostly, yeah.

8 Q. Mostly?

9 A. Yeah.

10 Q. Are there any other situations, after June the 6th,
11 in which there was some other arrangement with somebody who
12 did work for you?

13 A. No. As an electrician, or as a painter, you know,
14 as a floor guy, they do, they go with their own money, and
15 bring their own materials.

16 Q. So, sometimes a floor guy or an electrician will
17 bring their own materials, and Diamond Cut Painting is a
18 painting company, but you provide materials for them to do
19 the work.

20 Is it fair to say, then, that for all painting work,
21 you, um, you provide the materials to the contractor or
22 subcontractor?

23 A. Yes.

24 Q. Were there floor workers or electricians or plumbers
25 that did work on Pioneer properties after June the 6th,

1 2023?

2 A. Yes.

3 Q. Okay. Um, I ask because no documents were provided
4 related to such workers; does that sound right to you?

5 MR. CALETRI: Objection. You can answer.

6 A. Right. Right. I thought it was about lead, so, you
7 know, somebody changing a, you know, a water heater, or
8 somebody doing a service on an electric meter, I didn't -- we
9 can provide that, but I didn't think that was...

10 MR. HOFFMANN: Okay. One of the things that our
11 document request said was, documents related to "improvements
12 of any kind"; does that sound right to you?

13 THE WITNESS: Yes.

14 MR. HOFFMANN: Okay. You know, I understand that --
15 that you understood in a particular way --

16 THE WITNESS: Yeah.

17 MR. HOFFMANN: -- but we want to be able to
18 determine what RRP applies to and what it doesn't, rather
19 than relying on your understanding; does that make sense?

20 THE WITNESS: Yes.

21 MR. HOFFMANN: Okay. So, we would ask you to
22 produce all those records.

23 Q. Okay. So, you said that you don't know if Diamond
24 Cut Painting is a lead renovation firm or a lead contractor,
25 correct?

1 A. Yes.

2 Q. Do you know how you would determine if a firm or
3 individual is, has any particular lead license?

4 A. Through the website.

5 Q. What website?

6 A. Department of Health website.

7 Q. And you just didn't do that for Diamond Cut
8 Painting?

9 A. No.

10 Q. Okay. When -- just a process question: When your
11 workers go to Home Depot to pick up materials, excuse me, to
12 purchase material, and it's on your behalf, um, who picks up
13 those materials?

14 A. They pick up.

15 Q. Okay. And then they bring them to your
16 properties?

17 A. Yes.

18 Q. And then they do the work?

19 A. Yes.

20 Q. Okay. Have any Start Work Notifications been filed
21 by you, or anyone working for you, prior to any work done on
22 your properties since June the 6th?

23 A. No.

24 Q. Why not?

25 A. Because they were routine maintenance work.

1 Q. So, no Start Work Notifications were filed after
2 June the 6th, because in your opinion, there was no legal
3 obligation to file a Start Work Notification or Start Work
4 Notice; is that right?

5 A. Yes.

6 Q. And you do know what a Start Work Notification or
7 Start Work Notice is; right?

8 A. Yes.

9 Q. Okay. A Start Work Notice or Start Work
10 Notification is a, um, a procedure by which a person who's
11 doing, um, certain repair or renovation or maintenance work,
12 when required, files a notice with the Department of Health;
13 does that sound right?

14 A. Yes.

15 Q. Okay. And you don't think in any one of your units
16 that had work done after June the 6th, there was any work
17 done that needed a Start Work Notification or Start Work
18 Notice?

19 A. I believe it was maintenance activity, so we didn't
20 think that was needed.

21 Q. When you say "we" --

22 A. Meaning the properties.

23 Q. When you say "we," though, do you mean you,
24 Anurag Sureka, or you and Sharon, or you and John; who do you
25 mean when you say "we"?

1 A. I mean the people who are working.

2 Q. Okay. And you, Anurag Sureka?

3 A. Yeah.

4 Q. You might be aware, you've read the filings in this
5 case, I assume, documents filed by you or by the state?

6 A. Um, yes; depend on which one, you know, you're
7 talking about.

8 Q. Okay. Well, you might be aware that the state filed
9 in one of its objections recently, an affidavit from a State
10 Department of Health worker; are you aware of that? Her name
11 is Cindy Singleton.

12 A. Yes.

13 Q. Okay. And do you recall -- and then another
14 affidavit from another State Department of Health worker
15 named Lori Clark?

16 A. Uh-huh.

17 Q. Do you remember that?

18 A. I mean, I briefly reviewed the documents.

19 Q. Do you remember a State Department of Health worker
20 stating that it is, and I'm going to paraphrase, almost
21 unprecedented for so many units to be brought into compliance
22 without filing a Start Work Notice or a Start Work
23 Notification?

24 A. Yes.

25 Q. And yet you maintain that there was no Start Work

1 Notification that was required to be filed by Pioneer post
2 June the 6th?

3 A. I've never heard a Start Work Notification filed for
4 any of the CLCs that any other landlord has obtained before
5 or after June 6th.

6 So, the Start Work Notification comes in when you're
7 providing that -- you know, Start Work Notification is from
8 Cindy or Lori.

9 As far as the landlords that I -- I've never heard
10 of Start Work Notification before, as part of the lead -- as
11 part of the CLC. I've heard of a Start Work Notification
12 when the Department of Health sends a Notice of Violation,
13 and a lead contractor is hired, and a lead contractor, you
14 know, engages with the Department of Health and sends a Start
15 Work Notification.

16 I think it's -- it will be curious to see how many
17 CLCs in Rhode Island, you know, in the last five years has
18 been obtained with the Start Work Notification, because that
19 will explain why all the landlords doesn't file Start Work
20 Notification.

21 Q. When you say "all the landlords," this is based on
22 landlords you've spoken with about your particular case?

23 A. No, I'm not talking about landlords I've spoken to,
24 I'm talking about landlords, for example -- for example: If
25 there are 10,000 CLCs obtained -- and this is just an

1 example.

2 If 10,000 CLCs have been obtained since 2019, right,
3 you know, Miss Lori and Miss Cindy's argument of, you know,
4 no Start Work Notification has been filed with the city on
5 these 10,000 CLCs that were obtained. How many --

6 Q. I see.

7 A. How many of the Start Work Notification is obtained?

8 If the answer is, is 9,820, then clear to say that
9 everybody does it.

10 If the answer is 50, or a hundred, or even 5,000,
11 that would tell exactly that, you know, that landlords that
12 we know, the landlords who own the properties, landlords who
13 maintain the properties, landlords who been, you know, owned
14 the property for two, five, seven, ten years, management
15 companies who owns, you know, 1,500, 1,200 units, you know --
16 you know, who -- who attempted to have a CLC, and doesn't
17 have Start Work Notification, so...

18 MR. HOFFMANN: Okay. So, that was a lengthy answer.
19 I think that there was a response, though, to my question in
20 there, so I appreciate that.

21 THE WITNESS: Yup.

22 Q. I think you mentioned you no landlords who are --
23 you said management companies, but really, I think you meant
24 landlords who have 12, 1,500 units?

25 A. I was talking in general.

1 Q. Big landlords, is what you're trying to say;
2 right?

3 A. No.

4 Q. What's a "big landlord"? Give me an idea of how
5 many units does a big landlord own

6 A. More than ten units.

7 Q. More than ten units. Okay. And you own how many
8 units as Pioneer?

9 A. I don't know, roughly 200, 250-something; I don't
10 have the exact count.

11 Q. Do you know after June 6th, approximately what your
12 monthly revenue was?

13 MR. CALETRI: Objection; don't answer.

14 (So noted.)

15 A. No.

16 MR. CALETRI: I said don't answer the question.

17 (So noted.)

18 MR. HOFFMANN: What's the grounds for not answering?

19 MR. CALETRI: You're asking about his personal
20 finances.

21 MR. HOFFMANN: I'm asking about the company's
22 finances, not what his, Mr. --

23 MR. CALETRI: Same thing.

24 MR. HOFFMANN: First of all, his --

25 MR. CALETRI: We can go off the record for a moment.

1 (OFF THE RECORD)

2 MR. HOFFMANN: I'm going to put on the record that
3 Attorney, or Mr. Sureka has been improperly instructed not to
4 answer a question which is not subject to attorney-client
5 privilege, and that Mr. Caletri has not said that the
6 information is subject to the attorney-client privilege, and
7 therefore, it is clearly improper for the attorney to prevent
8 his client from answering.

9 But, I'm not going to force the issue.

10 MR. CALETRI: Okay. And I will go on the record to
11 say I properly instructed him not to answer, because:

12 A: The question goes into this particular
13 Defendant's personal finances improperly.

14 Black-letter law: Palmisano vs. Toth.

15 Additionally, that question goes well beyond the
16 scope of the Schedule A of this deposition. No question.

17 MR. HOFFMANN: We'll move on, John.

18 MR. CALETRI: By the way, other than the financial
19 part, I have no problem with the question, if we can figure
20 that out and then go back, but I'm just telling you that's
21 the only issue. That's the only reason I'm objecting to that
22 question.

23 MR. HOFFMANN: All right. We'll move on here.

24 All right. We've been through all of the workers, I
25 think that we, that you have on the maintenance team. I'm

1 just comparing that to a list that we've made here. I think
2 that we've covered, I think that we've covered them all.

3 Um, could you turn to -- these are -- so, okay.

4 I'm going to just briefly explain what we've got
5 going on here. We've got eight volumes, and there are little
6 numbers on the bottom right corner of each document that tell
7 you the page numbers.

8 So, could you go to the 8th volume, right in the
9 very beginning, 4110.

10 I said "right in the very beginning," but apparently
11 not.

12 THE WITNESS: 4110?

13 MR. CALETRI: 4110.

14 MR. HOFFMANN: So, it's actually about halfway
15 through.

16 Okay. So, this is the description of work done by
17 Diamond Cut Painting; is that right?

18 A. Yes.

19 Q. And I formerly referred to them as "Diamond Gem
20 Painting," right, but we now understand we're talking about
21 the same company, Diamond Cut Painting; right?

22 A. Yup.

23 Q. Okay. So, they were retained by Pioneer Investments
24 to do work, um, related to one of your properties; is that
25 right?

1 A. Yes.

2 Q. And which property was that?

3 A. 99 Oak Street, oh, the 99-101 Oak Street.

4 Q. Okay. And I see a description of work that was
5 completed here by Diamond Cut Painting; is it your
6 understanding, sitting here today, that this work done, was
7 done by Diamond Cut Painting for Pioneer?

8 A. Yes.

9 Q. And so that work included putting aluminum fascia on
10 the exterior of a property; is that right?

11 A. Uh-huh.

12 THE REPORTER: Is that "yes"?

13 A. Yes.

14 Q. And it includes installing of vinyl soffit; is that
15 right?

16 A. Yes.

17 Q. Replacing missing vinyl-siding above a window; is
18 that right?

19 A. I believe it was; I think the shingles were not
20 replaced.

21 Q. Okay. Included scraping and painting a, um, fire
22 escape on the exterior of the building; is that right?

23 A. Yes.

24 Q. Um, scraping and painting the foundation on the main
25 house; is that right?

1 THE WITNESS: Where are you?

2 MR. HOFFMANN: Second page: 4111.

3 A. Yup. Yes.

4 Q. And replacing three pieces of asbestos -- oh, sorry,
5 you're saying that the asbestos shingling work was not done?

6 A. Yeah; that was not done.

7 Q. Okay. Your understanding of the RRP Rule, that the
8 RRP Rule would apply to any of the work done by Diamond Cut
9 Painting here?

10 MR. CALETRI: Objection, but you can answer.

11 A. Possibly.

12 Q. Possibly. Why do you think possibly?

13 A. Because the fire escape is a metal fire escape, it
14 doesn't -- there's no lead there, the fire escape.

15 Q. There's not lead on the fire escape, or there could
16 be lead on the fire escape because it's painted?

17 A. No. Not going to -- no. I don't think that there
18 would be lead paint on a metal fire escape.

19 Q. Okay. So, you don't think that there would be lead
20 paint on a fire escape, so you don't think the RRP --

21 A. Based on my understanding.

22 Same with the foundation. The foundation, you know,
23 I wouldn't believe that would have lead paint on the
24 foundation.

25 Q. And why not?

1 A. Because concrete. It was concrete. It was never --
2 I'm not sure if it was painted before or not.

3 Q. It said "scrape"; doesn't that mean that it was
4 painted before; "scrape and paint"?

5 THE WITNESS: I want to see the pictures.

6 Q. Well, let me point you to the phrase here, it's on
7 4111, it says, "Foundation on main house, scrape and paint"?

8 A. Correct.

9 Q. So, the foundation was painted before; right?

10 A. Um, I don't see the pictures. I'm not there.

11 That could have been a -- "scrape and paint" doesn't
12 necessarily mean there was paint before.

13 It may be a general comment of "scrape and paint."

14 Q. So, you don't know whether there was paint on the
15 concrete before or not?

16 A. I don't see the pictures, so I don't know. Pictures
17 are -- I don't see whether there was a -- it was painted
18 before. It may be repair, but it may not have any paint.

19 Q. But sitting here today, you don't know?

20 A. Yeah, saying a job description about scrape and
21 paint doesn't necessarily mean there was paint before.

22 Q. Okay. There's also, um, a description here that
23 says, "Install aluminum wrapping on all windows throughout
24 the house, and doors, as well"; do you see that?

25 A. Yes.

1 Q. And is that exterior, or interior, or both?

2 A. Just exterior.

3 Q. Just exterior. And why would they install aluminum
4 wrapping on all windows throughout the house, and doors, as
5 well?

6 A. To cover the trim, the wood.

7 Q. The cover the wood trim. And why would they cover
8 the wood trim?

9 A. To prevent from weather, maybe, lead, you know.

10 Q. Is your understanding of the reason that landlords
11 often cover the windows, exterior windows of a house with
12 aluminum wrapping is so that they will pass a CLC
13 inspection?

14 A. Yes.

15 Q. Okay. And is that what was happening here: You
16 wanted to get the paper -- the windows, trim wrapped in order
17 for them to pass a CLC inspection?

18 A. Yes.

19 Q. Okay. Um, the document also indicates that one of
20 the jobs that was done was, "Basic labor to repaint garage
21 exterior with favorable site conditions, prep, remove loose
22 paint, spot prime, paint, and caulk edges, gaps"; do you see
23 that?

24 A. Yes.

25 Q. And that garage was built before 1978, correct?

1 A. I don't know.

2 Q. Sitting here today, you don't know?

3 A. No.

4 Q. So, you still, your answer is still that the
5 RRP Rule only possibly applies to the work that was done by
6 Diamond Cut Painting?

7 A. Yes.

8 Q. Okay. And that's why you didn't check to see that
9 they were a lead renovation firm or a lead contractor?

10 A. Yes.

11 Q. Would it surprise you to learn that Diamond Cut
12 Painting, if I represented to you that Diamond Cut Painting
13 was not a licensed lead renovation firm or a lead contractor,
14 would that surprise you?

15 A. Yes.

16 Q. Why?

17 A. The company, I mean, it's a painting company.

18 Q. So you think that they would have a lead license?

19 A. I mean, yes.

20 Q. Did they represent to you that they had any sort of
21 lead-related licensing?

22 A. No.

23 Q. You didn't ask them --

24 A. No.

25 Q. -- if they had any lead-related licensing at Diamond

1 Cut Painting?

2 A. No.

3 Q. Okay. Had you used Diamond Cut Painting before?

4 A. Yes.

5 Q. Pre-June the 6th, or sometime before this job?

6 After June the 6th?

7 I just want to understand, when you say "yes," do
8 you mean before June 6th, or another time after June 6th?

9 A. I believe it was before June 6th.

10 Q. And so that's how you found them; you hired them
11 before?

12 A. Yes. I think it's also something to see how many
13 painting companies out there are, you know, performing every
14 day who are lead renovation firms.

15 Q. Have you looked at the Department of Health website
16 to see how many firms are listed as lead renovation firms or
17 lead contractors?

18 A. No.

19 Q. Okay. Would it surprise you if there are dozens, or
20 hundreds of such firms?

21 A. "Hundreds," you said? Yes; that would surprise me.

22 You know, they're, you know, there are 5,000 jobs
23 done in the State of Rhode Island, painting, and if 70, 80
24 percent of the homes are, you know, pre-1978, um, and if you
25 say there are 2,000 lead renovation firms as painting

1 companies, um, you know, that would make sense.

2 If there are 10,000 jobs happening every month in
3 Rhode Island, and these companies, you know, there is a very
4 small, I mean, there's a small portion of those painting
5 companies who has lead renovation, that's why you don't ask.

6 Sometimes you assume they would either have it, or
7 they would not be doing the work in Rhode Island, period.

8 Q. You -- sorry. Go ahead. I don't want to cut you
9 off.

10 A. So, I'm sure Diamond Cut Painting, this is not the
11 only job that Diamond Cut Painting did on pre-1978 buildings
12 for Pioneer.

13 I'm sure that Diamond Cut Painting, and thousands of
14 other painting companies, may have done jobs for painting
15 pre-1978 buildings.

16 So, it would surprise me that they don't have the
17 lead renovation license.

18 Q. So it would surprise you. Okay.

19 MR. HOFFMANN: Could we turn to 4296?

20 (Witness complied.)

21 MR. HOFFMANN: And I apologize. That last one would
22 have been "C," and this one will be "D."

23 THE WITNESS: 4296.

24 MR. HOFFMANN: 4296. I have to get there, as well.

25 THE WITNESS: Uh-huh.

1 MR. HOFFMANN: Okay. So, I'm looking at the bottom
2 of the page, which shows a conversation between you --

3 MR. CALETRI: Then I'm wrong. I'm sorry. You said
4 4296?

5 MR. HOFFMANN: 4296.

6 MR. CALETRI: I apologize. There we go. Thank you.

7 MR. HOFFMANN: All right. Yes.

8 Q. This shows a conversation, I believe it's a WhatsApp
9 conversation; is that correct?

10 A. Uh-huh, yes.

11 Q. Was that conversation between you, you, Mr. Sureka,
12 I mean, and Sharon, Sharon Crowther, and then --

13 A. Uh-huh, which time are you talking about?

14 Q. Well, I'm going to get there, but toward the bottom
15 of the page, it's Anurag, Sharon -- Sharon Crowther, and
16 Jorge, or "George," you pronounced it "George"; is that
17 right?

18 A. Yes.

19 Q. So, we'll go with Jorge; what's his last name
20 again?

21 A. Luz, I think.

22 Q. So, those were the three people in the conversation;
23 right?

24 A. Yes.

25 Q. Okay. And you, there, are discussing powerwashing a

1 property; is that correct?

2 A. Yes. Yup.

3 Q. Do you know what property is being discussed
4 there?

5 A. 5 Anthony Street.

6 Q. Okay. And what sort of powerwashing were you
7 directing Jorge to do there?

8 A. Vinyl-siding.

9 Q. Just the vinyl-siding?

10 A. Vinyl-siding exterior.

11 Q. Porch?

12 A. Um, I don't think there's a porch there. There's a
13 deck, I think.

14 Q. Is the deck painted with wood, is it painted wood,
15 or is it vinyl of some kind?

16 A. I think it's wood.

17 Q. Was he supposed to, um, powerwash the deck?

18 A. Possibly.

19 Q. Why do you say "possibly"?

20 A. Generally, you powerwash the deck, you know, before
21 you paint it.

22 Q. Have you ever used a powerwasher?

23 A. Me, personally? No.

24 Q. No. Would it surprise you if powerwashing ever
25 takes paint off of a surface?

1 A. No.

2 Q. It wouldn't surprise you, or it would surprise
3 you?

4 A. Wouldn't surprise me.

5 Q. Because it's a pressurized beam of water going at
6 paint, so could the powerwashing take the paint off of the
7 porch there at that property?

8 A. If there is paint; yes.

9 Q. Do you know if there's paint?

10 A. Don't remember. It was painted before. I don't
11 remember.

12 Q. Who would I talk to, or what document could I look
13 to see if it was painted before this work was done?

14 MR. KANDO: Excuse me, Keith, when you say "paint,"
15 does that include the stain, as well?

16 MR. HOFFMANN: No.

17 MR. KANDO: So, he's talking about paint.

18 THE WITNESS: Let me read the conversation.

19 MR. HOFFMANN: Sure. Take your time.

20 THE WITNESS: So, repeat that question, please,
21 again.

22 Q. The question's whether the property that Jorge was
23 powerwashing may have had any wood paint that he powerwashed.

24 A. Yes.

25 Q. Painted wood; it may have?

1 A. Yes.

2 Q. You just don't know?

3 A. Yeah.

4 Q. If you look a little bit further up in the
5 conversation, it says, and I'm looking under 6/23/23, 10:50
6 a.m.

7 A. Uh-huh.

8 Q. You say, "Jorge, need WhattsApp on all these. Need
9 powerwasher and painting outside 103 Pond Street, West
10 Warwick, 87 Pond Street, West Warwick, 17 McNiff Street, West
11 Warwick, 12 Fairview Street[sic], West Warwick."

12 So, you asked Jorge to powerwash and paint all those
13 properties; is that right?

14 A. Yes.

15 Q. On the exterior right, correct?

16 A. Yes.

17 Q. Okay. And do any of those properties have wood
18 shingling, as opposed to vinyl-siding?

19 A. 17 McNiff does.

20 Q. And Mr. Jorge, Jorge, nonetheless, powerwashed the
21 side of that building?

22 A. I don't think he powerwashed the siding on the
23 building.

24 Q. What did you ask him to powerwash then?

25 A. Um, 17 McNiff, there shouldn't be any reason for

1 powerwash.

2 Q. You wrote here, "Need powerwashing and painting
3 outside 17 McNiff Street, West Warwick"?

4 A. Could be foundation; could be deck in the back.

5 Q. So --

6 A. But it's not the siding.

7 Q. Didn't you already say you would ask for
8 powerwashing for siding? I want to understand.

9 A. No. It says, "Need powerwashing and painting
10 outside."

11 So, 103 Pond Street, 87 Pond Street, 12 Fairview
12 have vinyl-siding, so he would powerwash the siding.

13 17 Fairview -- 17 McNiff is wood siding.

14 Q. So he wouldn't powerwash?

15 A. I mean, I wouldn't think he would powerwash
16 17 McNiff siding; he would, however, go and powerwash the
17 deck.

18 Q. Why would he powerwash the deck and not the wood
19 siding?

20 A. I mean, we generally don't powerwash the shingles,
21 that's my understanding.

22 Q. That's your understanding. Okay.

23 And so when we talk to Jorge, who is a Pioneer
24 subcontractor, and I'm asking you, as Pioneer, Jorge would
25 say, "I didn't powerwash"?

1 A. I don't know what he's going to say. I don't know
2 him, you know, what he's going to say, but I would think he
3 wouldn't powerwash 17 McNiff because it's wood siding.

4 Q. Do you, your understanding of the RRP Rule, do you
5 believe that Pioneer Investments has an obligation to ensure
6 that people who do work at Pioneer properties follow the RRP
7 Rule?

8 A. Yes.

9 MR. HOFFMANN: Okay. Um, I want to go to -- well,
10 yeah, I want to go to 4220; 4220, and this will be E, Exhibit
11 E, and this one will be a few pages that we're looking at.

12 Exhibit E Marked for ID

13 THE WITNESS: 4 --

14 MR. HOFFMANN: 4220, we'll start there.

15 So, this is -- let me know when you're there.

16 THE WITNESS: Can't find it.

17 MR. HOFFMANN: Oh, you know, it might be easier to
18 look at 4221; it's on the binding.

19 MR. CALETRI: Turn it around.

20 Q. Before we get there, did any tenants live at
21 17 McNiff at the time that Jorge was doing this work?

22 A. Yes.

23 MR. HOFFMANN: Yes. Okay. All right. So, you're
24 on 4220 now, and you see a Home Depot invoice?

25 THE WITNESS: What's the property name?

1 MR. HOFFMANN: It says, under "Job Description," it
2 says, "Hawes," which I believe -- well, when you're there, we
3 can talk about it.

4 THE WITNESS: Thank you.

5 Q. All right. So, I am here on 4220; you see the job
6 description, "Hawes"?

7 A. Yes.

8 Q. And is that 27 Hawes Street that you're referring
9 to?

10 A. Yes.

11 Q. How many units are in that building?

12 A. Three.

13 Q. Have they been occupied since June the 6th?

14 A. I'm sorry, it's four units.

15 Q. And have they been occupied since June the 6th?

16 A. Yes.

17 Q. Okay. And who was taking these purchases on behalf
18 of you?

19 A. I believe whoever was working at that time there.

20 Q. Do you know who did the work on Hawes?

21 A. I think Jorge did work on Hawes. I believe Luis did
22 work on Hawes.

23 Q. Anybody else?

24 A. I believe that's the two I can remember.

25 Q. Okay. But there may be others; fair to say there

1 may be others?

2 A. Possibly, yeah.

3 Q. And did the Hawes units ultimately get CLCs?

4 A. We have CLCs.

5 Q. They got CLCs after June the 6th; right?

6 A. Yup.

7 Q. And was this work done by Jorge and Luis done in
8 order to bring those units up to code so they could get a
9 CLC?

10 A. They were done to have, you know, new tenants, and
11 the people move in.

12 Q. So the work was not done in order to get a CLC?

13 A. It's a byproduct. It's, you know, you do it to make
14 sure you are able to rent the units, and the other thing that
15 comes with it is to obtain CLCs.

16 Q. Okay. So, this litigation's filed June 6th, you
17 indicated that you got a lot of CLCs after that date; is that
18 right?

19 A. Yes.

20 Q. One of the properties you got CLCs for was the Hawes
21 Street, one of the Hawes Street units; is that right?

22 A. Yes.

23 Q. And you, in order to get those CLCs, needed to
24 ensure that they would pass the lead inspection; right?

25 A. Yes.

1 Q. And did Jorge and Luis do work to ensure that they
2 would be able to pass a lead inspection?

3 A. Yes.

4 Q. Okay. And the work that they did in order to pass
5 the lead inspection, they bought a bunch of materials for;
6 right?

7 A. It's not for the lead inspection only. This is, you
8 know, a job to -- to -- when a tenant moves out, we do, we
9 clean the unit out, we make sure that it's rentable, and in
10 rentable condition; it's now in rentable condition.

11 CLC, so, it wasn't like the whole goal of my company
12 was to get the CLC and not, you know, the goal was to be able
13 to do the regular business, maintaining the properties.

14 Q. Okay. So, did -- you said there are four units in
15 the Hawes Street, 27 Hawes Street; is that right?

16 A. Yes.

17 Q. And did you have tenant turnover in every single one
18 of those units since June the 6th?

19 A. Yes.

20 Q. Every unit had turnover since June the 6th?

21 A. Yes.

22 Q. Okay. And was it all the same --

23 A. I -- again, I don't know exactly, was it before June
24 the 6th? Was it after?

25 I believe it was after June 6, but, I mean, I don't

1 know the exact, but everyone who was living there moved out.

2 Q. Moved out after June the 6th. The reason I'm
3 asking --

4 A. After June 6th.

5 Q. -- is we know that the June the 6th, the CLCs were
6 obtained for these properties after June the 6th, so I want
7 to -- and you're claiming, if I'm understanding you
8 correctly, you're claiming that you, in fact, did not do this
9 work in order to obtain a lead inspection and pass it, you
10 did this work because there had been tenant turnover, and you
11 could do the work?

12 A. Yes.

13 Q. And I'm frankly questioning that, because I think
14 that it stands to reason that you did a lot of work in order
15 to get the units up to code so you could get a CLC done, but
16 you're telling me that that's not the case.

17 So, I want to understand exactly when those units
18 turned over, because I want to test this idea that work was
19 done merely because of the unit turnover.

20 MR. CALETRI: Objection; form.

21 MR. HOFFMANN: And that's fair, and I'll rephrase.

22 Q. I want to understand why the unit turnover happened
23 for that reason.

24 So, could you tell me, did all four of these units
25 turn over, um, these receipts are all from July, late July,

1 early-mid August, were all the units turning over at the same
2 time, and so you were able to do all of this work at the same
3 time for all of the units?

4 A. They were not done at the same time. They were
5 done -- they were not done at the same time.

6 You know, the second floor moved out at a different
7 date.

8 The third floor moved out at a completely different
9 date and time.

10 And the first two units moved out on their own
11 different days.

12 They were, you know, they may not be in the same
13 month of that.

14 Q. Okay. All right. So, your position is that the
15 work was done, actually, not related to getting a lead
16 inspection, but because units had turned over?

17 MR. CALETRI: Objection; that mischaracterizes his
18 testimony.

19 MR. HOFFMANN: Okay. Is that mischaractering? I
20 want to understand.

21 MR. CALETRI: You said not all the work was done to
22 get the CLC, that's what he said, not that the work -- he
23 said not all this work that was done was related to get a
24 CLC, because he needed to do it for the new tenants. Some of
25 this work may not be related to getting a CLC.

1 MR. HOFFMANN: May not be related.

2 MR. CALETRI: Some of it clearly is.

3 Q. So, is some of the work related to getting a CLC
4 only?

5 There's a number of pages here, by the way.

6 Is some of the work related to getting a CLC only?

7 A. The CLC wasn't -- okay. The work was done to get
8 the unit to a rentable condition, and once you get to a
9 rentable condition, you call for the lead inspector to get
10 that CLC.

11 Q. Okay. All right.

12 A. So, the work is not done for the sole purpose of
13 getting CLCs; that's the point.

14 Q. You get the CLCs so you can rent the unit out,
15 correct?

16 A. You get the work done to get it to a rentable
17 condition, and then you call the inspector, the lead
18 inspector.

19 MR. HOFFMANN: Can you read back my question?

20 (COURT REPORTER READ LAST QUESTION)

21 A. No.

22 MR. CALETRI: There's no question before you.

23 MR. HOFFMANN: That was the question, actually; she
24 read it back.

25 MR. CALETRI: Okay.

1 Q. So, no, you don't get the CLC to rent out the unit;
2 why do you get the CLC?

3 A. To -- to -- to get the lead certificates, but not
4 necessarily to -- to rent out the unit.

5 Q. So, because you might rent out a unit without lead
6 certificates, because you have before; is that what you're
7 saying?

8 A. When a tenant moves in, as mentioned before, when a
9 tenant moves in, you're required to sign the lease agreement,
10 and then one of the lease agreements is the disclosure, if
11 you have any.

12 If you have CLC at that time when you rent a unit,
13 you provide the CLC; if you don't have a CLC, you keep the
14 plan. So it's not necessary. You don't rent the unit -- you
15 can rent a unit without a CLC.

16 Q. You believe?

17 A. I believe; yes.

18 Q. But you're aware that the state certainly doesn't
19 believe that's the case?

20 A. And that's -- I believe all the, most of the, I
21 mean, the landlords believe that.

22 That's the reason 95 percent -- I don't think 95
23 percent of the apartments in Rhode Islands are vacant. If 95
24 percent of the apartments are vacant in Rhode Island, then --
25 I'm sorry. If 90 percent of the CLCs are not present in

1 pre-1978 buildings in Rhode Island, are you, you know, that
2 correlation would exist that they should be vacant. So, the
3 correlation -- so you could -- you could rent a unit without
4 a CLC.

5 Q. Okay.

6 A. That's what my -- my understanding, and that's what
7 the data shows.

8 Q. Are you done?

9 A. Yeah.

10 Q. Okay. And this 90 percent statistic, 95 percent, is
11 based on your own research; is that right?

12 A. Yes.

13 Q. Okay. All right. So, let's just bring it back to
14 those purchase orders from the Home Depot.

15 I see that there was a purchase for plank flooring;
16 is that right? On the first page there.

17 A. What's the line number.

18 Q. One, reference number 1?

19 A. Okay. Yes.

20 Q. If we go to the 4221, the next page, there are a
21 number of things purchased that seem to be related to, um,
22 putting up blinds and installing blinds; is that right?

23 A. Yes.

24 Q. Okay.

25 A. Are you on the next page?

1 Q. If you go to 4225, if you look at reference number
2 6: 3.5 quarters Dust Control Ready-Mixed Joint Compound; do
3 you see that listed?

4 A. Yes.

5 Q. Do you know what work that was for?

6 A. Probably a hole.

7 Q. Okay. To fill a hole, you think?

8 A. Yes.

9 Q. Same for reference line Number 10, the 12-ounce Gaps
10 and Cracks Insulating Spray Foam sealant; is that right?

11 A. Yes.

12 Q. Sitting here today, do you know how big that hole
13 was?

14 A. No.

15 Q. Do you think Jorge or Luis, somebody else would know
16 that?

17 A. Possibly.

18 Q. Okay. Do you think they might have pictures of
19 it?

20 A. I don't know.

21 Q. Do you think you have pictures of it on your
22 phone?

23 A. No.

24 Q. If we go to 42 -- that's a different one, apologies.

25 Okay. If you go to 62 -- sorry: 4230.

1 We're going to a job description for Highland
2 Street; do you see that?

3 A. Yes.

4 Q. And what unit was that? To your knowledge.

5 A. Um...

6 Q. What unit or units?

7 A. I believe it's the rear, rear, um, left.

8 Q. Okay. Rear left, at which address?

9 A. Highland Street, 72 Highland.

10 Q. In what city?

11 A. West Warwick.

12 Q. And why do you think it's the rear left of that
13 address?

14 A. I believe it was vacant at that time.

15 Q. Okay. And so work was done because it was vacant,
16 and in order to get a CLC, right, work was done by your
17 workers?

18 A. In order to rent the unit.

19 Q. Okay. And that work was done in or around late June
20 or early July of 2023; is that right?

21 A. Yes.

22 Q. Okay. And who was that work done by?

23 A. I believe, Mark.

24 Q. Okay. Anybody else?

25 A. I believe it is Mark, mostly.

1 Q. Okay. So, this is the materials that he purchased
2 in order to do the work; right?

3 A. Yes.

4 Q. Do you see where it says on reference line number 6
5 that he purchased a 1.5-inch 4-Edge Scraper?

6 A. Uh-huh.

7 Q. Do you know what that is?

8 A. Scraper?

9 Q. Uh-huh. Yes.

10 A. It's a scraper.

11 Q. To do what with?

12 A. To patch a hole.

13 Q. To patch a hole; anything else?

14 A. To mud the hole. Once you put the hole, you sand
15 it, and you put the mud. You fill a hole, and you use this
16 tool to -- excess, excess mud, remove excess mud.

17 Q. And that's the only thing you'd use a scraper for?

18 A. I think so. I am, I mean, I'm not a painter. I
19 don't -- I don't know what else it's going to be used for,
20 but...

21 Q. You're aware you're under oath today?

22 A. Yes.

23 Q. Do you know what that means?

24 A. Yes.

25 Q. Okay. So, you swear to tell the whole truth:

1 There's nothing else a scraper would be used for besides
2 patching a hole?

3 A. To scrape. I mean, to scrape ex -- to scrape extra
4 stuff, you know, scrape.

5 Q. Would it be used to scrape paint?

6 A. Scrape paint.

7 MR. KANDO: Objection. Well, why didn't you just
8 ask him?

9 Keith, do you have a lot more today? I'm just
10 asking because it's after 12:30.

11 MR. HOFFMANN: Absolutely, we have a lot more today.

12 MR. KANDO: All right. So, when are we going to
13 break for lunch?

14 MR. HOFFMANN: In a little while.

15 MR. KANDO: "Little while," meaning when?

16 MR. HOFFMANN: Few minutes. We can get through as
17 much as we can, unless, are you very hungry right now?

18 MR. KANDO: I think we can all go a few minutes, if
19 that's what it's going to be.

20 Q. All right. So, on this purchase order form for
21 Highland Street, do you see any -- do you see any materials
22 that would be used to, you know, patch a hole that you then
23 scrape around?

24 A. I mean, some of these descriptions are not very
25 clear to me, so...

1 "Wire bush"; that's a brush.

2 Oh, only this page; right?

3 Q. Um, there's, actually, the following couple pages
4 seem to be related to other things, but you tell me.

5 A. The next page? Repeat your question, please.

6 Q. I'm asking whether there are any materials that were
7 purchased that seem to be related -- related to what you
8 indicated a scraper might be used for, which is, like,
9 repairing a hole.

10 A. I don't see it.

11 MR. HOFFMANN: Okay.

12 MR. CALETRI: Are we on different pages? What --
13 are you asking him something?

14 MR. HOFFMANN: I'm asking him --

15 THE WITNESS: 4223.

16 MR. HOFFMANN: 4223: Anything related to the
17 Highland Street job that you were just talking about.

18 MR. CALETRI: What's the question, again?

19 MR. HOFFMANN: The question is whether -- and he can
20 look at any documents he wants; right?

21 I'm trying to be as helpful as I can, because I know
22 there are a lot of documents.

23 You can look at any documents you want.

24 Q. To your knowledge, is there any information that
25 there were holes patched at the Highland Street job by Mark,

1 or whoever did the work there; do you have any knowledge?

2 A. From -- from this?

3 Q. From any information that you have. I'm giving you,
4 I'm trying to be very helpful to give you documents.

5 You tell me: Were there any holes patched there?
6 To your knowledge.

7 A. I don't know the answer, I'm not physically there.
8 I cannot answer that question.

9 Q. Okay. To your knowledge, based on the things that
10 are purchased here by Mark: "One gallon Deep Base Satin
11 Enamel Exterior Paint; 2-inch Shortcut Hook & Hold Polyester
12 Angled Sash Brush; Premium 1.5-inch Polyester Trylong Thin
13 Angled Sash Paintbrush; 4-Piece Paint Trim Kit."

14 To your knowledge, was painting done at the Highland
15 Street --

16 A. Yes.

17 Q. -- unit?

18 A. Yes.

19 Q. Okay. But you don't know whether the scraper was
20 used in order to scrape paint before doing painting work; you
21 don't know that?

22 A. No; I don't know that.

23 Q. Okay. And yet you approved this work to be done
24 without knowing that; is that right?

25 A. Yes.

1 MR. HOFFMANN: Okay. Mindful of everyone's need to
2 eat, just a couple more minutes, then we'll take a break
3 here.

4 THE WITNESS: It says, "1.5-Inch 4-Edge Scraper"?

5 MR. HOFFMANN: Yeah, that's what it says.

6 THE WITNESS: Can somebody Google that? I'm not
7 familiar. That's an edge scraper.

8 MR. HOFFMANN: I'm going to ask the questions.
9 Thank you.

10 THE WITNESS: That's an edge scraper. That's not a
11 scraper, but -- I don't know.

12 Q. Okay. Did you replace any windows to any of your
13 properties since June the 6th?

14 A. Yes.

15 Q. Yeah. Do you know which properties?

16 A. Oh, um, I mean, I need to look at all the receipts.

17 Q. So, we'll go through some of them, but fair to say
18 there were windows replaced at some of your properties?

19 A. Yes.

20 Q. And were these windows replaced by the maintenance
21 team that we talked about before?

22 A. Yes.

23 Q. And to your knowledge, based on your understanding
24 of RRP, window replacement is not something that the RRP Rule
25 applies to?

1 A. I believe it's the lead windows that it applies to,
2 like, the window is lead, old wood. You can have a vinyl
3 replacement window.

4 Q. Then RRP would not apply?

5 A. I believe so.

6 Q. Okay. And, so, to your knowledge, were all of the
7 window replacements done, and we're talking obviously about
8 post-June the 6th, all the window replacements done only of
9 vinyl windows?

10 A. I need to look at the property, and recollect which
11 property you're talking about.

12 Q. Okay.

13 A. I don't know exactly which property.

14 MR. HOFFMANN: Okay. Let's go to 4293; this is
15 another conversation like WhatsApp conversation, I believe.

16 THE WITNESS: Yeah.

17 MR. HOFFMANN: It's toward the bottom.

18 Actually, let me -- I apologize. I apologize.
19 We're going to scratch that.

20 4315: We're, like, two pages up.

21 Q. Okay. So, this is a conversation, a WhatsApp
22 conversation; is that right?

23 A. Yes.

24 Q. And we've got Tyler and Sharon and you having this
25 conversation; is that right?

1 A. Yes.

2 Q. Okay. And Tyler says on August 29th, "Where do I
3 bring the window?" And Sharon replies --

4 THE WITNESS: One second. One second. What time is
5 that? There's a time stamp?

6 MR. HOFFMANN: 8/29. Yeah, 8/29/23 at 10:55 a.m.

7 THE WITNESS: Yes.

8 Q. "Tyler: Where do I bring the window?"

9 A. Okay.

10 Q. "Sharon Property Manager: 22 Angell Street,
11 Johnston."

12 "Anurag: Go to back and left side unit from back."

13 "Tyler: Okay. Can finish second floor and First
14 Street this Monday. No problem."

15 A. Uh-huh.

16 Q. Do you know what window -- was Tyler discussing
17 replacing a window at that property?

18 THE WITNESS: I just need to go back and look.

19 MR. HOFFMANN: Sure.

20 (WITNESS PERUSING DOCUMENT)

21 A. Highland Street.

22 Q. Sorry. I think it's 22 Angell Street, that's what
23 Sharon says.

24 Tyler says, "Where do I bring the window?"

25 She says, "22 Angell Street."

1 Is that a rental unit that you own: 22 Angell
2 Street?

3 A. Yes.

4 Q. So, is a window being replaced at 22 Angell Street,
5 or do you not know?

6 (WITNESS PERUSING DOCUMENT)

7 THE WITNESS: One second, I'm just reading. Hold
8 on.

9 MR. HOFFMANN: Take your time.

10 A. It's not clear, because there's a couple of
11 properties mentioned here.

12 Q. What about that question: "Where do I bring the
13 window?"

14 "Sharon: 22 Angell Street."

15 And then you saying, "Go to back and left side unit
16 from back."

17 What about that is not clear about where the window
18 is going?

19 A. Because what I was saying is the window could be
20 just a glass that we replaced the window, so it could be a
21 glass company. It could be a window for 22 Angell Street,
22 possibly. It could be, you know, it's not clear. A couple
23 of things mentioned here.

24 The context, there's a window that's being replaced,
25 so either being -- being -- there was a crack in the window,

1 and then it probably, we just needed glass, you know,
2 replaced, or there's actually a replacement window.

3 Where it is, it's not clear.

4 Yes; it says "22 Angell Street" here.

5 Q. Okay. So, sitting here today, you don't know what
6 sort of window replacement?

7 A. Yes; exactly.

8 Q. Okay. And who would I have to talk to to figure
9 that out: Sharon, Tyler, or somebody else?

10 A. Probably Sharon.

11 MR. HOFFMANN: All right. Let's go to 4203, please.
12 It's like a hundred pages back. It's another one of the Home
13 Depot invoices.

14 THE WITNESS: 4203?

15 MR. HOFFMANN: Uh-huh.

16 THE WITNESS: Yes.

17 Q. If you look at reference line number 5, excuse me,
18 reference line number 1?

19 A. Yes.

20 Q. "30 x 60 inch Low-E Argon Glass Double-Hung White
21 Vinyl Replacement Window, Screen Included"; is that for just
22 glass or full window with frame?

23 A. Window replacement; full window.

24 Q. Full window. Is that for the Sanford, Sanford
25 Street property?

1 A. Correct.

2 Q. And which unit do you own on Sanford Street --
3 sorry. What the address on the Sanford Street property?

4 A. It might be 17 Sanford Street.

5 Q. But you own both the Sanford Street apartments?

6 A. Yeah; they're side-by-side.

7 Q. All right. And do you know which unit this window
8 was going to?

9 A. Actually, it's probably 13 Sanford Street hallway
10 window.

11 Q. 13 Sanford Street hall window; why do you think
12 that?

13 A. It was broken, so I'm trying to think that maybe
14 that's the window it's talking about.

15 Q. So, was that window a wood window that you replaced;
16 was that a wood window or a vinyl window?

17 A. It was a replacement window.

18 Q. So it was vinyl?

19 A. It's a vinyl window, yeah. The glass was broken,
20 and I think the sash was broken.

21 MR. HOFFMANN: Okay. I just got one more, and then
22 we can take a breather here. I think, anyway. 4126.

23 THE WITNESS: Uh-huh.

24 Q. All right. We have here, the job description is
25 "Bowen Court"?

1 A. Yes.

2 Q. And just for your reference: This isn't the only
3 invoice from Home Depot related to Bowen Court.

4 If you look at the prior pages, you'll see what I
5 mean.

6 Do you think that's an accurate thing I just said?

7 A. Yes.

8 Q. Okay. Do you see where it says, for reference, line
9 number 1, you know, another one of these 30 x -- well, this
10 one is 30 x 52 inch, you see here, as well, the Argon
11 Double -- "Argon Glass Double-Hung White Vinyl Replacement
12 Window, Screen Included"; did this replace a window at one of
13 the Bowen Court units?

14 A. Yes.

15 Q. Okay. And do you know which unit?

16 A. First floor right.

17 Q. First floor right. And to the best of your
18 knowledge, was that a wooden window it replaced, or a vinyl
19 window it replaced?

20 A. I believe vinyl window.

21 Q. How would you be sure that it was a vinyl window, or
22 how would you determine whether it's vinyl or wood?

23 A. Um, actually, there was a violation on that
24 property, so there might of been a picture, so...

25 Q. So, when one of your workers comes to you and says,

1 and it could be a maintenance worker, or Sharon, or John, and
2 says, "Look, we need to replace a window," and you approve
3 the window replacement, do you do any questioning or
4 inspection yourself to determine whether it's a wood window
5 that it's replacing, or a vinyl window that it's replacing?

6 A. No.

7 MR. HOFFMANN: Okay. I guess we can break for
8 lunch. Off the record.

9 (RECESS FROM 12:56 TO 1:52 P.M.)

10 (MR. KANDO NOT PRESENT)

11 MR. HOFFMANN: Thank you so much. We're back on the
12 record after lunchtime here, and we were discussing some
13 windows before, and now we will go a little bit more into
14 certain -- certain properties.

15 Now, have you ever seen this document?

16 I'm going to give you two copies, and I think we're
17 on Exhibit --

18 MS. ELLIOTT: "I."

19 MR. HOFFMANN: "I." We'll mark this as Exhibit I.
20 Exhibit I Marked for ID

21 MR. HOFFMANN: And this document is called: "The
22 Lead-Safe Guide to Renovate Right."

23 (WITNESS PERUSING DOCUMENT)

24 THE WITNESS: I don't remember recently having seen
25 this.

1 Q. So, have you ever seen it before, or you don't
2 know?

3 A. No; I don't know.

4 Q. Have you seen it since June 6th, or so?

5 A. No.

6 Q. Now, when you did work, again, after June 6, at any
7 of the units that Pioneer owns, were tenants that were at the
8 properties at the time that the work was being done provided
9 any notice?

10 A. Notice to come and do the work; yes.

11 Q. Notice that folks were going to come to do the
12 work?

13 A. Yes.

14 Q. Yes. Okay. And how much notice were the tenants
15 provided?

16 A. Depends: 24 hours, 48 hours.

17 If they decide to say, "It's not enough notice," we
18 put another day.

19 Q. But, generally, you have 24- and 48-hours notice; is
20 that right?

21 A. Yes.

22 Q. And you haven't provided this "Renovate Right,"
23 we'll call this document the "Renovate Right pamphlet"; is
24 that okay?

25 A. Yes.

1 Q. You didn't provide the Renovate Right pamphlet to
2 any of these tenants; is that right?

3 A. Yes.

4 Q. Before doing work on their units; is that right?

5 A. Yes.

6 Q. When doing, um, work on any units after June the
7 6th, were any tenants re-housed, as in relocated from one
8 unit to another unit, while work was completed?

9 A. No.

10 Q. Were any steps taken to block off any work zones
11 through plastic separators or anything like that at any of
12 these tenants' units where you did work after June the 6th?

13 A. Separate rooms?

14 Q. There -- are you familiar with what plastic staging
15 looks like, from your eight-hour lead class; do you remember
16 that part of it?

17 A. Plastic sheathing?

18 Q. Uh-huh.

19 A. Yeah.

20 Q. Yes. Was any plastic sheathing put up to separate
21 parts of people's homes from any other parts of people's
22 homes in any of the units where work was done after June
23 6th?

24 A. No.

25 Q. Were any signs put up on any of the properties after

1 work was done after June 6th, any work at all, designating
2 that it's a work zone?

3 A. No.

4 Q. And so for all of these units where work of any kind
5 was done after June the 6th, what was the general process for
6 cleaning up after the work was complete?

7 A. Vacuuming, you know, wiping the dust, you know, off
8 the walls, the windows, the surfaces.

9 Q. Okay. Please continue if there's anything else.

10 A. Making sure everything is cleaned up, and bagged,
11 and removed.

12 Q. And were lead tests taken after that?

13 A. No.

14 Q. Okay. So, the cleanup process did not involve lead
15 testing after the work was done, correct?

16 A. Yes.

17 Q. Sorry. Correct, do you mean, yes, lead tests were
18 done, or no, lead tests were not done?

19 A. No; no lead test was done.

20 Q. And so was work done in units where tenants were
21 living at the time?

22 A. Yes.

23 Q. And those tenants, so, they might vacate the
24 property while the work was being done, but they would --
25 they would sleep in the unit that night, for example?

1 Trying to understanding the process here.

2 Would that be something that would happen?

3 A. I mean, depends on the work.

4 Q. Okay.

5 A. I mean, there's no need for people to move out of
6 their homes if somebody was just doing flooring, or, you
7 know, somebody was changing a faucet or changing a toilet.

8 Q. Understood. So, I honestly am just trying to
9 understand the scope of work that was done.

10 So, just at like a preliminary level, was any, you
11 said that no tenant was re-housed as a result of work that
12 was done?

13 A. Yes.

14 Q. So, that means that tenants who live in units where
15 work was done would, after your maintenance team cleaned up,
16 they would come back to their unit to sleep there that night;
17 right?

18 A. Yes.

19 Q. And their families, if they had families, would come
20 back to these units to sleep there that night; right?

21 A. Yes.

22 Q. And their kids, if they had kids under the age of
23 six, they would come back to sleep there that night, too;
24 right?

25 A. Yes.

1 Q. So, this -- okay.

2 Earlier we went over 99 Oak Street in Woonsocket, we
3 went over some work done there by Diamond Cut painting; is
4 that right?

5 A. Yes.

6 Q. And there are four units in that building,
7 correct?

8 A. Yes.

9 Q. And at the time that Diamond Cut did their work,
10 were there tenants living in those units?

11 A. Um, I think there may have been one unit vacant at
12 the time.

13 Q. Then three units where tenants were living there at
14 the time?

15 A. Yes.

16 Q. And those tenants were not re-housed during the
17 course of that work; is that right?

18 A. Yes.

19 Q. And to your knowledge, no lead testing of any kind
20 was done after Diamond Cut finished their work; is that
21 right?

22 A. Um, there was a lead-test cert. obtained after the
23 work was done.

24 Q. And how long after the work was done was the lead
25 cert. obtained?

1 A. I'd need to look at the date where the CLC was...

2 Q. Okay. So --

3 A. Maybe a month. Maybe two weeks. I don't know,
4 exactly.

5 Q. Approximately two weeks to a month after Diamond Cut
6 did their work, you had an inspection done, and the unit
7 passed the inspection?

8 A. Yes.

9 Q. Excuse me. The units passed the inspection, the
10 lead inspection?

11 A. Yes.

12 Q. And in between the time that Diamond Cut did their
13 work and the lead inspection and certificate were obtained,
14 the tenants were in their apartments there, correct?

15 A. Yes.

16 (MS. ELLIOTT EXITS DEPOSITION)

17 MR. HOFFMANN: Okay. Could we go to, um, 4134.

18 Q. So, here we see materials purchased for work done at
19 6 Fletcher; is that right?

20 A. Yes.

21 Q. And that's four units in Central Falls at
22 6 Fletcher; right?

23 A. Yes.

24 Q. Okay. And, um, so we see work related to, primarily
25 related to flooring, or excuse me, we see materials related

1 primarily to flooring and painting work; is that right?

2 A. Yes.

3 Q. And, um, work also related to, it seems, to shower,
4 shower renovation or repair, whatever the -- or maintenance;
5 is that right?

6 A. Yes.

7 Q. Okay. And I also see the, um, the round wall patch.
8 Is that for -- that's at reference number 2 -- is that for,
9 um, a -- to patch over where there once was a shower head?
10 The 5-inch round wall patch; two, 5-inch round wall
11 patches?

12 A. Possibly.

13 Q. Okay. But you don't know?

14 A. No.

15 Q. Okay. So this unit, there was painting done; is
16 that correct?

17 A. Yes.

18 Q. And do you know if there was chipping and peeling
19 paint in any of these units before that painting was done?

20 A. I'm not sure.

21 (MS. ELLIOTT RE-ENTERS DEPOSITION)

22 Q. Okay. And who would I have to talk to, or what
23 documents would I have to obtain to determine whether there
24 was chipping and peeling paint before the painting was done
25 in the 6 Fletcher units?

1 A. There was only one patch here, then that means that
2 there may not be any paint. There was only two patches.

3 Q. So --

4 A. Two, five-inch patches.

5 Q. Okay.

6 A. So, I would think that there is not any paint, or
7 chipping paint, because there's only two patches.

8 Q. What is something that would make you believe that
9 there was chipping and peeling paint in a purchase order like
10 this?

11 A. Like, major drywall.

12 Q. Okay. So, drywall is something that would make you
13 think that, like, well, drywall would make you think --

14 A. Yeah, you still won't know from peeling paint from
15 the drywall.

16 Q. That would mean that the wall was replaced, but it
17 doesn't mean that there was chipping paint before?

18 A. Yeah; you're right.

19 Q. Before you indicated that you would generally only
20 do a lot of painting in two circumstances: One, where there
21 was a lot of chipping and peeling paint that needed to be
22 fixed up, and the other was where a tenant had to -- had
23 painted over your, like, kind of more neutral colors with
24 their own paint colors; is that right?

25 I don't want to mischaracterize, I want to

1 understand.

2 A. Yeah, can you repeat that question?

3 Q. So, sometimes Pioneer does more painting in a unit
4 versus just more minimal painting; right?

5 A. Uh-huh. Yes.

6 Q. And there are a couple of circumstances where
7 Pioneer might fully repaint a unit; right?

8 A. Yes.

9 Q. And one of those circumstances is where a tenant
10 has, for example, painted a unit a very ugly color that you
11 want to cover up; right?

12 A. Yes.

13 Q. And another situation which Pioneer might repaint a
14 unit is where there's a lot of paint that's chipping and
15 peeling, and you need to repaint it; is that right?

16 A. No, no, no. Not the chipping paint.

17 I said if there was a previous color that the tenant
18 moved out of that was one of the prior standard colors, so we
19 would spot touch-up the paint.

20 So, we would -- Navajo sand is a color that we used
21 to use. Tenant moved out. Living for one year, two years,
22 they move out, and we see that the whole apartment doesn't
23 need to be painted because there's only, you know, some dark
24 marks and some fingerprints and stuff like that, and this is
25 one of the standard colors that we use, Navajo sand.

1 Then we basically, like I was talking about, the
2 cutting, the whole room, we would spot treat with the same
3 matching paint in that area, so it blends in with the, you
4 know, the wall.

5 Q. So there's never been any chipping and peeling paint
6 in any Pioneer units?

7 A. No, I'm not saying that. I'm talking about the
8 reference that you were making about the --

9 Q. Okay. But I'm asking you now: Has there been any
10 chipping or peeling paint in any Pioneer units since June 6,
11 2023, to present?

12 A. Yes.

13 Q. And when that paint is chipping and peeling, and you
14 send one of your workers there to make sure it's, um, ready
15 to be re-rented --

16 A. Yes.

17 Q. -- including to be ready for a CLC, they paint over
18 that chipping and peeling paint, correct?

19 A. Yes.

20 Q. And they might scrape that paint off with a scraper,
21 and then paint over it, correct?

22 A. Yes.

23 MR. HOFFMANN: Okay. Before we broke, we were
24 talking about a particular scraper.

25 And I'll give -- one there, one there. Here you go.

1 It was 1.5 inch 4-Edge Scraper from the Home Depot,
2 I understand that one of your workers purchased it.

3 Q. So, have you ever seen a scraper like this before?

4 A. No.

5 Q. No. If I represented to you that this scraper is
6 primarily used for scraping off paint, would you say I'm
7 wrong, or would you say that that's a fair representation?

8 A. That's a fair representation; yeah.

9 MR. HOFFMANN: Could we go to, um -- so, could we go
10 to -- I apologize. Could we go to 4130?

11 Q. This job description for the Home Depot invoice says
12 "Anthony Street"?

13 A. Yes.

14 Q. Is that 5-7 Anthony Street in Coventry?

15 A. Yes.

16 Q. And four units are there; right?

17 A. Yes.

18 Q. Were those units occupied after June the 6th,
19 2023?

20 A. They were occupied, I'm just figuring out if there
21 was one or two.

22 Q. So, some of the units were occupied, some were not
23 occupied, you believe?

24 A. Might have been not occupied.

25 MR. HOFFMANN: Might have been not occupied; okay.

1 So, I just want to kind of clarify, or bring back up
2 some of the things that we discussed earlier today.

3 Q. You know you've never performed a lead test at this
4 property because you've never performed a lead test at any of
5 your properties; right?

6 A. Yes.

7 Q. And you never filed a Start Work Notification
8 related to this property because you never filed a Start Work
9 Notification related to any of your properties; right?

10 A. After June the 6th?

11 Q. After June the 6th.

12 A. Yes.

13 Q. And you've never provided the tenants at this
14 property a Renovate Right pamphlet, because you've never
15 provided any of your tenants the Renovate Right pamphlet; is
16 that right?

17 A. Yes.

18 Q. Okay. Um, so, I look here at the building materials
19 that were purchased by one of your workers in order to do
20 some -- some work at this -- at this address; do you know
21 which worker purchased these materials, or workers?

22 (WITNESS PERUSING DOCUMENT)

23 A. Mark. I'm not a hundred percent sure.

24 Q. You believe Mark?

25 A. Yes.

1 Q. Okay. Anybody else that you think might have done
2 this work, besides Mark?

3 A. That's what comes to mind right now.

4 Q. Okay. So, again, I'm on 4130 at the moment:
5 "One-gallon Base Eggshell Interior Paint"; fair to say that
6 that's for interior painting?

7 A. Where is it?

8 Q. Reference line 4.

9 A. Yes.

10 Q. Reference line 6: "One-gallon Ultra Pure White
11 Eggshell Enamel Low-Odor Interior Paint and Primer."

12 A. Yes.

13 Q. Fair to say that a gallon of paint will paint over
14 more than six square feet of interior space, correct?

15 A. Yes.

16 Q. I see reference line 10: "3.5 quarts of All-Purpose
17 Ready-Mixed Joint Compound"; do you know what that's for?

18 A. That's for, you know, any -- to fill up the holes.

19 Q. Fill up the holes, 3.5 quarts of compound to fill
20 up, like holes in the wall?

21 A. Wall, ceiling, you know.

22 Q. Wall, ceiling.

23 A. I would think, yes, wall or ceiling, yeah.

24 Q. But you don't know, today, you don't know if it was
25 wall or ceiling, but it was wall or ceiling?

1 A. Yes, or both.

2 Q. The first two reference lines are trim board; do you
3 know what trim board is?

4 A. I believe, I don't know if it's a quarter round for
5 the flooring, moulding for door moulding.

6 Q. Okay. If you go to reference line 20, you see, "A
7 Home Solutions, One quart, All-Purpose Putty"; do you know
8 what that's for?

9 A. All-purpose putty?

10 Q. If you don't know, that's okay.

11 A. Yeah, I don't know.

12 Q. Do you think that all-purpose putty is used to patch
13 holes?

14 A. Yes, but I see joint compound, so that's the reason
15 I'm not sure if this one is plumbing putty or something.

16 Q. Oh, okay. Now, if you turn the page to 04132, here
17 you see under reference line -- let me clarify that this is
18 also for 5 Anthony Street, for the job description; right?

19 A. Yes.

20 Q. And under reference line 1, you see, "One Quart of
21 Premixed Popcorn Patch"; do you know what that's for?

22 A. Ceiling.

23 Q. To replace popcorn ceiling?

24 A. Not replace, actually, I think, I believe it's a
25 spray. You just spray the ceiling, you know, you spray it on

1 the ceiling to match the existing texture of the ceiling.

2 Q. That's why I said "replace." So, it's a patch, so
3 this is already popcorn ceiling, correct?

4 A. Yes.

5 Q. And why would you need to patch popcorn ceiling at
6 this unit?

7 A. Sorry. You're asking me that?

8 Q. Uh-huh. Why did -- I mean, I can assume, but I'm
9 not here to assume, I'm trying to understand why.

10 A. Maybe missing. Maybe missing, you know, so you put
11 on a patch.

12 Q. So, was there a portion of the ceiling where popcorn
13 ceiling had to be replaced at this unit, or one of these
14 units?

15 A. A section of the ceiling; yeah.

16 Q. Okay. If you go to reference line number 2: 18
17 pounds of Easy Sand 45 Setting-Type Joint Compound; do you
18 know what that was for?

19 A. Reference line?

20 Q. Reference line 2; same page.

21 Do you know what that was for?

22 A. Joint compound, that's for, you know, making the
23 wall smooth, the same texture.

24 Q. Okay.

25 A. It doesn't need to be for a patch, doesn't need to

1 be for a hole.

2 It could be if you -- if you want to skim the wall
3 to be able to match the texture, and smooth it out, and paint
4 it; it doesn't need to be for a hole.

5 Q. Understood. It doesn't need to be for a hole, but
6 you would apply it to --

7 A. Skimcoat it.

8 Q. Skimcoat it onto the existing paint?

9 A. Existing wall; yeah.

10 Q. Existing wall. Do you know why the 18 pounds of
11 Easy Sand Joint-Compound was used in this particular unit?

12 A. It's not necessarily that it's bought -- that
13 everything that's bought is going to be used in the same
14 unit. It might be the minimum, or may be used for another
15 unit, I don't know.

16 As far as why is it used, I don't know.

17 Q. Okay. So, Mark would be the right person to ask why
18 it was used?

19 A. Yes.

20 Q. And Mark, in his capacity as a Pioneer, you say,
21 subcontractor, worker, was working for Pioneer when he did
22 this work, correct?

23 A. I believe so. It was Mark; yes.

24 Q. Um, you said that perhaps all 18 pounds wasn't used
25 at this location, but you don't know how much of it was used;

1 is that right?

2 A. Yes.

3 Q. So, you said that part of your cleaning process is,
4 um, after work is done, cleaning up any dust that might have
5 fallen around the interior of a property before leaving; is
6 that right?

7 A. Yeah. Interior, yeah.

8 Q. Would that process have been followed here in this
9 case?

10 A. I would think so.

11 Q. Okay. But no lead testing was done after that; is
12 that correct?

13 A. Yeah. That's correct.

14 Q. Are you aware if any children live in 5-7 Anthony
15 Street, currently?

16 A. Children under six, I don't think so.

17 Q. But you don't know?

18 A. Yeah, I don't know. I don't think so.

19 Q. Okay. Would it change your team's cleanup procedure
20 if you knew a child was living there?

21 A. I would think, yes. Yeah.

22 Q. In what way?

23 A. I mean, cleanup process would still remain the same,
24 but I would think that if there's children, you would be more
25 diligent. More diligent.

1 Q. But still no lead test; right?

2 A. Yeah, because sometimes you have a vacant apartment,
3 or an occupied apartment. That doesn't necessarily mean you
4 don't do the same method, it's just that vacant apartment,
5 nobody's living there.

6 Q. But before you indicated you didn't do any lead
7 testing after work was done for any apartment?

8 A. Correct.

9 Q. Including ones that kids were living at?

10 A. Yes.

11 MR. HOFFMANN: I want to go to 4167, please.

12 This is an invoice related to the job description at
13 9 Anthony Street; tell me when you're there, please.

14 THE WITNESS: Sixty-seven?

15 MR. HOFFMANN: Yup, 4167.

16 THE WITNESS: Yup.

17 MR. HOFFMANN: Okay. I see a number of different
18 descriptions; I'll try and go through the ones that I think
19 might be of interest.

20 Q. One, number one is the all-purpose putty. You
21 didn't know exactly what that all-purpose putty did; is that
22 right?

23 A. Yes.

24 Q. But you approved it as a purchase, nonetheless.

25 Could be to patch a hole, could be to do plumbing;

1 you approved it, right?

2 A. Yes.

3 Q. 1.75 pints of All-Purpose Ready-Mixed Joint
4 Compound; that's to patch a hole; right?

5 A. Yes.

6 Q. Okay. And you don't know how big that hole was,
7 correct?

8 A. No.

9 Q. But you approved it anyway; right?

10 A. Yes.

11 Q. A "Pro Grade Precision Medium Grade Premium Block
12 Sanding Sponge"; do you know what that's for?

13 A. No, I don't know.

14 Q. If I told you that was to sand down a surface, does
15 that sound accurate to you?

16 A. Yes.

17 Q. And you don't know what that was used for?

18 A. No.

19 Q. Who did the work at this unit? The work that we're
20 looking at this customer invoice for.

21 A. Who did this? I would think Mark.

22 Q. You think Mark. Why do you think it was Mark?

23 A. I think he lives around the Coventry area.

24 Q. Mark's your Coventry guy. Okay.

25 THE WITNESS: I just want to make sure that -- that

1 just because somebody says 1.75 pint, or whatever the
2 quantity is, that doesn't necessarily mean that all of them
3 are used at the same property. You know, there's a minimum
4 container that you buy.

5 MR. HOFFMANN: Understood.

6 THE WITNESS: You don't buy, you know...

7 Q. But you, sitting here today, you don't know whether
8 1.75 pints were used, or one pint was used, or 1.25 pints
9 were used, correct?

10 A. Yes; correct.

11 Q. Here we see under reference line number 10:
12 1.5-inch 4-Edge Scraper?

13 A. Yes.

14 Q. Are you comfortable with saying now that was for
15 scraping paint?

16 A. Yes.

17 Q. Um, a number of painting-related items: mini
18 roller, tray, in reference line number 15; a brush in
19 reference line number 14; and then paint and primer in
20 reference line number 17; would you agree that those items
21 were for painting?

22 A. Yes.

23 Q. Okay. Do you know if any children lived at
24 9-11 Anthony Street, in any of the units, after June 6,
25 2023?

1 A. Children under six, um, I don't think so.

2 Q. But you don't know?

3 A. I don't -- I don't -- let me see. No, I'm not a
4 hundred percent sure.

5 Q. Okay. Would Sharon know?

6 A. Yes; Sharon would know. Yes.

7 Q. But you approved this work to be done without
8 knowing whether kids lived there; is that right?

9 A. Yes. This was a vacant. This must have been a
10 vacant unit.

11 Q. Why must it have been a vacant unit?

12 A. Because at the time, there were vacant apartments,
13 vacant units.

14 This is not in a house where kids under six was
15 living there, or any kids. This was a vacant unit, probably
16 on the second floor. I think when we were applying to rent
17 the second floor, or first four.

18 Q. I'm sorry. How many units are in 9-11 --

19 A. Four units.

20 Q. Two in 9, and two in 11 Anthony?

21 A. Correct.

22 Q. These --

23 A. It appears to be a vacant unit.

24 Q. Why does it appear to be vacant to you?

25 A. Because it seems like the whole, the apartment has

1 been painted, so we're not going to go into a house that is,
2 that somebody's already living there, and the whole apartment
3 has been painted.

4 Q. You don't ever do painting while you're doing other
5 work in order to obtain a Certificate of Lead Conformance?

6 A. Yeah, I'll looking at -- it seems like...

7 Q. So, just based on the amount of work that was done,
8 you think nobody was living in the apartment?

9 A. Yes; absolutely.

10 Q. But Buildium would have the information that you'd
11 be looking for to determine whether the unit was vacant or
12 not at this time; right?

13 A. Yes.

14 Q. Did you look in Buildium before approving this job
15 and these products in order to determine if anyone was living
16 in the unit at the time of the work?

17 A. At the time, I would have known, you know, from
18 memory. This is, like, three months old. At this time, we
19 would have known that apartment, the work was done on that
20 same day.

21 If somebody would have asked me, I would have said
22 yes or no, I just can't remember, yes or no, to put a
23 particular date when the tenant moved out, and whether it was
24 vacant or not.

25 MR. HOFFMANN: Can we go to 4286, please? I think

1 we're on Exhibit O.

2 Exhibit O Marked for ID

3 Q. So, here this is a -- I would represent this is a
4 conversation on WhattsApp?

5 THE WITNESS: I was on Home Depot. So, 40 --

6 MR. HOFFMANN: 4286.

7 THE WITNESS: 4286; yes.

8 MR. HOFFMANN: Okay. You know, actually, we might
9 have -- if you need to refer to the prior page to refresh
10 your recollection, it's related to the same conversation, but
11 on 6/17/23, around four, 3:42 p.m., you write, "Charles
12 Street..."

13 Q. Now, this unit is, this building that you're talking
14 about is 1360 Charles Street, North Providence; right?

15 A. Correct.

16 Q. And that has three units in it?

17 A. Four.

18 Q. Okay.

19 A. There's one building with three units, and then
20 there's a cottage in the back.

21 Q. Oh, okay. So, on this text chain you say, around
22 3:43 p.m., "Cabinet door, bottom moulding, closet door in
23 bedroom not on hinge, not installed correctly, gap behind
24 bathroom vanity, baseboards in bedrooms, touch up ceiling in
25 front bedroom, smoke detector in living area, dusty

1 appliances, baseboards, windowsills, counters, caulk around
2 tub"; is that right?

3 A. Yes.

4 Q. Yes. Do you know which unit you were talking about
5 at Charles Street?

6 A. I believe second floor, um, front building, second
7 floor.

8 Q. Okay. And was this unit occupied at the time?

9 A. It was vacant.

10 Q. It was vacant at the time?

11 A. Yeah.

12 Q. Go ahead. And did you, personally, visit this unit,
13 or did somebody else visit it to determine what work needed
14 to be done?

15 A. I believe John was there.

16 Q. Okay. So John was the one who told you what work
17 needed to be done, and then you just wrote it down?

18 A. No; he would have, like, a conversation, like, a
19 WhatsApp conversation.

20 Q. Well, this is that WhatsApp conversation, right, and
21 you were telling John what to do, that's how I understand it.

22 Is that what's happening; are you not telling John
23 what to do?

24 A. No; John is adding to the list, to the work.

25 Q. I see John adding to the list, but don't you write

1 those things like baseboards in bedrooms; you wrote that,
2 right?

3 A. Yes.

4 Q. Okay. So, I just want to understand how you knew
5 that that work needed to be done.

6 A. We would have a conversation. Somebody would have
7 gone there and had a conversation with me, and I would have
8 reviewed the unit quickly, and said, "Okay. Looks like this
9 needs this, this, this, this, this, this."

10 Q. Okay. Got it. And who would have gone to do that
11 review to determine what work needs to be done?

12 A. Like this, John, or Sharon, one of these, based on
13 the conversation.

14 Q. Okay. And, so, just general process, what I'm kind
15 of understanding here is that you don't usually go to units
16 yourself, somebody else goes to a unit, tells you what work
17 needs to be done, and then you approve it or disapprove it;
18 is that right?

19 A. Yes.

20 Q. Okay. And these other people who go to units to
21 determine the work that needs to be done, it's either John or
22 Sharon?

23 A. Generally, the person who's working, who's going to
24 be working there.

25 Q. Or one of your maintenance team?

1 A. Yeah.

2 Q. Okay. And, so, they're the ones doing the visual
3 inspection to determine the level of work that needs to be
4 completed in order to bring the unit to be able to be
5 rented?

6 A. Yes.

7 Q. Or to be able to pass a lead inspection; right?

8 A. One member of the team; yes.

9 Q. It could be John, or somebody else?

10 A. It could be them only.

11 Q. And have any of these individuals taken the
12 three-hour lead-awareness seminar?

13 A. I'm not sure. I don't know the answer.

14 MR. HOFFMANN: Okay. Could we go to 4308, please?

15 Q. Oh, actually, sorry. Before we move on, I want to
16 understand: What did "baseboards in bedroom" mean in that
17 chat?

18 A. Baseboard, that's the -- this is the baseboard
19 (witness indicating).

20 MR. HOFFMANN: So, let the record reflect that
21 you're pointing at the baseboard around this room.

22 Q. I know what a baseboard is, but what do you mean
23 here: "Baseboards in bedroom"; did you mean paint them?

24 A. Paint -- paint them; yes.

25 Q. And do you know why they needed to be painted?

1 A. I believe they moved on. They may have been dirty,
2 may have been fingerprints, they may have been marked.

3 Q. There may have been chipping and peeling paint?

4 A. I would have said that here, to remove the chipping,
5 something.

6 Q. It doesn't say anything about any reason that they
7 needed to be painted; right?

8 A. Actually, they may be missing.

9 Q. Ah, okay. So, did they need to be replaced?

10 A. There may be gaps on the floor, and they may need a
11 new baseboard moulding.

12 Q. Sitting here today, do you know what the reason you
13 wrote "baseboards in the bedroom" was?

14 A. I can try to figure out, you know, but it seems like
15 the baseboard in the -- it talks about painting somewhere, so
16 I would think it's talking about, you know -- you know,
17 putting a new baseboard, baseboards in the bedrooms.

18 I mean, that's what I -- from here, sitting and
19 thinking, at the time, would mean, because we already talked
20 about touch-ups and painting.

21 Q. So, in order to determine whether there were
22 baseboards put into the Charles Street unit, you would just
23 look at the receipt, the invoice for Charles Street, and if
24 there were baseboards purchased, then likely it was a
25 baseboard replacement, correct?

1 A. I would think so; yes.

2 Q. And if there were not baseboards purchased, then
3 likely, it was painting, correct?

4 A. Yes.

5 Q. And in either case, you couldn't tell me
6 definitively what work was done, sitting here today; is that
7 correct?

8 A. No.

9 Q. No or yes; what do you mean?

10 A. No, until I review the documents, I would not
11 definitely know what was referenced to with the baseboards.

12 MR. HOFFMANN: Okay. Could somebody pull up
13 the -- could somebody pull up the receipts from that unit
14 while we move on?

15 (Complied.)

16 MR. HOFFMANN: Okay. Thank you.

17 Q. There are no receipts for Charles Street, I'm told;
18 does that sound right to you that there are no receipts for
19 the Charles Street invoices?

20 A. If it's not there, it's not there. Maybe --

21 MR. HOFFMANN: I'm not trying to fool you here, I am
22 honestly trying to understand what the work that was being
23 done was.

24 Who -- let's try to find the receipts, if they
25 exist.

1 Q. Um, in the event that there were baseboards
2 purchased for Charles Street, your position would be those
3 were the baseboards that were put in Charles Street for that
4 unit, correct?

5 A. Yes.

6 Q. And if there were no baseboards purchased, you would
7 say, "We did painting on those baseboards," correct?

8 A. Yes.

9 Q. Okay. And, so, the documents are the only thing
10 that would tell you one way or another what you purchased;
11 you don't have any independent knowledge, besides the
12 documents, right?

13 A. It's four months ago; yeah.

14 MR. HOFFMANN: That's fine. I just want to
15 understand what I have to look to --

16 THE WITNESS: It's five months.

17 MR. HOFFMANN: This is not a memory test, I respect
18 that. 4308, please; let me know when you're there.

19 THE WITNESS: Yes; I'm there.

20 Q. On 10/4/23, you see, "Sharon Property Manager:
21 Hello, Mark, do you have the before and after pictures of
22 116 Waterman Ave., 1L"?

23 THE WITNESS: Which one is that? What is that?
24 What time is that?

25 MR. HOFFMANN: It's 10/4/23 at 9:25 a.m.

1 (WITNESS PERUSING DOCUMENT)

2 A. Yes.

3 Q. And then it says, "For windows I sent them to this
4 group chat"?

5 A. Yes.

6 Q. Um, we don't have those images.

7 Do you know what -- I don't believe we have those
8 images.

9 Do you know what those before and after pictures of
10 the windows at 116 Waterman, 1L, show?

11 A. I think they were, like, not opening or closing
12 properly. I believe the tenant was complaining.

13 Q. And a picture would show whether it's opening or
14 closing properly?

15 A. I don't remember, but I'm just recollecting based on
16 my understanding about that property, 116, 1R.

17 Q. 116, 1L, not 1R.

18 A. 1L, yeah.

19 Q. So, you don't know --

20 A. Sorry, 1L. I don't know.

21 Q. -- what the windows?

22 A. To be honest with you, 1R had issues with the
23 windows.

24 Q. Do you think --

25 A. I think this might have been the replacement of the

1 glass on the windows. Replacement of the glass on the
2 windows, but, I -- I mean, I'm not a hundred percent sure.

3 Q. So, sitting here today, you don't know, it could be
4 that the windows were having trouble closing, it could be
5 there's broken glass, it could be there's some other reason,
6 correct?

7 A. Yes.

8 MR. HOFFMANN: Okay. Could we go to 4162, please?

9 THE WITNESS: Back?

10 MR. HOFFMANN: Yes. Okay. Let me know when you're
11 there.

12 THE WITNESS: Yes.

13 MR. HOFFMANN: Okay. And here we have, um, a
14 customer invoice?

15 THE WITNESS: Sorry, 4162? I'm on 4362. Yes.

16 Q. Okay. This is work related to, or, excuse me, this
17 is merchandise related to work that was performed at
18 Palm Street; is that right?

19 A. Yes.

20 Q. And which apartments do you own on Palm Street?

21 A. Basement unit, lower level unit, first floor, second
22 floor.

23 Q. And that's 8-10 Palm Street in North Providence;
24 right?

25 A. Yes.

1 Q. And you obtained CLCs for those units on or around
2 July, 2023; is that right?

3 A. Yes.

4 Q. Okay. And were tenants living in those units after
5 June 6th, 2023?

6 A. I believe two of the apartments was vacant.

7 Q. And tenants lived in one of the apartments?

8 A. I believe one apartment was occupied.

9 Q. And you would check Buildium in order to determine
10 whether those buildings were occupied?

11 A. Yes.

12 Q. Okay. So, do you know which units these materials
13 were purchased for?

14 A. Probably for -- (witness perusing document).
15 Probably, um, second floor. I'm sorry, first
16 floor.

17 Q. Why do you think first floor?

18 A. One of these vacant units.

19 Q. So, you think it was purchased for one of the vacant
20 units; and why do you think it was purchased for one of the
21 vacant units?

22 A. To get it ready to rent.

23 Q. Because there was a lot of materials being
24 purchased, you think that the units were vacant; right?

25 A. Yes.

1 Q. Okay. And for the materials, I see 80 pounds of
2 mason mix; right?

3 A. Yes.

4 Q. For reference line 1?

5 A. Yes.

6 Q. Sixty pounds of mortar mix?

7 A. Yes.

8 Q. Do you know what those were for?

9 A. For, like, fixing the foundation, you know,
10 patch the -- patch the foundation, around.

11 Q. Okay. And we see on reference line 4, a "two-inch
12 by four-inch by 88-inch Premium Kiln-Dried Whitewood Stud"?

13 THE WITNESS: Excuse me.

14 Q. Do you see that?

15 A. Yes.

16 Q. Do you know what that was for?

17 A. Um, it says, "Palm Street and maintenance," so, it
18 may -- may not be for Palm Street, so I'm just trying to look
19 here.

20 (WITNESS PERUSING DOCUMENT)

21 A. Not sure.

22 Q. Do you think that would be to replace part of a
23 wall?

24 A. I don't think we replaced any walls there.

25 Q. Do you see reference line 8, the "White Nickel Gap

1 Shiplap Panel"?

2 A. Uh-huh.

3 Q. Do you know what that's for?

4 A. Not sure.

5 Q. Do you know what that is?

6 A. The panel, yeah, it's a panel for a wall.

7 Q. For a wall. So, fair to say that that's to replace
8 a wall?

9 A. So, there's only two quantities: 8 x 4, it's only
10 going to cover, like, one section, but this starts at 8 --
11 either, 8 starts...

12 Q. So, it says, in reference line 8: "Shiplap Panel,
13 two quantities, 7/32-inch by 48-inch by 96-inch Shiplap
14 Panel"?

15 A. Uh-huh. Yes; 8 x 4. Yes.

16 Q. So, it would fix two 8 x 4-foot sections of wall;
17 right?

18 A. It's not, I mean, when I said "fix," it's putting
19 up, it's putting a panel on the -- to cover -- to cover, you
20 know, a wall.

21 It's not necessarily fixing it; it's covering a
22 wall.

23 Q. So --

24 A. You just put the panel on the wall, or on the stud,
25 like, if you have the stud, and the put the panel on there.

1 There may not be any -- that's what I'm trying to
2 say, there may not be anything.

3 Q. Do you know what this was for?

4 A. No, I don't recall.

5 Q. Did you know at the time?

6 A. Possibly. This is, like, four months ago.

7 MR. HOFFMANN: Yeah, and you're aware that the
8 deposition was to know about work that was done on these
9 units after June 6th, and so what we're trying to understand
10 is the work that was done on the units after June 6th.

11 We have these receipts that you provided, which are
12 helpful.

13 This says that there was a 4 x 8-inch panel that
14 you're saying, you're quibbling with the word "fix," and what
15 that means.

16 THE WITNESS: It could have been a closet that may
17 have been enclosed, I'm not sure. Maybe a closet with eight
18 studs. You put the eight studs, you put the two panels on
19 each side, and you put a door.

20 I'm not -- but, I don't know. I'm not -- I don't
21 remember. I'm just using my logic to understand.

22 Eight studs and two panels, but it's not necessarily
23 fixing any wall, it may be a new wall, I'm not a hundred
24 percent sure.

25 Q. Okay. So, it could be that you fixed, that your

1 person who did this work fixed a wall, created a new wall?

2 A. Closet. There may be a missing closet, so they
3 added a closet.

4 Q. Could be they added a closet?

5 A. Possibly.

6 Q. Could be that they added a wall, could be that they
7 fixed a wall; those are the options?

8 A. Yeah.

9 Q. Okay. And do we know who did this work?

10 (WITNESS PERUSING DOCUMENT)

11 A. Jay might have done the work.

12 Q. Who else might have done it?

13 A. I mean, this comes to mind because he was working
14 there at the time.

15 Q. But you don't know who did it?

16 A. Jay.

17 Q. I thought you said it might have been Jay?

18 A. I'm not a hundred percent sure, but more likely it's
19 Jay, because he fixed the foundation, patches.

20 MR. HOFFMANN: Okay.

21 THE WITNESS: People work on the same property more
22 times, so I can't...

23 MR. HOFFMANN: Yup. Can we go to 4157, please? Not
24 too far back.

25 Q. Okay. This relates -- these work materials relate

1 to 8 Mill Street, North Smithfield; is that right?

2 A. Yes.

3 Q. And were these units occupied after June the 6th,
4 2023?

5 A. There were multiple apartments vacant.

6 Q. Well, weren't there two?

7 A. Oh, there's two buildings side-by-side; there's
8 8 Mill Street and 10 Mill Street.

9 This one may be 8 Mill Street.

10 Yes; there is two units.

11 Q. And two units. Okay. Do you know if those two
12 units were occupied after June 6th, or if there was tenant
13 turnover?

14 A. I believe the first floor was vacant.

15 Q. You believe the first floor was vacant.

16 Okay. What about the second floor?

17 A. It was occupied.

18 Q. Huh?

19 A. It was occupied.

20 Q. It was occupied. Okay. And do you know whether the
21 products that were purchased here were purchased for the
22 first floor or the second floor?

23 A. Looks like second floor -- first floor, because
24 there's blinds, and, you know, contractor bags.

25 You know, it seems like they were getting it ready

1 to rent the apartment, and clean out.

2 Q. Clean out and rent an apartment. Okay.

3 I see a number of items that were purchased here:
4 "White oil-based interior Primer spray, sealer, and stain
5 blocker"; reference line 4.

6 "Ceiling tile"; reference line 3.

7 "Paint roller" in reference line 2.

8 Fair to say that there was interior painting and
9 other work done in this unit?

10 A. Yes.

11 Q. Do you know who did it, who did the work?

12 A. Um, Luis.

13 Q. Which one?

14 A. I think Luis C., Calderon; yeah.

15 Q. Calderon. Yeah, okay.

16 A hundred Linwood Ave. in Pawtucket; do you know
17 that apartment building?

18 A. Yes; that was never rented. It's been sitting,
19 like, you know...

20 Q. All vacant?

21 A. All vacant.

22 Q. That's what we were wondering. Currently vacant;
23 has been vacant since June the 6th?

24 A. Yeah; most of the time it's vacant.

25 Q. Most of the time it's vacant, or all of the time

1 it's vacant?

2 A. It's been vacant all the time.

3 You're talking about June 6th; right?

4 Q. Uh-huh.

5 A. Yeah.

6 Q. 178-180 Division Street in Pawtucket?

7 A. Yes.

8 Q. Are these rented out?

9 A. Since June 6th?

10 Q. Uh-huh.

11 A. Three are up, but two are vacant right now.

12 Q. Do you know which one is vacant?

13 A. The front building; first and second floor.

14 Q. Is unit 3 occupied?

15 A. Yes.

16 Q. Do you know if you have a CLC for that unit?

17 A. Um, I believe so, yeah.

18 MR. CALETRI: Can I just ask a question?

19 MR. HOFFMANN: Please.

20 MR. CALETRI: Are you talking about the same, you
21 said 178, but you keep mentioning another unit.

22 I want to just clarify: This is side-by-side with
23 two addresses, or just one?

24 Just so we're on the same sheet of music.

25 THE WITNESS: So, I think it goes with 178-184, you

1 know, so it's, like, I consider them all as, I guess, you
2 know, one combined.

3 MR. HOFFMANN: Yeah, we have it as 178-180; three
4 units.

5 THE WITNESS: And there's also a back unit there, a
6 back building with two units.

7 MR. HOFFMANN: According to our records, there are
8 no -- there's no CLC for unit 3, which you're saying is
9 occupied.

10 THE WITNESS: I think there should be. I mean, the
11 numbering, numbering could be 170-184, 182.

12 MR. HOFFMANN: That's why I'm asking, and you had
13 pointed out that unit 3 was not occupied, and I'm saying --

14 THE WITNESS: It's occupied.

15 MR. HOFFMANN: Excuse me, was occupied, and I'm
16 saying that one, according to our records, does not have a
17 CLC.

18 Q. So, I'm going to ask you: Do you believe that all
19 the occupied units in 178-180 Division Street in Pawtucket
20 have a CLC?

21 A. I believe so.

22 Q. So, sitting here today, you're not 100 percent
23 sure?

24 A. Yes, because you questioned, and now you made me
25 think that it, you know.

1 MR. HOFFMANN: We're still going -- okay. Can we go
2 to 2466? That is, 2466, that's a different volume; it's
3 Volume 5.

4 THE WITNESS: Oh, sorry. This is different.

5 MR. CALETRI: Volume 5?

6 THE WITNESS: Volume 5. Yup.

7 Q. Okay. I'll represent to you that this is a Minimum
8 Housing Inspection Report from the City of Pawtucket for
9 units 2 and 3; is that accurate?

10 MR. CALETRI: What page are you on?

11 A. No, it was not for the unit, it was for the...

12 Q. I'm sorry?

13 THE WITNESS: Oh, sorry, am I on the wrong one?
14 2466; right?

15 MR. HOFFMANN: 2466; yes.

16 THE WITNESS: All right.

17 Q. You're saying it was an inspection report related to
18 the exterior only; is that right?

19 A. Yes.

20 Q. Okay. I agreed with that. Um, and this indicates
21 that first the fire escape windows have --

22 A. Air-conditioners.

23 Q. Air-conditioners in them; is that right?

24 A. Yeah. So, they want to remove the air-conditioners
25 because they make an egress hazard.

1 Q. Okay. That makes sense. And then it also says at
2 the bottom, "Need Lead Mitigation Certificate for back unit";
3 is that right?

4 A. That's lack unit; it doesn't say "back."

5 Q. Oh, for "lack unit"; for the unit that lacks one?

6 A. Yeah.

7 Q. And which unit was that?

8 (WITNESS PERUSING DOCUMENT)

9 MR. HOFFMANN: Oh, excuse me. It probably says,
10 "for 'each' unit."

11 "Need Lead Mitigation Certification for each unit."

12 A. It's just asking for any lead certificates.

13 Q. Yeah. And did you have any lead certificates for
14 these properties at the time this report was taken?

15 A. Yes.

16 Q. You did. And did you show that certificate to the
17 inspector?

18 A. Yes; we provided that.

19 Q. Because I -- my records indicate that you only
20 obtained the unit 2F and unit 3F lead certificates after the
21 day of this inspection; do you disagree with that?

22 A. This is 8/16?

23 Q. Correct. And we have 8/17 as the date that you got
24 lead certificates for 2F and 3F in 288-290 Sayles Ave. in
25 Pawtucket; do you disagree with that?

1 A. We provided the lead certificates, I'm not sure if
2 it was the day after, but it was provided after that
3 complaint was -- this violation was brought to us. I don't
4 know exactly what date.

5 MR. HOFFMANN: So, you obtained -- some of these
6 units, according to our records, you had lead certificates
7 for beginning in July of '23.

8 THE WITNESS: Okay.

9 Q. A couple of them you didn't, according to our
10 records, you didn't get the certificates, the lead
11 certificates, the CLCs, until 8/17/2023, the day after this
12 lead information report; do you disagree with that?

13 A. No.

14 MR. HOFFMANN: Okay.

15 THE WITNESS: The inspection might have been done on
16 8/17, the appointment might not have been available.

17 MR. HOFFMANN: Right.

18 THE WITNESS: You might not see the inspection
19 report until 8/24.

20 MR. HOFFMANN: Well, let's go to 2476.

21 THE WITNESS: 76?

22 MR. HOFFMANN: Yes.

23 Q. This is a letter dated August 17th, from
24 Carl J. Johnson, Director of Zoning in Pawtucket to
25 Pioneer Investments, LLC; right?

1 A. Uh-huh.

2 Q. And it says that the Rhode Island General Laws
3 require landlords to have a Certificate of Conformance; is
4 that right?

5 A. Yes.

6 Q. And it is saying that it's requiring you to provide
7 a Certificate of Conformance for each rental unit that you
8 own at the property for which you've been cited; is that
9 right?

10 A. 288 Sayles Ave.?

11 Q. Right. Is that correct?

12 A. Yes.

13 Q. And so your position is that you ultimately did
14 provide these lead certificates to them, correct?

15 A. Yes.

16 MR. HOFFMANN: Okay. 4184. I think we're going --
17 we're going to go back to Volume 8; 4184.

18 Please let me know when you're there.

19 THE WITNESS: Yes.

20 Q. Okay. 16 Sisson Street is a three-unit building; is
21 that right?

22 A. Yes.

23 Q. And you obtained CLCs for all of these units; is
24 that right?

25 A. Yes.

1 Q. And were these units occupied after June 6, 2023?

2 A. Yes.

3 Q. Okay. Were they all occupied for the entire
4 period?

5 A. Um, I'm not a hundred percent sure.

6 Q. Okay. But you would have that information in
7 Buildium; right?

8 A. Yup.

9 Q. Okay. Unit, if you remember, unit 3 got a CLC a
10 month after units 1 and 2; do you know why that was the
11 case?

12 A. Unit 3 got a CLC one month?

13 Q. Month after.

14 A. Because of access problem? Because we couldn't get
15 into the unit?

16 Q. You tell me, I don't know.

17 A. Yeah, I'm just trying -- that might be it.

18 Q. That could be it, but you don't know?

19 A. Yeah.

20 MR. HOFFMANN: That is the sort of thing, by the
21 way, that, you know, messages can be very helpful, and we
22 don't have, I mean, I don't think we have all of the
23 messages, as we've discussed earlier, and so those sorts of
24 messages, that's why it's helpful to know that.

25 I understand that there's a lot of units here.

1 Q. So, anyway, 16 Sisson Street, Merchandise and
2 Service Summary; a bunch of things purchased to do work in
3 these units, correct?

4 A. Yes.

5 Q. Do you know which units in particular work was being
6 done on?

7 A. It's not clear. Could be a hallway, too.

8 Q. How would I learn which unit or hallway was having
9 work done on it?

10 A. I mean, if I would have seen something, like a line
11 or something to a specific, to a unit, I would have said it's
12 probably a unit.

13 This is, it's probably a common area.

14 Q. So, I see a paint roller, paintbrush, um, caulk;
15 fair to say that this is likely for patching up holes and
16 painting?

17 A. Yes.

18 Q. Okay. And you said it's likely --

19 A. No. No. Caulk is for -- for, like, moulding, fill
20 in the gaps with caulk; it's not for painting.

21 Q. Okay. And you just indicated that it could be a
22 common area, but you don't know?

23 A. Correct; it appears to be a common area.

24 Q. And do you know who did this work?

25 A. Um, I don't know the -- I don't know, exactly.

1 MR. HOFFMANN: Okay. Let's go to -- oh, shoot. Oh,
2 wait a second. Wonderful.

3 Could you go to -- we're going to go really early in
4 the documents: 738, that should be volume, I think it's
5 Volume 2. Yes, Volume 2.

6 Q. Okay. This is an inspection report related to the
7 bathroom at 93 Tweed in Pawtucket; right?

8 A. Uh-huh.

9 Q. It says that interior walls are not properly
10 maintained: "holes; loose; cracks; chipped or flaking paint"
11 in the bathroom, correct?

12 A. No. You could circle -- you would circle if there
13 was an issue, any one of them: If there was a crack, they
14 would circle it, if there was chipping paint, they would
15 circle it.

16 Q. Well, they just wrote an "X" there, so what does the
17 "X" mean to you?

18 A. That there was an issue with the bathroom.

19 The only thing we changed there was a fan there,
20 exhaust fan, missing.

21 Q. And that was the only issue, that you were missing
22 an exhaust fan?

23 A. That's what I'm missing, ceiling, yes.

24 Q. So, they circled "ceiling" there, and say, "ceiling
25 not properly maintained"?

1 A. If you look at any of the other ones, they will
2 circle it exactly.

3 For example: I'm looking at this page 67 -- 671.

4 Q. Page 671?

5 A. Yes.

6 Q. That says, "Roof not properly maintained"?

7 A. They underlined it, or circled it; exactly.

8 Q. Okay. Yup. So, I'm going to go back to 738 here,
9 and I see "Interior," ceiling in the bathroom circled, and
10 you're just saying that that doesn't mean that there was a
11 violation there?

12 A. No, no, no. I say that there's a violation, that
13 the ceiling fan was missing.

14 Q. That was the violation, that the ceiling fan was
15 missing?

16 A. The vent fan was coming out, or was not there.
17 There was something about the ceiling, the exhaust fan, not
18 anything about any holes, or cracks, or loose, or things.

19 If they would have found something, they would have
20 circled it or underlined it, and that's how it goes with
21 inspections.

22 MR. HOFFMANN: Okay. So, I want to go to 649; it's
23 the email from you to Melissa Fontes in Pawtucket, building
24 official there.

25 THE WITNESS: 649?

1 MR. HOFFMANN: Yup.

2 Q. And so you write: "We have a violation on 93 Tweed
3 Street, has been corrected. Please see pic of bathroom
4 ceiling."

5 So, if we turn the page to 650, that should be it.

6 So, it was a light that needed to be replaced; is
7 that your recollection?

8 A. That's what it says on the picture.

9 Q. Before you said it was a fan, but now you believe it
10 was a light that needed to be replaced?

11 A. Yeah, I thought it was an exhaust fan, but it looks
12 like a light.

13 MR. HOFFMANN: Okay. All right. So the light
14 needed to be replaced.

15 THE WITNESS: The main thing I was pointing was it's
16 not necessarily about the peeling paint, or chipping paint,
17 or any holes or anything.

18 MR. HOFFMANN: All right. So, can we go to -- can
19 we go to 2851, please? That's Volume 6.

20 THE WITNESS: Say that again, what was the?

21 MR. HOFFMANN: 2851.

22 (WITNESS PERUSING DOCUMENT)

23 Q. Okay. Is that an image of the ceiling at 93 Tweed
24 Street?

25 A. Yes.

1 Q. Okay. And was that work that was done to replace
2 something at --

3 A. The ceiling. The ceiling, I think, came down or
4 something.

5 Q. Okay. So, fair to say that that is not merely a
6 vent issue, merely a fixture issue?

7 THE WITNESS: What was the date on the violation on
8 the other?

9 MR. HOFFMANN: Um, these documents were produced --

10 THE WITNESS: No, the violation date for the...

11 MR. HOFFMANN: The violation date was 6/16/23.

12 THE WITNESS: Um, okay.

13 Q. So, um, this a document that was, one of the
14 documents that produced to us by Central Falls, so somebody
15 named Cherie C.

16 A. Yes. She's the -- she's the, I believe the, um,
17 Pawtucket representative who's been to all of my prior
18 properties, and selectively calling the tenant to -- to file
19 a complaint.

20 Q. Okay. So, here she writes to Carl Johnson; is that
21 a code official?

22 A. Yes.

23 Q. And Donald Grebien, who I think is the mayor of
24 Pawtucket.

25 "Also, I have other tenants coincidentally who

1 reached out that said the same name, "Iris," who she tried to
2 call her for six months, and she has not responded or came
3 out. This elderly tenant sent me these pictures below of her
4 shower. This is 93 Tweed Street, Pawtucket. If anyone can
5 go out?"

6 So, do you dispute the account provided to
7 Ms. Cherie by this purported elderly tenant?

8 A. No.

9 Q. Okay. So, her ceiling had been like this for six
10 months?

11 MR. CALETRI: Objection.

12 A. No, no, no.

13 MR. CALETRI: Objection.

14 Q. That's what I'm trying to understand: What we have
15 here is somebody named "Cherie C" saying a tenant, who's
16 elderly, reached out to somebody, a woman, for six months,
17 and she has not responded or come out; that's how I
18 understand this issue.

19 A. But, not about this issue. I mean, I don't know
20 what the context was six months ago, what happened, but this
21 ceiling was not like this.

22 Q. For six months?

23 A. Absolutely, hundred percent. It's basically saying
24 that it appears she called six months ago about something,
25 and Iris hadn't responded to her.

1 Q. Okay. And Iris isn't somebody who works for you;
2 fair to say?

3 A. No.

4 Q. She's a code official; right?

5 A. Yes.

6 Q. This tenant is saying, "I've been trying to call the
7 code official for six months. Nobody's responded or come
8 out"; right?

9 A. No. They're saying...

10 Q. Yeah, that's what the complaint is; right? That
11 somebody was trying to get this issue fixed for six months,
12 but you're indicating that you'd completely dispute that the
13 ceiling was this way for six months.

14 How long was the ceiling this way for?

15 A. I'm not -- I'm not sure, but any -- any report, any
16 request we get, we try to resolve it as soon as possible.

17 But this is -- this is claiming that somebody's
18 called for six months ago to come out.

19 MR. HOFFMANN: I'm not saying that that's right or
20 wrong, I honestly don't know. I have an email from the City
21 of Pawtucket.

22 THE WITNESS: Yeah. Yeah.

23 MR. HOFFMANN: I'm trying to get, I'm trying to
24 understand how long this ceiling was this way for in the
25 first instance.

1 A. I don't know the exact time frame.

2 Q. Who did the work to repair the ceiling?

3 A. Tyler.

4 Q. Tyler. And you know it's Tyler because?

5 A. Because he works, you know, he has done work.

6 Q. In Pawtucket, generally?

7 A. Um, yeah.

8 Q. Okay. And, so, I'm just trying to --

9 THE WITNESS: I say things, too, I remember he did
10 the work, so that's the reason I said.

11 Q. So, you remember he did this ceiling work?

12 A. Yeah.

13 Q. So, you remembered, when I was asking you before,
14 the scope of the work that Tyler had done; right?

15 A. What scope of work?

16 Q. This work. You remembered that he replaced the
17 ceiling; right? You just said that.

18 A. Yes.

19 Q. Okay. But you still thought that it was a vent, or
20 maybe a light fixture, correct?

21 A. Yes, because the complaint was about -- it doesn't
22 say "ceiling," and it didn't discuss ceiling.

23 Q. Okay.

24 A. So I was not sure a hundred percent. This is the
25 first time I'm seeing this picture.

1 Q. Okay.

2 A. So I'm not, you know...

3 Q. So is the hole in the ceiling here, based on your
4 understanding now, and if you don't know, it's fine, is that
5 bigger than six square feet?

6 A. Yes.

7 Q. Okay. And so would the RRP Rule require this to be
8 done in a manner that comports with lead safety laws?

9 A. No.

10 Q. Why not?

11 A. It's a drywall ceiling, it's not a, like, a wall.
12 It's a -- I'm not even sure it was a drop ceiling.

13 Q. Is it painted?

14 A. Huh?

15 Q. Is it painted?

16 A. If it's a drop ceiling, then it doesn't need to be
17 painted.

18 Q. Look at the area above the shower; is that a drop
19 ceiling?

20 A. No.

21 Q. Okay. It's a drywall ceiling; right?

22 A. It seems like a drywall ceiling.

23 Q. And you see chipping?

24 I mean, I don't know. You -- I see chipping and
25 peeling, and, you know, paint from that ceiling; is that an

1 accurate description?

2 A. Yes, but it's clear that it's a drywall ceiling.
3 It's a newer ceiling. On the right-hand corner, you have a
4 chip here.

5 Q. I'm not disputing that it's drywall. I mean,
6 drywall can be painted, or not; right?

7 A. Correct.

8 Q. Okay. Is this drywall painted, or do you routinely
9 have unpainted drywall at your properties?

10 A. No; it's routinely painted.

11 Q. Okay. So, this is painted drywall that I don't know
12 what happened to it, you don't know what happened to it, it
13 fell down or something like that; right?

14 A. Yes.

15 Q. And it needed to be replaced or repaired by
16 somebody; right?

17 A. Yes.

18 Q. And it's certainly more than six square feet of an
19 interior repair job, correct?

20 A. Yes.

21 Q. Okay.

22 A. I mean, there are thousands of ceilings being
23 repaired every day, and replaced every day for any emergency
24 repairs of any, regardless of anything.

25 Q. Uh-huh.

1 A. Every single day, thousands of ceilings are being
2 repaired and replaced.

3 Q. In Rhode Island, thousands of ceilings are -- excuse
4 me.

5 Your position is that every day in Rhode Island,
6 based on your research, thousands of ceilings are being
7 replaced and repaired in Rhode Island, pre-1978 nonexempt
8 rental units?

9 A. Not every day, but it's, you know it's common to --
10 I think the point I'm making is not the number.

11 The point I'm making is that a leak from a ceiling,
12 or a ceiling comes down, you know, it's landlord's
13 responsibility to fix the ceiling to make it livable for the
14 tenant for occupancy.

15 I don't know any landlord would wait for, you know,
16 for calling a licensed lead renovator with two, you know, two
17 weeks to find somebody: one week for notification, and
18 another two weeks to come start working on a property when
19 somebody doesn't have a working bathroom.

20 MR. HOFFMANN: Uh-huh.

21 THE WITNESS: This is not a lead renovation
22 remediation job. This is a maintenance job. This is
23 landlord's responsibility to get the property back to
24 business so that the tenant can actually live and house in
25 the property.

1 It's like a, you know, if a hotel was pre-1978, has
2 leak or plumbing issue, they're not calling lead renovator to
3 do that. They would call their technician to figure out the
4 issue so that the plumbing system can run fine.

5 Otherwise, all the plumbers in Rhode Island will be
6 first contacted by lead renovation firm before they do any
7 work in any of the buildings in pre-1978.

8 Same with electricians.

9 Same with any general contractors.

10 The ceiling fell down, and the landlord needs to get
11 back, the ceiling back so that they can live their own life.

12 MR. HOFFMANN: Let me know whenever you're done with
13 answering the question.

14 THE WITNESS: Every project is not --

15 MR. CALETRI: You made your point. You made your
16 point.

17 Q. So, there was a tenant living here at the time that
18 this ceiling had fallen down, and then during the
19 replacement, correct?

20 A. Yes.

21 Q. And did you provide that tenant, or tenants, with
22 the Renovate Right pamphlet?

23 A. No.

24 Q. And did you do a Start Work Notification for that
25 work?

1 A. No.

2 Q. And did anyone section off that portion of the
3 property that work was being done to ensure that lead dust
4 didn't travel to any other portions of the property --

5 A. No.

6 Q. -- or do you not know? No. And was any lead test
7 done after?

8 A. There were sections; yes.

9 So, you can section and close the door, put a
10 sheathing there.

11 Q. Did they put plastic sheathing up?

12 A. I would think so. I mean, I'm not there, so...

13 MR. CALETRI: If you don't know, you don't know;
14 don't guess.

15 You weren't there, and he doesn't want you to guess.

16 MR. HOFFMANN: Correct. Thank you, John.

17 Q. So, was -- I apologize. Was it Tyler who did
18 this?

19 A. Yes.

20 Q. So Tyler would know whether he put up sheathing?

21 A. Yes.

22 Q. Did Tyler wear a respirator when he did this work?

23 A. I don't know.

24 Q. Did Tyler wear any other protective equipment when
25 he did this work?

1 A. I don't know.

2 Q. You didn't ask him to wear that equipment, though?

3 A. I wasn't there. I may not --

4 Q. Did you ask him orally, or in a text message or
5 anything, to wear that to work, to wear that equipment to
6 work?

7 A. No.

8 Q. No. Okay. For 17 Sanford Street in Pawtucket, we
9 don't have -- we have one CLC issued in March of 2023, but we
10 don't have a record of any other CLCs at this time; are those
11 units occupied, or not?

12 THE WITNESS: If you look at it, it also goes by
13 19 Sanford Street.

14 MR. HOFFMANN: Oh, okay. That could be the issue.

15 Q. So are those units, 17-19, occupied, Sanford Street
16 units occupied?

17 A. One of the units is vacant; the second floor.

18 Q. Okay. 132 Spring Street, Pawtucket, are those units
19 occupied?

20 Excuse me. Let me get my time frame for you.

21 Since June 6, 2023, have any of the units at
22 132 Spring Street been occupied?

23 A. Are you talking about the back -- yes.

24 Q. Both of them?

25 A. Yes.

1 Q. Have there been any turnover in any of those
2 units?

3 A. No.

4 Q. Okay. 14 South Street in Pawtucket; is that a
5 five-unit?

6 A. Yes.

7 Q. Have those units been occupied since June 6th,
8 2023?

9 A. They've been vacant, some vacant.

10 Q. Some vacant and some occupied; is that right?

11 A. There's one vacant now, and was also vacant during
12 this time after June 6th.

13 Q. Do you know which ones were vacant and which ones
14 were occupied?

15 A. So, right now, the first floor left is vacant, and I
16 believe the second floor left was vacant after June 6th.

17 Q. So --

18 A. And I'm not sure about first floor right; first
19 floor right also had a ton of work.

20 Q. Okay. So, according to our records, we don't see
21 CLCs, we don't see CLCs for these units; do you think that
22 these units have CLCs?

23 A. Yes.

24 Q. All of them?

25 A. I believe so.

1 Q. It could be that one of them had a conditional
2 lead-safe certificate, because I think there was a poisoning
3 in one of those units?

4 A. Third floor; yeah.

5 Q. But I don't have a record of certificate, so your
6 position today is that there are certificates in all of those
7 units?

8 A. Yes.

9 MR. HOFFMANN: So, we'll just want to double-check
10 that to make sure they're all -- I do see, you know, a lot of
11 work done in these units.

12 Can we go to 4182?

13 THE WITNESS: Which one?

14 MR. HOFFMANN: 4182. We're talking about 14 South
15 Street; Volume 8.

16 THE WITNESS: 4182.

17 MR. HOFFMANN: Let me know when you're there.

18 THE WITNESS: Okay.

19 Q. Okay. I see a 2 x 4-foot plywood project panel?

20 A. Line number 2?

21 Q. Two.

22 A. Yup.

23 Q. Do you know what that is?

24 A. A panel, 2 x 4, a small section.

25 Q. Yup, 8-square feet project panel; is that for a

1 wall?

2 (WITNESS PERUSING DOCUMENT)

3 A. Could be behind the shower?

4 Q. Do you know?

5 A. (No verbal response.)

6 MR. CALETRI: I'm going to instruct you: Don't
7 guess. If you don't know, you don't know.

8 You're not a carpenter, if you don't know, you don't
9 know. You're an engineer, not a carpenter.

10 Q. You don't know. Okay. Do you know which unit at
11 14 South Street that materials were purchased for?

12 A. First floor, left.

13 Q. Why do you believe that to be the case?

14 A. Because it was vacant.

15 Q. Okay. But beside the fact that it was vacant,
16 you're just kind of assuming based on the fact that it was
17 vacant, correct?

18 A. Yes.

19 Q. And who did the work here?

20 A. Tyler.

21 Q. Because it was in Pawtucket?

22 A. Not because of Pawtucket, but I -- yeah, it appears
23 that did he did the work.

24 Q. Um, this is in Pawtucket; right?

25 A. It's in Pawtucket.

1 Q. Okay. And I see, "One gallon of eggshell interior
2 paint"; that's an order to repaint parts of the interior,
3 correct?

4 A. Yes.

5 Q. You would agree that paint comes in less, lower
6 quantities than one gallon; right?

7 A. Yes.

8 Q. So, fair to say that when one of your workers is
9 purchasing a gallon, their intention is to use closer to a
10 gallon of paint than some lesser amount; right?

11 MR. CALETRI: Objection.

12 Q. When one of your workers purchases a gallon of
13 paint, they intend to paint a considerable amount of interior
14 space, correct?

15 MR. CALETRI: Objection.

16 A. "Considerable," I mean, one gallon is the minimum
17 you buy at Home Depot.

18 Q. Did you -- didn't we just go over that you could buy
19 lower, smaller amounts of interior paint?

20 A. No; we never buy a lower amount. What would a quart
21 do? Nobody's going to buy a quart.

22 Q. A quart could do touch-ups; right?

23 A. Right, but practical matter, nobody's going to buy a
24 quart.

25 Practical matter, you buy a gallon of paint so you

1 can reuse other places.

2 Q. Fair to say that in most of those customer invoices
3 your workers are buying at least a gallon of paint?

4 A. Yes.

5 Q. Okay. And so it isn't as though, you know, Tyler is
6 buying a gallon of paint and using it here, and then using it
7 at some other property, and then some other property, and
8 some other property, because then we would not see a gallon
9 of paint listed for all those properties when work is being
10 done; right?

11 MR. CALETRI: Objection. You can answer.

12 A. Yes. I mean, a gallon of paint would be the minimum
13 quantity you would buy, you know -- you know, even if it's a
14 very small amount of paint needed.

15 Q. Okay. So, your position is that even if, you know,
16 a gallon of paint is the minimum that your workers buy, and
17 that doesn't indicate at all whether it's like a six-inch
18 piece, little bit of touch-up, or whether it's, you know, a
19 full wall to be painted?

20 A. Yes. Yes.

21 Q. Okay. So, the only way we would know the exact
22 amount of painting that is done is not through you here
23 today, because you don't know, but through one of your
24 workers; is that right?

25 A. Yes.

1 Q. If they happen to remember; is that right?

2 A. Yes.

3 Q. And you didn't check with them before coming in
4 today to determine how much painting, for example, was done
5 at each one of these properties; right?

6 A. No.

7 Q. Okay. I see a 30-inch x 78-inch six-panel Colonist
8 contractor door with composite, MDF interior door stop;
9 that's just a door, right?

10 A. A door.

11 Q. And that's to replace an old door; what is that
12 for?

13 A. I believe the tenant moved out, and, you know,
14 busted some door.

15 Q. So, it was a broken door, and this had to be
16 replaced?

17 A. Probably a broken door; yeah.

18 MR. HOFFMANN: Okay. Let's go to 2621.

19 THE WITNESS: Same volume.

20 MR. HOFFMANN: 2621 is Volume 5. 2621.

21 Q. So, this is the 305 Prospect Street, Pawtucket; do
22 you know that unit?

23 A. Yes.

24 Q. Okay. So, earlier you were telling me about how
25 Pawtucket circles problems when they appear on a report like

1 this; is that right?

2 A. Yes.

3 Q. So, here the inspector who visited, the "1st (other
4 side) floor at 305 Prospect Street, they circled "interior
5 ceilings not properly maintained; cracks; loose." They
6 wrote, "Ceiling needs repair, ceiling," something,
7 "affected"; do you agree with that? "Ceiling fan affected."

8 A. Something about --

9 MR. CALETRI: Right here.

10 THE WITNESS: Yup.

11 Q. So, that would indicate that the interior ceiling
12 had cracked, and was cracking and loose; is that correct?

13 A. Yes.

14 Q. Is that a painted ceiling?

15 A. Yes.

16 Q. Who repaired that?

17 A. Tyler.

18 Q. Okay. And were there tenants living there at that
19 time?

20 A. No.

21 Q. Who made the --

22 A. At that time when it was repaired; no.

23 Q. Okay. So the tenant made a code, like, filed a code
24 violation, and then they left the unit?

25 A. Yes.

1 Q. And then you repaired it?

2 A. Yes.

3 Q. Were they evicted?

4 A. They -- there was an eviction proceeding and a
5 Consent Judgment.

6 Q. So, did they file the eviction -- was this violation
7 after the eviction proceeding had started, or before?

8 A. Don't remember, but the eviction proceeding was
9 there.

10 Q. Was what?

11 A. There was an eviction proceeding, Consent Order.

12 Q. So, okay. So, your position is that these tenants
13 were gone by when?

14 A. I didn't say when; it was repaired when they moved
15 out.

16 Q. So, they moved out, and only afterward it was
17 repaired.

18 Okay. When did they move out?

19 A. I don't know the exact date.

20 MR. HOFFMANN: Okay. Could we go to 4277, please?
21 That's Volume 8.

22 MR. CALETRI: What page? I'm sorry, 42-what?

23 MR. HOFFMANN: 4277. Okay. This is -- let me know
24 when you're there, Mr. Sureka.

25 THE WITNESS: Yes.

1 Q. So, this is the merchandise and service history for
2 305 Prospect; is that right?

3 A. Yes.

4 Q. And this is pretty recent, right, this is from
5 10/9/2023, correct?

6 A. Yes.

7 Q. And who was making these purchases?

8 A. Tyler.

9 Q. Okay. And do you see where he -- where -- excuse
10 me, it notes that, um, they're purchasing plastic tray liner
11 and a mini roller tray, for painting?

12 A. Uh-huh.

13 THE REPORTER: Is that "yes"?

14 A. Yes.

15 Q. Is that correct?

16 A. Yes.

17 Q. And do you see that where he's buying a mini roller,
18 as well, for painting, on reference line number 9?

19 A. Yes.

20 Q. And then do you see where it says that he's
21 purchasing clear Plastic Drop Cloths, in reference line
22 number 10?

23 A. Yes.

24 Q. And do you see where it says he's buying painter's
25 Tape on reference line number 14?

1 A. Yes.

2 Q. And do you see on the following page, 4278, where it
3 says he's buying P95 particulate replacement filters?

4 A. What is the -- yes.

5 Q. Is it your position that -- sorry. Was this Tyler
6 that was purchasing?

7 A. Tyler; yes.

8 Q. Tyler was purchasing things to comply with the RRP
9 Rule; right?

10 Those are things you would purchase in order to
11 comply with the RRP Rule; right?

12 A. He was purchasing to get the job done.

13 Q. Okay. Well, I'm asking: Was he buying --

14 A. Not necessarily.

15 Q. Yeah. He's buying clear plastic drop cloths, which
16 you need in order to section off rooms, right, for the RRP
17 Rule? And he's buying painter's tape?

18 I'm asking you. If you don't know, you don't know.

19 He's buying painter's tape to tape up that plastic
20 drop cloth, right, so that he can section off a room; right?

21 A. Yes.

22 Q. And he's buying N95 -- P95 particulate replacement
23 filters to make sure he can filter lead dust out of the air;
24 right?

25 A. Yes.

1 Q. So, here, on this very recent merchandise service
2 summary, it appears that Tyler is taking steps to comply with
3 the RRP Rule; right?

4 A. I'm not sure what was going through his mind, you
5 know, but he's, you know, if you think that's what he's
6 doing, then yes.

7 Q. I mean, I'm asking. I want to know.

8 A. No, I can't answer the question, because I'm -- I
9 don't know what, I mean, he...

10 Q. Well, you approved the purchases; right? He called
11 you up, you approved these purchases, you say, "okay," he
12 goes and does the work; right?

13 MR. CALETRI: And you also said you don't know, so
14 answer the question.

15 Q. And I'm not -- I want to go back to the process: Do
16 you approve merchandise orders like this?

17 A. Yes; it's quick, like, ten-second approval.

18 Q. And this was less than a month ago; right?

19 A. Yes.

20 Q. And you approved these plastic drop cloths and
21 painter's tape and P95 particulate filters, correct?

22 A. Correct. Correct, but I don't necessarily look at
23 every single line item when I approve an order when
24 somebody's at Home Depot.

25 MR. HOFFMANN: Okay. Well, I'll say, to my mind, it

1 would be a great thing if he was complying with RRP.

2 THE WITNESS: Yes.

3 Q. Okay. So, he's complying with RRP, potentially, you
4 don't know, in order to do work at 305 Prospect; right?

5 A. Yes.

6 Q. And were these units occupied as of, you know, the
7 time that this work was done in October?

8 A. No; this was for another unit.

9 Q. Which unit?

10 A. First floor in the back.

11 Q. And that unit was not occupied at the time this work
12 was done?

13 A. No.

14 MR. HOFFMANN: We went over Hawes. Yeah, we did.

15 Q. 72 Highland Street in West Warwick, five units; do
16 you know that building?

17 A. Yes.

18 Q. Were those units occupied after June 6th?

19 A. Some of them.

20 Q. Do you know which ones weren't?

21 A. I believe the first floor left might have been
22 vacant, the first floor right is vacant right now, and the
23 first floor, um, rear was also recently rented.

24 Q. Okay.

25 A. So, basically, three of the units.

1 Q. Turned over?

2 A. Turned over; yeah.

3 Q. And the other units were occupied?

4 A. Yes. The front building has two units; they were
5 occupied.

6 Q. And you -- sorry.

7 A. And are still occupied.

8 Q. You have lead certificates for all of these units on
9 the same date in August; does that sound right to you?

10 A. Yes.

11 Q. But your position is that there was no work that
12 needed to be done to bring those occupied units up to
13 compliance in order to get the lead certificate?

14 A. There may have been touch-up painting and stuff.

15 MR. HOFFMANN: Um, okay. Let's go to 1194; that's
16 Volume 2.

17 So, we're going to be talking about 3, 5, 7, 9[sic]
18 Bowen Court in West Warwick.

19 MR. CALETRI: 11?

20 MR. HOFFMANN: 94. Okay. This is a --

21 THE WITNESS: One second, I'm not there. Sorry.

22 MR. HOFFMANN: No.

23 Q. Okay. This is an inspection report from the Town of
24 West Warwick; do you see that?

25 A. Yes.

1 Q. All right. So, when Code does an inspection, fair
2 to say that a tenant has made a report about Minimum Code
3 Violations, generally?

4 A. Yes.

5 Q. And so they are -- that is an occupied unit, right;
6 necessarily, right?

7 A. Yes.

8 Q. Okay. And so in this case, there's an inspection
9 report from the Town of West Warwick related to a particular
10 unit at 7 Bowen Court; do you know which unit originally made
11 this complaint?

12 A. First floor, right.

13 Q. Right. So, is this 7 Bowen, 1R?

14 A. Yes.

15 Q. Yes. So, we have a few failures here, the first is,
16 it says, "Neglected Premises," related to grass and weeds in
17 violation, correct?

18 A. Yes.

19 Q. Okay. The second is for "Interior walls."

20 It says, "Every foundation, floor, roof, ceiling,
21 and exterior wall must be reasonably weathertight, watertight
22 and damp-free, and shall be kept in sound condition and in
23 good repair," et cetera.

24 It says more than that, I just don't really want to
25 read the whole thing.

1 Do you see where it says that?

2 A. Underneath the "Remarks," is the one that the
3 inspector is suggesting. This is just a quote on the top,
4 the remarks, what the inspector brings.

5 Q. Understood. I'm just trying to understand the
6 remarks underneath. I see what you're saying.

7 So, that is what the violation is for, the
8 "Violation 9-8, Interior Walls," but the remarks on 1196
9 state: "The kitchen wall under the window shows signs of
10 water intrusion. Eliminate the source of water and repair
11 the area"; is that right?

12 A. Yes.

13 Q. And then another remark under "Floors," it says,
14 "The bedroom floor is bare plywood subfloor. Install new
15 flooring"; is that right?

16 A. Yes.

17 (MR. GIARRANO EXITS DEPOSITION)

18 Q. And then under "Openable Windows," it says, "Tenant
19 reports that a kitchen window does not open. Ensure that all
20 windows freely open and stay open on their own"; do you see
21 that?

22 A. Yes.

23 MR. HOFFMANN: Can we turn to 1198.

24 Q. We see that this is from September 28th, 2023, that
25 the property has been brought into compliance; right?

1 A. Yes.

2 Q. Okay. So, now, the grass has been cut; right?

3 A. (No verbal response.)

4 Q. Correct?

5 A. Yes, sir.

6 Q. The interior wall has been repaired, that's on 1199;
7 do you see that?

8 A. Uh-huh.

9 Q. The bedroom flooring has been installed? That is
10 1200.

11 A. Yes.

12 Q. Correct. And then replacement windows have been
13 installed, that's under "Openable Windows"; do you see
14 that?

15 A. Yes.

16 Q. And who did this work?

17 A. Mark.

18 Q. Okay. Mark. And was a tenant living here at the
19 time the work was done?

20 A. Yes.

21 Q. And did that tenant have any children?

22 A. Yes.

23 Q. And do you know how old those children were?

24 A. Young. Young.

25 Q. Under the age of six?

1 A. Under six; yes.

2 Q. And so do you know what work Mark did to replace
3 that wall, the interior wall violation?

4 A. Water intrusion?

5 Q. Uh-huh.

6 A. Sealed the wall where the window meets the wall
7 where the water was coming in.

8 Q. It says the "wall has been repaired"; did he repair
9 the wall?

10 A. Yes.

11 Q. How did he repair the wall?

12 A. He removed a section of the wall and repaired it.

13 Q. Okay. Do you know how big of a section of wall that
14 was?

15 A. I don't.

16 Q. Did you ask Mark how big of a section of wall it
17 was?

18 A. No.

19 Q. So it could have been more than six square feet, it
20 could have been less than six square feet; you don't know?

21 A. Yes.

22 (MR. GIARRANO RE-ENTERS DEPOSITION)

23 MR. HOFFMANN: Can we go to -- can we go to 10?
24 We're going to talk a little bit about 10. One second.

25 Q. Okay. Since we're going to talk about 10-12 Youngs

1 Ave.; you're familiar with this unit, of course?

2 A. Yes.

3 Q. This is a four-unit in West Warwick; right?

4 A. Yes.

5 Q. Were these units occupied after June 6th of this
6 year?

7 A. One of the units is still vacant.

8 Q. But three of the other units were occupied the whole
9 time?

10 A. Yes.

11 Q. Do you know which unit was the vacant unit?

12 A. Um, the numbering, I'm not a hundred percent sure,
13 but is the 12-unit two, or ten-unit two? One of them, based
14 on the number, second floor unit.

15 Q. Okay. Did you ever have any lead violations at this
16 property?

17 A. We didn't -- we don't have lead violation, but we
18 got the Minimum Housing Violation, and I think they asked for
19 the lead cert.

20 MR. HOFFMANN: Okay. Can we pull up -- we're going
21 to 1932, which is Volume 4.

22 And I've completely given up with exhibits, but we
23 will get you these documents, Nicole.

24 THE WITNESS: What was the number?

25 MR. HOFFMANN: 1932. Okay. And here we see -- oh,

1 let me know when you're there.

2 Are you there now, sir?

3 THE WITNESS: Yes.

4 Q. Okay. So, we see Charles Davey is the inspector for
5 the Town of West Warwick, right, you see that name listed on
6 there?

7 A. Yes. Yes.

8 Q. And we see a few failures: We see a junked vehicle
9 failure.

10 Was this the tenants or yours, by the way?

11 A. The junk vehicle?

12 Q. Yeah. "Remove any unregistered cars from the
13 property."

14 A. Definitely not ours.

15 MR. HOFFMANN: Not yours. Okay. I just see that as
16 a reason for a fail. I was just wondering.

17 THE WITNESS: We don't want any junk left on the
18 property.

19 MR. HOFFMANN: Understood. Yeah.

20 Q. Okay. So, if you go to the third page, 1934, you
21 see a violation for "Interior Surfaces," and the remarks,
22 I'll ask you if I read this correctly.

23 "Remarks: Repair and repaint areas of peeling and
24 chipped paint, and the holes in several walls in a lead-safe
25 manner"; do you see that?

1 A. Yes.

2 Q. Who did this repair?

3 A. I believe, Mark.

4 Q. And how much -- what was the area that Mark needed
5 to repair and repaint of interior paint, interior surface?

6 A. I don't know.

7 Q. Did you know at the time?

8 A. No.

9 Q. Okay. So, you see this, I want to understand. You
10 see this report, and you say, "Mark, go fix it"; is that
11 right?

12 A. Yes.

13 Q. Okay. And do you ask him to do it in a way that
14 complies with the RRP Rule?

15 A. Yes.

16 Q. You did, you said, "Mark, do this in a way that
17 complies with the RRP Rule"?

18 A. No. No, I didn't say that. No.

19 Q. Do you expect him to do it in a way that complies
20 with the RRP Rule, or did you just not think about it?

21 A. We comply with, think about it, complying with
22 RPR -- RRP.

23 Q. So, what steps did Mark take to comply with the
24 RRP Rule in this case?

25 A. I don't know.

1 Q. Okay.

2 A. I wasn't there.

3 Q. You weren't there. So, Mark, though he was acting
4 as an agent for Pioneer, you just don't have any idea,
5 sitting here today, how he complied with the RRP Rule?

6 MR. CALETRI: Objection.

7 Q. Is that right?

8 MR. CALETRI: Objection. You can answer.

9 A. Yes.

10 Q. Okay. Do you know if any kids were living at this
11 property at the time?

12 A. No.

13 Q. You don't know?

14 A. No. There was no -- nobody living there; it was
15 vacant.

16 Q. Did't we already discuss when the town does its
17 inspection report, the tenant, generally, has made a
18 complaint, or is that incorrect?

19 A. When they file the complaint, yes; when the work was
20 done, no.

21 Q. Okay. So a tenant -- so when the tenant filed the
22 complaint on June 13th, or, excuse me, when the inspection
23 occurred --

24 A. When the inspection occurred.

25 Q. -- on June 6th, 2023, this unit was occupied; is

1 that correct?

2 A. Yes.

3 Q. And there was peeling and chipping paint in that
4 unit, and a hole in several walls in that occupied unit; is
5 that right?

6 A. Based on the inspection report; yes.

7 Q. But then by the time your -- by the time Mark
8 repaired it, that unit was no longer occupied; is that
9 right?

10 A. Yes.

11 Q. Had that tenant been evicted?

12 A. They moved out without paying a month or two of
13 money.

14 Q. All right. So they made this report, and do you
15 know when they moved out?

16 A. Immediately after that. Very shortly after that.

17 Q. Very shortly after that. But to your knowledge,
18 they didn't have kids living there?

19 A. Um, I don't know.

20 Q. Do you know which unit this wall and paint issue
21 occurred in?

22 A. I believe 10B. It was on the second floor, or
23 10B -- it was one of the second floor.

24 Q. So, one of the second floor units, you believe?

25 A. Yeah.

1 Q. So, not one of the first floor units?

2 A. No. No.

3 MR. HOFFMANN: 4302.

4 THE WITNESS: 43?

5 MR. HOFFMANN: Yup.

6 THE WITNESS: 43.

7 MR. HOFFMANN: Volume 8, 4302.

8 Q. Okay. Now, on 8/11/2023, toward the bottom of the
9 page, you send a PDF --

10 A. What is the time?

11 Q. 8/11/23, 8:23 a.m.

12 MR. CALETRI: I don't know. What page are you on?

13 MR. HOFFMANN: 4302?

14 THE WITNESS: 02.

15 MR. HOFFMANN: 4302. If I misspoke, I apologize.

16 MR. CALETRI: 4302.

17 Q. Yeah, so you texted a document, a PDF called --

18 A. Yes; the same one here.

19 Q. So, that's the document we just looked at; right?

20 A. Yes.

21 Q. Um, and Mark said, "Do we know which unit(s) these
22 issues were found in? And do you want me to go inside the
23 units?"

24 And you respond, "Same unit you were" in -- "you
25 were there yesterday"?

1 A. Uh-huh.

2 Q. And so you believe that was one of the second floor
3 units?

4 A. Yes.

5 Q. And then Mark said, "Looks like all issues were
6 addressed"?

7 A. Right.

8 Q. Yes. So, who addressed the units? If it wasn't
9 Mark, who addressed those violations.

10 It appears that Mark did not address these units and
11 these issues; is that correct, or no?

12 A. No, no. He -- I believe that Mark addressed it.

13 Q. Okay. Well, here, Mark is asking you which unit
14 these issues were found in. You tell him which unit, and
15 then when he goes to look, he says, "Looks like all issues
16 were addressed"?

17 A. Yeah, he went there again to make sure before we do
18 an inspection with Charles Davey, make sure that everything
19 is done before he can call for an inspection.

20 Q. I see. So, you believe he had already done it, and
21 had forgotten?

22 A. He had not forgotten, just double-checking, making
23 sure we cross our T's and dot our I's. Make sure every item
24 on the list is done before we...

25 MR. HOFFMANN: Okay. Could we go to 4256?

1 THE WITNESS: Same volume?

2 MR. HOFFMANN: Yes. All right. Please let me know
3 when you are there; both of you.

4 THE WITNESS: 4256?

5 MR. HOFFMANN: Yes.

6 THE WITNESS: Yes.

7 Q. All right. So, here we are at another Home Depot
8 Merchandise Service Summary, correct?

9 A. Yes.

10 Q. And it's related to 159 Park Ave.; is that right?

11 A. Yes.

12 Q. And it's 159 Park Ave., 157-159 Park Ave.?

13 A. I think it's 157 Park Ave., I don't know why it says
14 "159."

15 MR. HOFFMANN: Okay. I was wondering the same,
16 because we have it, the only property we have as 159 --
17 sorry, it's actually 157 Park Ave.

18 Oh, that's right, there is a 149 Park Ave., too, but
19 are we talking here -- so, let me back up.

20 Q. Are we talking, on this merchandise slip summary, is
21 this in relation to 157 Park Ave., or some other unit or
22 apartment building?

23 A. It could have been 149 Park.

24 Q. It could have been 149 Park Ave. Okay. Do you
25 know?

1 A. I believe so, based on, you know, what's here.

2 Q. So, do you know which unit this work was done in?

3 A. I believe 149 Park Ave.

4 Q. 149 Park Ave. Okay. Why do you think it was
5 149 Park Ave.?

6 A. I think the tenant moved out.

7 Q. Okay. Do you believe any work was done at 157 Park
8 Avenue after June the 6th?

9 A. Possibly.

10 Q. Okay. How would you know whether any work was done
11 at 157 Park Ave.?

12 A. I mean, I believe the hallway was done.

13 Q. At 157?

14 A. Yeah, the back hallway, or the front hallway.

15 Q. What was done at the hallway there?

16 A. Um, touch-up paint.

17 Q. What was done at 157 -- or 149? Excuse me.

18 A. I think the second floor had a ceiling issue, I
19 believe, and there was -- actually...

20 (WITNESS PERUSING DOCUMENT)

21 A. Yeah, second floor ceiling issue.

22 Q. Okay. And was this unit occupied at the time this
23 work was done?

24 A. I believe, 7/21, I believe she moved out. I think
25 she moved out, was it 7/1, or 8/1? I'm not a hundred percent

1 sure when she moved out.

2 I think -- the same girl that moved out, I just
3 don't know when she moved out.

4 Q. So, this work could have been done when she was
5 living there, but you don't know, you don't think so; is that
6 correct?

7 A. Yeah. It could have been done while she was living
8 there, or could have been done after she moved out.

9 There were no kids involved, for sure.

10 Q. Okay. And what was the work that was done at this
11 unit?

12 A. I think there was a ceiling that there was a leak,
13 or there was some issue with the ceiling.

14 The ceiling was repaired.

15 Q. Do you know how much of the ceiling was repaired?

16 A. I don't know the exact square footage.

17 Q. Here it has a "4 x 8 foot Gypsum Panel," so, and a
18 quantity of two of them, in reference line number 1; does
19 that refresh your memory?

20 A. Yes; this looks like probably the bathroom.

21 Q. Okay. And that would be to replace a wall that was
22 water damaged?

23 A. A ceiling.

24 Q. A ceiling that was water damaged to the bathroom,
25 then?

1 A. Yeah, bathroom, or the, the bedroom, one of those,
2 or both.

3 Q. And did it replace -- do you know if it replaced
4 ceiling paneling that was painted?

5 A. Replace the ceiling paneling that was painted?
6 Possibly.

7 Q. But you don't know?

8 A. No, I don't know.

9 Q. And who did the work again?

10 A. Luis.

11 Q. Luis. Which Luis?

12 A. Luis C.

13 Q. Luis Calderon. And so before he did this work, did
14 you ask him whether the paneling that he needed to replace,
15 the ceiling that he needed to replace in the bathroom, or the
16 living room, or wherever it was, did you ask him if it was
17 painted?

18 A. It must have been painted before.

19 Q. It must have been painted before. Okay. But you
20 don't think that the RRP Rule would have applied to that
21 work?

22 MR. CALETRI: I'm going to object, but go ahead.

23 A. It was an emergency repair.

24 Q. Why was it an emergency repair?

25 A. There was a leak.

1 Q. There was a leak at that moment, and therefore, the
2 repair had to be done on an emergency basis; is that what
3 you're saying?

4 A. I'm saying that there was -- yeah, there was a leak.
5 It needed to be done as soon as possible.

6 Q. And so your position is that the RRP Rule,
7 therefore, didn't apply, because it was an emergency repair?

8 MR. CALETRI: Objection. I'm sorry, is there an
9 answer?

10 MR. HOFFMANN: Can you read the question, please?

11 (COURT REPORTER READ PENDING QUESTION)

12 A. Yes.

13 Q. Yes. So, your position's the RRP Rule didn't apply
14 because there was an emergency repair?

15 A. Yes.

16 Q. Understood. But this repair was done in July,
17 correct?

18 A. Correct.

19 MR. HOFFMANN: Okay. I want to just circle back to
20 just a couple questions about you as the deponent for this
21 30(b)(6) deposition.

22 THE WITNESS: Yup.

23 Q. So, your name is Anurag Sureka, and you are the sole
24 owner of Pioneer Investments; is that right?

25 A. Yes.

1 Q. And you are the day-to-day manager of the Pioneer
2 Investments real estate; is that right?

3 A. Pioneer Investments, LLC; yes.

4 Q. Okay. And, um, the vast majority of real estate
5 that Pioneer Investments owns is, you know, that Pioneer
6 Investments owns is held in the name of "Pioneer Investments,
7 LLC"; right?

8 A. Yes.

9 Q. But you, Anurag Sureka, also individually own some
10 commercial real estate, as well; right?

11 A. Commercial in Rhode Island?

12 Q. Yes.

13 A. No.

14 Q. No. So, I want to understand a little bit about
15 John and Sharon, because you said that you're the manager,
16 but they, it seems to me, perform some kind of property
17 management functions.

18 In one of the texts, I think, actually, you have her
19 in your phone as "Sharon Property Manager," or something like
20 that; does that sound right?

21 A. Yes.

22 Q. So, is Sharon a property manager, too?

23 A. Sharon is a property manager.

24 Q. And is John a property manager?

25 A. It's -- he's not a -- I mean, he helps out in the,

1 the business, but he's, I mean, that's a, I mean, as a
2 designation, no.

3 Q. I'm only talking about after June 6th here, but you
4 said that John has another job; right?

5 A. He is a subcontractor; he works for somebody else,
6 too.

7 Q. Some of the time, right. And then Sharon has a
8 another job some of the time, you said?

9 A. Yes.

10 Q. And Anurag Sureka, you have another job some of the
11 time, right, or no?

12 A. No.

13 Q. This is your full-time job?

14 A. Yes.

15 Q. So what is your professional background, um, what
16 degree do you have?

17 A. I have a bachelor's in engineering, and a master's
18 in computer science.

19 Q. And from that universities?

20 A. UMass Boston.

21 Q. Both UMass Boston?

22 A. No. One was in India; the engineering.

23 Q. The undergrad degree is from India?

24 A. Yes.

25 Q. And from institution did you get your degree?

1 A. Maharishi Institute of Technology.

2 Q. And then you have a master's in computer science
3 from UMass Boston; right?

4 A. Yes.

5 Q. And after obtaining your master's at UMass Boston,
6 did you have any work history besides running Pioneer
7 Investments, LLC?

8 A. Yes.

9 Q. What work history is that?

10 A. Um, I was intern at Fidelity Investments in
11 Boston.

12 Q. You what at Fidelity?

13 A. I started as an intern.

14 Q. Oh, as an intern, as we all did.

15 A. At Liberty Investments Boston. Then graduated.

16 Did my, you know, master's in computer science, and
17 then worked for a small company, um, X-Rite in Tewksbury,
18 Massachusetts, for approximately six months.

19 Then got hired in Fidelity Investments as a
20 full-time software engineer, and worked my way up to be the
21 principal software engineer, and I don't know what the last
22 designation was, but then I moved to CVS Corporation in
23 Woonsocket. Worked there, I don't know how many years, a
24 couple of years maybe, in technology, and then got hired into
25 Boston Liberty Mutual.

1 Q. Doing information technology?

2 A. Yeah. So, it was big data, big data projects, you
3 know, analytics, big data, you know, working with technology
4 leaders, and, you know, stuff for the group.

5 And in 2018, decided to resign from my job to do
6 real estate.

7 Q. Okay. So, since 2018, you've been doing real estate
8 full time?

9 A. Yes.

10 Q. Okay. And do you even -- strike that.

11 Are there any other people?

12 We've talked about a lot of people today, I'm going
13 to briefly run through their names to remind both of us:
14 Jorge, Tyler, Luis one, Kamal, Mark, Jay, Spencer, Luis two,
15 John, and Sharon; is there anybody else at all who helps you
16 in doing work of any kind at Pioneer Investments, LLC?

17 A. I mean, electrician, plumber, um, that's all of the
18 people I would think. Electrician, plumbers, roofers, um...

19 MR. HOFFMANN: Okay. We'll take five, ten minutes,
20 make sure that we've kind of checked all of our boxes here,
21 and then come back, and then obviously your attorney may ask
22 some questions.

23 MR. CALETRI: None.

24 MR. HOFFMANN: All right.

25 MR. CALETRI: I can tell you that, definitely.

1 We talked about this. I don't mind this being on
2 the record.

3 This is a 30(b)(6) deposition with a limited topic.
4 He's gone for a long time today, produced a lot of documents,
5 barely even -- just -- my discovery hasn't even started.

6 MR. HOFFMANN: Right.

7 MR. CALETRI: So, there's going to be more
8 documents, so we'll have to just see about future
9 depositions.

10 I'm hoping that no matter what happens, we don't
11 need to schedule him any time in the near future after this.

12 And especially if there's any real properties you're
13 concerned about, ask away, but the large part of this is we
14 are acknowledging no Start Up Work Notifications were done.

15 MR. HOFFMANN: Okay.

16 MR. CALETRI: Yes, but we're also saying that
17 they've gotten CLCs, as they said they would, for essentially
18 almost all of them.

19 MR. HOFFMANN: I'm happy to put this on the record
20 before we break.

21 MR. CALETRI: Good.

22 MR. HOFFMANN: Let's just get it done now, because
23 it's easy.

24 MR. CALETRI: Yeah.

25 MR. HOFFMANN: First of all, yes, we agree we'll

1 suspend. I don't plan on doing another deposition of you for
2 some time, but, you know, I'm going to suspend not only with
3 regard to the other pre-June 6th topics, but also with regard
4 to this topic.

5 There were certain questions that you were asked,
6 and just were not able to answer that really were within the
7 scope of the deposition. So, you know, hopefully we can
8 obtain those answers through documents, or depositions of
9 other people, but if we can't, I would have to take up this
10 deposition again on this topic. So, we're going to suspend
11 on that, too.

12 MR. CALETRI: Okay.

13 MR. HOFFMANN: There was a lot of discovery-related
14 things that we discussed today that seems to me they should
15 have been produced.

16 You all can go through that, but the big thing
17 that's jumping out to me is messages with individuals who
18 work for you. Um, you know, I understand you produced the
19 WhatsApp, but we, you know, we really need the full scope of
20 the communications.

21 And I would just say, you know, don't worry about
22 overwhelming us, we can, we're happy to sort through
23 documents, but we do need the full scope of the documents
24 that are responsive to the topic. And, so, if you have
25 individual communications with these folks, you know, just

1 provide them to us as soon as you can.

2 MR. CALETRI: What was -- don't know -- what did
3 he --

4 MR. HOFFMANN: Go ahead, John.

5 MR. CALETRI: What was your understanding of what he
6 said when you asked him questions about what he produced?

7 Because there was an issue, I thought, I thought
8 there was an exchange about, "Oh, well, this wasn't related
9 to the case, this is something that's a text to so-and-so,"
10 or not. Was that --

11 MR. HOFFMANN: Yes.

12 MR. CALETRI: What was your recollection?

13 MR. HOFFMANN: Yeah, so I have it clear in my head.

14 MR. CALETRI: Got it.

15 MR. HOFFMANN: Two issues: One is, I think, and
16 correct me if I'm wrong, Mr. Sureka, but I thought that there
17 were certain communications that you had, or might have had
18 with people like plumbers, and you thought we didn't want
19 those because they couldn't be related to lead-related
20 issues.

21 And my response to that is, really, we're interested
22 in anything related to work done on the properties after June
23 the 6th, for this topic.

24 MR. CALETRI: Right.

25 MR. HOFFMANN: And, so, you know, just provide it.

1 You may be right that it might be totally
2 irrelevant, but in the scope, in the context of discovery,
3 you know, we do -- we're casting kind of a wider scope, and
4 then, you know, we can determine whether RRP applies to it or
5 not, and argue that.

6 And the other thing that I thought was more on the
7 nose, was the communications between individuals. So, like,
8 WhatsApp messages, or text messages, or emails, or whatever
9 between you and Sharon, between you and Luis, between you and
10 Tyler.

11 I understood that you had provided to us a WhatsApp
12 message that included everybody, but you hadn't provided
13 those individual chats, and so, you know, we certainly need
14 the individual chats.

15 Is that incorrect? Are there individual chats with
16 these people?

17 THE WITNESS: Yeah; they didn't have as much
18 substance.

19 MR. CALETRI: That's fine.

20 THE WITNESS: That was the reason.

21 MR. CALETRI: We'll get it to you.

22 THE WITNESS: Too much filtering.

23 MR. HOFFMANN: And with the lead inspectors, I will
24 just say, I had a conversation with Rosa Gonzalez, and when I
25 called her, you know I called her, this is no surprise to

1 anybody, and I said to her, I was calling her because she
2 hadn't -- we didn't believe she had properly attached the
3 documents, the supporting documents to the lead certificates.

4 Um, and I had asked her if she had any notice
5 related to the properties, and my understanding was that she
6 did, and then none were provided to us.

7 MR. CALETRI: From us, or from her?

8 MR. HOFFMANN: From her.

9 MR. CALETRI: I was going to say, I don't have her
10 notes.

11 MR. HOFFMANN: Or you. Or you. My understanding of
12 the way this works, having talked to a lot of lead
13 inspectors, is that very often, you know, either they provide
14 you with notes on work that needs to be done, or you would
15 take notes yourself on work that needs to be done so that
16 your team can go and make sure that the place is up to code.

17 So, if you have documents like that, that's
18 certainly the sort of document that we would need to see.

19 THE WITNESS: I did provide a conversation with
20 Rosa, I think.

21 MR. HOFFMANN: A conversation, you did provide some
22 minimal conversation with Rosa.

23 MR. CALETRI: We did.

24 MR. HOFFMANN: That's right.

25 MR. HOFFMANN: So, we're going to take a break, five

1 to ten minutes, and then hopefully, there might be a couple
2 of last questions, but I don't think there's going to be much
3 more; okay?

4 MR. CALETRI: Very good. We're going to break.
5 Off the record.

6 (RECESS FROM 4:21 TO 4:29 P.M.)

7 MR. HOFFMANN: Okay. A couple of circle-back
8 questions. One of them is about Buildium, Mr. Sureka.

9 THE WITNESS: Yes.

10 MR. HOFFMANN: That portal.

11 THE WITNESS: Yes.

12 Q. We want to understand who your tenants are and when
13 they occupied certain units, and so we want to know what
14 information is contained in Buildium.

15 Does Buildium and your lease agreements state who
16 the tenants are and their ages?

17 A. Ages? No.

18 Q. Okay. Birth dates?

19 MR. CALETRI: Objection.

20 A. No.

21 Q. Okay. So, for example: I've got kids, if I moved
22 into one of your units, um, I would just, like, me and my
23 wife would sign it, but I wouldn't note my kids on the lease
24 agreement, or in any document that goes to you?

25 A. I don't think the kids are mentioned.

1 Q. Okay. So that is not something that you
2 affirmatively ask for when people sign a lease agreement:
3 Whether or not they've got kids?

4 A. No.

5 Q. Okay. But Buildium will tell us, you know, when
6 tenants had the lease agreements to occupy premises with you,
7 unless there was a paper lease; is that right?

8 A. Yes. If you ask me when a tenant, particular
9 tenant, or person, apartment moves in, we can provide that
10 information.

11 MR. HOFFMANN: I think we have asked for that, so,
12 very good.

13 THE WITNESS: On the database.

14 MR. HOFFMANN: Okay. Your workers, your maintenance
15 team, um, many of them took the eight-hour course for lead
16 over the summer.

17 Is it your position that it is -- is it your
18 understanding that it is the responsibility of those workers
19 to ensure that RRP Rule is followed?

20 A. Yes.

21 Q. As opposed to Pioneer Investments?

22 A. Yes.

23 Q. Okay. So, your understanding, your position is that
24 when you hire -- when you ask Mark to do a job, it is now
25 Mark's responsibility to ensure that RRP Rule is followed; is

1 that correct?

2 A. You're talking about before the class, after the
3 class, or?

4 Q. Let's say after the class.

5 A. Yes.

6 Q. Okay. What about before the class?

7 A. Collective responsibility.

8 Q. Collective responsibility. Okay. So that would be
9 both Pioneer Investments and Mark would have a responsibility
10 to ensure that RRP is followed before Mark takes the class;
11 is that right?

12 A. Yes.

13 Q. But after Mark takes the class, that only Mark is
14 responsible to ensure that RRP is followed; is that right?

15 A. Yes.

16 Q. And earlier you indicated that nobody that works at
17 Pioneer, or acts as an agent at Pioneer beside you, to your
18 knowledge, has taken the three-hour lead-awareness seminar;
19 is that right?

20 A. I don't know the answer. I never asked anyone, so I
21 don't know the answer.

22 Q. I want to talk, just quickly, about 260 Lonsdale
23 Avenue in Pawtucket?

24 A. Yes.

25 Q. Do you know how many units are in that building?

1 A. Five units.

2 Q. Five units. And are you aware that there's a
3 history of alleged code violations in that property?

4 A. Yes.

5 Q. Okay. Are you attempting to sell that property now?

6 A. That's already sold.

7 Q. You already sold it?

8 A. Yes.

9 Q. When did you sell that property?

10 A. I believe last month.

11 MR. HOFFMANN: Okay.

12 THE WITNESS: Because I was sick and tired of the
13 torture from -- from -- from the tenants.

14 I owned, very short time; nothing was recent.

15 Really changed from a structure, from a property
16 standpoint.

17 But just because now they're buying the property,
18 Cherie Cruz, the local representative, you know, selectively
19 chose Pioneer to be, you know, complaints for the city,
20 saying, "Oh, you know, this is this, go there, because it's
21 owned by Pioneer, and you need to make sure that the
22 violations are looked at and corrected."

23 Um, you know, it was a pure torture. You know, I
24 believe the second floor tenant, Richard, um, made false
25 claim that, you know, he's -- I'm hoping that it's a false

1 claim -- that he works with Attorney General, and he has met
2 with Attorney General, and that there is, you know -- you
3 know, he has information, and indictments, and this and that.

4 It was such a torture, mental and emotional torture,
5 that, you know, people selectively targeting, um, us that we
6 had to sell the building.

7 And the person who we sold the building, and I was
8 told, was -- was scraping and painting, but nobody, not --
9 same, Cherie Cruz, the same people are not going after them
10 because they're not Pioneer, and they're not Anurag Sureka.

11 So, it's emotional. It's selective targeting.

12 And I'm sure the inspectors in city of Pawtucket are
13 very aware of that.

14 Q. Okay. So did, before you sold it, did your
15 maintenance team clear up those violations that were found at
16 the properties?

17 A. It was sold "as-is."

18 Q. With the violations?

19 A. With the violation that, you know, sold it at pretty
20 significant discount and loss to the new owner so that they
21 can assume the violation. Potential loss.

22 Q. Okay. And so you said that, you know, essentially,
23 the new owners are doing unlawful cleaning, painting
24 activities, and there's not been enforcement against them,
25 but there was enforcement against Pioneer for things like

1 that, and you take that to mean that there was selective
2 enforcement against you; is that right?

3 MR. CALETRI: Objection. You can answer.

4 A. We saw that the building was scraped of paint, we
5 saw that the building was being painted, and yes, there is no
6 doubt that there is a selective enforcement, because
7 Cherie Cruz was going after Pioneer.

8 She's the same person who did the rally on
9 306 Washington Street the first time when this became a
10 Providence news[sic] Journal article.

11 She -- she -- she's contacting the city, going
12 there, sending emails to Carl Johnson, talking to all these
13 people, and going with them to my properties while they are
14 inspecting to make sure that issues are found.

15 When had inspection at Lonsdale Avenue, she was
16 there with Reclaim RI, and herself, and every single
17 inspector. She knows when the inspection happens. She knows
18 when the inspection will happen. She knows when to -- when
19 to go there when the inspection happens. She talks to the
20 inspectors.

21 She tries to even go inside other units, even though
22 it says "Unauthorized Access."

23 And she would -- the same thing with Sayles. There
24 was no, 288 Sayles, my understanding is there was no
25 complaint from any of the units inside. She goes to the

1 property, selectively targeting Pioneer properties. Talks to
2 this inspector: "Oh, you know, this is this issue. This is
3 this issue. Send him the list. Go there and do something.
4 They're under lawsuit."

5 I'm not sure whether she's working with anybody
6 else, but I'm just saying it was selective. It's very
7 obvious she's selecting Pioneer.

8 MR. HOFFMANN: So, I just want to make sure I
9 understand what you're saying, and what -- how you're making
10 these allegations, or claims.

11 Q. So, is your position that the code violations at
12 260 Lonsdale, alleged code violations, are not actually
13 violations at the property, that the violations noted are not
14 real, or is your point that, yes, there are violations, but
15 other people have violations, too, and they aren't being
16 cited?

17 A. Yes. So, to clarify: The violations are real,
18 obviously, because they cite, you know, cite an issue.

19 So, there's no question about it, there's no doubt
20 about it, but it has been selectively enforced to go out of
21 the way to get Pioneer properties, so she would probably not
22 go.

23 My understanding, again, is she's not going to,
24 other landlords and other property owners.

25 For example: 288 Sayles Ave. If you stand there,

1 the exterior violations on the same street, on the left side
2 of the unit, the left side or the right side, but she only
3 points out 288 Sayles. If you -- if you stand there, you'd
4 see violation.

5 288 Sayles is here, you'd see a violation here,
6 you'd see a violation here, you possibly would see a
7 violation here, but only violation that's reported is here
8 (witness indicating).

9 Q. Okay. And your position is that all of those units
10 are similarly owned by, you know, they're not owner-occupied,
11 and they're actually occupied right now and all of that?

12 A. They're multi-family properties, they're four-
13 five-unit properties.

14 If you look at 280 Sayles Ave. on the street, you
15 would see it.

16 Q. Okay. Oh, last thing. Yeah, I guess the question
17 is just when you sold.

18 Do you know, actually, when you sold that apartment,
19 260 Lonsdale?

20 A. Apartment, or the building?

21 MR. CALETRI: The building.

22 Q. The building. Apologies.

23 A. Last month.

24 Q. Sometime in --

25 A. September.

1 Q. September. Late September or early September?

2 A. I think late September.

3 MR. HOFFMANN: Okay. I have no further questions,
4 but we'll suspend.

5 THE WITNESS: I have something to say.

6 MR. CALETRI: What?

7 THE WITNESS: I have something to say.

8 MR. CALETRI: Oh, no; not on the record.

9 MR. HOFFMANN: Yeah, you can tell me right after
10 that.

11 MR. CALETRI: Absolutely not.

12 MR. HOFFMANN: So, we'll suspend. We'll suspend
13 this, and come back.

14 MR. CALETRI: Off the record. We're done. Thank
15 you. I'll get a mini.

16 (DEPOSITION SUSPENDED AT 4:43 p.m.)

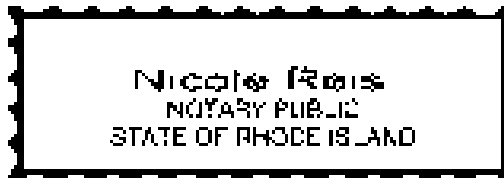
17 Exhibits C, D, F-H, J-N, P-F2 Marked for ID
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C-E-R-T-I-F-I-C-A-T-E

I, NICOLE REIS, RPR, Commissioner and Certified Court Reporter, do hereby certify that I am expressly approved as a person qualified and authorized to take depositions pursuant to the Rules of Civil Procedure of the Superior Court, especially, but without restriction thereto, under Rule 28 of said Rules; that the Witness was first sworn by me; and that the foregoing transcript contains a true record of the proceedings.

Reading and signing of the transcript was not requested by the deponent or any parties involved upon completion of the deposition.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of November, 2023.



NICOLE REIS, RPR/NOTARY PUBLIC
MY COMMISSION EXPIRES: January 20, 2025
R.I. NOTARY NO.: 754876
RPR NO.: 852392

IN RE: STATE OF RHODE ISLAND, ET AL. VS.
PIONEER INVESTMENTS, LLC; ANAURAG SUREKA
DATE: OCTOBER 30, 2023

1 Reference No.: 10452751

2

3 Case: STATE OF RI vs PIONEER INVESTMENT

4

DECLARATION UNDER PENALTY OF PERJURY

5

6 I declare under penalty of perjury that
7 I have read the entire transcript of my Depo-
8 sition taken in the captioned matter or the
9 same has been read to me, and the same is
10 true and accurate, save and except for
11 changes and/or corrections, if any, as indi-
12 cated by me on the DEPOSITION ERRATA SHEET
13 hereof, with the understanding that I offer
14 these changes as if still under oath.

10

11

12

Anurag Sureka

13

14

NOTARIZATION OF CHANGES

15

(If Required)

16

17

Subscribed and sworn to on the _____ day of

18

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_____, 20____ before me,

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(Notary Sign) _____

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(Print Name) _____ Notary Public,

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in and for the State of _____

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Reference No.: 10452751
Case: STATE OF RI vs PIONEER INVESTMENT

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Reason for change: _____

SIGNATURE: _____ DATE: _____
Anurag Sureka

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Reference No.: 10452751
Case: STATE OF RI vs PIONEER INVESTMENT

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SIGNATURE: _____ DATE: _____
Anurag Sureka

EXHIBIT D

AFFIDAVIT OF MELISSA GRUSSI

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

1. My name is Melissa Anne Grussi.
2. I am 39 years old.
3. I currently reside at 148 Brookside Avenue, Unit #1 in West Warwick, Rhode Island 02893.
4. My landlord is Pioneer Investments, LLC ("Pioneer").
5. Upon information and belief, Pioneer is owned and operated by an individual named Anurag Sureka.
6. To my knowledge, neither Pioneer nor Anurag Sureka nor any other agent of Pioneer resides in any of the units in 148 Brookside Avenue, West Warwick, Rhode Island.
7. I have lived at this residence since July 2017, over 5 years.
8. I currently live in my unit with my fiancé, Hector Munoz, Jr., and my three children.
9. The names and current ages of my children are as follows:
 - a. Luciano, 18;
 - b. Sergio, 12;
 - c. Rosealiea, 4, who I became pregnant with while living at 148 Brookside Avenue, Unit #1.
10. In or about July 2017, I found a listing for 148 Brookside Avenue, Unit #1 on Craigslist.
11. The Craigslist listing stated that heat and hot water were included in the price of rent and that a washer and dryer would be allowed.
12. I responded to the listing, and sometime later, signed a written lease. Over the years, I have requested copies of my lease(s), and Pioneer has failed to provide them.
13. Upon moving into the unit and throughout my tenancy, I have discovered numerous issues with my unit and the 148 Brookside building in general that Pioneer has failed to fully address in a timely manner, or, in some instances, to address at all.
14. Management and payment of utilities:
 - a. Upon moving into the unit in July 2017, I discovered that Pioneer failed to notify the electric company that tenants would be occupying the unit. I was therefore unable to obtain electricity for two weeks. As a result of this, I had to put myself in a hotel and arrange alternate housing for my young children for those two weeks at my own expense.
 - i. My understanding at all times has been, and continues to be, that the gas utility, and therefore the gas heat, are included in my rent. The gas is billed in Pioneer's name and is paid for by Pioneer. Since 2018, I have received inadequate heat in my unit. Throughout the cooler months, my apartment is typically around 56 degrees Fahrenheit, however, it can get significantly colder depending on the weather conditions. I have had to use electric heaters all day every day during the cooler months, to keep my home in a habitable condition. In the winter of 2021-2022, my monthly electric bill was over \$400 due to the use of electric heaters to keep my home warm. On January 16, 2022, I informed Pioneer agents via a text groupchat which included Mr. Sureka, and through the maintenance portal, that the heat in my unit was not working and that there was a history of the heat not working. Mr. Sureka said that someone would come that day to address the issue. Mike Lopes, Pioneer's maintenance man, came three days later to

repair it. Ultimately, that work helped but did not completely resolve the issue, which remains unfixed to this day. Ex. A.

ii. On February 4, 2023, with the issue being unresolved, I submitted a request in the tenant portal informing Pioneer of inadequate heat in my apartment. Ex. B.

b. My understanding at all times has been, and continues to be, that the water utility is included in my rent. The water is billed in Pioneer's name and is paid for by Pioneer. Although that has been the agreement since I moved into the unit, Pioneer has failed to pay the bill or comply with the orders of the water utility in a timely fashion on several occasions throughout my tenancy. My water was subsequently turned off in the fall of 2020 and the summer of 2021. Due to my own self-advocacy, the water was turned off for only brief periods (less than a day). Exs. C, D, E.

15. Plumbing:

a. On or around June 14, 2018, I noticed sewage from the third-floor unit leaking into the bathroom in my unit. The ceiling became discolored, and the smell of urine and fecal matter became pungent and unbearable. I reported this issue to Pioneer via text to a groupchat including Mr. Lopes and Anurag Sureka on or around the same day. My family and I had to live with these conditions for nearly three years as Pioneer has failed to fully address the cause of this issue. Ex. F.

b. On August 26, 2021, I reported that, despite the fact that agents of Pioneer informed me that the toilet in my second bathroom had been fixed, the toilet continued to leak and the floor was still rotted. I lived with this condition until March 2023 when Pioneer maintenance replaced the floor and re-installed the same toilet. Exs. G, H.

16. Lead Hazards:

a. Near the beginning of my tenancy, I was pregnant with my youngest child. She has only ever lived at this property and is currently under the age of six.

b. On information and belief, the property was built before 1978. Ex. I.

c. Because I had small children when I moved in in July 2017, I took it upon myself to ask Pioneer about lead hazards at that time. I knew to ask because I have family who own old houses that are not safe for kids which made me aware of the issue. I saw multiple layers of paint in my unit and thought to ask. Ness Locke, a Pioneer property manager at the time, said something to the effect of "it's fine, don't worry about it." I understood this to mean that the house was lead-safe, because they said it right after I asked if there was lead in the house.

d. Pioneer did not provide me with a lead disclosure regarding any known lead hazard on or at the property or inform me as to whether or not they had obtained a lead certificate for my unit.

e. There continues to be damaged paint throughout my unit, with paint and paint dust falling from the windows and doors. Exs. J, K, L, M, N, O, P.

f. Despite the concerns I have about lead, Pioneer has sent people to my unit with power sanders, electric saws, and drills to make repairs in the unit while I lived there with my children.

17. Bathroom Leak & Mold:

a. In May 2018, while I was pregnant, water began to leak into my bathroom, ruining my bathroom ceiling, window, and wall.

- b. I reported this issue immediately to Mr. Sureka and Mr. Lopes through the groupchat and continued to do so over a span of years. Nearly every time I saw Mr. Lopes I asked him about the leaking ceiling. Mr. Lopes and Mr. Sureka consistently told me it was fixed when it was not. I know it was not fixed because it continued to leak.
- c. On August 26, 2021 and January 3 , 2023 I reported that the leak in my bathroom had caused the growth of mold. No one came to look at the leak, and I was told to continue to report it if the leak continued to be an issue. During this time, mold continued to accumulate in the bathroom, posing a health hazard for my entire family, but particularly to one of my sons, who suffers from asthma. Exs. Q, R.
- d. Between 2021 and until March 2023, Pioneer did not send anyone to remove the mold and instead has told me to clean up the mold myself.
- e. In the master bathroom, there was a gaping hole in the ceiling between May 2018 and March 2023. I was forced to put up cardboard and lay down a bucket over the years to prevent more leaking, more water damage, and keep out the elements. Exs. S, T.
- f. In March 2023, Pioneer sent a maintenance team to fix the bathrooms. I lived in the house while they renovated the bathroom, and Pioneer did not offer to house me or my family elsewhere while they worked, nor did they offer a reduction in rent. Ex U.

18. Rodents and pests:

- a. My apartment is infested with rats. They live in the basement of the building and in my unit. They have attempted to come through the drop ceiling in the past. They live in the walls. I hear them every day. The rats are aggressive, and they have lunged at people. Ex. V.
 - i. On June 21, 2021, I reported to agents of Pioneer that there were two dead rats in the basement, and that I disposed of them. Ex. W.
 - ii. On August 26, 2021, I used the resident portal to submit a maintenance request regarding the rats. I informed Pioneer that as of that date, I had had to catch and kill six rats in my home and/or remove them from the basement myself. I reported that the rats kept coming into the house and that this was an ongoing issue that I had made agents of Pioneer aware of in the past. No extermination occurred until February 9, 2023, when my living conditions were reported on in the Providence Journal. Even still, I continue to have to remove dead rats. Ex. X.
- b. There are insect nests inside the windows in my unit. The windows were improperly installed, allowing bees, hornets, and other insects to get inside my home. This is especially concerning given that I am allergic to hornets. I have consistently reported this to Pioneer or its agents via the groupchat. On April 26, 2021, I again made agents of Pioneer aware that insects were coming into my unit. I was told that someone would come by in a few days to make the proper repairs. No one came, and I had to buy insect repellent and remove most nests ourselves. Ex. Y.
- c. After years of asking Pioneer to address these pest issues, Sharon Crowther, an agent of Pioneer, arrived at my unit in February 2023 along with a man who had commercial pest spray and mouse traps to address the issues in my home. However, this did not resolve the issue, and I continue to have handle it myself.

19. Landscaping and exterior:

- a. It has been and continues to be my understanding that Pioneer is responsible for maintaining the exterior of the property, including cutting the grass and snow removal. Pioneer has consistently and repeatedly failed to maintain the property during my tenancy, allowing the grass to grow several feet high on more than one occasion and constantly failing to remove snow and ice from the property.
 - i. On September 23, 2020, I reached out to agents of Pioneer noting that the grass at the property had only been cut once during the summer of 2020, and asking if the grass would be cut again. Mr. Lopes responded the next day saying he would be by that weekend to do what he can. He never came. Ex. Z.
 - ii. In summer of 2021, I consistently informed Pioneer that the front and back of the property was overgrown and even paid someone myself to cut the front yard because it was unsafe, full of ticks, and I was concerned for my children. After informing Pioneer of the conditions of the yard, I did not receive a response. Ex. W.
 - iii. On August 26, 2021, I used the resident portal to submit a maintenance request regarding the lawn care. I informed Pioneer that I was no longer going to complete the lawn care and continue paying out of my own pocket for others to complete it. Ex. AA.
 - iv. In summer 2022, they still had not cut it, and I ended up cutting it anyway.
 - v. In January 2022, I texted the Mr. Sureka to inquire as to whether Pioneer would be taking care of snow removal. I informed him that this was the fifth year that my family and I had purchased rock salt and taken care of the snow removal. I did not receive a response. Ex. BB.
- b. Due to the unresponsiveness of Pioneer, I have had to arrange for snow removal and lawn services myself. In December 2019, I reported a damaged manhole cover in my driveway that had begun to sink and cave in, to Pioneer.
 - i. As of January 2021, the manhole cover was not fixed. Ex. CC.
 - ii. Eventually, in or around June 2021, the hole was filled with pebbles and a traffic cone was placed on top. I feel that this issue was inadequately addressed as Pioneer did not address the root cause of the sinking manhole cover. Ex. DD.
 - iii. On August 26, 2021, I again reported the sunken manhole via the online residence portal. I informed Pioneer that the manhole was falling in and that I had popped a tire as a result of the hole. I also reported that the manhole cover had sunken almost a foot into the ground and that this was dangerous as my children were at risk of falling in. I noted that Mike Lopes, a Pioneer agent, had been aware of the issue for months. Ex. EE.
- c. Both wooden porches attached to my unit are rotting. In December of 2022, my son walked onto my unit's front porch and his foot and leg fell through. I reported this to Pioneer immediately, in or around December 2022, and followed up by reporting it again in or around January 2023 via the online portal. The hole in the front porch was fixed in March 2023, but the side porch remains unfixed. Exs. FF, GG.
 - i. Sharon Crowther also observed the hole in or around January 2023.

20. Miscellaneous:

- a. There are divots in the flooring and subflooring throughout the house that cause my daughter to trip and fall.
- b. The foundation of the home is cracked.
- c. The light in my son's bedroom did not work for approximately two years. On August 26, 2021, I submitted a maintenance request for this issue in the online portal and it was only recently repaired in March of 2023. Ex. HH.
- d. There is no accessible ventilation in any of the bathrooms or above the stove in the kitchen.

21. Code Enforcement:

- a. Unsatisfied with the unsafe and unsanitary conditions of my unit, I contacted West Warwick municipal code enforcement in 2019, 2020, 2021, 2022, and 2023. Municipal code enforcement conducted inspections of my unit. Multiple violations were found each time, and the city of West Warwick issued Notices of Violation to Pioneer.

22. Repairs:

- a. From July 2017 until August 29, 2021, I communicated maintenance issues and discussed the rent through text message, phone call, and in-person conversations with individuals who I believed at all times to be agents of Pioneer, including Michael Lopes, Amy Lopes, Anurag Sureka, Sharon Crowther, and an individual who I only know as Manav.
- b. On August 29, 2021, I was informed that Michael and Amy were no longer working for Pioneer, and that all non-emergency maintenance requests should be put into an online resident portal. Exs. II, JJ.
- c. Generally, all requests for maintenance went unanswered for extended periods of time, taking months to secure temporary solutions, if the issues were addressed at all.
- d. When maintenance did come, it was usually weeks after submitting a maintenance request, and without 48 hours notice. The maintenance workers that Pioneer has sent in the past have a practice of examining the issue, informing me they that will be back to fix it, and never returning.
- e. Although I have reported the issues listed above, I am still waiting on repairs related to the following, all of which have also been reported to Pioneer:
 - i. Bathroom: the hole over the bathroom remains;
 - ii. Mold;
 - iii. Closet destroyed by rats;
 - iv. Plumbing under kitchen sink leaks;
 - v. Other bathroom, mold, flooring, leaking, toilet;
 - vi. Side porch is still rotting;
 - vii. Still water in the basement, including storage area;
 - viii. Rat corpses and rat feces downstairs.

23. Paying rent:

- a. At the time of move-in, my rent was \$1,450, and had increased periodically to \$1,950, which is what I pay now.
- b. I pay my rent via transfer from my personal bank account to Pioneer's bank account.

- c. When I moved in in July 2017, I was told by an agent of Pioneer, Ness Locke, to pay on 15th of each month. Beginning in August 2017, I consistently paid the rent on the 15th of each month, due to the situation described in Paragraph 14(a) above.
 - d. From July 2017 through April 2022, I was never late on a rent payment. In May 2022, my kids were sick with COVID-19 and I was hospitalized, and unable to work; for that reason, I first missed a rent payment on May 15, 2022. On May 23, 2022, I applied for Covid relief rental assistance to pay my rent. Despite the illness of me and my family, my record of on-time payments, and my pending application for rental assistance, Pioneer began eviction proceedings against me and I was served with an eviction notice at the end of June.
 - e. In August 2021, Pioneer began using a resident portal, which in addition to other features, displays a history of payments made by me and charges from Pioneer dating back to October 2020. Shortly thereafter, I noticed that I was being charged a late fee for paying rent on the 15th of the month, even though I had been paying rent on that date for years at the direction of Pioneer and it was my understanding that my rent was due by the 15th of each month. On August 26, 2021, I provided this information to Pioneer via a general inquiry on the resident portal. I did not receive a response and continued to be charged the erroneous late fee. Exs. KK, LL.
 - i. Almost every month since Manav began working for Pioneer, I received text messages accusing me of not paying rent and threatening to charge me a late fee, even though I pay on the 15th, and had been doing so since I moved in. Additionally, Pioneer has a practice of collecting my rent payments and asking me to produce proof that I have paid the rent. Ex. MM, NN.
24. During my time as a Pioneer tenant, I expended a great deal of money on utilities and property maintenance that I believe were supposed to be covered by Pioneer. Although I did ask on one occasion when I had to purchase a snowblower, I was never granted a reduction in rent or any other form of compensation for these costs.
25. Decided to stay:
- a. Given the conditions I have experienced as Pioneer tenant, I have attempted to move out of my unit. I started looking for another place to live in or around 2019-2020; however, it has been hard to find a place in Rhode Island or Massachusetts that I can afford that is big enough to house my family.
 - b. Recently, the eviction proceedings Pioneer commenced against me in the mid-2022 have also made it exceptionally difficult to find a place to rent as potential landlords will not rent to me with this blemish on my record.
 - c. Because I have been open and public about reporting Pioneer to code enforcement and about Pioneer not treating these issues seriously, I felt that I needed to go public to bring attention to the problems. Other landlord have told me that they are not inclined to rent to someone who is outspoken about tenants right, that they are afraid I will cause them trouble.
26. Retaliation:
- a. In a phone call on or around January 22, 2023, Ms. Crowther and Mr. Sureka told me: "You have three options: (a) stay in your apartment and stay quiet, (b) see the

Providence Street unit because I was a long-standing, valued tenant, and (c) get out." I was given one week to decide.

- b. On or around January 30, 2023, I engaged in a phone call with Mr. Sureka in which he advised me that I need to move out because I'm making "noise," with, among other things, Reclaim Rhode Island, a tenant advocacy group. I explained that the Providence Street unit was not right for my family, so we would be moving to option (c) due to my speaking out. He said I can't stay there and complain. He told me I had 60 days to move out.
 - c. Because Mr. Sureka told me 60 days on the phone but provided no written notice of termination, I continued to pay my rent.
 - d. On March 29, 2023, Pioneer provided a notice that they were terminating my tenancy, Ex. OO.
 - e. Shortly after I went public with my story in the Providence Journal, in early February 2023, Sharon Crowther of Pioneer came to my home. At that time, she informed me that she said she was worried about "certain people who speak out" because she seemed to believe that that Pioneer will evict them. I understood this as a threat that I would be evicted if I continued to speak publicly about my living conditions.
27. I have collected photographs, text messages, portal maintenance requests, and other evidence and attest to its authenticity; these materials are attached to this affidavit and initialed by me.

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


Melissa Grussi

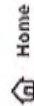
Signed and sworn to me on this 12th day of April, 2023.

ANNE PETRARCA
COMMISSION EXPIRES - 2/7/2024



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

EXHIBIT A



Home



Payments



Requests



Announcements



Documents



Contacts



< Maintenance request

Heat

No heat Someone shut off the white switch that controls my heat zones for my apartment I am putting a new order in while texting the landlord now for some reason my other request never saved.

Property manager has permission to enter property

No pets on property

Entry notes: You can go to the basement anytime.. my heat is off .. your two other boilers for 2 and 3rd are on.



Details

Status: New
Number: 00509912

Created by: Sergio Grussi
Date created: 1/16/22

Category: HVAC

Shared with

Sergio Grussi

Melissa Grussi

Updates

Sergio Grussi submitted the request.

mg
4/12/23

EXHIBIT B

< Maintenance request

heating/water basement

heat is showing \$5 in the whole apartment ... heat is running downstairs but its freezing I have the oven on at 400.... I have space heaters also going but can get the temp to go up in the house... I just want to make sure no air in the heating line causing issues... also water in the basement I am concerned with a pipe bursting with these freezing temps...

Updates



Melissa Grussi submitted the request.

Feb 4, 2023, 9:44 AM



Shared with



Sergio Grussi



Melissa Grussi



Upload

Send

Details

Status
New

Number
00990808

Created by
Melissa Grussi

Date created
2/4/23

Category
HVAC

4/12/23
MG

EXHIBIT C

mg
4/12/23

Notice of Termination

Service Address 148 Brookside Ave

Account # 102749-0 Shut Off Amount \$245.97

Our records show a delinquent balance on the account covering this residence. **If we terminate service, there will be a \$55.00 shut off charge and a \$45.00 re-activation charge.**

On 6/21/21 after 8 a.m. p.m. your water service to this residence will be discontinued without further notice, unless prior to that time, satisfactory arrangements are made to pay this balance or the Division of Public Utilities and Carriers issue an order preventing discontinuance. You may avoid termination by enrolling in a residential payment plan, if allowed by Kent County Water Authority, which will allow you to pay your outstanding bill over a period of time. You must contact Kent County Water Authority at 821-9300 or the Division of Public Utilities and Carriers at 780-9700 if you wish to avoid discontinuance of service.

If you receive any form of public Assistance from the State of Rhode Island, you should immediately bring this notice to the attention of your case or social worker.

EXHIBIT D

8/21/17
9/14

PAYMENTS CAN BE MADE ONLINE AT
KENTCOUNTYWATER.ORG
PLEASE CONTACT OUR OFFICE WITH YOUR REFERENCE NUMBER TO CONFIRM YOUR PAYMENT

- NOTICE -

**YOUR WATER WILL BE SHUT OFF
FOR NON PAYMENT.**

Contact Water Authority at 821-9300

THANK YOU

Kent County Water Authority
1072 Main Street • PO Box 192
West Warwick, RI 02893

EXHIBIT E

EXHIBIT F

MC 4/12/23



EXHIBIT G

1/6/23



EXHIBIT H

< Maintenance request

BATHROOM IN MIDDLE HOUSE

MIKE WAS AWARE... IT WAS NOT FIXED LIKE THEY SAID IT WASK. TOILET STILL LEAKS. THEY JUST PUT REPLACEMENT FLOORING DOWN... BUT THE WHOLE INNER PART TO THE BOTTOM IS ROTTED AND NEEDS TO BE RE-DONE.. THIS HAS BEEN GOING ON FOR A LONG TIME ALSO.. AND HAS BEEN COMMUNICATED.

Property manager does not have permission to enter property

Details

Status: New
Number: 00353898
Created by: Sergio Grussi
Date created: 8/26/21
Category: Plumbing

Updates

Sergio Grussi submitted the request.
Aug 26, 2021, 12:11 PM

Shared with

Sergio Grussi
 Melissa Grussi

Upload

Send

W6
8/26/21

EXHIBIT I

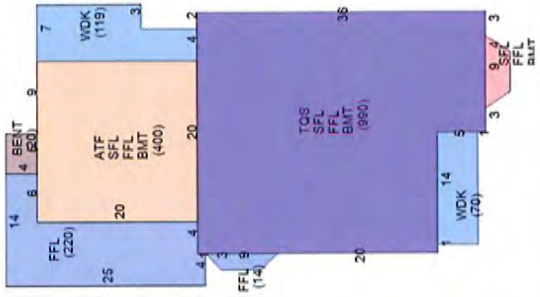


Parcel Identification		Assessment	
Map/Lot	006-0083-0-000	Land	\$53,200
Account	1870	Building	\$326,000
State Code	30 - Three Family	Card Total	\$379,200
Card	1/1	Parcel Total	\$379,200
User Account	16-1918-22		

Prior Assessments			
Fiscal Year	Land Value	Building Value	Total Value
2022	\$53,200	\$326,000	\$379,200
2021	\$43,700	\$247,700	\$291,400
2020	\$43,700	\$247,700	\$291,400
2019	\$43,700	\$247,700	\$291,400
2018	\$41,100	\$156,300	\$197,400

Location and Owner	
Location	148 BROOKSIDE AVENUE
Owner	PIONEER INVESTMENTS LLC
Owner2	
Owner3	
Address	10 DORRANCE ST STE 700
Address2	
Address3	PROVIDENCE RI 02903

Building Information	
Design	3 Family
Year Built	1890
Heat	Hot Water
Fireplaces	0
Rooms	18
Bedrooms	10
Bathrooms	5 Full Bath
Above Grade Living Area	3,958.5 SF



Building Sub Areas

M6 4/12/23

EXHIBIT J

mc
4/12/23



EXHIBIT K



M6
4/17/23

EXHIBIT L

mc
01/12/23



EXHIBIT M

M6
5/12/23



EXHIBIT N

Edwards
9/11



EXHIBIT O

m 6
4/12/23



EXHIBIT P

1/6
1/10/23



EXHIBIT Q

< Maintenance request

HOLE IN MY BATHROOM ROOF

MAY 2018 THIS ROOF STARTED TO LEAK., MIKE HAS BEEN AWARE... ITS HAS BEEN HALF ASSES FIXED AND ITS STILL LEAKING INTO MY BATHROOM AND ITS RUINING MY BATHROOM AND THE WINDOWS AND WALLS... THIS HAS BEEN GOING ON FOREVER. THERE IS MOLD THAT HAS BEEN MAKING PEOPLE SICK...AND AGAIN MIKE WAS AWARE...

 Property manager does not have permission to enter property

Details

Status: New
Number: 00353892
Created by: Sergio Grussi
Date created: 8/26/21
Category: General

Updates

 Sergio Grussi submitted the request.
Aug 26, 2021, 12:10 PM



Shared with

 Sergio Grussi

 Melissa Grussi

 Upload

Send

mg
8/26/21

EXHIBIT R

< Maintenance request

hole in roof from 2018 in bathroom

So i am still waiting for you to fix this whole in the roof in the bathroom that continuously leaks.. its has mold now the whole bathroom is filled with mold... window is breaking away from the wall... still you have never fixed this.. and i have proof in writing and videos and pictures from 2018 asking for the repairs... the roof is no repairable you have to replace the whole roof.. not just patch because its still leaking.. I work 6 days a week i need 24 hour notice of when someone comes here.. I have to work around my schedules... im not home until atleast 3pm daily.

📌 Property manager does not have permission to enter property

Details

Status
New

Number
00946850

Created by
Sergio Grussi

Date created
1/3/23

Category
General

Updates

SG Sergio Grussi submitted the request.
JAN 3, 2023, 9:35 AM

Shared with

SG Sergio Grussi

MG Melissa Grussi

MG
1/12/23

EXHIBIT S

Staff
9/14



EXHIBIT T

11/2/23
M6



EXHIBIT U

mic
steps



EXHIBIT V

11/11/23
WG



EXHIBIT W

6/21/21
MM

1:18 → 🔍 📷 📺 🔔 🔌 77%

< **Amy (Mike Wife Mainten... (2)** 🌐 ⋮
2 recipients

Monday, June 21, 2021



📷 📺 + 🗣️ 🔊

Ms Hall

1:18 [notification icons] 77%

< Amy (Mike Wife Mainten... (2)
2 recipients



So this yard is absolutely unsafe..I found 3 ticks between me and my children. I said comment to

[iMessage interaction icons]

6/24/23
M

1:18 77%

< Amy (Mike Wife Mainten... (2)

2 recipients

So this yard is absolutely unsafe..I found 3 ticks between me and my children. I paid someone to do the front area yesterday but the back is out of control also.

MMS
8:04 AM

Fyi I had 2 dead rats again down stairs, we disposed of them.

Thursday, June 24, 2023

So.. I know I sent you the lawn the before and after..but then someone comes obviously you guys must have sent..they took vines down in front and side of our stairs..yet the back is still over grown.. and from my cameras it looks like they took a picture of it after.. just curious since you both ne

MMS
4:46 PM

View all



EXHIBIT X

< Maintenance request

RATS

So I have had to catch and kill the rats that keep coming into our house... I have had to remove them from the basement dead... this also an on-going issue that mike was aware of... the whole house and other residents are getting mice/rats in their house also... I have now caught 6 total..

 Property manager does not have permission to enter property

Details

Status	New	Number	00353900
Created by	Sergio Grussi	Date created	8/26/21
Category	General		

Updates

 Sergio Grussi submitted the request.
Aug 26, 2021, 12:12 PM

Shared with

 SG Sergio Grussi

 MG Melissa Grussi

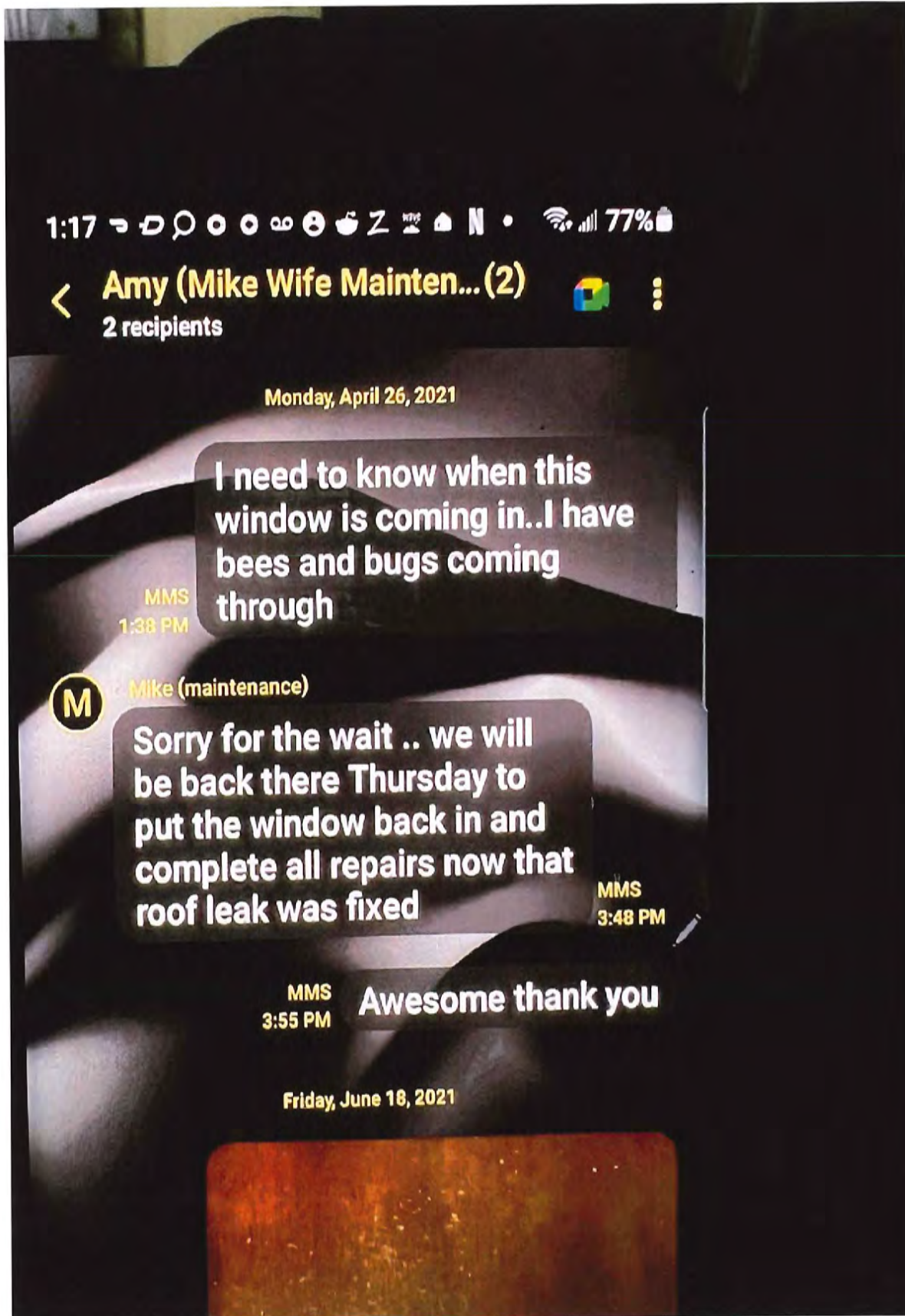
 Upload

Send

MM 9/11/21

EXHIBIT Y

m6
4/12/21



1:17 [notification icons] 77%

< **Amy (Mike Wife Mainten... (2)** [Google Assistant icon] [More options icon]
2 recipients

Monday, April 26, 2021

I need to know when this window is coming in..I have bees and bugs coming through

MMS
1:38 PM

M Mike (maintenance)

Sorry for the wait .. we will be back there Thursday to put the window back in and complete all repairs now that roof leak was fixed

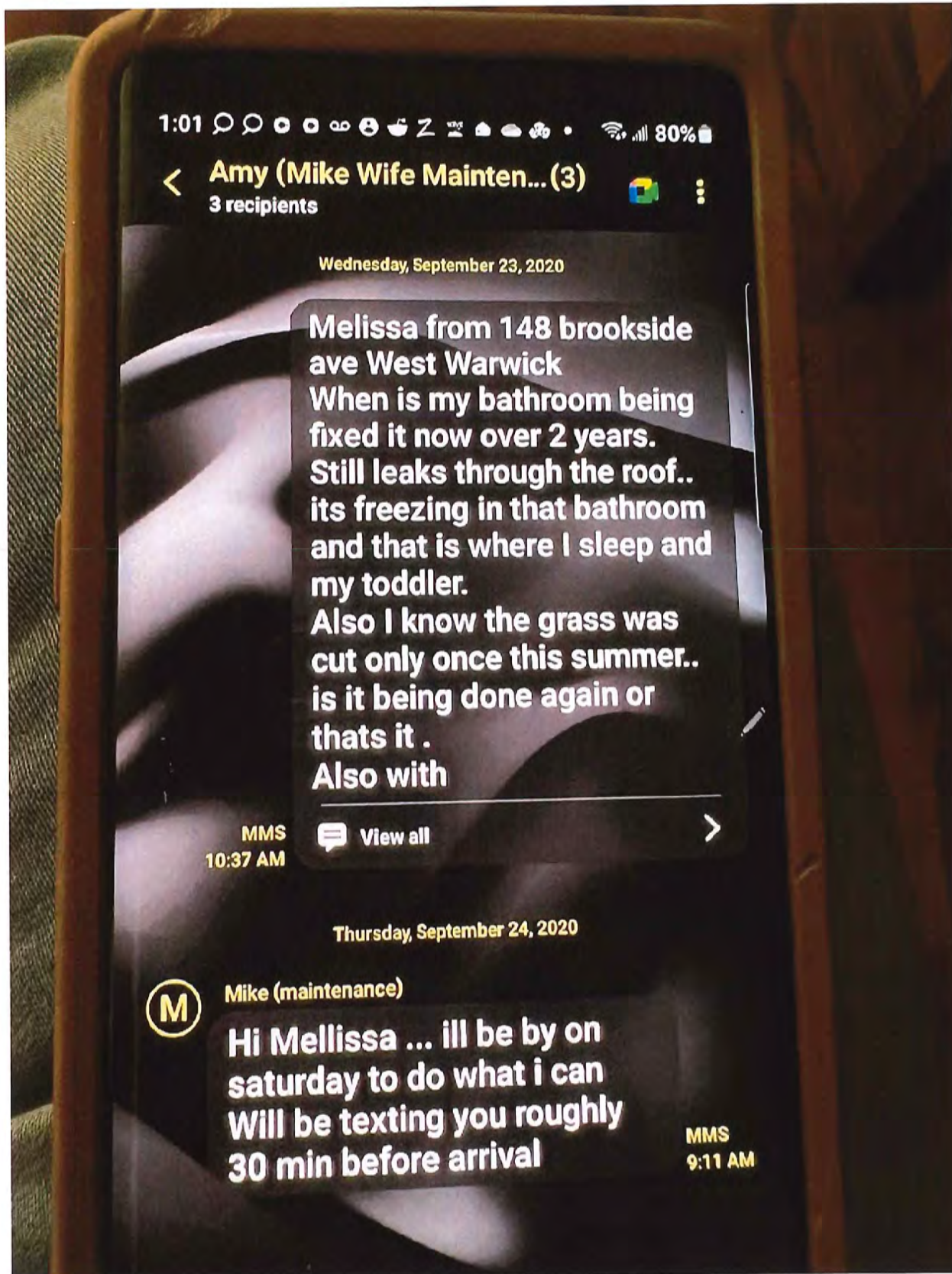
MMS
3:48 PM

MMS
3:55 PM **Awesome thank you**

Friday, June 18, 2021

EXHIBIT Z

mc
9/23/20



1:01 [notification icons] 80%

< **Amy (Mike Wife Mainten... (3)** [Google Assistant icon] [More options icon]
3 recipients

Wednesday, September 23, 2020

Melissa from 148 brookside
ave West Warwick
When is my bathroom being
fixed it now over 2 years.
Still leaks through the roof..
its freezing in that bathroom
and that is where I sleep and
my toddler.
Also I know the grass was
cut only once this summer..
is it being done again or
thats it .
Also with

MMS
10:37 AM

[Message icon] View all [Right arrow icon]

Thursday, September 24, 2020

M

Mike (maintenance)

Hi Mellissa ... ill be by on
saturday to do what i can
Will be texting you roughly
30 min before arrival

MMS
9:11 AM

EXHIBIT AA

< Maintenance request

lawn care

I am done doing the lawn care and paying for others to do it.. no one comes to this apartment I have been personally paying people to do it.. and it needs to be done by you guys.. I have had enough.. I have told mike.. nothing gets done.. there is ticks and we all have children in this building.. it is not fair its only me in this house who actually tries to maintain the house.. i am not the manager..

Updates

 Sergio Grussi submitted the request.
Aug 26, 2021, 12:16 PM



 Upload

Send

Details

Status: New
Number: 00353908
Created by: Sergio Grussi
Date created: 8/26/21
Category: General

Shared with

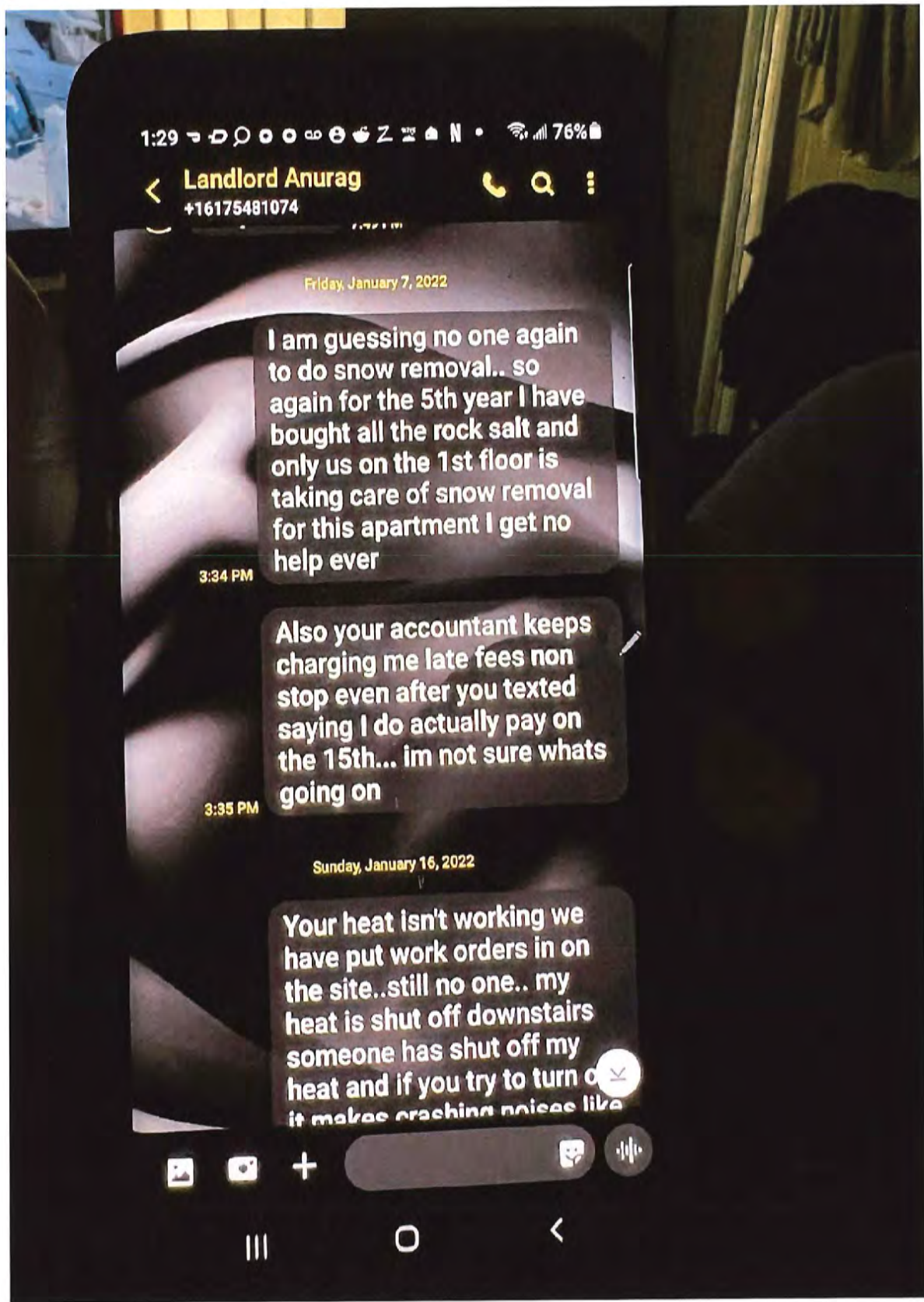
 Sergio Grussi

 Melissa Grussi

mg
4/12/23

EXHIBIT BB

Mc
2/2/22



1:29 76%

< Landlord Anurag +16175481074

Friday, January 7, 2022

I am guessing no one again to do snow removal.. so again for the 5th year I have bought all the rock salt and only us on the 1st floor is taking care of snow removal for this apartment I get no help ever

3:34 PM

Also your accountant keeps charging me late fees non stop even after you texted saying I do actually pay on the 15th... im not sure whats going on

3:35 PM

Sunday, January 16, 2022

Your heat isn't working we have put work orders in on the site..still no one.. my heat is shut off downstairs someone has shut off my heat and if you try to turn o it makes crashing noises like

+ [voice icon] [video icon] [image icon]

||| O <

EXHIBIT CC

M6
9/12/23



EXHIBIT D D



11/6/23

EXHIBIT E E

< Maintenance request

POT HOLE

Still waiting for the manhole to be fixed., falling in., I have popped a tire due to this., the non existent manhole cover has dropped almost a foot down., its unsafe I have a 2 yr old and other kids and adults also can fall in this., so unless you want someone to get hurt it needs to be fixed. MIKE HAS BEEN AWARE FOR MONTHS

Details

Status Number
New 00353883

Created by Date created
Sergio Grussi 8/26/21

Category
Outside

Updates

 Sergio Grussi submitted the request.
Aug 26, 2021, 12:07 PM

Shared with

 Sergio Grussi

 Melissa Grussi

 Upload

Send

mg
8/26/21

EXHIBIT F F

< Maintenance request

hole in front porch

I told the maintenance man who was here on xmas that my son fell through the front porch... there is a whole his foot went through... there is animal holes that are dug under the porch it looks like huge animals have gone through them. no need to enter my home when its outside the front door..

 Property manager does not have permission to enter property

Details

Status	Number
New	00946846
Created by	Date created
Sergio Grussi	1/3/23
Category	
Outside	

Updates

 Sergio Grussi submitted the request.
Jan 3, 2023, 8:32 AM



Shared with

 Sergio Grussi

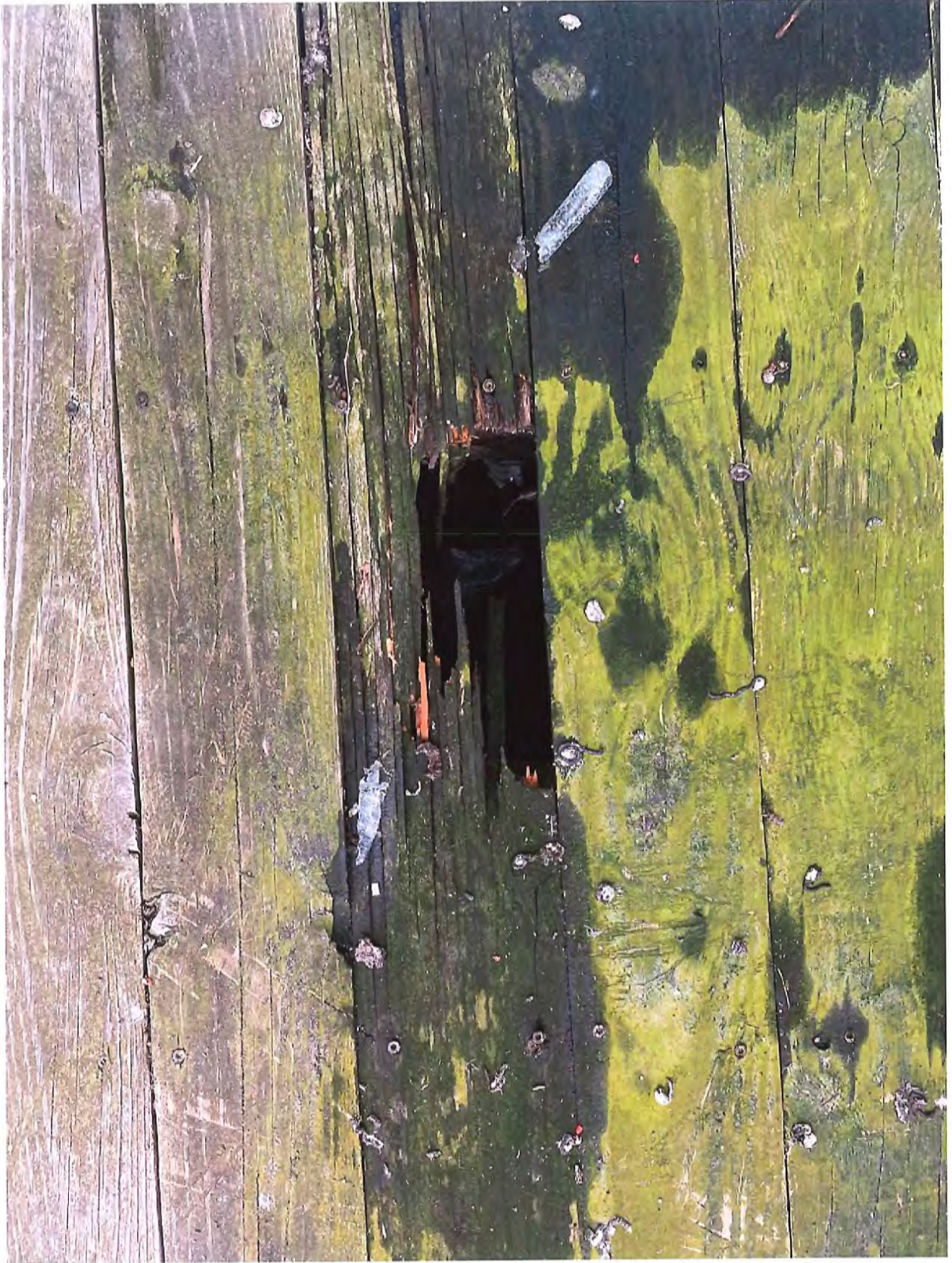
 Melissa Grussi

 Upload

Send

MG
1/12/23

EXHIBIT G G



M6
4/12/23

EXHIBIT HH

< Maintenance request

FRONT ROOM

WAS TOLD TO MIKE.. IN ONE BERROOM THE BALEST IS OUT.. I HAVE NO LIGHT IN THE ROOM IT NEEDS TO BE REPAIRED.. ITS GOING ON 2 MONTHS.. MIKE WAS AWARE.. I HAVE TEXT TO PROVE IT..

 Property manager does not have permission to enter property

Details

Status
New

Number
00353885

Created by
Sergio Grussi

Date created
8/26/21

Category
Lighting

Updates

 Sergio Grussi submitted the request.
Aug 26, 2021, 12:08 PM



 Upload

Send

Shared with

 Sergio Grussi

 Melissa Grussi

mg
4/12/23

EXHIBIT II

ms
8/29/21

< **Landlord Accountant (R... (7)** [Google Assistant icon] [More options icon]
7 recipients

Sunday, August 29, 2021

L Landlord Accountant (Rent) Manuv

Dear Tenants,

This is Manav from Pioneer Investments LLC. This is my new phone number. Please update it in your contacts. My other number 401-239-3595 will not be working anymore after 1 month.

Couple of Announcements.

PLEASE READ:

MMS

—Mike & Amy lopes are no longer working for Pioneer.

—For all Maintenance requests (non-emergencies) please login to your resident portal. Look at your welcome email from Buildium and create password to login.



EXHIBIT JJ

MLC
8/29/11

12:09 PM, Aug 29

(No subject)

- Mike & Amy Lopes are no longer working for Pioneer.
- For all Maintenance requests (non-emergencies) please login to your resident portal. Look at your welcome email from Buildium and create password to login. If you can't find welcome email, please text your email address, your name, property address & unit# to Manav @ [401-648-4737](tel:401-648-4737) to requesting access to portal. Be sure to upload pics for all maintenance requests.
- For any emergencies, please call company line @ [401-600-0499](tel:401-600-0499) option 0 and leave message clearly describing nature of issue, your name, property address, unit # and your return phone number. This line is for absolute emergencies. If it's determined that call is in emergency nature, on call Maintenance will respond shortly. Generally, less than 1% calls are emergencies.

Thank you,
Manav
Pioneer Team



EXHIBIT K K

< General inquiry

rent

I have been a resident here since July 2017, I have text messages and bank statements and lots of communication about my rent being paid on the 15th of the month every month since the time I moved in. When I moved in July 2017 there was an issue with the electric company where they said the landlord had to confirm we were his tenant and that he never did so it took 2 weeks for them to turn it on, with young kids at the time we had no electric no hot water nothing so the arrangement with Kerri at the time was the property manager said going forward no matter what pay on the 15th since it was an issue with communication with the landlord. Now I pay every month.. I transfer to his account personally from my own account at BOA.. I want these charges fixed.. I have never been late.. I pay.. I take care of snow removal.. I take care of the lawn.. this whole time I pay to get things done since it wasn't getting done by anyone else and being the 1st floor and I have to get to work and live my life I have gone out of pocket for this apartment and never asked for re-payment of my own services.. I need it fixed also.. my name is MELISSA GRUSSI.. MY EX HUSBAND WAS SERGIO GRUSSI NOT SMITH.. AND I PERSONALLY HAVE BEEN THE ONE PAYING EVER SINCE THE BEGINNING... PLEASE UPDATE THE ACCOUNT.. ALSO MY CELL IS 401-206-9047

Details

Status	Number
New	00353875
Created by	Date created
Sergio Grussi	8/26/21

Shared with

 Sergio Grussi

 Melissa Grussi

 Pioneer Investments LLC

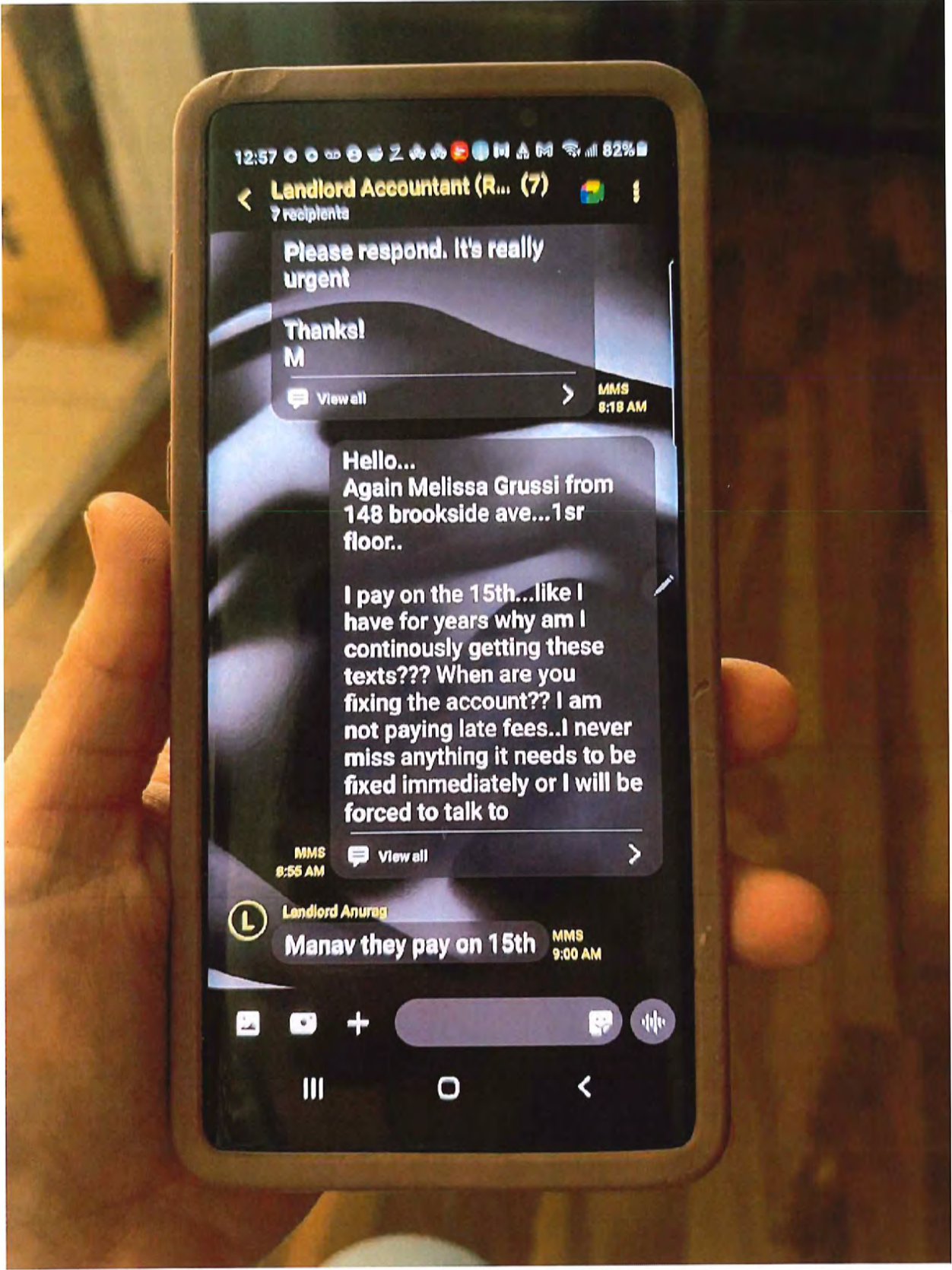
Updates

 Sergio Grussi submitted the request.
AUG 26, 2021, 12:05 PM

MG
9/12/23

EXHIBIT L L

4/12/23
M6



12:57 82%

< Landlord Accountant (R... (7) 7 recipients

Please respond. It's really urgent

Thanks!
M

View all MMS 8:18 AM

Hello...
Again Melissa Grussi from
148 brookside ave... 1sr
floor..

I pay on the 15th...like I
have for years why am I
continously getting these
texts??? When are you
fixing the account?? I am
not paying late fees..I never
miss anything it needs to be
fixed immediately or I will be
forced to talk to

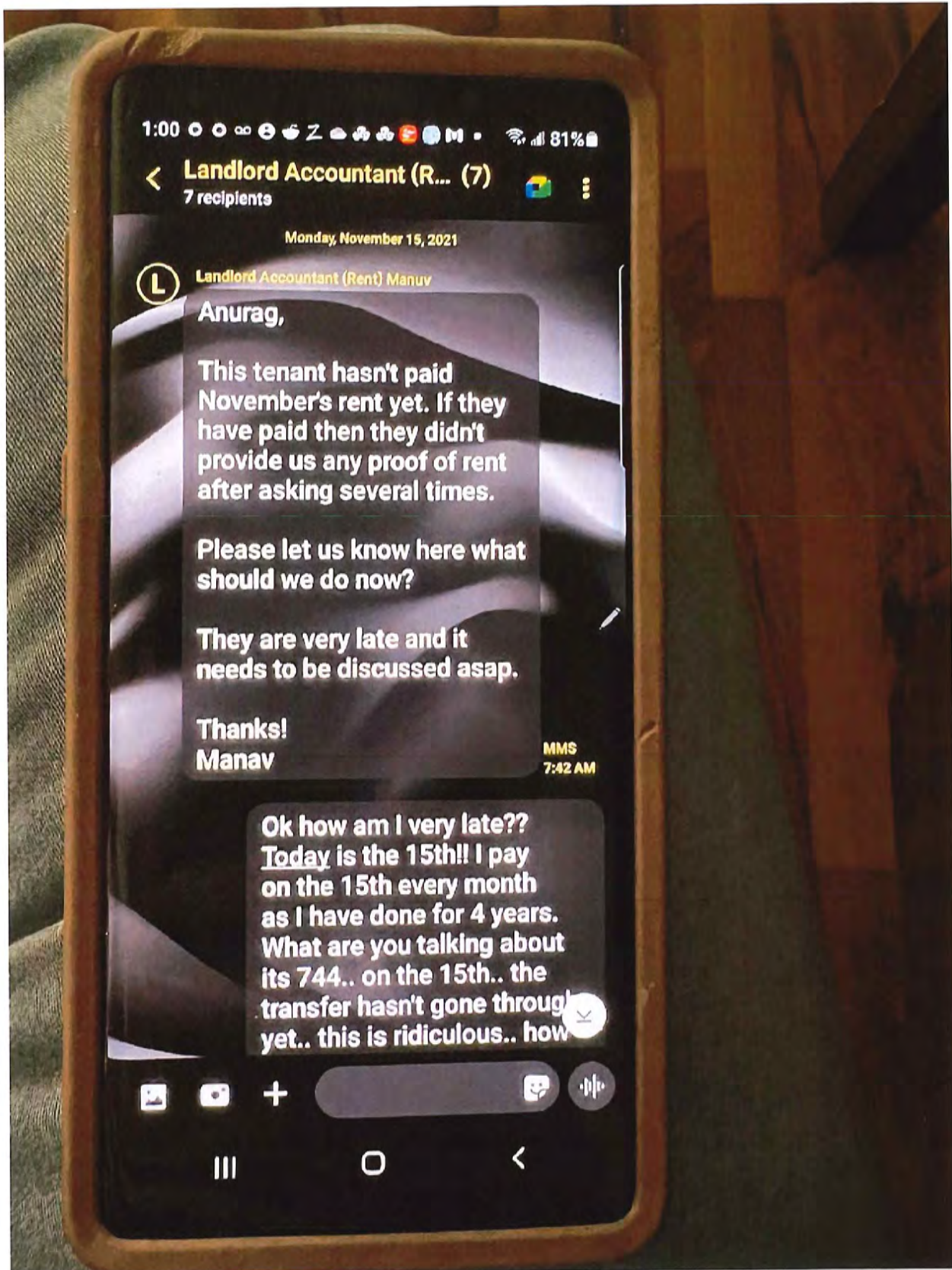
MMS 8:55 AM View all

Landlord Anurag
Manav they pay on 15th MMS 9:00 AM

Navigation icons: back, home, recent apps, search, voice search

EXHIBIT M M

32/2/14
m 6



1:00 81% battery

< Landlord Accountant (R... (7)
7 recipients

Monday, November 15, 2021

L Landlord Accountant (Rent) Manuv

Anurag,

This tenant hasn't paid November's rent yet. If they have paid then they didn't provide us any proof of rent after asking several times.

Please let us know here what should we do now?

They are very late and it needs to be discussed asap.

Thanks!
Manav

MMS
7:42 AM

Ok how am I very late??
Today is the 15th!! I pay on the 15th every month as I have done for 4 years. What are you talking about its 744.. on the 15th.. the transfer hasn't gone through yet.. this is ridiculous.. how

+ [camera icon] [video icon] [voice icon]

Android navigation bar: home, back, recent apps

EXHIBIT N N

M6
4/12/23

12:58 [status icons] 82%

< **Landlord Accountant (Rent) Manuv...** ⋮

8:18 AM, Dec 1

(No subject)

Dear Tenants,

Please send me your December rent slip asap if you have already paid.

If you haven't paid yet then please pay before 5th of the month to avoid late fees.

Else pay \$75 late fees as well if you wish to pay the rent after 5th of the month.

Please respond. It's really urgent

**Thanks!
Manav**

EXHIBIT O O

mg
3/27/23

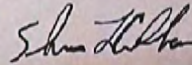
THIRTY DAY NOTICE FOR TERMINATION OF TENANCY R.J.G.L. 34-18-37

03/27/2023

To: Melissa Grussi
148-150 Brookside Ave
Unit #1
West Warwick, RI 02893

On behalf of Pioneer Investments LLC.

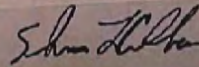
You are hereby directed to vacate and remove your property and personal possessions from the premises located at 148-150 Brookside Ave., Unit #1, West Warwick, RI 02893 and deliver control of the premises to the landlord/owner after one full leased month, namely on or before 05/01/2023. This Notice is given for the purpose of terminating your tenancy. If you are moved out by the day mentioned and unit is left in the condition that it was received, we will not pursue for an eviction processed on your record. If you fail to pay the rent a nonpayment eviction action may be instituted against you before the termination date. If you fail to vacate the premises by the date specified, an eviction may be instituted against you without further notice. If you believe you have a defense to this termination, you will be able to raise that defense at the court hearing.



Sharon Crowther
(Property Manager for Pioneer Investments LLC.)
10 Dorrance Street, Suite #700
Providence, RI 02903

Certification

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice Addressed to the tenant on the 27th day of March 2023



Sharon Crowther
(Property Manager for Pioneer Investments LLC.)
10 Dorrance Street, Suite #700
Providence, RI 02903

EXHIBIT E

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

Veronica Ferreira

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

ANNE P. PETRARCA

Anne PA

COMM. EXPIRES: 2/7/14

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

EXHIBIT A

1:00



27

< 3



5 People >



we were able to resolve our issues. They advised we 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

2/9/15/23

+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



EXHIBIT B

1:02



4

32



5 People >



Mon, Feb 13 at 9:11 AM

Sharon PROPERTY MGMT

Dear Tenants,
We have a Lead inspection for Tuesday 2/14/23 between 10am-4pm Please have all pets secured for their safety and ours. This process does not take long. Thank you for your cooperation.

s

Tue, Feb 14 at 10:02 AM

Sharon PROPERTY MGMT

just a reminder of the lead inspection today between 10:00 a.m. and 4:00 p.m. we will be there.

s

Thanks, I'll be working from home all day so I'll be able to let you in

2/9/23

Mon, Feb 27 at 7:55 AM

Sharon PROPERTY MGMT

Dear Tenants,
We have a Lead inspection set for Tuesday 2/28/23 between 10am-12pm. Please have all pets secured for their safety and ours. This process does not take long. Thank you for your cooperation.

s

Tue, Feb 28 at 12:35 PM

Sharon PROPERTY MGMT

Update about Lead inspection They will be there at



Text Message



EXHIBIT C



CERTIFICATE OF LEAD CONFORMANCE FULL INTERIOR AND EXTERIOR

2/9/15/23

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

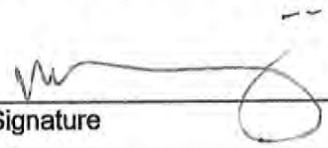
Certification of Lead Conformance

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

Company


Signature
(401) 301-1244
Phone Number

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


EXHIBIT D


of 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

12:53



7 People >



+1 (617) 548-1074

They didn't provide an estimated time.

I am paying for an emergency service so even though they or anyone is fully booked for weeks they will come asap when there's schedules frees up.



They will come today for sure.

3

Thanks for your attention to this, I will be waiting for them to come

Mon, Dec 5 at 5:07 PM

Gas Doctor has just left, I called Woonsocket code to have them come out and inspect repairs are sufficient so that National Grid can turn the gas back on. Thank you.

Tue, Dec 6 at 10:23 AM

Hello, I've been back and forth with the city and National Grid this morning. Per Kristen at Gas Doctor they cannot release the permit for the city inspection until a past due balance is paid. Please contact Gas Doctor ASAP at 401-942-5000 x2306 to resolve. Until this is done, I have no heat or hot water. I have



Text Message



9/15/23

EXHIBIT G

12:54



Matt Ferreira

Emphasized "Can someone confirm that my previous message was r..."



+1 (617) 548-1074



It's all set

Matt Ferreira



Thank you

Wed, Dec 7 at 3:51 PM

5

Hello, National Grid is back to resume gas after I had to coordinate with the city and Gas Doctor. The gas leak has been repaired and hot water is all set! They advised the boiler is not working. The boiler needs to be serviced before it is safe to use, meaning we still have no heat. We will now be going in to night 3 with no heat. Please let me know when a licensed technician can come to repair the boiler so we can have working heat. Thank you!

Wed, Dec 7 at 5:10 PM

Hi did you receive my precious text? We are still without heat

Matt Ferreira

If someone can please respond we have been without heat for 2 days



Text Message



af
9/15/23

12:54



7 People



Matt Ferreira

If someone can please respond we have been without heat for 3 days in December it has been very difficult and we just want this to be resolved so we can leave everyone alone



*nb
9/15/23*

b

This is an URGENT issue, we are without heat for the third night in a row at 149 Park Ave #2 in Woonsocket. I need confirmation that you have received my above text two hours ago and are working to resolve the issue ASAP. Thank you for your attention to this issue.

Wed, Dec 7 at 7:15 PM

Sharon PROPERTY MGMT

we have reached out to someone to take care of this. I will keep you posted



Thank you

Thu, Dec 8 at 11:04 AM

Matt Ferreira

Do we have an update on this situation? Currently on day 4 with no heat...



Sharon PROPERTY MGMT

We have someone going there for



Text Message



12:54



< 2

G S

7 People >

Video call icon



Thank you

9/15/23

Thu, Dec 8 at 11:04 AM

Matt Ferreira

Do we have an update on this situation? Currently on day 4 with no heat...



Sharon PROPERTY MGMT

We have someone going there for this afternoon. I will keep you posted



Thu, Dec 8 at 3:38 PM

Matt Ferreira

Approaching mid afternoon... are there any updates when we will have heat



Sharon PROPERTY MGMT



They will be there today

Genesis Park Ave

At this point why not put them in a hotel. They have no heat.

You guys are sleeping comfortably while your tenant is without heat. It's the middle of winter. It's cold.



Guy Clermont HVAC is here, our heat is finally back on after 4 days

Camera icon

App Store icon

Text Message

Microphone icon

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




Veronica I. Shall

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

12:58



5 People >



Sep 19, 2022 at 5:11 AM

Handwritten pink scribble

Hello, we have an emergency maintenance issue that needs to be handled ASAP today at 149 Park Ave #2. The bathroom ceiling is leaking from the above apartment into our apartment. Please respond this morning to let me know when someone will be coming by today to handle this problem. Thanks!

Handwritten blue note: 28 9/19/23

Sep 19, 2022 at 7:55 AM

Matt Ferreira

I would like to reiterate that this is an EMERGENCY and the leak is getting worse over time. We need to have this taken care of today!



+1 (617) 548-1074

Yes

Someone will be there

What unit and property

Also please update on portal asap. Thanks.



Matt Ferreira

149 park Ave unit 2 Woonsocket

We have already put an inquiry through the portal



Text Message



EXHIBIT O



26
9/15/23



28
9/15/23

EXHIBIT P

49



28
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

-  Veronica L Sholl
-  Matthew Manuel Ferreira
-  Pioneer Investments LLC

Updates

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



1:06



2 People >

36

Tue, Jun 27 at 2:57 PM

rf 9/15/23

Hi Anurag, I'd like to talk w you regarding the reimbursement for our damaged mattress/sheets. I just called and left a voicemail. You originally said that you would reimburse us for the cost of the new mattress and have now changed to allow \$400 off next month's rent, which does not equal our out of pocket costs to replace damages. Our bed was damaged by a leak that has been previously tended to multiple times since we have been tenants August '22. The leaks were never repaired, only covered, and this resulted in the damage/loss of our personal property. In the two weeks since this leak we have had multiple other issues causing water leaks from the apartment above ours and have had maintenance in multiple times. Maintenance has been very nice and super helpful in resolving their end!! We have not been able to use our bedroom as a result of these leaks and have been reduced to only one bed when we are paying rent for two bedroom property.

We agreed to purchase a reasonably priced mattress, and



iMessage



1:07



< 4



2 People >

37

af
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



iMessage



1:07



2 People >

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

Sorry, the mattress cost \$150-\$200

I would've bought the mattress cover and \$5200 to the mattresses or even for \$5000 obviously



Sorry I'm texting and driving the mattress cost \$150

Honestly, I would have never paid more than \$150



I still feel \$150 is very reasonable

38



iMessage



9/15/23

1:07



2 People >



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

472



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



1:09



< 4 **43** 2 People >

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 above and beyond. Everybody said that we could just clean it.

I understand this is a lot of money from you, but please understand how utterly inconvenient it is to rent an apartment and have your personal property damaged as the result of another apartment. You agreed to reimburse our mattress, not to buy a new one

+1 (617) 548-1074

I would've cleaned it for less than \$100

Correct I was I agree 150 mattress

Sorry I'm not gonna text back. This is not going in a good you're not grateful would have done.

I should have never agreed I should've just had somebody clinic

No, you did not agree to reimburse \$150 for the mattress. You agreed to reimburse us for a new mattress

Handwritten: 7/8
9/15/23

iMessage

1:09



44



2 People >



No, you did not agree to reimburse \$150 for the mattress. You agreed to reimburse us for a new mattress

+1 (617) 548-1074

Clean it



I made a mistake to be nice and super nice

Respectfully, I understand this is very frustrating. I am frustrated with this situation as well. That being said; there is clearly a misunderstanding from the beginning on what a reasonable cost is. You did not advise what the limit of reimbursement was when we told you we would be shopping for a new one. You only advised to not go crazy, which we didn't. I am only asking that we not be worse off than we were before moving our property in to the apartment. We came in with a mattress costing more than \$200 and it was damaged, I'm just asking you to replace up to what I had before and not leave me with a mattress less than what I had before, which you have already agreed to do

It was not a mistake to treat us



iMessage



9/15/23

1:09



45



2 People >



It was not a mistake to treat us nicely, and no one has been anything other than nice in this situation. We are misunderstanding each other and I'd like to make sure that doesn't continue to happen. I understand this is not what you expected, but it would have been easier for us to know that you only had a \$400 limit to begin with before we shipped to replace our property that was damaged, we were expecting a full reimbursement as long as it was not unreasonable. We didn't purchase a luxury mattress, or even an upscale one. We purchased a discounted mattress rather than have one that was soaking wet with dirty water

28
9/15/23

*shopped to replace our property

Tue, Jun 27 at 5:04 PM

+1 (617) 548-1074

Now that I am not driving

It does look we are misunderstanding each other as it's hard sometimes to understand point of views in text message.

That's exactly the reason I spoke to Matt and he agreed to \$400 as a



iMessage



1:10



2 People >

Tue, Jun 27 at 5:04 PM

+1 (617) 548-1074

Now that I am not driving

It does look we are misunderstanding each other as it's hard sometimes to understand point of views in text message.

That's exactly the reason I spoke to Matt and he agreed to \$400 as a resolution. Otherwise

1. I would have asked you return the mattress within the money back 30 days warranty and buy cheaper one.

2. Had professionally cleaned it. Less than 150\$

3. Depreciated value of the mattress would be less than \$300.

4. Bought the mattress online for you and get it delivered for \$200-300\$

In all cases \$400 was more than reasonabl.

I know you will never see my point of view which is understandable



iMessage



2/9/15/23

EXHIBIT S

1:10



47

2 People

I know you will never see my point of view which is understandable

In that case, we'll be taking \$400 off July rent rather than expecting reimbursement and with that we will consider it resolved.

+1 (617) 548-1074

That's exactly what I said to Matt to take \$400 from the rent.

Veronica

I feel like regardless of whatever the misunderstanding was, I would feel better if I do more than we agreed to.

You can take off \$600 off the July rent.

Hopefully this makes you feel better.

Enjoy rest of your day.

Thank you, I appreciate that

Wed, Jul 5 at 3:54 PM

Matt Ferreira



FullSizeRender.h
pic



iMessage



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


26 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 >



12

Aug 27, 2022 at 7:36 PM

Hello, is maintenance still planning to come today?

9/15/23

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



EXHIBIT V

12:57



26/9/15/23

Sep 8, 2022 at 9:01 AM

+1 (401) 648-4737

Dear Tenants, we are missing your September rent. Please pay the rent asap with \$75 late fees to avoid eviction or late judgment fee. If you have already paid the rent for September then please send us the proof asap.



Thanks!
Manav

Matt Ferreira



That is 100% incorrect we have paid and I will happily provide our transaction receipts

+1 (401) 648-4737



Always text your receipt here every month without asking. Please.



68433506935_
8169D7B5-3C11
-4811-ACE3-B...



Image · 3.8 MB

Receipt for September rent paid via portal \$0 balance. Will send receipts here first of the month moving forward, thanks!

Matt Ferreira

While we have your attention, we



Text Message



EXHIBIT F


AFFIDAVIT OF CHRISTIAN VELAZQUEZ

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

1. My name is Christian Velazquez.
2. My date of birth is November 22, 1994.
3. I am a former tenant of Pioneer Investments, LLC, ("Pioneer") having resided at 6 Fletcher Street, Apartment #2, Central Falls, Rhode Island.
4. I lived in that apartment from May 2021 through August 2022 with my wife Grace Velazquez (DOB: 10/27/1993) and our two young, twin children (DOB: 7/6/2020).
5. Near the beginning of my tenancy, I was put in a group chat with who I believed to be several Pioneer employees, including Sharon Crowther, the property manager.
6. Lead:
 - a. When I signed my lease, it was disclosed to me at that time that the Pioneer had no knowledge of lead-based paint and/or lead-based paint hazards in the house and unit. Additionally, it was disclosed that Pioneer had no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Ex. A.
 - b. When my twins were around one year old, I noticed that my twins were not hitting developmental milestones: for example, they were not rolling over, and were not verbal at times in their growth that were appropriate.
 - c. On or around July 6, 2022, my twins tested positive for lead poisoning with elevated blood lead levels of 21 micrograms per deciliter and 8 micrograms per deciliter, respectively. I immediately texted the groupchat. One individual responded and said that Pioneer had lead certifications for the property. Ex. B.
 - d. The Department of Health sent a lead inspector, Shirley Rodriguez, to inspect the property. The inspection revealed lead hazards in the common hallway, the porch, and bathtub where there was lead paint peeling. Pioneer subsequently received Notices of Violation (NOVs) from the Department of Health, but by the time we moved out in September 2022, no work had been done to remediate the lead hazards.
 - e. On or around August 9, 2022, I told Ms. Crowther that my family and I would be moving out by September 1, 2022. Ms. Crowther asked me why and I replied that the reason was lead in the apartment. She asked where lead was found. Ex. C.
 - f. Since moving out, and with the help of early intervention resources, my children's developmental progress has been improving, though my son still has trouble speaking.
7. Paying Rent
 - a. On around three occasions, a few days after rental payment being due, I received a text from a Pioneer agent saying that we had not paid rent when we had done so. The text said that if rent remained unpaid, we would be charged an additional \$75 fee. The late fee was assessed through the online portal. Because the text always came when we had paid rent, so we refused to pay any additional fee. I would respond by texting them a screenshot of the payment I had already paid. Ex. D.
8. Miscellaneous
 - a. Throughout my tenancy, mold accumulated on the bathtub, and I had to scrape it off multiple times. I put this request in the maintenance portal on June 2, 2022, and nothing was ever done. Ex. E.
 - b. Throughout my tenancy, water began to leak through our apartment floor into the apartment below. The downstairs neighbors asked me to look if there was a leak and I did not see one and had not left the water running.

- c. In or around October 2021, water began to accumulate in the light fixture in the babies' playroom. The water filled the glass ultimately leading to the lightbulb blowing out. The bulb was high off the ground, and because of the location in the bathroom and the leak, I did not feel comfortable fixing it myself for fear of electrocution. We put a request in the portal in or around September 2021 and it wasn't fixed for about 8 months. Ex. F and Ex. G.
 - d. Rodents and mice were everywhere in the house. My wife and I placed traps everywhere, at our own expense. At times, we caught 4 mice per day in the traps.
 - e. In or around June 22, a very thick tree fell in the parking lot after a storm. The tree was never cleared through the remainder of our tenancy. The tree partially blocked our parking space, which was included in the lease. Ex. H.
 - f. In June 2022, there was no power in two of the bedrooms in the apartment. We ran an extension cord from another part of the house to get power in those rooms. Because it was summer, it was quite hot, and we needed to ensure that the babies had at least one cool room, so we alternated the air conditioning units we had because we could not run two at the same time. I told Pioneer about the electrical outage in those rooms on June 18, 2022. We were without power in those rooms for about two weeks before Pioneer fixed it. Ex. I.
9. I have collected photographs, text messages, portal maintenance requests, and other evidence and attest to its authenticity; these materials are attached to this affidavit and initialed by me.

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



Christian Velazquez

Signed and sworn to me on this 23rd day of March 2023.

Kimberly A. DeJoseph
Comm. Expires: 9-17-2023

KIMBERLY A. DEJOSEPH
Notary Public, State of Rhode Island
Commission # 758310

AFFIDAVIT OF CHRISTIAN VELAZQUEZ

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

1. My name is Christian Velazquez.
2. My date of birth is November 22, 1994.
3. I am a former tenant of Pioneer Investments, LLC, ("Pioneer") having resided at 6 Fletcher Street, Apartment #2, Central Falls, Rhode Island.
4. I lived in that apartment from May 2021 through August 2022 with my wife Grace Velazquez (DOB: 10/27/1993) and our two young, twin children (DOB: 7/6/2020).
5. Near the beginning of my tenancy, I was put in a group chat with who I believed to be several Pioneer employees, including Sharon Crowther, the property manager.
6. Lead:
 - a. When I signed my lease, it was disclosed to me at that time that the Pioneer had no knowledge of lead-based paint and/or lead-based paint hazards in the house and unit. Additionally, it was disclosed that Pioneer had no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Ex. A.
 - b. When my twins were around one year old, I noticed that my twins were not hitting developmental milestones: for example, they were not rolling over, and were not verbal at times in their growth that were appropriate.
 - c. On or around July 6, 2022, my twins tested positive for lead poisoning with elevated blood lead levels of 21 micrograms per deciliter and 8 micrograms per deciliter, respectively. I immediately texted the groupchat. One individual responded and said that Pioneer had lead certifications for the property. Ex. B.
 - d. The Department of Health sent a lead inspector, Shirley Rodriguez, to inspect the property. The inspection revealed lead hazards in the common hallway, the porch, and bathtub where there was lead paint peeling. Pioneer subsequently received Notices of Violation (NOVs) from the Department of Health, but by the time we moved out in September 2022, no work had been done to remediate the lead hazards.
 - e. On or around August 9, 2022, I told Ms. Crowther that my family and I would be moving out by September 1, 2022. Ms. Crowther asked me why and I replied that the reason was lead in the apartment. She asked where lead was found. Ex C.
 - f. Since moving out, and with the help of early intervention resources, my children's developmental progress has been improving, though my son still has trouble speaking.
7. Paying Rent
 - a. On around three occasions, a few days after rental payment being due, I received a text from a Pioneer agent saying that we had not paid rent when we had done so. The text said that if rent remained unpaid, we would be charged an additional \$75 fee. The late fee was assessed through the online portal. Because the text always came when we had paid rent, so we refused to pay any additional fee. I would respond by texting them a screenshot of the payment I had already paid. Ex. D.
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 - b. Throughout my tenancy, water began to leak through our apartment floor into the apartment below. The downstairs neighbors asked me to look if there was a leak and I did not see one and had not left the water running.
 - c. In or around October 2021, water began to accumulate in the light fixture in the babies' playroom. The water filled the glass ultimately leading to the lightbulb blowing out. The

bulb was high off the ground, and because of the location in the bathroom and the leak, I did not feel comfortable fixing it myself for fear of electrocution. We put a request in the portal in or around September 2021 and it wasn't fixed for about 8 months. Ex. F and Ex. G.

- d. Rodents and mice were everywhere in the house. My wife and I placed traps everywhere, at our own expense. At times, we caught 4 mice per day in the traps.
 - e. In or around June 22, a very thick tree fell in the parking lot after a storm. The tree was never cleared through the remainder of our tenancy. The tree partially blocked our parking space, which was included in the lease. Ex. H.
 - f. In June 2022, there was no power in two of the bedrooms in the apartment. We ran an extension cord from another part of the house to get power in those rooms. Because it was summer, it was quite hot, and we needed to ensure that the babies had at least one cool room, so we alternated the air conditioning units we had because we could not run two at the same time. I told Pioneer about the electrical outage in those rooms on June 18, 2022. We were without power in those rooms for about two weeks before Pioneer fixed it. Ex. I.
9. I have collected photographs, text messages, portal maintenance requests, and other evidence and attest to its authenticity; these materials are attached to this affidavit and initialed by me.

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



Christian Velazquez

Address: 221 Pavilion Ave,
Providence, RI 02905

Phone: 401-663-0351

Email: solouno95@gmail.com

Signed and sworn to me on this 23rd day of March 2023.

Kimberly A. DeJoseph
Comm Expired: 9-17-2023

KIMBERLY A. DEJOSEPH
Notary Public, State of Rhode Island
Commission # 758310

EXHIBIT A

Monthly Lease Agreement

BY THIS AGREEMENT between Pioneer Investments LLC herein referred to as Landlord, and

Christian Omar Velazquez & Grace Marie Velazquez
herein referred to as Resident agrees to lease the premises located at

6 Fletcher Street 2nd Fl Central Falls for a monthly Rental for a sum of

\$1425 payable in advance on the 1st day of each subsequent calendar month starting

from May 3, 2021 Rent shall be payable to following address or at such place other

Landlord may designate.

PIONEER INVESTMENTS LLC
10 DORRANCE STREET, SUITE 700
PROVIDENCE, RI 02903

Resident agrees that:

- 1. Appearance of Premises.** Premises must be kept in a clean, orderly, and law abiding manner. The premise's hallways that belong to the tenant shall remain free of debris & trash with working light bulbs always in the ceiling. Landlord shall have the right to enter and inspect Premises at any and all reasonable times. Trash disposal is the responsibility of the tenant. Each tenant is provided with a trash can that costs \$50. If you lose, wreck or ruin your trash can you are responsible to buy a new one or pay the \$50 for the landlord to get a new trash can. Snow removal is tenant's responsibility.
- 2. Alterations.** No alterations or redecorating of any kind is to be done without prior written permission of Landlord.
- 3. Utilities.** Resident is responsible to pay for all utilities except water, sewer which will be provided by Landlord.
- 4. Damage to Premises.** Resident will pay the cost of all repairs for any damage done to premises and any clean-up necessitated by any activity of the Resident or Resident's invitees. Tenant responsibility is to notify the landlord immediately of any damages, leaks, etc. to the apartment. Failure to do so will result in any and all charges being charged to tenant.
- 5. Security Deposit.** On execution of this lease, Resident has deposited with Landlord \$1425 Dollars.
- 6. Quiet Enjoyment.** Landlord covenants that on paying the rent and performing the covenants herein contained, Resident shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- 7. Use Premises.** The demised premises shall be used and occupied by Resident exclusively as a residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Resident for the purposes of carrying on any business, profession, or trade of any kind, or for any purpose other than as private residence. Resident shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate government al authorities affecting the cleanliness, occupant, and preservation of the demised premises, and the sidewalks connected thereto during the term of this lease.

SRC (Landlord Initials)
Agent

[Signature] (Resident Initials)

[Signature]
3/20

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Quincy Jones (member) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Quincy Jones (member) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

(e) *SAC* Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

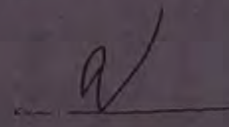
<i>Quincy Jones (member)</i>	03/29/2019		
Lessor	Date	Lessor	Date
<i>[Signature]</i>	5/3/21		
Lessee	Date	Lessee	Date
<i>Shawn Walker</i>	5/3/2021		
Agent	Date	Agent	Date

cd
3/23/23

18. **Maintenance and Repair.** Resident will, at his sole expenses, keep and maintain the leased premises and appurtenances in food and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Resident shall keep the fixtures in the house or on or about the leased premises in good order and repair, keep the furnace clean, keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus and electric and gas fixtures whenever damage thereto shall be resulted from Resident's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due Resident's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Landlord or his assigns. Resident agrees that no signs shall be placed or painting done on or about the leased premise, Resident or at this directions without the proper written consent of Landlord. Resident will, remove and clear snow and clean driveways and walkways as and when required.
19. **Attorney's Fees.** In the event that it is necessary to retain an attorney to enforce the terms of costs required to do so. All court costs and attorney's fees required for the eviction of the tenant (s) will be paid by the Resident
20. **Vehicles.** All vehicles must have current registration and license plate or will be removed at Resident's expense within seven days after written notification.
21. **Liability.** Resident shall be liable for the care, custody, and control of premises. Landlord shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises or building, nor for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, water, rain, or snow, which may come into issue or flow from any part of said premises or building or from the pipes, plumbing, sprinklers, or any electrical connections thereof or by any other cause whatever and the Resident shall make no claim for any such loss or damage. It is understood that all tenants should carry a Tenant Homeowners Policy or Renters Insurance, including contents, fire, extended coverage insurance and liability insurance, and do so at his own expense.
22. **Other Regulations.** The Resident agrees to conform to such lawful rules and regulations which are reasonably related to the proposed and provisions of this lease, as shall from time to time be established by the Landlord in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, safety, comfort, and convenience of all the occupants of said building.
23. **Separability Clause.** If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. It is understood and agreed the terms of Landlord and Resident shall include the executors, administrators, successors, heirs, and assigns of the parties hereto, and the term Landlord shall include managers, janitor, maintenance and repair persons, and other agents for Landlord.
24. **One-time Waiver.** No one-time waiver by Landlord at any time of any of the terms of this agreement shall be construed as a permanent waiver or as a release from any of the obligations of the Resident under the terms of this Agreement.

SAC Agent Initials

3

 Resident Initials

W
3/23/23

Welcome to the TEAM!

On behalf of Pioneer Investments, LLC. To Whom It May Concern

As a new resident of ours Lopes General Contractor and Pioneer Investments, LLC. would like to express our gratitude as a Rental Management and Investment Company in welcoming you to the team.

With many years of experience behind us we understand that communication is key in order to promptly receive and retain information on any issues and/or questions that may arise whether personal, random, inconvenient, and/or unfortunate and would like you to know that we are here for YOU!

Due to continuous growth of our team at 50+ properties and over 160 apartments throughout the state of Rhode Island it may be difficult at times to get new residents up to date on our routine in order to make sure we do our best to attend to every issue as it arises in a timely fasion based on an emergency or non emergency stand point.

Below is a list of emergency situations and the proper way to approach them in order for us to properly approach every situation correctly.

Emergencies are as follows:

- No Hot water and/or No water at all
 - Water leaks penetrating walls, ceilings, and or possibly causing damage to other parts of the building that can not be controlled (such as broken pipes, roof leaks, etc.)
 - No Heat
 - No power in areas of the apartment
 - Toilet clogs and/or back ups
 - Fires
 - Security issues (such as broken door, broken lock, and broken window)
- In these situations it is in our best interest to take care of these issue immediately!

1. CALL FIRST MIKE LOPES 4012251333
2. IF THE CALL IS NOT ANSWERED IMMEDIATELY HANG UP AND CALL RIGHT BACK
3. IF STILL NOT ANSWERED PLEASE TEXT A DETAILED MESSAGE STATING THE IMPORTANCE

For any other situation although equally as important but not designated as an emergency

1. CALL FIRST AMY LOPES 4017430442
2. IF CALL IS NOT ANSWERED PLEASE LEAVE A DETAILED MESSAGE WITH YOUR NAME, PHONE NUMBER, BUILDING ADDRESS, AND UNIT NUMBER REQUESTING A RESPONSE AND ALLOW UNTILL THAT EVENING OR THE NEXT MORNING FOR A RESPONSE.
3. IF A RESPONSE IS NOT RECEIVED IN SUCH TIME FRAME PLEASE CALL MIKE LOPES 4012251333

Hotline # 508-455-2535

Thank You for your Cooperation

30/23/23

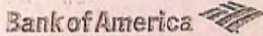
For Pioneer Investments LLC Account

Here are the instructions for rent deposit. Check or money orders ONLY for rent needs to be either transferred online or deposited directly into the company's bank account directly.

Account #: 004641117772
 Bank Name: Bank of America
 Company Name: Pioneer Investments LLC
 Address: 10 Dorrance St, STE 700
 Providence, RI 02903

Note: There is no specific place in bank of America deposit slip but you do need to write notes or description of deposit like "Melissa s rent tweed 1st floor front " on bottom left hand corner of the deposit slip . I can see that deposit slip online and can identify it.

- Please remember Check or money orders ONLY



Counter Deposit **CREDIT**
 Depósito de contador

90 <input type="checkbox"/> Customer Connection	82 <input type="checkbox"/> (AZ)	36 <input type="checkbox"/> (AR)	84 <input type="checkbox"/> (CA)	76 <input type="checkbox"/> (CT)	30 <input type="checkbox"/> (MI)	34 <input type="checkbox"/> (MO)	87 <input type="checkbox"/> (NV)	61 <input type="checkbox"/> (NJ)	74 <input type="checkbox"/> (NY)	53 <input type="checkbox"/> (VA)	50 <input type="checkbox"/> (WV)	29 <input type="checkbox"/> (DC)	
79 <input type="checkbox"/> (FL)	58 <input type="checkbox"/> (GA)	86 <input type="checkbox"/> (ID)	32 <input type="checkbox"/> (IL)	31 <input type="checkbox"/> (IN)	33 <input type="checkbox"/> (IA)	35 <input type="checkbox"/> (KS)	88 <input type="checkbox"/> (ME)	52 <input type="checkbox"/> (MD)	77 <input checked="" type="checkbox"/> (MA)	39 <input type="checkbox"/> (PA)	89 <input type="checkbox"/> (RI)	57 <input type="checkbox"/> (SC)	63 <input type="checkbox"/> (TN)
								55 <input type="checkbox"/> (OK)	38 <input type="checkbox"/> (NM)	81 <input type="checkbox"/> (OR)	56 <input type="checkbox"/> (NC)	37 <input type="checkbox"/> (ND)	97 <input type="checkbox"/> (OH)

Name / Nombre Pioneer Investments LLC
(Please Print)

00-14-3074S 04-2017 6-6060006

Address / Dirección 10 Dorrance Street
(Please Print)

Date / Fecha _____

City/State/Zip Code /
 Ciudad/Estado/Código postal Providence RI 02903
(Please Print)

All items received subject to terms and conditions of applicable laws, regulations and deposit agreement. Proper identification required.
 Todo efectivo y cheques recibidos están sujetos a los términos y condiciones de las leyes, regulaciones y convenios de depósito correspondientes. Se Requiere identificación apropiada.

Deposits may not be available for immediate withdrawal.

Telephone / Teléfono () _____

Cash Efectivo
 Checks Cheques

SIGN HERE IF CASH RECEIVED FROM DEPOSIT / FIRMA AQUÍ SI RECIBES EFECTIVO

Subtotal

Location/Store/Serial # (For Business customers only) /
 Ubicación/Tienda/Número de serie (Solo para clientes comerciales) Proof Code Account Number / Número de cuentas

Less Cash
 Menos efectivo
 Total Deposit
 Total de depósito \$

77 004641117772

Put your name & address including unit number here

⑆540950⑆3⑆⑆

5

3/23/23

8. **Dangerous Material.** Resident shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **Right of Inspection.** Landlord and his agents shall have the right at all reasonable times during the term of this lease any renewal thereof to enter the demised premises for the purpose of inspect the premises and all building and improvements thereon.
10. **Surrender of Premises.** At the expiration of the lease term, Resident shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements executed.
11. **Default.** If any default is made in the payment of rent, or any part thereof, at the time herein before specified, or if any default is made in the performance or compliance with any other term of condition hereof, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord will start eviction proceedings. Resident shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Resident has corrected the default or breach or has taken action reasonable likely to effect such corrections within a reasonable time.
12. **Pets.** No birds, animals, or other pets shall be kept on the premises without the knowledge and written permission from Landlord. Permission to keep such a bird, animal, or other pet may be withdrawn, if, in the opinion of Landlord, it is a nuisance, initiates complaint from neighbors, or negatively affects the normal maintenance of the property.
13. **Subletting.** Resident may not let or sublet the whole or any part of the premises to anyone for any reason whatsoever without prior written consent from Landlord.
14. **Number of occupants.** Resident agrees that the demised premises shall be occupied by no more than 4 without the written consent of Landlord. Persons authorized to occupy the premises are:
Christian O. Velazquez & Grace M. Velazquez
15. **Notice before Vacating Premises.** Resident must give 30 days' written notice by registered mail to Landlord before vacating the premises. After giving notice to the Landlord, resident must allow prospective tenants a reasonable opportunity to inspect the property.
16. **Clean-up.** Resident must clean up premises and restore them to the same condition as they were in when the Resident took possession of the premises, except for reasonable wear and tear and damage by the elements.
17. **Violations.** Nonpayment of rent or a violation of any part of this agreement shall be ample cause for eviction from Premises, after receipt by registered mail or personal delivery of three (3) days' written notice from Landlord. If suit is brought to collect rent or damages, to cause eviction from said the premises, or to collect the costs of repair or cleaning of the premises, the Resident agrees to pay all costs of such action, including reasonable attorney fees as established by the Court.

SAC (Landlord Initials)
Agent

aw (Resident Initials)

3/23/23
aw

EXHIBIT B

5:54

LTE



5 People >

Wed, Jul 6, 6:15 PM

I hope everyone is doing well today. Me and my wife recently just came back from a doctors appointment with our kids and realize that my son has high levels of lead in his system. I assume it's from the paint due to him chewing on the windowsills which we corrected immediately by covering it. I know recently we had someone come by the house and check the paint levels but we never knew the results

I just want to let you know and make sure we're all on the same page and the children safety is the first priority

+1 (617) 548-1074



We have lead Certs for this property.

Okay thank you. The doctors



Text Message



3/23/23
CR

EXHIBIT C

10:35

5G 84

< 22



Sharon >

Text Message
Tue, Aug 9 at 5:37 PM

Hey Sharon. We will be moving out for sept 1.2022.

Tue, Aug 9 at 6:50 PM

Is there any specific reason why?? 🤔
😞

The kids have high levels of lead and I just wanna make sure they are safe . After having a doctor visit. the department of health had to come and found traces of lead so my main priority are the kids safety .

Where did they find lead?? We had it tested before.....

results will come back in a few days . Waiting on them as well.

Ok... please keep me in the loop of the results 💜💙🙏

Expected a new baby in a few months as well so wanted to make sure he's safe as well. Will do!

🎉 congratulations....yes Safety First



Text Message



Cash



CV
3/23/23

EXHIBIT D

10:37

5G 84



Mon, Aug 8 at 9:00 AM

+1 (401) 648-4737

Dear Tenants, we are missing your August rent. Please pay the rent asap with \$75 late fees to avoid eviction or late judgment fee. If you have already paid the rent for August then please send us the proof asap.



Thanks!
Manav



Christian O. Velazquez

\$1,425.00

Payment method

Bank Account ending in 3091

Payment date

August 5, 2022

Paid friday



3/23/23
D

EXHIBIT E

6:52

LTE




Maintenance request


Summary

Updates

Bathtub mold and water spilling

Tub keeps getting mold after recaulking. Leaks ALOT downstairs . Paint peeling , not safe for kids . Needs sanding and painting and solid caulking

 Property manager has permission to enter property

 Has pets on property

3/23/23
D

Details

Status	Number
New	667052
Submitted by	Date created
Christian O. Velazquez	June 02, 2022
Category	
Appliances	

Shared with

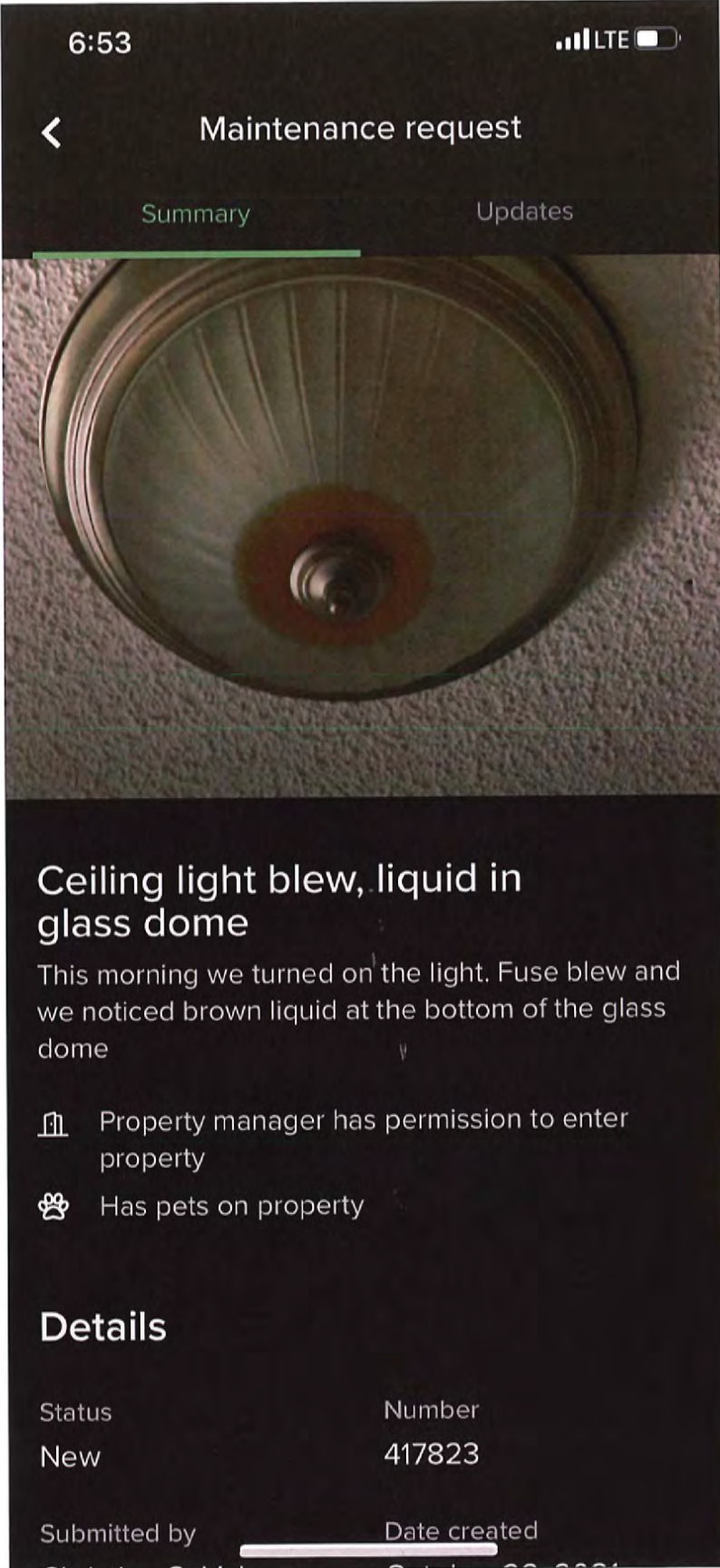


Christian O. Velazquez



Pioneer Investments LLC

EXHIBIT F



CV
3/23/23

EXHIBIT G

6:52

LTE



Maintenance request

Summary

Updates

Ceiling light

The guy working on the 3rd floor said to send another request for the Ceiling light.



Property manager has permission to enter property



Has pets on property

Details

Status

New

Number

526477

Submitted by

Christian O. Velazquez

Date created

January 31, 2022

Category

Electrical

CW
3/23/23

Shared with

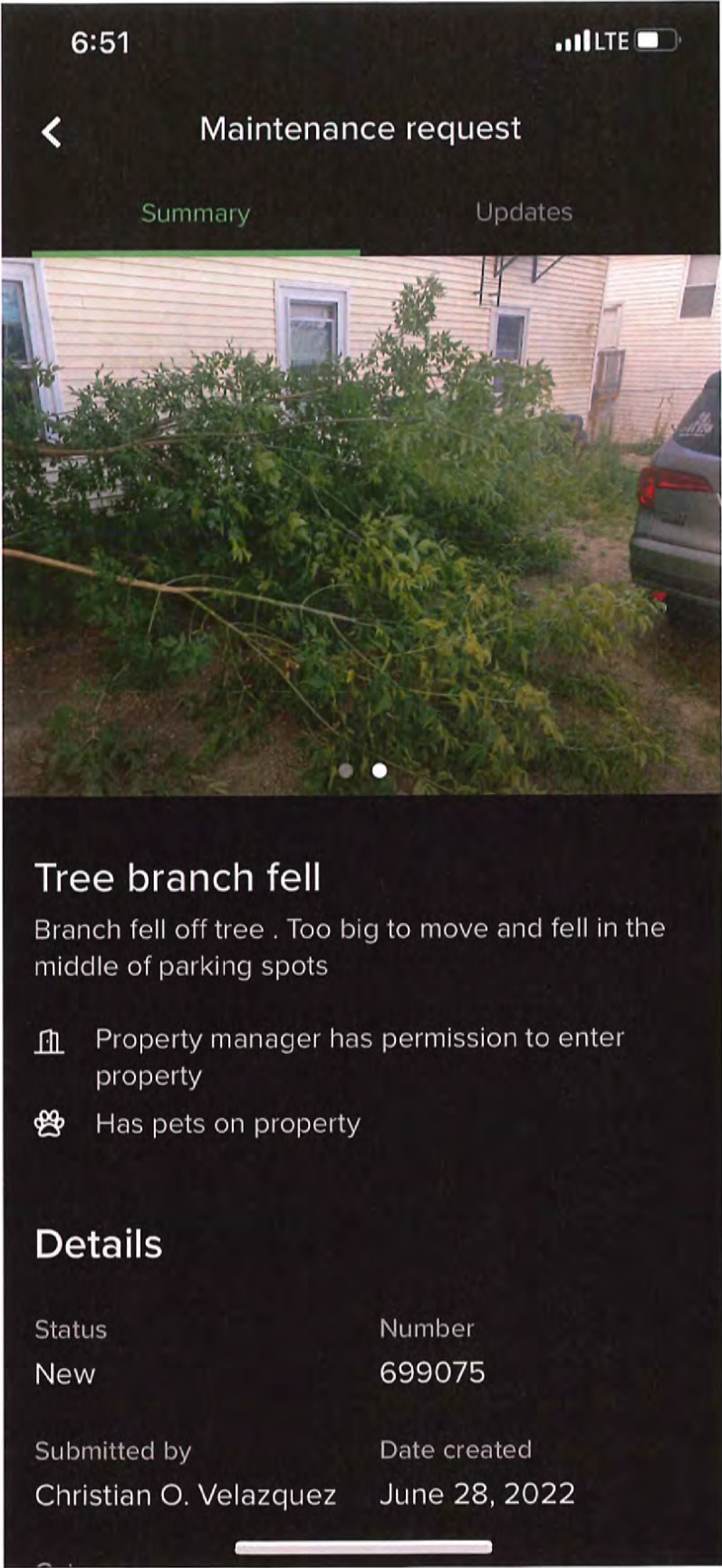


Christian O. Velazquez



Pioneer Investments LLC

EXHIBIT H



3/23/23
to

EXHIBIT I

6:51

LTE




Maintenance request


Summary

Updates

No power to our and babies bedroom

Half the house doesn't have electricity. Not sure what's going on? Emergency because we need air conditioning for babies

 Property manager has permission to enter property

 Has pets on property


Details

Status	Number
New	688106
Submitted by	Date created
Christian O. Velazquez	June 18, 2022

Category
Electrical

Shared with

 Christian O. Velazquez

 Pioneer Investments LLC

3/23/23
W

EXHIBIT G

AFFIDAVIT OF LINSDAY MOTTRAM

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

1. My name is Lindsay Christine Mottram.
2. My date of birth is January 14, 1991.
3. Tenancy
 - a. I was a tenant in 103 Pond Street, Unit 1, in West Warwick, RI beginning in December 1, 2018.
 - b. After a few months, in March 2019, I moved out of Unit 1 and into Unit 2 at the same address. We moved due to a bathroom leak in Unit 1 and because an additional member of my family was joining me.
 - c. I moved out of Unit 2 in approximately the late summer of 2020, likely late August or early September 2020.
 - d. During most of my time at 103 Pond Street, I lived with my husband, my mother and my two children. Unit 2 was a 3-bedroom, 1-bathroom apartment with an attic space that a Pioneer agent, Michael Lopes, told us we would have access to for use as an additional bedroom.
4. Lease
 - a. When I signed my lease for Unit 2, I was told that the apartment would be painted and cleaned prior to my family moving in.
 - b. When we moved into the unit, it was painted, but there was what I believed to be plaster fragments and dust throughout the apartment.
 - c. Attached to my lease was a lead disclosure and the "Protect Your Family from Lead in Your Home" pamphlet.
 - d. Pioneer never provided me with any inspection reports related to the state of lead hazards in the apartment at the time I signed my lease or at any time in my tenancy.
5. Exterior
 - a. Entrance and Entryway
 - i. When we lived in Unit 2, the only entrance to the unit was through a back door.
 - ii. A short exterior staircase made of concrete and painted gray-blue led to the back door, which opened into a small entryway. The gray-blue paint was chipping. The door frame was made of wood and had chipping, peeling, and/or cracking paint.
 - iii. The entry hallway had a door to Unit 1 and a wooden staircase with a wooden railing that lead up to the door to Unit 2 without a landing. The staircase, railing, and door frames were all made of wood and had chipping, peeling, and/or cracking paint. Ex. A.
 - iv. I tried to avoid touching the railing in the staircase because when you made contact with the paint on the railing it would chip and fall to the floor.

- v. After I moved out of Unit 1, a family with three children later moved in to Unit 1 also used this entrance and entry hallway.
 - b. Exterior Balcony
 - i. Unit 2 had a private balcony facing the street. During my tenancy, the second-floor balcony was not visible from the street because of an overgrown tree. The only access to the deck was through the unit.
 - ii. The doorframe of the balcony door was wooden and covered in chipping paint. Ex. B.
 - iii. There was a gap in the frame between the frame and wall of the building large enough to stick fingers between, which my son did and got his fingers stuck. Ex. C.
 - c. The exterior doors and door frames on the building were generally in poor condition.
 - i. Like the door to the Unit 2 deck, Ex. B, the doorframes were painted and were chipping.
 - ii. I observed little to no weather proofing of door frames.
 - iii. The door frames at both the main door and deck door were not securely attached to the building. There were significant gaps between the wall and door frames. Ex. C.
6. Interior
- a. General Condition
 - i. Most of the walls were in reasonable condition and painted without cracks, chips, or peeling areas when we moved, except as noted.
 - b. Daughter's Bedroom
 - i. Window Fit
 - 1. There were two windows in the room. The window facing the backyard was not set straight in the frame and would not close completely. We had to keep the window locked at all times or the window would slide open.
 - ii. Wall Cracks
 - 1. Several months after we moved in, I noticed a bulge in the wall coming into the room, running across the wall, and also extending from the floor to the ceiling. Ex. D.
 - 2. The paint on the wall had cracks running across it where the wall was bulging. Ex. D.
 - iii. Ceiling Leak and Collapse
 - 1. In April 2019, rain damaged the ceiling of my daughter's room.
 - 2. We first noticed a leak when we began to see water collecting in the ceiling.
 - 3. We later discovered rain was coming into the building—and my daughter's ceiling—through a hole in the roof.
 - 4. I notified Pioneer of the leak and that it required repair via text.
 - 5. Pioneer did not fix the leak in response to my notifications.

6. That month, April 2019, the ceiling gave way, and water began to pour into the bedroom. Ex. E. Essentially, it rained in my daughter's bedroom.
 7. When the ceiling collapsed, it left plaster and paint debris in the room. Ex. F. I had to clean-up the mess as best I could and attempt to catch the water still pouring in with several buckets. The collapse damaged my daughter's belongings and prevented her from using the bedroom entirely.
 8. As a result of this exposure to the elements during this rainstorm and subsequent rainstorms, the bedroom became unusable, and we had to continue pouring out buckets of rainwater as they collected.
- iv. Attempts to Have Pioneer Make Repairs
1. After the collapse, in April 2019, I texted Manav at Pioneer to report that the ceiling had collapsed and needed immediate repair. I texted Manav because that was a recurring point of contact with Pioneer. Manav assured me that Anurag was aware of the maintenance problem.
 2. In February 2020, Pioneer had still not fixed the ceiling, and I was still struggling to get anyone from Pioneer to come and fix the ceiling.
 3. Around March 2020, Pioneer was forced to come to the property because of a propane gas issue that brought emergency services to the building.
 4. Only after that property visit and after code enforcement for the City of West Warwick issued a Notice of Violation, which I received a copy of, did Pioneer begin attempting to schedule a time to repair the collapsed ceiling. Ex. G.
 5. I repeatedly attempted to bring the issue to their attention, but was unable to schedule a repair.
 6. As a result of the exposure to the elements and Pioneer's delay in repairing the ceiling, my daughter's bedroom was uninhabitable for almost a year. I had to keep routinely empty buckets of water coming in through the ceiling and cleanup the ceiling debris.
- v. Ceiling Repair
1. It wasn't until July 2020 that Pioneer, including Michael, began to repair the ceiling by putting up new plaster. Ex. H; Ex. I.
 2. As we had been during the period of collapse and exposure, we continued to live in the apartment during the repairs.
 3. I did not observe any signs or notices posted about work or the work area.
 4. I was never told to be out of the unit during the work, though Pioneer did close the door to the room while working.

5. At the conclusion of the work, which took one or two days, I did not observe Pioneer clean the room.
 6. I never heard a vacuum running, and I was at home at all times the workers were working.
 7. When I went back into the room, I noticed dust left behind on the wood floors.
 8. I never saw any workers bring in a mop. When I went back into the room, the floors were dry.
 9. I was never provided with any materials on possible lead hazards or with a Renovate Right pamphlet.
- vi. Almost a year passed between the original leak that caused the ceiling collapse and final repair, during which the room was not functional though we were paying for it.
 - vii. Months passed between the collapse of the ceiling in my daughter's bedroom and the final repair.
- c. Converted Attic Bedroom
- i. When we moved into Unit 2, there were three bedrooms, and we were told by Pioneer that there was an additional, converted attic space we could use as a bedroom.
 - ii. Leaks in the Bedroom and in the Wall Interior; Hole in the Roof
 1. I noticed a leak in the wall of the attic room because of water damage growing along the wall where it met the ceiling.
 2. Because of the leak building at the time in my daughter's bedroom, we were very concerned, so we opened the wall to determine the extent of the problem. We had also been able to hear water falling through the wall, even without being close to it.
 3. When we investigated the wall, we discovered a hole in the roof of the building and placed a container under the hole to collect the water that was coming in. Ex. J.
 4. Separately, in the room, there was a inch-sized hole in the ceiling that water would drop through. The water damage around this hole extended for a foot in different directions.
 - iii. Attempts to Have Pioneer Make Repairs
 1. We contacted Pioneer in late 2019 to notify them of the leak when we first observed it.
 2. The leak was not repaired from our requests.
 - iv. Repairs
 1. Only once they began to address the collapsed ceiling in my daughter's room in summer 2020 did they fix the hole in the attic bedroom wall and the leak in the roof. Pioneer workers sealed the container collecting water into the wall of the attic bedroom.
 2. During those repairs, we were present in the apartment.
 3. I did not observe any warning signs posted.

4. The final repairs included replacing the board leading to the attic space and plastering about a square-foot over the hole in the ceiling that water was coming through.
- d. Contact with Pioneer
 - i. When I moved into the property, I was given the contact information for Michael Lopes. Later, Anurag Sureka and Manav texted me.
 - ii. Michael appeared to be the designated point of contact for maintenance issues, but he was not responsive to the problems. I had to directly text him or call him.
 - iii. I was unable to get Michael to handle our maintenance problems.
 - iv. At that point, I began reporting issues to Manav and Anurag when they would contact me for rent payment verification through an established group text.
 - v. These problems I reported were not attended to until after I contacted West Warwick code enforcement was contacted.
 - e. Rent
 - i. Upon signing my lease, I was told to pay rent by depositing \$1450 into Pioneer's account at Bank of America.
 - ii. I was contacted on a monthly basis by Manav and asked to send proof of rent to him.
7. 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.


Lindsay Mottram

Signed and sworn to me on this 22nd day of January, 2024.






EXHIBIT A



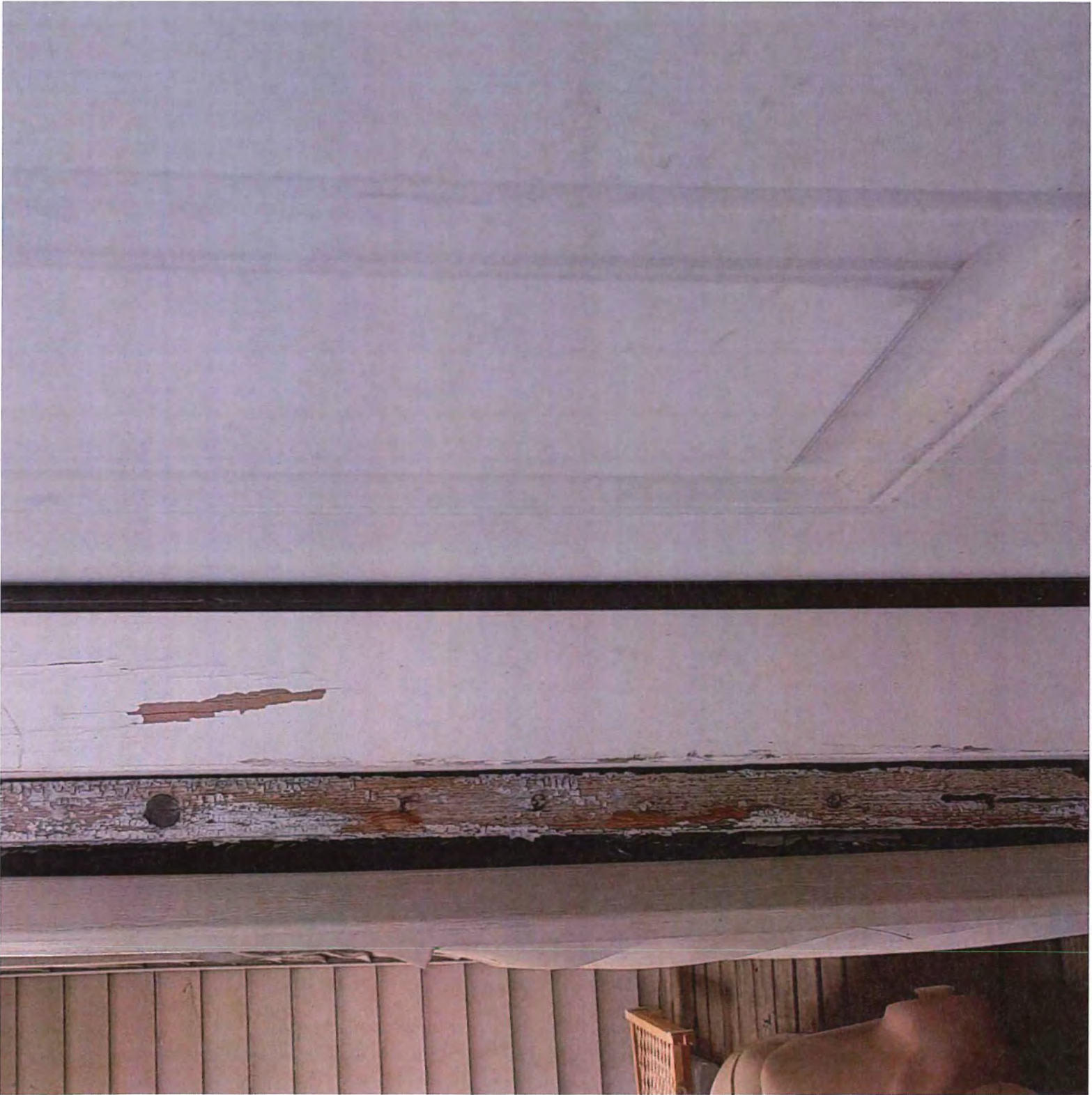
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EXHIBIT B



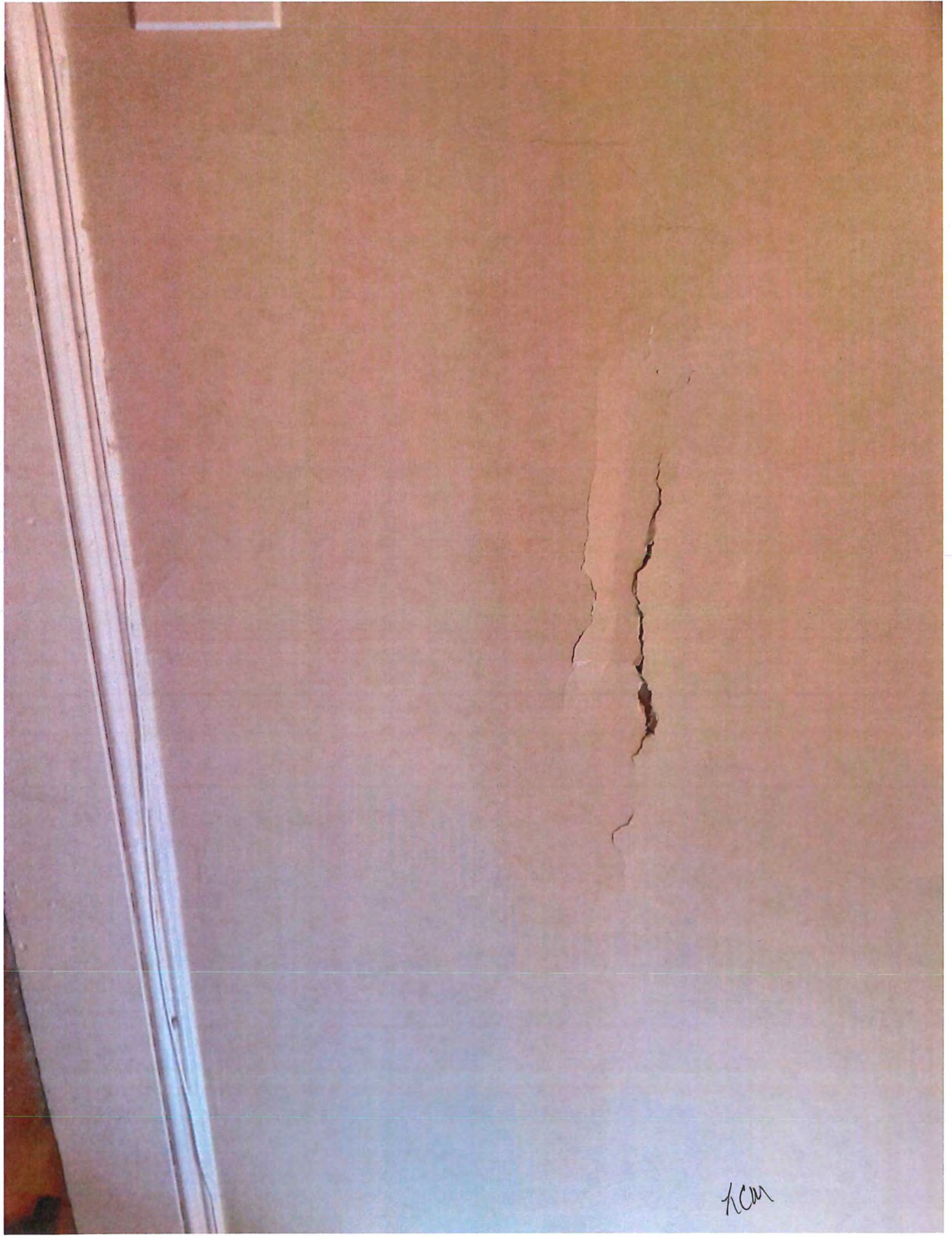
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EXHIBIT C



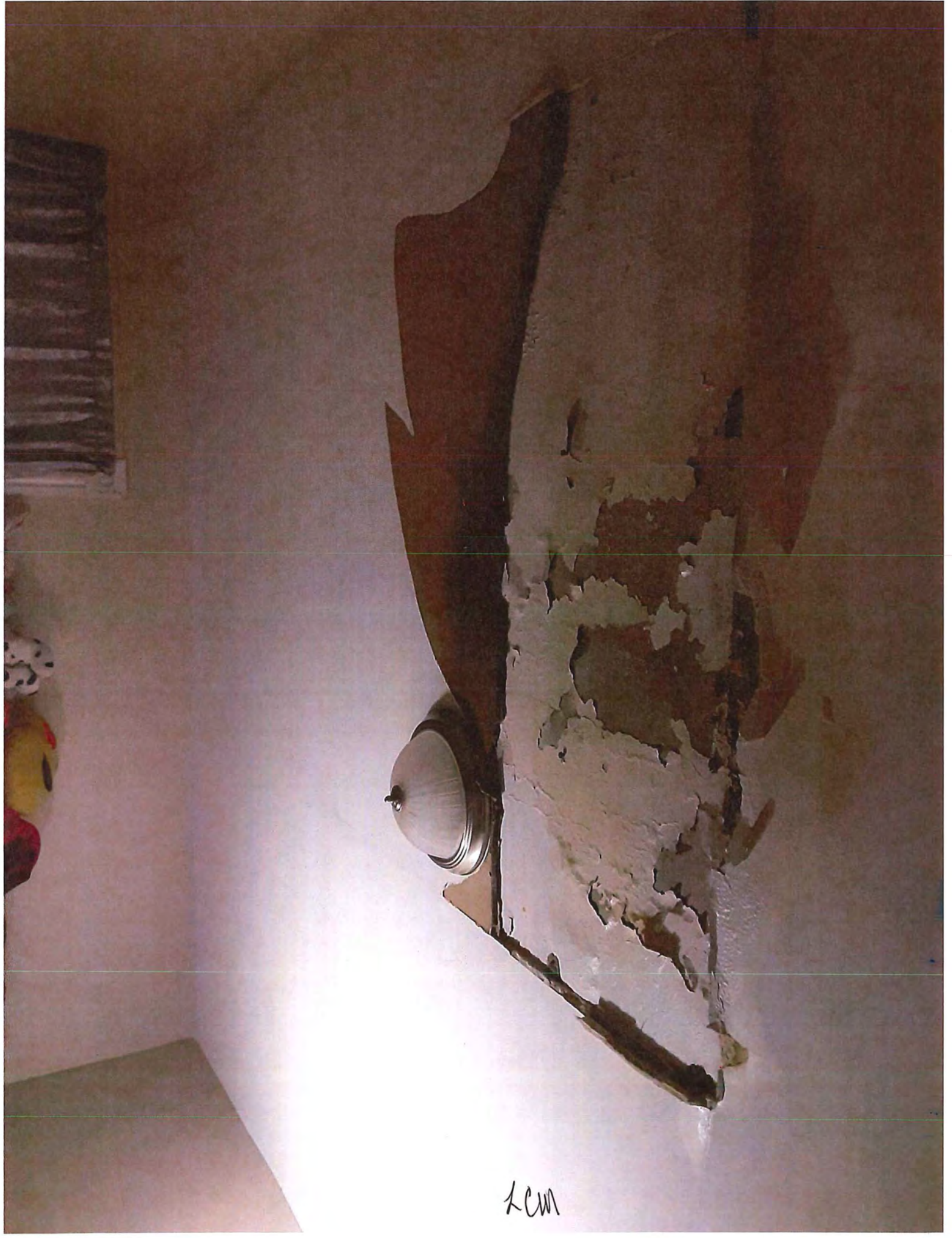
LCM

EXHIBIT D



KCM

EXHIBIT E



KCM

EXHIBIT F



LCM

EXHIBIT G

NOTICE OF VIOLATION

March 9, 2020

**PIONEER INVESTMENTS LLC
10 DORRANCE ST STE 700
PROVIDENCE RI 02903**

Dear property owner:

Subsequent to the Minimum Housing Inspector conducting an inspection at **103 POND ST., Plat 5 Lot 115**, it was observed that the premises is in violation of the State of Rhode Island Maintenance Code and/or the Code of Ordinances as follows:

302.1 Sanitation. Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. **1. Remove the litter and rubbish from the property. 2. There is a large piece of furniture between the bushes and the front of the building that must be properly disposed of.**

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. **Areas of bare, untreated wood around the second-floor rear porch and a rear basement window must be properly protected with paint or siding.**

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from

Handwritten signature

EXHIBIT H

100



EXHIBIT I



Lew

EXHIBIT J



Lem

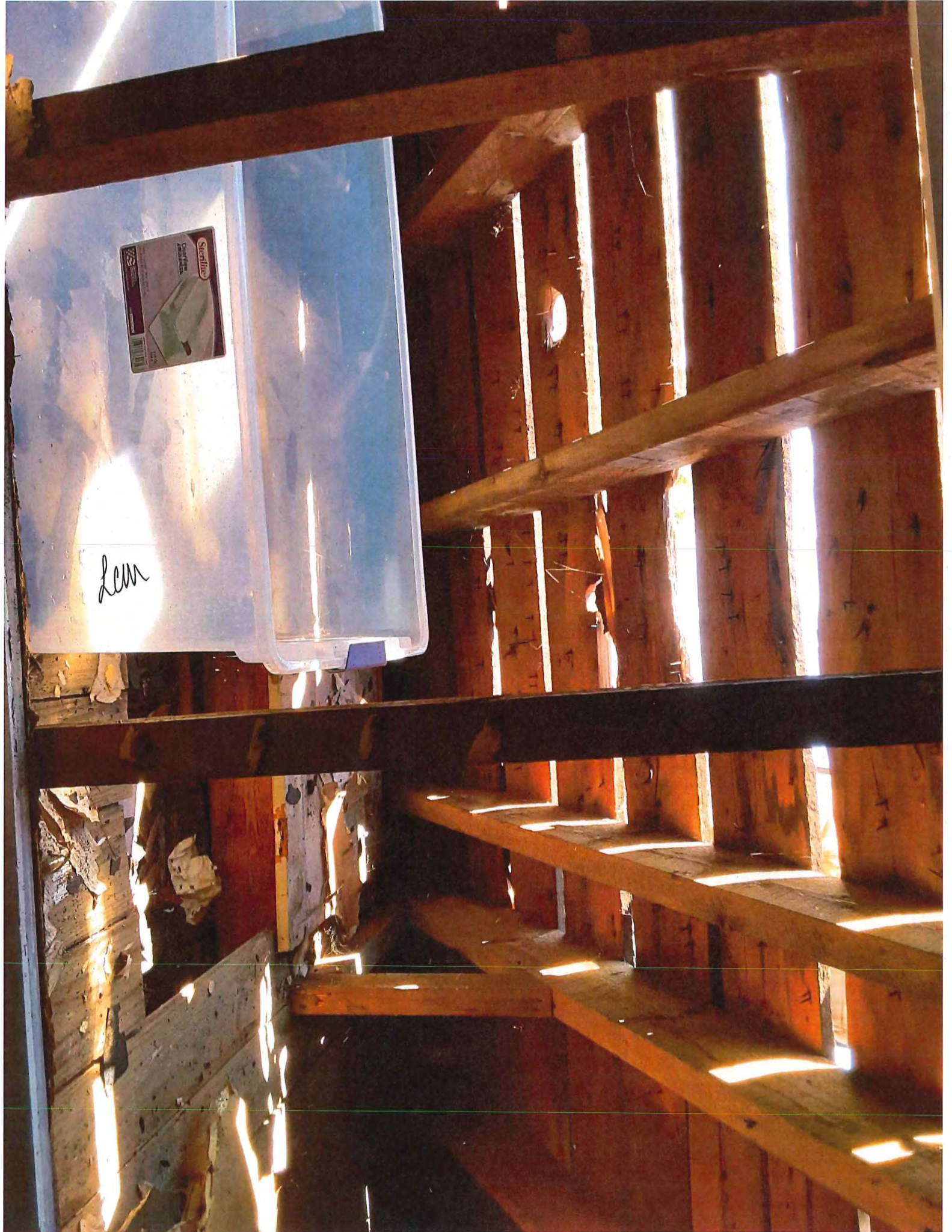


EXHIBIT H

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

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

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

From: Charles Davey <davey@westwarwickri.org>

Date: Wed, Jun 23, 2021, 12:58 PM

Subject: 87/89 Pond St.

To: Michael Lopez <lopezkc@yahoo.com>, Anurag Sureka <sureka_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 Davey

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

MV-9.6.23

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

[Home](#) [Search](#) [Print](#) [Previous](#) [Next](#)

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

Parcel Identification		Assessment	
Map/Lot	006-0928-0-030	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	16-1918-35		

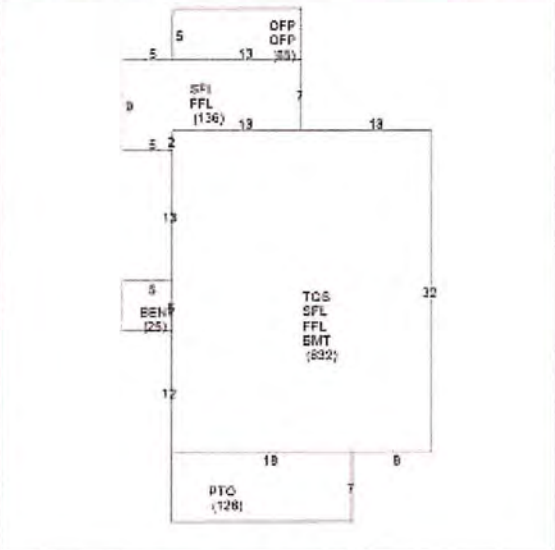


Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2022	\$47,900	\$150,100	\$3,800	\$201,900
2021	\$38,400	\$156,200	\$3,800	\$198,500
2020	\$38,400	\$156,200	\$3,800	\$198,500
2019	\$38,400	\$156,200	\$3,800	\$198,500
2018	\$37,000	\$99,200	\$3,800	\$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	1800
Heat	Hot Water
Fireplaces	0
Rooms	13
Bedrooms	7
Bathrooms	3 Full Bath
Above Grade Living Area	2,560 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
04/14/2021	\$217,000	2486-2416	Warranty
10/15/2010	\$175,000	2080-111	Warranty
05/02/2009	\$80,000	2009-311	Warranty
04/20/2009	\$123,500	2009-311	Foreclosure
04/28/2004	\$0	1868-75	Quit Claim
01/30/2003	\$188,000	1206-154-155	
08/09/1997	\$0	683-244	
02/06/1997	\$0	676-70	

Building Sub Areas

Sub Area	Net Area
1st Floor	668 SF
2nd Floor	668 SF
3/4 Story	624 SF
Basement	832 SF
Basement Entry	25 SF
Open Porch	130 SF
Patio	120 SF

Land Information

EXHIBIT D



EXHIBIT E



EXHIBIT F



EXHIBIT G



EXHIBIT I

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

AFFIDAVIT OF RICHARD HOWARTH

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

1. My name is Richard Howarth.
2. My date of birth is June 8, 1960.
3. I was a tenant and resident of 260 Lonsdale Avenue, #3R, Pawtucket, RI 02860, from October 2016 to late September 2023.
4. My previous landlord sold the property to Pioneer in or around January 2023. In February 2023, I began paying my rent directly to Pioneer Investments.
5. While I was a Pioneer tenant I lived in my apartment with my partner and her mother, until she died. While we did not have a child living with us, at least one other child who was approximately 6 months old resided in Unit 2F during Pioneer's ownership.
6. During my time as a Pioneer tenant, I experienced various maintenance issues and observed dangerous work being performed by Pioneer maintenance crews.
 - a. Dilapidated Access Porches
 - i. The property has two porches, each of which you'd have to use to access the apartments. Each porch was covered with chipping and peeling paint, and residents had to walk over the paint flakes to get into the apartments. The front porch landing has two doors at the top of the landing. The side porch landing has one door.
 - ii. Both porches were very old and had tons of chipping and peeling paint on them. Exs. A & B. Both porches were in poor structural condition, and I was worried that the porch to my door would collapse under my weight when I went across it.
 - iii. I called property manager Sharon Crowther in February 2023 to inform her of the dangerous porches and to request that they be fixed because this was the only way to get into or out of the apartments.
 - iv. In or around April 2023, I called the fire department for assistance with my mother-in-law. When they arrived to render aid, they said that they were afraid that carrying her over the porch and down the steps might put her at more risk because the stairs could give way. Ultimately, the fire department installed a temporary ramp to bring her down the stairs rather than walk directly on the stairs.
 - v. Apparently in response to an order from the Pawtucket Housing Court, Pioneer undertook renovations and repairs of the exterior stairs and porch in or around June 2023, continuing throughout the summer. They first replaced various steps on the side porch. Ex. B. Eventually Pioneer repainted the front porch's staircase and landing. Ex. C. This paint work was done on a large area of the porch that probably exceeded 20 square feet.
 1. I was not notified in advance that any of this would be occurring, either by Pioneer agents or by receiving the Renovate Right pamphlet in hand or in person (nor did I ever sign anything saying



I had so received). While the work was ongoing, the tenants had to walk over and through the work zones to get in or out, which meant that I and my neighbors - who had a 6-month-old baby - had to walk through the paint flakes and through the dust the work created. While doing so, I saw Pioneer workers painting directly over the chipping and peeling paint. Ex. B.

2. Not only were there no warning signs placed around the work zone for tenants, but no protective measures were taken either: the workers weren't wearing any personal protective equipment, and left their dusty tools and paint brushes around, no plastic was laid around the porch to prevent dust from contaminating the ground, nothing appeared to be done to protect neighboring housing.

b. Windows, Door, and Door Frame Replacement

- i. In the spring of 2023, and continuing into the summer, a renovation occurred during which doors, frames, and window frames were removed and discarded throughout the property. This was done in what seemed like a very haphazard way, given the scattering of tools and debris Pioneer workers left behind at the end of each workday. Exs. D & E. Tools and wooden windows with chipping paint were left in common areas, not sectioned off, nor disposed of. I undertook the burden of sweeping and cleaning the debris myself because it had been left in that condition that for a few days. Ex. F.
 1. I was provided no notice before these replacements were undertaken. At no time, before or after the renovation, was I provided with the Renovate Right Pamphlet. No measures appeared to be taken to protect the tenants; no signs were placed by Pioneer, no areas were sectioned off, and I did not observe any plastic sheathing used at any time.
 2. It seemed that they didn't take steps to contain the dust, as the frames and construction debris were left directly in the open, not even in a plastic bag. Exs. D & E.
 3. The areas of the house undergoing renovations were not blocked or sectioned off from the main walkways of the house, so it wasn't uncommon to have to walk through a common area covered in dust and step over dusty tools left by Pioneer workers. There were no signs posted to indicate that we should avoid the area while it was being renovated, and no. We had no choice but to walk through it.
- ii. The individuals that Pioneer sent to change the doors failed to weather seal the perimeter of the doors for weeks. Ex. G.
- iii. I was concerned for the infant living at this property because of the dangerous conditions of the building.
- iv. I believe that Anurag Sureka monitored and coordinated the work at 260 Lonsdale. At one point, he came by the property to check on the workers

PA
E

as they were working on the doors. He was there for about ten minutes, and after he left, the work continued.

7. During my time as a Pioneer tenant, I have experienced various issues with the general safety of my building:
 - a. Pests
 - i. There were rats living in my building and I heard them in the walls at night. I attempted to keep them at bay by sealing holes that they may have entered my unit through and allowed my cats to chase the rats away. Despite these efforts, I continued to find evidence of rats.
 - ii. On one occasion, I visited my neighbor's apartment. They expressed that they'd also had issues with rats. I opened the cabinet under their kitchen sink and observed an excessive amount of rat feces and mold. Ex. H.
 - iii. I reported this issue in or around spring of 2023 via a phone call with Sharon, but to my knowledge nothing was done to address these issues.
8. 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.


Richard Howarth

Signed and sworn to me on this 21st day of December, 2023.






EXHIBIT A



PH

EXHIBIT B

RU



EXHIBIT C

RA

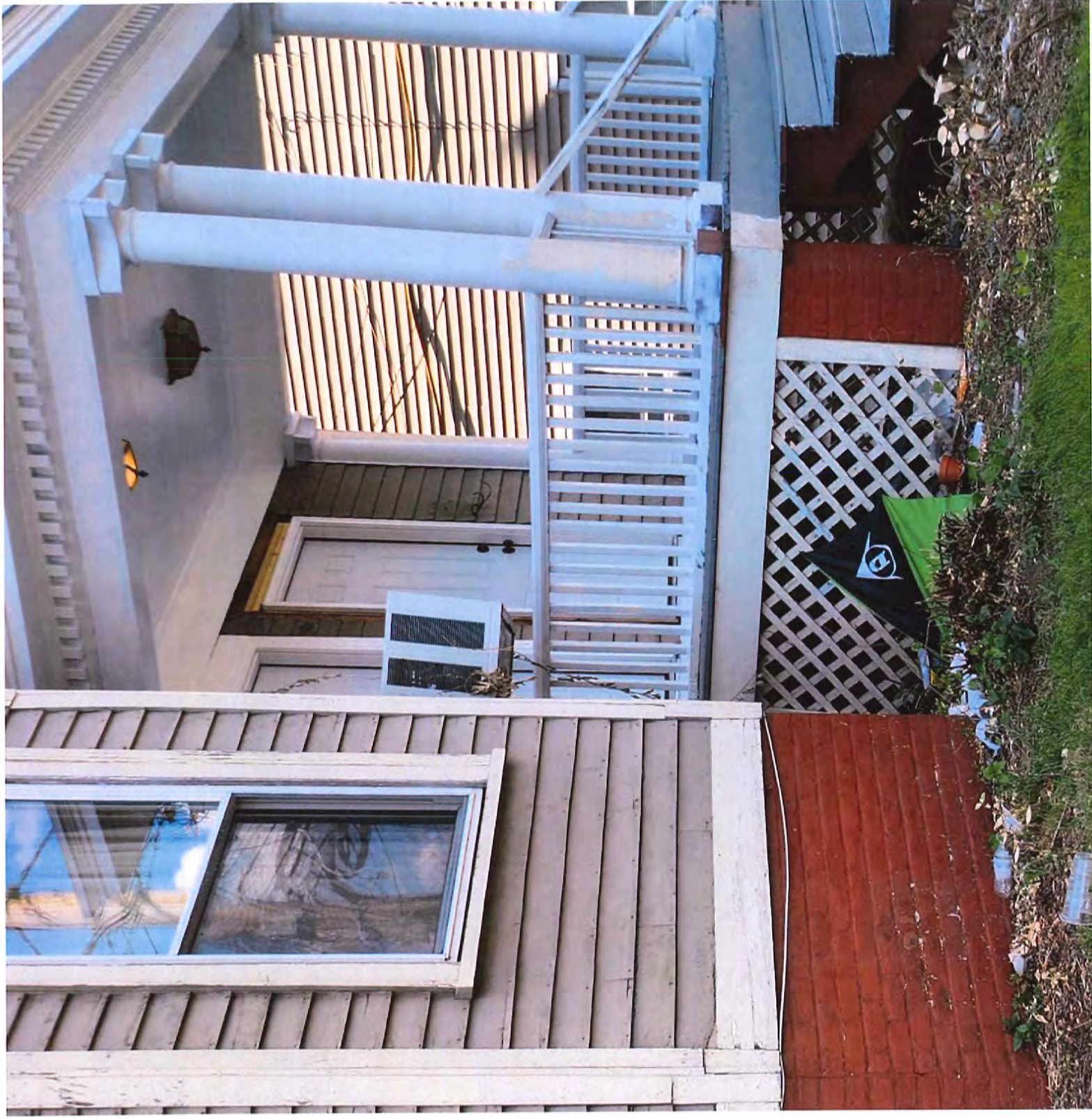


EXHIBIT D



EXHIBIT E

TENANT
THIS DOOR
MUST BE
KEPT CLOSED

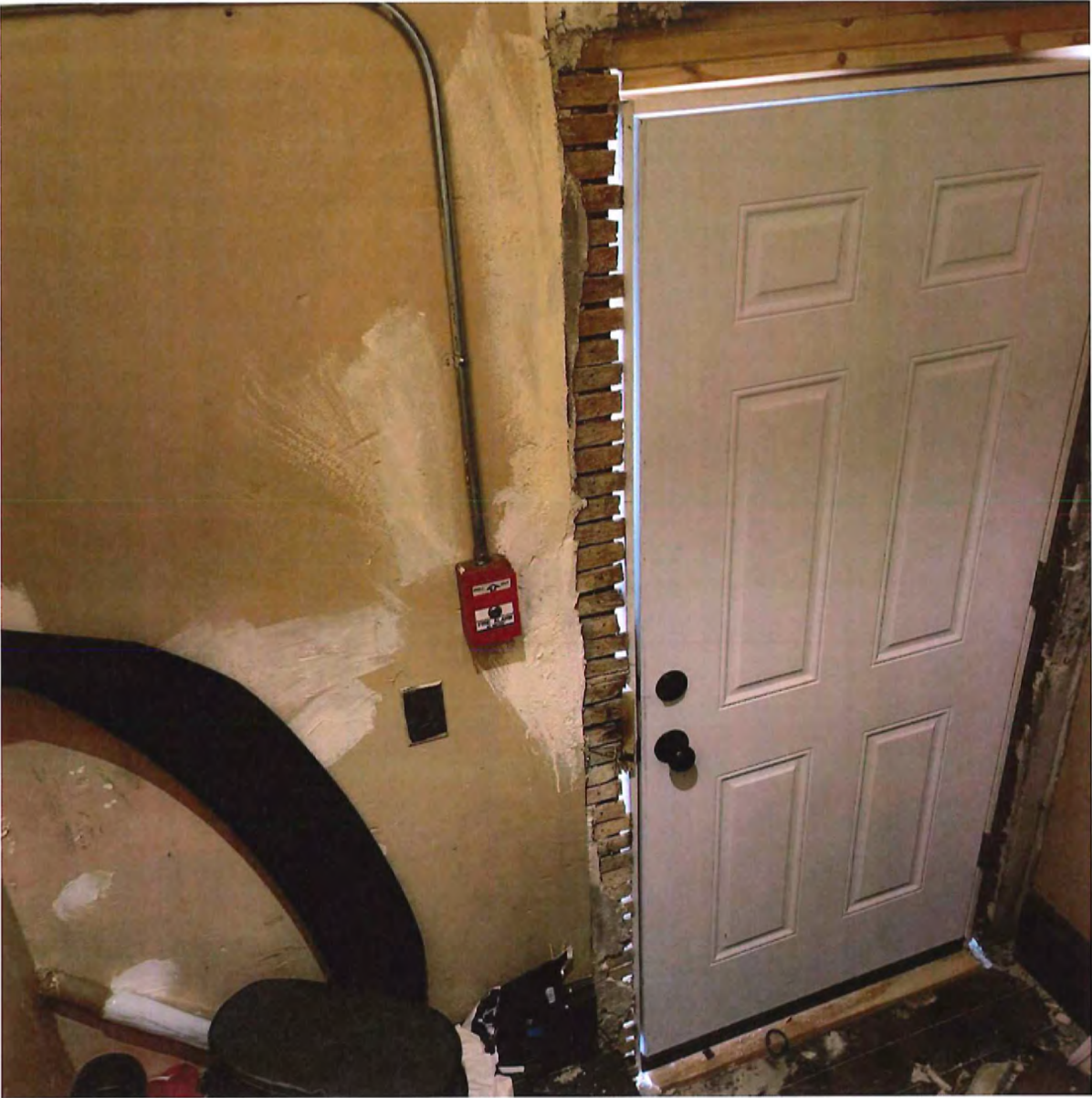


EXHIBIT F



RH

EXHIBIT G



24

EXHIBIT H



EXHIBIT J

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

From: [Shana Crandell](#)
To: [Johnson, Carl](#)
Cc: [Cherie C](#)
Subject: Re: 260 Lonsdale Ave - Lead Hazard
Date: Friday, August 4, 2023 9:59:49 AM

You don't often get email from shana.crandell@gmail.com. [Learn why this is important](#)

Hi Carl,

Just checking in on inspections for 260 Lonsdale (Richard: 401-288-7495) and 288/290 Sayles (Paula: 401-771-5161). I can help coordinate. Please let me know if there's another inspector I should contact if you're still out of the office.

Thanks,
Shana
(617) 990-2931

On Wed, Aug 2, 2023 at 3:11 PM Johnson, Carl <cjohnson@pawtucketri.com> wrote:

Hi Shana. I'm out of the office. I'll get an inspector out there tomorrow.

Carl

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Shana Crandell <shana.crandell@gmail.com>
Sent: Wednesday, August 2, 2023 2:35:29 PM
To: Johnson, Carl <cjohnson@pawtucketri.com>; Cherie C <cherie.cruz7@gmail.com>
Subject: 260 Lonsdale Ave - Lead Hazard

You don't often get email from shana.crandell@gmail.com. [Learn why this is important](#)

Hi Carl,

We are getting reports from tenants at 260 Lonsdale Ave that Pioneer Investments is attempting to paint over exterior lead paint without proper mitigation or permits. There is an elementary school nearby and a baby living there.

Can someone call Richard to coordinate an inspection? I am also happy to help facilitate. Richard can be reached at (401) 288-7495.

Thanks,
Shana
(617) 990-2931

EXHIBIT K

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

ESTIMATE



Prepared For

Pioneer Investments Llc
260 Lonsdale Ave.
Pawtucket, RI
(617) 548-1074

Diamond Cut Painting

21 Appleton St, Unit 2
Providence, RI 02909
Phone: (401) 919-8828
Email: diamondcutpaintingri@gmail.com
Web: www.diamondcutpainting.net

Estimate # 656
Date 06/29/2023
Business / Tax # 87-1920864

Description

Foundation Painting Labor, Basic

Basic labor to paint foundation with favorable site conditions. Prep - remove loose paint, and spot prime Roll / brush coats of paint. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

"Paint all foundation with Behr Porch and Patio (Slate Gray)"

Deck & Railing Painting Labor

Basic labor to paint deck and railings with favorable site conditions. Clear wood deck of debris and loose or damaged finish. Sand and scaper to favorable conditions. Apply new paint/coating - 2 coats. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

"Scrape, Sand and Paint the back deck Behr Porch and Patio (Slate Gray)"

"Scrape, Sand and Paint the back deck railings (Behr exterior white)"



Exterior Door Painting Labor

Basic labor to paint exterior door with favorable site conditions. Prep - remove/mask hardware, scrape and sand, spot prime. Roll / brush 2 coats of paint. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

“Sand and Paint all exterior doors with Behr exterior flat (Black)

Fire Escape Painting

Fire Escape Painting Labor, Basic

Basic labor to paint Fire Escape with favorable site conditions. Prep - remove loose paint. spray 2 coats of paint on fire escape. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.



Vinyl Siding Installation Labor

Basic labor to install vinyl siding with favorable site conditions. Layout, fabricate and attach vinyl siding (6" width) over vapor barrier. Install using manufacturer recommended corner and edge flashing and J-channels. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Vinyl Soffit Installation Labor

Basic labor to install vinyl soffit with favorable site conditions. Layout, fabricate and attach vinyl soffit Use appropriate channel molding at seams and vent openings. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Aluminum Fascia Installation Labor

Basic labor to install aluminum fascia with favorable site conditions. Layout, fabricate and attach aluminum fascia. Use appropriate channel molding at seams. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

“We are to cover all fascia and soffits and body areas around the property”

"Estimated total 55 squares total"

"All materials are to be furnished and provided by PIONEER INVESTMENTS LLC"

Subtotal	\$21,470.00
Total	\$21,470.00
Deposit Due	\$7,149.51

Payment Schedule

Deposit (33.3%)	\$7,149.51
1st Payment (33.3%)	\$7,149.51
2nd Payment (33.4%)	\$7,170.98

Notes:

Installing vinyl siding around the entire house doing fascia and soffit around the entire house wherever they will be fascia and soffit there will be covered with Aluminum and Vinyl. As well as that all the windows will be covered with aluminum as well. the foundation, 2 fire-escapes and decks will be painted.

payment into 3 portions. A deposit will be required as first payment of 33.3% ones 50% of the work is completed we will ask for the second payment of 33.3% and once the complete project is presented to you we will ask for the final payment of 33.4%

















Pioneer Investments Llc

EXHIBIT L

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

[6/30/23, 3:03:57 PM] Jamal Diamond Cut Painting : I understand I don't wanna go back-and-forth as well. If you can do \$6500 I'll have my guys ready tomorrow

[6/30/23, 3:07:36 PM] Anurag: 6000 is very fair and opportunity to do other jobs

[6/30/23, 4:52:56 PM] Anurag: If we can't work this time

[6/30/23, 4:53:00 PM] Anurag: We can never work.

[6/30/23, 4:53:05 PM] Anurag: This is getting insane.

[6/30/23, 4:55:41 PM] Anurag: I came from 5000 to 6000

[6/30/23, 4:56:17 PM] Anurag: I can make deposit and need to have timeframe to complete it

[6/30/23, 5:32:34 PM] Jamal Diamond Cut Painting : I will agree to 6000 for Oak Street if you agree to giving me the west Warwick project as well

[6/30/23, 5:32:49 PM] Anurag: Lol

[6/30/23, 5:33:02 PM] Anurag: It doesn't work that way

[6/30/23, 5:33:12 PM] Anurag: West Warwick I already have someone

[6/30/23, 5:33:20 PM] Anurag: If you don't want to do this one that's fine

[6/30/23, 5:33:28 PM] Anurag: We don't have to do work

[6/30/23, 5:33:41 PM] Jamal Diamond Cut Painting : I want to do it, but I can't lose my shirt when I'm doing something I'm running a business my business has to make a profit

[6/30/23, 5:33:42 PM] Anurag: I gave you fair deal

[6/30/23, 5:33:56 PM] Jamal Diamond Cut Painting : I understand let me know if you change your mind

[6/30/23, 5:34:19 PM] Anurag: I will do 6500 but I think you are not flexible that concerns me a lot

[6/30/23, 5:35:10 PM] Jamal Diamond Cut Painting : I'm sorry you feel that way you will see that I am worth every penny

[6/30/23, 5:37:46 PM] Jamal Diamond Cut Painting : We will get started tomorrow and with weather permitting, we will be done in about seven days

[6/30/23, 5:40:22 PM] Anurag: I will review the scope.

[6/30/23, 5:40:47 PM] Anurag: I just want to make sure scope is done 100%

[6/30/23, 5:40:58 PM] Anurag: I don't want that there is misunderstanding

[6/30/23, 5:40:58 PM] Jamal Diamond Cut Painting : Let me know I would still have to get my guys ready with the tools necessary to be there for tomorrow

[6/30/23, 5:41:06 PM] Jamal Diamond Cut Painting : I understand

[6/30/23, 5:41:11 PM] Anurag: I will review within an hour.

[6/30/23, 5:41:21 PM] Anurag: Any questions I will call you

[6/30/23, 5:41:24 PM] Anurag: Or text you.

[6/30/23, 5:41:27 PM] Jamal Diamond Cut Painting : Ok

[6/30/23, 8:08:47 PM] Anurag: There are few items that we DID discuss and needs to be added :

- Missing vinyl siding above window (right side of the house)
- Garage two sides(yard and dumpster side) install soffit & fascia
- All exterior doors painted black
- Fire escape scrape and paint – Black metal spray paint
- Foundation scrape and paint – Behr porch and patio slate grey.

[6/30/23, 9:47:36 PM] Jamal Diamond Cut Painting : Ok

[6/30/23, 10:10:26 PM] Jamal Diamond Cut Painting : We will be able to get started on Sunday if the weather is in our favor and will be done no later than 7 workdays "weather permitting"

[6/30/23, 10:24:56 PM] Anurag: ok

[6/30/23, 10:25:13 PM] Anurag: please add this to estimate

[6/30/23, 10:29:09 PM] Jamal Diamond Cut Painting : I did

[6/30/23, 10:32:00 PM] Anurag: doesn't have first two bullet points

[6/30/23, 10:32:02 PM] Anurag: • Missing vinyl siding above window (right side of the house)

- Garage two sides(yard and dumpster side) install soffit & fascia

[6/30/23, 10:32:16 PM] Anurag: also cant include my name

[6/30/23, 10:32:22 PM] Anurag: it needs to same customer

[6/30/23, 10:32:47 PM] Anurag: my company name

Pioneer Investments LLC

[6/30/23, 10:33:58 PM] Anurag: also remember there was couple of places where we needed to replace damaged shingles and color match and paint those

[6/30/23, 10:34:17 PM] Anurag: there cant be broken shingles in the house after doing all the work

EXHIBIT M

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

INVOICE



Bill To

PIONEER INVESTMENTS LLC
99 Oak St
Woonsocket, RI
(617) 548-1074

Diamond Cut Painting

21 Appleton St, Unit 2
Providence, RI 02909
Phone: (401) 919-8828
Email: diamondcutpaintingri@gmail.com
Web: www.diamondcutpainting.net

Payment terms	Due upon receipt
Invoice #	831
Date	08/02/2023
Business / Tax #	87-1920864

Description

Aluminum Windows Trim/Fascia Installation Labor

Aluminum Installation

Basic labor to install aluminum Fascia, window trim and door trim with favorable site conditions. Layout, fabricate an attach aluminum fascia. Use appropriate channel molding at seams. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Vinyl Soffit Installation Labor, Basic

Basic labor to install vinyl soffit with favorable site conditions. Layout, fabricate an attach vinyl soffit Use appropriate channel molding at seams and vent openings. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

62 window

7 doors

2nd floor porch fascia and soffits

Install aluminum wrapping on all windows throughout the house and doors as well

Apply aluminum, wrapping on fascia and install soffit around second-floor porch

- missing vinyl siding above window (right side of the house)
- Garage two sides(yard and dumpster side) install soffit & fascia

Anurag or PIONEER INVESTMENTS LLC will provide all materials needed to start and complete this project.



Garage Exterior Painting

Basic labor to paint garage exterior with favorable site conditions. Prep - remove loose paint, spot prime, paint and caulk edges, gaps. Roll / brush 2 coats of paint on brick or siding, door/window frame and trim . Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

- All exterior doors painted black
- Fire escape scrape and paint – Black metal spray paint
- Foundation on main house scrape and paint – Behr porch and patio slate grey.
- Replacement of three pieces of asbestos shingles. In any case that it becomes additional work, we will have to discuss an arrangement on price for replacing an extensive amount of asbestos shingles

PIONEER INVESTMENTS LLC will provide all materials needed to start and complete this project.



Subtotal	\$6,500.00
Total	\$6,500.00

Payment Summary

07/08/2023 - Check	\$3,250.00
09/08/2023 - Cash	\$3,250.00
Paid Total	\$6,500.00

Remaining Amount **\$0.00**

PIONEER INVESTMENTS LLC

EXHIBIT N

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

SPECIAL SERVICES CUSTOMER INVOICE

Store 4279 COVENTRY
 700 CENTRE OF N E BLVD
 COVENTRY, RI 02816
 Phone: (401) 823-5173
 Salesperson: BXEPOX2
 Reviewer:

REPRINT
2023-06-19 13:52

SOLD TO

Name: **SUREKA ANURAG** Phone 1: **(617) 548-1074**

Address: 25 BROOK DR Phone 2: (845) 616-2943

City: FAIRHAVEN Company Name: PIONEER INVESTMENTS LLC

State: MA Zip: 02719 County: KENT Job Description: 9 Anthony st

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-765-511	1.00	EA	Home Solutions 1 qt. All-Purpose Putty /		Y	\$23.36	\$23.36*
R02	0000-928-046	2.00	GA	1 gal. Ultra Pure White Semi-Gloss Enamel Low Odor Interior Paint & Primer /		Y	\$30.38	\$60.76*
R06	0000-773-619	1.00	EA	1.75 pt. All Purpose Ready-Mixed Joint Compound /		Y	\$5.58	\$5.58*
R07	0000-590-603	1.00	EA	1 in. x 5 in. x 8 ft. Primed Pine Finger-Joint Board /		Y	\$15.09	\$15.09*
R08	0000-984-590	5.00	EA	Alex Plus 10.1 oz. White Acrylic Latex Caulk Plus Silicone /		Y	\$3.58	\$17.90
R09	1000-541-759	1.00	EA	Pro Grade Precision 2-1/2 in. x 4-1/2 in. x 1 in. 80-Grit Medium Block Sanding Sponge (2-Pack) /		Y	\$8.08	\$8.08*
R10	1004-681-045	1.00	EA	1.5 in. 4 Edge Scraper /		Y	\$7.97	\$7.97*
R12	0000-371-181	1.00	EA	4 in. x 1/4 in. Polyester Roller Cover with Frame /		Y	\$5.21	\$5.21*
R13	0000-373-856	1.00	EA	4 in. x 1/4 in. Dralon Roller Covers (2-Pack) /		Y	\$5.22	\$5.22*
R14	0000-670-030	1.00	EA	2 in. Polyester Angle Sash Brush /		Y	\$6.47	\$6.47
R15	0000-108-693	2.00	EA	Plastic Mini Roller Tray /		Y	\$1.86	\$3.72*
R17	0000-153-397	1.00	EA	1 gal. Ultra Pure White Semi-Gloss Enamel Exterior Paint & Primer /		Y	\$38.39	\$38.39*
R18	1007-112-519	1.00	EA	GL RECYC\$ /		Y	\$0.75	\$0.75
MERCHANDISE TOTAL:								\$198.50
END OF CARRY OUT MERCHANDISE - REF #W02								

STOCK MERCHANDISE CARRIED OUT:

Check your current order status online at
www.homedepot.com/orderstatus

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

: ;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$198.50
SALES TAX	\$13.89
TOTAL	\$212.39
BALANCE DUE	\$0.00

END OF ORDER No. H4279-118365

EXHIBIT O

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 4280 WARWICK
80 UNIVERSAL BLVD
WARWICK, RI 02886
Phone: (401) 826-0600
Salesperson: CJS6Z9C
Reviewer:

Customer information form including Name (SUREKA ANURAG), Address (25 BROOK DR), City (FAIRHAVEN), State (MA), Zip (02719), County (KENT), Company Name (PIONEER INVESTMENTS LLC), and Job Description (highland st).

REPRINT

2023-06-19 09:42

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

REF # W01 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

Table with columns: REF #, SKU, QTY, UM, DESCRIPTION, PI, TAX, PRICE EACH, EXTENSION. Includes rows for various paint and brush items and a total row.

Check your current order status online at www.homedepot.com/orderstatus

* Indicates item markdown Customer Copy

ATTORNEY GENERAL PRODUCTION PIONEER INVESTMENT RECORDS 10.25.2023 004230

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

: ;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$143.66
SALES TAX	\$10.05
TOTAL	\$153.71
BALANCE DUE	\$0.00

END OF ORDER No. H4280-185385

EXHIBIT P

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

1 STATE OF RHODE ISLAND
2 PROVIDENCE, SC. SUPERIOR COURT

3
4

5 *****
6 STATE OR RHODE ISLAND, *
et al. *
7 VS. * C.A. NO: PC-2023-02652
*
8 PIONEER INVESTMENTS, *
9 LLC, et al. *

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14 DEPOSITION OF AKIN KUMMI AKANJI

15 October 3, 2023

16 9:00 A.M.

17
18
19
20

21 Providence, Rhode Island

22
23
24

25 Sally Brassard, CSR/RPR

1 APPEARANCES OF COUNSEL:

2

3 FOR THE PLAINTIFF:
4 BOYLE SHAUGHNESSY LAW PC
5 BY: JOHN A. CALETRI, ESQUIRE
6 RILEY M . O'BRIEN, ESQUIRE
7 One Turks Head Place
8 Suite 1330
9 Providence, RI 02903
10 (401) 400-7970
11 jcaletri@boyleshaughnessy.com

8

9 FOR THE DEFENDANT:
10 STATE OF RHODE ISLAND - OFFICE OF ATTORNEY GENERAL
11 BY: KEITH HOFFMANN, ESQUIRE
12 150 South Main Street
13 Providence, RI 02903
14 (401) 274-4400
15 robrien@riag.ri.gov

13

14

15 ALSO PRESENT: QUYNH MAI, LEGAL INTERN
16 ELANEY ELLIOTT, PARALEGAL

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I-N-D-E-X

DEPOSITION OF AKIN KUMMI AKANJI

PAGE

Examination by Mr. Hoffman.....	4
Examination by Mr. Calettri.....	61

E-X-H-I-B-I-T-S

(None)

1 (DEPOSITION COMMENCED AT 10:38 A.M.)

2 AKIN KUMMI AKANJI,

3 having first been duly sworn by the Notary Public,

4 testified as follows:

5 THE COURT REPORTER: Please state your

6 full name, and spell your last name for the

7 record.

8 THE WITNESS: Akin Kummi Akanji

9 (A-k-a-n-j-i).

10 EXAMINATION BY MR. HOFFMANN:

11 Q. Okay. So, should I refer to you as Mr. Akanji or

12 Mr. Akin?

13 A. Akin is fine.

14 Q. Mr. Akin, okay. Thank you very much. Thank you

15 for coming in this morning. Have you ever used

16 any other names other than the one that you've

17 just provided?

18 A. No.

19 Q. And can you please provide your current personal

20 address?

21 A. 19 Jason Drive, Lincoln, Rhode Island 02865.

22 Q. And what is your current business address?

23 A. I use my own, same address.

24 Q. Okay. I introduced myself before, but my name is

25 Keith Hoffmann, I represent the State of Rhode

1 Island, including the Attorney General's Office
2 and the Department of Health in a legal matter
3 against Pioneer Investments, LLC, and Anurag
4 Sureka, and I'm here to ask you some questions
5 today in front of the stenographer. Have you ever
6 given a deposition before?

7 A. Yes.

8 Q. You have, okay. So, you've been in front of
9 stenographers?

10 A. Yes.

11 Q. Okay. So, you know the ground rules, but I'll
12 just remind you. Because the stenographer is
13 writing down what you're saying -- what we're
14 saying, you're going to need to give all of your
15 answers verbally. So, please wait for me to
16 finish a question before answering it; okay?

17 A. Very good.

18 Q. And we can't do head nods or head shakes.
19 Everything has to be verbal; okay?

20 A. Okay.

21 Q. And I'm going to do my best to wait for you to
22 finish answering a question, but if I do cut you
23 off, I apologize, and, hopefully, the stenographer
24 will just remind me to not do that; okay?

25 A. Okay.

1 Q. If I'm not being clear and if you don't understand
2 a question, please just ask me, and I will
3 rephrase it; okay?

4 A. Okay.

5 Q. If you do answer a question, I'm going to assume
6 that you understand it; okay?

7 A. Okay.

8 Q. If you don't hear a question just say so, we'll go
9 over it again; okay?

10 A. Okay.

11 Q. Are you taking any medication, or do you have any
12 condition that would interfere with your ability
13 to testify here today?

14 A. No.

15 Q. Okay. You indicated that you'd been deposed
16 before in a litigation. How many times?

17 A. Once.

18 Q. Okay. And was that in the last five years?

19 A. No.

20 Q. Was it in a matter related to a lead inspection?

21 A. No.

22 Q. Okay. And have you ever testified at a trial?

23 A. Yes.

24 Q. Was that in the same matter that you were deposed?

25 A. Yes.

1 Q. Okay. So, the trial was also unrelated to

2 anything related to your professional obligations?

3 A. Yes. It was as a real estate broker.

4 Q. Okay, as a real estate broker. And was this in

5 the State of Rhode Island?

6 A. Yes.

7 Q. Do you remember the name of that case?

8 A. No.

9 Q. Do you remember approximately what year it was?

10 A. No.

11 Q. Was it in the last ten years?

12 A. No.

13 Q. Okay. All right. So, you are a lead inspector in

14 the State of Rhode Island; correct?

15 A. Yes.

16 Q. And when did you become a lead inspector?

17 A. A lead inspector about two years ago, two or three

18 years ago.

19 Q. Okay. And is that your full-time job now?

20 A. No.

21 Q. What other jobs do you do?

22 A. I manage an office, a medical office.

23 Q. Okay. So, is managing the medical office your

24 full-time job?

25 A. Yes.

1 Q. And lead inspection is something that you do on

2 the side?

3 A. Yes.

4 Q. So, have you ever been a full-time lead inspector,
5 or have you always done it kind of on the side?

6 A. I've always done it on the side.

7 Q. Okay. So, you became a lead inspector about two
8 years ago, and you never did any lead inspection
9 prior to that; correct?

10 A. I did.

11 Q. In what capacity did you do lead inspection?

12 A. As a lead technician.

13 Q. Can you explain what a lead technician is?

14 A. A lead technician is a person that conducts
15 inspections, but have limited responsibility as
16 connotes the title. A few years ago the State of
17 Rhode Island decided to scrap the title of lead
18 technicians, and it compelled every technician to
19 become an inspector.

20 Q. I see. So, you were previously a lead technician
21 before obtaining your lead inspection license
22 about two years ago; right?

23 A. Yes.

24 Q. How long were you a lead technician for?

25 A. Over ten years.

1 Q. Do you do lead inspections only in Rhode Island or
2 in any other states?

3 A. Only Rhode Island.

4 Q. Did you do any lead technician work in any other
5 states?

6 A. No.

7 Q. Okay. When you were a lead technician, was it
8 ever your full-time job?

9 A. No, it was always a part-time job. Always a second
10 job.

11 Q. Okay. And are you self-employed now, or do you
12 work for a company doing lead inspection?

13 A. Self-employed.

14 Q. Have you always been self-employed in your lead
15 technician and lead inspection work?

16 A. Yes.

17 Q. Okay. How many properties would you say
18 approximately you've inspected over the course of
19 your career?

20 A. That's a lot.

21 Q. So, it's more than 1,000 properties?

22 A. Oh, definitely more than 1,000.

23 Q. How did you get into this work?

24 A. I went for training.

25 Q. Why?

10

1 A. I saw the opportunity and the importance of it. I
2 was a real estate agent then, and that was when

3 the program started. I believe it was 2004 or
4 thereabouts, and the opportunity was there. I was
5 a really estate agent and I added that to it. I
6 got my license as a tech, and I've been doing it
7 on the side since then.

8 Q. Okay. And do you -- how much do you usually
9 charge for a lead inspection?

10 A. Over the years the price changed. It normally
11 varies between 125 to 150 to 200. When we were
12 doing it -- when we started it, the state was not
13 mandating us to test common areas and now the
14 state has changed. We have to test all common
15 areas and do visuals on the exteriors, including
16 materials, and so the price changed. So, it could
17 go between 150 to \$200 by unit.

18 Q. By unit?

19 A. Yes.

20 Q. So, you said it's 150 to 200. Why would it be
21 200, as opposed to 150 for a particular unit?

22 A. If the unit is -- if it's a single-family then it
23 could be 150 as it is, but if you want me to come
24 to a multi-family but you want to inspect just a
25 single unit there, I will still inspect the common

11

1 areas, and I would charge 50 bucks for the common
2 areas.

3 Q. I see. Who usually reaches out to you in order to

4 arrange an inspection, the owner of the property
5 or the Department of Health?

6 A. I don't typically get -- I don't work for the
7 Department of Health. So, the owners or the
8 agents or sometimes tenants may call and say they
9 want to get it inspected.

10 Q. Okay. And when you're asked to do an inspection,
11 is it generally or always in order to obtain a
12 certificate of lead conformance, or is it for any
13 other reason?

14 A. Say the question, please. Put it in a different
15 way.

16 Q. Sure. Do you ever do lead inspections for any
17 other purpose besides obtaining a certificate of
18 lead conformance?

19 A. Do I? No, I do not.

20 Q. So, you are always called in -- your business is
21 to be called in order to do an inspection so that
22 the owner can obtain a certificate of lead
23 conformance for the property ultimately?

24 A. Yes, but not so much as a "yes" like that. The
25 owner calls -- you call me as the owner and say

12

1 you want to have your property inspected. That
2 doesn't necessarily mean you're going to get a
3 lead conformance certificate. It may fail.

4 Q. Of course.

5 A. It may pass.

6 Q. Of course. And I wasn't implying that it's -- you

7 know, you pay the money and you automatically get

8 the certificate. What I mean to say is, is there

9 any other reason that a property owner or tenant

10 would call you for an inspection besides -- with

11 the ultimate goal of obtaining a certificate of

12 lead conformance?

13 A. Absolutely.

14 Q. Okay. For example?

15 A. They may say they want the test to make sure the

16 apartment is not -- there's no incidence of lead

17 in the apartment. Oftentimes, I educate them. I

18 let them know I cannot possibly test every single

19 part of the apartment. I have to do spot areas.

20 Most significantly, I check areas where children

21 could be -- it has that for children under six

22 years old.

23 Q. Okay. So, when you're doing this inspection, do

24 you use an XRF gun or some other method?

25 A. Lead conformance does not necessarily require an

13

1 XRF gun. Lead conformance basically requires

2 collection of samples, dust wipes. XRF guns is

3 important -- are a necessity when you're doing

4 comprehensive inspections, and I don't do the

5 comprehensive inspections.

6 Q. So, you do not do comprehensive inspections, so
7 you don't own an XRF?

8 A. No, I don't own one.

9 Q. Do you ever -- I understand you do dust wipe
10 tests, you do visual inspections; correct?

11 A. Yes.

12 Q. Do you also do the At Home Lead Test made by 3M
13 ever?

14 A. I don't.

15 Q. How far out in advance do folks -- are you booking
16 for lead inspections right now?

17 A. If somebody calls me today and tells me that they
18 want to have a lead inspection, I'll ask them why.

19 If they say they have a tenant coming in next week
20 or two weeks time I'll tell them, "Well, it's

21 going to be a rush because I know the calendar of
22 the lab." The lab I use, it takes about three

23 days to ship to them. It takes about seven to ten
24 working days to get a result back. So, I tell

25 them -- I let the person know the schedule. If

14

1 they want to go by it, fine. If it doesn't go
2 with their own schedule then they have to do a
3 rush. A rush, obviously, is extra charge to the
4 lab, extra charge for shipping and extra charge

5 for me as well.

6 Q. Okay. But you would be able to get there within
7 one to two weeks?

8 A. Oh, definitely. Most of the times I do.

9 Q. Okay. So, I have a few questions just about your
10 general process, how you go about doing your job,
11 and then I want to get into the specific
12 properties, you know, at issue here that you
13 inspected for Mr. Sureka and Pioneer; okay?

14 A. Okay.

15 Q. All right. So, I want you to help walk me through
16 it. So, you just indicated -- for example, I'm a
17 landlord, I call you up. I say, "Hey, look, can
18 you please come on in to do a lead inspection? I
19 want to obtain a certificate of lead conformance
20 for my property." You would then say, "Okay, I
21 can come in and do the inspection"; correct?

22 A. Yes. I will say that, but I'll ask you -- there's
23 questions: Is the property occupied or vacant?
24 If they tell me it's occupied, I will let them
25 know that you need to notify your tenants that

15

1 we're coming. So, we will access it. If they
2 have dogs, get the dogs out of there. I'm not
3 going to go in there with animals and stuff.
4 Then, they oftentimes ask me what they need to do.
5 "Just give me access," and oftentimes they ask me

6 what am I going to be doing in there, and I will
7 tell them I'm collecting samples. I'll make sure
8 all the dogs are not biting. I'll make sure the
9 windows are not grinding, you know, as much access
10 that I can get to the windows and doors, and
11 that's it.

12 Q. And then do a visual inspection of the painting?

13 A. Exterior. I'll do a visual inspection of the
14 interior of the property itself. I come in,
15 identify areas that -- by the way, once I come,
16 I'm going to get paid, but it's -- now, "I will
17 let you know that I collect samples, but it does
18 not mean your property" -- "if the samples come
19 back negative, which means it's okay, it doesn't
20 mean you're going to get a certificate of
21 conformance." For instance, if an eave is damaged
22 on the property I'll tell you, "I've collected my
23 samples." I'm going to get paid. This has to be
24 fixed within a week or two. If it's not fixed,
25 I'll issue a certificate that it's failed because

16

1 of this.

2 Q. Okay. And, similarly, if the interior of the
3 property needs to be repainted, as chipping and
4 peeling paint, then, you would not issue a
5 certificate; correct?

6 A. Correct.

7 Q. So, you answer some basic questions for the
8 landlord, and you give them some basic information
9 over the phone before you ever do an inspection;
10 correct?

11 A. Correct.

12 Q. And then you show up at the unit at the appointed
13 time; correct?

14 A. Yes.

15 Q. And do you require that the owner be there to let
16 you in?

17 A. Landlord and all its agents.

18 Q. And do you require that the tenant not be there?

19 A. I don't care about the tenant being there or not.

20 Q. And what do you bring with you to that first
21 inspection?

22 A. There's only one inspection.

23 Q. Okay. That first day that you go to check on the
24 unit, what do you bring with you?

25 A. When I go to check on the unit is when I go for the

17

1 inspection of the unit.

2 Q. Okay.

3 A. So, I go with my kit; my gloves, my dust wipes, my
4 socks, bags that I put samples in, and pens, my
5 transfer documents. The transfer document is what
6 I identify that I put the spot areas in before I

7 ship them to the lab. So, I take all these things
8 to the place, collect my samples, look at the
9 areas that we have the samples, and I ship them to
10 the lab.

11 Q. Okay. If we could just pause for a moment. A few
12 folks are coming in from the Attorney General's
13 Office, and also Mr. Kando has another court
14 appearance.

15 MR. HOFFMANN: Can we go off the record
16 for a moment.

17 (AT THIS TIME QUYNH MAI, LEGAL INTERN AND
18 RILEY O'BRIEN, ESQUIRE, AND ELANEY ELLIOTT,
19 PARALEGAL ENTERED THE ROOM)

20 MR. KANDO: Could you just note for the
21 record that I, Kenneth Kando, am leaving because I
22 have a court appearance. I understand this
23 deposition will be continued, and I would just
24 like to get notice of any continuation date.

25 (ATTORNEY KANDO HAS EXITED THE ROOM)

18

1 MR. HOFFMANN: Back on the record.

2 Q. So, do you use a personal checklist for the things
3 that you need to do when you do an inspection, or
4 do you have it memorized?

5 A. It's a standard checklist. So, in other words,
6 areas to collect samples from are standard. I

7 will not be looking to collect samples from the
8 ceiling. I will not -- like I said earlier, the
9 areas of concentration are where children can be
10 found. So, areas where children can touch, like
11 the floors, like the window ledge, like the unit
12 -- baseboard units, bathrooms, cabinet tops, those
13 are places that I really, as an inspector, pay
14 attention to.

15 Q. So, by "attention," do you mean that you are most
16 likely to take your dust wipe samples from those
17 areas?

18 A. Correct.

19 Q. And how many dust wipe samples do you take when
20 you do a unit certificate of lead conformance
21 inspection?

22 A. Minimum three, but when there are children in the
23 property I go to six.

24 Q. Okay. Is that just your personal preference or is
25 that a requirement?

19

1 A. That's a requirement.

2 Q. Oh, and when you are doing this inspection when
3 you arrive, you're taking dust wipe samples, but
4 you're also doing a visual inspection of the
5 interior and exterior; correct?

6 A. Yes.

7 Q. And you're noting any chipping or peeling pain,

8 for example; correct?

9 A. Yes.

10 Q. And are you noting any damages to the walls or

11 ceilings or eaves, or anything like that; correct?

12 A. Yes.

13 Q. And then are you -- when you note lead hazards

14 such as chipping and peeling paint, damage to the

15 wall or ceiling, would you agree that those would

16 be considered lead hazards?

17 A. Yes.

18 Q. When you note a lead hazard, do you make a note of

19 it on a piece of paper, or do you have some other

20 method for keeping track of those things?

21 A. I do every -- every nonintact surface is a hazard

22 and as such it could be small, it could be big.

23 It could be a scratch on the wall when tenants are

24 moving out. So, I will call the attention of the

25 agent, "Are you going to" -- I say, "Listen, I

20

1 noticed this, go out and fix it." Like I said

2 earlier, I will still collect my samples, but I'll

3 make sure that is done before I release the

4 certificate.

5 Q. So, I think we're going to get into this a little

6 bit when we go over the specific properties, but

7 do you ordinarily bring the landlord's attention

8 to these nonintact surfaces, these lead hazards at
9 the time to their agent, or do you do it by text
10 message, or do you do it by providing them a piece
11 of paper?

12 A. Sometimes by phone, sometimes to the agent,
13 sometimes by pictures. One way or the other I get
14 the message across to them.

15 Q. Okay. All right. So, in a general case, you go
16 to a place, you take your dust wipe samples, you
17 note a few nonintact surfaces that are lead
18 hazards, you notify the landlord. Do you then --
19 when the landlord tells you that these issues are
20 resolved, a cleaning has been done and, therefore,
21 the dust wipe samples should be negative now, the
22 surfaces are now painted over or repaired, do you
23 come back and do a reinspection?

24 A. Sometimes I do. Sometimes I make sure they send
25 pictures of the areas that they have done.

21

1 Q. I see. Okay. Do you -- so, sometimes you return
2 and sometimes you just rely on photographs, or,
3 you know, the landlords -- even the landlord
4 stating that they've repaired something?

5 A. No. The landlord stating will not cut it. If I
6 go, I go. If I don't go, then they send me the
7 pictures.

8 Q. I see. Do you provide any advice to landlords

9 regarding how to repair and who can do a repair;
10 sort of license a person needs to do repairs, for
11 example?

12 A. No, I don't tell them how to do their repairs. I
13 just tell them what needs to be done, and by
14 state, they're required to have gone through the
15 three-hour lead class for landlords, and they
16 ought to know how to do that lead repair job.

17 Q. Okay. So, in a general case you've completed an
18 inspection, you've gotten the dust wipe samples
19 and they're negative, and the landlord says that
20 they've repaired any issues, do you then prepare a
21 report that will go to the Department of Health?

22 A. Yes.

23 Q. And then what happens?

24 A. Then once I get the result, a certificate is
25 issued. I print it, and I send a copy to the

22

1 landlord.

2 Q. Okay. And you upload your report to the
3 Department of Health?

4 A. Yes, I do.

5 Q. If an owner fails that first inspection, do you
6 follow-up with the owner about scheduling a
7 reinspection, or do they generally reach out to
8 you again?

9 A. If it fails for whatever reason, they ask me, and
10 oftentimes, maybe, once or twice, I have to tell
11 them -- show them the reasons why it failed and
12 where it failed. And, oftentimes, they'll ask, do
13 they just have to address that particular area? I
14 tell them, no. If I come back for the inspection,
15 I'm doing the entire inspection again. But, this
16 particular place failed. This other place did not
17 fail, but I'm still going to have to do everything
18 all over again.

19 Q. Explain that. Why would you have to do everything
20 all over again if it doesn't --

21 A. Because it's a different time.

22 Q. I see.

23 A. And they could have introduced lead paint through
24 their shoes, maybe they have change of tenancy. A
25 lot of things could have gone wrong.

23

1 Q. If dust wipe samples fail, must you go back at a
2 later time and take --

3 A. Most times I don't have to. It's left to them.
4 They're paying for it.

5 Q. Understood. In order to issue the certificate,
6 must you go back to take dust wipe samples again?

7 A. Yes.

8 Q. And just in terms of your fee, how it works to pay
9 you, do they owe you \$150 or \$200 each time you

10 show up?

11 A. Yes.

12 Q. Okay. So, if you have to go back two or three

13 times it could end up being 4 to \$600, for

14 example, in order to get the certificate issued?

15 A. Correct.

16 MR. HOFFMANN: Okay. I want to get into

17 the actual properties at issue here, and this is a

18 whole lot of documents in front of me. I'm

19 looking at probably around 100 pages of text

20 messages, including WhatsApp messages, and

21 photographs between Mr. Akin and a group of folks

22 that include Mr. Sureka and his employees.

23 Because of the kind of amount of documents, what

24 we've decided today is that Mr. Akin is going to

25 be looking through his cellphone while I ask these

24

1 questions, rather than looking through this big

2 pile of documents, because it's more easily

3 searchable to look through the cellphone. I just

4 wanted to make a note of that on the record. With

5 that, let's get started.

6 Q. So, you have inspected some units owned by Pioneer

7 Investments and/or Anurag Sureka; correct?

8 A. Yes.

9 Q. Do you know, sitting here today, how many units

10 you've inspected for Pioneer Investments or Anurag
11 Sureka?
12 A. It's a lot.
13 Q. Do you know approximately how many?
14 A. No.
15 Q. Okay. Is it okay with you, I'm just going to call
16 Pioneer Investments, LLC, and Anurag Sureka,
17 collectively, Pioneer; okay?
18 A. That's fine.
19 Q. All right. And did you charge Pioneer the same
20 amount that you would charge any other customer
21 about \$150 to \$200 per inspection of the unit?
22 A. Yes, except if it's a rush.
23 Q. If it's a rush, how much did you charge?
24 A. 300 or 350.
25 Q. And have you occasionally done rush jobs for

25

1 Pioneer?
2 A. Yes.
3 Q. Okay. And, generally, who reached out to you to
4 schedule inspections through Pioneer?
5 A. It could be Anurag or any of his staff.
6 Q. Who are his staff?
7 A. Sharon, and lately John, but, mostly, Sharon.
8 Q. Do you know their last names?
9 A. No.
10 Q. Is Sharon's last name Crowther, do you know?

11 (C-r-o-w-t-h-e-r).

12 A. I think so.

13 Q. Okay. And do they generally reach out to you by

14 phone, or e-mail, or text message or WhatsApp

15 message?

16 A. By all of the above; phone, text, WhatsApp.

17 Q. Okay. So, you said that you had a number of

18 messages, including e-mail -- including text

19 messages and WhatsApp messages with --

20 A. Anurag or Sharon.

21 Q. Anurag, Sharon, John and others from Pioneer;

22 correct?

23 A. Yes.

24 Q. And are all of those messages provided to my

25 office today?

26

1 A. Yes.

2 Q. Including, e-mail messages?

3 A. The e-mail messages that I have, I just -- most of

4 the results I send to him. So, no.

5 Q. Okay.

6 A. What you have there is the text messages --

7 THE WITNESS: Excuse me, please, I think

8 this is my wife.

9 (TELEPHONE INTERRUPTION)

10 MR. HOFFMANN: Off the record.

11 (BRIEF RECESS TAKEN)

12 MR. HOFFMANN: We can go back on the
13 record.

14 Q. All right. So, you provided us here today all of
15 the WhatsApp messages between you and Pioneer
16 agents; is that correct?

17 A. Correct.

18 Q. Okay.

19 A. And the text messages, too.

20 Q. And you provided us the text messages, too?

21 A. Yeah.

22 Q. Okay. So, I want to go first to 134 First Avenue
23 in Woonsocket.

24 A. Okay. Hold on one second.

25 Q. Do you, sitting here today, have any memory of

27

1 this unit independent of your messages?

2 A. No. What I know is from my -- which unit?

3 Q. How many units does 134 First Avenue have?

4 A. I don't know. I inspected 144 First Avenue,
5 Apartment 3.

6 Q. Okay. And you have not inspected any other units
7 in 134 First Avenue?

8 A. I don't think I did.

9 Q. That's consistent with our records. Do you
10 remember what -- or do you have the information
11 available before you to state on what date you

12 inspected 134 First Avenue?

13 A. Yeah.

14 Q. What date was that?

15 A. February 28th, 2023.

16 Q. Okay. And do you know -- or do you have the

17 information in front of you to state when the

18 certificate of lead conformance for that property

19 was issued?

20 A. Yeah. It was issued -- hold on one second. I got

21 it back on the 8th of March from the lab.

22 Q. You got the dust wipe samples back on the 8th of

23 March?

24 A. I got the results back from the lab on the 8th of

25 March.

28

1 Q. Okay. And you're searching right now for when the

2 certificate was issued; is that correct?

3 A. Yeah. One second.

4 Q. Sure. Would it -- according to our records there

5 were two certificates issued for this property.

6 We believe that the one that you issued was issued

7 on March 8th. Does that sound right?

8 A. It sounds like more than likely, yes.

9 Q. We'll make this as easy as we can. So, had you

10 been back to that unit since March 8th, 2023?

11 A. I don't think so.

12 Q. Okay. And do you remember, or based on the text
13 messages in front of you or other information on
14 your phone, do you remember the condition of the
15 property when you arrived at it on February 28th,
16 2023?

17 MR. CALETRI: Objection. You can answer.
18 I'm just objecting for the record. I'm not your
19 lawyer, you can answer the questions.

20 A. I don't recollect. It's been so far back, I can't.

21 Q. Was there -- was there any work that needed to be
22 done -- were there any -- in order for the
23 apartment to -- the unit to pass inspection?

24 A. Okay. Let me check something. Yes, 134 First
25 Avenue needs some spots of joint compound repairs

29

1 in hallway.

2 Q. Okay. Was there any other work that needed to be
3 done?

4 A. No, that's the only thing I sent in.

5 Q. Okay. Did you send a picture, or was it just a
6 description of the work that needed to be done?

7 A. Description of work that needed to be done. And,
8 by the way, sometimes when I send these to them is
9 to keep myself -- to keep the memory on so I know
10 I've pointed out some areas that needed to be
11 repaired, or issues on the correction to the agent
12 that was there with me. So, for instance, if I

13 say there's spots in the hallway, it could be
14 first floor spots. It could be second floor
15 spots.

16 Q. But it's a note to yourself essentially to
17 remember to follow-up?

18 A. Yes.

19 Q. And do you know if Pioneer sent a photograph to
20 you later on that showed that these spots had been
21 repaired?

22 A. Yes. For me to have issued a certificate, it would
23 have, or I would have gone back in there to look
24 at it.

25 Q. And could you -- do you have any recollection of

30

1 the sort of work that was required to be done in
2 order to repair these spots?

3 A. If there are spots, like I said, probably to put
4 the compound on everything, and that's it. Make
5 it intact.

6 Q. So, basically, this is going -- these are holes in
7 the wall that need to be compounded over; is that
8 correct?

9 MR. CALETRI: Objection.

10 A. Yes.

11 Q. Okay. Could you describe what you meant by, you
12 know, that there was spots that needed joint

13 compound?

14 A. Okay. Look at this place. Look at those walls,

15 there's nails in the walls. If you remove the

16 nails in the wall they're going to leave holes.

17 It could be small, it could be big. I will tell

18 them, "I want those holes plugged and covered." I

19 don't care about them being painted or not, but

20 they have to be intact before I can issue a

21 certificate.

22 Q. I see. But do you have any recollection of how

23 big those holes were today?

24 A. No, I don't.

25 Q. Okay. All right. So, the 134 First Avenue you

31

1 visited on February 28th, you took dust wipe

2 samples; correct?

3 A. Yes.

4 Q. Do you know how many dust wipe samples you took?

5 A. Three of the blank (phonetic) sample.

6 Q. So, there were no children living there; correct?

7 A. No.

8 Q. Okay. So, there were no children living there?

9 A. No children living there.

10 Q. And there was this issue of holes that you know of

11 that you -- that needed to be repaired with joint

12 compound, and no other issues that you recall;

13 correct?

14 A. Correct.

15 Q. And those issues, you believe, were resolved, and
16 you issued a certificate on March 8th; correct?

17 A. Yes, correct.

18 Q. Okay. And you do not recall ever visiting the
19 other units at 134 First Avenue; correct?

20 A. No, I do not.

21 Q. Okay. I want to bring your attention to another
22 unit. It is 312 Walcott Street (W-a-l-c-o-t-t).

23 A. 312 Walcott or 310 or 312?

24 Q. I have 312, but did you do an inspection of 310
25 Walcott in addition to 312 Walcott? It could be

32

1 that it's listed as 310-312 Walcott Street.

2 A. Yes, I did an inspection on 310 Walcott Street.

3 Q. Okay. You do not have any record of doing an
4 inspection of 312 Walcott Street?

5 A. In Pawtucket?

6 Q. Yes.

7 A. I did it on 8/2/2023.

8 Q. 8/2/2023, correct. So, just to clarify, you've
9 not inspected any other units besides what you're
10 saying is 310 Walcott Street in Pawtucket. You've
11 inspected no other units on Walcott Street in
12 Pawtucket for Pioneer?

13 A. Hold on one second, okay. No, I have not.

14 Q. Okay. All right. So, we're talking about the
15 same unit, I believe, which you're saying is 310
16 Walcott Street. Our records is 312 Walcott Street
17 in Pawtucket. That is a three-unit building;
18 correct?

19 A. Yes, I did not put an apartment number on it. So,
20 more than likely 310 is the first one and 312 is
21 the second --

22 Q. Okay. I see. So, our records indicate that you
23 issued a certificate for only Unit Number 1, which
24 would be the ground story unit in 312 Walcott --
25 what you're saying is 310 Walcott Street; correct?

33

1 A. Yes, correct.

2 Q. Okay. Very good. Do you remember visiting at any
3 point, or being asked to inspect any of the other
4 units at Walcott Street?

5 A. No.

6 Q. Can you definitely say that you were never asked
7 to inspect those units, or you just don't
8 remember?

9 A. I was not asked. If I were, I would have gone.

10 Q. Okay. So, the only unit that you've inspected at
11 Walcott Street for Pioneer is 310 Walcott Street.
12 That's the number one unit and 312 Walcott Street;
13 correct?

14 A. Yes.

15 Q. And do you remember, or can you find information
16 on your phone, the date that you went to do the
17 inspection at that address?

18 A. Yes. I went there on August 2nd, 2023.

19 Q. Okay. And do you have the date that the
20 certificate was issued for that unit?

21 A. I believe it was issued on August 9th or August
22 10th. I think it was August 10th.

23 Q. Okay. And do you have -- can you provide any
24 information about what the condition of the unit
25 was when you inspected it on August 2nd?

34

1 MR. CALETRI: Objection.

2 A. It was filthy.

3 Q. Excuse me?

4 MR. CALETRI: I said "objection," but you
5 can answer.

6 MR. HOFFMANN: You can answer.

7 A. It was filthy.

8 Q. Can you explain?

9 A. Dirty, dirty, but I'm not there to inspect whether
10 it's clean or dirty. There's tenants living in
11 there. I still collected my samples, so.

12 Q. So, you were still able to collect samples even
13 though it was quite dirty?

14 A. Yeah, I was able to get samples from available

15 areas, but it was very dirty.

16 Q. Okay. Do you have any information about the

17 condition of the unit besides its cleanliness on

18 August 22nd of 2023.

19 A. I don't know how to answer that question.

20 Q. Sure. Were there any repairs that needed to be

21 done in order for you to issue a certificate?

22 A. No, there was none.

23 Q. Okay. Do you know, had it recently been painted?

24 A. The place was dark. I remember this because it was

25 uniquely dirty, very dirty. It's probably one of

35

1 the dirtiest I've been ever. It was -- the lights

2 was not great. It's just -- I remember because of

3 just those things.

4 Q. So, like, the lights weren't working?

5 A. It was working.

6 MR. CALETRI: Objection. You can answer.

7 A. It was working, but it was not the brightest of

8 lights. So, they had low bulbs or something, or

9 colored bulbs.

10 Q. Okay. So, the light was working, but when you

11 turned the light on, it didn't provide very much

12 light in the unit so you weren't able to see very

13 well?

14 A. I was able to see. I knew where I was going to

15 collect from the floors from where I was going to

16 collect my samples. I didn't need to -- so much
17 light to do it. So, I was able to get my samples.
18 Q. Understood. Understood. I'm just trying to
19 understand the lighting situation. Okay. So, you
20 were able to see well enough to collect your
21 samples?

22 A. Yeah.

23 Q. And you were able to see well enough in order to
24 determine that there were no repairs that needed
25 to be done with the unit; is that correct?

36

1 A. Yes, but not to see if it was freshly painted.

2 Q. Ah, okay. And I just want to make sure here. So,
3 did you -- was that a rush job?

4 A. Yes, it was.

5 Q. Okay. So, you only visited that unit one time?

6 A. Yes, I did.

7 Q. Okay. All right. I want to go to the next one,
8 98 Railroad Street.

9 A. That's in Woonsocket; right?

10 Q. Yes. No, Central Falls.

11 A. Central Falls, my bad.

12 Q. Okay. Do you remember the condition of the
13 property when you visited it?

14 MR. CALETRI: Objection.

15 A. No, I don't.

16 Q. Do you have any information from your phone that
17 you're able to obtain that showed the condition of
18 the property when you first inspected it?

19 A. I'll check. It was inspected on 3/28?

20 Q. So, it was inspected on 3/28; correct?

21 A. Correct.

22 Q. 2023?

23 A. Yeah.

24 Q. And now you're looking for just messages that
25 might show whether you thought that there were any

37

1 repairs that needed to be done in order to issue a
2 certificate?

3 A. Correct.

4 Q. Okay.

5 A. No, I don't see any issues when I went there to do
6 the inspection.

7 Q. Okay. So, what I'm going to do -- well, one more
8 question: Did the dust wipes pass?

9 A. Yes.

10 Q. Okay. So, what I'm trying to get at, just to make
11 it real easy, I'm going to go through the list
12 here. What I'm going to be asking you is
13 basically, were there any issues that you noted in
14 your initial inspection that needed to be repaired
15 for you to issue a certificate? Did the dust
16 wipes pass, and then if there were issues or the

17 dust wipes didn't pass, then we just want to
18 understand what those issues were; okay?
19 A. Okay.
20 Q. All right. So, the next address is 306 Washington
21 Street.
22 A. Inspected on 4/14/2023.
23 Q. Okay. Inspected 4/14/2023. Were there any
24 repairs for other lead hazards that needed to be
25 corrected prior to your issuing a certificate?

38

1 A. Okay. Let me go back. No, there was no problem
2 with 306 Washington Street.
3 Q. Okay. Great. Next, 60 Pleasant Street.
4 MR. CALETRI: Just for the record, could
5 you just say the town if you have it in front of
6 you?
7 MR. HOFFMANN: Sure.
8 MR. CALETRI: I'm looking through them,
9 and I --
10 A. 60 Pleasant Street was done in 2022.
11 Q. Do you have the city for that one?
12 A. Central Falls. Hold on, let me check.
13 Q. Central Falls. That was done in 2022, and when
14 you did the inspection, were there any repairs
15 that needed to be done in order for you to
16 issue --

17 A. My records doesn't go that far.

18 Q. Oh, it doesn't.

19 A. That far back, no.

20 Q. Now, we were able to download them; correct?

21 A. Actually, it's Woonsocket.

22 Q. So, we were able to download --

23 MR. HOFFMANN: Sorry, can we go off the

24 record for a moment. I think we're having a

25 technical problem.

39

1 (DISCUSSION WAS HELD OFF THE RECORD)

2 MR. HOFFMANN: Back on the record.

3 Q. Okay. So, what we're talking about here is 60

4 Pleasant Street in Woonsocket. That's a

5 three-unit building, according to our records, and

6 you issued certificates in all three in March of

7 2022, but the issue is that you -- your group chat

8 with Pioneer started after that date. So, you

9 don't have the records -- the conversations

10 available?

11 A. Correct.

12 Q. How were you communicating with Pioneer before

13 this group chat on WhatsApp was created in order

14 to learn -- in order to tell them what problems

15 needed to be corrected to issue a certificate?

16 A. Telephone.

17 Q. Okay. You were just calling?

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18 A. Yeah.

19 Q. You were never texting or anything like that?

20 A. Sometimes I do, but it's just not -- I don't have

21 that. I already searched what I have on my text

22 messages when I was upstairs with Riley, and

23 there's nothing going back that far. I just have

24 a few text messages. Mostly, they would call me,

25 and I tell them what they need to get done, and

40

1 oftentimes, I used to go back there and check it.

2 Q. Okay. So, you don't have any records right now

3 that indicate what you did at 60 Pleasant Street

4 in Woonsocket; correct?

5 A. No, I do not.

6 Q. Okay.

7 A. I do not.

8 Q. Let's go next to 97 Roberts Street in Woonsocket?

9 A. Okay.

10 Q. So, according to our records the certificates were

11 issued between August and September of 2022?

12 A. What number did you say?

13 Q. There were multiple units.

14 A. 91 or 97?

15 Q. 97.

16 A. I don't think I did anything for them in '97. Oh,

17 yeah, sorry, my bad.

18 Q. Okay. So, I have five units that you issued
19 certificates in in '97; is that correct?
20 A. That I did?
21 Q. Yes.
22 A. What year?
23 Q. Between August and September of 2022. So, you did
24 units, according to our records, 1L, 1R, 2R, 2L
25 and 3L.

41

1 A. Hold on. August, you said?
2 Q. Yeah, August and September of 2022.
3 A. I don't have the record.
4 Q. Yeah.
5 A. Okay. So, I see a message there.
6 Q. Are you searching for Roberts or 97?
7 A. I'm searching for Roberts and 97. I see one of
8 them, but I don't see the rest of them.
9 Q. All right. That's fine. Let's just go with
10 the one that you see. Which one do you see right
11 now?
12 A. 3L.
13 Q. Okay, great. Do you have any information in your
14 phone that indicates what the repairs, or other
15 work that needed to be done to 3L, in order for it
16 to pass inspection?
17 A. Yeah. Let me go back, again, please. I remember
18 he asked me for the certificates, and I responded

19 that I needed the pictures of the repairs done.
20 Q. Okay.
21 A. And he told me from the messages that they were
22 done. On "September 30th: Can you send the
23 pictures of the repairs on 97 Roberts Street at
24 Woonsocket?" I responded, "We will send pictures.
25 It was done a long time ago." And then he said to

42

1 me, "There were some lifted sidings and all the
2 sidings were repaired." He sent me the pictures.
3 As a matter of fact, there were -- if I recollect
4 from the pictures, there were the -- some of these
5 properties do not have a second exit so they make
6 this -- what do they call them? The stairs, the
7 metals.

8 Q. Like, a fire escape?

9 A. A fire escape. So, the fire escape had peelings on
10 them, and you can see there from the windows I
11 made him repaint those.

12 Q. Okay. So, it was exterior painting to the fire
13 escape; is that correct?

14 A. Yes. He did some of those and he did some vinyl
15 repairs.

16 Q. So, this is all exterior work that needed to be
17 done in order to provide certificates for 97
18 Roberts; is that correct?

19 A. Correct.

20 Q. And can you -- approximately how much area needed

21 to be painted?

22 A. No, not paint. The paint was just on the fire

23 escape.

24 Q. Okay. So, the fire escape needed to be painted?

25 A. Yes.

43

1 Q. The entire fire escape needed to be painted or

2 just part of it?

3 A. I think it was -- the entire thing looked bad then.

4 Q. So, the entire fire escape needed to be repainted?

5 A. Yes.

6 Q. And it was repainted?

7 A. Yes.

8 Q. And, therefore, you could issue a certificate for

9 97 Roberts; correct?

10 A. Yes.

11 Q. And then there was some vinyl siding that lifted?

12 A. Yes.

13 Q. Did Mr. Sureka or Pioneer provide a picture to you

14 of the vinyl siding that was repaired?

15 A. Yes.

16 Q. And you're looking at that picture now, and it's

17 been provided to us; is that correct?

18 A. Yes.

19 Q. Was the fire escape photograph provided to us as

20 well?

21 A. Yes.

22 Q. Wonderful. Okay. Any other issues that you can

23 recall at this time about any of the units in 97

24 Roberts?

25 A. No.

44

1 Q. And you're not able to locate any messages

2 relating to that at this time; correct?

3 A. No.

4 Q. Okay. All right. We're going. We're moving

5 through here. 149 Park Avenue. Those were issued

6 in 2023, those certificates, and they're in

7 Woonsocket?

8 A. 149 Park Avenue. Okay. So, I did two units there.

9 Two and three.

10 Q. Okay. And do you recall the -- or, strike that.

11 Do you have any records on your phone that you're

12 looking at that would indicate any repairs or

13 other lead hazards that needed to be fixed up

14 before you issued a certificate for those units?

15 A. Let me look at them. There were pictures that were

16 requested, but I do not recollect what that --

17 Q. Okay. So, what did you request pictures of?

18 A. That's what I said, I don't recollect.

19 Q. But you remember that you asked for pictures?

20 A. Yes, and I will tell you why.
21 Q. Okay.
22 A. Anurag requested if we have the certificates back
23 yet, and my response to him was, "I'm waiting
24 pictures of the requested pictures on both
25 properties." I tested two properties.

45

1 Q. I see. Then is there any further communication
2 between you all in that texting?
3 A. He said, "We sent it," and I asked him, "Where was
4 it sent to and when?"
5 Q. And did he say anything in response?
6 A. And he said, "I'm going to ask Sharon to send it."
7 Q. Okay. So, you don't right now have those pictures
8 in front of you? You can't find them?
9 A. I can't find them.
10 Q. Okay. If you just don't believe that you have
11 them available to you that's fine, and we can move
12 on; okay?
13 A. I don't think I can find them. I'm just looking.
14 I said, "Can you send lead samples for 9 Park
15 Ave.?" I told him, again, "I need the pictures,
16 please." I never received the pictures, and
17 eventually they sent them; window, metal rack back
18 on 149 Park Avenue left-side of the house.
19 Q. Okay. So, there needed to be wrap placed around
20 the exterior window in order to cover chipping and

21 peeling paint; is that correct?
22 A. Yes.
23 Q. Okay. And was it just one window or multiple
24 windows?
25 A. Multiple windows.

46

1 Q. Do you remember how many windows it was?
2 A. No, I don't.
3 Q. Do you know who did that repair work by any
4 chance?
5 A. No, I don't.
6 Q. Any other work that you believe needed to be done?
7 A. No, I don't.
8 Q. You don't know right now?
9 A. I don't know. I don't think so.
10 Q. Okay. All right. Moving on. 28 Weaver Street,
11 West Warwick.
12 A. Okay.
13 Q. Any repairs that needed to be done in order for
14 you to issue a certificate when you inspected?
15 A. That's Weaver. That's 30, right?
16 Q. Yeah, it's Units 1 and 2.
17 A. Actually, I did Units 2 and 3.
18 Q. Okay. Our records are different, but that's fine.
19 So, you did two units in 28 Weaver?
20 A. Yes.

21 Q. Were there any inspections or repairs that needed
22 to be done after your initial inspection?

23 A. One second, please. Yes.

24 Q. What were those repairs?

25 A. The entrance -- the instep to the entrance door had

47

1 peeling paint, and I requested that to be
2 corrected. The windows are missing aluminum
3 covers that need to be installed. Some windows
4 had peeling paint on the outside exterior. That
5 needed to be done. You have the pictures already,
6 too.

7 Q. So, you took pictures of all these things?

8 A. Yes.

9 Q. And did you -- you talked about there was an issue
10 with the door threshold; correct?

11 A. Yeah. The entrance, yeah.

12 Q. The entrance. Did you indicate how that work
13 needs to be corrected? How that issue needs to be
14 corrected, or just that it needs to be corrected?

15 A. I just indicated it needs to be corrected.

16 Q. So, like, would painting over it be sufficient, or
17 does the paint need to be mechanically removed and
18 then painted over, or does it not matter for your
19 purposes?

20 A. For my purposes I just want it to be intact.

21 However he did it, if he replaces it, that's his

22 problem.

23 Q. Okay. Moving on. 305 Prospect Street. I

24 actually don't have a date on that.

25 A. Okay, because I didn't do it.

48

1 Q. Well, it could have been pre-2022. We'll come

2 back to that. My co-counsel is just going to pull

3 the date. 600 Providence Street, April of 2023.

4 Are you able to find that one?

5 A. April what, please?

6 Q. 2023 was when the certificate was issued, 600

7 Providence Street.

8 A. That rings a bell, yeah.

9 Q. Were there any repairs that needed to be done in

10 order for you to issue a certificate in that unit?

11 A. I don't think so.

12 Q. Are you looking at your records for it now?

13 A. Yes, I am.

14 Q. Okay.

15 A. Wait one second.

16 Q. Sure.

17 A. Yes. I needed -- 600 Providence had some --

18 "Request spot damages on the hallway."

19 Q. Spot damages on the hallway?

20 A. Yeah.

21 Q. Nothing else?

22 A. Nothing else.

23 Q. Do you have images of the spot damage?

24 A. Yes.

25 Q. About how large were the spots that needed to be

49

1 repaired?

2 A. I believe there were furniture damages from the

3 third to the first.

4 Q. From the third to the first floor?

5 A. Yeah.

6 Q. So, it was kind of scraping up and down the

7 hallway; is that right?

8 A. Yes.

9 Q. Onto the staircase?

10 A. Yes.

11 Q. Okay. Can you estimate, like, how many spots

12 there were, or do you not remember?

13 A. It was a lot for him to have painted the entire

14 place.

15 Q. So, they needed to repaint the entire place in

16 order to correct it?

17 A. Yes, on the first, second and third, yes.

18 Q. So, they repainted the first, second and third

19 floor?

20 A. The hallway, yeah.

21 Q. The hallway?

22 A. Uh-huh.

23 Q. And, therefore, you were able to issue a

24 certificate; correct?

25 A. Yes.

50

1 Q. Okay. Wonderful. Any other issues that you

2 recall?

3 A. No.

4 Q. We have really just a couple more. 17 (sic) Bowen

5 Court.

6 A. Bowen.

7 Q. I have 7.

8 MR. HOFFMANN: Is it 7?

9 MR. CALETRI: 7.

10 MR. HOFFMANN: Thank you.

11 Q. 7 Bowen Court.

12 A. 7 Bowen, yeah.

13 Q. Our records indicate that there was a City of West

14 Warwick Inspection Report on June 15th, 2022, and

15 that you later did an inspection. Did you have

16 any knowledge of the West Warwick Inspection

17 Report before you went?

18 A. No.

19 Q. You wouldn't normally ask for, like, Local Code

20 Enforcer Reports?

21 A. No.

22 Q. Okay. You inspected that unit approximately

23 August/September of 2022; correct?

24 A. Yes.

25 Q. Any issues with that unit that needed to be

51

1 corrected before you issued a certificate?

2 A. Yes.

3 Q. What were they?

4 A. On September 13th I sent a notice to Anurag and I

5 said -- eight of the units there, three of them

6 were fine. I was able to issue certificates on

7 them. Unit 2R needed to have some lead work done.

8 I indicated that to him. The tested of failed

9 areas are the first room upstairs and the kitchen

10 window sill.

11 Q. So, there needed to be lead work done in Unit 2R;

12 correct?

13 A. Yes.

14 Q. And I'm sorry, can you just explain what the lead

15 work was that needed to be done once more?

16 A. The test had failed areas at the first room

17 upstairs and the kitchen window sill.

18 Q. Okay. The first room upstairs, do you know what

19 room you were referring to?

20 A. Yes.

21 Q. Okay. What room was that?

22 A. It's the first room when you get upstairs to the

23 left.

24 Q. So, it's like a bedroom or a living room?

25 A. Bedroom.

52

1 Q. Okay. Was it a child's bedroom?

2 A. There was nobody living there, but I believe it was
3 a child's bedroom.

4 Q. Okay. It had been a child's bedroom?

5 A. Yes.

6 Q. Was anybody living in that unit at the time?

7 A. I wouldn't know.

8 Q. You said that there was nobody living there, so I
9 just didn't know what you meant.

10 A. Yeah.

11 Q. But were there people's belongings in the unit
12 when you went?

13 A. Yes.

14 Q. How many lead wipes did you do for that unit?

15 A. Six units -- six samples.

16 Q. Okay. So, that would indicate that you believed a
17 child was living there; correct?

18 A. Yes.

19 Q. So, you didn't provide any further information
20 about the work that needed to be done, which is
21 consistent with your past practice, because you
22 say it's just kind of a shorthand, what you put in
23 the text message; right?

24 A. Yes.

25 Q. Like, work that needed to be done?

53

1 A. Yes.

2 Q. Do you remember what work needed to be done to

3 that room?

4 A. The window area was bad. It was damaged. It was

5 obvious. It was peeling paint. That's all I can

6 say, it was peeling paint, and the window needs to

7 be updated to the new window.

8 Q. Okay. How many windows do you recall?

9 A. One in that room.

10 Q. And were there other windows that needed to be

11 updated?

12 A. In that room, no.

13 Q. In that unit?

14 A. Well, in the unit the window sill and the kitchen

15 failed, too. So, I collected sample wipes there,

16 and they failed.

17 Q. I see. So, the failure for that unit was related

18 to the -- was it a visual failure or was it a dust

19 wipe failure?

20 A. Dust wipe failure.

21 Q. I see. Did you go back and reinspect that unit?

22 A. Yes.

23 Q. Did it ultimately pass?

24 A. It eventually passed, but I went back again and it

25 failed. For the third time it passed.

54

1 Q. Do you remember when approximately? Do you
2 remember when it passed ultimately, 17 (sic) Bowen
3 Court?

4 A. 7 Bowen Court.

5 Q. 7 Bowen Court, excuse me.

6 A. I think it eventually passed.

7 Q. I have it passing on September 13, 2022. Does
8 that sound right to you?

9 A. Which unit are you talking about?

10 Q. I'm talking about Unit 1R.

11 A. No, I'm talking about 2R. That failed.

12 Q. Oh, I don't have any certificate for 2R noted.

13 A. So, yeah, when I went back eventually to inspect
14 it, it was 9 Bowen.

15 Q. Oh, it was under a different address?

16 A. It's 7 or 9.

17 Q. So, according to your records, did you ultimately
18 issue a certificate for 9 Bowen?

19 A. Correct.

20 Q. Okay. Do you know when you issued that
21 certificate?

22 A. Yes, I can tell you. I think it was August 9th.

23 Q. 2022?

24 A. 2023.

25 Q. Oh, okay. So, like, a year later; is that

55

1 correct?

2 A. Yes.

3 Q. All right. So, you first inspected it in August

4 of 2022?

5 A. Yes.

6 Q. 9 Bowen Court?

7 A. Yes.

8 Q. And then, ultimately, you went back again for

9 another inspection, it failed again, and then you

10 went back a third time in August of 2023 and it

11 passed; is that correct?

12 A. Correct.

13 Q. So, those windows had been replaced; is that

14 correct?

15 A. Yes.

16 Q. Okay. And the other hazards that you noted were

17 gone as well?

18 A. Yes.

19 Q. What were those other hazards that you noted that

20 were gone?

21 A. Just failed dust wipes.

22 Q. So, the paint was intact when you went back that

23 third time?

24 A. Yes.

25 Q. When you went back the second time, what was the

1 issue that it didn't pass for that time?

2 A. There were still presence of nonintact surfaces.

3 Q. Do you remember what those surfaces were?

4 A. In the first room upstairs.

5 Q. Windows?

6 A. Yeah, the windows.

7 Q. Anything else?

8 A. No.

9 Q. Okay. So, just the windows that had failed the
10 first time?

11 A. Yeah. It wasn't properly done.

12 Q. It wasn't properly done, or it wasn't done at all,
13 if you remember?

14 A. I don't remember.

15 Q. Okay. Moving on 16 Fairview Street in Providence.

16 A. That was 2018.

17 Q. Okay. It was too long ago, we don't have a date
18 on that one. That's fine, we don't need to go
19 through it because you don't have any messages
20 related to it pulled up; correct?

21 A. No.

22 Q. 305 Prospect?

23 A. You already said I don't have it.

24 Q. I actually think that you do. We just pulled it.

25 I believe that you -- unless it's a different

1 inspector, and it could be that different work was
2 done by a different inspector, but we think a
3 certificate was issued there on June 2nd of 2022.

4 A. Not me.

5 Q. Not you?

6 A. No.

7 THE WITNESS: You moonlight on me, huh?

8 (Inaudible).

9 MR. HOFFMANN: Let the record reflect that
10 Mr. Akin just made a comment to Mr. Sureka, which
11 I actually want to come back to.

12 THE COURT REPORTER: I'm not sure I heard
13 it correctly.

14 MR. HOFFMANN: I actually didn't hear it
15 either. "You're moonlighting on me or something."
16 What did you say?

17 THE WITNESS: I'm just talking about
18 another inspector than me.

19 MR. HOFFMANN: It was a joke that
20 Mr. Sureka has another inspector besides Mr. Akin.

21 Q. So, do you have 307 in your phone?

22 A. 307.

23 Q. Prospect.

24 A. No, I don't think I have.

25 Q. That's fine. So, you have been inspecting

1 properties for Mr. Sureka for quite sometime; is

2 that correct?

3 A. Correct.

4 Q. Do you remember the first property that you

5 inspected for him or approximately when it was?

6 A. Probably, 2018. Probably, before then.

7 Q. We actually have one going back to 2014. Does

8 that sound right to you?

9 A. That's likely, too, yeah.

10 Q. So, you've done many inspections for him; correct?

11 A. Yes, I have.

12 Q. Now, you were called by my office to let you know

13 that we'd be issuing a subpoena for you to come in

14 today, correct, before we issued it?

15 A. Yes.

16 Q. And that was my co-counsel, Mr. O'Brien; correct?

17 A. Correct.

18 Q. And Mr. O'Brien said that the state was suing

19 Pioneer Investments, Anurag Sureka; is that

20 correct?

21 A. Correct.

22 Q. And Mr. O'Brien asked you if you were aware of the

23 lawsuit. Do you remember that?

24 A. Yes.

25 Q. Do you recall what you said in response?

1 A. No.

2 Q. Mr. O'Brien said that, you know, "The state is
3 suing Pioneer Investments and Anurag Sureka," and
4 when asked if you were aware of the lawsuit. Does
5 it sound right to you that you said you weren't
6 aware of it, but you weren't surprised?

7 A. Yes.

8 Q. Why weren't you surprised?

9 A. Because of that property in Pawtucket.

10 Q. So, you thought that that property -- sorry, what
11 property in Pawtucket are you referring to?

12 A. The (inaudible) unit.

13 Q. 312 Walcott?

14 A. Walcott -- 310 Walcott.

15 Q. So, you were not surprised that he might be sued
16 over that property?

17 A. Correct, because the tenant was like trying to say
18 -- I inspect a lot of properties in Rhode Island,
19 and most oftentimes tenants that are trying to
20 avoid paying rent try to call the city on their
21 landlord, and they'll paint a very bad image of
22 the landlord. I've seen tenants -- I mean, we
23 have had stories of mothers that poison their
24 children and they want to sue landlords for money.

25 Q. And do you know if those stories are true?

1 A. It's not for me to determine if it's true or not.

2 Q. So, you don't have any evidence that it is true?

3 A. In the same token, I have -- like I said, I was a

4 real estate broker, a real estate agent. I know

5 of tenants that have found different reasons to

6 file complaints against their landlord.

7 MR. HOFFMANN: I was just asking my

8 co-counsel if we knew who lived there.

9 Q. So, you thought that that person might file -- at

10 312 Walcott might file a complaint against

11 Mr. Sureka or Pioneer; is that right?

12 A. Yes.

13 Q. And when were you at 312 Walcott? It was August.

14 A. Yeah.

15 MR. HOFFMANN: Okay. All right. So,

16 there were obviously a number of properties where

17 we were not able to ask you any questions. You

18 didn't have any memory of what had happened there

19 because you don't have the records right now. So,

20 I don't anticipate needing to call you back here,

21 but I'm just reserving the right, if records do

22 appear, to call you back and ask you about those

23 properties to refresh your recollection, but I'm

24 not anticipating needing to do that. I just need

25 to say it for the record to keep this open. So,

1 I'm going to, for the state, be suspending the

2 deposition rather than concluding it. I believe
3 Mr. Caletri may want to ask some questions, so
4 I'll turn it over to him right now.

5 MR. CALETTRI: Thank you. I do have just a
6 few questions. Thank you for your time. We've
7 been going for a little while. Before I even ask,
8 do you need a break for any reason?

9 THE WITNESS: No.

10 MR. CALETTRI: Okay. Thank you.

11 EXAMINATION BY MR. CALETTRI:

12 Q. You've described in reference to a lot of
13 inspections of my client's properties. I just
14 want to ask you: With respect to any of the
15 inspections that you've testified to today, did
16 any -- were any of them unusual in any way?

17 A. Unusual in what way? He invited me -- he called to
18 come and do the inspections, or the mode of the
19 property itself?

20 Q. Well, no, just a little method of you getting
21 involved, being asked to do the inspection,
22 conducting the inspection, communication. Was
23 there anything unusual about these inspections
24 that you've testified to today as to any other
25 ones that you've performed in your career as a

62

1 lead inspector?

2 A. No.

3 Q. Okay. And the procedures that you have described
4 today with respect to the inspections that you've
5 performed, did you follow through on all of those
6 procedures?

7 MR. CALETRI: Strike that question.

8 Q. The procedures that you used with respect to the
9 lead inspections that you've testified, were they
10 any different than the procedure you used with
11 other lead inspections of other people's
12 properties?

13 A. No.

14 Q. Okay. I want to talk briefly about this Walcott
15 property. From my understanding it's either 310
16 or 2310 (sic) -- excuse me, 310-312 Walcott; is
17 that right? What town was that in?

18 A. Pawtucket.

19 Q. Okay. And you just testified that you inspected a
20 unit at that property?

21 A. Yes.

22 Q. What unit did you inspect?

23 A. 310, Unit 1.

24 Q. Okay. Unit 1; right?

25 A. Ground floor, yeah.

63

1 Q. And that's the ground floor unit; correct?

2 A. Correct.

3 Q. Did you inspect any other units at that property?

4 A. No, I did not.

5 Q. Okay. And you mentioned about a conversation with

6 one of the lawyers here on the case, correct, on

7 the phone?

8 A. I didn't have a conversation.

9 Q. You didn't speak with Mr. Riley?

10 A. I spoke with him when he invited -- when he told me

11 about the subpoena. They asked me what was it

12 about.

13 Q. And you spoke to him on the phone; correct?

14 A. Yes.

15 Q. You never spoken to me before today; correct?

16 A. No.

17 Q. And, in fact, you never spoke to any lawyers from

18 Pioneer Investments before today; correct?

19 A. No.

20 Q. And I want to talk about that Walcott inspection

21 for a second. You mentioned something about you

22 weren't surprised that a claim or a lawsuit could

23 be filed. Is that your testimony?

24 A. Yes.

25 Q. And let me ask you this: So, when you did that

64

1 inspection, did you interact with a tenant of that

2 unit?

3 A. Yes.

4 Q. Okay. Do you know how many people were living at
5 that unit?

6 A. I saw two people.

7 Q. Okay. And do you assume they were both living
8 there?

9 A. Yes.

10 Q. Okay. Were they adults, or adult and a child, or
11 what?

12 A. Adults only.

13 Q. Can you describe, generally speaking, their
14 general ages? Were they elderly? Were they
15 middle-aged? That's all I'm asking you.

16 A. A woman was elderly -- well, middle aged, and the
17 guy was elderly.

18 Q. Do you know their names?

19 A. No.

20 Q. Do you know whether or not they are still tenants
21 of Pioneer Investment?

22 A. Yes.

23 Q. Are they still tenants of Pioneer Investments to
24 your knowledge?

25 A. I don't know.

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1 Q. Okay. So, let me ask you this: Why did you say
2 that you wouldn't be surprised about a claim or a
3 lawsuit being filed?

4 A. Because the moment I concluded -- collected my
5 samples and I was leaving the lady was all over
6 me, "Did it pass? Is it going to fail? Is it
7 going to pass?" I said, "I don't know. I'm just
8 collecting samples." Typically, when they start
9 asking questions that means they, you know -- they
10 have something probably planned or something in
11 the offing (sic). In the offing (o-f-f-i-n-g).

12 Q. Let me ask you this: Did you have any other
13 interaction with those tenants?

14 A. No.

15 Q. Well, you went back a second time to do a second
16 inspection. Wasn't that what you said?

17 A. I did not say that.

18 Q. You didn't go back another time? Because I know
19 -- was this not the property that there was an
20 inspection, and that it needed some work and then
21 you went back again? That wasn't this property?

22 A. No.

23 Q. So, I'm thinking of a different one.

24 A. I assume so.

25 Q. Okay. Fair enough. Okay, that's fine. At some

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1 point this Walcott property did get a certificate
2 of lead conformance; correct?

3 A. Yes.

4 Q. And do you know, was the certificate -- do you
5 know when the certificate was issued; do you? Do
6 you know when the certificate was issued?

7 A. I can check it.

8 Q. What I'm getting at, before you even go -- I'll
9 just ask you this: What I want to know is, is
10 this the one that you testified to where there was
11 an inspection, but then CLC was ultimately
12 provided a year later? Was that this property?

13 A. No, no. That's the one in West Warwick.

14 Q. Well, we went over so many.

15 A. Bowen. You're talking about Bowen.

16 Q. That was the Bowen Street, not this one?

17 A. Correct.

18 Q. So, in order to prepare for this deposition today,
19 did you speak to anyone?

20 A. No.

21 Q. Okay. Did you review any documents to prepare for
22 this deposition?

23 A. No.

24 Q. Okay. And to the best of your knowledge, have you
25 provided the Attorney General's Office with the

67

1 documents that are then requested to the best of
2 your ability?

3 A. Yes.

4 MR. CALETRI: Okay. I have no other

5 questions at this time. My understanding is that
6 we're going to suspend, and that maybe we'll
7 reconvene at a later date. Thank you.

8 MR. HOFFMANN: Thank you everyone for your
9 time.

10 THE REPORTER: Can I place your transcript
11 orders on the record?

12 MR. CALETRI: E-Tran.

13 MR. HOFFMANN: E-Tran.

14 (DEPOSITION CONCLUDED AT 12:16 P.M.)

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1 C-E-R-T-I-F-I-C-A-T-I-O-N

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3 STATE OF RHODE ISLAND

4 PROVIDENCE, SC.

ATTORNEY GENERAL PRODUCTION

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I do hereby certify that I am expressly approved as a person qualified and authorized to take depositions pursuant to the Rules of Civil Procedure of this Court, especially, but without restriction thereto, under Rule 28 of said Rules; that the witness was first sworn by me; that the transcript contains a true record of the proceedings.

Reading and signing of the transcript was not requested by the deponent or any parties involved upon completion of the deposition.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of October, 2023.

SALLY BRASSARD, CSR/RPR
NOTARY PUBLIC: 35591
MY COMMISSION EXPIRES: 1/16/25

DEPOSITION ERRATA SHEET

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Reason for change: _____

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24 SIGNATURE: _____ DATE: _____

25 AKIN KUMMI AKANJI

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1 DEPOSITION ERRATA SHEET

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24 SIGNATURE: _____ DATE: _____

25 AKIN KUMMI AKANJI

EXHIBIT Q

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

[6/7/23, 7:12:06 PM] Anurag: Can we get the 600 providence st Certs
[6/7/23, 8:34:42 PM] Akin Akanji Lead Inspector: This message was deleted.
[6/7/23, 8:46:39 PM] Akin Akanji Lead Inspector: You will get apts 2 & 3 certs tomorrow
[6/7/23, 8:46:57 PM] Anurag: Ok thanks
[6/12/23, 2:46:02 PM] Akin Lead Inspection Maintenance: You changed the group name to "Akin Lead Inspection Maintenance"
[6/12/23, 2:46:31 PM] Anurag: Akin
We have few properties needs to be done. Can you do it Thursday or Friday?
[6/12/23, 8:55:22 PM] Akin Akanji Lead Inspector: No. Not this week. If you send me the addresses, I can open some hours next week.
[6/16/23, 3:20:40 PM] Anurag: yes I can send you list
[6/16/23, 3:20:42 PM] Anurag: list
[6/16/23, 3:20:56 PM] Anurag: Can you please let me know days and times?
[6/16/23, 7:11:20 PM] Akin Akanji Lead Inspector: Pls send the list and I will make the schedule
[6/16/23, 8:09:41 PM] Anurag: Yea will send
[7/7/23, 2:13:08 PM] Anurag: can we set up some lead inspections for Friday or Saturday after 12 or 1?
[7/7/23, 2:13:17 PM] Anurag: please let me know I can send you the list.
[7/7/23, 2:40:09 PM] Akin Akanji Lead Inspector: I won't be in town for 3 weeks
[7/28/23, 6:12:24 AM] Anurag: Are you back.
[7/28/23, 6:46:13 AM] Akin Akanji Lead Inspector: Just got back this AM.
[7/28/23, 6:59:31 AM] Anurag: can we schedule some inspections
[7/28/23, 8:14:07 AM] Akin Akanji Lead Inspector: Yes.
[7/31/23, 7:15:14 PM] Anurag: Hi Akin

I got your email. Can we do Wednesday? Need to RUSH. .. 310 Walcott st, first floor (1 unit) and same day 132 first ave 1 unit on 3rd floor..

[7/31/23, 10:45:18 PM] Akin Akanji Lead Inspector: RUSH on both???
[8/1/23, 6:12:15 AM] Anurag: yes we can do Wednesday at 1 or after
[8/1/23, 7:37:40 AM] Akin Akanji Lead Inspector: Okay. Pls send \$600 for both RUSH. 132 First ave @ 1pm tomorrow Wednesday 08/02/2023
&

310 Walcott afterwards

[8/1/23, 8:53:28 AM] Anurag: Actually it's 3. We have one at Bowen ,ct in west Warwick.
[8/1/23, 9:52:33 AM] Akin Akanji Lead Inspector: Where is 310 Walcott?
[8/1/23, 9:53:31 AM] Anurag: pawtucket
[8/1/23, 9:55:09 AM] Akin Akanji Lead Inspector: So Woonsocket, Pawtucket & West Warwick?
[8/1/23, 10:00:16 AM] Anurag: yes sir
[8/1/23, 2:45:46 PM] Akin Akanji Lead Inspector: Very well. Pls send the payment for the 3-\$900.

I typically avoid scheduling tests all over the state like this. I'll make the exception for you though.

[8/1/23, 2:48:27 PM] Anurag: How do I sent kt
[8/1/23, 2:48:29 PM] Anurag: It
[8/1/23, 2:48:54 PM] Akin Akanji Lead Inspector: Zelle

EXHIBIT R

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

305 PROSPECT ST



Floor 1st (Side) Inspector Initials MR Date 7-19-23 General

	Bathroom lack a window of 3 square feet or an approved ventilation system. [403.2]
	Living rooms/Sleeping rooms lack the required room area. [404.4.1]
	Ceilings in habitable rooms including habitable basements lack req'd ceiling height. [404.3]
	Dwelling unit is occupied by more occupants than allowed. [404.5]
	Means of egress are not approved, (unsafe; blocked; lack the required number) [404.4.2, 404.4.3, 702.1, 702.2, 702.4]
	Efficiency unit fails to meet the minimum requirements for occupancy. [404.6]
	Storage space for food is not provided. [404.7]
	Interior walls not properly maintained(holes; loose; cracks; chipped or flaking paint), 305.3
	Interior stairs/floors not properly maintained, (loose; trip, finish, etc.) [305.4]
	Interior ceilings not properly maintained, (holes; cracks; loose; flaking paint; missing; sagging) [305.3]
	Interior doors and windows not properly maintained, (broken; missing; flaking paint) [304.13, 304.15, 304.16, 304.17, 304.18, 304.18.1, 304.18.2, 304.18.3, 305.3, 305.6]
	Interior woodwork/ trimwork not properly maintained, (broken; missing; loose; flaking paint) [305.13]
X	Pest control required, infestation of _____ [309.1] <i>Roaches + mice need pest control from exterminator</i>
	Interior handrails/guardrails not properly maintained. [305.5, 307.1]
X	Lead based substances are present. [305.3.1, 305.3.5] <i>Need lead certificates for each unit</i>
	Structural members unsound. [304.4, 305.1, 305.2]

EXHIBIT S

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



CITY OF PAWTUCKET

CITY HALL
137 ROOSEVELT AVENUE
PAWTUCKET, RHODE ISLAND 02860

DIVISION OF ZONING & CODE ENFORCEMENT

DONALD R. GREBIEN

MAYOR

July 24, 2023

Pioneer Investments LLC
c/o Incorp Services Incorporated
305 Prospect Street
Providence, Rhode Island 02903

Re: 305 Prospect Street - Case #23-00912

Dear Property Owner(s):

Subject: City of Pawtucket Enforcement of RI Law requiring that apartments have a current "Certificate of Conformance" (Lead paint hazard safe certified inspection).

Dear Sir or Madam:

If you are receiving this letter, the City of Pawtucket through its Zoning and Code Enforcement Department is requiring that you provide a "Certificate of Conformance" for each rental unit(s) that you own at the property for which you have been cited.

Rhode Island General Law (RIGL 42-128.1-8) requires that all owners of rental properties comply with the requirements related to ensuring rental properties do not have potentially dangerous lead paint hazards.

For your information we have included an information sheet about how to comply with the law. If you would like more information about how to obtain a "Certificate of Conformance" for your rental unit, please contact the State of Rhode Island Housing Resource Commission at (401) 222-7901.

Feel free to contact AnaMaria Salum at 728-0500 ext. 347 if I can provide any further clarification with respect to this requirement.

Sincerely,

Carl J. Johnson
Director of Zoning

EXHIBIT T

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Jeschalle Jimenez

305 Prospect St.



Floor 1st (Other) Inspector Initials ML Date 7-19-23 General

	Bathroom lack a window of 3 square feet or an approved ventilation system. [403.2]
	Living rooms/Sleeping rooms lack the required room area. [404.4.1]
	Ceilings in habitable rooms including habitable basements lack req'd ceiling height. [404.3]
	Dwelling unit is occupied by more occupants than allowed. [404.5]
	Means of egress are not approved, (unsafe; blocked; lack the required number) [404.4.2, 404.4.3, 702.1, 702.2, 702.4]
	Efficiency unit fails to meet the minimum requirements for occupancy. [404.6]
	Storage space for food is not provided. [404.7]
	Interior walls not properly maintained(holes; loose; cracks; chipped or flaking paint), 305.3
	Interior stairs/floors not properly maintained, (loose; trip, finish, etc.) [305.4]
X	Interior ceilings not properly maintained, (holes; cracks; loose; flaking paint; missing; sagging) [305.3] <i>Ceiling needs Repair Ceiling fan affected</i>
	Interior doors and windows not properly maintained, (broken; missing; flaking paint) [304.13, 304.15, 304.16, 304.17, 304.18, 304.18.1, 304.18.2, 304.18.3, 305.3, 305.6]
	Interior woodwork/ trimwork not properly maintained, (broken; missing; loose; flaking paint) [305.13]
X	Pest control required, infestation of <u>Roaches + mice</u> [309.1] <i>Need Exterminator</i>
	Interior handrails/guardrails not properly maintained. [305.5, 307.1]
	Lead based substances are present. [305.3.1, 305.3.5]
	Structural members unsound. [304.4, 305.1, 305.2]

EXHIBIT U

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 4280 WARWICK
80 UNIVERSAL BLVD
WARWICK, RI 02886

Phone: (401) 826-0600
Salesperson: CJS6Z9C
Reviewer:

SOLD TO	Name SUREKA ANURAG		Phone 1 (617) 548-1074	
	Address 25 BROOK DR		Phone 2 (845) 616-2943	
	Company Name PIONEER INVESTMENTS LLC			
	City FAIRHAVEN		Job Description 305 prospect st	
	State MA	Zip 02719	County KENT	

REPRINT

2023-08-07 13:53

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W01 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-384-815	1.00	EA	36 x 166 ft. Red Builder's Paper /		Y	\$14.22	\$14.22*
R02	0000-721-680	1.00	PK	11 in. Pro Clear Plastic Deluxe Tray Liner (3-Pack) /		Y	\$3.27	\$3.27*
R03	1001-287-414	2.00	EA	9 in. x 3/4 in. High-Capacity Polyester Knit Paint Roller Cover Applicator/Tool /		Y	\$4.70	\$9.40*
R04	1000-016-452	1.00	EA	14 oz. Pro Grade Popcorn Ceiling Texture /		Y	\$27.23	\$27.23*
R05	0000-984-590	1.00	EA	Alex Plus 10.1 oz. White Acrylic Latex Caulk Plus Silicone /		Y	\$3.89	\$3.89*
R06	1004-400-897	1.00	EA	7 in. Mini Roller Tray Black /		Y	\$3.55	\$3.55*
R07	0000-266-050	1.00	EA	5 gal. Paint Bucket Lid /		Y	\$8.78	\$8.78
R08	1001-767-431	1.00	EA	21 in. Wood Paint Stick for 5 Gallon (3-Pack) /		Y	\$1.48	\$1.48
R09	0000-928-046	1.00	GA	1 Gallon Ultra Pure White Semi-Gloss Enamel Low Odor Interior Paint & Primer /		Y	\$30.38	\$30.38*

MERCHANDISE TOTAL: \$102.20

END OF CARRY OUT MERCHANDISE - REF #W01

Check your current order status online at www.homedepot.com/orderstatus

EXHIBIT V

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 2659 S ATTLEBORO
1100 NEWPORT AVE
SOUTH ATTLEBORO, MA 02703

Phone: (508) 761-4001
Salesperson: DAW1447
Reviewer:

SOLD TO	Name		Home Phone	
	SUREKA ANURAG		(617) 548-1074	
	Address 25 BROOK DR		Work Phone	
			Company Name PIONEER INVESTMENTS LLC	
	City FAIRHAVEN		Job Description 305 prospect	
State MA		Zip 02719	County BRISTOL	

REPRINT

2023-09-14 14:21

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W01 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-688-002	2.00	EA	4 in. x 4 in. PVC DWV Mechanical Flexible Coupling /		Y	\$7.29	\$14.58*
R02	0000-462-620	1.00	EA	8 oz. Purple CPVC and PVC Primer and Regular Clear PVC Cement Combo Pack /		Y	\$9.41	\$9.41*
R03	0000-341-511	1.00	EA	2-7/8 in. Structural Wood Screw (12 Pack) /		Y	\$13.23	\$13.23*
R04	0000-491-550	1.00	EA	4 in. x 2 ft. PVC Schedule 40 DWV Foam Core Pipe /		Y	\$12.81	\$12.81
R05	0000-189-308	1.00	EA	4 in. PVC DWV MIPT Cleanout Plug /		Y	\$6.27	\$6.27*
R06	1001-263-704	1.00	EA	6 in. 8 TPI Steel Demon Carbide Reciprocating Saw Blades for Thick Metal Cutting (3-Pack) /		Y	\$28.47	\$28.47*
R07	0000-189-596	1.00	EA	4 in. PVC DWV 45-Degree All Hub Wye /		Y	\$22.89	\$22.89*
							MERCHANDISE TOTAL:	\$107.66
END OF CARRY OUT MERCHANDISE - REF #W01								

Check your current order status online at www.homedepot.com/orderstatus

* Indicates item markdown
Customer Copy

EXHIBIT W

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 2659 S ATTLEBORO
1100 NEWPORT AVE
SOUTH ATTLEBORO, MA 02703

Phone: (508) 761-4001
Salesperson: JMG4Y9L
Reviewer:

SOLD TO	Name SUREKA ANURAG		Phone 1 (617) 548-1074	
	Address 25 BROOK DR		Phone 2 (845) 616-2943	
	Company Name PIONEER INVESTMENTS LLC			
	City FAIRHAVEN		Job Description 305 prospect	
	State MA	Zip 02719	County BRISTOL	

REPRINT

2023-10-09 18:58

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-300-918	1.00	EA	15/32 in. x 4 ft. x 4 ft. Sanded Plywood Project Panel /		Y	\$31.76	\$31.76
R02	1007-751-947	1.00	EA	3/8 in. x 3/16 in. x 17 ft. Foam Weatherseal Tape with Socket Sealers Display (4-Pack) /		Y	\$3.90	\$3.90*
R03	1002-309-116	1.00	CA	Textured 2 ft. x 4 ft. Lay-in Ceiling Tile (32 sq. ft. / Case) /		Y	\$31.57	\$31.57*
R04	0000-693-430	4.00	EA	21 - 37 in. W x 18 in. H Clear Wood Frame Adjustable Window Screen /		Y	\$8.98	\$35.92
R05	1000-994-486	1.00	EA	9 in. Plastic Tray Liner (10-Pack) /		Y	\$7.49	\$7.49*
R06	1004-400-897	2.00	EA	7 in. Mini Roller Tray Black /		Y	\$3.55	\$7.10*
R07	0000-221-146	1.00	EA	5/16 in. x 36 in. White Aluminum Window Screen Frame Kit /		Y	\$12.28	\$12.28
R08	1001-220-010	1.00	EA	5/8 in. x 23-5/8 in. x 23-5/8 in. Patch and Repair Drywall /		Y	\$6.94	\$6.94*
R09	0000-317-652	1.00	EA	4-1/2 in. x 1/2 in. High-Density Fabric Wooster Pro White Woven Cage Style Mini Roller Cover Applicator/Tool (2-Pack) /		Y	\$6.14	\$6.14*
R10	0000-157-769	1.00	EA	9 ft. x 12 ft. Clear Plastic Drop Cloths (6-Pack) /		Y	\$12.47	\$12.47
R11	0000-258-717	1.00	EA	3.5 qt. All Purpose Ready-Mixed Joint Compound /		Y	\$10.43	\$10.43*
R12	0000-105-872	1.00	EA	#6 x 1-5/8 in. Philips Bugle-Head Fine Thread Fine Thread Drywall Screws (1 lb./Pack) /		Y	\$6.44	\$6.44*
R13	0000-261-645	1.00	EA	12 oz. Big Gap Filler Insulating Spray Foam Sealant /		Y	\$5.98	\$5.98
R14	0000-140-297	1.00	EA	Delicate Surface 1.88 in. x 60 yds. Painter's Tape with PaintBlock /		Y	\$8.82	\$8.82*

*** CONTINUED ON NEXT PAGE ***

Check your current order status online at www.homedepot.com/orderstatus

* Indicates item markdown
Customer Copy

ATTORNEY GENERAL PRODUCTION
PIONEER INVESTMENT RECORDS 10.25.2023
004277

CARRY OUT MERCHANDISE

#1

(Continued)

REF #W02

R15	1001-287-417	1.00	EA	9 in.x 1/2 in.High-Capacity Polyester Knit Paint Roller Cover (3-Pack) /		Y	\$10.90	\$10.90*
R16	1001-518-441	1.00	PK	P95 Particulate Replacement Filters (6-Pack) /		Y	\$14.98	\$14.98
R17	1004-559-320	1.00	EA	7 in. Gauging Brick Trowel /		Y	\$6.43	\$6.43*
R18	0000-189-961	1.00	EA	20 lb. Quick-Setting Cement Concrete Mix /		Y	\$15.73	\$15.73*
R19	0000-383-759	1.00	EA	55 lbs. Mortar Mix /		Y	\$15.81	\$15.81*
R20	1003-187-529	1.00	EA	10 Year Worry-Free Hardwired Combination Smoke and Carbon Monoxide Detector with Voice Alarm and Ambient Light Ring /		Y	\$47.75	\$47.75*
							MERCHANDISE TOTAL:	\$298.84
END OF CARRY OUT MERCHANDISE - REF #W02								

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

::

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$298.84
SALES TAX	\$18.68
TOTAL	\$317.52
BALANCE DUE	\$0.00

END OF ORDER No. H2659-272035

* Indicates item markdown
Customer Copy

ATTORNEY GENERAL PRODUCTION
PIONEER INVESTMENT RECORDS 10.25.2023
004278

EXHIBIT X

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

From: [Anurag Sureka](#)
To: [Leca, Melissa](#); [John Mckinney](#)
Subject: Re: 305 prospect st - Violations corrected
Date: Friday, September 22, 2023 9:48:33 AM

Thanks Melissa.

[Sent from Yahoo Mail for iPhone](#)

On Friday, September 22, 2023, 9:47 AM, Leca, Melissa <mleca@PAWTUCKETRI.com> wrote:

I figured it was. Melissa did tell me I just wanted to be sure . I will update what I have thank you

Get [Outlook for iOS](#)

From: Anurag Sureka <sureka_anurag@yahoo.com>
Sent: Friday, September 22, 2023 7:25:50 AM
To: Leca, Melissa <mleca@PAWTUCKETRI.com>; John Mckinney <johnmckinney89@yahoo.com>
Subject: Fw: 305 prospect st - Violations corrected

You don't often get email from sureka_anurag@yahoo.com. [Learn why this is important](#)

Hi Melissa,

Violations were corrected more than couple of weeks ago. It was sent to Melissa Fontes and she had said she sent to you. I am sending all documents again. John will reach out for inspection for monday.

Thanks
Anurag

----- Forwarded Message -----

From: Anurag Sureka <sureka_anurag@yahoo.com>
To: mfontes@pawtucketri.com <mfontes@pawtucketri.com>
Sent: Monday, September 11, 2023 at 11:55:48 PM EDT
Subject: 305 prospect st - Violations corrected

Hello Melissa,

All violations associated with property located at 305 prospect st, Pawtucket, RI 02860 has been corrected.

Please see attached:

- Picture of the ceiling fixed.
- Invoices from exterminator.

- Lead certs all units.

If you have any questions, feel free to reach out. If you would like to meet for an inspection, we can meet Wednesday 09/13 anytime that works for you.

Thanks

Anurag

EXHIBIT Y

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 4280 WARWICK
80 UNIVERSAL BLVD
WARWICK, RI 02886
Phone: (401) 826-0600
Salesperson: CJS6Z9C
Reviewer:

SOLD TO

Name: **SUREKA ANURAG** Phone 1: **(617) 548-1074**

Address: 25 BROOK DR Phone 2: (845) 616-2943

City: FAIRHAVEN Company Name: PIONEER INVESTMENTS LLC

State: MA Zip: 02719 County: KENT Job Description: highland st

REPRINT

2023-06-19 09:42

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

REF # W01 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

We reserve the right to limit the quantities of merchandise sold to customers

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-352-073	1.00	GA	1 gal. Deep Base Satin Enamel Exterior Paint and Primer in One /		Y	\$36.78	\$36.78*
R02	0000-153-397	1.00	EA	1 gal. Ultra Pure White Semi-Gloss Enamel Exterior Paint & Primer /		Y	\$38.39	\$38.39*
R03	0000-279-073	1.00	EA	1 Gal. #PFC-63 Slate Gray Low-Lustre Enamel Interior/Exterior Porch and Patio Floor Paint /		Y	\$30.38	\$30.38*
R04	1007-112-519	1.00	EA	GL RECYC\$ /		Y	\$0.75	\$0.75
R05	1004-644-053	1.00	EA	Soft Grip Carbon Wire Brush 4 x 16 Rows /		Y	\$6.56	\$6.56*
R06	1004-681-045	1.00	EA	1.5 in. 4 Edge Scraper /		Y	\$7.97	\$7.97*
R07	1005-152-460	1.00	EA	2 in. Shortcut Hook & Hold Polyester Angle Sash Brush /		Y	\$6.41	\$6.41*
R08	1001-287-213	1.00	EA	Premium 1.5 in. Polyester Tylon Thin Angled Sash Paint Brush /		Y	\$8.16	\$8.16*
R09	0000-364-512	1.00	EA	4-Piece Paint Trim Kit /		Y	\$8.26	\$8.26*
MERCHANDISE TOTAL:								\$143.66
END OF CARRY OUT MERCHANDISE - REF #W01								

Check your current order status online at
www.homedepot.com/orderstatus

* Indicates item markdown
Customer Copy

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004230

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

: ;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$143.66
SALES TAX	\$10.05
TOTAL	\$153.71
BALANCE DUE	\$0.00

END OF ORDER No. H4280-185385

EXHIBIT Z

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

[8/8/23, 8:06:03 AM] Anurag: We have inspection at 60 pleasant st Woonsocket.
[8/8/23, 8:06:07 AM] Anurag: Need weedwacking.
[8/8/23, 8:06:09 AM] Anurag: Nicely.
[8/8/23, 8:25:36 AM] Tyler : Okay I'll take care of it this morning sir heading that way
[8/8/23, 8:29:10 AM] Luis: You added Luis
[8/8/23, 9:28:33 AM] Tyler : How important is pleasant st landscape this morning because its raining hard asl but if it's going to be a violation or cause issues you know I'll get wet for my uncle Anarug
[8/8/23, 9:28:45 AM] Luis: Go do it bro hahahaha
[8/8/23, 9:34:19 AM] Luis: Do roberts too bro right up the st
[8/8/23, 9:34:29 AM] Tyler : Copy
[8/8/23, 9:35:38 AM] Tyler : Luis do you know where there is sculpture clay like 1.5 gal??
[8/8/23, 9:37:38 AM] Luis: I have some meet me and I'll give you some
[8/8/23, 9:37:47 AM] Tyler : Wya
[8/8/23, 9:40:57 AM] Luis: Woonsocket bro
[8/8/23, 11:27:54 AM] Tyler : If Someone let me know when the inspection is or when I have a window that it's not raining for an hr so I can get there and do it that would be cool
[8/8/23, 11:28:13 AM] Anurag: I need to leave
[8/8/23, 3:18:10 PM] John : No
[8/8/23, 3:18:29 PM] Tyler : Ok good thanks
[8/8/23, 4:05:24 PM] Anurag: can u go to other Woonsocket ones oo
[8/8/23, 4:10:26 PM] Tyler : Anything for my great uncle
[8/8/23, 4:10:42 PM] Tyler : 62-64 pleasant Street
99 - 101 oak Street
132 - 134 1st Ave
213 3rd Ave
337 3rd Ave
672 Fairmount Street
119 East School Street
131 East School Street
133 Brook Street
292-294 Burnside Ave
27 heroux Street
518 Willow Street
149 Park Ave
157 Park Ave
97-99 Roberts St
[8/9/23, 8:18:23 AM] Anurag: tyler we need to go to 14 south st 1L..
[8/9/23, 8:44:37 AM] Tyler : Ok On my way!
[8/11/23, 7:53:03 AM] Anurag: 10-12 Youngs Ave
103 Pond St.
12 Fairview Ave
148-150 Brookside Ave
17-19 McNiff St.
20 McNiff St.
25 Matteson Ave
25 Prospect Hill Ave

26-28 Parker St.
30 Parker St.
30 Weaver St.
306 Washington St.
3-9 Bowen Ct.
51 East St.
600 Providence St.
67 Prospect Hill
6-8 Epworth Ave
72 Highland St.
87 - 89 Pond St.
[8/11/23, 7:54:08 AM] Anurag: 5-7 Anthony St.
9-11 Anthony St.
[8/11/23, 7:54:20 AM] Anurag: these are in coventry
[8/11/23, 7:54:26 AM] Anurag: west warwick
[8/11/23, 8:06:10 AM] Tyler : Ok. Will take care of them. Call me later when you're
in a good mood please Lol
[8/11/23, 8:07:05 AM] Tyler : Where is this?
[8/11/23, 8:34:14 AM] Sharon Property Manager: 518 Willow Woonsocket
[8/11/23, 10:48:57 AM] Tyler : This isn't your house? 89 pond st
[8/11/23, 10:50:59 AM] Sharon Property Manager: yes it is
[8/11/23, 10:54:12 AM] Tyler : Ok I see it at the bottom sorry
[8/11/23, 12:42:48 PM] Sharon Property Manager: only if bulk pick up has been
scheduled
[8/11/23, 12:43:07 PM] Sharon Property Manager: Very Nice
[8/12/23, 1:37:24 PM] Anurag: Tyler take a look if it's still leaking from upstairs.
[8/12/23, 1:41:08 PM] Tyler : can't leave this yard half cut but On my way! In like
20 min
[8/12/23, 1:44:30 PM] Anurag: There is no rush
[8/12/23, 1:44:46 PM] Anurag: Pawtucket will be in your way back home anyways.
[8/12/23, 3:12:13 PM] John : (857) 719-3523
[8/14/23, 4:41:28 PM] Sharon Property Manager: 20 McNiff hasn't been cut on the left
side and there is still a fridge sitting in the yard
[8/15/23, 1:00:08 PM] Sharon Property Manager: 310 Walcott 2nd floor... the front
door is Our lock. We need to change the side entrance lock and doorknob needs to be
a closet knob
[8/15/23, 1:01:19 PM] Tyler : Understood.
[8/15/23, 1:27:29 PM] Sharon Property Manager: 310 Walcott St Pawtucket 2nd fl
14 South St 1L Pawtucket (from front of house)
6 Fletcher St 1st fl Central Falls
98 Railroad St 1st floor Central Falls(door around left back of house)
Cleaning
30 Weaver St West Warwick 3rd fl
26 Parker St 2L & 2R cleaning (and check staining over stairs in 2L)
[8/17/23, 11:04:58 AM] Tyler : @14016014517 do you know who's shit this is On south
St Pawtucket
[8/17/23, 11:33:30 AM] Sharon Property Manager: He already did a treatment on
Tuesday... so if you're seeing them during the day... it's working
[8/17/23, 11:35:47 AM] John : 3rd floors
[8/17/23, 11:39:55 AM] Tyler : Ok may have to come vacuum them up later or

something.

[8/17/23, 12:33:50 PM] Sharon Property Manager: 3rd floors Ashley's

[8/22/23, 9:18:16 AM] Anurag: john - tyler can clean the unit.. he would need vaccum etc,, we had vaccum etc at oak othertwise he can reuse yours..

[8/22/23, 9:35:40 AM] John : There is three vacuums at 99 Oak St. I don't know if they work though

[8/22/23, 9:36:44 AM] Tyler : I have a strong shop vaccy I just need that bottom piece that flares out I'll see if I can get one

[8/25/23, 8:04:42 AM] Anurag: Tyler we need to paint highland 2R in west Warwick

[8/25/23, 8:04:49 AM] Anurag: Contact John for exact details.

[8/29/23, 9:14:56 AM] Anurag: We NEED Highland 1st fl rear completed.... I'm supposed to sign with someone.

Still needs:

Storm door handle

Cracked Window fixed

Screens

Shower cleaned

Lock and doorknob changed

[8/29/23, 9:15:04 AM] Anurag: First floor

[8/29/23, 9:15:13 AM] Anurag: He is going to be moving

[8/29/23, 9:15:17 AM] Anurag: In today.

[8/29/23, 9:42:34 AM] Tyler : Ok am heading out there now I overslept from the 4 benedryl I needed to not rip my arms off

[8/29/23, 10:55:53 AM] Tyler : where do I bring the window??

[9/23/23, 11:51:19 AM] Sharon Property Manager: 22 Angell St Johnston

[9/23/23, 12:30:06 PM] Anurag: Go to back and left side unit from back.

[9/23/23, 12:36:43 PM] Tyler : Ok can finish second floor first st and this Monday no problem

[9/27/23, 11:43:26 AM] Anurag: please send cleaning list for tyler by city

[9/27/23, 11:43:49 AM] Sharon Property Manager: Before Sunday Please(at least the 1st fl)

[9/27/23, 11:44:29 AM] Sharon Property Manager: I was sending the ones that I am signing with for the 1st... first🤔

[9/27/23, 11:44:56 AM] Tyler : Ok I am at 306 Washington today then I was going to finish Angell in the morning a couple hours then I can head to 27 Hawes @14016014517 just tell me what's after Hawes for this week.

[9/27/23, 11:52:21 AM] Sharon Property Manager: 27 Hawes Pawtucket

518 Willow 3L Woonsocket

17 McNiff 2R West Warwick

👉👉These are where I have Leases to sign on the 1st👉👉

[9/27/23, 11:53:49 AM] Sharon Property Manager: Oh and if the baseboards have dust or pet fur Please shop vac them too👉👉

[9/27/23, 2:56:01 PM] Sharon Property Manager: 27 Hawes 1 front still needs screens made... materials are there. And I believe there is a medicine cabinet missing also

🤔

[10/5/23, 8:53:03 AM] Tyler : Ok be there in a few mins I talked to Sharon about what needs to be done

[10/5/23, 8:53:33 AM] Anurag: its all there on pink sheet. Did you readit?

[10/5/23, 8:54:22 AM] Tyler : Yes I read it sir I'm just saying Sharon went over it with me too. Will take care of everything

EXHIBIT AA

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

From: Anurag Sureka <sureka_anurag@yahoo.com>
Sent: Friday, August 11, 2023 8:32 AM
To: Charles Davey <cdavey@westwarwickri.org>
Subject: Re: Youngs Ave

Hi Chuck,

Please see attached lead certificate for the unit.

Can we meet up on Monday or Tuesday 2 or 3 pm to close out the violations?

Thanks

Anurag

On Monday, July 10, 2023 at 03:05:53 PM EDT, Charles Davey <cdavey@westwarwickri.org> wrote:

Anurag,

I can't commit to Friday right now. My work vehicle is in for repairs. I should know more tomorrow when it will be back in service. I'll reach out when I know.

The primary issue the tenants from 12 Youngs Ave had were it's lack of a recent lead inspection since they have a young child. That will need to be done before I can mark all violations as addressed.

Chuck

EXHIBIT BB

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Town of West Warwick, RI

Inspection Report

Inspection: Minimum Housing Inspection

Inspector: Charles Davey

Inspection Date: Jun 13, 2023

Record: Minimum Housing #MH-23-131

Location: 12 YOUNGS AVENUE, West Warwick, RI 02893

Applicant:

Minimum Housing - Exterior

Overall Result: Fail

Checklist:

* 8-146 Junked Vehicles

No owner, operator or occupant of any building, structure, dwelling or dwelling premises, and no operator or owner of any motor vehicle or watercraft herein described, shall keep, park, store, leave inoperative wrecked, junked, dismantled, being restored or rehulled, motor vehicle or watercraft of any kind or parts thereof on any premises with the town, except in connection with a legally operated enterprise. For the purpose of this section, the terms "inoperative, wrecked, junked, dismantled, being restored or rehulled" shall mean any motor vehicle or watercraft that is unregistered, has no valid inspection

sticker or is not validly registered with the state. "Watercraft" shall include any boat, ship, vessel or personal watercraft (i. e. jet ski) of any size propelled by motor or wind power. Kayaks, canoes and dinghy's if less than 13 feet in length are exempt.

Result: Fail

Remarks:

Remove any unregistered cars from the property.



Minimum Housing - Heating, Plumbing & Electrical

Overall Result: Fail

Checklist:

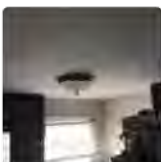
605.1 Safe and Approved Electrical Installation

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Result: Fail

Remarks:

The kitchen ceiling light does not work. A licensed electrician must repair this fixture.



Minimum Housing - Lead Related

Overall Result: Fail

Checklist:

§ 42-128.1-8 Provide Tenants

(4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of the independent clearance inspection; and (iii) information about how to give notice of deteriorating conditions;

Result: Fail

Remarks:

Provide the tenants and this office with a current lead clearance report. The most recent inspection on file with the health department is from 2008.

305.3 Interior surfaces

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Result: Fail

Remarks:

Repair and repaint areas of peeling and chipped paint and the holes in several walls in a lead safe manner.



Minimum Housing - Safety

Overall Result: Fail

Checklist:

309.1 Infestation

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation. (More than one unit or the common areas(s) in a multi-unit building must be infested for it to be the property owners responsibility.)

Result: Fail

Remarks:

There is evidence, including a dead mouse, that there is an infestation in the building. Eliminate the rodents and prevent additional infestations.



Minimum Housing - Walls, Ceilings & Floors

Overall Result: Fail

Checklist:

9-8 Interior Walls

(a) Every foundation, floor, roof, ceiling, and exterior wall must be reasonably weather tight, watertight and damp-free, and shall be kept in sound condition and good repair. Floors, interior walls, and ceilings shall be sound and in good repair. All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. Potentially hazardous materials will not be used where readily accessible to children. Walls shall be capable of affording privacy for the occupants. Every premises shall be graded, drained, free of standing water, and maintained in a clean, sanitary, and safe condition.

Result: Fail

Remarks:

The bathroom ceiling has a large mold growth which must be removed. While not required, you should consider installing an exhaust fan. The bathroom window is very small and may not be large enough to adequately vent moisture from the bathroom.



EXHIBIT CC

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



Town of West Warwick

Notice of Violation

Violation Number

MH-23-131

Name of Violator(s)	Address
PIONEER INVESTMENTS <small>(Last Name First Name)</small>	10 DORRANCE ST SUITE 700 PROVIDENCE, RI 02903

Date of Violation(s)	Location of Violation(s)	Issued By
June 13, 2023	12 YOUNGS AVENUE West Warwick RI 02893 Parcel ID: 004-0247-0-000	Charles Davey

You are hereby given notice of the violations of the Rhode Island State Property Maintenance Code and/or the West Warwick Code of Ordinances contained in the accompanying 'Inspection Report'. The corrections required, as explained in the remarks section, must be completed by the date indicated below.

All work, including electrical and plumbing, on a multi-family residence or a single-family not occupied by the owner, must be done by a licensed contractor in a lead-safe manner.

You have the right to appeal this notice pursuant to Section 111, Appeal of Violations. *All deficiencies, even those not expressly noted in the accompanying checklist, must be corrected and this office must be called for re-inspection.*

You are hereby given notice that pursuant to the provisions of RI GL §23-19.2-4 failure to correct and remove the stated violations from the property may cause the correction and removal of the items by the Town of West Warwick. All costs incurred must be paid by you for reimbursement to the town within 30 days of the correction and removal. Failure to pay said amount within said 30 days shall result in a lien being imposed upon said property, which lien shall be included with the taxes on said property, and shall bear interest thereon, and shall run with the property.

Pursuant to the provisions of Section 107.6 Transfer of ownership, of the RI Property Maintenance Code, it shall be unlawful for you to sell, mortgage, lease or otherwise dispose of the above described property and dwelling unit to another until the provisions of the compliance order and/or notice of violation have been complied with, or until you or your authorized agent shall furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order and/or notice of violation issued by the Minimum Housing Inspector and shall furnish to the Minimum Housing Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

FAILURE ON YOUR PART TO COMPLY WITH THIS NOTICE WILL RESULT IN A REQUEST FOR A LIEN AGAINST THE PROPERTY BY THE MUNICIPAL COURT.

Minimum Housing
1170 Main St.
West Warwick RI 02893

401-822-9222

cdavey@westwarwickri.org

THE COMPLETION DATE IS:

June 30, 2023

BY:

8:30 AM

EXHIBIT DD

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 2659 S ATTLEBORO
1100 NEWPORT AVE
SOUTH ATTLEBORO, MA 02703

Phone: (508) 761-4001
Salesperson: NFG92S
Reviewer:

SOLD TO	Name		Home Phone	
	SUREKA ANURAG		(617) 548-1074	
	Address 25 BROOK DR		Work Phone	
			Company Name PIONEER INVESTMENTS LLC	
	City FAIRHAVEN		Job Description young	
State MA		Zip 02719	County BRISTOL	

REPRINT

2023-06-27 14:27

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-690-521	1.00	EA	Wall Vent Ducting Kit /		Y	\$23.40	\$23.40*
R02	1006-777-870	1.00	PK	60-Watt Equivalent A19 Dimmable LED Light Bulb Daylight (8-Pack) /		Y	\$17.48	\$17.48
R04	0000-502-030	2.00	EA	Silicone 1 Clear All Purpose Sealant 10.1 oz /		Y	\$9.18	\$18.36*
R05	0000-502-049	1.00	EA	10.1 oz. Silicone 1 White All-Purpose Caulk /		Y	\$9.18	\$9.18*
R06	0000-471-712	1.00	EA	Spray Sock Hood /		Y	\$3.66	\$3.66*
R07	1003-306-366	3.00	EA	12 oz. Carbon Black Roof Accessory Spray Paint /		Y	\$10.48	\$31.44
R08	1006-262-661	1.00	EA	Universal 3 in. Premium Adjustable Toilet Tank Flapper /		Y	\$11.94	\$11.94*
R09	0000-563-906	1.00	EA	9 in. x 1/2 in. High-Density Pro Woven Roller Cover (3-Pack) /		Y	\$11.81	\$11.81*
R10	1002-520-946	1.00	EA	QuietFILL Platinum Complete Universal Toilet Repair Kit /		Y	\$25.19	\$25.19*
R11	1006-950-947	1.00	EA	2-7/8 in. Tub/Shower Strainer in Brushed Nickel /		Y	\$9.28	\$9.28*
R12	0000-251-702	1.00	EA	3/4 in. x 1-1/2 in. x 8 ft. White Cellular PVC Trim /		Y	\$9.28	\$9.28*
R13	1000-049-195	1.00	EA	1 gal. Mold Killing Interior/Exterior Primer /		Y	\$39.19	\$39.19*
R14	0000-928-046	1.00	GA	1 gal. Ultra Pure White Semi-Gloss Enamel Low Odor Interior Paint & Primer /		Y	\$30.38	\$30.38*
R15	0000-220-172	1.00	EA	Adjust-a-flush Flapper /		Y	\$5.92	\$5.92*
R16	0000-639-267	1.00	EA	Brush Comb /		Y	\$3.87	\$3.87
R17	1000-042-570	1.00	EA	1.89 in. x 10 yds. Bath Fan Installation Air Filter Duct Tape /		Y	\$4.37	\$4.37*

*** CONTINUED ON NEXT PAGE ***

Check your current order status online at
www.homedepot.com/orderstatus

* Indicates item markdown
Customer Copy

CARRY OUT MERCHANDISE

#1

(Continued)

REF #W02

R18	0000-258-474	1.00	EA	PL 500 10 fl. oz. Landscape Block Adhesive. /		Y	\$6.10	\$6.10*
R19	0000-159-495	1.00	EA	1/2 in. x 23-5/8 in. x 23-5/8 in. Patch and Repair Drywall /		Y	\$6.94	\$6.94*
R20	0000-617-475	6.00	EA	12 oz. Satin Granite General Purpose Spray Paint /		Y	\$6.15	\$36.90*
R21	0000-984-590	4.00	EA	Alex Plus 10.1 oz. White Acrylic Latex Caulk Plus Silicone /		Y	\$3.58	\$14.32
							MERCHANDISE TOTAL:	\$319.01
END OF CARRY OUT MERCHANDISE - REF #W02								

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

: ;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$319.01
SALES TAX	\$19.95
TOTAL	\$338.96
BALANCE DUE	\$0.00

END OF ORDER No. H2659-259676

* Indicates item markdown
Customer Copy

ATTORNEY GENERAL PRODUCTION
PIONEER INVESTMENT RECORDS 10.25.2023
004170

EXHIBIT EE

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

[7/7/23, 6:34:43 PM] Anurag: Mark please take a look
[7/7/23, 7:02:39 PM] Mark : No one is answering the door
[7/7/23, 7:36:22 PM] Mark : Water not leaking under sink. Looks like the leak is coming from the drain pipe underground. She mentioned that it started happening right after someone came and fixed her toilet, about a month ago.
[7/12/23, 5:31:17 PM] Sharon Property Manager: Ok Mark. Here is Justin's phone number 401-219-3837... he will be home in about 5 minutes
[7/25/23, 1:24:06 PM] Anurag: There is smoke detector off the ceiling at 6 Fletcher st 2nd floor.
[7/25/23, 5:12:12 PM] Mark : Heading there now
[7/25/23, 5:26:09 PM] Mark : No one answered, is it vacant?
[8/3/23, 12:08:38 PM] John : Had to get gas
[8/3/23, 12:08:42 PM] John : Five minutes away
[8/3/23, 12:08:59 PM] Mark : K
[8/7/23, 6:42:55 PM] Anurag: What unit is this on
[8/7/23, 6:42:59 PM] Anurag: 9 Anthony.
[8/7/23, 6:52:22 PM] John : 2nd right from back spoke to him he's taking care of it
[8/7/23, 7:17:42 PM] Mark : Double sink, one side has hole punctured in it, so water obviously leaking through hole. I can replace sink tomorrow afternoon when they are home. In the meantime, they can use the bowl on the other side, if needed
[8/7/23, 7:19:21 PM] John : Did you let them know you will be back tomorrow?
[8/7/23, 7:19:57 PM] Mark : Yes
[8/7/23, 7:20:52 PM] Mark : Will also put new board on bottom of cabinet
[8/7/23, 7:21:16 PM] John : Yes!
[8/8/23, 5:55:56 PM] Mark : Finished under the sink, at Anthony st
[8/8/23, 5:56:16 PM] John : You fill it up and test it?
[8/8/23, 5:57:26 PM] Mark : No leaks, and I had the piece we needed
[8/8/23, 5:58:16 PM] John : Nice
[8/8/23, 5:58:19 PM] John : Thanks
[8/8/23, 6:41:43 PM] Anurag: did you tell them they Mark is going to be there
[8/8/23, 6:41:52 PM] Anurag: we really really need to be there tomorrow
[8/8/23, 6:41:59 PM] Anurag: Sharon please tell them
[8/8/23, 6:42:28 PM] Sharon Property Manager: They are waiting for him still 🤔
[8/8/23, 6:43:03 PM] Sharon Property Manager: Any way we can get there tonight to change their lock....??
[8/8/23, 7:01:54 PM] Anurag: I thought you changed it
[8/8/23, 7:02:08 PM] Anurag: Mark has already left
[8/8/23, 7:19:12 PM] Mark : Can they just give us the code, and we'll do it tomorrow
[8/8/23, 8:05:16 PM] Sharon Property Manager: I will ask them...
[8/11/23, 8:23:36 AM] Anurag: 10 12_Youngs_Ave_Violations[1].pdf • 5 pages document omitted
[8/11/23, 8:37:30 AM] Mark : Do we know which unit(s) these issues were found in? And you want me to go inside the units?
[8/11/23, 8:37:52 AM] Anurag: same unit you were there yesterday
[8/11/23, 8:38:10 AM] Mark : Ok
[8/11/23, 9:04:52 AM] Mark : Looks like all issues were addressed
[8/11/23, 10:52:47 AM] Anurag: *65 Prospect Hill Ave unit B*
--2 large drip pans for electric stove
--Batteries for thermostat
--Light put back together in front bedroom on 2nd floor

EXHIBIT FF

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Town of West Warwick, RI

Inspection Report

Inspection: Minimum Housing Inspection

Inspector: Charles Davey

Inspection Date: Aug 24, 2023

Record: Minimum Housing #MH-23-131

Location: 12 YOUNGS AVENUE, West Warwick, RI 02893

Applicant:

Minimum Housing - Exterior

Overall Result: Pass

Checklist:

* 8-146 Junked Vehicles

No owner, operator or occupant of any building, structure, dwelling or dwelling premises, and no operator or owner of any motor vehicle or watercraft herein described, shall keep, park, store, leave inoperative wrecked, junked, dismantled, being restored or rehulled, motor vehicle or watercraft of any kind or parts thereof on any premises with the town, except in connection with a legally operated enterprise. For the purpose of this section, the terms "inoperative, wrecked, junked, dismantled, being restored or rehulled" shall mean any motor vehicle or watercraft that is unregistered, has no valid inspection

sticker or is not validly registered with the state. "Watercraft" shall include any boat, ship, vessel or personal watercraft (i. e. jet ski) of any size propelled by motor or wind power. Kayaks, canoes and dinghy's if less than 13 feet in length are exempt.

Result: Pass

Remarks:

All vehicles were in visibly drivable condition and had registration plates.

Minimum Housing - Heating, Plumbing & Electrical

Overall Result: Pass

Checklist:

605.1 Safe and Approved Electrical Installation

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Result: Pass

Remarks:

Light is operable.

Minimum Housing - Lead Related

Overall Result: Pass

Checklist:

§ 42-128.1-8 Provide Tenants

(4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of the independent clearance inspection; and (iii) information about how to give notice of deteriorating conditions;

Result: Pass

305.3 Interior surfaces

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Result: Pass

Remarks:

Walls have been repaired. No peeling paint observed.

Minimum Housing - Safety

Overall Result: Pass

Checklist:

309.1 Infestation

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper

precautions shall be taken to prevent reinfestation. (More than one unit or the common areas(s) in a multi-unit building must be infested for it to be the property owners responsibility.)

Result: Skip

Remarks:

Property owner stated that property was treated by Lincoln Pest control and he will provide invoice.

EXHIBIT GG

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

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. UPTALA BANDY,
in her capacity as Interim Director,
RHODE ISLAND DEPARTMENT OF HEALTH,
Plaintiffs

vs.

C.A. NO. PC-2023-02652

PIIONEER INVESTMENTS, L.L.C.;
ANURAG SUREKA,
Defendants

DEPOSITION of JASON IGO, taken on behalf of the
Plaintiffs, on Tuesday, December 12, 2023, at the offices of
DEPARTMENT OF ATTORNEY GENERAL, 150 South Main Street,
Providence, Rhode Island 02903, commencing at 1:00 p.m.,
before Linda S. Pezza, Notary Public, Certified Stenographic
Reporter.

- - -

REBECCA J. FORTE COURT REPORTING
Certified Professional Court Reporters
33 Rollingwood Drive
Johnston, Rhode Island 02919
401.474.8441

APPEARANCES

For the Plaintiffs:

KEITH HOFFMAN, SPECIAL ASSISTANT ATTORNEY GENERAL
RILEY M. O'BRIEN, SPECIAL ASSISTANT ATTORNEY GENERAL
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For the Defendants:

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BOYLE SHAUGHNESSY LAW PC
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Also Present: Anurag Sureka

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(COMMENCED AT 1:08 P.M.)

JASON IGO

Called for examination by Counsel for Plaintiffs, being first duly sworn or affirmed, was examined and testified on his oath as follows:

THE REPORTER: Would you state your name for the record, please.

THE DEPONENT: Jason Igo.

DIRECT EXAMINATION BY MR. HOFFMAN

Q Okay. Mr. Igo, nice to meet you. We just spoke briefly before, my name is Keith Hoffman, and I'm the -- one of the attorneys for the State of Rhode Island, the Attorney General's Office, and the Department of Health in this lawsuit. Have you ever been deposed before?

A No.

Q Okay. Ever testified in a trial before?

A No.

Q Okay. So, this is all new to you --

A Yes.

Q -- and I'm here to tell you that I hope it won't be that bad. If I'm ever talking too quickly or not making sense, please just tell me to slow down or to rephrase the question. Does that sound good?

A Yes.

1 Q If you answer the question, I'm going to assume
2 you understood it. Is that okay?

3 A Yes.

4 Q And our stenographer may also ask us to slow down
5 periodically, that's just so that she can take notes. Okay?

6 A Okay.

7 Q And if we use our hands or we nod our heads or
8 shake our heads, she can't take that down --

9 A Okay.

10 Q -- so if you are doing that sort of thing, I might
11 just say, Could you answer orally, or something to that
12 effect?

13 A Okay.

14 Q And lastly, I will do my best not to talk over
15 you. I sometimes do that, because I, as you may tell, speak
16 quickly in a caffeinated way, you might do the same thing,
17 so if you are kind of talking over me or if I'm talking over
18 you, somebody will remind us to not do so. Okay?

19 A Okay.

20 Q Could you please provide your current address?

21 A 259 Diamond Hill Road, Warwick, Rhode Island.

22 Q Okay. And that's your personal address, right?

23 A Correct.

24 Q And do you have a business address?

1 A No.

2 Q Okay. And earlier, you said that your name is
3 Jason Igo, have you ever used any other names than that
4 name?

5 A No.

6 Q Okay. But you sometimes go by "Jay," correct?

7 A Sometimes, yes.

8 Q Okay.

9 (OFF THE RECORD DISCUSSION)

10 Q You're aware that there is a lawsuit going on,
11 correct?

12 A Correct.

13 Q And that lawsuit is the State of Rhode Island, the
14 Rhode Island Attorney General's Office, and the Department
15 of Health against Pioneer Investments and Anurag Sureka,
16 correct?

17 A Correct.

18 Q So for purposes of this deposition, when I refer
19 to "Pioneer," I mean both Mr. Sureka and Pioneer
20 Investments, both of the Defendants in this lawsuit, is that
21 okay?

22 A Yes.

23 Q Okay. So if I say, for example, did Pioneer tell
24 you to do that, I will mean Mr. Sureka or Pioneer the

1 company, okay?

2 A Okay.

3 Q Are you taking any medication today or is there
4 some other condition that would interfere with your ability
5 to testify here today?

6 A No.

7 Q Okay. Did you do anything to prepare for this
8 deposition?

9 A No.

10 Q Did you meet with your attorney, Mr. Calettri?

11 A No.

12 MR. CALETTRI: Objection, I'm not his
13 attorney. I'm not representing him today. I've never
14 spoken to him, seen him, or met him before today. I am
15 not representing him at this deposition.

16 Q Okay. Have you spoken with Mr. Calettri, the
17 attorney for Pioneer?

18 A No.

19 Q Have you spoken with Mr. Sureka about the
20 deposition?

21 A Just about the date.

22 Q Just about the date. So, you haven't spoken about
23 any allegations in the lawsuit, or work that you may or may
24 not have done related to this deposition?

1 A So, he explained to me what the lawsuit is
2 regarding, but that's about it.

3 Q Okay. And did he do that just, you know, before
4 you knew that you were being deposed, or after you knew that
5 you were being deposed?

6 A I don't recall.

7 Q Okay. All right. So, I just want to go briefly
8 over your background. Have you lived in Rhode Island since
9 you were -- since you started working?

10 A Yes.

11 Q Okay. And what is your -- when you first
12 graduated from school, did you -- what was your first job?

13 A Roofing.

14 Q Roofing, okay. And have you been working in the
15 trade since then?

16 A Yes.

17 Q Okay. And so you've been doing roofing and what
18 other sort of work?

19 A Roofing and maintenance.

20 Q Okay. Have you ever done any contracting work or
21 subcontracting work?

22 A Yes.

23 Q Okay. And we'll get into, in a little bit later,
24 you know, what maintenance sort of work is, or means, but

1 before we get there, do you hold any certifications or
2 licensures related to your job?

3 A I have a General Contractor's License.

4 Q Okay. Any other licenses or certifications?

5 A An RPB or RRP.

6 Q Okay. Do you know what that stands for?

7 A No, it's -- I can't think of it right now, I'm
8 drawing a blank.

9 Q Okay. And is that -- what is that licensure or
10 certification related to?

11 A It's just regarding paint, lead and whatnot.

12 Q Okay. And when did you obtain that licensure or
13 certification?

14 A I don't recall.

15 Q Was it this year, or --

16 A It was this year.

17 Q Okay. And was it in the winter of this year, the
18 spring, the summer?

19 A I don't recall, I don't recall.

20 Q You don't recall, okay. Was it in the last month?

21 A No, it was a few months ago.

22 Q A few months ago. So, was it sometime over the
23 summer?

24 A Possibly, I don't recall.

1 Q Okay. Could you give me any more -- anything that
2 could jog your mind about when you obtained that licensure
3 or certification?

4 A I don't recall.

5 Q Okay. Did you have to do anything to get that
6 certification or licensure?

7 A I had to do a class.

8 Q Okay. And what class was that?

9 A Just an online class.

10 Q Okay. And who did you take that online class
11 through or with?

12 A I don't recall.

13 Q Okay. How long was the online class?

14 A Four or 5 hours, I believe.

15 Q Okay. And what -- did you get a piece of paper at
16 the end of that or was something e-mailed to you that
17 said --

18 A Yeah, e-mailed it, sent it over.

19 Q Okay. And what -- do you have that in your e-mail
20 now?

21 A Possibly, yeah.

22 Q Okay. We may cover that a little bit later. And
23 what did that licensure or certification related to RRP --

24 MR. CALETRI: Are you saying RRP, is that

1 what you're saying?

2 MR. HOFFMAN: RRP.

3 MR. CALETRI: RRP.

4 Q I believe that's what you had said, right?

5 A Yeah.

6 Q Yeah. Was that licensure or certification related
7 to RRP, did it -- what licensure or certification did it
8 obtain for you?

9 A Just gave me the knowledge of how to basically do
10 work safely.

11 Q And so, are you a Certified Lead Renovator?

12 A Yes.

13 Q Do you have a Lead Renovation Firm License?

14 A No.

15 Q Okay. Now, you work for Pioneer Investments,
16 right?

17 A No, I work for myself.

18 Q Okay. You do work for Pioneer Investments, right?

19 A I do work for them, yes.

20 Q And how long have you been doing work for Pioneer
21 Investments?

22 A On and off for about a year and a half.

23 Q And before that time, who's your last -- did you
24 ever have a full-time employer besides yourself?

1 A I've been self-employed.

2 Q Since?

3 A Since I started my own thing.

4 Q Okay. And when -- just -- I don't need to go
5 through your whole employment history, but like, when did
6 you finish school?

7 A 2003.

8 Q Okay. And what -- what was that, was that high
9 school, college?

10 A High school.

11 Q Okay. And you went to roofing right from there?

12 A Yes.

13 Q And then, you've been working for yourself since
14 that time; is that correct?

15 A Correct.

16 Q Okay. But you've had different employers or
17 people you do work for since that time, correct?

18 A Correct.

19 Q And sometimes, you primarily do work for somebody
20 or some --

21 A Not really.

22 Q -- entity, or not?

23 A Whoever's paying me the most at the time.

24 Q Whoever's paying you the most at the time.

1 A Yeah, whatever job is paying the most at the time.

2 Q And so how did you begin to work with Pioneer?

3 A Work got slow, a friend gave me his number, I gave
4 him a call and started work.

5 Q With Pioneer?

6 A Yes.

7 Q You said "work got slow," what work got slow?

8 A So, the contracts slowly started to slow down and
9 a buddy of mine gave me his number and he's been giving --
10 sending me work pretty often.

11 Q Okay. You work with other people doing Pioneer
12 projects, correct?

13 A I work with myself. I communicate with others,
14 but I work by myself.

15 Q Okay. Could you name the others that you
16 communicate with?

17 A Off the top of my head, I speak with John, Louis,
18 Sharon, Mark occasionally, Anurag occasionally.

19 Q Okay. Do you know anybody's last name, who you
20 just listed?

21 A No, I don't.

22 Q And do those folks ever do actual work with you or
23 do you just communicate with them?

24 A I just communicate. They kind of -- if I can't

1 get ahold of him, or somebody else, I basically go through
2 the line to find out what has to be done. Basically, in the
3 morning, I call somebody to find out what has to be done and
4 take it from there.

5 Q Okay. And have you ever done work with another
6 individual in a Pioneer unit?

7 A I don't recall, no, I don't believe so.

8 Q Okay. So, generally, when you're doing work for
9 Pioneer, it's working alone?

10 A Yeah.

11 Q Have you -- had any of those people that you just
12 listed off, who you communicate with at Pioneer, do any of
13 them not work at Pioneer anymore?

14 A Not that I'm aware of.

15 Q Okay. You said that you heard from a friend that
16 Pioneer was in need of work about a year and a half ago --
17 in need of a worker about a year and a half ago and you
18 contacted Mr. Sureka; is that right?

19 A Correct.

20 Q Do you know who the person was that had told you
21 that Pioneer needed workers?

22 A I believe it was actually my wife, I think she
23 seen the ad or something on Craigslist.

24 Q Okay. So, you think it was an ad on Craigslist

1 that directed you to call Mr. Sureka?

2 A I believe so.

3 Q When you began doing work for Pioneer, was there
4 any sort of training? Was there any sort of training?

5 A No.

6 Q So, could you explain to me, if you recall, just
7 how you came to be at the first Pioneer project that you did
8 work on?

9 A I gave him a call, he tested me out, he sent me to
10 do a job and had me clean out a house that he purchased.

11 Q Okay. You said he tested you out, what does that
12 mean?

13 A Well, I mean, when you hire somebody, you've got
14 to see what they're capable of doing before you keep using
15 them.

16 Q So, was the test out on the phone or was it that
17 first job?

18 A I would say it was the first job.

19 Q Okay. And do you remember which address that was?

20 A I don't recall.

21 Q Okay. So -- but you indicated it was a property
22 that Mr. --

23 A A property, yeah.

24 Q -- that Pioneer had purchased?

1 A I believe that he just purchased it.

2 Q And you said it was to clean it out, what does
3 that mean?

4 A Either the tenants or the people that owned it
5 prior just left everything behind, completely trashed. I
6 rented a dumpster and cleared it out and put everything in
7 the dumpster.

8 Q Okay. Now, since that time, you've been doing
9 work for Pioneer with some frequency, right?

10 A Yes.

11 Q About how many hours a week do you work for
12 Pioneer on average?

13 A It does vary but, roughly 30 hours a week.

14 Q Roughly 30 hours a week, okay. And what is your
15 wage?

16 A I believe roughly 30 bucks an hour.

17 Q Thirty an hour, okay. And is that paid in cash?

18 A It's through Cash App.

19 Q Cash App, okay. And how often are you paid?

20 A Depending on -- basically, we'll get paid at the
21 end of the week, but if I didn't work that week, it would be
22 the next week that I work.

23 Q Okay. So Pioneer settles up with whatever is owed
24 at the end of the week for the work done the week prior; is

1 that right?

2 A Unless I call him and tell him, hey, this job is
3 done, can you pay me for this job. Basically, if I'm low on
4 money, you know, I'll bother him for money, but other than
5 that, I won't bother him till Friday or Saturday.

6 Q Got it, okay. And so, tell me how that works, you
7 submit some sort of a document that says the number of hours
8 you've worked, or you text Mr. Sureka?

9 A That varies as well. Sometimes, it's verbally,
10 sometimes, I'll send -- depending on how urgent I need to
11 get paid.

12 Q Okay. But generally, you'll tell him, I worked,
13 for example, 32 hours last week and --

14 A Yeah, correct.

15 Q -- then he will pay you \$960 --

16 A Correct.

17 Q -- through the Cash App; is that right?

18 A Correct.

19 Q Okay. And I'm sorry, did you say it was about \$30
20 an hour or exactly \$30 an hour?

21 A I guess -- you could say \$30 an hour.

22 Q Okay. So, could you explain why it wouldn't just
23 be \$30 an hour?

24 A Well, if it was a job I didn't want to do and he

1 had nobody else to do it, I might charge a little more.

2 Q I see. But generally, do you tell him the number
3 of hours that you worked, and then he gives you payment
4 based on numbers of hours, or do you --

5 A Yes.

6 Q And when you give him hours, it's at \$30 per hour,
7 right?

8 A Yes.

9 Q Okay. But then -- just so I understand,
10 occasionally, there will be a job such as, I need you to
11 clean out this house and let's say it's in bad shape, you
12 might say, I want \$3,000 for that job and that's not an
13 hourly wage; is that right?

14 A Correct.

15 Q Okay. Do you get any benefits through your work
16 for Pioneer?

17 A No.

18 Q Do you get retirement benefits?

19 A No.

20 Q Do you get health care benefits?

21 A No.

22 Q Do you get short-term disability benefits?

23 A No.

24 Q Do you get long-term disability benefits?

1 A No.

2 Q Do you have any dependents, children, a spouse?

3 A I have five children.

4 Q Well done. Okay. So, do those kids get any
5 benefits of any kind from Pioneer?

6 A No.

7 Q Do you have a partner or spouse?

8 A My wife.

9 Q Okay. Does your wife get any benefits of any kind
10 from Pioneer?

11 A No.

12 Q Okay. Now, you had indicated that you do
13 occasionally do work for some other folks?

14 A Correct.

15 Q Who -- how many other people are you doing work
16 for?

17 A Roughly, 5 to 10 people, at a given time.

18 Q At a given time. And are those kind of like -- I
19 don't want to say one time jobs, but you're working 30 hours
20 approximately per week for Pioneer, so there isn't that much
21 time left in the week?

22 A So that's -- I make my own schedule. I don't have
23 to go in if I don't -- if I have something else.

24 Q Understood, understood. But, you know, I've got

1 two kids, I imagine with five, you've got a lot on your
2 plate. So I imagine -- about how many hours a week do you
3 work in total?

4 THE DEPONENT: With him and without him?

5 Q -- For Pioneer or anybody else?

6 A Combined, roughly 60 to 70 hours a week.

7 Q Okay. So, you're working 30 to 40 hours a week
8 for other folks on top of the work for Pioneer?

9 A Correct.

10 Q Okay. And that is, you said, about 5 or 10
11 different people at any given time, right?

12 A Correct.

13 Q And are most of those people, people like Pioneer
14 where you have, like, ongoing long-term relationships, or
15 are they people who learn about you and they have a job to
16 do on their house and they might not call you for a year?

17 A I have clients that call me weekly, I have clients
18 that call me once a year.

19 Q Okay. Who is your largest client?

20 A I would have to say Bob McCann from The 02908
21 Club.

22 Q What do you do for Mr. McCann?

23 A Just maintenance, property management.

24 Q Okay. Is it similar to the work that you do for

1 Pioneer?

2 A Correct.

3 Q But it just is more often?

4 A I wouldn't say more often. I -- it, basically,
5 02908 pays me more, so if there -- if there's a job that's
6 going to take, say, 3 hours and I'm going to make 1500 off
7 it, I'm going to go do that, as opposed to working 30 hours
8 a week for him.

9 Q Yep, that's a good wage.

10 A Yeah.

11 Q And John and I are in the wrong line of work. So
12 basically, when you get paid more by somebody, you're going
13 to have their job take precedence over the work that you're
14 doing for Pioneer, for example?

15 A Yes, correct.

16 Q But you said that you work 60 to 70 hours total a
17 week, about half of that is Pioneer?

18 A Working for Pioneer.

19 Q So most of your hours, your largest --

20 A Hour-wise, yes, correct, I work for him hour-wise
21 the most.

22 (OFF THE RECORD DISCUSSION)

23 Q So, you're saying that the client of yours that
24 you work for the most in terms of hours is Pioneer, correct?

1 A Correct.

2 Q And has it been that way for the last year and a
3 half, or so?

4 A Yes.

5 Q Okay. So when you file taxes, you declare
6 yourself an independent contractor; is that right?

7 A Correct.

8 Q Okay. So, I now want to get into the work that
9 you really do for, in general, but mainly for Pioneer?

10 A Okay.

11 Q So what sort of work do you do for -- have you
12 done for Pioneer over the last year and a half or so?

13 A So, I just do maintenance, repairs, that's about
14 it.

15 Q Okay. Although, obviously, what goes into
16 maintenance and what goes into repairs can be really
17 different depending on the job, right?

18 A Absolutely.

19 Q Okay. So putting all that aside, just the average
20 day that you're working for Pioneer, how do you get -- how
21 are you told what the job is going to be?

22 A So, I'll speak with either Sharon or John or Mark,
23 or whoever, and find out what's on the schedule for the day
24 and who's taking care of what and what's left over, because

1 I'm usually the last person to come in throughout the day.
2 So, I'll basically just get the list and I'll just start
3 knocking it out one by one.

4 Q Okay. So, is this done in person or not in
5 person?

6 A It's usually verbally on the phone, John or
7 Sharon.

8 Q On the phone. Is it ever done in person?

9 A Occasionally.

10 Q If it's done in person, where is it going to
11 happen?

12 A So, it will just be we'll be at a property or
13 something and John will have to be there or Sharon will have
14 to be there and they'll tell me what to do there.

15 Q Got it. But sometimes it's done over the phone,
16 right?

17 A Correct.

18 Q And is it sometimes done over messages?

19 A Occasionally.

20 Q Okay. Is it done by, like, a big group chat?

21 A So, we have a maintenance group chat, so, yes, a
22 group chat, yes.

23 Q And then, is it also done by chats between, say,
24 you and Sharon, or you and John, or you and Mr. Sureka?

1 A Occasionally, but the majority of everything goes
2 through Maintenance. It's very rare if it goes through,
3 like, a personal chat.

4 Q Okay. So, you said that you're the last one in in
5 the day, what does that mean?

6 A I've got five kids, so I'm running around getting
7 my kids to school and this and that.

8 Q Okay. So after everyone's in school, you check in
9 with who to get your assignment?

10 A Whoever answers. I'll usually call Sharon first.
11 If she don't answer, I call John, and I'll go down the line.

12 Q Do you ever call Mr. Sureka?

13 A He's usually the last person I contact, because I
14 know he's busy, and we try not to bother him as much as
15 possible.

16 Q And what is Sharon's job?

17 A She rents out the apartments, she shows the
18 apartments.

19 Q Okay. For Pioneer?

20 A Yes.

21 Q And what is John's job?

22 A Basically, the same thing, but he's, like, kind of
23 in charge of telling or dispersing the work out at the same
24 time, I guess.

1 Q Okay. So, when you go to a job, a Pioneer job,
2 who -- do you bring equipment or is equipment provided to
3 you?

4 A I bring my tools.

5 Q Okay. And what tools do you bring with you?

6 A My truck is loaded with everything.

7 Q Loaded with everything, all right. And so, could
8 you just kind of briefly run through the tools that you use
9 most often when you're doing this sort of work for Pioneer?

10 A Mainly wrenches, monkey wrenches, every once in a
11 while a hammer.

12 Q And the wrenches are to do plumbing work?

13 A Yes, we often end up with leaks under the sinks,
14 so.

15 Q All right. So this is probably a good time to get
16 into what sort of work is maintenance and repair, because I
17 know that those terms can have a lot of different -- a lot
18 of different things can fit underneath them, right?

19 A Correct.

20 Q All right. So, could you tell me what are kind of
21 the most common maintenance and repair jobs that you do for
22 Pioneer?

23 A It's mainly I'm lighting people's pilots right
24 about now, but again, people -- say their doorknob's not

1 working, or their key's not working, we'll change the
2 doorknobs. Occasionally, the sink's not working, we'll
3 change the faucet, or a leak under the sink, we'll fix the
4 leak, that's roughly it.

5 Q Anything else?

6 A I mean, a little bit of everything's required, I
7 guess, but that's mainly what I do.

8 Q Okay. Do you ever do any painting work?

9 A Very minor painting, I don't really do the
10 painting.

11 Q Okay. Who does the painting?

12 A I really don't know, it's not in my chat.

13 Q Who -- do you ever do any --

14 A -- Not that I don't do painting, but it's just
15 very minor painting. I try to stay away from painting, I
16 don't like painting too much.

17 Q Why?

18 A It's just very tedious, boring work.

19 Q Okay. And do you do any sort of like larger
20 repair jobs, like, what if there's a hole in the wall?

21 A If there's a hole in the wall, we'll repair it.

22 Q You'll repair it, okay. Do you do any work, like,
23 exterior painting?

24 A No.

1 Q Do you do any --

2 A -- Well, yes, hold on, yes, I do do some
3 occasionally, some exterior painting.

4 Q For Pioneer, or not Pioneer?

5 A Both.

6 Q Okay. Do you do -- like, let's say a deck or
7 stairs need to be replaced, do you do that work?

8 A Occasionally.

9 Q Okay. If, let's say, not the lock itself, but the
10 whole door needs to be replaced, would you replace that door
11 for Pioneer?

12 A Yes.

13 Q Okay. If a window needs to be replaced, would you
14 replace the window?

15 A We usually replace the glass, that way we don't
16 have to take the frame out. We just take the frame out --
17 the glass, and then we'll bring it to Lizotto's
18 (sic/phonetic) and they replace the glass and we'll just pop
19 it back in the frame.

20 Q Got it. Have you ever replaced, like, a full
21 window with a frame?

22 A I don't recall any, per se, but I have changed a
23 few windows.

24 Q But you don't recall doing that for Pioneer?

1 A No.

2 Q Have you ever done larger -- are you able to do
3 larger renovations, or is that not something that you're --

4 A I mean, I'm by myself, you know what I mean, so I
5 kind of stick to what I can handle on my own, you know.

6 Q Okay. And is that in general or is that with
7 Pioneer?

8 A That's in general.

9 Q Okay. All right. So, have you ever run into a
10 situation where you need something for a job but -- for
11 Pioneer, but you don't have the tool?

12 A Yes.

13 Q Okay. And what would you do then?

14 A I would call John or Sharon or Anurag, and if I
15 don't have the money, I ask them to purchase it and I'll pay
16 them for it.

17 Q Sorry, they'll buy it and then you'll pay them for
18 it?

19 A Yep.

20 Q Okay. You'll pay them back and then you'll keep
21 the tool?

22 A Correct.

23 Q Okay. And what about materials?

24 A So, they're responsible for the materials.

1 Q Okay. So, like paint, scrapers, sandpaper,
2 plaster, those are all things that they would buy?

3 A No, we don't really do any -- well, I don't know
4 what they do, I don't do any spray paint, that's not allowed
5 anymore.

6 Q So what sort of thing would they buy?

7 A Ideally, just compound or something like that, it
8 would be compound or --

9 Q What's compound for?

10 A For touching up holes or whatever.

11 Q Yep. What else?

12 A Again, like you said, the door, maybe a door or a
13 sink, faucets, toilets, that's kind of my job, that's kind
14 of what I do.

15 Q And when you -- do you go to Home Depot to get
16 that stuff?

17 A Correct.

18 Q Okay. And then, do you buy it yourself through
19 Home Depot, or do you invoice it to him -- to Mr. Sureka?

20 A Ideally, we'll invoice it to them, unless we can't
21 get ahold of them for some reason.

22 Q In which case?

23 A Then we'll purchase it and he'll reimburse us for
24 it.

1 Q Got it. Is there an approval process when you go
2 to Home Depot?

3 A Yes.

4 Q What's that process?

5 A It's a text to confirm.

6 Q Text who?

7 A I don't know exactly who the text goes to, but I
8 know it goes to Pioneer.

9 Q Okay. So, give me an example of how that works?

10 A So, say I purchase a sink, I'll go to Customer
11 Service, I'll give them -- I'll say "Pioneer Investments,"
12 they type in Pioneer Investments and they'll send a text
13 over.

14 Q Home Depot will?

15 A Home Depot will.

16 Q And then somebody at Pioneer will confirm that
17 that's okay to purchase?

18 A Correct.

19 Q Okay. Do you ever have, like, a separate
20 communication with either John or Sharon or Mr. Sureka about
21 you know, what you can and can't purchase?

22 A No, basically, whatever I need for the job, they
23 don't really nitpick like that.

24 Q Except -- but then Home Depot approves or gets the

1 approval or not?

2 A Correct.

3 Q Okay. So Home Depot, you believe, sends some sort
4 of a message to Pioneer, if Pioneer doesn't respond, you
5 can't purchase the sinks, for example?

6 A Correct.

7 Q Yeah, so that, just to understand that
8 confirmation, like, is happening in realtime, like, somebody
9 need to respond to it, like, while you're there or else you
10 can't purchase the sink, for example?

11 A No, I don't believe that's how it works, because
12 when no one's answered before, I left it there and I came
13 back 3 hours later and it was ready with a slip on it to go.

14 Q Okay. Because they got approval in the meantime?

15 A Yes.

16 Q Got it. You couldn't leave unless somebody
17 approved it?

18 A Yes, with the item.

19 Q All right. When you finish a job for Pioneer, who
20 do you tell?

21 A I don't -- I guess I would tell Sharon and she
22 would tell me if there's anything else that's urgent before
23 I get to the next list -- next item on the list.

24 Q Okay. Does anybody check on the work that you've

1 done?

2 A I'm sure somebody does.

3 Q But you don't know who?

4 A I don't know who.

5 Q And when they check on it, do you know what they
6 do to check on it?

7 A No.

8 Q Have you ever talked to a tenant of Pioneer?

9 A Yes.

10 Q Is that because you are going into their
11 apartments?

12 A Correct.

13 Q And so, sometimes, you go into an apartment to do
14 work and there's somebody there?

15 A Yes.

16 Q And sometimes, you go into an apartment to do work
17 and it appears that somebody is living there, but they're
18 not there, right?

19 A Yes.

20 Q And sometimes you go into a unit to do work and it
21 appears that nobody is living there; is that right?

22 A Yes.

23 Q Okay. Before you went into a unit to do work --
24 you go into a unit to do work where somebody is living, have

1 you ever notified tenants that you were coming?

2 A I have, but usually Sharon will do that, I
3 believe -- I think they give, like, 48 hours notice before
4 we show up -- before we even know what's going on.

5 Q Right, yeah, I understand. So, one of your jobs,
6 though, is occasionally to tell tenants that you're coming?

7 A So, if it's like -- say it's a leak or something
8 like that, it's an emergency and we need to get there, we'll
9 contact the tenant and say, hey, it's an emergency, we need
10 access to your apartment, so just, as an example, the
11 apartment downstairs is getting flooded, so we need to
12 access immediately, but we won't just access without at
13 least giving them notice.

14 Q Yeah, no, I understand. But generally, it's
15 somebody else's job to do that work, but occasionally, it's
16 your job?

17 A Correct.

18 Q And it's only going to be your job to call the
19 tenant if it's an emergency?

20 A Or if someone else don't have time.

21 Q Or if so somebody else doesn't have time, okay.

22 A -- Like, I'll talk to John every once in a while,
23 and he'll be like, hey, give this person a call, I'm busy.

24 Q When you go and -- when you go to a unit and

1 somebody is there, or when you call a tenant of Pioneer, how
2 do you introduce yourself to the person?

3 A I say, How are you doing, my name is Jason, I'm
4 contacting you about some maintenance that needs to be done
5 on your property.

6 Q Okay. And they say, Who are you calling from,
7 what do you say?

8 A Pioneer Investments.

9 Q Okay. So you -- I believe earlier you talked
10 about that work that you did when Mr. Sureka or Pioneer had
11 purchased a unit and you cleaned it out, that's kind of like
12 work that's done on unoccupied apartments, right?

13 A Correct.

14 Q And so you do work at the turnover of units in
15 addition to regular maintenance work; is that right?

16 A No.

17 Q Not generally?

18 A That's just kind of how he started me off.

19 Q Okay. So, who do you know at Pioneer that does
20 work at unit turnover?

21 A That I couldn't tell you.

22 Q Okay. But you were never asked to go into a unit
23 that's unoccupied to get it ready for the next tenant?

24 A I don't recall, no.

1 Q Okay. One thing that we've heard about from
2 others is a Tenant Turnover Checklist, does that sound
3 familiar to you?

4 A Yes.

5 Q Okay. So, what's on the Tenant Turnover
6 Checklist?

7 A So, ideally, like, someone goes out there and they
8 check the sink, make sure there's no leaks, make sure the
9 toilet is running right, bathtub's running right, it's not
10 clogged, make sure the heat is working correctly, make sure
11 everything's intact.

12 Q All right. And have you run through this Tenant
13 Turnover Checklist before?

14 A I have, yes.

15 Q Yeah, okay. And so that's work that's done at
16 tenant turnover, right?

17 A Usually, that's done after the work is completed.

18 Q Okay. And is one of the things on that checklist,
19 like, just making sure the place is repainted?

20 A I don't know if he really repaints the whole spot.

21 Q You don't need to look to him.

22 A Well, I don't know -- I couldn't give you the
23 answer, you'd have to ask him, I don't really know.

24 Q Okay. And actually, one of my questions was going

1 to be, is there a physical checklist, or is this something
2 that you kind of have learned about?

3 A There is a physical checklist.

4 Q There is, okay. You don't happen to have it with
5 you, do you?

6 A No.

7 Q Okay. And is that physical checklist, like,
8 somebody goes through and actually checks off boxes on this
9 checklist before the unit is rented out again?

10 A Yes.

11 Q Okay. And this -- when you first started working
12 at Pioneer, did this checklist exist already?

13 A Yes.

14 Q Okay. And has it been in use for all the units
15 that you've -- that you're aware of since that time?

16 A I believe so, yes.

17 Q Okay. Do you have a vacuum in your truck?

18 A Yes.

19 Q Is it a HEPA vacuum?

20 A Yes, it is.

21 Q Did you always use a HEPA vacuum even before
22 getting your lead renovator license?

23 A Yes.

24 Q And I just want to run through some of the other

1 work that you might do. So, you said that you don't really
2 do painting for Pioneer, but sometimes you might?

3 A Correct.

4 Q Okay. You definitely do plumbing work for
5 Pioneer, right?

6 A I do maintenance, not -- I don't want to say
7 plumbing, because that's like plumbing spot, but if there's
8 a leak or something, I'll fix it.

9 Q Okay. Floor replacement?

10 A Occasionally, yes.

11 Q Metal work?

12 A No.

13 Q Occasionally window replacement?

14 A I don't recall replacing any actual windows for
15 them. Again, I only remember getting the windows repaired,
16 the glass.

17 Q Yep, okay. And then, when you're doing -- we'll
18 call it -- what did you call it, plumbing maintenance work?

19 A Repair work.

20 Q -- plumbing repair work, did you ever need to get
21 access to pipes in the walls?

22 A No.

23 Q So, this is, like, literally, only under the sink?

24 A It's usually under the sink or in the basement.

1 Q I'm going to -- this is going to take probably
2 5 minutes, it's not going to be the most fun 5 minutes,
3 going through all the properties to ask -- that we're aware
4 of that Pioneer owns --

5 A Okay.

6 Q -- to ask if you've ever done work at any of the
7 properties.

8 A I don't know half of his properties.

9 Q You might not know the answer to the question, and
10 that's fine, but obviously, you're under oath, and I'm just
11 going to ask you to say "yes," or "no," or "I don't know."

12 MR. CALETRI: Before you ask, are you going
13 to ask him each and every property that you believe
14 Pioneer or Anurag owns, or are you just selecting some?

15 MR. HOFFMAN: Each and every, I believe.

16 MR. CALETRI: Okay, I just wanted to make
17 sure that's what the question was. Go ahead.

18 Q All right. So, for each of the following
19 properties, if you could just answer whether you've done any
20 work ever at these properties while you've been working with
21 Pioneer. Okay?

22 A Yes.

23 Q 1-3 Pacific Street, Central Falls?

24 A No.

1 Q 6 Fletcher, Central Falls?
2 A I believe so.
3 Q 98 Railroad, Central Falls?
4 A I believe so.
5 Q 45 Sandhill Road, Charlestown?
6 A No.
7 Q 5 Anthony Street, Coventry?
8 A Yes.
9 Q 9 Anthony Street, Coventry?
10 A Yes.
11 Q 66 Overland Avenue, Cranston.
12 A I don't recall that one.
13 Q 78 Serrel Sweet Road Johnston. S-E-R-R-E-L?
14 A That sounds familiar.
15 Q 1360 Charles Street?
16 A Yes.
17 Q That's in North Providence?
18 A Yes.
19 Q 8-10 Palm Street, North Providence?
20 A Yep.
21 Q 116-118 Waterman Avenue, North Providence?
22 A I don't recall that one.
23 Q 8 Mill Street, North Smithfield?
24 A Yes.

1 Q 100 Linwood Ave., Pawtucket?

2 A That one is not ringing a bell.

3 Q 178 Division Street, Pawtucket?

4 A Yes.

5 Q 8 Knowles Street, Pawtucket?

6 A I don't believe so.

7 Q 288 Sayles Ave., Pawtucket?

8 A Yes.

9 Q 16 Sisson Street, Pawtucket?

10 A Sounds familiar.

11 Q 93 Tweed Street, Pawtucket?

12 A Yes.

13 Q 13 Sanford Street, Pawtucket?

14 A Yes.

15 Q 17 Sanford Street, Pawtucket?

16 A Yes.

17 Q 132 Spring Street, Pawtucket?

18 A I don't recall that one.

19 Q 14 South Street, Pawtucket?

20 A I think so.

21 Q 192 Summit Street, Pawtucket?

22 A Sounds familiar.

23 Q 305 Prospect Street, Pawtucket?

24 A That one sounds familiar as well.

1 Q 27 Hawes Street, Pawtucket?

2 A Yes.

3 Q 312 Walcott Street, Pawtucket.

4 A Yes.

5 Q 244 Veazie Street, Providence?

6 A I don't recall.

7 Q 16 Fairview Street, Providence?

8 A I don't recall that one either.

9 Q 52 Calla Street in Providence?

10 (STENOGRAPHER CLARIFICATION)

11 MR. HOFFMAN: C-A-L-L-A.

12 A I don't recall that one either.

13 Q 3 Stillwater Road, Smithfield?

14 A Yes.

15 Q 32 Edison Street, Warwick?

16 A No.

17 Q 38 Van Buren Street, Warwick?

18 A Sounds familiar.

19 Q 143 Riverview Ave., Warwick?

20 A I don't believe so.

21 Q 64 Border Street, West Warwick?

22 A No.

23 Q 12 Fairview Avenue, West Warwick?

24 A Yes.

1 Q 72 Highland Street, West Warwick?

2 A Yes.

3 Q 25 Madison Avenue, West Warwick?

4 A Yes.

5 Q 7 Bowen Court, West Warwick?

6 A I don't believe so.

7 Q 148 Brookside Avenue, West Warwick?

8 A I want to say yes, it sounds familiar.

9 Q Okay. 51 East Street, West Warwick?

10 A That sounds familiar as well.

11 Q 6 Epworth Avenue, West Warwick?

12 A I don't recall.

13 Q 17 McNiff Street, West Warwick?

14 A I don't recall that either.

15 Q 20 McNiff Street, West Warwick?

16 A I don't recall.

17 Q 26 Parker Street, West Warwick?

18 A 26 Parker, yes.

19 Q 30 Parker Street, West Warwick?

20 A Yes.

21 Q 87 Pond Street, West Warwick?

22 A No.

23 Q 101 Pond Street, West Warwick?

24 A Oh, wait, Pond Street, yes, both of those are

1 familiar.

2 Q Okay, 103 Pond Street, West Warwick?

3 A Yes.

4 Q 25 Prospect Hill Ave., West Warwick?

5 THE DEPONENT: Repeat that again?

6 Q 25 Prospect Hill Ave.?

7 A Yes.

8 Q 67 Prospect Hill Ave., West Warwick?

9 A Yes.

10 Q 600 Providence Street, West Warwick?

11 A Yes.

12 Q 306 Washington Street, West Warwick?

13 A I don't recall.

14 Q 28 Weaver Street, West Warwick?

15 A Yes.

16 Q 10-12 Youngs Avenue, West Warwick?

17 A I believe so.

18 Q 6 Nichols Lane, Westerly?

19 A No.

20 Q 119 East School Street, Woonsocket?

21 A Yes.

22 Q 157 Park Avenue, Woonsocket?

23 THE DEPONENT: Could you repeat that?

24 Q 157 Park Avenue?

1 A I don't believe so.

2 Q 292-294 Burnside Avenue, Woonsocket?

3 A Yes.

4 Q 99 Oak Street, Woonsocket?

5 A I don't recall.

6 Q 131 East School Street, Woonsocket?

7 A Yes.

8 Q 149 Park Avenue, Woonsocket?

9 A I don't believe so.

10 Q 97 Roberts Street, Woonsocket?

11 A Sounds familiar.

12 Q 518 Willow Street, Woonsocket?

13 A I don't believe so.

14 Q 134 First Avenue, Woonsocket?

15 A Sounds familiar.

16 Q 672 Fairmount Street, Woonsocket?

17 A I don't believe so.

18 Q 213 Third Avenue, Woonsocket?

19 A Sounds familiar.

20 Q 337 Third Avenue, Woonsocket?

21 A I don't believe so.

22 Q 60 Pleasant Street, Woonsocket?

23 A I don't believe so.

24 Q 74 Temple Street, Woonsocket?

1 A Yes.

2 Q 113 Brook Street, Woonsocket?

3 A I don't recall.

4 Q Okay. Probably about 5 minutes, maybe longer.

5 So, fair to say there are a large number of Pioneer
6 properties that you've never done any work at in the last
7 year and a half that you've been working for Pioneer, right?

8 A Yes.

9 Q Okay. And you're aware that you have not
10 personally been sued in this lawsuit?

11 A Correct.

12 Q You're aware that Mr. Sureka was deposed in this
13 litigation?

14 A Correct.

15 Q At that deposition of Mr. Sureka, he was actually
16 deposed as, like, a corporate deponent, so it was a 30(b)(6)
17 deposition actually of Pioneer Investments, not of
18 Mr. Sureka. Okay?

19 A Okay.

20 Q At that deposition, Mr. Sureka, as Pioneer
21 Investments, indicated that you could be personally liable
22 for certain work that you had done at Pioneer Investments
23 over the last year and a half, does that sound right to you?

24 MR. CALETRI: I'm going to object, but you

1 can answer. I don't represent you. Objection to the
2 form of the question.

3 A I don't recall.

4 Q Okay. When you're -- when you do work for
5 Pioneer, do you use any personal protective equipment ever?

6 A Yes.

7 Q What equipment do you use to protect yourself?

8 A Whatever is required.

9 Q Such as?

10 A Say, a mask or suit or gloves.

11 Q Okay. Mask, suit, gloves --

12 A Sometimes a hardhat.

13 Q -- a hardhat.

14 A Depends.

15 Q -- Goggles? What sort of projects have you used
16 such protective equipment on?

17 A Dirty, moldy, or dusty basements, that's usually
18 ideally when I'll wear a mask.

19 Q What else?

20 A Gloves, dirty areas, any time I'm doing anything
21 plumbing, I'll always wear gloves.

22 Q Any other times you've worn equipment besides
23 basement or plumbing work?

24 A I mean, I'm always taking proper precautions, I

1 just don't recall ever really having to use them unless
2 necessary, like I said, dealing with unsanitary something.

3 Q Do you do anything ever to protect the work zone?

4 A Depending on what I'm doing.

5 Q Okay. Such as?

6 A Usually, I'll put a cloth down on the floor, or if
7 it's something like -- like a door, or something like that,
8 we'll wrap the door in plastic.

9 Q Wrap the door in plastic on its way out of the
10 apartment?

11 A Yes.

12 Q So that it -- why?

13 A Just so you don't make a mess.

14 Q Okay. Do you ever put signs up around the work
15 zone when you're doing work?

16 A No.

17 Q No, all right. You said that you've done some
18 floor replacement, is that right, for Pioneer?

19 A Yes.

20 Q Do you remember which properties?

21 A I don't.

22 Q Okay.

23 (OFF THE RECORD DISCUSSION)

24 (BRIEF RECESS)

1 Q Mr. Igo, we were just talking about the course
2 that you took to get your Lead Renovator License. You said,
3 I believe earlier, that that was, like, sometime in the
4 summer, but you don't know exactly when?

5 A Correct.

6 Q And you said that it was an entirely online
7 course; is that right?

8 A Correct.

9 Q So there was no, like, in person component?

10 A Correct.

11 Q And that was done through some online company?

12 A I guess, I couldn't tell you.

13 Q Okay. And you don't know the name of that
14 online -- I don't know what we want to call it -- company or
15 organization?

16 A No.

17 Q Okay. Do you know if they were based in Rhode
18 Island?

19 A I believe so.

20 Q Okay. Why do you think so?

21 A Because usually codes change throughout the state,
22 so if they're teaching in Rhode Island, it will usually be
23 Rhode Island based.

24 Q That makes sense. And you said that they e-mailed

1 you, like, something that said that you completed the online
2 course after, right?

3 A Yep.

4 Q And you have that in your e-mail, but you said
5 that you don't --

6 A I believe I have it.

7 Q You believe you have it in your e-mail, and you
8 said you would provide that to us after this deposition?

9 A I could, yes.

10 Q Okay, thanks. All right, I want to ask you a
11 little bit more about -- oh, yeah, why did you go with that
12 particular online organization or school or whatever it was?

13 A It was the cheapest one.

14 Q Okay. Do you know about how much it cost?

15 A I don't recall.

16 Q Was it 500 bucks or 50 bucks?

17 A I really couldn't tell you, I don't recall.

18 Q Okay. Did you pay for it, or did Pioneer pay for
19 it?

20 A I believe I paid for it.

21 Q Okay. Were you reimbursed?

22 A No.

23 Q Okay. I want to ask a little bit more about the
24 work at Pioneer that you've done over the last year and a

1 half or so.

2 A Okay.

3 Q So, have you met -- you said you often work alone,
4 right?

5 A Um-hum.

6 Q You've met John; is that right?

7 A Correct.

8 Q You've met Sharon?

9 A Correct.

10 Q You've met Mr. Sureka?

11 A Correct.

12 Q And have you met, personally, anybody else who
13 works for Pioneer?

14 A Just Mark and Sharon, those are the only other
15 two, I believe.

16 Q So Mark, Sharon, John and Mr. Sureka?

17 A Mark, Sharon, John, Anurag -- yeah.

18 Q Okay. So, have you ever been in a room with all
19 of those people who you've met with Pioneer at once?

20 A No.

21 Q So, it's all just you and Mark, or you and Sharon,
22 for example; is that right?

23 A Ideally, it's just me, but sometimes she'll be
24 showing an apartment or whatnot while I'm there, you know.

1 Q Okay. And when you complete a job, you said that
2 you will often notify somebody, right?

3 A Yes.

4 Q And that will be Sharon, or Mark or --

5 A John.

6 Q -- John or Mr. Sureka, correct?

7 A Yes.

8 Q And then, you said somebody will come and make
9 sure that the work --

10 A I believe, I'm not sure.

11 Q Sorry, I'm just going to finish it. You said that
12 somebody may come and review the work in some way?

13 A Possibly.

14 Q Okay. And do you ever, like, send an image of the
15 work that you've done, or do you just say, "the work's
16 done"?

17 A No -- yeah, we'll just say it's done.

18 Q Okay. Have you ever gotten any feedback from
19 Mr. Sureka or anybody about your work for Pioneer?

20 A No.

21 Q Nobody's ever said your work's terrible?

22 A No.

23 Q Nobody's ever said your work's great?

24 A No.

1 Q Nobody's ever said anything about your work?

2 A No.

3 Q Okay. But they continue giving you your jobs, so
4 you assume --

5 A I assume.

6 Q -- your work is okay?

7 A Yep.

8 Q Okay. I want to go through a few different
9 questions here about some of the properties. I'm going to
10 put this stuff right in front of you. These are labeled 1
11 through 9 on top, I'll give you some time when it comes to
12 it to figure out what you're looking at.

13 A Okay.

14 Q But let me just give you -- could we go off the
15 record for a minute.

16 (OFF THE RECORD DISCUSSION)

17 Q All right. So, we're going to go through these --
18 some questions about specific properties and we may go into
19 these documents that are in the volumes in front of you.
20 Okay?

21 A Okay.

22 Q So, one of the properties that we talked about
23 earlier is 10-12 Youngs Ave., West Warwick, right?

24 A Yes.

1 Q And did you indicate that you've done work at that
2 property before?

3 A I indicated I believe.

4 Q Yep, okay. Can you go to Volume 8.

5 A Yep.

6 Q If you could turn to page 4300?

7 A Yep.

8 Q Okay. So, as we discussed earlier, these
9 documents were provided to my office by Pioneer in this
10 case. Okay?

11 A Okay.

12 Q If you could look in the middle of the page on
13 7/7/23 at 12:58 p.m., there's a message that says, "Anurag:
14 Jay, 10 Youngs Ave.," and then other properties, correct?

15 A Correct.

16 Q Okay. And so what is -- what does that message
17 mean to you?

18 A It's just the addresses, I'm not -- I don't recall
19 what I was going there for.

20 Q Okay.

21 A -- So, that's regarding cleaning up the yards.

22 Q Why do you think it's regarding cleaning up yards?

23 A Because it says "front and back."

24 Q That's for 30 Weaver, right?

1 A That would be for 10 Youngs Ave., 12 Fairview, 30
2 Weaver, so I'm assuming this is probably landscaping.

3 Q I'm sorry, why are you assuming that it's
4 landscaping?

5 A Because it's multiple addresses and it says "front
6 and back."

7 Q So, it says "Jay, 10 Youngs Ave., 12 Fairview, 30
8 Weaver front and back, 600 --

9 A Correct.

10 Q -- Prov. Street, Madison," correct?

11 A Correct.

12 Q So, it doesn't say 10 Youngs Ave. front and back,
13 does it?

14 A It's referring to front and back, so basically,
15 it's just a typo.

16 Q So, you don't know -- do you remember doing
17 landscaping at 10 Youngs Ave.?

18 A I've done landscaping at pretty much all of the
19 properties, cleanups.

20 Q Okay. So, you don't know today what this message
21 refers to, whether it's landscaping or something else, or
22 you think it's definitely landscaping?

23 A I'm 90 percent positive it's regarding landscaping
24 or cleaning up trash in the yard.

1 Q Because of the fact that it says "front and back"
2 next to Weaver?

3 A Front and back, that's the only time I would go
4 front and back of the properties.

5 Q So, what about for 600 Prov. Street, do you see
6 that address listed there?

7 A Yes.

8 Q What sort of work do you think that Mr. Sureka was
9 telling you to do there?

10 A I would be assuming same thing as the rest of
11 them, cleaning up the fronts and backs.

12 Q Even though the front -- it says front and back
13 next to Weaver only?

14 A I think he just typoed, yeah, I believe so.

15 Q So any time that somebody -- that Mr. Sureka puts
16 "front and back" anywhere in the message, you think it means
17 landscaping?

18 A If he's sending me multiple addresses and then it
19 says "front and back," yeah, I'm assuming.

20 Q Okay. Do you have any recollection of going into
21 that property ever?

22 THE DEPONENT: Which property?

23 Q 10 Youngs Ave.?

24 A I don't believe so, not that I recall.

1 Q Okay. Are you aware that in June of 2023, the
2 property was -- failed a Minimum Housing Inspection?

3 A Am I aware, no.

4 Q Are you aware that that property was cited for
5 failure to provide tenants with lead hazard information?

6 A Not that I'm aware.

7 Q Are you aware that the property was cited for - or
8 excuse me, had damaged walls and ceilings?

9 A Not that I'm aware.

10 Q Are you aware that the property failed the Minimum
11 Housing Inspection due to interior service issues, including
12 peeling and chipping paint?

13 A Not that I recall, not that I'm aware of.

14 Q Okay. So, did you ever observe any of those
15 issues at 10 Youngs Ave.?

16 A Not that I can recall, no.

17 Q Did you repair or fix those issues at 10 Youngs
18 Ave.?

19 A Not that I can recall, no.

20 Q Is that the sort of work that you would do for
21 Pioneer?

22 A Ideally, no.

23 Q Ideally, I understand, but do you ever do work
24 like that for Pioneer?

1 A Painting over chipped paint, no.

2 Q Do you ever repair damaged walls or ceilings?

3 A Occasionally.

4 Q Do you ever scrape and paint units?

5 A We don't scrape.

6 Q So, do you ever paint over chipping paint at the
7 units?

8 A I don't -- really, I've never seen chipping paint,
9 like, I've been to numerous properties of his and his
10 properties are well-maintained.

11 Q You've never seen chipping paint?

12 A No.

13 Q And you -- you said that you don't scrape?

14 A No.

15 Q You actually said, I think, "We don't scrape;" is
16 that right?

17 A It's against the law in Rhode Island.

18 Q Against the law in Rhode Island. So, you, working
19 for Pioneer, do not scrape paint off of properties ever?

20 A I don't, no.

21 Q Could we turn to -- just give me one moment,
22 Volume 4. Could you turn to page 1937. It's before the
23 pictures. All right. So, do you see the location for this
24 Inspection Report?

1 A West Warwick.

2 Q Yeah, 12 Youngs Ave.?

3 A Okay.

4 Q Do you see that?

5 A Um-hum.

6 Q Okay. Now, if you could turn the page to the
7 first photograph, it shows like a house with a motorcycle in
8 front of it?

9 A Okay.

10 Q Is that 10-12 Youngs Ave.?

11 A I believe so.

12 Q Have you been there before?

13 A I've been there. I've been to so many properties,
14 I don't recall.

15 Q No, I understand.

16 A Yeah, I believe so.

17 Q So, this is the property that you said you think
18 you've done landscaping work in, right?

19 A Correct.

20 Q Okay. But you don't recall if you've been inside
21 of it?

22 A I have been inside, yeah, I don't know what I did
23 there.

24 Q Okay. If you could turn to the first interior

1 photograph of that house.

2 A Okay. The ceiling?

3 MR. CALETRI: I'm sorry, we're not on the
4 right thing. You're in color. What page are we at?

5 MR. HOFFMAN: I don't think there's a page
6 number on it.

7 (OFF THE RECORD DISCUSSION)

8 MR. CALETRI: We went to 1937, all right. Go
9 ahead.

10 Q If you turn one more beyond that, do you see the
11 date stamp on that, June 13, 2023 at 11:02 a.m.?

12 A I do.

13 Q Okay. Is that "chipping, peeling paint"?

14 A Looks like it.

15 Q Okay. Turn the page for me. Do you see the hole
16 in the wall there?

17 A I see that.

18 Q Okay. Is that the sort of touchup work that you
19 would do fixing that hole in the wall?

20 A No, I mean, I would fix it if I seen it, though.

21 Q Okay. The prior picture, painting over that
22 chipping and peeling paint, is that the sort of painting
23 work that you would do for Pioneer?

24 A Not ideally, but -- something like that, it would

1 have to be painted over.

2 Q Okay. So, you -- you have painted over paint that
3 is in that condition for Pioneer; is that right?

4 A I haven't, no. I do very minor painting, like,
5 touchup work, I don't really...

6 Q So you wouldn't paint over that?

7 A No.

8 Q Why not?

9 A It's kind of not my thing.

10 Q Who would do that work?

11 A I don't know who does all of his major painting
12 work.

13 Q Okay. And turning back to that hole in the wall.
14 You said that you would do a repair like this?

15 A Yeah, that's under 6 square feet.

16 Q And so, what would you do?

17 A That would have to have dust barriers at the wall,
18 including tape along the trim and cut it out.

19 Q Have you done that sort of thing before, put up
20 the barriers that you're talking about?

21 A I haven't had to do it for Anurag, per se, but I
22 have done it.

23 Q Okay. So, you've never put up those sorts of
24 barriers for Anurag, correct?

1 A I've never had to, no.

2 Q I should say for Pioneer, you've never put up the
3 plastic barriers or sealed off areas for Pioneer; is that
4 right?

5 A Correct.

6 Q And somebody would have to do that to do that job,
7 correct?

8 A Correct.

9 Q And you didn't repair this hole in the wall,
10 correct?

11 A Correct.

12 Q Could you turn the page. What are you observing
13 on the ceiling of this next photograph, that's June 13, 2023
14 at 11:05 a.m., if you know?

15 A It looks like water damage to me.

16 Q And if you could turn the page one last time.
17 This photograph that I'm referring to is of the heating and
18 the wooden floor, June 13, 2023 at 11:08 a.m., do you see
19 that photograph?

20 A I do.

21 Q What do you see in that photograph?

22 A It looks like some dust on the floor.

23 Q Do you see any paint chips on the floor? The
24 white substance?

1 A I don't know if that's a paint chip, possibly.

2 Q Okay. Is this the sort of cleanup work that you
3 would do for Pioneer, cleaning up things like this?

4 A I mean, no.

5 Q Okay. Who does work like that for Pioneer?

6 A Whoever his cleaner is.

7 Q Okay. So, you're not -- you do maintenance work,
8 but not cleaning work; is that right?

9 A Correct.

10 Q And so, if you go in to do a touchup job at a
11 Pioneer unit and you see this, you wouldn't clean it up?

12 A Oh, absolutely, if I was on the job and it was
13 like that, I would have no choice but to clean up it, I
14 can't leave it like that.

15 Q Okay. And so, when you clean it up, would you
16 clean it up, like, if you made the mess, or just if you saw
17 it?

18 A Even if I saw it, I'd clean it.

19 Q And if you made the mess, would you clean it up?

20 A Absolutely.

21 Q Okay. All right. So now you've seen photographs
22 of some chipping and peeling paint at Pioneer properties,
23 right?

24 A I've seen one.

1 Q Yeah. So, that's the first time you've ever seen
2 chipping and peeling paint at Pioneer properties?

3 A Honestly, yes.

4 Q You're aware you're under oath?

5 A Yes.

6 MR. CALETRI: Objection to the connotation.

7 Go ahead.

8 Q Okay. So, you don't actually -- just to --
9 actually, I want to make sure I get this. You don't
10 remember ever going into that 10-12 Youngs Ave. unit?

11 A I can't say that I never been in there, I just
12 don't recall going in there.

13 Q Okay, yeah, you work at a lot of his properties
14 and it's tough to remember, right?

15 A Yes.

16 Q Okay. Are you aware of -- were you ever aware of
17 any lead violations -- lead hazard related or lead related
18 violations at any Pioneer property?

19 A No.

20 Q And did you ever take any, like, lead tests at
21 properties?

22 A No.

23 Q Did you ever, like, do any lead specific clean up
24 at properties?

1 A No.

2 Q Do you know how to do a clean up after a lead
3 renovation project?

4 A Of course.

5 Q How do you do that?

6 A You use a HEPA vacuum and you vacuum everything
7 up, and then, you treat everything with Simple Green.

8 Q Okay. And you never did that at any Pioneer
9 properties, right?

10 A No.

11 Q And is that because you never did any lead
12 renovation work at Pioneer properties?

13 A Correct.

14 Q Have you ever told Pioneer that you couldn't do a
15 job for any reason, such as, I'm doing another job for
16 somebody else?

17 A Yes.

18 Q Okay. Have you ever told Pioneer that you
19 couldn't do a job for any other reason?

20 A Like, I didn't have a tool for it, not that I
21 recall, but I'm sure I have.

22 Q Okay. Did you ever tell Pioneer that you couldn't
23 do a job because there were -- you know, it would require
24 the disturbance of more than 6 square feet of interior

1 paint?

2 A No, because he wouldn't send me for that job.

3 Q Okay. Who would he send for that job?

4 A I'm assuming his lead workers or whatnot.

5 Q Okay. And have you ever said that you couldn't do
6 a job that's, like, more than 20 square feet of exterior
7 paint?

8 A I don't do exterior painting often. All of the
9 exterior painting I do would be less than 20 square feet.

10 Q Okay. And why is that?

11 A I don't paint anything that seems like it's too
12 much for me, I just tell him he has to get somebody else.

13 Q Okay. Do you ever provide any materials related
14 to lead or lead safe practice to any tenants at any time for
15 Pioneer?

16 THE DEPONENT: Repeat the question.

17 Q Did you ever provide any materials related to lead
18 or lead safe practices to any tenants of Pioneer?

19 A Such as.

20 Q Any pamphlets, brochures, anything like that?

21 A No.

22 Q Were you ever directed by Pioneer to take any
23 precautions against lead hazards while conducting
24 maintenance or renovation activities at any apartment owned

1 by Pioneer?

2 THE DEPONENT: Could you repeat that?

3 Q Were you ever directed by Pioneer to take any
4 precautions related to lead hazards while conducting
5 maintenance or repair or renovation activities at any
6 Pioneer unit?

7 A We take precautions with everything, so.

8 Q Okay, I'll ask the question again. Were you
9 directed by -- were you ever directed by Pioneer or anybody
10 at Pioneer to take any precautions against lead hazards
11 while conducting maintenance or renovation or repair
12 activities at any Pioneer unit?

13 A No.

14 Q Okay. And you said you don't remember whether you
15 went into 10-12 Youngs, do you know who might have gone in
16 there if not you?

17 A I don't.

18 Q With regard to that ceiling that was chipping that
19 you saw an image of, you wouldn't do that work because that
20 would require a particular -- that would be lead renovation
21 work, right?

22 MR. CALETRI: I'm going to object to the
23 indication that there was --

24 A I don't --

1 (INAUDIBLE CROSSTALK)

2 MR. CALETRI: Stop, sorry, but let me just
3 talk first. I just objected because I don't remember
4 any chipping paint on a ceiling in a photograph.

5 Q Do you feel like you saw any chipping paint in
6 there?

7 A I don't.

8 Q Okay. So, you indicated that some of the work in
9 there, you wouldn't have done because it would require one
10 of Anurag's lead renovators, or something you said, who
11 would do that work, right?

12 A Correct.

13 Q And you don't know who that would have been,
14 right?

15 A No.

16 Q All right.

17 MR. HOFFMAN: John, you've got your own --

18 MR. CALETRI: Mine's black and white.

19 Q Do you recall if you did a window replacement at
20 10-12 Youngs Ave. at any point?

21 A No.

22 Q Okay. So, just talking about window replacements
23 in general. You said that when you were working for
24 Pioneer, what you recall doing in the past was like a window

1 glass replacement, right?

2 A So, you take the insert out, you just take the
3 whole insert and bring it right to Lizotto's, they replace
4 the glass, and bring it right back and you pop it right in.

5 Q Okay. And what do you mean by the "insert"?

6 A You know how the frame is inside the casing, so
7 you pull the two clips in, the window will fall back, turn
8 it, pull it out, you get just the window.

9 Q You get just the window. And then, what's the
10 name of the store?

11 A I believe it's Lizotto's in Central Falls.

12 Q Can you spell that?

13 A I couldn't.

14 Q Okay. And do you bring it there, or does somebody
15 else?

16 A Occasionally, it depends.

17 Q So you've done a lot of window replacement?

18 A I wouldn't say a lot, but I've done enough that I
19 could count on maybe one hand.

20 Q Okay. For Pioneer, right?

21 A Correct.

22 Q Could you go back to that page 4300, right there,
23 the text messages. Perfect. And if you look at around --

24 MR. ANURAG SUREKA: What was the volume?

1 THE DEPONENT: Four, I believe -- eight.

2 MR. HOFFMAN: 4300.

3 MR. CALETRI: I'm sorry, what volume?

4 MR. HOFFMAN: 4300.

5 MR. CALETRI: You were already there,
6 Volume 8, 4300.

7 Q If you look at 12:44 p.m., it says, "Anurag:
8 Youngs Ave.," could you look at your response at 2:38 p.m.?

9 (DEPONENT PERUSING DOCUMENT)

10 A Okay.

11 Q Do you know what you're responding to there?

12 A It almost seems like maybe a tenant ripped up the
13 carpet off the floor.

14 Q Where?

15 A 2:38 -- I don't know, it just says "Youngs Ave.,"
16 right below that -- actually, I don't even know if that's
17 referring to the same address, I don't recall what that's
18 referring to.

19 Q So, you don't know whether that text refers to
20 Youngs Ave. or not?

21 A Correct.

22 Q Okay. Now, I want to stay on this page and talk
23 about Weaver, 30 Weaver. We talked about that a little bit
24 a few minutes ago, that's where it says "30 Weaver front and

1 back."

2 A Okay.

3 Q You -- you said that this is where you thought you
4 did the landscaping, right, because it says "front and
5 back"?

6 A I believe so.

7 Q I'm just going to go back to this. It doesn't say
8 front and back next to 10 Youngs Ave., does it?

9 A No.

10 Q It doesn't say "front and back" next to 12
11 Fairview, right?

12 A It says it in the same address -- same sentence,
13 though.

14 Q Yeah, just without any -- without any commas or
15 anything else?

16 A Well, I mean, you're asking me a question that
17 doesn't even make sense, it's all in the same sentence.

18 Q So, it says, "Jay: 10 Youngs Ave., 12 Fairview,
19 30 Weaver front and back, 600 Prov. Street, Madison."

20 A Correct.

21 Q So, I'll ask it -- I'll get right to it, to me, if
22 I get that text message, I say, Oh, this person wants me to
23 take a look at 30 Weaver front and back, but all the others,
24 just to take a look at those addresses, because he didn't

1 write "front and back" next to them, that's how I would
2 understand it, but you're telling me that you understand it
3 differently?

4 A I do.

5 MR. CALETRI: Object to the form of the
6 question.

7 Q Which is fine, obviously, people have different
8 understandings of sentences, is there some, like, did
9 Mr. Sureka or anyone at Pioneer ever tell you, if you see
10 "front and back" in the middle of the sentence, assume that
11 that "front and back" refers to everything in the sentence?

12 A No, it's just kind of a common sense thing when
13 you've been doing -- working with him for a while, you kind
14 of understand.

15 Q Okay. All right. So, for 30 Weaver Street,
16 though, you thought -- you think that you definitely just
17 did the landscaping there, right?

18 A I'm not -- I don't recall exactly everything I've
19 done there. I'm just saying here, where it says, "30 Weaver
20 Street front and back," I'm assuming that's landscaping.

21 Q Okay. Do you think that you ever did any other
22 work at 30 Weaver Street at any time?

23 A I have.

24 Q Okay. What sort of work do you think you did at

1 30 Weaver Street?

2 A Pilots.

3 Q Anything else?

4 A I fixed a leak, I believe, on the second or third
5 floor bathroom. I believe I snaked a toilet there as well.

6 Q Did you ever address any peeling paint there?

7 A I was never sent there for paint.

8 Q Did you ever address any peeling paint there?

9 A No.

10 Q Did you ever add aluminum covers to windows there?

11 A No.

12 Q Did you ever address peeling paint to the exterior
13 of the home?

14 A No.

15 Q So, that isn't the sort of work that you ever did
16 for Pioneer, right?

17 A No, never.

18 Q Did you ever do any -- add any aluminum covers to
19 windows?

20 A No.

21 Q So, that would be work that somebody else would do
22 for Pioneer?

23 A Correct.

24 Q Do you know who?

1 A I don't.

2 Q Okay. Have you ever done work at Bowen Court?

3 A I don't recall.

4 Q Okay. All right. So, 600 Providence Street is
5 one of the addresses that's mentioned in that text message
6 from July the 7th, right?

7 MR. ANURAG SUREKA: What time is it?

8 MR. HOFFMAN: 12:58 p.m.

9 A Providence Street, yep.

10 Q Do you remember ever doing work at 600 Providence
11 Street?

12 A I believe I did do something there, I can't recall
13 what.

14 Q Do you remember doing any painting work there?

15 A I don't believe so, no.

16 Q Oh, good, here it is, sorry. Okay, perfect. All
17 right. So, you don't know what you did, if anything, at 600
18 Providence Street?

19 A I don't.

20 Q Okay. Bowen Court, you said that you weren't sure
21 if you did any work there, right?

22 A I believe I did something there, I just can't
23 recall what.

24 Q You can't remember what it was, okay. If you look

1 at the bottom of 4300, at 7/11/23, 12:30 p.m., it says,
2 "Anurag," and then he says, "Jay, the list that I sent you
3 for tomorrow, Epworth, second, 12 Fairview, second, finish
4 Parker, Providence Street, Bowen, Bowen 1R in violation at
5 window, flooring, Bowen, Cliff's hallway," and then "Youngs
6 Ave.," and then, it continues. Do you see where it says
7 that?

8 A I do.

9 Q Do you know what those messages meant?

10 A So, I know "Cliff's hallway," I believe he had a
11 bunch of, like, bicycles and stuff at the bottom that had to
12 be moved.

13 Q Cliff is a person who lives there?

14 A He's a tenant, yeah.

15 Q Okay, got it. Anything else that you remember
16 about that?

17 A I don't.

18 Q So, when it says, "Bowen 1R in violation at
19 window," does that mean anything to you?

20 A I'm assuming the window lock or something didn't
21 work on it, maybe.

22 Q Okay. And that would be a violation?

23 A If it's on the second floor, if they had kids,
24 yeah, it's a violation.

1 Q Okay. Anything else that you can think that that
2 would mean?

3 A No.

4 Q Floor in Bowen, do you know what that means?

5 A Assume the flooring has to be finished at Bowen,
6 maybe.

7 Q Okay. So, from these text messages, do you
8 believe that you did go into Bowen?

9 A I didn't do the flooring at Bowen, no.

10 Q Do you know who did?

11 A I have no idea.

12 Q Do you know if you dealt with this window
13 violation at Bowen?

14 A I did not.

15 Q You did not?

16 A No, I did not.

17 Q Do you know who did?

18 A I don't.

19 Q Do you remember what work you did at Bowen Court?

20 A I know I had to get the heat running over there, I
21 had to replace the doorknobs, had to change some locks over
22 there. I had to clear out the hallway for the inspector.

23 Q Okay. If you could go to Volume 2, please,
24 page 1198.

1 THE DEPONENT: You said 1198?

2 MR. HOFFMAN: Yep.

3 THE DEPONENT: Okay.

4 Q All right. Do you see where this says,
5 "Inspection Report, 7 Bowen Court, West Warwick, Rhode
6 Island"?

7 A I do.

8 Q And so the first violation is for the exterior,
9 right?

10 THE DEPONENT: Which would be what?

11 Q So, "Minimum Housing Exterior"?

12 MR. CALETRI: What page?

13 THE DEPONENT: 1198.

14 Q Sorry apologies, Minimum Housing -- the exterior
15 passed -- the exterior passed, right? Oh, excuse me, now
16 I'm recollecting here. All right. The exterior says that
17 it passed, correct?

18 A Correct.

19 Q And on the next page, where it says, "Interior
20 walls," it says "passed," correct?

21 A Minimum Housing -- correct.

22 Q And it says under Remarks, "Wall has been
23 repaired," correct?

24 A Where does it say that -- oh, correct.

1 Q Did you do that wall repair at this property?

2 A No.

3 Q Okay. If you could turn the page to 1200. It
4 says, "Floors. Remarks. Bedroom flooring has been
5 installed." Do you see that?

6 A Yes.

7 Q Did you do the bedroom flooring installation here?

8 A I did not.

9 Q Okay. And then, under the next part at the bottom
10 of the page, under Openable Windows, it says, "Remarks,
11 Replacement windows installed," do you see where it says
12 that?

13 A Yes.

14 Q Did you replace the windows at this property?

15 A I did not.

16 Q Do you know who did?

17 A I don't.

18 Q Do you know who did any of that work?

19 A I don't.

20 Q All right. Have you ever done any work at any
21 Pioneer unit before a lead inspection?

22 A I'm assuming.

23 Q Explain why you would assume that?

24 A I mean, he's doing lead inspections all the time,

1 so, only assuming I've been at some house before they've
2 been there.

3 Q Okay. Do you ever do work, like, touchup painting
4 or cleaning --

5 A Of course.

6 Q -- right before a lead inspection?

7 A I guess, yeah, you could say that.

8 Q Do you know any specific units where you've done
9 that work?

10 A I don't, no.

11 Q Okay. And so what sort of work would you do to
12 prepare for a lead inspection?

13 A Basically, we would clean all the floors, say, in
14 the hallways where people move in and out, sometimes stuff
15 would tend to scuff up the walls, so we'd clean up the wall
16 or touch it up.

17 Q Touch it up if there's any chips in the wall --

18 A Yes.

19 Q -- is that right?

20 A Well, scuffs, but yeah. Chips, we would go over
21 with compound, maybe.

22 Q Okay. Chips, you'd go over with compound and then
23 paint over them?

24 A Yes.

1 Q And then, if there's any just -- I own a house and
2 it's an old house and paint does chip, you would paint -- in
3 such a circumstance, you would paint over chipping paint?

4 A You would have to paint over the chipping paint.

5 Q In order to prepare for a lead inspection, right?

6 A Yes.

7 Q And so, do you occasionally see little bits of
8 chipping paint and do you paint over those?

9 A I don't personally, but I'm sure it happens.

10 Q All right. So, I want to actually understand this
11 a little bit more, so like, as you said, Pioneer routinely
12 is getting lead certificates now, right?

13 A Yes.

14 Q And so, there are a lot of Pioneer units, right?

15 A Correct.

16 Q And so, that's a lot of certificates that need to
17 get issued, right?

18 A Correct.

19 Q And so, do you know any of the lead inspectors who
20 Pioneer works with?

21 A No, I don't know.

22 Q Okay. So, have you ever gotten a request from any
23 Pioneer worker or Manager to go to a unit so that the lead
24 inspector, when it comes, it will pass inspection?

1 A Yes, yes.

2 Q Okay. And what does that mean, what does that
3 request mean?

4 A So basically, I will have to go to the property
5 and unlock the door for the inspector, usually.

6 Q Yep. Anything else?

7 A Maybe like -- might have to wipe a spot for the
8 inspector to do a swab.

9 Q Okay. What spot would you wipe for the inspector?

10 A They test three separate spots.

11 Q Okay.

12 A They'd usually be a floor in the kid's room, or
13 the kitchen, and I believe, the living room.

14 Q Okay. So do you just prepare, like, the spot
15 where they're going to swab --

16 A No, we'll mop the whole floor, because we can't
17 decide exactly where they're going to take the swab.

18 Q Okay. And so you would do that kind of cleaning
19 work, right?

20 A That's stuff you have to do before they'll even
21 perform their inspection.

22 Q Right. And what other sort of work do you do to
23 prepare for the inspection?

24 A I really don't prepare for the inspections, per

1 se, but like I said, if I open up the door and I see a scuff
2 on the wall, I'll touch it up just so it won't be an issue.

3 Q Do all Pioneer units use, like, the same paint?

4 A Yes.

5 Q Okay. What color paint is that?

6 A I don't know.

7 Q Okay. Do you get it at Home Depot?

8 A No, it's usually in the basement, so...

9 Q Got it. So, you go to the basement, you get the
10 paint --

11 A If it's not there, we'll go to Home Depot and get
12 the paint.

13 Q And is there, like, a standing order for that
14 paint at Home Depot, how do you know the right paint to get?

15 A You just go to the Paint Department and say, "I'm
16 here for Pioneer Investments," and they usually have the
17 order.

18 Q Okay. So, like, somebody else would have called
19 in the order?

20 A No, so basically, they have a color chart that
21 they use, so they already know what to print out usually.

22 Q Okay. So, you say, "I'm picking up paint for
23 Pioneer Investments" and they mix it up?

24 A Yeah.

1 Q Okay. Was there a time over the summer -- fair to
2 say that there was a time -- strike that. Fair to say there
3 was a time over the summer when there were a lot more lead
4 certificates being gotten by Pioneer Investments?

5 A I don't know when exactly they started doing the
6 lead certs. and whatnot.

7 Q Okay. You've been working with Pioneer for, like,
8 a year and a half, right?

9 A Yes.

10 Q Have you been doing this work to prepare for lead
11 inspections the entire time or more recently?

12 A No, we don't really prepare for lead. Like I
13 said, his properties are pretty well-maintained.

14 Q Understood, you've made that point clear, but I'm
15 actually just trying to --

16 A So, my job is mainly maintenance.

17 Q Let me go -- I just want to understand, like, the
18 work that's done to prepare -- like, I'm using the word
19 "prepare," because I'm trying to come up with a term for
20 what you're telling me. You say that you clean the floors,
21 and you open the door and you do touchup painting --

22 A Yep.

23 Q -- to prepare for lead inspections, that's what
24 I'm calling "prepare," is that okay?

1 A Yep.

2 Q If there's another word you'd rather use, I'm
3 happy to use it.

4 A That's fine.

5 Q Okay. So, this work that you do to prepare for
6 lead inspections, have you've been doing it the whole time
7 you've been working for Pioneer, or just recently?

8 A If I see something wrong, I take care of it.

9 Q No, I get that, but --

10 A So, no, ever since I started, I didn't do it.

11 Q Okay. So, you would get the request from
12 Mr. Sureka or somebody else, hey, look, there's going to be
13 a lead inspection, will you swing by and get the place
14 ready?

15 A No, that's not how it works.

16 Q Okay. How does it work?

17 A Usually, he'll send me to an address, if I see
18 something wrong, then, I'll touch it up, but usually, he
19 won't just send me to a place just to prepare for lead.

20 Q Okay. But you -- so, I'm just trying to
21 understand basically what you told me, you said that you
22 would clean the floors and do the touchup, and open the
23 door?

24 A If he did send me, which is very, very rare, but

1 if he did send me, that's what would happen.

2 Q He meaning Mr. Sureka?

3 A Sureka, or John or Sharon.

4 Q So, if somebody sent you to prepare a unit for a
5 lead inspection, you would do that work that we talked about
6 earlier?

7 A Correct.

8 Q And that work is cleaning the floors, doing
9 touchup painting and opening the door, correct?

10 A Correct.

11 Q And you've been doing that sort of preparation for
12 lead inspection since you began working for Pioneer,
13 correct?

14 A No.

15 Q No, when did you start doing that work?

16 A The only time I would prepare for lead is if it
17 was for the Lead Inspector.

18 Q Correct, that's all I mean. I mean, you've been
19 doing -- like, occasionally, you've been doing that work to
20 prepare since you started working for Pioneer, right?

21 A Yes.

22 Q Okay. Let's go back to the properties. 8 Palm
23 Street, North Providence, does that one ring a bell?

24 A It does.

1 Q Okay. So you've worked at that property?

2 A Yes.

3 Q And sorry, where do you live again?

4 A Warwick.

5 Q Warwick. So, is most of the work that you do kind
6 of like Warwick and into Providence, Woonsocket?

7 A It's spread out everywhere.

8 Q Spread out everywhere, okay. If we could go to
9 one of these volumes, I'm going to figure out which one in a
10 minute. Yeah, so it's 8, page 4162. Okay. Let me know
11 when you're there?

12 A Um-hum.

13 Q Can you tell me what you see on 4162?

14 A I see a receipt.

15 Q For what?

16 A I see spray paint, brick moldings, cabinet drawer
17 pull -- (inaudible) -- molding --

18 THE REPORTER: I'm sorry, you have to speak
19 louder.

20 MR. HOFFMAN: She's asking you to speak
21 louder.

22 THE DEPONENT: I'm reading this to myself.

23 MR. HOFFMAN: Oh, got it.

24 THE DEPONENT: Well, if you're speaking, I

1 need to take it down.

2 A Okay, yep.

3 Q So, this is a carry-out merchandise receipt from
4 Home Depot, right?

5 A Yes.

6 Q And do you see where it says "Anurag Sureka" at
7 the top?

8 A I do.

9 Q And do you see where it say, "Company Name:
10 Pioneer Investments, LLC"?

11 A I do.

12 Q And do you see where it says, "Job Description:
13 Palm Street maintenance"?

14 A I do.

15 Q Okay. Did you purchase this material for Palm
16 Street?

17 A I don't believe so, my name's not on the receipt.

18 Q Would your name ordinarily be on a receipt from
19 Home Depot?

20 A I would assume so.

21 Q Even if you're buying it for Pioneer?

22 A Yes.

23 Q So who do you think made this purchase?

24 A I couldn't tell you.

1 Q Well, whose name is on the receipt?

2 A I don't have any name on the receipt, which is
3 kind of --

4 Q It says at the top, "Anurag Sureka," do you see
5 where it says that?

6 A I know that, but usually they have a name.

7 Q So you don't think that you purchased this
8 material?

9 A I don't believe so.

10 Q Do you think that you used any of this material?

11 A I don't believe so.

12 Q Why not?

13 A I don't remember doing this amount of work at Palm
14 Street.

15 Q Okay. Do you know if anybody else did this work
16 at Palm Street?

17 A I'm assuming somebody did, I just don't know who.

18 Q Okay.

19 MR. CALETRI: Are we talking about Brook
20 Drive or Palm Street?

21 THE DEPONENT: He's talking about Palm
22 Street.

23 MR. HOFFMAN: Palm Street, it's 11 -- sorry,
24 4162.

1 THE DEPONENT: See, it says right here -- I
2 don't know why it says Brook Drive, but it says Palm
3 Street here.

4 MR. CALETRI: I got it, sorry.

5 Q Can you tell, based on your 20 years in doing
6 repair and other construction work, what sort of work is
7 going to be done with these materials, based on the invoice?

8 A I really couldn't tell you.

9 Q Okay. Do you remember what work you did at Palm
10 Street -- have done at Palm Street?

11 A Yeah, I snaked their bathroom drain out on the
12 second floor. I had to light the heat for the first floor
13 numerous times.

14 Q Okay. Anything else?

15 A The shower in the basement unit clogged up, I had
16 to snake that. I believe I replaced a toilet in the
17 basement unit as well.

18 Q Okay. Anything else?

19 A Not that I can recall.

20 Q Do you know the tenants of that unit or those
21 units?

22 A I don't.

23 Q Do you know if there are tenants in 8 Palm Street?

24 A As of right now, I'm unaware.

1 Q Okay. Do you know if there were any tenants at
2 8 Palm Street over the summer?

3 A I don't.

4 Q Have you ever done any lead renovation work at all
5 at any Pioneer unit?

6 A No.

7 Q And that's based on your understanding of what
8 lead renovation work is from taking that RRP class?

9 A Yes.

10 MR. HOFFMAN: All right, let's take a
11 10 minute break, we should be wrapping up pretty soon.

12 (BRIEF RECESS)

13 Q All right. I just have a couple of more
14 questions. First, about just, like, how you have
15 communicated with other people at Pioneer.

16 (OFF THE RECORD DISCUSSION)

17 Q You said that sometimes you communicate to get
18 work with -- by phone, right?

19 A Correct.

20 Q Sometimes, it's in person, right?

21 A Correct.

22 Q And sometimes, it's by like -- we'll call it an
23 electronic device, right --

24 A Correct.

1 Q -- you know, through a WhatsApp message, right?

2 A Yes.

3 Q Or a text message, right?

4 A Yes.

5 Q Or -- ever an e-mail?

6 A No.

7 Q Okay. So, it's either a text message or a
8 WhatsApp message, right?

9 A Yes.

10 Q You said that often it's in, like, a group chat or
11 group chats, right?

12 A So majority is phone calls, but we do text
13 sometimes in groups.

14 Q Okay. So, if you need to look in your phone,
15 that's perfectly allowed, but is there like one group chat,
16 or are there, like, multiple group chats, multiple WhatsApp,
17 like, I'm trying to understand who's in these chats -- chat
18 or chats?

19 A As far as I'm concerned, it's just me, Anurag,
20 Louis, Mark and Sharon.

21 Q Okay. And is that a text message or a WhatsApp?

22 A It's WhatsApp.

23 Q Okay. And then you said that -- so, that's like
24 the big group that you are generally given work in, correct?

1 A Correct.

2 Q Is there any WhatsApp thread or -- we'll call it a
3 thread -- that doesn't have Louis or Mark?

4 A Not that I know of.

5 Q Okay. That you're a part of?

6 A Yes.

7 Q Okay. And then, you said that sometimes there are
8 individual messages between you and other Pioneer workers,
9 right, or people that work at Pioneer, right?

10 A Yes.

11 Q And that could be Shannon -- Sharon, excuse me?

12 A Sharon, yes.

13 Q John?

14 A Correct.

15 Q Anurag?

16 A Correct.

17 Q And are those individual messages on WhatsApp?

18 A Yes.

19 Q Okay. Are they ever on text message, too?

20 A No.

21 Q Okay. Is there a group text message chain?

22 THE DEPONENT: Like, as in text message or
23 WhatsApp?

24 Q Text message?

1 A No.

2 Q Do you ever text with anyone at Pioneer?

3 A No.

4 Q Okay. So, it's all through WhatsApp?

5 A It's all through WhatsApp.

6 Q Okay. You said that you took the RRP class
7 online?

8 A Correct.

9 Q And you learned about, you know, this sort of
10 work, this sort of --

11 A Procedures.

12 Q -- procedures, precautions you've got to take when
13 you're working on a pre-'78 unit, right?

14 A Correct.

15 Q Okay. And you said you didn't know, obviously,
16 exactly when you took that class?

17 A Correct.

18 Q And you also said that you don't do that sort of
19 work for Pioneer and never have, right -- let me strike
20 that. You said that you don't do lead renovation work for
21 Pioneer and never have, correct?

22 A Correct.

23 Q So that means that you have not followed, like,
24 the precautions, the requirements that you would need to if

1 you were doing lead renovation work for them, correct?

2 A Correct.

3 Q Okay. And so that means that you've never put up
4 staging in a Pioneer unit, correct?

5 A Correct.

6 Q And that means you've never followed the Clean
7 Verification Procedure in a Pioneer unit; is that correct?

8 THE DEPONENT: Could you --

9 Q So, after you do an RRP project, you've got to
10 clean up properly, right, so you could do a lead test,
11 right?

12 A Yes.

13 Q Or you could do the Clean Verification Procedure,
14 right?

15 A We don't do the lead test.

16 Q Correct, you don't do the lead test, who does the
17 lead test?

18 A The Lead Inspector.

19 Q Lead Inspector. So, after an RRP project is done,
20 a lead test can be performed, right?

21 A Yes.

22 Q Or the Cleaning Verification Procedure could be
23 done, correct?

24 A Correct.

1 Q So, have you ever done either of those things?

2 A I clean up after every job. No matter what, I
3 always clean up.

4 Q Okay. So what do you do to clean up?

5 A I always dust everything, clean everything, wipe
6 everything down with Simple Green.

7 Q So, could you kind of explain exactly what you do
8 after any project to clean up?

9 A After every project, we sweep, mop, everything.

10 Q Could you just go through all the steps, you sweep
11 with a broom?

12 A It's a wet mop.

13 Q Wet mop, okay. So, like a Swiffer?

14 A Yes.

15 Q And then?

16 A And then, we clean up the mess, and then a final
17 mop, that's it.

18 Q And then, you're done?

19 A Yep.

20 Q Do you kind of, like, compare that -- what the mop
21 looks like to anything else to make sure it's clean?

22 THE DEPONENT: What do you mean?

23 Q Do you kind of take a look at the bottom of that
24 wet mop and compare is to a card that shows like --

1 A So, after we're done with the mops, we always
2 throw them out.

3 Q Just throw them out?

4 A Yes.

5 Q Okay. And you said you don't e-mail ever with
6 anybody at Pioneer?

7 A No.

8 Q Do you have a contract with Pioneer?

9 A No.

10 Q Have you ever had a written contract with Pioneer?

11 A No, everything's verbal.

12 Q Everything's verbal. So have you ever gotten a
13 bonus from Pioneer, like a holiday bonus?

14 A Not that I recall.

15 Q Not that you recall. Birthday gift, anything like
16 that?

17 A No, not that I recall. Christmas is coming up, by
18 the way.

19 MR. CALETRI: I was going to say...

20 Q When you do -- so you said you've never done
21 containment procedures at any Pioneer unit at any time,
22 right?

23 A Not that I recall, no.

24 Q Okay. Including when you do, like, any of the

1 window work that you've done?

2 A Not that I recall.

3 MR. HOFFMAN: Okay, all right, that's all for
4 us.

5 MR. CALETRI: Mr. Igo, I have a few
6 questions.

7 THE DEPONENT: Yes.

8 CROSS-EXAMINATION BY MR. CALETRI

9 Q Earlier in your deposition, you testified to
10 working approximately 30 hours a week for Pioneer
11 Investments, do I have that right?

12 A Correct.

13 Q Okay. And that 30 hours a week, has that been
14 consistent since you started, or not?

15 A Yes, it's consistent.

16 Q Okay. And in addition to performing jobs for
17 Pioneer Investments, you testified that you perform jobs for
18 others as well; is that right?

19 A Correct.

20 Q And you mentioned one company was -- I think the
21 name was Bob McCann, or is it McCain?

22 A McCann.

23 Q And that is -- doesn't he own or operate a company
24 called 02908 Properties?

1 A Correct.

2 Q Is that it?

3 A Correct.

4 Q And those -- a lot of those -- are those the
5 properties that are located at and around Providence
6 College?

7 A Correct.

8 Q Okay. And about how many hours a week -- let me
9 put it to you this way, let's say in the last 6 months,
10 okay, in the last 6 months, about how many hours a week
11 would you work for --

12 A I couldn't.

13 MR. CALETRI: Let me just finish the
14 question.

15 Q -- In the last 6 months, about how many hours a
16 week would you work for Mr. McCann and his company?

17 A So, I don't really do work by the hour. It would
18 be by contract. I don't have the exact hours, I mean, some
19 jobs take one hour, some jobs take 2 days.

20 (OFF THE RECORD DISCUSSION)

21 Q And so, the 30 hours you mentioned working for
22 Pioneer Investments, you, in addition to that, you would
23 work for other people, correct?

24 A Correct.

1 Q And you mentioned, I think earlier, that you
2 testified you worked at least about 60 hours a week, was it?

3 A Correct.

4 Q Okay. So, of those 60 hours or so, about 30 would
5 be spent on Pioneer properties and the rest would be with
6 respect to other properties?

7 A Correct.

8 Q Okay. And you're appearing today, are you
9 appearing voluntarily today?

10 A Yes.

11 Q And you weren't served with a subpoena to testify
12 today, were you?

13 A No.

14 Q Okay. And before today, have you ever met me
15 before?

16 A No.

17 Q Ever spoken to me before?

18 A No.

19 MR. CALETRI: Okay, thank you.

20 MR. HOFFMAN: Okay, thank you very much.

21 THE REPORTER: Mr. Caletri, did you want a
22 copy?

23 MR. CALETRI: Yes, I get the E-tran, please.

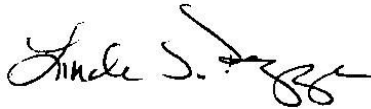
24 (DEPOSITION CLOSED AT 3:28 P.M.)

C E R T I F I C A T E

I, Linda S. Pezza, hereby certify that I am expressly approved as a person qualified and authorized to take depositions pursuant to Rules of Civil Procedure of the Superior Court, especially but without restriction thereto, under Rule 30(e) of said Rules; that the deponent was first sworn by me; that this deposition was stenographically reported by me and later reduced to print through Computer-Aided transcription; that the foregoing is a full and true record of the proceedings; and that a review of the transcript by the deponent was not requested.

Pursuant to Rule 30(f) of the Rules of Civil Procedure, original transcripts shall not be filed in court; therefore, the original is delivered to and retained by Plaintiff's attorney, Keith Hoffman, Special Assistant Attorney General.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of December, 2023.



LINDA S. PEZZA
NOTARY PUBLIC/CERTIFIED STENOGRAPHIC REPORTER

Rhode Island Notary Public ID# 3594
Commission Expires 6/26/25
Notary Public Commonwealth of Massachusetts
Commission Expires 3/27/2026

DATE: December 12, 2023
IN RE: State of Rhode Island et als
vs Pioneer Investments, LLC et al

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EXHIBIT HH

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

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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 *

VS.

C.A. NO.: PC-2023-02652

PIONEER INVESTMENTS, *
LLC; ANURAG SUREKA *

DEPOSITION OF
TYLER JAMES GREENWOOD
December 14, 2023
11:00 A.M.

Providence, Rhode Island

Sally Brassard, CSR/RPR

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I-N-D-E-X

DEPOSITION OF TYLER JAMES GREENWOOD

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E-X-H-I-B-I-T-S

(NONE)

1 (DEPOSITION COMMENCED AT 11:09 A.M.)

2 TYLER JAMES GREENWOOD,
3 having first been duly sworn by the Notary Public,
4 testified as follows:

5 THE COURT REPORTER: Please state your
6 full name, and spell your last name for the
7 record.

8 THE WITNESS: Tyler Greenwood
9 (G-r-e-e-n-w-o-o-d).

10 EXAMINATION BY MR. O'BRIEN:

11 Q. All right. Just to clarify, have you used any
12 other names other than the one you've just
13 provided?

14 A. No, sir.

15 Q. What's your address?

16 A. 7 Melville Place.

17 Q. Okay. In Barrington?

18 A. Wayland.

19 Q. Wayland, okay. Is that your personal address?

20 A. Yeah.

21 Q. Do you have a business address, or just the
22 personal?

23 A. Just the personal.

24 Q. Okay. So, I introduced myself before, but I'm
25 Riley O'Brien, and I represent the State of Rhode

1 Island here. That's the Attorney General and the
2 Rhode Island Department of Health in this case.
3 So, I'm going to ask you some questions today.
4 The stenographer is going to record your answers
5 to them, and everything we say is going to go into
6 the record?

7 A. Yes, sir.

8 Q. And because they're writing down what you say,
9 we're going to need to not talk over each other as
10 we go through. So, I just ask that when I'm
11 asking you a question, you just let me finish. In
12 the alternative -- likewise, when you're answering
13 a question, I'll let you finish, and then we'll
14 just get through with it.

15 A. Yes, sir.

16 Q. All right. If you don't understand a question
17 just say so, and I will try my best to rephrase
18 it.

19 A. Yes, sir.

20 Q. And if you don't hear a question, just say so.
21 I'll say it again.

22 A. Okay.

23 MR. O'BRIEN: This is Attorney Keith
24 Hoffmann. He's also on this case.

25 Q. (BY MR. O'BRIEN): Are you taking any medication,

1 or is there any other condition you might have
2 that might interfere with your ability to testify
3 here today?

4 A. No, sir.

5 Q. Have you ever been deposed before?

6 A. No, sir.

7 Q. Okay. As I explained just before we went on the
8 record how the Bates numbering works, but I'll
9 just say it again. When we might need to
10 reference a page, we'll just ask you to turn to
11 it, and I'll tell you which volume it is. We'll
12 cross that bridge when we come to it; okay?

13 A. Yes, sir.

14 Q. Now, you said you haven't been deposed before.
15 Have you ever testified at a trial before?

16 A. No, sir.

17 Q. Did you prepare for this deposition with anybody?

18 A. No, sir.

19 Q. Did you prepare on your own?

20 A. No, sir.

21 Q. Okay. So, you're aware that the State of Rhode
22 Island is suing Pioneer Investments; is that
23 right?

24 A. Yes, sir.

25 Q. And you work for Pioneer; correct?

1 A. Yes, sir.

2 Q. How long have you worked for Pioneer?

3 A. About eight months or so.

4 Q. Eight months, okay. How did you find the work?

5 A. I was working for a contractor in Massachusetts and
6 work got slow. So, they gave me Anurag's phone
7 number. I contacted him, and I started doing
8 maintenance work for him.

9 Q. Okay. So, about eight months ago, your friend
10 gives you Mr. Sureka's phone number, you
11 follow-up, and you've been getting some jobs?

12 A. Yes, sir.

13 Q. Okay. About how many hours do you spend working
14 for Pioneer in a week?

15 A. It varies. I just had a baby, so, between -- I
16 don't know, 20 to 30ish, sometimes 35.

17 Q. Okay. So, it varies?

18 A. Yes, sir.

19 Q. And congratulations on the baby, by the way?

20 A. Thank you.

21 Q. Do you hold any licenses or certifications?

22 A. I have a certification from the Life Safe class,
23 but I don't hold any licenses.

24 Q. Is that -- sorry, can you tell me where you got
25 that Life Saving class, where you took that class?

1 A. Yes, it was online. Like, a video class.

2 Q. It's a video class?

3 A. Yes, sir.

4 Q. Was there an in-person element, too, or was it all
5 online?

6 A. It was online through video with the test and
7 stuff.

8 Q. Okay. And what sort of things did they go over in
9 that class?

10 A. Safe ways to -- safer ways to work on anything that
11 might contain lead, or the steps to take when --
12 if you are going to be working on anything that
13 contains lead.

14 Q. And when did you take the class?

15 A. A few months ago.

16 Q. Like, September, or --

17 A. Before September.

18 Q. Over the summer?

19 A. I believe. I don't recall the exact date.

20 Q. Okay. Do you remember the month? If you don't,
21 that's okay.

22 A. I don't.

23 Q. Okay. Do you remember how much it cost?

24 A. No, sir.

25 Q. Did you pay for it, or did Pioneer pay for it?

1 A. Pioneer paid for it for me.

2 Q. Okay. So, you have this lead renovator class that
3 you took; correct?

4 A. Yes, sir.

5 Q. Do you have any licensure as a lead renovation
6 firm?

7 A. No, sir.

8 Q. Okay. And you said you worked there for about
9 eight months; right?

10 A. Yes, sir.

11 Q. And you have been doing maintenance that whole
12 time?

13 A. Yes, sir.

14 Q. Is there anything else that you've done for
15 Pioneer?

16 A. No, sir, just -- not that you wouldn't classify as
17 maintenance.

18 Q. Okay. So, just maintenance?

19 A. Yes, sir.

20 Q. Is there anyone that you worked with when you
21 first got there who doesn't work there anymore?

22 A. No, sir.

23 Q. So, it's all the same team as it was about eight
24 months ago?

25 A. Yes, sir.

1 Q. When you first started there, were you trained at
2 all by Pioneer?

3 A. No, sir.

4 Q. I'll also just take this moment, I should have
5 said this at the start, and I apologize. For the
6 purposes of this conversation, Pioneer -- when I
7 say "Pioneer" that refers to both Pioneer the
8 company and anyone who is acting on its behalf,
9 and Mr. Sureka, personally. So, I might say
10 "Pioneer asked you to do this," that could mean
11 somebody who works for Pioneer or Mr. Sureka
12 himself; okay?

13 A. Yes, sir.

14 Q. And if you need clarity at any point just say so.
15 All right. And you said it varies, how many hours
16 you worked there, about 20 to 35?

17 A. Yes, sir.

18 Q. And do you work for anybody else, or is it just
19 Pioneer?

20 A. I have done a few jobs on the side, like, other
21 jobs, but since the baby, I've just been doing
22 what I have to do and going home.

23 Q. Gotcha. More time with the baby?

24 A. Yes, sir.

25 Q. Gotcha. How much are you paid by Pioneer?

1 A. \$30 an hour.

2 Q. \$30 an hour, okay. And how often do you get paid?

3 A. Every week.

4 Q. How do you get paid?

5 A. Venmo or Cash App.

6 Q. Okay. It's like a money transfer.

7 A. Yes, sir.

8 Q. When you give Pioneer your hours, how do you
9 convey that? Do you just text somebody and say,
10 "I worked 30 hours this week," or how does that
11 work?

12 A. Yes, sir. So, whatever jobs I had during the week,
13 it's -- I just send for those jobs at the end of
14 the week.

15 Q. Okay. And do you text him? Do you e-mail? Do
16 you call?

17 A. Usually, I'll call or I'll text.

18 Q. Okay. And then they Venmo you, or Cash App you,
19 shortly after?

20 A. Yes, sir.

21 Q. Who do you consider your supervisor?

22 A. I mean, I don't really think I have a supervisor.
23 I mean, obviously, anybody that works for Pioneer
24 would be -- I wouldn't consider myself having a
25 supervisor.

1 Q. So, it sounds like maybe you work independently?

2 A. Yes, sir.

3 Q. How do you get jobs? Like, how do you get
4 assignments?

5 A. So, in the morning, I'll call Sharon, who -- do you
6 need me to explain who she is?

7 Q. If you don't mind.

8 A. The property manager, I'll contact her, and she'll
9 tell me what maintenance calls I need to go to, or
10 what needs to be done for the day, and if she
11 doesn't answer, I'll contact John, and it's rare
12 that neither one of them answer, but if that's the
13 case, then, I'll contact Anurag.

14 Q. Okay. And when you get the assignments, how does
15 that get conveyed? You said you'll call them.
16 What do they tell you?

17 A. They might say a shower is dripping at this
18 property. So, I'll go there and repair the shower
19 leak, and then see what the next project would be.

20 Q. Okay. So, they give you a sense of what you're
21 walking into?

22 A. Yes, sir.

23 Q. Okay. I'm just going to run through some general
24 types of maintenance, and let me know if you've
25 done that sort of thing. So, you said general

1 maintenance before. Plumbing?

2 A. Yes, sir.

3 Q. Painting?

4 A. Yes, sir.

5 Q. Any metal work?

6 A. No.

7 Q. There's been talk about a turnover checklist. Do
8 you do the cleanings for those?

9 A. Yes, sir.

10 Q. Floor replacement?

11 A. Yes, sir.

12 Q. Window replacement?

13 A. No, sir.

14 Q. Okay. And do you usually take lead tests before
15 you start working?

16 A. No, sir.

17 Q. Okay. Now, you said that you'll call Sharon or
18 John for assignments. They'll tell you generally
19 what you're walking into at this property, "go do
20 it," and then you go take care of it?

21 A. Yes, sir.

22 Q. And do you tell them when you're done?

23 A. Yes, sir.

24 Q. Okay. And does anybody check on the work as far
25 as you know?

1 A. As far as I know, I can't answer that. As far as I
2 know, no.

3 Q. Okay. So, you just leave, and that's that, as far
4 as you know?

5 A. Yeah.

6 Q. Okay. And who do you tell when you're done?

7 A. Sharon.

8 Q. Do you bring your own tools to a job site?

9 A. Yes, sir.

10 Q. Is there anything that Pioneer provides to you?

11 A. No, sir.

12 Q. This might sound silly, but, tell me, what's in
13 your toolbox?

14 A. Like, pliers, small hand tools I might need to --
15 maybe if a drain is clogged, take off the P-Traps
16 so I could clean it out. A tape measure in case I
17 need to measure something. Just general small
18 hand tools.

19 Q. Okay. What are the most common things that you're
20 using day-to-day for Pioneer?

21 A. It would be pliers, a screwdriver. Maybe a drill,
22 if I need to tighten a bolt or a screw.

23 Q. Okay. And you said that Pioneer doesn't give you
24 anything on top of those things, you just use what
25 you have?

1 A. Yes, sir.

2 Q. And do you ever need materials outside of what you
3 have in your box?

4 A. Yes, sir.

5 Q. So, what do you do if you walk in and you don't
6 have something that you need to finish the job?

7 A. I'll go to Home Depot and get the materials that I
8 need to complete the project.

9 Q. Can you tell me how that works?

10 A. I'll go to Home Depot. I'll get the materials that
11 I need, and Anurag pays for it over the phone.

12 Q. So, you walk in -- strike that. So, you walk into
13 a property, you see that you don't have something
14 you need. You think, "Okay, I need to go get this
15 from Home Depot." You go to Home Depot, then tell
16 them what you need, and then they call Mr. Sureka,
17 and he okays it over the phone?

18 A. Yes, sir.

19 Q. Is there like a delay, or does this just happen
20 instantly?

21 A. It usually happens quickly. Sometimes he could be
22 busy, or there might be a small delay.

23 Q. But, generally, you walkout pretty quickly with
24 the tools you need?

25 A. Yes, sir.

1 Q. And you said Pioneer pays for that; right?

2 A. Yes, sir.

3 Q. And once you have the materials you just head back
4 to the property?

5 A. Yes, sir.

6 Q. And get to work?

7 A. Yes, sir.

8 Q. Okay. Now, in the time that you've worked for
9 Pioneer, have you ever had to go to buildings or
10 units where tenants are?

11 A. Yes, sir.

12 Q. And that's units that either happen -- because
13 they answer the door when you arrive. Does that
14 happen sometimes?

15 A. Yes, sir.

16 Q. And then there's other times where maybe you go
17 into the unit, and it appears somebody lives there
18 but they're not there?

19 A. I don't believe I've been in a tenant's property
20 without them there.

21 Q. Okay.

22 A. Just because I don't really like to be in people's
23 houses without somebody there.

24 Q. Fair enough.

25 A. But I'm sure there have been times where a shower

1 is dripping or something, and I have gotten the
2 okay to go in.

3 Q. Like, it's a quick fix and, you'll, like, tighten
4 it and then head out?

5 A. Yes, sir.

6 Q. And you said that you do like the tenant turnover
7 checklist; right?

8 A. Yes, sir.

9 Q. So, those are units that are totally empty?

10 A. Yes, sir.

11 Q. So, I'm going to come back to the units you've
12 been in where there's tenants. Do you usually
13 tell them that you're coming over, or does
14 somebody else?

15 A. As far as I know they're aware that I'm coming
16 before I get there.

17 Q. But you don't contact them, someone else does?

18 A. Yes, sir.

19 Q. And they're expecting you, in your experience?

20 A. Yes, sir.

21 Q. Okay. When you arrive, it's somebody you've never
22 met before, how do you introduce yourself?

23 A. "Hi, my name is Tyler. I'm here about a
24 maintenance call," and then usually they say,
25 "Yes, my shower is leaking," or "Yes, my sink

1 drains slow," or something like that.

2 Q. They're expecting you, I guess?

3 A. Yes, sir.

4 Q. Okay. You say that you get a sense of what you're
5 supposed to do at the property before you get
6 there; right?

7 A. Yes, sir.

8 Q. Okay. Have you ever walked into a call and
9 thought, "This is a much bigger job than I
10 expected"?

11 A. It's happened before.

12 Q. Now, when that sort of thing happens, how do you
13 like prep the tenants?

14 A. I'll just explain to them that if maybe, like, the
15 shower is leaking, or it's the valve down in the
16 basement or something, and it might take me a
17 while to find it, I just explain to them that "I'm
18 doing my best. I'm trying to get it fixed for you
19 as quickly as I can. Please just bear with me
20 while I find the problem."

21 Q. Okay. And you mentioned that there's been
22 sometimes where you walk in, and you realize the
23 job is going to be bigger than you expected. What
24 are those times? Can you talk about those a
25 little bit?

1 A. There's not any, like, certain ones that I recall,
2 just -- I know I've walked in and been like,
3 "Ahh."

4 Q. Like, this is going to take some time?

5 A. Yes.

6 Q. And you tell them, "I'm trying to get this done as
7 soon as possible for you. Please be patient"?

8 A. Yes, sir.

9 Q. Have you ever had jobs that last multiple days?

10 A. It's rare. Sometimes I can't finish emptying out
11 an apartment if the tenants leave a lot of stuff
12 behind, but not -- I've never had to go back to an
13 occupied building multiple times.

14 Q. Okay.

15 A. That I can recollect.

16 Q. Okay. And have you ever like, posted any signs,
17 or told tenants to stay out of an area because
18 you're doing some work in the area?

19 A. No, sir.

20 Q. Okay. I want to turn to a couple of specific
21 properties. Before we go into the properties, you
22 said you do general maintenance work. Can you
23 talk about what that entails a little bit more?

24 A. Maybe a shower is draining slow or won't drain at
25 all. Maybe a bathtub, same thing. Maybe a shower

1 faucet is leaking, or a kitchen sink is leaking,
2 that would be like the maintenance side. It's
3 mostly stuff like that, like, smaller drain clogs.

4 Q. Any painting?

5 A. I do some small touchup painting.

6 Q. Is that in the empty units, or sometimes in the
7 units where there's people?

8 A. Mostly, empty units.

9 Q. Can you describe, like, touchup painting? What
10 sort of thing would have you do touchup painting?

11 A. Maybe, like, they bumped something with furniture
12 when they were coming in. Or, a lot of them have
13 like -- they have kids, or there's handprints all
14 over the walls and stuff. So, we'll just freshen
15 it up, make it look nicer so when a new tenant
16 moves in, it's a clean slate.

17 Q. When you talk about kids -- I mean, you have kids
18 there, I imagine, you know. You said something
19 like bump it. Is that in the common areas or in
20 the units?

21 A. It varies. Anywhere I see like dirt on the walls
22 or handprints, or feet prints, or maybe food slung
23 on the wall or something, I'll paint that just so
24 that it's fresh for the new tenants.

25 Q. Okay. And you said "new tenants" just then;

1 right?

2 A. Yes, sir.

3 Q. So, when you have the tenant turnover checklist,
4 can you tell me what's on that?

5 A. I check -- make sure all the smoke detectors
6 function. I make sure all the toilets flush and
7 stop, like, they don't keep running. I make sure
8 all of the drains work. I make sure generally
9 that everything is in solid working condition.

10 Q. Okay. And you paint, too?

11 A. Yes, sir.

12 Q. Do you paint the whole unit generally, or just
13 certain sections?

14 A. Generally, it's just touching up. Mostly,
15 everything is the same color. So mostly it's just
16 touching up over any dirty spots.

17 Q. Have you ever painted the whole unit?

18 A. Yes, sir.

19 Q. Okay. Now, we're going to the specific properties
20 that we were talking about. Does the property 22
21 Angell Street ring a bell?

22 A. Yes, sir.

23 Q. Do you remember what you might have done there?

24 A. Yes, sir.

25 Q. Can you --

1 A. There's a one-bedroom studio apartment, I guess you
2 would call it, in the back. The tenants moved
3 out. I went in, I took out all of the -- they
4 left a mattress behind, a couple of small dressers
5 and things. I clean the trash out. I clean the
6 sink, the appliances. Just get it generally,
7 like, moving condition so it could be rented
8 again.

9 Q. So, it sounds like the turnover checklist?

10 A. Yes, sir.

11 Q. And is that a physical checklist? Is there a form
12 of boxes that you're checking off, or does it live
13 in your head and muscle memory?

14 A. I have it on my phone.

15 Q. So, you follow that every time?

16 A. Yes, sir.

17 Q. Okay. I have our first foray into the documents.
18 I'm going to ask you to turn to page 4212, that's
19 going to be in Volume 8.

20 A. Part 1?

21 MR. CALETRI: Page what?

22 MR. O'BRIEN: 4212.

23 MR. CALETRI: So, it will be -- I think it
24 would be this one.

25 Q. (BY MR. O'BRIEN): It's Bates-stamped 4212. Can

1 you explain what it is?

2 A. Yes, sir.

3 Q. It's a Home Depot receipt?

4 A. Okay.

5 Q. And it includes a bunch of supplies for
6 maintenance; right?

7 A. Yes, sir.

8 Q. Okay. Now, you've been to the property multiple
9 times?

10 A. That I can recall, only once or twice.

11 Q. Okay. So, did you buy these things for Pioneer?

12 A. Yes, sir.

13 Q. So, you placed this order on September 29th?

14 A. Yes, sir.

15 Q. Okay. Just a couple of things that are listed
16 here: Hanger strap. Adjustable spring loaded
17 plastic access panel. Blinds. Lumber. Fence
18 pickets.

19 A. Yes, sir.

20 Q. It's fair to say those are all here?

21 A. Yes, sir.

22 Q. Okay. Do you remember what you did with these
23 items?

24 A. Yes, sir.

25 Q. Can you tell me?

1 A. Would you like me to go item by item?

2 Q. Sure.

3 A. So, there's the Chain Link Fence. It's the top
4 rail post. There was a railing. It's a little
5 circle piece that holds the railing in is the
6 first item. It was just cracked from weathering
7 and stuff, I'm assuming. So, I replaced that.

8 Q. Okay.

9 A. The next one is spray foam. I don't recall exactly
10 where I sprayed it, but I would assume like a
11 small hole maybe in the floor, or just something
12 maybe from like a cable or something like that,
13 and just fill it so that no pests can enter or
14 anything like that.

15 Q. Okay.

16 A. Chain Linked Fence, Aluminum Rail End would be the
17 other end of the first item. Star Drive
18 Construction Screw would be for the fence pickets.
19 That's also on this list. Flush Cutting
20 Oscillating Multi-Tool Blade is a blade to cut the
21 fence pickets down shorter. All Purpose Cleaner.
22 Magic Eraser would both be to clean the inside of
23 the unit.

24 Q. I think I have those in my house.

25 A. 1 Game Midway Duplex Outlet Wall Plate is that

1 plate right there that goes over the light switch.
2 I'm assuming it was cracked or broken. Galvanized
3 Pipe Hanger Strap is also for the fence. Half
4 Facepiece Spray Paint is like a small sock thing.
5 I tape -- if the baseboard heaters are real dirty,
6 I'll take them outside. I'll clean them, and then
7 I'll spray paint them. So, I have the mask to not
8 inhale this stuff. The Spring Loaded Plastic
9 Access Panel is like a panel that would go on a
10 wall. I don't recall exactly what I used that for
11 at that property. 22-inch microfiber cloth I used
12 to mop the floor. 16x15 microfiber cloth is rags
13 I use to cleanup the appliances. Blinds I would
14 have put over the window. Roofing nails would
15 also be for the fence pickets, and a piece of
16 ground contact pressure treated southern yellow
17 pine would be to go behind the pickets. I think
18 it was broken a little bit so I just put a new
19 piece over it, and the last item is the fence
20 pickets themselves.

21 Q. Okay. I appreciate that. Thank you.

22 A. Yes, sir.

23 Q. Just really, quickly, I want to come back to the
24 spring loaded plastic access panel.

25 A. Yes, sir.

1 Q. You said that you're not quite sure what you used
2 that for, but have you used them at other
3 properties?

4 A. It's not something that I use normally.

5 Q. So, it was like an unusual buy?

6 A. Yes, sir.

7 Q. Is it safe to say it goes over a hole?

8 A. Yes, sir.

9 Q. Do you remember if you put it over a hole?

10 A. I don't remember. I don't recall at that property,
11 specifically, there being any holes that I would
12 have needed it for, but, obviously, I did purchase
13 it. So, I don't recall exactly what it was used
14 for, or if it was even for this property.
15 Sometimes I have other things that are not
16 finished. It might have been for something like
17 that, but it was a few months ago, and I don't
18 exactly recall.

19 Q. Okay. Thank you.

20 A. Yes, sir.

21 Q. If you recall, it's pretty thin usually; right?

22 A. The panel?

23 Q. Yeah. It says it's an 8x8; right? That's length
24 and width?

25 A. Yeah. It's 8"x8".

1 Q. But then the width itself?

2 A. It would be -- yeah, it's maybe a thickness of
3 like, I don't know, 20 sheets of paper or so.

4 Q. Okay. Would that be a quarter-inch?

5 A. A quarter-inch, yes, sir.

6 Q. Probably not even, and it would be used to cover a
7 hole, among other things, to cover a hole?

8 A. Yes, sir.

9 Q. Okay. But it might have been used at another
10 property and you just bought it --

11 A. Yes, sir.

12 Q. We can close that. Thank you. Another property.
13 Do you recognize the property, 93 Tweed Street?

14 A. Yes, sir.

15 Q. Have you worked at that property?

16 A. Yes, sir.

17 Q. What did you do at that property?

18 A. Originally, I had went there for a maintenance
19 call. I think I ended up doing something with the
20 bathroom ceiling. I think I ended up putting it
21 in that house.

22 Q. You put in the ceiling?

23 A. Yes, sir.

24 Q. Okay. So, do you remember when that was?

25 A. I believe -- I don't recall the exact date, but I

1 believe it would be a few weeks before that
2 receipt we just looked at, which is from 9/22.
3 So, early September. Sorry, what month comes
4 before September?

5 Q. August.

6 A. Yeah, late August, early September, but I'm not
7 exact on the date.

8 MR. CALETRI: I apologize for
9 interrupting. I was looking up screen access
10 panel. What property are you talking about?

11 MR. O'BRIEN: That was 22 Angell Street.

12 MR. CALETRI: No, now.

13 MR. O'BRIEN: Oh, this is 93 Tweed Street.

14 MR. CALETRI: Thank you. Sorry.

15 MR. O'BRIEN: No problem.

16 Q. (BY MR. O'BRIEN): So, sometime in August you were
17 there to do it?

18 A. Yes, sir.

19 Q. You said you were dispatched on a maintenance
20 call; right?

21 A. Yes, sir.

22 Q. Were you told what to expect when you got there?

23 A. Probably, but it's not that I recall off the top of
24 my head what it was for.

25 Q. Were you given a general sense? I realize you may

1 not remember specifically, but did you say, "I'm
2 going to go to this bathroom," or something?

3 A. I don't recall. I just know I was sent to that
4 property. When I got there I encountered a
5 bathroom ceiling that I replaced.

6 Q. We're just going to flip to 4304. That's going to
7 be in Volume 8, again. It's going to be towards
8 the end. Do you recognize this document?

9 A. I recognize, I mean, the names, not this exact
10 conversation.

11 Q. Okay. So, these were text messages that were
12 provided from a maintenance group chat?

13 A. Yes, sir.

14 Q. Okay. About midway down the page there's a chat
15 from 8/15/23 at 3:29 p.m. from Sharon. Do you see
16 that?

17 A. Yeah.

18 Q. It says: 92 Summit Street, third floor,
19 Pawtucket. 93 Tweed Street, first floor rear,
20 Pawtucket. 22 Angell Street - 1L, Johnston. Do
21 you see that?

22 A. Yes.

23 Q. Did I read that out properly?

24 A. Yes, sir.

25 Q. Is it fair to say that there was work being done

1 on this property on 8/5/23?

2 A. Yes, sir.

3 Q. Do you remember if you were -- that was when you
4 were there? You said you were there in August.

5 A. Yes, sir. I'm quickly looking through it to see if
6 I can see my name. I don't, and I don't recall
7 this exact conversation, but I'm not denying that
8 I was there around that time.

9 Q. Yeah. I'm not trying to -- I'm just wondering if
10 that was in reference to this work, as far as you
11 can tell?

12 A. Yes, sir.

13 Q. So, around mid-August you're dispatched to this
14 property. Do you remember what it was you saw
15 when you first got there?

16 A. When I got there I talked -- the tenant answered
17 the door. She told me that her bathroom ceiling
18 needed to be repaired. I went in, I had a look.
19 She, I believe, if I recall, she left for the day
20 to go to work or something like that. I took care
21 of the ceiling, and that's it.

22 Q. Okay. And you say you took care of it. Can you
23 describe the steps you took to repair it?

24 A. When I went in the ceiling was messed up. There
25 was a leak, or something like that at some point,

1 so, I put new Sheetrock on the ceiling.

2 Q. Did you have to take any ceiling down?

3 A. No, sir.

4 Q. It was gone when you got there?

5 A. There was a small piece of it. I just shimmed the
6 rest of it and went right over that because I
7 didn't want to disturb or create any extra steps
8 on cleaning or dust that I needed to.

9 Q. I apologize. I haven't heard the word "shimmed"
10 before, can you explain?

11 A. So, say you have something like this, and something
12 like this, a shim is a little piece you put
13 underneath so that they would both sit at level
14 with each other.

15 Q. So, just support, basically?

16 A. Yes, sir.

17 Q. Can you explain also the property itself? You
18 said you went in and you met the tenant, but does
19 the door open to the driveway or outside? Or, is
20 there like a hallway that you walk in and then the
21 tenant's door is there?

22 A. If I recall correctly there's a front door on that
23 property that goes right into the small unit in
24 the front.

25 Q. Okay. Was this one of the times when you ended up

1 needing some additional tools?

2 A. Not tools, but materials, yes.

3 Q. How long did it take you from the time you first
4 went there and saw the work to the time that you
5 finished for the day? About how long did that
6 take?

7 A. Maybe, about eight hours.

8 Q. Okay. I'm just going to turn to page 648, and
9 it's going to be Volume 2. Look at the very top
10 of Volume 2. Sorry, I apologize, that's 649, the
11 same page you have open there. Do you see what's
12 on 649?

13 A. Yes, sir. It looks to be an e-mail.

14 Q. For Mr. Sureka?

15 A. Yes, sir.

16 Q. And he's talking to someone named, Melissa?

17 A. Yes, sir.

18 Q. And it says: You have a violation on 93 Tweed
19 Street. It has been corrected.

20 A. Yes, sir.

21 Q. If you flip to page 650 and 651, you see the
22 corrected ceiling; right?

23 A. Yes, sir.

24 Q. Is this the work that you did?

25 A. Yes, sir.

1 Q. Okay. So, you finished all those?

2 A. Yes, sir.

3 Q. Okay. We're going to have to flip to another
4 volume. It's going to be Volume 6, Bates 2851.
5 This is a picture of the same bathroom; right?

6 A. Yes, sir.

7 Q. But it's before -- because this one is still open,
8 and the last one was repaired?

9 A. Yes, sir.

10 Q. Is this what you saw when you walked in?

11 A. Yes, sir.

12 Q. So, it was like this? This isn't after you
13 started to work?

14 A. No, this is the second I walked in.

15 Q. I have to ask: Where was all the ceiling? Was it
16 on the ground?

17 A. When I got there the ground was clean. I mean, not
18 like clean, but it was -- somebody's house -- none
19 of this -- if the question you're asking was, was
20 this ceiling on the floor, the answer is, no.

21 Q. Yeah. I guess I was wondering -- that would be a
22 lot of space and big burden, right, to navigate?

23 A. Yes, sir.

24 Q. So, I was wondering -- was it still there? Had it
25 been like that for a while long enough that the

1 person --

2 A. As far as I know, I don't know, honestly. I just
3 know when I walked in there this ceiling looked
4 like this, that's correct, and the floor didn't
5 have -- this ceiling was not on the floor. So, it
6 was already removed, or -- yeah, it was already
7 removed.

8 Q. Okay. And you were there in mid-August; right?

9 A. Yes, sir.

10 Q. Had you been there before?

11 A. No sir.

12 Q. Can you just tell me the date on this e-mail that
13 the picture is attached to?

14 A. June 3rd.

15 Q. Okay. Thank you. Did you talk to the tenant
16 about what your steps were going to be to fix the
17 property?

18 A. When I walked in she was kind of rushing because
19 she was on her way to work. I told her I would
20 have it taken care of, and that's about it. I
21 didn't really explain any of the steps or anything
22 like that. I just told her, "I'll get it taken
23 care of as quickly as I can for you. I'm going to
24 start working on it right now," and she left. I
25 probably grabbed a list of what I needed and went

1 to get the materials.

2 Q. Okay. And was there water coming out of it when
3 you got there?

4 A. No, sir.

5 Q. So, it wasn't actively raining in the bathroom?

6 A. No, sir.

7 Q. Okay. And you said you went to go get the
8 supplies; right?

9 A. Yes, sir.

10 Q. Do you remember what you purchased?

11 A. No, sir.

12 Q. Okay. Is it safe to say you needed drywall?

13 A. Yes, sir.

14 Q. Okay. Can you tell me about how you set up to
15 work in the bathroom?

16 A. I would have covered the -- I would have sealed
17 myself in the bathroom just to not make a mess in
18 her apartment. I would have -- I know for this
19 ceiling, I did not remove any of this. I just put
20 a new ceiling directly over it. So, I just
21 screwed in Sheetrock directly to these studs over
22 what was already there so I didn't have to disturb
23 anything or create more of a mess for myself or
24 for the tenant.

25 Q. Sure. If you look to the right side of the

1 picture, to me -- and I'm not a maintenance person
2 certainly, or have any experience in
3 construction -- but it looks like the ceiling is
4 dripping a little bit. Was it?

5 A. Yes, sir, it looks like it is.

6 Q. So, when you put the new ceiling in, do you screw
7 it into the panels that are here and like
8 essentially move the part that's drooping up so
9 it's resting on it, or do you remove that piece of
10 the ceiling?

11 A. I didn't remove it. Basically, when you put the
12 new Sheetrock up, the screw that goes through the
13 new Sheetrock is going to also go through this one
14 so it's holding everything up.

15 Q. Gotcha. Okay. And you closed the door?

16 A. Yes, sir.

17 Q. Is there climate control in the apartment, do you
18 remember? Air-conditioning.

19 A. It was before the wintertime. So, I'm not sure.
20 I'm assuming that there's climate control because
21 it's an apartment, but it wasn't freezing or
22 really hot. So, I can't exactly recall.

23 Q. So, even though it was summer, it wasn't like
24 super hot, as far as you recall?

25 A. Yes, sir.

1 Q. Okay. I couldn't blame you for it, did you open
2 the window for some air?

3 A. No, sir.

4 Q. How long did it take from start to finish?

5 A. About eight hours.

6 Q. Okay. So, about eight hours you had gone to the
7 apartment, gotten the stuff from Home Depot, come
8 back, took care of it?

9 A. Yes, sir.

10 Q. And when you were done, can you tell me how you
11 cleaned up?

12 A. I wiped everything down. I had plastic on the
13 floor, just for any new plaster dust that might --
14 I mean, when you put the screw in you might get a
15 little dust from the new Sheetrock, but very
16 minimal. I try to keep everything as clean as I
17 can for the people that live there, and also since
18 I'm the one that has to clean it up, I try to make
19 as little mess as I can.

20 Q. Sure. And you said before that you hadn't put up
21 signs before; right? So, is it safe to say you
22 didn't put up signs here?

23 A. Yes, sir. There would be no reason to put up a
24 sign here.

25 Q. And then you closed the door and that was it?

1 A. Yes, sir.

2 Q. You mentioned before that you spray paint
3 sometimes baseboard heaters, and that you would
4 wear like a respirator for that?

5 A. Yes, sir.

6 Q. Are you doing that in a place like this, or are
7 you just there yourself?

8 A. No, I'm not going to spray paint anything inside of
9 somebody's active apartment.

10 Q. No, sir. I just meant, do you wear a mask when
11 you're there by yourself?

12 A. It depends, if I smell -- like, if there might be
13 mold or something, I might wear a mask. Looking
14 at this picture it doesn't look like there's any
15 mold.

16 Q. Okay. So, you weren't wearing a mask when you did
17 this?

18 A. Not that I recall.

19 Q. So, when you finished the job -- strike that.
20 What tools did you use to do all this? You
21 mentioned screws before.

22 A. Yeah.

23 Q. What else would you need?

24 A. A razor blade to cut the new drywall, and maybe a
25 spackle knife to put joint compound on where the

1 new drywall seam is to smooth it out, and maybe a
2 drill to put the screw in. That's about it.

3 Q. Okay. So, it sounds like the biggest part of the
4 job is measuring the drying -- the new drywall --

5 A. Yes, sir.

6 Q. -- and screwing it?

7 A. Yes, sir.

8 Q. So, it's not like a super complex job?

9 A. No, sir.

10 Q. All right. You said that you put plastic down to
11 catch some of the dust that might come off?

12 A. Yes, sir. Generally, for footprints, anything. I
13 try to keep my cleanup and the mess that I make as
14 small as possible.

15 Q. Sure. And the tenant and stuff, is it still in
16 there when you're in there?

17 A. What do you mean?

18 Q. The tenant's bathroom supplies, toilet paper,
19 toothbrushes.

20 A. I would have removed everything from the bathroom.

21 Q. And did you?

22 A. Yes, sir.

23 Q. And there was debris created in this project, you
24 said, mostly from the drywall, but you said there
25 might be some debris, and that's why you put down

1 the plastic; right?

2 A. Yes, sir. I'd put down the plastic because I cut
3 all the drywall outside just with the razor blade
4 so I could leave the extra stuff outside, and I
5 didn't have to knock anything down in her
6 apartment. So, between going in and out, I put
7 plastic down so that I don't get dirt all over the
8 people's floors or anything, but no construction
9 debris or dust of any importance would be created
10 with this job.

11 Q. Okay. So, you cut it outside, bring it in, and --

12 A. Yeah.

13 Q. We said before that -- the picture we had looked
14 at before when the ceiling was cut out, or
15 appeared to be cut out -- that you came into it
16 like that? That you saw it like that when you
17 first saw it; right?

18 A. This picture?

19 Q. Yes.

20 A. Yes, sir.

21 Q. Do you know who cut out the rest of the ceiling?

22 A. I have no idea.

23 Q. Okay.

24 A. To be honest it looks like it was naturally broken.

25 If you look in the right corner, you can see it

1 looks broken off. It doesn't look cleanly sliced.

2 Q. The part where it's dripping?

3 A. Yes, sir.

4 Q. Do you know -- I know you said you don't know who,
5 if anybody, cut this down, but do you know if
6 anyone did?

7 A. No, sir.

8 Q. So, you don't remember if somebody had said in a
9 text message, I don't know, "Mark (sic), go to
10 Tweed Street"?

11 A. No, sir. I know that when I got to this property
12 on this date it was the first time I had been to
13 this property, or knew that Mr. Sureka even owned
14 this property.

15 Q. Okay.

16 A. I hadn't previously been there.

17 Q. And, by this day, you mean August 15th, or
18 thereabouts?

19 A. Yes, sir.

20 Q. Okay. Thank you.

21 MR. O'BRIEN: Why don't we take a
22 five-minute break. Does that sound good?

23 THE WITNESS: Yeah.

24 (RECESS TAKEN AT 11:56 A.M.)

25 MR. O'BRIEN: Back on the record.

(TESTIMONY RESUMED AT 12:07 P.M.)

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Q. (BY MR. O'BRIEN): All right. The next property I wanted to touch on was 14 South Street. Do you recognize that property?

A. Yes, sir.

Q. Have you been there?

A. Yes, sir.

Q. Do you know how many times?

A. At least twice -- at least three times that I know of.

Q. Was that for the same project, or -- strike that. Was that for the same project, or were those three separate occasions?

A. One was to pick-up a refrigerator that was trashed. One was to pick-up a stove that was trashed, and the other one was to clean the unit.

Q. Cleaning the unit for what?

A. I guess it would be the turnover that you mentioned earlier.

Q. The tenant turnover?

A. Yes, sir.

Q. Okay. Can you talk about what you did for the tenant turnover in that apartment?

A. I know the toilet was running, I remember, because I didn't fix it the first time. I ended up having

1 to go back the same day. The toilet was running.
2 The apartment was pretty dirty so I cleaned the --
3 I didn't clean the appliances, they got replaced.
4 I just cleaned the bathroom, the shower, the
5 toilet, mopped the floors, touched up maybe a few
6 paint spots. That's about it.

7 Q. Now, do you remember when that was?

8 A. Not exactly. I know I was there maybe a few weeks
9 ago because there was a refrigerator that needed
10 to be removed.

11 Q. Okay.

12 A. But I don't remember exactly when I was there to do
13 the cleaning.

14 Q. Okay. I'm going to ask you to flip to 4313.
15 That's going to be Volume 8 towards the end. All
16 right. Are you there?

17 A. I'm there.

18 Q. Okay. And do you see a text from 8/9/23 from
19 Mr. Sureka saying, "Tyler, we need to go to 14
20 South Street 10"?

21 A. Yes, sir.

22 Q. And you say, "On my way"; right?

23 A. Yes, sir.

24 Q. Was that for this tenant turnover?

25 A. Yes, sir.

1 Q. So, it's safe to say that the tenant turnover job
2 that you did there was on or around August 9th of
3 2023?

4 A. Yes, sir.

5 Q. Okay. All right. We'll get back to that. So, we
6 said that it was on August 9th?

7 A. Yes, sir.

8 Q. And you walked through some of the things that you
9 do for tenant checklists. You cleaned the
10 bathroom, you said?

11 A. Yes, sir.

12 Q. And the kitchen?

13 A. Yes, sir.

14 Q. But not the refrigerator 'cause you were moving
15 in?

16 A. Yeah. I believe Ed got a new refrigerator and a
17 new stove for that property.

18 Q. Okay. And you did some touchup paint?

19 A. Yes, sir.

20 Q. Did you ever do work interior and exterior for the
21 turnover if you're there?

22 A. Yes. Exterior, I -- I mean, every property I go to
23 I walk around and make sure there's no trash, or
24 broken glass, or anything in the yards or in the
25 driveways.

1 Q. Okay. Great. And you do that -- strike that.
2 Are you asked to do that, or do you just do it
3 'cause you're a nice guy and it's there?

4 A. I'm sorry, yeah. I've been asked to make sure that
5 the yards are not a mess, that the trash is picked
6 up and stuff like that.

7 Q. Okay. I'm going to go on for now. I have one
8 thing I want to ask you about this property, but
9 we'll come back to it when the other person gets
10 back.

11 A. Yes, sir.

12 Q. Okay. 305 Prospect Street in Pawtucket. Does
13 that sound familiar?

14 A. Yes, sir.

15 Q. You've worked on that property?

16 A. Yes, sir.

17 Q. Can you tell me what you've done on the property?

18 A. That property was -- so, there's two units, a
19 smaller one and a bigger one. The bigger one was
20 -- the people that lived there were gross before.
21 There was plates of food left everywhere. All of
22 the mattresses, trash, everywhere. I cleaned it
23 out. I put in a new toilet. I think I may have
24 painted the cabinets and just the general
25 checklist stuff.

1 Q. Okay. And do you have a sense of how many times
2 you've been to the property?

3 A. To 305 Prospect Street, I would say probably a
4 dozen.

5 Q. Oh, really, that many?

6 A. Yes, sir.

7 Q. You mentioned that there was a lot of garbage in
8 that one unit; right?

9 A. Yes, sir.

10 Q. Was that why you said before that sometimes you go
11 back if you can't get everything out, there's a
12 lot of stuff in the apartment, is that why?

13 A. Yes, sir.

14 Q. So, you went in to do the cleaning, but there was
15 a lot of cleaning to do so you had to go back
16 multiple times?

17 A. Yes, sir.

18 Q. Have you ever done more like maintenance-oriented
19 things. I know you said that you have. Sorry, my
20 mouth isn't moving as quickly as my brain. You
21 said you had replaced like, toilets, maybe painted
22 cabinets. Was there anything else that you can
23 remember doing at the property?

24 A. There's a bunch of stuff at that property I'd done,
25 but it was nothing -- no, like, major jobs. I

1 know it took me forever to empty it out to clean
2 it.

3 Q. Do you mean the unit or the building itself?

4 A. The unit. I mean, the outside, too, there was -- I
5 mean, it's right on the corner in Pawtucket so
6 there's broken glass and stuff like that that I
7 cleanup every time I go there pretty much.

8 Q. That must be frustrating?

9 A. Yeah. I put laminated plank flooring in the
10 bathroom just because there was tile or something,
11 and it was broken. I put blinds up. Even though
12 there was an issue with the bathroom sink, I had
13 to replace the P-Trap.

14 Q. P-Trap?

15 A. Yeah. Sorry, I explained it to her earlier. It's
16 a little piece that goes underneath the sink that
17 everything drains through.

18 Q. Okay. You said that some other stuff has been
19 done at the property?

20 A. Yes, sir.

21 Q. And was that stuff that you did at the property
22 earlier, or stuff done by other people?

23 A. As far as I know, I've never seen anybody else at
24 the property.

25 Q. So, you would have done that work?

1 A. Yes, sir.

2 Q. If we flip to 2621. That's going to be Volume 5.

3 A. Do you want me to keep this one?

4 Q. You can put it down. This is an Inspection
5 Report; right?

6 A. Yes, sir.

7 Q. And do you see the date at the top?

8 A. July 19th or July 14th. I can't really tell.

9 Q. Sorry, July 19th?

10 A. Yes, sir.

11 Q. And you see down the middle where it says,
12 "Ceiling needs repair." I actually can't read
13 that middle work, "something affected."

14 A. "Not properly maintained. Ceiling needs repair."
15 It says, "Ceiling fan affected."

16 Q. Ceiling fan affected, thank you. And you know
17 that because you worked on it?

18 A. Yes, sir, I fixed it.

19 Q. So, you fixed it. Okay, then it says -- there's a
20 circle here over "Not properly maintained.
21 Cracks, and loose"; right?

22 A. Yes, sir.

23 Q. So, you repaired these things?

24 A. Yes, sir.

25 Q. And the date on this is July 19th?

1 A. Yes, sir.

2 Q. Okay. I'm going to have us flip to 4273, and that
3 is Volume 8. This is a receipt from Home Depot;
4 right?

5 A. Yes, sir.

6 Q. Did you place this order?

7 A. Yes, sir.

8 Q. Okay. And the date on the order is August 7th;
9 right?

10 A. Yes, sir.

11 Q. Okay. Can you remember what these things were
12 used for?

13 A. Red Builder's Paper I put on the floor. I'll
14 either use the paper or the plastic. After I
15 clean the unit, and I have to -- I put all of my
16 -- anything I bring inside, I'll put on top of
17 plastic or paper so I don't have to clean again.

18 Q. So, sometimes you use plastic, sometimes you use
19 paper?

20 A. Yes, sir. Pro Clear Plastic Delux Tray Liner. I'm
21 guessing that's the plastic that goes in the
22 roller trays. 9x3/4 High-Capacity Paint Roller.
23 It's a little sleeve that goes on it. Pro Grade
24 Popcorn Ceiling Texture. It's a spray you spray
25 on the ceiling to match the texture. Alex Plus is

1 caulking for any, like, small gaps, or anything
2 that might be on baseboards or anything like that.
3 A 7" Mini Roller Tray, which would be used for a
4 7" Mini Roller. A 5-gallon paint bucket lid,
5 which I use on top of the -- I remember buying
6 this. I bought it because the joint compound -- I
7 started buying the powder stuff, and one of them
8 broke in my truck so it had dust everywhere. So,
9 I bought that to -- so I can pour it in there and
10 put the cover on it.

11 Q. Very reasonable.

12 A. A paint Stick for a 5-gallon, 3 pack. It's really
13 21 inches. It's just a tall, like, stick of wood.
14 I don't remember what I used it for. Maybe,
15 probably, to stir paint or something, and then one
16 gallon of Low Odor Interior Paint and Primer.

17 Q. Do you remember --

18 A. Which would be used for touchups, and, like I said,
19 that house had a lot of -- with all due respect,
20 the tenants that lived there previously were
21 disgusting.

22 Q. I think you said gross before; right?

23 A. Yeah. There was a lot of handprints and food stuck
24 to the wall, just nastiness.

25 Q. How do you handle that?

1 A. I wipe it off with a wet rag, scrub it the best
2 that I can and paint over it.

3 Q. And what do you use to scrub?

4 A. Just a sponge. Just, like, either a microfiber
5 rag, that's why I buy hundreds of them, or the
6 yellow part of the sponge. I don't use the other
7 side because I don't want to disturb anything or
8 scratch anything.

9 Q. Okay. And the popcorn ceiling texture, can you
10 explain how you used that?

11 A. So, popcorn ceiling is, you know, the texture on
12 the ceiling. If a part of it is -- say somebody
13 was moving a couch in or something and it bumped
14 the ceiling, maybe it might dull it a little, or
15 the texture might come off. So, that, you would
16 just spray out of the can, and it would duplicate
17 the texture that's already on the ceiling.

18 Q. Okay. And would you put it over just the place
19 where it's been -- how do I put this? You can do
20 it over water damage; right?

21 A. No.

22 Q. No?

23 A. I mean, I'm sure you could. I don't think it would
24 be beneficial. If there's water damage, it's
25 going to fall off again.

1 Q. Yeah, I've watched this video where someone
2 moistened it a little bit. Do you do that when
3 you apply it? They moisten the ceiling a little
4 bit?

5 A. I've never heard of that method, no.

6 Q. Okay. All right.

7 A. I'm not very good at it, either, so maybe that's
8 something I should try.

9 Q. Who's to say?

10 A. Yeah.

11 Q. But, in any case, you didn't do that here?

12 A. No, sir.

13 Q. Okay. Did you like use anything to like scrape
14 off the disturbed paint? Like you said, if the
15 couch hit it or something?

16 A. No, sir. I would have just feathered it in. I
17 would have just spread it thick and lighter as I
18 came out so it would blend in.

19 Q. Okay. Thank you. And you said this was over a
20 turnover project; right?

21 A. Yes, sir.

22 Q. So, there weren't tenants there?

23 A. No, sir.

24 Q. They had left off their stuff there?

25 A. Yes, sir. This actually is for this unit that

1 they're referring to where the ceiling needs
2 repair, there's a drop ceiling tile that just from
3 moisture and humidity it had bowed down a little
4 bit, like, one of these. So, it was touching the
5 ceiling fan. That's what this is talking about,
6 and in this same unit, which was vacant, is where
7 I used the texture. The whole unit is not --
8 there's just one spot in the bathroom that needed
9 to be textured.

10 Q. Okay. I want to just have us look to 2503.

11 That's going to be Volume 5. Is that the ceiling?

12 A. This is that unit, but this is not the ceiling that
13 I fixed.

14 Q. So, this isn't the ceiling that you applied the
15 popcorn ceiling even though it's popcorn ceiling?

16 A. Yes, sir. It's the same apartment, but it's not
17 the same room. This is the kitchen. Where I did
18 was the bathroom.

19 Q. Do you know if anyone else did the kitchen?

20 A. No, sir.

21 Q. Okay.

22 A. As far as I know, I'm the only one that's worked on
23 that property. The ceiling fan, this is not even
24 -- I mean, this is not a fan anymore, but this is
25 not what they were talking about on that

1 inspection report.

2 Q. I just want to make sure I'm understanding.

3 A. The inspection report that we were just looking at
4 is on Volume 2. I don't remember the page,
5 though.

6 Q. Just flip to 2506, it's two more pages up. This
7 is an e-mail, right, from Mr. Sureka?

8 A. Yes, sir.

9 Q. And he's writing to Melissa?

10 A. Yes, sir.

11 Q. And based on the other messages and the previous
12 two pages, Melissa is Melissa Fontais (sic) who is
13 a Municipal Court Clerk in the City of Pawtucket,
14 and it says, "Please see attached." Can you read
15 for me what was attached?

16 A. A picture of the ceiling fix. Invoice for
17 exterminator and lead search for all units.

18 Q. So, are you sure that this isn't the ceiling that
19 you repaired?

20 A. Yes, sir.

21 Q. Okay. So, someone else must have done it?

22 A. No, sir. I think what happened was there was a
23 little bit of confusion with possibly what ceiling
24 it was. If I had to assume, which I don't really
25 want to do, but this is the ceiling that -- I'm

1 assuming that this is the ceiling that Mr. Sureka
2 thought was repaired because that's a ceiling fan,
3 and that's what it said on the report, but this is
4 not the ceiling.

5 Q. Okay. So, it was a mistake?

6 A. Yes, sir.

7 Q. Okay. Appreciate that. Thank you.

8 A. Yes, sir.

9 Q. I'm going to have you flip to 4277. That's Volume
10 8. This is a Home Depot receipt again; correct?

11 A. Yes, sir.

12 Q. Do you remember buying this stuff?

13 A. Yes, sir.

14 Q. And the date on it is October 9th, 2023; right?

15 A. Yes, sir.

16 Q. Okay. Can you tell me what you did with all the
17 materials you purchased?

18 A. A 4x4 foot sanded plywood project panel, I used
19 those from time to time. I don't remember exactly
20 what I did with this one, but if I had to take my
21 best guess, underneath the kitchen sink, you know,
22 people put a wet pan or something there that will
23 leave a ring that doesn't look appealing. So, I
24 put a new -- it's 15/30-seconds of an inch, you
25 know what I mean? So, I mean, a little less than

1 half-an-inch. Just a new piece in there so when
2 they open the cabinets it looks fresh.

3 Q. So, I'm just going to ask to clarify. So, in my
4 apartment you open up the space under the sink,
5 there's this little, like, dip because it's been
6 like water damaged. Is that what you're talking
7 about, like, you replaced the bottom of that?

8 A. Yes, sir. I just put that directly over that
9 unless it was, like, crazy rotted or something,
10 which I would remember, and I don't.

11 Q. Okay. So, you just put it over it. You didn't
12 take out the piece that was already in there?

13 A. Yes, sir.

14 Q. Okay. Please continue.

15 A. A foam weather seal is -- that's the -- you tuck it
16 into the front door just so the cold air can't
17 come in. Textured 2x4 laying ceiling tiles was to
18 repair the ceiling that they were talking about on
19 the inspection report that was affecting the
20 ceiling fan where it was drooping. Adjustable
21 wood screen, it's -- I started using those because
22 it's easier than building the screen. You just
23 put it in and pull it out so it fits, and that's
24 it. Plastic tray liner is for -- the same thing
25 as the next one, the rollers.

1 Q. That's paint rollers; right?

2 A. Yes, sir. And aluminum screen kit. I think they
3 ran out of -- I think I bought all of the
4 adjustable ones, so I ended up having to build
5 some of them. 5/8th inch 23x23 patch and repair
6 drywall. In the basement there was a small hole.
7 I just screwed that panel directly over the hole.
8 I didn't even cut it out and patch it or anything.
9 I just screwed it right over it.

10 Q. What was the hole? Could you see in it?

11 A. There's a pipe behind it. I'm assuming maybe
12 somebody had tried to open the cleanout for the
13 pipe at some point. So, there was -- like, maybe
14 the size of a fist or a hammer, small hole like
15 this. So, I just got the patch in case somebody
16 needed to go back in there I didn't cut it out and
17 all that. I just screwed it right over it so they
18 could just pop the screws out if they needed to.

19 Q. So, that was inside, right, in the basement?

20 A. Yes, sir. High density fabric booster mini roller
21 is what I use. It's a smaller roller, so, it's
22 good for, like, handprints or dirty walls and
23 stuff like that that I'm just touching up. 9x12
24 clear plastic drop cloths. I put plastic on all
25 of the floors because I'm not the best painter.

1 I'm sure Mr. Sureka can tell you that. I've made
2 a mess a few times, so, I cover everything. If
3 I'm taking a paintbrush out, even if it's the
4 paint ones bought 1"x1," I cover everything
5 because I've spent enough time scraping paint off
6 the floors that I put on there.

7 Q. What's the phrase, an ounce of prevention is worth
8 a pound of cure?

9 A. Yes, sir. I just recently learned that.

10 Q. All right. Go ahead, sorry.

11 A. The all purpose ready mix joint compound is just a
12 small one for any, like, nail holes or anything
13 like that that people might have put. I just skim
14 over it and fill those quickly, and then use the
15 small roller to paint it in. Fine thread drywall
16 screws is what I used for the patch that I told
17 you to just screw over.

18 Q. With the hole?

19 A. Yes, sir. I think I bought this big gap filler
20 because I was going to use that originally to fill
21 the hole, but then I was, like, somebody may need
22 to get back in there because it's the plumbing.
23 So, I just covered it. Delicate surface painter's
24 tape, I put on -- well, I taped the plastic down
25 and when I see like handprint or something on the

1 wall, I'll put a piece of blue tape on there just
2 so that I don't forget to do that.

3 Q. Like, a visual reminder to take care of it?

4 A. Yes, sir.

5 Q. And it continues on the next page?

6 A. Yes, sir. Some more rollers, again, for small
7 touchups. Particulate replacement filters, this
8 is the house that I stated was disgusting or
9 gross, or however I said it, it stunk, and I know
10 I bought the filters because I didn't want -- I
11 have a phobia of, like, other people's dirty stuff
12 I don't want to deal with or touch or smell.

13 Q. So, that must have been a hard property for you?

14 A. Yes, sir, it was very hard. The mortar mix, I
15 think there was -- in the front I think there was
16 a small crack in the stairs. You can only buy it
17 in 55 pounds, though, it comes in a bag.

18 Q. Okay.

19 A. I think I used that to fill a small crack that was
20 on the top of the step.

21 Q. The step?

22 A. Going into the property from outside.

23 Q. Okay. So, it was an exterior step?

24 A. Yes, sir.

25 Q. Is it a concrete staircase?

1 A. Yeah, it's concrete steps. It had a small, like,
2 fracture crack in it. So, I just filled it with
3 the mortar mix instead of concrete because mortar
4 mix is smooth and better for stairs.

5 Q. Okay.

6 A. The last one would just be a smoke alarm.

7 Q. So, there wasn't a smoke alarm before? You had to
8 buy it?

9 A. There was -- it was just beeping. I changed the
10 battery. It was still beeping, so, I replaced it.

11 Q. Okay. Now, if I'm understanding correctly,
12 correct me if I'm wrong. You talked about buying
13 the particulate filters when, you know, you were
14 doing that drywall thing at Tweed Street, and now
15 you said it was, like, pretty smelly. Is it,
16 like, normally part of your routine, or is it just
17 like when there's a particular reason that --

18 A. If I'm going to be -- so, 93 Tweed Street was the
19 apartment. The lady was -- I don't know how to
20 say it. It was pretty dirty, too. So, whenever I
21 go into anybody else's apartment, if they're home,
22 I try not to wear like the big mask, like, to say,
23 like "Oh, this place is gross," you know what I
24 mean? But that -- at 305 Prospect Street, the
25 previous tenant was peeing on the floor, or the

1 kid was peeing on the floor. So, that property
2 was extremely hard for me to go into. That's what
3 I bought those particular filters for.

4 Q. So, you wouldn't wear them normally, but you wear
5 them if there's, like, a smelly --

6 A. Yes, sir.

7 Q. Gotcha.

8 A. I had, like, the N95, or whatever regular mask, but
9 I could still smell it horribly through there.

10 Q. Sorry about that.

11 A. Yes, sir.

12 Q. Now, give me one second here. So, the mini roller
13 -- the mini rollers that you bought, they seem
14 pretty big, like, 4 1/2"x2," would you agree?

15 A. I don't think a lot of people would agree that 4
16 inches is pretty big.

17 Q. Okay. Can you tell me about the touchup paint
18 that you did there?

19 A. Yes, sir. As I stated previously, there was food
20 and just nastiness flung on the walls. There was
21 like a pile of cheese stuck to the wall, so, I
22 took that off and I painted, you know -- like, you
23 can still see a little yellow around it. There
24 was a lot of handprints, like -- it looked like
25 maybe they were spitting on the wall or something.

1 It was just like a spot and then it ran down. So,
2 I just used -- like the 4" is good for -- to just
3 do small touchups like that.

4 Q. Did you also use the 9" ones? Those are on page
5 4278.

6 A. Not that I recall. I probably just purchased them
7 to keep with me in case I needed them, but as far
8 as I can recall, we didn't do like a super repaint
9 or anything.

10 Q. Yeah. It just seems weird, because you described
11 like a menace of an apartment; right?

12 A. Yeah.

13 Q. Like, food on the ceilings. You said there was a
14 little bit of quick setting cement that you put
15 over, like, nails and stuff?

16 A. No, that cement is for outside.

17 Q. Oh, I'm sorry, right.

18 A. The joint compound. Yes, if there's any like small
19 tack holes or anything, I just fill those quickly,
20 use the mini rollers that go over it. Pretty much
21 everything is the same color so the paint already
22 matches. So, it's not often that I would have to
23 paint the entire unit. This was one of those
24 cases where we just didn't -- there was a lot of
25 touchups, but that's what happened.

1 Q. When you say "a lot of touchups," can you give me
2 a more precise --

3 A. A lot of handprints. A lot of -- on the doors next
4 to where you grab the doorknob, just dirt from
5 your hand. Just small dirty spots on the wall
6 that were touched over with the fresh paint.

7 Q. Can you give me a sense of how long it took just
8 to do the painting? I know it was a bigger
9 project, but just, like, to do the painting, how
10 long did that take?

11 A. All together about a few days, probably. In, like,
12 the sense of like seeing something and touching it
13 up and then, like, continuing doing what I was
14 doing, and then -- like, going back there, then
15 I'll realize, "Oh, I missed a piece of blue tape
16 that I put on," or, I missed something. So, it
17 wasn't all completed, like, at one specific time.
18 Like I said, I've been to this property about a
19 dozen times.

20 Q. So, overall, you went back a couple of times, and
21 you did a little bit of painting each time,
22 basically?

23 A. Yes, but, I wasn't there specifically to go back
24 and paint. It was, like -- I just seen other
25 dirty spots that I painted over.

1 Q. Understood. Okay. Thank you.

2 A. Yes, sir.

3 Q. I'll move on to another property now. This one is
4 149 Park Avenue in Woonsocket. Do you recognize
5 that?

6 A. I don't recall the exact address. It does sound
7 vaguely familiar, though.

8 Q. If you'll flip to 4313, that's going to be Volume
9 8. On August 8th here at 4:10, there's a text
10 from you saying 62-64 Pleasant Street. Do you see
11 that? It's about halfway down the page.

12 A. Yes, sir.

13 Q. If you go down -- can you tell me what's happening
14 in this message because you're listing off
15 properties, but why?

16 A. Yes, sir. So, if you refer to the top of the page
17 it says, "Needs weed whacking." I also take care
18 of -- when the weather permits, I take care of
19 some of the landscaping for Pioneer, for
20 Mr. Sureka.

21 Q. Okay.

22 A. So, we're discussing -- I believe this day it was
23 raining, yeah. I said if I have a window that
24 it's not raining -- so, we're coming -- I sent a
25 list of the properties either that I had went to

1 and already completed landscaping, or that I
2 hadn't completed that I was going to. If I read
3 through it, I could probably tell you if they were
4 already done, or --

5 Q. Okay. So, this might be like the text version of
6 your blue painter's tape? You're just reminding
7 yourself these are things you have to do?

8 A. Yes, sir.

9 Q. And 149 Park Ave. is on it; right?

10 A. Yes, sir.

11 Q. So, is it fair to say that you went to the
12 property on or around August 8th?

13 A. Yes, sir.

14 Q. Okay. Do you remember what you did at the
15 property?

16 A. Landscaping.

17 Q. Just landscaping?

18 A. Yes, sir.

19 Q. Just out of curiosity, what is the landscaping at
20 that property? I know it says "weed whacking" up
21 here, but anything else?

22 A. So, I believe 149 and 157 are two side-by-side
23 houses. So, it's just basically, I cut the grass.
24 I weed whack. I use the weed whacker to make the
25 edges so it looks nice. I blow the stuff off, and

1 clean it up. I rake up any leaves or anything if
2 there is any.

3 Q. And you said you think 149 and 157 are maybe
4 side-by-side?

5 A. Yes, sir.

6 Q. Do you remember if you've been to 157 also?

7 A. Yes, sir. I cut the grass on both properties.

8 Q. Have you ever done any maintenance work there,
9 other than landscaping?

10 A. Not that I can recall off the top of my head.

11 Q. I'm just going to have us look to 4252.

12 MR. O'BRIEN: Don't worry, we'll break for
13 lunch in a few minutes. I just want to get
14 through this first.

15 Q. (BY MR. O'BRIEN): So, this is a Home Depot
16 receipt; right?

17 A. Yes, sir.

18 Q. Looking at it, do you remember buying this stuff
19 for this property?

20 A. No, sir. I'm not denying that I did buy it, but I
21 don't recall this exact transaction.

22 Q. And just flip the page to 4254. Do you remember
23 buying this stuff?

24 A. I don't remember this exact transaction. I'm not
25 saying that I didn't buy this stuff, I just don't

1 remember.

2 Q. Is it fair to say that most of the things listed
3 on 4254 and 4252 are more to do with, like,
4 construction renovation than landscaping?

5 A. Yes, sir.

6 Q. And you said that you think you've just done
7 landscaping on these properties?

8 A. Yes, sir.

9 Q. Are you sure you haven't done any construction
10 work at this property?

11 A. I may have, but, like I said, I remember Prospect
12 Street and Tweed Street because Tweed was a bigger
13 job than I was expecting. Prospect Street, I've
14 been to a dozen times, but Mr. Sureka has a
15 million properties.

16 Q. Sure.

17 A. I've been to a lot of them. I don't recall every
18 single one.

19 MR. O'BRIEN: Okay. Then, let's take a
20 few minutes -- well, 45 minutes for lunch.

21 (RECESS TAKEN AT 12:46 P.M.)

22 MR. O'BRIEN: We're back on the record.

23 (TESTIMONY RESUMED AT 1:38 P.M.)

24 Q. (BY MR. O'BRIEN): All right. So, when we --
25 right before we broke we talked about 149 and 157

1 Park Avenue. You said that you didn't think you
2 worked there; right? Strike that. You said you
3 hadn't -- you thought you'd only done landscaping
4 there?

5 A. Yes. I don't recall any work that I did on the
6 inside of those properties.

7 Q. Okay. Do you recognize the property 10 to 12
8 Youngs Ave. in West Warwick?

9 A. Yes, sir.

10 Q. You worked on that property?

11 A. Yes, sir.

12 Q. Can you tell me the work you've done on the
13 property?

14 A. I cleaned out the unit on the second floor. I made
15 sure there was a vent fan that was not functioning
16 that I took care of so that the bathroom could
17 have proper vent function, I guess, you would say.
18 I had cleaned up a little bit in the basement, and
19 I have also cut the grass there.

20 Q. You said you've done some work there in the
21 basement?

22 A. Yes, I did, just straightening stuff up.
23 Basically, there was just, I don't know, just
24 debris and stuff. Not like construction debris,
25 just tenant's debris and stuff. I just neatly

1 arranged it so it's not a mess.

2 Q. Okay. Do you remember when you were there?

3 A. I don't recall exactly. I know it was a few months
4 back.

5 Q. So, over the summer maybe?

6 A. Yes, sir.

7 Q. Would you be able to say it was in July?

8 A. I can't guaranty you that that's the correct
9 answer.

10 Q. Okay. Well, whatever -- whatever is true, you
11 know, it's not a correct answer; right?

12 A. Yes, sir. It was probably around that time.

13 Q. Okay. Were you given a specific task to do when
14 you went there?

15 A. I'm sure I was, but I don't recall off the top of
16 my head what exactly I was there to do. I know a
17 vent fan wasn't functioning properly, and there
18 was some tenant debris in the basement and second
19 floor right, I believe it was vacant. I cleaned
20 it up.

21 Q. Okay. For a tenant turnover?

22 A. Yes, sir.

23 Q. Okay. Could you just flip to 1934. That will be
24 Volume 4.

25 A. 1924?

1 Q. 34. If you look to 1932. It's the start of it.

2 Okay. This is an Inspection Report; right?

3 A. Yes, sir.

4 Q. From the City of West Warwick?

5 A. Yes, sir.

6 Q. For 12 Youngs Ave.?

7 A. Yes.

8 Q. Okay. I'm just going to run through some of the
9 things that we see here. There's a violation for
10 junked vehicles; right?

11 A. Yes, sir.

12 Q. And then the ceiling kitchen light doesn't work?

13 A. Yes, sir.

14 Q. Tenants weren't provided information about lead
15 hazards. That's on the next page.

16 A. Yes, I see it.

17 Q. Do you see where it says, "Interior surfaces.
18 Repair and repaint areas of peeling and chipped
19 paint and the holes on several walls in a lead
20 safe manner." Do you see that?

21 A. Yes, sir.

22 Q. And at the top of the next page there's a couple
23 of pictures. Do you see them?

24 A. Yes, sir.

25 Q. They're a little small, I'm sorry about that. Did

1 you see any of the stuff when you were there?

2 A. I'm sure I did if there's pictures of it, but I
3 don't recall.

4 Q. Did you fix these things?

5 A. I don't recall.

6 Q. Okay. Do you recall who did?

7 A. No, sir.

8 Q. Okay. And then a page over, 1936. The bathroom
9 ceiling has large mold growth which has to be
10 removed. Do you see it?

11 A. Yes, sir.

12 Q. It also says that a vent needs to be installed?

13 A. Yes, sir.

14 Q. Did you install that vent?

15 A. Yes, sir.

16 Q. So, you did the vent, but not the other things?

17 A. Yes, sir. I took care of the bathroom mold issue,
18 but I did not cut the Sheetrock out and replace
19 it.

20 Q. How did you take care of it?

21 A. Mold primer. Mold killing primer. I went back a
22 few days later and checked to make sure there was
23 no regrowth, and everything seemed to be okay when
24 I left.

25 Q. And is that like a paint -- like, a paint primer?

1 A. Yes, sir.

2 Q. It's over that whole ceiling that's pictured
3 there; is that right?

4 A. Yes, sir. That's the corner over the toilet.

5 Q. Okay. And you put it in the fan; right?

6 A. Yes, sir.

7 Q. It makes it sound like there's not a vent there
8 now. You should consider installing an exhaust
9 fan?

10 A. Yes, sir.

11 Q. So, there wasn't one when you first painted over
12 it?

13 A. No.

14 Q. But you put one in later?

15 A. Yes, sir.

16 Q. What does that entail?

17 A. It entails putting a 6" hose outside to be able to
18 vent any moisture that might be inside.

19 Q. It goes to the ceiling; right?

20 A. Yes, sir.

21 Q. So, you have to install it into the ceiling and
22 then the vent goes outside?

23 A. Yes.

24 Q. And that's what you did there?

25 A. Yes, sir. If you're curious, that vent fan is

1 about one square feet?

2 Q. I appreciate that. Thank you. And this was a
3 tenant turnover situation?

4 A. No, sir. I believe people were in this property.

5 Q. Okay. And when you were putting in that fan there
6 -- strike that. When you were putting in the fan
7 or doing the mold primer --

8 A. Yes, sir.

9 Q. -- were they -- they were in their house, or were
10 they like at work or something?

11 A. They had left to work for the day, I believe. I
12 did see them in the morning. They let me in, and
13 nobody else was there.

14 Q. Okay. So, they let you in and you worked?

15 A. Yes, sir. I locked the door when I left.

16 Q. Okay. So, they were gone by the time you left?

17 A. Yes, sir.

18 Q. How long did that take?

19 A. I think -- I don't recall exactly. Probably three
20 or four hours.

21 Q. Okay. That seems, like, pretty intensive. Did
22 you do anything to cleanup like when you were
23 done?

24 A. Yes, sir. I mean, I wiped all the floors down and
25 everything. There was no -- I didn't cut into

1 anything that contained lead or anything like that
2 that was more than six square feet. Even if the
3 ceiling was lead, I cut one square foot out of it
4 to put the fan in and that's it.

5 Q. What did you use to cut the ceiling?

6 A. A razor blade.

7 Q. So, you just take the blade and just --

8 A. Make a square, a one square foot square.

9 Q. And you said you wiped it down after?

10 A. Yes, sir.

11 Q. Did you take any lead tests?

12 A. No, sir.

13 Q. Before or after?

14 A. No, sir.

15 Q. Okay. Thanks.

16 A. But I will say again on the patch that I made was
17 only one square foot, not greater than six.

18 Q. I just want to clarify. You said "the patch," is
19 that different than the vent?

20 A. No. The vent fan that I cut out was one square
21 feet.

22 Q. How many --

23 A. It's about -- I think they're about 8x8.

24 Q. Okay. I understand. And then you painted the
25 ceiling as well; right?

1 A. Yes, sir.

2 Q. Okay. You mentioned before that you'll wear,
3 like, a respirator mask when it like smells in the
4 apartment?

5 A. Yeah.

6 Q. Did you do that here, too, or was it like a --

7 A. No, it was fine. There was no dust or anything. I
8 used a razor blade, cut 8 inches, 8 inches, 8
9 inches. I grabbed that piece as it came out, put
10 the fan in, two screws, snaked the hose, and
11 that's it.

12 Q. Did you just carry it in your hand out the door,
13 or did you put it in, like, a bag or something?

14 A. No, I put it in a bag and wrapped it, taped it, and
15 disposed of it.

16 Q. Okay. Have you ever done any window repair at
17 this property?

18 A. No, sir.

19 Q. Okay. Did you ever do any flooring installation
20 at that property?

21 A. No, sir.

22 Q. Okay. Any plumbing repair at this property?

23 A. I think maybe the bathroom sink drained slow. I
24 did attempt to put like a little snake in there.
25 I don't know if I was able to fix the issue or

1 not.

2 Q. Okay. Then I want to ask about 148 and 150
3 Brookside Ave. Does that property ring a bell?
4 It's in West Warwick also.

5 A. Yes, sir.

6 Q. And you worked there a few times; right?

7 A. Yes, sir.

8 Q. Do you remember what you did?

9 A. I cleaned it up. If I remember the building
10 correctly, it's -- I know I cleaned it up. I've
11 done the landscaping there. I'm sure I've done
12 other interior work there. I just don't recall
13 exactly I go through so many properties.

14 Q. Yeah. Sure. And you said that -- you think you
15 might have done some work there. Has anyone else
16 done work there that you know of?

17 A. I've never seen anybody.

18 Q. So, when you're there, you're there alone?

19 A. Yes, sir.

20 Q. Okay. Can you describe the interior work that you
21 did?

22 A. I cleaned up the units. I think that entire
23 building is vacant if it's the address that I'm
24 thinking of. I cleaned up the hallways, just
25 wiped down the floors and everything. There may

1 be other things, I just don't recall exactly what
2 was done there. It was -- I happened to remember
3 Prospect Street and Tweed Street just because
4 Prospect, I've been there 100 times, and Tweed
5 Street was that whole ceiling. So, I just
6 happened -- those are stuck in my head.

7 Q. Those stick out to you, but this one not as much?

8 A. Yes, sir.

9 Q. Okay. Is it possible that you've done like
10 renovation work in there, like, beyond the
11 cleaning?

12 A. It's possible.

13 Q. Over the summer?

14 A. Yes, sir.

15 Q. Or, in the fall, I guess?

16 A. Yes, sir. I would do it before it started getting
17 cold out.

18 Q. But you don't remember for sure?

19 A. No, sir.

20 Q. Do you know 17 McNiff Street?

21 A. Yes, sir.

22 Q. That's also in West Warwick; right?

23 A. Yes, sir.

24 Q. Do you know what you've done on that property?

25 A. The third floor I cleaned out. The first floor I

1 cleaned out. I don't think I've been -- I don't
2 recall going to the second floor. I know the
3 first floor was, like, a turn -- the third floor
4 was a turnover situation. I went in, I did some
5 touchups. The stove needed to be replaced. The
6 fridge needed to be replaced, but, generally, just
7 touchups and cleaning up.

8 Q. And you said that's for a turnover; right?

9 A. Yes, sir.

10 Q. So, you were painting the properties?

11 A. Yes, sir. Not the entire property, but I do
12 remember some touchup in the kitchen that was
13 pretty dirty there.

14 Q. Do you remember which unit that was?

15 A. Third floor.

16 Q. Third floor unit. Are they left-rights in that
17 property? I think it's a six-unit building;
18 right?

19 A. The entire first floor is one. The second floor
20 has two units, and I think the third floor is all
21 one. So, I believe it's four units, but I'm not
22 positive.

23 Q. Okay. I just wanted to see if there was a way
24 that the property was divided that it was, like,
25 three units -- I'm sorry, three floors, but more

1 units?

2 A. Yes, sir. I'm not exactly sure. I don't believe
3 I've been to the second floor.

4 Q. Okay. Please go to 4316. That's going to be on
5 Volume 8. I misspoke. It's 4315. So, on
6 September 27th there -- strike that. On October
7 5th, you say, "Okay. Be there in a few minutes.
8 I talked to Sharon about what needs to be done."

9 A. Yeah.

10 Q. Now, I think -- correct me if I'm wrong -- I think
11 that this is talking about McNiff because on the
12 next page you say that you're at McNiff. Somebody
13 asked you where you are and you say, "I'm at
14 McNiff." Does that seem right?

15 A. I did say I'm at McNiffs. It could be between
16 there and that to make sure that --

17 Q. So, you're there on October 5th, give or take?

18 A. Yes, sir.

19 Q. And let's flip back to 4193, same volume. This is
20 a Home Depot receipt; right?

21 A. Yes, sir.

22 Q. The date is October 3rd?

23 A. Yes, sir.

24 Q. Did you place this order?

25 A. Yes, sir.

1 Q. Can you walk me through how you used each of
2 these?

3 A. Trash bags, that's for trashing. Kal-Kore Lite
4 Plaster Drywall Base Sheet. I'm not sure exactly
5 where I used that. Stainless steel doorknob was
6 to replace a doorknob. Drywall repair clip. It
7 probably went with the drywall, but, like I said,
8 I'm not sure exactly what it was used for. An
9 Angle Sash Brush. Popcorn ceiling texture. It
10 was probably to spray the texture on and brush
11 over it. Joint compound, sometimes I use if it's
12 not popcorn ceiling. I'll spray the popcorn
13 ceiling and then mix it with a little joint
14 compound if it's like a swirly texture. Rollers,
15 it's like it would be for the touchups in the
16 kitchen.

17 Q. Do you usually use a 9-inch roller for a touchup?

18 A. If there's a lot of dirt, yes.

19 Q. So, you might need more -- a wider brush for that
20 stuff; right?

21 A. Yes, sir. A 5-gallon ultra pure white paint, and a
22 4-inch spout was probably to cover grease in the
23 kitchen above the stove, and PaintCare Fee, I have
24 no idea what that is.

25 Q. So, even stepping back a little bit from, like,

1 what you actually did at the property. If you're
2 just looking at the receipt, what kinds of things
3 do you think you could do with these items?

4 A. I mean, with a sheet of drywall and some popcorn
5 ceiling texture, I guess you could build a box and
6 texture it. You could make a repair.

7 Q. So, you wouldn't put it on a wall or a ceiling?

8 A. Yeah. Most walls and ceilings are drywall.

9 Q. And at this property they're drywall?

10 A. I don't recall off the top of my head.

11 Q. But this seems like a really big piece of drywall,
12 doesn't it?

13 A. Yes, sir. They only sell them pretty much in one
14 size.

15 Q. But there's three of them so you at least needed
16 more than one that's 4x8; right? The quantity is
17 3; right?

18 A. Yes, sir.

19 Q. All right. You don't remember what you used this
20 for?

21 A. No, sir, not exactly.

22 Q. Do you remember putting them in the basement?

23 A. Not that I recall.

24 Q. Okay. So, they were probably put somewhere in the
25 house; right?

1 A. Yes, sir.

2 Q. And 5 gallons of paint is a lot; right?

3 MR. CALETRI: Objection. You can answer.

4 A. Five gallons of paint -- I mean, some would
5 consider a lot. I think if you own 500 properties
6 like Mr. Sureka does, I would not consider 5
7 gallons of paint to be a lot. He owns about 500
8 ceilings.

9 Q. Did they all -- strike that.

10 A. They're all white, if that was your question.

11 Q. No, I was going to ask if 5 gallons gets brought
12 to most properties? When you get paint, what do
13 you usually get?

14 A. When I buy paint I will never by a quart or
15 anything, I'll always by at least a gallon or 5
16 because every property is the same color.

17 Q. And this is a big property. It's four units, you
18 said; right?

19 A. Yes, sir.

20 Q. Is 5 gallons a pretty reasonable amount to cover
21 the whole property?

22 A. No. You would need 50 or 60 gallons to paint a
23 4-unit property.

24 Q. Okay. So, this might be for, like, one unit?

25 A. Yes, sir.

1 Q. Okay.

2 A. If I remember correctly that 5 gallons of paint is
3 still sitting in the basement because I had too
4 much stuff in my truck when I left there, but I
5 know there was grease splattered on the ceiling
6 above the stove. So, I wiped it off with a warm
7 cloth the best I could and painted over it.

8 Q. You made this gesture, right, there was grease
9 like that?

10 A. Yes, sir.

11 Q. That seems like pretty big; no?

12 A. I mean, as far as grease can splatter onto the
13 ceiling from a pan.

14 Q. When you're cooking bacon or something?

15 A. Yes, sir.

16 Q. But on the wall seems kind of weird to me. Is
17 that unusual to find when you're doing the
18 turnovers?

19 A. Grease on the wall?

20 Q. Yes.

21 A. No, sir.

22 Q. It's not unusual?

23 A. No, sir, I wish it was.

24 Q. Okay. But you didn't use this 5-gallon paint to
25 do it?

1 A. I'm sure I used some of the 5 gallons that was in
2 that bucket to paint over the grease, yes.

3 Q. And that was supplementing the stuff you had in
4 your truck; right?

5 A. What do you mean?

6 Q. You said before that the 5 gallons was sitting in
7 the basement at McNiff now because you had enough
8 in your truck?

9 A. No, I just had too much stuff in my truck to take
10 it to the next property, and I don't remember
11 going back to pick it up.

12 Q. I see, okay. I thought you were saying that you
13 had paint in your truck?

14 A. No.

15 Q. Okay. Do you recognize 30 Weaver Street? Does
16 that property sound familiar?

17 A. It does sound familiar, but I can't envision it or
18 picture it in my head though.

19 Q. I'm going to ask you to turn to 4313. It's going
20 to be the end of this binder.

21 A. Okay.

22 Q. So, 4313; right?

23 A. Uh-huh.

24 Q. So, at the very bottom of the page there on August
25 11th, Mr. Sureka lists some properties; right? 10

1 Youngs Ave., 103 Pond Street, 12 Fairview?

2 A. Yes, sir.

3 Q. And if you flip the page, you see 30 Weaver
4 Street; right?

5 A. Yes, sir.

6 Q. And then he says these are in Coventry and West
7 Warwick, and you say at 8:06 a.m.,
8 "I'll take care of them. Call me later when
9 you're in a good mood."

10 A. Yes, sir.

11 Q. Okay. Do you remember what you did at that
12 property?

13 A. If you turn back to page 4313, you will see -- I'm
14 asking about when it's not going to be raining so
15 that I can get them done. So, it's landscaping.

16 Q. But that was a few days earlier; correct? Strike
17 that. Yeah, it was, it was on 8/8; right?

18 A. Yes, sir.

19 Q. And 8/11 is three days later; no?

20 A. Yes, sir.

21 Q. Do you remember if it was still raining?

22 A. Well, no, but I'm assuming that there's a list of a
23 bunch of properties. There's no way I'd be able
24 to renovate or do any interior work so it's a
25 landscaping list.

1 Q. You just said that you did landscaping there, and
2 maybe that's what was referenced here, but have
3 you done any other work there?

4 A. 30 Weaver Street?

5 Q. Uh-huh.

6 A. Not that I recall.

7 Q. No windows?

8 A. No, sir.

9 Q. Not, like, installing aluminum siding? Not
10 replacing windows, but installing aluminum siding?

11 A. No, sir. I don't know how to bend metal or work
12 with those at all.

13 Q. Okay. Did you paint at this property?

14 A. Not that I recall. It's possible, I just --

15 Q. Painting a step?

16 A. What's that?

17 Q. Sorry. Painting a step for example?

18 A. It's possible, but I don't want to say yes or no
19 because I can't recall. If you look at -- on 8/12
20 where I said, "I can't leave the yard like this
21 half cut," that will show you that the rest of
22 that list is landscaping. I was finishing it the
23 next day.

24 Q. Okay. So, you're saying that -- before you said
25 these were a lot of properties. So, you couldn't

1 do renovative work in them; right?

2 A. Yes. I would never get a list of however many
3 properties this is at once to, like, go paint
4 these 90 houses, you know what I mean?

5 Q. Uh-huh.

6 A. It would be, like, go cut the grass at these
7 houses.

8 Q. So, you're saying like you've got this work, and
9 you couldn't finish it in one day so you did it --

10 A. Yes, sir.

11 Q. Do you recognize Bowen Ct.?

12 A. Yes, sir. I've been to the property.

13 Q. How many times would you say you've been there?

14 A. That I recall, only, once or twice.

15 Q. Okay. Do you remember what you did there?

16 A. There was a slow drain issue, and the other times I
17 took care of the exterior, trash in the yard and
18 landscaping.

19 Q. Anything else?

20 A. Not that I recall.

21 Q. No painting?

22 A. Not that I recall.

23 Q. Okay. Any pipe repair, that sort of thing?

24 A. Not that I recall.

25 Q. Flooring?

1 A. Not that I recall.

2 Q. How about 600 Providence in West Warwick?

3 A. Yes, I have been there.

4 Q. How many times?

5 A. Once or twice.

6 Q. Do you know what you did there?

7 A. Yeah, I was there last week because the tenant
8 moved out and left a fishing tank and a bunch of
9 stuff.

10 Q. You said this was last week?

11 A. Not last week, but, it was recently.

12 Q. Okay. And before?

13 A. A few months back.

14 Q. I believe in the same page there it has 600
15 Providence as a spot to stop on. Does that look
16 right on 4314?

17 A. In the landscaping list?

18 Q. Yeah.

19 A. Yes, sir.

20 Q. So, you've been there at least in August, too?

21 A. Yes, sir.

22 Q. And you said you went there last week, and the
23 tenant left a fish tank. So, does that mean you
24 were doing a tenant turnover?

25 A. Yes, sir. It wasn't last week. It was a few weeks

1 back, but it was more recently. There was just a
2 bunch of debris and trash in the house.

3 Q. And did you clean all that up?

4 A. No, sir.

5 Q. Do you know who did?

6 A. No, sir.

7 Q. So, you went there, observed it, and didn't clean
8 it?

9 A. Yes, sir.

10 Q. And did you do anything else at the property?

11 A. Not that I recall.

12 Q. No painting?

13 A. Not that I recall.

14 Q. If there were some paint damage in the hallway,
15 that doesn't sound familiar?

16 A. It's possible, but not that I can remember.

17 Q. Would it surprise you to know that a lead
18 inspector noted that?

19 A. It's Rhode Island, every single house in the state
20 has lead in it. So, no, it wouldn't surprise me.

21 Q. Specifically, he said that there was scuffing
22 along like a hallway from the first to the third
23 floor. Did you observe that?

24 A. No, sir.

25 Q. Actually, since I mentioned the lead inspector,

1 I'll just ask you: Do you know what lead
2 inspectors are?

3 A. I have an idea; yes, sir.

4 Q. They go around and see if properties are lead
5 safe?

6 A. Yes, sir.

7 Q. Have you met any lead inspectors?

8 A. No, sir.

9 Q. Okay. Have you, like, worked before they came to
10 inspect your property?

11 A. Not that I'm aware of. I've never been told, like,
12 "Somebody is coming here. You go there first," or
13 anything like that.

14 Q. Okay. So, you might do work on a property and an
15 inspector comes, but you're not sure if -- you're
16 not told specifically?

17 A. Yes, I might do work on a property and Barack Obama
18 comes after I leave. I'm not too sure.

19 Q. So, it's really like you come in, you do the work,
20 and you go?

21 A. Yes, sir.

22 Q. No one has ever talked to you about lead
23 inspection results after you've worked on a
24 property?

25 A. No, sir.

1 Q. All right. Could we just stay on 4315. I'm not
2 sure if you're there.

3 A. Yes, sir.

4 Q. On August 25th here, Mr. Sureka writes: "Tyler,
5 we need to paint Highland 2R in West Warwick."
6 That's 72 Highland; right?

7 A. Yes, sir.

8 Q. Did you do that?

9 A. Yes, sir.

10 Q. Can you tell me about it?

11 A. Yes, sir. I went in the house, the tenant had
12 moved out, it was old. I painted the unit.

13 Q. The whole unit; right?

14 A. Yes, sir.

15 Q. Anything else?

16 A. I put in new flooring, laminated vinyl plank or LVP
17 it's called, it clicks together. I planned to
18 install that over the floor that was already
19 there.

20 Q. What was the floor that was there?

21 A. I don't recall exactly. I think it was, like, one
22 of those older like rugs but without the padding.
23 So, it's like -- I don't recall exactly. It was
24 probably a hardwood floor, obviously. I wouldn't
25 have put flooring over a rug.

1 Q. Was it plywood?

2 A. Probably.

3 Q. Probably, okay. So, you put vinyl flooring over
4 exposed plywood?

5 A. No, it would have been like a barn board or
6 whatever you call the floors that are in all of
7 these old houses.

8 Q. I see, okay. I apologize, I was just checking
9 something. And then, again, on the same page, but
10 shortly after on 8/29, Mr. Sureka writes: "We
11 need Highland first floor rear completed. I
12 supposed to sign with somebody." Do you see that?
13 It's on August 29th?

14 A. Yes, sir.

15 Q. And then you list what, I assume, and correct me
16 if I'm wrong, is a list of things to do. It still
17 needs storm door handle, cracked window fixed,
18 screens, shower cleaned, locking door knob
19 changed?

20 A. Yes, sir.

21 Q. I read that properly?

22 A. Yes, sir.

23 Q. And did you do that work, too?

24 A. Yes, sir.

25 Q. And what did that look like?

1 A. What do you mean?

2 Q. Cracked window fixed, what did you do?

3 A. So, the -- I would take -- so, in the window,
4 basically, you have a window here and a window
5 here. So, this window, if the glass is broken,
6 there's two clips right here. You pull them, you
7 take this sash out, and I would bring the glass to
8 be repaired. I don't know how to repair it
9 myself. I'd bring it to Frank Lizotte Glass
10 Company in Central Falls.

11 Q. I'm a layperson, so, can I ask you to clarify
12 something for me? So, when you take it out, do
13 you take out the whole apparatus? Like, is the
14 apartment exposed then?

15 A. No, basically, it's just one window is open, and I
16 would put like a piece of foam or something in
17 there just to stop cold air from coming in while
18 the window is being replaced -- the glass is being
19 replaced.

20 Q. So, you pop it out, turn it to the side, pull it
21 out, and take it to Frank Lizotte?

22 A. Yes, sir.

23 Q. And bring it back to reinstall it?

24 A. Yes, sir. There's no cutting or ripping or
25 anything, it's just pop it out, put something

1 there so cold air doesn't come in, drop it off,
2 pick it up, pop it back in.

3 Q. It falls forward, doesn't it?

4 A. What's that?

5 Q. The window, when you push the pieces together and
6 you pull it out.

7 A. Just the window part that you would pull up to
8 open, that piece itself comes out.

9 Q. So, the part that -- if you're living in the unit
10 and you're, like, I want to get a breeze going,
11 the part you lift up, that's the part that comes
12 out?

13 A. Yes, sir. Basically, you open the window and you
14 pull it towards yourself while pushing the clips
15 in.

16 Q. Is it smooth?

17 A. Yes, sir.

18 Q. So, it just pops out. You take it out, you take
19 it to Lizotte, you bring it back?

20 A. Yes, sir.

21 Q. Okay. We're going way back to the beginning here,
22 but I just want to ask you a couple more questions
23 about that course that you took, the lead
24 renovation course. Do you remember who provided
25 it? Like, who was the instructor?

1 A. Paul something. I think on the certification it
2 says, like, Tracy is the person that signs it. I
3 don't remember the name exactly.

4 Q. Was it part of like a school, or was it just -- I
5 don't mean to be cute here, but a YouTube video?

6 A. No, it was like an actual school. It was only one
7 class, but it wasn't like an -- I don't know how
8 you would say it -- like, a half-ass like "Here,
9 watch this, then give me the answers to these two
10 questions, and here you go." It was pretty -- it
11 was an eight-hour focused the entire time and then
12 answer the questions.

13 Q. You said it was eight hours?

14 A. Yes, sir.

15 Q. Do you know the name of the website that it was
16 on?

17 A. I believe it's Life Safe Rhode Island or something
18 like that. I don't recall exactly.

19 Q. Okay. I appreciate that. And why did you take
20 the class?

21 A. Ms. Sureka wanted us to be more aware of our
22 surroundings so we can make sure that we're not
23 harming ourselves or anybody on his properties.

24 Q. And do you remember when you actually took the
25 class?

1 A. I don't recall exactly. It was a while back.

2 MR. O'BRIEN: Okay. Can we take a few
3 more minutes break, ten minutes, and then come
4 back.

5 (A BRIEF RECESS WAS TAKEN AT 2:27 P.M.)

6 MR. O'BRIEN: Back on the record.

7 (TESTIMONY RESUMED AT 2:41 P.M.)

8 Q. (BY MR. O'BRIEN): So, we've talked about a lot
9 here today, and I want to kind of do an overview
10 in someways, and come back to some things that
11 came up once or twice before just to get some
12 clarification on them. First is that we've
13 referenced some of the text messages that have
14 been sent in the maintenance group chat; right?

15 A. Yes, sir.

16 Q. Are there any other chats you are a part of?

17 A. No.

18 Q. There's no direct chats between you and
19 Mr. Sureka?

20 A. No, sir.

21 Q. No? Between you and Sharon?

22 A. I mean, I'm sure I've called or messaged her for
23 what unit is it, or how do I get in, but most of
24 the communication is strictly through the group
25 chats.

1 Q. But you have reached out to her by textbook?

2 A. If I needed Sharon, I would call her.

3 Q. Okay. And maybe message her?

4 A. Uh, there -- no, there wouldn't really be any
5 reason that I would message her.

6 Q. But you said before that you might do it if you
7 needed to; right?

8 A. Yeah, it's possible, but I would call her. If she
9 didn't answer, I would call her.

10 Q. And, maybe, John?

11 A. Yes.

12 Q. Do you text John, too?

13 A. Not anything about work. I've texted John to say,
14 "Hey, what's up bro? What are you doing this
15 weekend?" or something like that.

16 Q. Okay. So, you do write him but not about work?

17 A. Yes, sir.

18 Q. And are those text messages, or are they WhatsApp
19 messages?

20 A. It would be WhatsApp.

21 Q. And all of your communications with anybody from
22 Pioneer, it's all WhatsApp?

23 A. Yes, sir.

24 Q. There's no text messages?

25 A. No, sir.

1 Q. You mentioned your truck a couple of times, that
2 you had certain things in your truck and you
3 didn't have room for other things in your truck;
4 right?

5 A. Uh-huh.

6 Q. Can you tell me what else is in your truck? Like,
7 what's part of your routine?

8 A. Well, what you're referencing is 17 McNiff Street
9 when I mentioned my truck. I had trash bags and
10 trash in there from cleaning out the unit.

11 Q. Right, but, actually, not specific to 17 McNiff?
12 Like, do you use your truck for work generally?

13 A. Yes, sir.

14 Q. So, you have a tool bag, I assume; right?

15 A. Yes, sir.

16 Q. Do you have anything else in there?

17 A. Kids' car seats. I've got tools. I don't know,
18 I'm sure you'll find my vape. Some CDs. I'm not
19 sure exactly what you're asking me.

20 Q. Yeah. Like the tools, what else -- what other
21 tools do you have? What do you carry around?

22 A. I have my tool bag. It has pliers, screwdrivers,
23 drill bits for flatheads, Phillips heads,
24 different sized screws. That's about it,
25 generally, that I carried to do maintenance.

1 Q. Okay. Anything else?

2 A. No, sir.

3 Q. Okay. And is your truck a pickup truck, or, like,
4 a van or something?

5 A. It's a pickup truck.

6 Q. And the bed, is that empty, too?

7 A. Well, besides my tool bag, yeah.

8 Q. So, it's otherwise empty, but there's your tool
9 bag which has screws, Phillips heads, nails, that
10 sort of thing?

11 A. Yeah.

12 Q. No vacuum?

13 A. Yeah, I keep a vacuum with me.

14 Q. And before I just asked if there was anything else
15 and you said, no. Does the vacuum come sometimes,
16 but not always?

17 A. Yeah.

18 Q. How do you know when to take it?

19 A. Depending on what Sharon tells me in the morning
20 I'll be doing that day. If I'm going to rake a
21 yard, I won't bring a vacuum.

22 Q. Okay. What kind of vacuum is it?

23 A. It's a Rigid HEPA vacuum.

24 Q. And you said that comes with you sometimes, but
25 not always?

1 A. Yes. It depends on what job I would be on. If I
2 was vacuuming inside of a house for a turnover I
3 would bring it.

4 Q. Okay. And would you -- strike that. You said
5 that depending on the job you get called for, you
6 might bring the vacuum with you?

7 A. Yes, sir.

8 Q. Okay. How -- sorry, let me start that over. You
9 said before that Sharon would tell you generally
10 what you're walking into when you go to the
11 property?

12 A. Yes, sir.

13 Q. And is that how you decide whether or not to bring
14 a vacuum?

15 A. Yes, sir.

16 Q. How long have you had the vacuum?

17 A. A year-and-a-half or so.

18 Q. Okay. So, you'll bring it if you think you might
19 need it for the project?

20 A. Yes, sir. If I'm working inside or doing anything
21 where I know I'm going to be cleaning up, I'll
22 bring the vacuum. If I'm going to weed whack, I
23 wouldn't bring the vacuum.

24 Q. Okay. And I guess this is a good time as any to
25 ask if you can walk me through your cleaning

1 procedure, just generally. You've mentioned that
2 certain types of jobs might need the vacuum. What
3 does that look like for you?

4 A. So, like, a tenant turnover situation where I'd be
5 going in to clean, I'd wipe out all the
6 appliances, I'd clean everything. I'd wipe out
7 the sinks, stoves. I would clean the toilets.
8 I'll vacuum the apartment. Vacuum down the
9 stairs, the common areas, make sure that it's
10 presentable for the turnover.

11 Q. And when you're doing work in, say, a bathroom
12 like we talked about Tweed Street before, what did
13 you do to clean there?

14 A. I had plastic, and there wasn't really much
15 cleaning there because the only -- like, the only
16 dust that there would have been is from the new
17 drywall maybe as the screw is going in, like,
18 three specs of dust, but no matter what, even if I
19 don't make a mess, I always wipe everything down
20 and leave it cleaner than when I arrived.

21 Q. Okay. And what do you use to wipe things down?

22 A. Rags. Microfiber mop, usually. That's about it.

23 Q. Nothing else?

24 A. I use, like, Simple Green or bleach if I need to
25 cleanout a stove or refrigerator or oven cleaner.

1 Q. And, again, kind off this point. We talked about
2 72 Highland, do you remember?

3 A. Uh-huh.

4 Q. That's the house you said that you painted the
5 apartment, if I recall correctly.

6 A. Uh-huh.

7 Q. What did you bring in and out of the house for
8 that? It seems like a big job, so, how did you
9 set up and how did you cleanup?

10 A. I would have brought in the little stepladder to
11 reach the ceiling, a paint tray, paint. The
12 flooring. I would need a hammer to lock the
13 flooring together, and that's about it. Plastic
14 or paper I put on the floor to make sure that no
15 paint gets on the floor so I don't have to clean
16 it up. That's about it.

17 Q. Okay. Nothing else?

18 A. Nothing.

19 Q. Okay.

20 A. I mean, I would bring the vacuum and everything to
21 -- and all my cleaning stuff so that when I'm done
22 painting and putting the floor in, I could clean
23 everything -- like, a general cleaning on my way
24 out.

25 Q. So, you used the HEPA vacuum when you're doing

1 tenant turnover, too?

2 A. Yes, sir. The only reason I used that vacuum is
3 because it doesn't put anything back into the air.
4 It's supposed to catch everything. So, even if
5 it's just general dust, or anything, it's safer
6 for me to not be breathing in -- you know, I mean,
7 lint, or anything that could be floating around.

8 Q. I guess I just wanted to make sure that -- I
9 wanted to ask if you used it all the time or just
10 certain times?

11 A. Yes, sir.

12 Q. So, whenever you need to vacuum, you'd use this
13 one?

14 A. Yes, sir.

15 Q. And you never used a different vacuum?

16 A. No, sir.

17 Q. So, I can't help but notice that from time to time
18 throughout this deposition you've mentioned --
19 you've made a point of mentioning that certain
20 work was a certain size, or that there wasn't dust
21 or anything like that. Have you talked to anybody
22 about this lawsuit?

23 A. No, sir.

24 Q. You said that you were aware that the lawsuit was
25 happening; right?

1 A. Yes, sir.

2 Q. And did you talk to Mr. Sureka about this?

3 A. No, sir.

4 Q. Not today?

5 A. No, sir.

6 Q. Not at lunch?

7 A. No, sir.

8 Q. Not when we've been on break?

9 A. No, sir.

10 Q. Have you talked with Mr. Calettri at all about this
11 case?

12 A. No, sir. This is the first time I've ever seen
13 him.

14 Q. So, when we were stepping out, you sat here
15 silently, just talking about some other things?

16 A. Yes, sir.

17 MR. O'BRIEN: Okay. That's all I have.

18 MR. CALETTRI: I have some questions.

19 EXAMINATION BY MR. CALETTRI:

20 Q. Mr. Greenwood, like you just said, we've never met
21 before today have we?

22 A. No, sir.

23 Q. And you understand that I'm not representing you
24 in this lawsuit; right?

25 A. Yes, sir.

1 Q. And you agreed to appear today voluntarily?

2 A. Yes, sir.

3 Q. And you were not subpoenaed to appear today;
4 right?

5 A. No, sir.

6 Q. Do you consider yourself an independent
7 contractor?

8 A. Yes.

9 Q. Do you consider Pioneer Investments and/or
10 Mr. Sureka your employer?

11 A. No, sir.

12 Q. Do you file tax returns?

13 A. Yes, sir.

14 Q. When you file tax returns, do you file them on
15 behalf of yourself as an independent contractor?

16 A. Yes, sir.

17 Q. Has Mr. Sureka and/or Pioneer Investments ever
18 given you a W-2?

19 A. No, sir.

20 Q. I want to bring your attention to an exhibit.
21 This is Volume 6 page 002851; all right? Do you
22 see the photograph there?

23 A. Yes, sir.

24 Q. And you see there's an e-mail. It's very small.
25 It's not anyone's fault, it's just small print.

1 Do you see the e-mail? It's from Donald Garabien
2 (phonetic). Do you see that?

3 A. Yes, sir.

4 Q. And if you look below the e-mail it says he's the
5 mayor, right, do you see that?

6 A. Yes, sir.

7 Q. Then it's to someone named Bianca Policastro;
8 right?

9 A. Yes, sir.

10 Q. For the record, do you know who Ms. Policastro is?

11 A. No, sir. I've never heard that name before.

12 Q. Okay. And further down you see an e-mail
13 forwarding an e-mail from Sherry C. Do you see
14 that?

15 A. Yes, sir.

16 Q. That's dated June 3rd, 2023; correct?

17 A. Yes.

18 Q. And the other e-mail is the same date, June 3rd,
19 2023; correct?

20 A. Yes, sir.

21 Q. I'm just asking you if I'm reading it right?

22 A. Yes, sir.

23 Q. If I'm wrong, tell me.

24 A. Okay.

25 Q. Now, that photograph that's on this page, doesn't

1 that depict the ceiling that either has collapsed
2 in or something?

3 A. Yes, sir.

4 Q. Does that photograph in your view depict any lead
5 paint?

6 A. No, sir.

7 Q. What kind of paint does that -- if any, does that
8 photograph depict?

9 A. If you look in the right-hand corner, it's a little
10 bit harder to tell on this picture than in the
11 colored one. If you look on this picture on the
12 right-hand corner, this is new Sheetrock. It's
13 not horsehair plaster or gypsum board, or anything
14 that would contain lead. Also, on the right-hand
15 corner you can see, literally, a piece of latex
16 paint hanging down, and under that is nothing but
17 the drywall board.

18 Q. Now, let me ask you: I understand you're a
19 maintenance guy, I'm not. How can you tell that's
20 latex paint in your opinion? How can you tell
21 that from a photograph?

22 A. Well, the only two kinds of paint that I'm aware of
23 is latex and lead.

24 Q. Sure.

25 A. Lead paint will not bubble and pull down like

1 depicted in this photograph. It will only crack
2 and break apart.

3 Q. Did you testify earlier that you repaired that
4 ceiling?

5 A. Yes, sir.

6 Q. You did; right?

7 A. Yes, sir.

8 Q. And what month did you repair that ceiling?

9 A. I believe it was July.

10 Q. I thought -- correct me if I'm wrong. I thought
11 you were at that property in August. Do I have it
12 wrong?

13 A. No, sir. You don't have it wrong.

14 Q. I'm just asking. I thought it was, I could be
15 wrong, but, either way, at some point that summer
16 in 2023, you repaired that ceiling; right?

17 A. Yes, sir.

18 Q. Let me ask you this: These e-mails talk about an
19 elderly tenant don't they?

20 A. Yes, sir.

21 Q. Do you remember the name of that tenant?

22 A. I don't recall her name exactly, no, sir.

23 Q. When you went to that apartment, did you meet that
24 tenant?

25 A. Yes, sir.

1 Q. You did, okay. Do you know when that tenant --
2 let me strike that question. Do you know what
3 happened to that ceiling?

4 A. I personally have no knowledge on what happened to
5 the ceiling before I arrived, no.

6 Q. Do you know when that ceiling first got to be in
7 the condition that's depicted in that photograph?

8 A. No, sir.

9 Q. Okay. Do you know when the tenant or anyone put
10 my client, Mr. Sureka and/or Pioneer Investments,
11 on notice of the condition of that ceiling in that
12 photograph?

13 A. No, sir. As far as I know, when I got there and I
14 called Mr. Sureka to discuss the job, he was in
15 shock that the ceiling looked like this. She did
16 -- the lady did tell me -- the tenant did say it
17 had been like that for a while but not an exact
18 time frame. So, I called Mr. Sureka to discuss
19 what I was going to do with the ceiling.

20 Q. Sure.

21 A. And he was in shock that it looked like this, and
22 that she was saying it had been like this. So, as
23 far as I know, he became aware when I called him
24 to let him know when I got there.

25 Q. Fair enough, but you don't know when anyone --

1 this tenant put Pioneer Investments on notice that
2 the peeling in that ceiling had any problems;
3 right?

4 A. No, sir.

5 Q. Okay. So, let me ask you this: You talked about
6 taking a lead paint class over the summer; right?

7 A. Yes, sir.

8 Q. Do you know what a Stop Work Notification is?

9 A. Yes, sir.

10 Q. How long have you been doing work for Pioneer
11 Investment and/or Anurag Sureka?

12 A. Around eight months or so.

13 Q. In those eight months you've worked on a lot of
14 these properties, and you testified to some of
15 them today; right?

16 A. Yes, sir.

17 Q. What is -- in layman's terms there's laws, there's
18 regulations, I get it. In layman's terms, what do
19 you understand a Stop Work Notification to be?

20 A. It's the paperwork that you need to file -- that
21 you need to give a copy to the tenant and file
22 with the city when you're going to start a lead
23 remediation project.

24 Q. Okay. And what about the Department of Health?
25 Do you have to file anything with them in regard

1 to a Start Work Notification?

2 A. Yes, I believe you need to give it to them as well.

3 Q. Do you know whether or not Start Work

4 Notifications are required when a certain amount
5 of work is or isn't performed?

6 A. As far as I know if the work you're going to be
7 performing constitutes disturbing more than six
8 square feet per bedroom of something you believe
9 to have lead in it, or something that does have
10 lead in it, you would need to get a Start Work
11 Order.

12 Q. Let me ask you this: As you sit here today, do
13 you believe any of the work that you've ever
14 performed at any Pioneer Investments properties
15 required a Start Work Notification?

16 A. No, sir. I wouldn't be able to do the work, no,
17 sir.

18 Q. Okay. Let me ask you this question: Do you see
19 how today Mr. O'Brien asked you to look at some
20 Home Depot receipts?

21 A. Yes, sir.

22 Q. We can call them receipts, invoices, whatever.
23 Let me ask you this: Just because an item --
24 let's say a can of paint is on an invoice --

25 A. Yes, sir.

1 Q. -- does that necessarily mean that the item on the
2 invoice was used for the particular property
3 that's listed on that invoice?

4 A. No, sir.

5 Q. Why not?

6 A. I go to multiple properties a day sometimes. So,
7 if I'm picking up stuff for 93 Tweed Street, I
8 might have something that I didn't finish from the
9 day before, or something else that I need to grab,
10 so I just grab what I need, and on one receipt. I
11 wouldn't send multiple invoices like for each
12 property because --

13 Q. Let me ask you -- sorry, are you done?

14 A. Yes.

15 Q. I'm just thinking out loud, sorry. Let me ask you
16 this: We looked at those Home Depot invoices;
17 right?

18 A. Yes, sir.

19 Q. And I looked and looked, and I didn't see anywhere
20 where it had your name on it. Then you testified
21 that you could recall that you ordered or
22 purchased those items with his money; right?

23 A. Yes, sir.

24 Q. Are you 100 percent sure that you definitely were
25 the one who ordered the items on any of those

1 invoices you talked about today?

2 A. I can't say with 100 percent certainty that I made
3 the purchases, but if they're telling me that I
4 made them and I have some recollection of that job
5 then, yes, I would state that I made the purchase.

6 Q. Right. So, the invoices you testified that you
7 made today -- the purchases you made today was
8 because you had a recollection of performing that
9 job; is that right?

10 A. Yes, sir.

11 Q. Okay. Do you have an opinion as to the overall
12 condition of Pioneer Investments properties?

13 MR. O'BRIEN: Objection.

14 MR. CALETRI: You can answer.

15 A. Yes, sir. I believe in my honest opinion that
16 every property that Pioneer has that I've been
17 into is in good condition.

18 Q. (BY MR. CALETRI): You mentioned -- you testified
19 earlier as to some properties being gross?

20 A. Yes, sir.

21 Q. All right. Were they gross as a result of the
22 tenant's care or my client's care?

23 A. No, sir. Grossness would be something that only
24 the tenant could make happen. I don't think Mr.
25 Sureka would go and pee in the house or anything

1 like that.

2 Q. Remember earlier you talked -- there was a
3 discussion about a violation, and there was like a
4 junked car on a lot of the property. Do you
5 remember that?

6 A. Yes, sir.

7 Q. Whose junked car was that?

8 A. The tenants.

9 MR. CALETRI: Okay. I have no other
10 questions. Thank you.

11 MR. O'BRIEN: I'm going to ask you one
12 more question before we go off the record.

13 EXAMINATION BY MR. O'BRIEN:

14 Q. Are there any other reasons that you can think of
15 to file a Start Work Notification?

16 A. You'll have to elaborate the question a little bit.

17 Q. Sure. Mr. Calettri was asking you about Start Work
18 Notifications; right?

19 A. Yes, sir.

20 Q. And you said that they're required when certain
21 work is being done; right?

22 A. Yes, sir.

23 Q. And why would they be required? Can you think of
24 any other reasons that they would be required by
25 the Department of Health?

1 A. As far as I know if you're going to be disturbing
2 any lead surface more than six square feet per
3 room, you would need to file those papers.
4 There's not anything else that they taught me in
5 the class that I can recall that would constitute
6 needing to file a Start Work Order.

7 Q. Go into why.

8 A. Yeah. I explained, disturbing -- if you're going
9 to be disturbing lead surfaces with lead on them.

10 Q. So, I guess what I'm trying to get at is: Why
11 would it be important to file a Start Work
12 Notification?

13 MR. CALETRI: Objection. You can answer.

14 A. So that the tenants can know, or anybody that's in
15 the property can know so that the state can know
16 what you're doing. So, there's a general
17 knowledge that you're performing the work so that
18 if something happens it's known about.

19 MR. O'BRIEN: Okay.

20 MR. CALETRI: I do have a couple more
21 questions. I apologize. I didn't think of it. I
22 don't think it was asked earlier.

23 EXAMINATION BY MR. CALETRI:

24 Q. What's your date of birth?

25 MR. HOFFMANN: Objection.

1 MR. CALETRI: What?

2 MR. HOFFMANN: It's beyond the scope.

3 Q. (BY MR. CALETRI): What's your date of birth?

4 MR. CALETRI: Scope of what?

5 A. 1/13/95.

6 Q. 1/13/95. And what's your last level of education?

7 MR. O'BRIEN: Objection.

8 A. High school.

9 Q. (BY MR. CALETRI): What high school?

10 MR. O'BRIEN: Objection.

11 A. Richmond Community High School.

12 MR. CALETRI: That's ridiculous.

13 Absolutely ridiculous, by the way, to object to me
14 asking questions of a witness in a case, by the
15 way. I can ask him any question I God Damn want
16 to. That's ridiculous.

17 MR. HOFFMANN: For the record, Mr. Caletri
18 is raising his voice and swearing on the record.

19 MR. CALETRI: Okay. I'll talk quieter
20 next time.

21 Q. (BY MR. CALETRI): Let me ask you this, high
22 school, you said; right? When did you graduate
23 high school?

24 MR. O'BRIEN: Objection.

25 A. 2013.

1 MR. CALETRI: If you want to play this
2 game wait 'til the next one.

3 Q. (BY MR. CALETRI): 2/'13, you said, sir?

4 A. Yes.

5 Q. Thank you. Did you take any classes after high
6 school?

7 MR. O'BRIEN: Objection.

8 A. No, sir.

9 Q. (BY MR. CALETRI): No, okay. You mentioned a lead
10 certification class this summer; correct?

11 A. Yes, sir.

12 Q. Have you taken any other -- do you hold any other
13 type of certificates or licenses in any way? And
14 I'm going to be broad because, you know -- any
15 other licenses or certificates you may hold?

16 MR. O'BRIEN: Objection.

17 A. I hold an OSHA Certification for Confined Spaces
18 and Gases to be able to go into manholes and stuff
19 like that, which I received in Florida when I
20 lived there and worked there as a plumber.

21 Q. (BY MR. CALETRI): And what's the general -- can
22 you give me anything else besides the OSHA
23 Certification for Confined Spaces?

24 A. No, sir, just that, and the RRP certification that
25 I received from the class I took.

1 Q. And let me ask you this: In 2013 you graduated
2 high school. It's ten years later, can you just
3 give me a brief rundown of your employment
4 history?

5 MR. O'BRIEN: Objection.

6 A. I worked for a property management company in
7 Florida doing general maintenance and
8 repairing/remodeling houses. I was a plumber for
9 Disney World, a commercial plumber for ten years,
10 and that's it really.

11 MR. CALETRI: Okay. Thank you so much. I
12 appreciate it.

13 MR. O'BRIEN: Off the record.

14 (DEPOSITION CONCLUDED AT 3:04 P.M.)
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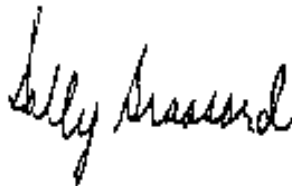
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STATE OF RHODE ISLAND
PROVIDENCE, SC.

I do hereby certify that I am expressly approved as a person qualified and authorized to take depositions pursuant to the Rules of Civil Procedure of this Court, especially, but without restriction thereto, under Rule 28 of said Rules; that the witness was first sworn by me; that the transcript contains a true record of the proceedings.

Reading and signing of the transcript was not requested by the deponent or any parties involved upon completion of the deposition.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of December, 2023.



SALLY BRASSARD, CSR/RPR
NOTARY PUBLIC: 35591
MY COMMISSION EXPIRES: 1/16/25

DEPOSITION ERRATA SHEET

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TYLER JAMES GREENWOOD

DEPOSITION ERRATA SHEET

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Reason for change: _____

SIGNATURE: _____ DATE: _____

TYLER JAMES GREENWOOD

EXHIBIT II

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 2659 S ATTLEBORO
1100 NEWPORT AVE
SOUTH ATTLEBORO, MA 02703

Phone: (508) 761-4001
Salesperson: DEW6NIC
Reviewer:

SOLD TO	Name		Phone 1		
	SUREKA ANURAG		(617) 548-1074		
	Address 25 BROOK DR		Phone 2 (845) 616-2943		
	Company Name PIONEER INVESTMENTS LLC				
	City FAIRHAVEN		Job Description 99 Oak St 2nd Floor Hall		
State MA		Zip 02719		County BRISTOL	

REPRINT

2023-08-07 17:49

CUSTOMER PICKUP #1	MERCHANDISE AND SERVICE SUMMARY	We reserve the right to limit the quantities of merchandise sold to customers
---------------------------	--	---

REF # W01		SKU # 0000-515-664		Customer Pickup / Will Call					
STOCK MERCHANDISE TO BE PICKED UP:									
REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION	
R01	1001-684-460	1.00	EA	31.25 in. x 60.25 in. 70 Pro Series Low-E Argon PS Glass Double Hung White Vinyl Replacement Window, Screen Incl /		Y	\$274.55	\$274.55*	
SCHEDULED PICKUP DATE: 08/08/2023							MERCHANDISE TOTAL:		\$274.55
END OF CUSTOMER PICKUP - REF #W01									

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES									
Policy Id (PI): ; ; <i>'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'</i>	<table border="1"> <tr><td>ORDER TOTAL</td><td>\$274.55</td></tr> <tr><td>SALES TAX</td><td>\$17.16</td></tr> <tr><td>TOTAL</td><td>\$291.71</td></tr> <tr><td>BALANCE DUE</td><td>\$0.00</td></tr> </table>	ORDER TOTAL	\$274.55	SALES TAX	\$17.16	TOTAL	\$291.71	BALANCE DUE	\$0.00
ORDER TOTAL	\$274.55								
SALES TAX	\$17.16								
TOTAL	\$291.71								
BALANCE DUE	\$0.00								
END OF ORDER No. H2659-264314									

WILL-CALL MERCHANDISE PICK-UP
Will-Call items will be held in the store for 7 days only.

Check your current order status online at
www.homedepot.com/orderstatus

**FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA**

(Pro Customers, Proceed To The Pro Desk)

* Indicates item markdown
Customer Copy

EXHIBIT JJ

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

000 2018/2020

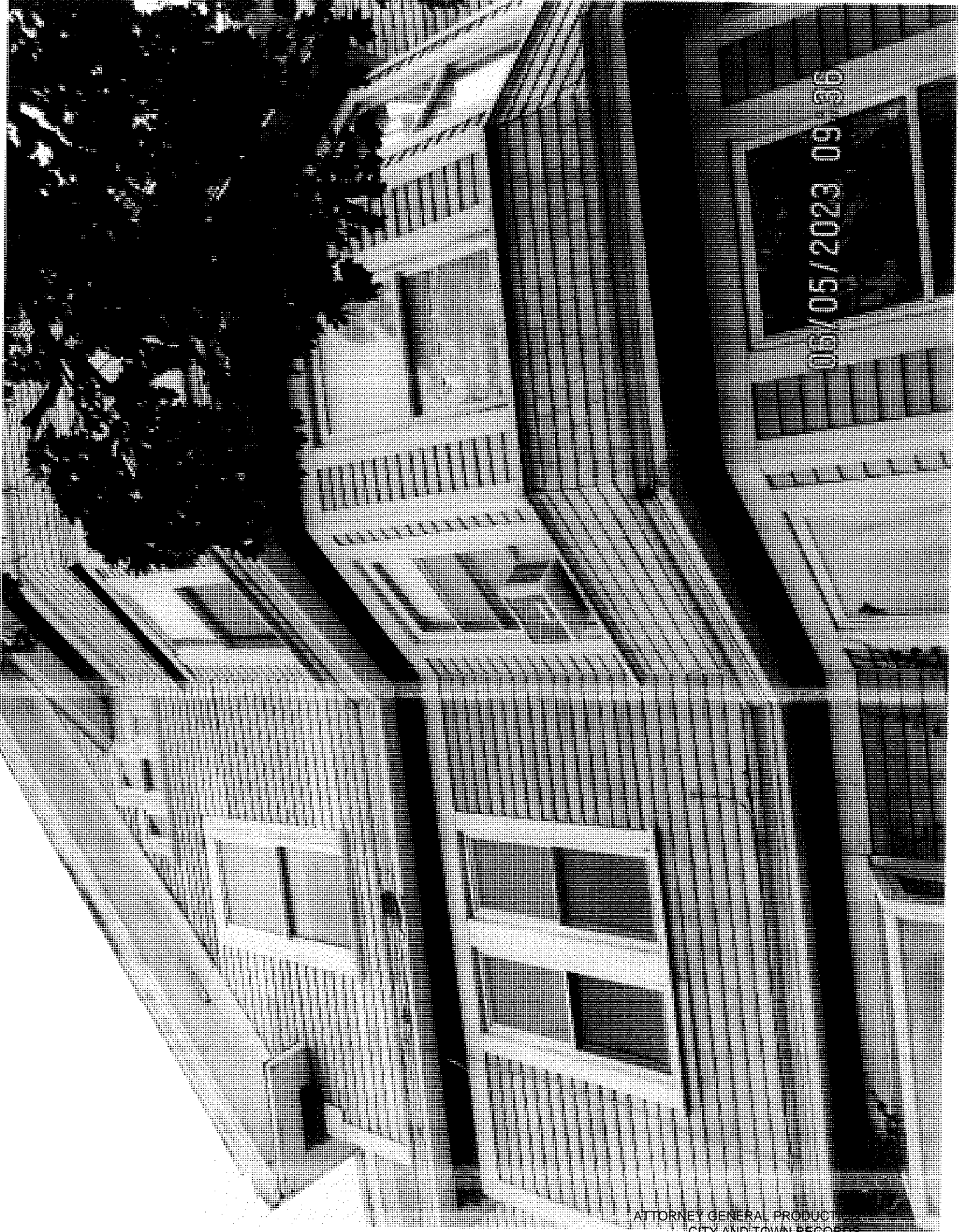


Floor 1st Inspector Initials SV Date 6/5/23 General

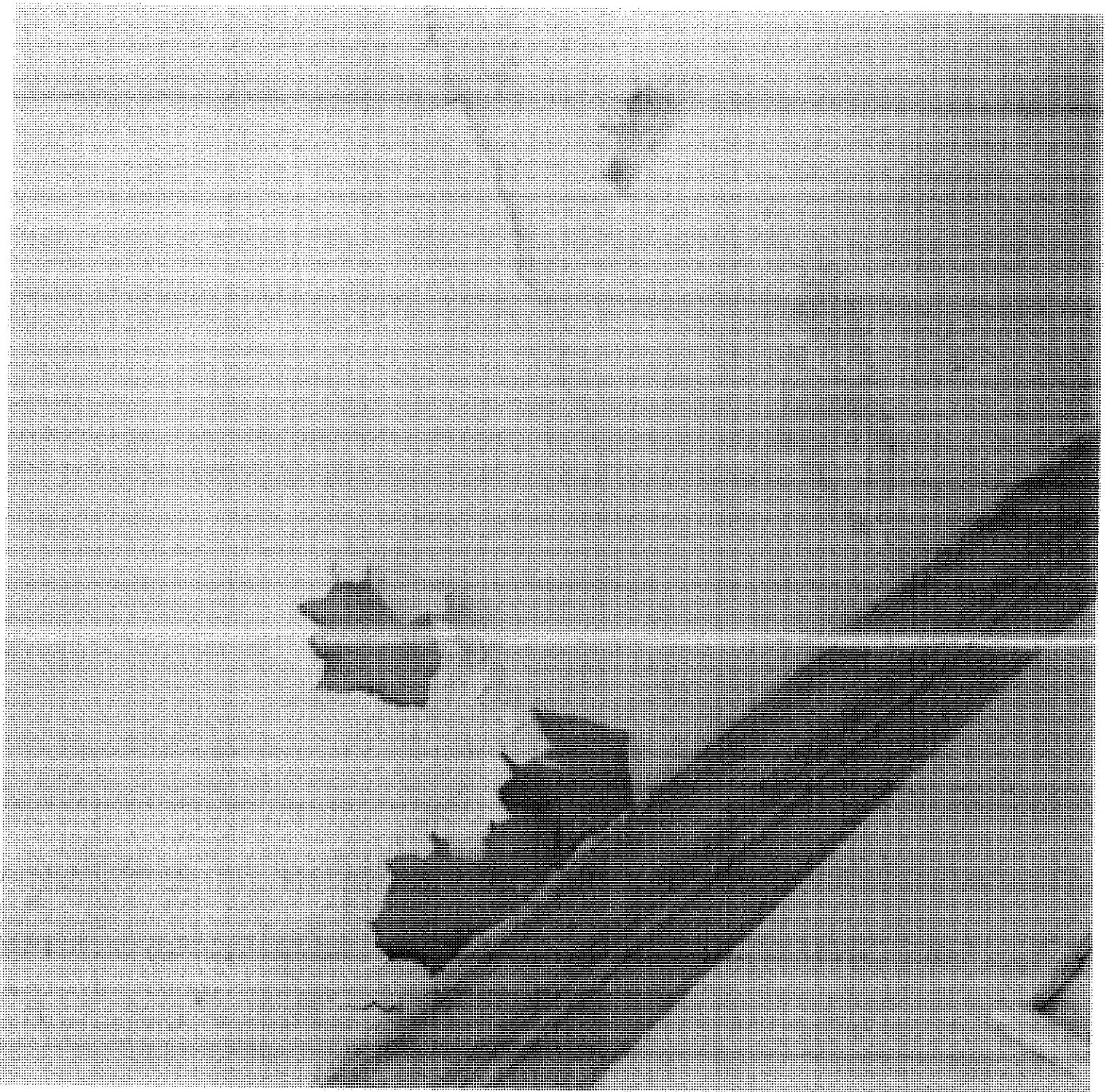
	Bathroom lack a window of 3 square feet or an approved ventilation system. [403.2]
	Living rooms/Sleeping rooms lack the required room area. [404.4.1]
	Ceilings in habitable rooms including habitable basements lack req'd ceiling height. [404.3]
	Dwelling unit is occupied by more occupants than allowed. [404.5]
	Means of egress are not approved, (unsafe; blocked; lack the required number) [404.4.2, 404.4.3, 702.1, 702.2, 702.4]
	Efficiency unit fails to meet the minimum requirements for occupancy. [404.6]
	Storage space for food is not provided. [404.7]
	Interior walls not properly maintained(holes; loose; cracks; chipped or flaking paint), 305.3
	Interior stairs/floors not properly maintained, (loose; trip, finish, etc.) [305.4]
X	In Hsu & going to basement
X	Interior ceilings not properly maintained, (holes; cracks; loose; flaking paint; missing; sagging) [305.3]
	ceiling in bathroom falling
X	Interior doors and windows not properly maintained, (broken; missing; flaking paint) [304.13, 304.15, 304.16, 304.17, 304.18, 304.18.1, 304.18.2, 304.18.3, 305.3, 305.6]
	in conference room
	Interior woodwork/ trim work not properly maintained, (broken; missing; loose; flaking paint) [305.13]
X	Pest control required, infestation of _____ [309.1]
	mice
	Interior handrails/guardrails not properly maintained. [305.5, 307.1]
X	Lead based substances are present. [305.3.1, 305.3.5]
	Paint Peeling Needs lead certificates
	Structural members unsound. [304.4, 305.1, 305.2]

EXHIBIT KK

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



06/05/2023 09:36



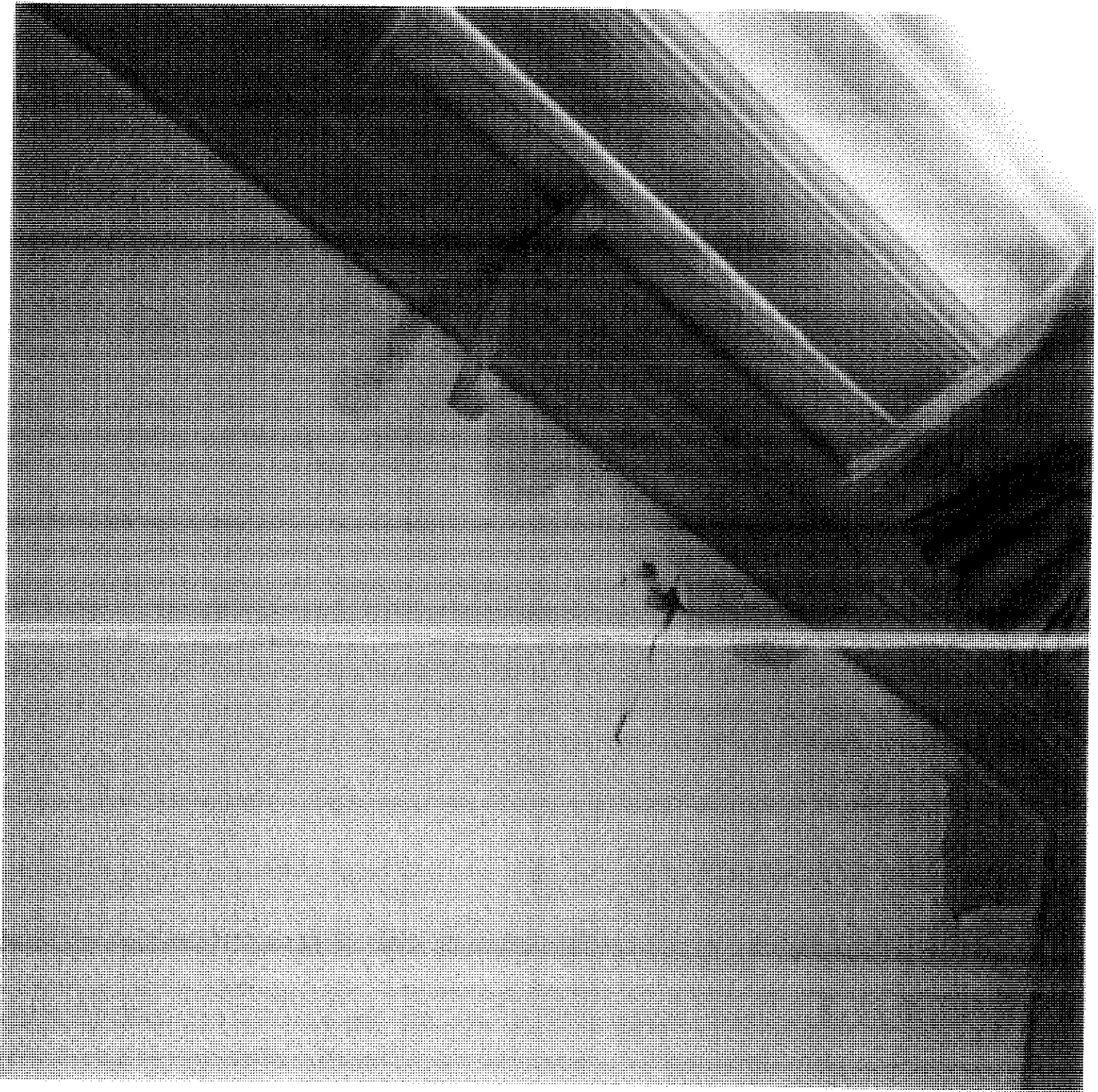


EXHIBIT LL

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

From: [Shana Crandell](#)
To: [Johnson, Carl](#)
Cc: [Cherie C](#)
Subject: Re: 260 Lonsdale Ave - Lead Hazard
Date: Friday, August 4, 2023 9:59:49 AM

You don't often get email from shana.crandell@gmail.com. [Learn why this is important](#)

Hi Carl,

Just checking in on inspections for 260 Lonsdale (Richard: 401-288-7495) and 288/290 Sayles (Paula: 401-771-5161). I can help coordinate. Please let me know if there's another inspector I should contact if you're still out of the office.

Thanks,
Shana
(617) 990-2931

On Wed, Aug 2, 2023 at 3:11 PM Johnson, Carl <cjohnson@pawtucketri.com> wrote:

Hi Shana. I'm out of the office. I'll get an inspector out there tomorrow.

Carl

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Shana Crandell <shana.crandell@gmail.com>
Sent: Wednesday, August 2, 2023 2:35:29 PM
To: Johnson, Carl <cjohnson@pawtucketri.com>; Cherie C <cherie.cruz7@gmail.com>
Subject: 260 Lonsdale Ave - Lead Hazard

You don't often get email from shana.crandell@gmail.com. [Learn why this is important](#)

Hi Carl,

We are getting reports from tenants at 260 Lonsdale Ave that Pioneer Investments is attempting to paint over exterior lead paint without proper mitigation or permits. There is an elementary school nearby and a baby living there.

Can someone call Richard to coordinate an inspection? I am also happy to help facilitate. Richard can be reached at (401) 288-7495.

Thanks,
Shana
(617) 990-2931

EXHIBIT MM

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

SPECIAL SERVICES CUSTOMER INVOICE

Store 4282 SMITHFIELD
 371 PUTNAM PIKE
 SMITHFIELD, RI 02917
 Phone: (401) 233-4204
 Salesperson: JC043G
 Reviewer:

REPRINT
2023-07-21 17:01

SOLD TO

Name **SUREKA ANURAG** Phone 1 **(617) 548-1074**

Address **25 BROOK DR** Phone 2 **(845) 616-2943**

City **FAIRHAVEN** Company Name **PIONEER INVESTMENTS LLC**

State **MA** Zip **02719** County **PROVIDENCE**

Job Description **159 Park Ave**

CARRY OUT MERCHANDISE **MERCHANDISE AND SERVICE SUMMARY**

REF # W01 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-258-334	2.00	EA	3/8 in. x 4 ft. x 8 ft. Gypsum Panel /		Y	\$16.56	\$33.12*
R02	0000-479-666	1.00	EA	#6 x 1-5/8 in. Philips Bugle-Head Coarse Thread Sharp Point Drywall Screw (1 lb./Pack) /		Y	\$7.96	\$7.96*
R03	1001-288-344	2.00	EA	3 lb. Easy Sand 5 Lightweight Setting-Type Joint Compound /		Y	\$8.34	\$16.68*
R04	0000-483-689	1.00	EA	FibaTape Standard White 1-7/8 in. x 300 ft. Self-Adhesive Mesh Drywall Joint Tape /		Y	\$10.43	\$10.43*
R05	1001-370-384	1.00	PK	60-Watt Equivalent A19 Dimmable LED Light Bulb in Soft White (4-Pack) /		Y	\$11.48	\$11.48
R06	1005-512-714	2.00	EA	3 in. to 4 in. Adjustable Worm Clamps /		Y	\$2.54	\$5.08*
R07	1003-041-096	1.00	EA	4 in. x 8 ft. Flexible Aluminum Dryer Vent Duct /		Y	\$13.14	\$13.14*
MERCHANDISE TOTAL:								\$97.89
END OF CARRY OUT MERCHANDISE - REF #W01								

We reserve the right to limit the quantities of merchandise sold to customers

Check your current order status online at www.homedepot.com/orderstatus

EXHIBIT NN

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Town of West Warwick, RI

Inspection Report

Inspection: Minimum Housing Inspection

Inspector: Charles Davey

Inspection Date: Jun 13, 2023

Record: Minimum Housing #MH-23-131

Location: 12 YOUNGS AVENUE, West Warwick, RI 02893

Applicant:

Minimum Housing - Exterior

Overall Result: Fail

Checklist:

* 8-146 Junked Vehicles

No owner, operator or occupant of any building, structure, dwelling or dwelling premises, and no operator or owner of any motor vehicle or watercraft herein described, shall keep, park, store, leave inoperative wrecked, junked, dismantled, being restored or rehulled, motor vehicle or watercraft of any kind or parts thereof on any premises with the town, except in connection with a legally operated enterprise. For the purpose of this section, the terms "inoperative, wrecked, junked, dismantled, being restored or rehulled" shall mean any motor vehicle or watercraft that is unregistered, has no valid inspection

sticker or is not validly registered with the state. "Watercraft" shall include any boat, ship, vessel or personal watercraft (i. e. jet ski) of any size propelled by motor or wind power. Kayaks, canoes and dinghy's if less than 13 feet in length are exempt.

Result: Fail

Remarks:

Remove any unregistered cars from the property.



Minimum Housing - Heating, Plumbing & Electrical

Overall Result: Fail

Checklist:

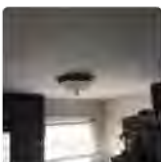
605.1 Safe and Approved Electrical Installation

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Result: Fail

Remarks:

The kitchen ceiling light does not work. A licensed electrician must repair this fixture.



Minimum Housing - Lead Related

Overall Result: Fail

Checklist:

§ 42-128.1-8 Provide Tenants

(4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of the independent clearance inspection; and (iii) information about how to give notice of deteriorating conditions;

Result: Fail

Remarks:

Provide the tenants and this office with a current lead clearance report. The most recent inspection on file with the health department is from 2008.

305.3 Interior surfaces

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Result: Fail

Remarks:

Repair and repaint areas of peeling and chipped paint and the holes in several walls in a lead safe manner.



Minimum Housing - Safety

Overall Result: Fail

Checklist:

309.1 Infestation

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation. (More than one unit or the common areas(s) in a multi-unit building must be infested for it to be the property owners responsibility.)

Result: Fail

Remarks:

There is evidence, including a dead mouse, that there is an infestation in the building. Eliminate the rodents and prevent additional infestations.



Minimum Housing - Walls, Ceilings & Floors

Overall Result: Fail

Checklist:

9-8 Interior Walls

(a) Every foundation, floor, roof, ceiling, and exterior wall must be reasonably weather tight, watertight and damp-free, and shall be kept in sound condition and good repair. Floors, interior walls, and ceilings shall be sound and in good repair. All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. Potentially hazardous materials will not be used where readily accessible to children. Walls shall be capable of affording privacy for the occupants. Every premises shall be graded, drained, free of standing water, and maintained in a clean, sanitary, and safe condition.

Result: Fail

Remarks:

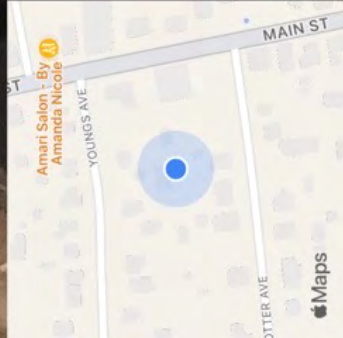
The bathroom ceiling has a large mold growth which must be removed. While not required, you should consider installing an exhaust fan. The bathroom window is very small and may not be large enough to adequately vent moisture from the bathroom.





ATTORNEY GENERAL PHILIP J. BURNETT
CITY AND TOWN RECORDS
001946

Jun 13, 2023 at 11:02:02 AM
+41.710497, -71.523846
West Warwick





ATTORNEY GENERAL
CITY AND TOWN RECORDS
001949

Jun 13, 2023 at 11:04:31 AM

+41.710497, -71.523846

West Warwick

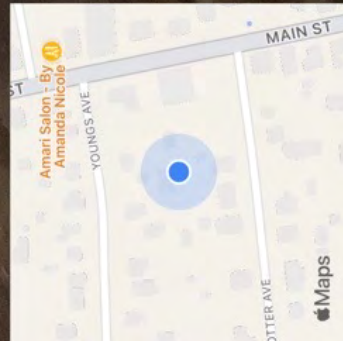


EXHIBIT OO

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



SPECIAL SERVICES CUSTOMER INVOICE

Store 2659 S ATTLEBORO
1100 NEWPORT AVE
SOUTH ATTLEBORO, MA 02703

Phone: (508) 761-4001
Salesperson: NFYG92S
Reviewer:

SOLD TO	Name		Home Phone	
	SUREKA ANURAG		(617) 548-1074	
	Address 25 BROOK DR		Work Phone	
			Company Name PIONEER INVESTMENTS LLC	
	City FAIRHAVEN		Job Description young	
State MA		Zip 02719	County BRISTOL	

REPRINT

2023-06-27 14:27

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-690-521	1.00	EA	Wall Vent Ducting Kit /		Y	\$23.40	\$23.40*
R02	1006-777-870	1.00	PK	60-Watt Equivalent A19 Dimmable LED Light Bulb Daylight (8-Pack) /		Y	\$17.48	\$17.48
R04	0000-502-030	2.00	EA	Silicone 1 Clear All Purpose Sealant 10.1 oz /		Y	\$9.18	\$18.36*
R05	0000-502-049	1.00	EA	10.1 oz. Silicone 1 White All-Purpose Caulk /		Y	\$9.18	\$9.18*
R06	0000-471-712	1.00	EA	Spray Sock Hood /		Y	\$3.66	\$3.66*
R07	1003-306-366	3.00	EA	12 oz. Carbon Black Roof Accessory Spray Paint /		Y	\$10.48	\$31.44
R08	1006-262-661	1.00	EA	Universal 3 in. Premium Adjustable Toilet Tank Flapper /		Y	\$11.94	\$11.94*
R09	0000-563-906	1.00	EA	9 in. x 1/2 in. High-Density Pro Woven Roller Cover (3-Pack) /		Y	\$11.81	\$11.81*
R10	1002-520-946	1.00	EA	QuietFILL Platinum Complete Universal Toilet Repair Kit /		Y	\$25.19	\$25.19*
R11	1006-950-947	1.00	EA	2-7/8 in. Tub/Shower Strainer in Brushed Nickel /		Y	\$9.28	\$9.28*
R12	0000-251-702	1.00	EA	3/4 in. x 1-1/2 in. x 8 ft. White Cellular PVC Trim /		Y	\$9.28	\$9.28*
R13	1000-049-195	1.00	EA	1 gal. Mold Killing Interior/Exterior Primer /		Y	\$39.19	\$39.19*
R14	0000-928-046	1.00	GA	1 gal. Ultra Pure White Semi-Gloss Enamel Low Odor Interior Paint & Primer /		Y	\$30.38	\$30.38*
R15	0000-220-172	1.00	EA	Adjust-a-flush Flapper /		Y	\$5.92	\$5.92*
R16	0000-639-267	1.00	EA	Brush Comb /		Y	\$3.87	\$3.87
R17	1000-042-570	1.00	EA	1.89 in. x 10 yds. Bath Fan Installation Air Filter Duct Tape /		Y	\$4.37	\$4.37*

*** CONTINUED ON NEXT PAGE ***

Check your current order status online at
www.homedepot.com/orderstatus

* Indicates item markdown
Customer Copy

CARRY OUT MERCHANDISE

#1

(Continued)

REF #W02

R18	0000-258-474	1.00	EA	PL 500 10 fl. oz. Landscape Block Adhesive. /		Y	\$6.10	\$6.10*
R19	0000-159-495	1.00	EA	1/2 in. x 23-5/8 in. x 23-5/8 in. Patch and Repair Drywall /		Y	\$6.94	\$6.94*
R20	0000-617-475	6.00	EA	12 oz. Satin Granite General Purpose Spray Paint /		Y	\$6.15	\$36.90*
R21	0000-984-590	4.00	EA	Alex Plus 10.1 oz. White Acrylic Latex Caulk Plus Silicone /		Y	\$3.58	\$14.32
							MERCHANDISE TOTAL:	\$319.01
END OF CARRY OUT MERCHANDISE - REF #W02								

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI): ; ; <i>'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'</i>	ORDER TOTAL	\$319.01
	SALES TAX	\$19.95
	TOTAL	\$338.96
	BALANCE DUE	\$0.00

END OF ORDER No. H2659-259676

* Indicates item markdown
Customer Copy

ATTORNEY GENERAL PRODUCTION
PIONEER INVESTMENT RECORDS 10.25.2023
004170

EXHIBIT PP

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Town of West Warwick, RI

Inspection Report

Inspection: Minimum Housing Inspection

Inspector: Charles Davey

Inspection Date: Aug 24, 2023

Record: Minimum Housing #MH-23-131

Location: 12 YOUNGS AVENUE, West Warwick, RI 02893

Applicant:

Minimum Housing - Exterior

Overall Result: Pass

Checklist:

* 8-146 Junked Vehicles

No owner, operator or occupant of any building, structure, dwelling or dwelling premises, and no operator or owner of any motor vehicle or watercraft herein described, shall keep, park, store, leave inoperative wrecked, junked, dismantled, being restored or rehulled, motor vehicle or watercraft of any kind or parts thereof on any premises with the town, except in connection with a legally operated enterprise. For the purpose of this section, the terms "inoperative, wrecked, junked, dismantled, being restored or rehulled" shall mean any motor vehicle or watercraft that is unregistered, has no valid inspection

sticker or is not validly registered with the state. "Watercraft" shall include any boat, ship, vessel or personal watercraft (i. e. jet ski) of any size propelled by motor or wind power. Kayaks, canoes and dinghy's if less than 13 feet in length are exempt.

Result: Pass

Remarks:

All vehicles were in visibly drivable condition and had registration plates.

Minimum Housing - Heating, Plumbing & Electrical

Overall Result: Pass

Checklist:

605.1 Safe and Approved Electrical Installation

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Result: Pass

Remarks:

Light is operable.

Minimum Housing - Lead Related

Overall Result: Pass

Checklist:

§ 42-128.1-8 Provide Tenants

(4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of the independent clearance inspection; and (iii) information about how to give notice of deteriorating conditions;

Result: Pass

305.3 Interior surfaces

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Result: Pass

Remarks:

Walls have been repaired. No peeling paint observed.

Minimum Housing - Safety

Overall Result: Pass

Checklist:

309.1 Infestation

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper

precautions shall be taken to prevent reinfestation. (More than one unit or the common areas(s) in a multi-unit building must be infested for it to be the property owners responsibility.)

Result: Skip

Remarks:

Property owner stated that property was treated by Lincoln Pest control and he will provide invoice.

EXHIBIT QQ

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Town of West Warwick, RI

Inspection Report

Inspection: Minimum Housing Inspection

Inspector: Charles Davey

Inspection Date: Jun 15, 2022

Record: Minimum Housing #MH-22-112

Location: 7 BOWEN COURT, West Warwick, RI 02893

Applicant:

Minimum Housing - Exterior

Overall Result: Fail

Checklist:

* 8-95 Accumulation of Garbage

The accumulation of garbage, litter, refuse, rubbish, trash and other deleterious substances on the premises of private residences, commercial institutions, and in the streets and alleys can cause contagious and epidemic diseases, causes diminution in value of other property in the town, developed or undeveloped, the owner shall maintain said property free from garbage, litter, refuse, rubbish and trash as the same are hereinabove defined.

Result: Fail

Remarks:

There are mattresses in the yard and in the garage that must be removed.



Minimum Housing - Heating, Plumbing & Electrical

Overall Result: Fail

Checklist:

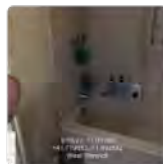
504.1 Pipes/Faucet Leaks

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

Result: Fail

Remarks:

- 1.) The kitchen sink drain pipes leak. A cracked fitting is visible. Repair the plumbing.
- 2.) Repair the tub drain plumbing.



605.4 Wiring

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

Result: Fail

Remarks:

Flexible extension cord in the basement is being used to power a sump pump. An electrician must properly install an outlet to directly connect the pump to the electrical service.



Minimum Housing - Lead Related

Overall Result: Fail

Checklist:

§ 42-128.1-8 Provide Tenants

(4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of the independent clearance inspection; and (iii) information about how to give notice of deteriorating conditions;

Result: Fail

Remarks:

Provide your tenant and this office with a copy of the independent clearance inspection conducted by a Certified Environmental Lead Inspector for this property.

305.3.1. Potentially hazardous material

Potentially hazardous material on the interior surfaces of any dwelling unit, rooming house, rooming unit, or facility occupied by children is prohibited. The interior surfaces include, but are not limited to, window sills, window frames, doors, door frames, walls, ceilings, stair rails and spindles, or other appurtenances.

Result: Fail

Remarks:

There is peeling and chipped paint throughout the house that must be mitigated.



Minimum Housing - Walls, Ceilings & Floors

Overall Result: Fail

Checklist:

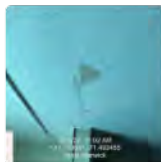
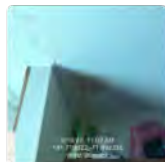
9-8 Interior Walls

(a) Every foundation, floor, roof, ceiling, and exterior wall must be reasonably weather tight, watertight and damp-free, and shall be kept in sound condition and good repair. Floors, interior walls, and ceilings shall be sound and in good repair. All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. Potentially hazardous materials will not be used where readily accessible to children. Walls shall be capable of affording privacy for the occupants. Every premises shall be graded, drained, free of standing water, and maintained in a clean, sanitary, and safe condition.

Result: Fail

Remarks:

1.) Address the source of the water infiltration and repair the damage to the kitchen ceiling. 2.) There is peeling paint, water damage and large holes in the interior walls, baseboards, and trim that must be repaired.



305.4 Floors

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

Result: Fail

Remarks:

- 1.) The floor is mostly bare plywood and small sections of linoleum tile. Install proper flooring throughout the apartment.
- 2.) The basement floor is damp and covered with possible mold near the oil tank. Address the source of moisture and clean the floor.



605.1 Elec. Boxes & Globes

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Result: Fail

Remarks:

- 1.) The bathroom light does not work and must be repaired. Replace the globe to the ceiling light fixture in the entryway.



Minimum Housing - Windows and Doors

Overall Result: Fail

Checklist:

304.13 Window, skylight and door frames

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

Result: Fail

Remarks:

The windows' sashes and frames are bare wood and must be refinished.



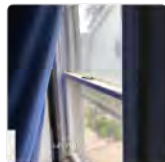
304.13, 304.18.2

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

Result: Fail

Remarks:

The windows are screwed shut because the tenant reports they do not properly close and/or lock. Repair these windows so they properly work.



304.13.1 Glazing

Glazing materials shall be maintained free from cracks and holes. All broken window panes must be replaced.

Result: Fail

Remarks:

The glazing of the transom above the entry door is broken and must be replaced.



304.15 Doors

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

Result: Fail

Remarks:

The exterior door is damaged and rotted at the bottom. It is also missing weatherstripping and the frame is damaged. Repair this door and frame.



305.3 Door Surface

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Result: Fail

Remarks:

The paint on the entry doors is peeling, worn and chipped. Both doors must be repainted or replaced.

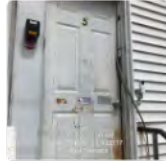


EXHIBIT RR

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

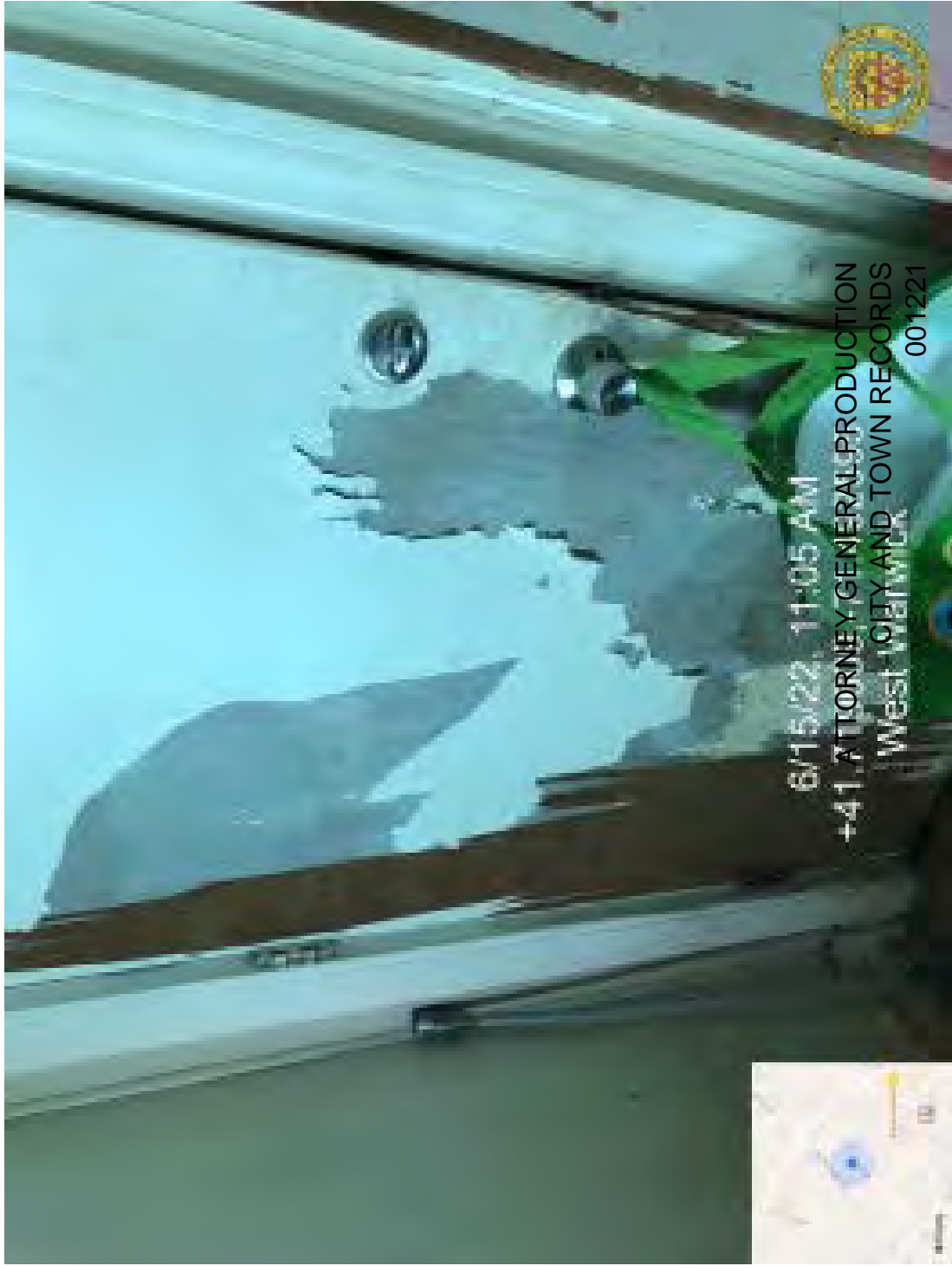


8/15/22 11:09 AM

41 ATTORNEY GENERAL PRODUCTION
CITY AND TOWN RECORDS
West Yarmouth 007205

EXHIBIT SS

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



6/15/22 11:05 AM

+41 ATTORNEY GENERAL PRODUCTION
WEST VIRGINIA CITY AND TOWN RECORDS
001221



EXHIBIT TT

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction



ATTORNEY GENERAL PROSECUTOR
CITY AND TOWN RECORDS
001238

Jun 6, 2023 at 11:02:43 AM
+41.719554,-71.492893
West Warwick

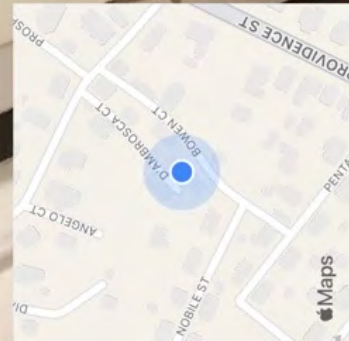


EXHIBIT UU

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Town of West Warwick, RI

Inspection Report

Inspection: Minimum Housing Inspection

Inspector: Charles Davey

Inspection Date: Aug 16, 2022

Record: Minimum Housing #MH-22-112

Location: 7 BOWEN COURT, West Warwick, RI 02893

Applicant:

Minimum Housing - Exterior

Overall Result: Pass

Checklist:

* 8-95 Accumulation of Garbage

The accumulation of garbage, litter, refuse, rubbish, trash and other deleterious substances on the premises of private residences, commercial institutions, and in the streets and alleys can cause contagious and epidemic diseases, causes diminution in value of other property in the town, developed or undeveloped, the owner shall maintain said property free from garbage, litter, refuse, rubbish and trash as the same are hereinabove defined.

Result: Pass

Remarks:

The mattresses have been removed from the yard and garage.

**Minimum Housing - Heating, Plumbing & Electrical****Overall Result:** Partial Pass**Checklist:****504.1 Pipes/Faucet Leaks**

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

Result: Pass**Remarks:**

1. The kitchen sink drain pipe no longer leaks. 2. The tub drain works properly.

605.4 Wiring

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

Result: Fail**Remarks:**

The flexible cord in the basement ceiling is still there but the owner representative on site will be removing it today.

Minimum Housing - Lead Related

Overall Result: Fail

Checklist:

§ 42-128.1-8 Provide Tenants

(4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of the independent clearance inspection; and (iii) information about how to give notice of deteriorating conditions;

Result: Fail

Remarks:

No clearance report has been provided to the tenant or the building office. Two children live or will be living in this apartment.

305.3.1. Potentially hazardous material

Potentially hazardous material on the interior surfaces of any dwelling unit, rooming house, rooming unit, or facility occupied by children is prohibited. The interior surfaces include, but are not limited to, window sills, window frames, doors, door frames, walls, ceilings, stair rails and spindles, or other appurtenances.

Result: Pass

Remarks:

The peeling paint has been repaired/repainted.

Minimum Housing - Walls, Ceilings & Floors

Overall Result: Pass

Checklist:

9-8 Interior Walls

(a) Every foundation, floor, roof, ceiling, and exterior wall must be reasonably weather tight, watertight and damp-free, and shall be kept in sound condition and good repair. Floors, interior walls, and ceilings shall be sound and in good repair. All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. Potentially hazardous materials will not be used where readily accessible to children. Walls shall be capable of affording privacy for the occupants. Every premises shall be graded, drained, free of standing water, and maintained in a clean, sanitary, and safe condition.

Result: Pass

Remarks:

1. The source of the water leaking from the second floor has been located and repaired, according to the owner rep. 2. The ceiling has been repainted.

305.4 Floors

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

Result: Pass

Remarks:

1. New flooring has been installed. 2. The basement floor is mostly dry. Oil on the floor has been or is being dried with an

absorbent.

605.1 Elec. Boxes & Globes

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Result: Pass

Remarks:

The bathroom light has been repaired and a globe has been installed.

Minimum Housing - Windows and Doors

Overall Result: Partial Pass

Checklist:

304.13 Window, skylight and door frames

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

Result: Pass

Remarks:

The window sashes and frames have been painted.

304.13, 304.18.2

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

Result: Fail

Remarks:

The windows are still screwed shut by the tenant, who is concerned that the installed and working sash locks are not able to prevent an intruder from entering. He was advised that it is an unsafe practice to screw windows shut.

304.13.1 Glazing

Glazing materials shall be maintained free from cracks and holes. All broken window panes must be replaced.

Result: Pass

Remarks:

The transom glass has been replaced.



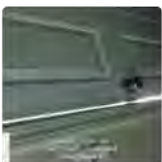
304.15 Doors

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

Result: Fail

Remarks:

The exterior door is still missing weatherstripping.



305.3 Door Surface

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Result: Pass

Remarks:

The interior door has been repainted.

EXHIBIT VV

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

From: [Grebien, Donald](#)
To: [PolICASTRO, Bianca](#)
Subject: Fwd: Pioneer Properties
Date: Saturday, June 3, 2023 4:37:27 PM

I'll call you on this in a few.

Sincerely...Don Grebien
Mayor – City of Pawtucket
Click [here](#) to sign up for the city updates.
<http://www.pawtucketri.com>

Begin forwarded message:

From: Cherie C <cherie.cruz7@gmail.com>
Date: June 3, 2023 at 4:29:10 PM EDT
To: "Johnson, Carl" <cjohnson@pawtucketri.com>, "Grebien, Donald" <DGrebien@pawtucketri.com>
Subject: Re: Pioneer Properties

Also, I have other tenants coincidentally who reached out that said the same name "Iris" who she tried to call her for 6 months and she has not responded or came out. This elderly tenant sent me these pictures below of her shower.
This is at 93 Tweed Street, Pawt.

If anyone can go out?





EXHIBIT WW

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

93 Tweed



Floor 1st Inspector Initials JD Date 6/16/23 General

	Bathroom lack a window of 3 square feet or an approved ventilation system. [403.2]
	Living rooms/Sleeping rooms lack the required room area. [404.4.1]
	Ceilings in habitable rooms including habitable basements lack req'd ceiling height. [404.3]
	Dwelling unit is occupied by more occupants than allowed. [404.5]
	Means of egress are not approved, (unsafe; blocked; lack the required number) [404.4.2, 404.4.3, 702.1, 702.2, 702.4]
	Efficiency unit fails to meet the minimum requirements for occupancy. [404.6]
	Storage space for food is not provided. [404.7]
X	Interior walls not properly maintained(holes; loose; cracks; chipped or flaking paint), 305.3 Bathroom
	Interior stairs/floors not properly maintained, (loose; trip, finish, etc.) [305.4]
X	Interior <u>ceilings</u> not properly maintained, (holes; cracks; loose; flaking paint; missing; sagging) [305.3] Bathroom
	Interior doors and windows not properly maintained, (broken; missing; flaking paint) [304.13, 304.15, 304.16, 304.17, 304.18, 304.18.1, 304.18.2, 304.18.3, 305.3, 305.6]
	Interior woodwork/ trim work not properly maintained, (broken; missing; loose; flaking paint) [305.13]
	Pest control required, infestation of _____ . [309.1]
	Interior handrails/guardrails not properly maintained. [305.5, 307.1]
	Lead based substances are present. [305.3.1, 305.3.5]
	Structural members unsound. [304.4, 305.1, 305.2]

EXHIBIT XX

Attached to State's Memorandum in Support of Its Motion for a Preliminary Injunction

Thanks Melissa. Who is the inspector? Can you please provide contact information because John said you were the inspector and that's the reason, we emailed you.

Regards,

Anurag

On Wednesday, September 13, 2023 at 10:41:56 AM EDT, Fontes, Melissa <mfontes@pawtucketri.com> wrote:

Good Morning ,

I have and passed it along to your inspector to this case.

Thank you,

Melissa

From: Anurag Sureka <sureka_anurag@yahoo.com>
Sent: Tuesday, September 12, 2023 4:14 PM
To: Fontes, Melissa <mfontes@pawtucketri.com>
Subject: Re: 93 Tweed St, Pawtucket violation corrected

You don't often get email from sureka_anurag@yahoo.com. [Learn why this is important](#)

Hello Melissa,

Just checking if you received my messages.

Thanks

Anurag

On Tuesday, September 12, 2023 at 12:15:58 AM EDT, Anurag Sureka <sureka_anurag@yahoo.com> wrote:

Hello Melissa,

We have a violation on 93 tweed st. has been corrected.

Please see pic of bathroom ceiling:

If you have any questions, feel free to reach out (email, text or cell – 617-548-1074). If you would like to meet for an inspection, we can meet on Wednesday 09/13 anytime that works for you.

Thanks

Anurag



