

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 24-13750

ALFREDO LIRIANO; DANIEL
ARROYO; CARMEN ARROYO;
MARIA PATRONE; SANDRA PIZARRO;
MARC AGRAMONTE; STEFON
EVERETT; FRANSISCO VALDEZ

Plaintiffs,

v.

STONY BROOK GARDENS
COOPERATIVE CORP.; DARLENE
JOHNSON; SHAWNA HOWARD;
VANESSA LOPEZ

Defendants.

SUFFOLK SUPERIOR COURT
CIVIL CLERK'S OFFICE
2024 MAY 23 P 2:36
JOHN E. POWERS III
ACTING CLERK MAGISTRATE

EQUITY COMPLAINT

Plaintiffs Alfredo Liriano, Daniel Arroyo, Carmen Arroyo, Maria Patrone, Sandra Pizarro, Marc Agramonte, Stefon Everett, and Francisco Valdez (collectively, "Plaintiffs")¹, by and through undersigned counsel, brings this complaint against Defendants Stony Brook Gardens Cooperative Corporation, a Massachusetts corporation, Darlene Johnson, Shawna Howard, and Vanessa Lopez (collectively, "Defendants"), and alleges as follows:

PARTIES

1. Plaintiff Alfredo Liriano ("Plaintiff Liriano") resides at 60 Chestnut Ave. in Jamaica Plain in Massachusetts, 02130. He has been a resident/shareholder of Stony Brook

¹ This Complaint relies on verified facts set out in an affidavit signed by each Plaintiff in this matter. Plaintiffs' affidavits will be filed simultaneously with this Complaint.

Gardens Cooperative Corporation (“Stony Brook Gardens” or the “Cooperative”), since 1993, and served as President of the Cooperative at various times during the 2000s. (See “Affidavit of Alfredo Liriano,” filed simultaneously with this Complaint).

2. Plaintiff Daniel Arroyo resides at 20A Chestnut Ave, Unit #2, Jamaica Plain, MA with his wife, Plaintiff Carmen Arroyo (collectively, “Plaintiff Arroyos”), and their two children. He has been a resident/shareholder of the Cooperative since 1993. (See “Affidavit of Daniel Arroyo,” filed simultaneously with this Complaint).

3. Plaintiff Francisco Valdez (“Plaintiff Valdez”) resides at 93 Lamartine St, Jamaica Plain, MA. He has been a resident/shareholder of the Cooperative since 2000. (See “Affidavit of Francisco Valdez,” filed simultaneously with this Complaint).

4. Plaintiff Marc Agramonte (“Plaintiff Agramonte”) resides at 93 Lamartine St, Jamaica Plain, MA with Plaintiff Valdez. Plaintiff Agramonte has been a resident of the Cooperative since 2000. (See “Affidavit of Marc Agramonte,” filed simultaneously with this Complaint).

5. Plaintiff Maria Patrone (“Plaintiff Patrone”) resides at 8 Hoffman Street. She has been a resident/shareholder of the Cooperative since 1998. (See “Affidavit of Maria Patrone,” filed simultaneously with this Complaint).

6. Plaintiff Sandra Pizarro (“Plaintiff Pizarro”) resides at 53 Lamartine St, Jamaica Plain, MA. She has been a resident/shareholder of the Cooperative since 2009. (See “Affidavit of Sandra Pizarro,” filed simultaneously with this Complaint).

7. Plaintiff Stefon Everett (“Plaintiff Everett”) resides at 14 Hoffman Street. He has been a resident/shareholder of the Cooperative since 1993. (See “Affidavit of Stefon Everett,” filed simultaneously with this Complaint).

8. Defendant Stony Brook Gardens Cooperative Corporation (“Stony Brook Gardens” or the “Cooperative”) is a cooperative housing corporation with a principal office located at 99 Lamartine St., Jamaica Plain, MA.

9. Defendant Darlene Johnson (“Defendant Johnson”) is the President of the Cooperative’s Board of Directors. She resides at 20 Chestnut Ave, Jamaica Plain, MA.

10. Defendant Shawna Howard (“Defendant Howard”) is the Secretary of the Cooperative’s Board of Directors. She resides at 58 Chestnut Ave, Jamaica Plain, MA.

11. Defendant Vanessa Lopez (“Defendant Lopez”) is a Director of the Cooperative’s Board of Directors. She resides at 62 Chestnut Ave, Jamaica Plain, MA.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction pursuant to G.L. c. 212, § 3 and/or §4, because Plaintiffs seek equitable relief.

13. This Court has personal jurisdiction over Defendant Stony Brook Gardens because it is a Massachusetts corporation with a principal place of business in Massachusetts.

14. This Court has personal jurisdiction over the individual defendants where each individual defendant resides in Massachusetts.

15. Venue is proper pursuant to G.L. c. 223, §1 and/or §8(4) as all parties reside in Suffolk County.

FACTS

Stony Brook Gardens Bylaws

16. Stony Brook Gardens is a cooperative housing corporation, which is the general partner of Stony Brook Gardens Limited Partnership, a Massachusetts limited partnership, which

owns 50 apartments and townhouses located in Jamaica Plain, Massachusetts. The Cooperative was organized as a housing cooperative in 1991 pursuant to Mass. G.L. c. 157B.

17. As a cooperative housing corporation organized under G.L. c. 157B, the Cooperative is subject to laws governing corporate formalities, including the requirements set out in G.L. c. 156B.

18. The Cooperative is governed by the Stony Brook Gardens Bylaws (the "Bylaws") established at the time that the cooperative was organized. A true and accurate copy of the Bylaws are set forth at Exhibit A.

19. The shareholders of the Cooperative are its residents, who, pursuant to Article 3 of the Bylaws, are each provided a share of the Cooperative upon joining as a member resident.

Bylaw provisions concerning elections of the Board of Directors

20. The Cooperative is run by a Board of Directors (the "Board"), which, pursuant to Article 4 of the Bylaws, are elected by resident/shareholders at annual and special meetings.

21. Section 4.2 of the Bylaws states that an annual meeting of stockholders of the Cooperative shall be held on the fourth Sunday in the month of April *each year*. (emphasis added). Section 4.2 also states that, at each annual meeting, "members shall elect directors as provided in these bylaws."

22. The Bylaws provide in Section 5.3 that election of directors shall take place at each properly noticed annual meeting or special meeting.

23. Section 5.3 of the Bylaws also provides that each director shall be elected to a two-year term.

24. Section 5.3 further states that, "[a]fter serving three consecutive terms of office, a member shall be ineligible for election as a director for one year."

Bylaw provisions concerning Meetings

25. Section 4.3 of the Bylaws provides that “[a] Special Meeting of the members may be called by the President or by the Board. A Special Meeting shall be called by the President or the Clerk upon the written petition of twenty percent (20%) of the members. The notice of any Special Meeting shall state the time, place, and purpose of the meeting.”

26. Section 4.4 of the Bylaws provides that “[t]he Clerk shall mail a notice of *each Annual or Special Meeting*... to each member of record, at his or her address... at least seven but not more than thirty days prior to the meeting.” (emphasis added).

27. Section 4.5 of the Bylaws provides that a quorum of at least 50% of the members of record of the Cooperative shall constitute a quorum, and that no business may be transacted at a meeting without a quorum of members.

Bylaw Requirements Concerning Books and Records of the Cooperative.

28. Section 9.2 of the Bylaws states that “[b]ooks and accounts of [[the Cooperative] shall be kept under the direction of the Treasurer.”

29. Section 9.3 of the Bylaws states that “[a]t the close of each fiscal year, the books and records of [the Cooperative] shall be reviewed or audited by a certified public accountant. Based on such reports, [the Cooperative] shall furnish its members with an annual financial statement including the income and disbursements of [the Cooperative].”

30. Section 9.4 of the Bylaws states that “[f]inancial reports, financial books and records, and the membership records of [the Cooperative] shall be available at the principal office of [the Cooperative] for inspection.”

Operations at Stony Brook Gardens

31. For the first 21 years of its existence, Stony Brook Gardens thrived as a cooperative community, with effective management and corporate governance ensuring that all residents could enjoy an inclusive community with affordable rents.

32. During this time, the Board held regular elections, and also arranged annual financial audits of the Cooperative's books and records, with audited financial reports provided to resident/shareholders each year.

33. After years of effective management and corporate governance at the Cooperative, things began to change drastically following the 2012 Board elections.

34. In the 2012 election, Defendant Darlene Johnson was elected to the Board of Directors as the President.

35. In the 2012 election, Defendant Shawna Howard was elected to the Board of Directors as the Secretary and Clerk.

36. In the 2012 election, Defendant Vanessa Lopez was elected to the Board of Directors as a Director.

37. As described below, since 2012, the Board, under the direction of Defendant Johnson, has knowingly and consistently violated both the Bylaws and Massachusetts laws surrounding corporate governance as set out in G.L. c. 156B.

**Violation of the Bylaws by the Board –
Invalid Elections and Failure to Adhere to Term Limitations**

38. The Stony Brook Gardens Board has not held properly noticed elections conducted in accordance with the Bylaws since 2013.

39. According to Section 4.4 of the Bylaws, notices of meetings must be delivered to each resident/shareholder at their address.

40. Since 2013, the Board has engaged in a practice of delivering notice to only select residents, or posting notice of elections outside the community office, which is not in the regular path of travel for many resident/shareholders.

41. Not only were these notices not delivered to all the Cooperative's resident shareholders, but the notices often did not contain information regarding the location of the meetings, a requirement for valid notice under Section 4.4 of the Bylaws.

42. As a result of the Board not delivering notice as required under the Bylaws, any elections, if held at all, did not provide each resident/shareholder with the opportunity to vote as protected under the Bylaws.

43. Recent attempts by the Board to notice meetings have been made substantially in compliance with the requirements of the Bylaws, although these notices failed to state the location of the meeting. However, the Board has used other strategies to prevent actions from being taken at these meetings.

44. For example, as discussed further below, the Board has refused to recognize valid quorums, and engaged in harassment and intimidation tactics to physically prevent resident/shareholders from attending the meeting or to physically remove them from meetings once they have begun.

45. The Stony Brook Gardens Tenant Association (the "Tenant Association") sent two letters to the Board, in November and December of 2022, requesting that the Board call a special meeting of all residents for the purpose of holding valid elections. The Board ignored these two letters.

46. On February 14, 2023, the Tenant Association sent the Board another letter requesting that the Board hold a special meeting for valid elections. The letter was signed by at

least 20% of the Cooperative's resident/shareholders, thus triggering the Board's obligation to hold a meeting pursuant to Article 4.3 of the Bylaws. The Board once again did not respond to this request to hold a special meeting to conduct a valid election.

47. Importantly, the current Board members are not able to serve on the Board, due to the three consecutive term limitation (for a total of 6 years) set forth in Section 5.3 of the Bylaws.

48. Ms. Johnson was first elected in 2012, and, therefore, should have been able to serve on the Board until 2018 (three consecutive two year terms). Despite the Bylaws' clear and unambiguous term limitations, Ms. Johnson unlawfully remains on the Board to this day, twelve years after being elected in 2012. Similarly, Vanessa Lopez and Shawna Howard began serving on the Board in 2013, and were therefore only permitted under Section 5.3 of the Bylaws to serve on the Board until 2019. Despite the Bylaws' term limitations, both Vanessa Lopez and Shawna Howard unlawfully remain on the Board to this day.

**Violations of the Bylaws by the Board –
Failure to Furnish Financial Statements and Provide Access to Books and Records**

49. The Bylaws mandate in Section 9.4 that the Cooperative's financial books and records must be made available for inspection at the Cooperative's principal office at reasonable times.

50. In 2018, the Board formally locked the doors to the Cooperative's office at 99 Lamartine St., permanently denying resident/shareholders access to not just the Board members individually, but this action also denied residents access to the books and financial records the Board is obligated to maintain under the Bylaws.

51. In an effort to gain access to the books and records, Plaintiffs and other members of the Tenant Association, including Plaintiffs, sent written requests to the Board requesting

access to corporate documents, including the annual audit and the Cooperative's books and records. Residents sent letters to the Board on February 14, 2023; March 17, 2023; August 5, 2023; December 1, 2023; and March 6, 2024 requesting access to the Cooperative's financial books and records.

52. To date, the Cooperative's resident/shareholders, including Plaintiffs, have not been granted access to the Cooperative's books, financial information and records for the period beginning in 2013 when Defendant Johnson became President.

53. Furthermore, Section 9.3 of the Bylaws requires the Board to furnish to residents/shareholders a financial statement prepared in connection with an annual audit conducted by a certified public accountant. Residents/shareholders of the Cooperative have not received a financial statement during the time Defendant Johnson has served as President.

Failure to Maintain and Provide Access to Member Stock Ledgers

54. Section 9.3 of the Bylaws mandates that "membership records of [the Cooperative] shall be available at the principal office of [the Cooperative] for inspection at reasonable times by any member."

55. The Board has denied residents access to the Cooperative's stock ledger, which is the document that records membership in the Cooperative and, in turn, voting rights of each resident/shareholder.

56. A copy of the Cooperative's stock ledger has not been made available in the Cooperative's principal office since the office was locked and closed in 2018.

57. On December 1, 2023, Plaintiffs made specific request in writing to the Board to review the stock ledger, but have not been granted such access or information.

58. On March 6, 2024, Plaintiffs made a second specific request in writing to the Board to review the stock ledger, which was again ignored.

Other Examples of the Board's Improper Conduct

59. Immediately following the 2012 elections, the Cooperative's residents began noticing a significant shift in the culture of the Cooperative and the Board's relationship with its resident/shareholders.

60. Whereas, prior to 2012, the Cooperative's Board helped facilitate a vibrant and welcoming community, complete with an "open-door policy" between the resident/shareholders and the Board, Defendant Johnson's presidency brought an end to open and honest communication. The Board's open-door policy ceased, and communications from the Board to resident/shareholders began to wane dramatically.

61. The cessation of communications was put on full display when, shortly after the 2012 election, Plaintiff Patrone requested proof of residency from the Board. Not only was this request summarily denied, but Defendant Johnson herself forcibly removed Plaintiff Patrone from the Board's office in response to her request.

62. The Board has also ceased providing to residents rent receipts, and in fact has refused to comply with Plaintiff Patrone's simple and reasonable request for receipts for rent payments.

63. Reports by resident/shareholders of verbal abuse and mistreatment of resident/shareholders by the Board have become commonplace.

64. Along with the principal business office, the Board also locked the doors to the Cooperative's community room in 2018. This deprived the resident/shareholders of their usual place to congregate, discuss the state of the Cooperative, and generally socialize.

65. Defendant Johnson and the Board have also consistently refused reasonable requests from resident/shareholders to provide copies of their leases.

66. Upon information and belief, since Defendant Johnson took over as President, numerous residents have moved into the Cooperative's units without leases or income verification as is otherwise required under the Bylaws.

67. Upon information and belief, the Cooperative's housing units have been given to Defendant Johnson's family members, including her children, without proper verification of income pursuant to the Bylaws.

68. Upon information and belief, Defendant Johnson's son currently lives by himself in a four-bedroom unit in the Cooperative.

69. Upon information and belief, although some units were purportedly provided to Defendant Johnson's children, in some cases the children are not residing in them and the units are being used by Ms. Johnson for personal storage.

70. Since Defendant Johnson took over as President, upon information and belief, Defendant Johnson and/or her agents have assumed responsibility for maintenance and management of the Cooperative.

71. Since Defendant Johnson took over as President, she has refused to acknowledge maintenance and repair requests from certain resident/shareholders that, upon information and belief, she believes may challenge her authority.

72. As a result of the Board's failure to properly maintain the Cooperative, in addition to other maintenance problems, several units and the surrounding areas have become overrun with rats and other pests.

73. In 2014, the Board refused Plaintiff Valdez' request to add Plaintiff Agramonte

onto his lease, despite the fact that the two are married co-habitants. The Board has continued to refuse Plaintiff Valdez' request to add his husband onto the lease up to the present day.

74. Shortly after denial of the request to add Plaintiff Agramonte to the lease, Plaintiff Valdez received a notice from the Board to remove pride flags he hung on his back porch.

75. The Board, spearheaded by Defendant Johnson, has since engaged in a pattern of verbal harassment and discrimination towards Plaintiffs Valdez and Agramonte related to their sexual orientation.

76. Since Plaintiff Valdez made this request to add Plaintiff Agramonte to the lease in 2014, the Board has not delivered notice of annual meetings or elections for the Board to him or to Plaintiff Agramonte. As noted above, many other residents, including each of the named Plaintiffs, have not received a notice of annual meeting or of elections since 2013.

77. In or around November, 2022, Defendant Johnson began parking her car in Plaintiff Arroyo's assigned handicapped parking spot. This parking spot was necessary for Plaintiff Arroyo due to his son's severe disability, which requires accessible parking close to his family's unit. Plaintiff Arroyo was instructed by the Board to park down the street at an alternative parking spot not easily accessible to his unit. Plaintiff Arroyo filed a complaint with the Massachusetts Commission Against Discrimination on December 1, 2022 regarding this incident.

78. Defendant Johnson continues to park in Plaintiff Arroyo's handicapped spot to this day. Any attempts by Plaintiff Arroyo to use his handicap parking spot to assist his disabled son results in threats from Defendant Johnson to tow his vehicle.

Financial Problems Caused by the Board's Mismanagement

79. In or around 2020, resident/shareholders began noticing signs that the Cooperative was experiencing financial difficulties.

80. In or around April 2020, Plaintiff Pizarro received a knock on her door from an ex-employee of the Cooperative. This former employee handed Plaintiff Pizarro an invoice, and informed her that the former employee was terminating her contract with the Cooperative due to the Board's failure to pay her.

81. Upon information and belief, local property management consultants and maintenance vendors who have provided services to the Cooperative have gone unpaid.

82. Since Defendant Johnson took over as President, numerous residents, including Plaintiffs Patrone and Pizarro, have reported that their rent checks have not been cashed, leading to legitimate concerns of unjust evictions in the future and likely contributing to the financial difficulties experienced by the Cooperative.

83. Together, these instances paint a picture of a cooperative potentially in serious financial trouble. Resident/shareholders have not been able to confirm the financial status of their Cooperative, however, as the Board has routinely denied resident/shareholders access to the financial books and records.

84. Further, Plaintiffs have received no indication that Stony Brook Gardens is currently carrying valid liability insurance as required by the Bylaws.

Press Coverage of Stony Brook Gardens

85. In September 2021, the newspaper El Mundo Boston published an exposé on the Cooperative, highlighting the numerous instances of improprieties by the Board and the severe decline in community involvement and inclusion in the Cooperative. (See "El Mundo Article", attached hereto as Exhibit B).

86. Among other things, the El Mundo Article discussed:
- a. The lack of validly noticed elections;
 - b. Uncashed rent checks;
 - c. The denial of rent receipts to residents;
 - d. Surveillance and harassment of residents by Board members;
 - e. The Board providing units to friends and family members;
 - f. The Board's failure to provide certified tenant income data; and,
 - g. The Board's failure to provide accountings of the Cooperative's expenses and receipts.

87. In response to the El Mundo Article, however, the Board increased its campaign of intimidation and retaliation. As an example, immediately after El Mundo published its article, Plaintiff Patrone, who was quoted in the article, noticed surveillance cameras installed directly facing her apartment door.

Involvement of the City of Boston

88. On October 19, 2021, the City of Boston Department of Neighborhood Development (the "City") sent a letter to Defendant Johnson, alerting her that the City had received numerous complaints concerning the governance and management of the Cooperative. The letter specifically cited the lack of board meetings or improperly noticed meetings; lack of proper elections; lack of required filings with the Secretary of State; lack of maintenance and repair issues; and the lack of responsiveness and retaliatory behavior towards those that complain. The letter requested a meeting with the Board to discuss the issues raised.

89. The Board acknowledged this letter on October 28, 2021 in a letter to an unidentified group of tenants. Notably, this letter did not deny the allegations, but instead

promised that the “Stony Brook Gardens’ Board of Directors is committed to addressing the outlined assertions and concerns.” The letter also promised that the Board would reach out to the City at a later time to arrange a meeting to address the issues raised.

90. The Board failed to reach out to the City to arrange this meeting. As such, on February 18, 2022, the City once again reached out to Defendant Johnson, this time through the Mayor’s Office of Housing. This letter stated that the City has continued to receive complaints from numerous residents regarding the management and governance of the Cooperative. The letter again offered to meet with Defendant Johnson to “discuss how the City and State might be able to provide consulting services that could help the Cooperative navigate and ultimately resolve the issues identified.”

91. In response, the Board, through an attorney, sent a letter to the City on June 10, 2022, agreeing to a meeting with the City and requesting that the City propose times and produce an agenda.

92. On July 8, 2022, the City responded to the Board’s letter, including proposed times for the meeting and an agenda. The City also propounded a list of questions to be answered by the Board. Upon information and belief, the Board has to this day refused to address this list of questions.

93. Beyond the involvement of various City Agencies, the Cooperative has consistently failed to comply with certain reporting requirements to the City of Boston.

94. According to a “Affordable Housing Restriction Agreement” entered into between Stony Brook Gardens, the Neighborhood Housing Trust (“NHT”) – a public charitable trust established by the City of Boston – and the City of Boston acting through its Public Facilities Department, the Cooperative was obligated provide the City with annual reports consisting of

certifications regarding the aggregate income of each household. The appropriate City officials have not received income verification from the Cooperative since 2020.

95. According to the “Affordable Housing Restriction” entered into between Stony Brook Gardens and the Government Land Bank, which was assigned to the Community Economic Development Assistance Corporation (“CEDAC”) pursuant to an Assignment of Rights dated March 12, 1992, the Cooperative was obligated to annually provide household income verification information. The Cooperative has not supplied this information to CEDAC since 2019.

96. Recently, likely feeling pressure from the Cooperative’s resident/shareholders to at least attempt compliance with the Bylaws, the Board scheduled a meeting for April 28, 2024 in which elections would purportedly occur.

97. At least 29 households, including Plaintiffs, attended this meeting, more than a sufficient number to constitute a quorum under the Bylaws. However, it quickly became clear that the meeting was a sham.

98. Before the meeting began, resident/shareholders who the Board believed may attempt to vote for other candidates were immediately faced with threats and intimidation, including through verbal harassment from three different “security guards” who the Board hired to be at the meeting. The Board also refused to allow in shareholders who appeared even seconds late for the meeting, and rejected numerous proxies from residents in violation of the Bylaws.

99. As a result, and despite the fact the quorum was still present, even after manipulation by the Board, the Board announced that there was no quorum for the meeting and that it would be cancelled.

100. Following the April 28, 2024 meeting, members of the Tenants Association received an additional notice of a meeting. This notice was purportedly sent pursuant to Section 4.6 of the Bylaws, which allows for the Board to reschedule meetings adjourned due to lack of quorum. The notice claimed that this rescheduled meeting was “established and confirmed” at the April 28, 2024 meeting.

101. Section 4.6 of the Bylaws also states that, in order to reschedule a meeting under this provision, all members present at the adjourned meeting must agree to reschedule the meeting. There was no discussion of rescheduling the adjourned meeting at the April 28, 2024 meeting.

102. As such, on May 16, 2024, the Tenants Association sent an additional letter to the Board. This letter began by stating that the forthcoming May 18, 2024 meeting was not “established and confirmed” by the members. The letter also asked several questions related to plans for Board elections, and reiterated the resident/shareholders’ request to inspect the Cooperative’s financial audits, stock ledger, meeting minutes, and insurance certificates. The Tenants Associations’ May 16, 2024 letter is attached hereto as Exhibit C.

103. The Board held the meeting on May 18, 2024. Much like the April 28, 2024 meeting, the Board arranged for an armed constable to attend the meeting. Also like the April 28, 2024 meeting, Stony Brook Gardens resident/shareholders who attended the meeting were met with verbal harassment and physical intimidation, including disparaging remarks regarding the race of various resident/shareholders.

104. At the May 18, 2024 meeting, the Board stated that, because of the May 16, 2024 letter sent by the Tenants Association, which they referred to as “illegitimate,” they would be unable to conduct any Cooperative business. The meeting was then adjourned without elections

taking place, or without resident/shareholders being given the opportunity to inspect the Cooperative's books and records, financial audits, or stock ledger.

COUNT I
Declaratory Judgment

105. Plaintiffs re-state and incorporate herein by reference the preceding allegations as though fully set forth herein.

106. This case constitutes an actual controversy between the parties concerning Plaintiffs' rights as residents of the Cooperative.

107. This Court has jurisdiction and authority to address the controversy raised by the issues stated here in this Equity Complaint.

108. Plaintiffs request that this Court resolve the dispute between the parties by, among other relief, entering judicial Declarations, as follows:

a) Defendants Darlene Johnson, Shawna Howard, and Vanessa Lopez, as well as the remaining Board members, (board members), are not lawfully serving as directors and/or members of the Board of Stony Brook Gardens, as they were not elected at a duly constituted members meeting;

b) The current Board shall be dissolved pending proper elections organized by Common Good Management Services, as described subparagraph (f).

c) Stony Brook Gardens shall hold a special meeting, validly noticed pursuant to Section 4.4 of the Bylaws, in which new elections of eligible resident/shareholders to the Stony Brook Garden Board of Directors shall be chosen.

Such election shall be overseen by an independent monitor that this Court designates and approves.

d) WinnResidential, a national leader in residential property management, shall immediately assume responsibility for a comprehensive audit of the Cooperative and the property, including a financial audit of the Cooperative's books and records. Winn shall be granted access to the Cooperative's principle office, utility rooms, common areas, and all other areas necessary to complete their audit of the Cooperative, the property and its operations. A copy of the proposed contract with WinnResidential is attached hereto as Exhibit D.

e) Common Good Management Services, an independent, professional residential management company, shall immediately assume responsibility for the day-to-day management of the Cooperative. Among other things, the management company shall have authority to organize and oversee Board elections, assist in conducting an audit of the Cooperative's books and records, and oversee the general management and maintenance of the Cooperative. Common Good Management Services shall be granted access to the Cooperative's principle office, utility rooms, common areas, and all other areas necessary to complete their duties as property manager. A copy of the proposed contract with Common Good Management Services is attached hereto as Exhibit E.

f) The City of Boston has engaged CEDAC, who is currently working with Cooperative Development Institute ("CDI"), based in Northampton, Massachusetts, to supervise new elections at the Cooperative. CDI is a regional non-profit founded in 1994 by co-op leaders in the Northeast whose mission is to create and sustain democratically owned, cooperative enterprises and networks in the Northeast.

g) Stony Brook Gardens shall immediately grant Plaintiffs, and all residents of the Cooperative, access to the financial books and records and any financial audits of

the Cooperative, which must be maintained made available pursuant to Section 9.3 and 9.4 of the Bylaws.

h) Stony Brook Gardens shall immediately grant Plaintiffs access to the Cooperative's stock ledger so that resident/shareholders of the Cooperative can be properly identified.

RELIEF REQUESTED

WHEREFORE, Plaintiffs respectfully request that this honorable Court enter the following relief:

- I. An order immediately enjoining Defendants Johnson, Howard and Lopez from continuing in their capacity as Stony Brook Garden board members, directors and/or officers;
- II. An order dissolving the current Board pending proper elections;
- III. An order authorizing WinnResidential to conduct a comprehensive audit of the Cooperative, including a financial audit of the Cooperative's books and records. Winn shall be granted access to the Cooperative's principle office, utility rooms, common areas, and all other areas necessary to complete their audit of the Cooperative, the property and its operations, including, but not limited to, access and signing rights on all bank and other financial accounts of the Cooperative;
- IV. An order authorizing Common Good Management Services to manage the business affairs of the Cooperative, with authority to Common Good Management Services to take all actions on behalf of the Cooperative to restore and maintain the Cooperative's property as safe, sanitary and

habitable affordable housing in compliance with all covenants entered into by the Cooperative, including, but not limited to, access and signing rights on all bank and other financial accounts of the Cooperative;

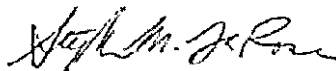
- V. An order authorizing an election to be held pursuant to a properly noticed meeting to elect a new slate of Stony Brook Gardens Board of Directors, pursuant to the provisions of Section 4.3 of the Bylaws, with such proper election to be supervised by CDI;
- VI. An order entering the Declarations as set forth in Count I;
- VII. An order requiring Defendants to comply with the terms of the Declarations set forth in Count I;
- VIII. An order granting Plaintiffs' recovery of costs and attorneys' fees; and/or
- IX. Such further relief as this honorable Court deems just, equitable and appropriate.

Dated: May 23, 2024

Respectfully submitted,

ALFREDO LIRIANO; DANIEL ARROYO;
CARMEN ARROYO; MARIA PATRONE;
SANDRA PIZARRO; MARC AGRAMONTE;
STEFON EVERETT; FRANSISCO VALDEZ;

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