

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

Superior Court Department  
No. 2379CV00288

KAITLYN PETERS, individually and on	)
behalf of all others similarly situated,	)
	)
Plaintiff	)
	)
v.	)
	)
OLYMPIA BEACON SQUARE, LLC.,	)
	)
Defendant	)

**FIRST AMENDED CLASS ACTION COMPLAINT AND JURY DEMAND**

Plaintiff seeks damages due to the unlawful transfer to her and other apartment occupants of responsibility for payment of electrical service supplied to common area lighting in the apartment building.

**Parties**

1. Plaintiff Kaitlyn Peters is an individual who resides in Springfield, Massachusetts.
2. Defendant Olympia Beacon Square, LLC, is a Delaware limited liability company having a principal place of business at 67 Hung Street, Suite 206, Agawam, Massachusetts 01001. Defendant was organized and incorporated on or about February 16, 2022, upon its conversion from a Delaware limited partnership known as Olympia Beacon Square, LP.

**Facts**

3. In or about May, 2022, Plaintiff entered into a lease agreement with Defendant or its predecessor, Olympia Beacon Square LP, and pursuant to same commenced occupying apartment 505 (the "Unit") in the "Beacon Square" apartment complex, 1920 Memorial Drive, Chicopee, Massachusetts (the "Property").

4. The Property is a single building consisting of 79 apartments located on three floors. The apartments on each floor are situated along a common corridor.

5. Under the terms of Plaintiff's lease and Massachusetts law, the landlord was responsible for furnishing light to common areas of the Property, including the corridors along which apartments are located, and for paying for said service.

6. During the time Plaintiff occupied the Unit, at least one corridor light outside the Unit was powered by electricity supplied by the Unit's electrical circuit, thus increasing the cost of electricity supplied directly to the Unit and its occupants by the utility company.

7. Defendant and/or its predecessor transferred the responsibility for the payment of electricity supplied to the corridor light(s) to Plaintiff and her co-occupant without their knowledge or consent in violation of G.L. c. 186, § 14.

#### **Class Action Allegations**

8. Plaintiff brings this action on behalf of herself and all other persons similarly situated (the "Class"). Pending further investigation and discovery, the Class is initially defined as all persons who: (i) were occupants of apartments at the Property at any time on or after four years prior to the filing of this action whose circuits supplied electricity to one or more common area lights in the Property; (ii) paid for electricity supplied to their apartment; and (iii) according to Defendant's contemporaneous records were not informed of and did not consent to pay for said common area electricity.

9. On information and belief, corridor lights at the Property were powered by electricity supplied by individual apartment circuits at all times during the Class period until on or about March 1, 2023. Given the number of apartments at the Property, the usual turnover rate of apartments, and that many apartments had multiple occupants, Plaintiff

alleges that there are at least several hundred members of the Class and that the Class is therefore sufficiently numerous such that joinder is impracticable

10. There are questions of law and fact common to the Class which predominate over any questions affecting only individual members. The principal and overriding common question is whether Defendant and/or its predecessor transferred to Class members the responsibility for the payment of electricity supplied to common area lighting.

11. Plaintiff's claims are typical of the claims of Class members. All claims arise from the same operative facts and are based on the same legal theories.

12. Plaintiff will fairly and adequately protect the interests of Class members. Plaintiff is committed to vigorously litigating this matter and has retained counsel experienced in handling landlord-tenant, consumer protection, and class action litigation. Neither Plaintiff nor counsel have any interests that might cause them not to vigorously and competently prosecute this action.

13. A class action is superior to other methods for the fair and efficient adjudication of this controversy. A class action is necessary to vindicate the rights of persons who are unaware they have claims against Defendant, and the prosecution of separate actions by individuals would create a risk of inconsistent or varying adjudications.

14. There are no unusual or extraordinary difficulties likely to be encountered by the Court in managing this case as a class action.

**COUNT I**  
**Violation of M.G.L. c. 186, § 14**

15. The allegations of all preceding paragraphs are restated and incorporated herein as if fully set forth.

16. Count I is brought by Plaintiff individually and on behalf of the putative Class.

17. Defendant and/or its predecessor violated G.L. c. 186, § 14, by transferring to Plaintiff and Class members, without their knowledge or consent, the responsibility for payment of electricity supplied to common areas of the Property.

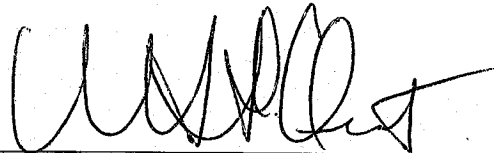
18. Under G.L. c. 186, § 14, Plaintiff and Class members are entitled to recover monies equal to three month's rent for their apartments.

WHEREFORE, Plaintiff demands judgment against Defendant awarding damages to her and Class members equal to three month's rent for their apartments, awarding interest, costs, and reasonable attorney's fees; and awarding such other relief as this Court deems fair and just.

**Plaintiff requests jury trial.**

**KAITLYN PETERS, Plaintiff**

**By her attorneys:**



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