

THE COERCIVE AC ULTIMATUM

Horn / Goldtex — Audio-Recorded Management Office Encounter — Mens Rea Anchor for 18 Pa.C.S. §2705

Mens Rea Anchored to the Video — Notice and Election Sequence

This video is not corroborating evidence of the §2705 charge. It is the **affirmative proof of the knowing-or-reckless mens rea element**. The FLIR/IoT/medical record proves *what* the manager was on notice of. The video proves *that she was on notice*. These run as cause-and-effect, not in parallel.

1. What She Was Told

At ~256 s, the tenant states: *“I need it. I can’t breathe with the air that’s come in there. I got sick. I have doctor’s notes and you guys know that.”* This is direct, on-record notice of harm with reference to physician documentation.

2. What She Did Not Dispute

Nicole does not say “we didn’t know.” She does not ask for details. She does not ask to see the doctor’s note. She does not express concern. Her response is a topic shift to the AC hookup status and then the ultimatum. Silence in the face of *“you guys know that”* is on the record as her response to notice of harm.

3. What She Offered

Three options, all harm-continuing:

(1) At ~249 s: *“We have people who need it and are willing to let us hook it up. So if you’re not willing...”* — reconnect the exposure

source.

(2) Implied removal: “we have people who need it” — surrender the only cooling in an 88°F unit.

(3) At ~388 s: “Then you’re welcome to break your lease and move out.” — displacement.

4. What She Did Not Offer

| Option | Status on Record |
|----------------------------------------|---------------------------------------------------------------------------|
| Transfer to vacant comparable unit | Repeatedly requested over 12+ months. Denied. Not raised on video. |
| Central HVAC repair | Pending since September 2025. Not raised on video. |
| Professional evaluation of portable AC | Never offered. Not raised on video. |
| Industrial-hygiene assessment | Never offered. Not raised on video. |

Each option was within Greystar’s discretion. The absence of any of them, paired with the presence of three harm-continuing options, is what converts ambiguity into election.

5. Mens Rea Conclusion

Reckless under §2705 is reached by conscious disregard of a substantial and unjustifiable risk after notice. **Knowing** is reached by contemporaneous documented notice with non-dispute followed by harm-continuing election. Both are clear on the recorded exchange. The hazard she was on notice of is documented at FLIR 102-113°F, IoT 3,460 readings, and the May 6 ambulance transport.

Background

The central HVAC system in Unit 806 at Goldtex Apartments (315 N. 12th Street, Philadelphia) failed in September 2025 and was never repaired. Greystar, the property management company that took over management in mid-September 2025, installed a portable AC unit with FSK (Foil-Scrim-Kraft) tape on the exhaust hose joint as a stopgap. The FSK tape adhesive thermally degraded under compressor heat, off-gassing volatile organic compounds (toluene, xylene, styrene, formaldehyde, phthalates, tackifier resins) into the occupied unit.

The beneficiary identified the exposure source through FLIR thermal imaging (first captures April 6, 2026, documenting 102–113°F surface temperatures at the taped junctions), SDS research, and multi-day symptom correlation. Dr. Mark Fabi, M.D., issued a letter on April 10, 2026 confirming airborne contaminant concerns in Unit 806.

The following exchange occurred in the Goldtex management office and was recorded by the beneficiary on video. The full recording is published at <https://youtu.be/UmkdvUQYnHE>. An independent audio analysis (*Goldtex Audio Analysis.pdf*, generated 2026-04-17) provides timestamped transcription, speaker attribution, and loudness data.

The Recorded Exchange

Property manager Nicole presents a coercive false binary regarding the portable AC unit — the only cooling source in Unit 806 after the central HVAC failure.

Nicole (~243-249 s): *“Is your portable unit hooked up to your window? ... When two [maintenance workers] went into your apartment ... it wasn’t hooked up.”*

Nicole (~249 s): *“That’s correct. And we have people who need it and are willing to let us hook it up. So if you’re not willing to let us hook it up and utilize it...”*

Justin (~256 s): *“I need it. I can’t breathe with the air that’s come in there. I got sick. I have doctor’s notes and you guys know that.”*

Nicole (~388 s): *“Then you’re welcome to break your lease and move out because if you feel that we’re not doing an adequate job here...”*

The Three-Way Trap

Nicole conditions access to the only available cooling on allowing Greystar to reconnect the FSK-taped exhaust hose to the window — the same exhaust hose the beneficiary had identified, photographed with FLIR thermal imaging, and reported to his physician as the source of his acute symptoms. The implicit ultimatum has three branches, all of which harm the tenant:

1. **Accept reconnection** → continued VOC inhalation from thermally degraded FSK adhesive, the exposure that had already produced symptoms severe enough for a physician letter (April 10, 2026) and would produce an ambulance transport 19 days later (May 6, 2026).
2. **Refuse reconnection** → Greystar removes the portable unit entirely (“we have people who need it”), leaving the beneficiary in an 88°F unit with no cooling of any kind and two cats at risk.
3. **Leave** → Nicole’s lease-break invitation at 388 s, offered to a tenant who has just told her he is sick and has a doctor’s note.

Knowledge of Harm – Stated on the Recording and Unchallenged

At ~256 s, the beneficiary tells Nicole directly: *“I got sick. I have doctor’s notes and you guys know that.”*

The phrase **“and you guys know that”** is an on-record assertion that Greystar had prior knowledge of the health impact. Nicole does not dispute it. She does not say “we didn’t know.” She does not ask for details. She does not offer remediation. Her next substantive response, at 388 s, is to invite the tenant to break his lease and leave.

- **Doctor’s note on record.** Dr. Mark Fabi’s April 10, 2026 letter confirmed airborne contaminant concerns in Unit 806. The beneficiary states on the recording that management already knows.
- **FLIR thermal photographs.** The beneficiary’s FLIR captures documenting 102–113°F surface temperatures at the FSK-taped exhaust junctions had been taken beginning April 6, 2026.
- **Direct verbal notice on tape.** The beneficiary tells Nicole he got sick and cannot breathe with the air in the unit. Nicole does not dispute any of it.
- **Contemporaneous symptom reporting.** The beneficiary had reported symptoms and the exposure source to management prior to this encounter. Greystar was not operating in ignorance.

Admission by Conduct

The sequence captured on this recording functions as a near-confession. Nicole is told, on tape, that the unit she manages is making a tenant sick. She is told the tenant has medical documentation. She does not deny knowledge. She does not offer to inspect, test, or remediate. Instead, she threatens to remove the only cooling source if the tenant will not accept the exposure, and then invites him to vacate.

A property manager who hears *“your unit is making me sick, I have a doctor’s note, and you know it”* and responds with *“then leave”* has not failed to act — she has chosen not to act. The recording preserves that choice.

Structural Coercion

The dependency on the portable AC unit was itself created by Greystar’s failure to repair the central HVAC since September 2025. The landlord broke the system, supplied a toxic substitute, learned the substitute was making the tenant sick, and then threatened to remove it if the tenant would not allow them to reconnect the exposure source.

This is not a maintenance dispute. It is coercion into a known health hazard.

Criminal Exposure: Reckless Endangerment

18 Pa.C.S. § 2705 — Recklessly Endangering Another Person.

“A person commits a misdemeanor of the second degree if he recklessly engages in conduct which places or may place another person in danger of death or serious bodily injury.”

The recorded exchange establishes every element:

1. **Knowledge of the hazard.** The beneficiary tells Nicole on tape: *“I got sick. I have doctor’s notes and you guys know that.”* Nicole does not dispute knowledge. Dr. Fabi’s April 10, 2026 letter was on the record. FLIR photographs documenting 102–113°F surface temperatures at the FSK-taped junctions had been captured beginning April 6, 2026.
2. **Conscious disregard of the risk.** Nicole’s response to being told the unit is making the tenant sick is not to inspect, test, or remediate. It is to threaten removal of the only cooling source and invite the tenant to vacate. This is not ignorance or negligence — it is an election to maintain a known hazardous condition.
3. **Danger of death or serious bodily injury.** Nineteen days after this exchange, the beneficiary was transported by ambulance to the ER (May 6, 2026) and treated with oxygen and IV fluids. SERVPRO subsequently refused to remediate, assessing the exposure as exceeding residential scope. Two EMS personnel reported acute dizziness in the building hallway.
4. **Conduct, not omission.** Greystar did not merely fail to act. They actively conditioned access to the only cooling source on the tenant’s acceptance of the exposure. The coercive ultimatum is affirmative conduct — it forecloses the tenant’s ability to mitigate while maintaining the hazard.

Aggravated assault under 18 Pa.C.S. § 2702(a)(1) may also apply if the resulting injury — acute VOC poisoning requiring emergency medical treatment, ongoing Multiple Chemical Sensitivity — meets the statutory threshold for serious bodily injury

caused under circumstances manifesting extreme indifference to the value of human life.

The recording is the evidence. The beneficiary told management the unit was making him sick, cited medical documentation, and said “*you guys know that.*” Management’s response, preserved on audio, was to threaten to take away his cooling and tell him to leave. What followed was an ambulance.

Corroborating Evidence on the Same Recording

The same audio recording captures additional material facts that reinforce the coercive dynamic:

- **Prospective tenant JS walked out.** JS arrived at Goldtex that day with a moving truck to move in with his eight-months-pregnant wife Taesha Moore. He was in the management office during the exchange, on the phone with his wife verifying whether Goldtex had disclosed the AC failure during their tour. His wife confirmed they were told nothing. JS asked about breaking the lease he had just signed, and he and his wife left the building and drove off with the same truck they arrived in. A third party, acting independently on the same information, immediately determined the unit was uninhabitable for a pregnant partner and walked away.
- **Nicole’s police threat.** Nicole threatens to call the police at 157-160 s, immediately after Justin informs JS — in Nicole’s presence — that there are over 16 open housing-code violations on the building. The police threat arrives in response to a disclosure to a prospective tenant, not in response to any threatening behavior.

- **Nicole evades the repair question.** At 413 s, Justin asks directly: “And is it fixed?” Nicole responds: “Well we can’t repair a system that’s been down for you.” At 415 s, Justin repeats: “Is it fixed?” Nicole does not answer with a yes or no. The AC was not fixed.
- **Unit temperature on record.** Justin states on the recording that his unit is 88 degrees. Nicole does not dispute this.

Outcome

On May 6, 2026 — 19 days after this recorded exchange — the beneficiary was transported by ambulance to the emergency room and treated with oxygen and IV fluids following acute VOC exposure in Unit 806. On May 13, 2026, SERVPRO Team Paparone declined to send a remediation team, assessing from the description alone that the exposure exceeds their standard residential-remediation scope, and referred the matter to an industrial hygiene firm (ECS Limited).

The May 8, 2026 demand to Cohen Marraccini LLC for licensed industrial-hygiene remediation remains the operative remedy.

Source: Audio recording published at <https://youtu.be/UmkdvUQYnHE> • Audio analysis: Goldtex Audio Analysis.pdf (generated 2026-04-17, OpenAI Whisper transcription with manual speaker attribution) • FLIR thermal images, file metadata 04-06-26 • Dr. Mark Fabi M.D. letter, April 10, 2026 • Prepared May 21, 2026