

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO. 2484CV- 00477

---

EMERALD NECKLACE CONSERVANCY, INC., )  
BETH ABELOW, JERROLD ABELOW, JON BALL, )  
CARLA-LISA CALIGUA, RORY COFFEY, JAMIE )  
COHEN, JOHN R. COOK, LOUIS ELIZA, DERRICK )  
EVANS, MAJORIE GREVILLE, MELISSA HAMEL, )  
PAMELA JONES, ARLENE MATTISON, KAREN )  
MAUNEY-BRODEK, JEAN MCGUIRE, BEVERLY )  
MERZ, DANIEL K. MOON, RODNEY SINGLETON, )  
BEN TAYLOR and RENEE WELCH, )

Plaintiffs, )

v. )

THE CITY OF BOSTON, and the TRUSTEES OF )  
THE GEORGE ROBERT WHITE FUND, )  
MICHELLE WU, Mayor of the City of Boston and )  
Chairperson and Trustee of the George Robert White )  
Fund, RUTHZEE LOUIJEUNE, Boston City Council )  
President and Trustee of the George Robert White )  
Fund, MAUREEN JOYCE, Boston City Auditor and )  
Trustee of the George Robert White Fund, JAMES E. )  
ROONEY, President and CEO of the Boston Chamber )  
of Commerce and Trustee of the George Robert White )  
Fund, and HANNAH L. KILSON, President of the )  
Boston Bar Association and Trustee of the George )  
Robert White Fund; and BOSTON UNITY SOCCER )  
PARTNERS LLC, )

Defendants )

---

**DEFENDANT BOSTON UNITY SOCCER PARTNERS LLC'S SUPPLEMENTAL  
MEMORANDUM IN OPPOSITION TO PLAINTIFFS' MOTION FOR TEMPORARY  
RESTRAINING ORDER AND PRELIMINARY INJUNCTION AND PLAINTIFFS'  
MOTION FOR AN APPROVAL OF MEMORANDUM OF LIS PENDENS**

Defendant Boston Unity Soccer Partners LLC (“Boston Unity”) hereby submits this Supplemental Memorandum, in further support of its opposition to the Plaintiffs’ Motion for Temporary Restraining Order and Preliminary Injunction (the “TRO/PI Motion”), and Plaintiffs’ Motion for an Approval of Memorandum of Lis Pendens (the “Lis Pendens Motion”). This Memorandum intends to supplement the City Defendants’ Opposition to Plaintiffs’ Motions for Preliminary Injunctive Relief and a Lis Pendens (herein, the “City Defendants’ Opposition”) in which Boston Unity has joined (see below).

The Plaintiffs consist of a single purpose interest group, the Emerald Necklace Conservancy (“ENC”), and 20 taxpayers in Boston and its Brookline suburb.<sup>1</sup>

The Defendants are (i) the City of Boston; (ii) the Trustees of the George Robert White Fund, a testamentary Trust described at length in the City Defendants’ Opposition (the “Trust”); and (iii) Boston Unity Soccer Partners LLC (further described below).

The instant dispute centers on tract of real estate (the “White Stadium Parcel”) in Mattapan (Boston), on which is situated “White Stadium”, which is under separate legal ownership under the Trust from the adjacent extensive Franklin Park parcel of land by a separate deed 1947 recorded deed . White Stadium has been placed in the care, custody and control of the Boston Public Schools since 1949, and has operated to serve Boston public school students and athletes as a stadium and sports venue and facility. (Esdaile Aff. ¶ 2 – 6).

### **Materials Supporting Boston Unity’s Opposition to Plaintiffs’ Motions**

Defendant Boston Unity has filed a Joinder (the “Boston Unity Opposition Joinder”), joining in the City Defendants’ Opposition. The Boston Unity Opposition Joinder adopts and restates therein by reference the factual and legal grounds, arguments, citations and authorities,

---

<sup>1</sup> Joining to presumably satisfy the standing and jurisdictional requirement of a so called “ten taxpayer suit”.

and conclusions set forth in the City Defendants' Opposition. Specifically, the following six (6) Affidavits which were submitted with the City Defendants' Opposition are also relied upon by Boston Unity: Affidavit of Morgan McDaniel ("McDaniel Affidavit"); Affidavit of Ryan Woods ("Woods Affidavit"); Affidavit of Kerrie Griffin ("Griffin Affidavit"); Affidavit of Avery Esdaile ("Esdaile Affidavit"); Affidavit of Margaret Dyson ("Dyson Affidavit"); and Affidavit of Elizabeth Sullivan BPS Keeper of the Records ("BPS/Sullivan Affidavit") collectively, the "City Affidavits". In addition to reliance on the City Affidavits, Defendant Boston Unity has also filed the Affidavit of Jennifer Epstein ("Epstein Affidavit"), in support of its Boston Unity Opposition Joinder, and that Affidavit is relied upon in the City Defendants' Opposition. Jennifer Epstein the controlling Manager, founder and lead investor in the Boston Unity enterprise. These seven (7) Affidavits form a considerable evidentiary foundation for the Defendants' collective arguments. The only evidentiary materials proffered by the Plaintiffs to date is their Amended Verified Complaint, signed by the head of the Emerald Necklace Conservancy, which is spare, at best, in its understanding and presentation of the facts of this case.

### **The Defendant Boston Unity Soccer Partners LLC**

Defendant Boston Unity is a truly unique and forward-looking organization – an entity “consisting of a small group of private investors, the majority in interest of which are based in Massachusetts, with more than ninety percent (90%) of invested capital to date being invested and/or controlled by women, and more than thirty percent (30%) of invested capital to date being invested and/or controlled by investors of color. The Boston Unity board of directors is comprised one hundred percent (100%) of women.” (See Epstein Aff. ¶ 5).

Defendant Boston Unity, after a competitive national process, was awarded one of two new franchises in 2023 by the National Women's Soccer League ("NWSL") to establish a

professional women's soccer team in the Boston geographic area (the "NWSL Boston Expansion Rights"). To date, Boston Unity has paid the NWSL in excess of Forty Million Dollars (\$ 40,000,000) for those NWSL Boston Expansion Rights, and additional significant payments are required to be made over the next year. (See Epstein Aff. ¶ 7).

To maintain its NWSL Boston Expansion Rights, Boston Unity is required to procure and maintain an appropriate playing venue for professional level women's league soccer matches. Toward this end, Boston Unity identified White Stadium, adjacent to and a part of Boston's Franklin Park, as not only a potential professional soccer venue but as a unique opportunity to carry out a mission greater than just its soccer team. Boston Unity's Core Objectives are to use the women's professional soccer franchise to improve, benefit, activate, and positively enhance the communities in which it will operate; which includes "substantially investing in Franklin Park and the neighborhoods surrounding it." (Epstein Aff. ¶ 5); and to provide a multitude of opportunities and enhanced benefits to Boston public school students and athletes. White Stadium, located in the underserved neighborhoods of Mattapan and Roxbury, is now and has been under the care, custody and control of the Boston Public Schools for over seventy (70) years. In its seriously deteriorated and barely functioning condition (Esdaile Aff. ¶ 12, Griffin Aff. ¶ 4), White Stadium presented the ideal vehicle to forge a true "public-private partnership" with the City of Boston; providing one of a kind generational benefits to Boston schools students and athletes, while achieving Boston Unity's Core Objectives to uplift its environs and the entire community. Toward these ends, Boston Unity has entered in arrangements to partner with the City of Boston on an extensive rehabilitation of White Stadium (the "Project").

### **The Benefits from this Generational and Transformative Opportunity**

Boston Unity has conceived, formulated and refined plans and programs over the past year, tailored to achieve those aspirational neighborhood, community and school population benefits, in a multitude of expressions:

- rehabilitated and superior quality Boston Public Schools athletic facilities at White Stadium, and extensive public use of the Stadium itself (Epstein Aff. ¶ 24(d)(i),);
- supplemental private funding, programs and resources for Boston Public Schools programs (Epstein Aff. ¶ 24(d)(ii),(iii),);
- improved Grove area facilities for community uses including year round upkeep and maintenance of long neglected areas (Epstein Aff. ¶ 24(d)(iv),);
- a dedicated \$500,000 annual fund for community based and community run programs in this underserved Boston neighborhood (Epstein Aff. ¶ 24(d)(v),);
- activation of Franklin Park by more accessible and user-friendly amenities in the Grove area for community activities and *expanded public* uses; (Epstein Aff. ¶ 24(d)(vi),); and,
- opening the doors to sustained economic benefits to residents in the neighboring communities, and commitment to 500 construction, and 300+ new permanent jobs with 50% WMBE local diversity targets; (Epstein Aff. ¶ 24(d)(vi),).

Delay in the implementation of the joint Project which is envisioned by Boston Unity and the City of Boston will destroy the window of opportunity to realize these considerable benefits. Such delay as the Plaintiffs would like to see by this lawsuit only serves process for process' sake – offering no substantive benefits of any magnitude whatsoever. This amalgamation of

considerable benefits brought to the table by Boston Unity and the City of Boston by means of this unique public – private partnership will be negated, and irrevocably lost, if the Court grants the injunctive relief sought by the Plaintiffs (Esdaile Aff. ¶ 17 – 22). This is what is at stake in these proceedings.

**The Plaintiffs are not Entitled to any of the Four Types of Injunctive Relief Sought**

The Plaintiffs seek injunctive relief on four (4) bases – each seeking to foment and perpetuate the Project’s delay. None of them is warranted by the facts or the law. None of them are supported by the facts or the law such there is a *likelihood of success on the merits* of Plaintiffs’ claims. None of them are supported by any demonstration of *irreparable harm*. None of them emerge in Plaintiffs’ favor from any sensible *balancing of the equities or assessment of relative prejudice* to the parties. See, *Packaging Industries Group, Inc. v. Cheney*, 380 Mass. 609 (1980) and cases cited in the City Defendants’ Opposition. None of them meet the standards required for this Court to confer injunctive relief.

**1. The Claim for Injunctive Relief to Preclude any Transfer, Lease, License or Other Joint Arrangements for Permitting, Construction and Use of White Stadium by Boston Unity Fails**

Conclusion ¶ a. of the Plaintiff’s TRO/PI Motion (the “Paragraph a. Injunction Request”), seeks to enjoin the Defendants from transferring any interests or entering into any leases, licenses or other joint arrangements which would grant Boston Unity any rights to proceed with permitting, construction, or use involving the White Stadium Parcel, on the sole basis that such transfers or agreements would violate the provisions of the George Robert White Trust. This request must be denied because there is no violation of the terms of the Trust, nor are any such transfers or agreements as contemplated for the Project as are beyond the scope and authority of

the Trustees thereunder, as clearly demonstrated in the City Defendants' Opposition (with ample quotation of the Trust document itself). See, City Defendants' Opposition at Section II A.

The Plaintiffs' misguided assertion that the George Robert White Trust cannot do what its own testamentary charter and purpose not only permit, but in fact exhort it to do, is specious. The Court just needs to read the testamentary document creating the Trust. See, City Defendants' Opposition at Section II A. The Plaintiff has demonstrated no likelihood of success on the merits of this attack on the Trust's authority.<sup>2</sup> Furthermore, there is no showing of any irreparable harm to the Plaintiffs by allowing these transfers, leases, licenses and other joint arrangements to proceed. Plaintiff has failed out of the gate to meet its evidentiary and persuasive burdens under its Paragraph a. Injunction Request, and it must be denied.

**2. The Claim for Injunctive Relief to Require the Defendants to Proceed with Article 97 Bureaucratic Processes Fails**

Conclusion ¶ b. of the Plaintiff's TRO/PI Motion (the "Paragraph b. Injunction Request"), seeks to require the Defendants to comply with Article 97 – but what does that mean? An Article 97 process would require proceedings at the state level under the Public Lands Preservation Act - Chapter 274 of the Acts of 2022, codified at G.L. c. 3 §5A, the ("PLPA").<sup>3</sup>

The provisions of the PLPA set out bureaucratic process requirements as prerequisites for submission of petitions to the Massachusetts Legislature in order to receive a 2/3rds vote of each branch to use "Article 97 land" for other than Article 97 purposes. That bureaucratic process, on a clear reading of the PLPA statute and the guidelines issued for its implementation (see [plpa@mass.gov](mailto:plpa@mass.gov)), is rife with delay – *it is all process* through the Executive Office of Energy and

---

<sup>2</sup> The claim is so shallow and bereft of support on the plain reading of the language of the Trust instrument, it is susceptible to outright dismissal.

<sup>3</sup> The PLPA was enacted in 2022 and provides processes – not substantive environmental protections, but mere bureaucratic processes – *en route* to a high hurdle of Legislative approval by both branches.

Environmental Affairs (“EEA”), without meaningful substance. Once an initial bureaucratic EEA determination is made, that leads to an additional and daunting hurdle – full, uncertain and time-consuming Legislative approval. The inherent delays alone plainly needed to go through these two additional layers of processes at the state level – bureaucratic (in the EEA), and both branches of the Massachusetts Legislature - “will kill this Project.” (Epstein Aff. ¶ 17).

The PLPA process protects nothing on this site, and does not even contemplate any meaningful public input of the type guaranteed by the current municipal processes in which Boston Unity and the City of Boston are already deeply engaged. (Epstein Aff. ¶ 17 and Exhibit C, McDaniel Aff. ¶¶ 30 (a) – (w), 31 -34 ). Deliberations on substantive matters are now already clearly before several municipal agencies which Boston Unity’s Project filings to date have already triggered. This engagement includes (i) the BPDA in its Article 80B review, covering design and uses; (ii) the Boston Landmarks Commission, as to historic preservation; (iii) the Impact Advisory Group (IAG) for mitigation review under the auspices of the BPDA on all direct local Project impacts; (iv) the Parks Department on landscape and environmental impacts; and other City of Boston agencies (e.g. the Transportation Department in the required construction traffic management plan and TAPA Agreement) are providing for substantive review on issues such as design and operations, traffic and transportation, parking, noise, landscape, resiliency, sustainability, etc. (See the extensive list of public processes, community outreach, and solicited input that have occurred over the past nine (9) months detailed in Epstein Aff. ¶ 17 and Exhibit C thereto, and McDaniel Aff. ¶¶ 30 (a) – (w), 31 -34). None of these impactful local engagements and considerations are addressed by the PLPA process to which the Plaintiffs would sentence this Project to imprisonment and failure – none have any place and none play any role in the PLPA review process. The PLPA puts full discretion in the hands of the EEA Secretary to:



(a) review an “alternatives analysis” and “appraisal”; (b) accept or reject proposed “alternative replacement land”); (c) waive or modify this requirement; or (d) make findings for payments to be made in lieu of replacement land. That’s it! Not one single element of constructive review as to design, impacts, traffic management, mitigation measures, historic compliance, environmental review, etc., that has any impact on the local communities comes out of this process. **Article 97 is process for the sake of process - land traded for land, or land traded for dollars.**

The **only** trigger that condemns the Project to the fated destiny of an Article 97 / PLPA process is a determination that the White Stadium Parcel is “dedicated to parkland”<sup>4</sup> [CITE], and that its use is being converted. Despite the Plaintiffs’ best attempts to contort the history and the facts, the White Stadium Parcel is not “dedicated to parkland”, and its use is not being converted. There are three fatal flaws in the Plaintiffs’ attempts to pull this trigger:

A. The White Stadium Parcel is not Recognized as Article 97 Land by the EEA. The Commonwealth’s own registry of “Article 97” land, though it identifies the White Stadium Parcel, does not list it - does not characterize it - does not carry it, as Article 97 land! See, City Defendants’ Opposition at Section II B. Even the EEA itself, today does not acknowledge jurisdiction over the George Robert White Parcel!

B. Plaintiffs own Legal Citations do not Support an Article 97 Conclusion. The SJC’s analysis in *Smith v. Westfield*, 478 Mass. 49 (2017) does not support the Plaintiffs’ claims that the White Stadium Parcel is Article 97 land. The *Westfield* decision identifies four (4) ways that land is or can be made subject to Article 97:

1. The land can be granted as parkland in its instrument of conveyance (i.e. by deed) (*Westfield* at 56). The Plaintiffs have offered no evidence and have not even claimed that

---

<sup>4</sup> Note that the Article 97 / PLPA remedies wielded by the EEA Secretary are extremely limited to accepting “replacement land” or monetary payments.

the underlying deed of George Robert White Parcel to the City of Boston (originally) made such a dedication.

2. The land can be made subject to a “recorded conservation restriction” (*Westfield* at 56). The Plaintiffs have offered no evidence and have not even claimed that there is any such recorded instrument.

3. The *Westfield* Court held that land could be taken by eminent domain “specifically for Article 97 purposes” where there is “specific intent to reserve particular, well-defined areas of that taking for Art. 97 purposes.” (*Westfield* at 57). It went on to say that “the *ultimate use to which the land is put* may provide the best evidence of the purposes of the taking, notwithstanding the language of the original order or taking or accompanying urban renewal plan.” (*Westfield* at 57 - *emphasis added*). The Plaintiffs have offered no evidence and have not even claimed that there has been any such taking of the White Stadium Parcel for such specific purpose, or any such use.

4. The *Westfield* Court recognized two “related common law doctrines: “the dedication of land for public use and prior public use”. See, City Defendants’ Opposition at Section II B. Here the facts alone and their correlative impacts wholly undermine the Plaintiffs claim:

**Fact:** The White Stadium Parcel was deeded by the City of Boston (Parks Department to the “City of Boston – George Robert White Fund” in 1947, (77 years ago), expressly “for the establishment of a stadium by the George Robert White Fund . . . “ as stated in the deed. The White Stadium Parcel is not parkland. There is no new current change of use that Article 97 seeks to protect (i.e. “parkland” is not being converted to any other use) – the stadium that has

been there for 77 years is being rehabilitated under the City of Boston – Boston Unity Project *as a stadium*.

**Fact:** The Massachusetts legislature, also in 1947, by a Special Act (“An Act Authorizing the Transfer of Lands of the City of Boston to the George Robert White Fund” – Chapter 542 of the Acts of 1947) expressly authorized the transfer of “(A)ny land, including park land, heretofore or hereafter acquired in fee by said city . . . “ to the George Robert White Fund “for the purposes of said article fourteenth . . . . “ Therefore there is **express legislative authorization** for White Stadium to be used for all purposes of the Fund (and not restricted for use only as parkland) going back 77 years. See, City Defendants’ Opposition Exhibit 1.

**Fact:** The Massachusetts legislature again in 1950, by a Special Act (“An Act Relative to the George Robert White Fund Schoolboy Stadium in the City of Boston” – Chapter 291 of the Acts of 1950) expressly authorized also expressly again ratified the use of the White Stadium Parcel as a stadium under the custody and control of the Boston School Committee. See, City Defendants’ Opposition Exhibit 2.

The SJC’s *Westfield* decision makes it clear that the protection of parkland under the “public use doctrine / doctrine of public dedication” rests in the hands of the public as a whole, and that the Legislature (acting for the public as a whole) can release it as to any particular land in question. That is precisely that the Legislature did – twice – by the 1947 Special Act and the 1950 Special Act. Even if this Court were to accept that the White Stadium Parcel is parkland under these common law doctrines – which the Defendants vigorously contest as not supported by any facts – the Legislature already

released it. The Plaintiffs wrongfully seek a return to the Legislature to have it do it all over again.

**3. The Claim for Injunctive Relief to Preclude the City of Boston from Seeking and Closing on Bids for Construction Management, Demolition, Rebuilding, and Expansion Fails**

Conclusion ¶ c. of the Plaintiff's TRO/PI Motion (the "Paragraph c. Injunction Request") seeks to stop the City bid processes cold, the only result of which will be cause unjustified delay. Nothing is harmed by allowed the City to proceed as it intends, following its mandated bid procedures and moving forward. The Plaintiffs case does not seek to preserve White Stadium in its the non-conforming, dilapidated and dangerous condition. Allowing these bid and demolition processes to proceed do not harm the interests the Plaintiffs purport to advance in any way whatsoever. See City Defendants' Opposition at pp. 23, 24. Plaintiff has failed out of the gate to meet its evidentiary and persuasive burdens under its Paragraph c. Injunction Request, and it must be denied.

**4. The Claim for Injunctive Relief to Require the City of Boston to Engage In Article 80 Review Before the BPDA for the City's Portion of the Project Fails.**

Conclusion ¶ d. of the Plaintiff's TRO/PI Motion (the "Paragraph d. Injunction Request") is simply bypasses the law altogether. The City of Boston, acting by and through its Public Facilities Commission and the Department created thereunder, is not subject to Article 80 on account of a **specific and direct statutory exemption**.<sup>5</sup> Chapter 642 of the Acts of 1966 provides that:

“[t]he construction, reconstruction, alteration, remodeling, and demolition by the [public facilities] commission of structures and facilities shall be subject to the provisions of chapter one hundred and forty-three of the General Laws relative to the safety of persons in buildings, **but shall not be subject to any other building,**

---

<sup>5</sup> This claim too is so shallow and bereft of support on the plain reading of the language of the enabling statute, it is susceptible to dismissal, which Boston Unity intends to press.

***fire, garage, health or zoning law or any building, fire, garage, health or zoning ordinance, rule or regulation applicable in the city of Boston.***” (Emphasis added).

Article 80 is found in the Boston Zoning Code, and it is clearly a “zoning law”. The City of Boston is not subject to Article 80 proceedings.<sup>6</sup> Plaintiff has failed out of the gate to meet its evidentiary and persuasive burdens under its Paragraph d. Injunction Request, and it must be denied.

### **Conclusions as to Plaintiffs’ Failures to Meet Their Burdens to Warrant Injunctive Relief**

The Plaintiffs have failed to establish any likelihood of success on the merits to enjoin the George Robert White Trust given the Trust’s own clear and plain terms, and consequently their Paragraph a. Injunction Request must be denied.

The Plaintiffs have failed to establish any likelihood of success on the merits to enjoin the Defendants such as to require them to undergo Article 97 and PLPA processes, because the White Stadium Parcel is not “Article 97 land” factually, or under any of the tests of *Smith v. Westfield*, thus no Article 97 review is triggered; and further because the two pre-existing Legislative Acts settled any question as to whether the land was released to the George Robert White Fund for its stadium and school uses; and consequently their Paragraph b. Injunction Request must be denied.

The Plaintiffs have failed to establish any likelihood of success on the merits to enjoin the City of Boston from pursuing RFQs for bids on its portion of design, demolition and construction of the Project because none of it is relevant to the claims made by the Plaintiffs in their Amended Verified Complain, and this relief is clearly sought solely for unjustified delay; and consequently their Paragraph c. Injunction Request must be denied.

---

<sup>6</sup> This is not to say that the White Stadium Project, as proposed by Boston Unity, is not being heavily reviewed by the BPDA under Article 80 – it is. See Epstein Aff. ¶ 7.

The Plaintiffs have failed to establish any likelihood of success on the merits to enjoin the City of Boston such as to require it to proceed for its White Stadium construction activities through the Boston Zoning Code Article 80 process, because the City is exempt from the zoning requirements under the Chapter 642 of the Acts of 1966 express legislative exemption; and consequently their Paragraph d. Injunction Request must be denied.

Further, all Plaintiffs' claims for injunctive relief are defeated because Plaintiffs have not demonstrated irreparable harm to any legitimate interests which the Plaintiffs themselves possess.

Finally, injunctive relief must be denied on all counts given a full and fair balancing of the equities and the relative prejudicial impacts to the parties. Fundamentally, the "process harms" the Plaintiffs allege they will suffer from denial of injunctive relief pale in comparison to the multitude of lost opportunities to benefit multiple populations – Boston public school students – Boston public school athletes – neighborhood businesses – community organizations, interests and events – minority and female workforce beneficiaries – and others, as would materialize from a successful public- private partnership between Boston Unity and the City of Boston in the revitalization of White Stadium and reinvigoration of this long neglected sector of Franklin Park. The impacts of bringing a professional women's soccer team and role models to Boston, with its significant private investment in the White Stadium to the benefit of public school students and athletes and all community users, and with all its positive influences on young aspiring women athletes and youngsters generally, is immeasurable. A loss of this unique, generational and transformative opportunity truly would be irreparable and equity should protect these varied interests.

Respectfully submitted,

BOSTON UNITY SOCCER PARTERS LLC  
By its Attorney

*Christopher Tsouros*

---

Christopher C. Tsouros, Esq.  
BBO # 503580  
[christopher.tsouros@afslaw.com](mailto:christopher.tsouros@afslaw.com)  
ArentFox Schiff  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199  
Telephone 617.973.6141

March 5, 2024

## CERTIFICATE OF SERVICE

I certify that on March 6, 2024 I served a true and accurate copy of the foregoing document by electronic mail upon:

Edward V. Colbert III  
[colbert@casneredwards.com](mailto:colbert@casneredwards.com)  
Caitlin Romasco  
[romasco@casneredwards.com](mailto:romasco@casneredwards.com)  
Alana V. Rusin  
[rusin@casneredwards.com](mailto:rusin@casneredwards.com)  
CASNER & EDWARDS LLP  
303 Congress Street  
Boston, MA 02210

Sammy S. Nabulsi  
[ssn@rose-law.net](mailto:ssn@rose-law.net)  
Alan D. Rose  
[adr@rose-law.net](mailto:adr@rose-law.net)  
ROSE LAW PARTNERS LLP  
One Beacon Street 23<sup>rd</sup> Floor  
Boston, MA 02108

Gary M. Ronan  
[gronan@goulstonstorrs.com](mailto:gronan@goulstonstorrs.com)  
Brian Dezurick  
[bdezurick@goulstonstorrs.com](mailto:bdezurick@goulstonstorrs.com)  
GOULSTON & STORRS PC  
400 Atlantic Avenue  
Boston, MA 02110-3333

*Christopher Tsouros*

---

Christopher C. Tsouros, Esq



