

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

SUPERIOR COURT
CIVIL ACTION NO.

UNITED AMERICAN INDIANS OF
NEW ENGLAND (UAINÉ) and
MAHTOWIN MUNRO

Plaintiffs,

v.

TOWN OF PLYMOUTH and
DEREK BRINDISI, TOWN MANAGER, in his
official capacity,

Defendants.

**ON PARTIES JOINT AGREEMENT
ORDER GRANTING PLAINTIFFS' MOTION FOR
TEMPORARY RESTRAINING ORDER**

Having fully considered Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction, the Court finds that Plaintiffs have demonstrated good cause for the Court to issue a Temporary Restraining Order, as Plaintiffs have shown both a substantial likelihood of success on the merits and that they will suffer immediate and irreparable harm from Defendants' conduct absent immediate injunctive relief. The Court also finds that the balance of the equities favors Plaintiffs, and that the public interest will be served by this Order.

This Temporary Restraining Order is issued ^{JFL} without notice because (1) Plaintiffs have established that they have suffered and continued to suffer immediate and irreparable harm to their First Amendment rights to freedom of speech, including to hold an expressive event protected under the First Amendment that is scheduled for November 27, 2025; ~~and (2) Plaintiffs have made reasonable efforts to provide notice to Defendants.~~ JFL

Thus, the Court hereby ORDERS that:

1. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendant, are enjoined from requiring UAINÉ to obtain any form of insurance or financial bond in relation to its National Day of Mourning activities for 2025

2. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendant, are enjoined from requiring UAINÉ to execute any form of indemnity, defense, or hold-harmless agreement in relation to its National Day of Mourning activities;

3. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendant, are enjoined from requiring UAINÉ to obtain municipal permits for its National Day of Mourning activities;

4. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendant, are required to facilitate, prepare, and enable the National Day of Mourning activities to take place, consistent with historical practice after the 1998 Settlement, including without limitation, the erection of a stage on Cole's Hill for National Day of Mourning 2025.

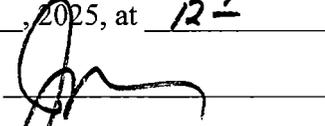
5. UAINÉ agrees to execute a release of liability in favor of the Town of Plymouth for UAINÉ's use of the stage and agrees to notify speakers and participants using the stage that the Town of Plymouth is not liable for use of the stage and by agreeing to use the stage at the National Day of Mourning they are agreeing to similarly release the Town of Plymouth from the speakers and participants' use of the stage.

6. Counsel for the parties agree that on or before February 1, 2026 counsel will meet to negotiate agreements in any form, for future National Days of Mourning arrangements.

7. The parties stipulate to an extension of defendants' time to respond to the Complaint to March 1, 2026 and request a status conference thereafter if necessary.

IT IS SO ORDERED.

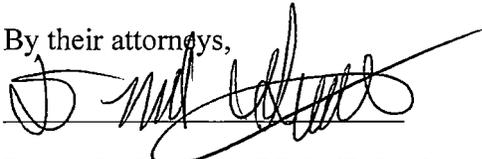
Signed this 25th day of November, 2025, at 12⁴² PM


Associate Justice of the Superior
Court (Lexington, J.)

AGREED TO BY

UNITED AMERICAN INDIANS OF
NEW ENGLAND (UAIINE) and
MAHTOWIN MUNRO

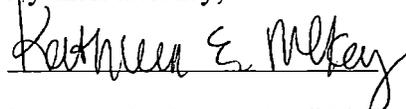
By their attorneys,



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TOWN OF PLYMOUTH and DEREK
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By their attorney,



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Date: 11/25/25