

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT

CIVIL ACTION NO. 17-CV-00877

EMPIRE DESIGN &
DEVELOPMENT, LLC, by
MICHAEL CORSETTI, President,
Plaintiff
V.
EDWARD A. BETTENCOURT, JR.
PETER M. MCGINN and
THE CITY OF PEABODY,
Defendants

FILED
IN THE SUPERIOR COURT
FOR THE COUNTY OF ESSEX

JUN 14 2017

Sharon A. Russell
CLERK

CIVIL RIGHTS COMPLAINT

PARTIES

1. The Plaintiff, Empire Design & Development, LLC, Michael Corsetti as President, is a duly formed and duly existing Massachusetts limited liability company, with a principal place of business at 19 Ocean Avenue, Gloucester, Essex County, Massachusetts.
2. Michael Corsetti is an individual residing at 19 Ocean Avenue, Gloucester, Essex County, Massachusetts.
3. The defendant, Edward A. Bettencourt, Jr. resides at 1 America Drive, Peabody, MA and is the current Mayor of the City of Peabody, Massachusetts ["Bettencourt"].
4. The defendant, Peter M. McGinn, resides at 8 Park Street, Peabody, MA and is currently a Ward Councilor in the City of Peabody, Massachusetts ["McGinn"].
5. The defendant, City of Peabody, is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts ["The City"].

FACTS – EVENTS PRIOR TO PLAINTIFF’S ACQUISITION OF TITLE

6. In late 2014, Bettencourt, McGinn, and other City of Peabody public officials were having discussions concerning the City acquiring ownership or control of property located at 2 Washington Street, Peabody, Massachusetts [“The Property”].

7. From late 2014 into early 2015, Bettencourt, McGinn and other Peabody City officials were expressing interest in acquiring The Property for the City but never purchased it or retained a contractor to investigate development of The Property.

8. Interest levels in acquiring the property increased during the summer of 2015 with Bettencourt and McGinn continuing to publicly and privately express interest in the City acquiring The Property. Discussions expanded to include other City Councilors, historic preservation organizations and the Director of Community Development, Karen Conard. A number of local newspapers reported the interest of the City in acquiring control of The Property to preserve it and control its development.

9. Some of the facts in this case are part of a pending civil action entitled, *Empire Design and Development, LLC, Plaintiff vs. Defendant, Essex Superior Court Civil Action #200016 CV 00420*, a G.L. c.79 and G.L. c. 121B action in which the plaintiff herein seeks to invalidate an eminent domain taking of The Property by The City [“The Eminent Domain Case”].

10. Witnesses, including Bettencourt, McGinn, and the plaintiff, Michael Corsetti, (Corsetti) testified in The Eminent Domain Case.

11. Bettencourt testified in The Eminent Domain Case that in early 2015 he met with representatives of New England Commercial Properties, LLC (NECP) based in New York at the subject property relative to NECP’s interest in selling The Property pursuant to NECP’s mortgage interest in The Property.

12. Bettencourt testified in The Eminent Domain Case that he met with Jonathan Gilbert of NECP and possibly Kenneth Martinek [and if Mr. Martinek was not present at that meeting, he had later discussions with him] concerning The City purchasing The Property.

13. Bettencourt testified in The Eminent Domain Case that he met with several developers concerning the development of The Property after said meeting with NECP.

14. Bettencourt testified in The Eminent Domain Case that he made direct contact with Kenneth Martinek by telephone in the late spring of 2015, at which time he indicated to Mr. Martinek that The City was interested in purchasing The Property.

15. Bettencourt testified in The Eminent Domain Case that there was a genuine interest in the property by himself as well as City councilors McGinn and Thomas Gould as well as Historic Societies and his Community Development Coordinator and that his only concern was the cost purchasing and renovating.

16. Bettencourt testified in The Eminent Domain Case that he became aware in the summer of 2015 that The Property at 2 Washington, and an adjacent parcel identified as 111 Main Street, had been subdivided.

17. Bettencourt testified in The Eminent Domain Case that in late August 2005 he again called Kenneth Martinek, manager of NECP, and was informed that The Property was under agreement for \$350,000.00 with Michael Corsetti of Empire Design.

18. In fact, on August 20, 2015 the plaintiff herein had signed a written agreement to purchase the property from NECP, which had acquired title to the property via foreclosure.

19. At the time the plaintiff put the subject property under agreement on August 20, 2015, the value of the property was assessed by the City of Peabody for taxation purposes at \$857,100.

20. Upon the City learning, through Mayor Bettencourt that The Property was under agreement with Mr. Corsetti, the Peabody Historical Commission sent a request to the City Council to establish a demolition delay or moratorium, which would directly impact or prevent any development of The Property.

21. Unknown to the plaintiff, on September 24, 2015 the City Council, with the full support of Bettencourt and McGinn, voted in favor of the demolition delay or moratorium, which provided that historical property could only be developed or renovated after the expiration of a one year period from the date an application for permit was submitted by them property owner.

22. Prior to the September 24, 2015 vote, the delay for historical properties was only 90 days.

23. The Property is not listed on the National Register of Historical Properties and its only historical reference is its existence in a vague, undefined, general historic district of Peabody, in which few properties are actually designated historic. The Property is not one of them.

24. On the night of the vote for the demolition delay (moratorium), virtually all of the discussion at the public hearing focused and targeted on the subject property.

25. The vote authorizing the demolition delay by the City Council was taken exactly 15 days prior to the plaintiff taking title to the property on October 9, 2015. The Moratorium prevented any and all demolition to the exterior and interior of the building.

26. Knowing about the plaintiff's signed agreement to purchase The Property, Bettencourt, again on his own, in September of 2015 contacted the manager of NECP, Kenneth Martinek, reiterated that The City was still interested in purchasing The Property, offered that The City would purchase The Property for \$10,000 more than the plaintiffs, and asked that NECP let him know if the sale to Corsetti did not close.

27. In September 2015, Bettencourt contacted the plaintiff, Mr. Corsetti, insisting that Corsetti divulge his development plans for The Property and, in a threatening tone, sternly informed Mr. Corsetti that it remained The City's goal to own or control The Property.

28. In response to Bettencourt's inquiry and statements, Mr. Corsetti explained that his development vision for The Property was similar to those of the Mayor and The City, and he expressly told Bettencourt [and others in Peabody] that he would work with The City on proposed uses.

29. Bettencourt made several subsequent inquiries with Mr. Kenneth Martinek of NECP concerning the status of the pending sale between the plaintiff and the bank.

30. Bettencourt contacted Mr. Martinek just several days before the closing reiterating his interest in purchasing the property for The City and indicated again that he would pay \$10,000 more than what the plaintiff was paying.

31. Mr. Corsetti was informed by NECP's real estate agent that Bettencourt had attempted to interfere and block the sale to the plaintiff by offering more money just days before the scheduled closing.

32. Bettencourt testified in The Eminent Domain Case that he received an email from Kenneth Martinek of NECP on October 8, 2015, the day before the closing, suggesting that Bettencourt submit another offer on behalf of the City.

33. In response, Bettencourt once again offered \$360,000 to purchase The Property, which was about to be conveyed to the plaintiff pursuant to a contract to purchase of which Bettencourt was thoroughly aware.

34. Bettencourt testified in The Eminent Domain Case that, while his October 8, 2015 Offer was submitted at the suggestion of NECP, all of his earlier offers of \$360,000 on behalf of The City were unsolicited.

35. Bettencourt testified in The Eminent Domain Case that the first time he had ever spoken to Michael Corsetti was when he, Bettencourt, called Corsetti during the week of October 5, 2015 several days before Corsetti's closing.

36. Bettencourt has provided contradictory testimony about his communications with Mr. Corsetti, first stating that he has "never" called Corsetti, and then testifying as to possible "return calls" (depo. page 39.)

37. Bettencourt, when asked at his deposition if he expected Corsetti to respond to every question he asked him, responded "absolutely." (page 41 depo.)

FACTS – EVENTS FOLLOWING PLAINTIFF'S ACQUISITION OF TITLE

38. By and through a deed executed and duly recorded on October 9, 2015, NECP sold The Property to the plaintiff.

39. Upon the purchase, the plaintiff was obligated to fix some bath tiles due to health and safety issues arising with the previous owner, and so the plaintiff obtained a dumpster permit for debris in yard.

40. On October 12, 2015, just **3 days** after the plaintiff acquires title, Councilor McGinn arrives unannounced at property, uninvited, unauthorized and, with no legal authority, enters upon The Property.

41. On October 12, 2015, Corsetti arrived at The Property to clean yard debris and finds McGinn at The Property.

42. On October 12, 2015, McGinn insists that Mr. Corsetti provide information about his plans for The Property and, in a threatening manner, states to Mr. Corsetti that he, McGinn, is Ward Councilor and would see to it that the City would not allow Mr. Corsetti to demolish or renovate his own building. (Testimonial witness present on the property confirms events and McGinn statements).

43. On October 12, 2015, Mr. Corsetti was contacted by phone by Bettencourt.

44. While Mr. Corsetti spoke with Bettencourt on October 12, 2015, McGinn left the property and contacted the Building Commissioner expressing his concerns.

45. Albert Talarico, the Building Commissioner, was instructed by Councilor McGinn immediately on 10/12/15 to stop all activity by Corsetti and, as a result, a Cease and Desist Order is posted by City within hours.

46. Bettencourt testified that, during his phone call to Corsetti on October 12, 2015, he scheduled a meeting with Corsetti for October 16, 2015.

47. Given the events, threats and coercion effectuated by all of the defendants on October 12, 2015, Mr. Corsetti did not attend the meeting requested by Bettencourt.

48. On October 13, 2015 [just four days after Corsetti took title to the property, one day after McGinn had threatened Corsetti and a Cease and Desist was placed on the property by the Building Commissioner], Judith Otto, Chair of Peabody Historical Commission, sent a certified letter to Mr. Corsetti [copying Mayor Bettencourt, the entire City Council, the City Solicitor, and the Building Commissioner] stating that the property had historical significance and that no demolition of any kind, including salvaging of interior or exterior fixtures, was permitted without the issuance of a demolition permit.

49. Ms. Otto [as well as all of the public officials in Peabody] was already well aware of the demolition delay (moratorium) that had been implemented several weeks earlier and preventing the plaintiff from doing anything with The Property.

50. Bettencourt testified in The Eminent Domain Case that he spoke with Mr. Corsetti on October 19, 2015 and forcefully stated, once again, that the City wanted to control the property, wanted to know what his plans were for the property, wanted to know who his investors were, and further, threatened Mr. Corsetti that the City had an option to take The Property by eminent domain.

51. Measured from his purchase date of October 9, 2015 to the date on which the City took The Property by eminent domain on January 29, 2016, the plaintiff held title for 111 days but only had quiet use and enjoyment of his property for 2 ½ days since the Cease and Desist Order was never revoked.

52. On January 1, 2016, the City, while halting development on The Property and while preparing to take The Property by eminent domain, increased the assessed value of The Property from \$857,100 to \$957,100.

53. At a public hearing held on January 28, 2016, Bettencourt expressed his support of the taking of The Property by eminent domain, and stated that the City must be aggressive in doing so even if there were associated risks such as the true market value of the property in light of the fact that it has previously been conveyed for \$2,000,000.00.

54. At the same public hearing held on January 28, 2016, it is announced that the Community Preservation Committee (CPC) agreed to provide \$425,000 to the City for Pro Tanto payment due to the plaintiff upon the recording of an Order of Taking.

55. Further, The City agreed that, if The City were to sell The Property for a profit within 5 years, the CPC would be reimbursed.

56. At a public hearing held on January 28, 2016, the Finance Committee, Legal Affairs and City Council vote to take property.

57. The authorized payment to Mr. Corsetti in the amount of \$425,000 was less than half of the assessed value for taxation purposes, and said payment amount was manipulated by Bettencourt retaining on behalf of the City a real estate appraiser to adopts an opinion of value in the range of \$350,000..

58. While there was never any indication of evidence that The Property was "decadent" as defined by G.L. c. 121B, The City's recorded Order of Taking expressly indicates that the taking was effectuated "for the purposes of removing the harm of and preventing blight, for urban renewal, increasing public safety, historic preservation, together with the attendant customary purposes and uses...."

59. None of the aforementioned purported purposes for the taking are legitimate public purposes as defined in G.L. c.79.

60. The City recorded the Order of Taking at Essex Registry of Deeds on January 29, 2016.

61. The City failed to demonstrate the specific purported blight, harm, or public safety issues at or near the property, which is located in the downtown business district thriving with retail, apartments, businesses, restaurants, pre-schools, museums and churches, and no statistical data of any kind supports the claim nor has any data even been presented.
62. The City failed to make a determination that the property taken by the City Council through the Order of Taking was decadent pursuant to G.L. c. 121B, §47.
63. The City failed to make a determination that the property taken by the City Council through the Order of Taking was substandard pursuant to G.L. c. 121B, §47.
64. The City failed to make a determination that the property taken by the City Council through the Order of Taking was blighted pursuant to G.L. c. 121B, §47.
65. The City failed to notify the Landowner via registered mail that the City had made a determination that its land was decadent, substandard, or blighted pursuant to G.L. c. 121B, §47.
66. The City failed to conduct the requisite public hearings pursuant to G.L. c. 39, §238 and G.L. c. 79 et seq.
67. While the City is, under certain limited circumstances, empowered to take the property of private landowners for redevelopment if the municipality makes a determination that the subject property is decadent, blighted, or substandard pursuant to G.L. c. 121B et seq. the City must adhere strictly to the requirements of G.L. c. 121B et seq. in order to preserve the constitutional rights and privileges of citizens.
68. On August 13, 2016, the City puts The Property out for bid by publicizing a Request for Proposals ["RFP"]; and a local news front page story is run: "History goes on the market; bids are being accepted for purchase".
69. The RFP, circulated on line and throughout New England and beyond, provides that Mayor Bettencourt himself controls terms and conditions, including the right to reject any and all proposals for any reason and sets the minimum criteria that any Offeror, to be eligible, has "previously performed one or more projects involving building restoration, that used historic restoration tax credits" ... In addition the offer has to have "at least five years' experience with similar projects.

70. When the RFP was issued by the City, it was well known by many public officials that the plaintiff, Michael Corsetti is under the age of thirty and would not qualify to submit an offer on the City's dictated terms.

71. While the City made the taking under the guise of "historic purposes" or for "customary purposes" in the RFP, the Mayor unilaterally controls every facet of the proposal process, including the unilateral authority to accept or reject all proposals if he feels that the proposer or the proposal is not in the City's best interest.

72. The provisions in the RFP are highly unusual and have not been utilized by the City of Peabody in the past.

73. Corsetti in a sworn deposition states as a result of direct negative actions by City and publicity he has avoided 30 to 40 million dollars in RFPs and bids in Peabody and on the North Shore.

74. When presented with the above chronology of events at his deposition in the Eminent Domain Case and asked if he felt that the plaintiff was treated fairly by the City of Peabody, Bettencourt uniformly responded "yes".

75. In contrast, when Councilor Tom Gould was presented with the above chronology of events at his deposition in the Eminent Domain Case and asked if he felt that the plaintiff was treated fairly by the City of Peabody, Gould answered "No".

COUNT 1

(Violation of Plaintiffs' Civil Rights – 42 U.S.C 1983)

76. Plaintiff adopts and incorporates by reference the allegations of paragraphs 1 through 75 as if fully set forth herein.

77. The plaintiff has valuable property and liberty interests which are entitled to protection by the United States and Massachusetts constitutions.

78. The wrongful actions of the defendants as set forth above have interfered with the enjoyment of the plaintiff's constitutional rights, including without limitation plaintiff's rights to use and enjoy his property, to procedural and substantive due process of law, and to equal protection. In interfering with plaintiff's rights, the defendants acted arbitrarily, capriciously, knowing, willfully, in bad faith and with illegal animus.

79. In so doing, defendants were acting under color of law and proximately caused a violation of plaintiff's statutory and constitutional rights.

80. Defendants are liable to plaintiffs both in their individual and official capacities pursuant to 42 U.S.C. § 1983.

81. As a result of defendants' violations of plaintiff's civil rights under federal law, plaintiff has sustained substantial injuries, losses, and damages, which continue to this day.

82. The subject property was singled out by the City for a series of capricious political and legislative actions to deprive the Plaintiff's constitutional rights and due process.

83. The Landowner has been substantially wronged and damaged due to the abject failure of the City to comply with the statutory mandates of G.L. c. 79 and G.L. c. 121B et seq., all as above described as the Landowner's constitutional rights to its property have been illegally interfered with by the defendant's illegal and unconstitutional action and failure to act, above described and including but in no way limited to the following:

- a. Undermining the pending purchase of The Property by the plaintiff and interfering in the plaintiff's contractual relations with the previous owner of The Property;
- b. Expressly and Impliedly threatening to stop the plaintiff's development and/or demolition of his own property;
- c. Expressly and Impliedly threatening to take the plaintiff's property by eminent domain solely to stop the plaintiff's development and/or demolition of his own property;
- d. Expressly and Impliedly using political power and the regulatory process to stop plaintiff's development and/or demolition of his own property;
- e. Falsifying bases for a Cease and Desist Order;
- f. Trespassing on the plaintiff's land;
- g. Wrongfully, purposefully, arbitrarily and capriciously raising the assessed value of The Property for the purposes of taxation;

- h. Falsifying the designation of the property as historical;
- i. Falsifying The Property as decadent, blighted or substandard in wrongful use of the power of eminent domain; and
- j. Falsifying a so-called “public purpose” in wrongful use of the power of eminent domain.

COUNT II

(Violation of Plaintiffs’ Civil Rights – G.L. c. 12, sec. 11H – 11I)

84. Plaintiff adopts and incorporates by reference the allegations of paragraphs 1 through 83 as if fully set forth herein.

85. Defendants’ wrongful actions, as set forth above, violated the Massachusetts Civil Rights Act, G.L. c. 12, §§ 11H-11I, by virtue of defendants’ employment of threats, intimidation or coercion to interfere with the plaintiff’s exercise or enjoyment of his rights. The threats, intimidation and coercion included without limitation defendants’ bad faith activities prior to, at the time of, and after the formal vote to take the plaintiff’s property by eminent domain, as set forth above and including but in no way limited to the following:

- a. Undermining the pending purchase of The Property by the plaintiff and interfering in the plaintiff’s contractual relations with the previous owner of The Property;
- b. Expressly and Impliedly threatening to stop the plaintiff’s development and/or demolition of his own property;
- c. Expressly and Impliedly threatening to take the plaintiff’s property by eminent domain solely to stop the plaintiff’s development and/or demolition of his own property;
- d. Expressly and Impliedly using political power and the regulatory process to stop plaintiff’s development and/or demolition of his own property;
- e. Falsifying bases for a Cease and Desist Order;

- f. Trespassing on the plaintiff's land;
- g. Wrongfully, purposefully, arbitrarily and capriciously raising the assessed value of The Property for the purposes of taxation;
- h. Falsifying the designation of the property as historical;
- i. Falsifying The Property as decadent, blighted or substandard in wrongful use of the power of eminent domain; and
- j. Falsifying a so-called "public purpose" in wrongful use of the power of eminent domain.

86. The defendants intentionally used the administrative process of the City to disadvantage the plaintiff in favor of advantaging the City's, Bettencourt's, and McGinn's own personal and political agendas.

87. As a result of the defendants' violations of plaintiff's civil rights under state law, plaintiff has sustained substantial injuries, losses and damages, which continue to this day.

COUNT III **(Equal Protection)**

88. Plaintiff adopts and incorporates by reference the allegations of paragraphs 1 through 87 as if fully set forth herein.

89. The defendants violated the plaintiff's right to equal protection under the Fourteenth Amendment of the United States Constitution through intentional and insidious, unfair and unequal treatment. The plaintiff's constitutional rights to purchase property and not be unfairly disadvantaged by the defendants prior to or after its purchase by the plaintiff were systematically violated by the defendants in a series of actions that include but are not limited to:

- a. Undermining the pending purchase of The Property by the plaintiff and interfering in the plaintiff's contractual relations with the previous owner of The Property;

- b. Expressly and Impliedly threatening to stop the plaintiff's development and/or demolition of his own property;
- c. Expressly and Impliedly threatening to take the plaintiff's property by eminent domain solely to stop the plaintiff's development and/or demolition of his own property;
- d. Expressly and Impliedly using political power and the regulatory process to stop plaintiff's development and/or demolition of his own property;
- e. Falsifying bases for a Cease and Desist Order;
- f. Trespassing on the plaintiff's land;
- g. Wrongfully, purposefully, arbitrarily and capriciously raising the assessed value of The Property for the purposes of taxation;
- h. Falsifying the designation of the property as historical;
- i. Falsifying The Property as decadent, blighted or substandard in wrongful use of the power of eminent domain; and
- j. Falsifying a so-called "public purpose" in wrongful use of the power of eminent domain.

90. The defendants' unequal treatment of the plaintiff deprived the plaintiff of property rights without due process of law.

91. The defendants' unequal treatment of the plaintiff was not rationally related to any legal, cognizable government interest and constituted targeted discrimination.

COUNT IV
(Denial of Procedural Due Process)

92. Plaintiff adopts and incorporates by reference the allegations of paragraphs 1 through 91 as if fully set forth herein.

93. Defendants' conduct, as set forth above, violated the plaintiff's right to procedural due process under the Fifth and Fourteenth Amendments of the United States Constitution and Article 10 of the Massachusetts Declaration of Rights among other things defendants' failure to treat the plaintiff's constitutional right to acquire and own property in the City of Peabody and not be unfairly treated or disadvantaged by the defendants prior to or after its purchase. The defendants involved ostensible established rules and procedures from various boards, commissions, and agencies of the City and used the City administrative process to disadvantage the plaintiffs, as follows:

- a. Undermining the pending purchase of The Property by the plaintiff and interfering in the plaintiff's contractual relations with the previous owner of The Property;
- b. Expressly and Impliedly threatening to stop the plaintiff's development and/or demolition of his own property;
- c. Expressly and Impliedly threatening to take the plaintiff's property by eminent domain solely to stop the plaintiff's development and/or demolition of his own property;
- d. Expressly and Impliedly using political power and the regulatory process to stop plaintiff's development and/or demolition of his own property;
- e. Falsifying bases for a Cease and Desist Order;
- f. Trespassing on the plaintiff's land;
- g. Wrongfully, purposefully, arbitrarily and capriciously raising the assessed value of The Property for the purposes of taxation;
- h. Falsifying the designation of the property as historical;

- i. Falsifying The Property as decadent, blighted or substandard in wrongful use of the power of eminent domain; and
- j. Falsifying a so-called "public purpose" in wrongful use of the power of eminent domain.

COUNT V
(Denial of Substantive Due Process)

94. Plaintiff adopts and incorporates by reference the allegations of paragraphs 1 through 93 as if fully set forth herein.

95. Defendants' conduct as set forth above, violated plaintiff's rights to substantive due process under the Fifth and Fourteenth Amendments of the United States Constitution and Article 10 of the Massachusetts Declaration of Rights by defendants' pattern of unfair treatment of the plaintiff in connection with pre and post taking activities.

96. Defendants' wrongful conduct included the malicious and bad faith abuse of government power; adverse administrative action unrelated to any legitimate concerns; a scheme of deceit, failure to properly disclose information, negligent and intended financial harm to the plaintiff; animus against the plaintiff; unfavorable treatment of the plaintiff compared to other developers and property owners, violation of settled principles of law, administrative action and coercion to prevent development on the plaintiff's property in favor the City's, Bettencourt's, and McGinn's own personal and political agendas.

97. Such conduct by the Defendants includes but is in no way limited to:

- a. Undermining the pending purchase of The Property by the plaintiff and interfering in the plaintiff's contractual relations with the previous owner of The Property;
- b. Expressly and Impliedly threatening to stop the plaintiff's development and/or demolition of his own property;

- c. Expressly and Impliedly threatening to take the plaintiff's property by eminent domain solely to stop the plaintiff's development and/or demolition of his own property;
 - d. Expressly and Impliedly using political power and the regulatory process to stop plaintiff's development and/or demolition of his own property;
 - e. Falsifying bases for a Cease and Desist Order;
 - f. Trespassing on the plaintiff's land;
 - g. Wrongfully, purposefully, arbitrarily and capriciously raising the assessed value of The Property for the purposes of taxation;
 - h. Falsifying the designation of the property as historical;
 - i. Falsifying The Property as decadent, blighted or substandard in wrongful use of the power of eminent domain; and
 - j. Falsifying a so-called "public purpose" in wrongful use of the power of eminent domain.
98. Defendants' conduct has caused the plaintiffs to suffer substantial damages.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

The Plaintiff, By Its Attorney,

A handwritten signature in cursive script, reading "Peter E. Flynn", is positioned above a horizontal line.

Peter E. Flynn, BBO #172840

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