

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. _____

CARLO DEMARIA, JR.,

Plaintiff,

v.

EVERETT LEADER LLC, JOSHUA
RESNEK, SERGIO CORNELIO, MATTHEW
PHILBIN, and ANDREW PHILBIN, SR.,

Defendants.

RECEIVED

10/7/2021 HG

COMPLAINT AND JURY DEMAND**I. INTRODUCTION**

This is an action for defamation arising from the defendants' malicious and outrageous publications of defamatory falsehoods concerning the plaintiff, the Mayor of the City of Everett, Massachusetts ("Mr. DeMaria") in the weeks leading up to the September 21, 2021 primary for Everett's mayoral election. In three separate articles, the defendants Everett Leader LLC (the "Leader Herald"), and Joshua Resnek ("Mr. Resnek"), the Leader Herald's manager and writer, published a series of utterly false statements asserting that Mr. DeMaria had engaged in criminal conduct, knowing that such statements were utterly false or, at a bare minimum, in reckless disregard of their falsity, for the express purpose of defaming Mr. DeMaria during the run-up to the election, damaging his reputation as an honest, honorable, conscientious and hard-working public servant, harming his personal and professional reputation, as well as causing him emotional distress.

These false and outrageous statements published by the Leader Herald and Mr. Resnek included a false and defamatory article published on September 8, 2021 based on the fabricated assertion that Mr. DeMaria had extorted the City Clerk into paying him \$96,000. In that article, the Leader Herald published that the defendant Sergio Cornelio (“Mr. Cornelio”), Everett’s City Clerk, had purportedly asserted, among other things, that Mr. DeMaria “forced” and “coerced” Mr. Cornelio to pay him \$96,000 in connection with a real estate transaction that Mr. DeMaria supposedly “had nothing to do with.” In addition to being a complete fabrication, these false assertions were intended to convey and, in fact, conveyed that Mr. DeMaria had purportedly engaged in criminal conduct by extorting another city official - - a devastating assertion to be made in advance of an election.

Assuming that Mr. Cornelio even made these statements - - as opposed to them having been fabricated by the Leader Herald - - Mr. Cornelio knew full well, and as the contemporaneous documents establish, in stark contrast to having “nothing to do” with the transaction, this was a real estate opportunity found by Mr. DeMaria, who invited Mr. Cornelio to participate. Indeed, contrary to the defendants’ false assertions, Mr. DeMaria expressly filed a “Disclosure of Appearance of Conflict of Interest” with the City Clerk - - Mr. Cornelio - - about his involvement in this real estate project, precisely to avoid the appearance of any conflict, and Mr. DeMaria had no obligation to file this, or any, disclosure with the State Ethics Commission in connection with that real estate transaction. It appears that after demanding to be cashed out of the project, receiving his money, and learning that the project would continue with Mr. DeMaria’s other partners, Mr. Cornelio then fabricated a story that Mr. DeMaria “extorted” and threatened him, peddling the concocted story to the Everett Leader, knowing its well-established agenda of publishing false stories about Mr. DeMaria.

For their part, the Leader Herald and Mr. Resnek - - knowing Mr. Cornelio's statements were false or made with reckless disregard of their falsity - - published an article with the false and defamatory headline, "\$96,000 Forced Payment to Mayor by City Clerk Raises Questions About Extortion Plot," followed by the false and defamatory statement, among others contained in two separate articles, that "Payment to Mayor Followed Threats Against Cornelio to Cut His Office Budget and To Ruin His Life." The Leader Herald published a second article the following week on September 15, 2021, containing similar, false assertions. Despite accusing Mr. DeMaria of criminal conduct and expressly asserting "[t]he payment could draw the attention of the U.S. attorney's office in Boston and/or state and Middlesex County prosecutors," the Leader Herald willfully chose not to review the ethics disclosure Mr. DeMaria filed with the City Clerk's office, speak to known witnesses involved in the development project, gather the most basic of documents, or even provide Mr. DeMaria with the opportunity to provide any information before publishing it, precisely because it knew doing so would reveal the entire premise of the articles was completely false and baseless, thereby derailing its efforts to attack Mr. DeMaria in advance of the upcoming primary election.

That same day, the Leader Herald and Mr. Resnek doubled-down on their defamation campaign by publishing a third defamatory article concerning a close to 20-year-old, long-dismissed sexual assault complaint against Mr. DeMaria by a former employee entitled "Revelations we cannot quite believe about the mayor...but they are all true." In that article the Leader Herald published false and outrageous assertions that Mr. DeMaria had attempted to cut the blouse off of a female employee and had exposed himself. Despite asserting that it was relying on public court records, the article intentionally omitted well-published information that

the Chelsea District Court found there was no probable cause for the complaint, dismissing it in its entirety.

As set forth herein, these false and defamatory articles were published against a well-documented backdrop of the longstanding and well-established agenda by the Leader Herald, Mr. Resnek, and the defendants Matthew Philbin and Andrew Philbin to falsely and relentless attack Mr. DeMaria with fabricated assertions as part of their agenda to try to remove Mr. DeMaria from office. This lawsuit seeks to hold the defendants responsible for their outrageous conduct and the damage that they have caused.

I. The Parties

1. Mr. DeMaria, currently serving as the Mayor of City of Everett, is a life-long resident of Everett where he and his wife raise their three children. He has a long and distinguished record of serving his community. Mayor DeMaria entered politics in 1994, and since then has served as both a Councilor in Ward Two of the city and as an Alderman-at-Large. He was first elected Mayor in 2007.

2. The defendant Everett Leader LLC (“Leader Herald”) is a newspaper providing weekly news for Everett, Massachusetts and its surrounding areas, which is widely circulated in print at public places in Everett such as grocery stores and sandwich shops, and the print edition is also deliveries to individual residences. The Leader Herald is also circulated online at <https://everettleader.com/>, a publicly accessible website where the Leader Herald posts its content for free.

3. The Leader Herald’s Certification of Incorporation represents the “service to be rendered” by the limited liability company as “the delivery of newspapers in greater Boston area and for any other lawful purpose.” The location of its principal office is 28 Church Street,

Everett, Massachusetts. The Leader Herald's articles are written by its staff writers, including Mr. Resnek, who is also the Leader Herald's manager.

4. The defendant Joshua Resnek resides in Lynn, Massachusetts. He is the Leader Herald's manager and a purported journalist for the Leader Herald. He writes and publishes weekly articles and the article "Eye on Everett," in which he purports to publish "facts" about various issues and individuals. Upon information and belief, the Leader Herald and Mr. Resnek's articles are read by thousands of people.

5. The defendant Sergio Cornelio resides in Everett, Massachusetts. He is the City Clerk for Everett.

6. The defendant Matthew Philbin resides in Lynnfield, Massachusetts. Upon information and belief, Matthew Philbin is a member of the Leader Herald, which publishes the Everett Leader Herald.

7. The defendant Andrew Philbin, Sr., resides in Lynnfield, Massachusetts. Upon information and belief, Andrew Philbin, Sr., is a member of the Leader Herald, which publishes the Everett Leader Herald. Collectively, the defendants Matthew Philbin and Andrew Philbin, Sr., are referred to as the "Philbins." The Philbins review and approve the Leader Herald's articles before publication and specifically authorized the publication of the articles concerning Mr. DeMaria published on September 8 and 15, 2021.

8. Upon information and belief, the Philbins review and approve the publication of the Leader Herald's editions in coordination with defendant Mr. Resnek. The Philbins, the Leader Herald and Mr. Resnek are collectively referred to herein as the "Leader Herald Defendants."

II. Jurisdiction and Venue

9. The jurisdiction of this Court over the defendants is lawful and proper where they reside, work, and do business in Massachusetts and the claims brought here arise from a defamatory publication in Massachusetts, doing harm to Mr. DeMaria here in Massachusetts where he works and lives.

10. Venue in this county is lawful and proper where the parties work and do business and, in the case of some of the individual parties, reside, here.

III. Facts

The Leader Herald Defendants' Longstanding Vendetta Against Mr. DeMaria

11. During the 1990's, the Philbins owned and operated a series of boarding houses in Everett. During this time and thereafter, there were a number of public safety and public health issues surrounding boarding houses in Everett.

12. During the time that Mr. DeMaria was a city alderman, he had the authority not to renew licenses for boarding houses. Given the then-ongoing issues with boarding houses, Mr. DeMaria would consistently not renew the licenses of non-compliant boarding houses that were adversely impacting their neighborhoods, including those owned by the Philbins.

13. On information and belief, in approximately 2017, the Philbins purchased the Leader Herald for the primary purpose of having a newspaper through which to publicly attack Mr. DeMaria. Indeed, the Leader Herald often publishes articles using the phrases "ABC" or "Anyone But Carlo [DeMaria]." Under the Philbins' ownership, the style and content of Leader Herald changed from a traditional newspaper to one heavily employing a tabloid-style of journalism.

14. The Leader Herald Defendants have a long history of publishing false and defamatory statements concerning Mr. DeMaria in the Leader Herald, including in Mr. Resnek's "Eye on Everett" article, which fabricates non-existent events and conversations relating to Mr. DeMaria which seek to falsely portray him as a corrupt and dishonest politician. Specifically, Mr. Resnek's articles feature a fictionalized "Blue Suit" character that supposedly works with the Mayor. Mr. Resnek uses the "Blue Suit" character to then convey completely fabricated false and defamatory statements to his readers that the Mayor purportedly told the "Blue Suit."

15. The Leader Herald Defendants have also engaged in pattern of publishing false and defamatory articles asserting or implying that he takes bribes or "shakes down" individuals. This has included the Leader Herald Defendants referring to Mr. DeMaria as "kickback Carlo," asserting that he is "on the take," and referring to his family as the "DCF" or "DeMaria Crime Family." This has included a June 10, 2021 article falsely asserting: "There are several well-known instances of the mayor allegedly taking money from business owners in return for business owners being left alone by the Inspectional Services Department."

16. As part of their long-running defamatory campaign against Mr. DeMaria, the Leader Herald Defendants have frequently published articles misquoting sources, fabricating quotes, and/or fabricating "unnamed" sources. Moreover, they frequently publish false and defamatory articles about Mr. DeMaria without providing him with the opportunity to comment or provide information, in violation of professional journalistic standards.

The Real Estate Project at 43 Corey Street

17. As was well-known to the Leader Herald, Mr. DeMaria, in his personal capacity, is involved in buying, developing, and selling residential real estate. In or about May 2019,

Zachary Stratus approached Mr. DeMaria about the possibility of buying a residential property located at 43 Corey Street in Everett, Massachusetts (“43 Corey Street”).

18. Mr. DeMaria approached Mr. Cornelio, who previously expressed interest to Mr. DeMaria in real estate development, about partnering to purchase 43 Corey Street and develop the property as a larger multi-unit residential development.

19. As the text messages between Mr. DeMaria and Mr. Cornelio attached hereto as Exhibit A demonstrate, Mr. DeMaria was involved in the project from the very beginning, and he retained an attorney to represent both him and Mr. Cornelio in purchasing 43 Corey Street. In May 2019, Mr. DeMaria and Mr. Cornelio had the following text conversation concerning purchasing 43 Corey Street:

Mr. DeMaria: Let’s not let that house slip away..

Mr. Cornelio: I won’t, let’s talk Monday. I’m waiting to hear from Zack.

Mr. Cornelio: He said we will talk Monday, he’s excited to hear we are interested

Mr. DeMaria: Great !!

Id. at p. 10.

20. Mr. DeMaria and Mr. Cornelio continued to discuss purchasing the property:

Mr. Cornelio: Hey, how was your day? What do you want to do about the house?

Mr. DeMaria: We need to buy it. Can we talk with him this morning ?

Mr. Cornelio: Ya, I will call him

Id. at p. 9.

21. On or about May 29, 2019, Mr. DeMaria and Mr. Cornelio texted concerning their offer on the property:

Mr. DeMaria: You need to call Zach, Dave O’neil says he’s attorney is reviewing multiple offers . We don’t want to lose this . I thought he was good at 900k ? What does he want us to do?

Mr. Cornelio: I talked with him yesterday. He said he gave the letter to his attorney and real estate agent as was waiting to hear back from them. That’s what he said yesterday.

Mr. DeMaria: Call him and tell him our attorney David said he was reviewing other offers. Ask him in good faith can we have last and final look. I thought he had said 900k. We said yes, and the only way we can get financing and protect the integrity of the home and neighborhood is to Convert to 5 units.

Mr. Cornelio: Calling now

Id. at pp. 6-8.

22. In July 2019, Mr. Cornelio and Mr. DeMaria had the following text exchange concerning 43 Corey Street and their plans to redevelop the property:

Mr. Cornelio: How’s everything going ? Has Peter finished the conceptals? Has David drawn up the paperwork for the LLC? Want to apply for building permit under the new LLC. Need to keep it moving ? Press Peter for conceptals .. would like to get it permitted before Summer ends , need to get construction done on outside before winter . That way we can be ready to rent spring 2020 .

Mr. DeMaria: That’s what I would like too. I guess Peter was waiting for a deposit check. I have him sending me a bill, I cc’d you on the email. The bank is waiting on an amount from either Peter or a contractor on how much we will need for the renovation and addition. Peter said he can provide that, once that is ready the bank can get a good appraisal. I asked David twice for the LLC, I will ask again. We need to apply by July 16th to get on the August 5th ZBA hearing

Id. at pp. 3-5.

23. Although the original Offer to Purchase Real Estate for 43 Corey Street listed the buyers as both “Sergio Cornelio” and “Carlo J. DeMaria, Jr.,” the property was ultimately purchased in Mr. Cornelio’s name only; as Mr. DeMaria’s and Mr. Cornelio’s attorney David O’Neil stated, Mr. DeMaria and Mr. Cornelio were “told by the lender that it is going to be

easier to finance with just [Mr. Cornelio] on [the] contract since this is technically a single family house.” See Exhibits B & C.

24. Mr. DeMaria arranged the financing from Everett Bank. Under their agreement, Mr. Cornelio would pay the loan and Mr. DeMaria would obtain the architects, contractors, and other professionals.

25. Mr. DeMaria, on both his and Mr. Cornelio’s behalf, retained the firm Phoenix Architects for design work and to make a presentation to the Zoning Board for approval of their plans to increase the number of residential units at the property. A copy of Phoenix Architect’s engagement letter is attached hereto as Exhibit D.

26. Mr. DeMaria also engaged PFS Land Surveying, Inc. to complete a survey for the property. See Exhibit E.

27. On or about August 21, 2019, 43 Corey Street was conveyed by Mr. Stratis, as Trustee of the 43 Corey Street Irrevocable Trust, to Mr. Cornelio for \$900,000. Though the property was put in Mr. Cornelio’s name only for financing purposes, at all times, as evidenced by the parties’ communications, Mr. DeMaria and Mr. Cornelio were partners in this real estate venture, as confirmed by the contemporaneous emails sent and received by Mr. Cornelio. By way of limited example, on July 1, 2019, Mr. Cornelio sent the following email to Mr. DeMaria and their joint counsel:

Dave, can we get the LLC wrapped up for early next week do we can have everything ready when we close. Also, I should have everything for the bank soon so the appraisal can go through. Let me know what else you need from me or us.

Thanks,

Sergio

Exhibit F (emphasis added).

28. Thereafter, on or about September 4, 2020, Mr. Cornelio conveyed the property to 43 Corey Street LLC, a Massachusetts entity he formed that same day.

Mr. DeMaria's Filing of a "Disclosure of Appearance of Conflict of Interest" with the City Clerk & The Sale of 43 Corey Street

29. In connection with purchasing 43 Corey Street, both Mr. DeMaria and Mr. Cornelio sought legal advice from the same firm, KP Law, regarding their ethical obligations as municipal employees.

30. On August 20, 2020, at Mr. DeMaria's request, Brian W. Riley, Esq., issued an opinion pursuant to Gen. Laws. ch. 268A, § 22, the relevant Conflict of Interest Law, related to Mr. DeMaria's purchase or acquisition of a financial interest in 43 Corey Street, which was a commercially zoned property, given his need to apply to the Board of Appeals and/or Planning Board for a special permit or other zoning relief and the fact that 43 Corey Street abutted an area subject to an Urban Renewal Plan. Specifically, Mr. DeMaria asked for an opinion as to "how [he] can avoid any chance of inadvertently violating Chapter 268A if [he] choose[s] to go forward with the purchase of or an investment in this property, as well as how the [Urban Renewal Plan] issue could be implicated." Therein, Attorney Riley concluded:

In my opinion, it would not violate Chapter 268A for you to acquire an interest in this parcel or to file with a City board or official in your own name to request a permit. In the event that you acquire an interest in the property under a different entity (a realty trust or LLC, for example), however, you would need to have an attorney or other representative handle any such application. You would also be prohibited from taking any action in your capacity as Mayor that would foreseeably affect your financial interest in the parcel.

A copy of Attorney Riley's opinion is attached hereto as Exhibit G.

31. Notwithstanding Attorney Riley’s conclusion that Mr. Demaria’s purchase of 43 Corey Street did not violate his ethical obligations, Attorney Riley advised Mr. DeMaria to file a disclosure pursuant to Gen. Laws c. 268A, § 23(b)(3), stating as follows:

[G]iven your status as the City’s chief executive officer, it is possible someone could claim that there is an “appearance” of City officials being influenced concerning their acting on this parcel. As stated in the underlined sentence, however, such a conclusion is legally deemed unreasonable if the municipal employee has filed a written disclosure of the relevant facts. You may be advised, therefore, to file such a disclosure of your interest in the subject parcel, that it will be going through a permitting process through one or more City department, and that you will be taking no action and making no contact with City officials in your capacity as Mayor, with regard to either the subject parcel or any URP project that may be submitted in the area of the parcel.

Id. at p. 3 (emphasis added).

32. As indicated on pages 4-5 of Attorney Riley’s opinion, pursuant to the relevant statute, Attorney Riley filed a copy of his opinion with the City Clerk, Mr. Cornelio, and the State Ethics Commission. Id.

33. On August 25, 2020, the State Ethics Commission issued an advisory opinion concurring with the conclusions set forth in Attorney Riley’s opinion. See Exhibit H. The State Ethics Commission copied the City Clerk, Mr. Cornelio, on this opinion by email.

34. On September 23, 2020, to avoid any conflicts or apparent conflicts of interests, Mr. DeMaria filed a “Disclosure of Appearance of Conflict of Interest As Required by G.L. c. 268A, § 23(b)(3)” with the City Clerk disclosing:

I recently acquired an ownership interest in a parcel of commercially zoned property adjacent to Everett Square. The owners may seek a special permit or other zoning relief from the ZBA or Planning Board, which may include seeking approval to convert the structure into multiple living units, pursuant to the current Zoning Ordinance. In addition, I intend to speak in favor of a recently proposed amendment to the Zoning Ordinance that

would provide greater opportunities to property owners to convert their residential structures into smaller units.

I do not have any formal role as Mayor in approving an amendment to the Zoning Ordinance unless or until it has been approved by the City Council, which would not likely occur for several months. I do support the proposed amendment and may address the Planning Board or other City officials regarding it. Whether or not the proposed amendment is ultimately approved, however, will have absolutely no effect on the zoning relief that I and the other owners intend to seek regarding the parcel described above.

Exhibit I. Because Mr. DeMaria is an elected municipal employee, he was required to file the disclosure with the City Clerk's office, not the State Ethics Commission. See id. Under Massachusetts' ethics laws, Mr. DeMaria had no obligation to file that disclosure, or any disclosure related to 43 Corey Street, with the State Ethics Commission.

35. Upon information and belief, Attorney Riley's opinion, the State Ethics Commission's advisory opinion, and Mr. DeMaria's disclosure are all public records and could have been reviewed by the Leader Herald Defendants prior to publishing the articles identified herein, and they intentionally chose not to review these filings. Indeed, as such a review would have revealed, and as the State Ethics Commission agreed, Mr. DeMaria's purchase of 43 Corey Street did not violate any of his ethical violations, and he voluntarily filed a disclosure with the City Clerk out of an abundance of caution.

36. Although Mr. DeMaria ultimately wanted to develop the property, Mr. Cornelio wanted to sell it, as confirmed by the attached text message on January 30, 2021 between Mr. DeMaria and Mr. Cornelio:

Mr. Cornelio: Call me, I can tell you want out. Then let's sell it. It's probably worth anywhere from 1.2 to 1.4, that's what I think.

Mr. DeMaria: I'm with the kids and wife but yes I'd rather sell. Greg I'm sure is still interested and offered 1 mil before and would pay up to 1.2 and would do it quick.

Mr. Cornelio: Then let's unload it .

Exhibit A pp. 1-2.

37. Under their agreement, Mr. Cornelio would be repaid all amounts spent on the financing as a result of any sale of the property and then would be entitled to 55% of the remaining proceeds, with Mr. DeMaria receiving the other 45% of the proceeds. On or about April 14, 2021, the property was sold to 43 Corey Everett LLC, which was a buyer Mr. DeMaria found, for \$1,300,000 dollars. Under the parties' agreement, Mr. DeMaria received \$96,000 and Mr. Cornelio received approximately \$316,000, an amount which reimbursed him for his carrying costs and included his share of the profit.

The False and Defamatory Leader Herald Articles Dated September 8 and 15, 2021

38. Prior to September 8, 2021, the Leader Herald and/or Mr. Resnek contacted, or were contacted by, Mr. Cornelio. According to the Leader Herald's September 8, 2021 article that was written, upon information and belief, by Mr. Resnek, Mr. Cornelio knowingly made false and defamatory statements of fact to the Leader Herald and/or Mr. Resnek concerning the real estate transaction involving 43 Corey Street, including the fabricated premise that Mr. DeMaria engaged in extortion and abused his public office by threatening and coercing him into paying \$96,000 for a real estate transaction that Mr. DeMaria supposedly "had nothing to do with." These false and defamatory statements included that: "[Mr. DeMaria] told [Mr. Cornelio] nothing would be developed on the site if he didn't receive the \$96,000 payment. He also threatened to cut the city clerk's office budget and place [his] future in jeopardy if [he] did not pay him," which Mr. Cornelio did.

39. Given the Leader Herald's past practice of fabricating quotes and articles to assert that Mr. DeMaria is somehow engaged in criminal conduct, there is good reason to suspect that

the quotes attributed to Mr. Cornelio were fabricated by the Leader Herald Defendants.

However, even if these quotes were actually made by Mr. Cornelio, the Leader Herald Defendants had obvious reasons to doubt the veracity of Mr. Cornelio's purported statements.

40. Having reported on Everett politics for years, the Leader Herald Defendants were well-aware that under Everett's Charter, it is the City Council - - not the Mayor - - that has "charge and control over the office of city clerk." As stated in the Charter, the City Clerk is appointed for a five-year period by a vote of "the full city council." Moreover, it is the City Council that: (i) hires/fires the City Clerk and (ii) sets his compensation. As a result, Mr. DeMaria has no ability to fire the clerk or reduce his salary. Furthermore, upon information and belief, the Leader Herald Defendants were aware of Mr. Cornelio's previous comments that, Mr. DeMaria, as Mayor of the City of Everett, does not have any authority over him.

41. Despite entertaining serious doubts about the veracity of Mr. Cornelio's purported statements, the Leader Herald Defendants intentionally chose not to ask Mr. Cornelio to provide any documents to substantiate his purported assertions and did not undertake any efforts on their own to obtain any information or documentation concerning the real estate transaction. Upon information and belief, the Leader Herald Defendants relied solely and exclusively on the purported statements that they attributed to Mr. Cornelio precisely because they were unconcerned with the truth of their articles.

42. On September 8, 2021, the Leader Herald published an article in print and online entitled "\$96,000 Forced Payment to Mayor by City Clerk Raises Questions About Extortion Plot" (the "September 8 Leader Herald Article"). A copy of which is attached as Exhibit J. That article asserted a long series of utterly false and defamatory statements of purported "fact," each of which was intended to defame Mr. DeMaria, and each of which did defame him. Each

of these statements of “fact” was of and concerning Mr. DeMaria, and each was made by the Leader Herald, and upon information and belief by Mr. Resnek, with actual malice (1) knowing that they were false; (2) with willful ignorance of information revealing their falsity; and/or (3) in complete, utter, and reckless disregard of whether these statements were false. They were outrageous on their face and calculated by defendants to harm Mr. DeMaria both professionally and personally.

43. The false and defamatory statements of purported fact about Mr. DeMaria, published by the Leader Herald Defendants with knowledge of their falsity or in reckless disregard of their falsity, which were intended to harm Mr. DeMaria and which have done so, include, inter alia, the following:

- a. the headline “\$96,000 Forced Payment to Mayor by City Clerk Raises Questions About Extortion Plot;”
- b. the statement that: “Payment to Mayor Followed Threats Against Cornelio to Cut His Office Budget and To Ruin His Life;”
- c. Mr. Cornelio’s statement that: “I gave up against the weight of his power over me and his threats to ruin me;”
- d. Mr. Cornelio’s statement that: “He told me nothing would be developed on the site if he didn’t receive the \$96,000 payment. He also threatened to cut the city clerk’s office budget and place my future in jeopardy if I did not pay him;”
- e. the statement that: “Cornelio said the mayor had failed to make the proper legal filings with the State Ethics Commission about his involvement in the land sale and that he received \$96,000 as a result;” and
- f. Mr. Cornelio’s statement that: “The mayor’s behavior toward me was outrageous and illegal. I should not have been threatened by the mayor to make a payment to him for a real estate deal he had nothing to do with.”

Exhibit J.

44. To the extent that any of these false statements of fact can be properly attributed to Mr. Cornelio, they were clearly knowingly false statements given that Mr. Cornelio knew full well that Mr. DeMaria: (i) was involved in the project from its inception, (ii) intimately involved in securing the financing and ultimate buyer; (iii) never threatened Mr. Cornelio; (iv) never threatened to place his job in jeopardy if he did not pay him; (v) voluntarily filed an “Appearance of Conflict of Interest” disclosure with the appropriate body, the City Clerk’s office; and (vi) had no obligation to file that disclosure, or any disclosure in connection with 43 Corey Street, with the State Ethics Commission. Put bluntly, Mr. Cornelio knew full well that there was no “extortion” and that the \$96,000 was simply Mr. DeMaria’s interest in the land sale that they had agreed to, as demonstrated by the contemporaneous emails, text messages, and other documents in Mr. Cornelio’s possession when he purportedly made these statements.

45. For their part, the Leader Herald Defendants either completely fabricated Mr. Cornelio’s statements or were so eager to publish an article asserting that Mr. DeMaria engaged in criminal conduct that they recklessly placed articles in circulation while deliberately ignoring evidence that was readily available to them. By way of limited example, there were obvious reasons to doubt the veracity of Mr. Cornelio’s purported assertions about being “threatened” and “forced” by Mr. DeMaria given his prior public statements that the mayor had no power over him in his role as Clerk. Yet, the Leader Herald, Mr. Resnek, and the Philbins deliberately ignored evidence that was readily available to them, including but not limited to: reviewing the State Ethics Commission’s opinion and Mr. DeMaria’s disclosure, speaking with counsel for Mr. Cornelio and Mr. DeMaria, speaking with the original seller of the property, speaking with the real estate brokers, or speaking with the subsequent purchaser. Indeed, despite the article expressly referencing the State Ethics Commission, the Leader Herald Defendants did not even

bother to obtain Mr. DeMaria's disclosure to the City Clerk, precisely because they were unconcerned with the truth of what they were publishing.

46. Moreover, the Leader Herald Defendants did not even attempt to contact Mr. DeMaria until just before 4 p.m. on Tuesday, September 7, 2021, which was after the newspaper had already gone to print. They did so, despite the lack of any need for immediate publication, precisely because of their pre-existing agenda to attack Mr. DeMaria regardless of the truth.

47. Upon information and belief, the Leader Herald also fabricated other quotes in the article, including that "the payment could draw the attention of the U.S. attorney's office in Boston and/or state and Middlesex prosecutors," attributed to a "local criminal attorney." Upon information and belief, there was no "local criminal attorney" that the Leader Herald spoke to for the article.

48. The September 8 Article was published on the Leader Herald's website and is publicly accessible - - including by the residents of Everett who voted in the September 21, 2021 primary. It was defamatory per se in that it accused Mayor DeMaria of committing a crime and attacked him in his profession.

49. On September 15, 2021, the Leader Herald published a follow-up article (the "September 15 Leader Herald Article") in print and online written by Mr. Resnek entitled "Mayor moves to oust Cornelio After taking 96k from city clerk in real estate deal." A copy of this article as published in the Everett Leader Herald's website is attached hereto as Exhibit K.

50. Like the September 8 Leader Herald Article, the September 15 Leader Herald Article was replete with utterly false and defamatory statements of purported "fact," each of which was intended to defame Mr. DeMaria, and each of which did defame him. Each of these statements of "fact" was of and concerning Mr. DeMaria, and each was made by the Leader

Herald, and by Mr. Resnek in particular, with actual malice. The Leader Herald and Mr. Resnek made the statements contained in the September 15 Leader Herald Article identified herein (1) knowing that they were false; (2) with willful ignorance of information revealing their falsity; and/or (3) in complete, utter, and reckless disregard of whether these statements were false. They were outrageous on their face and calculated by defendants to harm Mr. DeMaria both professionally and personally.

51. The false and defamatory statements of purported fact about Mr. DeMaria, published by the Leader Herald Defendants with knowledge of their falsity or in reckless disregard of their falsity, which were intended to harm Mr. DeMaria and which have done so, include, inter alia, the following:

- a. the headline “Mayor moves to oust Cornelio After taking \$96k from city clerk in real estate deal;”
- b. the statement that: “The mayor and his closest supporters and the holders of his secrets claim Cornelio is a traitor, that ‘he has left the nest,’ by coming out publicly in order to recover the \$96,000 the mayor recently took from him;”
- c. the statement that: “It was revealed last week that Cornelio was forced and coerced to pay the mayor \$96,000 as a result of the sale of Cornelio’s wholly-owned property on Corey Street;” and
- d. the statement that: “Such an act of retaliation by the mayor would be consistent with the mayor’s public and private efforts to ridicule the city clerk following revelations that the mayor coerced him into approving the \$96,000 payment after first threatening to ruin Cornelio’s life if he didn’t pay.”

Exhibit K.

52. Like the September 8, 2021 Leader Herald Article, the defendants’ publication of the September 15 Leader Herald Article was intended to hold Mr. DeMaria up to ridicule, and he has already heard from numerous individuals who read the defamatory publication.

53. Each of the purported facts supposedly attributed to Mr. Cornelio that are identified herein are not merely false, but are outrageously so, and those statements, in addition to the other false statements contained in the September 8 and 15 Leader Herald Articles set forth above that were published by the Leader Herald, Mr. Resnek, and the Philbins, are fabrications, made by the defendants either with actual knowledge of their falsity, or with complete disregard of whether or not they were false.

54. In publishing Mr. Cornelio's statements, and the other false and defamatory statements identified herein, the Leader Herald Defendants willfully ignored evidence readily available to them, if not in their actual possession, that these statements were false, or simply chose to make these statements up. Many of these defamatory statements, indeed, constitute defamation per se, as they impugn Mr. DeMaria's professional competence and/or accuse him of criminal acts.

55. Indeed, the Leader Herald Defendants published at least two additional, baseless articles concerning 43 Corey Street that contained the same or similar false accusations maligning Mr. DeMaria both prior to and the day after the primary. On September 10, 2021, the Leader Herald published the article entitled "The 96,000 Disgrace," falsely stating: "The allegations made by City Clerk Sergio Cornelio against the Mayor have a solid ring of truth."

Exhibit L. The Leader Herald Defendants further stated:

Revelations that the mayor recently received \$96,000 of Cornelio's money after threatening Cornelio's financial well-being with the possible loss of his job, as well as a threat to cut the city clerk's office budget, unless Cornelio gave him the money is one more reason for voters in this city to remove Mayor Carlo DeMaria from public office.

What the mayor did to Cornelio, threatening him, demanding money from him, receiving \$96,000 from him for nothing but to satisfy the mayor's greed, is a crime against Cornelio, a disgrace

for the office of mayor of Everett and it is an abuse of his position, his authority, and his power as the mayor of the city.

Id. Therein, the Leader Herald Defendants urged the voters to reject him when they voted in the primary and state and federal authorities to investigate Mr. DeMaria.

56. Then, on September 22, 2021, the Leader Herald Defendants published yet another “Eye on Everett” article concerning 43 Corey Street wherein Mr. Resnek recited a fictitious conversation with Mr. DeMaria’s “Blue Suit” that took place on the day of the mayoral primary. Therein, the Blue Suit told Mr. Resnek: “Coercing Sergio to give him \$96,000 from a real estate transaction the mayor had nothing to do with is a crime.” Exhibit M.

57. It is evident that the Leader Herald has more than doubled-down on these false statements regarding Mr. DeMaria, which were fabricated by the defendants with actual knowledge of their falsity, or with complete disregard of whether or not they were false. The Leader Herald Defendants then continued to willfully ignored evidence readily available to them, if not in their actual possession, that these statements were false, or simply chose to make these statements up.

The September 15 “Eye on Everett” Article

58. In addition to the September 8 and 15 Leader Herald Articles, on September 15, Mr. Resnek published an article (the “Eye on Everett Article”) in print and online entitled “Revelations we cannot quite believe about the mayor... but they are all true” containing excerpts from a police report filed against Mr. DeMaria close to 20 years ago by a former employee.

59. The September 15 ”Eye on Everett” Article, however, failed to disclose when the police report referred to therein was filed, thereby creating the false impression that this was a recent allegation. Even more outrageous was the fact that Mr. Resnek chose to conceal the fact

that the Chelsea District Court found years ago that there was no probable cause for the complaint, dismissing it in its entirety.

60. Over the years, various news media had previously reported that this allegation against Mr. DeMaria was dismissed. Yet, the Leader Herald Defendants falsely asserted in the September 15th Article that that Mr. DeMaria had committed a crime, knowing full well that a court found there was no probable cause to proceed on the complaint and concealing that information from their readers.

61. A copy of the September 15 “Eye on Everett” Article as published in the Everett Leader Herald’s website is attached hereto as Exhibit N. The publication of this article on the Leader Herald’s website and in print was defamatory per se and intended to hold Mr. DeMaria up to ridicule, and it had its intended effect; Mr. DeMaria has already heard from numerous individuals who read the defamatory publication.

62. The false and misleading September 15 ”Eye on Everett” Article, like the September 8 and 21 Leader Herald Articles, was published because the Leader Herald Defendants’ long-standing malice and vendetta against Mr. DeMaria. The defendants intended the each of these articles to cause damage to Mr. DeMaria’s reputation with his Everett constituents and donors in the weeks prior to the September 21, 2021 primary, negatively impacting his chances of being re-elected.

COUNT ONE
(Defamation Against Mr. Cornelio)

63. Mr. DeMaria incorporates by reference in their entirety paragraphs 1-62 herein. All of the above-listed statements made by Mr. Cornelio, as quoted in the September 8 and 15 Leader Herald Articles, were false, malicious and fabricated, and were published with a

knowing, intentional, subjective awareness of, and/or reckless disregard of their falsity. All were of and concerning Mr. DeMaria, and all defamed him, as was their purpose.

64. Mr. Cornelio's statements, some of which constitute defamation per se, were published with actual malice because he knew they were false, as evidenced by his contemporaneous emails and text messages with Mr. DeMaria about the real estate transaction.

65. As a result of Mr. Cornelio's actions, Mr. DeMaria has suffered damage to his professional and personal reputation, and suffered emotional distress.

COUNT TWO
(Defamation Against the Leader Herald, Josh Resnek, and the Philbins)

66. Mr. DeMaria incorporates by reference in their entirety paragraphs 1-65 herein. All of the above-listed statements in the September 8 and 15 Leader Herald Articles and the September 15 "Eye on Everett" Article were false, malicious, and fabricated, and were published with a knowing, intentional, subjective awareness of, and/or reckless disregard of their falsity. All were of and concerning Mr. DeMaria, and all defamed him, as was their purpose.

67. The defamatory statements, some of which constitute defamation per se, in the September 8 and 15 Leader Herald Articles and the September 15 "Eye on Everett Article" were published with actual malice because they were published either knowing that the statements were false or in reckless disregard as to whether they were false.

68. As a result of defendants' actions, Mr. DeMaria has suffered damage to his professional and personal reputation, and suffered emotional distress.

Prayers for Relief

WHEREFORE, the plaintiff, Mr. DeMaria, respectfully requests that the Court grant him the following relief:

- i. enter judgment after trial in his favor and against the defendants on each and every count of this complaint;
- ii. award him damages against the defendants in an amount determined by the Jury, plus statutory interest; and
- iii. grant such other further relief as the Court deems just and proper.

JURY DEMAND

The plaintiff demands a trial by jury on all counts so triable.

Respectfully submitted,

CARLO DEMARIA, JR.,

By his attorneys,

/s/ Joseph D. Lipchitz

Jeffrey S. Robbins, BBO #421910

Jeffrey.Robbins@saul.com

Joseph D. Lipchitz, BBO #632637

Joseph.Lipchitz@saul.com

Paige V. Schroeder, BBO #689346

Paige.Schroeder@saul.com

SAUL EWING ARNSTEIN & LEHR LLP

131 Dartmouth Street, Suite 501

Boston, MA 02116

Tel: (617) 723-3300

Dated: October 7, 2021

EXHIBIT A



New iMessage

Cancel

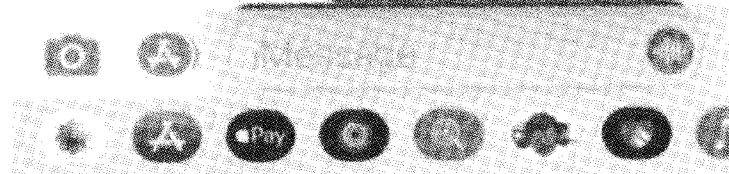
To: Sergio Cornelio

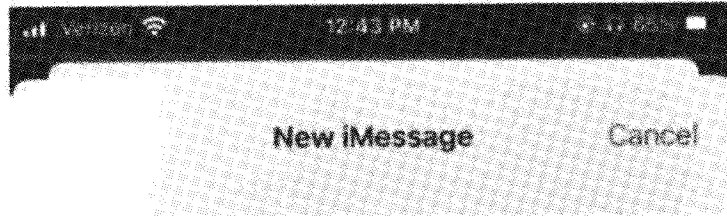
Sat, Jan 30, 5:09 PM

Call me , I can tell you want out . Then let's sell it . It's probably worth anywhere from 1.2 to 1.4 , that's what I think .

I'm with the kids and wife but yes I'd rather sell. Greg I'm sure is still interested and offered 1 mil before and would pay up to 1.2 and would do it quick.

Then let's unload it





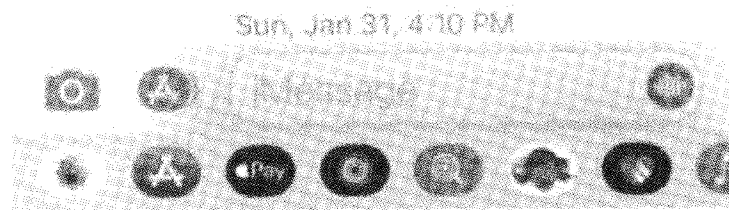
To: Sergio Cornelio

I'm with the kids and wife
but yes I'd rather sell. Greg
I'm sure is still interested
and offered 1 mil before and
would pay up to 1.2 and
would do it quick.

Then let's unload it

Let's get coffee tomorrow

Ok, sounds good. I'm at City
Hall at 9, I'll be free at
9:30-10 am tomorrow





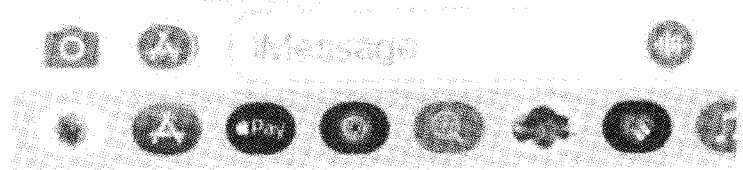
New iMessage

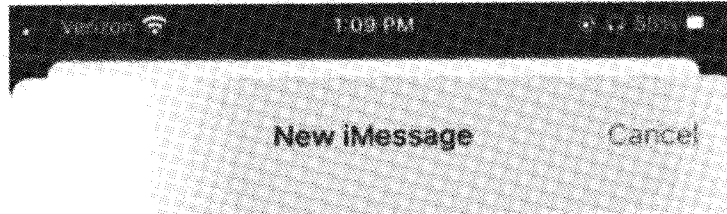
Cancel

To: Sergio Cornelio

Send by Email (Apple Mail)

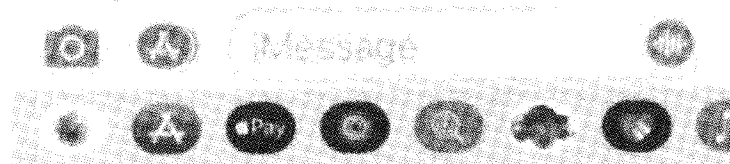
How's everything going ? Has Peter finished the conceptualls? Has David drawn up the paperwork for the LLC? Want to apply for building permit under the new LLC . Need to keep it moving ? Press Peter for conceptualls . . would like to get it permitted before Summer ends , need to get construction done on outside before winter . That way we can be ready to rent spring 2020





To: Sergio Cornelio

That's what I would like too. I guess Peter was waiting for a deposit check. I have him sending me a bill, I cc'd you on the email. The bank is waiting on an amount from either Peter or a contractor on how much we will need for the renovation and addition. Peter said he can provide that, once that is ready the bank can get a good appraisal. I asked David twice for the LLC, I will ask again. We need to apply by July 16th to get on





New iMessage

Cancel

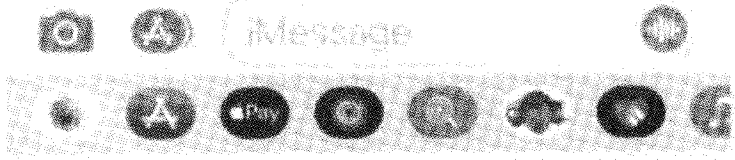
To: Sergio Cornelio

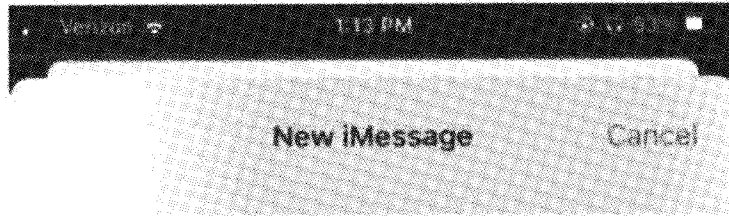
May 29, 2019, 2:11 PM

You need to call Zach. Dave O'neil says he's attorney is reviewing multiple offers. We don't want to lose this. I though he was good at 900k?

What does he want us to do?

I talked with him yesterday. He said he gave the letter to his attorney and real estate agent and was waiting to hear back from them. That's



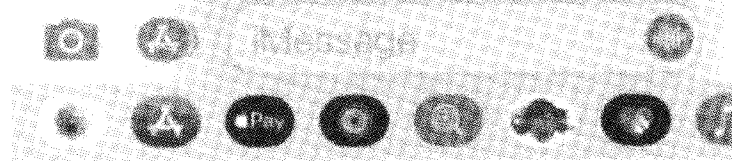


To: Sergio Cornelio

What time is he? What time to do?

I talked with him yesterday. He said he gave the letter to his attorney and real estate agent and was waiting to hear back from them. That's what he said yesterday

Call him and tell him our attorney David said he was reviewing other offers. Ask him in good faith can we have last and final look. I thought he had said 900k. We said yes and the only





New iMessage

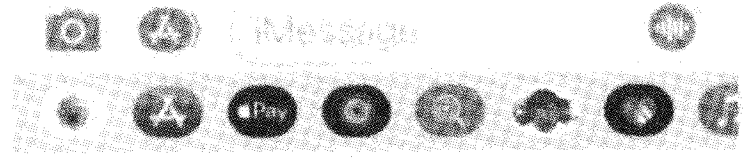
Cancel

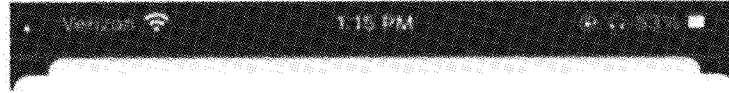
To: Sergio Cornelio

hear back from them. That's what he said yesterday

Call him and tell him our attorney David said he was reviewing other offers. Ask him in good faith can we have last and final look. I thought he had said 900k. We said yes, and the only way we can get financing and protect the integrity of the home and neighborhood is to Convert to 5 units

Calling now





New iMessage

Cancel

To: Sergio Cornelio

May 20, 2019, 10:22 PM

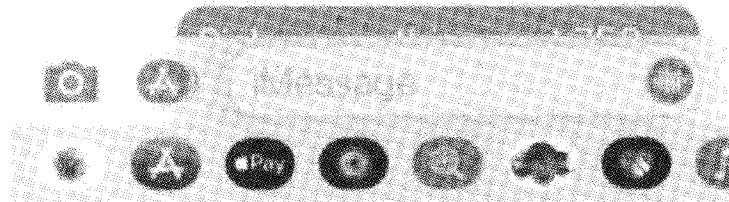
Hey, how was your day?
What do you want to do
about the house?

May 21, 2019, 6:31 AM

We need to buy it - Can we
talk with him this morning ?

Ya, I will call him

Let me know when you are
in the office.





New iMessage

Cancel

To: Sergio Cornelio

May 18, 2019, 7:28 PM

Let's not let that house slip away.

I won't, let's talk Monday.
I'm waiting to hear from
Zack.

May 18, 2019, 8:48 PM

He said we will talk Monday,
he's excited to hear we are
interested

Great !!

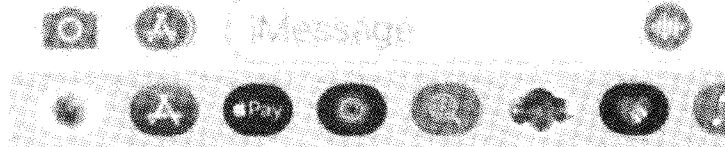


EXHIBIT B

GREATER BOSTON REAL ESTATE BOARD

OFFER TO PURCHASE REAL ESTATE

TO Owner of Record
(Seller and Spouse)

Date: June 7, 2019

From the Office of: Gibson Sothebys

The property herein referred to is identified as follows: 43 Corey Street, Everett MA

Special provisions (if any) re fixtures, appliances, etc. All fixtures and appliances (Buyers)

hereby offer to buy said property, which has been offered to me by Allison Mazer/Gibson Sothebys as the Broker(s) under the following terms and conditions:

CHECK ONE:
 Check, subject to collection
 Cash

- I will pay therefor \$ 900,000 of which
 - \$ 1,000 is paid herewith as a deposit to bind this Offer
 - \$ 19,000.00 is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below.
 - \$ 880,000.00 is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s).
 - \$ _____

(e) \$ 900,000 Total Purchase Price

2. This Offer is good until 5 P.M. on 6/11 at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.

3. The parties hereto shall, on or before 5 A.M. P.M. 6/18, 2019 execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto.

4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on 8/9 2019 at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.

5. If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by Gibson Sothebys as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.

6. Time is of the essence hereof.

7. Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification."

8. ~~The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any, Seller may continue to market the property, and in the event he receives a bona fide offer evidence will be presented to the buyer whereupon Buyer shall have option to terminate contract or waive~~

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL.

~~financing and 2 unit zoning contingencies and proceed to closing.~~

Buyer Sergio Cornelio Buyer Carlo J. DeMaria Jr.

Address c/o Silverstein & O'Neil, 391 Broadway, 02149 City/State/Zip MA 02149 Work Number 617-387-1818 Home Number _____

Receipt of deposit check for transmittal by: (Agent/Facilitator)
Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at _____ A.M. / P.M. on _____, 20____

Zack Stratis
Seller (or spouse)

dotloop verified
06/11/19 7:28 PM EDT
VERVV-LMCQ-6OMB-3LZD

Seller

RECEIPT FOR DEPOSIT

Received from _____ Buyer the sum of \$ _____ as deposit under the terms and conditions of above Offer, to be held by _____ as escrow agent.

Under regulations adopted pursuant to the Massachusetts license law: All offers submitted to brokers or salespeople to purchase real property that they have a right to sell shall be conveyed forthwith to the owner of such real property.

Agent for Seller



GREATER BOSTON REAL ESTATE BOARD

OFFER TO PURCHASE CONTINGENCY ADDENDUM

The BUYER, if checked, hereby incorporates the following contingencies into this Offer to Purchase Real Estate.

MORTGAGE CONTINGENCY

In order to help finance the acquisition of the property, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ 720,000 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before 7/12/19, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded, and this agreement shall become null and void and without further recourse to either party. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before 6/11/19.

INSPECTION CONTINGENCY

The BUYER may, at the BUYER's own expense and on or before _____, have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. If it is the opinion of such inspector that the property contains serious structural, mechanical or other defects and if the repair of such defects would cost the BUYER in the aggregate more than \$ _____, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before _____. Such notice shall be accompanied by a copy of the inspector's opinion and cost estimates.

RADON CONTINGENCY

The BUYER may, at the BUYER's own expense and on or before _____, have the property inspected for the presence of radon gas. In the event a customary test for the presence of radon gas indicates the presence of radon gas in excess of levels deemed acceptable by the federal Environmental Protection Agency, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before _____. Such notice shall be accompanied by a copy of the test results.

PEST INSPECTION CONTINGENCY

The BUYER may, at the BUYER's own expense on or before _____, have the property inspected by a person engaged in the business of pest inspection and control. If it is the opinion of such inspector that the property is infested by termites or other wood boring pests, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER on or before _____. Such notice shall be accompanied by a copy of the inspector's opinion and any related inspection report.

LEAD PAINT CONTINGENCY ADDENDUM

The BUYER may, at the BUYER's own expense and within ten (10) days after the acceptance of this agreement, have the property professionally inspected for the presence of paint, plaster or other accessible materials containing dangerous levels of lead (as such terms are defined by applicable Massachusetts laws and regulations). A copy of the inspector's report shall be furnished to the SELLER upon receipt by the BUYER. If it is the opinion of such inspector that any such materials are present on the property, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time.

In the event the BUYER revokes the agreement consistent with the terms of the above selected Contingencies, then any deposits made by the BUYER shall be forthwith refunded, and this agreement shall be null and void and without further recourse to either party.

Initials:

Seller (or Spouse) Zack Stratis dotloop verified 05/11/19 7:20 PM EDT ENJC-AR8D-YKXY-RTFW Seller _____

Buyer [Signature] Buyer [Signature]

Broker(s) _____



EXHIBIT C

> ----- Original Message -----
> From: "David E. O'Neil" <oneildave@silversteinoneil.com>
> To: sergco0524 <sergco0524@comcast.net>
> Cc: "carlodemaria@comcast.net" <carlodemaria@comcast.net>
> Date: 06/14/2019 2:57 PM
> Subject: FW: 43 Corey Street, Everett

> See attached.

> From: David E. O'Neil
> Sent: Friday, June 14, 2019 2:57 PM
> To: 'Tyler Casey' <tcasey@LucasLawGroupLLC.com>
> Cc: David Lucas <dluca@LucasLawGroupLLC.com>; Allison Mazer
> <allison.mazer@gibbonsir.com>; Zack Stratis <zackstratis@gmail.com>
> Subject: RE: 43 Corey Street, Everett

> See attached proposed revisions to p&s. As I have not reviewed the same in
> present form with my client I must reserve for approval.

> (I'm being told by lender that it is going to be easier to finance with just
> Sergio on contract since this is technically a single family house.)

> If you can look at this today, great.

> In any event, do you want to extend to Monday for execution and balance of
> deposit?

> Let me know.

> *****
> David E. O'Neil, Silverstein & O'Neil, LLP, 391 Broadway, Everett, MA 02149
> Phone: 617-387-1818; Fax: 617-387-7381.

> >*****
> CONFIDENTIALITY NOTICE: If you have received this email in error, please
> immediately notify the sender by email at the address shown. This email transmission
> may contain confidential information. This information is intended only for the use
> of the individual(s) or entity to whom it is intended, even if addressed
> incorrectly. Please delete from your files if you are not the intended recipient.
> Thank you for your compliance.

> WIRE FRAUD ALERT: Never trust wiring instructions sent via email and/or text message. Cyber criminals are hacking email accounts and sending emails and/or text messages with fraudulent wiring instructions. These emails are convincing and sophisticated. When receiving wiring instructions, please call your paralegal and/or attorney immediately using contact information found from an independent source, such as the purchase and sale contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.

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> From: Tyler Casey [mailto:tcasey@LucasLawGroupLLC.com]
> Sent: Friday, June 14, 2019 10:29 AM
> To: David E. O'Neil <oneildave@silversteinoneil.com
mailto:oneildave@silversteinoneil.com >
> Cc: David Lucas <dLucas@LucasLawGroupLLC.com
mailto:dLucas@LucasLawGroupLLC.com >; Allison Mazer <allison.mazer@gibsonsir.com
mailto:allison.mazer@gibsonsir.com >; Zack Stratis <zackstratis@gmail.com
mailto:zackstratis@gmail.com >
> Subject: RE: 43 Corey Street, Everett

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>

> Hi David,

>
>
>

> Attached is the revised P&S, which corrects the name of the Seller Trust.

>
>
>

> Thanks,

>
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>

> [logo]

>
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>
>

> Tyler O. Casey, Esq.

> One Nelson Terrace, Suite D
> Melrose, MA 02176
> TEL: 781.665.2200
> FAX: 855.665.2201

>
> <https://protect-us.mimecast.com/s/tou0CwpE2oI8pKXvcVbBWP?domain=lucaslawgroupllc.com>
> <https://protect-us.mimecast.com/s/JTcXCxkv8pcM0kKLuv7WZz?domain=lucaslawgroupllc.com>

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> destroy all copies of this message and any attachments.

>
> P Please consider your environmental responsibility before printing this
> e-mail.

>
>
>
> From: Tyler Casey
> Sent: Thursday, June 13, 2019 9:49 AM
> To: David E. O'Neil <oneildave@silversteinoneil.com
> <mailto:oneildave@silversteinoneil.com> >
> Cc: David Lucas <dllucas@LucasLawGroupLLC.com
> <mailto:dllucas@LucasLawGroupLLC.com> >
> Subject: RE: 43 Corey Street, Everett

>
>
>
> Hi David,

>
> Attached please find the draft P&S Agreement. Please note, I have not yet
> reviewed this draft with my client, so I must reserve the right to make additional
> changes.

>
>
>
> Thanks!

>
> [logo]

> Tyler O. Casey, Esq.

>
> One Nelson Terrace, Suite D
> Melrose, MA 02176
> TEL: 781.665.2200
> FAX: 855.665.2201

>
>
> https://protect-us.mimecast.com/s/tou0CwpE2oI8pKXvcVbBWP?domain=lucaslawgroupllc.com
> https://protect-us.mimecast.com/s/JTcXCxkV8pcM0kKLuv7wZz?domain=lucaslawgroupllc.com
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>
> P Please consider your environmental responsibility before printing this e-mail.

>
>
>
> From: David Lucas <dLucas@LucasLawGroupLLC.com mailto:dLucas@LucasLawGroupLLC.com >
> Sent: Wednesday, June 12, 2019 5:20 PM
> To: David E. O'Neil <oneildave@silversteinoneil.com mailto:oneildave@silversteinoneil.com >
> Cc: Allison Mazer <allison.mazer@gibsonsir.com mailto:allison.mazer@gibsonsir.com >; Zack Stratis <zackstratis@gmail.com mailto:zackstratis@gmail.com >; Tyler Casey <tcasey@LucasLawGroupLLC.com mailto:tcasey@LucasLawGroupLLC.com >; Maureen Murphy <mmurphy@LucasLawGroupLLC.com mailto:mmurphy@LucasLawGroupLLC.com >
> Subject: 43 Corey Street, Everett

>
> David: Zack accepted the offer, as I think you already know. We will get started on the P&S, which is due pretty quickly, I believe.

>
>
> Please confirm that, although your offer says that it expired at 5:00PM on 6/11, you and your clients still consider this a binding contract. We did not receive it until about 4pm yesterday.

>
>
> [logo]

> DAVID R. LUCAS, Esq.

> One Nelson Terrace, Suite D

> Melrose, MA 02176
> TEL: 781.665.2200
> FAX: 855.665.2201

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From the Office of
Lucas Law Group,
LLC
One Nelson Terrace
Suite D
Melrose, MA 02176
(781) 665-2200

STANDARD FORM
PURCHASE AND SALE AGREEMENT

Made this 14th day of June 2019

1. PARTIES AND MAILING ADDRESSES

Zachary Stratis, as Trustee of The 43 Corey Street Irrevocable Trust, w/dt dated April 12, 2017, of Los Angeles, CA

hereinafter called the SELLER, agrees to SELL and

*Carlo J. DeMaria, Jr. and Sergio Cornello, of 43 Luke Road, Everett, Massachusetts,
02149*

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION (fill in and include title reference). *The land with the buildings thereon known as 43 Corey Street, Everett, MA 02149. For title reference see deed recorded with Southern Middlesex County Registry of Deeds at Book 69268, Page 526, consisting of 14,100 square feet of land.*

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN: refrigerators, air conditioning equipment, ventilators, dishwashers, washing machine and dryer, but excluding: None

4. TITLE DEED. Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;
- (f) none.

5. PLANS. If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE. In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE. The agreed purchase price for said premises is *Nine Hundred Thousand (\$900,000.00) Dollars* of which
\$ 1,000.00 having been paid with the Offer to Purchase;
\$ 19,000.00 have been paid as a deposit this day and
\$ 880,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s), Massachusetts Closing attorney JOLTA check(s) or wire transfer.

\$ 900,000.00 TOTAL

8. TIME FOR PERFORMANCE, DELIVERY OF DEED *(all in)* Such deed is to be delivered on or before 12:00 P.M. on the 9th day of August, 2019, at the Southern Middlesex County Registry of Deeds, unless otherwise agreed upon in writing. If BUYER elects to conduct closing at another location more than five (5) miles away from the premises, then SELLER may execute all of SELLER's documents at a separate location convenient to SELLER and serve via FedEx. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES. Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. "Reasonable efforts" shall not require SELLER to expend more than Three Thousand Five Hundred (\$3,500.00) Dollars, including reasonable attorney's fees. If SELLER cannot reasonably be expected to cure such defects in title or deliver the Premises as required without expending more than the aforementioned amount, or if SELLER cannot reasonably be expected to do so within thirty (30) days, then SELLER shall not be required to expend such funds, but shall promptly give BUYER notice that SELLER is unable to perform.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE. The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED. The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE. To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, ~~or, in the case of institutional mortgages and/or municipal charges, reasonably thereafter so long as provisions are made at closing for satisfaction and discharge in accordance with local conveyancing practices.~~

15. INSURANCE. Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	as presently insured
(b) Risk of loss shall remain with Seller until recording of the deed to Buyer	

16. ADJUSTMENTS. Water and sewer use charges, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE. A Broker's fee for professional services as per separate agreement is due from the SELLER to Gibson Sothebys and the Broker(s) herein. Any and all commissions due any brokers hereunder shall be due if and only if sale is consummated and purchase price is paid in full, and not otherwise.

19. BROKER(S) WARRANTY. The Broker(s) named herein, Allison Mazer of Gibson Sothebys and warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT. All deposits made hereunder shall be held in escrow by Gibson Sothebys, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending written instructions mutually given by the SELLER and the BUYER, or by final order of a court of competent jurisdiction.

21. BUYER'S DEFAULT, DAMAGES. If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be Seller's sole recourse both at law and in equity in the event of Buyer's breach hereunder.

22. RELEASE BY HUSBAND OR WIFE. The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY. The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None.

26. MORTGAGE CONTINGENCY CLAUSE. In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$720,000.00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before July 12, 2019, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before two (2) days after the full execution of this Agreement by all parties hereto.

27. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE AND CARBON MONOXIDE DETECTORS. The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

30. CLOSING DOCUMENTS. Seller agrees at closing to execute a mechanic's lien affidavit, Form 1099S, lead or UFFI disclosure and other affidavits/documents customarily required by the title insurance company in order to issue an owner's and lender's ALTA title insurance policy and/or by a Lender in connection with residential mortgage closings.

31. INTERPRETATION. Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Massachusetts Real Estate Bar Association (REBA filer MCA) shall be governed by such standard to the extent applicable.

32. CONFLICTS, MERGER. All Offers, Agreements, memoranda and verbal representations made prior to this Agreement are hereby discharged and all other obligations of the parties are contained only in and merged into this Agreement.

33. EXTENSIONS OF TIME. Accelerations and extensions of the time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel therefor.

34. FISCAL YEAR. All references to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

35. NO WARRANTIES. The SELLER makes no representation or warranty, express or implied, as to the lead paint content, Urea Formaldehyde Foam Insulation (UFFI), pests, or radon content of the property. BUYER takes full responsibility for compliance with all laws relating to same and assumes the burden of cost for all tests, costs and compliance arising therefrom. BUYER represents that BUYER has had the property inspected by a licensed inspector and is fully satisfied with such inspection, or BUYER has voluntarily and knowingly waived that right. The premises are being sold "as is" to the fullest extent as permitted by law.

36. SELLER'S DISCHARGE. Notwithstanding anything to the contrary in the Purchase & Sale Agreement and/or in any Addenda or Riders thereto, the acceptance of a Deed by BUYER shall constitute a full discharge of ALL OBLIGATIONS of the SELLER, including but not limited to obligations relating to title, express or implied warranties, construction, improvements, zoning, the presence of tenants, waste, pests and/or hazardous materials, environmental and/or drainage issues, and the condition of the premises. This term has been negotiated and shall not be considered "boilerplate" language.

37. RECORDING OF DISCHARGES. ~~Any document required hereunder to be recorded by SELLER to clear title, if SELLER cannot simultaneously record such instrument with delivery of deed, may be recorded within a reasonable time thereafter in accordance with local conveyancing standards (see paragraph 14).~~

38. TEMPORARY ACCESS TO PREMISES. BUYER shall not be provided keys or access to the premises unless and until purchase price is paid in full and delivered to SELLER. BUYER may, however, be provided temporary, reasonable access at reasonable times upon reasonable notice for the purposes of inspecting or appraising the property or taking measurements, in which case BUYER shall indemnify, defend and hold harmless the SELLER from and against any and all loss sustained by SELLER, including but not limited to damage to persons or property, as a result of entry by BUYER or by BUYER's agent(s).

39. NOTICES. All notices required hereunder shall be deemed to have been duly given if in writing and delivered by hand or mailed by registered or certified mail, return receipt requested, or by facsimile transmission with proof thereof, all charges paid, or by email with confirmation of the same being sent, addressed to the following:

If to Buyer:
David E. O'Neil
Silverstein & O'Neil, LLP
391 Broadway #300
Everett, MA 02149
(617) 387-1818
Fax: (617) 387-7381
oneildave@silversteinsoneil.com

If to Seller:
Tyler O. Casey, Esq.
Lucas Law Group, LLC
One Nelson Terrace, Suite D
Melrose, MA 02176
(781) 665-2200
Fax (855) 665-2201
tcasey@LucasLawGroup.LLC.com or tyler.d.lucas@npl-
llw.com

40. Deleted.

41. ESTATE FIDUCIARY Deleted.

402. ADDITIONAL PROVISIONS.

- A. Seller may continue to market premises. Should Seller receive a bona fide offer, Seller may present offer to Buyer and Buyer may choose to either waive the Mortgage Contingency Clause of Par. 26 or terminate this agreement, and any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

41. WATER BILL: Seller shall produce a final water bill at time of closing and will pay or show proof of payment of all charges.

42. SPECIAL ASSESSMENTS/LITIGATION: Seller represents that it has no knowledge of any taking, condemnation or special assessment, actual or proposed, with respect to the premises, nor does seller have any knowledge of any litigation, pending or threatened, with respect to the premises.

43. TITLE STANDARDS: It is understood and agreed by the parties that the premises is insurable, for the benefit of the BUYERS, by a Title Insurance company, in fee owner's policy in the American Title Association form currently in use, insuring fee title in Buyer free from all exceptions other than those exceptions listed in this agreement, if any, and those as to which said policy affirmatively insures the same do not adversely affect the use and enjoyment of the property as currently improved. It is further agreed and understood that any matter relating to the performance of this agreement which is subject to a title, practice or ethical standard of the Massachusetts Conveyancers' Association (REBA) shall be governed by the provisions of said standard to the extent applicable.

44. BROOM SWEEP: All personal property not subject to this agreement shall be removed from the property and grounds at or before the time set for delivery of possession hereunder and the structure, including the barn, shall be delivered in "broom sweep" condition.

45. FINAL WALK-THROUGH: The buyer shall have the right to inspect the premises twenty-four hours prior to closing to determine that the terms of this agreement have been met.

46. AMENDING PARAGRAPH 10: Such paragraph is deleted, and replaced with the following: If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty days.

In no event shall the Seller be required to expend in excess of \$3,500.00, including reasonable attorney's fees, to resolve any title issue. Such expenditure to clear title shall not include voluntary encumbrances, tax liens and attachments arising during the period of Seller's ownership and the period of the Seller's immediate predecessor in title. Any such matters shall be resolved prior to the date for performance herein.

Field Code Changed
Field Code Changed
Formatted: Justified

If seller requests an extension of the date for performance under this agreement, and during the time of such extension the buyer's financing would be terminated or materially changed to the detriment of the buyer, then the buyer shall have the option of terminating this agreement and receiving the deposit back. "Material Change" shall mean an increase in Buyer's mortgage rate or payment to extend rate lock.

47. **TITLE:** Notwithstanding anything herein contained, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

1. All structures and improvements, including but not limited to any driveway(s), garage(s), and all means of access to the premises shall be wholly within the lot lines of the premises and shall not encroach upon or under any property not within such lot lines;
2. the premises abut a public way (or a private way affording permanent legal and insurable access thereto) duly laid out or accepted as such by the City or Town in which the premises are located;
3. no building, structure, improvement or property of any kind encroaches upon or under the premises from other premises;
4. title to the premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner's policy of title insurance, at normal premium rates, in the ALTA form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy, and to those matters set forth or referred to in paragraph 4 of the agreement.

48. If the SELLER shall record this agreement in the Registry of Deeds then, at the option of the BUYER, the SELLER shall be deemed to be in default under this agreement and the BUYER'S obligations under this agreement shall be at an end.

49. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.

50. **NO OTHER BROKER:** The parties warrant and represent, each to the other, that they have not dealt in any way with any real estate broker with respect to this property and this transaction other than Gibson Sotheby's. This paragraph shall survive the delivery of the deed.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1976, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER Zachary Stratts, as Trustee

BUYER Sergio Cornelio

BUYER Carlo J. DeMarin, Jr.

Date _____

EXTENSION OF TIME FOR PERFORMANCE

The time for the performance of the foregoing agreement is extended until _____ o'clock _____ M on the day of _____ 20____ time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed. This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

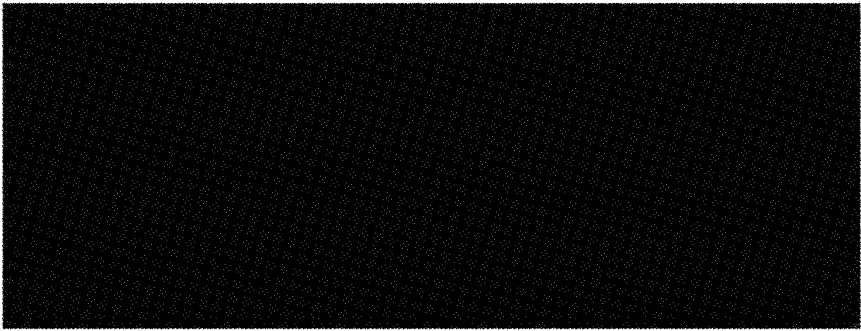
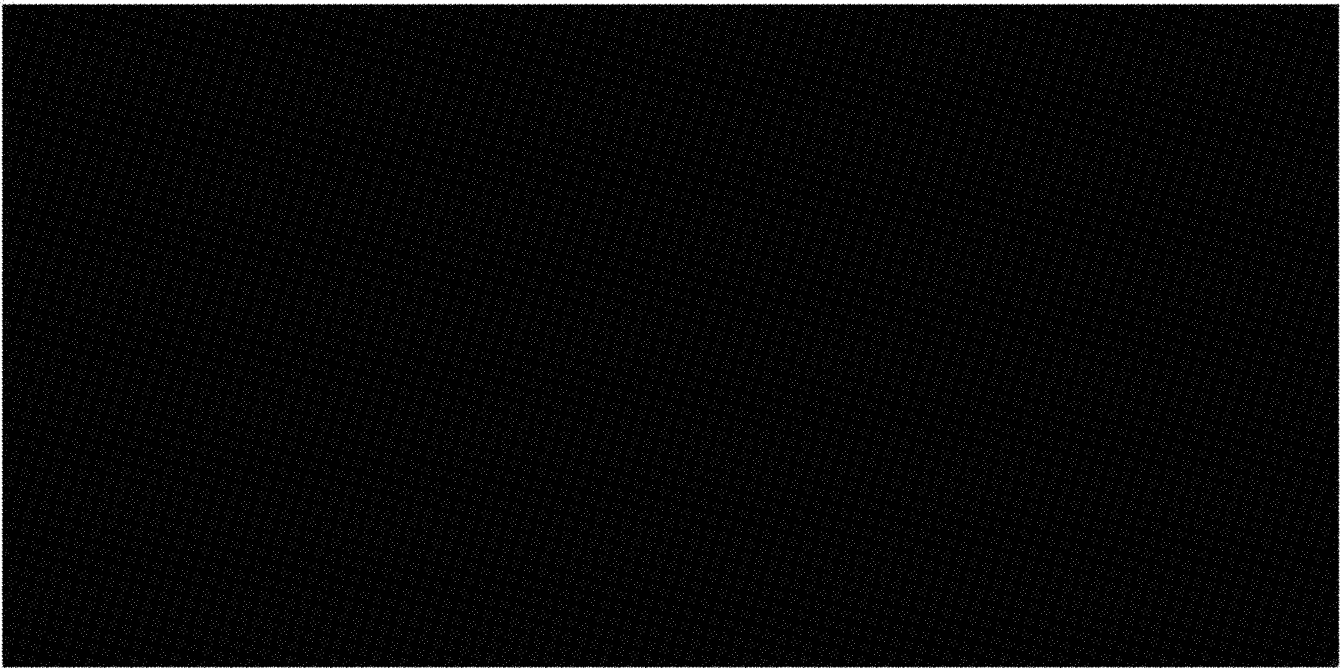
SELLER

BUYER

BUYER

Broker(s)

EXHIBIT D



----- Original Message -----

From: Peter Sandorse <psandorse@phoenixarch.com>
To: Carlo DeMaria <carlo demaria@comcast.net>, sergco0524@comcast.net
Date: 06/12/2019 3:09 PM
Subject: 43 Corey Street , Everett , MA

Sergio and Carlo,

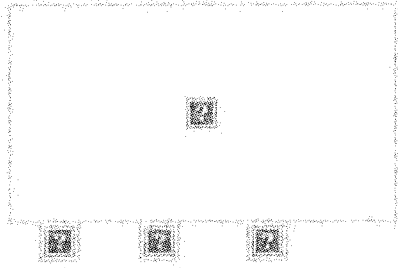
I have attached the proposal for ZBA approval process.

A fair amount of design goes into this segment and thankfully this can be used as a basis for the construction documents, once we gain approval.

I look forward to working with you on this historic home and making it an outstanding piece of architecture in downtown.

Let me know if you have any questions, we are ready to begin ASAP on the project.

Peter and Team



DESIGN PROPOSAL FOR ZONING BOARD OF APPEALS

This agreement made June 12th, 2019

By and between Carlo DiMaria and Sergio Cornelio

And Phoenix Architects, Peter L. Sandorse AIA, North Bay Place 9 Foster Street, Wakefield, Massachusetts, called the Architect. Whereas, the Client wishes the Architect to provide and design **New Construction Residential Units, Barn Renovation, and Principal Home Renovation**

Project Address: 43 Corey Street, Everett MA

The Client (signatory of this contract) and Architect agree as follows*:

Basic Services:

The architect will prepare a set of drawings (Described in phases below) for the project listed.

Design Phase:

1. The Architect shall develop a design program with the Client, which will define parameters and goals with respect to size, budget, functional relationships, desirable elements and architectural character.
2. The Architect shall prepare preliminary design drawings based on the program usually at a scale of 1/4" = 1'- 0" for review by the Client. All comments and changes shall be noted in writing.
3. The Architect shall prepare a set of final preliminary design drawings including first floor plan, second floor plan, front elevation and rendered elevation in preparing for Zoning Board of Approvals.

Zoning Board of Approval Phase:

1. The Architect shall develop graphic plans and rendering based on the Client's feedback from the design phase.
2. The Architect shall supply a presentation board with graphic plans and rendering to present and review at the Zoning Board of Approval meetings.
3. Attend meetings as required for the ZBA.

***After ZBA Phase is complete, a separate proposal for construction drawings will be prepared for Construction Drawings**

Compensation:

The Client shall pay the Architect in consideration for the services described herein, the following

Asbuilt:	\$1,750
Design Development:	\$4,250
Research and Meetings:	\$3,000
ZBA Graphics & presentation:	\$3,500
<hr/>	
TOTAL:	\$12,500

A retainer of \$3000.00 is required prior to the commencement of services. This retainer will be held and credited towards the final bill of the contract.

All payments can be made by cash, check or credit card. **Please note, credit card transactions will have an added processing fee of 3.5%.**

Billing is to be monthly after the completion of each phase. All charges by the architects are due when billed and shall be payable upon receipt. Payments due after 60 days shall be subject to interest at the rate of 1.5% per month. If invoice is unpaid after 90 days, the account will be sent to debt collection services and all collections fees will be paid by client. The architect's fee shall be absolutely due and payable whenever or not the proposed building is erected. Should the client desire the architects to cease work, and any phase of the architect proposed services have not been completed prior to the time the client notified the architects in writing to cease work, the work completed by the architects until such notice, shall be paid for by the client on the basis of the architects' regular hourly charge for the work. If at any time the scope of work exceeds the proposal above, the architect reserves the right to renegotiate fees for additional time or services.

Liability

The Architect's liability shall be limited to the services he is to perform hereunder or contained in any written amendment signed by both parties. The Architect shall not be responsible for any mistake or error contained in information furnished by the Client, and the Architect shall incur no liability whatsoever for any of his services performed on the basis of said information. Any errors resulting from incorrect information shall be the responsibility of the Client and shall not affect the Architect's rights to payment hereunder. The Architect shall not be responsible for any changes made to the drawings or construction without his prior written approval nor for construction methods, procedures or safety programs.

All original drawings, plans, specifications, and other material prepared by the architect shall remain the sole and exclusive property of the architects, and any reuse thereof shall be subject to approval of and with adequate compensation to the architects. The architects agree not to reuse these plans without the approval of the client. The architects reserve the right to utilize the drawings for marketing purposes and/or submit them for awards as well as the right to use all or part of the drawings produced as well as photos in advertisements or web publications.

Phoenix Architects

By: _____

By: _____

(Carlo DiMaria)

By: _____

(Sergio Cornelio)

Architect

Client(s)

Date:

Peter L. Sandorse AIA

EXHIBIT E

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Original Message -----

From: PFS Land Surveying <bryan@pfsland.com>

To: carlodemaria@comcast.net

Date: 06/17/2019 1:29 PM

Subject: 43 corey plan and invoice

Hi Carlo,

Attached is the plan of 43 Corey st and my invoice for the survey.
Please let me know if you have any questions.

Thanks,

Bryan Parmenter

PFS Land Surveying, Inc

20 Balch Ave

Groveland, MA 01834

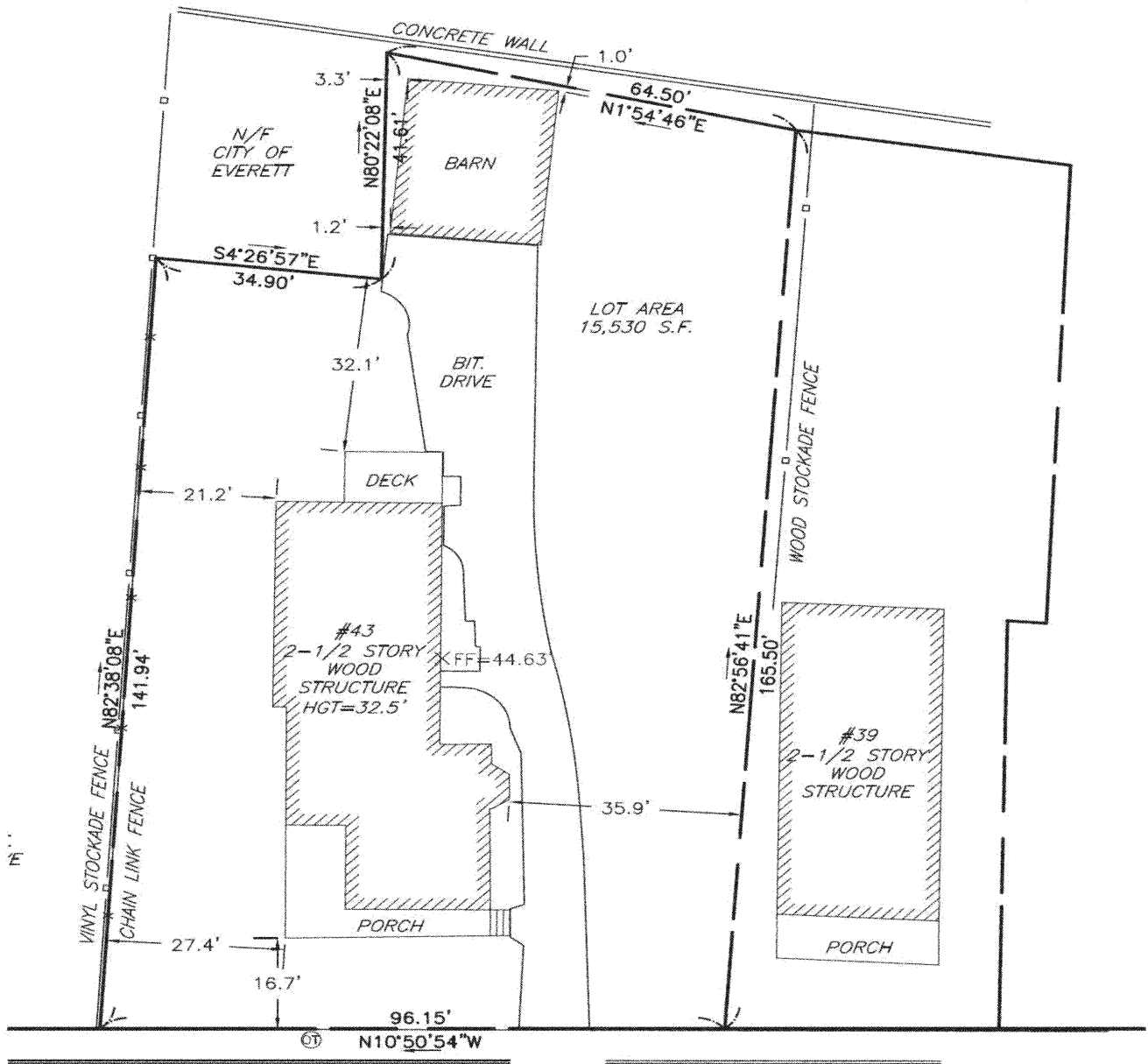
(978) 914-6298 (o)

(508) 446-0781 (m)

bryan@pfsland.com

www.pfsland.com

DEED REFERENCE: 69268/526
 PLAN REFERENCE: NONE



COREY STREET

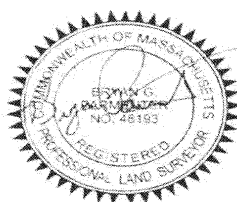
SMH
RIM=39.76'

General Notes

- 1) THE BOUNDARY AND EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY PFS LAND SURVEYING INC. IN JUNE, 2019.
- 2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED ON FIELD OBSERVATIONS AND INFORMATION OF RECORD. THEY ARE NOT WARRANTED TO BE EXACTLY LOCATED NOR IS IT WARRANTED THAT ALL UNDERGROUND UTILITIES OR OTHER STRUCTURES ARE SHOWN ON THIS PLAN.
- 3) THE LOT LIES ENTIRELY WITHIN THE DWELLING DISTRICT (DD) AS SHOWN ON THE "ZONING DISTRICT MAP OF EVERETT, MASSACHUSETTS". DIMENSIONAL REQUIREMENTS FOR A (DD) AT THE TIME OF THIS SURVEY ARE:



	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA.....	5,500 S.F.	15,530 S.F.	15,530 S.F.
MINIMUM FRONTAGE.....	50 FEET	96.15 FEET	96.15 FEET
MINIMUM FRONT YARD SETBACK.....	20 FEET	16.7 FEET	16.7 FEET
MINIMUM SIDE YARD SETBACK.....	4.0 FEET	21.2 FEET	21.2 FEET
MINIMUM REAR YARD SETBACK.....	25 FEET	32.1 FEET	32.1 FEET
MAXIMUM BUILDING HEIGHT.....	45 FEET	32.5 FEET	32.5 FEET
AVERAGE GRADE.....	2.5	2.5	2.5
LOT COVERAGE.....	30%	N/A	N/A
OPEN SPACE.....	50%	N/A	N/A
FAR (FLOOR AREA RATIO).....	40	N/A	N/A



PLAN OF LAND
 IN
 EVERETT, MASS.

43 COREY STREET

SURVEY BY:

PFS LAND SURVEYING, INC.

SCALE: 1"=20' DATE: 6/13/2019

PFS Land Surveying, Inc.
20 Balch Ave
Groveland, MA 01834
(508) 446-0781

Invoice #19-32

CARLO DIMARIA
75 Abbott Avenue
Everett, Ma 02149

Week Ending
6/14/2019

Description
Plan of Land
43 Corey St, Everett, MA

Fee
\$1,500

Deposit: \$0

Total: \$1,500

EXHIBIT F

[REDACTED]

[REDACTED]

[REDACTED]

Begin forwarded message:

From: sergco0524 <sergco0524@comcast.net>
Date: July 1, 2019 at 7:04:35 PM EDT
To: "David E. O'Neil" <oneildave@silversteinoneil.com>, Carlo DeMaria <carlodemaria@comcast.net>
Subject: LLC

Dave, can we get the LLC wrapped up for early next week do we can have everything ready when we close. Also, I should have everything for the bank soon so the appraisal can go through. Let me know what else you need from me or us.

Thanks,

Sergio

Sent from my Verizon, Samsung Galaxy smartphone

EXHIBIT G

August 20, 2020

Brian W. Riley
briley@k-plaw.comHon. Carlo DeMaria, Jr.
Mayor of Everett
Everett City Hall
Room 21
484 Broadway
Everett, MA 02149Re: Potential Conflict of Interest Issue –
Purchase of Real Property in Everett

Dear Mayor DeMaria:

You have requested an opinion pursuant to General Laws Chapter 268A, §22, the Conflict of Interest Law. According to the information provided, you are considering acquiring a financial interest, with others, in a parcel of commercially zoned real property in the Everett Square area. If you do so, there is a likelihood that you and the other owners would need to apply to the Board of Appeals and/or Planning Board for a special permit or other zoning relief in order to be able to develop the parcel. In addition, the subject parcel abuts an area for which the City is seeking proposals for an Urban Renewal Plan (URP) development. You have asked for an opinion as to how you can avoid any chance of inadvertently violating Chapter 268A if you choose to go forward with the purchase of or investment in this property, as well as how the URP issue could be implicated.

In my opinion, it would not violate Chapter 268A for you to acquire an interest in this parcel or to file with a City board or official in your own name to request a permit. In the event that you acquire an interest in the property under a different entity (a realty trust or LLC, for example), however, you would need to have an attorney or other representative handle any such application. You would also be prohibited from taking any action in your capacity as Mayor that would foreseeably affect your financial interest in the parcel.

Section 19

As Mayor, you are a “municipal employee” as defined at G.L. c.268A, §1 and you are subject to the prohibitions and restrictions of the statute. I note first that §19 prohibits participating in any particular matter in which you or your immediate family has a financial interest. In my opinion, it appears that there would be no circumstance, at least no reasonably foreseeable one, where the Mayor’s office would have any formal role in matters before the Zoning Board of Appeals, Planning Board or Inspectional Services Department regarding a privately owned parcel of real property. As a public official, you are not prohibited from interacting with City departments for

Hon. Carlo DeMaria, Jr.

August 20, 2020

Page 2

personal matters such as this parcel. Section 19 only prohibits you acting in your capacity as Mayor on matters in which you have a personal financial interest.

With regard to the URP, you should be aware that the State Ethics Commission states that when a municipal employee participates in a matter that involves real property that abuts or is otherwise close to his own property, there is a presumption that this will affect that municipal employee's financial interest. Therefore, you would be prohibited by §19 from participating, as Mayor, in the review or approval of a proposed URP project that would be abutting or adjacent to your property. You informed me, however, that if such a project does reach a stage where the Mayor might typically get involved, you could arrange for another City official that you do not appoint to handle that responsibility – for example, the City Councilor representing that ward or the chair of the Redevelopment Authority. This would avoid an issue under §19, in my opinion.

Section 17

Section 17 could be relevant to your situation, depending on how you acquire this parcel and/or present it to any City departments. Section 17(c) provides that no municipal employee shall:

act as agent or attorney for anyone other than the city or town or municipal agency in prosecuting any claim against the same city or town, or as agent or attorney for anyone in connection with any particular matter in which the same city or town is a party or has a direct and substantial interest. (emphasis added)

In my opinion, you are entitled to represent yourself before any City board or official, just as any other resident, and this is not considered to be acting as an “agent.” The State Ethics Commission holds, however, that if a municipal employee acts as a representative of another legal entity, such as a corporation, LLC or a realty trust, he is acting as the “agent” for such entity. This applies not just to physically appearing before a City board or officer, but signing applications, drafting correspondence or making phone calls as well. Therefore, to the extent that you acquire an interest in this parcel but it is held as one of these other legal entities, it is my opinion that you would need to have an attorney or other representative handle the application and hearing process in your place. As we discussed, you would intend to have an attorney handle any such contact or representation anyway, so as to avoid even an appearance of a conflict of interest. By avoiding any personal contact with City departments regarding this parcel, in my opinion, you would not be at risk of violating §17.

Section 23(b)(2)

Section 23(b)(2)(ii) provides that no municipal employee shall:

Hon. Carlo DeMaria, Jr.
August 20, 2020
Page 3

(ii) use or attempt to use such official position to secure for such officer, employee or others unwarranted privileges or exemptions which are of substantial value and which are not properly available to similarly situated individuals.

As stated above, it would not be improper for you to file an application in your own name with the Board of Appeals. Moreover, if you do acquire an interest in the parcel, you intend to avoid any contact with any City official involved in any proposed project on the parcel, many of which are appointed by the Mayor. Section 23(b)(2) is essentially based on an objective standard – i.e., it is violated when the official actually uses or attempts to use his office for an improper purpose. You have already committed to have your attorney or other representative handle any contact with City departments, so that would avoid violating §23(b)(2), in my opinion.

Section 23(b)(3)

Finally, you have asked whether there are any written disclosures that you should file to avoid a Chapter 268A violation. In my opinion, you would be advised to file a disclosure pursuant to §23(b)(3), the so-called “appearance” section. This section is worded so as to address actions that a municipal employee takes in his official capacity, as it prohibits the employee from acting:

in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion.

As discussed in detail above, you would not be taking any action in your capacity as Mayor in this regard, so it would not appear that you could be at risk of violating this section. Nonetheless, given your status as the City’s chief executive officer, it is possible someone could claim that there is an “appearance” of City officials being influenced concerning their acting on this parcel. As stated in the underlined sentence, however, such a conclusion is legally deemed unreasonable if the municipal employee has filed a written disclosure of the relevant facts. You may be advised, therefore, to file such a disclosure of your interest in the subject parcel, that it will be going through a permitting process through one or more City department, and that you will be taking no action and making no contact with City officials in your capacity as Mayor, with regard to either the subject parcel or any URP project that may be submitted in the area of the parcel. I have enclosed a blank copy of the State Ethics Commission’s §23(b)(3) disclosure form.

Pursuant to G.L. c.268A, §22 and 930 CMR 1.03, I am required to file copies of this opinion with the City Clerk and the State Ethics Commission. The Commission will have 30 days in which

Hon. Carlo DeMaria, Jr.
August 20, 2020
Page 4

to issue its own determination, either concurring or disagreeing with this opinion. If you have further questions in this regard, please feel free to contact me.

Very truly yours,

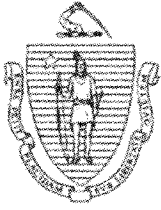


Brian W. Riley

BWR/cqm

cc: City Clerk
State Ethics Commission

EXHIBIT H



Commonwealth of Massachusetts STATE ETHICS COMMISSION

One Ashburton Place - Room 619
Boston, Massachusetts 02108

Maria J. Krokidas
Chair

David A. Wilson
Executive Director

August 25, 2020

BY EMAIL (briley@k-plaw.com)

Brian Riley, Esq.
KP Law
101 Arch St.
Boston, MA 02110

Re: Hon. Carlo DeMaria, Jr.
Mayor of Everett

Dear Mr. Riley:

Pursuant to the Commission's municipal advisory opinion regulation, 930 CMR 1.03(3), I have reviewed your opinion to Mayor Carlo DeMaria, Jr. dated August 20, 2020 regarding his acquiring a financial interest in a parcel of commercially zoned real property in Everett.

I generally concur with the conclusions set forth in your opinion, but would like to clarify two points. First, if the Mayor does acquire a financial interest in a parcel of commercially zoned real property in Everett, and an Urban Renewal Plan (URP) proposal in which he has a financial interest ever reached his desk, then he would be prohibited under § 19 from delegating to another city official the duty to handle the matter. EC-COI-94-5. In other words, delegating the matter to another city official would be considered participating in the matter. See EC-COI-98-1. In that case, the Mayor must consider whether an applicable statute or City Charter provision provides for a substitute official to perform these duties in place of the Mayor when he has a conflict of interest. Id. If not, then he could consider whether the rule of necessity applies. Id. The requirements for the Rule of Necessity are set forth in Advisory 05-05: The Rule of Necessity. In short, the Rule of Necessity only applies if the Mayor is legally required to act on a matter and is disqualified by a conflict of interest from acting, and there is no one else legally qualified to act on that matter. In that situation, the Mayor may invoke the Rule of Necessity to the minimum extent necessary to allow him to take the required action otherwise prohibited by the conflict of interest law, i.e. designating another person to carry out the required action. If there is not an applicable statute or City Charter provision that permits the Mayor to delegate his participation in an URP proposal when he has a conflict of interest and the Rule of Necessity

Brian W. Riley, Esq.

8/25/20

Page 2

does not apply, then he cannot designate another City official to act on his behalf with regards to the URP proposal.

Second, under § 17, if the parcel in which the Mayor has a financial interest is owned by an entity, such as a corporation or realty trust, then the Mayor would be prohibited from receiving compensation from the entity in relation to any particular matter in which the City has a direct and substantial interest. For example, he could not be paid by the entity to help prepare a permit application submitted to the City. EC-COI-87-31.

If you have any additional questions or need any further assistance, please do not hesitate to contact the Commission. Thank you.

Very truly yours,

/s/ Eve Slattery

Eve Slattery
General Counsel

cc: Hon. Carlo DeMaria, Jr. (by email - mayor@ci.everett.ma.us)
Sergio Cornelio, Everett City Clerk (by email - sergio.cornelio@ci.everett.ma.us)

EXHIBIT I

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Carlo DeMaria, Jr.
Title or Position:	Mayor of Everett
Agency/Department:	
Agency address:	Everett City Hall, 484 Broadway, Room 21, Everett MA 02149
Office Phone:	(617) 394-2270
Office E-mail:	mayor@ci.everett.ma.us
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	I recently acquired an ownership interest in a parcel of commercially zoned property adjacent to Everett Square. The owners may seek a special permit or other zoning relief from the ZBA or Planning Board, which may include seeking approval to convert the structure into multiple living units, pursuant to the current Zoning Ordinance. In addition, I intend to speak in favor of a recently proposed amendment to the Zoning Ordinance that would provide greater opportunities to property owners to convert their residential structures into smaller units.
What responsibility do you have for taking action or making a decision?	I do not have any formal role as Mayor in approving an amendment to the Zoning Ordinance unless or until it has been approved by the City Council, which would not likely occur for several months. I do support the proposed amendment and may address the Planning Board or other City officials regarding it. Whether or not the proposed amendment is ultimately approved, however, will have absolutely no effect on the zoning relief that I and the other owners intend to seek regarding the parcel described above.
Explain your relationship or affiliation to the person or organization.	See above.
How do your official actions or decision matter to the person or organization?	See above; any action I take as Mayor will have no effect on any real property in which I have an ownership interest.

2020
 EP 23
 A 10-35

Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	<i>Caleb D. Maria</i>
Date:	8/23/2020

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

Form revised July, 2012

EXHIBIT J

Everett Leader Herald

Weekly News for Everett MA and surrounding areas

\$96,000 Forced Payment to Mayor by City Clerk Raises Questions About Extortion Plot

Payment to Mayor Followed Threats Against Cornelio to Cut His Office Budget and To Ruin His Life



SEPTEMBER 7: Corey Street property. (Photo by Jim Mahoney)

LEADER HERALD STAFF REPORT

Everett's City Clerk Sergio Cornelio says Mayor Carlo DeMaria stole \$96,000 from him as a result of Cornelio's sale of a property at 43 Corey Street.

“When the mayor found out what I was going to receive from the sale of the property, he told me in no uncertain terms he wanted a piece of the action,” Cornelio revealed to the Leader Herald.

Cornelio told the Leader Herald he was badgered and bothered by the mayor for the payment to the point of it affecting his health and well-being.

“I gave up against the weight of his power over me and his threats to ruin me,” he told the Leader Herald.

Before the sale, Cornelio apparently met with two well-known local developers to measure their interest in buying the property from him.

“The mayor told one developer not to touch it if he wanted to do business with the city in the future.” He told the second developer, “This is my score. You are to have nothing to do with Corey Street. It is mine,” according to Cornelio.

The recent sale and dispersal of funds took place several weeks ago.

Cornelio says conveyancing documents, including a copy of the \$96,000 check – proceeds that went to the mayor – exist and prove the veracity of his allegati

and d

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sold for \$1.3 million and all financing obligations have been repaid, including a “hard money” \$250,000 loan from a Somerville businessman.

The new owner of the Corey Street property was allegedly brought into the deal by Mayor DeMaria.



SEPTEMBER 7: Corey Street Property. (Photo by Jim Mahoney)

Cornelio’s allegations about the mayor wanting in on his real estate investment stem from Cornelio’s purchase of the property for \$900,000 in 2020.

There are two structures on the property which is in excess of 15,000 square feet of land.

Cornelio was hoping to receive city approval to construct 40 units of apartment housing for the site, which abuts the city’s footprint for redeveloping Everett Square.

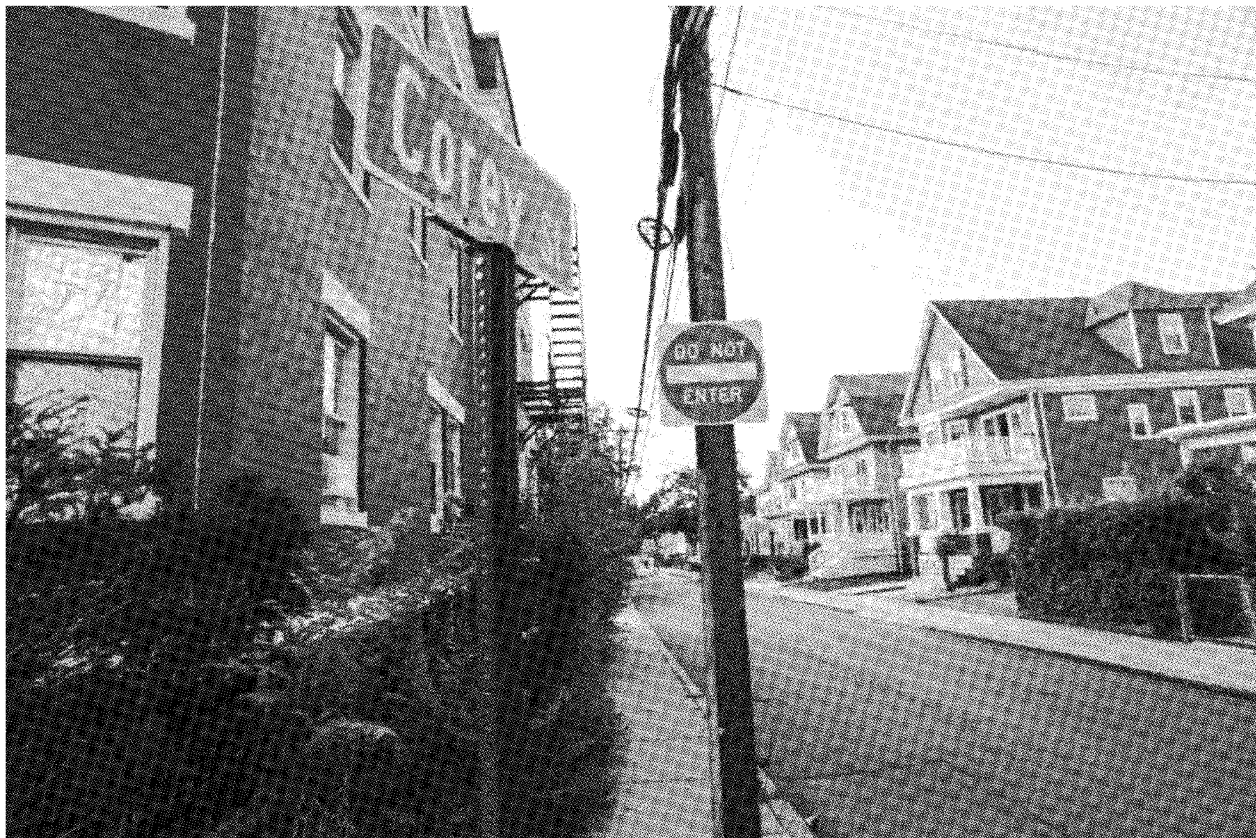
Cornelio insisted those plans were dashed by the mayor.

“He told me nothing would be developed on the site if he didn’t receive the \$96,000 payment. He also threatened to cut the city clerk’s office budget and place my future in jeopardy if I did not pay him,” Cornelio told the Leader Herald.

“The payment could draw the attention of the US attorney’s office in Boston and/or state and Middlesex County prosecutors,” said a local criminal attorney who wished to remain unnamed.

In, addition, Cornelio said the mayor had failed to make the proper legal filings with the State Ethics Commission about his involvement in the land sale and that he received \$96,000 as a result.

“I bought the property. I carried the property paying everything for a year and a half until I was nearly broke. The mayor never contributed a dime,” he told the Leader Herald.



Corey Street. (Photo by Jim Mahoney)

Efforts to identify a Corey Street LLC with the mayor’s name on it could not be found on record in the Secretary of State’s Office.

Cornelio indicated a second LLC had been written up to guarantee an interest to the mayor in the distribution of the proceeds.

He believes the LLC might not have been filed officially, but rather, was used to secure the mayor’s interest in the LLC so the payment could be facilitated to him through a

check cut from the LLC account to another account the mayor controls for deposit or directly to the mayor by name.

“The mayor got paid. It cannot be hidden. The mayor got \$96,000 of my funds and I want it back,” he said.

“The mayor’s behavior toward me was outrageous and illegal. I should not have been threatened by the mayor to make a payment to him for a real estate deal he had nothing to do with.”

The Leader Herald reached out to the mayor for comments about the \$96,000 he apparently received at Cornelio’s expense.

The mayor did not respond to the Leader Herald’s request.

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📅 September 8, 2021 👤 leaderstaff 📁 All 🔖 Corruption, Everett MA, Everett News, Mayor Carlo DeMaria, Sergio Cornelio



EXHIBIT K

Everett Leader Herald

Weekly News for Everett MA and surrounding areas

Mayor moves to oust Cornelio

After taking \$96k from city clerk in real estate deal

By JOSH RESNEK

The mayor and his cabal of relatives and hired guns are plotting to have City Clerk Sergio Cornelio removed from his office.

Cornelio's election as the president of the City Clerk's Association of Massachusetts – an award given for only the most outstanding clerk – will not mitigate the mayor's effort to have Cornelio removed.

The effort is already underway, according to a wide variety of sources.

The mayor and his closest supporters and the holders of his secrets claim Cornelio is a traitor, that "he has left the nest," by coming out publicly in order to recover the \$96,000 the mayor recently took from him.

It was revealed last week that Cornelio was forced and coerced to pay the mayor \$96,000 as a result of the sale of Cornelio's wholly-owned property on Corey Street.

Until the time o



Corey Street property. (Photo by Jim Mahoney)

Southern Middlesex Registry of Deeds.

Two local developers were told to stand aside by the mayor when they expressed an interest in buying the property from the city clerk, sources said.

The mayor did not contribute a dime to the purchase, the maintenance or the interest and principal payments Cornelio was required to make for a year and a half – an experience which left him in debt.

Those developers and potential buyers would have nothing to do with purchasing the property after the mayor apparently made it abundantly clear to each of them that “this is mine.”

Cornelio has secured legal counsel to represent him against the mayor, according to sources who wished to remain unnamed.

At the same time, the mayor is allegedly using his cousin, Councilor Anthony DiPierro, to lead the charge for a possible city council vote to remove Cornelio from his job.

Such an act of retaliation by the mayor would be consistent with the mayor’s public and private efforts to ridicule the city clerk following revelations that the mayor coerced him into ap

Last week, DiPierro apparently led an effort to reduce Cornelio’s oversight of the coming primary as required by his statutory duties as the city clerk.

No city official has commented on this situation. However, both the mayor and the police chief issued orders for increased oversight because of Cornelio’s absence after a visit to the city clerk’s office.

Cornelio is on maternity leave.

The mayor continues his effort to be considered the aggrieved party by Cornelio.

Cornelio revealing the mayor’s dealings to secure a \$96,000 payment from him is perceived by the mayor as Cornelio trying to hurt the mayor, not the mayor trying to hurt Cornelio.

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September 15, 2021 leaderstaff All Corruption, Everett MA, Mayor Carlo DeMaria



EXHIBIT L

Everett Leader Herald

Weekly News for Everett MA and surrounding areas

The \$96,000 Disgrace

The allegations made by City Clerk Sergio Cornelio against the mayor have a solid ring of truth. Revelations that the mayor recently received \$96,000 of Cornelio's



MAYOR DEMARIA

money after threatening Cornelio's financial well-being with the possible loss of his job, as well as a threat to cut the city clerk's office budget, unless Cornelio gave him the money is one more reason for voters in this city to remove Mayor Carlo DeMaria from public office.

What the mayor did to Cornelio, threatening him, demanding money from him, receiving \$96,000 from him for nothing but to satisfy the mayor's greed, is a crime against Cornelio, a disgrace for the office of mayor of Everett and it is an abuse of his position, his authority, and his power as the mayor of the city.

The mayor could do such a thing with any number of people who are scared, indeed, petrified they could lose their jobs unless they satisfied his whims.

The mayor's payment from Cornelio for \$96,000 is a dark moment in mayoral history here.

This kind of rip-off done by the mayor privately, and quietly against an unwilling, honest, devoted high-ranking public official is an outrage.

The mayor's rip-off of Cornelio is illegal, unethical, and way out of bounds by any standard of a fair measure.

We applaud Cornelio for his willingness to speak out against great odds about the mayor's greed and wrongdoing in this instance.

Cornelio has described being threatened and badgered by the mayor to hand over \$96,000 of his money to the mayor or else.

We believe the US Attorney's Office and the Middlesex County District Attorney's Office should review the details of Cornelio's assertions.

And the State Ethics Commission should review whether or not the mayor reported the transaction as required by the law.

The IRS should investigate whether or not the mayor paid taxes on the \$96,000 windfall or that he reported it.

We have detailed how the mayor is an FBI informant, that he signed a proffer -

ow

Maybe now the criminal attorney on the mayor's campaign pay- roll for the past three years will be called upon to defend him for grabbing \$96,000 from the city clerk.

What Mayor DeMaria did was wrong.

It was illegal.

Cornelio should get his money back and the mayor should be prosecuted.

It is time for the good people of Everett to stand up and to put to an end this type of thuggery and greed by Mayor Carlo DeMaria. This incident alone is a black mark against his mayoralty that cannot be lived down.

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 September 10, 2021  leaderstaff  All, Editorials  Corruption, Editorials, Everett MA



EXHIBIT M

Everett Leader Herald

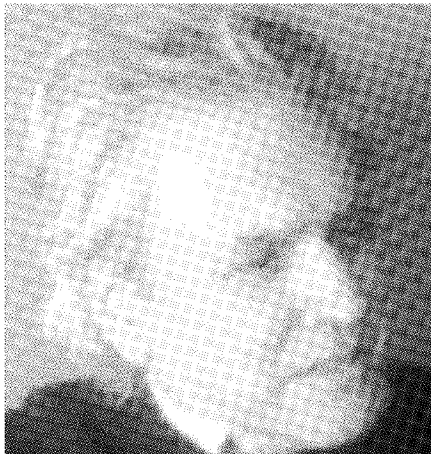
Weekly News for Everett MA and surrounding areas

— Eye on Everett —

“What a day it was. It was like the longest day”

– The mayor’s Blue Suit talking with Josh Resnek

By **JOSH RESNEK**



Tuesday was primary day.

The mayor’s Blue Suit and I drove all around to the polling places, checked out the various headquarters, and tried to feel the karma of the day.

In some primary elections, you are able to feel the energy and the vibrancy of local politics.

Yesterday, we tried to feel the day for what it was. Right from the beginning, it was hard to do.

First of all, there didn’t seem to be much energy around the city except for the politicians and their supporters.

That makes sense.

At this time in our national history, politics and primaries aren’t exactly what they used to be.

Participation has plunged. Numbers of voters coming out have taken a dive.

Primaries, and even some elections, have become things unto themselves.

“What does that mean, Josh?” the Blue Suit asked me.

“People just don’t care as much anymore. That’s what it means. Vote totals are lower than expected or slightly higher but with very little variation,” I answered.

We were driving around the city going from polling place to polling place.

“You see all those people holding DeMaria signs?” the Blue Suit asked.

Yes. So what?” I replied.

“Well, most of them are not from Everett. They were brought in by the mayor to hold signs on streets corners.”

In Everett Square, Capone signs dominated. They were all held by Capone supporters from Everett in an obvious sign of how different a grassroots campaign can be from the mayor’s campaign – which relied on money and city employees to do the horrible tasks of holding signs, going door to door, making contributions and on and on.

At the moment we took off out of the square a truck with a big Gerly Adrien sign drove by.

That truck was sent on a trip all over the city by Adrien’s forces.

Capone’s headquarters in Sal Sacro’s building in Everett Square was crowde

“Who does a small vote favor. Who does a larger vote favor?” I asked the Blue Suit.

“I don’t think it favors any one candidate. In fact, it puts all three candidates at the same disadvantage. Or, if you want to be a contrarian, it favors all three candidates,” the Blue Suit answered.

“Touché, my friend. That was a great answer. So what do we know about the outcome of the mayor’s race at this moment?” I asked the Blue Suit.

The Blue Suit lit a Marlboro and took a deep inhale, letting it out slowly.

“We know absolutely nothing about then outcome right now,” he answered.

“Another great answer,” I said to him.

“What do we know for sure about the mayor right now. What is he doing right now?” I asked the Blue Suit.

“Wherever he is he’s biting his nails. He’s worried. I think he’s justified in being worried this time around,” the Blue Suit added.

“Why is that?” I asked.

“For 14 years he’s never had an ounce of uncertainty about being re-elected. This time is different. At least it feels different,” the Blue Suit said.

“How so?” I asked.

“In this campaign,

-

Activity was sparse throughout the city.

In many respects, it seemed like just another day. “They’ll all be voting when they get back from work after 5:30 p.m.,” the Blue Suit added.

“Are you sure about that? Many people don’t go to the office anymore. “They remain at home working from home. I don’t think the big rush is going to happen. Oh yes, there will be a bit more voting activity but overall, this primary isn’t going to set any vote records,” I answered.

“How do you think the mayoral battle finishes in this primary?” I asked the Blue Suit.

“That’s a tough one,” he answered.

“I don’t really have a solid idea about the outcome. So many people I talk with have given me so many possibilities that I find myself completely befuddled,” the Blue Suit added.

“What do you think, Josh?” he asked me.

“Here’s what I’d like to happen. Mind you, I don’t know or even believe this is going to happen, but in a perfect world I’d have Capone and Adrien winning positions for the finale and the mayor boxed out.”

“You can’t really believe that Josh, can you?”

“Yes, I ca

“It’s all over at about 8:30,” I said to the Blue Suit before he walked away from my Honda Fit.

“Let’s discuss it when you have the results,” he said to me. “Fair enough. I’ll give you a call,” I said.

At about 8 p.m. I entered city hall on primary night.

The rest, you can all read on the front page of this edition.

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EXHIBIT N

Everett Leader Herald

Weekly News for Everett MA and surrounding areas

— Eye on Everett —

Revelations we cannot quite believe about the mayor...but they are all true

“Take off your shirt, DeMaria ordered. “I hate that shirt on you.”

– Josh Resnek reading to the mayor’s Blue Suit from an official Revere Police Report

By **JOSH RESNEK**



When the Blue Suit got into my Honda Fit Tuesday afternoon in Glendale Square I told him straight out, “You’re not going to believe the stuff I’m about to read your seat belt.”

“What’s this about? Tell me everything. I want to hear it.

I think I know what you’re getting to. I’ve heard some things about a certain incident, but no one has ever given me details. Carlo tends not to talk about the bad

stuff,” the Blue Suit said to me.

“Come on, Josh. What is it?”

“It’s about Carlo’s behavior with one of his employees as detailed in extensive police report I have about the incident,” I said to the Blue Suit.

The Blue Suit smiled.

“Come on then. Bring it on,” he said to me.

“Let me begin by telling you and our readers this is from the signed police report that led to a criminal hearing in Chelsea District Court. Here’s the story.”

Carlo requested that a female employee working at his Winthrop donut shop should report to the Revere donut shop. She thought this was strange. But she went along with it.

She reported to work at 8:30 a.m., Carlo and his aunt were present inside the donut shop. Carlo’s aunt left the store. Carlo and the employee, called Ms. Doe in the police report, were left alone inside the store.

The following is directly from the report:

“IT WAS AT THIS TIME, MR DEMARIA EMERGED FROM THE OFFICE TO THE FRONT COUNTER AND SAID TO MS DOE “I HATE THAT SHIRT ON YOU...I HATE HOW IT LOOKS ON YOU...I WANT TO CUT THE SHIRT.” MS DOE REPLIED THAT THIS WAS HER UNIFORM SHIRT AND THAT IF HE DID NOT LIKE IT’S APPEARANCE SHE WOULD TUCK IT IN BUT THAT HE COULDN’T CUT IT DOWN BECAUSE IT WAS HER ONLY SHIRT. MR DEMARIA RETURNED TO THE OFFICE AND BAKERY AREA OF THE STORE.”

“What’s wrong with Carlo wanting to cut her shir

u

HAVE BEEN TWO CUSTOMERS SEATED AT A TABLE DURING THIS TIME. MS DOE FOLLOWED MR DEMARIA BACK INTO THE BAKERY AREA, WHICH IS OUT OF VIEW.”

“MS DOE STATED THAT MR DEMARIA GRABBED HOLD OF HER WRISTS AND BEGAN PULLING HER TOWARDS HIM IN ORDER TO KISS HER. AS MR DEMARIA’S FACE CAME CLOSE, MS DOE TURNED HER HEAD AWAY TO THE RIGHT. DEMARIA THEN NUZZLED AGAINST MS DOE’S FACE AND NECK AREA. DEMARIA THEN ASKED MS DOE TO “TOUCH HIM THERE (REFERRING TO HIS GENITAL AREA).” MS DOE REPLIED “NO”. DEMARIA THEN TOOK A FIRMER GRIP ON MS DOE’S RIGHT WRIST AND GUIDED HER RIGHT HAND TO HIS GENITAL AREA, WHICH WAS CLOTHED UNTIL HER HAND WAS PLACED AGAINST HIS P...S. WHEN MS DOE TRIED TO PULL HER HAND AWAY, DEMARIA WOULD TIGHTEN HIS GRIP. AS A RESULT, MS DOE FELT SHE HAD NO CHOICE BUT TO LEAVE HER HAND AGAINST HIS P...S. MS DOE STATED THAT SHE BEGAN TALKING ABOUT MR DEMARIA’S WIFE, WHICH CAUSED HIM TO LOOSEN HIS GRIP ENABLING HER TO BACK AWAY AND GO TO THE FRONT OF THE STORE. MS DOE STATED THAT TWO CUSTOMERS SITTING AT THE TABLE SAW HER COME OUT OF THE BACK AND LEFT SHORT- LY THERE

“What did the police do?” the Blue Suit asked me.

“They advised the woman of her employee rights. They advised her to call the police if there were any further incidents. The report was signed by Revere Police Sgt. Carey and Detective LaVita.

“What happened next?” the Blue Suit wanted to know.

“Next week my friend. Next week I’ll lay it all out for you,” I told him.

“It’s all about what it says on Carlo’s signs. It’s all about proven leadership.”

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September 15, 2021 leaderstaff All Everett MA, Josh Resnek, Mayor Carlo DeMaria, The Blue Suit

