

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, JULIE A DEFURIA,)
JOHN J. GUSHUE, DENISE GUSHUE, ROBERT J.)
KOWALEWSKI, JR., PATRICK T. O'REGAN, JR.,)
CECILY ANNE O'REGAN, AND VALERIE A.)
SAFFRON,)
Plaintiffs)
)
v.)
SEACOAST SHORES ASSOCIATION, INC.,)
Defendant)

**DEFENDANT'S OPPOSITION TO
PLAINTIFFS' SECOND MOTION TO AMEND COMPLAINT**

The Court should deny the plaintiffs' second Motion to Amend the Complaint because the proposed amendment would be futile and permitting the amendment would be unduly prejudicial to the defendant, Seacoast Shores Association, Inc. ("SSAI"). The plaintiffs' Motion to Amend is an attempt to support a future motion for class certification – a standard that the plaintiffs will not meet. Therefore, the proposed amendment would serve no purpose and do nothing to advance the case, at the expense of SSAI's and the Court's resources. The proposed amendment to clarify that one plaintiff owns certain property in trust is immaterial and entirely irrelevant to the issues presented in this action. As there exists good reason for the Court to deny the plaintiffs' second Motion to Amend, the Court should deny it.

FACTUAL BACKGROUND

The named plaintiffs each own property in the Seacoast Shores development in Falmouth. The chain of title for each plaintiff's respective lot includes a grant from a developer, non-party Sailcoast Shores, Inc. ("Sailcoast"), which includes the following language: "The

Grantee shall have the right to use and enjoy, in common with other owners of the property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the Grantor on said Seacoast Shores.”

SSAI was formed, in 1951, “[t]o maintain and promote the social and civil welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores . . .”¹ In or about 1952, Sailcoast conveyed certain property to SSAI. The deeds state: “The above premises are conveyed subject to the use of said premises for recreational purposes only and no building . . . shall be erected . . . other than a clubhouse, . . . to be used for the purposes as set forth in the Charter granted to the grantee from the Commonwealth of Massachusetts only.”

Sailcoast’s grant of property to SSAI to build a clubhouse “to be used for the purposes set forth in [SSAI’s] charter,” is the only evidence of Sailcoast “establishing” the “recreation areas” which are referenced in the house lot deeds and which may be used only in accordance with SSAI’s charter. Other grantors conveyed the beaches and rights-of-way to SSAI in 1976 and 1981. Over more than seven decades, SSAI has raised funds from the homeowners to maintain the recreation areas, beaches, and rights-of-way, and to cover related expenses, including taxes and insurance.

All Seacoast Shores homeowners are legally obligated to pay annual dues to SSAI to support the property maintenance that SSAI performs for their benefit. However, only a portion of the deeds include express language obligating homeowners to contribute. Over the decades some have paid annual dues while others have not. SSAI’s reluctance to resort to the courts

¹ There is additional language stating the corporation may build a clubhouse for the use of its members.

meant that the dues were paid voluntarily. SSAI's "members" are the homeowners who pay the annual dues.

In the 2000s and 2010s, SSAI raised funds for the design and construction of a new clubhouse facility to replace the existing clubhouse, which was in disrepair and stood largely unused. The new clubhouse was eventually constructed and opened in June 2012. Unlike the old clubhouse, the new clubhouse includes a kitchen, restaurant, and bar, as well as a pool and sports court. To the extent SSAI members had a right to access the old clubhouse for the annual meeting and the few social events that occurred in the years immediately before it was torn down, they retained that same right with respect to the new clubhouse. SSAI members also may use the restaurant and bar in the shoulder months of May, June, September and October – a benefit not available at the old clubhouse

To access the clubhouse pool, sports court, clubhouse restaurant and bar in July and August, members must: (i) make an initial one-time investment (otherwise known as purchasing an "Investment Share"); (ii) commit to pay SSAI's annual dues on an ongoing basis; (iii) pay clubhouse membership fees; and (iv) record, at the registry of deeds, a certificate memorializing their agreement with SSAI.² Any homeowner in the community may become a member of the association by paying annual dues, and they may also make the initial clubhouse investment, record the certificate, and become a clubhouse member. Upon recording of the certificate, the right to join the clubhouse runs with the land.

² As a practical matter, those who have not yet recorded a certificate but have satisfied the other requirements are allowed the same access as those who have recorded a certificate.

Importantly, annual association dues and clubhouse membership fees are distinct. Annual dues paid to SSAI do not subsidize clubhouse operations. Instead, club membership fees and the clubhouse's revenues fund the clubhouse operations.

In this context, SSAI homeowners presently fall into various categories. Many use the clubhouse, beaches, and rights-of-way, but some do not. Approximately 288 members have purchased Investment Shares. Approximately 255 of those have recorded a certificate at the registry; the remaining 33 Investment Share members have not recorded the certificate. Every year there are also between 106 and 140 resident families who pay annual dues but have not purchased an Investment Share. These numbers vary from year to year as new members join and others decline to renew. Approximately 371 homeowners have not paid anything in the last 10 years, although many of these homeowners use the beaches or the rights of way. See Exhibit A, Affidavit of SSAI President Daniel Frawley.

Several years ago, a very small minority of homeowners formed Friends of Seacoast Shores, Inc. ("FOSS") to organize homeowner opposition to payment of annual dues. FOSS was the original plaintiff in this litigation, commencing the action in 2024. The Court eventually dismissed FOSS's claims for lack of standing because FOSS itself is not a property owner. Since that time, eight of FOSS's individual members have been added as plaintiffs. Those eight plaintiffs include four SSAI Investment members who have not recorded their Investment Certificate; three former association members who have not paid any Association dues or fees in the past 10 years; and Mr. Robert Kowalewski who has paid Association dues in the past but does not pay any longer.

PROCEDURAL BACKGROUND

The original plaintiff, FOSS, filed its complaint on February 1, 2024. On April 9, 2024, in response to SSAI's motion to dismiss, FOSS filed an amended complaint adding individual plaintiffs. On June 27, 2024, SSAI renewed its motion to dismiss, addressing the amended complaint, which FOSS opposed. On June 28, 2024, FOSS filed a motion for class certification over SSAI's opposition. A hearing on the motions was scheduled for August 2024, but the Court continued the hearing to allow the parties time to participate in judicial mediation. However, the mediation never occurred.

On September 24, 2024, SSAI filed a motion to schedule a hearing on its motion to dismiss the amended complaint. On October 1, 2024, before the hearing occurred and over SSAI's opposition, FOSS moved to further amend its complaint to include class action allegations. After the November 5, 2024, hearing, the Court issued a March 6, 2025, ruling denying FOSS's motion to amend and dismissed several claims, including all of FOSS's claims and the claims regarding SSAI's sale of liquor, and allowing some claims of the individual plaintiffs to go forward. On April 9, 2025, SSAI answered the amended complaint's remaining claims, and asserted counterclaims. SSAI served interrogatories upon the individual plaintiffs on April 23, 2025. The plaintiffs have not yet filed answers to SSAI's counterclaims.

SSAI's counterclaims include claims against each individual plaintiff for unpaid annual dues, based on various theories, including a title-based theory (Count I), common scheme and equitable servitude (Count II), breach of express contract (Count III), breach of implied-in-fact contract (Count IV), and unjust enrichment (Count VI). SSAI's counterclaims also include claims against plaintiffs John J. Gushue, Denise Gushue, Patrick T. O'Regan, and Cecily Anne O'Regan, for breach of contract (Count V), and breach of the implied covenant of good faith and

fair dealing (Count VII) with respect to the Gushue's and O'Regan's respective agreements to invest in the construction of the new clubhouse.

On May 7, 2025, the plaintiffs served a motion to dismiss SSAI's counterclaims. This motion and SSAI's opposition were filed on June 3, 2025. The July 10, 2025, hearing was continued. In the months that followed the denial of the plaintiffs' motion to create a class action and dismissal of much of their complaint, the plaintiffs waged a campaign in the Seacoast neighborhood to raise funds and to add people to the list of plaintiffs in this matter. See Exhibit B, Affidavit of Andrea McCarthy. Perhaps suggesting that these efforts were futile, the plaintiffs' current motion does not seek to add any new plaintiffs to the complaint.

The plaintiffs' present motion to amend again proposes a class action that sets forth essentially the same claims as the existing Amended Complaint. To dodge this Court's prior denial of leave to amend the complaint to proceed as a class action, however, the plaintiffs now define the proposed class as:

Those persons or legal entity that currently owns residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts, that have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members.

According to the plaintiffs, "designated Clubhouse Investment Members" mean homeowners who have recorded an investment certificate at the registry of deeds. In other words, the proposed class includes: (1) those who are not members of SSAI; (2) SSAI Association Members who have not purchased an Investment Certificate; and (3) SSAI members who have purchased an Investment Certificate but have not recorded their Certificate at the registry of deeds.

The proposed amended complaint seek a declaration that the plaintiffs have no obligation to pay any amount whatsoever in annual dues.

LEGAL STANDARD

Generally, leave to amend should be freely granted. See Castellucci v. United States Fidelity and Guaranty Company, 372 Mass. 288, 289 (1977) see also Mass. R. Civ. P. Rule 15(a). But this general rule is subject to several exceptions. Leave to amend should be denied, for example, where there is “undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.” Shaw v. Siegel, 13 Mass. App. Ct. 258, 263 (1982) (quoting Foman v. Davis, 371 U.S. 178, 182 (1962), Castellucci v. United States Fidelity and Guaranty Company, 372 Mass. 288, 289 (1977)). The Court should deny the plaintiffs’ second Motion to Amend the Complaint because the proposed amendment would be futile and permitting the amendment would be unduly prejudicial to the defendant.

SUMMARY OF THE ARGUMENT

The Court should deny the plaintiffs’ second motion to amend for four reasons.

First, the proposed second amended complaint would be futile. The entire purpose of the amendment is to set the stage for class certification. But even if the Court allows the amendment, the plaintiffs cannot ultimately satisfy all the requisite elements of class certification outlined in Mass. R. Civ. P. 23. As such, the proposed amendment would be futile.

Second, the proposed amendment would not cure any pleading defect. The allegation that one of the plaintiffs holds title to property as a trustee is irrelevant to the issues presented.

Third, the proposed amendment would be unduly prejudicial to the defendant. The allegations seek to revive the plaintiffs’ claim that SSAI is not allowed to serve alcohol on the premises. That has been dismissed for cause. It follows that the amendment would accomplish

nothing more than forcing the parties and the Court to spend time and resources on a complex – and ultimately pointless – motion practice.

Fourth, the proposed amendment reflects the plaintiffs' dilatory and bad faith motives. Even though this lawsuit was initiated nearly 18 months ago, the case is still in the pleadings stage. This is because the plaintiff have sought to amend the complaint time after time, asserting facially insufficient claims and futilely attempting to create an unwanted representative action that is not recognized at law. Permitting the plaintiffs to continue to engage in such conduct would be to hold this action hostage indefinitely in the pleadings stage. This Court should rebuff the plaintiffs' machinations and allow the case to go forward on the pleadings as they now exist.

I. It Would Unduly Prejudice SSAI to Extend Further the Pleading Stage After the Plaintiffs Have Already Repeatedly Filed Deficient Complaints

This litigation is costly for SSAI, a non-profit organization. For SSAI's adversaries, the imposition of such costs is a victory in itself. In this regard, the history of this litigation suggests the pleading stage is the plaintiffs' preferred battleground, and their inability to present a durable initial pleading functions as a mode of attack. After SSAI incurred costs opposing the original complaint, the plaintiffs filed an amended complaint. After SSAI incurred costs developing a motion to dismiss the amended complaint, the plaintiffs moved for class certification. After SSAI incurred costs opposing such motion for class certification, and after the original plaintiff's claims were dismissed in their entirety, SSAI incurred costs developing its answer to the amended complaint, which consists of 175 paragraphs, as well as complex *compulsory* counterclaims. Then, SSAI incurred costs developing the present opposition to the plaintiffs' *fourth* proposed complaint. Every time the plaintiffs change their legal strategy to cure prior deficiencies, SSAI is required to incur the costs of responding, and disposition on the merits is further delayed. The defendants' pending efforts to conduct discovery through interrogatories

and document requests will be disrupted if the playing field is altered yet again. Meanwhile, the plaintiffs are operating in bad faith, as they are aware that the proposed class includes approximately 150 SSAI members families. See Exhibit C, Affidavits of SSAI Members.

II. The Proposed Class Certification Amendment Would Be Futile as the Plaintiffs Will Fail in Obtaining Class Certification

A. Standard for Class Certification

A party seeking class certification “must show first that the interests of the representative party will not conflict with the interests of any of the class members.” Andrews v. Bechtel Power Corp., 780 F.2d 124, 130 (1st. Cir. 1985); see also Holzman v. General Motors Corp., 2007 - MBA-497 (Mass. Super. Nov. 6, 2007) (“All class members need not be identically situated upon all issues, so long as their claims are not in conflict with each other.”) citing In re Ford Motor Co. Ignition Switch Prod. Liab. Litig., 174 F.R.D. 322, 340 (D.N.J. 1997).

A plaintiff seeking class certification must show that: (1) the class is sufficiently numerous to make joinder of all parties impracticable; (2) there are common questions of law and fact; (3) the claim of the named plaintiff representative is typical of the claims of the class; and (4) the named plaintiff will fairly and adequately represent the interests of the class. Mass. R. Civ. P. 23(a). Kwaak v. Pfizer, 71 Mass. App. Ct. 293, 297-98 (2008). Additionally, a plaintiff must show that common questions of law and fact predominate over individualized questions, and that the class action is superior to other available methods for fair and efficient adjudication of the controversy. Mass. R. Civ. P. 23(b). Kwaak, supra, 297-98 (2008). The class must also be ascertainable Marquis v. Google, Inc., No. 11-2808 2014 WL 12654874, at *9 (Mass. Super. Ct. June 19, 2014).

A plaintiff bears the burden of providing information sufficient to enable the judge to form a reasonable judgment that the class meets the requirements of Rule 23. Weld v. Glaxo

Wellcome Inc., 434 Mass. 81 (2000). This burden must be construed within the framework of the broad discretion judges have to grant or deny a motion for certification. Id. at 84-85; see also Salvas v. Wal-Mart Stores, Inc., 452 Mass. 337, 361 (2008) (“A judge has broad discretion to certify or decertify a class”). The predominance and superiority requirements, in particular, necessarily require the exercise of a high degree of discretion. Carpenter v. Suffolk Franklin Sav. Bank, 370 Mass. 314, 318-19 (1976).³

B. There Is No Basis to Find That the Existing Named Plaintiffs Will Fairly and Adequately Protect the Interests of the Class

The individual plaintiffs would not be adequate class representatives because their views and interests are not aligned with those of the entire group of putative class members. See Exhibit C. These conflicting viewpoints place groups of the same potential class entirely at odds with each other – a small group who believe SSAI homeowners have a right to use the beaches, the rights-of-way, and the clubhouse, without a corresponding obligation to pay for the maintenance of such property, and the larger group which aligns with SSAI and knows there exists an obligation to pay. Such a conflict would defeat class certification because it would render the named plaintiffs unable to serve as adequate class representatives. As the proposed class would include SSAI members, the plaintiffs are effectively proposing to have SSAI sue itself.

³ Denial of class certification is subject to a deferential abuse of discretion standard of review, meaning the ruling must be upheld unless it was “arbitrary, unreasonable, or capricious.” Weld, 434 Mass. at 85. “An abuse of discretion occurs when . . . a judge grants class status on the basis of speculation or generalization regarding satisfaction of the requirements of rule 23, or denies class status by imposing, at the certification stage, the burden of proof that will be required of the plaintiffs at trial.” Id. (citing Bucchierre v. New England Tel. & Tel. Co., 396 Mass. 639, 641 (1986), Blackie v. Barrack, 524 F.2d 891, 901 n. 17 (9th Cir. 1975)).

For example, the plaintiffs propose to represent the 100-139 families that are not Clubhouse members but pay annual dues to SSAI every year. There is no reason to infer the proposed class action would serve the interests of these families. In fact, such members would be more inclined to support SSAI's counterclaims because SSAI's annual dues are inversely proportional to the number of homeowners who pay them. In other words, if everyone paid as they should, then the amount due from each homeowner would be lower than it is now, but every homeowner would receive the same benefit they receive now.

Next, the plaintiffs propose to define the class to include 33 families who contributed to the construction of the new clubhouse, paid annual dues as well as clubhouse membership fees, and have used the new clubhouse, but nevertheless belong to the class for the sole reason that they have not yet recorded a certificate at the registry to memorialize their investment. There is no basis to infer it would serve such homeowners' interests to obtain a declaratory judgment that SSAI lacked authority to construct the clubhouse, or a declaratory judgment that those who do not pay clubhouse fees are entitled to equal access to the clubhouse. It makes sense to infer the opposite, in fact. Class members should not have conflicting interests, but the plaintiffs' proposed class would clearly encompass those whose interests conflict with the plaintiffs' claims.

In addition, the Court should consider the lack of a connection between the proposed class and the plaintiffs' proposed Count II, which seeks declaratory judgment interpreting the homeowner's association clause ("HOA clause") in the first ten deeds granted for house lots in the community. The individuals with the greatest interest in that claim would be owners of homes that include those first ten deeds in their chain of title. However, none of the existing plaintiffs own homes that include that clause in their chain of title.

Even assuming the plaintiffs have a chance at succeeding against SSAI for their own claims, the plaintiffs cannot fairly represent the proposed class because their claims, if proven, would eliminate SSAI, and eliminate any source of financing, leaving no viable means to manage the common-interest property. The creation of a new system to manage property owned by SSAI is beyond the jurisdiction of this Court. As a factual matter, some members of the proposed class pay annual dues to SSAI, while others are not SSAI members and use the beaches and rights-of-way without paying anything at all. However, any reasonable replacement system would likely require that all homeowners pay for benefits some currently enjoy for free. There is no reason to imagine replacing the present system would serve the interests of any group within the proposed class.

Aside from the fact that no theory of the case benefits the potential class in its entirety, class certification would raise the stakes of this litigation dramatically and would pose an existential threat to SSAI, which relies on annual dues to provide necessary services to its members. If the present litigation defunds SSAI, this will likely affect every homeowner in the community, largely in a negative way. In fact, it would be more beneficial to the class as a whole if SSAI is able to continue collecting dues and providing services. Thus, the notion that SSAI has “wronged” hundreds of homeowners is a political notion, not a reasonable legal conclusion.

Simply put, there is no objective basis to find the plaintiffs’ proposed claims serve the interests of the proposed class members. In relation to this dispute, the interest of any individual homeowner is a matter of politics and personal preference. In fact, a vast majority of the proposed class may reasonably believe the litigation itself is *detrimental* to their interests. Defunding the entity that maintains the beaches will not serve the interests of homeowners who desire the higher property values that result from well-maintained beaches. Therefore, the

plaintiffs pursuing litigation that would be detrimental to a large portion of the potential class are not adequate class representatives.

C. The Questions of Fact and Law Common to the Members of the Class Do Not Predominate Over Questions Affecting Only Individual Members

Even among the eight named plaintiffs, questions of fact and law common to the group do not predominate over those affecting the individual members. Four of the plaintiffs, the Gushues and O'Regans, have purchased Investment Certificates but do not pay annual dues. The other four plaintiffs have not. There are various legal and factual issues that arise in relation to the claims by the Gushues and O'Regans that do not arise in relation to the others. Whereas three other plaintiffs, the DeFurias and Ms. Saffron, have not paid dues in the past ten years, the plaintiff Mr. Kowalewski has only not paid in the past several years. There is not a common set of factual and legal questions that will resolve the claims of these named plaintiffs, let alone the claims of the entire proposed class.

On the other side of this matter, SSAI has asserted compulsory counterclaims against each named plaintiff which highlight the various questions of fact affecting individual members. To an extent, the counterclaims mirror the plaintiff's claims. For example, the plaintiffs seek a declaration that they are not obligated to pay annual dues to SSAI, and SSAI's counterclaims seek a judgment for unpaid dues. That said, SSAI's counterclaims rely on facts that vary from one plaintiff to another, although the degree of reliance on plaintiff-specific facts varies from one claim to another. The title-based counterclaim relies on specific allegations regarding title that are common to all the existing plaintiffs but not necessarily all members of the proposed class. The implied-in-fact counterclaim relies on specific allegations about the plaintiffs' respective awareness of SSAI's work maintaining its property, but other proposed class members may have purchased homes without any such awareness. The unjust enrichment counterclaim relies on

specific allegations about the plaintiffs' respective use of SSAI's property, but other members of the proposed class may never have used the property or even understood it was available for their use. The counterclaim regarding breach of the clubhouse investment contract relies on allegations about the formation of agreements with some of the plaintiffs, but many proposed class members never formed such an agreement.

SSAI has already filed counterclaims against the named plaintiffs, but those counterclaims would not be the same for every member of the class. Many members of the proposed class would have paid their annual dues and would therefore not be liable for failing to do so. SSAI should not be denied their right to counterclaim against the named plaintiffs, but it cannot reasonably be expected or required to assert specific counterclaims against every member of the proposed class, as this would run counter to SSAI's principal belief that litigation between neighbors in the community is to be avoided.

Similarly, the remedies in this case will necessarily be plaintiff-specific. For example, a declaratory judgment that the plaintiffs are not required to pay annual dues to SSAI by virtue of the language in their title would not resolve the issue of whether they are otherwise contractually or equitably obligated to pay those dues, or to contribute in some other way to the maintenance of property they enjoy. And such a ruling would not necessarily determine the rights of other homeowners whose root deed came from a different grantor who did not establish the clubhouse. In fact, the plaintiffs may not be able to establish that their grantor established the beach or the right of ways, while others may be able to show that their grantor deeded the beach and right of way properties to SSAI.

The key point is that every homeowner's respective situation is unique, just as their preferences and priorities are likely unique. For example, a homeowner who purchased their

home in 1965, long before the new clubhouse was built, may have purchased with information and a set of reasonable expectations that are very different from those of a homeowner who purchased in 2020, after the new clubhouse had been operating for eight years. This is not a situation where each of the hundreds of proposed class members allegedly sustained comparable injuries. Even if the plaintiffs show infringement of easement rights, a determination of damages might require a consideration of each individual plaintiff's circumstances. Due to the unique nature of damages, these cases are best handled piecemeal. On this basis, therefore, the Court should deny the Motion to Amend because the proposed amendment will not change the fact that the plaintiffs will be unable to establish commonality as required under Rule 23.

D. Joinder is Practicable

"Joinder is considered more practicable when all members of the class are from the same geographic area." Andrews, 780 F.2d at 132 *citing* Zeidman v. J. Ray McDermott & Co., 651 F.2d 1030, 1038 (5th Cir. 1981); Dale Electronics, Inc. v. R.C.L. Electronics, Inc., 53 F.R.D. 531, 534 (D.N.H. 1971). Additionally, "where class members can be easily identified, joinder is more likely to be practicable." Id. (citing Garcia v. Gloor, 618 F.2d 264, 267 (5th Cir. 1980)).

In this instance, the plaintiffs have conducted extensive communications directly with the other members of the proposed class, their neighbors. These communications include a years-long letter writing campaign seeking plaintiffs to join them and supporters to finance them. See Exhibit B, Affidavit of Andrea McCarthy. If there are homeowners other than the existing plaintiffs who believe joining the present lawsuit would serve their interests, the plaintiffs have already contacted them and have presumably spoken to them. Those homeowners may seek to join, just as SSAI is free to choose whether a lawsuit against those particular individual homeowners, or any homeowners, would serve SSAI's interests. FOSS and the remaining

plaintiffs have spent years trying to persuade more homeowners in Seacoast Shores to join its lawsuit. See Exhibit B, Affidavit of Andrea McCarthy. Homeowners have repeatedly been invited to join and have either decided not to do so, or the plaintiffs have declined to add them.

Joinder is feasible and the plaintiffs have conducted a lengthy effort to identify those who are interested in joining. Because joinder is practicable, the plaintiffs cannot satisfy this element of Rule 23.

E. Class Action is Not Superior to Other Available Methods for the Fair and Efficient Adjudication of the Controversy

Class action litigation is not the best way to resolve the parties' dispute. How the property should be maintained and who should pay for it are political issues, not issues which can be determined solely by application of the law. The Court can determine whether a particular plaintiff's legal rights have been infringed upon and fashion a remedy, but the Court cannot govern SSAI or maintain SSAI's property on an ongoing basis. Instead, plaintiffs can join SSAI and take advantage of member voting rights to change the course of SSAI. They already know they can do this. See Exhibit B, attachment 1.

If the parties' claims are adjudicated, then it is likely the Court will determine: (1) whether each plaintiff is required to pay annual dues to SSAI; (2) the amount, if any, that each plaintiff owes; and (3) the legal basis for such obligation. As this Court has previously observed, the third component would likely serve as precedent in any future disputes between homeowners and SSAI.⁴ To the extent this case resolves legal issues relevant to future disputes, the parties to

⁴ In resolving SSAI's motion to dismiss, the Court stated that, "a party's joinder is not necessary . . . if a declaratory judgment will only bind it to a precedent on an issue of law." (citing Harrison v. Massachusetts Society of Professional Faculty/Staff Union, 405 Mass. 56, 60 (1989) (although labor union "likely" to be interested in resolution, union did not have legal interest establishing it as "necessary" party)).

such future disputes will benefit from this Court's rulings, even if the plaintiffs' claims do *not* proceed as a class action. For this reason, a class action is not superior means of proceeding in this case.

Further, it should be recognized that this is not a suit between strangers. The parties are all neighbors. The proposed class would compel friends to be adversaries in litigation. It would be fair and appropriate if each individual homeowner were afforded an opportunity to choose whether to become a plaintiff in litigation with SSAI, and, if they choose to do so, to have an opportunity to present the facts and arguments that align with their unique, individual interests. Applying class action procedure to this dispute would make homeowners litigants when they would rather not be. See Exhibit C. "Massachusetts law does not allow an 'opt in' class any more than it allows an 'opt out' class." Sullivan v First Massachusetts Fin. Corp., 409 Mass. 783, 790 (1991). See Fletcher v. Cape Cod Gas Co., 394 Mass. 595, 602 (1985) ("There are no provisions in our rule 23... which would permit a judge to allow individual parties to 'opt out' of a class action"). Thus, the homeowners who view this litigation as detrimental to SSAI and their ownership of homes within Seacoast Shores, would be forced to remain in the class. For this reason, proceeding as a class is not more fair and efficient. Accordingly, the superiority element of class certification cannot be met, further demonstrating the futility of the plaintiffs' proposed amendment.

F. The Court Cannot Find the Plaintiffs' Counsel has Sufficient Resources to Represent the Proposed Class

A class representative has the responsibility to protect the interests of all class members. Gonzales v. Cassidy, 474 F.2d 67, 76 (5th Cir. 1973). In turn, counsel for a class has a continuing obligation to each class member. See Pettway v. American Cast Iron Pipe Co., 576 F.2d 1157, 1176-1177 (5th Cir. 1978), *cert. denied*, 439 U.S. 1115, 99 S.Ct. 1020, 59 L.Ed.2d 74 (1979); Mandujano v. Basic Vegetable Prods., Inc., 541 F.2d 832, 834-835 (9th Cir. 1976) ("the

attorney for the class is not to be viewed as a negotiator in a process of collective bargaining where majority rule prevails”). The judge, as well, has a role as the guardian of the absent parties’ interests. See United Founders Life Ins. Co. v. Consumers Nat’l Life Ins. Co., 447 F.2d 647, 655 (7th Cir. 1971).

Spence v. Reeder, 382 Mass. 398, 409 (1981).

In this case, those interests are diverse. The proposed class likely includes individuals who invested in the new clubhouse and want to continue enjoying the benefits they believed they were securing when they made their investment. The proposed class also likely includes individuals who have no interest in the clubhouse but want continued maintenance of the beaches and rights-of-way. The proposed class likely also includes individuals who simply want to avoid payment obligations. Presumably all proposed class members have an interest in maintaining property values in the neighborhood, but such members may disagree about how to achieve that outcome. And in view of SSAI’s limited resources, a judgement favorable for the plaintiffs is unlikely to result in a substantial commission for plaintiff’s counsel.

In this context, a relevant consideration is the fact that FOSS is presently funding the plaintiff’s claims. This is problematic, as non-profit organizations are generally not permitted to fund legal claims brought by individuals. There is no basis to assume that FOSS will be willing or able to do this for the foreseeable future.

Moreover, FOSS’s interests in the litigation are not necessarily the same as the interests of the class that the plaintiffs propose to represent. The proposed class includes numerous homeowners who are not, and do not wish to be, members of FOSS. If the plaintiffs’ counsel is duty-bound to represent the interests of the entire class, rather than eight individual clients, then he may be obliged to take positions and make arguments that are not consistent with the named plaintiffs’ or FOSS’s agenda. If FOSS stops funding the plaintiffs’ claims, then the duty to

maintain the litigation will fall upon the shoulders of plaintiffs' counsel. But there is no indication that counsel could sustain such an effort without funding or the prospect of a substantial commission. Accordingly, the plaintiffs cannot demonstrate that class counsel will have the resources necessary to litigate a class action. The plaintiffs' inability to prove this element underscores why the proposed amendment is futile and should not be allowed.

III. An Amendment to Clarify That One of the Homeowners Owns His Home as a Trustee Is Not Necessary

The proposed amended complaint suggests that the trust, rather than Mr. Kowalewski, is the owner of his property in Seacoast Shores. Such an allegation is incorrect as a matter of law. If Mr. Kowalewski is the sole trustee of a trust that includes the property in its corpus, then he holds title. See, e.g., Ferri v. Powell-Ferri, 476 Mass. 651 (2017); McClintock v. Scahill, 403 Mass. 397 (1988) ("Also, a trustee has full legal title to all property of a trust and the rights of possession that go along with it."); Welch v. City of Boston, 221 Mass. 155 (1915) ("It is one of the fundamental characteristics of trusts that the full and exclusive legal title is vested in the trustee."); Welch v. Davidson, 102 F.2d 100 (1st Cir. 1939).

It follows that an amendment to clarify that Mr. Kowalewski owns his home as trustee, rather than as an individual, would serve no purpose. That is, Mr. Kowalewski's relevant ownership rights as trustee are identical to the rights he has in his individual capacity.⁵ An allegation that Mr. Kowalewski owes a fiduciary duty to the trust beneficiaries does not affect the duty he owes to SSAI as homeowner. Because this clarification is ultimately irrelevant to the

⁵ Interestingly, the plaintiffs propose to allege that Mr. Kowalewski is both the trustee and the beneficiary of the relevant trust, and no other trustees or beneficiaries are identified. Mr. Kowalewski cannot be the sole trustee as well as the sole beneficiary, because in that scenario he exercises complete control over the property for his own benefit, and there is no trust.

issues presented, it cannot form the basis for the proposed amendment. Accordingly, for this separate and independent reason, the Court should deny the plaintiffs' second Motion to Amend.

CONCLUSION

From the outset of this action, a handful of Seacoast residents, organized under the name FOSS, have sought to represent the entire population of over 800 landowners of Seacoast Shores against SSAI. Without any evidence of community-wide support for this representation, they first sought to make FOSS the community representative, then they sought to make eight named plaintiffs plus FOSS the representatives, and now, for the second time, they seek to make the eight named plaintiffs class action representatives. There is no evidence to support the notion that the community, a majority of the community, or even a statistically significant minority of the community is interested in this representation or participating in this lawsuit. In fact, based on the plaintiffs' own actions, their proposed second amended complaint and the affidavits presented with this opposition, the contrary is true. This is not a problem that can be sorted out later. Under the law of Massachusetts, class members cannot opt in or out of the class. The residents of Seacoast Shores, which have been given every opportunity to join this lawsuit, should not be forced into this class. Without an unequivocal ruling from the court that this motion is denied, there is good reason to believe we will be right back where we are now, opposing plaintiff's fifth attempt to conscript the Seacoast neighborhood into their unwanted cause of action under their unwanted leadership. The law does not support such a cause of action. The plaintiff's motion should be denied.

Respectfully submitted,
Defendant, SSAI,
By his attorney

/s/ Ian A. Bagley

John C. DeSimone, BBO # 550142
jdesimone@mitchelldesimone.com
Ian A. Bagley, BBO # 694556
ibagley@mitchelldesimone.com
Mitchell & DeSimone
6 Beacon Street, Suite 900
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(617) 737-8300

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above
named document was served upon Jeremy M. Carter, Esq.,
Carter DeYoung, 300 Barnstable Road, Hyannis, MA 02601
by email/mail on July 30, 2025.

/s/ Ian A. Bagley

John C. DeSimone/Ian A. Bagley

Exhibit A

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF DANIEL FRAWLEY IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is Daniel Frawley and my residence is 1085 Bald Eagle Dr, Unit B601, Marco Island, Florida.
2. My summer address is 391 Edgewater Drive West, East Falmouth, MA which is part of the community known as Seacoast Shores. I have lived here for approximately five months of the year since 2022. Prior to that, this was my residential address. I have summered or lived on Seacoast Shores since 1965.
3. I am the president of Seacoast Shores Association, Inc. (SSAI) and have held that office for 6 years. Previously I served as a member of the board of directors of SSAI from 2006 to 2019.
4. Seacoast Shores is a residential neighborhood built on a peninsula of approximately 300 acres. The subdivision was created in 1947. The exterior of the peninsula is ringed by waterfront properties and the bulk of the homesites are located within the interior of the peninsula. Over the ensuing decades a number of developers have taken possession of the development and sold building lots.
5. SSAI was formed in 1951. Pursuant to its charter, SSAI's mission was to improve Seacoast Shores, encourage good relations between the residents through social events and sports activities and otherwise build a community. To that end, SSAI's charter provided that the association would acquire land for the purpose of building a clubhouse and other recreational facilities for the use of SSAI's membership.

6. All residents of Seacoast Shores were and are eligible to be a member of SSAI.
7. Consistent with its charter, in 1952 SSAI acquired property bordering Eel River at 7 Farview Lane on Seacoast Shores for the purposes of constructing a clubhouse for its members. In 1952 SSAI built, owned, and operated a one story, cinderblock clubhouse on this land. This clubhouse was operated with volunteers and always had a limited schedule of events for the members of SSAI and their guests in the months of July and August. Some events were open to all residents, while others were open only to those who paid annual dues to SSAI. In some years there were events in the spring, fall and winter as well.
8. In 1976, SSAI acquired ownership of the Bayside beach on Seacoast Shores. In 1981 SSAI also acquired 16 Pieces of property known as rights of way that provide residents access to the waters around Seacoast shores. Unlike the clubhouse, the beaches and rights of way were for the use of SSAI members in common with all other Seacoast residents.
9. The deeds of most Seacoast properties did not specifically require payment of annual dues to maintain and operate the beaches, rights of way or the clubhouse. Residents were always encouraged to join, but membership never varied much more than 200-300 members and the annual dues never kept up with the expenses. In the 1990s, dues were approximately \$35.00/year.
10. After 50 years of continuous operation without any investment or major renovation, the use of the clubhouse property was limited to an annual meeting, a cookout and a lobster bake on the property but not in the Clubhouse due to its decrepit condition. The clubhouse property was also used for children's activities like bingo and outdoor movies projected on the side of the building.
11. By 2000, the clubhouse required major renovations. Due to its proximity to the waters of Eel River, renovations and expansion of the existing building would have been very restricted. SSAI did not have the funds to repair the old clubhouse or build a new one. SSAI's annual dues were inadequate to pay for ongoing expenses. The membership would not support higher dues without an improvement and expansion of membership benefits, like a restaurant, bar, pool and organized sports.
12. In order to build a larger, modern building with the desired amenities it was determined that the old clubhouse would have to be removed, and a new clubhouse would need to be constructed further away from the water. SSAI would need to raise funds for the construction and build a membership base that was committed to paying annual dues that could meet the expenses of the Association going forward.
13. On July 14th, 2007 at the SSAI Annual Meeting the board of directors and officers of SSAI recommended a plan to fund, build and operate a new clubhouse and the members of SSAI voted overwhelmingly in favor of the plan with a significant majority.

14. The plan required a certain number of Seacoast residents to pay \$5,400.00 for the construction of the new clubhouse and commit to paying annual dues in perpetuity in order to fund the operation of SSAI. These residents were designated "Investment Members" because they were willing to invest in the future of Seacoast Shores. They would be issued an Investment Share Certificate to be recorded at the registry of deeds after SSAI fulfilled its promise to build a clubhouse. Among other things, the certificate required the payment of the basic annual dues that all members paid every year. The certificate would be attached to the address and all rights, privileges and obligations enjoyed by the original investor would pass to any future owner of the property.

15. After the clubhouse was constructed, all members, were again permitted to use the clubhouse for the traditional annual meeting, annual cook-out and lobster bake. Today all members are now entitled to use the clubhouse whenever it is open in the months of May, June, September and October. After 1980, the old clubhouse was no longer used in those months, so the new clubhouse afforded broader benefits to all members.

16. In addition to the annual dues (currently \$425), the Investment Members could make an additional payment every year (currently \$1,200) to become Clubhouse Members. As Clubhouse Members, they are entitled to use the pool and the sports court and they may also use the restaurant and bar any time it is open in July and August as well as May, June, September and October.

17. In short, the new clubhouse gives all members greater opportunities to socialize with their neighbors than the old clubhouse. The Investment members who chose to be Clubhouse Members enjoy additional benefits that were not available at the old clubhouse.

18. In 2012, after SSAI fulfilled its promise to build a clubhouse with the Investment Member's payments, it began the process of issuing and recording Investment Certificates. While the vast majority of Investment Members have recorded their certificates, some have yet to do so. Thus, there are Investment members who have recorded their certificates and also a small and shrinking group of Investment members who have not recorded their certificates.

19. All residents of Seacoast Shores have the benefit of the Association beach, the rights of way, and the right to join the Association. Every year, SSAI sends invoices to all residents for the annual dues. Many members did not purchase an investment share but continue to pay the annual dues. These are Association Members and have the rights to use the clubhouse as outlined above, but not the pool and sports court.

20. Some Association Members pay their annual dues every year, while others pay some years, but not others, and can be in or out in any given year.

21. Almost all Investment Members who have recorded their certificate pay their annual dues.

22. Most of the Investment Members who have not recorded their certificate still pay their annual dues and some of them also pay their clubhouse membership fees.

23. Some residents of Seacoast Shores never pay annual dues or clubhouse membership fees.

24. Beginning in 2015 we began keeping records of the residents who paid.

25. As of the date of this affidavit, SSAI has 249 Investment members with recorded Investor certificates. 234 of those members have paid annual dues for 2025 and 177 have paid clubhouse membership fees. The 15 recorded Investment members who have not paid annual dues for 2025 are expected to do so in 2025.

26. As of the date of this affidavit, SSAI has 39 Investment members without recorded investment certificates. Of those members, 27 have paid association fees for 2025 and 11 have also paid clubhouse fees.

27. As of the date of this affidavit, there are 106 residents who have paid annual dues in 2025 but are not Investment members. There are also 34 residents who are not Investment members and have not paid annual dues for 2025, but have paid annual dues in the past ten years.

28. Approximately 371 residents have not paid Association fees since we began keeping these records in 2015.

29. Some residents never use the clubhouse, but still pay annual dues and are therefore members of the Association.

30. Many of the residents who never pay fees use the beach and/or the rights of way.

31. Some residents don't use any of the Association properties.

32. Relative to the payment of SSAI fees and dues, there are no fewer than seven different groups of residents. These groups can be further divided based on their use of Association properties.

33. Of the eight named plaintiffs, four of them, Mr and Mrs O'Regan and Mr and Mrs Gushue, are Investment Members who did not record their investment certificates and do not pay their dues. As stated above, there are only 8 resident families in that group and their names and addresses are known.

34. Of the eight named plaintiffs, three of them, Mr. and Mrs. Defuria and Ms. Saffron, have never paid dues since 2015. It is estimated that there are 371 members of this group. It is not known how many of the members of this group, like the Defurias and

Ms. Saffron, want to use SSAI properties without paying any dues. Some of them may not use any of the SSAI assets.

35. Of the eight named Plaintiffs, one of them, Mr Kowalewski, is a resident who is not an Investment Member, has paid association dues in the past 10 years, but has not paid them in 2025. There are 130 residents in this group.

36. On July 12, 2025 SSAI held its annual members meeting. During this meeting the status of this litigation was summarized for the membership. The summary included an explanation that the plaintiffs had filed a motion to amend their complaint to a class action against SSAI and the proposed complaint identified the class as all Seacoast Shores residents who did not have a recorded Investment Certificate.

37. There was a vigorous question and answer period About who would be included in this class action as a plaintiff. Many members were concerned that they would be in the defined class as plaintiffs.

38. After the meeting, some, but not all of the Unrecorded Investment Members agreed to record their investment share at the Barnstable County Registry of Deeds.

39. After the meeting, certain unrecorded Investment Members and Association Members expressed a willingness to provide affidavits in support of SSAI's opposition to the Plaintiffs' Motion to file a Second Amended Complaint.

40. Some of those affidavits will be prepared and filed with the court upon the due date of SSAI's Opposition to Plaintiffs Motion to File a Second Amended Complaint

SIGNED THIS ____15th____ DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Daniel Frawley
Daniel Frawley, President
Seacoast Shores Association, Inc.

Exhibit B

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF ANDREA W. MCCARTHY IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND COMPLAINT**

I, Andrea W. McCarthy, depose and say as follows:

1. I am an attorney in good standing licensed to practice in the Commonwealth of Massachusetts. I have a degree in accounting from Suffolk University (1986) and a juris doctor from New England School of Law (1992).
2. I reside at 15 Ipswich Drive in Falmouth in the part of the community known as Seacoast Shores. I have lived here at least for a portion of every year since I was born in 1964.
3. My grandparents purchased their property from Sailcoast Shores, Inc. on August 15, 1949 and my parents purchased their property from Gateway Development Corp on August 18, 1958.
4. I have owned property in Seacoast Shores since approximately March of 1995.
5. I am currently a Board Member of Seacoast Shores Association, Inc. (hereinafter "SSAI") and have been an active member and volunteer in the association for many years.
6. My children and grandchildren have had the privilege to spend summers in Seacoast Shores and have met lifelong friends and made wonderful memories as a result of our membership in the association.
7. The nonprofit corporation known as Friends of Seacoast Shores Inc. ("FOSS") was formed on October 17, 2023. Their current annual report lists 4 of the current plaintiffs as having an active role in FOSS as officers/directors and resident agent.

8. On March 20, 2025, the Barnstable Superior Court issued a decision in this matter and dismissed FOSS as they lack standing to maintain an action against SSAI.

9. Over the years prior to this suit and during its pendency, FOSS and the individual plaintiffs, still led and supported by FOSS, have waged a campaign in the neighborhood to disparage SSAI by sending periodic emails, letters, postcards, t-shirts, yard signs, etc.

10. During this same time, the plaintiffs and FOSS have also waged a campaign to raise funds to pay the costs and attorney's fees associated with this lawsuit (from which FOSS has been dismissed) and to recruit people to be added to the list of plaintiffs to this lawsuit.

11. As early as May 2022, FOSS was sending letters to every Seacoast property owner of record. See Exhibit 1.

12. The purpose was to recruit people to sue SSAI and donate to FOSS's Legal Fund as stated in Exhibit 1. FOSS states that as of 5/17/22 \$22,000 had been pledged.

13. It is clear that FOSS and the named plaintiffs know the names and addresses of every property owner on Seacoast Shores and have repeatedly asked them to join their lawsuit and provide financial support, specifically to "provide sufficient and continuing funding for a focused legal challenge".

14. Presumably, FOSS received responses from those people who wanted to support a lawsuit and/or donate to the Legal Fund.

15. FOSS obviously had the ability to contact those who were interested in supporting a lawsuit to determine if they wanted to be named plaintiffs.

16. Exhibit 1 was not FOSS's only effort to recruit new plaintiffs. In March of 2025, FOSS sent a mailing (5 pages) to every homeowner in Seacoast Shores and "encouraged everyone to join FOSS, Inc. as a member (\$50.00 annual membership fee to cover administrative, accounting, mailing and social media costs)." Additionally, it requested "legal fund donation to FOSS Inc." (Page 4) and requested residents respond to this mailing. Exhibit 2.

17. Additionally, in March of 2025 in an effort to target new residents as well as current residents again, FOSS, sent an email requesting both financial support as well as a request to join their lawsuit as a plaintiff. The email states as follows: "please consider supporting FOSS. Better yet, please consider becoming a plaintiff in the lawsuit." and "We appreciate that considering whether to become a plaintiff is not a small request. First of all, you should understand that the legal fees are paid for by FOSS and its generous supporters. Joining as a plaintiff would not represent a financial commitment. While litigation always has some risk, we do not expect joining as a plaintiff would be risky for you." Yet the proposed amended complaint includes no additional names.

18. In April, 2025 FOSS sent a mailing (3-page letter) to every homeowner in Seacoast Shores requesting "more individuals to join the lawsuit." Exhibit 3.

19. This letter, similar to most of their communications, sets forth several inaccurate or false statements, in an effort to scare residents and turn them against SSAI. It claims that the “SSAI’s response has been a steady stream of propaganda, denigration and gaslighting, with increasing intensity and boldness” (Exhibit 3 page 1) and “as a result of SSAI’s action, FOSS members have worked tirelessly over the past 10 years to counter SSAI’s ceaseless propaganda....” (Exhibit 3, page 3).

20. Several of FOSS’s emails and letters, which were sent to many members of SSAI through Cecily O’Regan, Clerk, have sought financial support. FOSS is no longer a Plaintiff in this lawsuit they appear to be raising money to pay the legal fees of the individual plaintiffs.

21. Plaintiffs’ efforts to reach all of the residents is not limited to letter writing. On May 29, 2025, Cecily O’Regan sent an email requesting people put up FOSS support signs in their yard. On June 29, 2025 Cecily O’Regan sent another email stating “As a reminder we do have FOSS signs available for your yard. Delivery and installation available”.

22. FOSS has installed signs on approximately 15 lawns. On one side the sign states “Support FOSS, Friends of Seacoast Shores, Inc.” and includes a website address. On the other side it states “STOP SSAI Leave My Easements Alone”. See Exhibit 4.

23. Plaintiffs, Cecily and Patrick O’Regan have strategically placed a FOSS sign on the lot line facing the house next to them which is currently for sale, making it appear that their neighbor also supports FOSS which they do not or so that potential buyers would question what the sign meant. This particular neighbor has a recorded Investment Share Certificate in the clubhouse and has paid their annual dues.

24. FOSS has also used its annual meeting to reach out to residents. FOSS communications have reported that Attorney Jeremy Carter who represents FOSS as well as the remaining plaintiffs attended the FOSS Annual meeting on June 7, 2025 to discuss this litigation with FOSS membership.

25. Despite these recruitment efforts, the plaintiffs named in the proposed second amended complaint are essentially the same as in the first amended complaint.

26. After more than three years of communicating with virtually all of the residents of Seacoast Shores regarding this action, only eight people have agreed to be and are named plaintiffs in this litigation.

27. Clearly, FOSS and its members’ actions are not popular and they are trying to create a group of injured residents that doesn’t exist. Unable to find additional named plaintiffs, FOSS seeks to add unwilling residents to their suit by again asking the court’s permission to make their suit a class action.

28. FOSS should not be able to create a class that includes individuals that did not express any interest in their repeated attempts to recruit plaintiffs and financial support.

29. FOSS is against SSAI collecting annual dues from the residents but yet they are attempting to collect annual dues from residents and force them to be members of a class action. On June 8, 2025, Cecily O'Regan sent an email requesting annual dues and to send the annual dues to FOSS c/o O'Regan Law, 31 Teaticket Highway #7, Est Falmouth, MA 02536.

30. I have spoken to many people who have indicated they do NOT want to be part of any class action and are against what the small number of people who are represented by FOSS are doing. Many people have come forward to either a) record their unrecorded investment certificates so they will be part of the group specifically excluded from Plaintiff's proposed class or b) state that they would sign affidavits in support of SSAI.

31. Many of these individuals have already signed affidavits objecting to the Plaintiff's attempts to include them in their class. On information and belief, these affidavits are being filed with SSAI's Opposition to the Plaintiffs Motion to File Second Amended Complaint.

32. FOSS in all its emails, mailings, etc. has not expressed any plan for what would happen if the plaintiffs won. Who would be responsible for paying for insurance, taxes, maintenance and funding the club house? Knowingly or not their legal action is designed to destroy the beach, rights of ways, clubhouse and SSAI. Residents don't want this or inclusion in the lawsuit FOSS is funding with the money it is collecting from their unnamed supporters.

SIGNED THIS 28th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

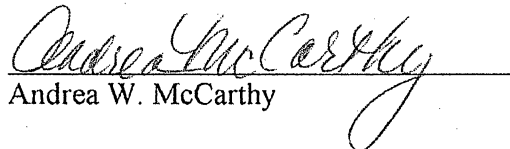

Andrea W. McCarthy

Exhibit 1

Seacoast Shores Residents Survey
c/o GUSHUE LAW
PO BOX 668
East Falmouth, MA 02536

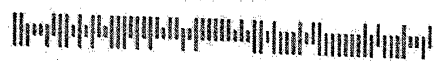
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Spfd, MA 01111

39**1**1*****SCH 5-DIGIT 02536

RICHARD&PAULA SETTE RET

PO BOX 3537

WAQUOIT MA 02536-3537



**Seacoast Shores Residents
Survey Response Card
(May 2022)**

Please check ✓ your
responses below

1. Do you agree that legal action v.
SSAI is needed to restore & protect
deeded easement rights to the
common areas of Seacoast Shores?
☐ No ☐ Yes
 2. Do you want to be on a Steering
Committee for the planning &
management of a legal action?
☐ No ☐ Yes
 3. Are you willing to donate now to
the Legal Fund?
☐ No ☐ Yes
☐ \$100 ☐ \$300 ☐ \$500
☒ \$1,000 ☐ \$2,500
 4. Are you willing to commit to future
annual donations to the Legal Fund
(estimated 3 - 5 years)?
☐ No ☐ Yes
☐ \$100 ☐ \$300 ☐ \$500
☒ \$1,000 ☐ \$2,500
 5. Are you an IM who never agreed to
record a perpetual dues certificate
and want your money back?
☐ No ☐ Yes
-

**Legal Fund Status as of
5/17/22
\$22,000 Pledged**

- ☐ Contact me/us about payment options
☐ I/we will contact you about payment
☐ I/we prefer to respond anonymously

**All responses will remain private and
confidential, and will not be disclosed
without a court order**

Name(s): _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____
Email(s): _____

Thank you.
For more information, contact
Ed Moritz
ecmoritz@aol.com
508-577-5957
or
John Gushue
jgushue@gushuelaw.com
508-388-7768

Seacoast Shores Residents Survey
c/o GUSHUE LAW
PO BOX 668
East Falmouth, MA 02536



Seacoast Shores Residents Survey
c/o GUSHUE LAW
PO BOX 668
East Falmouth, MA 02536

FRIENDS OF SEACOAST SHORES MAILING [MAY 2022]

I. THE PROBLEMS

- The problems stem from actions and policies of the SSAI Board, not from SSAI members as a whole; this is not a FOSS v. SSAI situation:
- Construction of a members-only exclusive Clubhouse on the common playground and recreation area land.
- SSAI Board forcing membership and payments from all residents, and claiming \$300 annual dues/fees back to 2014.
- SSAI Board interfering with sale and mortgage transactions; SSAI Board forcing elderly residents to pay \$2,400 using a bogus 8-year "Invoice" sent to a mortgage broker.
- SSAI Board causing 4 properties to be classified in FHA loan docs as being in a condo-like "planned unit development" (PUD).
- SSAI Board claiming it can collect dues/fees from all owners, take away easement rights to common areas, file collection liens, foreclose on homes, and sue individuals for payment.
- SSAI Board infringing on deeded rights to clubhouse land playground & recreation areas.
- SSAI Board charging \$8,000 entry fee + \$300/yr dues + \$1,950/yr rec. fees for access to clubhouse land and facilities.
- SSAI Board mismanaging Bayside Beach, by employing "beach police", by violating the wetlands permit, by letting the replenishment permit expire, and by planning to take over the public beach and access on Bayside Drive.

II. THE POTENTIAL SOLUTIONS

OPTION A. Continue to just observe or not care about what the SSAI Board does, or continue to be very concerned, send saber-rattling emails, but don't actually do anything to restore and protect your property rights (leave it all to your heirs).

OPTION B. Everyone joins SSAI and attends meetings to vote to change the SSAI Board and policies from within over several years (the democratic solution).

OPTION C. Participate in and/or commit to provide sufficient and continuing funding for a focused legal challenge to SSAI to resolve these issues once and for all, to protect your easement rights and reign in the SSAI Board (the litigation solution).

III. THE GOALS OF A LEGAL ACTION

- Judicial declarations of all rights (and obligations) contained in Seacoast Shores deeds and easements.
- Monetary damages for lost easement rights, improperly obtained payments and other losses.
- Restraining orders to stop the SSAI Board from interfering with real estate transactions and demanding payments from non- members.
- Other available relief and remedies.

IV. SOME COMMENTS ABOUT LITIGATION

THIS IS OPINION, NOT LEGAL ADVICE. CONSULT YOUR OWN ATTORNEY FOR LEGAL ADVICE

Litigation should almost always be avoided if any other feasible means of resolving a dispute is available. The litigation of property rights in Seacoast Shores will be a lengthy and very expensive process, and once begun, further requests for funding will have to be met for an estimated 2 to 5 years, if not longer. In Land Court (Boston), there are procedures for an early alternative dispute resolution (mediation) process which, if followed, could resolve several baseline factual and legal issues relatively quickly. Mediation is a voluntary process, so there's no assurance of any early resolution, but a Land Court Judge can influence decision-making on whether to mediate or not.

BE AWARE: In litigation there can be many potential judicial outcomes, and very rarely does one side prevail on all issues. Everyone should understand that in Massachusetts, persons owning general access easement rights to use common areas also have a corresponding legal obligation to pay a pro rata (equal) share of common area repair & maintenance expenses per *Sullivan v. O'Connor* (2012). The true amount of a pro rata share, and to whom it should be paid, and the inequality of access are unresolved issues in Seacoast Shores. Note that all owners in Seacoast may have to be "joined" as parties to a lawsuit. This may be done by giving mailed notice and an opportunity to actively participate.

One possible outcome is a ruling that obligates SSAI to provide general access to the Clubhouse facilities regardless of whether all owners want that or not. In that case, will easement owners be forced to release or waive their easement rights? Another is one where the Clubhouse facilities are deemed private not common, and are funded separately from the other common areas. In that scenario, should the Clubhouse be leasing the common land, so that those who can use it in the manner intended pay all the costs associated with it? If common general easement rights to the clubhouse land exist, should compensation be paid to those who choose not join the private Clubhouse constructed on the common recreation area and playground land? What about those who cannot afford to join?

V. HOW WOULD THIS PROCEED?

There is an overall outline of a plan for proceeding, which includes forming a new non-profit entity; soliciting voluntary membership and financial contributions (in-process); resolving pre-litigation issues of participation and legal representation; finalizing a complaint and initial motions; and proceeding to Court.

All of this is contingent on getting sufficient neighborhood support, initial funding and commitments for continuing support. There is no plan or intent for the new entity to replace SSAI or become another SSAI.

BOTTOM LINE -IT'S NOW OR NEVER

It is time for Seacoast residents to decide if you want the SSAI Board to be accountable. If so, respond and donate. Otherwise, these problems will be left for your heirs and successors to solve. If enough people do not commit to pay for the legal action, it will not happen and SSAI wins, it's as simple as that. Everyone remains free to take their own legal action when the SSAI Board seeks payment of \$300 to \$2,400 or more when you sell or refinance your house. It will cost much less to participate in the proposed group action.

**PLEASE FILL OUT AND RETURN THE ENCLOSED RESPONSE
CARD IN THE PRE-PAID ENVELOPE PROVIDED**

Exhibit 2

FRIENDS OF SEACOAST SHORES (FOSS)

March 2025

Dear Seacoast Shores neighbors, we wanted to address recent issues and provide a more detailed update – along with a review for newer neighbors.

FOSS sues SSAI to protect the interests of neighborhood owners

In February 2024, Friends Of Seacoast Shores ("FOSS") filed a lawsuit in Barnstable Superior Court against SSAI. We are fortunate to have Attorney Jeremy M. Carter, of CarterDeYoung, Hyannis, representing FOSS, Inc.

The pending lawsuit challenges the legal basis for many SSAI actions and practices, and seeks judicial rulings on SSAI's mandatory membership requirement and annual dues claims; on SSAI's infringement of common area easement rights; and on property owners' rights in Bayside Beach and the 31 ROWs that provide access to the water. The lawsuit further seeks substantial monetary damages (\$3.8 million) from SSAI for infringement of widely-held easement rights to the Seacoast Shores clubhouse property; and to enjoin SSAI from compelling residents to become members and pay annual dues or fees, and from seeking payment of allegedly owed "past dues" from non-member residents, including elderly, unrepresented residents.

As noted above, SSAI openly claims that every homeowner must pay to pay annual dues (now \$425) as a "legal obligation" which SSAI claims is backed up by two "independent legal opinions." Numerous requests for copies of those legal opinions have gone unanswered. Most property owners in Seacoast accept that the beach, water access ROWs, and other common amenities come with some annual expense; but many distrust SSAI's lack of transparency and believe they are being asked to underwrite a clubhouse and a restaurant that loses money year-after-year while access to the facilities is restricted to less than 200 households. Unfortunately, SSAI's management and operating tactics have the effect of excluding many residents on a socio-economic basis. When SSAI's practices have been challenged by FOSS in recent years, the SSAI response has been a steady stream of propaganda, denigration and gaslighting, with increasing intensity and boldness. The result, unfortunately, is that in order to protect the interests of the Seacoast Shores owners and residents, FOSS had no choice but to seek relief in the court system.

Preliminarily, the court denied our motion, without prejudice, for class action status on March 6. That could change as the litigation progresses and if more individual plaintiffs join the lawsuit. We are still waiting for decisions by the court on two motions filed by SSAI to dismiss the complaint, alleging (1) that FOSS lacks standing to complain on behalf of the owners in Seacoast Shores, and (2) that the individual Plaintiffs (DeFuria, Gushue, Kowalewski, O'Regan, and Safron) lack standing to complain about SSAI's actions. The court listened to arguments supporting the motions on November 5, 2024.

The pending lawsuit is on the A (Average) Track in the court's system, which sets out a 36-month schedule for completion. Many things can alter the litigation schedule,

but for now it appears that it will take at least 2 -3 years or more for this action to reach a conclusion.

To follow the status of the lawsuit with the court, go to:

<https://www.masscourts.org/eservices/home.page.6>

Once you are at this page:

- Check the box to indicate you are not a robot and Click to SEARCH PUBLIC RECORDS
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- Enter Case Number: 2472CV00032
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From here you can see all the parties listed. Click on the case number to see the full court docket listing all case actions and all documents that have been filed. By clicking on an "image" you can download many of the documents that have been filed, including the Amended Complaints and related Motions.

SSAI Invoicing 2025

Many residents and property owners received the Seacoast Shores Association (SSAI) 2025 Annual Newsletter, and many also received SSAI Invoices or Statements seeking payment of annual "Assn Fees" and, in some cases, past due fees for up to 6-7 years. Since 2022, SSAI has expressly claimed in its newsletters and glossy "Membership Folder" materials given to new owners that "All homeowners are required to pay annual fees and become an Association Member."

FOSS filed the lawsuit against SSAI because of unauthorized actions that include SSAI's invoicing practices. It is FOSS's contention that membership in SSAI is completely voluntary and that SSAI has no right to demand payment of annual dues or fees, past or present, from any homeowner or resident in Seacoast Shores. FOSS believes the only basis under which a homeowner might have an obligation to make a payment is if the homeowner is both a Clubhouse Investment Member (IM) and opted to record the Investment Certificate against their chain of title with the Barnstable Registry of Deeds.

Planned Unit Development

In recent years FOSS has noticed the improper designation of Seacoast Shores properties as being located within a "Planned Unit Development" (PUD) in mortgage documents. In at least one situation, this improper designation was a result of direct interference by SSAI in a mortgage refinancing transaction. For context, owners in a PUD are obligated to pay monthly or annual dues and fees to an HOA, in a manner similar to owners in a condominium development. As noted above, it is FOSS's contention that no such obligation exists. Presently, there are at least nine (9) Seacoast Shores properties with an improper PUD mortgage rider.

How did FOSS start and What Does FOSS Do?

In 2015 FOSS started as an informal group of neighbors after SSAI instituted a "beach police" monitoring program at Bayside Beach. Notably, the Town of Falmouth issued

a cease and desist order against SSAI's beach police activities. (See, 2015 CapeNews article)¹ In addition to the beach police activity, SSAI established a process requiring owners apply for membership to access the clubhouse, interfered with selling and refinancing activities of owners, and caused improper PUD designation of properties.

As a result of SSAI's actions, FOSS members have worked tirelessly over the past 10 years to counter SSAI's ceaseless propaganda in an effort to further the interests of the entire neighborhood. A summary of various FOSS activities includes:

1. Collect and evaluate recorded documents (deeds, plans, permits, Investment Member Certificates, etc.) for Seacoast Shores (1947-present; ongoing).
2. Collect and evaluate SSAI documents, such as newsletters, emails, invoices, submissions to the Town, etc. (2006-present; ongoing).
3. Compile aerial photographs (1950s-present).
4. Prepare a detailed factual chronology and history of the Seacoast Shores development, and of the organization of SSAI.
5. Ongoing monitoring of SSAI dues and fees collection activities, including recent efforts to designate Seacoast Shores as a planned unit development (PUD) in several mortgages, and evaluation of related potential legal claims and liability of SSAI and/or its Directors (2017-present; ongoing).
6. Ongoing monitoring and response to SSAI beach and ROW activities (2014-present; ongoing).
7. Ongoing monitoring and evaluation of legislation affecting common area costs and payment obligations (2015-present; ongoing).
8. Research and evaluation of multiple legal issues regarding root deeds, grantors, interpretation of and scope of deeded easement rights, common-interest development rights, the 1947-1948 HOA clause, effect and remedies for infringement of easements by excessive fees and permanent structures, rights and limitations of servient land owners vs. dominant easement holders, common area maintenance and repair costs and payment obligations, and others.
9. Legal research and evaluation of multiple legal issues regarding potential available legal claims, potential available damages and remedies, requirements for class action status, injunctive relief, and many others.
10. Identification and evaluation of legal options for non-SSAI member property owners to enforce easement rights, and to stop improper and/or potentially illegal SSAI exclusionary actions.

In October 2023, FOSS incorporated as Friends of Seacoast Shores, Inc. (FOSS, Inc.), a non-profit corporation.

¹ See, https://www.capenews.net/falmouth/news/beach-management-a-concern-for-seacoast-shores-residents/article_7234d61f-ad3c-5501-80af-44bb817bbcef.html ; and <https://www.capecodtimes.com/story/news/2014/08/24/troubled-waters-at-seacoast-shores/36109828007/>

Join and Support FOSS, Inc.

Membership in FOSS is completely voluntary. FOSS relies solely upon volunteer contributions to cover its expenses. Any resident or owner in Seacoast Shores can participate in FOSS, including members of SSAI. FOSS welcomes new residents and new perspectives as FOSS continues to work to resolve the issues in the neighborhood for the benefit of all our neighbors, not just for the wealthiest of our neighbors.

We encourage everyone to join FOSS, Inc. as a member (\$50.00 annual membership fee to cover administrative, accounting, mailing and social media costs). The FOSS Facebook page is now the Friends of Seacoast Shores, Inc. Facebook page. <https://www.facebook.com/friendsofseacoastshoresinc>.

Please send your membership fees and any legal fund donations to FOSS Inc. Please make checks payable to "**FOSS, Inc.**" and mail to

FOSS, Inc.

c/o Patrick T. O'Regan, Jr.

31 Teaticket Highway, Suite #7

East Falmouth, MA 02536.

You do not have to join FOSS, Inc. to make a legal fund donation. You also do not need to join FOSS to receive updates or participate.

To receive **electronic updates**, email Cecily.oregan@gmail.com and request to be added to the email list.

Thank you for your generosity, support and patience.

Friends of Seacoast Shores, Inc.

Ed Moritz, President

Patrick O'Regan, Treasurer

Cecily O'Regan, Clerk

Richard Kelleher, Board Member

Bob Kowalewski, Board Member

Carl Peterson, Board Member

Chris Gallagher, Board Member

FRIENDS OF SEACOAST SHORES (FOSS)

Please indicate your interest in the following and return in the enclosed envelope:

- ☐ I/We would like to join FOSS
- ☐ I/We would like more information
- ☐ I/We would like to become involved in FOSS
- ☐ I/We would like to be kept informed

My/Our contact information is as follows:

Local Mailing address:

Winter Mailing address:

Email address:

Cell Phone:

My/Our interests are (select any that apply)

- ☐ Access to rights of ways
- ☐ Access to beach
- ☐ Access to clubhouse and facilities
- ☐ Other _____

COMMENTS (please let us know whatever else is on your mind): _____

Contact FOSS

FOSS, Inc.
c/o Patrick T. O'Regan, Jr.
31 Teaticket Highway, Suite #7
East Falmouth, MA 02536.

Exhibit 3

FRIENDS OF SEACOAST SHORES (FOSS)

SEACOAST SHORES NEIGHBORHOOD UPDATE FOR REAL ESTATE AGENTS

April 2025

FOSS wanted to provide you with an update regarding the Seacoast Shores neighborhood.

FOSS sues SSAI to protect the interests of neighborhood owners

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The pending lawsuit challenges the legal basis for many SSAI *actions and practices*, and seeks judicial rulings on SSAI's mandatory membership requirement and annual dues claims; on SSAI's infringement of common area easement rights; and on property owners' rights in Bayside Beach and the 31 ROWs that provide access to the water. The lawsuit further seeks substantial monetary damages (\$3.8 million) from SSAI for infringement of widely-held easement rights to the Seacoast Shores clubhouse property; and to enjoin SSAI from compelling residents to become members and pay annual dues or fees, and from seeking payment of allegedly owed "past dues" from non-member residents, including elderly, unrepresented residents.

As noted above, SSAI openly claims that every homeowner must pay to pay annual dues (now \$425) as a "legal obligation" which SSAI claims is backed up by two "independent legal opinions." Numerous requests for copies of those legal opinions have gone unanswered. Most property owners in Seacoast accept that the beach, water access ROWs, and other common amenities come with some annual expense; but many distrust SSAI's lack of transparency and believe they are being asked to underwrite a clubhouse and a restaurant that loses money year-after-year while access to the facilities is restricted to less than 200 households. Unfortunately, SSAI's management and operating tactics have the effect of excluding many residents on a socio-economic basis. When SSAI's practices have been challenged by FOSS in recent years, the SSAI response has been a steady stream of propaganda, denigration and gaslighting, with increasing intensity and boldness. The result, unfortunately, is that in order to protect the interests of the Seacoast Shores owners and residents, FOSS had no choice but to seek relief in the court system.

Preliminarily, the court denied our motion, without prejudice, for class action status on March 6. That could change as the litigation progresses and if more individual plaintiffs join the lawsuit. SSAI filed two motions to dismiss the complaint, alleging (1) that FOSS lacks standing to complain on behalf of the owners in Seacoast Shores (which has been granted), and (2) that the individual plaintiffs (DeFuria, Gushue, Kowalewski, O'Regan, and Safron) lack standing to complain about SSAI's actions (which has been denied for 7 of the 8 counts listed in the complaint).

The pending lawsuit is on the A (Average) Track in the court's system, which sets out a 36-month schedule for completion. Many things can alter the litigation schedule, but for now it appears that it will take at least 2 -3 years or more for this action to reach a conclusion.

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In October 2023, FOSS incorporated as Friends of Seacoast Shores, Inc. (FOSS, Inc.), a non-profit corporation.

Contact FOSS

FOSS, Inc.

c/o Patrick T. O'Regan, Jr.

31 Teaticket Highway, Suite #7

East Falmouth, MA 02536.

To receive **electronic updates**, email Cecily.oregan@gmail.com and request to be added to the email list.

Friends of Seacoast Shores, Inc.

Ed Moritz, President

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Carl Peterson, Board Member

Chris Gallager, Board Member

¹ See, https://www.capenews.net/falmouth/news/beach-management-a-concern-for-seacoast-shores-residents/article_7234d61f-ad3c-5501-80af-44bb817bbcef.html ; and <https://www.capecodtimes.com/story/news/2014/08/24/troubled-waters-at-seacoast-shores/36109828007/>

Exhibit 4





Exhibit C

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF _Paul T. Cummings IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is Paul Cummings and my residence is 8 Jack Rabbit Lane, Westford, MA 01886.
2. I also own the property located at 134 Edgewater Dr East, East Falmouth, MA 02536 which is part of the community known as Seacoast Shores. I have owned this property since 4/5/1990.
3. I am an Investment Member of Seacoast Shores Association, Inc. (SSAI) and have been an Investment member continuously since 2009.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

6. According to the plaintiffs' complaint, the plaintiffs also allege:

9. All of the proposed class members are readily identifiable by objective criteria, in that all class members can be identified from public records - Barnstable Registry of Deeds records and Town of Falmouth Assessors' records. The Club (sic) Investment Members are readily identifiable as they have a certificate recorded in their chain of title that identifies the owner as a Club (sic) Investment Member.

(Plaintiffs' proposed Second Amended Complaint, page 9, paragraph 9).

7. I have purchased an Investment Membership that was used to build and maintain the clubhouse. As such, I am an SSAI Investment Member. Every year I have the option to be a Clubhouse Member. In those years that I pay Clubhouse dues, I am a Clubhouse Member. If I pay only the Association dues (currently \$425), then I am not a Clubhouse Member, but I am still an Investment Member and can become a Clubhouse Member any time I choose.
8. I have not recorded my Investment Certificate at the Barnstable County Registry of Deeds. Therefore, my status as an Investment member is not "readily identifiable" from public records.
9. If the plaintiffs intend to include me as a member of the class because my Investment Certificate is not recorded at the registry of deeds, then I object. I do not wish to be a member of the plaintiffs proposed class.
10. The Plaintiffs class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint, I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 15th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____

Name (Please Print): Paul T. Cummings

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF Stephen Minaudo IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **Stephen Minaudo** and my residence is

130 MEGANSETT RD, CATAUMET, MA 02534,
mailing address PO BOX 35, CATAUMET, MA 02534.
2. I also own the property located at 35 SACHEM DR, East

Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since 4/30/1999.
3. I pay the annual dues (currently \$425) to be a member of Seacoast Shores
Association, Inc. (SSAI) and have been a member Annual Member
(continuously or from time to time) since 1999.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members."

(Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs state that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 14 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature:



Name (Please Print): **Stephen Minaudo**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF ELLEN F. BODURIAN, IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **ELLEN F. BODURIAN** and my residence is
204 EDGEWATER DR EAST, East Falmouth, MA 02536.
2. I also own the property located at 204 EDGEWATER DR EAST, East
Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since 03/04/1985.
3. I pay the annual dues (currently \$425) to be a member of Seacoast Shores
Association, Inc. (SSAI) and have been a member Annual Member
(continuously or from time to time) since 1985.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members."

(Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs state that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 14 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____

Ellen F. Bodurian

Name (Please Print): **ELLEN F. BODURIAN**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF DANIEL J. MOORE, IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **DANIEL J. MOORE** and my residence is
207 EDGEWATER DR EAST, East Falmouth, MA 02536.
2. I also own the property located at 207 EDGEWATER DR EAST, East
Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since 03/01/1985.
3. I pay the annual dues (currently \$425) to be a member of Seacoast Shores
Association, Inc. (SSAI) and have been a member Annual Member
continuously since 1985.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members."

(Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs state that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 14 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: *Daniel J. Moore*

Name (Please Print): **DANIEL J. MOORE**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF DWIGHT EVANS IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

My name is Dwight Evans and my residence is 33 Columbus Dr, East Falmouth, MA 02536.

I also own the property located at 33 Columbus Dr, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since June 1987.

I pay the annual dues (currently \$425) to be a member of Seacoast Shores

Association, Inc. (SSAI) and have been a member continuously since June 1987.

I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.

The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated

Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.

The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.

The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.

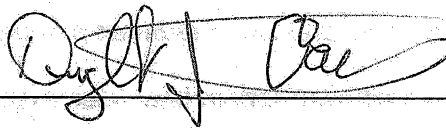
The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.

The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.

As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 18 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____



Name (Please Print): Dwight Evans

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF ELAINE MOORE, IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **ELAINE M. MOORE** and my residence
is 207 EDGEWATER DR EAST, East Falmouth, MA
02536.
2. I also own the property located at 207 EDGEWATER DR EAST, East
Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since 10/10/2018.
3. I pay the annual dues (currently \$425) to be a member of Seacoast Shores
Association, Inc. (SSAI) and have been a member Annual Member
continuously since 2018.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members."

(Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs state that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 14 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____

Elaine M. Moore

Name (Please Print): **ELAINE M. MOORE**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF KEVIN B COAN TRUSTEE IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Kevin B. Coan and my primary residence is 7 Whispering Lane, Natick, MA 01760.
2. I also own the property located at 400 Edgewater Drive East., East Falmouth, MA 02536 which is part of the community known as Seacoast Shores. I have owned this property since 12/28/1987.
3. I pay dues (currently \$425) to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member continuously since 2012.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member ON THIS PROPERTY and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs' represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17TH DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____


KEVIN B. COAN, Trustee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF KEVIN B. COAN TRUSTEE IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Kevin B. Coan and my primary residence is 7 Whispering Lane, Natick, MA 01760.
2. I also own the property located at 402 Seacoast Shores Blvd., East Falmouth, MA 02536 which is part of the community known as Seacoast Shores. I have owned this property since 12/28/1987.
3. I pay dues (currently \$425) to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member continuously since 2012.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member ON THIS PROPERTY and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs' represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17TH DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Kevin B. Coan
KEVIN B. COAN, Trustee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

AFFIDAVIT OF Kevin Reilly (name) IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT

1. My name is Kevin Reilly and my residence is
46 Columbus Drive, E. Falmouth, MA 02536
(street number) (street name), (state) (zip
code).
2. I also own the property located at 46 Columbus Drive
(Seacoast address), East
Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since June 15 2023
(date).
3. I pay the annual dues (currently \$425) to be a member of Seacoast Shores
Association, Inc. (SSAI) and have been a member Continuously
(continuously or from time to time) since 6/15/23
(year).
4. I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 16 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____

Name (Please Print): _____

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS SUPERIOR COURT DEPARTMENT CIVIL ACTION
NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF LAURA ZOLLO IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

My name is Laura Zollo and my residence is 26 Atwater Dr, East Falmouth, MA 02536.

I also own the property located at 26 Atwater Dr, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 10-5-12.

I pay the annual dues (currently \$425) to be a member of Seacoast Shores

Association, Inc. (SSAI) and have been a member continuously since 2012.

I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.

The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.

The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.

The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.

The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.

As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17 DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Laura J Zollo

Name (Please Print): Laura Zollo Laura Zollo

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF MARTHA TASCIONE IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

My name is Martha Tascione and my residence is

121 Edgewater Dr East, East Falmouth, MA 02536.

I also own the property located at 121 Edgewater Dr East, East

Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since 2019.

I pay the annual dues (currently \$425) to be a member of Seacoast Shores

Association, Inc. (SSAI) and have been a member continuously since 2019.

I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

The plaintiffs' proposed amended complaint is a class action which seeks to form a
class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.

The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.

The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.

The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.

The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.

As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Martha Tascione

Name (Please Print): Martha Tascione
Martha Tascione

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF MICHEAL CARLINO SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **Micheal Carlino** and my residence is
1 PLYMOUTH DRIVE, EAST FALMOUTH, MA 02536.
2. I also own the property located at 1 PLYMOUTH DRIVE, East
Falmouth, MA which is part of the community known as Seacoast Shores. I have
owned this property since 10/15/2021.
3. I do not pay the annual dues (currently \$425). to be a member of Seacoast Shores
Association, Inc. (SSAI) and have never been a member.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to
amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature:



Name (Please Print): Micheal Carlino

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF PAMELA A. CHAVES TRUSTEE IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Pamela A. Chaves and my primary residence is 16 Carlson Circle, Natick, MA 01760.
2. I also own the property located at 400 Edgewater Drive East., East Falmouth, MA 02536 which is part of the community known as Seacoast Shores. I have owned this property since 12/28/1987.
3. I pay dues (currently \$425) to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member continuously since 2012.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member ON THIS PROPERTY and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs' represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17TH DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Pamela A. Chaves
PAMELA A. CHAVES, Trustee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF PAMELA A. CHAVES TRUSTEE IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Pamela A. Chaves and my primary residence is 16 Carlson Circle, Natick, MA 01760.
2. I also own the property located at 402 Seacoast Shores Blvd., East Falmouth, MA 02536 which is part of the community known as Seacoast Shores. I have owned this property since 12/28/1987.
3. I pay dues (currently \$425) to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member continuously since 2012.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

6. I am not a Clubhouse Investment Member ON THIS PROPERTY and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs' represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17TH DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Pamela A. Chaves
PAMELA A. CHAVES, Trustee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF Robert Murray SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **Robert Murray** and my residence is 71 Seacoast Shores Blvd., 02536.
2. I also own the property located at 71 Seacoast Shores Blvd., East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 06/17/2024
3. I do pay the annual dues (currently \$425). to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member since 2024 on this property.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____

Name (Please Print): **Robert Murray**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF Roberta Murray SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **Roberta Murray** and my residence is 71 Seacoast Shores Blvd., 02536.
2. I also own the property located at 71 Seacoast Shores Blvd., East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 06/17/2024
3. I do pay the annual dues (currently \$425). to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member since 2024 on this property.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Roberta Murray
Name (Please Print): **Roberta Murray**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF RONALD BARTKIEWICZ IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Ronald Bartkiewicz and my residence is

21 Lynnwood Ter, East Falmouth, MA 02536.

2. I also own the property located at 21 Lynwood Ter, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 09/06/96.

3. I pay the annual dues (currently \$425) to be a member of Seacoast Shores

Association, Inc. (SSAI) and have been a member from time to time since 1996.

4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.

5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.)

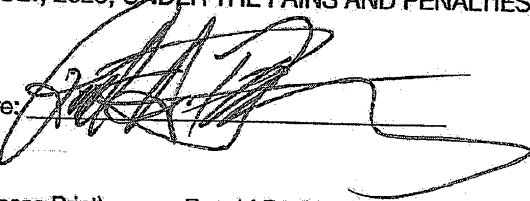
6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.

7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.

8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.

9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: 

Name (Please Print): Ronald Bartkiewicz

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V

SEACOAST SHORES ASSOCIATION, INC.
Defendant

AFFIDAVIT OF Edward L. Dudley SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT

1. My name is **Edward A. Dudley** and my residence is 14 Riverina Rd. Andover MA 01810.
 2. I also own the property located at 74 Edgewater Dr. East, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 12/21/2023.
 3. I do pay the annual dues (currently \$425). to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member since 2023 on this property.
 4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
- The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Edward A. Dudley
Name (Please Print): Edward A. Dudley, REDD LLC

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF Edward L. Dudley Trustee SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFFS' SECOND MOTION TO AMEND
COMPLAINT**

1. My name is **Edward L. Dudley** and my residence is 2 Myopia Ln, Nashua, NH, 03063.
2. I also own the property located at 106 Seacoast Shores, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 09/03/2020.
3. I do pay the annual dues (currently \$425). to be a member of Seacoast Shores Association, Inc. (SSAI) and have been a member since 2020 on this property.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended

Complaint, page 1.)

6. I am not a Clubhouse Investment Member and therefore believe the plaintiffs are trying to include me as a member of the class.
7. The plaintiffs represent that the class they seek to represent has a long list of claims against SSAI all listed at paragraph 11 on page 4 of their proposed Second Amended Complaint.
8. The plaintiffs represent in Counts I-V of their proposed amended complaint that the members of the proposed class seek declaratory rulings on a number of legal questions regarding membership in SSAI, HOA clauses in 10 deeds, SSAI's legal authority, compensatory damages, and affirmative easement rights. I am not interested in seeking rulings from the court on any of these issues.
9. The plaintiffs represent in Count VI of the proposed amended complaint that the members of the proposed class seek damages for infringement of easement rights. I am not interested in seeking damages from SSAI.
10. The plaintiffs' proposed class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who does not want to be a part of this class action and stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature:

Name (Please Print): **Edward L. Dudley Trustee**

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF KEVIN B. COAN TRUSTEE IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Kevin B. Coan and my primary residence is 7 Whispering Lane, Natick Mass 01760 .
2. I also own the property located at 396 Edgewater Drive East, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 12/28/1987.
3. I am an Investment Member of Seacoast Shores Association, Inc. (SSAI) and have been an Investment member since 2012.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.

6. The plaintiffs also allege:

9. All of the proposed class members are readily identifiable by objective criteria, in that all class members can be identified from public records - Barnstable Registry of Deeds records and Town of Falmouth Assessors' records. The Club (sic) Investment Members are readily identifiable as they have a certificate recorded in their chain of title that identifies the owner as a Club (sic) Investment Member.

(Plaintiffs' proposed Second Amended Complaint, page 4, paragraph 9).

7. I have purchased an Investment Membership that was used to build and maintain the clubhouse. As such, I am an SSAI Investment Member. Every year I have the option to be a Clubhouse Member. In those years that I pay Clubhouse dues, I am a Clubhouse Member. If I pay only the Association dues (currently \$425), then I am not a Clubhouse Member, but I am still an Investment Member and can become a Clubhouse Member any time I choose.
8. I have not recorded my Investment Certificate at the Barnstable County Registry of Deeds. Therefore, my status as an Investment member is not "readily identifiable" from public records.
9. If the plaintiffs intend to include me as a member of the class because my Investment Certificate is not recorded at the registry of deeds, then I object. I do not wish to be a member of the plaintiffs proposed class.
10. The Plaintiffs class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint, I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____


Kevin B. Coan, Trustee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

DANA RUSSELL DEFURIA, ET AL,
Plaintiffs

V.

SEACOAST SHORES ASSOCIATION, INC.
Defendant

**AFFIDAVIT OF PAMELA A. CHAVES TRUSTEE IN SUPPORT OF
DEFENDANT'S OPPOSITION TO PLAINTIFFS' SECOND MOTION TO
AMEND COMPLAINT**

1. My name is Pamela A. Chaves and my primary residence is 16 Carlson Circle, Natick Mass 01760.
2. I also own the property located at 396 Edgewater Drive East, East Falmouth, MA which is part of the community known as Seacoast Shores. I have owned this property since 12/28/1987.
3. I am an Investment Member of Seacoast Shores Association, Inc. (SSAI) and have been an Investment member since 2011.
4. I understand that the plaintiffs in the above captioned matter have filed a motion to amend their complaint against SSAI.
5. The plaintiffs' proposed amended complaint is a class action which seeks to form a class consisting of:

"Those persons or legal entity that currently own residential property in the Seacoast Shores neighborhood of East Falmouth, Massachusetts. That have not contributed to the construction of a clubhouse and been designated Clubhouse Investment Members." (Plaintiffs' proposed Second Amended Complaint, page 1.

6. The plaintiffs also allege:

9. All of the proposed class members are readily identifiable by objective criteria, in that all class members can be identified from public records - Barnstable Registry of Deeds records and Town of Falmouth Assessors' records. The Club (sic) Investment Members are readily identifiable as they have a certificate recorded in their chain of title that identifies the owner as a Club (sic) Investment Member.

(Plaintiffs' proposed Second Amended Complaint, page 4, paragraph 9).

7. I have purchased an Investment Membership that was used to build and maintain the clubhouse. As such, I am an SSAI Investment Member. Every year I have the option to be a Clubhouse Member. In those years that I pay Clubhouse dues, I am a Clubhouse Member. If I pay only the Association dues (currently \$425), then I am not a Clubhouse Member, but I am still an Investment Member and can become a Clubhouse Member any time I choose.
8. I have not recorded my Investment Certificate at the Barnstable County Registry of Deeds. Therefore, my status as an Investment member is not "readily identifiable" from public records.
9. If the plaintiffs intend to include me as a member of the class because my Investment Certificate is not recorded at the registry of deeds, then I object. I do not wish to be a member of the plaintiffs proposed class.
10. The Plaintiffs' class action complaint is confusing and will lead to people being included in the class who, like me, are members of SSAI and do not wish to be part of a class that is suing SSAI.
11. As a person who stands to be adversely impacted by the plaintiffs' proposed Second Amended Complaint, I support SSAI's opposition to the plaintiffs' motion to amend their complaint.

SIGNED THIS 17th DAY OF JULY, 2025, UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: Pamela A. Chaves
Pamela A. Chaves, Trustee