COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS. SUPERIOR COURT
CIVIL ACTION NO. 2583CV01090

UNITED AMERICAN INDIANS OF NEW ENGLAND (UAINE) and MAHTOWIN MUNRO	)
Plaintiffs,	)
v.	)
TOWN OF PLYMOUTH and DEREK BRINDISI, TOWN MANAGER, in his official capacity,	)
Defendants.	)

PLAINTIFFS' RENEWED EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND DECLARATORY RELIEF

(ORAL ARGUMENT REQUESTED)

Plaintiffs United American Indians of New England (UAINE) and Mahtowin Munro (together, "UAINE") move under Mass. R. Civ. P. 65, on an emergency basis, for a temporary restraining order, preliminary injunction, and declaratory relief against Defendants Town of Plymouth and its Town Manager Derek Brindisi (together, the "Town" or "Plymouth") so that UAINE's annual National Day of Mourning ("NDOM") may take place, unburdened and properly staged, on **Thursday, November 26, 2026**.

The emergency nature of this filing is, again, attributable to the Town's conduct mere days before the stage is customarily erected on the day prior to NDOM. Last year, on November 25, 2025, this Court entered an Order on the Parties' Joint Agreement enjoining the Town from

requiring insurance or a bond for NDOM 2025, from requiring indemnity, defense, or hold-harmless agreements, and from requiring municipal permits, and requiring the Town to facilitate NDOM 2025 consistent with historical practice after the 1998 Settlement Agreement, including erection of a stage on Cole's Hill. (Dkt. 7). The parties have since engaged in a year of meetings and negotiations, including with the Commonwealth's Department of Conservation and Recreation, which confirmed on November 5, 2026 that it would require no permits, that the Town was free to continue setting up a stage, and that UAINE could continue to begin NDOM on Cole's Hill. UAINE also again agreed to issue its limitation of liability disclaimer to participants who use the stage.

Despite all this, UAINE was informed that the Plymouth Select Board voted on November 10, 2026 to cease compliance with the 1998 Settlement Agreement and to end its decades-long facilitation of NDOM's opening program on Cole's Hill by either providing a showmobile or setting up a stage. The Town has declared it will do neither, leaving UAINE without a stage days before over a thousand individuals travel to attend NDOM.

UAINE therefore respectfully requests that the Court enter an order that:

i. The Parties' 1998 Settlement Agreement remains binding and valid;

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

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

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

v. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendants, are enjoined from repudiating or ceasing performance of the 1998 Settlement Agreement, including as voted by the Plymouth Select Board on November 10, 2026;

vi. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendants, are required to facilitate, prepare, and enable the National Day of Mourning activities to take place, consistent with the 1998 Settlement Agreement and historical practice, including without limitation the erection of a stage on Cole's Hill for NDOM 2026 or substitutionary performance acceptable to UAINE.

In support of this Motion, UAINE relies on the accompanying Memorandum of Law, the Declaration of Mahtowin Munro and Declaration of David Nathanson, Esq. previously submitted (Dkts. 3.1, 3.2, 3.3), this Court's Order of November 25, 2025 (Dkt. 7), and its Complaint.

As set forth in the Memorandum, UAINE is entitled to a temporary restraining order, preliminary injunctive relief, and declaratory relief on an emergency basis because (1) UAINE is likely to succeed on its contract, implied covenant, declaratory judgment, and First Amendment claims; (2) UAINE will suffer irreparable harm in the loss of its contractual and First Amendment rights at a time-sensitive annual event that cannot be recreated after November 26, 2026; (3) the balance of equities favors UAINE, as the Town faces at most compliance with the same obligations it has performed for decades and this Court ordered in 2025; and (4) the public interest favors enforcement of the settlement agreement and protection of First Amendment activity in traditional public fora.

UAINE respectfully requests that the Court issue injunctive and declaratory relief and requests the opportunity to be heard on this Motion as soon as the Court's schedule allows, with sufficient time for meaningful relief before NDOM 2026. A proposed order is attached as Tab A hereto.

UNITED AMERICAN INDIANS OF NEW ENGLAND (UAINE) AND MAHTOWIN MUNRO,

By their attorneys,

/s/ Daniel S. Guenther
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Dated: November 16, 2026

CERTIFICATE OF REASONABLE EFFORTS TO CONFER

I certify that on Thursday, November 12, 2026, I conferred with Kathleen McKay, Esq., counsel for Defendants, by telephone in a continued series of yearlong good-faith efforts to resolve or narrow the issues presented by this Motion, and was informed of the Town's vote and position and the inability of the parties to narrow the areas of dispute. Immediately after filing this Motion, I sent a copy of the Motion, supporting Memorandum, and proposed order to Defendants' counsel by electronic mail.

/s/ Daniel S. Guenther

Daniel S. Guenther

CERTIFICATE OF SERVICE

I hereby certify that on November 16, 2026, a true and correct copy of the foregoing document was sent by electronic mail to Kathleen McKay, Esq. and Stacey Klein Verde, Esq., counsel for Defendants Town of Plymouth and Derek Brindisi.

/s/ Daniel S. Guenther

Daniel S. Guenther

TAB A

COMMONWEALTH OF MASSACHUSETTS

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Defendants.	)

[PROPOSED] ORDER GRANTING PLAINTIFFS' RENEWED EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND DECLARATORY RELIEF

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

The Court accordingly ORDERS and DECLARES that:

i. The Parties' 1998 Settlement Agreement remains binding and valid;

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

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

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

v. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendants, are enjoined from repudiating or ceasing performance of the 1998 Settlement Agreement, including as voted by the Plymouth Select Board on November 10, 2026;

vi. Defendants, and their employees, agents, servants, officers, and persons in concert with Defendants, are required to facilitate, prepare, and enable the National Day of Mourning activities to take place, consistent with the 1998 Settlement Agreement and historical practice, including without limitation the erection of a stage on Cole's Hill for NDOM 2026 or substitutionary performance acceptable to UAINE.

IT IS SO ORDERED.

Signed this ____ day of _____, 2026

_____

Associate Justice of the Superior Court