

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
SUPERIOR COURT DEPARTMENT

1

ESSEX, ss

LAWRENCE DIVISION
CA NO. 1977-CV- 1057

_____)
JOHN HOLLIS,)
For himself and as next friend of the minor child John Doe)
)
Plaintiffs,)
)
v.)
)
JEREMY COHEN)
and)
BOSTON DOG LAWYERS, LLC)
)
Defendants.)
_____)

COMPLAINT AND DEMAND FOR JURY TRIAL
INTRODUCTION

The Plaintiff, John Hollis (“Hollis”) purchased a dog, Nikko, from Renell Howard from Ansonia, Connecticut on December 7, 2015 for the sum of two hundred dollars (\$200.00). *See* Ex. 1, Nikko P&S; Ex. 2, Grooming Bill; Ex. 3, Rescue E-mails. After the purchase, Hollis and Samantha Wallick (“Wallick”) lived together. Wallick had her own dog. When they separated, Hollis and Wallick signed a contractual Buy-Sell Agreement Between Property Owners of their jointly owned property in Attleboro, MA 02703 (“Buy-Sell Agreement”) (the “Property”) bound by \$8,000 consideration payable by Hollis to Wallick to take Wallick’s name off the deed of the house they shared. *See* Ex. 4, Buy-Sell Agreement. Wallick agreed in the Buy-Sell Agreement that “[o]nce title is transferred back/recorded to John M. Hollis, Samantha Wallick will no longer have any legal/monetary interest in [the Property] or any interest in pets or personal property

items/furniture.” The deed transferring the house back to John M. Hollis was recorded in the Bristol Registry of Deeds in Book 23788 at Page 275 on June 6, 2017.

On or about June 7, 2019, Jeremy Moss Cohen (“Cohen”), of Boston Dog Lawyers, LLC sent a demand letter to Hollis asserting that the dog Nikko belonged to his client, Wallick. *See* Ex. 5, Demand Letter to Hollis. In that Demand Letter, Cohen asserted that Hollis has “deprived [Wallick] of her property...since March 2nd of 2019.” That was factually incorrect since Nikko was and is Hollis’ property. However, Cohen arrogantly and falsely further asserted that Hollis’ “unilateral deployment of self-help tactics exposes you to an action for larceny and conversion among other things.” Cohen gave Hollis a deadline of June 21, 2019 to contact his office to discuss the “terms of the return of the dog Nikko to [Wallick].” Cohen further threatened that he anticipated hearing from Hollis “prior to the close of business on June 21, 2019.” He further threatened that he would “recommend to Ms. Wallick that we file suit in the appropriate court if this is not resolved.” Cohen went on to threaten that “[w]e will then pursuit (sic) financial and emotional damages as well.”

Hollis’s son is totally attached to Nikko as is Hollis. The emotional stress of threats of both criminal and civil action took a toll on both of them. Hollis felt he had no alternative but to retain counsel. Cohen was sent a Mass. Gen. Laws ch. 93A Demand Letter advising him of his multiple inaccuracies and false statements and that his threats to seek criminal and civil action against Hollis had no basis in law and were unethical. *See* Ex. 6, Mass. Gen. Laws ch. 93A Demand Letter. Cohen retained an attorney for the sole purpose of responding to the Mass. Gen. Laws ch. 93A Demand Letter and made no reasonable offer of settlement.

Hollis now sues for intentional infliction of emotional distress and violation of Mass. Gen. Laws ch. 93A.

JURISDICTION AND VENUE

1. The Massachusetts Superior Court has jurisdiction for claims for damages exceeding \$25,000.00 pursuant to Mass. Gen. Laws ch. 212, §3.
2. Venue is appropriate in Essex Superior Court since Cohen and Boston Dog Lawyers, LLC have an office in Beverly, County of Essex, Commonwealth of Massachusetts.

PARTIES

3. John Hollis (“Hollis” or “Plaintiff”), is a natural person residing in Attleboro, County of Bristol, Commonwealth of Massachusetts.
4. John Doe is the minor son of Hollis.
5. Jeremy Moss Cohen (“Cohen”) is an attorney practicing in Beverly, County of Essex, Commonwealth of Massachusetts.
6. Boston Dog Lawyers, LLC (“BDL”) is a Massachusetts profit corporation.
7. BDL has a principal place of business at 100 Cummings Center, Suite 207-P, Beverly, Massachusetts.
8. BDL does business throughout Massachusetts.

FACTS

9. The Plaintiff, John Hollis (“Hollis”) purchased a dog, Nikko, from Renell Howard from Ansonia, Connecticut on December 7, 2015 for the sum of two hundred dollars (\$200.00). *See* Ex. 1, Nikko P&S; Ex. 2, Grooming Bill; Ex. 3, Rescue E-mails.
10. Nikko was Hollis’ property.
11. Hollis knew Samantha Wallick (“Wallick”).
12. Wallick owned her own dog, Jager.
13. Hollis and Wallick were satisfied that Nikko and Jager were compatible.

14. On November 6, 2015, Hollis and Wallick purchased a house together in Attleboro (the “Property”).
15. After the house purchase, Hollis and Wallick lived together for a while..
16. When they separated, Hollis and Wallick signed a contractual Buy-Sell Agreement Between Property Owners of the Property (“Buy-Sell Agreement”) bound by \$8,000 consideration payable by Hollis to Wallick to take Wallick’s name off the deed of the house they shared. *See* Ex. 4, Buy-Sell Agreement.
17. Wallick agreed in the Buy-Sell Agreement that “[o]nce title is transferred back/recorded to John M. Hollis, Samantha Wallick will no longer have any legal/monetary interest in [the Property] **or any interest in pets** or personal property items/furniture.”
18. The deed transferring the house back to Hollis was recorded in the Bristol Registry of Deeds in Book 23788 at Page 275 on June 6, 2017.
19. On or about June 7, 2019, Jeremy Moss Cohen (“Cohen”), of Boston Dog Lawyers, LLC (“BDL”) sent a demand letter to Hollis asserting that the dog Nikko belonged to his client, Wallick. *See* Ex. 5, Demand Letter to Hollis.
20. In that demand letter, Cohen asserted that Hollis has “deprived [Wallick] of her property...since March 2nd of 2019.”
21. Cohen arrogantly and falsely further asserted that demand letter that Hollis’ “unilateral deployment of self-help tactics exposes [Hollis] to an action for larceny and conversion among other things.” *See* Ex. 5, Demand Letter to Hollis.
22. Cohen gave Hollis a deadline of June 21, 2019 in that demand letter to contact his office to discuss the “terms of the return of the dog Nikko to [Wallick].” *See* Ex. 5, Demand Letter to Hollis.

23. Cohen further threatened in that demand letter that he anticipated hearing from Hollis “prior to the close of business on June 21, 2019.” *See* Ex. 5, Demand Letter to Hollis.
24. Cohen further threatened in that demand letter that he would “recommend to Ms. Wallick that we file suit in the appropriate court if this is not resolved.” *See* Ex. 5, Demand Letter to Hollis.
25. Cohen went on to threaten in that demand letter that “[w]e will then pursue (sic) financial and emotional damages as well.” *See* Ex. 5, Demand Letter to Hollis.
26. Hollis and his son are totally attached to Nikko.
27. The severe emotional stress of threats of both criminal and civil action took a toll on both of them.
28. The severe emotional stress of losing Nikko took an additional toll on both of them.
29. Hollis felt he had no alternative but to retain counsel to protect him from the threatened civil and criminal charges and to protect Nikko from being taken from him and his son. *See* Ex. 5, Demand Letter to Hollis.
30. Cohen was sent a Mass. Gen. Laws ch. 93A Demand Letter by Hollis’ counsel advising him of his multiple inaccuracies and false statements and that his threats to seek criminal and civil action against Hollis had no basis in law and were unethical. *See* Ex. 6, Mass. Gen. Laws ch. 93A Demand Letter (without Exhibits).
31. Cohen retained an attorney for the sole purpose of responding to the Mass. Gen. Laws ch. 93A Demand Letter and made no reasonable offer of settlement. *See* Ex. 7, Cohen’s Response to 93A Demand Letter.
32. Hollis’ counsel responded to the 93A response. *See* Ex. 8, Hollis’ counsel’s response to Cohen’s counsel.

33. Mass. R. P. Cond. 1.1 states:

A lawyer shall provide **competent representation** to a client. Competent representation requires the **legal knowledge, skill, thoroughness, and preparation** reasonably necessary for the representation.

See Ex. 9, Mass. R. P. Cond. 1.1. (Emphasis added).

34. To information and belief, by failing to determine the true ownership of Nikko before sending the demand letter to Hollis, Cohen has exhibited a lack of competence in violation of Mass. R. P. Cond. 1.1. *See Ex. 9, Mass. R. P. Cond. 1.1.*

35. If Cohen knew Hollis owned Nikko, then he made false representations and false threats.

36. Mass. R. P. Cond. 3.1 states:

A lawyer shall not bring, continue, or defend a proceeding, or assert or controvert an issue therein, unless there is a **basis in law and fact** for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

See Ex. 10, Mass. R. P. Cond. 3.1. (Emphasis added).

37. Cohen threatened both criminal and civil action where there was no basis for either just to coerce and intimidate Hollis in giving up Nikko even though Hollis owned Nikko and Wallick had contractually waived all rights to Nikko in violation of Mass. R. P. Cond. 3.1. *See Ex. 10, Mass. R. P. Cond. 3.1.*

38. Mass. R. P. Cond. 3.4 states:

A lawyer shall not:

- (a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;
- (b) falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

- (c) knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists;
- (d) in pretrial procedure, make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;
- (e) in appearing before a tribunal on behalf of a client:
 - (1) state or allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence;
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) assert a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused, but the lawyer may argue, upon analysis of the evidence, for any position or conclusion with respect to the matters stated herein;
- (f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
 - (1) the person is a relative or an employee or other agent of a client; and
 - (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information;
- (g) pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent upon the content of his or her testimony or the outcome of the case. But a lawyer may advance, guarantee, or acquiesce in the payment of:
 - (1) expenses reasonably incurred by a witness in preparing, attending or testifying;
 - (2) reasonable compensation to a witness for loss of time in preparing, attending or testifying; and
 - (3) a reasonable fee for the professional services of an expert witness;
- (h) present, participate in presenting, or threaten to present criminal or disciplinary charges solely to obtain an advantage in a private civil matter;**
or
- (i) in appearing in a professional capacity before a tribunal, engage in conduct manifesting bias or prejudice based on race, sex, religion, national origin, disability, age, or sexual orientation against a party, witness, counsel, or other person. This paragraph does not preclude legitimate advocacy when race, sex, religion, national origin, disability, age, or sexual orientation, or another similar factor is an issue in the proceeding.

See Ex. 11, Mass. R. P. Cond. 3.4. (Emphasis added).

39. The issue of the ownership of Nikko was a civil matter that should have been clear by Hollis' December 7, 2015 receipt for the purchase of Nikko for the sum of two hundred dollars (\$200.00) plus Wallick's contractual waiver in the Buy-Sell Agreement. *See* Ex. 1, Nikko P&S; Ex. 2, Grooming Bill; Ex. 3, Rescue E-mails; Ex. 4, Buy-Sell Agreement; Ex. 11, Mass. R. P. Cond. 3.4.

40. Cohen used the threat of criminal action to gain an advantage in the civil matter of the ownership of Nikko in violation of Mass. R. P. Cond. 3.4 just to coerce and intimidate Hollis into giving up Nikko even though Hollis owned Nikko and Wallick had contractually waived all rights to Nikko. *See* Ex. 11, Mass. R. P. Cond. 3.4.

41. Mass. R. P. Cond. 4.1 states:

In the course of representing a client a lawyer shall not knowingly:

- (a) **make a false statement of material fact or law to a third person;** or
- (b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

See Ex. 12, Mass. R. P. Cond. 4.1. (Emphasis added).

42. As outlined *supra*, Cohen made multiple statements in his threatening letter to Hollis that he knew or should have known were false in violation of Mass. R. P. Cond. 3.4.

43. Mass. R. P. Cond. 4.3 states:

In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding. **The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client.**

See Ex. 13, Mass. R. P. Cond. 4.3. (Emphasis added).

44. Cohen knew Hollis was unrepresented since he contacted Hollis directly.
45. Cohen should not have advised Hollis that he should contact Cohen to discuss giving up Nikko but should have advised him to retain counsel to obtain advice for his legal interests in violation of Mass. R. P. Cond. 4.3. *See Ex. 13, Mass. R. P. Cond. 4.3.*

46. Mass. R. P. Cond. 4.4 states:

(a) In representing a client, **a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person**, or use methods of obtaining evidence that violate the legal rights of such a person.

(b) A lawyer who receives a document or electronically stored information relating to the representation of the lawyer's client and knows or reasonably should know that the document or electronically stored information was inadvertently sent shall promptly notify the sender.

See Ex. 14, Mass. R. P. Cond. 4.4. (Emphasis added).

47. Cohen threatened criminal action against Hollis, in addition to civil action, burdening Hollis with legal fees and emotional damages where there was no basis at law for either action just to coerce and intimidate Hollis in giving up Nikko even though Hollis owned Nikko and Wallick had contractually waived all rights to Nikko in violation of Mass. R. P. Cond. 4.4. *See Ex. 14, Mass. R. P. Cond. 4.4.*

48. Cohen's conduct in threatening Hollis with criminal and civil action with no basis in law was intentional and reckless and designed to coerce and intimidate Hollis in giving up Nikko even though Hollis owned Nikko and Wallick had contractually waived all right to Nikko.

49. Cohen's conduct in threatening Hollis with criminal and civil action with no basis in law and in violation of multiple Massachusetts Rules of Professional Conduct was extreme and outrageous.

50. Cohen's conduct in threatening Hollis with criminal and civil action with no basis in law was the cause of Hollis retaining counsel to advise himself and to protect himself from criminal and civil action.

51. Cohen's conduct in threatening Hollis with criminal and civil action with no basis in law caused Hollis and his son severe emotional distress.

COUNT 1
VIOLATION OF MASS. GEN. LAWS CH. 93A

52. The Plaintiffs repeat and re-allege the allegations set forth above in ¶¶ 1- 51, which are incorporated herein by reference.

53. Cohen's law practice is a business as defined in Mass. Gen. Laws ch. 93A.

54. The Massachusetts Rules of Professional Conduct are designed to codify the rules attorneys are supposed to practice under. They are also intended to protect members of the profession, litigants and third parties from unfair and deceptive practices.

55. Cohen has, among other rules, flagrantly violated Mass. R. Prof. Cond. 1.1, 3.1, 3.4, 4.1, 4.3, and 4.4.

56. Violation of those rules coupled with Cohen's overtly unfair and deceptive conduct violates Mass. Gen. Laws ch. 93A.

57. Hollis and his son have suffered damages as a result of Cohen's misconduct.

58. Cohen had to retain an attorney to advise and assist him with the threatened criminal and civil charges.

59. Those counsel fees are damages that Hollis has a right to have reimbursed.

60. WHEREFORE, the Plaintiffs respectfully request that this Court:

- a. Enter Judgment against the Defendants on Count 1;
- b. Award damages to the Plaintiffs;
- c. Award costs to the Plaintiffs;
- d. Award interest;
- e. Award attorneys' fees;
- f. Award triple damages;
- g. Award punitive damages;
- h. Enter such additional orders as this Honorable Court feels deems just and fair.

COUNT 2
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

61. The Plaintiffs repeat and re-allege the allegations set forth above in ¶¶ 1-60, which are incorporated herein by reference.
62. Hollis and his son have suffered severe emotional distress due to Cohen's unethical conduct.
63. WHEREFORE, the Plaintiffs respectfully request that this Court:
 - a. Enter Judgment against the Defendants on Count 2;
 - b. Award damages to the Plaintiffs;
 - c. Award costs to the Plaintiffs;
 - d. Award interest;
 - e. Award attorneys' fees;
 - f. Award triple damages;
 - g. Award punitive damages;
 - h. Enter such additional orders as this Honorable Court feels deems just and fair.

**COUNT 3
DECLARATORY RELIEF**

64. The Plaintiffs repeat and re-allege the allegations set forth above in ¶¶ 1-63, which are incorporated herein by reference.
65. Hollis has a P&S receipt for Nikko. *See* Ex. 1, Nikko P&S; Ex. 2, Grooming Bill; Ex. 3, Rescue E-mails.
66. Wallick expressly waived any interest in Nikko.
67. WHEREFORE, the Plaintiffs respectfully request that this Court:
- a. Order that Nikko is the property of Hollis.
 - b. Order that Wallick has no interest in Nikko.

DEMAND FOR JURY TRIAL

The Plaintiff demands a jury trial for all issues so triable.

The Plaintiff,
JOHN HOLLIS,
For himself and
As next friend of the minor child, John Doe,
By his attorneys,

/s/ Alexandria A. Jacobs

ALEXANDRIA A. JACOBS
BBO # 682114
ajacobslaw@gmail.com

/s/ Walter H. Jacobs

WALTER H. JACOBS
BBO # 672106
wjacobslaw@gmail.com

W. Jacobs and Associates at Law, L.L.C.
795 Turnpike Road
North Andover, MA 01845
978-688-0900

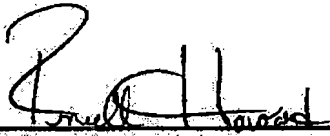
Date: July 22, 2019

EXHIBIT 1

12/7/2015

I, Renell Howard of Ansonia Ct, agree to sell my dog Nico to John Hollis of Attleboro, Ma for the sum of \$200.00 in the form of cash

All vet records are current and Nico will be groomed before pick up on 12/13/15



Renell Howard



John Hollis

EXHIBIT 2

Location

**PetSmart Store 2286 Orange
55 Boston Post Road
ORANGE, CT 06477**

2039372749

Schedule

Sun, Dec 13, 2015

12:30 PM - 3:30 PM

Groom

Nikko (Staff: Weng C)

Total Price: \$60.00

Pet

Nikko

2 years, 7 months old, Male, Neutered, 30 weight (lbs), Schnauzer Standard, No

Payer Information

John Hollis

johnhollis@live.com

4014743401 (Home)

EXHIBIT 3

Re: Home Visit

John Hollis

Tue 12/10/2013 8:55 PM

To: lindsey.boulay@gmail.com <lindsey.boulay@gmail.com>

Hi Lindsey. I am available tomorrow between 12 and 2.

I am also avail 1st thong on Thursday a.m.

Do either of these work for you?

Sent from my iPhone

On Dec 10, 2013, at 7:26 PM, lindsey.boulay@gmail.com wrote:

> Hi John,

>
> My name is Lindsey and I am going to be doing your home visit. What days and hours work for you? Looking forward to doing your visit so you can go forward with the adoption process!!

>
> Lindsey Boulay

> Transport Coordinator

> Survivor Tails Animal Rescue

>

From: John Hollis <johnhollis@live.com>
Sent: Tuesday, December 10, 2013 10:04 PM
To: Laurel silvia
Subject: Re: Adoption

Ok great. Thank you. Question. Does everyone from the rescue me website work with one another more or less? I have received an email saying my application was received and that the next step is a home visit. I am new to adoption and do not want to mess anything up. Also, i want to see a few dogs to get a feel for which is the best for for me. Does that make sense?

I look forward to looking at the emails you send.

Thank you Laurel.

Sent from my iPhone

On Dec 10, 2013, at 9:59 PM, "Laurel silvia" <laurelsilvia@comcast.net> wrote:

Hi John,

Generally a male/female combination is best, but dogs of the same gender can get along very well too.

I'm going to send you some pictures and profiles in separate emails. I recently switched from a PC to a MAC and it's been quite a learning experience. I apologize for the numerous emails. I'll be sending two males and one female. I learn of new dogs all the time, so if none of these are a good match, I'll keep looking for you.

Thanks for your patience:).

Laurel

Laurel Silvia, CPDT-KA
Lulu's Legacy
Dog-Friendly Dog Training!
AKC CGC Evaluator
Member IAABC, APDT
978-621-8411

From: John Hollis <johnhollis@live.com>
Date: Monday, December 9, 2013 at 11:00 PM
To: Laurel silvia <laurelsilvia@comcast.net>

EXHIBIT 4

BUY-SELL AGREEMENT BETWEEN PROPERTY OWNERS OF 33 NORGATE ROAD, ATTLEBORO, MA 02703

THIS AGREEMENT is made this 5TH day of June, 2017 between **John M. Hollis** and (Co-Owner), and **Samantha Wallick** (Co-Owner) The Co-owners are engaged in the joint ownership of 33 Norgate Road, Attleboro, MA 02703.

The purpose of this agreement is (1) to provide buyout amounts in periodic payments to remove Samantha Wallick from the Deed to this Property; and (2) Samantha agrees to sign the Deed in coordination with the signing of this agreement removing her from the Title to the property

THEREFORE, in consideration of the mutual promises and obligations set forth hereafter, each Co-Owners agree as follows

- 1) John M Hollis agrees to pay Samantha Wallick a total of **\$8,000.00** (eight Thousand) dollars to be paid as follows (a) \$2800.00 dollars at the signing of this agreement, (b) \$2600.00 dollars within three months of signing this agreement, and (c) the final \$2600.00 dollars within six months of signing this agreement. John M Hollis can at any point pay optional monetary amounts to reach the \$8,000.00 dollar total balance amount before the 6 months have elapsed and this agreement will be considered satisfied. However, if through diligent efforts John M Hollis can not make all payments within the 6 months, Co-Owners agree to extend this agreement for 24 months from date of signing.
- 2) In consideration of the monetary pay out, Samantha Wallick agrees to sign the Deed removing herself from the Title of the property on the date of the signing of this buyout agreement. John M Hollis will then be responsible to record the deed. Once title is transferred back/recorded to John M Hollis, Samantha Wallick will no longer have any legal/monetary interest in 33 Norgate Road, Attleboro, MA 02703 or any interest in pets or personal property items/furniture
- 3) The Parties understand their obligations of this agreement and are signing this in good faith and fair dealings
- 4) This agreement shall be binding upon the Partners, their heirs, legal representatives, successors and assignees, and upon the Partnership, its successors and assigns
- 5) This agreement shall be construed under the laws of the Commonwealth of Massachusetts. If any part of this agreement is shown to be invalid the rest of the agreement shall control

Executed under the pains and penalties of perjury, and as a sealed instrument
this 5th day of June, 2017

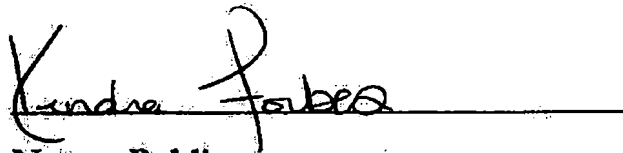


John M. Hollis

Commonwealth of Massachusetts

County: Bristol

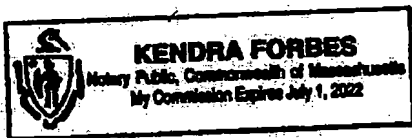
On this 5th day of June, 2017 before me personally appeared **John M. Hollis** proved to me through satisfactory evidence of identification, which was MA Drivers Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily and for its stated purpose



Notary Public:

Seal Here:

My Commission Expires:



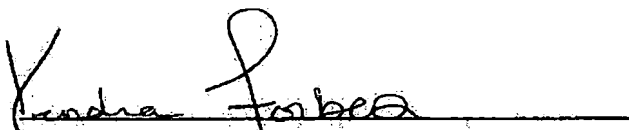
Executed under the pains and penalties of perjury, and as a sealed instrument
this 5th day of June, 2017


Samantha Wallick

Commonwealth of Massachusetts

County Bristol

On this 5th day of June 2017 before me personally appeared **Samantha Wallick** proved to me through satisfactory evidence of identification, which was MA Drivers Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily and for its stated purpose



Notary Public:

Seal Here:

My Commission Expires:

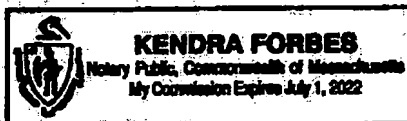


EXHIBIT 5



100 Cummings Center, Suite 207P
Beverly, MA 01915

(T) 978-867-7251

JCohen@BostonDogLawyers.com

(F) 978-336-0513

June 7, 2019

Mr. John Hollis
33 Norgate Road
Attleboro, MA 02703

Re: Nikko

Dear Mr. Hollis

This office represents Samantha Wallick in pursuit of custody of her dog Nikko. As you are aware, you have deprived my client of her property, the dog Nikko, since March 2nd of 2019. Your unilateral deployment of self-help tactics exposes you to an action for larceny and conversion among other things. Additionally, you have been neglectful of the very purposes of the adoption of Nikko, which was to provide companionship to my client's dog, Jager.

Please contact my office to discuss the terms of the return of the dog Nikko to my client. I anticipate hearing from you prior to the close of business on June 21, 2019. I will recommend to Ms. Wallick that we file suit in the appropriate court if this is not resolved. We will then pursue financial and emotional damages as well.

It is important for you to take this matter serious.

Thank you for your time and please do not hesitate to contact my office with any questions or concerns. Please do not contact my client directly.

Sincerely,



Jeremy Cohen, Esq.

JMC/dg

EXHIBIT 6



**W. JACOBS & ASSOCIATES
AT LAW, LLC**

Alexandria A. Jacobs, Esquire
ajacobslaw@gmail.com

Walter H. Jacobs, Esquire
wjacobslaw@gmail.com

June 17, 2019

Jeremy Cohen
Boston Dog Lawyers
100 Cummings Center, Suite 207P
Beverly, MA 01915
978-867-7251
JCohen@BostonDogLawyers.com

RE: John Hollis and Nikko

Dear Attorney Cohen,

This is a formal demand letter sent to you pursuant to Mass. Gen. Laws. ch. 93A § 9.

Please be advised that we represent John Hollis (“Hollis”). On or about June 7, 2019, you sent a demand letter to Hollis asserting that the dog Nikko belonged to your client, Samantha Wallick (“Wallick”). *See* Ex. 1, Demand Letter to Hollis. That is factually incorrect. Nikko was purchased by Hollis from Renell Howard from Ansonia, Connecticut on December 7, 2015 for the sum of two hundred dollars (\$200.00). *See* Ex. 2, Nikko P&S; Ex. 3, Grooming Bill; Ex. 4, Rescue E-mails. Consequently you have made a deliberately false representation to a third party to gain advantage in a potential litigation.

Then you assert that Hollis has “deprived [Wallick] of her property...since March 2nd of 2019.” That is also factually incorrect since it is his property. However, you arrogantly and falsely further assert that Hollis’ “unilateral deployment of self-help tactics exposes you to an action for larceny and conversion among other things.” Hollis cannot be liable for conversion of his own property or guilty of larceny of his own property when he is not claiming it was stolen by others. For someone practicing law since 1996, one would think you would have a better grasp of legal principles and your duty pursuant to the requirements of the Massachusetts Rules of Professional Conduct. *See* Ex. 5, Mass. R. Prof. Cond. You cannot use your legal background to intimidate and threaten third parties with false and disingenuous claims. I doubt you really even understand the concepts of conversion and larceny. You also fail to even aver what the self-help was but that is not relevant since Nikko is Hollis’ property.

In addition, you proclaim some purpose for acquiring Nikko, even though that was done by Hollis for himself as evidenced by the E-mails. If Jager wants to file some claim for loss of companionship when Hollis and Wallick went their separate ways, I suppose you could try to represent him and file an action in doggie court. What is mind-boggling is your total refusal to even acknowledge the contractual obligations Wallick undertook when she split with Hollis and signed a Buy-Sell Agreement Between Property Owners

of 33 Norgate Road, Attleboro, MA 02703.” *See* Ex. 6, Buy-Sell Agreement. That is a valid contract bound by the \$8,000 in consideration your client received. *See* Ex. 6, Buy-Sell Agreement. In that contract your client agreed that “[o]nce title is transferred back/recorded to John M. Hollis, Samantha Wallick will no longer have any legal/monetary interest in 33 Norgate Road, Attleboro, MA 02703 or any interest in pets or personal property items/furniture.” *See* Ex. 6, Buy-Sell Agreement (Emphasis added). That was accomplished and recorded in the Bristol Registry of Deeds in Book 23788 at Page 275 on June 6, 2017. What is so hard for you to understand? Hollis not only purchased Nikko and therefore owned the dog; but Wallick expressly contractually gave up any purported right to “pets.” Again, you have made false representations and demands that are directly opposite to signed documents and contracts unethically designed to intimidate a third party. Your conduct is reprehensible.

Nikko will not be returned to your client and my client will not be calling you anytime soon. Your threat to recommend to Wallick that she file suit is your responsibility. You may do whatever you feel appropriate. However, please advise your client to be prepared for a Mass. Gen. Laws ch. 231, § 6F action at the conclusion of her case in addition to a Mass. R. Civ. P. 11 claim. *See* Ex. 7, Mass. Gen. Laws ch. 231, § 6F; Ex. 8, Mass. R. Civ. P. 11. Nikko is an emotional support animal for Hollis’ son and will remain with Hollis.

I also assume you mean to threaten that you will pursue, rather than “pursuit,” “financial and emotional damages as well.” I am hard-pressed to understand what financial damages you seek or what emotional damages Wallick is entitled to under the circumstances that it is Hollis’ dog and Wallick expressly contractually waived any rights.

Unfair business practice are proscribed under Mass. Gen. Laws ch. 93A, § 2 as follows:

Section 2. (a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful. (b) It is the intent of the legislature that in construing paragraph (a) of this section in actions brought under sections four, nine and eleven, the courts will be guided by the interpretations given by the Federal Trade Commission and the Federal Courts to section 5(a)(1) of the Federal Trade Commission Act (15 U.S.C. 45(a)(1)), as from time to time amended. (c) The attorney general may make rules and regulations interpreting the provisions of subsection 2(a) of this chapter. Such rules and regulations shall not be inconsistent with the rules, regulations and decisions of the Federal Trade Commission and the Federal Courts interpreting the provisions of 15 U.S.C. 45(a)(1) (The Federal Trade Commission Act), as from time to time amended.

See Ex. 9, Mass. Gen. Laws ch. 93A, § 2

The Massachusetts Attorney General has made clear under 940 Code Mass. Reg. 3.16 some of what that office considers unfair:

3.16: General

Without limiting the scope of any other rule, regulation or statute, an act or practice is a violation of M.G.L. c.93A, § 2 if:

- (1) It is oppressive or otherwise unconscionable in any respect; or

- (2) Any person or other legal entity subject to this act fails to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction; or
- (3) It fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety, or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection; or
- (4) It violates the Federal Trade Commission Act, the Federal Consumer Credit Protection Act or other Federal consumer protection statutes within the purview of M.G.L. c. 93A, § 2.

See Ex. 10, 940 Code Mass. Reg 3.16.

In your zeal to win at all costs, you seem to have flagrantly violated multiple rules of the Mass. R. Prof. Resp. specifically including, but not limited to, Mass. R. Prof. R. 1.1, 1.3, 3.1, 3.4, 4.1, and 4.4. *See Ex. 5, Mass. R. Prof. Resp.* Those rules are designed to protect the general public and violations can constitute unfair and deceptive business practices.

It is clear that Hollis owns Nikko and that Wallick contractually expressly waived all purported interest in Nikko. Therefore, you have no case—just disingenuous threats and intimidation. You knew or should have known that but you went ahead anyway and threatened Hollis and made absurd demands. Accordingly, under Mass. Gen. Laws ch. 93A, our client demands immediate cessation of your harassment plus Hollis' legal fees for representation. So far, at my usual hourly rate of four hundred dollars (\$400.00), my bill is one thousand eight hundred dollars (\$1,800.00). If that payment is not made within thirty (30) days, our client fully intends to seek further redress without additional notice or demand. How you wish to go forward is up to you but the matter will be settled promptly or result in further court action. The choice is up to you. If you do not make the payment, Hollis will seek to collect it in court.

If you have any questions, you or your attorney may contact us. To facilitate resolution, please provide us with your counsel's contact information. However, you may not contact Hollis since he is represented by counsel.

Under Mass. Gen. Laws ch. 93A, you have thirty (30) days from your receipt of this letter to respond with a reasonable offer of settlement. If you do not respond in good faith, your failure to do so could subject you to triple damages, attorneys' fees, and costs. We strongly suggest you take the matter seriously.

Yours truly,

/s/ Walter H. Jacobs

Walter H. Jacobs

cc: John Hollis

EXHIBIT 7

The Law Office of James Ballentine

20 Hollis Lane, Rochester, NH 03867

978-834-1044

jimballentinelaw@hotmail.com

July 12, 2019

Walter H. Jacobs, Esq.
W. Jacobs & Associates at Law, LLC
795 Turnpike Street
North Andover, MA 01845

Re: Boston Dog Lawyers, LLC / Jeremy Cohen, Esq.
Chapter 93A Response

In follow-up to the above-captioned matter this will confirm that I represent Attorney Jeremy Cohen and the Boston Dog Lawyers, LLC with sole respect to the M.G.L.c. 93A claims asserted against them. ~~Please direct any future communications with respect to this matter to my attention.~~

Upon my receipt of your correspondence I conducted an extensive investigation into the veracity of the claims which you make on behalf of your client.

After my review, I have concluded that your client's Chapter 93A claims are without merit. A simple demand letter from an attorney to another party is not a consumer matter as covered by the statute. Therefore, any claim for relief which your client asserts under the consumer protection statute is categorically and unequivocally rejected and denied on behalf of my clients, Attorney Jeremy Cohen and the Boston Dog Lawyers, LLC.

I have also found, notwithstanding your interpretations, that my clients have in no way, shape, manner or form violated any rule of professional conduct in this matter.

Your client did not engage the services of either Attorney Jeremy Cohen, or the Boston Dog Lawyers, LLC. As such, there is no relationship, contractual or otherwise, which would give him any type of basis for relief under M.G.L.c. 93A.

In addition, your client has suffered no actual damages - which also renders the demand letter as legally insufficient. As you know, attorney fees in pre-litigation matters are not compensable as damages (see, *Preferred Mutual Insurance Company v. Gamache*, 426 Mass. 93,95, 686 N.E.2d 989 (1997)).

Lastly, I have urged my client to regard the demand letter's arrogant and denigrating tone as simply an inadvertent display of overzealous advocacy on the part of your client. I believe it would be in the best interests of all parties to interact with civility and professionalism in moving forward in this matter.

I trust this response will put this matter to rest, and the respective client matters may now be accordingly addressed without delay.

Should you have any questions regarding this correspondence, please do not hesitate to contact me at the letterhead address.

Sincerely,



Jim Ballentine, Esq.
cc: Jeremy Cohen, Esq.

EXHIBIT 8



**W. JACOBS & ASSOCIATES
AT LAW, LLC**

Alexandria A. Jacobs, Esquire
ajacobslaw@gmail.com

Walter H. Jacobs, Esquire
wjacobslaw@gmail.com

July 21, 2019

James O. Ballentine, Esquire
20 Hollis Lane
Rochester, NH 03867

RE: John Hollis and Nikko

Dear Attorney Ballentine,

Your response to my Mass. Gen. Laws ch. 93A Demand Letter misses the point. Due to Jeremy Cohen's demand letter sent to John Hollis (Hollis) unethically threatening both criminal and civil action, Hollis had to retain counsel to protect his interests. That cost was outlined at the time at \$1,800. It has since gone up. Hollis and his son have also suffered severe emotional distress from the threats and fear of losing Nikko. Both the legal fees and the emotional damages constitute damages under Mass. Gen. Laws ch. 93A. I also believe that violation of Mass. R. P. Cond. 1.1, 3.1, 3.4, 4.1, 4.3, and 4.4 coupled with the unfair and deceptive practices Cohen used of threatening criminal and civil action when there was no basis under the law for either makes a case for violation of Mass. Gen. Laws ch. 93A. Cohen's law practice is clearly a business subject to Mass. Gen. Laws ch. 93A. That has been determined repeatedly by the Massachusetts case law. As far as ethical violations committed by Cohen, they are enumerated *supra* and are valid and actionable. I agree that my client has no claim for legal malpractice since he did not retain Cohen, but that is not a necessary element of a Mass. Gen. Laws ch. 93A claim. Cohen and Boston Dog Lawyers, LLC ("BDL") are a business and Hollis is a consumer. There is no need for there to be a contractual relationship between Cohen/BDL and Hollis for Mass. Gen. Laws ch. 93A to control the conduct. As far as damages, I have eluded to them above. Your reliance on the holding in *Preferred Mutual Insurance Company v. Gamache* is misplaced. I suggest you reread the case. It is inapposite to the facts in the instant matter. I also disagree that the Mass. Gen. Laws ch. 93A Demand Letter to Cohen was "arrogant and denigrating" but, rather, a response to your client's threat of using criminal and civil process to effect resolution of a civil matter and his penchant for degrading unprofessional comments directed toward me personally. The documentary evidence is clear both that Hollis owns Nikko and that Wallick contractually waived all interest. Neither you nor Cohen can escape those facts.

I am unclear what you mean by "the respective client matters may now be accordingly addressed without delay." There are no client matters to address. Hollis owns Nikko—plain and simple. There is nothing to waste time and money negotiating. The case is, in my opinion, closed. Wallick never had any valid legal claim to Nikko and a competent evaluation of her position would have shown that.

What does remain is my client's Mass. Gen. Laws ch. 93A claim and the two claims for emotional distress against Cohen. Since he does not seem interested in settling them, will you accept service of process by mail or should Cohen and BDL be served by constable if any case goes forward? Please advise me how you wish to proceed.

Thank you.

Yours truly,

/s/ Walter H. Jacobs

Walter H. Jacobs

cc: John Hollis

EXHIBIT 9



SUPREME JUDICIAL COURT RULES

Rules of Professional Conduct

Rules of Professional Conduct Rule 1.1: Competence

ADOPTED DATE:

03/26/2015

EFFECTIVE DATE:

07/01/2015

CONTACT

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TABLE OF CONTENTS

Rule 1.1 ([#rule-1-1](#))

Comment ([#comment](#))

Downloads ([#downloads](#))

Contact ([#contact](#))

Rule 1.1

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

Comment

Legal Knowledge and Skill

[1] In determining whether a lawyer employs the requisite knowledge and skill in a particular matter, relevant factors include the relative complexity and specialized nature of the matter, the lawyer's general experience, the lawyer's training and experience in the field in question, the preparation and study the lawyer is able to give the matter and whether it is feasible to refer the matter to, or associate or consult with, a lawyer of established competence in the field in question. In many instances, the required proficiency is that of a general practitioner. Expertise in a particular field of law may be required in some circumstances. See [Rule 7.4](#) ([/supreme-judicial-court-rules/rules-of-professional-conduct-rule-74-communication-of-fields-of](#)).

[2] A lawyer need not necessarily have special training or prior experience to handle legal problems of a type with which the lawyer is unfamiliar. A newly admitted lawyer can be as competent as a practitioner with long experience. Some important legal skills, such as the analysis of precedent, the evaluation of evidence and legal drafting, are required in all legal problems. Perhaps the most fundamental legal skill consists of determining what kind of legal problems a situation may involve, a skill that necessarily transcends any particular specialized knowledge. A lawyer can provide adequate representation in a wholly novel field through necessary study. Competent representation can also be provided through the association of a lawyer of established competence in the field in question.

[3] In an emergency a lawyer may give advice or assistance in a matter in which the lawyer does not have the skill ordinarily required where referral to or consultation or association with another lawyer would be impractical. Even in an emergency, however, assistance should be

limited to that reasonably necessary in the circumstances, for ill-considered action under emergency conditions can jeopardize the client's interest.

[4] A lawyer may accept representation where the requisite level of competence can be achieved by reasonable preparation. This applies as well to a lawyer who is appointed as counsel for an unrepresented person. See also **Rule 6.2**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-62-accepting-appointments>).

Thoroughness and Preparation

[5] Competent handling of a particular matter includes inquiry into and analysis of the factual and legal elements of the problem, and use of methods and procedures meeting the standards of competent practitioners. It also includes adequate preparation. The required attention and preparation are determined in part by what is at stake; major litigation and complex transactions ordinarily require more extensive treatment than matters of lesser complexity and consequence. An agreement between the lawyer and the client regarding the scope of the representation may limit the matters for which the lawyer is responsible.

See **Rule 1.2(c)**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and>).

Retaining or Contracting With Other Lawyers

[6] Before a lawyer retains or contracts with other lawyers outside the lawyer's own firm to provide or assist in the provision of legal services to a client, the lawyer should ordinarily obtain informed consent from the client and must reasonably believe that the other lawyers' services will contribute to the competent and ethical representation of the client. See also **Rules 1.2**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and>) (allocation of authority), **1.4**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-14-communication>) (communication with client), **1.5(e)** </supreme-judicial-court-rules/rules-of-professional-conduct-rule-15-fees>) (fee sharing), **1.6**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-16-confidentiality-of-information>) (confidentiality), and **5.5(a)**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-55-unauthorized-practice-of-law>) (unauthorized practice of law). The reasonableness of the decision to retain or contract with other lawyers outside the lawyer's own firm will depend upon the circumstances, including the education,

experience and reputation of the nonfirm lawyers; the nature of the services assigned to the nonfirm lawyers; and the legal protections, professional conduct rules, and ethical environments of the jurisdictions in which the services will be performed, particularly relating to confidential information.

[7] When lawyers from more than one law firm are providing legal services to the client on a particular matter, the lawyers ordinarily should consult with each other and the client about the scope of their respective representations and the allocation of responsibility among them. See **Rule 1.2**

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and\)](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and). When making allocations of responsibility in a matter pending before a tribunal, lawyers and parties may have additional obligations that are a matter of law beyond the scope of these Rules, such as in the context of discovery.

Maintaining Competence

[8] To maintain the requisite knowledge and skill, a lawyer should keep abreast of changes in the law and its practice, including the benefits and risks associated with relevant technology, and engage in continuing study and education.

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RELATED

Rules of Professional Conduct (SJC Rule 3:07) Table of contents

(/supreme-judicial-court-rules/supreme-judicial-court-rule-307-rules-of-professional-conduct)

Previous rule

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-10-terminology)

Next rule

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and)

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EXHIBIT 10



Mass.gov

SUPREME JUDICIAL COURT RULES

Rules of Professional Conduct

Rules of Professional Conduct Rule 3.1: Meritorious claims and contentions

EFFECTIVE DATE:

07/01/2015

UPDATES:

Adopted March 26, 2015, effective July 1, 2015

CONTACT

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Library locations (</orgs/trial-court-law-libraries/locations>)

TABLE OF CONTENTS

Rule 3.1 ([#rule-3-1](#))

Comment ([#comment-](#))

Downloads (#downloads)

Contact (#contact)

0

Rule 3.1

A lawyer shall not bring, continue, or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

Comment

[1] The advocate has a duty to use legal procedure for the fullest benefit of the client's cause, but also a duty not to abuse legal procedure. The law, both procedural and substantive, establishes the limits within which an advocate may proceed. However, the law is not always clear and never is static. Accordingly, in determining the proper scope of advocacy, account must be taken of the law's ambiguities and potential for change.

[2] The filing of an action or defense or similar action taken for a client is not frivolous merely because the facts have not first been fully substantiated or because the lawyer expects to develop vital evidence only by discovery. What is required of lawyers, however, is that they inform themselves about the facts of their clients' cases and the applicable law and determine that they can make good faith arguments in support of their clients' positions. Such action is not frivolous even though the lawyer believes that the client's position ultimately will not prevail. The action is frivolous, however, if the client desires to have the action taken primarily for the purpose of harassing or maliciously injuring a person, or if the lawyer is unable either to make a good faith argument on the merits of the action taken or to support the action taken by a good faith argument for an extension, modification or reversal of existing law.

[3] The lawyer's obligations under this Rule are subordinate to federal or state constitutional law that entitles a defendant in a criminal matter to the assistance of counsel in presenting a claim or contention that otherwise would be prohibited by this Rule. The principle underlying the provision that a criminal defense lawyer may put the prosecution to its proof in all circumstances often will have equal application to proceedings in which the involuntary commitment of a client is in issue.

[4] The option granted to a criminal defense lawyer to defend the proceeding so as to require proof of every element of a crime does not impose an obligation to do so. Sound judgment and reasonable trial tactics may reasonably indicate a different course.

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UPDATES:

Adopted March 26, 2015, effective July 1, 2015

RELATED

Rules of Professional Conduct (SJC Rule 3:07) Table of contents

(/supreme-judicial-court-rules/supreme-judicial-court-rule-307-rules-of-professional-conduct

Previous rule

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-24-lawyer-serving-as-third-

Next rule

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-32-expediting-litigation)

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EXHIBIT 11



SUPREME JUDICIAL COURT RULES

Rules of Professional Conduct

Rules of Professional Conduct Rule 3.4: Fairness to opposing party and counsel

EFFECTIVE DATE:

07/01/2015

UPDATES:

Adopted March 26, 2015, effective July 1, 2015

CONTACT

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Online

Library locations (</orgs/trial-court-law-libraries/locations>)

TABLE OF CONTENTS

Rule 3.4 ([#rule-3-4](#))

Comment ([#comment](#))

Downloads (#downloads)

Contact (#contact)

0

Rule 3.4

A lawyer shall not:

(a)

unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;

(b)

falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

(c)

knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists;

(d)

in pretrial procedure, make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

(e)

in appearing before a tribunal on behalf of a client:

(1) state or allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence;

(2) assert personal knowledge of facts in issue except when testifying as a witness;
or

(3) assert a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused, but the lawyer may argue, upon analysis of the evidence, for any position or conclusion with respect to the matters stated herein;

(f)

request a person other than a client to refrain from voluntarily giving relevant information to another party unless:

(1) the person is a relative or an employee or other agent of a client; and

(2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information;

(g)

pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent upon the content of his or her testimony or the outcome of the case. But a lawyer may advance, guarantee, or acquiesce in the payment of:

(1) expenses reasonably incurred by a witness in preparing, attending or testifying;

(2) reasonable compensation to a witness for loss of time in preparing, attending or testifying; and

(3) a reasonable fee for the professional services of an expert witness;

(h)

present, participate in presenting, or threaten to present criminal or disciplinary charges solely to obtain an advantage in a private civil matter; or

(i)

in appearing in a professional capacity before a tribunal, engage in conduct manifesting bias or prejudice based on race, sex, religion, national origin, disability, age, or sexual orientation against a party, witness, counsel, or other person. This paragraph does not preclude legitimate advocacy when race, sex, religion, national origin, disability, age, or sexual orientation, or another similar factor is an issue in the proceeding.

Comment

[1] The procedure of the adversary system contemplates that the evidence in a case is to be marshalled competitively by the contending parties. Fair competition in the adversary system is secured by prohibitions against destruction or concealment of evidence, improperly influencing witnesses, obstructive tactics in discovery procedure, and the like.

[2] Documents and other items of evidence are often essential to establish a claim or defense. Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed or destroyed. Applicable law in many jurisdictions makes it an offense to destroy material for purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen. Falsifying evidence is also generally a criminal offense. Paragraph (a) applies to evidentiary material generally, including computerized information. Applicable law may permit a lawyer to take temporary possession of physical evidence of client crimes for the purpose of

conducting a limited examination that will not alter or destroy material characteristics of the evidence. In such a case, applicable law may require the lawyer to turn the evidence over to the police or other prosecuting authority, depending on the circumstances.

[3] With regard to paragraph (b), it is not improper to pay a witness as provided in paragraph (g).

[4] Paragraph (f) permits a lawyer to advise employees of a client to refrain from giving information to another party, for the employees may identify their interests with those of the client. See also **Rule 4.2**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-42-communication-with-person>).

[5] Paragraph (g) concerns the payment of funds to a witness. Compensation of a witness may not be based on the content of the witness's testimony or the result in the proceeding. A lawyer may pay a witness reasonable compensation for time lost and for expenses reasonably incurred in preparing for or attending the proceeding. A lawyer may pay a reasonable fee for the professional services of an expert witness.

[6] Paragraph (h) prohibits filing or threatening to file disciplinary charges as well as criminal charges solely to obtain an advantage in a private civil matter. The word "private" makes clear that a government lawyer may pursue criminal or civil enforcement, or both criminal and civil enforcement, remedies available to the government. This Rule is never violated by a report under **Rule 8.3**

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-83-reporting-professional>) made in good faith because the report would not be made "solely" to gain an advantage in a civil matter.

[7] Paragraph (i) concerns conduct before a tribunal that manifests bias or prejudice based on race, sex, religion, national origin, disability, age, or sexual orientation of any person. When these factors are an issue in a proceeding, paragraph (i) does not bar legitimate advocacy.

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RELATED

Rules of Professional Conduct (SJC Rule 3:07) Table of contents

</supreme-judicial-court-rules/supreme-judicial-court-rule-307-rules-of-professional-conduct>

Previous rule

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-33-candor-toward-the-tribu>

Next rule

</supreme-judicial-court-rules/rules-of-professional-conduct-rule-35-impartiality-and-decoru>

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EXHIBIT 12



Mass.gov

SUPREME JUDICIAL COURT RULES

Rules of Professional Conduct

Rules of Professional Conduct Rule 4.1: Truthfulness in statements to others

EFFECTIVE DATE:

07/01/2015

UPDATES:

Adopted March 26, 2015, effective July 1, 2015

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Online

Library locations (</orgs/trial-court-law-libraries/locations>)

TABLE OF CONTENTS

Rule 4.1 ([#rule-4-1](#))

Comment ([#comment](#))

Downloads (#downloads)

Contact (#contact)

0

Rule 4.1

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by **Rule 1.6** (</supreme-judicial-court-rules/rules-of-professional-conduct-rule-16-confidentiality-of-information>).

Comment

Misrepresentation

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by partially true but misleading statements or omissions that are the equivalent of affirmative false statements. For dishonest conduct that does not amount to a false statement or for misrepresentations by a lawyer other than in the course of representing a client, see **Rule 8.4**

(</supreme-judicial-court-rules/rules-of-professional-conduct-rule-84-misconduct>).

Statements of Fact

[2] This Rule refers to statements of fact. Whether a particular statement should be regarded as one of fact can depend on the circumstances. Under generally accepted

conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are ordinarily in this category, and so is the existence of an undisclosed principal except where nondisclosure of the principal would constitute fraud. Lawyers should be mindful of their obligations under applicable law to avoid criminal and tortious misrepresentation.

Crime or Fraud by Client

[3] Under **Rule 1.2(d)**

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and#-d-\)](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and#-d-), a lawyer is prohibited from counseling or assisting a client in conduct that the lawyer knows is criminal or fraudulent. Paragraph (b) states a specific application of the principle set forth in **Rule 1.2(d)**

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and#-d-\)](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and#-d-) and addresses the situation where a client's crime or fraud takes the form of a lie or misrepresentation. Paragraph (b) recognizes that substantive law may require a lawyer to disclose certain information to avoid being deemed as having assisted the client's crime or fraud. In paragraph (b) the word "assisting" refers to that level of assistance which would render a third party liable for another's crime or fraud, i.e., assistance sufficient to render one liable as an aider or abettor under criminal law or as a joint tortfeasor under principles of tort and agency law. The requirement of disclosure in this paragraph is not intended to broaden what constitutes unlawful assistance under criminal, tort or agency law, but instead is intended to ensure that these Rules do not countenance behavior by a lawyer that other law marks as criminal or tortious.

[4] Paragraph (b) requires a lawyer in certain circumstances to disclose material facts to a third person "unless disclosure is prohibited by **Rule 1.6**

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-16-confidentiality-of-information\)](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-16-confidentiality-of-information)."

Rule 1.6(a) prohibits disclosure of confidential information relating to the representation of a client unless the client consents or the disclosure is impliedly authorized to carry out the representation. Rule 1.6(b), however, gives the lawyer permission to disclose confidential information without client consent in certain circumstances. For example,

under Rule 1.6(b)(2), a lawyer may reveal confidential information to prevent a criminal or fraudulent act that is likely to result in substantial injury to the property of another. If Rule 1.6(b) gives a lawyer permission to make disclosure, then disclosure is not prohibited by Rule 1.6, and disclosure under paragraph (b) of this Rule is mandatory. If Rule 1.6(b) does not give permission to disclose – as in the previous example when the injury from a criminal or fraudulent act is not “substantial” – then the disclosure requirement of Rule 4.1(b) does not apply. See Rule 1.6, Comment 6A. Even if Rule 1.6 prohibits disclosure, the lawyer may have other duties, such as a duty to withdraw from the representation. See **Rule 1.2(d)**

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and#-d-\)](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and#-d-) and **ule 1.16(a)(1)**

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-116-declining-or-terminating\)](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-116-declining-or-terminating).

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UPDATES:

Adopted March 26, 2015, effective July 1, 2015

RELATED

Rules of Professional Conduct (SJC Rule 3:07) Table of contents

(/supreme-judicial-court-rules/supreme-judicial-court-rule-307-rules-of-professional-conduct)

Previous rule

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-39-advocate-in-nonadjudicat)

Next rule

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-42-communication-with-pers)

Did you find what you were looking for on this webpage? *

Yes No

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EXHIBIT 13



Mass.gov

SUPREME JUDICIAL COURT RULES

Rules of Professional Conduct

Rules of Professional Conduct Rule 4.3: Dealing with unrepresented person

EFFECTIVE DATE:

07/01/2015

UPDATES:

Adopted March 26, 2015, effective July 1, 2015

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TABLE OF CONTENTS

Rule 4.3 ([#rule-4-3](#))

Comment ([#comment](#))

Downloads (#downloads)

Contact (#contact)

0

Rule 4.3

In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding. The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client.

Comment

[1] An unrepresented person, particularly one not experienced in dealing with legal matters, might assume that a lawyer is disinterested in loyalties or is a disinterested authority on the law even when the lawyer represents a client. In order to avoid a misunderstanding, a lawyer will typically need to identify the lawyer's client and, where necessary, explain that the client has interests opposed to those of the unrepresented person. For misunderstandings that sometimes arise when a lawyer for an organization deals with an unrepresented constituent, see **Rule 1.13(f)**

(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-113-organization-as-client#-f-).

[2] The Rule distinguishes between situations involving unrepresented persons whose interests may be adverse to those of the lawyer's client and those in which the person's interests are not in conflict with the client's. In the former situation, the possibility that the lawyer will compromise the unrepresented person's interests is so great that the Rule prohibits the giving of any advice, apart from the advice to obtain counsel. This Rule does not prohibit a lawyer from negotiating the terms of a transaction or settling a

dispute with an unrepresented person. So long as the lawyer has explained that the lawyer represents an adverse party and is not representing the person, the lawyer may inform the person of the terms on which the lawyer's client will enter into an agreement or settle a matter, prepare documents that require the person's signature and explain the lawyer's own view of the meaning of the document or the lawyer's view of the underlying legal obligations.

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RELATED

Rules of Professional Conduct (SJC Rule 3:07) Table of contents

(</supreme-judicial-court-rules/supreme-judicial-court-rule-307-rules-of-professional-conduct>)

Previous rule

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-42-communication-with-pe](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-42-communication-with-pe)

Next rule

[\(/supreme-judicial-court-rules/rules-of-professional-conduct-rule-44-respect-for-rights-of-thi](/supreme-judicial-court-rules/rules-of-professional-conduct-rule-44-respect-for-rights-of-thi)

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EXHIBIT 14



Mass.gov

SUPREME JUDICIAL COURT RULES

Rules of Professional Conduct

Rules of Professional Conduct Rule 4.4: Respect for rights of third persons

EFFECTIVE DATE:

07/01/2015

UPDATES:

Adopted March 26, 2015, effective July 1, 2015

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Trial Court Law Libraries

Online

Library locations (</orgs/trial-court-law-libraries/locations>)

TABLE OF CONTENTS

(a) (#-a-)

(b) (#-b-)

Comment (#comment)

Downloads (#downloads)

Contact (#contact)

0

(a)

In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.

(b)

A lawyer who receives a document or electronically stored information relating to the representation of the lawyer's client and knows or reasonably should know that the document or electronically stored information was inadvertently sent shall promptly notify the sender.

Comment

[1] Responsibility to a client requires a lawyer to subordinate the interests of others to those of the client, but that responsibility does not imply that a lawyer may disregard the rights of third persons. It is impractical to catalogue all such rights, but they include legal restrictions on methods of obtaining evidence from third persons and unwarranted intrusions into privileged relationships, such as the client-lawyer relationship.

[2] Paragraph (b) recognizes that lawyers sometimes receive a document or electronically stored information that was mistakenly sent or produced by opposing parties or their lawyers. A document or electronically stored information is inadvertently sent when it is accidentally transmitted, such as when an email or letter is

misaddressed or a document or electronically stored information is accidentally included with information that was intentionally transmitted. If a lawyer knows or reasonably should know that such a document or electronically stored information was sent inadvertently, then this Rule requires the lawyer to promptly notify the sender in order to permit that person to take protective measures. Whether the lawyer is required to take additional steps, such as returning or deleting the document or electronically stored information, is a matter of law beyond the scope of these Rules, as is the question of whether the privileged status of a document or electronically stored information has been waived. Similarly, this Rule does not address the legal duties of a lawyer who receives a document or electronically stored information that the lawyer knows or reasonably should know may have been inappropriately obtained by the sending person. For purposes of this Rule, “document or electronically stored information” includes paper documents, email and other forms of electronically stored information, including embedded data (commonly referred to as “metadata”), that is subject to being read or put into readable form. Metadata in electronic documents creates an obligation under this Rule only if the receiving lawyer knows or reasonably should know that the metadata was inadvertently sent to the receiving lawyer.

[3] Some lawyers may choose to return a document or delete electronically stored information unread, for example, when the lawyer learns before receiving it that it was inadvertently sent. Where a lawyer is not required by applicable law to do so, the decision to voluntarily return such a document or delete electronically stored information is a matter of professional judgment ordinarily reserved to the lawyer.

See **Rules 1.2**

(</supreme-judicial-court-rules/rules-of-professional-conduct-rule-12-scope-of-representation-and>) and 1.

4 (</supreme-judicial-court-rules/rules-of-professional-conduct-rule-14-communication>).

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Adopted March 26, 2015, effective July 1, 2015

RELATED

Rules of Professional Conduct (SJC Rule 3:07) Table of contents

(</supreme-judicial-court-rules/supreme-judicial-court-rule-307-rules-of-professional-conduct>)

Previous rule

(</supreme-judicial-court-rules/rules-of-professional-conduct-rule-43-dealing-with-unreprese>)

Next rule

(</supreme-judicial-court-rules/rules-of-professional-conduct-rule-51-responsibilities-of-partne>)

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Yes No

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CIVIL ACTION COVER SHEET	DOCKET NUMBER <u>1977CV01057C</u>	Trial Court of Massachusetts The Superior Court
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PLAINTIFF(S): <u>JOHN HOLLIS, FOR HIMSELF AND AS NEXT FRIEND JOHN DOE</u> ADDRESS: <u>C/O ALEXANDRIA A. JACOBS; WALTER H. JACOBS</u> <u>795 TURNPIKE STREET, NORTH ANDOVER, MA 01845</u>	COUNTY <input type="checkbox"/>
ATTORNEY: <u>ALEXANDRIA A. JACOBS; WALTER H. JACOBS</u> ADDRESS: <u>795 TURNPIKE STREET</u> <u>NORTH ANDOVER, MA 01845</u>	DEFENDANT(S): <u>JEREMY COHEN; BOSTON DOG LAWYERS, LLC</u> ADDRESS: <u>100 CUMMINGS CENTER, SUTIE 207-P</u> <u>BEVERLY, MA 01915</u>
BBO: <u>AAJ 682114; WHJ 672106</u>	

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)

CODE NO. <u>B99</u>	TYPE OF ACTION (specify) <u>INTENTIONAL INFICTION EMOT DISTRESS</u>	TRACK <u>F</u>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
-------------------------------	---	--------------------------	---

***If "Other" please describe:** _____

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS
(attach additional sheets as necessary)

A. Documented medical expenses to date:		\$	
1. Total hospital expenses		\$	
2. Total doctor expenses		\$	
3. Total chiropractic expenses		\$	
4. Total physical therapy expenses		\$	
5. Total other expenses (describe below)		\$	
Subtotal (A):		\$	
B. Documented lost wages and compensation to date		\$	
C. Documented property damages to dated		\$	
D. Reasonably anticipated future medical and hospital expenses		\$	
E. Reasonably anticipated lost wages		\$	
F. Other documented items of damages (describe below)		\$	

G. Briefly describe plaintiff's injury, including the nature and extent of injury:
THREATENED CRIMINAL AND CIVIL ACTION WHEN NO BASIS TO TAKE PLAINTIFF'S DOG

TOTAL (A-F): \$ 50,000

CONTRACT CLAIMS
(attach additional sheets as necessary)

Provide a detailed description of claims(s):

TOTAL: \$ _____

Signature of Attorney/Pro Se Plaintiff: X

Date: 7/24/19

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.
N/A

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X

Date: 7/24/19