

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPT.
DOCKET NO.

_____)	
BOSTON BEER CORPORATION,)	
)	
Plaintiff,)	
v.)	C.A. No. _____
)	
BRIAN SOUDANT,)	
DOWNEAST CIDER HOUSE LLC)	
)	
)	
Defendants.)	
_____)	

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COMPLAINT

For its Complaint against Defendants Brian Soudant (“Soudant”) and Downeast Cider House LLC (“Downeast”) (collectively, “Defendants”), Plaintiff Boston Beer Corporation (“Boston Beer”) alleges as follows:

NATURE OF THE ACTION

1. This action is brought to enforce the post-employment non-disclosure and non-compete covenants contained in the employment agreement between Boston Beer and Soudant. Soudant voluntarily left his employment at Boston Beer and took a position with Downeast, a direct competitor of Boston Beer, despite multiple warnings from Boston Beer to both Soudant and Downeast that doing so would violate the Employment Agreement. Moreover, Boston Beer’s forensic imaging of Soudant’s computer revealed that Soudant connected an external USB Device to his Boston Beer computer and accessed and/or downloaded Boston Beer’s confidential and proprietary information in the days after he submitted his resignation to Boston Beer. As an employee of Downeast, Soudant will be marketing products that are directly

competitive with those sold by Boston Beer. He is thus in a position to, and will inevitably, use Boston Beer's confidential business information in direct competition with Boston Beer.

2. By this action, Boston Beer seeks, among other things, damages based on Soudant's breach of the Employment Agreement, as well as its reasonable attorneys' fees in bringing this action. Boston Beer also seeks injunctive relief prohibiting Soudant from (a) working for Downeast in the small, niche market in which Boston Beer and Downeast compete, for a period of one year from the date he last received compensation from Boston Beer, and (b) using or disclosing Boston Beer's confidential business information to compete wrongfully against it.

3. Further, because Soudant has breached his Employment Agreement, Boston Beer also seeks to recoup training costs pursuant to Paragraph 7 of his Employment Agreement.

FACTUAL BACKGROUND

The Parties and Jurisdiction

A. Boston Beer

4. Boston Beer is a Massachusetts corporation with its principal place of business at One Design Center Place, Boston, Massachusetts. It is in the business of brewing and marketing a line of beers, flavored malt beverages, and hard ciders primarily under the famous Angry Orchard and Samuel Adams family of trademarks ("Boston Beer Products").

5. As the sixth generation of Koch brewmasters, C. James Koch, Chairman of Boston Beer, entered the brewing industry nearly forty years ago. He began by brewing test batches of his family recipe, introducing the beer made with his family recipe, "Samuel Adams," to the Boston area. Since that time, he has devoted his full-time efforts to Boston Beer and the beer and cider industry. Boston Beer is famous for the quality of its many products, the unique techniques used by it to sell and market its products, and for the training it provides to its employees.

6. Boston Beer has always been headquartered in Massachusetts and identified with Massachusetts since its founding in 1984. It is a substantial employer in Massachusetts. Its executive officers work in Massachusetts, and it administers its national and international business from Massachusetts.

7. Boston Beer Products are marketed and priced for the niche market in top quality, premium beers, malt beverages, and hard ciders. The principal competition in Boston Beer's market comes from other craft beers, malt beverages, and hard ciders, as well as from certain imported brands and domestic specialty lines. Competition for distributors and other customers in this market is keen. Faced with fierce competition from much larger alcoholic beverage companies as well as other craft brewers, Boston Beer has to be particularly vigilant about protecting itself against unfair competition from former employees who know its strategic plans and are in a position to compete unfairly with it.

8. Boston Beer's confidential and proprietary information provides Boston Beer with a significant competitive and economic edge over its competitors, including Downeast, which did not know or use the information (but which, if armed with the information, could unfairly identify, contact, and undersell to Boston Beer's customers).

9. Boston Beer's confidential and proprietary information is not generally known to the public. Boston Beer takes measures to prevent its confidential and proprietary information from becoming available to persons other than those selected by Boston Beer to have access to it.

10. For example, to protect its confidential information from misuse and misappropriation by departed employees who have access to such information, Boston Beer requires all employees to execute employment agreements containing provisions prohibiting the use or disclosure of Boston Beer's confidential information, and going to work for direct competitors in Boston Beer's niche market.

11. During all relevant times, Boston Beer also maintained a Code of Business Conduct and Ethics that specifically required the confidential treatment and protection of Boston Beer's confidential information.

12. During all relevant times, Boston Beer limited access to its confidential information among its staff by terminating employees' electronic access to its systems promptly upon termination of their employment.

13. To further protect its information, Boston Beer requires all employees promptly upon termination of employment to return all Boston Beer property and confidential information.

B. Downeast

14. Defendant Downeast is, upon information and belief, a Maine limited liability company with a principal place of business at 256 Marginal Street No. 32, East Boston, Massachusetts.

15. Downeast is a producer and marketer of several hard ciders and other products, such as, but not limited to, Downeast Ciders, Downeast Hard Lemonade, Downeast Slushies (collectively, the "Downeast Products"). Downeast sells the Downeast Products in various states throughout the United States, including throughout Massachusetts. Additionally, upon information and belief, Downeast employs Soudant in Massachusetts. Accordingly, this Court has personal jurisdiction over Downeast pursuant to Mass. G.L. c. 223A, § 3.

16. The Downeast Products compete directly with the Boston Beer Products in Boston Beer's niche market throughout the United States.

C. Soudant

17. Defendant Soudant is an individual currently residing in Andover, Massachusetts. This Court has personal jurisdiction over Soudant because, among other things, he contractually consented to submit to jurisdiction in Massachusetts in his Employment Agreement, and had sufficient minimum contacts with the Commonwealth. Among other things, Soudant performed

a substantial portion of his duties in connection with his employment with Boston Beer in Massachusetts, he was paid from Massachusetts, and upon information and belief, he is now employed by Downeast in Massachusetts.

18. On or about May 28, 2015, Soudant began work for Boston Beer as a Senior Manager in Boston Beer's Business Analysis Department in Massachusetts. On July 17, 2017, Soudant was transferred as a Senior Manager to the Strategic Planning & Programs Department. On August 22, 2022, Soudant was promoted to Manager, IT Business Partner, Sales Brand & Business Analysis. On April 10, 2023, Soudant submitted his voluntary resignation from Boston Beer effective April 28, 2023.

19. This Court has subject matter jurisdiction over this action pursuant to M.G.L. ch. 214, § 1, and M.G.L. ch. 212, §§ 3, 4.

20. Venue is proper in Suffolk County pursuant to M.G.L. ch. 223, § 8, and because Soudant has agreed in Section 12 of the Employment Agreement that this matter shall be adjudicated in the Massachusetts Courts, without specifying a particular county. That section did not restriction venue to a particular county.

Soudant's Employment Agreement

22. As a condition precedent to his employment with Boston Beer, Soudant was required to execute an Employment Agreement. Soudant's Employment Agreement was executed on May 28, 2015, at the time he accepted a job with Boston Beer.

23. Through his employment with Boston Beer, Soudant learned the unique sales and marketing tools and methodologies developed by Boston Beer. These tools and methodologies are part of the Confidential Information which Boston Beer seeks to protect by preventing Soudant from working for a direct competitor.

24. Throughout his employment with Boston Beer, Soudant also participated in and/or had access to Confidential Information concerning Boston Beer's strategy for annual sales processes, Boston Beer's investments (including the particular markets and amounts of its investments), Boston Beer's annual brand planning, Boston Beer's strategies for gaining market share from wholesalers and other wholesaler opportunities, and Boston Beer's strategy with respect to development of new products.

25. Thus, the Employment Agreement signed by Soudant contains post-employment restrictive covenants. Paragraph 3 of the Employment Agreement is a non-disclosure clause protecting Boston Beer's confidential information (the "Non-Disclosure Clause"). Paragraph 4 is a non-competition clause (the "Non-Compete Clause").

26. The Non-Disclosure Clause defines Boston Beer's trade secrets as its "techniques, recipes, formulas, programs, processes, designs and production, distribution, business and marketing plans, methods and manuals, training methods, pricing programs, customer contracts or other arrangements, materials and manuals" (hereinafter the "Confidential Information"). By signing the Agreement, Soudant acknowledged and agreed that the Confidential Information is "of a confidential and secret character, of great value and proprietary to the Company." Pursuant to the Non-Disclosure Clause, Soudant agreed not to use or disclose the Confidential Information during or after his employment, to take reasonable steps to protect the Confidential Information from loss or disclosure, and to return any materials that may contain Confidential Information upon termination from Boston Beer.

27. The Non-Compete Clause is narrowly tailored to protect Boston Beer's Confidential Information and other legitimate business interests (such as customer good will) in Boston Beer's market. To protect that Confidential Information and other legitimate business interests, the Non-Compete Clause precludes Soudant, for one year from the date on which he last receives compensation in any form from Boston Beer, only from engaging in the "importing,

production, marketing or distribution to distributors of any malt beverage, hard cider or other product produced by [Boston Beer] at any time during [Soudant's] tenure with Boston Beer (a) which is either produced outside of the United States and imported into the United States or produced within the United States and (b) which has a wholesale price within twenty-five percent (25%) of the wholesale price of any of [Boston Beer's] products, including but not limited to products marketed under the trade names SAMUEL ADAMS, TWISTED TEA, ANGRY ORCHARD and such other trade names as [Boston Beer] may use to market its products during [Soudant's] employment with [Boston Beer.]” It is this narrow range of products that comprise Boston Beer's market, and Boston Beer's Non-Compete clause is designed to specifically prevent the disclosure of its Confidential Information to companies within its particular market.

28. The Employment Agreement expressly provided, in clear and conspicuous all-capital writing: “THIS AGREEMENT SHALL BE BINDING UPON [SOUDANT], WITHOUT REGARD TO THE DURATION OF HIS OR HER EMPLOYMENT BY [BOSTON BEER], ANY CHANGES IN THE TERMS AND CONDITIONS OF [SOUDANT'S] EMPLOYMENT BY [BOSTON BEER], OR THE REASONS FOR THE CASSATION OF SUCH EMPLOYMENT....”

29. Downeast Products are sold within 25% of the wholesale price of the Boston Beer Products.

30. In the Paragraph 6 of the Agreement, Soudant agreed as follows:

Remedy for Breach. [Soudant] expressly recognizes that any breach of this Agreement by him or her will ... result in irreparable injury to [Boston Beer] and agrees that, in addition to any other rights or remedies which [Boston Beer] may have, [Boston Beer] shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction either in law or in equity, to obtain damages for any breach of this Agreement; to enforce the specific performance of this Agreement by [Soudant]; and to enjoin [Soudant] from

activities in violation of this Agreement. In any such action, [Boston Beer] shall be entitled to recover the costs and attorney's fees incurred by it in such action.

31. The Employment Agreement is governed by Massachusetts law. Paragraph 12, entitled "Governing Law," provides that the "validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts."

32. The Employment Agreement further provides that "Any dispute between [Soudant] and [Boston Beer] shall be litigated exclusively in the state or federal courts of The Commonwealth of Massachusetts, to whose jurisdiction [Soudant] hereby agrees to submit."

33. Soudant was aware that working for Downeast is prohibited by the Agreement, and that Boston Beer was likely to seek to enforce the Agreement. Boston Beer expressly informed both him and Downeast of the same following his resignation from Boston Beer.

Soudant Had Access to Boston Beer's Confidential Information

34. During strategy meetings and by the nature of his position with Boston Beer, Soudant became privy to Boston Beer's sales and investment strategies, marketing plans and pricing strategies with distributors, including local pricing strategies, distribution levels, specific distribution targets, and sales incentive program details. All of this Confidential Information is guarded, secret and confidential.

35. Soudant was privy to Boston Beer's plans and strategies to compete with its competitors in Boston Beer's market such as Downeast.

36. Soudant is now an employee of Downeast—a cider and other alcoholic beverage business with hopes to gain additional market share at the expense of the other existing members of the market, such as Boston Beer. Among many other things, Soudant is armed with knowledge of Boston Beer's plans to continue to grow Angry Orchard—a product directly competitive to Downeast's primary products—in the highly competitive cider market. To

properly do his job for his new employer, Soudant cannot help but use the Confidential Information. It must inform his decisions about pricing strategies with particular customers, and introducing new products or new promotions to counter what he knows Boston Beer is planning. The fact that he will be performing marketing duties, and thus participating in the development of Downeast's plans and strategies to beat the competition in the market, reinforces this conclusion. It is inevitable that he will interfere with Boston Beer's legitimate business interests (protection of Boston Beer's Confidential Information) in his new position with Downeast.

37. In fact, Soudant's own actions demonstrate that he planned to use Boston Beer's Confidential Information to unfairly compete with it on behalf of Downeast. On April 10, 2023, Soudant informed Boston Beer that he intended to resign from Boston Beer. That same day and in the weeks that followed, Soudant accessed various documents on his Boston Beer-provided computer (the "Boston Beer Computer"), including but not limited to documents containing Boston Beer's confidential market plans, sales performance measures, pricing guides, budgets, and brand. Then, on April 24, 2023, Soudant connected an external USB Device to the Boston Beer Computer. Upon information and belief, Soudant downloaded Boston Beer's Confidential Information to his personal USB Drive in order to use such information on behalf of Downeast.

**Soudant's Employment with Downeast is a Breach of the Employment Agreement
and Will Result in Irreparable Harm to Boston Beer**

38. On April 21, 2023, promptly after learning that Soudant intended to take a position with Downeast, Boston Beer sent Soudant a letter reminding him of his obligations under the Employment Agreement and warning him that his employment with Downeast was a breach of the Employment Agreement.

39. In response to Boston Beer's April 21, 2023 letter, Soudant took the position that Downeast was not a competitor with Boston Beer within the meaning of the Employment Agreement. On April 24, 2023, Soudant provided Boston Beer with pricing information

concerning Downeast's products. However, the pricing information provided by Soudant confirmed that Downeast is, in fact, a competitor with Boston Beer within the meaning of the Employment Agreement.

40. In late April 2023, Mr. Koch engaged in discussions with Ross Brockman, founder of Downeast, concerning Soudant's breach of the Employment Agreement through his employment with Downeast. On April 29, 2023, Mr. Brockman informed Mr. Koch: "we've [sic] been advised that we have done nothing improper in offering [Soudant] a position at our company. his [sic] agreement is between him and [Boston Beer]; downeast has no agreement with [Boston Beer]."

41. In May 2023, Boston Beer engaged a third-party forensic vendor, Haystack ID, to perform a forensic analysis of the Boston Beer Computer. On June 14, 2023, Haystack ID provided a preliminary report of its forensic analysis of the Boston Beer Computer to Boston Beer. The forensic analysis revealed that Soudant connected an external USB Device to the Boston Beer Computer and accessed and/or downloaded Boston Beer's confidential and proprietary information in the weeks after he submitted his resignation to Boston Beer.

42. On June 22, 2023, counsel for Boston Beer sent a letter to Soudant demanding that Soudant cease and desist from all violations of the Employment Agreement.

43. On July 6, 2023, counsel for Boston Beer received a letter from counsel for Soudant in which counsel for Soudant vaguely stated that Soudant "will be handling marketing related functions for Downeast" but did not expressly acknowledge that Soudant was currently working for Downeast.

44. On or about September 25, 2023, Soudant updated his LinkedIn to list his current employment as "SVP, Marketing" for Downeast, starting approximately five months earlier in May 2023—shortly after his effective resignation from Boston Beer.

45. Soudant is, in fact, currently employed by Downeast.

46. Upon information and belief, Downeast has solicited and hired Soudant for the specific purpose of marketing and selling Downeast Products in competition with Boston Beer Products in Massachusetts and elsewhere.

47. Upon information and belief, Downeast has solicited and hired Soudant in order to benefit from the Confidential Information Soudant acquired during his long tenure with Boston Beer. If Soudant is permitted to work for Downeast, Soudant will use or disclose Boston Beer's Confidential Information in breach of the Non-Disclosure Clause and his fiduciary duty to Boston Beer. Such disclosure will result in irreparable harm to Boston Beer and will unfairly benefit Downeast in its head-to-head competition with Boston Beer.

COUNT I

Against Soudant

BREACH OF CONTRACT: Breach Of The Non-Compete Clause

48. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

49. Downeast produces and sells Downeast Products. The Downeast Products compete directly with Boston Beer Products. Soudant has been hired to market and sell Downeast Products to distributors and retailers. This is a breach of the Non-Compete Clause.

50. Soudant has breached the Non-Compete Clause in the Agreement by accepting employment with Downeast.

51. The Non-Compete Clause is enforceable to protect Boston Beer's legitimate business interests, including its legitimate interests in protecting its Confidential Information.

52. Soudant's breach of the Non-Compete Clause has caused damages to Boston Beer in an amount to be determined at trial and threatens it with immediate and irreparable harm, in that Boston Beer's Confidential Information will be used in competition with it by a direct competitor.

53. Pursuant to the Employment Agreement, based upon Soudant's breach of the Non-Compete Clause, Boston Beer is entitled to its reasonable attorneys' fees in bringing this action.

COUNT II

Against Soudant

BREACH OF CONTRACT: Breach of the Non-Disclosure Clause

54. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

55. Upon information and belief, Soudant breached the Non-Disclosure Clause by downloading Boston Beer's confidential and proprietary information to an external USB drive in the days after he submitted his resignation to Boston Beer and not returning such confidential and proprietary information to Boston Beer when he terminated his employment.

56. Upon information and belief, Soudant, through his employment with a direct competitor, Downeast, has disclosed or will inevitably disclose, Boston Beer's Confidential Information. Such disclosure constitutes misappropriation and improper use of Boston Beer's Confidential Information in breach of the Non-Disclosure Clause.

57. Soudant's breach or threatened breach of the Non-Disclosure Clause has damaged or will damage Boston Beer in an amount to be determined at trial and threatens it with immediate and irreparable harm.

58. Pursuant to the Employment Agreement, based upon Soudant's breach of the Non-Compete Clause, Boston Beer is entitled to its reasonable attorneys' fees in bringing this action.

COUNT III

Against Downeast

INTENTIONAL INTERFERENCE WITH CONTRACT

59. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

60. Upon information and belief, at the time Downeast hired Soudant it was aware of and had seen and read the Employment Agreement between Soudant and Boston Beer.

61. Upon information and belief, Downeast has solicited and hired Soudant for the specific purpose of selling Downeast Products in direct competition with Boston Beer.

62. Upon information and belief, Downeast hired Soudant in order to obtain the benefit of the Confidential Information Soudant acquired during his tenure with Boston Beer.

63. The foregoing conduct was undertaken for an improper purpose and/or by improper means, and constitutes unlawful interference with Boston Beer's Employment Agreement with Soudant. Boston Beer has been or will be damaged thereby.

COUNT IV

Against Downeast and Soudant

MISAPPROPRIATION OF TRADE SECRETS

64. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

65. By virtue of his contractual relationships with Boston Beer, Boston Beer gave Soudant access to its trade secrets, including but not limited to Boston Beer's Confidential Information (the "Trade Secret Information")—information that is valuable to Boston Beer's business and gives Boston Beer an advantage over competitors.

66. The Trade Secret Information constitutes protectable trade secrets under Mass. Gen. Law ch. 93 § 42 because, *inter alia*, it is secret and of value as a result of not being

generally known as set forth above, and Boston Beer takes and has taken measures to prevent its trade secrets from becoming available to persons other than those selected by Boston Beer to have access thereto.

67. By virtue of his contractual obligations and confidential relationships with Boston Beer, Soudant had and has duties to maintain the confidentiality of Trade Secret Information, as well as a continuing duty not to use, exploit, or divulge such information other than in connection with the performance of his duties for Boston Beer, for the benefit of Boston Beer, and pursuant to authorization from Boston Beer.

68. Upon information and belief, Soudant has maliciously and willfully misappropriated Boston Beer's Trade Secret Information by disclosure for the benefit of a direct competitor of Boston Beer. Soudant deliberately elected and maintained a course of conduct designed to disclose the Trade Secret Information to others in an effort to unfairly compete with Boston Beer, divert business opportunities to Downcast, and deprive Boston Beer of past and future profits.

69. Boston Beer is further informed and believes and thereon alleges that Soudant inevitably has utilized and/or will utilize the Trade Secret Information.

70. As a result of the Soudant's misappropriation of the Trade Secret Information, Soudant and Downcast have and continue to violate the Massachusetts Uniform Trade Secrets Act.

71. Unless injunctive relief is granted, Soudant and Downcast will continue to misappropriate and benefit from misappropriation of the Trade Secret Information and will continue to cause further irreparable injury to Boston Beer. Boston Beer has no adequate remedy at law.

72. Under the Massachusetts Uniform Trade Secrets Act, Boston Beer is entitled to recover its reasonable attorneys' fees as a result of Soudant's willful and malicious misappropriation.

73. The misappropriation and wrongful acts of Soudant were intentional, malicious, and in bad faith and have subjected and will continue to subject Boston Beer to cruel and unjust hardship in conscious disregard of Boston Beer's rights, so as to justify an award of exemplary damages according to proof at trial.

COUNT V

Against Soudant

BREACH OF FIDUCIARY DUTY

74. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

75. As an employee and former employee of Boston Beer, Soudant owes a fiduciary duty of loyalty, good faith and due care to Boston Beer.

76. Soudant has breached and/or will inevitably breach these duties by using and/or disclosing the Confidential Information to Downeast to compete with Boston Beer.

77. As a result of these wrongful actions, Boston Beer has suffered and/or will suffer damages in an amount to be determined at trial and irreparable harm.

COUNT VI

Against Soudant and Downeast

UNJUST ENRICHMENT

78. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

79. Soudant and Downeast have been and/or will be unjustly enriched by their unlawful conduct, including receiving the financial benefits derived from the unlawful use of Boston Beer's Confidential Information.

80. As a result of their wrongful actions Boston Beer has suffered and/or will suffer damages in an amount to be determined at trial and irreparable harm.

COUNT VII

Against Soudant

**BREACH OF PARAGRAPH 7 OF THE
EMPLOYMENT AGREEMENT**

81. Boston Beer repeats the allegations in each of the preceding paragraphs and incorporates them herein by reference.

82. Pursuant to paragraph 7 of the Agreement, Soudant is required to repay Boston Beer \$1,000 for each training day provided to Soudant during his employment, upon his voluntary separation from Boston Beer and his acceptance of other employment which breaches the Employment Agreement.

83. Soudant received more than twenty (20) training days and/or orientation courses from Boston Beer in the five years prior to his separation date from Boston Beer.

84. Soudant voluntarily resigned his employment with Boston Beer to accept employment with Downeast in breach of the Employment Agreement.

85. Soudant is therefore indebted to Boston Beer pursuant to paragraph 7 of the Employment Agreement.

86. Soudant has failed to pay Boston Beer money he owes to it, causing damage to Boston Beer.

87. Pursuant to the Employment Agreement, based upon Soudant's breach of the Non-Compete Clause, Boston Beer is entitled to its reasonable attorneys' fees in bringing this action.

WHEREFORE, Boston Beer respectfully requests that the Court:

1. Enter a preliminary and permanent injunction prohibiting Soudant from working for Downeast in the importing, production, marketing or distribution, directly or indirectly, of the Downeast Products (the "Services") for one year from the date on which Soudant last received compensation in any form from Boston Beer (the "Period").

2. Enter a preliminary and permanent injunction restraining and enjoining Soudant from disclosing to Downeast, or to any other person, or from otherwise using, the Confidential Information of Boston Beer.

3. Enter a preliminary and permanent injunction restraining and enjoining Downeast from accepting any Services directly or indirectly from Soudant during the Period.

4. Enter a preliminary and permanent injunction restraining and enjoining Downeast from receiving, obtaining, using or disclosing any of Boston Beer's Confidential Information obtained from Soudant.

5. Enter judgment in favor of Boston Beer for damages, in an amount to be determined at trial, on Counts I through VII of this Complaint.

6. Enter judgment in favor of Boston Beer for costs, attorneys' fees and such other relief as the Court deems just and appropriate.

BOSTON BEER CORPORATION

By its Attorneys,

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