

ER

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss **SUPERIOR COURT**

**PEOPLE FOR THE ETHICAL
TREATMENT OF ANIMALS, INC.,**

Plaintiff,

v.

**UNIVERSITY OF MASSACHUSETTS
AMHERST,**

Defendant.

Case No.: _____

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

1. Plaintiff People for the Ethical Treatment of Animals, Inc. (“PETA”) brings this action under Massachusetts General Laws c. 66, § 10A(c) and c. 231A, § 1 to enforce the requirements of the Massachusetts Public Records Law and ensure that the identities and conduct of the public servants entrusted with serving on federally-ordained Institutional Animal Care and Use Committees (“IACUCs”) are not improperly withheld from public scrutiny.

2. In its latest effort to keep the operations of its IACUC in the shadows, the University of Massachusetts Amherst (“UMass Amherst” or “Defendant”) improperly redacted information pertaining to its IACUC from public records sought by and produced to PETA under the Public Records Law, based on unsubstantiated claims that the information is exempt from disclosure.

3. This Court’s intervention is now required to compel Defendant to comply with its obligations under the Public Records Law.

PARTIES

4. Plaintiff People for the Ethical Treatment of Animals, Inc. is a Virginia non-stock corporation and an animal protection charity dedicated to protecting animals, including those used for experimentation, exhibition, and entertainment, from abuse, neglect, and cruelty. PETA undertakes these efforts through, *inter alia*, cruelty investigations, research, animal rescue, legislation, and public education.

5. Defendant University of Massachusetts Amherst comprises part of a public university created pursuant to statute, G.L. c. 75, § 1, and is an agency subject to the provisions of the Public Records Law, as defined by G.L. c. 4, § 7 cl. 26 and G.L. c. 66, § 6A(a).

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to G.L. c. 66, § 10A(d)(1)(i)-(ii).

7. Venue is proper in Suffolk County pursuant to G.L. 66, § 10A(c), which provides that any action filed under the Public Records Law against an agency of the Commonwealth “shall be filed in Suffolk superior court.”

BACKGROUND

Legal Background

A. The Massachusetts Public Records Law

8. The Massachusetts Public Records Law, G.L. c. 66, § 10(a), provides that records custodians “shall at reasonable times and without unreasonable delay permit inspection or furnish a copy of any public record” as defined in G.L. c. 4, § 7 cl. 26, “or any segregable portion of a public record, not later than 10 business days following the receipt of the request.”

9. Section 7, clause 26 defines “public records,” in relevant part, as all “documentary materials or data, regardless of physical form or characteristics” either “made or received by” any officer or employee of any agency.

10. In order to fully discharge its duties under the Public Records Law, an agency must either disclose the requested records, or satisfactorily rebut the presumption in favor of disclosure by identifying express exemptions in G.L. c. 4, § 7 cl. 26 or otherwise provided by law that permit withholding. *See* G.L. c. 66 §§ 10(a), 10A(d)(1)(iv).

11. Where exempt information is intertwined with non-exempt information, the agency must produce any segregable, non-exempt portion of the records at issue. *See* G.L. c. 66, § 10(a).

12. A requestor may initiate a civil action to enforce the requirements of the Public Records Law, c. 66, § 10A(c). In any such action, a “presumption shall exist that each record sought is public and the burden shall be on the defendant agency . . . to prove, by a preponderance of the evidence, that such record or portion of the record may be withheld in accordance with state or federal law.” G.L. c. 66, § 10A(d)(1)(iv).

13. Section 10A further provides that the Superior Court has available all remedies at law or in equity in an enforcement action, § 10A(c), including the authority to enter injunctive relief, § 10A(d)(1)(i), to award attorney fees and costs, § 10A(d)(2), to order the agency to waive fees, § 10A(d)(3), and, in cases where the Court finds the agency did not act in good faith, to award punitive damages, § 10A(d)(4).

B. The Public Nature of Institutional Animal Care and Use Committees

14. Pursuant to the federal Animal Welfare Act and its implementing regulations, the Health Research Extension Act (“HREA”),¹ and the Public Health Services Policy on Humane

¹ Health Research Extension Act of 1985, Pub. L. No. 99-158, 99 Stat. 820, 820-886 (1985).

Care and Use of Laboratory Animals (“PHS Policy”),² the IACUC is responsible for oversight of the animal care and use program at institutions engaged in animal experimentation, including at the University of Massachusetts Amherst. *See* 7 U.S.C. § 2143(b)(1); 42 U.S.C. § 289d(b); 9 C.F.R. § 2.31.

15. These rules and regulations impose mandatory eligibility criteria on individual IACUC members to ensure that these committees reflect “a diversity of perspectives,”³ including requiring the presence of an “unaffiliated” member who is neither a laboratory animal user nor in any way affiliated with the institution, and who represents “the general community interests in the proper care and use of animals.”⁴

16. This “diversity of perspectives” must include one member, such as an “ethicist, lawyer, or member of the clergy,” whose primary concerns are in a non-scientific area and so can bring to a committee “a naïve attitude with regard to science and scientific activities”; and one member who is not affiliated with the institution, not a laboratory animal user or former user, with “no discernible” personal or spousal ties to the institution other than as a member of the Committee.⁵

17. An institution’s IACUC is ultimately charged with both ensuring that experimenters and staff abide by federal law and regulations and creating a committee that is properly constituted, which includes the appointment of *qualified* non-scientist and non-affiliated members. *See, e.g.,* 7 U.S.C. § 2143(b)(3); 42 U.S.C. § 289d(b)(1); PHS Policy, § IV(A).

² *Public Health Services Policy on Humane Care and Use of Laboratory Animals*, NIH (2015), <https://grants.nih.gov/sites/default/files/PHSPolicyLabAnimals.pdf>.

³ *Guidance on Qualifications of IACUC Nonscientific and Nonaffiliated Members*, NIH, NOT-OD-15-109 (2015), <https://www.grants.nih.gov/grants/guide/notice-files/NOT-OD-15-109.html>.

⁴ *Id.*

⁵ *Id.*; PHS Policy § IV(A)(3)(b)(3)-(4). *See also, e.g.,* 7 U.S.C. § 2143(b)(1); 42 U.S.C. § 289d(b)(2); 9 C.F.R. § 2.31(b).

Accordingly, as the Ninth Circuit observed, its members are part of a committee formed by the government to discharge an official purpose.

18. In particular, knowing the identities of individual IACUC members is critical to the public's ability to determine whether the designated non-scientist and non-affiliated members are qualified for those positions and, thus, whether the IACUC is properly comprised.

19. More, the proper composition of the IACUC is of particular interest to the public considering that it is their taxpayer dollars that fund the experiments taking place in federally-funded institutions like UMass Amherst.

Factual Background

20. This is not the first, or even second, time that PETA has been forced to initiate litigation against the University of Massachusetts under the Public Records Law to challenge, in part, its improper efforts to withhold information about its IACUCs and the public employees serving on them. *See* Complaint for Declaratory and Injunctive Relief, *People for the Ethical Treatment of Animals, Inc. v. Univ. of Mass. Amherst*, No. 2284-CV-02096 (hereinafter "2022 Compl.").

21. In 2019, PETA filed a complaint against UMass Amherst under the Public Records Law for its failure to produce video recordings of taxpayer-funded primate experiments at its facilities. *See People for the Ethical Treatment of Animals, Inc. v. Univ. of Mass. Amherst*, No. 1984-CV-00926.

22. PETA and UMass Amherst ultimately entered a settlement agreement, in connection with which PETA released video footage obtained from UMass Amherst showing deeply distressed monkeys housed in small metal cages, pacing endlessly, tearing out their hair, and even poking their thumbs into their own eye sockets.

23. Again, starting in May of 2021, PETA submitted three public records requests to UMass Amherst, seeking information pertaining to experiments conducted on marmosets (*Callithrix jacchu*) at the University. 2022 Compl., ¶ 14. This included a January 2022 request which sought the names of all current members of UMass Amherst’s IACUC. *Id.* ¶ 45.

24. On April 1, 2022, UMass Amherst responded to this request and refused to disclose the identities of its IACUC members, citing Exemptions (c) and (n) of the Public Records Law. *Id.* ¶ 46. These Exemptions respectively pertain only to (i) “materials or data . . . the disclosure of which may constitute an unwarranted invasion of personal privacy,” G.L. c. 4, § 7, cl. 26(c), and (ii) records such as “blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments . . . the disclosure of which . . . is likely to jeopardize public safety or cyber security.” G.L. c. 4, § 7, cl. 26(n).

25. On September 12, 2022, PETA filed a complaint with this Court, challenging UMass Amherst’s refusal to produce protocols, photos, and videos and to disclose the identities of its IACUC members.

26. During that litigation, PETA became aware that, on information and belief, UMass Amherst leadership and their counsel had been closely monitoring Western District of Washington and Ninth Circuit litigation concerning the University of Washington (“UW”)’s IACUC. Across multiple lawsuits, UW IACUC members had endeavored, and ultimately failed, to shield the identities of the individuals sitting on its IACUC from public disclosure.

27. At the conclusion of that litigation, UW produced the records sought by PETA without redacting any information identifying its IACUC members, and the UW IACUC has been

identifying all members by their full names in IACUC meeting minutes and appointment letters, ceasing a practice of using only initials to conceal member identities.

28. In 2025, shortly after the aforementioned litigation resolved—and after years of litigation between PETA and UMass Amherst—UMass Amherst entered into a settlement agreement with PETA.

29. Pursuant to that settlement agreement, UMass Amherst produced and disclosed to PETA all documents, photos, and videos PETA sought in its original public records requests, the identities of most IACUC members serving at the time the public records request was issued, and all IACUC members serving at the time of settlement. UMass Amherst also paid PETA \$50,000 for its attorneys' fees and costs associated with bringing the litigation. A true and correct copy of PETA's April 2, 2025, settlement agreement with UMass Amherst in *People for the Ethical Treatment of Animals, Inc. v. Univ. of Mass. Amherst*, No. 2284-CV-02096 is attached as Exhibit A.

30. On October 6, 2026, PETA initiated public records litigation against the University of Massachusetts Chan Medical School ("UMass Chan") after UMass Chan refused to disclose the identities of the individual members serving on its IACUC in response to PETA's public records request and claimed that Exemptions (c) and (n), the "privacy exemption" and the "security exemption," justified the non-disclosure. That case is *People for the Ethical Treatment of Animals, Inc. v. University of Massachusetts Chan Medical School*.

Public Records Request At Issue

31. On October 10, 2025, PETA submitted a public records request for UMass Amherst's IACUC notices, agendas, and meeting minutes for the period from January 1, 2022, through the present pursuant to G.L. c. 66, § 10 (hereinafter the "October 2025 Request").

32. On March 4, 2026, UMass Amherst produced copies of these materials, along with correspondence indicating that UMass Amherst redacted from the responsive documents “solely [] the names of individual IACUC members where those names appear in connection with specific internal committee actions or deliberative functions reflected in the minutes.”

33. In its response, UMass Amherst represented that none of the “substance of the committee’s work” was redacted, and that all of the “motions, votes, and actions taken are [] contained in the provided records.”

34. Notwithstanding its disclosure of the detailed *substance* of the Committee’s work, UMass Amherst claimed that exemptions to Massachusetts’s Public Records Law, G.L. c. 4, § 7 cl. 26(d) and § 7 cl. 26(u), apply here to protect solely the “*attribution*” of this unredacted substance to individual IACUC members from disclosure. (Emphasis added).

35. UMass Amherst’s bottom-line justification for these redactions is that “[d]isclosure of the identities of individual members associated with specific internal roles or actions is not *necessary* to understand the committee’s decisions or the substance of the oversight activity which clearly are evident in the records provided.” (Emphasis added).

36. What is “necessary” is not the relevant standard. Massachusetts’s Public Records Law includes a “presumption” that “each record sought is public,” and places the burden on the defendant to prove that the record may properly be withheld in accordance with state or federal law. G.L. c. 66, § 10A(d)(1)(iv).

37. UMass Amherst has not satisfied that burden. To justify withholding the “attribution” of the substance of the IACUC’s work from disclosure, UMass Amherst invokes Exemptions (d) and (u) to the Public Records Law, the “deliberative process exemption” and the “trade secrets exemption,” respectively. Neither applies here.

38. As an initial matter, each of these statutory exemptions narrowly circumscribes the information protected from disclosure, and neither extends to afford protection to the *names* or *initials* of the individuals identified in those records.

39. More, despite UMass Amherst's representation that it confined its "limited redactions" to "solely [] the names of individual IACUC members where those names appear in connection with specific internal committee actions or deliberative functions reflected in the minutes," this claim is demonstrably false, as *every single name and initial*, other than the initials of those recorded as present at or absent from each meeting, has been redacted.

40. First, in its May 10, 2023, IACUC meeting minutes, UMass Amherst redacted the IACUC members' initials from announcements that clearly concern neither a "trade secret" nor a "deliberation": "[Redacted] announced that the USDA was here for inspection. One citation was received due to an alternative search not being documented. The amendment correcting this has been submitted. [Redacted] announced that the semi-annual review doodle poll was sent and will be scheduled soon."

41. Second, UMass Amherst's April 12, 2023, IACUC meeting minutes redact the list of "Guests" in attendance at that month's meeting. A "guest" to a Committee meeting is presumably not a member of that committee, and so UMass Amherst's purported justification for its redaction of the members' names does not apply to these attendees.

42. More, UMass Amherst redacted a plethora of additional information beyond the identities of the IACUC members and other attendees from these records: "The laboratory in the [Redacted] department continues to study the mechanisms of axon regeneration." UMass Amherst's February 9, 2022, IACUC meeting minutes contain similar redactions: "An amendment

was submitted to the protocol that covers the [Redacted] - in order to transport animals from [Redacted] to [Redacted].”

43. This failure runs afoul of the requirement that UMass Amherst identify the “specific exemption or exemptions upon which [its] withholding is based[.]” G.L. c. 66, § 10(b)(iv).

44. On May 15, 2026, PETA, through counsel, wrote to UMass Amherst, explaining that Exemptions (d) and (u) could not exempt this information from disclosure and identifying the additional, unjustified redactions in the produced records.

45. On July 15, 2026, UMass Amherst responded that it would not produce any additional documents.

46. On July 17, 2026, PETA followed up with UMass Amherst to obtain IACUC meeting minutes for the months of September and October 2025, which, while encompassed in PETA’s October 2025 Request, were omitted from UMass Amherst’s production. On July 22, UMass Amherst produced these minutes to PETA, which contain many of the same improper redactions UMass applied to its other meeting minutes, *see supra*, ¶¶ 38-43.

47. Departing from its treatment of *every other set of meeting minutes produced in response to PETA’s October 2025 Request*, UMass Amherst further redacted the initials of the IACUC members present at or absent from the September 10, 2025, and October 8, 2025, IACUC meetings, and the IACUC member responsible for preparing the September meeting minutes.

48. UMass Amherst did not cite to any statutory exemption it claims supports the non-disclosure of this information, nor did it make any effort to justify the redactions which are inconsistent with its treatment of the same information in every other month’s meeting minutes.

49. On July 30, 2026, PETA wrote to UMass Amherst to identify these deficiencies and inconsistencies and to request that UMass produce unredacted copies of the September and

October 2025 IACUC meeting minutes. UMass did not respond to this request, and on August 10, PETA followed up to again demand that UMass produce unredacted copies of these records.

50. On August 17, 2026, UMass Amherst responded to again indicate that it would not produce any additional documents.

51. As of the date of this filing, UMass Amherst has not produced all information subject to disclosure contained in public records responsive to PETA's October 2025 Request.

CLAIMS AND PRAYER FOR RELIEF

Count I

Violation of G.L. c. 66, § 10 and G.L. c. 4, § 7 cl. 26

52. PETA repeats and realleges the foregoing paragraphs as if fully set forth herein.

53. Under G.L. c. 66, § 10(a), records custodians "shall at reasonable times and without unreasonable delay permit inspection" of any public record upon request.

54. By refusing to produce all non-exempt public information responsive to PETA's October 2025 Public Records Request, UMass Amherst has violated the Public Records Law.

55. PETA is entitled to injunctive relief pursuant to G.L. c. 66, § 10A(d)(1)(i) ordering UMass Amherst to comply with its obligations under the Public Records Law by providing all records responsive to PETA's October 2025 Request.

Count II

Declaratory Judgment, G.L. c. 231A, § 1

56. PETA repeats and realleges the foregoing paragraphs as if fully set forth herein.

57. There exists an actual controversy between PETA and UMass Amherst concerning whether various information and records responsive to PETA's October 2025 Request are shielded from disclosure pursuant to any exemptions in the Public Records Law.

58. PETA alleges that the requested records are public records under G.L. c. 4, § 7 cl. 26, that UMass Amherst fails to satisfactorily rebut the presumption in favor of disclosure by

identifying applicable exemptions that permit withholding, and that UMass Amherst has not acted in good faith by continuing to withhold the various records under Exemptions (d) and (u).

59. Declaratory relief will clarify the rights and obligations of the parties and is therefore appropriate to resolve this controversy.

WHEREFORE, PETA respectfully prays that the Court:

1. Expedite the proceedings in this case pursuant to G.L. c. 66, § 10A(d)(1)(iii);
2. Enter a permanent injunction sought in Count I, above, compelling UMass Amherst to produce forthwith all of the public records responsive to PETA's October 2025 Request;
3. Enter a declaratory judgment pursuant to Count II of this Complaint, determining and declaring that the records sought in PETA's October 2025 Request are public records pursuant to G.L. c. 66, § 10; that UMass Amherst has not met its burden to show that any exemptions apply to justify its withholdings; and that UMass Amherst has acted in bad faith in refusing to provide the records;
4. Award PETA its reasonable attorneys' fees and costs pursuant to G.L. c. 66, § 10A(d)(2);
5. Award punitive damages to PETA and against UMass Amherst for its bad faith conduct pursuant to G.L. c. 66, § 10A(d)(4); and
6. Grant such other relief as the Court deems just and proper.

Dated: October 6, 2026

Respectfully submitted,

PEOPLE FOR THE ETHICAL
TREATMENT OF ANIMALS, INC.

By its attorneys:



Alexandra H. Deal
BBO No. 660645
Paik Deal LLP
6 Beacon Street, Suite 815
(617) 439-0150
adeal@paikdeal.com

Kelsey McLean (MO Bar No. 68250)*
Alexandra Zegger (NY Bar No. 5830054)*
Foundation to Support Animal Protection
501 Front Street
Norfolk, Virginia 23510
T: (929) 534-2832
E: kmclean@petaf.org
E: azegger@petaf.org

*Motions for *pro hac vice* admission
forthcoming.

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between plaintiff, People for the Ethical Treatment of Animals, Inc. ("PETA") and defendant, University of Massachusetts Amherst (the "University"). PETA and the University (collectively "Parties") acknowledge the following:

A. PETA and the University are parties to a case currently pending in Suffolk Superior Court captioned People for the Ethical Treatment of Animals, Inc. v. University of Massachusetts Amherst, Civil Action No. 2284CV02096 ("Litigation"). All filed documents in the case are incorporated as though fully set out in this Agreement *in haec verba* for the purpose of identifying all allegations and defining the term Litigation;

B. The Parties desire to fully and completely settle and release all such claims and rights concerning the public records requests at issue in this Litigation which any one of them had, may have had, or may now have under any federal, state or local law or regulation against any other party to this Agreement, and to finally resolve all outstanding matters concerning the Litigation;

C. The Parties wish to settle this matter solely to avoid the expense, uncertainty and burden of continued litigation;

D. PETA submitted public records requests to the University on May 11, 2021 ("First Request"), August 10, 2021 ("Second Request"), and January 25, 2022 ("Third Request"), and those three Requests are the subject of the Litigation. The University represents that it has 235 videographic records ("videos"), 11 photographs ("photos"), and three protocols (Nos. 764, 2132, 2376) ("protocols") related to non-human primate research carried out by Dr. Agnes Lacreuse that were responsive to the First and Second Requests, and a portion of the videos depicts humans whose facial features are identifiable. The University further represents that it currently has an Institutional Animal Care and Use Committee ("IACUC") with a roster of 13 members and had an IACUC in and around January 2022 with a roster of 13 members, and the roster has changed as between January 2022 and now.

E. The Parties enter into this Agreement for the good and valuable consideration detailed in this Agreement. The Parties agree they would not be entitled to this consideration but for this Agreement.

NOW THEREFORE, in consideration of the covenants and representations

contained in this Agreement, the accuracy of which is acknowledged, and for the consideration described in the Agreement, the adequacy of which is acknowledged, the Parties further agree as follows:

1. No Admission. Nothing contained in this Agreement shall be construed as an admission by any Party that it acted wrongfully at any time with respect to any other Party to this Agreement or with respect to any other person or entity.

Further, in reaching this Agreement, PETA is not conceding that unpublished research materials fall within the trade secret exemption (M.G.L. c. 4, §7, cl. Twenty-sixth (u)) to the Massachusetts Public Records Law (M.G.L. c. 66, § 10(a)).

Finally, in reaching this Agreement, PETA is not conceding that any members of the University's IACUC are entitled to anonymity as a matter of law.

2. Consideration Provided to PETA by the University. In addition to the obligations set forth elsewhere in this Agreement, the following consideration for this Agreement shall be furnished by the University to PETA: The University will produce copies of the subject videos, photos, and protocols and IACUC member identities to PETA according to the terms and conditions set forth below in paragraphs 2(a) through 2(e) and will make payment to PETA according to the terms and conditions set forth below in paragraphs 2(f) through 2(g):

(a) Immediately upon execution of this Agreement by all Parties, the University will produce Protocol No. 2132 in unredacted form (except for names and locations) as to the four out of five procedures in this study that have no pending publications. The University will later produce the one remaining procedure in unredacted form in accord with paragraph 2(b) below;

(b) The University will produce Protocol Nos. 2376 and 764 (redacting only names and locations), the remaining one procedure from Protocol No. 2132 (redacting only names and locations), and all withheld photos and videos (blurring all identifiable human facial features) within two weeks of the publications related to these protocols. If the outstanding publications are not published by August 31, 2025, all protocols (with names and locations redacted) and all photos and videos (with facial blurring) will be produced no later than September 14, 2025.

(c) Immediately upon execution of this Agreement by all Parties, the University will produce the identities of 10 of the 13 members of its IACUC roster from January 2022. The University confirms that the three members remaining anonymous are not any of the required members (that is, those members are not a non-scientist, non-affiliated, required veterinarian, or required scientist member) and that neither Agnes Lacreuse, nor anyone associated with the Lacreuse Lab, is among the three members remaining anonymous;

(d) Immediately upon execution of this Agreement by all Parties, the University will produce the identities of all 13 members of its current IACUC roster;

(e) The University will produce the videos, photos, protocols, and IACUC member identities via email to PETA's counsel, Kelsey McLean, kmclean@petaf.org. Due to the size of the video and photo files, those files will be sent via password-protected share file link;

(f) Payment: Within 30 days of the execution of this Agreement by all Parties, and after receipt of a Form W-9 from PETA, the University will make payment to PETA for attorneys' fees and costs in the total amount of fifty thousand dollars and no cents (\$50,000.00). PETA acknowledges that this payment includes all sums it is hereafter entitled to receive of whatever kind for claims that were asserted or could have been asserted in the Litigation against the University;

(g) PETA acknowledges that it has an independent obligation to determine and make lawful decisions regarding payment of taxes under applicable state and federal law. PETA acknowledges that once the payment required by this Agreement is issued, it may be reduced or intercepted for any outstanding debts owed or collectable by the Commonwealth from it (including state and/or federal taxes) and that no claim may be brought against the University should such occur. The Parties agree that in the event any taxing authority determines payments made pursuant to this Agreement are taxable, PETA is solely responsible for the payment of all such taxes and shall hold the University harmless for such tax payments;

3. Consideration Provided to the University by PETA. In addition to the obligations set forth elsewhere in the Agreement, the following consideration for this Agreement shall be furnished by PETA to the University:

(a) Dismiss Litigation. PETA shall dismiss the Litigation with prejudice and, in doing so, acknowledges that it is forever releasing and relinquishing any right it may have had to trial of any issue, costs, attorneys' fees, claim, or demand that was presented in the Litigation, and is waiving all rights of appeal. The Parties agree that they will file an agreed-upon stipulation of dismissal with prejudice with the Clerk of the Suffolk Superior Court, pursuant to Mass. R. Civ. P. 41(a)(1)(ii), within seven days of the date on which the University makes payment to PETA according to the terms and conditions set forth above in paragraphs 2(f) through 2(g);

(b) Release. PETA, for itself and for its assigns, heirs, executors, members, and administrators, knowingly and voluntarily releases and forever discharges the University and any and all of its past, present and future trustees, affiliates, employees, officers, advisors, agents, representatives, successors and assigns, whether acting in an individual capacity or on behalf of University, from the allegations referred to in the Litigation, including all alleged claims set forth in and/or concerning the Litigation. PETA expressly understands and agrees that to the extent that any one or more provision(s) of any law or any principle(s) of common law of any state or country is or are in any way applicable to limit the scope and/or operation of the release set forth in this Agreement, including but not limited to, limitations on the effect of such release on unknown or unsuspected claims relating to the public records requests at issue in the Litigation, such provision(s) and principle(s) are hereby knowingly and voluntarily waived by PETA. In signing this Agreement, PETA waives and releases all damages, including future damages, arising from the released events;

4. Rights and Remedies Upon Breach. The Parties agree that a material violation of any part of this Agreement by any party to this Agreement constitutes a violation of the entire Agreement. The Parties further agree that this Agreement constitutes a valid contract between them and that either party may enforce this Agreement in the state courts of the Commonwealth of Massachusetts;

5. Severability of Covenants. The Parties acknowledge and agree that the Agreement is reasonable in all respects. If any court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be given full effect without

regard to the invalid portion(s);

6. Entire Agreement. This Agreement contains and represents the entire understanding and agreement between the Parties and supersedes all prior negotiations, discussions, understandings and agreements, written or oral, with respect to this Agreement and/or the Litigation. The Parties acknowledge, however, that the Protective Order entered by the Suffolk Superior Court on October 31, 2024, remains in full force and effect as to only the versions of the videos, photos, and protocols that the University produced to PETA's counsel on November 18, 2024. The Parties acknowledge that the Protective Order of October 31, 2024, does not and will not apply to the versions of the videos, photos, and protocols produced pursuant to Paragraph 2 of this Agreement;

7. Waivers and Amendments. This Agreement may be modified, and its terms and conditions may be waived, only by a written document signed by the Parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege shall operate as a waiver. Nor shall any waiver on the part of any party of any such right, power, or privilege, nor any single or partial exercise of any right, power, or privilege, preclude any other or further exercise of any other right, power, or privilege;

8. Governing Law. The Parties agree that this Agreement constitutes a valid contract between them and that the Agreement, and all disputes concerning it, whether arising in contract, tort or otherwise, shall be governed by and construed in accord with Massachusetts law without reference to its conflict of law principles;

9. Neutral Construction. Each party to this Agreement acknowledges that it has been represented by counsel in connection with negotiating and entering this Agreement, that each has carefully reviewed and discussed its provisions with counsel and that each fully understands its provisions. Each party to this Agreement and its attorneys has reviewed and participated in the drafting of this Agreement, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed or used in any interpretation of this Agreement;

10. Assignment. The rights, duties and obligations of PETA under this Agreement may not be assigned, delegated or transferred in any manner, nor are such rights, duties or obligations subject to involuntary alienation, assignment or transfer. University shall have the right to assign this Agreement and to delegate all rights, duties and obligations under it, either in whole or in part, to any affiliate, successor or

subsidiary entity or agency;

11. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement;

12. Attorneys' Fees. If any party breaches this Agreement and suit is filed, the prevailing party shall recover its costs of suit, including reasonable attorneys' fees; and

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EACH OF THE PARTIES LISTED BELOW HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT AND EACH PROVISION OF THIS AGREEMENT. EACH OF THE PARTIES LISTED BELOW FURTHER CERTIFIES AND WARRANTS THAT IT HAS BEEN REPRESENTED BY COUNSEL IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT, HAS CONFERRED WITH AND BEEN ADVISED BY ITS COUNSEL IN RELATION HERETO, ENTERS INTO THIS AGREEMENT KNOWLEDGEABLY, VOLUNTARILY AND UPON ADVICE OF ITS COUNSEL AND THAT THIS AGREEMENT HAS BEEN EXECUTED BY A REPRESENTATIVE OF EACH PARTY WITH THE ACTUAL AUTHORITY TO EXECUTE THIS AGREEMENT.

People for the Ethical
Treatment of Animals, Inc.

University of Massachusetts Amherst



By: Kathy Guillermo

Title: Senior Vice President



By: Michael Malone

Title: Vice Chancellor for Research &
Engagement

Dated: April 2, 2025

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