

# WADLEIGH, STARR & PETERS, P.L.L.C.

WILLIAM C. TUCKER  
EUGENE M. VAN LOAN III  
JOHN E. FRIBERG, Sr.  
JAMES C. WHEAT  
JOHN A. LASSEY  
RONALD J. LAJOIE  
KATHLEEN N. SULLIVAN  
JEFFREY H. KARLIN  
DONALD J. PERRAULT  
MARC R. SCHEER  
GREGORY G. PETERS  
ROBERT E. MURPHY, Jr.  
DEAN B. EGGERT

Attorneys At Law  
95 Market Street  
Manchester, New Hampshire 03101  
Telephone (603) 669-4140  
Facsimile (603) 669-6018

INTERNET: WWW.WADLEIGHLAW.COM

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MICHAEL R. MORTIMER  
KATHLEEN C. PEHL  
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CHARLES F. CLEARY  
CHRISTINE GORDON  
JENNIFER L. MURPHY (Of Counsel)  
TODD J. HATHAWAY  
STEPHEN J. JUDGE  
STEPHEN L. BOYD  
GREGORY M. SARGENT  
ALISON M. MINUTELLI  
MICHAEL J. TIERNEY  
PIERRE A. CHABOT

March 23, 2009

Robert B. Muh, Clerk  
Grafton County Superior Court  
3785 Dartmouth College Hwy.  
North Haverhill, New Hampshire 03774


Re: B.V. Brooks, et al. v. Trustees of Dartmouth College  
Docket No. 08-E-0294

Dear Clerk Muh:

Enclosed please find the Plaintiffs' Summary Statement in the above referenced matter. The parties have been diligently and extensively discussing a stipulated schedule as contemplated by Superior Court Rule 62. I anticipate that we will reach agreement and submit our proposal shortly.

Thank you in advance for your patience.

Very truly yours,



Stephen J. Judge  
sjudge@wadleighlaw.com

/s/s

enclosure

cc: Bruce W. Felmly, Esquire  
Richard C. Pepperman, II, Esquire

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MAR 24 2009

BRUCE W. FELMLY

THE STATE OF NEW HAMPSHIRE

GRAFTON, SS

SUPERIOR COURT

Docket No. 08-E-0294

B.V. Brooks, Kenneth F. Clark, Jr. Marisa Deangelis Kane,  
John H. Plunkett, Douglas R. Raichle Robert G. Reed III, and John Steel III

v.

Trustees of Dartmouth College

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MAR 24 2009

PLAINTIFFS' SUMMARY STATEMENT

**BRUCE W. FELMLY**

Pursuant to this Court's March 10, 2009 Notice of Structuring Conference, the Plaintiffs hereby submit their summary statement:

The Plaintiffs are all alumni of Dartmouth College. They are members of the Association of Alumni of Dartmouth College ("Association") which administers Alumni Trustee elections.

After twenty years of difficult negotiations, the Defendant Trustees of Dartmouth College ("Defendants") and the Association entered into an agreement in 1891 giving alumni the right to elect one-half of Dartmouth's Trustees (excluding ex officio trustees). This equal sharing of seats on the Board is referred to as Parity.

For 117 years, the Association has named one-half of the non-ex officio trustees ("Alumni Trustees"). Under this arrangement, Parity guided the actions of the Board and Dartmouth has prospered.

Over that same period of time, the Defendants have made statements and promises, and have taken actions consistent with their being bound by the 1891 Agreement. Recently, in an order on a Motion to Dismiss, this Court held that the petition in a similar action sufficiently alleged that the 1891 Agreement is a legally enforceable contract.

The Plaintiffs (and the other alumni) were and are foreseeable and intended beneficiaries of the 1891 Agreement. The Plaintiffs have a distinct interest in Dartmouth's governance and have

committed their time and energy to the development of Dartmouth by participating in the selection of alumni trustees. The Plaintiffs have also made financial and other contributions in reliance on the 1891 Agreement, and the Defendants' many affirmations of the Agreement. For 117 years, the Defendants willfully and knowingly accepted the benefits of the 1891 Agreement and complied with it.

On September 8, 2007, the incumbent trustees announced a plan to breach the 117 year old Agreement by unilaterally packing the eighteen member board with eight additional trustees to be chosen solely by the Board.

The Association filed suit against the Defendants in the Fall of 2007 seeking to enjoin the Board from implementing their plan to eliminate Parity. As previously stated, the Defendants' Motion to Dismiss was denied when this Court found that the pleadings sufficiently alleged that the 1891 Agreement is a legally enforceable contract.

There was a change in the composition of the Executive Committee of the Association as a result of its annual election of officers in the Spring of 2008. The new Executive Committee, which favored negotiation over litigation, discharged the Association's legal counsel and hired new counsel. On June 20, 2008, new counsel for the Association filed a docket marking in the previous suit which stated "Voluntarily Dismissed with Prejudice."

The Defendants have since completed their breach of the Agreement by selecting five additional trustees without allowing the Association to seat any new trustees. The packed Board of Trustees has acted in many areas including the selection of a new president. Nevertheless, the Executive Committee of the Association has taken no action to prevent or even object to the Board's illegal sundering of Parity. Thus, the Plaintiffs can no longer rely on the Executive Committee to take appropriate action to enforce the 1891 Agreement. The Plaintiffs are third party beneficiaries

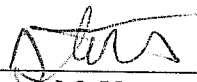
of the 1891 Agreement which has been materially breached to their harm by the Defendants and seek appropriate relief. The Plaintiffs believe that the instant lawsuit represents the view of substantial numbers of alumni.

Respectfully submitted,

**B.V. Brooks, et al**  
By Their Attorneys:

Wadleigh, Starr & Peters, P.L.L.C.

Dated: March 23, 2009

By:   
Eugene M. Van Loan III, NH Bar #2610  
Stephen J. Judge, NH Bar #1292  
95 Market Street  
Manchester, NH 03101  
(603) 669-4140

**CERTIFICATION OF SERVICE**

I hereby certify that, on this 23rd day of March, 2009, I mailed a copy via U.S. Mail of the foregoing to Bruce W. Felmlly, Esquire and Richard C. Pepperman, II, Esquire.

  
Stephen J. Judge