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December 22, 2022

Cheryl Silvernail
PO Box 447
Southampton, MA 01013

Re: Symington vs. Silvernail

Dear Ms. Silvernail:

As you know, I represent Timothy Symington in connection with an action that your Husband, Paul J. Silvernail, presumptively acting at your direction and/or with your knowledge and consent, recently undertook regarding the dissemination of an email dated September 30, 2022, a copy of which is annexed hereto as Exhibit 1. The dissemination was directed to Mr. Symington's employer and other disinterested parties who work at the Wilbraham Public Library. This action has the same modus operandi that was employed by you and/or your husband and/or Connor Silvernail in 2015 when copies of complaints that you filed in the Hampshire County Superior Court were distributed to parents of Mr. Symington's students at Glenbrook Middle School in Longmeadow, Massachusetts.

The September 30, 2022 email was entitled, "Tim Symington is a Child Rapist". In that letter, it states *inter alia*: "You will immediately fire Tim Symington. The seven victims in Longmeadow and his own two children demand it." Further, in the email it states that, "My family will not ask you again to fire the child rapist, Tim Symington." (emphasis supplied).

The Hampshire County Superior Court action was resolved by an Agreement and Stipulation of the Parties, a copy of which is annexed hereto and incorporated herein by reference. You will note that in Paragraph 7 of the Agreement it states that "Cheryl and Connor Silvernail agree to never speak or write or direct any third party to speak or write about Timothy Symington to anyone forever unless ordered by a court of law to do so." (emphasis supplied).

Further, Paragraph 12 provides, "Breach: If any party shall commit a breach of any of the provisions of this Agreement and legal action shall be reasonably required to enforce such provisions and be instituted by the other, the party in breach shall be liable for all court costs and reasonable counsel fees incurred in instituting and prosecuting this action."

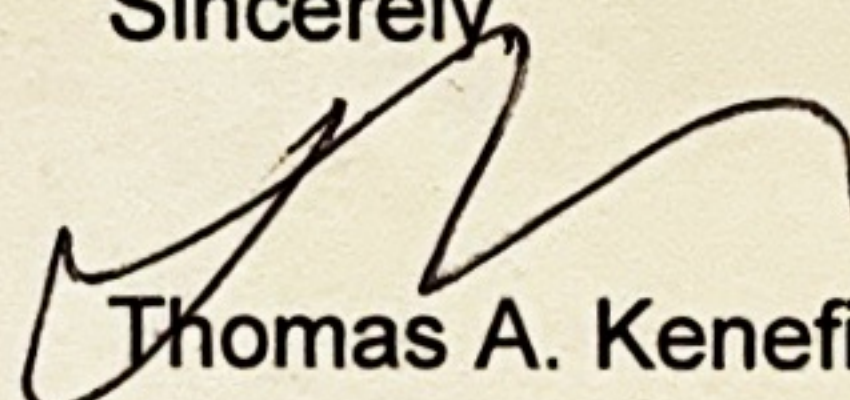
It is more than clear that the intent of the September 30, 2022 email ... six (6) years after the Agreement and Stipulation of the Parties was entered was designed to torpedo my client's employment and reputation. Importantly, Mr. Symington never acknowledged or admitted any conduct which was alleged in either the original complaint or Mr. Silvernail's correspondence and indeed no criminal charges were ever brought against him.

Additionally, your conversation(s) with Aidan Kearney and/or Turtleboy, are yet another example of your violation of the Agreement. In short, your actions constitute nothing short of a defamatory, scandalous breach of the Agreement and Stipulation of the Parties.

You are advised that my client is reserving any and all of his rights to undertake an action for breach under the Agreement and Stipulation of the Parties against you for damages and attorney's fees.

I trust you will act accordingly.

Sincerely,



Thomas A. Kenefick, III

TAK:bt
Enclosures