

## **DISCLOSURE OF SETTLEMENTS AND JUDGMENTS THAT CONCLUDED PENDING LITIGATION AGAINST THE CITY**

In accordance with the Methuen City Council's passage of TR-21-1, a resolution advancing financial transparency by requiring the ongoing publication of information on Methuen's disbursement of money for settlements and judgments that concluded pending litigation involving Methuen, Methuen hereby posts below a chart that furnishes information to the public on this topic.

As the chart reflects, where any matter is funded, in whole or in part, with insurance proceeds, that fact is noted. The City likewise notes the following in connection with this information:

### *A Settlement Reflects No Admission of Liability or Fault by Any Party*

A settlement does not constitute an admission of liability, fault, or wrongdoing by any party on either side of a case. Indeed, as a general matter, parties will frequently settle at various stages of cases for one or more of the following reasons – to craft a mutually-agreed outcome that does not rely upon the uncertainty of a jury verdict or ruling by a judge, to limit potential exposure/financial responsibility, to achieve some measure of recovery in lieu of potentially receiving nothing, and to terminate the litigation. Other reasons not listed here may likewise inform a decision to settle a case.

### *A Judgment is a Court Order to Pay Money*

In contrast to a settlement, a judgment is a Court Order that a Judge issues to compel a party in a court case to pay money. A judgment follows a Judge's ruling on who prevailed in a court case.

### *Claimants Shall Not Be Subject to Retaliation for Filing a Lawsuit*

A claimant who files a lawsuit or other legal action against the City is exercising a right enshrined under the First Amendment to the United States Constitution – namely, "... to petition the Government for redress of grievances." Therefore, a claimant shall not be subject to retaliation for exercising that right to seek redress; and should anyone recognize a claimant noted in this disclosure, the City urges that no one retaliate against that person for exercising that right.

With that said, the right to file a lawsuit or other legal action against the City under the First Amendment does not entitle the claimant to recover any money or other benefit from the City; and the City will, through its attorneys, defend itself against legal actions filed by claimants.

### *This Disclosure Does Not Constitute Legal Advice*

Relatedly, this posting is furnished for informational purposes only. This posting does not constitute the furnishing or rendering of legal advice. The Solicitor's Office and the attorneys staffing that office represent the City of Methuen and its boards and officials; therefore, the Office and its attorneys cannot furnish or render legal advice to private citizens.

The chart, which will be updated quarterly, appears below:

<u>Claimant Last Name</u>	<u>Amt</u>	<u>S or J</u> <sup>1</sup>	<u>Pmt Date</u>	<u>Insurance</u>	<u>Payee</u>
Blanchette	\$121,129.03	S	2/16/22	\$0 Backpay	Tracy Blanchette (Payroll)
Houle	\$5,000	S	6/30/22	\$0; below deductible	Nova Casualty
Reuter	\$212,254.74 Wages+Treble Damages+Atty Fees+Interest	J	8/19/22	\$0; Wage Act Suit (School Dept.)	Augeri Law & Beth Simone
McLaughlin	\$75,000	S	10/23/22	\$50,000	Ashley McLaughlin Jones Kelleher LLP
Santiago	\$75,000	S	12/17/22	\$50,000 <sup>2</sup>	Jose Santiago (\$45,530.09) Paul Wood, Esq. (\$29,469.91)
Taveras	\$37,500	S	1/30/23	\$37,500	Charles L. Lonardo, Esq. (direct pmt by Insurance company)
Name Withheld <sup>3</sup>	\$100,000	S	10/3/23	\$0 (Deductible) (School Dept)	Cohn & Dussi, LLC (paid by insurer to Claimant's atty)
Gamby	\$125,000	S	11/17/23	\$100,000	Bryan Gamby & Pyle Rome, P.C. (full settlement paid by insurer to atty for Claimant)
DePardo	\$240,000	S	12/15/23	\$215,000	Krystal DePardo & Pyle Rome, P.C. (full settlement paid by insurer to atty for Claimant)
Commerce Ins. Co. Insurance Subrogation Case	\$5,176.49 (75% of claim, paid by School Department)	S	4/3/24	\$0	Commerce Ins. Co.

<sup>1</sup> S refers to Settlement; J refers to Judgment, which is an order of the Court to pay money to another party.

<sup>2</sup> The Santiago, Gamby, and DePardo settlements were made under an insurance policy with a \$25,000 deductible payable by the City for both the legal fee of the City's outside attorney and the amount of settlement. The \$25,000 differential reflects the policy deductible.

<sup>3</sup> This claim concerned allegations of personal injury on behalf of a minor student in the Methuen Public School District.