

SETTLEMENT AGREEMENT AND RELEASE

This Mutual Settlement Agreement and Release (“Agreement”) is made this 1st day of August, 2023, between Plaintiff Lawyers for Civil Rights (“LCR”) and Defendants City of Boston and the Boston Police Department (“BPD”); (together hereinafter the “Parties”)¹.

The Parties desire to settle fully and finally any and all claims, disputes, and issues between them, arising out of events described in *Lawyers for Civil Rights v. City of Boston et al.*, Suffolk Superior Court CA No.:1984CV01980 (“Lawsuit”), without the expense and burdens of additional litigation. The settlement terms described herein shall be in full and final satisfaction of all potential claims, disputes, allegations and issues between the Parties arising out of events described in the Complaint.

In consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the Parties declare and agree as follows:

1. BPD will eliminate its existing public record backlog within six months of the execution of this Agreement. Proof of elimination of the backlog will be provided to LCR and filed with the Court. The existing public record backlog is defined as any public record request made to BPD greater than ten days old in which BPD has not issued a substantive response that either: 1) provides the responsive records; or 2) identifies specific categories of responsive records and gives a timeframe for production consistent with the Massachusetts Public Record Law’s statutory timeframes; or 3) denies access to records by identifying specific public record exemptions consistent with the Massachusetts Public Record Law.
2. BPD agrees to implement the following systemic reforms to ensure improved public record compliance in the future:
 - a. BPD will hire, as a new position, an Assistant Corporation Counsel to manage BPD public record requests. A copy of the posting is attached as Exhibit A. The new position will be posted by August 1, 2023, and the hiring shall be completed as soon as practicable thereafter;
 - b. BPD will post agreed upon language that includes the applicable public record timeframes and BPD’s commitment to meet them, on BPD’s website; and
 - c. BPD will receive training from the Secretary of the Commonwealth, Public Records Division, for all City employees involved in responding to BPD public record requests. Such training shall each be a minimum of two hours.
3. BPD agrees to comply with all LCR public record requests within the time periods set forth in the Massachusetts Public Records Law, G.L. c. 66, § 10(a). To ensure

¹ Upon the execution of this agreement, the parties agree that the stipulation of dismissal referenced in paragraph 5 will also apply to Defendants Shawn Williams and Martha Damaio.

compliance with this provision, Defendants may designate particular City employees or email addresses to whom LCR should copy any such requests. As of the date of this Agreement, Defendants have designated the following individuals/email addresses for this purpose: Attorney Dave Fredette and Attorney James Megee and bpdlegal@pd.boston.gov. This provision shall be in effect for a period of one year from the execution of this agreement.

4. BPD agrees to pay LCR in the amount of seventy-five thousand dollars (\$75,000.00), for attorneys' fees and costs. Such payment shall be made within 14 days of execution of this Agreement. The check shall be made payable to "Lawyers for Civil Rights" and BPD shall issue Lawyers for Civil Rights a form 1099 for this payment.
5. The Parties shall file a joint dismissal with prejudice one year following execution of the Agreement, provided that the Parties both agree that the terms of the settlement have been met.
6. This Agreement constitutes the whole understandings, discussions, and agreements by and between the Parties. The terms and provisions of this Agreement are contractual and not mere recitals. The Parties acknowledge that there have been no oral, written, or other agreements of any kind as a condition precedent or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.
7. This Agreement shall not be changed, amended, or altered in any way except in writing and executed by the Parties.
8. This Agreement shall be governed by and controlled by the laws of the Commonwealth of Massachusetts.
9. This Agreement shall be binding upon the Parties and their respective successors and assigns.
10. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal, or unenforceable in any respect, unless such invalidity, illegality, or unenforceability shall be tantamount to a failure of consideration, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above and each of the undersigned personally represent and warrant that they have the full right, power, and authority to execute this Agreement on behalf of the respective Party.

For Lawyers for Civil Rights:



Sophia L. Hall Dated: 8/2/23

Title: Deputy Litigation Director

For City of Boston:

/s/James Megee

James Megee Dated 8/1/2023

Title: Assistant Corporation Counsel

For Boston Police Department:

/s/ James Megee

James Megee Dated 8/1/2023

Title: Assistant Corporation Counsel

