

**SETTLEMENT AGREEMENT REGARDING ATTORNEYS' FEES
AND PUNITIVE DAMAGES**

This Settlement Agreement (“Agreement”) is made as of March 1, 2023 (the “Effective Date”), between Gatehouse Media, LLC (“Plaintiff”) on the one hand and the City of Worcester (the “City”) on the other hand (collectively, the “Parties”).

WHEREAS, the Parties have been engaged in litigation in the Worcester Superior Court styled *Gatehouse Media, LLC v. City of Worcester*, No. 1885CV01526 (the “Litigation”);

WHEREAS, the Superior Court entered an Order on Plaintiff’s Motion for Attorney’s Fees & Costs dated January 26, 2022 (the “Fee Order”);

WHEREAS, the Superior Court on January 27, 2022 ordered the City “to pay \$5,000 in punitive damages to the Public Records Assistance Fund established by G.L. c. 10, § 35DDD” (the “Punitive Award”);

WHEREAS, Judgment entered in the Litigation on January 27, 2022 (the “Judgment”);

WHEREAS, Plaintiff appealed to the Appeals Court, Case No. 22-P-282, from the amount awarded in the Fee Order and the corresponding amount of the Judgment;

WHEREAS, on January 11, 2023, the Appeals Court reversed the Fee Order in part, and remanded the matters as to which it was reversed for reconsideration;

WHEREAS, the City has thus far been unable to determine how to pay the Punitive Award to the Public Records Assistance Fund pursuant to the Judgment;

WHEREAS, the Parties wish to resolve the remanded issues regarding the Fee Order and any issues regarding the unpaid Punitive Award;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Within ten (10) business days of the date of this Agreement, the City of Worcester will pay to Prince Lobel Tye LLP the amount of \$180,000, which the Parties agree represents Plaintiff’s reasonable attorneys’ fees and costs for the Litigation (the “Fee Amount”).

2. Upon receipt and clearance of the Fee Amount, Plaintiff will promptly file a Notice of Satisfaction of the Judgment in the form attached hereto as Exhibit A (“Satisfaction”). Plaintiff agrees that upon the receipt of the Fee Amount it shall waive any claim to additional attorneys’ fees or costs, and waive all further rights of appeal in the Litigation.

3. Within ten (10) business days of the date of this Agreement, the City of Worcester will pay \$5,000, representing the Punitive Award, to Prince Lobel Tye LLP, to be held in escrow

by Prince Lobel Tye LLP. The parties agree that Prince Lobel Tye LLP will promptly pay this amount to the Public Records Assistance Fund established by G.L. c. 10, § 35DDD upon receipt of payment instructions from the Commonwealth.

4. If any portion of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the remainder of the Agreement shall continue in force and, if needed, the Parties or on request of a Party, the court, shall substitute suitable provisions having like effect and intent.

5. This Agreement cannot be modified, terminated or amended in any respect orally or by conduct of the Parties. Any termination, modification, or amendment may be made only by a writing signed by all Parties. No waiver of any provision shall be binding in any event unless executed in writing by the Party making the waiver.

6. This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which constitute a one and the same instrument.

7. Each Party has reviewed and approved this Agreement, and has been afforded the opportunity to discuss this Agreement with counsel, and accordingly any presumption or rule of construction permitting ambiguities to be resolved against the drafting party shall not be employed in the interpretation or application of this Agreement. Each Party represents and warrants no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement, except as otherwise set forth herein, and that they have the sole right and exclusive authority to execute this Agreement and bind themselves to the terms set forth herein; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

8. This Agreement sets forth the entire understanding of the Parties concerning the subjects addressed herein and replaces any prior oral or written communications or agreements between them concerning those subjects.

9. Whenever any Party is required to give notice hereunder to any other Party, a copy of such notice shall be sent to that Party's counsel of record in the Lawsuit.

10. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties to be effective as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

GATEHOUSE MEDIA, LLC

Michael McDermott

By:

MICHAEL McDERMOTT

Its:

EXECUTIVE EDITOR

Dated:

MARCH 1, 2023

CITY OF WORCESTER

By:

Its:

Dated:

GATEHOUSE MEDIA, LLC

By:

Its:

Dated:

CITY OF WORCESTER

A handwritten signature in blue ink, reading "Michael E. Traynor", is written over a horizontal line.

By: Michael E. Traynor

Its: City Solicitor

Dated: February 21, 2023

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT
C.A. No. 1885CV01526A

GATEHOUSE MEDIA, LLC,)
Plaintiff,)
v.)
CITY OF WORCESTER,)
Defendant.)

NOTICE OF SATISFACTION OF JUDGMENT

Notice is hereby given that the plaintiff, Gatehouse Media, LLC, by and through its attorney, hereby stipulates and agrees that all issues remanded from the Appeals Court have been resolved, that the judgment entered by the Court in this matter on January 27, 2022, (Docket No. 37), has been fully and finally satisfied, and that no execution shall issue.

Respectfully submitted,

GATEHOUSE MEDIA, LLC

By its attorney,

/s/ Jeffrey J. Pyle
 Jeffrey J. Pyle (BBO #647438)
 PRINCE LOBEL TYE LLP
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 Boston, MA 02110
 (617) 456-8000 (tel)
 (617) 456-8100 (fax)
jpyle@princelobel.com

Date: