



MAYOR DAVID J. NARKEWICZ

City of Northampton

Office of the Mayor

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FOR IMMEDIATE RELEASE- February 1, 2016

STATEMENT OF MAYOR DAVID J. NARKEWICZ REGARDING THE SETTLEMENT OF THE CLAIMS OF MR. JONAS CORREIA

At approximately 1:34 am on March, 31, 2013, the Northampton Police Department (NPD) responded to a large-scale disturbance call at the former Tully O'Reilly's bar on Strong Avenue involving multiple drunk and disorderly patrons fighting inside the establishment. Several NPD officers responded to the incident, restored order, and ultimately placed two individuals under arrest for disorderly conduct, including Mr. Jonas Correia.

Mr. Correia asserted claims against the City arising from his arrest, and those claims were forwarded to the City's insurance company, the Massachusetts Interlocal Insurance Association (MIIA). The insurance company decided to settle Mr. Correia's claims in accordance with a Settlement Agreement, a copy of which is attached to this statement. As the agreement makes clear, this case was settled by the insurance company, not by the city, and the City of Northampton paid no money to Mr. Correia. In addition, Mr. Correia and his lawyers understood and agreed that the settlement was not an admission of wrongdoing or liability on the part of the officers. There was, in fact, no wrongdoing by the officers.

I believed then, and I continue to believe, that NPD officers acted professionally and appropriately during this incident. I have full confidence in the men and women of our Police Department, and specifically the officers who put themselves in harm's way dealing with unruly patrons at the former Tully O'Reilly's bar in the early hours of March 31, 2013.

Attached (5)

SETTLEMENT AGREEMENT AND GENERAL RELEASE

I, JONAS CORREIA, in consideration for the payment of the amount of \$52,500.00, by the Massachusetts Interlocal Insurance Association (MIIA), the receipt and sufficiency of which is hereby expressly acknowledged, hereby on behalf of myself and my heirs, assigns, executors, successors, administrators, representatives and anyone claiming by or through any of them (collectively referred to hereafter as "Releasor"), forever irrevocably releases, acquits and discharges the CITY OF NORTHAMPTON, and its respective officers, agents, RUSSELL SIENKIEWICZ, ALAN BOROWSKI, THOMAS BRIOTTA and CHRISTOPHER DUMAS individually and in their professional capacities, as well as MASSACHUSETTS INTERLOCAL INSURANCE ASSOCIATION (MIIA), AND CABOT RISK STRATEGIES, (collectively referred to hereafter as "Releasees"), together with any and all other persons, firms, corporations, associations, partnerships, or other entities whether herein named or referred to or not, who together with Releasees may be jointly or severally liable to Releasor, from any and all claims, actions, causes of action, demands, rights, damages, compensatory damages, punitive damages, award interest and costs, and attorneys' fees, and State and Federal claims, including but not limited to those pursuant to the Federal Civil Rights Act, 42 U.S.C. § 1983, the Massachusetts Tort Act claims, (M.G.L. c. 258), false arrest and imprisonment, malicious prosecution, abuse of process, assault and/or battery, defamation, negligence, loss of services, attorneys' fees, expenses, compensation, debts, liabilities, judgments, and executions which Releasor may have had, may now have, may claim to have, or may hereafter have or claim to have, including but not limited those to which arise out of or are in any way relate to an incident that occurred on or about, March 31, 2013, at or near, 1 Pearl Street, Northampton, Massachusetts, Hampshire County, (hereinafter "Incident").

In consideration of the Agreement, Releasees by and through its insurer agree to pay to Releasor the aforementioned sum with each party to bear its own costs, expenses and attorney fees. The Releasor affirms that he is responsible for payment of all medical liens including, but not limited to, all liens asserted by Medicare, Medicaid and/or other programs or providers.

The Releasor affirms that certain government medical liens held by the United States or the Commonwealth of Massachusetts pursuant to Medicare, Medicaid, and/or other programs and/or providers, if any, may be asserted against payments to be paid to Releasor pursuant to this Settlement Agreement and General Release ("Agreement"). The Releasor acknowledges and agrees that CITY OF NORTHAMPTON, and its respective officers, agents, RUSSELL SIENKIEWICZ, ALAN BOROWSKI, THOMAS BRIOTTA and CHRISTOPHER DUMAS individually and in their professional capacities, as well as MASSACHUSETTS INTERLOCAL INSURANCE ASSOCIATION (MIIA), AND CABOT RISK STRATEGIES, NANCY FRANKEL PELLETIER AND ROBINSON DONOVAN, P.C. should not be subject to any claims by any lien holders as a result of entering into this Agreement. The Releasor to the best of his knowledge affirms and states that no future medical treatment is needed for any alleged injuries arising out of the alleged Incident.

In further consideration of the above payment, Releasor covenants and agrees to pay all liens asserted by any and all lien holders including, but not limited to, Medicare and/or Medicaid liens, for any treatment rendered to and/or to be rendered to Releasor for injuries on account of or in any way arising out of and/or relating to the Incident. The Releasor covenants and agrees to indemnify and hold harmless the said Releasees, CITY OF NORTHAMPTON, and its respective officers, agents, RUSSELL SIENKIEWICZ, ALAN BOROWSKI, THOMAS BRIOTTA and CHRISTOPHER DUMAS individually and in their professional capacities, as

well as MASSACHUSETTS INTERLOCAL INSURANCE ASSOCIATION (MIIA), AND CABOT RISK STRATEGIES, NANCY FRANKEL PELLETIER AND ROBINSON DONOVAN, P.C. from all claims, demands, suits for damages, costs, and/or expenses arising out of Releasor's failure to fully satisfy and discharge all medical liens, including but not limited to Medicare and/or Medicaid liens, in any way arising out of and/or relating to the Incident.

It is understood and agreed that this Agreement is a compromise of potential and disputed claims, that the consideration referred to herein and paid hereunder is not and shall not be construed to be an admission of liability on the part of any of Releasees, and that Releasees deny all liability to Releasor. Releasor hereby declares and represents that the damages and losses allegedly sustained by Releasor are, or may be, uncertain; and, in entering this Agreement, it is understood and agreed that Releasor relies wholly upon his own individual judgment and belief as to the nature, extent, effect, and duration of said damages and losses and liability therefor, as well as on the advice of his attorney.

Releasor expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but which Releasor does not know or suspect to exist, whether through ignorance, oversight, error, negligence, unresolved discovery issues relating to the Incident, or otherwise, and if known, would materially affect Releasor's decision to enter into this Agreement. Releasor further agrees that Releasor has entered into the Agreement as a complete and final compromise of matters involving disputed issues of fact and law. Releasor expressly assumes the risk that the facts and/or law may be other than what Releasor now believes.

Releasor further declares and represents: (a) that no promises, inducements, or agreements not herein expressed have been made to Releasor by or on behalf of Releasees, and that Releasor has not relied upon any statement or representation made by or on behalf of Releasees not expressed herein; (b) that Releasor is competent and authorized to execute this Agreement; (c) that Releasor has been represented by counsel of Releasor's choosing throughout the handling of this matter, and in connection with this Agreement, (d) that Releasor has consulted with said counsel regarding this Agreement, and that counsel have read and satisfactorily explained the legal effects of this Agreement to Releasor; (e) that Releasor fully understands the contents, meaning, and effect of this Agreement; (f) that Releasees have made no representation or warranty to Releasor as to the tax or other benefits or consequences of this Agreement; (g) that Releasor enters into this Agreement, and executes it voluntarily and as Releasor's own free act and deed; and (h) that this Agreement contains the entire agreement between the parties, and may not be annulled, voided, or modified orally, but only by a signed writing executed by Releasees and Releasor.

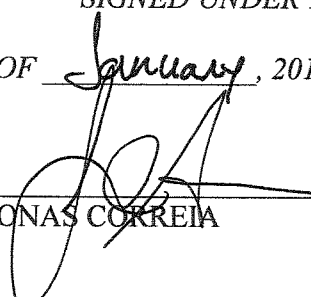
Releasor and Releasees and their respective attorneys agree that all negotiations or discussions between or among attorneys of any kind resulting in or relating to this Agreement and Settlement will from here on be and kept strictly confidential, and shall not be published, disclosed, disseminated in any manner whatsoever by any of them unless required by a court of competent jurisdiction. This Agreement and/or its terms are not covered by the foregoing provision of this paragraph.

Releasor represents, warrants, and guarantees that Releasor has not transferred or assigned any rights, causes of action, claims, or any other matters within the scope of this

Agreement, and that Releasor is the only entity or person with any right to raise or assert such, to enter into this Agreement, and to receive the sum specified.

Releasor shall bear all of his attorneys' fees, expenses, and costs in connection with this claim and this Agreement. Releasor expressly acknowledges and agrees that the sums received by him in connection with this Agreement include all attorneys' fees, costs, and expenses paid or incurred in connection to this claim, and Releasor waives and irrevocably releases, acquits, and discharges Releasees from, any claim of entitlement to any further award of attorneys' fees, costs, expenses or other damages arising out of this claim.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY ON THIS 14 DAY
OF January, 2016.



JONAS CORREIA

Releasees



WITNESS

By: _____
Their attorney

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