



HONORABLE MAYOR
WILLIAM LANTIGUA

March 29, 2013

Members of the Methuen City Council
Methuen City Council
41 Pleasant Street
Methuen, MA 01844

Re: City Solicitor Candidate Richard J. D'Agostino

Dear Councilor:

I am aware that Richard J. D'Agostino, a candidate for the job of City Solicitor in Methuen, misrepresented to the Methuen City Council that he was fired from his position as Assistant City Attorney in Lawrence. I want to correct his inaccuracies and misrepresentations.

Attorney D'Agostino was employed as an Assistant City Attorney in Lawrence beginning in 2005. On or about January 11, 2011, Attorney D'Agostino learned that a federal case he hoped to bifurcate, and thereby postpone, would be tried on January 18th. He then left work on January 11, claiming to have suffered an injury arising out of and in the course of his employment which incapacitated him from duty. He filed a claim for workers' compensation benefits under G.L. c. 152 and was awarded a closed period of total temporary incapacity benefits from January 11, 2011 through December 31, 2011. Lawrence paid him all those benefits ordered by the Department of Industrial Accidents.

During November and December 2011, Lawrence contacted Attorney D'Agostino inquiring as to his intentions to return to work after December 31, 2011. Attorney D'Agostino never responded to the City's inquiries. He never revealed his intentions. Only after the expiration of his closed period of benefits, did Attorney D'Agostino's wife inform Lawrence that he would not be returning to work. Shortly thereafter, D'Agostino's attorney initiated discussions concerning the settlement of his workers' compensation claim.

Lawrence and Attorney D'Agostino settled all his claims and potential claims in April 2012. The lump sum settlement agreement for the workers' compensation claim was signed on April 18, 2012. The "Release of all Claims" which resolved all other employment matters was signed by D'Agostino on April 23, 2012. The lump sum settlement agreement was approved by the Department of Industrial Accidents on April 25, 2012, and the payment called for by the agreement was delivered to D'Agostino that same afternoon.

Contrary to his assertions, Attorney D'Agostino was never fired by the City. Instead, D'Agostino settled his claims with Lawrence, and both parties went their separate ways. Attorney D'Agostino has, however, inconsistent with the facts, publicly misrepresented that he was fired by Lawrence on April 25, 2012, the very same date that his lump sum settlement agreement was approved and he was paid.

One can only speculate as to why Attorney D'Agostino chooses to portray his settlement as a firing. Nonetheless, after the settling of his case, Attorney D'Agostino created confusion in City Hall by accessing his former City Hall office with a key provided to him while he was employed by the City. When discovered in his former office, Attorney D'Agostino was reminded that he settled his case, and should not be entering the City Attorney's Office which contained, among other matters, internal and confidential records pertaining to his claim.

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City Solicitor Candidate Richard J. D'Agostino

After settling his case, and waiving his rights and claims to reinstatement with the City of Lawrence, Attorney D'Agostino subsequently sued the City to return to his work. In his lawsuit he alleges that he did not understand the terms of the settlement agreements he signed, and did not know the consequences of signing them. Rather than hire a disinterested counsel, D'Agostino chose an attorney to represent him who simultaneously represents a Lawrence union in its suit against the City. That suit concerns, among other matters, Attorney D'Agostino's actions in settling disputed claims with the same union lawyer who now represents him. Necessarily, Attorney D'Agostino, having represented the City in the underlying case, and having settled the case for the City, is now, himself, a witness in the ongoing litigation. Nonetheless, and despite the fact that he is a City of Lawrence witness concerning actions undertaken by him as Lawrence's attorney, D'Agostino meets regularly with opposing counsel. The relationship between D'Agostino and the counsel representing him in his lawsuit against Lawrence remains very unsettling to the City.

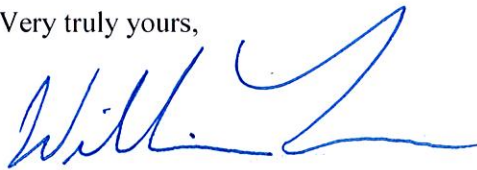
There is ample objective and written evidence that Attorney D'Agostino settled his claims with the City of Lawrence and waived any right or claim to reinstatement. Contrary to his statements, there is no evidence whatsoever that he was fired. Out of decorum, I shall not address his other claims that he "was fired by a corrupt mayor" "spoke truth to the devil," "took a stand against corruption," or "worked under a reign of terror." I shall suffice it to say that these assertions are as meritless as his claim of being fired. Attorney D'Agostino has not elaborated beyond these catchphrases and sound bites because they simply have no basis in fact. Moreover, contrary to his statements, Attorney D'Agostino was never barred from consulting with me.

I am compelled to share that I am extremely dismayed that an individual whom I liked, trusted, and enjoyed a long relationship with, both as a client and friend, now falsely attacks me. He intends to intentionally mislead the Methuen City Council for the purpose of securing employment.

I shall be following up on his actions by filing a formal public records request for records and documents relating to his solicitation of employment with Methuen. Because Attorney D'Agostino chose to extend his inaccuracies and misrepresentation to the Eagle-Tribune, I am also forwarding this communication to that office.

Thank you for providing me this opportunity to correct the record.

Very truly yours,



Mayor William Lantigua

cc: Mayor Stephen N. Zanni, City of Methuen
Eagle-Tribune