

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT DEPARTMENT
C.A. NO.: 2177CV00572

WILLIAM FAHEY,
Plaintiff,

v.

ANDREW FLANAGAN, Individually and as
Manager for the TOWN OF ANDOVER
Defendants.

JOINT EXHIBIT APPENDIX

Pursuant to Superior Court Rule 9A(b)(5)(vi), undersigned counsel hereby certifies that the following is a complete index of all exhibits to *Defendant Andrew Flangan, Individually and as Manager of the Town of Andover's Motion for Summary Judgment*, that true and accurate copies are attached hereto:

- Exhibit 1: Plaintiff's Complaint;
- Exhibit 2: Flanagan Deposition Transcript;
- Exhibit 3: Last Chance Agreement;
- Exhibit 4: Andover/Association Agreement;
- Exhibit 5: Regina Ryan Investigation Report;
- Exhibit 6: Regina Ryan Deposition Transcript;
- Exhibit 7: February 2021 Notice;
- Exhibit 8: Intent to Terminate Notice;

- Exhibit 9: Fahey Response to Flanagan;
- Exhibit 10: Letter of Termination;
- Exhibit 11: Email to Board with Flanagan Statement
- Exhibit 12: Regina Ryan Engagement Agreement;
- Exhibit 13: William Fahey Affidavit;
- Exhibit 14: MJ Facebook Posts;
- Exhibit 15: William Fahey Deposition Transcript Excerpts;
- Exhibit 16: Jaclyn Stackhouse-Lightner Deposition Transcript Excerpts;
- Exhibit 17: Mary Wesson Affidavit;
- Exhibit 18: Jaclyn Stackhouse-Lightner Affidavit;
- Exhibit 19: Jacqueline Gillette Deposition Transcript Excerpts;
- Exhibit 20: April 2019 Text Messages;
- Exhibit 21: Andrew Flanagan Deposition Transcript Excerpts;
- Exhibit 22: Regina Ryan Deposition Transcript Excerpts;
- Exhibit 23: Andover Youth Services Director Fired, Eagle Tribune, May 13, 2021;
- Exhibit 24: Jessica Porter Deposition Transcript Excerpts;
- Exhibit 25: Tonia Margas Deposition Transcript Excerpts;
- Exhibit 26: Supporters Call for Transparency in Firing of Fahey, Eagle Tribune, May 22, 2021;
- Exhibit 27: Emails to Select Board;
- Exhibit 28: Emails to Community Members.

Respectfully submitted,

Defendant,
Andrew Flanagan,
By his attorneys,

/s/ Leonard H. Kesten

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Respectfully submitted,

Plaintiff,
WILLIAM FAHEY,
By his attorneys,

/s/Daniel J. Murphy

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Dated: July 1, 2024

CERTIFICATE OF SERVICE

I hereby certify that a true copy of this document was filed today through the eFileMA system and copies will be sent electronically to registered participants. True copies will otherwise be served upon any attorneys of record who are not listed on the eFileMA system by email only on July 1, 2024.

/s/ Leonard H. Kesten

Leonard H. Kesten, BBO# 542042

DATED: July 1, 2024

EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

SUPERIOR COURT
DOCKET NO.:

WILLIAM FAHEY,)
Plaintiff,)
)
vs.)
)
ANDREW P. FLANAGAN,)
Individually, and)
AS MANAGER FOR THE TOWN)
OF ANDOVER,)

Defendants.)

VERIFIED COMPLAINT AND JURY DEMAND

This case arises out of the wrongful termination of 27-year Andover Youth Services Director William Fahey (“Fahey” or “Plaintiff”) and the accompanying misconduct of Andover Town Manager, Andrew P. Flanagan (“Flanagan”).

In January of 1994, The Town of Andover (“the Town”) hired Fahey in response to three Andover teenage suicides to develop and administer Andover Youth Services (“AYS”), an organization dedicated to supporting Andover adolescents. For the past 27 years, Fahey has devoted himself to supporting those Andover adolescents and to developing a youth services program that is second to none. Nevertheless, on May 10, 2021, by letter issued from Flanagan on behalf of the Town, Fahey was fired “for cause”, as a result of findings in an investigative Report (“Report”) commissioned by the Town after Fahey was suspended because of alleged “credible information” that he “engaged in inappropriate behavior with a minor.” Fahey disputes that the Report supports the allegation and denies that the Town has demonstrated sufficient cause to terminate his employment. Fahey alleges that the investigation and resulting Report commissioned

by the Town is severely flawed, goes beyond its stated “scope” of the investigation, and is being used by Flanagan to achieve his long held goals of discrediting Fahey in the community, terminating his employment with the Town and taking over the Cormier Youth Center. Nevertheless, Fahey believes that the Report and his response to it should be disclosed to the public.

Fahey alleges that over the past five and a half years, Flanagan targeted Fahey for termination. Further, Fahey alleges that Flanagan has been making knowingly, and with malice, false statements that wrongfully insinuate to the public that Fahey was being investigated for and ultimately terminated because of criminal behavior involving a minor. Flanagan is using the Town commissioned Report as a sword against Fahey by insinuating that it supports the original accusations of Fahey engaging in improper sexual conduct with a former AYS employee and as a shield by refusing to release the Report. Fahey now brings this action against Andrew P. Flanagan and the Town of Andover (collectively as the “Defendants”) for (a) Breach of Contract; (b) Breach of Covenant of Good Faith and Fair Dealing; (c) Defamation of Character; (d) Intentional Infliction of Emotional Distress; and (e) Tortious Interference with a Contract.

PARTIES

1. The Plaintiff, William Fahey, resides at 107 Waverly Road, North Andover, Massachusetts 01845.
2. The Defendant, Andrew P. Flanagan, resides at 130 Holt Road, Andover, Massachusetts 01810.
3. The Defendant, Town of Andover, is a duly incorporated municipality in the Commonwealth of Massachusetts with an address of 36 Bartlet Street, Andover, Massachusetts 01810.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to G.L. c. 223A § 2, because both the Plaintiff and the Defendants are domiciled in Massachusetts and the dispute between the parties relates to actions occurring in Andover, Massachusetts.
5. Venue is proper in Essex County because the Defendants are located in Andover, Massachusetts.

FACTS

6. Fahey was hired in January 1994 by the Town to create Andover Youth Services (“AYS”). AYS was formed in the wake of three Andover teen suicides and was designed as a program to support and benefit Andover adolescents. Since his hiring in 1994, Fahey has devoted his life to the development and administration of AYS. The Town and thousands of adolescents have been helped due to Fahey’s commitment to AYS.
7. From the time he was hired in 1994 until 2019, Fahey was a member of the Andover Independent Employees Association (the “Association”).
8. In 2019, Flanagan filed a petition with the Department of Labor Relations seeking to sever the Director of Youth Services and other town administrators, from the Association. The Town and the Association entered into an April 19, 2019 Agreement effective May 1, 2019 (“the Agreement”), in which, among other things, the Director of Youth Services position was removed from the Association. A copy of the Agreement is attached hereto as Exhibit A.
9. The Agreement states that, “[t]he Town Manager may remove any incumbent only for cause after furnishing the incumbent with a written statement of the reasons for dismissal and allowing the incumbent fifteen (15) calendar days to reply in writing or upon request to appear personally or with counsel and to reply to the Town Manager.” (emphasis added).

10. On February 5, 2021, the Town placed Fahey on paid administrative leave and stated in a letter from Human Resources Director, Jessica Porter that the Town “received credible information that you may have engaged in improper conduct with a minor.” The letter went on to say that “you are being placed on administrative leave effective immediately and until further notice, pending an investigation into this information that we are commencing. You will be notified when we intend to interview you.”
11. The February 5 letter also stated that Fahey was prohibited access to the Cormier Youth Center, where AYS is headquartered and was “directed not to have any contact of any kind – in person, in writing, or in electronic form by cell phone, email, texting, or social media – with any current or prior Andover Youth Services program participants or any current staff of Andover Youth Services. During this leave, you are also not to enter the building or grounds of the Cormier Youth Center at any time for any reason.” Fahey’s cell phone and computer were confiscated and he was embarrassingly escorted from his office at the Cormier Center. A copy of the February 5, 2021 letter is attached hereto as Exhibit B.
12. On Monday, February 8, 2021, Andover Director of Community Services, Jemma Lambert met with the AYS full time staff and told them that Fahey had been suspended pending an investigation by the Essex County District Attorney.
13. Also on or about February 8, 2021, Fahey was told that Attorney Regina M. Ryan (“Ms. Ryan”) of Discrimination and Harassment Solutions was conducting the subject investigation relating to a former AYS employee.
14. On February 24, 2021, Ms. Ryan conducted an interview of Mr. Fahey and inquired into the alleged improper conduct by Fahey.

15. According to Ms. Ryan, the investigation was initiated by a former Town of Andover employee who alleged to Town Community Support Coordinator, Sobhan Namvar, that Fahey engaged in “sexually inappropriate behavior” while Fahey was the former employee’s supervisor at AYS. This allegation and whether or not the alleged behavior violated Town policy was the announced “Scope Of Investigation.” Ms. Ryan made it clear that this was an Andover investigation. There was no mention of the Essex County District Attorney’s office or any police involvement.
16. After the interview with Ms. Ryan, Fahey requested that the Town return his cell phone as numerous people would be trying to reach him to no avail and without explanation. Ms. Ryan responded by directing Fahey to make the request directly to the Town. The Town refused to release the cell phone to Fahey, claiming that the investigation was “ongoing”. Fahey never got the phone back from the Town and as a result has no idea who may have been frustrated in their inability to reach him. He also lost personal photographs and voicemail messages that he had saved including messages from two close friends that he lost to cancer.

Flanagan Issues Notice of Intent to Dismiss Fahey

17. On April 7, 2021, Flanagan sent Fahey a letter on behalf of the Town noticing his “intent” to dismiss Fahey as the AYS director “based upon the investigatory report issued by Ms. Ryan on April 5, 2021.” This was the first time Fahey was notified of the existence of the Report.
18. Flanagan stated in his April 7 letter that, among Ms. Ryan’s findings were that Fahey engaged in inappropriate behavior by “physically hugging” and his “improper expression of love” to participants.
19. According to Flanagan, the investigative Report supported terminating Fahey for “just cause” because his conduct is “unbecoming an [sic] employee of the Town” and “incompetency or

inefficiency in the performance of your duties.” There was no mention of any finding against Fahey of criminal or sexual misconduct.

20. Also on April 7, 2021, Fahey through counsel, immediately requested a copy of the Report in order to prepare a response within the 15-day period proscribed by the Agreement. Flanagan, through counsel, refused to issue the Report to Fahey unless he would agree to enter into a non-disclosure agreement (“NDA”).
21. On April 8 and 9, there were numerous exchanges between the Town’s counsel and Fahey’s counsel regarding the alleged need for Fahey to sign the NDA.
22. Seeking to get around the necessity for the NDA, on April 9, counsel for Fahey requested the Report redacted by the Town. He also requested that the Town produce Fahey’s personnel file.
23. On April 12, the Town provided Fahey with a copy of the redacted Report, but it was so severely redacted that it was impossible to review and respond to. Also, on April 12, the Town produced Fahey’s personnel file.
24. On April 14, counsel for the Town and counsel for Fahey discussed and agreed to a revised NDA that recognized that the NDA could be superseded by an Order of Court. A copy of the signed NDA is attached hereto as Exhibit C.
25. On April 15, the un-redacted Report was provided to Fahey and his counsel.
26. On April 22, Fahey, through counsel, responded to the Report, pointed out its flaws, deficiencies and incorrect facts, and emphasized the importance of Ms. Ryan’s conclusion that the source of the original allegation was not credible and that the original allegation was not substantiated.
27. Fahey’s April 22 response letter also refuted any allegation that could rise to the level of supporting “termination for cause” and denied any allegation that Fahey engaged in services

that he was not qualified to provide or any other conduct considered “unbecoming”. The Fahey response letter pointed out the numerous flaws in the Report and asserted that the flawed investigation and Report were simply tools designed to further Flanagan’s goal to terminate Fahey.

28. On May 10, 2021, Flanagan responded to Fahey’s response, and terminated Fahey concluding that “given the existence of just cause the best interests of the Town and its residents warrant dismissal, which takes effect immediately.” Flanagan also announced that he “intend[s] to reorganize the operations of AYS.”
29. In his letter, Flanagan accused Fahey of “cultivating a personal, dependent relationship with vulnerable participants and families” as evidenced by the fact that Fahey was “referring to yourself as ‘Billy’” and that Fahey texted messages using “emojis” expressing “luv” for and physically hugging AYS participants. Again, these “findings” were never discussed with Fahey as being improper prior to his suspension nor was he ever given the opportunity to respond.
30. Flanagan’s letter of May 10, 2021 was not consistent with the findings of the Report in numerous ways. Even his rendition of the genesis of the investigation differs from what the investigator stated. In his letter, Flanagan stated that the Town was notified of the allegations against Fahey by the Essex District Attorney’s office and the Andover Police Department. However, according to Ms. Ryan, the investigation was initiated when “a former employee of the Town of Andover reported to Town Community Support Coordinator Sobhan Namvar that the Director of Andover Youth Services, William Fahey, engaged in sexually inappropriate behavior “while he was the former employee’s supervisor at AYS.”
31. Interestingly, among other things, Flanagan wrongfully asserts in his letter that Fahey’s April 22 response letter states that he provided “counseling services because they are requested by

individuals” and that “your failure to refer participant/their families to Mr. Namvar is inappropriate standing alone.” There is nothing in Fahey’s response stating that he provided “counseling services.” In fact, Fahey denied providing such services and gave examples of the referrals he made after troubled youths came to him for guidance and also correctly pointed out that AYS has its own licensed Social worker to whom Fahey has made numerous referrals.

32. It is now clear that it was Mr. Namvar who sought the intervention of the Essex County District Attorney’s office. Contrary to the assertions made by Flanagan, the “investigation” started with the Town and Mr. Namvar. Upon information and belief, it was not originally initiated with the Essex County DA’s office. In fact, the Essex County DA’s office declined taking any action as the allegations were not of criminal conduct.

33. On May 13, 2021, the Eagle Tribune published an article concerning the investigation and Fahey’s termination.

34. In the newspaper article, Flanagan was quoted as stating that because of the conduct disclosed earlier in the year from an “outside agency” and “other complaints” against Fahey throughout the years, Flanagan decided to terminate Fahey. Notably, Flanagan did not disclose how many complaints were made, nor the basis for the complaints. Fahey has no knowledge of any such “complaints.” Flanagan has wrongfully misled the public by stating that the investigation of Fahey was initiated by an “outside agency” when he knew it was initiated with a Town employee.

35. Because of the NDA imposed by the Town against Fahey, he is currently prohibited from disclosing the contents of the Report.

36. Release of the Report and the file containing Fahey's response to the Report will show how Flanagan has misled the Andover Selectmen and the community at large and acted to defame Fahey's character and reputation in the community and in Fahey's profession.
37. While the Town's investigation and Report are flawed in many respects, the Report does not contain support that Fahey engaged in the kind of nefarious behavior suggested by Flanagan. Without disclosing the content of the Report, Fahey can disclose, contrary to the false information and innuendo being promoted by Flanagan the following relating to the Report:
- A. There is no mention in the Report of any investigation by the Essex County District Attorney's Office, the Massachusetts State Police, nor the Andover Police Department;
 - B. There is no finding in the Report of any sexual misconduct by Fahey with a minor or any person;
 - C. There was not a single AYS staff person interviewed by the investigator;
 - D. There was not a single AYS Foundation Board member or anyone associated with AYS that was interviewed by the investigator; and
 - E. The investigation was not limited to the original scope of the investigation initiated by the allegation of the former AYS employee that Fahey "engaged in sexually inappropriate behavior" while he was the employee's supervisor at AYS but expanded into areas including Fahey's continued caring about and providing support to former AYS participants who are now adults in their 20's, 30's, and 40's.
38. Upon information and belief, Flanagan has not informed the full Board of Selectmen or others that Ms. Ryan concluded that the person who made the original allegations against Fahey lacked credibility and that the original allegation was not substantiated. Otherwise why would Selectman Christopher Huntress make such an otherwise irresponsible public statement that

“as a father” he understood and supported Flanagan’s decision. The statement by Huntress clearly suggests that either he was unaware of the Ms. Ryan’s findings as to the credibility of the accuser or that he too is engaging in intentionally wrongful conduct designed to discredit Fahey and ruin his reputation.

39. Importantly, Fahey’s personnel file contained no mention of the other “complaints” referenced by Flanagan in the Eagle Tribune article nor did it contain any performance evaluations or performance improvement plans. In other words, despite the fact that Fahey worked under the supervision of the Town Manager, Flanagan never warned Fahey of other “complaints” nor did he ever give Fahey the opportunity to address those phantom “complaints.” This 27-year employee of the Town was simply discarded by Flanagan.

Fahey Was Targeted By Flanagan

40. The Town hired Flanagan as its Town Manager in October 2015.

41. At the time he was hired, Flanagan knew that the newly constructed Cormier Youth Center, which was primarily funded by private money raised by the Andover Youth Foundation, was to be managed by AYS. Nevertheless, Flanagan let it be made known to many individuals that it was his intent to wrestle the building away from AYS and make it available to the Town at large under his management.

42. In February 2016, at a Town budget meeting, Flanagan announced his intention to have the Youth Center open to use by all different factions and groups in Andover.

43. Shortly after Flanagan’s announced intent to open the Cormier Youth Center to various groups, Fahey asked Flanagan for a meeting to discuss his plans. On the only occasion that Flanagan met one on one with Fahey, Fahey expressed his concern to Flanagan that his opening the Youth Center to other constituencies was inconsistent with the original intent for the Youth

Center, was contrary to the contract between the Town and the Cormier Youth Center, and was contrary to the entire AYS program, which was to benefit the adolescent age group in Andover. Fahey explained to Flanagan that having the Cormier Center as the exclusive domain of AYS and its commitment to the youth of Andover was the basis upon which the Foundation raised five million dollars to build the Youth Center.

44. From that time on, Flanagan failed to support Fahey and AYS. Also, upon information and belief, after Fahey stood up for AYS in his meeting with Flanagan, Flanagan told others in substance that Fahey was difficult to work with and therefore needed to go.
45. Over the past five years, Fahey has repeatedly sought to meet with Flanagan only to have Flanagan ignore his requests. Flanagan has not spoken with Fahey at all over the past five years.
46. Flanagan has never met with any of the other AYS staff members. During the entire time that Fahey was ordered to stay away from the Cormier Center and not contact any of its' staff, Flanagan never bothered to check in on the staff or the AYS program.

2017 Suspension

47. In the summer of 2015, it was brought to Fahey's attention by an Andover High School teacher that one of the AYS employees was engaging in an improper relationship with a recent Andover High School graduate who was 18 years-old at the time.
48. Upon learning of the allegation, Fahey immediately reported it to the Andover Human Resource Director. Fahey also suspended the AYS employee.
49. Toward the end of the summer of 2015, the former AYS employee applied to AYS to be reinstated. Fahey discussed the request with the Director of HR who gave Fahey the go-ahead to reinstate the former employee. With the full knowledge of the HR Director and the interim

Town Manager, the AYS employee returned to work primarily to assist with the move into the Cormier Center. The former AYS employee resigned from AYS in early 2016. The matter was closed.

50. Even though the matter was closed and the former AYS employee had not been working at AYS for over a year, in July of 2017, Flanagan re-opened the matter and initiated an investigation of Fahey. At the time, Fahey was still a member of the Union. Flanagan issued a directive through Fahey's Union Representative that Fahey was to present himself to Flanagan at 5 pm that day and that Fahey would have the option to either resign or get terminated.
51. Fahey refused to resign and Flanagan issued a directive suspending Fahey "pending an investigation." Flanagan then advised the Board of Selectmen that Fahey had been placed on "administrative leave pending the outcome of a sensitive personnel investigation" and asked that it remain "confidential." Apparently unconcerned about just how "confidential" the matter remained Flanagan sent another email to 11 Andover employees letting them know that Fahey was suspended pending a "sensitive personnel investigation." The fact that Fahey was missing from Youth Services became fodder for the newspapers.
52. Flanagan re-opened the matter with full knowledge that it was Fahey who recognized the impropriety and brought it to the attention of the HR Director. It did not matter to Flanagan that the matter had been dealt with and was closed. Flanagan acted to embarrass Fahey in front of the community by suggesting that he did something terribly wrong that required the immediate act of suspension. After the investigation was completed, Flanagan would only agree to Fahey returning to his position if he signed a so called "Last Chance" agreement.
53. Since Fahey wanted to continue his work as Director of AYS, he signed the agreement, which stated that he "failed to properly supervise an employee," even while expressing his

disagreement with the document and the allegation. At that time, he was warned by several people that Flanagan “was out to get him.” The manner in which Flanagan resurrected a closed matter in an attempt to gain Fahey’s resignation demonstrated that those warnings had merit.

54. Even after Fahey signed the so-called Last Chance agreement, Flanagan made another attempt to get rid of Fahey. On the Monday following the Friday on which Fahey signed the Last Chance Agreement, Flanagan reissued an order suspending Fahey again, claiming that Fahey had “lied” during the investigation about when the former employee resigned from AYS. As evidence, Flanagan relied upon a sign in log that showed the first name of a person who signed into the Doherty School that happened to also be the first name of the former AYS employee. Fahey pointed out that while the first name on the sign in was that of the former AYS employee, the last name was not.

55. There was no justifiable reason for Flanagan to suspend and embarrass Fahey. The incident in question was not ongoing. The only reason to suspend Fahey was to cause him embarrassment, to insinuate serious wrong doing on Fahey’s part, and to harm his reputation in the community.

56. In 2019, Flanagan orchestrated the removal of Fahey from the labor relations protection of the Andover Independent Employees Association.

57. Flanagan has actively engaged in a campaign to discredit Fahey within the community and remove him from his position. Among other things, Flanagan has not spoken directly to Fahey for 5 years. He has frozen Fahey’s salary and has failed to give him any even modest increases regardless of the fact that as of 2016, Fahey’s responsibilities were increased significantly to include overall management of the 21,000 square foot building and administration of all of its programs. As a result, even though he was a division head, Fahey’s salary was lower than salaries of many Andover employees with less experience and less responsibilities.

58. Flanagan's targeting of Fahey culminated with the February 2021 flawed Town investigation, the Report and resulting dissemination of misleading and inaccurate information through the May 10, 2021 termination of Fahey, and continues with Flanagan feeding the public with misinformation.
59. As a result of Flanagan's defamatory conduct, he has destroyed Fahey's reputation in the community and in Fahey's profession. In today's world of social media and the internet, Flanagan's attacks on Fahey will remain in the public domain forever.
60. Since the time Flanagan started his campaign against Fahey, Fahey has experienced severe emotional distress and has been diagnosed with a "stress disorder." That emotional distress has resulted in among other things, emergency room hospital visits, cardiac concerns, depression and lack of sleep.

COUNT I – BREACH OF CONTRACT (v. the Town of Andover)

61. The Plaintiff restates and re-alleges Paragraphs 1 through 60 of this Complaint as if fully set forth herein.
62. The employment contract dated April 19, 2019, provides that the AYS director may only be removed from his position if there is "just cause."
63. The Town breached the employment contract when Fahey was terminated for no valid "just cause."
64. Before his termination, Fahey had an annual salary of approximately \$100,000, however, as a result of his wrongful termination, Fahey is currently unemployed. Fahey is 59 years-old and had planned to work until he was over 70 years-old.
65. As a result of the Town's wrongful termination of Fahey, he has lost nine years of wages, and considerable work benefits such as health insurance and pension benefits.

COUNT II – BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING (v. Town of Andover)

66. The Plaintiff restates and re-alleges Paragraphs 1-65 of the Complaint as if fully set forth herein.
67. Under Massachusetts law, the contract between Fahey and the Town has in it a covenant of good faith and fair dealing.
68. By its actions to target Fahey and terminate his employment without cause, the Town has violated the covenant of good faith and fair dealing.
69. As a result of the Town's breach, Fahey has been damaged.

COUNT III – DEFAMATION OF CHARACTER (v. Flanagan Individually)

70. The Plaintiff restates and re-alleges Paragraphs 1 through 69 of this Complaint as if fully set forth herein.
71. Flanagan made false statements to the public intentionally insinuating that Fahey had engaged in criminal behavior which led to his termination.
72. Flanagan knew or should have known when he told others that Fahey was being investigated by the Essex County District Attorney and the police that people would reach the conclusion that Fahey had done something criminally improper.
73. Flanagan acted with actual malice when he knew or should have known that the statements regarding an investigation were false, or he acted with reckless disregard as to the truth of the statements because the Report failed to make any finding of criminal or sexual misconduct. Nonetheless, Flanagan made these false statements to the public.
74. These false statements made by Flanagan caused damage to Fahey's reputation and as a professional youth director.

75. As a result of Flanagan's defamatory actions, Fahey's reputation has been assaulted. He is entitled to damages.

COUNT IV – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (v. Flanagan Individually)

76. The Plaintiff restates and re-alleges Paragraphs 1 through 75 of this Complaint as if fully set forth herein.

77. Flanagan's continued actions to target Fahey's removal as AYS director amounts to extreme and outrageous conduct and done with the intent to cause Fahey emotional distress.

78. Since Flanagan targeted Fahey for termination and since the investigation began, Fahey has experienced constant stress and anxiety.

79. As a result of the intentional acts of Flanagan, Fahey has suffered harm and damages.

COUNT V – INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS CONTRACTUAL/BUSINESS RELATIONS (v. Flanagan Individually)

80. The Plaintiff incorporates by reference each of the allegations contained in paragraphs 1-79 above.

81. Fahey had an employment contract and relationship with the Town.

82. Flanagan knowingly made false statements regarding Fahey's character and actions and wrongfully insinuated that Fahey was suspended for criminal or sexually inappropriate behavior in order to induce the Town to sever the employment relationship with Fahey.

83. Flanagan's statements to third parties that he wanted to remove Fahey from his position as Director of AYS, and his actions to destroy Fahey's reputation in the community indicates spiteful behavior directed towards Fahey. Flanagan's actions were not related to a legitimate employment interest, but instead was acting against Fahey on his own malignant purpose.

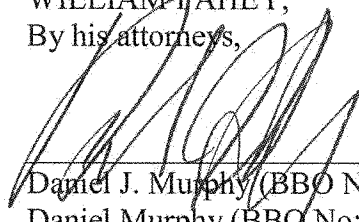
84. As a result, Fahey has suffered damages.

WHEREFORE, for the reasons set forth above, the Plaintiff hereby requests that this Court enter an order:

- a. Finding for the Plaintiff on Counts I through V of the Complaint;
- b. Awarding Plaintiff damages for lost wages and benefits, emotional distress, and loss of reputation;
- c. Awarding Plaintiff costs and attorney's fees; and
- d. Awarding Plaintiff all other damages as this Court deems just and appropriate.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY.

Respectfully Submitted,
WILLIAM FAHEY,
By his attorneys,



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Daniel Murphy (BBO No: 685760)
THE MURPHY LAW GROUP, LLC
565 Turnpike Street, Unit 72
North Andover, MA 01845
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Tel: (978) 686-3200

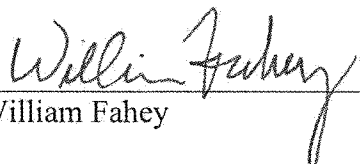
DATED: _____

6/3/21

VERIFICATION OF COMPLAINT BY PLAINTIFF

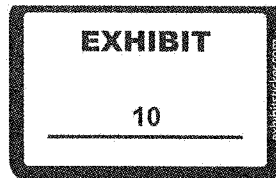
I, William Fahey, certify under the pains and penalties of perjury that I have read the Verified Complaint, the facts stated therein are true based upon my own present knowledge or based upon my review of any relevant documents, and that no material facts have been omitted therefrom.

Signed under the pains and penalties of perjury this 3rd day of June, 2021.



William Fahey

EXHIBIT A



AGREEMENT BY AND BETWEEN
THE TOWN OF ANDOVER
AND

ANDOVER INDEPENDENT EMPLOYEES ASSOCIATION
Regarding Department of Labor Relations Docket #CAS-19-7112
April 19, 2019

WHEREAS, the Town of Andover (“Town”) filed a clarification petition with the Department of Labor Relations (“DLR”), Docket # CAS-19-7112, seeking to sever certain positions from the Andover Independent Employees Association (“Association”);

WHEREAS, the Town and the Association, collectively referred to as the “Parties” wish to resolve CAS-19-7112 without the time and expense of litigation;

NOW THEREFORE, the Parties agree as follows:

1. Effective May 1, 2019, the following positions shall be removed from the Association as managerial employees:
 - Director of Public Health
 - Director of Conservation
 - Recreation Director
 - Director of Youth Services
 - Director of Elder Services
 - Director of Planning
 - Inspector of Buildings/Building Commissioner
2. For purposes of this Agreement, the term “incumbent” herein shall mean an employee in one of the positions listed in Section #1 of this Agreement who was in such position on April 19, 2019.
3. All existing personnel records and personnel file entries for incumbents shall remain in effect. This provision shall include but not be limited to evaluations, discipline, and previous agreements.
4. The Town shall not reduce the salaries for any incumbents which includes the longevity pay each incumbent received at the time his/her positions was removed from the bargaining unit represented by the Association.
5. The incumbents shall be entitled to the following Additional Longevity Pay (which was in Article 7.17 of the Association’s 2016-2019 collective bargaining agreement):

Incumbents hired prior to November 1, 2008 are eligible to receive an additional 15% Longevity Pay for a period of up to 26 weeks payable weekly, upon written request to the Town Manager. This Additional Longevity Pay shall be a one-time benefit in addition to the incumbent’s current longevity payment and it shall be calculated in the same manner.

An incumbent receiving the Additional Longevity Pay will not be eligible for any longevity pay following this 26 week period.

If the request for Additional 15% Longevity Pay is made by October 1st for payment commencing in the subsequent fiscal year, this Additional Longevity Pay shall not affect the traditional longevity pay. In this case, the member shall return to their previous longevity following the 26-week period.

Should the incumbent hired before November 1, 2008 die unexpectedly and thus forfeit the opportunity to apply for the additional 15% Longevity Pay, such longevity payment will be awarded to the incumbent's estate based on the salary earned during the incumbent's last six months of service.

All incumbents hired on or after November 1, 2008 shall not be eligible for the 15% Additional Longevity Pay.

6. Incumbents shall retain all accrued unused sick time, vacation time (subject to the limit of two weeks carryover), any terminal leave to which such incumbent would have been entitled, if any, under Article 15.14 of the Association's 2016-2019 collective bargaining agreement.
7. The Town Manager may remove any incumbent only for cause after furnishing the incumbent with a written statement of the reasons for dismissal and allowing the incumbent fifteen (15) calendar days to reply in writing or upon request to appear personally or with counsel and to reply to the Town Manager.

Just causes for dismissal, demotion or suspension are listed below, although dismissal, demotion or suspension may be made for other just cause:

- a. Conviction of a felony, or a misdemeanor involving moral turpitude;
- b. Violation of any principles of the merit system;
- c. Conduct unbecoming of an employee of the Town, on or off duty;
- d. Violation of any lawful official regulation or order or failure to obey any proper direction made and given by a supervisor;
- e. Being under the influence of alcohol, drugs or other intoxicants on duty;
- f. Insubordination or disgraceful conduct, either on or off duty;
- g. Offensive conduct or language in public, towards the public, Town officials, or employees, either on or off duty;
- h. Incompetence or inefficiency in the performance of the duties of his/her position;
- i. Carelessness or negligence with the monies or other property of the town;
- j. Use, attempts to use or threats to use personal or political influence in securing promotion, leave of absence, transfer, change of pay rate, or character of work;
- k. Inducement or attempts to induce an officer or employee of the Town to commit an unlawful act or to act in violation of any lawful department or official regulation or order;
- l. Taking for his/her personal use from any person any fee, gift, or other valuable thing in the course of his/her work in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons;

- m. Engaging in outside business activities on Town time, or use of Town property for such activity;
- n. Failure to maintain a satisfactory attendance record.

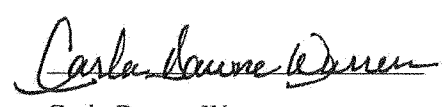
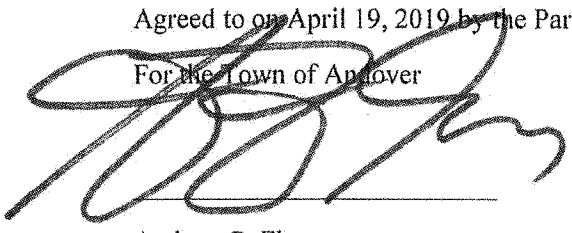
This provision shall not apply to any employee hired into one of the positions listed in #1 above after April 19, 2019.

- 8. Effective May 1, 2019, the Town agrees to establish a "Super Step" that will be awarded on either a permanent or temporary basis at the Town Manager's discretion for any of the following reasons: increased responsibilities beyond existing job description resulting from extraordinary events, in order to maintain market value for the position or to assume Department Head responsibilities on a temporary and prolonged basis as determined by the Town Manager. The Town Manager's decision whether or not to award the "Super Step" is not subject to grievance and arbitration.
- 9. The Town agrees not to file a CAS petition with DLR to sever any additional positions from the bargaining unit between April 19, 2019 and January 1, 2025
- 10. The Town shall withdraw its petition with the DLR, Docket #CAS 19-7112 when this Agreement becomes effective.
- 11. This Agreement is subject to approval by the Association's Executive Board and shall not be effective until such approval.

Agreed to on April 19, 2019 by the Parties subject to Section #11 of this Agreement.

For the Town of Andover

For the Andover Independent Employees Association



Andrew P. Flanagan
Town Manager

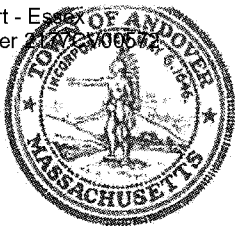
Carla Dawne Warren
President, AIEA

This agreement was approved unanimously by the Association's Executive Board on April 19, 2019.
This agreement is effective April 19, 2019.



Carla Dawne Warren
President, AIEA

EXHIBIT B



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Human Resources Office
36 Bartlet Street
Andover, MA 01810
(978) 623-8500
www.andoverma.gov

February 5, 2021

VIA HAND DELIVERY

Mr. William Fahey
121 Waverley Road
North Andover, MA 01845

Dear Mr. Fahey:

We have received credible information that you may have engaged in improper conduct with a minor. Given the nature of the allegations, you are being placed on paid administrative leave effective immediately and until further notice, pending an investigation into this information that we are commencing. You will be notified when we intend to interview you.

During this leave, you are directed not to have contact of any kind – in person, in writing, or in electronic form by cell phone, email, texting, or social media - with any current or prior Andover Youth Services program participants or any current staff of Andover Youth Services. During this leave, you are also not to enter the building or grounds of the Cormier Youth Center at any time for any reason.

Sincerely,

Jessica Porter
Human Resources Director

cc: Andrew Flanagan, Town Manager
Jemma Lambert, Director of Community Services
Personnel File of William Fahey

EXHIBIT C

NON-DISCLOSURE AGREEMENT

The following agreement is entered into between William Fahey ("Fahey") and the Town of Andover ("the Town").

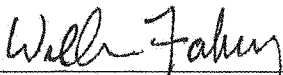
WHEREAS, Fahey and the Town (collectively "the Parties") are party to an employment dispute between them;

WHEREAS, in connection with the dispute the Town has caused an investigation to be conducted and the investigation has produced a report and exhibits that contain information relating to third persons, the disclosure of which the Town believes would constitute an unwarranted invasion of the privacy of such persons; and

WHEREAS, Fahey asserts a right to access the report and exhibits in order to protect his rights and obtain the assistance of his attorneys regarding the employment dispute;

NOW THEREFORE, the Parties agree as follows:

1. The Town agrees that Fahey shall have the right to access and review the Investigation Report of Discrimination and Harassment Solutions dated April 5, 2021 and Exhibits 1-10 thereto ("the Documents") on the following terms and conditions.
2. Fahey agrees that he shall not disclose the Documents or the substance, content, or information in the Documents to any person by any means, with the sole exception of his attorneys Daniel Murphy and Daniel Murphy, Jr., unless the Town, acting through the Town Manager, expressly approves in advance and in writing disclosure to other persons. Fahey further agrees that the Documents and such, substance, content, and information therein shall be used solely for his response to and defense of the intended action stated in the letter from Town Manager dated April 7, 2021. Fahey acknowledges that the Town is relying on the promises set forth herein in making the Documents and the substance, content and information therein available to him.
3. Fahey acknowledges that his violation of the foregoing terms and conditions shall constitute independent grounds for discipline up to and including dismissal.
4. The Parties agree that the terms and conditions set forth herein shall remain in full force and effect until and unless a tribunal or entity with jurisdiction enters an order regarding the use and disclosure of the Documents and the substance, content and information therein.



William Fahey

Date: April 14, 2021

Town of Andover

By: Andrew Flanagan, Town Manager

EXHIBIT 2

Andrew Flanagan
January 09, 2024

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPARTMENT

WILLIAM FAHEY,

Plaintiff,

v.

ANDREW P. FLANAGAN and TOWN OF
ANDOVER,

Defendants.

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)
)
)
)
)
)
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)
)
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)

Civil Action
No. 2177CV00572

DEPOSITION OF ANDREW FLANAGAN, a witness
called on behalf of the Plaintiff, pursuant to the
Massachusetts Rules of Civil Procedure, before
Carolyn J. Rogers, Registered Professional Reporter
and Notary Public in and for the Commonwealth of
Massachusetts, at the Offices of THE MURPHY LAW
GROUP, LLC, 565 Turnpike Street, North Andover,
Massachusetts, on TUESDAY, JANUARY 9, 2024,
commencing at 10:00 a.m.

C. J. REPORTING
Andover, MA 01810
617.763.1725
www.cjreporting.com

Andrew Flanagan
January 09, 2024

2

A P P E A R A N C E S

1
2 ALISSA KOENIG, ESQUIRE
3 DANIEL J. MURPHY, ESQUIRE
4 The Murphy Law Group, LLC
5 565 Turnpike Street
6 Suite 72A
7 North Andover, Massachusetts 01845
8 978.686.3200/fax 978.686.3883
9 djm@mlgllc.com
10 On Behalf of the Plaintiff.

11
12 LEONARD H. KESTEN, ESQUIRE
13 Brody, Hardoon, Perkins & Kesten, LLP
14 265 Franklin Street
15 12th Floor
16 Boston, Massachusetts 02110
17 617.880.7100
18 lkesten@bhpklaw.com
19 On Behalf of the Defendants.

20 ALSO PRESENT:

21 Mr. Thomas J. Urbelis, Attorney at Law.
22 Mr. Douglas W. Heim, Town Counsel
23
24

Andrew Flanagan
January 09, 2024

6

1 Q. What was that matter?

2 A. It was a witness to a car accident.

3 Q. And have you testified in court before?

4 A. I have not.

5 Q. Have you been a party to other cases?

6 A. In my capacity of Town Manager or
7 personally, I don't think so. Maybe as Town Manager,
8 but I'd have to go back and look.

9 Q. You were involved in a case in Chelmsford,
10 Massachusetts; is that correct?

11 A. I was involved in a JLMC proceeding, yes.

12 Q. A what type of proceeding?

13 A. Joint Labor Management Committee.

14 Q. And what was your role in that case?

15 A. I was an alternate management rep.

16 Q. What did that entail?

17 A. So the way the JLMC works is when a public
18 collective bargaining unit is unable to reach an
19 agreement with the municipality, there's a series of
20 steps that supplies the public safety unions. The
21 state mediates. If they're unable to reach a
22 resolution, they call in the JLMC. And in the JLMC
23 process is there's a management rep and a labor rep.
24 Obviously, the labor rep is working to advance the

EXHIBIT 3

AGREEMENT

Between and Among

THE TOWN OF ANDOVER

And

WILLIAM FAHEY

And

THE ANDOVER INDEPENDENT EMPLOYEES ASSOCIATION

August 2017

WHEREAS, William Fahey ("the employee") and the Andover Independent Employees Association ("AIEA") acknowledge and agree that the employee, in his supervisory capacity as Director of Andover Youth Services ("AYS"), engaged in supervisory conduct which constitutes grounds for discipline in accordance with the provisions of Art. 13 of the collective bargaining agreement ("the contract") between the Town of Andover ("the Town") and AIEA, i.e., by failing to adequately document discipline of a supervised employee and by failing to discipline such employee for an incident occurring in December, 2015; and

WHEREAS, the Town is prepared to proceed with disciplining the employee pursuant to the contract up to and including dismissal for his conduct, while the employee and the AIEA dispute whether dismissal is appropriate; and

WHEREAS, the employee, the AIEA, and the Town (collectively "the parties") wish to resolve any issues related to the employee's disciplinary matter without the time and expense of further proceedings;

NOW THEREFORE, the parties agree as follows:

1. The introductory "WHEREAS" clauses above are incorporated and made part of this Agreement.
2. The parties agree that the employee shall be suspended without pay for 10 (ten) consecutive work days commencing September 5, 2017 through September 18, 2017. In addition the employee shall be required to use 10 (ten) days of paid vacation, which shall be used as follows. The employee shall not report to work for the 5 (five) work days commencing September 19, 2017 through September 25, 2017 and shall use such days as vacation days. The employee shall report to work for the 5 (five) work days commencing September 26, 2017 through October 2, 2017 but shall be charged 5 (five) vacation days for such period.
3. The parties agree that the employee shall successfully complete a course which relates to supervisory responsibilities regarding sexual harassment in the workplace. Such course may be taken online, shall be approved in advance by the


Town, and may be completed by the employee while off-duty. Upon completing the course the employee shall provide evidence of successful completion to the Town.

4. The parties agree that the employee shall meet with the Town's Director of Community Services to determine appropriate measures which shall be put in place to prevent harassing or similar conduct by AYS employees in the future. The results of such meeting(s) shall be consistent with the employee's job description regarding his duties, functions and responsibilities and with the Town's organizational chart regarding the Department of Community Services, both of which are attached hereto.
5. The parties agree that this Agreement shall be construed as a "last chance" document and that, should the employee commit any further supervisory conduct which is similar to the incidents which are the basis for this agreement, including but not limited to failure to adequately document employee discipline, and such supervisory conduct is confirmed after investigation, the Town Manager may dismiss the employee in accordance with Art. 13. This decision shall not be subject to challenge or appeal by the employee or by the AIEA, except that the employee or AIEA may contest whether the conduct of which the employee is accused is such conduct to which this paragraph applies and whether the employee did commit such conduct. If an arbitrator or other finder of fact determines that the conduct did occur and is such as is proscribed by this paragraph, the arbitrator or other fact finder shall have no jurisdiction to alter the punishment imposed by the Town, up to and including discharge. The parties agree that this paragraph 5 shall not apply to any other alleged misconduct by the employee in the future, which shall be handled without regard to this provision.
6. The employee agrees not to grieve, appeal, arbitrate, or otherwise challenge the suspension referenced in paragraph 2, above, in any form or forum, and all such rights and procedures are knowingly and voluntarily waived by him.
7. The AIEA agrees not to grieve, appeal, arbitrate, or otherwise challenge the suspension referenced in paragraph 2, above, in any form or forum, and all such rights and procedures are knowingly and voluntarily waived by it.
8. The employee represents that he has read this Agreement, that he fully understands all of its terms and provisions, and that he is executing this Agreement freely, voluntarily, and without duress.
9. The employee acknowledges that he has been fully and fairly represented by the AIEA during the disciplinary process and during the negotiations that resulted in this Agreement.
10. This Agreement contains all of the understandings and promises relevant to the subject matter hereof. No other understandings or promises shall comprise part of

the parties' agreement or be enforceable in any manner and to any extent unless expressly set forth in a writing which is executed by all parties.

11. The Town agrees that it shall treat this Agreement and its substance as material which falls within G.L. c. 4, § 7, clause twenty-sixth (e), i.e., as "personnel" information in accordance with "exemption c" of the Public Records Law, and in the event of a request thereunder shall refuse production on that basis. The parties recognize that a determination as to the production of this Agreement may ultimately be made by the Supervisor of Public Records and that the Town must comply with such determination.

Agreed to on this 31 day of August 2017 by:


William Fahey

The Andover Independent Employees Association


By: Barbara McNamara, President

The Town of Andover

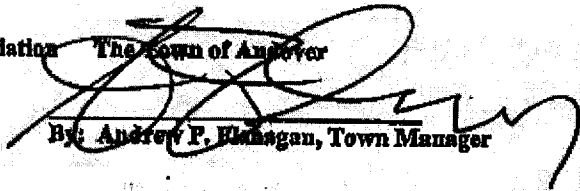

By: Andrew F. Blahagan, Town Manager

EXHIBIT 4

AGREEMENT BY AND BETWEEN
THE TOWN OF ANDOVER
AND
ANDOVER INDEPENDENT EMPLOYEES ASSOCIATION
Regarding Department of Labor Relations Docket #CAS-19-7112
April 19, 2019

WHEREAS, the Town of Andover (“Town”) filed a clarification petition with the Department of Labor Relations (“DLR”), Docket # CAS-19-7112, seeking to sever certain positions from the Andover Independent Employees Association (“Association”);

WHEREAS, the Town and the Association, collectively referred to as the “Parties” wish to resolve CAS-19-7112 without the time and expense of litigation;

NOW THEREFORE, the Parties agree as follows:

1. Effective May 1, 2019, the following positions shall be removed from the Association as managerial employees:
 - Director of Public Health
 - Director of Conservation
 - Recreation Director
 - Director of Youth Services
 - Director of Elder Services
 - Director of Planning
 - Inspector of Buildings/Building Commissioner
2. For purposes of this Agreement, the term “incumbent” herein shall mean an employee in one of the positions listed in Section #1 of this Agreement who was in such position on April 19, 2019.
3. All existing personnel records and personnel file entries for incumbents shall remain in effect. This provision shall include but not be limited to evaluations, discipline, and previous agreements.
4. The Town shall not reduce the salaries for any incumbents which includes the longevity pay each incumbent received at the time his/her positions was removed from the bargaining unit represented by the Association.
5. The incumbents shall be entitled to the following Additional Longevity Pay (which was in Article 7.17 of the Association’s 2016-2019 collective bargaining agreement):

Incumbents hired prior to November 1, 2008 are eligible to receive an additional 15% Longevity Pay for a period of up to 26 weeks payable weekly, upon written request to the Town Manager. This Additional Longevity Pay shall be a one-time benefit in addition to the incumbent’s current longevity payment and it shall be calculated in the same manner.

An incumbent receiving the Additional Longevity Pay will not be eligible for any longevity pay following this 26 week period.

If the request for Additional 15% Longevity Pay is made by October 1st for payment commencing in the subsequent fiscal year, this Additional Longevity Pay shall not affect the traditional longevity pay. In this case, the member shall return to their previous longevity following the 26-week period.

Should the incumbent hired before November 1, 2008 die unexpectedly and thus forfeit the opportunity to apply for the additional 15% Longevity Pay, such longevity payment will be awarded to the incumbent's estate based on the salary earned during the incumbent's last six months of service.

All incumbents hired on or after November 1, 2008 shall not be eligible for the 15% Additional Longevity Pay.

6. Incumbents shall retain all accrued unused sick time, vacation time (subject to the limit of two weeks carryover), any terminal leave to which such incumbent would have been entitled, if any, under Article 15.14 of the Association's 2016-2019 collective bargaining agreement.
7. The Town Manager may remove any incumbent only for cause after furnishing the incumbent with a written statement of the reasons for dismissal and allowing the incumbent fifteen (15) calendar days to reply in writing or upon request to appear personally or with counsel and to reply to the Town Manager.

Just causes for dismissal, demotion or suspension are listed below, although dismissal, demotion or suspension may be made for other just cause:

- a. Conviction of a felony, or a misdemeanor involving moral turpitude;
- b. Violation of any principles of the merit system;
- c. Conduct unbecoming of an employee of the Town, on or off duty;
- d. Violation of any lawful official regulation or order or failure to obey any proper direction made and given by a supervisor;
- e. Being under the influence of alcohol, drugs or other intoxicants on duty;
- f. Insubordination or disgraceful conduct, either on or off duty;
- g. Offensive conduct or language in public, towards the public, Town officials, or employees, either on or off duty;
- h. Incompetence or inefficiency in the performance of the duties of his/her position;
- i. Carelessness or negligence with the monies or other property of the town;
- j. Use, attempts to use or threats to use personal or political influence in securing promotion, leave of absence, transfer, change of pay rate, or character of work;
- k. Inducement or attempts to induce an officer or employee of the Town to commit an unlawful act or to act in violation of any lawful department or official regulation or order;
- l. Taking for his/her personal use from any person any fee, gift, or other valuable thing in the course of his/her work in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons;

- m. Engaging in outside business activities on Town time, or use of Town property for such activity;
- n. Failure to maintain a satisfactory attendance record.

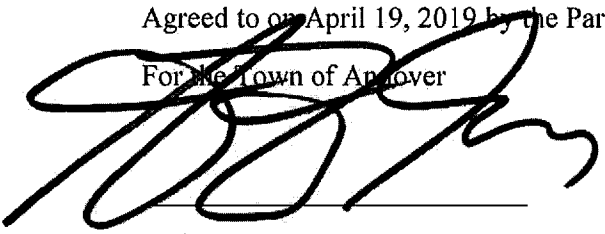
This provision shall not apply to any employee hired into one of the positions listed in #1 above after April 19, 2019.

- 8. Effective May 1, 2019, the Town agrees to establish a "Super Step" that will be awarded on either a permanent or temporary basis at the Town Manager's discretion for any of the following reasons (increased responsibilities beyond existing job description) resulting from extraordinary events, in order to maintain market value for the position or to assume Department Head responsibilities on a temporary and prolonged basis as determined by the Town Manager. The Town Manager's decision whether or not to award the "Super Step" is not subject to grievance and arbitration.
- 9. The Town agrees not to file a CAS petition with DLR to sever any additional positions from the bargaining unit between April 19, 2019 and January 1, 2025
- 10. The Town shall withdraw its petition with the DLR, Docket #CAS 19-7112 when this Agreement becomes effective.
- 11. This Agreement is subject to approval by the Association's Executive Board and shall not be effective until such approval.

mark his only? ←

Agreed to on April 19, 2019 by the Parties subject to Section #11 of this Agreement.

For the Town of Andover



Andrew P. Flanagan
Town Manager

For the Andover Independent Employees Association



Carla Dawne Warren
President, AIEA

This agreement was approved unanimously by the Association's Executive Board on April 19, 2019.
This agreement is effective April 19, 2019.



Carla Dawne Warren
President, AIEA

EXHIBIT 5



DISCRIMINATION AND HARASSMENT SOLUTIONS

March 24, 2021

**INVESTIGATION OF A COMPLAINT BROUGHT BY MEGHAN JOHNSON
AGAINST WILLIAM FAHEY
FINDINGS OF FACTS, CONCLUSIONS, AND RECOMMENDATIONS**

I. SCOPE OF INVESTIGATION

Meghan Johnson (referred to as “Meghan” to avoid confusion with other witnesses named Johnson), a former employee of the Town of Andover (hereinafter “Town”), reported to Town Community Support Coordinator Sobhan Namvar (hereinafter “Soap”) that the Director of Andover Youth Services (hereinafter “AYS”), William Fahey (hereinafter “Fahey”), engaged in sexually inappropriate behavior while he was her supervisor at AYS. The allegations concern events that began when Meghan was 16 years old and continued until a couple of years ago. This investigation addresses whether Fahey violated the Town’s established policies. (Exhibit 1)

II. SUMMARY OF THE ALLEGATIONS

During Meghan’s junior year at Andover High School, her parents were convicted of unrelated harassment charges and incarcerated. Fahey and counselors at Andover High School (hereinafter “AHS”) were made aware that Meghan and her younger sister, Kelly, a freshman at AHS, would now be living with their grandparents and would need academic and social support. Fahey and Meghan first met at AHS, and Meghan began attending the AYS shortly thereafter. By all accounts, Meghan was struggling.

Meghan contends that her relationship with Fahey grew unusually close and that his conduct was inappropriate. She alleges that he talked to her about sexually explicit matters, bumped up against her in a suggestive and unwelcome way at the AYS, became visibly aroused around her, and kissed her on the lips after driving her home. Fahey denies that his conduct was ever inappropriate and instead reports that he was in regular contact with Meghan's parents (particularly her mother) about his contact with Meghan. He contends that his motive was always to help Meghan.

III. EVIDENCE CONSIDERED

A. WITNESSES INTERVIEWED

1. Meghan Johnson¹
2. William Fahey (who was represented by counsel, Daniel Murphy)
3. Gayle Johnson (mother)
4. William Johnson (father)
5. Grace Manozzi
6. Thomas Murphy
7. Sobhan Namvar

B. DOCUMENTS RELIED UPON

- | | |
|-----------|--|
| Exhibit 1 | Andover Employee Handbook |
| Exhibit 2 | Director of Youth Services Job Description |
| Exhibit 3 | Meghan's poem |
| Exhibit 4 | Text messages between Fahey and Meghan |
| Exhibit 5 | Text messages between Fahey and "Vanessa" |

¹ After Ms. Johnson was interviewed, this investigator was contacted by Mr. Fahey's attorney Daniel Murphy Sr. who advised that Mr. Fahey contacted him to report that Ms. Johnson posted on social media an intention to hurt herself. In response, this investigator contacted the Town Manager.

- Exhibit 6 Text messages between Fahey and “Jononthons Mom”
- Exhibit 7 Text messages between Fahey and “IAT – E- Ya”
- Exhibit 8 Text messages between Fahey and “Erin Sweeney”
- Exhibit 9 Fahey addressing the BOS for position of social worker

C. APPENDIX

- 1. Interview of Meghan
- 2. Interview of Fahey

IV. SUMMARY OF EVIDENCE

The following evidence was considered as part of this investigation:

- 1. Fahey reports that he became Director of the AYS on January 17, 1994. He started the program, which provides enriching programs and experiences for middle school and high school students and support during the most challenging times of the lives of adolescents and teenagers. (Interview of Fahey and Exhibit 2)
- 2. The job description for the Director of Youth Services defines the position as “under general direction of the Town Manager, recommend and develop strategies and plans for the provision of recreational, educational and cultural programs for youngsters between the ages of 11-19 that are consistent with quality financial objectives; oversee the administration of all such programs and the implementation of related special projects and new ventures; oversee management and coordination of youth based recreational, educational and cultural programs.” (Exhibit 2)
- 3. One of the duties of the Director of Youth Services is to, “in concert with Town and School resources, act as a resource for troubled youths requiring intervention.” (Exhibit 2)

4. The Director of Youth Services position was removed from the Andover Independent Employees Association in 2019. (Exhibit 10)
5. There are different ways that youth can be involved at the AYS. They can participate in a specific program or can drop in for unscheduled visits. In addition to working at AYS, Megan participated by dropping in for visits. (Interview of Fahey)
6. Fahey reports that he first met Meghan in December 2011. He had been notified by one of the Johnsons' neighbors (at Gayle Johnson's request) of the Johnson family situation. (Interview of Fahey)
7. At the time, the Johnsons had three daughters: Meghan, a junior at AHS, Kelly, a freshman at AHS, and Nicole, who was in college. (Interview of Fahey)
8. Fahey and Christian Grange, a social worker at AHS, arranged an introductory meeting with Meghan and Kelly to check on their well-being and to arrange support. (Interview of Fahey)
9. At the initial meeting, which occurred at Grange's office, the girls' grandparents, Tom and Gloria Furey, agreed to be the girls' caretakers until the Johnsons were released from incarceration. Grange agreed to provide academic support.

(Interview of Fahey)
10. Fahey sensed tension at the Johnson home. The grandparents were not in tune with the girls' day-to-day activities; Gloria Furey was particularly anxious. Meghan was angry at and frustrated by both her parents and grandparents.

(Interview of Fahey)

11. Meghan began visiting the AYS, which was then located on Pearson Street. She would come by once or twice a week and sometimes do her homework there. (Interview of Fahey)
12. In August 2012, Fahey hired Meghan to work at the AYS on a part-time basis through February 2013, which was when Meghan stopped showing up for work. (Interview of Fahey)
13. Fahey reports he was able to hire Meghan through a state-funded grant for qualified recipients. Fahey claims he was also able to help Kelly get a job with the recreation department. (Interview of Fahey)
14. Although Meghan was no longer working at the AYS, Fahey reports she would still drop by on occasion, although not on a regular schedule. (Interview of Fahey)
15. Fahey would often drive her in his truck to do errands and would drive her home when she needed a ride. (Interview of Fahey)
16. Meghan graduated from AHS in 2013. After graduation, Fahey continued to stay in touch with the Johnsons. He reports that Meghan did not attend college, was living at home, and was using drugs. He also claims she was suffering from mental health issues. (Interview of Fahey)
17. On January 3, 2015, Meghan's sister Kelly died of a drug overdose. Fahey was at the hospital with the family and encouraged Meghan to visit Kelly, who was on life support before she passed away. He reports that Meghan was suffering with mental health issues and drug abuse at the time. (Interview of Fahey)
18. Fahey organized a memorial service for Kelly and attended her funeral after being invited by the Johnsons. (Interview of Fahey)

19. Shortly after Kelly's death, the Johnsons thought it would be a good idea for Meghan to visit family in California. The initial intention, according to Fahey, would be that Meghan would return home after a month or so. Meghan has been living in California since that time, although she has returned home for visits. (Interview of Fahey)
20. Fahey's last communication with Meghan was by text message and occurred approximately six months ago. He last saw her in person in approximately 2018. His impression upon seeing her was that she was still struggling. (Interview of Fahey)
21. Fahey contends that Meghan has made other complaints against men in her life. He believes that Meghan falsely accused her (Meghan's) uncle of inappropriate behavior towards her and her aunt contacted him to get Meghan to stop making the false allegations. Fahey recommended an attorney to the aunt and asserts that the allegations were rebuffed in a letter written by a lawyer hired by her aunt. He further asserts that Meghan took out restraining orders against men from Andover. He does not know the circumstances of those restraining orders. (Interview of Fahey)
22. Fahey admits that Meghan would sometimes visit the AYS at night but contends that he had permission to drive her home, which he did occasionally. He recalls one occasion when Meghan asked to see the new AYS and came by around 8:30 or 9:00 PM. They continued to talk at the AYS until midnight after the rest of the staff had left. He admits that he drove her home but denies he kissed her, as Meghan has alleged. (Interview of Fahey)
23. Fahey says he did hug Meghan occasionally, as he did with other kids at the AYS, and would sometimes tell her he loved her and that she was a beautiful person. He denies that he ever touched her in a sexual or inappropriate manner. He also denies talking with

- Meghan about pornography or sexual relations, being aroused around her, and inviting her to Africa. (Interview of Fahey)
24. Fahey says that he did meet often with Meghan in his office but contends that the door was always open and that he shared the office with the assistant director, Glen Wilson. (Interview of Fahey)
25. Fahey reports that he twice helped Meghan get hospitalized for mental health problems, once at McLean Hospital in Belmont and once at Hampstead Hospital in New Hampshire. He recalls visiting Meghan twice and taking her for walks on the facility grounds. He believes these visits occurred after Meghan's mother was released from incarceration. (Interview of Fahey)
26. Fahey does not remember telling Meghan's mother that Meghan made a pass at him; he recalls Gayle saying in jest that Meghan was attracted to him (Fahey). (Interview of Fahey)
27. Further, Fahey reports that Meghan never "hit on him," but she would ask "personal questions and flirt" with him. In response, he would have to redirect her. He explains that he felt she was inappropriate when he visited her at McLean's Hospital and she told him, "I wish I could find a man like you." (Interview of Fahey)
28. In 2016, someone named Danny (last name unknown) came to Fahey saying he was concerned that Meghan was acting in pornographic movies. Fahey then drove to the Johnsons' home and said to Meghan's mother that he does not know if these allegations are true. While at the Johnsons' home, the two searched for the pornography on either his laptop or on Gayle's; he is not sure which one was used. In any event, they watched

- the video together, and it indeed revealed that Meghan was involved. (Interview of Fahey)
29. Meghan reports that she has spoken with the state police and district attorney's office about her accusations against Fahey. (Interview of Meghan)
30. Meghan claims that when she was 15 or 16, her parents were arrested and imprisoned at the same time. During her first day of school, she was pulled out of class and asked by Fahey, "What the hell happened?" Fahey then took Meghan for a walk with his dog Louie around a pond. He talked to her like a friend, and she liked him. (Interview of Meghan)
31. Meghan always thought that Fahey was a social worker; he acted like a social worker and never represented otherwise. (Interview of Meghan)
32. Meghan recalls painting walls at the old AYS and taking a summer job there as well. She is uncertain about the dates of her employment. (Interview of Meghan)
33. Meghan would often run errands with Fahey. They would drive to the hardware store together. He would also drive her home from work and allow her to skip school and go to the AYS instead. (Interview of Meghan)
34. Meghan reports an occasion when Fahey took her to a room containing costumes at the AYS. She does not remember what it was he wanted to show her or when this event occurred. The space between the racks of clothes created a tight squeeze, and Fahey's body was pressed up against hers. She could feel his area "below the belt," and he smiled as if to suggest, "Are you going to do anything?" (Interview of Meghan)
35. Meghan also reports that she would often meet with Fahey in his office alone and with the door shut. She thought that this was "weird" and felt awkward when she walked out

- of the office, as she wondered what others thought. She claims Fahey did not share an office with anyone else. (Interview of Meghan)
36. Meghan admits that she experimented with drugs and that she never took drugs with Fahey. She wrote a poem that she showed Fahey about the first time she took heroin. (Exhibit 3) Meghan contends that Fahey responded, after reading the poem, that it was her (Meghan) having sex. (Interview of Meghan)
37. Meghan claims that she would visit with Fahey at night and that they would drive around in his truck for hours. (Interview of Meghan)
38. Meghan recalls being sent to a drug rehabilitation facility about an hour and a half or two hours away by her mother. She cannot recall its name, but the facility treated her substance abuse and mental health issues. Meghan cannot recall how old she was at the time. (Interview of Meghan)
39. She reports that Fahey visited her at the facility and took her for a walk. Back at his pickup truck, Fahey started talking about his sex life to her. Fahey told her of his preference for rough sex seen in pornographic movies but said his wife is not interested. He also said that he would smoke weed with her when she was no longer a minor and would someday take her to Africa, where he had some connections. (Interview of Meghan)
40. After Kelly's death, Meghan's parent bought her a one-way ticket to California; they did not have enough money to buy her a return ticket. In California, Meghan fell into the adult film business "not on purpose," and everyone in Andover found out. Meghan contends that Fahey became aware of her exploits, downloaded a video on his laptop, and showed it to her parents in their kitchen. According to Meghan, a friend of Fahey's

- named Jonathan (last name unknown) said that Fahey did this to show Meghan's parents what they had done to her. (Interview of Meghan)
41. Meghan described an incident that occurred when she went to visit Fahey at the AYS after midnight. A friend named Tommy Murphy dropped her off. This was the first time she had seen Fahey since her sister Kelly died. They talked at the AYS into the early hours of the morning; Fahey asked a lot of questions about the porn industry. She then asked him to drive her back home. Fahey walked her to the door and kissed her on the lips. This was "the first time he actually did something." She reported the kiss to her mother the next morning. (Interview of Meghan)
42. Meghan reports that Fahey told her mother that she (Meghan) "made a move on him." Meghan denies that she did so and is angry that Fahey went to her mother with this accusation. (Interview of Meghan)
43. Meghan is also upset that Fahey's friend named Jonathan (last name unknown; Jonathan used to live in Andover) told her (Meghan) that Fahey was talking about her to others. Jonathan reported that Fahey was looking at a photograph of Meghan and saying that "it's clear she does not love herself." This angered Meghan. (Interview of Meghan)
44. Meghan reports that Fahey would tell her "other kid's business" and recently advised her not to engage in sex, which she found intrusive and inappropriate since she is now engaged to be married. (Interview of Meghan)
45. Meghan reports that she told three of her high school friends, Grace [Manozzi], Molly, and Sora, about her issues with Fahey, but she never specifically identified Fahey to them by name. (Interview of Meghan)

46. Meghan is not aware of anyone else who has experienced similar sexual harassment by Fahey. (Interview of Meghan)
47. Gayle Johnson reports that Fahey did tell her that Meghan made a move on him. She was stunned, but Fahey did not elaborate. (Interview of Gayle Johnson)
48. Gayle recalls that Fahey brought the pornographic video to her house. She believes it was on his laptop computer. As soon as they saw Meghan, “the wind was knocked out of her.” He said he wanted her to know before someone else told her. She thinks this was in February 2015. (Interview of Gayle Johnson)
49. Gayle thought it was odd that the two went out after Meghan came home from California; before that, she thought Fahey was an amazing guy trying to help the family. (Interview of Gayle Johnson)
50. Gayle does remember Meghan telling her that Fahey kissed her. (Interview of Gayle Johnson)
51. Fahey may have also told her (Gayle) that Meghan had a crush on him. But at the time, she knew they liked each other and did not think it was an inappropriate relationship. (Interview of Gayle Johnson)
52. Fahey was closer to Meghan than Kelly. Fahey did not have much interaction with Kelly, mainly because she was away in rehabilitation for a year before she died. He held an event for Kelly after she died. (Interview of Gayle Johnson)
53. Gayle thinks that Fahey asked permission before he visited Meghan in rehabilitation. (Interview of Gayle Johnson)

54. Gayle remembers Fahey coming to the hospital when Kelly was on life support and she would encourage him to leave but he insisted on staying with her. (Interview of Gayle Johnson)
55. Bill Johnson recalls that he originally trusted Fahey but now considers him a “creep.” He would often pick up Meghan at the house—sometimes late in the evening; Bill says that “he was always around.” (Interview of Bill Johnson)
56. Bill has since “learned” that Fahey would talk negatively to Meghan about them as parents. (Interview of Gayle Johnson)
57. Sobhan “Soap” Namvar was hired as a wrestling coach at AHS in 2006-2007. Two years later, he was hired to work during the summer. Since then, he became a licensed social worker and is employed by the Town in the community outreach division. (Interview of Sobhan Namvar)
58. He overlapped working with Meghan one summer at the AYS. (Interview of Sobhan Namvar)
59. Soap recalls that Fahey would often have kids in his truck. He recalls seeing Meghan driving with Fahey to pick up paint and other materials. (Interview of Sobhan Namvar)
60. He also witnessed Meghan—and other kids, mostly girls—in Fahey’s office with the door closed. Soap contends that Fahey did not share an office with Glen. (Interview of Sobhan Namvar)
61. Soap did see Fahey with Meghan but did not witness anything of a sexual nature going on. Soap did not hear Fahey talk about pornography. (Interview of Sobhan Namvar)

62. Grace Manozzi was best friends with Meghan in high school, but she left for boarding school in 2012. Meghan was a grade ahead of Grace. She notes that Meghan had the “worst possible life.” (Interview of Grace Manozzi)
63. Manozzi did not know Fahey personally. (Interview of Grace Manozzi)
64. Manozzi recalls that when she was 14 years old and sitting in a car, Meghan asked her if she knew Fahey. Meghan then said she had a secret that she could not tell anyone. She (Meghan) had slept with Fahey, but his wife and kids could not find out. (Interview of Grace Manozzi)
65. Manozzi thought what Meghan told her was wrong but was afraid to come forward. (Interview of Grace Manozzi)
66. Manozzi’s sister told her (Manozzi) that she had close friends who had a “weird relationship” with Fahey. He was inappropriately intrusive in their lives. She will confer with her sister on whether they will come forward. (Interview of Grace Manozzi)
67. Thomas Murphy is a friend of Meghan. He recalls an evening when Meghan had a plan to visit the AYS at night. He dropped her off at the AYS around 10:30-11:00 PM. He believes this was in the summer of 2018. The AYS was quiet; there was “definitely” no function going on that night. Meghan said she was going to see Fahey. (Interview of Thomas Murphy)
68. Meghan told him (Murphy) that Fahey sexually assaulted her and that she did not want this to happen to someone else. (Interview of Thomas Murphy)
69. A review of Fahey’s phone records from his Town-issued cell phone reveal that in the month of January 2021, he used language similar to that which he used with Meghan. Fahey texted “Erin Sweeney” saying, “Hope you are good in this wacky world ! Miss

you , love you and look forward to catching up with you ! Happy MLK day !!!

♥👉🍀” (Exhibit 8) Again, on January 19, 2021, Fahey texted “Vanessa,” who was seeking employment at the AYS, “I love u forever and always and will happy to see u.” (Exhibit 5)

70. In addition, the text messages from Fahey’s cell phone disclose that people are open to seek mental health advice from him. For example, on January 29, 2021, “IAT – E- Ya” messaged him saying, “Hi Bill, Gia is planning to visit Anthony tomorrow and I’m not sure if I should go. I know my daughter wants to include me and needs my support but I don’t know if it’s what’s best for him. We’ve not spoken and I only know how he’s doing through Gia. What do you think? If I don’t go will it continue the divide? Will he just assume that I don’t care/unsupportive or will he view my presence as more encroachment on he and Gias relationship? He’s complained to numerous people that he feels like he’s in a threesome and I resent the comments and complaints tremendously. What do I do?”² (Exhibit 7)

71. Text messages also disclose that Fahey frequently received text messages from “Jonothons Mom,” who messaged him about a family member in crisis. He would provide guidance, including, “J - behavior is not normal. He will continue to say false things until he gets better. The more you answer phone the more you will hear him say negative things. I know it must hurt you very much but understand he does not know what he is doing. I would limit your time on phone. It’s good that you asked to be on list

² Many of the text message communications do not appear complete, as a response to a question may not be answered by Fahey, but the dialogue continues, which suggests that some of the texts were deleted. Further when Fahey was asked to turn in his Town issued cell phone and laptop, he denied that he had either and reported that the cell phone was his personal cell phone. Ultimately he complied and provided the Town with both. Lastly, a review of the forensic analysis of his cell phone confirms that there was substantial and regular deletion of text messages.

- to talk hospital. Let's see what happens Keep the faith." Further, in response to the hospitalization, Fahey texted, "Yes. Stay here and medicine. Where are the prescriptions?" Fahey further offered mental health opinions, including, "It's good he slept for 7 hours. He will be good for a few hours and then he will get real maniac again." By text Fahey further requested Jonothon's prescriptions. (Exhibit 6)
72. Lastly, Fahey's text messages disclose that on April 18, 2019, at 10:01 PM, Meghan texted him inquiring as to whether it was too late for them to meet at the AYS, and he agreed it was not too late. (Exhibit 4)
73. In 2014-2015 Fahey originally requested that the Town create a position under his leadership as the Director of the AYS for an individual who holds a master's degree in Community Social Work and will advocate for young people and their families. (Exhibit 9)
74. Ultimately the Town agreed to create the position and assigned it to the APD as part of the community outreach division with the understanding that Fahey would refer children and families in need of outreach to the employee.
75. Fahey presented to the Select Board in 2014 and 2015 and explained the need based on, "[t]he rise in mental health issues among the population of young people, rising drug issues, the youth center is coming, it needs to have staff, they need to ability to reach more young people and their families. (Exhibit 9)
76. Soap was ultimately hired for the position and since 2016, Fahey has failed to refer any children or families to him for services. (Interview of Soap)
77. Pursuant to the Agreement between the Town of Andover and the Independent Employees Association, the Town Manager may dismiss, demote or suspend the

Director of Youth Services if there is just cause to support a finding that the employee exhibited conduct unbecoming of a Town employee. (Exhibit 10)

78. The Town's email and internet policy are as follows:

Standards and Guidelines for E-Mail and Internet Use

The Town of Andover provides e-mail and/or Internet access to employees who are connected to the municipal network server located at the Town Offices and, additionally, to various employees in other Town buildings.

The purpose of providing these services to employees is to improve communication between departments and to provide the means to communicate and obtain information via the Internet. These services shall be used to improve the efficiency and effectiveness of municipal operations. Personal and other unauthorized use of the Town's E-mail and Internet is strictly prohibited.

Please note the following standards when using e-mail/Internet access:

- E-mail/Internet access is provided by the Town of Andover and, therefore, all messages and records are the property of the Town of Andover.
- Electronic records, including e-mail and Internet access, must comply with all public records regulations*; and, as with all public records, a copy of such record could be requested.
- **All communication should be stated in a professional manner; under no circumstances may employees create, send or retrieve sexually or otherwise offensive, derogatory or harassing messages to employees or others by e-mail or the Internet.**
- Employees may not copy, retrieve or send confidential, copyrighted or proprietary information by e-mail or the Internet without specific written authorization from appropriate Town officials.
- The Town of Andover reserves the right to monitor e-mail/Internet usage, including content; the Town will conduct periodic monitoring to insure compliance with these standards and transmissions should not be considered confidential or private even though you may have a personal access password.
- Deleting e-mail does not guarantee that it cannot be retrieved.
- E-mail that is no longer needed should be deleted by the user; employees are encouraged to save e-mail messages that may be useful to them in the future, however, the Information Systems Division (or designee at remote sites) may need to periodically delete old e-mail if the resources of the e-mail server(s) are affected.
- Violations of such standards may result in disciplinary action up to and including discharge.

79. The Town's sexual harassment policy reads as follows:

Sexual Harassment in the Workplace Policy

I. Purpose

This memorandum establishes the policy of the Town of Andover regarding sexual harassment in the workplace by managers, supervisors, employees, and/or members of the public who use Town facilities, vendors and contractors. This memorandum also describes examples of conduct that may constitute unlawful sexual harassment and sets forth a complaint procedure to be followed by persons who believe that they are victims of unlawful sexual harassment.

II. Policy

The Town of Andover fully supports the right of all persons to hold employment in or enjoy access to our facilities in an atmosphere which promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. Sexual harassment by managers, supervisors, employees, and/or members of the public who use Town facilities, vendors and contractors is unlawful and unacceptable and will not be tolerated. Further, any retaliation against an individual complaining of sexual harassment or cooperating with the investigation of sexual harassment is similarly unlawful and also will not be tolerated.

We view allegations and concerns about sexual harassment very seriously and we will respond promptly and decisively to instances where complaints of sexual harassment are brought to our attention by use of the established procedures which are set out and explained in this written policy.

Where it has been demonstrated to our satisfaction that such harassment has occurred, we will promptly act to deal with and eliminate any harassment and/or other unlawful conduct. We will impose such corrective action as is necessary up to and including termination.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, it should not be construed as preventing, limiting, or delaying the Town of Andover from taking disciplinary action against any individual up to and including termination, in circumstances where the Town of Andover deems disciplinary action appropriate regardless of whether such conduct satisfies the definition of sexual harassment.

III. Definition of Sexual Harassment

A. The legal definition of sexual harassment

Sexual harassment is a form of sex discrimination that is illegal under both Title VII of the Civil Rights Act of 1964 and M.G.L. c 151B. These laws provide that unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature constitute sexual harassment when:

- * submission to or rejection of such advances, requests, or conduct is made, whether explicitly or implicitly, a term or condition of an individual's employment or a basis for employment decisions affecting the individual;
- or

* such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating or sexually offensive work environment.

These definitions are broad and include any sexually oriented conduct, whether it is intended to harass or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to either male or female workers.

B. Examples of conduct that can constitute unlawful sexual harassment

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive and that fails to respect the rights of others. Sexual harassment occurs in a variety of situations which share a common element; the inappropriate introduction of sexual activities or comments into the work environment.

Sexual harassment often involves relationships of unequal power. Such situations may contain elements of coercion, such as when compliance with requests for sexual favors becomes a criterion for granting privileges or favorable treatment on the job. However, sexual harassment may also involve relationships among equals, such as when repeated advances or demeaning verbal comments by a co-worker towards another co-worker have a harmful effect on a person's ability to perform his or her work. **Sexual harassment can also involve employee behavior directed at non-employees** or non-employee behavior directed at employees. Examples of sexual harassment include, but are not limited to:

- repeated, unwanted sexual flirtations, advances or propositions;
- continued or repeated verbal abuse or innuendo of a sexual nature;
- **uninvited physical contact such as touching, hugging**, patting, brushing or pinching;
- verbal comments of a sexual nature about an individual's body or sexual terms used to describe an individual;
- display of sexually suggestive objects, pictures, posters or cartoons;
- continued or repeated jokes, language, epithets or remarks of a sexual nature in front of people who find them offensive;
- comments or inquiries about a person's body or sexual activity, deficiencies or prowess;
- prolonged staring or leering at a person;
- making obscene gestures or suggestive or insulting sounds, such as whistling;
- the demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment status or promises of preferential treatment, such as favorable performance reviews, salary increases, promotions, increased benefits, or continued employment;
- indecent exposure;
- assault or coerced sexual acts.

This behavior is unacceptable in the workplace itself and in other work-related settings such as work related social events and travel.

V. FINDINGS AND CONCLUSIONS

Having considered all the credible evidence and reasonable inferences drawn therefrom, I make the following findings and conclusions based upon a preponderance of the evidence. Meghan is a poor historian, and her credibility is compromised for the reasons set forth below. Accordingly, I conclude that those of her allegations which cannot be corroborated by other sources do not meet the preponderance of the evidence standard. That being said, there is sufficient evidence that Fahey has engaged in indiscretions that violate aspects of the Town's policies and warrant corrective action up to and including termination.

A. Meghan's Credibility

Although Meghan's allegations are serious and warrant investigation, they are undermined by significant gaps in her credibility. She admits to being an unreliable historian and made numerous inconsistent statements. Because her credibility is critical to this investigation, I note the following concerns.

Meghan made troubling admissions during the interview. She once admitted that "my mind is kinda all over the place." She could not remember the name of the rehabilitation facilities where she was sent for treatment and where Fahey visited her [McLean Hospital and Hampstead Hospital]. She is "not really sure" how old she was when she was sent to rehabilitation. She cannot remember how old she was when her parents were incarcerated. She did not recall the dates when she was employed at the AYS.

Meghan also made a surprisingly inconsistent statement at one point during the interview, she said, "I loved Bill and he never hurt me." This statement is difficult to reconcile within the context of her other statements.

Meghan also made statements that were contradicted by other sources. Her “best friend” Grace Manozzi reported that Meghan told her she slept with Fahey, an allegation she did not make in the interview. Similarly, she told her friend Thomas Murphy that Fahey had “sexually assaulted” her. Although the definition of sexual assault can certainly be applied differently among lay people, Meghan alleges sexual harassment and not an assault. She told this investigator that “he never hurt me.” Both of these conversations with friends appear to be exaggerations.

Meghan’s willingness to make otherwise unexplained, explosive allegations was also troubling. For example, she offers that Fahey has “had issues with boys” and that he is supporting some boys that raped a girl. She also asserts that Fahey was not interested in helping her sister, who was “being raped by a family member who was living with us.” Her lack of support for these serious allegations reveals a cavalier disregard for the truth and appears motivated more by emotion than fact. “Fuck him,” she said toward the end of the interview.

Based on these concerns about Meghan’s recollection and credibility, her allegations, when not supported by third-party or documentary corroboration, do not meet the preponderance of the evidence standard. Given her extremely difficult and unfortunate upbringing, which included her parents’ simultaneous incarceration, Kelly’s tragic death, and mental health problems and drug addiction, her confusion is understandable and even sympathetic. Without a doubt, much of what happened to Meghan is not her fault. Nevertheless, her recollections are not sufficiently reliable to support many of her assertions. Accordingly, if any of her allegations are to meet the preponderance standard, they need to be corroborated by other evidence.

B. Allegations that are Corroborated

Similarly, Fahey has significant gaps in his credibility, particularly in denying that he often met with Meghan in his office at the AYS behind closed doors, as this is confirmed by Soap. According to Soap, Fahey would lead kids, particularly girls, into his office and shut the door. He (Soap) would sometimes knock on the door and wait while kids remained in his office. This contradicts the statement by Fahey, who claims that he (1) met with kids in his office only with the door open and (2) he shared the office with his assistant Glen. Soap's statement is credible; although he is no fan of Fahey, he was not willing to stretch the truth to support the more serious parts of Meghan's story. Soap reports that he never witnessed anything of a sexual nature going on between them and that he was not aware of any conversations with Fahey concerning pornography.

Further Fahey was untruthful when he reported that the night he met Meghan alone at AYS, she arrived 8:00 PM or 9:00 PM while others were present. Tom Murphy confirms that he dropped Meghan off at the AYS at approximately 10:30 PM so that she could meet with Fahey. He recalls that there were no festivities going on that night and that the facility was quiet. Further, Fahey's own text messages support the contention that Fahey met Meghan after 10:00 PM at the AYS.

Gayle Johnson confirms that (1) Fahey told her that Meghan "made a move" on him and (2) Fahey brought the pornographic video of Meghan to the Johnson house on his laptop. Understandably, both incidents stunned Gayle. Fahey's denials of these claims are not credible and are insufficient to discredit Gayle's statement. Fahey first claimed he and Gayle "looked up" the video on Gayle's computer. Then, he acknowledged they could have been using his computer. It also seems unlikely that Fahey would have

forgotten the last name of “Danny,” his friend who first came to him with the news of Meghan’s involvement in the pornographic industry. That Fahey arrived at the Johnson house not knowing if Danny’s allegation was true is also far-fetched. This would require the belief that Fahey and his friend Danny took no action to confirm the explosive news concerning Meghan’s involvement in pornography before Fahey drove to the Johnson house with the intent of watching or searching for the video.

Similarly, Fahey equivocated when asked whether he ever told Gayle that Meghan made a pass at him, an allegation that Gayle confirms. When denying this allegation, Fahey first asserted that Gayle kiddingly suggested that Meghan had a crush on Fahey. Then, he corrected his statement by saying that that Gayle’s tone was not exactly humorous. He then walked back his statement further by claiming he did not remember if in fact he had initiated the conversation.

Both Soap and Bill Johnson confirm that Fahey would regularly drive Meghan in his pickup truck. Fahey admits that she would accompany him to stores to run errands and that he would often drive her home. Soap recalls that Fahey would “always” have kids in his truck and that they would regularly run errands with them to acquire paint and other supplies. Bill Johnson confirms that Fahey would often pick up Meghan at the house, although he acknowledges that he initially considered Fahey to be an asset to the family. He now believes Fahey is a “creep.”

The more serious allegations of the complaint are not corroborated. No one witnessed Fahey touching himself in an inappropriate way or overhead sexually explicit conversations between the two. This includes Soap, who was around them frequently. Although Meghan and Fahey were alone in his truck and in his office at the AYS on

numerous occasions and this imprudent conduct provided the opportunity for inappropriate behavior, it is not sufficient to establish the conduct alleged. Meghan's statements are not sufficiently reliable.

C. Do the Corroborated Indiscretions Violate Town Policy?

Fahey violated Town policy when he downloaded pornographic material and showed it to Gayle. His conduct is inconsistent with the mandate that employees do not send or retrieve sexually or otherwise offensive material. Furthermore, the manner by which he chose to inform the Johnsons of Meghan's involvement in the pornography industry showed poor judgment. If he believed there were legitimate reasons to inform the Johnsons of Meghan's activity, a phone call or conversation without the dramatic viewing of the video would certainly suffice.

Fahey's lack of judgment and professionalism is also evidenced by his frequent meetings with Meghan and others behind closed doors. That he met with Meghan at the AYS late at night after the other staff had left is troubling and creates—at a minimum—the appearance of impropriety. Driving participants of the AYS around in his truck is similarly problematic. Such conduct creates safety concerns and places young adults in vulnerable predicaments and amounts to conduct unbecoming of a Town employee.

Fahey's expressions of affection, which admittedly include the hugging of participants and expressions of love and beauty (including heart emojis), reveal a lack of appreciation for acceptable boundaries between a youth coordinator and children. "Uninvited physical contact such as touching [and] hugging" are express violations of the Town's sexual harassment policy. What constitutes an "uninvited" hug between adults is

often difficult to gauge, but to assume a minor child could consent to such contact reveals exceedingly poor judgment, if not expressly violative behavior.

Professional boundaries are set by legal and ethical frameworks to maintain a safe working environment and Fahey, who does not possess a professional license, holds himself out to be a mental health expert while having zero accountability for his actions. Fahey's act of visiting Megan at McLean's Hospital, in her fragile state, and engaging in a conversation that he described as "inappropriate" because she confided in him that she wanted to find a man like him demonstrates his lack of understanding of appropriate boundaries that a licensed professional would know to avoid. Even more concerning is that knowing her feelings towards him and understanding from her mother that she believed Meghan had a "crush on him", Fahey continued to pursue a relationship with Meghan with texts, office visits and rides in his truck which is both peculiar and evidence of a reckless disregard for her vulnerable state and understanding of professional limitations.

Further, Fahey's blatant refusal to refer children and families to the licensed social worker at the APD community outreach division, when he represented to the Select Board the need for said services, validates his unwillingness to relinquish control over these children and families. Fahey frequently circumvented the processes put in place by the Town to provide professional services to participants and unilaterally addressed matters outside his authority. Specifically, when Megan's aunt sought his assistance to stop Megan from accusing her uncle of inappropriate behavior, instead of reporting the serious allegations to the APD to investigate, Fahey recommended she hire a lawyer to shut down Meghan.

Further, Fahey assisted in having Meghan admitted to a mental health facility on two occasions and visited her at the facilities and he remained at the hospital while Kelly was on life support. Fahey's actions are inconsistent with the duties and responsibilities of the director of the AYS. Although as director he is permitted to be a resource for troubled youths requiring intervention, he is required to work in conjunction with the Town and School resources, and in Meghan's case, he failed to do this after the initial contact with the staff at the high school.

Beyond deviating from obvious acceptable protocols when interacting with a vulnerable individual like Megan, Fahey appears to engage in this pattern behavior with other employees and/or participants at AYS. By immersing himself into the lives of individuals in crisis and opining on their mental health treatment when he does not hold the requisite professional licensing or training, Fahey risks exposing the children and families to greater damage while exposing the Town to potential liability. Examples of this are shown in his text messages that include informing a family member that her son will become "real manic"; requesting that he (Fahey) be provided his prescriptions and directing the family to limit their phone communications with their son.

Fahey's willingness to use his position with the Town to cross all professional boundaries, to give misguided and uninformed advice to participants and employees in need and to mislead vulnerable individuals to believe he possessed the requisite expertise to render professional services or informed guidance, amounts to conduct unbecoming of a Town employee.

VI. RECOMMENDATIONS

In conclusion, I find by a preponderance of the evidence that the allegations of sexual impropriety against Fahey in his treatment of Meghan are not substantiated. There is, however, sufficient evidence that Fahey violated the Town's computer use policy by downloading the pornographic video of Meghan and showing it to Gayle Johnson. In addition, Fahey violated the Town's sexual harassment policy by hugging program participants and employees. His regular practice of meeting with children in closed areas, driving them in his vehicle, hugging them and making expressions of love and their beauty, and meeting with Meghan late at night reveal a blatant disregard for boundaries and amount to conduct unbecoming of a Town employee.

Beyond the many egregious examples of violating policy and overstepping boundaries with AYS members and employees, it is Fahey's consistent pattern of providing mental health advice as an untrained lay person to children and families and his unwillingness to acknowledge and accept the need to refer matters outside his job responsibilities to licensed professionals, including those employed by the Town or the Schools, even more troubling than his blatant disregard for Town policies. Without acknowledgement and accountability by Fahey, as to the appropriate boundaries expected of him as the director of AYS, which he has failed repeatedly to demonstrate or show an understanding of, it is likely there will be no change in how he carries out the job as director of AYS.

Based on the foregoing, I recommend that discipline and corrective action up to and including termination be considered.

If I may provide you with any additional information, please feel free to contact me.

Very truly yours,

Regina M. Ryan

Regina M. Ryan

EXHIBIT 6

Regina Ryan
March 13, 2024

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Superior Court

William Fahey,)

Plaintiff,)

versus)

Andrew P. Flanagan and)

Town of Andover,)

Defendants.)

Civil Action

No. 2177CV00572

REMOTE DEPOSITION OF

REGINA RYAN

APPEARING VIA ZOOM

March 13, 2024

10:05 a.m.

Reported by: Julie Thomson Riley, RDR, CRR,
Massachusetts CSR No. 1444S95
Registered Professional Reporter

Regina Ryan
March 13, 2024

2

1 APPEARANCES (REMOTELY) :
2 Representing the Plaintiff:
3 The Murphy Law Group
4 by Daniel J. Murphy, Esquire
5 by Alissa Koenig, Esquire
6 30 Massachusetts Avenue, 2nd Floor
7 North Andover, Massachusetts 01845
8 (978) 686-3200
9 DM@mlgllc.com
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11
12 Representing the Defendants:
13 Brody, Hardoon, Perkins & Kesten, LLP
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Regina Ryan
March 13, 2024

3

1 APPEARANCES (REMOTELY) (continued):

2 Representing the Deponent:

3 Louison, Costello, Condon & Pfaff, LLP

4 by Douglas I. Louison, Esquire

5 10 Post Office Square, Suite 1330

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9

10

11

12

13

14

15

16 Also present (remotely):

17 William Fahey

18

19

20

21

22

23

24

Regina Ryan
March 13, 2024

88

1 Q. Okay.

2 A. And so he was inquiring of me as to if I
3 was making progress.

4 Q. Just to get the statement?

5 A. A copy of the recording. Right.

6 Q. Okay. Did you engage in any other
7 conversations with the District Attorney's office
8 other than just seeking the report?

9 A. I knew that they weren't prosecuting
10 criminally; so, they would have advised me of that,
11 but I know my focus was on getting a copy of the
12 statement.

13 Q. Do you know when they told you they were
14 not going to prosecute criminally?

15 A. I don't remember at this time.

16 Q. And on 1/20, you tell Andrew that "They're
17 waiting for Meghan to sign the release that they
18 sent her. Once she sends it back, he will lmk," let
19 me know?

20 A. Yeah.

21 Q. Okay. "But he will also follow up with
22 her on it."

23 He said, "Thanks. I'll have Soap reach
24 out too."

EXHIBIT 7



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Human Resources Office
36 Bartlet Street
Andover, MA 01810
(978) 623-8500
www.andoverma.gov

February 5, 2021

VIA HAND DELIVERY

Mr. William Fahey
121 Waverley Road
North Andover, MA 01845

Dear Mr. Fahey:

We have received credible information that you may have engaged in improper conduct with a minor. Given the nature of the allegations, you are being placed on paid administrative leave effective immediately and until further notice, pending an investigation into this information that we are commencing. You will be notified when we intend to interview you.

During this leave, you are directed not to have contact of any kind -- in person, in writing, or in electronic form by cell phone, email, texting, or social media - with any current or prior Andover Youth Services program participants or any current staff of Andover Youth Services. During this leave, you are also not to enter the building or grounds of the Cormier Youth Center at any time for any reason.

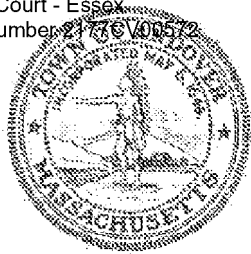
Sincerely,

A handwritten signature in black ink, appearing to read "JP", written over a white background.

Jessica Porter
Human Resources Director

cc: Andrew Flanagan, Town Manager
Jemma Lambert, Director of Community Services
Personnel File of William Fahey

EXHIBIT 8



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Town Manager's Office
36 Bartlet Street
Andover, MA 01810
(978) 623-8215
www.andoverma.gov

April 7, 2021

William Fahey
121 Waverley Road
North Andover, MA 01845

Mr. Fahey,

As you know, you were placed on leave with pay on February 5, 2021 from your position as Director of Andover Youth Services ("AYS"), after receipt of allegations that you may have engaged in improper conduct with a minor. At that time, you were required to turn in your Town-owned laptop, desktop computer, and cell phone. The Town retained Regina M. Ryan of Discrimination and Harassment Solutions to conduct an investigation, which was based on allegations by a former program participant, M.J.

Ms. Ryan interviewed several persons, including M.J., yourself, M.J.'s parents G.J. and W.J., two other witnesses G.M. and T.M., and Town Social Worker Sobhan Namvar. In addition, Ms. Ryan reviewed numerous documents, including voluminous text messages obtained from your Town-owned cell phone.¹

Ms. Ryan submitted her final report to me on April 5, 2021. In that report she has found that in your capacity as Director of AYS you have engaged in conduct that falls within the following categories regarding M.J., both when she was a program participant/a minor and thereafter, as well as regarding others in the program and their families:²

Specifically, Ms. Ryan finds that you engaged in the following conduct:

You have repeatedly transgressed appropriate professional boundaries with program participants and their families in several ways, including providing unlicensed medical, psychiatric/psychological, substance abuse, and family counseling advice; injecting yourself on a personal basis into their personal lives during crisis, including involvement with hospitalization and medical care; inculcating relationships that are dependent and personal rather than professional, including doing so by text messaging on a Town-owned cell phone; physically hugging program participants, expressing your "love" for them in text messages accompanied by emojis, and meeting with them individually in your office behind closed doors, including late at night; and routinely driving to various tasks with participants in your personal vehicle.

Moreover, you have repeatedly failed to refer participants and their families to professionals who are licensed to provide these types of advice and counseling, including the Town Social Worker.

In addition, regarding M.J. you downloaded pornographic video content on a Town-owned device and showed it to her family.

¹ Analysis shows that many text messages were erased from the phone before it was turned in.

² A copy of the report will be provided under appropriate conditions of confidentiality.

Finally, during the investigation, you were misleading or untruthful to the investigator regarding certain matters.

This conduct found by the investigator amounts to "just cause" for dismissal under your employment contract with the Town because it is "[c]onduct unbecoming an employee of the Town" and "[i]ncompetency or inefficiency in the performance of [your] duties."

It is also "other just cause" under the contract because it is in disregard of the best interests, welfare, and safety of those who are served by AYS; a refusal to use Town resources in responding to troubled youths in the Town; causing exposure of the Town to potential legal liability; a failure to provide accurate or truthful information during an investigation by the Town of your actions as Director of AYS; and a violation of Town policies, including regarding sexual harassment and downloading of pornography on Town-owned devices.

In September 2017 you were assessed a suspension without pay and entered into a last chance agreement regarding your failure to properly supervise an AYS employee who had violated professional boundaries with, and engaged in sexual harassment of, program participants. Given this history and the seriousness of the transgressions found by the investigation, I have reluctantly concluded that you should be dismissed from your employment as Director of AYS. Accordingly, this is notice of my intent to dismiss you.

As you know, under your contract you have the right to reply and/or meet with me within 15 calendar days to respond, and the right to be represented by counsel.

Sincerely,



Andrew P. Flanagan
Town Manager

cc: Jessica Porter, Human Resources Director
Attorney Dan Murphy

EXHIBIT 9

THE MURPHY LAW GROUP, LLC
ATTORNEYS AT LAW

April 22, 2021

VIA EMAIL (andrew.flanagan@andoverma.us)

Andrew P. Flanagan
Town Manager, Town of Andover
36 Bartlett Street
Andover, Ma. 01810

Re: 4/7/21 Notice of Intent to Dismiss William Fahey

Dear Mr. Flanagan:

This firm represents William Fahey (“Mr. Fahey”), a 59-year-old Andover employee who established and has acted as Director of Andover Youth Services (“AYS”) for the past 27 years. Pursuant to the terms of his contract, this letter will respond to your April 7, 2021 letter issuing your notice of intent to dismiss Mr. Fahey from his position as the Director of Andover Youth Services.

Based on the facts set forth in this letter, Mr. Fahey opposes the Town’s determination that just cause exists for his termination. As you know, the Town hired Regina M. Ryan (“Ms. Ryan”) of Discrimination and Harassment Solutions to investigate allegations of sexual misconduct that were made by a former employee against Mr. Fahey. The source of these allegations proved to be unreliable and her allegations were found by Ms. Ryan to be not credible. Mr. Fahey fully cooperated with the Town’s investigation. These allegations were proven to be unsupported. Nevertheless, the Town now cites to alleged “indiscretions” outside of the scope of the investigation in order to justify Mr. Fahey’s termination. In doing so, the Town relies at least in part on the very same witness that it has deemed not credible. This is patently unfair to Mr. Fahey, who has spent the better part of the last three months vigorously defending himself against damning allegations of sexual misconduct.

As you will see in this letter, the alleged indiscretions cited by the Town and Ms. Ryan as “just cause” are not supported by facts. It is imperative to keep in mind that these alleged indiscretions were not within the scope of Ms. Ryan’s investigation and therefore they were not examined with the thoroughness and scrutiny of the primary allegation of sexual misconduct. Finally, keep in mind when reading this that this letter simply addresses the investigation and allegations against Mr. Fahey. It does not purport to raise to his defense the significant testimony of Andover citizens, young and not so young who can attest to the positive impact Mr. Fahey has made in their lives. There is not enough time nor words to adequately present that evidence here.

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I. Background of Events and Scope of Investigation

a. *Scope of Investigation*

In 1994, Mr. Fahey was hired by the Town of Andover in response to three teen suicides in Andover. For 27 years, he has served as Director of Andover Youth Services. On February 5, 2021, Mr. Fahey was summarily placed on administrative leave pending an investigation of allegations made by a former employee alleging that Mr. Fahey engaged in sexually inappropriate behavior. Ms. Ryan conducted Mr. Fahey's interview on February 24, 2021. The scope of Ms. Ryan's investigation, according to her own Investigative Report (the "Report"), were as follows:

Meghan [sic] Johnson (referred to as "Meghan" [sic] to avoid confusion with other witnesses named Johnson), a former employee of the Town of Andover (hereinafter "Town"), reported to Town Community Support Coordinator Sobhan Namvar (hereinafter "Soap") that the Director of Andover Youth Services (hereinafter "AYS"), William Fahey (hereinafter "Fahey"), engaged in sexually inappropriate behavior while he was her supervisor at AYS. The allegations concern events that began when Meghan [sic] was 16 years old and continued until a couple of years ago. This investigation addresses whether Fahey violated the Town's established policies. (Exhibit 1)" (See Report, I).

Clearly, the focus of Ms. Ryan's investigation was on Meagan Johnson's ("Meagan") serious allegations of sexually inappropriate behavior.

b. *Johnson Family Background*

In the context of the alleged scope of the investigation it is important to understand the genesis and history of Mr. Fahey's relationship with the Johnson family.

Mr. Fahey first became involved with the Johnson family in December 2011 when the parents, Bill and Gail Johnson were convicted of criminal harassment. As Director of AYS, Mr. Fahey was contacted by the Johnsons' neighbor to seek guidance on informing the girls, Nicole, Meagan (referred to as "Meghan" in Report of Regina Ryan), and Kelly Johnson, of the situation and how to provide the necessary assistance to the family. Mr. Fahey contacted Christian Grange, who was the social worker at Andover High School. Mr. Grange arranged a meeting at the high school with Meagan and Kelly. At that time, Kelly was a freshman in high school, Meagan was a junior in high school, and Nicole was a freshman in college. Arrangements were made for the girls' grandparents to live with them in Andover until the parents were released from jail. Andover Youth Services and multiple Johnson family members agreed to provide assistance to the girls. This prompted Meagan to spend time and later became employed at AYS as she struggled with issues of self-worth, mental health and drug abuse.

From the period of 2012 to 2015, Meagan had several troubling relationships with young men, in which she claimed these men were inappropriate towards her and told Mr. Fahey that she had restraining orders placed against them. Throughout this period, Meagan frequently contacted Mr. Fahey for assistance with her daily struggles and viewed him as someone she could trust and

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talk to freely. On January 3, 2015, Meagan's mental health, substance abuse, and personal issues worsened when her younger sister, Kelly, died from an overdose. Kelly's death greatly affected Meagan and her parents decided to send her to California to live with a family member, in the hopes that her mental health would improve.

When in California, it was evident that Meagan continued to have struggles in her life. She soon became involved in the pornography industry and continued to struggle with suicidal thoughts and drug abuse. Meagan was also very present on social media, often openly sharing her own struggles on Facebook. At one point, Mr. Fahey was contacted by Meagan's aunt, who was extremely upset because Meagan was making false accusations on social media that she was abused by her uncle.

From 2015 to 2019, Mr. Fahey remembers only three in-person encounters with Meagan; one was in April 2019 at the AYS center, one was for breakfast at a public restaurant, and another was at a funeral service for a young man who committed suicide. In the text message exchanges between Mr. Fahey and Meagan, she would initiate the conversations where she expressed her constant life struggles and sought someone she could talk to. At this point in time, Meagan was 24 years old and would sporadically initiate conversations with Mr. Fahey.

In the Fall of 2019, Mr. Fahey received a text message from Meagan, after not hearing from her in months, she accused him of talking about her to individuals in Andover. Mr. Fahey noticed the texts were very negative, angry, and delusional. Mr. Fahey's last communication with Meagan was in 2020, in which Meagan accused Mr. Fahey of "changing." Again, these messages were negative and angry, so Mr. Fahey told her that this is not the proper way to communicate and stopped speaking with Meagan.

II. The Investigation

By letter dated February 5, 2021, Mr. Fahey was placed on paid administrative leave, pending an investigation of alleged "credible information" that he "engaged in improper conduct with a minor." On that day, all of his town-related property, including Mr. Fahey's phone was confiscated, his access to the Cormier Center was prohibited, and he was told to refrain from contacting "any current or prior Andover Youth Services program participants or any current staff of Andover Youth Services." He was summarily and embarrassingly escorted from his office. As part of the investigation, Mr. Fahey was interviewed via Zoom by Ms. Ryan on February 24, 2021. In addition to Mr. Fahey, Ms. Ryan conducted interviews with Meagan, her parents, witnesses Grace Manozzi and Thomas Murphy, and the Town's community support coordinator, Sobhan Namvar.¹

On April 5, 2021, Ms. Ryan issued her investigative Report to you. By way of letter dated April 7, 2021, you gave Mr. Fahey your notice of intent to terminate his employment as Director of Andover Youth Services premised upon the Report and findings of Ms. Ryan.

¹ Mr. Fahey's counsel was only provided with an audio recording of Ms. Johnson's interview. We did not receive any copies or transcripts of any other witnesses interviewed in connection with Ms. Ryan's investigation.

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III. Conclusion of Investigation – No Findings of Sexually Inappropriate Conduct

After interviews with Mr. Fahey, Meagan, Meagan's parents, two other witnesses, and the Town's community support coordinator, Sobhan Namvar, Ms. Ryan concluded that Meagan is a "poor historian" and her "credibility is compromised." Ms. Ryan did not find support for Meagan's allegations of sexual misconduct. After reciting numerous issues with respect to Meagan's credibility, such as noting that her allegations are "undermined by significant gaps in her credibility," Ms. Ryan concluded that:

Meagan's "lack of support for these serious allegations reveals a cavalier disregard for the truth and appears motivated more by emotion than fact. 'Fuck him,' she said toward the end of the interview."

"Based on these concerns about Meghan's [sic] recollection and credibility, her allegations, when not supported by third-party or documentary corroboration, do not meet the preponderance of evidence standard."

"In conclusion, I find by a preponderance of the evidence that the allegations of sexual impropriety against Fahey in his treatment of Meghan [sic] are not substantiated."

Despite the fact that Ms. Ryan found no merit to the allegations that formed the basis of the investigation, and found the source of said allegations to be inconsistent and unreliable, the Town and Ms. Ryan concluded nonetheless that "just cause" for termination existed due to other alleged "indiscretions" committed by Mr. Fahey over the years. In reaching this conclusion, the Town and Ms. Ryan strayed from the scope of the investigation. This could certainly suggest that the motive of the investigation was to find a basis to terminate Mr. Fahey's employment.

The following will address those additional allegations and findings that are outside of the original scope of the investigation.

IV. Alleged "Just Cause" for Dismissal

- a) *Mr. Fahey has transgressed appropriate professional boundaries with program participants and their families.*

The allegation that Mr. Fahey acted inappropriately with program participants and their families is false. During all times while acting as the director of AYS, Mr. Fahey acted professionally and in accordance with the Town of Andover's policy on employees. The Town of Andover's sexual harassment workplace policy states that "any sexually oriented conduct, whether it is intended to harass or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to either male or female workers." Also stated was that sexual harassment can involve "uninvited physical contact such as touching, hugging"

Mr. Fahey vehemently denies any allegation that he ever engaged in any sexually inappropriate behavior that could be construed as sexual harassment or otherwise. Mr. Fahey

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remained professional when dealing with participants and their families and continued to be a confidant to many individuals going through difficult times. Further, Mr. Fahey never engaged in uninvited physical contact. Other than the false statements made by Meagan, there is nothing in the Report to support any allegation of sexual harassment against Mr. Fahey. While the Report faults Mr. Fahey for “hugging” kids, no one suggested that any such contact was uninvited or unprofessional.

With regards to the incident(s) concerning Meagan Johnson, Mr. Fahey denies ever having engaged in inappropriate conduct with her.

The Report also raised the issue of having “closed door” meetings with kids. While typically Mr. Fahey’s office door would remain open during meetings with kids, including Meagan, at times kids became emotional, which would cause him to close his door. Kids would have discussions with Mr. Fahey that were confidential and/or would provoke emotional responses. Why would Mr. Fahey discourage a troubled youth from seeking his help by insisting that they subject their concerns and emotions to the general public? While there were meetings at all times of the day and night with many young men and women, Mr. Fahey continued to remain professional in every interaction he had, including those with Meagan.

b) Mr. Fahey has failed to refer participants and their families to professionals.

The allegation that Mr. Fahey failed to refer participants and their families in need to professionals is untrue. Mr. Fahey continuously acted in the best interests of the participants at AYS and their families when attempting to help individuals in need.

Meagan is a good example of Mr. Fahey making appropriate referrals. On two separate occasions, Mr. Fahey assisted her family to get Meagan help regarding her mental health issues. Meagan required hospitalization and Mr. Fahey supported the family during both occurrences and even visited Meagan while she was hospitalized. To state that Mr. Fahey’s actions exceeded the scope of the professional relationship is erroneous as Mr. Fahey was sought out by the family to help Meagan and did not act in any matter that exceeded his professional capacity.

To conclude that Mr. Fahey failed to refer participants to professionals is not accurate as even the Report acknowledges that Mr. Fahey helped Meagan get professional help in an attempt to deal with her ongoing mental health issues. These actions did not amount to inappropriate conduct as the family was in distress and sought guidance on how to handle Meagan’s mental health struggles.

Contrary to her conclusions, Ms. Ryan’s Report contains actual evidence of Mr. Fahey’s appropriate referrals to professionals. The texts referenced in paragraphs 70 and 71 of her Report are about kids referred by Mr. Fahey to appropriate professionals. The texts referenced in paragraph 69 is to an adult who Mr. Fahey helped as a youth, who has since lost her father and appreciates the support of Mr. Fahey so much that she has expressed a desire for him to walk her down the aisle at her wedding.

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It is also difficult to understand Ms. Ryan's charge from the Town regarding not referring families to the Town's community support coordinator, Mr. Namvar. That begs the question as to why there is no mention in Ms. Ryan's Report that AYS has its own licensed social worker, Ms. Jaclyn Stackhouse ("Ms. Stackhouse"), who works under Mr. Fahey. Ms. Stackhouse has been employed by AYS since 2016. The Report states that Mr. Fahey has an "unwillingness to relinquish control over these children and families." This is simply not true as Mr. Fahey has regularly referred troubled young people to Ms. Stackhouse. The Report is absent as to why Ms. Stackhouse was not interviewed by Ms. Ryan, despite the assertion that Mr. Fahey failed to refer families to professionals.

c) Mr. Fahey downloaded pornographic materials on a Town-owned laptop.

The facts surrounding the event of Mr. Fahey downloading pornographic materials was not accurately told in the investigation Report. The actual sequences of events are as follows: In 2016, Meagan's friend Danny O'Neil went to the Center and told Mr. Fahey that he was concerned about Meagan and informed him of the site on which Meagan appeared in pornography. Apparently, people in the community were discussing the fact that Meagan was now engaging in adult films while living in California. This prompted Mr. Fahey to go to Meagan's parents' home and tell Meagan's mother of the information. Mr. Fahey expressed that Meagan may be in trouble and Meagan's mother thanked Mr. Fahey for telling her.

Despite the unsettling news, Meagan's mother asked Mr. Fahey if he could show her the site where the pornographic video was located. Meagan's mother asked to view the video, however, Mr. Fahey does not recall even having a laptop at the time. Upon reflection, he believes that in all probability it was Meagan's mother's laptop that was used to locate the pornographic video. In no way did Mr. Fahey act inappropriately as he was merely trying to inform Meagan's mother of disconcerting information and acted in a manner to help Meagan.

Furthermore, the Report inaccurately states that it was Mr. Fahey's friend who first told him that Meagan was engaging in adult films. This is imprecise as it was Meagan's friend who came to him, as a concerned friend, to state that Meagan was engaging in these films and might need help. In his interview, Mr. Fahey stated it was Meagan's friend who told him of the news and Ms. Ryan even inquired as to who Meagan's friend was.

d) Mr. Fahey was misleading or untruthful during the investigation.

At no point in the investigation with Ms. Regina Ryan was Mr. Fahey misleading or untruthful. Throughout the interview, Mr. Fahey answered all of Ms. Ryan's questions and did not answer any question in a manner that was an attempt to mislead Ms. Ryan. If there was an answer that Mr. Fahey was unsure on, he stated that he was unsure of the answer. In the questions that he did answer, he answered them truthfully and to the best of his knowledge. To allege that Mr. Fahey was misleading and untruthful during the investigation is a false representation of the events that transpired and does not accurately reflect Mr. Fahey's responsiveness and willingness to answer Ms. Ryan's questions honestly.

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Further, Ms. Ryan stated Mr. Fahey was untruthful when he failed to recall the exact time he and Meagan met alone at AYS in April 2019. For Ms. Ryan to conclude that Mr. Fahey was “untruthful” because his recollection of the time that Meagan showed up at AYS was off by an hour and a half shows her bias. The evening in question was in 2019 and Mr. Fahey admitted that it could have been later than 9:00 pm. At no point did Mr. Fahey contest that the meeting occurred, he simply did not remember the precise time he and Meagan met approximately two years ago.

Finally, you assert in footnote 1 of your letter that “many text messages were erased” from Mr. Fahey’s phone before it was turned in. The fact is that Mr. Fahey had no time to erase any messages. The February 5, 2021 notice to Mr. Fahey that he was being investigated and was suspended was hand delivered by Jessica Porter and Jemma Lambert. Mr. Fahey was not given any prior warning of the investigation, the allegation, or impending suspension. His phone was confiscated simultaneous with him being informed of the investigation and suspension. He did not erase any texts from his phone in response to such knowledge. This was obvious to your staff at the time. The assertion in footnote 1 should never have been made.

e) Exposure of Town to potential legal liability.

As stated herein, there is nothing that Mr. Fahey has done that would place the Town of Andover in legal jeopardy. As stated, there is no merit to any allegation of sexual harassment. In fact, if the investigator spoke with AYS staff, participants, and/or volunteers they would vigorously dispute such meritless allegations. Contrary to the Report and the assertion of Mr. Namvar, Mr. Fahey denies that he often has kids in his truck. While there have been times that he was asked to drive kids to or from places, it was only done with the permission (and usually at the request of) the parents. Again, why not ask the AYS participants, families or staff members before reaching this unfounded conclusion? The Report does not support this allegation rising to the level of “just cause.”

f) September 2017 – Last chance agreement.

Mr. Fahey entered into a “last chance” agreement in September 2017. Mr. Fahey was suspended without pay based on his “failure to properly supervise an AYS employee who had violated professional boundaries with, and engaged in sexual harassment of, program participants.” In paragraph 5, the “last chance” agreement states, “[t]he parties agree that this Agreement shall be construed as a ‘last chance’ document and that, should the employee commit any further supervisory conduct which is similar to the incidents which are the basis for this agreement ... the Town Manager may dismiss the employee....” The agreement also states that, “[t]he parties agree that this paragraph shall not apply to any other alleged misconduct by the employee in the future, which shall be handled without regard to this provision.”

To use the “last chance” Agreement as one of the reasons for dismissing Mr. Fahey is a direct violation of the September 2017 Agreement. The matters relating to the September 2017 Agreement pertain to the alleged failure of properly supervising an employee, which has no relation to the alleged incidents Mr. Fahey is currently going through. Both parties agreed that the “last chance” paragraph does not apply to any other alleged misconduct that may occur in the future. To cite the September 2017 “last chance” agreement in the April 7, 2021 notice of intent

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to terminate Mr. Fahey violates what the parties originally agreed upon. Mr. Fahey being provided a “last chance” with respect to alleged supervisory indiscretions should have no bearing on any of the current alleged misconduct as that would be in breach of the “last chance” agreement.

V. Mr. Fahey’s Personnel File

According to the Town of Andover, the Director of Youth Services works under the “general direction” of the Town Manager.” On April 15, 2021, this office received Mr. Fahey’s personnel file. It is critical to note that despite his 27-year tenure at AYS, Mr. Fahey’s file has no performance evaluations in it. Importantly, since you rely in part on a 2017 event when Mr. Fahey was suspended without pay due to allegations of his failure to supervise his staff, no performance evaluation followed that suspension. It is troubling to see a personnel file with no indication of poor performance, and yet, Mr. Fahey is being terminated.

VI. Additional Investigation Failures

It is troubling that the Town decided based upon alleged “credible information” that it would initiate this meritless investigation. The more reasonable thing to do would have been to first check the sources of the “credible information” before suspending Mr. Fahey. Instead the Town chose to blindly investigate the target of the source, a 27 year Town employee with a stellar reputation. Had the Town decided to check into the source of the informant, it would have very quickly found that she lacks credibility and had announced her intent to take Mr. Fahey down as stated on her Facebook page.

Furthermore, Ms. Ryan failed to interview a single AYS staff member, current or past AYS participants other than Meagan, volunteers or anyone associated with the program. Although Ms. Ryan made conclusions as to the credibility of Mr. Namvar, while noting that he was “no fan of Fahey,” she did not even ask a single AYS staff member if they agreed with his assessments. It is clear that several key individuals should have been interviewed if the scope of the investigation included the alleged “transgressions” that the Town now relies upon as grounds for termination. These individuals were not interviewed because the scope of the investigation was focused on the allegations by Meagan Johnson that Ms. Ryan determined to be not credible.

VII. Conclusion

Neither your letter nor the Report upon which you rely provide just cause for dismissal. There is nothing in the Report that substantiates a conclusion that Mr. Fahey displayed “incompetency or inefficiency in the performance of his duties.” The only allegation that even comes close to suggesting that outcome is that according to Mr. Namvar, Mr. Fahey failed to act as a resource for troubled youth in the Town. This letter addressed that allegation and demonstrates Mr. Fahey’s competencies in performing his duties. Likewise, the allegation that Mr. Fahey acted in a manner unbecoming of an employee of the Town is without merit. Mr. Fahey has acted in the best interest of Andover and in particular to his constituents, the youth of Andover. For 27 years, Mr. Fahey has gone above and beyond traditional duties. Mr. Fahey’s commitment is well beyond a 40 hour, 5 day week. He has continually been at the disposal of Andover youth for 24 hours a day, 7 days a week. The deficiencies in the investigation are clear.

THE MURPHY LAW GROUP, LLC

Further, it is difficult to understand how a twenty-seven year town leader and trusted employee is dismissed without any support in his personnel file showing poor performance evaluations or any performance improvement plan. In 1994, in the wake of three teen suicides, Mr. Fahey was asked to create a youth services program that would address the needs of Andover adolescents. He has done that and much more. The entire investigation of Mr. Fahey was flawed from the start. Mr. Fahey deserves much better than this.

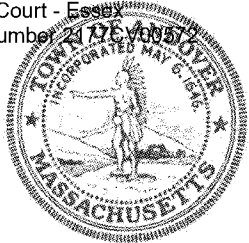
Very truly yours,



Daniel J. Murphy

cc: William Fahey

EXHIBIT 10



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Town Manager's Office
36 Bartlet Street
Andover, MA 01810
(978) 623-8215
www.andoverma.gov

May 10, 2021

William Fahey
121 Waverley Road
North Andover, MA 01845

Mr. Fahey,

The following shall constitute my decision and shall respond to certain points made in your reply dated April 22, 2021 to my notice of intent issued on April 7, 2021. That reply was presented by your attorney. I have carefully reviewed your reply in the context of the April 5, 2021 investigation report.

Your reply claims that the focus of the investigation improperly shifted from allegations made by M.J., showing that the purpose of the investigation was to wrongly target you. The claim is meritless. The matter brought to the Town and investigated by Ms. Ryan concerned allegations regarding your actions and communications with M.J. in your capacity as a Town employee. The investigation was not myopically tied to the narrow issues you identify and properly covered all of your conduct involving M.J. and her family – as well as similar conduct involving other AYS participants and their families.

Your reply claims that certain of the allegations made by M.J. were not credited by Ms. Ryan and that this demonstrates that the report finding wrongdoing by you was biased. Again, this is meritless. As the report shows, Ms. Ryan credited allegations by M.J. that were corroborated by others – including by yourself. The fact that she did not rely on some allegations by M.J. shows conclusively that the investigation was objective and unbiased – just as does the fact that Ms. Ryan discredited certain of the information provided by you. Moreover, the Town first learned of M.J.'s allegations against you when the Town was notified of those allegations by the Essex District Attorney's office and Andover Police Department and the allegations were subsequently forwarded to the Town as facially credible. That – not some putative bias or intent to target you – caused the Town to commence an investigation that it was obligated to undertake.

Your reply claims that bias against you is shown by the investigator's reliance on information provided by Mr. Namvar and the failure to interview AYS Outreach Worker Jaclyn Stackhouse. You fail, however, to point out that Ms. Stackhouse is married to the former AYS employee whose misconduct involving female Andover High School students you failed to address through supervision and discipline. Those failures were the basis for your 2017 suspension without pay and entry into a "last chance" agreement. Moreover, your failure to refer participants/their families to Mr. Namvar is inappropriate standing alone. He is a licensed, qualified professional whose position was created by the Town at your urging and based on your stated recognition of a need for that position.

Regarding the 2017 "last chance" agreement, your reply misunderstands its relevance to my decision. The purpose of that agreement, entered into with the AIEA and yourself when your position was in the bargaining unit, was to eliminate rights to arbitration and reinstatement under the AIEA collective bargaining agreement should you engage in similar supervisory misconduct. It is not being used for that purpose here. Instead, it is being

used because the facts leading to your suspension showed a lack of appreciation by you for acceptable professional boundaries between AYS employees and program participants/their families. It is apparent from the findings in the report and your reply to my letter that you have no greater appreciation for those boundaries now and no intention of complying with them.

Your reply claims that you have received no performance evaluations during your employment with the Town. Until May 2019, as noted, your position was in the AIEA bargaining unit. Performance evaluations are a term and condition of employment and a mandatory subject of collective bargaining under G.L. c. 150E, § 6. No performance evaluation system was ever negotiated into the AIEA agreement. Moreover, your conduct that is the subject of the report only came to light earlier this year. The 2017 suspension provided ample notice that the Town expected you to operate AYS in a manner that honors appropriate professional boundaries between all AYS employees and program participants/their families.

Your reply claims that the evidence adduced by the investigation does not establish that you are providing medical/psychological advice, substance abuse counseling, or family counseling that should only be furnished by licensed providers. In fact, the text messages that the Town was able to access from your Town-issued cell phone and that are exhibits in the report, and other evidence in the report, shows, for example, that you have requested prescription information regarding an individual, provided your opinion/advice about the effects of drugs, advised a family member to obtain a restraining order against another member, and counseled a family about their child's involvement in pornography by actually showing them the video in disregard of the possible risks to the family. In none of those circumstances is there any evidence that you referred these persons to a qualified, licensed provider who is governed by specific protocols and licensing requirements. In addition, your inappropriate conduct includes meeting with program participants in your office behind closed doors, including after hours, and violation of the sexual harassment policy.

Your reply claims that you provide counseling services because they are requested by the individuals involved. In fact, the evidence uncovered by the investigation shows that you routinely induce this by cultivating a personal, dependent relationship with vulnerable participants and families, referring to yourself as "Billy", regularly texting messages such as "I luv u" accompanied by heart emojis, and physically hugging participants. This is directly at odds with all accepted professional protocols and in disregard of the fact that you are dealing with these persons in your capacity as a Town employee. Your disdain for possible liability of the Town should any of these relationships turn sour is baffling. In fact, that is what has happened with M.J.'s family, which now sees you as a "creep". One error or misjudgment by you in dispensing this advice could have dire consequences for all involved.

Although your conduct as found by the investigation clearly constitutes just cause for dismissal under your contract, I have carefully considered whether it should result instead in a substantial suspension without pay followed by reinstatement in the following context.

Based on the facts uncovered by this investigation and other factors, I have concluded that the Town must provide outreach services to its residents under a more professional model similar to that used by other municipalities. I intend to reorganize the operations of AYS as follows.

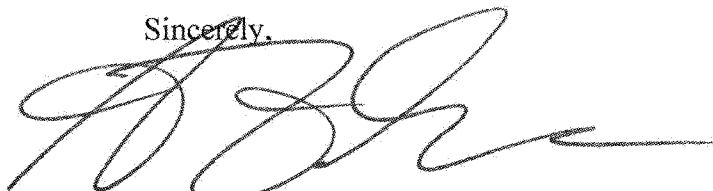
I intend to establish a Human Services Division with a Director who is licensed to provide clinical and professional services. The social work and outreach functions performed by AYS under your position would be in this division and the individual supervising those functions would report to the Director of Human Services. This would result in outreach activities supervised by a licensed individual. Youth services would continue to be performed by AYS and the position supervising those would continue to report to the Director of Community Services, who would be involved with the scheduling and programming of the Youth Center.

Your reply confirms that there is no basis for believing that you could accept working in conformity with

this structure and with the resulting requirements as to how the Town's outreach work must be performed. Accordingly, I have concluded that, given the existence of just cause, the best interests of the Town and its residents warrant dismissal, which takes effect immediately.

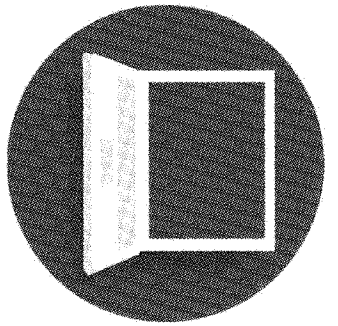
Your final paycheck, including all wages due through May 10, 2021, accrued, unused vacation, sick/terminal leave payout, and personal leave, totaling \$60,976.38, is being direct deposited in accordance with your instructions regarding payment of wages. Attached herewith is the required DUA notice regarding unemployment benefits. You will receive a separate COBRA notice regarding your rights to continued participation in the Town's group health insurance.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. P. Flanagan', with a long horizontal flourish extending to the right.

Andrew P. Flanagan
Town Manager

cc: Daniel Murphy, Esq.
Jessica Porter, Director of Human Resources



Apply Online

To file your new UI claim or reopen an established claim online, visit our website at: www.mass.gov/dua.

1. Select **UI Online** for claimants.
2. Select **Apply for Benefits**.
3. Create a UI Online account or login to an existing account.
4. Complete all the information requested and submit your application.
5. Be sure to include your phone number and email address to make it easier for us to contact you if there are questions about your application.

UI Online is available 5:00 am to 10:00 pm, 7 days a week.

Need Help?

If you have any questions concerning your eligibility or need assistance filing a claim, please review the frequently asked questions or schedule a callback from the TeleClaim Center on our website at: www.mass.gov/dua.

Information Needed to File a Claim

To apply for unemployment, you need to provide personal information including your Social Security number, birth date, home address, email address, and phone number.

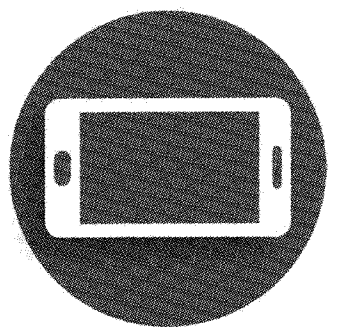
You also need information about your employment history from the last 15 months, including:

- Names of all employers, plus addresses and phone numbers
- Reasons for leaving those jobs
- Work start and end dates
- Recall date (if you were laid off but have a set date to return to work)

You may need additional information in certain situations:

- If you are not a U.S. citizen — your Alien Registration number or verification that you are legally allowed to work in the United States.
- If you have dependent children — their birth dates and Social Security numbers
- If you're in a union — your union name and local number
- If you were in the military — your DD-214 Member 4 form. If you don't have it, you can request your DD-214 online at www.dd214.us.

To receive payments by direct deposit, you'll need your bank name, account number and routing number. Otherwise, DUA will send you a debit card.



Apply by Phone

To file your new UI claim or reopen an established claim by phone, you can:

- Schedule a callback from the TeleClaim Center by visiting our website at: www.mass.gov/dua and selecting Telephone Services.
- Call the TeleClaim Center at (617) 626-6800 or toll-free at (877) 626-6800. Please adhere to the call-in schedule below.

The TeleClaim Center is available 8:30 am to 4:30 pm, Monday through Friday.

Last digit of your Social Security Number: Assigned day to call the TeleClaim Center:

0, 1	Monday
2, 3	Tuesday
4, 5, 6	Wednesday
7, 8, 9	Thursday
Any last digit	Friday

What is Unemployment Insurance?

Unemployment Insurance (UI) is a temporary income assistance program for Massachusetts workers who have lost their jobs through no fault of their own, and are:

- Able to work
- Available for work, and
- Actively looking for work

Funding for UI benefits comes from quarterly contributions paid by the state's employers to the Department of Unemployment Assistance (DUA). Employees do not contribute to unemployment insurance.

When should you apply for UI benefits?

If you have been separated from work, or your hours have been reduced, you should file a claim for UI benefits during your first week of total or partial unemployment. Your claim will begin on the Sunday of the calendar week in which your claim is filed. This date is known as the effective claim date.

You will not be paid benefits for any week of unemployment preceding the effective date of your claim.

Important note:

You may request benefits only if you are in the United States, its territories, or Canada. You should not request benefits for any week you are outside the United States, its territories, or Canada.

This pamphlet includes important information on how to apply for Unemployment Insurance benefits.

Este folleto contiene información importante sobre cómo solicitar los beneficios del Seguro de Desempleo.

Este panfleto contém informações importantes sobre como registrar-se para receber benefícios de subsídio de desemprego.

Данный проспект содержит важную информацию о процессе подачи заявления на получение Страхового пособия по безработице.

Li bre sa gen enfonasyon enpòtan sou fason pou aplike pou Benefits Asirans Chomaj yo.

Il presente opuscolo contiene importanti informazioni riguardanti la modalità di richiesta per l'indennità di disoccupazione.

Cette brochure comporte d'importants renseignements sur la façon de demander des prestations d'assurance-chômage.

វៀងភាពរួមបញ្ចូលគ្នា៖ វាផ្តល់ព័ត៌មានសំខាន់ៗ អំពី របៀបអាន់តា ព្រមទាំង កិច្ចការជាងគំរាមតាមវិធានការគ្នា ២ ជាដំបូង។

Cuốn sách thông này bao gồm thông tin quan trọng về cách nộp đơn xin bảo hiểm thất nghiệp

આમાં આપણે તમારું અરજી કરવાની રીતો વિશેની મહત્વના વિગતો આપી છે.

这本小册子包括如何申请失业保险金的重要信息。

이 팜플렛에는 실업 보험 급여의 신청 방법에 대한 중요한 정보가 들어 있습니다.

يحتوي هذا الكتيب على معلومات مهمة حول كيفية التقدم للحصول على مبالغ تأمين البطالة.

Equal opportunity employer program

Auxiliary aids and services are available upon request to individuals with disabilities. For hearing-impaired relay services, call 711.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Form 0590-A Rev. 6-17



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

To Massachusetts Workers: How to File a Claim for Unemployment Insurance Benefits

To Massachusetts employers:

Under the state's Employment and Training Law, M.G.L. Chapter 151A, you must provide a copy of this pamphlet as soon as practicable, but no more than 30 days, from the last day the employee performed compensable work. You must provide this pamphlet to each of your employees who is separated from work, permanently or temporarily. Please complete the information below:

Town of Andover/Andover Public Schools

Employer name

36 Bartlett Street Andover, MA 01810

Mailing address

978-623-8500

Phone number

78 302780

Federal employer ID number

EXHIBIT 11

Andrew Flanagan

From: Andrew Flanagan
Sent: Thursday, May 13, 2021 11:46 AM
To: Annie Gilbert; Chris Huntress; Laura Gregory; Alexander Vispoli; Richard Howe
Cc: Michael Lindstrom; Patrick Lawlor; Kathryn Forina; Jessica Porter; Jemma Lambert
Subject: Statement to the Eagle Tribune

Members of the Board –

Please see the statement below that I have released to the Eagle Tribune. I am available to answer any questions.

The decision-making process for all personnel matters is one that is objective and considers all the facts and circumstances that require the Town to consider taking appropriate action. As with any personnel matter, including this one, I understand, and share, the frustration that results from the Town's limitations in what facts it can share. I can state that upholding my obligations to Andover residents and those impacted by the actions of Town employees is my paramount objective. Safety, health, and wellness are always the priority when considering any decision. The basis for my decision relating to Mr. Fahey's employment was the findings by an independent investigator of conduct that could compromise the best interests of some program participants. As Town Manager, I have no greater responsibility than protecting kids and residents.

The mission of Andover Youth Services states that AYS "aims to provide young people with useful experiences to promote healthy growth and development." My understanding has always been that the work of AYS is first and foremost about the kids – not about any one employee. It is through that lens that I evaluated the facts and circumstances found by the investigator relating to Mr. Fahey and his actions and his continued employment as Director of AYS. If we agree that our collectively held values prioritize safety, education, wellness, and respect, I have little doubt that the decision that has been made is the right one.

Moving forward, I am prepared to make recommendations that will result in significant investments in Youth Services while continuing to support the team at AYS. I can state categorically that this decision had nothing to do with personalities. I can also state categorically that it had nothing to do with budgetary or financial considerations. In fact, it is my goal to minimize as much as possible the financial barriers that may currently limit participation in AYS programming. I believe that we can all agree on the common ground that we want the future of AYS to be bright and begin taking actions that ensure just that for generations to come.

Andrew P. Flanagan
Town Manager
Town of Andover
36 Bartlet Street
Andover, MA 01810
aflanagan@andoverma.gov
(978) 623-8210

Exhibit 12



DISCRIMINATION AND HARASSMENT SOLUTIONS LLC

January 14, 2021

By Email only

Andrew Flanagan
Town Manager
Town of Andover
36 Bartlet Street
Andover, MA 01810

Dear Mr. Flanagan,

DHS is pleased to have the opportunity to conduct an investigation for the Town of Andover. This letter is intended to confirm the terms of the services that will be provided by DHS, to the Town of Andover.

1. **DESCRIPTION OF SERVICES:** DHS, will provide the Town of Andover the following services:

Investigate an allegation of inappropriate behavior by a Town employee. Regina Ryan will interview all necessary witnesses, review all relevant documentation, and prepare a comprehensive investigative report containing findings of fact and conclusions.

2. **HOURLY FEE:** The Town of Andover agrees to pay for the investigative services at a rate of \$250.00 per hour. Travel time will be billed at half the rate.

3. **PAYMENT:** Payment shall be made to DHS in the full amount within 30 days of receipt of the investigative report.

4. **TERM:** The Town of Andover has the right to terminate the services at any time. DHS has the same right, subject to a professional and ethical obligation to give reasonable notice to arrange for alternative services.



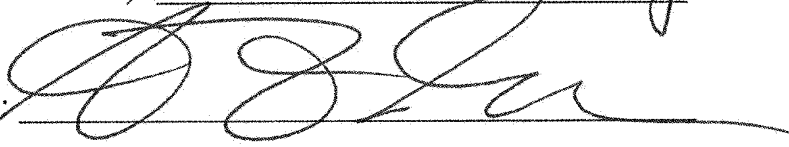
DISCRIMINATION AND HARASSMENT SOLUTIONS LLC

5. **RELATIONSHIP:** The services performed by DHS shall be as an independent contractor and not a partnership, joint venture, agency relationship or otherwise.
6. **CONFIDENTIALITY:** DHS treats all aspects of the relationship as confidential and will sign appropriate non-disclosure agreements if requested.
7. **DISCLAIMER:** Regina Ryan is an attorney, however when performing investigative services, she is not engaged in an attorney client relationship with the Town of Andover.

Please acknowledge receipt of this letter and the Town of Andover's agreement with the terms and conditions set forth by signing below. Note that this letter does not obligate the Town of Andover in any way to contract with DHS for services, instead it defines the terms and conditions in the event the Town of Andover chooses to engage DHS.

The Town of Andover

By (Printed Name): Andrew Flanagan

Signature: 

Title: Town Manager Dated: 1/14/21

Exhibit 13

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

SUPERIOR COURT
DOCKET NO.: 2177CV00572

WILLIAM FAHEY,)
Plaintiff,)
)
v.)
)
ANDREW P. FLANAGAN, and)
TOWN OF ANDOVER,)

Defendants.)

AFFIDAVIT OF WILLIAM FAHEY

The undersigned William Fahey, being duly sworn, on oath does depose and state as follows:

1. I am the Plaintiff in this case and am submitting this affidavit in support of my opposition to Defendants' Motion for Summary Judgment. The statements made herein are based upon my own personal knowledge and belief and my review of my regularly kept records.

2. In 1994, after the Town of Andover experienced a rise in suicides among young people. I was hired by the Town and asked to develop a program for the youth of Andover that would provide outreach services and programs to support Andover Youth and address at-risk youth issues.

3. I have reviewed the Summary Judgment pleadings filed by the Defendants in this matter. As stated in my Memorandum in Opposition to Defendant's Motion, I dispute virtually all of the material facts relied upon by the Defendants in their Motion. There are a number of statements made in the Defendant's Statement of Undisputed facts that I have disputed on numerous occasions in my deposition, Superior Court Verified Complaint and through my counsel in pleadings and correspondence. Those disputed items are identified in my response to Defendant's Statement of Facts.

4. This affidavit addresses certain Statements of Fact that may not have been clearly addressed in other pleadings, testimony or exhibits and will supplement those cited documents and testimony.

5. In Defendant's Statement of Undisputed Facts ("Statement") I dispute Statement 18. While I admitted to assisting MJ and her family by, among other things, providing her occasional rides, with the permission of either her grandparents or parents, this was done on occasion, not "often".

6. I dispute Statement 26. I do not believe that I told MJ's mother that MJ made a pass at me. Further, I have never kissed MJ nor has she kissed me.

7. I dispute the facts and inference in Statement 28. While I don't know what Sobhan Namvar said to the investigator, it was not my practice to "drive kids in my truck" unless I was doing it with parents' permission and at times at their request. Rides were typically for AYS job-related duties or rides home if needed. Nor was it my practice to close my office door while meeting with male or female youth. Nevertheless, if a young person asked for privacy while meeting with me or if they were upset and crying, there were times when I would close my door. It was always appropriate and only intended to protect their privacy. Additionally, I shared an office with Glenn Wilson.

8. Statement 36 is disputed in that my text messages did not use offensive or "inappropriate language" with minors. Other than my children, I did not text minors. I reviewed the referenced texts and vigorously disputed the assertion that anything was offensive or inappropriate.

9. Statement 37 has been repeatedly disputed by me. I did not "download pornographic material" to show to MJ's mother. I merely went to her house to discuss concerns raised by MJ's social media postings and to inform her that I had been told that there was a video being circulated in town affirming MJ's involvement in pornography.

10. Statement 38 is disputed. I did not have “frequent” meetings with MJ behind closed doors, nor did I frequently meet with her late at night. There was a single meeting that occurred when MJ was visiting from California. I agreed to meet with her because I was concerned about things she stated in texts to me and in social media postings. While MJ was in her 20’s at the time of the meeting I did not think it responsible to ignore her request to meet.

11. Statement 39 is disputed as it is a conclusion reached by a person who is not trained in youth development. I do not believe that any of my actions were inappropriate or “unbecoming” of a town employee.

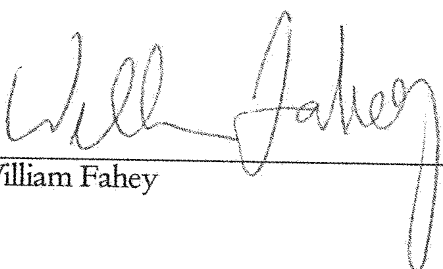
12. Statements 41 and 42 are disputed. I never “pursued a relationship” with MJ.

13. Paragraph 45 is disputed. I did not opine on the mental health of any youth. I am not a mental health professional and would never pretend to be one.

14. Mr. Flanagan’s letter of dismissal to me cited prior complaints against me in my role as Director of AYS outside of the 2017 incident. No one ever advised me of other complaints and there was nothing in my personnel file supporting his statement.

15. As stated earlier, I dispute virtually all material facts relied upon by the Defendants in support of their Motion.

SIGNED UNDER THE PENALTIES OF PERJURY, THIS 27 DAY OF JUNE, 2024.



William Fahey

Exhibit 14



Meagan Johnson

March 6, 2019 ·

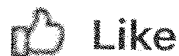


I wanna end me



Jesse James and 9 others

9 Comments



Like



Comment



David Clark

Don't. You are loved.

Like · Reply · 1y



Andrea Campbell

Just posted this . Re-set, re-focus, re-adjust, re-start.
As many times as u need to. Just don't give up.

Like · Reply · 1y



Jesse Royce O'Neil

It's never worth it. Things change. Message me if you
need to vent

Like · Reply · 1y



Brian Jones

The pain in the soul, failed everything you know, or
want to. Betrayed everything, not what I mean. How to
pull up the pieces that others need. Stop, bleeeeee

Like · Reply · 1y



Lindsey Giamanco

YOU ARE LOVED!!!! ♡

Like · Reply · 1y



John Miller



Meagan Johnson

April 13, 2019 ·



You don't know how alone you really are until you need a friend and realize no one's there for you.



Kenny Acosta, Mike Kenyon and 27 others

11 Comments



Like



Comment

View 2 more comments



Jerrica Marie

Wait wait wait, I'm here

Like · Reply · 1y



View 6 more comments



Write a comment...



Exhibit 15

Volume I
Pages 1-174
Exhibits 1-2

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CA No. 2177CV00572

WILLIAM FAHEY
Plaintiff
vs.

ANDREW FLANAGAN, INDIVIDUALLY
AND AS MANAGER FOR THE
TOWN OF ANDOVER
Defendants

*
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*
*
*
*
*
*
*

DEPOSITION OF: WILLIAM FAHEY
BRODY HARDOON PERKINS & KESTEN LLP
265 Franklin Street, 12th Floor
Boston, MA 02110
October 31, 2023
Commenced at 10:39 a.m.

LESLIE A. D'EMILIA
Court Reporter

Dunn Reporting Services, Inc.
617-422-0005

1 APPEARANCES:

2 Representing the Plaintiff, William Fahey:
3 THE MURPHY LAW GROUP LLC
4 556 Turnpike Street, Unit 72
5 North Andover, MA 01845
6 BY: DANIEL J. MURPHY, ESQ. (In-person)
7 ALISSA KOENIG, ESQ. (Via Zoom)
8 (978) 686-3200
9 djm@mlgllc.com
10 ask@mlgllc.com

11 Representing the Defendant, Andrew Flanagan, Ind.
12 and for the Town of Andover:
13 BRODY HARDOON PERKINS & KESTEN LLP
14 265 Franklin Street, 12th Floor
15 Boston, MA 02110
16 BY: LEONARD KESTEN, ESQ.
17 MONICA B. TOWLE, ESQ. (Via Zoom)
18 (617) 880-7100
19 lkesten@bhpklaw.com

20 Also present:
21 Attorney At Law
22 6 Eastman Road
23 Andover, MA 01810
24 BY: THOMAS J. URBELIS, ESQ.
(508) 523-4652
tju@uf-law.com

Also represent (Via Zoom):
Douglas Heim, Town Counsel in Andover
Kathryn Forina, Legal Administrator in Andover
Jody Mills, Claims rep.

1 before you were hired?

2 A. No.

3 Q. So who hired you?

4 A. There was a committee that interviewed me and
5 ultimately it was Buzz Stapczynski, town manager.

6 Q. Just the way it sounds, Stapczynski. It's actually
7 Reginald. Do you remember the day you were hired?

8 A. January 18, 1994.

9 Q. You sure it wasn't 17?

10 A. I showed up the 17th. It was closed.
11 Martin Luther King Day.

12 Q. And my birthday. So you actually started the 18th?

13 A. Yes.

14 Q. How long did it take -- the hiring process take?

15 A. What do you mean by that?

16 Q. Well were there other applicants?

17 A. Yes.

18 Q. So from the time you applied until January 18th,
19 about how long was it?

20 A. A couple months.

21 Q. And as I understand it, the Youth Services Program
22 was started to help deal with the opioid crisis?

23 A. It helped to deal with -- there was suicides in the
24 community and drug issues as well.

1 Q. So how did you -- how is it that you came to meet
2 Meagan Johnson?

3 A. Jen Hart and Jackie Gillette were neighbors to the
4 Johnsons, and they came and saw me and said that
5 there's a family in crisis, and they're not sure
6 what to do, and we might need help.

7 Q. Had you heard anything at all about the situation
8 with her parents --

9 A. No.

10 Q. -- before these two talked to you?

11 A. No.

12 MR. MURPHY: You got to answer verbally.

13 A. No.

14 Q. Do you know Jim Lyons?

15 A. I know who he is.

16 Q. Did you ever meet him?

17 A. I believe I met him once.

18 Q. He can't dribble left-handed. I played ball with
19 him back in the day. I want that on the record so I
20 can say that to him. On the other hand, neither
21 could I. So Jen Hart and Gillette came to you, and
22 what did they tell you?

23 A. There was a situation in the community that a family
24 needed some assistance, and they weren't sure what

1 to do. They were friends of the family.

2 Q. So what did you do?

3 A. I told them I didn't know the girls or the
4 situation, but I think the best thing to do is to
5 contact the school social worker, and have him set
6 up a meeting, and I can attend that meeting.

7 Q. Where was the meeting?

8 A. In his office at Andover High School.

9 Q. Who was there?

10 A. Christian Grange, Andover High School social worker,
11 myself.

12 Q. Christian?

13 A. Christian.

14 Q. Grange?

15 A. G-r-a-n-g-e.

16 Q. Who is?

17 A. A social worker at Andover High School. That's
18 where I met them.

19 Q. So wait a minute, it was him and you?

20 A. And then Kelly and Meagan were brought to his
21 office.

22 Q. So it was the four of you. Did they know what had
23 happened to their parents, or did they find out from
24 you guys?

1 Q. And who was there?

2 A. Myself, Christian Grange, the girls. I think Jackie
3 or Jen was there. I'm not sure which was there.
4 TIP, which is like trauma prevent program for the
5 town and school was there as well.

6 Q. What does TIP stand for?

7 A. Trauma Intervention Prevention. I'm not sure.

8 Q. Who there from TIP? Who was there from TIP?

9 A. I can't remember.

10 Q. Male, female?

11 A. I don't remember.

12 Q. What happened at this meeting?

13 A. Just the girls got a chance to say what they needed,
14 and the grandparents moved in, and everybody in that
15 room said we would support the best we could moving
16 forward.

17 Q. Well everybody in the room was their grandparents
18 moving in?

19 A. Yep.

20 Q. Did TIP -- did the TIP program, was there
21 discussions to their role going forward?

22 A. I can't recollect everything that was said in the
23 meeting, but yes, they said that they
24 would -- they're there for now and into the future

1 if the girls needed any help.

2 Q. And what was -- was there a role discussed for you?

3 A. My role is to -- Gloria and Tom, because of their
4 age there's a lot. They didn't know the girls'
5 schedules. They had transportation issues. They
6 were older themselves, and they just said they're
7 not sure exactly what they needed, but in the
8 meantime if you can just, you know, help the girls
9 with anything they need in terms of school, in terms
10 of the community support.

11 Q. So they asked you to do that?

12 A. They asked everybody to be a part of it. Team
13 approach. Get the girls through this.

14 Q. So who was going to handle the transportation issue?

15 A. The grandparents, but in the need of assistance with
16 transportation, I said you have to get permission
17 from -- you're the guardian now, so you can give
18 permission or you can get it from Gail. So they
19 talked to Gail, and they said it's okay, you know,
20 once I drove the girls around once in a while.

21 Q. And their plan was for a six month period; right,
22 because the mom had a six month sentence?

23 A. Correct.

24 Q. When's the next time you had anything to do with

1 anyone in the Johnson Family?

2 A. Can you -- I'm not sure what you're asking me.

3 Q. Well you had a meeting -- you had meetings on
4 consecutive days?

5 A. Yep.

6 Q. After that when was your next interaction with the
7 family?

8 A. I'm not sure exactly what the next moment was.

9 Q. So what kinds of things did you start doing for the
10 family?

11 A. Mostly Gloria would call me on a daily basis and ask
12 questions about their school work and maybe the
13 girls needed a job, things like that, community
14 stuff.

15 Q. So Gloria would call you to ask you about -- what do
16 you mean ask about --

17 A. She --

18 MR. MURPHY: You got to wait.

19 Q. I've been cutting you off, too. I only note when
20 others are guilty. So Gloria was calling you to
21 find out about their school work?

22 A. Trying to understand what their -- what resources
23 are available to help with the girls.

24 Q. Was Christian involved?

1 missed her mother.

2 Q. Anything about her drug use?

3 A. No. She thought -- if I recollect right, I think
4 she thought Kelly might be smoking marijuana, but I
5 said I had no idea about that.

6 Q. At some point did you give Meagan a job?

7 A. In August 2013 we had received a grant from the
8 state saying that we could give kids working
9 opportunities to get some work experience. So
10 Meagan with other kids was offered a chance to do
11 some very small part-time work in Youth Services,
12 and she did that from August to January.

13 Q. That's August of 2012?

14 MR. MURPHY: '13.

15 Q. You said '13, but are you sure?

16 A. 2011, 2012, August.

17 Q. See.

18 A. To 2013 January.

19 Q. Right. So that was after her mother came home?

20 A. Correct.

21 Q. How did your relationship with the Johnson Family
22 change, if at all, after the mother was released
23 from custody?

24 A. Say that again.

1 Q. I'll say it precisely the same. How did you
2 relationship with the Johnson Family change, if at
3 all, after the mother was released from custody?

4 A. It changed in terms of the mom being home in the
5 house.

6 Q. So how did your relationship with the Johnson Family
7 change, if at all, when the mother came home?

8 A. I met with Gail.

9 Q. Did you continue providing the same level of contact
10 as you had before she came home?

11 A. Gail expressed that getting out of jail she still
12 needed support, was overwhelmed by the whole
13 situation. Her husband was still in jail.

14 Q. Yeah.

15 A. So I did keep continue to support at the level that
16 she felt she needed help with.

17 Q. What was that support? What was that level?

18 A. Helping Gail problem solve issues that she had with
19 the family.

20 Q. Like what?

21 A. Attendance to school. Meagan going to school.
22 Encourage her to go to school. Encourage her to
23 keep going. The same as Kelly. Kelly as well.

24 Q. So Kelly as well had issues with attendance?

1 participating in Youth Services programs in the
2 spring of '15?

3 A. Nope.

4 Q. What -- how did this conversation come about?

5 A. He stopped by the office.

6 Q. And what did he say?

7 A. He said -- he asked me if I had talked to Meagan
8 lately, and I said not for a while. What's up? And
9 then he just said that she -- he was worried about
10 her. She was on social media saying she wanted to
11 hurt herself, and he wasn't exactly sure what to do,
12 so he thought he should tell an adult.

13 Q. He thought what?

14 A. Thought he should tell me, Youth Services.

15 Q. That she was --

16 A. Struggling.

17 Q. And --

18 A. On social media.

19 Q. And talking about hurting herself?

20 A. Yep.

21 Q. And then what happened?

22 A. I said I don't really know anything about that, and
23 he said well everybody is talking some porn videos
24 that she was -- or a video, one video that she was

1 in, and I said that's news to me, and I'm not in the
2 nature of talking about other people's stuff with
3 another young person, so you know. It wasn't a long
4 conversation.

5 Q. So he told you that she was or that everybody was
6 talking?

7 A. He said that she was doing porn.

8 Q. That was the extent of your conversation?

9 A. Of the conversation part, yeah.

10 Q. What was the next part?

11 A. He -- in my office he put a podcast on, some sort of
12 site, and he showed me because I said I didn't
13 believe that she was actually doing that, and he
14 showed me a podcast, and it was like Meagan was on
15 there complaining about Andover not liking it, and
16 then it went to a clip of her in a porn movie.

17 Q. Hang on. So you're in your office. You have the
18 conversation.

19 A. Yep.

20 Q. You said I don't believe you? I don't believe it?

21 A. I said it's hard to believe, yeah.

22 Q. Right. And so he had -- what device?

23 A. My desktop computer. He went over and --

24 Q. He went onto your desktop?

1 A. Yep, punched in a podcast.

2 Q. A podcast?

3 A. Podcast.

4 Q. Well I know what --

5 A. Yes.

6 Q. Featuring Meagan?

7 A. Yes. She was a guest.

8 Q. Did he pull it up on the internet? Well he must
9 have; right?

10 A. Yeah, he had to have.

11 Q. And Meagan was a guest on a podcast?

12 A. I saw it briefly --

13 Q. A video?

14 A. I saw her sitting in a chair saying she grew up in
15 Andover.

16 Q. And then what did you see?

17 A. And then it -- her and this other person, and then
18 it went to a clip of a porn movie that she was in.

19 Q. And you recognized her?

20 A. Yes.

21 Q. Was she having sex with someone?

22 A. It was a scene where she was walking like in the
23 woods like walking towards -- and then she went to a
24 van, and we saw -- I saw the guy look like he was

1 going to have sex with her right there, and that's
2 when we stopped.

3 Q. Then what happened?

4 A. He said he didn't know who to go to. I encouraged
5 him, you know, if he felt strong about it and she
6 was in trouble to go talk to the parents if he felt
7 that he needed to do that, and he said that he felt
8 that the Johnson parents weren't fans of his because
9 he used to hang around with Meagan and so that was
10 kind of it. I said -- you know, he gave me the
11 information and that was that, and then he left.

12 Q. Gave you what -- he told you?

13 A. He told me.

14 Q. And then showed you this clip?

15 A. Yes.

16 Q. What happened next with regard to this knowledge
17 that you gained?

18 A. Well gave me concern. I'm not sure -- I was worried
19 about her mental health. I was worried about some
20 of the things that Danny had told me about her
21 wanting to kill herself, so I don't know if it was
22 probably within a couple of days, I went to Reading
23 where Gail and Bill Johnson now lived and talked to
24 the mom.

1 just what you got and that's all --

2 MR. KESTEN: My answer always is when
3 people say it's a surprise, it's not a surprise to
4 him.

5 MR. MURPHY: I mean it is what it is, I
6 understand.

7 Q. So Mr. Fahey, getting back to the chronology of the
8 meeting with the mother, Danny O'Neill comes to your
9 office and tells you he's concerned -- he and others
10 are concerned that Meagan is talking about suicide
11 on social media?

12 A. And yeah. I think he said other things as well.
13 Just on social media she seems unhappy.

14 Q. But did he mention suicide?

15 A. Harming herself were his exact words, yeah.

16 Q. And then he also tells you about the porn industry?

17 A. Yes.

18 Q. And then he comes around I take it on your laptop,
19 pulls up a podcast?

20 A. On my desktop.

21 Q. Do you have any memory of what the name of the
22 podcast, who participated, anything?

23 A. I don't.

24 Q. But on the video is Meagan sitting in a chair

1 Q. Did you tell her about the porn?

2 A. Yes.

3 Q. What did you tell her?

4 A. That I think that's just one of the ways she's
5 supporting herself out there.

6 Q. You told her that she was in porn?

7 A. Yeah, that he had showed me a video.

8 Q. Dan showed you?

9 A. A podcast video thing that that she -- so it's -- I
10 don't know if she was in it or that was just a one
11 time thing.

12 Q. What do you mean in it?

13 A. In the porn industry, or this was just a one time
14 thing. I don't know anything about it.

15 Q. That's what you told her?

16 A. Yeah.

17 Q. And did you show her anything?

18 A. No. She wanted to see something, and I said well
19 you can look it up yourself on your computer, and my
20 recollection is that she had a computer in her
21 kitchen on like a countertop, and she went over, and
22 I was behind her, and she popped it up and saw what
23 I kind of saw, and she's like Oh, my God. She's
24 doing this and then turned it off and was shocked,

Exhibit 16

Volume: I
Exhibits: -0-

ESSEX, ss.

Superior Court
C.A. No. 2177CV00572

----- x
WILLIAM FAHEY,

Plaintiff

vs.

ANDREW FLANAGAN, Individually and as Manager
for the TOWN OF ANDOVER,

Defendant
----- x

DEPOSITION OF JACLYN STACKHOUSE LIGHTNER
Wednesday, August 16, 2023 - 10:00 a.m.
Brody, Hardoon, Perkins & Kesten, LLP
699 Boylston Street - 12th Floor
Boston, Massachusetts

Reporter: Maureen J. Manzi, CSR, CLR

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8 Counsel for the Deponent

9 Also Present:

10 William Fahey

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1 that were going on?

2 A. Typically not adolescents. More like our
3 high school staff.

4 Q. Were your cell phone numbers made available
5 if anyone wanted to reach you?

6 A. It will depend on who was trying to reach
7 you, yeah.

8 Q. Were all of the messages that you would have
9 texted the high school staff or members of the
10 community, would all of those have been related to
11 work?

12 A. Yeah. Yes.

13 Q. Was there any socializing that you had with
14 any of the youth outside of the youth center?

15 A. No.

16 Q. Would you tell any of the adolescents that
17 you loved them?

18 A. Yes.

19 Q. Would you hug them?

20 A. If they reached out for a hug, yes.

21 Q. Would you wait for them to reach out for the
22 hug?

23 A. Yes.

24 Q. Would you consider yourself friends with the

1 with participants behind closed doors?

2 A. Not generally, no.

3 Q. I want to make sure I'm clear since the
4 answer was not generally. Do you remember any
5 specific instance?

6 A. I can't think of a specific answer.

7 Q. Will participants go into Mr. Fahey's office
8 that you observed and talk to him?

9 A. Yes.

10 Q. Was the door typically open then?

11 A. Typically open, yes.

12 Q. And you can't remember any instance where
13 the door was closed?

14 A. Not that comes to mind.

15 Q. What was your relationship like with Mr.
16 Fahey?

17 A. I mean can you say more specifically?

18 Q. Was he just your supervisor? If you were
19 asked to describe him back when you were working
20 there, will you say that's my boss or will you say
21 that's my friend?

22 A. I will identify him as my boss. Certainly
23 this is my boss. Yeah, we had a professional
24 relationship and, you know, a social relationship as

1 Q. Did you ever learn who that person was?

2 A. No.

3 Q. Did you ever talk to Mr. Fahey about his
4 termination?

5 A. After the fact, yes.

6 Q. What discussions did you have with him about
7 it?

8 A. Tearful ones. Just more emotional. Sad
9 that this was happening and that he was no longer
10 going to be working there. You know, really that
11 was the basis for those conversations.

12 Q. Did you ever discuss any of the
13 investigations that were going on with him?

14 A. No.

15 Q. Were you ever a part of any of the
16 investigations that were going on?

17 A. No.

18 Q. Were you ever interviewed about anything?

19 A. Not about anything to do with the complaint.

20 Q. Were you ever interviewed about any
21 instances involving Mr. Fahey?

22 A. None involving Mr. Fahey. We were
23 interviewed by Jean Heartl regarding a toxic work
24 environment claim that we had put forth.

1 A. No.

2 Q. Okay. And do you recall at some point
3 hearing that there had been an allegation about Bill
4 engaging in inappropriate conduct with a minor?

5 A. From them, is that what you're asking?
6 Sorry.

7 Q. From anywhere.

8 A. Yeah. I mean eventually I learned that. I
9 honestly couldn't tell you when or how I learned
10 that information. My guess is the newspaper.

11 Q. I don't want you to guess. Did you ever see
12 Bill act inappropriately with a minor?

13 A. I did not, no.

14 Q. Or with any person?

15 A. No.

16 Q. And did you ever see Bill act in his
17 capacity outside of director and step into a role of
18 a social worker?

19 A. Can you explain what you mean by that a
20 little more?

21 Q. Sure. You were trained as a social worker
22 so that you could make the types of referrals that
23 you were making?

24 A. Yes.

1 Q. Correct?

2 A. Correct. Yes.

3 Q. Do you recall seeing Bill do that or was it
4 his practice to refer those people to you?

5 A. Yeah, if there was a young person involved,
6 he will refer those to me, yeah, anything that came
7 from the youth center totally.

8 Q. Nothing further. Thank you.

9 (Whereupon, at 11:57 a.m., the
10 deposition of Jaclyn Stackhouse Lightner concluded.)

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Exhibit 17

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

SUPERIOR COURT
DOCKET NO.: 2177CV00572

WILLIAM FAHEY,)
Plaintiff,)
)
v.)
)
ANDREW P. FLANAGAN, and)
TOWN OF ANDOVER,)

Defendants.)

AFFIDAVIT OF MARY WESSON

The undersigned Mary Wesson, being duly sworn, under oath does depose and state as follows:

1. I offer this affidavit in support of William Fahey's Opposition to the Defendants Motion for Summary Judgment. I have my Bachelor of Science degree from Merrimack College and my Masters Degree in adult education with an emphasis in youth at risk from Worcester College. The statements made herein are based upon my own personal and professional knowledge and belief.

2. I have been involved in programs supporting youth development and at-risk youth for the Town of Andover since the 1980's. I was first asked by the Andover Chief of Police and the Lawrence District Courts to set up and run an Alternative Sentencing Program for at risk youth, That program evolved into the Juvenile Diversion Program which was eventually assumed by the Essex County District Attorney's Office. In 2002 I became Director of the After School Homework Program called New Horizon's for Youth. That was federally funded under the Bryne Grant and then became funded under the Andover Police Department. All of those programs were designed to address issues with at-risk youth.

3. I was on the committee that hired Bill Fahey in 1994 as the first Director of Andover Youth Services. This was the Town of Andover's community response to the Town's rising youth

suicide rate. At that time we impressed upon Bill the necessity of developing a program designed to limit at risk activities and to provide assistance to troubled youth. It is my understanding that those directives remained in place through Bill's tenure.

4. At that time of Bill's hiring it was made clear that there was a necessity of developing a program designed to address at-risk hours, at-risk youth and identified troubled youth. We made it clear that this would not be a 9 to 5 job, that he would often need to make himself available to people in need at all kinds of hours. Further, while the title was "youth services", there would be times where it would only be responsible to continue assisting former troubled youth into their 20's and sometimes beyond that. You just don't cut people off because they have reached a certain age.

5. I have reviewed the allegations made by the Town of Andover and Mr. Flanagan. I disagree with the decision to terminate Bill Fahey and am embarrassed at what the Town Manager has done to destroy Bill's reputation. The following addresses some of the alleged reasons for firing Bill Fahey.

6. There is an allegation that it was inappropriate for Bill to take a meeting with a former youth participant at 10pm in the evening when she was in her early 20's and had been threatening to take her life on social media platforms. I disagree. In my opinion Bill would have been wrong turning the request down knowing that she was at risk. He had a long relationship with the person's family, and he knew that she had drug and mental instability issues.

7. The allegation that it was inappropriate when he used the word "love" and at times hugged participants is also just wrong. The AYS program had as its motto "love and kindness". There was no sexual connotation to the use of the word love or the showing of affection by hugging. Hugging is a natural and appropriate response to the health and wellbeing of all of us. Teachers and other school professionals hug students at celebrations and graduations. In my view and I believe in the view of any trained youth development professionals, it was entirely appropriate.

8. These allegations demonstrate a lack of understanding of youth development services. Another example of a non-professional making a wrong judgment was the investigator's conclusion that it was wrong for Bill to visit MJ in a mental health facility. Given his history with her and the family, in my view it would have been wrong for him not to visit her.

9. The allegation that Bill should not have gone to MJ's parents' house to discuss his concern about her mental health including that it was brought to his attention that MJ was working in pornography is again showing no appreciation for Bill's continued concerns for a girl and family that he had a history of helping.

10. I witnessed Bill's activities working with Andover youth and always found him appropriate and effective.

11. I frankly do not understand why the person who investigated Bill and made judgements about his actions did not interview me. Of all of the people in Andover who could have spoken to the proper and/or improper activities associated with youth services, I believe that I was the most qualified to do so yet was never called.

12. I am aware of what the allegations by the Town have done to Bill's reputation in the community. When the Town told people that Bill was being investigated by the DA and state police for improper activities with a minor, they had to know how that would reflect upon Bill, who had a great reputation in town and was the person most sought after when looking for help with troubled youth.

SIGNED UNDER THE PENALTIES OF PERJURY, THIS 26 DAY OF JUNE 2024



Mary Wesson

Exhibit 18

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

SUPERIOR COURT
DOCKET NO.: 2177CV00572

_____)
WILLIAM FAHEY,)
Plaintiff,)
)
v.)
)
ANDREW P. FLANAGAN, and)
TOWN OF ANDOVER,)
Defendants.)
_____)

AFFIDAVIT OF JACLYN STACKHOUSE

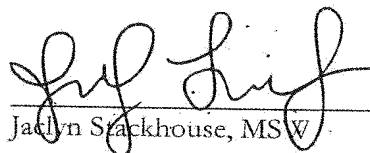
The undersigned, Jaclyn Stackhouse, being duly sworn, on oath does depose and state as follows:

1. I am a Massachusetts licensed social worker. The statements made herein are based upon my own personal and professional knowledge and belief.
2. I received my degree in social work from Wheelock College, which is now part of Boston University.
3. From 2015 to 2021 I worked for Andover Youth Services (“AYS”) as a social worker.
4. My role with AYS was to provide programming for youth girls in middle school and high school to try and get kids involved in the community.
5. I worked with William Fahey (“Mr. Fahey”) closely during my tenure at AYS on a daily basis.
6. During my time at AYS I was a mandated reporter.
7. In my role as a social worker, if serious issues arose with youth at AYS, such as suicide risk, etc., I would assist in crisis intervention and make referrals to the appropriate health care professionals.
8. Mr. Fahey regularly referred young people to me when he was concerned about them to potentially assist them in obtaining a referral to the appropriate health care professional.

9. Once Bill referred a child to me, I would contact the parents and we would work together to involve the appropriate health care professionals.
10. In my experience at AYS, I never saw Mr. Fahey engage in any unlicensed activities, including those intended for a licensed social worker or a mental health therapist.
11. I never witnessed Mr. Fahey engage in any inappropriate touching of youth at AYS.
12. I never witnessed Mr. Fahey engage in any inappropriate or uninvited hugging with youth at AYS.
13. In my professional opinion, it is appropriate under certain circumstances to tell a youth that you love them as a way to reiterate you care for them and care about them.
14. In fact, the slogan at AYS was “love and kindness” and it was a slogan we, as staff stood by, and encouraged the youth to stand by in their actions and words.
15. In the gymnasium floor at AYS it states, “Love and Support for Young People Everywhere.”
16. At AYS staff did their best to love and support young people.
17. To the best of my knowledge, Mr. Fahey never had any complaints regarding inappropriate activities while at AYS.
18. Contrary to allegations that Mr. Fahey downloaded pornography on his laptop, AYS staff did not have laptops issued to them in 2016. To the best of my recollection 2018, 8-9 Mac Mini laptops were the first laptops provided to AYS, but they were rarely used by staff. I never saw Mr. Fahey use a laptop.
19. In my experience, it was not uncommon for youth that had graduated high school to come back and be engaged in the programs at AYS or to stay in touch with staff.
20. Despite my experience at AYS, I was never interviewed by Regina Ryan or anyone from the Town of Andover concerning my work with Mr. Fahey or relating to my

knowledge surrounding any allegations or inappropriate actions of Mr. Fahey even though I worked with him closely on a daily basis.

SIGNED UNDER THE PENALTIES OF PERJURY, THIS 25 DAY OF JUNE 2024.



Handwritten signature of Jaclyn Stackhouse in cursive script, positioned above a horizontal line.

Jaclyn Stackhouse, MSW

Exhibit 19

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COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT

C.A. NO. 2177CV00572

WILLIAM FAHEY,

Plaintiff,

v.

ANDREW P. FLANAGAN, and

TOWN OF ANDOVER,

Defendants.

DEPOSITION of JACQUELINE A. GILLETTE, a
witness called by counsel for the Plaintiff, taken
pursuant to the Massachusetts Rules of Civil Procedure
before Kristen Kelly, Registered Professional Reporter,
CSR No. 115893 and Notary Public in and for the
Commonwealth of Massachusetts, at the Office of
MURPHY LAW GROUP, LLC, 565 Turnpike Street, Suite
72A, North Andover, Massachusetts, on Tuesday, May 9,
2023, commencing at 10:04 AM.

1 A P P E A R A N C E S:

2
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10 For the Plaintiff

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19 For the Defendants

20
21
22
23 ALSO PRESENT:

24 William Fahey

1 A For the harassment.

2 Q When you say "the Johnson family", you mean
3 Bill and Gail Johnson?

4 A Yes.

5 Q And did that result in some type of a
6 conviction?

7 A Yes.

8 Q Criminal conviction with Bill and Jill?

9 A Yes.

10 Q Or with Bill and Gail.

11 And after the conviction was there a time
12 when Bill and Gail were sentenced to go to jail?

13 A Yes, they were sentenced to go in jail in
14 December. I know this. December 1st, 2011 they were
15 taken immediately from Lawrence District Court to jail.

16 Q Okay. What was your involvement at that
17 time?

18 A Over the -- I became pretty close with Gail
19 during that -- when she was going through all of the
20 court cases and all of that and became like a
21 confidant, friend, very close friend. And I was -- I
22 went to a couple of the -- I went to the court. I sat
23 there. And I -- our daughters were very, very close.
24 I -- another one of my friends, Jen Hart, was in the

1 Q What do you recall about picking up Kelly?

2 A She was devastated.

3 Q And was there a plan at that point in time as
4 to how the kids were going to be taken care of?

5 A I -- not really. I believe -- it was so not
6 expected. But I believe that Tom and Gloria were going
7 to get -- try to get legal custody of the girls. They
8 were gonna stay at the house.

9 Q Okay. But at least temporarily as of the
10 date of the incarceration, it was your understanding
11 that Tom and Gloria were going to stay at the Johnson
12 house?

13 A Yes.

14 Q And how old were Gail and Bill's children?

15 A Oh. Their oldest daughter Nicole was a
16 freshman at Suffolk University. I think she was 19.

17 Q Okay.

18 A She had just gone to Suffolk, and she was in
19 her freshman year.

20 Q Okay.

21 A Their next daughter Meagan was 17. I think
22 she was a junior. She was like an older junior.

23 Q Is that Andover?

24 A Yeah, Andover High. And Kelly was 15 years

1 old, and she was a freshman at Andover High with my
2 daughter Maddy.

3 Q So do you know what day of the week it was
4 that they went to jail?

5 A (Shakes head.)

6 Q Do you recall their being a meeting at the
7 Johnson house with a number of people to discuss how
8 people could be supportive to help?

9 A I do remember that, yes, but I don't remember
10 the date. And I don't -- I don't have a, like a very
11 big recollection of like if it was like a day later or
12 two days later.

13 Q Okay. It was a short time after that?

14 A Mm-hmm. Mm-hmm.

15 Q Remember you have to answer --

16 A Oh, sorry. Yes. Sorry.

17 Q What do you recall about that meeting?

18 A I just remember that I know it was the
19 grandparents and it was my friend Jen and it was me,
20 and I believe Bill and Christian Grange who is a
21 guidance counselor at the high school. And we all just
22 tried to figure out what we were going to do.

23 Q Okay. And when you said Bill, Bill Fahey?

24 A Yes. I'm sorry.

Exhibit 20

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Tomorrow! I'll be home for 3 weeks

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/5/2019 1:09:47 PM(UTC-4)	

Status: Read

4/5/2019 12:11:46 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2A75F6 (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

Awesome

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/5/2019 1:09:55 PM(UTC-4)		

Status: Sent

4/5/2019 1:09:55 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2A82F5 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Can I see you soon?? I need to talk to you

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 1:55:40 PM(UTC-4)	

Status: Read

4/12/2019 10:51:09 AM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2BE3E4 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Can I see you soon?? I need to talk to you

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 1:55:40 PM(UTC-4)	

Status: Read

4/12/2019 1:53:38 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2BE1EE (Table: message, handle, Size: 38019072 bytes)
DarArchive/root/private/var/mobile/Library/SMS/sms.db-wal : 0x365D38 (Table: chat, Size: 3588552 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

Hey MJ - im in Georgia , everything alright !

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 2:42:08 PM(UTC-4)		

Status: Sent

4/12/2019 2:42:08 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2BFFE4 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Not really

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 7:22:16 PM(UTC-4)	

Status: Read

4/12/2019 6:21:36 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C078B (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

What's going on ?

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 7:32:13 PM(UTC-4)		

Status: Sent

4/12/2019 7:32:13 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C177F (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

I just am so sick of my life I want to use

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 7:36:13 PM(UTC-4)	

Status: Read

4/12/2019 7:35:16 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C15B5 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Everything is wrong

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 7:36:13 PM(UTC-4)	

Status: Read

4/12/2019 7:35:28 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C13BD (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

What's wrong ? And using is just going to make everything so much more painful.

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 7:37:38 PM(UTC-4)		

Status: Sent

4/12/2019 7:37:38 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C2FE4 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Everything is just so fucked up I can't fix it

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 7:50:10 PM(UTC-4)	

Status: Read

4/12/2019 7:44:00 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C2D9D (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

Can I call you

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 7:50:27 PM(UTC-4)		

Status: Sent

4/12/2019 7:50:27 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C2B95 (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

??

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 8:02:48 PM(UTC-4)		

Status: Sent

4/12/2019 8:02:47 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C29D1 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

No I'm driving I'm too upset

Participant	Delivered	Read	Played
+19788044337 Bill Fahey	4/12/2019 8:03:37 PM(UTC-4)		

Status: Read

4/12/2019 8:03:16 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C282B (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

I'm sorry that you are upset . I'm sorry that you have endured much and tried to help others even in your own turmoil. Your pain believe it or not can be the foundation of change , a new direction , hope and balance . But we have to stop and beware of all around us and then accept we can't control much but can get off the road of insanity and become sane again . We can't do it along and we can't do it with those who say they love us and we can't do it high .

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 8:07:46 PM(UTC-4)		

Status: Sent

4/12/2019 8:07:46 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C2645 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

My dads using right infront of me

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 8:33:39 PM(UTC-4)	

Status: Read

4/12/2019 8:12:53 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C3FE8 (Table: message, handle,
Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

I hate my life

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/12/2019 8:33:39 PM(UTC-4)	

Status: Read

4/12/2019 8:19:33 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C3E02 (Table: message, handle,
Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

I know you do. But you are a beautiful person who is lost no fault of your own. You need to get away from all that hurts or harms you.

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 8:35:00 PM(UTC-4)		

Status: Sent

4/12/2019 8:35:00 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C3C40 (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

I'm in a area where my phone won't work for the next 3 hours...

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/12/2019 9:10:07 PM(UTC-4)		

Status: Sent

4/12/2019 9:10:07 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2C3985 (Table: message, handle, Size: 38019072 bytes)

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From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

When do you get back from Georgia ?

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/17/2019 1:24:49 PM(UTC-4)	

Status: Read

4/17/2019 12:40:02 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2D6746 (Table: message, handle,
Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

I'm back

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/17/2019 1:24:57 PM(UTC-4)		

Status: Sent

4/17/2019 1:24:57 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2D71EB (Table: message, handle,
Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Can you help me do something

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 10:58:29 AM(UTC-4)	

Status: Read

4/18/2019 9:41:46 AM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2D69B5 (Table: message, handle,
Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

If I can absolutely

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/18/2019 10:58:42 AM(UTC-4)		

Status: Sent

4/18/2019 10:58:42 AM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2D67D7 (Table: message, handle,
Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

When can I see you

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 1:16:53 PM(UTC-4)	

Status: Read

4/18/2019 1:16:43 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DAC40 (Table: message, handle,
Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

So I'm at the youth center I have a meeting at 3:15 for a 1/2 an hour but I'm around!

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/18/2019 1:17:50 PM(UTC-4)		

Status: Sent

4/18/2019 1:17:49 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DAA76 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Maybe tonight I could see you or tomorrow

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 8:05:26 PM(UTC-4)	

Status: Read

4/18/2019 2:56:03 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DB8BD (Table: message, handle,
Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

Are you around ?

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/18/2019 8:05:35 PM(UTC-4)		

Status: Sent

4/18/2019 8:05:35 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DC3E1 (Table: message, handle,
Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

I will be in an hour

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 8:10:36 PM(UTC-4)	

Status: Read

4/18/2019 8:10:17 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DDAFB (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

if that's not too late

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 8:13:17 PM(UTC-4)	

Status: Read

4/18/2019 8:12:58 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DD788 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Where are you

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 9:13:19 PM(UTC-4)	

Status: Read

4/18/2019 9:09:10 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DEDEF (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

At the youth center writing a few emails

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/18/2019 9:13:39 PM(UTC-4)		

Status: Sent

4/18/2019 9:13:39 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DEA76 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

I'm just getting ice cream right now I could probably get dropped off there after if you want me to

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 9:27:05 PM(UTC-4)	

Status: Read

4/18/2019 9:25:41 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DE882 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

Unless it's too late

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 9:27:05 PM(UTC-4)	

Status: Read

4/18/2019 9:25:46 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DE615 (Table: message, handle, Size: 38019072 bytes)

From: +19788044337 Bill Fahey (owner)
To: +16193668469 MJ 5/25/2017

Sure

Participant	Delivered	Read	Played
+16193668469 MJ 5/25/2017	4/18/2019 9:27:09 PM(UTC-4)		

Status: Sent

4/18/2019 9:27:09 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DE441 (Table: message, handle, Size: 38019072 bytes)

From: +16193668469 MJ 5/25/2017
To: +19788044337 Bill Fahey (owner)

You sure it's not too late

Participant	Delivered	Read	Played
+19788044337 Bill Fahey		4/18/2019 9:58:14 PM(UTC-4)	

Status: Read

4/18/2019 9:58:54 PM(UTC-4)

Source Extraction:
File System
Source Info:
DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DE295 (Table: message, handle, Size: 38019072 bytes)

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From: +19788044337 Bill Fahey (owner)
 To: +16193668468 MJ 5/25/2017

Yes

Participant	Delivered	Read	Played
+16193668468 MJ 5/25/2017	4/19/2019 8:59:18 PM(UTC-4)		

Status: Sent

4/19/2019 8:59:18 PM(UTC-4)

Source Extraction:
 File System
 Source Info:
 DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DFE4 (Table: message, handle, Size: 38019072 bytes)

From: +16193668468 MJ 5/25/2017
 To: +19788044337 Bill Fahey (owner)

Alright on my way

Participant	Delivered	Read	Played
+19788044337 Bill Fahey	4/18/2019 11:11:57 PM(UTC-4)		

Status: Read


4/18/2019 10:01:28 PM(UTC-4)

Source Extraction:
 File System
 Source Info:
 DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2DFE3A (Table: message, handle, Size: 38019072 bytes)


From: +19788044337 Bill Fahey (owner)
 To: +16193668468 MJ 5/25/2017

<https://www.youtube.com/watch?v=qf97YBKjUwY&list=PLqM5h4BBUIKJKw7zBTN AJOTr9KJf1vNk>

Attachments:



Title: 51DF2D36-9E3E-44F2-B249-ACA203271FF6.pluginPayloadAttachment
 Size: 16275
 File Name: ~/Library/SMS/Attachments/9a1057519AA4-2964-4E21-A292-AAAD3B07C42F/51DF2D36-9E3E-44F2-B249-ACA203271FF6.pluginPayloadAttachment
 ~/Library/SMS/Attachments/9a1057519AA4-2964-4E21-A292-AAAD3B07C42F/51DF2D36-9E3E-44F2-B249-ACA203271FF6.pluginPayloadAttachment



Title: 6FB2B06B-3C6B-45E8-8007-3E8EE1637BC5.pluginPayloadAttachment
 Size: 350929
 File Name: ~/Library/SMS/Attachments/d9/09/34AF471E-CA1D-4445-B8FD-0F0B1D7AE1FC/6FB2B06B-3C6B-45E8-8007-3E8EE1637BC5.pluginPayloadAttachment
 ~/Library/SMS/Attachments/d9/09/34AF471E-CA1D-4445-B8FD-0F0B1D7AE1FC/6FB2B06B-3C6B-45E8-8007-3E8EE1637BC5.pluginPayloadAttachment

Participant	Delivered	Read	Played
+16193668468 MJ 5/25/2017	4/20/2019 8:01:42 PM(UTC-4)		

Status: Sent

4/20/2019 8:01:42 PM(UTC-4)

Source Extraction:
 File System
 Source Info:
 DarArchive/root/private/var/mobile/Library/SMS/sms.db : 0x2E32F7 (Table: message, attachment, handle, Size: 38019072 bytes)
 DarArchive/root/private/var/mobile/Library/SMS/Attachments/9a1057519AA4-2964-4E21-A292-AAAD3B07C42F/51DF2D36-9E3E-44F2-B249-ACA203271FF6.pluginPayloadAttachment : (Size: 16275 bytes)
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Exhibit 21

Andrew Flanagan
January 09, 2024

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPARTMENT

WILLIAM FAHEY,

Plaintiff,

v.

ANDREW P. FLANAGAN and TOWN OF
ANDOVER,

Defendants.

)
)
)
)
) Civil Action
) No. 2177CV00572
)
)
)
)
)

DEPOSITION OF ANDREW FLANAGAN, a witness
called on behalf of the Plaintiff, pursuant to the
Massachusetts Rules of Civil Procedure, before
Carolyn J. Rogers, Registered Professional Reporter
and Notary Public in and for the Commonwealth of
Massachusetts, at the Offices of THE MURPHY LAW
GROUP, LLC, 565 Turnpike Street, North Andover,
Massachusetts, on TUESDAY, JANUARY 9, 2024,
commencing at 10:00 a.m.

C. J. REPORTING
Andover, MA 01810
617.763.1725
www.cjreporting.com

C.J. Reporting
617.763.1725

Andrew Flanagan
January 09, 2024

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A P P E A R A N C E S

ALISSA KOENIG, ESQUIRE
DANIEL J. MURPHY, ESQUIRE
The Murphy Law Group, LLC
565 Turnpike Street
Suite 72A
North Andover, Massachusetts 01845
978.686.3200/fax 978.686.3883
djm@mlgllc.com
On Behalf of the Plaintiff.

LEONARD H. KESTEN, ESQUIRE
Brody, Hardoon, Perkins & Kesten, LLP
265 Franklin Street
12th Floor
Boston, Massachusetts 02110
617.880.7100
lkesten@bhpklaw.com
On Behalf of the Defendants.

ALSO PRESENT:

Mr. Thomas J. Urbelis, Attorney at Law.
Mr. Douglas W. Heim, Town Counsel

Andrew Flanagan
January 09, 2024

111

1 Town was notified of those allegations by the Essex
2 District Attorney's Office. And that's not true, is
3 it?

4 A. And Andover Police Department.

5 Q. You were first notified by Mr. Namvar?

6 A. An employee of the Andover Police
7 Department.

8 Q. And you go on to say the allegations were
9 subsequently forwarded to the Town as facially
10 credible. Who made that determination that they were
11 facially credible?

12 A. I don't recall who made that
13 determination.

14 Q. How do you recall learning that that
15 determination had been made?

16 A. I believe it was Regina Ryan's initial
17 review of the documentation provided to her by the
18 District Attorney's Office.

19 Q. And there's nothing in the Regina Ryan
20 report that says that the District Attorney's Office
21 found it facially credible, is there?

22 A. I don't know if that's in her report.

23 Q. And then in the next paragraph you state
24 that your reply claims that bias against you is shown

Andrew Flanagan
January 09, 2024

140

1 A. No.

2 Q. Why wouldn't you tell them that the
3 complaint was first received by Mr. Namvar?

4 A. Because Mr. Namvar at the Andover Police
5 Department never investigated anything. The formal
6 intake of the complaint was to the Essex County
7 District Attorney, who then referred it.

8 Q. But the first complaint was received by
9 Mr. Namvar; right?

10 A. He had the initial conversation with
11 Meagan Johnson, yes.

12 Q. The next sentence says, "The DA's office
13 advised that the complaint was believed to be
14 credible by both the District Attorney's Office and
15 the State Police. . ." Do you see that?

16 A. I do.

17 Q. You've already testified that you had no
18 conversations with anyone at the District Attorney's
19 Office. And do you have -- other than what is in --
20 strike that.

21 Did you have any conversations with
22 anyone at the State Police?

23 A. I personally did not, no.

24 Q. Do you know if anyone in your office did?

Andrew Flanagan
January 09, 2024

144

1 A. Just to the board.

2 Q. Just to the board, but again, you're
3 telling the board that there was a credible complaint
4 that was believed to be credible by both the DA's
5 Office and the State Police; correct?

6 A. Correct.

7 Q. Yet this was a full month after the report
8 from Regina Ryan came out; correct?

9 A. Correct.

10 Q. And in that report she concluded that as
11 to the serious allegations of sexual misconduct,
12 Miss Johnson could not be believed; correct?

13 A. Correct.

14 Q. But you didn't share any of that with the
15 Select Board?

16 A. Correct. My communication was limited to
17 what was credited and what the findings were, which
18 is why I say, "The investigation found that, while
19 some of the allegations were not corroborated, others
20 were, and that Mr. Fahey violated Town policies and
21 inappropriately crossed professional boundaries
22 between himself and program employees/participants in
23 several respects, as well as failing to refer
24 participants to Sobhan Namvar. The investigation

Exhibit 22

Regina Ryan
March 13, 2024

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Superior Court

William Fahey,)
Plaintiff,)

versus)

Andrew P. Flanagan and)
Town of Andover,)
Defendants.)

Civil Action
No. 2177CV00572

REMOTE DEPOSITION OF

REGINA RYAN

APPEARING VIA ZOOM

March 13, 2024

10:05 a.m.

Reported by: Julie Thomson Riley, RDR, CRR,
Massachusetts CSR No. 1444S95
Registered Professional Reporter

C.J. Reporting
617.763.1725

Regina Ryan
March 13, 2024

2

1 APPEARANCES (REMOTELY):

2 Representing the Plaintiff:

3 The Murphy Law Group

4 by Daniel J. Murphy, Esquire

5 by Alissa Koenig, Esquire

6 30 Massachusetts Avenue, 2nd Floor

7 North Andover, Massachusetts 01845

8 (978) 686-3200

9 DM@mlgllc.com

10 ask@mlgllc.com

11

12 Representing the Defendants:

13 Brody, Hardoon, Perkins & Kesten, LLP

14 by Amy B. Bratskeir, Esquire

15 One Exeter Plaza

16 699 Boylston Street, 12th Floor

17 Boston, Massachusetts 02116

18 (617) 880-7100

19 abratskeir@bhpklaw.com

20

21

22

23

24

Regina Ryan
March 13, 2024

3

1 APPEARANCES (REMOTELY) (continued):
2 Representing the Deponent:
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6 Boston, Massachusetts 02109
7 (617) 439-0305
8 Dlouison@lccplaw.com

9

10

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16 Also present (remotely):

17 William Fahey

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Regina Ryan
March 13, 2024

94

1 we got everything and from the expert, but I can't
2 really remember exactly but something about the
3 expert.

4 Q. Further down the page, on 2/16/21, Andrew
5 says to you "Our attorney has some questions I know
6 he had hoped you'd consider including. Are you open
7 to those?"

8 Do you see that?

9 A. Yes.

10 Q. So what is your understanding of what he's
11 asking you there?

12 A. Then I say, "Yeah, let's have a call
13 tomorrow. What time works for you?"

14 So it appears that I did have a conversation
15 with Foskett, and he wanted to talk to me about --
16 about something. I'm not sure.

17 Q. Did Foskett provide you questions that he
18 wanted you to ask Fahey?

19 A. Not that I remember.

20 Q. All right. Then on the next page or maybe
21 it's two pages over, on 3/1/21 --

22 A. Yep.

23 Q. -- Andrew says, "Can you talk to our
24 attorney today? And HR prior to report being

Regina Ryan
March 13, 2024

95

1 issued. He has questions."

2 A. Okay.

3 Q. Do you recall this conversation with
4 Andrew?

5 A. With Andrew, no.

6 Q. Yeah, with Andrew?

7 A. This is what I was --

8 Q. Yeah.

9 A. This is what I was referring to earlier
10 when I do remember having a conversation with
11 Foskett around the time the report was being issued.
12 So this may have been -- I may have at this point
13 determined my findings and said I'm going to be
14 writing up the report. These are going to be my
15 verbal findings.

16 Q. On the next page, on 3/21/21 --

17 A. Yep.

18 Q. -- you asked him, "Can we do a Zoom call
19 with John tomorrow at 1:00?"

20 A. Okay. So I may have been -- I may have
21 been going to do a Zoom call to go over the final
22 report.

23 Q. Okay. And do you recall going through
24 your report during a Zoom call on 3/21?

Regina Ryan
March 13, 2024

96

1 A. No -- do I recall that? No.

2 Q. Okay.

3 A. So that would have been on the 22nd? I
4 don't remember that.

5 Q. Okay. And this was before you provided
6 them with your original report; right?

7 A. I provided them the final report on
8 March 24th, and this would have been on March 22nd.

9 Q. The final report, I thought, was dated
10 April 5th?

11 A. So I gave them a report on March 24th, and
12 then I made two changes to that report.

13 Q. Right. That's what I mean. So this was
14 being discussed before the initial report was
15 issued?

16 A. Correct.

17 Q. Do you know whether or not that Zoom call
18 was recorded?

19 A. I don't believe so.

20 Q. On the next page, on 3/24, next to 3/24/21,
21 there's no indication as to who's speaking there.

22 A. That -- that should be Andrew.

23 Q. Okay. That's what I thought.

24 So he's saying to you "My only thought is

Regina Ryan
March 13, 2024

110

1 A. Mm-hmm.

2 Q. You're referencing Fahey's -- I'm now on
3 the second paragraph down, after the -- on the
4 second line down, after the comma, "it is Fahey's
5 consistent pattern of providing mental health advice
6 as an untrained layperson to children and families
7 and his unwillingness to acknowledge and accept the
8 need to refer matters outside his job responsibilities
9 to licensed professionals, including those employed by
10 the Town."

11 Do you see making that statement?

12 A. Yes.

13 Q. Did you ever speak with the certified
14 social worker on Fahey's staff?

15 A. No.

16 Q. Did you know that he had a certified
17 social worker on his staff?

18 A. I'm not sure if I did. I can't remember
19 at this time.

20 I know Soap was the social worker for the
21 police department, and he was working with the youth
22 service -- the Andover Youth Services, but I'm not
23 sure if I knew there was another one.

24 Q. And then just if you would just go to the

Exhibit 23

Andover Youth Services director fired

Flanagan: Investigation found 'misconduct'

By Madeline Hughes mhughes@eagletribune.com May 13, 2021



MADELINE HUGHES/Staff photo. Bill Fahey, former director of Andover Youth Services, packs up his office Thursday after being fired Monday.



ANDOVER — Youth Services Director Bill Fahey was fired Monday night due to misconduct, according to a statement from Town Manager Andrew Flanagan.

It's unclear what sort of misconduct led to the termination because neither Flanagan nor Fahey would disclose the exact reason.

"If we agree that our collectively held values prioritize safety, education, wellness and respect, I have little doubt that the decision that has been made is the right one," Flanagan wrote, describing his frustration at not being able to elaborate more because this is a personnel issue that involves youth program participants.

The decision to fire Fahey came after an eight-week investigation by attorney Regina Ryan from Discrimination and Harassment Solutions, Flanagan said. The town paid \$13,425 for 54 hours of work, according to the town manager. The town began that investigation into Fahey after a referral from an "outside agency," Flanagan said.

Flanagan did not name the outside agency that referred the case to the town.

Fahey was initially suspended on Feb. 5, he told The Eagle-Tribune. Two weeks after his initial suspension he talked to the private investigator hired by the town and "answered lots of questions," he said.

"I still don't know why I was fired," Fahey said.

FAHEY0041

Flanagan said Thursday that because of the conduct disclosed earlier this year from the outside agency and other complaints over the years he decided to fire Fahey. Flanagan would not disclose how many complaints were made.

"My understanding has always been that the work of Andover Youth Services is first and foremost about the kids — not about any one employee. It is through that lens that I evaluated the facts and circumstances found by the investigator relating to Mr. Fahey and his actions and his continued employment as Director of Andover Youth Services," Flanagan wrote.

A tearful goodbye

Fahey worked for the town for 27 years, building the youth services program from its inception.

Surrounded by hugs and tears, Fahey packed his memories and mementos from his Cormier Youth Center office Thursday morning. He and most of his former staff wore their "love and kindness" youth center staff shirts while packing the truck.

"Keep doing what you do — help the kids," Fahey told four youth center staff members as he hugged them goodbye. "Don't let anyone make you feel less than. You know what you do. And don't let anyone make those kids feel less than, either."

~~This isn't the first time Fahey has been in trouble with the town. Fahey was previously suspended from his job in 2017 for about two months after he failed to adequately supervise an employee.~~

At the time, Flanagan said he'd led the administrative investigation that determined a former Youth Services employee engaged in inappropriate conduct toward two program participants. Though the conduct did not violate criminal law, Flanagan called it "highly improper." He said that despite "AYS management's awareness that the conduct had occurred, inadequate steps were taken to address it or to prevent it in the future."

During his long career with the town, Fahey spearheaded the Cormier Youth Center, helping raise \$5 million for the nearly \$8 million building that was approved by voters in 2011.

"For me, it's been a complete journey of love," he said, explaining he's been a person for students to call when they are homesick at college, or even if they need an officiant at a wedding.

"I am devastated," he said. "I've committed 27 years of my life to developing and running an innovative youth service program that is second to none."

"I am very proud of the achievements of the Andover Youth Services but more importantly, I am proud of the kids who have been involved and benefitted from our efforts," Fahey said. "It has been an honor to serve the youth of Andover. I just can't believe this has happened."

Flanagan said firing Fahey will not disrupt the services provided to youth.

"Moving forward, I am prepared to make recommendations that will result in significant investments in Youth Services while continuing to support the team at Andover Youth Services. I can state categorically that this decision had nothing to do with personalities," Flanagan wrote. "I can also state categorically that it had nothing to do with budgetary or financial considerations."

FAHEY0042

"In fact, it is my goal to minimize as much as possible the financial barriers that may currently limit participation in Andover Youth Services programming," he added. "I believe that we can all agree on the common ground that we want the future of Andover Youth Services to be bright and begin taking actions that ensure just that for generations to come."

FAHEY0043

Exhibit 24

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COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT

C.A. NO. 2177CV00572

WILLIAM FAHEY,

Plaintiff,

v.

ANDREW P. FLANAGAN, and

TOWN OF ANDOVER,

Defendants.

DEPOSITION of JESSICA L. PORTER, a witness
called by counsel for the Plaintiff, taken pursuant to
the Massachusetts Rules of Civil Procedure before
Kristen Kelly, Registered Professional Reporter,
CSR No. 115893 and Notary Public in and for the
Commonwealth of Massachusetts, at the Office of
MURPHY LAW GROUP, LLC, 565 Turnpike Street, Suite 72A,
North Andover, Massachusetts, on Tuesday, June 20,
2023, commencing at 1:02 PM.

1 A P P E A R A N C E S:

2

3 MURPHY LAW GROUP, LLC

4 By: Alissa Koenig, Esquire

5 565 Turnpike Street, Suite 72A

6 North Andover, Massachusetts 01845

7 978.686.3200

8 djm@mlgllc.com

9 For the Plaintiff

10

11

12 BRODY, HARDOON, PERKINS & KESTEN, LLP

13 By: Leonard H. Kesten, Esquire

14 699 Boylston Street, 12th Floor

15 Boston, Massachusetts 02116

16 617.880.7100

17 lkesten@bhpkllaw.com

18 For the Defendants

19

20

21

22 ALSO PRESENT:

23 William Fahey

24

1 devices were dropped off for downloading.

2 Q But that's not what you say. You say she was
3 able to access other information from them not that
4 they were dropped off for downloading or dropped off
5 for being looked at. That's not what you said.

6 A Well, I don't know what information she
7 accessed other than that she had a reference, a
8 designated person she contracted with had the ability
9 to access any information on those three devices.

10 Q Besides the 2017 incident were there any
11 other complaints in Mr. Fahey's personnel file?

12 A Not that I recall.

13 Q There were no incidents prior or complaints
14 prior to 2017?

15 A Not that I recall.

16 Q And between 2017 and the incident -- the
17 complaint regarding Ms. Johnson, there were no other
18 incidents or complaints made against Mr. Fahey?

19 A If there were any incidents, they were not
20 reported through his employment and put in his file.

21 Q Are you aware of any complaints made by town
22 employees or the general public against Mr. Flanagan?

23 A What type? Like I guess clarify what you
24 mean by complaints against ...

1 Q Do you have any incidents or complaints? I
2 don't need the specifics.

3 A I mean the only one that comes to mind is
4 obviously this one. And I know that there was some
5 complaints that came from the AYS staff, either shortly
6 before or shortly after they all resigned in August of
7 '21. Those were also investigated and unfounded.

8 Q Prior to the incident at hand here were there
9 any complaints or issues brought by staff or the
10 general public against Mr. Flanagan?

11 A I can't recollect any. Staff have never
12 filed any sort of complaints with me in my time there.

13 Q Do you have any knowledge of any before your
14 time there?

15 A No.

16 Q You don't have knowledge or they don't exist?

17 MR. KESTEN: Huh?

18 Q You don't have knowledge of them or they ...

19 A I don't have any knowledge.

20 Q Okay.

21 MR. KESTEN: It's existential whether
22 something exists or not.

23 MS. KOENIG: Well, she maybe doesn't
24 know they're there, if she doesn't know if they're

Exhibit 25

Tonia Magras
March 14, 2024

Volume I

Pages 1 - 65

Exhibits 1 - 8

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE TRIAL COURT

ESSEX, SS

SUPERIOR COURT

WILLIAM FAHEY, *

Plaintiff, *

DOCKET NO.: 2177CV00572

V. *

ANDREW FLANAGAN, and *

TOWN OF ANDOVER, *

Defendants. *

Deposition of Tonia Magras, called as a witness by counsel for the Plaintiff, pursuant to the applicable provisions of the Massachusetts Rules of Civil Procedure, before Jacqueline P. Travis, RPR, CSR, Professional Court Reporter and Notary Public in and for the Commonwealth of Massachusetts, taken at The Murphy Law Group, LLC, 565 Turnpike Street, Suite 72A, North Andover, Massachusetts, on Thursday, March 14, 2024, commencing at 10:00 a.m.

C.J. REPORTING
P.O. BOX 1372
Andover, Massachusetts 01810
617-763-1725

C.J. Reporting
617.763.1725

Tonia Magras
March 14, 2024

2

1 APPEARANCES:

2

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9 for the Plaintiff

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17 BY: Severlin B. Singleton, III
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19 Leominster, Massachusetts 01453
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21 severlin_singleton@msn.com
22 for the Deponent.

23

24 ALSO PRESENT:
William Fahey, Plaintiff

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Tonia Magras
March 14, 2024

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1 staff type of position.

2 Q. Okay. During the course of your employment
3 there did you ever hear any discussions regarding
4 Bill Fahey?

5 A. Yes.

6 Q. What did you hear?

7 A. It was -- I didn't hear what the issues
8 were, but there was -- I took away that there was a
9 sense that he was very much disliked in the office.

10 Q. And do you know why?

11 A. I didn't know why.

12 Q. And how was it that you came to that
13 impression?

14 A. So my office was right outside the town
15 manager's office and I would hear discussions in Town
16 Manager Flanagan's office. Again, with Deputy Town
17 Manager Mike Lindstrom, Patrick Lawlor, sometimes --
18 oh, I can't remember his first name, but he was the
19 town clerk at the time. Simko was his last name.

20 Q. Austin Simko?

21 A. Austin Simko. Thank you. It was clear that
22 he was not liked. I can't recall specifics, but I --
23 because I had never met Bill Fahey before -- I think
24 I met him maybe once while I was there -- and I

Tonia Magras
March 14, 2024

13

1 remember oh, okay. This is the guy they're talking
2 about. But he didn't -- but Bill Fahey never came
3 into the office. There was never any meeting with
4 Bill Fahey that I heard of or listened in on. It was
5 really just kind of like conversations about him.

6 Q. Okay. And do you recall if the town manager
7 was involved in those conversations?

8 A. Yes. They were in his office.

9 Q. At some point things went south with you
10 at --

11 A. Yes.

12 Q. What occurred?

13 A. I had left to go on vacation and then had a
14 medical procedure that happened right afterwards, so
15 I was gone for maybe a couple weeks. Came back at
16 the beginning of August of 2019. And within several
17 days I received a phone call from Dawne, she was the
18 deputy town clerk at the time, and I don't recall her
19 last name, who was a friend of mine. We would go out
20 to lunch together. We would spend time outside of
21 the office together. I got a phone call from her and
22 she said to me you're going to be fired today. I had
23 no idea what she was referring to. She had all the
24 information. She said that I had published some

Exhibit 26

Supporters call for transparency in firing of Fahey

By Madeline Hughes mhughes@eagletribune.com May 22, 2021



ANDOVER — More than two dozen people called into the Andover Select Board meeting Monday night to voice disapproval for the decision to fire Bill Fahey, the former director of Andover Youth Services.

For more than two hours, residents and former residents pleaded for transparency from the town in why he was fired.

"This is a very impactful decision for our town, and there is a lot of confusion," said Vivian Steinbach of Andover. "And I think in the past with my experiences with Bill and all of the experiences I've ever heard of, he's been a very powerful positive force in the town."

Fahey was fired May 10 by Town Manager Andrew Flanagan after a 12-week suspension, in which time the town hired a private investigator to look into allegations of misconduct brought to the town by an "outside agency," Flanagan said.

People called in to the meeting — mostly in defense of Fahey — with some saying his work was "life-saving" for either themselves or their children.

"He gave a voice to people who didn't feel they had a voice. He made me feel happy at times when I didn't feel so happy, and I appreciate him," said Abraham Mansunzu, who grew up going to the Cormier Youth Center.

Neither Fahey nor Flanagan have commented further on the firing, and the reason behind it remains unspecified.

Select Board member Chris Huntress, who had been informed about the decision and described himself as a friend and supporter of Fahey, said he accepted the decision to fire him. Huntress helped create the center, and his four children attended programs there.

"The reasons behind it make it even more heartbreaking," Huntress said. "As a father and Select Board member I do accept the decision."

FAHEY0039

Select Board members Annie Gilbert, Alex Vispoli and Laura Gregory all voiced support for Flanagan's decision. Member Richard Howe, who joined the board in late March, did not comment.

Many people voiced concern during the meeting that Fahey was fired because of town politics.

"There's a perceived credibility gap between the town and its constituents. And the perception is that somehow it's become personal between the town and Mr. Fahey," said David Tanklefsky, who grew up going to the center.

Pete Michelinie, who also grew up going to the center, said it was a "dangerous precedent" firing Fahey without citing a more specific reason.

"Going forward in the future what is going to stop you from doing this to anyone in your way? As a lot of us know, Andrew (Flanagan) and Bill (Fahey) have butted heads and it seems like this is just yet another part of this battle," Michelinie said.

FAHEY0040

Exhibit 27

Andrew Flanagan

From: Andrew Flanagan
Sent: Friday, February 5, 2021 11:27 AM
To: Annie Gilbert; Laura Gregory; Daniel Koh; Chris Huntress; Alexander Vispoli
Cc: Michael Lindstrom; Patrick Lawlor; Jessica Porter; Jemma Lambert
Subject: Bill Fahey

Members of the Board,

I am writing to inform you that I have placed Bill Fahey on paid administrative leave pending the outcome of an investigation into a report of past misconduct between him and a then-minor involved in the AYS program. The Town received notice from the Essex County District Attorney's Office that it had received a credible complaint against Bill Fahey of alleged misconduct in the past with a minor. I have appointed Attorney Regina Ryan as Special Investigator and she will begin the investigation immediately. Deputy Town Manager Mike Lindstrom and Director of Human Resources Jessica Porter will manage the investigation moving forward.

The complaint is both serious and credible and will be handled accordingly. Should you receive questions about the investigation, the only proper response is that this is a personnel matter that is being investigated based on information provided to the Town by the Essex Country's District Attorney's Office. Any press or media inquiries should be re-directed to my office. It is essential that the information I am providing to you be kept absolutely confidential.

I will keep the Board updated.

Andrew

Andrew P. Flanagan
Town Manager
Town of Andover
36 Bartlet Street
Andover, MA 01810
aflanagan@andoverma.gov
(978) 623-8200

Andrew Flanagan

From: Andrew Flanagan
Sent: Monday, May 10, 2021 3:02 PM
To: Annie Gilbert; Chris Huntress; Alexander Vispoli; Laura Gregory; Richard Howe
Cc: Jessica Porter; Michael Lindstrom
Subject: Bill Fahey

Members of the Board –

I am writing to provide you with an update on the investigation into the complaint received by the Town from the Essex County District Attorney's Office earlier this year regarding alleged misconduct of Bill Fahey. Please see the summary of the process and final decision below:

- In early February, the Town was notified by the Essex County District Attorney that they had received a complaint of misconduct involving Mr. Fahey and a former AYS employee and program participant. The DA's Office advised that the complaint was believed to be credible by both the District Attorney's Office and the State Police, but that no action would be taken by them due to statute of limitations concerns, given the dates of some the alleged conduct.
- Mr. Fahey was immediately placed on paid administrative leave pending investigation, as is customary in all employment situations.
- The Town immediately retained the services of Attorney Regina Ryan for the purposes of investigating the allegations.
- Attorney Ryan spent approximately two months conducting a thorough investigation, including reviewing information received from the DA's Office, interviewing the complainant, other witnesses, and Mr. Fahey, as well as reviewing information obtained from Mr. Fahey's Town-issued cell phone and devices.
- The investigation found that, while some of the allegations were not corroborated, others were, and that Mr. Fahey violated Town policies and inappropriately crossed professional boundaries between himself and program employees/participants in several respects, as well as failing to refer participants to Sobhan Namvar. The investigation concluded that there was "just cause" for discipline under Mr. Fahey's contract, including dismissal.
- My office and Human Resources reviewed the findings of the investigation with Town Labor Counsel John Foskett and Rob Hillman and evaluated the potential impacts and consequences of every possible outcome including termination, suspension and/or reinstatement. Matters considered included risks of general liability to the Town, to employee and program participant health and safety, and the long-term success of Andover Youth Services.

Based on the process and information provided above, I have made two decisions.

First, I have decided that some functions of AYS must be restructured so that the provision of outreach services such as mental health and substance use counseling correlates to the model that is used by other municipalities and that ensures these services are delivered in a professional manner consistent with licensing standards. These services would be provided through a Human Services Division in the Community Services Department, under the supervision of a licensed, qualified employee. Youth services would continue to be provided by AYS reporting to the Director of Community Services. I anticipate that this restructuring may affect some AYS positions, however, should not result in additional FTEs.

Second, I have made the difficult decision that it is in the Town's best interests, in both the short term and the long term, to terminate Mr. Fahey's employment with the Town. The termination will be communicated today and will be effective immediately.

I know that you may receive questions about this matter. As you know, there are restrictions on what can be disclosed publicly regarding personnel matters. In addition, this investigation involves the privacy rights of program participants/their families. The appropriate response to any inquiry should simply be that "Bill no longer works for the Town." If asked, you may also say it is your understanding that the Town performed an investigation after receiving information from an agency outside of the Town. You can also forward any questions to me.

I met with representatives from the Andover Youth Foundation last Wednesday, who had requested a meeting to learn the status of this matter. While they do not yet know the outcome of this process, I have assured them that they can count on my support as we move forward in a way that is in the best interests of the Town, Andover Youth Services, and the Town's residents – especially those who need the Town's outreach services.

This was not an easy process and it has led to a difficult outcome. The process was both fair and thorough and I firmly believe that termination is the most appropriate outcome and in the Town's best interests, based on the findings of the investigation. As is the case with any termination, it is possible that Mr. Fahey will bring litigation over his dismissal. The outcome of any litigation is inherently uncertain. But in making a difficult choice, it is clear to me that the Town must change the method by which it delivers these services to ensure that they are being provided under professional protocols and in conformity with licensing requirements.

We will begin the process of recruiting and selecting an Interim Director of AYS next week, and I will update you on the restructuring process. Please do not hesitate to reach out with any questions.

Best,

Andrew

Andrew P. Flanagan
Town Manager
Town of Andover
36 Bartlet Street
Andover, MA 01810
aflanagan@andoverma.gov
(978) 623-8210

Andrew Flanagan

From: Andrew Flanagan
Sent: Wednesday, May 26, 2021 3:32 PM
To: SelectBoard
Cc: Patrick Lawlor; Jessica Porter
Subject: Role of Andover Police Department

Members of the Board –

An article in today's Eagle Tribune includes a quote from the District Attorney's Office indicating that the matter involving Bill Fahey was referred by the Andover Police Department. I want to clarify the role of the Andover Police Department (APD). Community Support Coordinator Sobhan Namvar is an employee of the APD. The complainant reached out to him initially because they had some familiarity with him from his days working at AYS. He recommended that they meet with the Andover Police Department if they wanted to discuss their complaint. The APD immediately recused itself from the matter because it involved a Town employee. The APD never took a complaint or generated a report and was not involved in this matter other than referring it to the District Attorney's Office. The District Attorney's Office involved the State Police and conducted the investigation. The complaint, including the details of the allegations, was then forwarded to the Town. When the Town was notified that the District Attorney's Office would be forwarding the complaint, we retained the services of Attorney Regina Ryan. The determination that the allegations were credible was made solely by the District Attorney's Office. It was their decision to refer the matter to the Town for further investigation into allegations of misconduct. My office learned about the details of the complaint and allegations after they were forwarded by the District Attorney's Office and reviewed by Attorney Ryan.

Please let me know if you have any questions.

Best,

Andrew

Andrew P. Flanagan
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Exhibit 28

Andrew Flanagan

From: Andrew Flanagan
Sent: Friday, May 14, 2021 9:44 AM
To: Brad Buitenhuys; SelectBoard
Subject: RE: Bill Fahey

Mr. Buitenhuys –

Thank you for the email and for sharing your experience with Mr. Fahey and AYS. I know that AYS has had a positive impact on hundreds, if not thousands, of Andover kids over the years. I have heard many positive stories and testimonials during my time as Town Manager. These stories and testimonials were considered as part of challenging process that ended with a difficult decision.

Please understand that the initial complaint did not originate with the Town and the Town had no role in developing the findings of the investigation. I have a responsibility to all past, current, and future program participants and had to consider the experiences of those that were less positive, and in some cases, harmful. If we agree that our collectively held values prioritize safety, education, wellness, and respect, I have little doubt that the decision that has been made is the right one.

I know there are many people in the community right now who are understandably frustrated by the lack of information and would like more specific details related to my decision. Please know that I have a legal and moral obligation to protect the privacy of all those involved, including past program participants.

I appreciate you sharing your experiences.

Best,

Andrew

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From: Brad Buitenhuys <bradthedutch@gmail.com>
Sent: Wednesday, May 12, 2021 8:31 PM
To: SelectBoard <selectboard@andoverma.us>
Subject: Fwd: Bill Fahey

All,

I wanted to forward you this email sent to Mr Flanagan regarding his decision to fire Bill Fahey. Again, this is a grave error.

Brad Buitenhuys
Lowell Litter Krewe
Lowell Conservation Commission

Andrew Flanagan

From: Andrew Flanagan
Sent: Friday, May 14, 2021 9:56 AM
To: ingrid markman; SelectBoard; Maggie Carter [REDACTED]
Subject: RE: Bill Fahey

Ms. Markman --

Thank you for the email and for sharing your experience with Mr. Fahey and AYS. I know that AYS has had a positive impact on hundreds, if not thousands, of Andover kids over the years. I have heard many positive stories and testimonials during my time as Town Manager. These stories and testimonials were considered as part of challenging process that ended with a difficult decision.

Please understand that the initial complaint did not originate with the Town and the Town had no role in developing the findings of the investigation. I have a responsibility to all past, current, and future program participants and had to consider the experiences of those that were less positive, and in some cases, harmful. If we agree that our collectively held values prioritize safety, education, wellness, and respect, I have little doubt that the decision that has been made is the right one.

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I appreciate you sharing your experiences.

Best,

Andrew

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From: ingrid markman <[REDACTED]>
Sent: Thursday, May 13, 2021 8:48 AM
To: Andrew Flanagan <andrew.flanagan@andoverma.us>; SelectBoard <selectboard@andoverma.us>; Maggie Carter <[REDACTED]>
Subject: Bill Fahey

Good Morning Mr. Flanagan,

I am terribly disappointed and appalled at your decision to fire Bill Fahey. Bill has been a leader in the Andover Community for years. We lived in Andover for 25 years and both of our children participated in the activities of AYS under the leadership of Bill Fahey. Their involvement with AYS, during the school year and every summer, was a

Andrew Flanagan

From: Andrew Flanagan
Sent: Friday, May 14, 2021 10:29 AM
To: Joyce Smith; SelectBoard
Subject: RE: Bill Fahey

Ms. Smith –

Thank you for the email and for sharing your experience with Mr. Fahey and AYS. I know that AYS has had a positive impact on hundreds, if not thousands, of Andover kids over the years. I have heard many positive stories and testimonials during my time as Town Manager. These stories and testimonials were considered as part of challenging process that ended with a difficult decision.

Please understand that the initial complaint did not originate with the Town and the Town had no role in developing the findings of the investigation. I have a responsibility to all past, current, and future program participants and had to consider the experiences of those that were less positive, and in some cases, harmful. If we agree that our collectively held values prioritize safety, education, wellness, and respect, I have little doubt that the decision that has been made is the right one.

I know there are many people in the community right now who are understandably frustrated by the lack of information and would like more specific details related to my decision. Please know that I have a legal and moral obligation to protect the privacy of all those involved, including past program participants.

I appreciate you sharing your experiences.

Best,

Andrew

Andrew P. Flanagan
Town Manager
Town of Andover
36 Bartlet Street
Andover, MA 01810
aflanagan@andoverma.gov
(978) 623-8210

From: Joyce Smith <[REDACTED]>
Sent: Thursday, May 13, 2021 6:16 PM
To: SelectBoard <selectboard@andoverma.us>
Subject: Fw: Bill Fahey

To the board,
I sent the below email to Andrew Flanagan concerning his action against Bill Fahey.
I believe that Bill Fahey has proven his commitment to the youth of the town of andover and that he should be retained as one of the best employees of andover .
Please consider overriding Andrew Flanagan's actions against Bill Fahey.

Andrew Flanagan

From: Andrew Flanagan
Sent: Friday, May 14, 2021 12:04 PM
To: Chris Christoforo; SelectBoard
Subject: RE: Bill Fahey

Good Afternoon Ms. Christoforo –

Thank you for the email and for sharing your experience with Mr. Fahey and AYS. I know that AYS has had a positive impact on hundreds, if not thousands, of Andover kids over the years. I have heard many positive stories and testimonials during my time as Town Manager. These stories and testimonials were considered as part of challenging process that ended with a difficult decision.

Please understand that the initial complaint did not originate with the Town and the Town had no role in developing the findings of the investigation. I have a responsibility to all past, current, and future program participants and had to consider the experiences of those that were less positive, and in some cases, harmful. If we agree that our collectively held values prioritize safety, education, wellness, and respect, I have little doubt that the decision that has been made is the right one.

I know there are many people in the community right now who are understandably frustrated by the lack of information and would like more specific details related to my decision. Please know that I have a legal and moral obligation to protect the privacy of all those involved, including past program participants.

I appreciate you sharing your experiences.

Best,

Andrew

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Andover, MA 01810
aflanagan@andoverma.gov
(978) 623-8210

From: Chris Christoforo <[REDACTED]>
Sent: Friday, May 14, 2021 12:02 PM
To: SelectBoard <selectboard@andoverma.us>; Andrew Flanagan <andrew.flanagan@andoverma.us>
Subject: Bill Fahey

We raised our three children ,now adults, in Andover. We were very involved in Youth Services during their years in middle and high school.

I also volunteered with AYS. I spent a lot of time working directly with Bill on creating programs that were designed to interest even a wider group of kids with different interests. He was great to collaborate with and he moved things forward.

Andrew Flanagan

From: Andrew Flanagan
Sent: Monday, May 17, 2021 9:11 AM
To: Mike Wartman; SelectBoard
Subject: RE: Bill Fahey

Good Morning Mr. Wartman –

Thank you for the email and for sharing your experience with Mr. Fahey and AYS. I know that AYS has had a positive impact on hundreds, if not thousands, of Andover kids over the years. I have heard many positive stories and testimonials during my time as Town Manager. These stories and testimonials were considered as part of challenging process that ended with a difficult decision.

With regard to the process, please know that Mr. Fahey was given the reasons why the Town was considered separating and was also offered an opportunity to meet with me and respond to those concerns. He waived his right to meet with me. Furthermore, please understand that the initial complaint did not originate with the Town and the Town had no role in developing the findings of the investigation. I have a responsibility to all past, current, and future program participants and had to consider the experiences of those that were less positive, and in some cases, harmful. If we agree that our collectively held values prioritize safety, education, wellness, and respect, I have little doubt that the decision that has been made is the right one.

I know there are many people in the community right now who are understandably frustrated by the lack of information and would like more specific details related to my decision. Please know that I have a legal and moral obligation to protect the privacy of all those involved, including past program participants.

I appreciate you sharing your experiences.

Best,

Andrew

From: Mike Wartman <[REDACTED]>
Sent: Saturday, May 15, 2021 2:48 PM
To: SelectBoard <selectboard@andoverma.us>; Andrew Flanagan <andrew.flanagan@andoverma.us>
Subject: Bill Fahey

Dear Select Board Members and Town Manager - I have known and worked with Bill Fahey since he started in Andover twenty seven or so years ago. Bill has accomplished a long list of significant achievements over that time. What is more important is his special ability to empower others to achieve things they might not have thought possible. I have always seen Bill as hard working, creative and innovative, but what stands out the most to me is his passion for reaching out to young people, validating their voices and listening carefully to what they have to say. I am sure you have heard many tributes to the impact Bill has had on many, many lives. It is confusing to me and many others why he has been terminated. I understand that in personnel matters there is much that can not be revealed. Have you extended to this highly regarded, significant contributor to The Town Of Andover, one who has unselfishly given of himself tirelessly well beyond the confines of a normal work day, every opportunity to address your concerns and to make a plan going forward to change and grow in appropriate ways if need be? Were you in Bill's place would you feel satisfied that you had received fair consideration? This man has been a tremendous asset to our town. I do not think it is an exaggeration to say that he has saved lives and brought about tremendous change for good. I hope that you will reconsider this decision.
Thank you,
Mike Wartman