COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. **Division of Administrative Law Appeals**

David Peters,
Petitioner,

v.

Massachusetts Teachers' Retirement System,
Respondent.

No. CR-24-0545

Dated: June 27, 2025

Appearances:
For Petitioner: David Peters (pro se)
For Respondent: Lori Curtis Krusell, Esq.

Administrative Magistrate:
Yakov Malkiel

SUMMARY OF DECISION

A prior decision of this tribunal instructed the respondent board to retire the petitioner for superannuation. That decision became final when it was not appealed. The doctrine of claim preclusion requires the board to comply with the prior decision even though the board has since articulated a new basis for denying the petitioner's retirement application.

DECISION

In 2022, respondent the Massachusetts Teachers' Retirement System (MTRS) denied petitioner David Peters's application to retire for superannuation. This tribunal reversed on appeal, stating that Mr. Peters "is eligible to retire for superannuation." *Peters v. Massachusetts Teachers' Ret. Syst.*, No. CR-22-306, 2024 WL 4582639 (Div. Admin. Law App. June 28, 2024) (*Peters I*). Thereafter, MTRS again denied Mr. Peters's application. His ensuing second appeal was submitted on the papers without objection. I admit into evidence exhibits marked 1-15.

Findings of Fact

1. In the school years 2011-2020, Mr. Peters served as a full-time math teacher in a charter school. His final annual salary in that role was approximately $66,000. (Exhibits 2, 7, 8.)

2. In the school years 2021-2022, Mr. Peters worked at the same school on a part-time basis. His contracts called him a "math intervention program coordinator," prescribed a schedule of 65 days per year, and assigned Mr. Peters an annual salary of $10,000. (Exhibits 2, 4, 7, 8.)

3. In March 2022, Mr. Peters applied to retire for superannuation. MTRS denied the application, stating that Mr. Peters had not accumulated ten years' worth of retirement credit. MTRS explained that Mr. Peters's two years of part-time work entitled him to no credit at all, because (MTRS said): Mr. Peters resigned at the end of the 2020 school year; the resignation terminated his MTRS membership; and as a part-time employee, he had no right to reestablish his membership. (Exhibits 2, 3, 6, 7, 8.)

4. Mr. Peters filed a timely appeal, advocating for a retirement allowance derived from exactly ten years of credit.[1] *Peters I* determined in Mr. Peters's favor that he did not actually resign at the end of the 2020 school year. As a result, Mr. Peters was entitled to retain his MTRS membership and to accumulate prorated retirement credit throughout his two years of part-time work. (*Peters I*, 2024 WL 4582639, at *2.)

[1] Mr. Peters's arithmetic added up 0.4139 years in purchased pre-membership credit, 8.94 years in credit for full-time work, and 0.32 years of credit for each of Mr. Peters's years as a part-time employee. All of these numbers originated with a preliminary credit estimate prepared by MTRS personnel.

5. Operatively speaking, *Peters I* reversed the MTRS decision and announced that Mr. Peters was entitled to retire. In part, the decision stated as follows:

> [Mr. Peters] appeals from a decision of the Massachusetts Teachers' Retirement System denying his application to retire for superannuation. . . .
>
> To retire for superannuation, Massachusetts public employees must "complete[] ten or more years of creditable service." The parties agree . . . that Mr. Peters crosses [the ten-year] threshold if . . . he is granted part-time credit for his part-time work in the school years 2021 and 2022. . . .
>
> Mr. Peters was a member in service during the school years 2021 and 2022, is entitled to part-time retirement credit for his work in those years, and is consequently eligible to retire for superannuation. MTRS's contrary decision is REVERSED.

(*Peters I*, 2024 WL 4582639, at *1-3.)

6. Some weeks after *Peters I* was released, an MTRS attorney wrote to Mr. Peters: "I am aware of the decision and am happy to report that MTRS will not be appealing it. As such, the decision is final. . . . I've sent an email requesting information from the part of the MTRS team that will process your retirement. . . . I'll have you on my radar until you are in pay status." (Exhibit 12.)

7. MTRS personnel then ran new calculations of Mr. Peters's retirement credit for the years 2021-2022. For each of the two years, MTRS started with the sum of Mr. Peters's retirement contributions; extrapolated the total amount of his annual compensation; and divided that figure by the total annual compensation that Mr. Peters had been earning as a full-time math teacher. (Exhibits 1, 5.)

8. The result of MTRS's calculations was that Mr. Peters did not cross the ten-year creditable-service threshold even considering his two years of part-time work. In August 2024,

MTRS informed Mr. Peters that it was again denying his retirement application. Mr. Peters timely filed the current appeal. (Exhibits 1, 13, 14.)

Analysis

"The doctrine of claim preclusion makes a valid, final judgment conclusive on the parties . . . and bars further litigation of all matters that were or should have been adjudicated in the action. . . . This is so even though [a party] is prepared in a second action to present different evidence or legal theories." *Duross v. Scudder Bay Cap., LLC*, 96 Mass. App. Ct. 833, 836 (2020). "The doctrine . . . is a ramification of the policy considerations that underlie the rule against splitting a cause of action." *Massaro v. Walsh*, 71 Mass. App. Ct. 562, 565 (2008).

"The essential elements of claim preclusion are: (1) a final judgment on the merits in [the first] action; (2) an identity of parties . . . in the two suits; and (3) an identity of the cause of action in both the earlier and later suits." *Department of Revenue v. Ryan R.*, 62 Mass. App. Ct. 380, 383 (2004).[2] These elements are present here. For starters, *Peters I* was a final judgment on the merits, *Kobrin v. Bd. of Registration in Med.*, 444 Mass. 837, 844 (2005); *Fant v. Middlesex Cty. Ret. Bd.*, No. CR-13-68, 2016 WL 11956854 (Contributory Ret. App. Bd. Aug. 9, 2016), and Mr. Peters and MTRS were the parties both to *Peters I* and to the current dispute.

The requirement of "identity of the cause of action" is satisfied where "the two actions arose from the same transaction or series of connected transactions." *Laramie v. Philip Morris USA Inc.*, 488 Mass. 399, 411 (2021). "A 'transaction' generally connotes a natural grouping or common nucleus of operative facts." *Id.* *Peters I* and the current appeal both arose from the exact same set of background facts and from the same retirement application. *Peters I* resolved

[2] The related doctrine of issue preclusion bars certain specific issues from being relitigated even in suits arising from different causes of action. *See Kobrin*, 444 Mass. at 843-44. That doctrine is not implicated here.

the dispute over those facts and application. That dispute is not open for relitigation just because MTRS now sees new support for its position in "different evidence or legal theories." *Duross*, 96 Mass. App. Ct. at 836. *See Bagley v. Moxley*, 407 Mass. 633, 638 (1990). *See also Cowgill v. Raymark Indus., Inc.*, 832 F.2d 798 (3d Cir. 1987).

Mr. Peters's right to prevail on the basis of *Peters I* has little to do with whether that decision was correct. The purpose of the doctrine of claim preclusion is "to conserve judicial resources, to prevent the unnecessary costs associated with multiple litigation, and to ensure the finality of judgments." *Alba v. Raytheon Co.*, 441 Mass. 836, 841 (2004). *See Bar Couns. v. Board of Bar Overseers*, 420 Mass. 6, 10-11 (1995). Accordingly, when a party's rights are embodied in a final judgment, it is no defense to say "that the judgment was erroneous." Restatement (Second) of Judgments § 18 (1982). The recourse available to a party upon receiving an erroneous judgment is to "have it set aside or reversed in the original proceeding." *Id.* MTRS could have sought to undo *Peters I* through an appeal or a motion for reconsideration. With those options having been forgone, MTRS's attorney was right to tell Mr. Peters that *Peters I* "is final," that MTRS needs only to "process [Mr. Peters's] retirement," and that he may expect to find himself "in pay status."

The practical question that faced MTRS on remand is exactly how much retirement credit to attribute to Mr. Peters. When a preclusive decision leaves such details open, they may be supplied by the tribunal on a motion for clarification. *See Schuffels v. Bell*, 21 Mass. App. Ct. 76, 78-79 (1985). *See also Ultra Res., Inc. v. Hartman*, 346 P.3d 880, 887-91 (Wyo. 2015); *Keil v. Keil*, 390 N.W.2d 36, 38 (Minn. Ct. App. 1986). In an effort to resolve this well-traveled dispute fairly and speedily, the current decision treats the briefs as if they effectively presented such a motion.

Properly read, *Peters I* entitles Mr. Peters to exactly ten years of credit. Starting with the decision's plain language, it certainly found Mr. Peters to be entitled to no *less* than ten years of credit; but it also neither said nor implied that he had earned any *more* than that. *See generally Sosebee v. Sosebee*, 896 So. 2d 557, 560 (Ala. Ct. Civ. App. 2004). Looking further to the underlying record in *Peters I*, ten years of credit is the amount that Mr. Peters argued for, with no alternative calculation offered by MTRS (which limited its presentation to other issues). *See generally Ruiz v. Snohomish Cnty. Pub. Util. Dist. No. 1*, 824 F.3d 1161, 1167 (9th Cir. 2016); *Rancho Pauma Mut. Water Co. v. Yuima Mun. Water Dist.*, 190 Cal. Rptr. 3d 744, 749 (App. Ct. 2015).[3]

Conclusion and Order

MTRS's decision is REVERSED. Mr. Peters is entitled to retire for superannuation with exactly ten years of retirement credit.

Division of Administrative Law Appeals

/s/ Yakov Malkiel
Yakov Malkiel
Administrative Magistrate

[3] Contrary to MTRS's brief, the new calculation method followed by MTRS in the lead-up to this appeal was not necessarily mandated by 807 C.M.R. § 3.04(1)(b), which specifically regulates the "average annual rate of regular compensation."