RECENT CASES OF INTEREST

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CASES OF INTEREST

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Recent Cases of Note

RECENT CASES	
▪ *Dudley* ▪ *Putnam* ▪ *Myers* ▪ *Back* ▪ *Desisto* ▪ *Kennedy*	▪ *Jarvis* ▪ *Laliberte* ▪ *Kellner* ▪ *Collins* ▪ *Gloucester Ret. Bd.* ▪ *Zuccala*

Dudley v. CRAB & Leominster Ret. Bd. (1)

- **Case No.:** 2584CV00263 (Superior Court)
- **Decision Date:** December 18, 2025
- **Facts:**
  - Mr. Dudley worked as a Police Officer from 1983 to 2015. From 2012 to 2015, there was a Collective Bargaining Agreement ("CBA") where Lieutenants could choose from six different assignments, one being the Officer-In-Charge of the Detectives Bureau which came with a stipend of $4.00 "per each shift actually worked."
  - As the most senior Lieutenant, Mr. Dudley chose the Officer-In-Charge assignment from 2012-2015. He was paid for working five shifts most weeks, but not every week. Additionally, he also became an Acting Chief in 2012 and was provided a stipend of $5,000 annually, which ended in 2016 when a new Captain was appointed.
  - In October 2015, Mr. Dudley filed for retirement and received his retirement allowance calculation, which did not include contributions from the Officer-In-Charge payments or the Acting Chief stipend. Mr. Dudley appealed.

Dudley v. CRAB & Leominster Ret. Bd. (2)

- **In a Nutshell:** CRAB rejected the Officer-In-Charge stipend as regular compensation because it was not "guaranteed." This is consistent with PERAC's position.
- Specifically, CRAB determined that because there was no pattern or schedule which dictated when Mr. Dudley took on the Officer-In-Charge duties, it could not be considered regular or recurring.
- CRAB also found that the Acting Chief pay was not regular compensation because it was of "limited duration" as it only lasted until someone was hired. This is inconsistent with PERAC's position.
- The Superior Court affirmed CRAB's determination because neither payment was "ordinary" in nature and both of limited duration.
- **Final decision.**

Putnam v. Mass. Teachers Ret. Sys. (1)

- **Case No.:** CR-21-0136 (DALA)
- **Decision Date:** August 8, 2025
- **Facts:**
  - Ms. Putnam worked as a school psychologist whose benefits were governed by a Collective Bargaining Agreement ("CBA"). The CBA provided that school psychologists might be required to work up to ten days beyond their regular schedule.
  - From 2017-2021 she was paid to work some additional days. MTRS declined to consider these payments as regular compensation because they were not "guaranteed" payments. Ms. Putnam appealed.

Putnam v. Mass. Teachers Ret. Sys. (2)

- **In a Nutshell:** DALA agreed with MTRS and held that the payments Ms. Putnam received were "per diem" amounts and so did not qualify as regular compensation. The number of hours she worked each summer varied and so they were not regular.
- Even if Ms. Putnam were required to work these hours, they were still paid on a "per diem" basis and were irregular hours from year to year. As such, they did not meet the definition of regular compensation as being "pre-determined, non-discretionary, and guaranteed."
- **Appealed to CRAB.**

Myers v. Mass. Teachers Ret. Sys. (1)

- **Case No.:** CR-21-0015 (DALA)
- **Decision Date:** December 26, 2025
- **Facts:**
  - Ms. Myers was an active member of MTRS from 1985 until 2020. She was a member of the Teachers' Union ("Unit A"). There was also another union for Administrators ("Unit B"). The District she worked for had a STEM Coordinator position, which was part of the Administrators' Union.
  - There was a Collective Bargaining Agreement ("CBA") where teachers could work temporarily in Unit B positions, i.e., for a year or so and then go back to teaching. They would receive increased salary to represent the Unit B position and salary schedule. Instead of teaching, Ms. Myers worked as the STEM Coordinator from 2017-2020 and was compensated. She then filed for retirement because of the COVID pandemic.
  - MTRS declined to classify Ms. Myers' payments received as the STEM Coordinator as regular compensation.

Myers v. Mass. Teachers Ret. Sys. (2)

- **In a Nutshell:** DALA concluded that the payments received by Ms. Myers for working as a STEM Coordinator were regular compensation because they were regular and recurrent.
- DALA found that the STEM Coordinator was a full-time position that required Ms. Myers to perform "core duties" of just that job. She was not working as a teacher but was only working as the STEM Coordinator from 2017-2020.
- DALA found that even though the CBA said the position was "temporary," it was not temporary in the sense that it was a per diem payment or part-time. It meant that someone would be in the position, but not for their entire career.
- **Final decision of CRAB.**

Back v. Barnstable County Ret. Bd. (1)

- **Case No.:** CR-18-0361 (CRAB)
- **Decision Date:** December 17, 2025
- **Facts:**
  - Ms. Back worked as a Police Officer and applied for an accidental disability retirement in October 2016 for right hip injuries sustained because of constantly wearing her equipment belt.
  - Ms. Back was seen by a Regional Medical Panel which found that she was not physically incapable of performing the duties of a police officer. Upon clarification from the Board, the Medical Panel affirmed their prior opinions.
  - The Board denied her application and Ms. Back appealed. DALA affirmed the Board's denial, and Ms. Back appealed to CRAB.

Back v. Barnstable County Ret. Bd. (2)

- **In a Nutshell:** CRAB upheld DALA's decision that Ms. Back was ineligible for an accidental disability retirement benefit because she lacked a positive Medical Panel certification.
- CRAB affirmed previous cases that a positive Medical Panel certification is a condition precedent to an award of accidental disability retirement. Without a positive Medical Panel, a member cannot be awarded accidental disability retirement benefits.
- CRAB concluded that the Medical Panel did not lack significant information and did not apply an erroneous standard in reviewing the application. As such, Ms. Back was not entitled to a new Medical Panel, and her application must be denied.

Desisto v. Boston Ret. Sys. (1)

- **Case No.:** CR-24-0035 (DALA)
- **Decision Date:** June 27, 2025
- **Facts:**
  - In July 2014, Mr. Desisto injured his knees and elbows in a workplace incident. In November 2014, Mr. Desisto became a member of the System as a motor equipment manager. However, while working, he continued to experience pain from the prior 2014 injury.
  - In June 2015, Mr. Desisto was injured during training after being struck by a moving vehicle. In 2020, he applied for an accidental disability retirement benefit for knee injuries from the 2015 incident. The Medical Panel was a majority positive.
  - The Board sent clarification requests to two of the physicians requesting them to determine whether the July 2014 injury was the major cause of disability and not the June 2015 injury. In response, one physician affirmed their prior opinion and the other changed their opinion that the prior work accident was the cause of his disability.
  - As Mr. Desisto now had a negative Medical Panel, his accidental disability application was denied. He appealed that denial.

Desisto v. Boston Ret. Sys. (2)

- **In a Nutshell:** DALA reversed the denial of Mr. Desisto's accidental disability retirement application and remanded the matter for a new Medical Panel.
- DALA found that there were several errors with the reports prior to the clarification requests that were not addressed. Additionally, DALA held that the clarification letter sent by the Board to the two physicians "negatively characterized" Mr. Desisto's testimony and was misleading.
- DALA concluded that the tone of the clarification request expressed bias and was based on a factual misunderstanding of the accidents and injuries.
- **Final decision of CRAB.**

Kennedy v. Boston Ret. Sys. & PERAC (1)

- **Case No.:** CR-23-0010 (DALA)
- **Decision Date:** December 26, 2025
- **Facts:**
  - Ms. Kennedy failed to file her 2019-2021 Annual Statements by April 15th of the relevant tax years. PERAC mailed notices to her that if she failed to comply, her retirement allowance could be terminated by the BRS.
  - In December 2021, the BRS notified Ms. Kennedy of her noncompliance and required she appear at a hearing scheduled for January 2022 to show "good cause" for her failure to timely file. The BRS held the hearing, but Ms. Kennedy did not appear. In July 2022, the BRS terminated Ms. Kennedy's disability retirement allowance pursuant to G.L. c. 32, s. 91A.
  - In December 2022, Ms. Kennedy submitted her 2019-2021 Annual Statements, and her retirement allowance was reinstated. She requested the retroactive retirement allowance for July and August 2022, the period her benefit was terminated, as she was now in compliance. The Board denied this request and Ms. Kennedy filed a timely appeal.

Kennedy v. Boston Ret. Sys. & PERAC (2)

- **In a Nutshell:** DALA affirmed the Board's denial to pay Ms. Kennedy the two months of retirement allowance during the period of her termination. DALA highlighted Section 91A's strict language for after a retiree comes into compliance with the filing requirement.
- DALA found that while Ms. Kennedy did raise some issues during the proceedings that could be constituted as "good cause" for failure to timely file her statements, they were not raised at the Board hearing which "is the forum in which these issues must be raised."
- DALA held that since Ms. Kennedy's retirement allowance was terminated from July to December 2022 for failure to comply with the filing of her Annual Statements with PERAC, and she did not provide "good cause" at the Board hearing, Section 91A is clear that she is not entitled to receive a retroactive payment for those months.
- **Final decision of CRAB.**

Jarvis v. Boston Ret. Sys. (1)

- **Case No.:** CR-24-0531 (DALA)
- **Decision Date:** October 31, 2025
- **Facts:**
  - Mr. Jarvis retired for accidental disability retirement in 2009. After submitting his Annual Statements of Earned Income for 2017-2022, PERAC determined that he exceed his earnings limitation each year.
  - In June 2024, Mr. Jarvis was notified that he owed approximately $120,000 back to the Board. His allowance was suspended to collect the amount due, and he appealed arguing that he should not have to repay all the money because of his financial circumstances and that a portion of the amount owed could be waived.

Jarvis v. Boston Ret. Sys. (2)

- **In a Nutshell:** DALA found that Mr. Jarvis was not eligible for a waiver of his Section 91A "excess earnings" pursuant to G.L. c. 32, s. 20(5)(c)(3) because he had "reason to believe" that he was exceeding his earnings limitation.
- Additionally, even if the three prongs of Section 20(5)(c)(3) were met, the Board still has the discretion to grant the waiver. Here, there would have been no abuse of that discretion in a decision to deny the waiver.
- **Final decision of CRAB.**

Laliberte v. New Bedford Ret. Sys. (1)

- **Case No.:** CR-21-0547 (DALA)
- **Decision Date:** August 8, 2025
- **Facts:**
  - In 2015, Ms. Laliberte requested a calculation from the Board concerning her estimated retirement allowance if she were to retire in 2015 and 2017. Both estimates showed an estimated retirement allowance between $900 and $1,000.
  - She ultimately filed her retirement application to retire effective October 2015. Ms. Laliberte subsequently received a letter informing her of her retirement allowance amount and began receiving a monthly benefit of $1,500.
  - In 2021, a PERAC audit determined that Ms. Laliberte was receiving an incorrect retirement allowance amount (should have been $900/month) and owed the Board approximately $49,000 in overpaid benefits. Ms. Laliberte requested that the Board waive her overpayment, which they declined. The Board suspended her benefit until the overpayment was repaid.

Laliberte v. New Bedford Ret. Sys. (2)

- **In a Nutshell:** DALA affirmed the retirement board's refusal to waive the repayment of the overpaid retirement allowance pursuant to G.L. c. 32, s. 20(5)(c)(3) because it is within the discretion of a retirement board to grant a waiver.
- The Board concluded that Ms. Laliberte "knew or should have known" that an error existed because she received two previous retirement estimates that were more closely aligned with the $900 a month payment. DALA held that the Board did not abuse its discretion as the decision was not arbitrary or capricious.
- **Appealed to CRAB.**

Kellner v. State Bd. of Ret. (1)

- **Case No.:** CR-24-0276 (DALA)
- **Decision Date:** September 19, 2025
- **Facts:**
  - In October 2020, Ms. Kellner mailed an application to buyback her prior contract service to the Board.
  - In March 2021, Ms. Kellner mailed her retirement application to the Board and noted that she had previously sent a request to buyback her prior contract service. She answered "Yes" on the retirement application that she had a buyback in process.
  - Ms. Kellner retired in May 2021 but still had not completed her buyback. She reached out to the Board and was informed in December 2022 that they never received her buyback application. She then sent another copy of it to the Board. In April 2024, the Board denied her buyback request because she was not longer a "member in service." Ms. Kellner appealed.

Kellner v. State Bd. of Ret. (2)

- **In a Nutshell:** DALA reversed the Board's denial as Ms. Kellner mailed her request to purchase her prior contract service while she was still a member in service.
- DALA found that Ms. Kellner met her burden of proving by a preponderance of the evidence that she mailed her buyback application in October 2020. She specifically referenced this buyback application in her retirement paperwork and had reached out to the Board on multiple occasions to inquire on its status. DALA concluded that Ms. Kellner was entitled to purchase her contract service.
- **Final decision of CRAB.**

Collins v. Mass. Teachers' Ret. Sys. (1)

- **Case No.:** CR-24-0244 (DALA)
- **Decision Date:** March 14, 2025
- **Facts:**
  - Ms. Collins worked as a teacher in Connecticut from 1995-1998 and in Boston from 1998-2010. She joined the MTRS system in 2016 and, while a member, requested to purchase her Connecticut service and redeposit her withdrawn deductions from Boston.
  - Her buyback was initiated under a 5-year installment plan at the "buyback" interest rate. She made timely payments from 2017-2019 but defaulted on her payments in 2020.
  - In 2023, she asked MTRS to restart her payment plans and MTRS agreed but issued new invoices using the "actuarial assumed" interest rate. Ms. Collins appealed.

Collins v. Mass. Teachers' Ret. Sys. (2)

- **In a Nutshell:** DALA held that since Ms. Collins entered into installment agreements in connection with two purchases of retirement credit under G.L. c. 32, s. 3, she was initially properly quoted her payment using the "buyback" interest rate.
- However, since she defaulted on the payments, MTRS was correct in assessing her continued payments using the "actuarial assumed" interest rate.
- **Final decision of CRAB.**

Gloucester Ret. Bd. v. PERAC, et. al. (1)

- **Case No.:** CR-22-0452 (DALA)
- **Decision Date:** May 30, 2025
- **Facts:**
  - Following the Supreme Judicial Court Decision in *Plymouth Ret. Bd. v. CRAB & PERAC*, 483 Mass. 600 (2019) ("*Gomes*"), PERAC issued two memoranda: #11 of 2020 and #38 of 2020 instructing that to purchase service under G.L. c. 32, s. 4(2)(b), the member must have earned at least $5,000 per G.L. c. 32, s. 4(1)(o), inclusive of detail pay and overtime.
  - In March 2022, the Board requested PERAC clarify its Memos issued in the wake of the *Gomes* decision, specifically whether the public retirement law requires retirement boards, when calculating creditable service under Section 4(2)(b), to include overtime pay for the purpose of exceeding the "Under $5,000 Rule."
  - In October 2022, PERAC declined to reconsider its previous directives and provided the Board with appeal rights.

Gloucester Ret. Bd. v. PERAC, et. al. (2)

- **In a Nutshell:** PERAC argued that while overtime and detail pay is excluded as regular compensation, Section 4(1)(o) was read as "receiving regular compensation," much of the Section 4(2)(b) service would not fit into the definition of "regular compensation" and therefore, would be unable to be purchased. The service being purchased is sporadic and not guaranteed, which would normally not be considered "regular compensation."
- DALA found that PERAC's explanation of why detail pay should be included was "simple and persuasive" and "conform[ed] to the statute's intent."
- DALA agreed with PERAC that to limit Section 4(1)(o) to only including "regular compensation" payments as part of the $5,000 calculation would effectively eliminate the ability to purchase service under Section 4(2)(b), a result that the Legislature could not have intended.
- **Appealed to CRAB.**

Zuccala v. Arlington Ret. Bd. & Zuccala (1)

- **Case No.:** CR-24-0521 (DALA)
- **Decision Date:** May 23, 2025
- **Facts:**
  - Mr. Zuccala and his wife divorced in 2019 and entered into a domestic relations order ("DRO") entitling Ms. Zuccala to half of the retirement benefits attributed to the years the couple was together. In 2020, Mr. Zuccala sustained a disabling back injury and was placed on Workers' Compensation. He applied for and was approved for accidental disability retirement in 2024.
  - The Board calculated the amount Ms. Zuccala was to receive after the Workers' Compensation offset on the full benefit and then on her portion of the benefit per G.L. c. 32, s. 14. She appealed the final amount, believing she was not subject to a separate offset.

Zuccala v. Arlington Ret. Bd. & Zuccala (2)

- **In a Nutshell:** Pursuant to G.L. c. 32, s. 14, Mr. Zuccala's accidental disability retirement benefit must be offset because of his receipt of Workers' Compensation. The DRO can only be implemented after Mr. Zuccala's offset and final retirement allowance calculation is determined.
- DALA determined that the Board was incorrect in taking an additional offset from Ms. Zuccala's portion. The DRO does not create a "new" pension but only "shares" the member's own pension with the ex-spouse. As such, the entire benefit only needs to be offset by the Workers' Compensation one time.
- **Appealed to CRAB.**

QUESTIONS??

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Recent Cases of Note

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▪ *Langsam* ▪ *Combra* ▪ *Cruz* ▪ *Diaz* ▪ *Platt* ▪ *Segalla*	▪ *BPHC (Fox)* ▪ *Connolly* ▪ *Swartz* ▪ *DiBella* ▪ *O'Brien* ▪ *Raftery*

Langsam v. State Ret. Bd. (1)

- **Case No.:** CR-22-0437 (DALA, Mar. 14, 2025)
- **Facts:**
  - In 2001, Ms. Langsam began working as an assistant district attorney for the Middlesex District Attorney's Office.
  - From 2021-2023, Ms. Langsam was "on loan" to the Department of Justice and worked overseas in Niger. The Middlesex DA was reimbursed for the cost of her salary and benefits, but she only occasionally sent emails related to her work for the Middlesex DA.
  - Ms. Langsam continued to receive creditable service while overseas. In 2022, the Board found that she should have been considered an inactive member beginning in April 2021 and should not have received creditable service after that date. Ms. Langsam appealed.

Langsam v. State Ret. Bd. (2)

- **In a Nutshell**: DALA held that during Ms. Langsam's overseas placement, she was not an employee entitled to creditable service.
- To be an employee for Chapter 32 purposes, she must have been paid by, and regularly and permanently employed in service to, a political subdivision of the Commonwealth.
- Ms. Langsam was paid by the Middlesex DA, but occasional emails and assistance to former coworkers were not sufficient to show that she was "regularly and permanently employed" in service to the Middlesex DA.
- **Final decision of CRAB.**

Combra v. CRAB (1)

- **Case No.:** 2583CV00256 (Superior Court, Feb. 6, 2026)
- **Facts:**
  - Deborah Combra was a DMH employee who attended an off-site meeting with several coworkers. After the meeting, the group went to lunch nearby.
  - The group discussed work-related issues for about 10-15 minutes at lunch, and another 10-15 minutes in the parking lot afterwards. The lunch meeting was not mandatory, and no notes were taken.
  - On the way back to her Brockton office, Ms. Combra was in a fatal collision. The Board denied her husband's application for accidental death benefits. DALA reversed the Board's decision, and CRAB reversed DALA's decision. Ms. Combra's son appealed.

Combra v. CRAB (2)

- **In a Nutshell**: the Superior Court held that Matthew Combra was entitled to accidental death benefits, because Ms. Combra died as a natural and proximate result of an injury sustained in the performance of her job duties.
- The Superior Court found that Ms. Combra was engaged in the performance of her job duties at the time of her death, as she was traveling from one work obligation to another.
- Work obligations need not be pressing or scheduled in advance to qualify as performance of job duties; although the lunch meeting was not mandatory, it was a continuation of the work meeting Ms. Combra had been attending earlier in the day.
- **Final Decision.**

Cruz v. Boston Ret. Bd. (1)

- **Case No.:** CR-23-0607 (DALA, Aug. 8, 2025)
- **Facts:**
  - Mr. Cruz began working for the Boston Police Department in 2001 and became a patrol officer in 2004.
  - In 2021, Mr. Cruz used the bathroom after returning to the police station. He then intended to report to the sergeant on duty but fell down the stairs and injured his back and neck.
  - Later that year, Mr. Cruz applied for accidental disability retirement based on his injuries. The Board declined to process his application, and Mr. Cruz appealed.

Cruz v. Boston Ret. Bd. (2)

- **In a Nutshell**: DALA held that Mr. Cruz was not injured as a result of and in the performance of his job duties.
- At the time of his injury Mr. Cruz was not performing a work obligation, nor traveling from one place where he had a work obligation to another such place.
- Injuries suffered while using the restroom or returning from the restroom are not compensable for ADR purposes.
- **Final decision of CRAB.**

Diaz v. Boston Ret. Bd. (1)

- **Case No.:** CR-24-0071 (DALA, Aug. 8, 2025)
- **Facts:**
  - Mr. Diaz has been employed as a Boston Police Officer since 2006, and in 2013 was assigned to the Department's "Bomb Squad."
  - While reporting to work at the Bomb Squad's headquarters in 2021, Mr. Diaz fell and injured his bicep, knee, and lower back.
  - In 2022, Mr. Diaz filed for accidental disability retirement based on his injuries. The Board declined to process his application, and Mr. Diaz appealed.

Diaz v. Boston Ret. Bd. (2)

- **In a Nutshell**: DALA held that Mr. Diaz was not injured as a result of and in the performance of his job duties.
- At the time of his injury Mr. Diaz was not performing a work obligation, nor traveling from one place where he had a work obligation to another such place.
- An individual who is injured while commuting to work cannot be awarded ADR. That Mr. Diaz was in uniform and ready to respond to an emergency is not sufficient.
- **Final decision of CRAB.**

Platt v. State Ret. Bd. (1)

- **Case No.:** CR-22-0481, CR-25-0208 (DALA, Feb. 20, 2026)
- **Facts:**
  - In 2008, Ms. Platt began working for the Bristol County Sheriff's Office. Ms. Platt's pre-employment physical found that she was able to perform the job without accommodations but included no other details.
  - In 2022, Ms. Platt began feeling ill while at work and was informed by doctors that she had had a heart attack.
  - Later that year, Ms. Platt applied for accidental disability retirement under the Heart Law. The Board denied the application, on the grounds that her pre-employment physical was insufficient. Ms. Platt appealed.

Platt v. State Ret. Bd. (2)

- **In a Nutshell**: DALA held that Ms. Platt was not entitled to the benefit of the Heart Law presumption because she did not establish that her pre-employment physical failed to reveal evidence of a cardiac condition.
- The Heart Law requires an applicant to have passed a pre-employment physical which revealed no evidence of hypertension or a cardiac condition.
- Ms. Platt passed her pre-employment physical. That could mean she had no evidence of heart disease, or it could mean that there were signs of heart disease which were not disqualifying.
- **Final decision of CRAB.**

Segalla v. Reading Ret. Bd. (1)

- **Case No.:** CR-21-0368 (DALA, Aug. 8, 2025)
- **Facts:**
  - Mr. Segalla began working as a Reading Police Officer in 1996, eventually becoming chief of police in 2016.
  - In his career, Mr. Segalla responded to several violent car crashes and serious injuries. Following a 2018 incident in which another Reading police officer shot and killed a civilian, Mr. Segalla became anxious and depressed.
  - In 2020, Mr. Segalla applied for accidental disability retirement on the basis of post-traumatic stress disorder, due to the "cumulative effects" of his career. The Board denied Mr. Segalla's application, and Mr. Segalla appealed.

Segalla v. Reading Ret. Bd. (2)

- **In a Nutshell**: The routine stressors of ordinary police work are not sufficiently uncommon to warrant an accidental disability retirement.
- An applicant seeking accidental disability retirement must prove that their incapacity was caused by a workplace injury or hazard; either a single event or series of events, or a gradual deterioration due to a condition not common or necessary to a great many occupations.
- Mr. Segalla did not properly identify an event or series of events which caused his incapacity and provide associated injury reports. Nor is stress experienced by all police, firefighters, law enforcement, and first responders “uncommon.”
- **Mr. Segalla has appealed to CRAB.**

Boston Pub. Health Comm. v. Boston Ret. Bd. (1)

- **Case No.:** CR-22-0357 (DALA, Dec. 12, 2025)
- **Facts:**
  - Ms. Fox began working for Boston EMS in 1995. She worked largely in dispatch, but in 2016 was reassigned as a lieutenant in the field.
  - Later that year, Ms. Fox grabbed and restrained a man threatening to jump from the roof of a building. In the process, she injured her right knee and shoulder.
  - In 2020, Ms. Fox applied for accidental disability retirement on the grounds that she was no longer able to work as a field technician. The Board granted her application, and her employer appealed on the grounds that she could work in dispatch.

Boston Pub. Health Comm. v. Boston Ret. Bd. (2)

- **In a Nutshell**: DALA held that the alternative position BPHC offered Ms. Fox was not sufficiently similar in responsibility or purpose.
- Dispatchers take 911 calls, dispatch ambulances, and coordinate with hospitals. Field technicians are assigned to ambulances are responsible for treating, stabilizing, and transporting patients.
- The fact that both positions support the mission of the organization is insufficient; a shortstop and a hot dog vendor both support the mission of a baseball team, but one plays baseball and the other sells food.
- **Final decision of CRAB.**

Connolly v. State Ret. Bd. (1)

- **Case No.:** CR-24-0075 (DALA, Feb. 21, 2025)
- **Facts:**
  - Sean Connolly joined the Beverly Police Department in 1995. While on duty in 2009, he suffered a severe concussion during a motor vehicle accident.
  - Following the injury, Mr. Connolly began to suffer from severe depression and multiple cognitive deficits. He was involuntarily retired in 2012.
  - In 2020, Mr. Connolly died of a self-inflicted gunshot wound. Jennifer Connolly, his surviving spouse, filed an application for benefits under G.L. c. 32 § 100A. The Board denied the application and Ms. Connolly appealed.

Connolly v. State Ret. Bd. (2)

- **In a Nutshell**: Where her husband's suicide was proximately caused by his line-of-duty injuries, Ms. Connolly is entitled to survivor's benefits under G.L. c. 32, § 100A.
- Three medical experts found that the 2009 motor vehicle accident caused the depression and cognitive difficulties which led to Mr. Connolly's suicide. There was insufficient contrary evidence to controvert this expert opinion.
- The fact that Mr. Connolly died eleven years after the incident which caused his death is not dispositive; the incident itself occurred in the line of duty.
- **The Board has appealed to CRAB.**

Swartz v. Barnstable Cty. Ret. Bd. (1)

- **Case No.:** CR-24-0247, CR-25-0338 (DALA, Sep. 19, 2025)
- **Facts:**
  - Mr. Swartz was a firefighter and paramedic with the Bourne Fire Department. He was terminated from his position in 2018 and applied for superannuation retirement shortly thereafter.
  - In 2021, the Civil Service Commission ordered that Mr. Swartz be reinstated to his position. In 2023, Mr. Swartz filed an application for reinstatement and repaid the gross amount of the retirement allowance he had received.
  - The Board denied the application because Mr. Swartz had crossed out sections of the form related to his reinstatement date and post-reinstatement work requirements. Mr. Swartz appealed.

Swartz v. Barnstable Cty. Ret. Bd. (2)

- **In a Nutshell**: Mr. Swartz's application should have been granted, and he will be subject to the requirements of G.L. c. 32, § 105.
- Where Mr. Swartz crossing out portions of the application had no legal effect, the Board could have accepted the application.
- Section 105 requires that a reinstated retiree must be employed for five years in order to receive creditable service for their reinstatement service. The Civil Service Commission did not create an exception to that rule and lacks the authority to do so.
- **Final decision of CRAB.**

DiBella v. Quincy Ret. Bd. (1)

- **Case No.:** CR-25-0202 (DALA, Dec. 26, 2025)
- **Facts:**
  - Mr. DiBella worked as an animal control officer in the Quincy Police Department for over 40 years. In June 2024, Mr. DiBella applied for superannuation retirement and selected Option A, the life annuity.
  - In July 2024, Mr. DiBella was diagnosed with Alzheimer's disease. In October 2024, he was admitted to a full-time memory care facility.
  - Mr. DiBella's nephew Mr. Parrish asked the Board to modify Mr. DiBella's retirement option from A to B. The Board declined and Mr. Parrish appealed.

DiBella v. Quincy Ret. Bd. (2)

- **In a Nutshell**: Mr. DiBella's choice of option is voidable by an appropriate representative acting on his behalf and in his best interest (Mr. Parrish), because he lacked the capacity to understand the nature and consequences of his choice.
- At the time of his option selection, Alzheimer's disease had rendered Mr. DiBella unable to make informed financial decisions.
- Voiding Mr. DiBella's Option A selection will result in an Option B allowance with no beneficiary.
- **Final decision of CRAB.**

O'Brien v. Revere Ret. Bd. (1)

- **Case No.:** CR-24-0266 (DALA, Feb. 7, 2025)
- **Facts:**
  - Mr. O'Brien was employed by the City of Revere as its Economic Development Director between 2016 and his resignation in 2023.
  - In 2018, Mr. O'Brien signed a Beneficiary Selection Form designating his wife, Ms. O'Brien, his Option D beneficiary.
  - On February 19, 2024, Mr. O'Brien died. At the time of his death, he and Ms. O'Brien had been married for 59 years and were cohabitating. The Board notified Ms. O'Brien that she was entitled to an Option D allowance. Ms. O'Brien appealed, instead seeking a refund of his contributions.

O'Brien v. Revere Ret. Bd. (2)

- **In a Nutshell**: Ms. O'Brien is entitled only to an Option D retirement allowance and cannot receive a refund of Mr. O'Brien's retirement contributions.
- An Option D beneficiary designation is not revoked by a resignation, only by a retirement.
- There are no exceptions in the statute that allow a designated Option D beneficiary to waive the allowance and instead receive a refund of retirement contributions.
- **Final decision of CRAB.**

Raftery v. State Ret. Bd. (1)

- **Case No.:** SJC-13646 (Supreme Judicial Court, Aug. 7, 2025)
- **Facts:**
  - Mr. Raftery was a State Police Trooper from 1996 until 2018. In 2015 and 2016, he was paid for 700 overtime hours he did not work and falsified motor vehicle citations to justify that pay. Mr. Raftery began receiving a superannuation retirement allowance in 2018. Later that year, he pleaded guilty to embezzlement and was sentenced to 3 months' imprisonment and ordered to pay $51,337.50 in restitution.
  - In 2019, the Board suspended Mr. Raftery's retirement allowance. In 2022, the Board informed Mr. Raftery that he was not entitled to retirement benefits and would receive a refund of his contributions less the gross value of benefits received prior to the suspension and any tax or insurance payments.
  - Mr. Raftery sought judicial review by the District Court, which ruled for the Board. He further appealed to the Supreme Judicial Court.

Raftery v. State Ret. Bd. (2)

- **In a Nutshell**: Mr. Raftery's pension forfeiture is a fine proportional to his offense and is not excessive or a cruel and unusual punishment.
- The Court weighed the forfeiture against (1) the nature and circumstances of the offense; (2) whether the offense was related to other illegal conduct; (3) the maximum sentence that could have been imposed; and (4) the harm caused by the offense.
- The total present value of Mr. Raftery's benefits was approximately $1 million. There was no other illegal conduct at issue, but he engaged in a prolonged fraud of his employer and could have been sentenced to ten years of imprisonment and a $250,000 fine. His actions caused significant financial harm and breach of public trust.
- Even if the "cruel and unusual punishment" analysis applied to a fine, this punishment is proportional and does not shock the conscience.

QUESTIONS??