

From: [Rowntree, Laura](#)
To: mike@tarrantgillies.com
Cc: [Lord, Peggy](#); [Mishaan, Jessica](#)
Subject: Public Records Act Request - Hosmer
Date: Friday, September 30, 2022 3:41:15 PM
Attachments: [PRA - Tarrant-Hosmer.pdf](#)

Dear Mr. Tarrant,

Please see the attached correspondence with attachments in response to your September 27, 2022 Public Records Act request.

Regards,
Laura

Laura C. Rowntree
Assistant Attorney General
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609
E-mail: laura.rowntree@vermont.gov
Phone: (802) 595-3717
Pronouns: she/her/hers

*****Please note my new phone number**

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SUSANNE R. YOUNG
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E.B. LONDON
CHIEF ASST. ATTORNEY GENERAL



TEL: (802) 828-3171

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STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

September 30, 2022

E-MAIL: mike@tarrantgillies.com
Michael Tarrant
44 East State Street
P.O. Box 1440
Montpelier, VT 05601-1440

Re: *Public Records Request*

Dear Mr. Tarrant:

I write in response to your Public Records Act request dated September 27, 2022.

You requested: "From March 4, 2018 to present, agreements or settlements or payments of any nature between the State of Vermont and [name of minor] , or between the State of Vermont and someone on behalf of [name of minor] ."

The documents pertaining to your request are attached. (PRA-Tarrant-Hosmer-001-05).

To the extent you feel information has been withheld in error, you may appeal in writing to the Deputy Attorney General, Joshua Diamond:

Joshua Diamond
Deputy Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

Thank you for contacting the Vermont Attorney General's Office.

Sincerely,

/s/ Laura C. Rowntree

Laura C. Rowntree
Assistant Attorney General

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Todd Hosmer and the State of Vermont hereby agree as follows:

1. Consideration. The State shall pay Hosmer the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) in full and complete settlement and release of all claims. This sum shall be paid within thirty (30) days of the effective date of this Agreement;

2. General Release. In consideration of the payment pursuant to Section 1, as well as the other terms of this agreement, the receipt and sufficiency of which is hereby acknowledged, Hosmer (the "Releasor") on his behalf and on behalf of his heirs, beneficiaries, executors, administrators, successors, and assigns (collectively the "Releasors") does hereby voluntarily and irrevocably remise, release and forever discharge the State of Vermont, including any additional agencies, departments, subdivisions, insurers, successors, assigns and all of their current and former employees, including Bill Soule, Heather Waterbury, Dave Fitts, Kathy Astemborski, Dave Bovat, and Defendant Doe, officers, directors, agents, contractors, adjusters, attorneys, and representatives, in both their official and personal capacities (collectively the "Releasees"), of and from any and all manner of action and actions, cause and causes of action, suits, debts, judgments, executions, claims and demands whatsoever known or unknown, in law or equity, including any claims for attorneys' fees or costs, which the Releasors ever had, now have, or may have against the Releasees, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of this Release and particularly including, but without in any manner limiting the foregoing, any claims that were or could have been asserted related to the Defendants' supervision of Frank Sanville who was granted furlough in February of 2018 and supervised while on furlough from February 20, 2018 to March 4, 2018.

3. Medicaid and Medicare. It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicaid and/or Medicare system. Instead, this

settlement is intended to resolve a dispute between the Parties. In order to ensure compliance with Medicaid and/or Medicare and applicable federal regulations, the Releasor acknowledges that he and his attorneys have, to the extent required by law, reported this claim to the Centers for Medicare and Medicaid Services (CMS). The Releasors acknowledge that Medicaid and/or Medicare will be reimbursed out of these settlement proceeds for any and all payments made in the past. Releasors further acknowledge, warrants, and agree to satisfy all liens, reimbursement rights, subrogation interests or claims, including any automatic liens or obligations created by federal and/or state law, of medical assistance, Medicaid, Medicare, child support, income tax, and of any doctor, hospital, insurance carrier, including for medical insurance and automobile insurance, non-profit hospital and medical service organization, state or governmental agency, attorney or any other person, firm or corporation, which have been made or may be made in the future against the payments described in this Settlement Agreement; and the Releasors further agree to hold harmless, and to defend and indemnify the Releasees from and against any suits, claims, cross-claims, judgments, costs or expenses of any kind, including attorneys' fees, arising from the assertion of any such liens, reimbursement right, subrogation interest or claim;

4. Attorneys' Fees. Each party hereto shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with any and all related claims, this Settlement Agreement and the matters and documents referred to herein, releasing claims against the Releasees, and all related matters;

5. Representation of Comprehension of Document. By entering into this Agreement, the Releasor represents that he has relied upon the advice of his own attorney, who is the attorney of his choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to him by his attorney; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by him; and

6. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim or admits any liability therefore. It is understood that this settlement is the compromise, accord, and satisfaction of disputed claims, and that the Release and any consideration therefore is not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied. It is further agreed and understood that this payment and compromise settlement is made to terminate further controversy with respect to all claims for damages that the Releasors asserted or could have asserted against Releasees for damages arising from any matter, cause, or thing whatsoever. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. All Parties were represented by counsel in the drafting of this Agreement. The presumption against the drafter shall not apply to the construction of this Agreement. Photocopies of this Agreement shall be as effective as the original. The Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterparty containing the signatures of all parties hereto. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

7. Dismissal. Hosmer agrees to file with the Court a Stipulation of Dismissal, with prejudice and without costs to any party, within ten (10) days of the effective date of this agreement.

Todd Hosmer
Settlement Agreement and General Release

Julie Roth
Agent for the State

8/22/22
Date

Todd Hosmer
Todd Hosmer
Releasor

8.20.22
Date

STATE OF VERMONT, COUNTY OF Windsor

On this the 20th day of August, 2022, before me personally appeared Todd Hosmer, known to me (or satisfactorily proven) to be the person whose name was subscribed to the foregoing Release and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

[Signature]
Notary Public

My commission expires 1/31/2025

Approved as to form:

[Signature]
Allison A. Ericson
Counsel for Todd Hosmer

8/20/2021
Date

Lindsay Browning 8/25/22
Lindsay N. Browning Date
Counsel for the State of Vermont

STATE OF VERMONT

11-24
1210(8)

AS ADMINISTRATOR OF:
State of Vermont

CHECK NUMBER
34957

CHECK DATE
09/01/22

PAY EXACTLY: *Fifty thousand and 00/100 Dollars*

*****\$50,000.00

PLEASE CASH IMMEDIATELY
VOID AFTER 90 DAYS

THE LAW OFFICE OF ALLISON ERICSON PC
IN TRUST FOR TODD HOSMER

PAY
TO
THE
ORDER
OF

Claim No.	D/A	Claimant	From	Thru	Remittance
[REDACTED]	03/04/2018	Todd Hosmer	08/31/2022	08/31/2022	*****\$50,000.00

Invoice Reference/Comments

Full & Final Settlement