



**KOPELMAN AND PAIGE, P.C.**  
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April 10, 2009

**Joseph S. Fair**  
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BY FACSIMILE (617) 262-0046  
AND FIRST CLASS MAIL

Robert A. George, Esq.  
Robert A. George and Associates, P.C.  
111 Huntington Avenue, Suite 600  
At The Prudential Center  
Boston, MA 02199

Re: Commonwealth v. Manuel J. Cachopa  
Norfolk Superior Court C.A. No. 05-0130 (002-003)

Dear Mr. George:

As you know, this firm is counsel to the Town of Stoughton. Recently, a copy of your April 8, 2009 letter to Manuel J. Cachopa was delivered to the Town by his wife, Arlene Cachopa, along with a copy of a statement for professional services rendered by you to Mr. Cachopa in the total amount of \$549,600.00. In addition, a copy of your representation agreement with Mr. Cachopa, excerpts from the collective bargaining agreement between the Town and the International Brotherhood of Superior Officers, Local 400 ("IBPO") and a printout of the criminal docket from the above-referenced matter were also included. The Town has asked that I respond to your letter on its behalf.

In your letter, you instruct Mr. Cachopa to present your bill for services to the Town "for immediate payment pursuant to the terms of [his] employment contract while [he] served as Chief of Police." I am presuming, given the excerpts that accompanied your letter, that the "contract" to which you are referring is the collective bargaining agreement ("CBA") between the Town and the IBPO. However, please be advised that Article I of that CBA expressly excludes the position of Police Chief and thus, Mr. Cachopa was not covered by that CBA. Rather, the position of Police Chief is actually one that is covered by the CBA between the Town and the Stoughton Professional and Administrative Employees Association ("SPA EA"). That CBA, however, does not contain an indemnification provision.

Notwithstanding all of this, and even if the SPA EA contract did contain such a provision, the Supreme Judicial Court has previously ruled that G.L. c.258 does not permit a town to indemnify a public employee for criminal defense fees. See Triplett v. Town of Oxford, 439 Mass. 720, 726 (2003). As the Supreme Judicial Court noted:

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We recognize that the financial burden of a successful defense against criminal indictments or ethics charges can be substantial. This is so whether or not the defendant is a municipal or other public employee. The Legislature has considered whether to indemnify public officials for their defenses of criminal charges. It has not acted.

See id. at 728.

It should be noted that the Court reached this conclusion notwithstanding the fact that the plaintiff in Triplett had been acquitted of the charges for which he was seeking indemnification from the town for.

Based on the foregoing, and without waiver of any other arguments the Town may have, Mr. Cachopa's request for reimbursement of his legal fees is denied.

Thank you for your attention to this matter.

Very truly yours,



Joseph S. Fair

JSF/ja

cc: Town Manager (By Facsimile (781)344-5048 and First Class Mail)

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