

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

ESSEX, ss.

MISCELLANEOUS CASE
No. 95 MISC 222901

ELIZABETH A. FISHER,

Plaintiff,

v.

COMMONWEALTH OF
MASSACHUSETTS,

Defendant.

ESSEX, ss.

MISCELLANEOUS CASE
No. 21 MISC 000183

ELIZABETH A. FISHER,

Plaintiff,

v.

TOWN OF ROCKPORT, THE ROCKPORT
RIGHTS OF WAYS COMMITTEE,

Defendants.

JUDICIAL SETTLEMENT CONFERENCE PARTICIPATION AGREEMENT

The above-referenced parties have agreed to participate in a judicial settlement conference to be conducted by Hon. Diane R. Rubin. The judicial settlement conference is a voluntary process in which a judge attempts to help the parties settle a case by clarifying the issues and assessing the strengths and weaknesses of each side. If a settlement cannot be reached, the judge will try to help the parties narrow the issues that are in dispute, and ascertain the steps which remain to prepare the case for trial. At the conclusion of the judicial settlement conference, the judge will file a judicial settlement conference report.

The parties agree that any discussions undertaken during the judicial settlement conference, and any documents created for the sole purpose of facilitating the judicial settlement conference, with the exception of the Judicial Settlement Conference Report, shall be strictly confidential and may not be disclosed by either party in any legal proceeding or otherwise, except as ordered by a court of competent jurisdiction.

Nothing said during the course of the settlement conference nor any written documentation prepared for the sole purpose of use in such conference shall be subject to disclosure in discovery or in any judicial or administrative proceeding, except: (1) those statements, memoranda, materials and other tangible evidence (otherwise subject to discovery), which were not prepared specifically for use in the settlement conference; and (2) in the event an ethics complaint is made against the settlement judge by a party to the settlement conference. It is the intent of the parties that free discussion be permitted to occur during the settlement process, but also that no evidence which is otherwise admissible be excluded solely because it is mentioned in the settlement conference, and this section shall be construed with this intent. Judge Rubin shall not share information from the settlement conference with the Land Court Justice hearing this matter, except for limited procedural information with the unanimous consent of all the parties.

The parties further agree that they will not subpoena, nor cause a subpoena to issue to any judge, seeking the production of testimony, documents, judge's notes, or any other information relating to the judicial settlement conference of this matter, except as ordered by a court of competent jurisdiction.

By signing below, the parties acknowledge that they understand and agree to the terms set forth above, and that any agreement reached will be entered into voluntarily by them.

Plaintiff in Case No. 95 MISC 222901 & Case No. 21 MISC 000183

Signature: _____
(Elizabeth A. Fisher)

Print Name: _____

Attorney for Plaintiff in Case No. 95 MISC 222901 & Case No. 21 MISC 000183

Signature: _____

Print Name: _____

Date: _____

Defendant(s) in Case No. 95 MISC 222901

Signature: _____ Signature: _____
(Commonwealth of Massachusetts) (Commonwealth of Massachusetts)

Print Name: _____ Print Name: _____

Attorney(s) for Defendant(s) in Case 95 MISC 222901

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

Defendant(s) in Case No. 21 MISC 000183

Signature: Mitchell R. Vieira Signature: _____
(Town of Rockport) (Rockport Rights of Ways Committee)

Print Name: Mitchell R. Vieira Print Name: _____
Town Administrator

Signature: Dwight D. Valentine Signature: Donald Southwold

Print Name: Dwight D. Valentine Print Name: Donald Southwold
Select Board member Select Board Vice Chair

Attorney(s) for Defendant(s) in Case No. 21 MISC 000183

Signature: Amey E. Kivessell Signature: /s/ Robin Stein

Print Name: AMY E. KWESSEL Print Name: Robin Stein

Date: 12/30/2025 Date: December 30, 2025