

August 29, 2026

Edward Gibson, Esq.
Gibson Law, P.A.
544 Main Street
Bay St. Louis, MS 39520

RE: August 17, 2026 Notice of Claim Concerning Laurri Garcia

Dear Mr. Gibson:

I have obtained and reviewed your August 17, 2026 Notice of Claim concerning Laurri Garcia. The Notice identifies me, Eric Brian Rosenberg, a/k/a E. Brian Rose, and GC Wire, and makes several factual and legal assertions concerning my reporting and newsgathering activities.

Before commencing litigation against me or GC Wire, I strongly encourage you to review the underlying publications, the City of Ocean Springs' own public records, and controlling Mississippi law. Those materials materially undermine the characterization of my reporting contained in your Notice.

1. Your office placed substantially more detailed retirement information into a public governmental record than GC Wire ever published

Your Notice characterizes GC Wire's reporting as an improper disclosure of Ms. Garcia's private financial and retirement information. That characterization is irreconcilable with both what GC Wire actually published and the contents of the Notice drafted and submitted by your own office.

My May 14 article stated only:

"The proposal stemmed from complications involving Garcia's federal retirement supplement from a previous employer and income limitations tied to her current City employment classification."

GC Wire did not publish details of Ms. Garcia's federal retirement benefit, any applicable earnings threshold, the amount of any potential repayment obligation, or her tax information. It did not identify FERS, the Office of Personnel Management, or the other detailed personal financial information underlying her circumstances.

Your Notice does.

Your Notice identifies Ms. Garcia's 32-year federal employment history, her receipt of federal retirement benefits, her enrollment in Mississippi PERS, the fact that the issue arose while preparing her 2025 personal taxes, the existence of an Office of Personnel Management income threshold, the prospect of substantial financial consequences, and the particular federal benefit at issue as her FERS Annuity Supplement.

Your notice further explains that these financial circumstances caused Ms. Garcia to approach the Mayor and Municipal Clerk and ultimately resulted in the Board's consideration of the alternative compensation arrangement at issue.

Your Notice therefore treats the limited context reported by GC Wire as an improper disclosure of highly private information while simultaneously, and publicly, providing substantially greater detail concerning that same financial issue.

More significantly, these additional disclosures were not contained in private correspondence inadvertently obtained by GC Wire.

Your office affirmatively drafted and submitted the Notice on Ms. Garcia's behalf to the City of Ocean Springs as her formal statutory Notice of Claim. I subsequently obtained that Notice directly from the City through a request made pursuant to the Mississippi Public Records Act.

The result is difficult to ignore: **The document submitted by your office and produced by the City reveals substantially more concerning Ms. Garcia's federal retirement and personal financial circumstances than GC Wire ever reported.**

GC Wire has not published the substantially more detailed information your office placed into the public record. Whether that information is newsworthy is an editorial determination for GC Wire, not an acknowledgment that the information is legally protected from publication.

That restraint should not be mistaken for an acknowledgment that the limited administrative context previously reported was private, unlawful to publish, or outside the legitimate public interest. To the contrary, the disparity between what GC Wire actually reported and what Ms. Garcia, through counsel, subsequently disclosed in a formal claim submitted to the City substantially undermines the characterization of GC Wire's reporting contained in your Notice.

The distinction is significant.

GC Wire reported only the limited information necessary to explain why elected officials were considering a substantial restructuring of a City employee's taxpayer-funded compensation. Without that limited context, the public would have been left without an explanation for why its elected officials were considering an unusual 1099 independent-contractor arrangement and voting upon that arrangement in connection with Ms. Garcia's employment.

It is difficult to reconcile a threatened privacy claim against a media outlet for reporting that limited governmental context with Ms. Garcia's subsequent decision, through your office, to affirmatively disclose substantially more detailed information concerning the same financial circumstances in a formal, publicly accessible Notice of Claim submitted to the City.

Ms. Garcia, through counsel, made public a heck of a lot more information about her personal financial circumstances than GC Wire ever did. That irony is nearly impossible to miss.

GC Wire expressly reserves all rights concerning the publication and reporting of lawfully obtained public records.

2. The 1099 action was expressly disclosed in the City's official public record

Your Notice characterizes the April 7 matter principally as disclosure of confidential personnel information. But the existence of governmental action concerning a 1099 compensation arrangement was expressly memorialized in the City's approved minutes.

The April 7, 2026 minutes state:

“A motion was made by Alderman Blackman and seconded by Alderman Wade, to allow compensation as a 1099 employee up to the amount the city currently pays, for consideration.”

The motion carried 4-3.

Thus, the existence of an official Board action concerning 1099 compensation was not information first disclosed to the public by GC Wire. It was contained in the City's own official public record.

Indeed, GC Wire reported on that public action on April 14, approximately one month before the May 14 article identifying Ms. Garcia.

3. Mississippi law distinguishes employees from independent contractors under the Open Meetings Act

Your Notice appears to assume that because the matter originated with an existing City employee, the entire discussion concerning a proposed independent-contractor arrangement was properly confidential as a “personnel matter.”

Mississippi Supreme Court precedent and the Attorney General say otherwise.

In *Hinds County Board of Supervisors v. Common Cause of Mississippi*, 551 So. 2d 107, 124-25 (Miss. 1989), the Mississippi Supreme Court explained that the retention of independent contractors to perform public work does not fall within the personnel exception and emphasized the public interest in open discussions involving persons proposing to render public services or enter public contracts.

The Court also held that Open Meetings Act exceptions must be strictly construed against executive sessions and reiterated the Act's policy that public business be performed openly.

The Mississippi Attorney General has subsequently applied this same distinction directly. In Mississippi Attorney General Opinion No. 2009-00306 (June 25, 2009), issued to counsel for the Tunica County Board of Supervisors, the Attorney General distinguished between hiring a county employee and engaging an independent contractor. The Attorney General concluded:

“There is no authority for the Board to enter into executive session to discuss the employment of an individual as an independent contractor.”

That distinction closely tracks the issue GC Wire reported. Ms. Garcia was a City employee when the matter arose. But according to the City's own minutes and your Notice, the governmental action under consideration was whether to restructure that employment relationship into a 1099 independent-contractor arrangement.

GC Wire's April 14 article made precisely this distinction. It acknowledged that discussion of an employee's personal circumstances might properly occur privately while questioning the legality of conducting governmental business concerning an independent-contractor arrangement behind closed doors.

Accordingly, GC Wire was reporting on a legitimate question concerning governmental compliance with Mississippi's Open Meetings Act, expenditure of public funds, and the proposed restructuring of a municipal employee's compensation and employment relationship into an independent-contractor arrangement.

4. Mississippi Law Does Not Make Executive-Session Discussions Categorically Confidential

Your Notice repeatedly characterizes information discussed during executive session as “confidential” and appears to assume that any subsequent disclosure of information discussed during executive session is itself prohibited by Mississippi law.

That premise is incorrect.

The Mississippi Attorney General has addressed this precise issue repeatedly. In Mississippi Attorney General Opinion No. 2006-0042 (Carson), titled “Confidentiality of Executive Session,” the Attorney General stated:

“This office has stated in previous opinions that there is nothing in the open meetings law that prohibits members of the board of aldermen from disclosing information discussed during executive sessions, nor does the law provide any penalties for those persons who disclose matters discussed in executive session.”

The opinion expressly relied upon three earlier Attorney General opinions reaching the same conclusion: *Thomas* (September 10, 2004), *Hickman* (March 4, 1982), and *Smith* (April 3, 1984).

The legal distinction is important. Mississippi's Open Meetings Act authorizes a public body, under specifically enumerated circumstances, to exclude the public while certain governmental discussions occur. It does not thereby transform everything said during an executive session into information that aldermen are prohibited by the Open Meetings Act from later disclosing.

This point is particularly significant here because the underlying governmental action involved consideration of a proposed 1099 independent-contractor arrangement. As discussed above,

Mississippi law distinguishes employees from independent contractors for purposes of the personnel exception.

Nothing in this section, or elsewhere in this correspondence, should be construed as confirming or denying the identity of any source or the manner in which I obtained information during the course of my reporting. I will not disclose or discuss confidential journalistic sources or unpublished newsgathering materials.

The point is strictly one of law: **your Notice repeatedly proceeds from the premise that because information was discussed in executive session, it was necessarily confidential and any subsequent disclosure would therefore itself have been unlawful. Mississippi Attorney General opinions expressly reject that proposition under the Open Meetings Act.**

5. Ms. Garcia's City compensation was public information

Your Notice includes GC Wire's reporting of Ms. Garcia's City salary among the allegedly improper disclosures of her private financial information.

Ms. Garcia's City compensation was not private information.

The City's own August 19, 2025 minutes publicly recorded Ms. Garcia's employment and compensation:

"Authorize ratification of the employment of Laurri Garcia, Admin & Community Relations Coordinator, effective August 18, 2025; \$28.85 hourly rate."

At a standard 40-hour workweek, that publicly disclosed hourly rate amounts to approximately \$60,000 annually, which is how GC Wire described her City salary.

The City's public disclosure of the compensation associated with Ms. Garcia's position did not begin with those minutes. Before Ms. Garcia was hired, the City publicly advertised the Administrative & Community Relations Coordinator position on its website with a salary range of **\$50,000 to \$60,000, depending on experience**, and described the position as overseeing City communications, media relations, and public engagement while serving as the City's official spokesperson.

Ms. Garcia was subsequently hired at the publicly recorded rate of \$28.85 per hour, which amounts to approximately \$60,000 annually at a standard 40-hour workweek. In other words, the approximate \$60,000 City salary reported by GC Wire was not private financial information uncovered through confidential newsgathering. It was compensation for a public position that the City itself had publicly advertised at up to \$60,000 and later documented in its official minutes at \$28.85 per hour.

More importantly, Mississippi law expressly recognizes public-employee compensation as public information.

In *Mississippi Department of Wildlife, Fisheries & Parks v. Mississippi Wildlife Enforcement Officers' Association*, 740 So. 2d 925 (Miss. 1999), the Mississippi Supreme Court addressed the disclosure of public-employee compensation information under the Mississippi Public Records Act. Among the principles recognized by the Court was that:

“compensation information on public employees, such as gross salary and accrued leave time, is subject to disclosure”

The Court further concluded that disclosure of such public-employee compensation information does not violate the employee's right to privacy.

The Court also discussed Mississippi Attorney General Opinion No. 93-0900 (March 23, 1994), which recognized the distinction between a public employee's gross salary, which is subject to disclosure, and genuinely personal financial information such as net salary and individual tax information.

That distinction is particularly important here.

GC Wire was not merely reporting Ms. Garcia's salary in isolation. The City's own April 7 minutes state that the Board voted on a motion *“to allow compensation as a 1099 employee up to the amount the city currently pays, for consideration.”*

The amount the City was paying for Ms. Garcia's employment was therefore not incidental to the story. **It was the very benchmark the Board itself used for the proposed 1099 compensation.**

Determining what taxpayers were currently paying for Ms. Garcia's employment, and what portion of that public expenditure might instead be paid to her under a proposed independent-contractor arrangement, was consequently central to understanding the governmental action under consideration.

There is an important distinction between reporting those public expenditures and reporting an employee's private financial affairs. GC Wire did not publish Ms. Garcia's net take-home pay, tax withholding, personal payroll elections, or the detailed federal retirement information described in your Notice. It reported her approximate gross City salary and the City's costs associated with her employment because those public expenditures were directly relevant to the compensation arrangement being considered by the Board.

Your Notice therefore characterizes as private financial information something the Mississippi Supreme Court has expressly recognized as subject to public disclosure: the gross compensation of a public employee. And in this instance, that compensation was not merely newsworthy background information. The City's own minutes made the amount the City was already paying the express benchmark for the proposed 1099 arrangement GC Wire was reporting.

6. GC Wire sought the City's explanation before publication

The contemporaneous correspondence further undermines the characterization of my reporting contained in your Notice.

On May 13, I contacted multiple members of the Board of Aldermen seeking explanations concerning the 1099 action reflected in the City's April 7 minutes. In those inquiries, I quoted the City's official minutes and sought basic information concerning the governmental action, including the nature of the 1099 arrangement, who was involved, the position at issue, the compensation involved, and why the matter had been handled in executive session.

On that same day, I separately contacted Ms. Garcia in her official capacity as the City's Public Affairs Officer and sought the City's explanation of the same governmental action. I again quoted the April 7 motion directly from the City's public minutes and asked the City to explain the 1099 action, including what arrangement had been considered, who was involved, the compensation involved, and why the matter had been handled in executive session.

Ms. Garcia responded:

"I can find no information that the Board of Alderman took any action to create such a position."

I immediately responded by again directing Ms. Garcia to the City's April 7 minutes and attaching a screenshot of the City's own record reflecting the vote. Ms. Garcia did not respond further.

The May 14 article accurately reported the City's official record and Ms. Garcia's response. She was given an opportunity before publication, in her official capacity as the City's Public Affairs Officer, to explain the governmental action reflected in the City's own minutes.

7. Confidential journalistic sources and unpublished newsgathering materials

Your Notice goes beyond describing the published articles and affirmatively makes allegations concerning my newsgathering activities and sources.

I will neither confirm nor deny those allegations. Nothing in this correspondence should be construed otherwise.

I expressly reserve every applicable constitutional, statutory, common-law, evidentiary, and journalistic privilege, protection, objection, and defense concerning confidential sources and unpublished newsgathering materials.

8. Public Accountability and the Expenditure of Public Funds

Your Notice repeatedly conflates Ms. Garcia's personal financial interests with the public's legitimate interest in the governmental action those interests prompted.

GC Wire did not report on Ms. Garcia's federal retirement circumstances as an isolated matter of personal curiosity. Those circumstances became relevant to the public only because they

were presented to elected officials as the reason for considering a substantial restructuring of her taxpayer-funded compensation and employment relationship with the City.

The distinction is fundamental. An individual's legitimate privacy interests do not eliminate the public's interest in scrutinizing how elected officials propose to spend public funds, structure municipal compensation, enter independent-contractor arrangements, or comply with Mississippi's open-government laws.

Public service necessarily carries a degree of public accountability. A person may have entirely legitimate interests in keeping personal financial matters private, but when a public employee asks elected officials to alter the manner in which taxpayers compensate her because of those personal circumstances, the resulting governmental action does not become private simply because its origin was personal.

A public employee does not get to convert public business into private business simply because the public business involves her. Privacy may protect the personal circumstances. It does not privatize the government's response to them.

Once the Board of Aldermen considered and voted upon a governmental compensation arrangement in response to those circumstances, the public had a legitimate interest in knowing what its government was considering, why it was considering it, and how public funds might be affected.

9. Ms. Garcia's Contemporaneous Resignation Letter

Your Notice attributes Ms. Garcia's departure from the City to the reporting at issue and characterizes her departure as a constructive discharge.

Ms. Garcia's own contemporaneous resignation letter presents a materially more complicated account.

In her May 22, 2026 resignation letter, Ms. Garcia stated that a recent personal tragedy within her family had caused her to reevaluate her personal and professional priorities and that, after careful consideration, she believed stepping away from her position was the best decision for her well-being and her family.

The letter later expressed concerns about professionalism, breaches of confidentiality surrounding personnel matters, political manipulation, personal attacks, and erosion of trust, which Ms. Garcia described in the context of an increasingly difficult and hostile work environment. Those allegations were framed as problems affecting her workplace. The letter did not identify me, GC Wire, the May 14 article, or GC Wire's reporting concerning the proposed 1099 arrangement as the source of those problems or as the reason for her resignation.

That distinction is significant. Ms. Garcia's contemporaneous written explanation for leaving the City identified both a personal family tragedy and conditions affecting her workplace. **It did not attribute those workplace conditions or her decision to resign to GC Wire.**

Your Notice, submitted nearly three months later, now attributes Ms. Garcia's departure and alleged resulting injuries to public discourse and reporting concerning the matter. Ms. Garcia's contemporaneous written explanation for her resignation is therefore directly relevant to any subsequent assertion that GC Wire's reporting caused her resignation, constructive discharge, reputational injury, emotional distress, or other claimed damages.

10. The controversy and retirement considerations were subsequently reported by another local newspaper

Your Notice attributes Ms. Garcia's alleged reputational, emotional, and employment-related injuries to GC Wire's reporting concerning the proposed 1099 arrangement. The public reporting concerning that controversy, however, was not limited to GC Wire.

On May 30, 2026, while Ms. Garcia was still employed by the City, the *Ocean Springs Weekly Record* published an article concerning her resignation and the controversy surrounding the April 7 executive session.

The article reported that questions had been raised concerning the use of executive session and described the controversy surrounding the proposed 1099 arrangement as involving:

"compensation, payroll requirements, retirement considerations and other administrative matters."

The *Weekly Record* further reported that City officials denied that any employment changes had actually been implemented and attributed the following position to City Attorney David Harris:

"City Attorney David Harris has stated that no employee's salary, position or employment status was altered as a result of the discussion and that no personnel action ultimately occurred."

Mr. Harris was then quoted directly:

"Nothing happened."

Mr. Harris's statement does not contradict what GC Wire reported. GC Wire reported that City officials considered a proposed restructuring of Ms. Garcia's compensation and employment relationship and that the Board voted on the 1099 motion reflected in its official minutes. GC Wire did not report that a finalized 1099 contract was executed or that Ms. Garcia's employment status was ultimately changed.

More importantly, by May 30, another local newspaper was publicly reporting the connection between the proposed 1099 arrangement, compensation, payroll requirements, retirement

considerations, and the controversy surrounding the executive session. The City's own attorney was publicly responding to that reporting and explaining the City's position concerning what had occurred.

Your Notice does not identify the *Ocean Springs Weekly Record* article or attribute any portion of Ms. Garcia's alleged injury to that publication. Instead, it attributes alleged reputational, emotional, and employment-related injuries to GC Wire without addressing other contemporaneous public reporting concerning the same controversy.

That distinction is particularly relevant to causation. The *Weekly Record* article was published on May 30, while Ms. Garcia remained employed by the City and before her resignation became effective on June 5. Any subsequent assertion that GC Wire's May 14 reporting caused Ms. Garcia's resignation, constructive discharge, reputational injury, emotional distress, or other claimed damages therefore should not be considered in isolation from other public reporting concerning the same controversy during the period preceding her departure.

Conclusion

GC Wire's reporting concerned official actions of the Ocean Springs Board of Aldermen, the expenditure and restructuring of public compensation, a proposed independent-contractor arrangement, and compliance with Mississippi's Open Meetings Act. These are matters of substantial and legitimate public concern. The City's own official records publicly disclosed both the 1099 action and Ms. Garcia's City compensation. GC Wire sought an explanation directly from the City's Public Affairs Officer before publication and accurately reported her response.

GC Wire did not publish the detailed federal retirement information described in your Notice. Rather, a governmental record voluntarily created and submitted on Ms. Garcia's behalf by your own office has now placed substantially more detailed information concerning her federal retirement and personal financial circumstances into the public domain than GC Wire's reporting ever did. It is difficult to reconcile a threatened privacy claim against a media outlet with Ms. Garcia's subsequent decision, through your office, to affirmatively disclose substantially more detailed information concerning those same financial circumstances in a formal, publicly accessible Notice of Claim submitted to the City.

I strongly encourage you and your client to carefully review these records and *Hinds County Board of Supervisors v. Common Cause of Mississippi*, 551 So. 2d 107 (Miss. 1989), before asserting any claim against me or GC Wire.

Any attempt to name me or GC Wire in a civil action based upon the reporting described above will be met with an immediate and vigorous defense. I will seek dismissal at the earliest available stage and will pursue every remedy available under the Mississippi Litigation Accountability Act and other applicable law, including sanctions, costs, and attorney's fees where legally recoverable.

The same applies to any attempt to use litigation against Ms. Garcia's former employer or its elected officials as a vehicle to obtain my confidential sources or unpublished newsgathering materials. I will assert all applicable constitutional, evidentiary, and reporter's-privilege protections against any such discovery or subpoena and, where warranted, will seek sanctions and other relief available under law.

Nothing in this correspondence constitutes a waiver of any defense, privilege, immunity, objection, or other right. All such rights are expressly reserved.

Sincerely,

/s/ Eric Brian Rosenberg

Eric Brian Rosenberg
aka E. Brian Rose
Editor/Publisher GC Wire