

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

FINAL DECISION

DeVaughn Ward,

Complainant

against

Docket # FIC 2025-0261

Attorney General, State of Connecticut, The
Office of the Attorney General; and State of
Connecticut, The Office of the Attorney
General,

Respondents

April 15, 2026

The above-captioned matter was heard as a contested case on August 26, 2025, at which time the complainant and respondents appeared, stipulated to certain facts, and presented testimony, exhibits and argument on the complaint.

On November 3, 2025, pursuant to an order of the hearing officer, the complainant submitted a copy of the Order to Show Cause with attachments, including his original request. Such records have been marked and admitted, in their entirety, without objection, as Complainant's After-Filed Exhibit C: Order to Show Cause including original records request.

On November 3, 2025, the respondents filed a request to supplement the record, which is hereby granted. Such exhibit has been marked and admitted, without objection, as Respondents' After-Filed Exhibit 2: Affidavit of Rosemary McGovern and Emails.

On December 2, 2025, the complainant filed a request to supplement the record, which is hereby granted. Such exhibit has been marked and admitted, without objection, as Complainant's After-Filed Exhibit D: Emails, first dated November 4, 2025.

On January 27, 2026, the complainant filed a second request to supplement the record, to which the respondents objected. Such exhibit has been marked as Complainant's After-Filed Exhibit E: Department of Correction ("DOC") receipts,¹ for identification purposes only.

After consideration of the entire record, the following facts are found and conclusions of law are reached:

¹ The receipts offered by the complainant were provided by the DOC to the complainant in a separate matter and therefore have not been considered by the undersigned hearing officer.

1. The respondents are public agencies within the meaning of §1-200(1), G.S.
2. It is found that, by email dated January 30, 2025, the complainant requested the following records from the respondents:
 - [a] A detailed breakdown of all litigation-related expenses and costs incurred by the Office of the Attorney General on behalf of the [DOC], including but not limited to: attorney fees, court costs, expert witness fees, settlement payments², and any other associated expenditures, for the period of January 1, 2019 through December 31, 2024.
 - [b] Copies of invoices, contracts, receipts, or other supporting documentation related to the aforementioned expenses.
 - [c] Records of internal and external correspondence pertaining to authorization, approval, and payment of these expenses.
3. It is found that, by email dated January 30, 2025, the respondents acknowledged the complainant's request and advised they were "in the process of searching and gathering documentation which may be responsive to your request. . . . Once this process is completed, we will supplement this response."
4. It is found that, by email dated March 17, 2025, the complainant asked for a status update on his records request.
5. It is found that, by email dated March 17, 2025, the respondents informed the complainant that they were: ". . . still pulling together and reviewing the responsive documents. We expect to share them with you in the next two weeks."
6. It is found that, by email dated April 3, 2025, the complainant again asked for a status update on his records request.
7. It is found that, by email dated April 3, 2025, the respondents' Chief of Staff informed the complainant that: ". . . [t]he team shared the documents with me last week and I have spent the last few nights reviewing them. I'm almost all the way through."
8. It is found that, by email dated April 4, 2025, the complainant asked if he could expect the requested records by Monday (i.e. April 7, 2025).
9. It is found that, by email dated April 8, 2025, the respondents informed the complainant that they had generated 995 pages of responsive records and also provided him with a link to such records.

² The Commission notes that throughout the administrative record in this matter, the terms "settlement payment," "settlement" and "settlement agreement" have been used interchangeably. For purposes of consistency and clarity, the term "settlement agreement" shall be utilized hereinafter.

10. It is found that, by email dated April 9, 2025, the complainant alerted the respondents that the April 8 production, described in paragraph 9, above, was missing: “litigation expenses. . . and several settlements in which my office was directly involved are not reflected here, raising concerns that other settlements may be missing. I kindly request that you conduct a more thorough search of your records.”

11. By letter of complaint filed April 16, 2025, the complainant appealed to this Commission, alleging that the respondents violated the Freedom of Information (“FOI”) Act by failing to provide copies of the records, described in paragraph 2, above.

12. Section 1-200(5), G.S., provides:

“[p]ublic records or files” means any recorded data or information relating to the conduct of the public’s business prepared, owned, used, received or retained by a public agency, or to which a public agency is entitled to receive a copy by law or contract under 1-218, whether such data or information be handwritten, typed, tape-recorded, videotaped, printed, photostated, photographed or recorded by any other method.

13. Section 1-210(a), G.S., provides, in relevant part:

[e]xcept as otherwise provided by any federal law or state statute, all records maintained or kept on file by any public agency, whether or not such records are required by any law or by any rule or regulation, shall be public records and every person shall have the right to (1) inspect such records promptly during regular office or business hours... (3) receive a copy of such records in accordance with section 1-212.

14. Section 1-212(a), G.S., provides, in relevant part: “[a]ny person applying in writing shall receive, promptly upon request, a plain, facsimile, electronic or certified copy of any public record.”

15. It is concluded that the requested records, to the extent that they exist and are maintained by the respondents, are public records within the meaning of §§1-200(5) and 1-210(a), G.S.

16. It is found that, by email dated April 16, 2025, the respondents replied to the complainant’s April 9, 2025 email, referenced in paragraph 10, above, and stated:

[W]e again searched our records for “litigation expenses” and have found no additional records for attorney fees, court costs, and expert witness fees. As you may know our client agencies pay all litigation expenses including outside counsel fees (which were

provided to you), court costs and expert witness fees. As stated, we have found no other documents in response to this request.

We are in the process of searching our records again for settlement agreements. We have attached excel documents from our database, which contain DOC settlement agreements. We have one of our support staff again searching manual records to compare the database with the documents you already have. If we discover that there are responsive documents that we have not provided to you, we will then have staff search for the hard copy settlement agreements. If such documents exist, we will provide them to you. To assist us, if you are aware of named plaintiffs who have settlement agreements, please let us know. This project will take several weeks to complete, and we will provide you with periodic updates, in addition to the records on a rolling basis as they are found.

17. It is found that, by email dated April 21, 2025, the complainant responded, noting that a specific case was missing. The complainant also requested that the respondents provide a spreadsheet in a different format.

18. It is found that on May 6, 2025, the respondents produced approximately 135 settlement agreements to the complainant.

19. It is found that on May 20, 2025, the respondents produced approximately 15 settlement agreements to the complainant and noted that there were approximately 20 settlement agreements that they were not yet able to locate.

20. It is found that, by email dated June 30, 2025, the respondents produced 17 additional settlement agreements to the complainant and noted that they have not been able to locate three of the requested settlement agreements.

21. It is found that, by email dated August 26, 2025, the respondents produced two additional settlement agreements to the complainant.

22. It is found that, by email dated August 26, 2025, the complainant identified eight cases for which he believed the respondents had not produced settlement agreements.

23. It is found that, by email dated September 29, 2025, the respondents produced three additional settlement agreements to the complainant.

24. It is found that, by email dated September 29, 2025, the complainant thanked the respondents for the additional settlement agreements and asked if there was any update on litigation expenses.

25. It is found that, by email dated October 16, 2025, the respondents informed the complainant that they “do not possess or maintain records regarding attorney fees, court costs, and expert witness fees. As previously indicated, our client agencies pay litigation expenses, including outside counsel fees, court costs and expert witness fees. We have no other documents in our possession responsive to your request for records on litigation expenses.”

26. It is found that, by email dated November 4, 2025, the complainant identified an additional settlement agreement not previously provided.

27. It is found that, by email dated November 4, 2025, the respondents provided the settlement agreement referenced in paragraph 26, above, to the complainant.

28. At the hearing on this matter, the complainant acknowledged that the respondents had provided him with some responsive records but contended that they had failed to provide all records responsive to his request described in paragraph 2, above. The respondents contended that they had conducted a diligent and thorough search and provided the complainant with all responsive records that they located.

29. With respect to the request described in paragraph 2[a] and [b], above, the complainant testified that the respondents failed to provide him with records relating to attorney fees, litigation expenses and invoices, settlement agreements and contracts.

30. With respect to the request for records relating to attorney fees, the respondents testified, and it is found, that they do not maintain records of billable hours or attorney fees because their staff attorneys are salaried employees employed by the State of Connecticut. It is found that the respondents do not maintain any records responsive to such request. Accordingly, it is concluded that the respondents did not violate §§1-210(a) and 1-212(a), G.S., with respect to the request for records relating to attorney fees.

31. With respect to records relating to litigation expenses and invoices, the respondents testified, and it is found, that they represent state agencies (with respect to the records at issue herein, the DOC), and that the client agencies pay litigation expenses, such as court reporters and expert witnesses.

32. The respondents also testified, and it is found, that they did not have any records of litigation expenses responsive to the request in paragraph 2[a] and [b], above and were unaware of the DOC’s procedures for paying such expenses. It is found that the respondents do not maintain any records responsive to such request. Accordingly, it is concluded that the respondents did not violate §§1-210(a) and 1-212(a), G.S., with respect to the request for litigation expenses and invoices.

33. With respect to records relating to settlement agreements, the respondents contended that they conducted a diligent and thorough search for, and provided all settlement agreements they were able to locate. The respondents testified, and it is found, that they utilize an electronic file storage system (LawBase) and a document management system (iManage). The respondents also testified, and it is found, that “every single matter, question, query, case, claim, federal state,

whatever level,” gets entered into LawBase and assigned a matter number. The respondents further testified, and it is found, LawBase is linked to iManage, their document management system. They described iManage as an “electronic file cabinet” used to store electronic folders for correspondence, memos and settlement agreements, and other records.

34. The respondents testified, and it is found, that LawBase has a field to indicate if a payment was made as part of a settlement and that they can use LawBase to generate reports containing all cases with settlements.

35. The respondents testified, and it is found, that if the “settlement” field is not checked off in LawBase, they cannot locate settlement agreements independently utilizing the database.

36. The respondents testified, and it is found, that following the receipt of the complainant’s request, described in paragraph 2[a], above, they used LawBase to generate a report of cases that had been checked off as having a settlement.

37. The respondents testified, and it is found, that after identifying the responsive cases in LawBase and iManage they retrieved all records from the designated settlement folders and conducted a review of all other electronic folders within iManage to ensure no agreements were missed.

38. The respondents testified, and it is found, that after the digital inspection, described in paragraph 37, above, they then pulled physical files from storage and looked for additional settlement agreements. When located, the respondents provided copies of any additional settlement agreements to the complainant on a rolling basis, as described in paragraphs 18, 19, 20, 21, 23 and 27, above.

39. The respondents testified, and it is found, that after completing the search for responsive records, described in paragraphs 37 and 38, above, they requested the complainant’s assistance in identifying specific cases to help find additional settlement agreements.

40. It is found that the respondents conducted a thorough and diligent search for the requested settlement agreements and provided copies of all the records that were located. Accordingly, it is concluded that the respondents did not violate §§1-210(a) and 1-212(a), G.S., with respect to the request for such records.

41. With respect to the request for contracts for attorney fees, described in paragraph 2[b], above, the respondents acknowledged that they were aware of a contract between the respondents and the law firm of Shipman and Goodwin; however, they did not search for such contract nor any other contracts, and review them for responsiveness. Consequently, it is found that the respondents failed to prove that they conducted a thorough and diligent search for records responsive to the request for contracts related to attorney fees. Accordingly, it is concluded that the respondents violated the disclosure provisions of §§1-210(a) and 1-212(a), G.S., with respect to such request.

42. With respect to request described in paragraph 2[c], above, the complainant testified that the respondents failed to provide any responsive correspondence, including, but not limited to, "settlement letters."³

43. With respect to correspondence, the respondents testified that they checked with record keepers and provided responsive correspondence, which was characterized as "primarily settlement agreements," but also included other correspondence and contracts. The respondents also testified, and it is found, that they do not maintain settlement letters. Accordingly, it is concluded that the respondents did not violate §§1-210(a) and 1-212(a), G.S., with respect to such settlement letters.

44. However, it is further found that the respondents failed to put forth sufficient evidence regarding the nature and scope of their search for correspondence, other than the settlement letters. It is found that the respondents failed to conduct a thorough and diligent search for records responsive to the request described in paragraph 2[c], above, other than the settlement letters. Accordingly, it is concluded that the respondents violated the disclosure provisions of §§1-210(a) and 1-212(a), G.S., with respect to the complainant's request for correspondence, except as it relates to settlement letters.

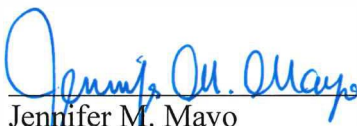
The following order by the Commission is hereby recommended on the basis of the record concerning the above-captioned complaint:

1. Within sixty (60) days of the date of the Notice of Final Decision in this matter, the respondents shall undertake an additional search for records responsive to the complainant's request, described in paragraph 2[c], above. If the respondents locate additional records that have not been provided to the complainant, they shall provide copies of such records to the complainant, free of charge.

2. Within thirty (30) days of the date of the Notice of Final Decision in this matter, the respondents shall conduct a search for contracts related to attorney fees, including the Shipman and Goodwin contract, described in paragraph 41, above. If such contracts are responsive to the complainant's request, they shall provide copies of such records to the complainant, free of charge.

3. Henceforth, the respondents shall strictly comply with the disclosure requirements of §§1-210(a), and 1-212(a), G.S.

Approved by Order of the Freedom of Information Commission at its special meeting of April 15, 2026.


Jennifer M. Mayo
Acting Clerk of the Commission

³ It is found that prior to finalizing a settlement, the respondents submit a settlement letter to the Comptroller's Office.

PURSUANT TO SECTION 4-180(c), G.S., THE FOLLOWING ARE THE NAMES OF EACH PARTY AND THE MOST RECENT MAILING ADDRESS, PROVIDED TO THE FREEDOM OF INFORMATION COMMISSION, OF THE PARTIES OR THEIR AUTHORIZED REPRESENTATIVE.

THE PARTIES TO THIS CONTESTED CASE ARE:

DEVAUGHN WARD, 55 Farmington Avenue, Hartford, CT 06105

ATTORNEY GENERAL, STATE OF CONNECTICUT, THE OFFICE OF THE ATTORNEY GENERAL; AND STATE OF CONNECTICUT, THE OFFICE OF THE ATTORNEY GENERAL, c/o Assistant Attorney General Daniel M. Salton, Office of the Attorney General, 165 Capitol Avenue, Hartford, CT 06106


Jennifer M. Mayo
Acting Clerk of the Commission