



ROBERT G. CASSILLY

Harford County Executive

FOR IMMEDIATE RELEASE

April 30, 2024

For more information, contact:

Matt Button
Public Information Officer
410-638-3538
mbbutton@harfordcountymd.gov

Harford County Settles Claim Against First Responders in 2022 Shooting Death of Reportedly Suicidal Man

BEL AIR, Md., (April 30, 2024) - A claim against Harford County first responders by the family of a reportedly suicidal man shot and killed in 2022 has been settled for \$1 million. Harford County's insurer will pay \$650,000 toward the settlement with the balance of \$350,000 coming from county government. The settlement in the death of John Raymond Fauver admits no wrongdoing by first responders.

County government agreed to the settlement based on recommendations in the attached letter from its insurance company and the advice of outside legal counsel with extensive experience in such federal court cases. Counsel advised that the cost of litigation alone could be almost three times the county's cost to settle.

The legal notice of claim that led to the settlement was submitted to Harford County on behalf of the Fauver family as required by the Maryland Tort Claims Act. That legal notice is also attached.

Controversy over the Fauver case began when body camera video of the shooting was originally withheld by Harford County Sheriff Jeffrey Gahler, who was later ordered by a judge to produce it to the Maryland Attorney General, who then posted it on his public web page.

[Insurance company recommendation and claim notice attached]



STATES SELF-INSURERS RISK RETENTION GROUP, INC.
BOARD OF TRUSTEES

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Dauphin County, PA

March 26, 2024

Jefferson L. Blomquist
Harford County Attorney
220 S. Main Street
Bel Aire, MD 21014

(by electronic and regular mail)

Dear Mr. Blomquist:

I'm writing with respect to the claim that's been brought against the Harford Sheriff's Office by the family of John Fauver. Mr. Fauver, as you know, died in a deadly force incident on April 23, 2022.

Mr. Fauver's family is represented by competent counsel who has made a \$1 million dollar demand for the release of all claims. He's further indicated the demand will be withdrawn shortly if not accepted.

The facts of the case are not favorable to HSO. The many difficulties associated with defending the case have been well documented, and the likelihood of a defense verdict is low. Our recent experience with law enforcement cases in the Fourth Circuit has not been favorable. The Courts are reluctant to grant qualified immunity and the settlements and awards are much greater than only a few years ago. Our experience mirrors that of your defense attorney, who has identified several similar cases that resulted in awards three to five times larger than the current demand on our case.

Any result at trial that is *not* a defense verdict will expose the Defendants to a §1988 claim for legal fees. We would expect to see an award in the range of \$400,000 to \$500,000, though the Court might award significantly more.

Regardless of the result at trial, the County will incur defense expense in the range of \$300,000 to \$400,000. That expense, by itself, will fully consume the County's \$350,000 self-insured retention, at which point, direction and control of the suit would pass to the insurer.

To sum things up – any result at trial, other than an outright win that holds up on appeal, will result in "fixed costs" between \$700,000 to \$900,000; plus whatever amount the jury awards as damages, which could easily be \$3 to \$5 million.

The insurance policy issued by States Self-Insurers Risk Retention Group (States) to Harford County, and the Harford Sheriff's Office as additional insured, includes the following Endorsement ST038 (07/17), which provides:

PLEASE DIRECT ALL CORRESPONDENCE TO THE UNDERWRITING ADDRESS

ADMINISTRATIVE ADDRESS
4 Endeavors Lane
Swanton, VT 05488
Phone: (800) 640-0345

UNDERWRITING & MAILING ADDRESS
222 South Ninth Street, Suite 2700
Minneapolis, MN 55402
Phone: (800) 640-0345

Jefferson Blomquist
March 26, 2024
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OBLIGATION TO RESOLVE CLAIMS

Section VI – Conditions item B is replaced by the following:

B. The Named Insured's Obligation To Resolve Claims

States has issued this policy in reliance upon the undertaking by the named insured to investigate, evaluate and resolve claims within the self-insured retention when it is reasonable and prudent to do so.

The company will not settle any Claim without the Named Insured's written consent. If the Named Insured withholds its consent to any settlement recommended by the Company and elects to contest a claim or continue the legal proceedings, then the Company's liability for the claim will not exceed: (1) the amount of the recommended settlement plus Claim Expenses incurred up to the date the Named Insured withheld its consent, or (2) the remaining Limit of Liability, whichever is less.

It is our opinion that it is now reasonable and prudent to accept the \$1 million demand and settle the case. We therefore recommend that the County and HSO accept Plaintiff's offer of settlement.

If the County and HSO decline to settle, States would not indemnify the defendants for any sum in excess of \$1 million, plus the defense expense incurred to date.

Sincerely,

Douglas C Kennedy
Signed electronically

Douglas C. Kennedy, JD, CPCU
Program Claim Manager
Berkley Risk Administrators Company, Inc.

Recommendations and comments are provided for loss control and risk exposure improvement purposes only in conjunction with the insurance program referenced above. They are not made for the purpose of complying with the requirements of any law, rule or regulation. We do not infer or imply in the making of these recommendations and comments that all sites were reviewed or that all possible hazards were noted. The final responsibility for conducting loss control and risk management programs must rest with the insured.

HANSEL LAW, PC
TRIAL AND APPELLATE COUNSEL

Jeff
Chris

TIANA N. BOARDMAN
Attorney at Law

2514 North Charles Street
Baltimore, Maryland 21218
www.hansellaw.com

Direct Dial: 301-461-1040
Facsimile: 443-451-8606
tboardman@hansellaw.com

March 24, 2023

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Dereck E. Davis
Maryland State Treasurer
Goldstein Treasury Building
80 Calvert Street
Annapolis, Maryland 21401

Jefferson Blomquist, Esq.
County Attorney
Harford County Office of Law
220 S Main Street
Bel Air, MD 21014

Re: Tort Claims Act Notice
Claimant: The Estate of John Raymond Fauver
Date of Incident: April 23, 2022

Dear Sir/Ma'am:

This firm represents Jennifer Bridges ("Ms. Bridges") as Administrator of the Estate of John Raymond Fauver ("Mr. Fauver"). This letter shall constitute notice of our client's claims under the Local Government Tort Claims Act, Md. Code, Cts. & Jud. Proc., § 5-301 *et seq.* and/or the Maryland Tort Claims Act, Md. Code, State Gov't, § 12-101 *et seq.*, to any extent that such acts are applicable.

Our clients should only be contacted through undersigned counsel and neither you nor any government investigators (including internal affairs personnel) are to contact our client directly. Having said that, for purposes of compliance with the applicable tort claims act and no other purpose, our client's home address is: [REDACTED]

On April 23, 2022, Ms. Bridges called the police because she was concerned about her husband's safety. She informed the dispatchers that her husband was emotionally unwell because of the significant physical pain that he was experiencing. Law enforcement was dispatched and eventually located Mr. Fauver behind a local shopping center.

Harford County Sheriff's Deputies approached Mr. Fauver's vehicle with their weapons drawn. The officers knew or should have known that Mr. Fauver was going through a crisis at that time. Another Harford County Sheriff's Deputy, who was several hundred feet away, discharged his weapon even though none of the other officers, who were at a much better vantage point, had done so. In response, the other officers on the scene discharged their firearms as well. Mr. Fauver was shot in the upper body and succumbed to his injuries later that day. He did not have a weapon at the time he was shot.

Demand is hereby made for \$1,000,000.00 (One Million Dollars). This offer is only open and capable of acceptance until suit is filed, after which it is, and hereby shall be, withdrawn without further notice. We do not have explicit authority for this settlement demand, but we are confident that our client would be guided by our recommendation.

The intent of this letter is to constitute a timely notice and claim in complete compliance with the Local Government Tort Claims Act and/or the Maryland Tort Claims Act. If you contend this letter does not sufficiently do so, please contact the undersigned with your reasoning and any required corrections or additions will be provided immediately. Otherwise, we will assume that this letter has been accepted as sufficient.

Please contact me if you wish to resolve this matter without resorting to litigation.

Very truly yours,

HANSEL LAW, PC

/s/ Tiana Boardman

Tiana Boardman

Cc: Client File

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