12

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

NORFOLK SUPERIOR COURT
CRIMINAL DIVISION
DOCKET NO. 2382CR00259

COMMONWEALTH

v.

KEVIN RYDER

COMMONWEALTH'S SENTENCING RECOMMENDATION AND MEMORANDUM, LOBBY CONFERENCE, FEBRUARY 2025

Now comes the Commonwealth and respectfully requests that this Honorable Court impose a sentence of 2 years in the House of Correction, followed by 3 years of probation. As conditions of probation, the Commonwealth requests that Mr. Ryder be ordered (i) to pay restitution, and (ii) to not hold any type of fiduciary role in any current or future employment, or accept any role in which he is entrusted with another's money or assets.

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FACTS

Kevin Ryder was indicted in October 23 for four counts of Larceny over $1200 by Single Scheme, one count of Larceny under $1200 by Single Scheme, two counts of Obtaining an Unwarranted Privilege, and one count of Receiving Illegal Gratuities. The charges stem from misconduct committed during Mr. Ryder's tenure as the Medfield Parks and Recreation Department Director. A summary of the facts informing the indictments is included below.

Defendant's Professional Background

Kevin Ryder, age 50, was the director of the Medfield Parks and Recreation Department ("the Department") from December 2014 until his forced departure in 2022. While he was director, Mr. Ryder employed instructors to teach the numerous classes that the Department offered throughout the year to children and adults in the community. The classes ranged from art and science classes after school to various sports classes or leagues held after school and on weekends. Mr. Ryder also hired and supervised staff over the summer for the Town of Medfield's eight-week summer camp, including a director for the Hinkley Pond, numerous teenage lifeguards, and camp counselors. From June 2017 through August 2022, Mr. Ryder

abused his position with the Town of Medfield (the "Town") to obtain approximately $125,000 worth of Town revenue, goods, and services. Mr. Ryder stole cash the Town trusted him to record and remit, and he exploited his municipal position to generate extra income for himself. His criminal conduct falls into six core schemes, which will be briefly explained below.

A. **Cash Diversion Scheme**

Mr. Ryder diverted Department-generated cash received through (i) its concessions sales, parking/entrance fees, and "group passes" at Hinkley Pond; (ii) Town donations Ryder solicited from food truck vendors; and (iii) the sale of Town scrap metal.

Evidence that Ryder diverted the cash is multi-faceted and includes: (i) large amounts of cash hidden in envelopes in Ryder's cabinet drawer and desk long after he should have turned it in; (ii) financial records showing large cash deposits into his personal accounts; (iii) inaccurate reporting of cash receipts to the Commission; (iv) his inculpatory statements to outside Town counsel; and (v) a presumably cash-hungry gambling habit.

a. **Theft of Cash from Hinkley Pond Passes and Concession Sales**

As director, Ryder oversaw the day-to-day operations of Hinkley Pond, including the sale of concessions and daily pond pass fees. On a daily basis, teenage lifeguards sold concessions and daily pond passes at the snack shack, which is a concrete building located towards the edge of the pond parking lot. The lifeguards used tally sheets to daily count the number of concessions and pond passes sold each day. Mr. Ryder provided the tally sheets to the lifeguards and determined the prices for concession items sold at the snack shack. Similarly, Mr. Ryder, along with the help of the other Town personnel, set the daily pond pass fee of $5.

It was the lifeguards' job to memorialize the number of each concession sold each day with a tally and to record the number of persons per group who were attending the pond. After the daily reconciliation of the cash, the head lifeguards would leave the envelope(s) in a small safe or bank zippered bag in a desk drawer at the snack shack for Mr. Ryder to pick up. Each envelope usually had the date, total amount inside the envelope, and what the money was for (concessions v. daily fees). Mr. Ryder then would come at the end of the day or early the next morning to collect the envelopes.

In 2022, after the Town placed Mr. Ryder on leave for an unrelated incident, Town officials discovered over $19,000 in cash in Mr. Ryder's Town office, alongside binders filled with the tally sheets for the preceding years.

Investigators with the Office of Inspector General conducted an analysis, comparing the Town Treasurer's cash turn ins, Mr. Ryder's own Hinkley Pond revenue records, and the cash revenue reported. OIG investigators concluded that, between June 2017 and August 12, 2022, Ryder diverted $90,054.15 of Pond revenue from the Town. Furthermore, Mr. Ryder admitted that during the summer of 2021, he did not turn in any cash earned from Hinkley Pond.

Although cash is hard to trace dollar for dollar, Mr. Ryder's financial records confirm that he frequently handled large amount of cash. Specifically, in Mr. Ryder's Needham Bank account, which he opened on May 3, 2017, Mr. Ryder made thirty cash deposits from May 2017 until the end of 2022. In 2018, Mr. Ryder made fifteen cash deposits that totaled $43,291.09. In 2019, Mr. Ryder made nine cash deposits that totaled $40,775.42. In 2020, Mr. Ryder made three cash deposits totaling $8,603.

b. **Other Cash Thefts**

i. **Sunshine Academy Pond Fees - $600**

In July 2022, Jessica Peck, who runs the Sunshine Group camp for children with special needs in Medway, contacted the Department about using the Pond for their camp. Mr. Ryder explained to Peck that he would only charge her entire group $200 each visit to use the Pond. He insisted that Peck give him the money in cash. The Sunshine Group went three times during the Summer of 2022. The first time, Ms. Peck paid Mr. Ryder $200 in cash, and the on the other visits, she paid the fee to the head lifeguard, who then provided it to Kevin Ryder. There is no record of this cash having been deposited with the Town.

ii. **Food Truck Fundraiser - $300**

On September 11, 2020, Mr. Ryder held a Food Truck Rodeo at Hinkley Pond to benefit the Parks and Recreation Department. Ryder asked four vendors to be part of the Rodeo: Chubbs Ice Cream Truck, Maine Lobsters, Hot Dog Wagon, and Ribpublic. Certain vendors provided cash donations, totaling at least $300. Mr. Ryder never turned the donated cash into the Town.

iii. **Scrap Metal Sales - $645**

In March 2022, the bleachers at Metacomet Park Schools were disassembled. The larger pieces were taken to Allied Recycling Center and sold for $645. The receipts and cash were turned into Mr. Ryder. The cash was found in Mr. Ryder's desk drawer six months later, in a small envelope containing Allied Recycling Center receipts.

B. **Town Sports Uniforms and Equipment Sold for Personal Profit**

Mr. Ryder ran a side business of selling Town-purchased items. The items he sold for his personal profit, included (i) field hockey uniforms, equipment, and sweatshirts; (ii) swim caps, and (iii) soccer balls. For the 2018 and 2019 field hockey season, Mr. Ryder had the Town order field hockey uniforms. Mr. Ryder then required the parents of the enrolled children to pay him, directly, $50 per uniform via cash or check. Mr. Ryder's Needham bank records reflect deposits consistent with the total cost of all uniforms sold.

On April 24, 2019, the Town purchased 40 "Under Armour Future Goggles" through a vendor, Longstreth, for $21.99 per goggle, and on April 27, 2021, the Town purchased another 30 "Under Armour Dual Sport Future Goggles" for $15 per goggle through Longstreth. Similarly, on December 15, 2020, the Town purchased 31 blue sweatshirts that read "Medfield Field Hockey" on the front from a vendor, Tarpon Tees, for approximately $37 a sweatshirt. Mr. Ryder sold the goggles for $25 in 2019 ($30 in 2022), and the sweatshirts for $42. Mr. Ryder received checks from parents for the field hockey goggles and sweatshirts, which he deposited in his Needham Bank Account, accompanied by cash deposits. In 2018, Mr. Ryder received $3,450 in uniform sales, and $3,475 in 2019, all of which was deposited in his Needham bank account.

Similarly, on June 18, 2021, the town purchased 70 Sporti Kids' Silicone Swim Caps from a vendor, Swimoutlet.com, for $2.65 a cap. Venmo records show that Mr. Ryder charged $5 per swim cap, and he received a total of $125 in personal payments for the caps in June and July of 2021. The Grand Jury also heard testimony that Mr. Ryder sold Town-purchased soccer balls for $10 each, and Venmo records confirm that he received payments for four soccer balls. None of these payments were forwarded to the Town.

C. **Exploitation of Credit Card Reimbursements**

Mr. Ryder purchased items on his personal credit cards from Longstreth and Swimoutlet.com, and he received reimbursement from the town for the purchases. He then returned the items in order to receive credit back on his personal credit cards. In total, from 2016-2021, Ryder garnered $2,235.32—in the form of credit applied to his personal credit card account— by returning Town-paid merchandise and pocketing the sums refunded.

D. **Personal Purchases Made with Town Amazon Account**

Kevin Ryder also used the Town's Amazon business account to purchase items unrelated to the Town's operations and intended for his personal business ventures. The non-business-

related items he purchased using the Town-paid Amazon Business Account included items intended for his sports memorabilia side-business and electronic devices he resold on eBay for personal profit. Mr. Ryder had his own Town Amazon Business account, which enabled him to purchase items for the Department on a tax-free basis (because municipalities are tax-advantaged). Items purchased through the Town's Amazon account are automatically funded by the Town within 30-days of purchase and obviated the need for Mr. Ryder to submit reimbursement requests.

Between 2021 and 2022, Mr. Ryder purchased nine dozen Rawlings Official Major League Leather Game Baseballs, for $239.95 each. Every current or former member of the Department testified that the baseballs were not needed or used by any Department program or camp. The last order of Rawlings baseballs occurred on May 26, 2022, when three dozen baseballs were purchased for $719.85. Significantly, Kevin Ryder still had an unopened box of thirty-six Rawling baseballs in his desk area when he was placed on leave. Similarly, on June 14, 2022, Mr. Ryder purchased ten Ultra Pro 3"x4" Toploaders and Clear Sleeves for Collectible Trading cards (100 ct), totaling $272.90. He also purchased Two Card Monster Storage Boxes (5 ct), totaling $69.90. Mr. Ryder never reimbursed the town for the $2,502.35 in Amazon purchases he made to support this thriving side business.

Additionally, Mr. Ryder used the Town's Amazon account to make numerous purchases of laptops, iPads, and a drone, some of which he then sold on eBay for personal profit. In total, Mr. Ryder purchased eighteen items of technology between November 2015 and September 2021. Six of the items were located in Kevin Ryder's office and at his home. Eight were sold on eBay by Mr. Ryder, and the remainder have not been located. Of the eight devices sold on eBay, the Town spent $3,655.96 to purchase the items, and Ryder earned $2,981.96 from the eBay sales.

E. **Illegal Gratuities Received from Crossfit Classes through Town Recreation Dept.**

From October 2015 until June 2019, the Department offered CrossFit classes for kids, teens, and families as one of its regular programs. Participants signed up for the classes directly using the Town's MyRec's online registration system and then attended classes at the Carpe Diem Training, LLC, the CrossFit facility ("the CrossFit") in Town. CrossFit, in turn, sent the Department a monthly invoice for the classes, which the Town then paid directly to CrossFit. CrossFit billed the Town $35,708.00 for its services during those four years.

As it turned out, Kevin Ryder had been a paid employee of the CrossFit facility since 2014. Mr. Ryder taught the Town-funded classes, and according to CrossFit owner, Michael Kratochwell, CrossFit paid Kevin Ryder 50% of the revenue the Town-sponsored classes generated for CrossFit. Based on OIG's analysis of CrossFit records and Mr. Ryder's personal bank records, Mr. Ryder received approximately $16,369.82 in revenue shared 50-50 profits between January 22, 2016 and November 6, 2018.

F. **Theft of Vendor Refund Checks**

Finally, Kevin Ryder deposited two checks which were issued to the Town into his personal checking account at Needham Bank. The first was from a Town vendor, Apex Entertainment. In February 2020, the Town sent Apex $500 in payment for a deposit for a field trip that was supposed to occur in April 2020. The field trip did not occur, so Mr. Ryder pressed the vendor to return the Town's deposit, and he deposited the refund check into his own account.

Similarly, Mr. Ryder deposited a check from a vendor, Cool Cream Sweets, Inc., into his Needham Bank account. On September 1, 2021, Cool Cream Sweets made out a check to the Town for $62, that had a memo line that read "End of season Ice Cream Buyback." On September 3, 2021, Mr. Ryder deposited this check into his Needham Bank personal account.

ARGUMENT

The Commonwealth respectfully requests that this Honorable Court impose a sentence of 2 years in the House of Correction, followed by 3 years of probation. Such a sentence is consistent with the terms of the Advisory Sentencing Guidelines, and is just in light of the aggravating circumstances of this case.

Prior Criminal History

Kevin Ryder has no prior criminal history.

Sentencing Guidelines

According to the structure set forth by the Advisory Massachusetts Sentencing Guidelines, Mr. Ryder's criminal history is characterized as "no or minor record."

Mr. Ryder's most serious Larceny over $1200 charge is a Level 5 offenses, based on the fact that indictment alleges a theft of over $50,000. His remaining three Larceny over $1200 charges are Level 3 offenses. Larceny under $1200 is a Level 2 offenses. The Accepting Unlawful Gratuities charge is a Level 4 offense. The Unwarranted Privilege indictments are also Level 4 offenses.

The suggested length of incarceration for a single Level 5 offense is 24-36 months, with a suggested length of probation of 2 years. The suggested length of incarceration for a Level 4 offense is 0-24 months, with a suggested length of probation of 2 years. The suggested length of incarceration for a Level 3 offense is 0-12 months, with a suggested length of probation of 2 years. For a Level 2 offense, 1 year of probation is suggested. Notably, each of the penalties outlined above are within the grid's "discretionary incarceration zone."

Aggravating Circumstances

There is at least one of the Sentencing Guidelines' aggravating factors present in this case. Mr. Ryder abused a position of trust and confidence within the Department, where he had continuous and easy access to cash to steal over $100,000 from the Town. Mr. Ryder took advantage of the fact that the Town exercised very little oversight of his Department, and he exploited his access to cash and the Town's Amazon account for personal gain.

When imposing a sentence, judges are permitted considerable latitude. *Commonwealth v. Power*, 420 Mass. 410, 413 (1995). A court may consider "several goals," including "punishment, deterrence, protection of the public, and rehabilitation." *Id.* at 414. This Honorable Court can, and indeed must, take into account the nature of the defendant's conduct on the victims in this case. *See Commonwealth v. Bianco*, 390 Mass. 254, 261 (1983) (in sentencing, court should consider the "nature of the offense and the offender in the light of the degree to the harm to society").

There is no doubt that Mr. Ryder must be punished. His exploitative conduct resulted in massive losses for the Town, and a loss of public trust in the program.

In considering the goal of deterrence, this Honorable Court should take into account both specific and general deterrence. *See Commonwealth v. Bland*, 48 Mass. App. Ct. 666, 669-670 (2000) (general deterrence legitimate purpose in sentencing); *Power*, 420 Mass. at 415 (both general and specific deterrence legitimate purposes of a probationary sentence). In addition to incarcerating – and thereby incapacitating – the defendant, a committed in this case may deter the defendant from committing similar crimes in the future. Equally as important, however, will be the general deterrent effect of a significant sentence. Society has a compelling interest in communicating to others holding positions of trust and confidence, like the defendant, that such conduct will not be tolerated and will be met with the appropriate punishment.

Finally, a committed sentence, followed by close community supervision, would ensure appropriate punishment for Mr. Ryder and ensure that he has an opportunity to provide restitution to the Town. Because Mr. Ryder engaged in a prolonged course of conduct exploiting his position of trust and confidence as program director, the Commonwealth respectfully submits that a 2 year sentence in the House of Correction, with 3 years of probation to follow, is appropriate in this case, and consistent with the Sentencing Guidelines.

Respectfully submitted
For the Commonwealth,

ANDREA CAMPBELL
ATTORNEY GENERAL

/s/ *Elizabeth Burke*

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Dated: February 24, 2025

CERTIFICATE OF SERVICE

I, Elizabeth Burke, Assistant Attorney General for the Commonwealth, do hereby certify that a representative of the Commonwealth has served a copy of the Commonwealth's foregoing Sentencing Recommendation via electronic mail and in hand on this date to Defense Counsel.

/s/ *Elizabeth Burke*

Date: February 24, 2025

Elizabeth Burke
Assistant Attorney General

13

April 14, 2025 ALLOWED (Hallal, J) at last Sdrw Ac

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.		**SUPERIOR COURT DEPARTMENT**
COMMONWEALTH	:	
	:	
vs.	:	**Indictment No. 2382CR00259**
	:	
KEVIN RYDER	:	

DEFENDANT'S MOTION TO CONTINUE AND WAIVER OF RULE 36 OF THE MASSCHUSETTS RULES OF CRIMINAL PROCEDURE

Now comes the defendant in the above-entitled matter, Kevin Ryder, and moves for a continuance of the Lobby Conference/Change of Plea hearing presently scheduled for April 14, 2025. In support thereof, the undersigned Counsel for the Defendant asserts that he is unavailable due to time sensitive personal family matters, and request this matter be reschedule to May 14, 2025

ADA Elizabeth Burke has acknowledged assent to the instant request.

Defendant further waives his right set forth in Rule 36 of the Mass.Rules. Crim. Proc.

Respectfully Submitted,
KEVIN RYDER
By His Attorney,

Albert E. Medici, Jr., Esq.
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COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS. **SUPERIOR COURT DEPARTMENT**

COMMONWEALTH	:	
	:	
vs.	:	**Indictment No. 2382CR00259**
	:	
KEVIN RYDER	:	

I, Albert E. Medici, Jr., attorney for the defendant in the above action, certify that April 14, 2025, I caused a true copy of the above Motion to Continue, to delivered via email to ADA Elizabeth Burke.

Signed this 14th day of April, 2025, under the pains and penalties of perjury.

Albert E. Medici, Jr., Esq.
B.B.O. No.: 560577