

Plaintiff, KEVIN MESSIER, Personal Representative of the Estate of Joshua Messier ("Plaintiff"), and Defendants COMMONWEALTH OF MASSACHUSETTS, BRIDGEWATER STATE HOSPITAL, DANIEL KERR, GEORGE BILLADEAU, TIMOTHY SOARES, CLIFFORD FOSTER, JAMES BARKER, DEREK HOWARD, JOHN RAPOSO, CHRISTOPHER REGO and RAYMOND THIBAUT (collectively "the Commonwealth Defendants").

WHEREAS, Plaintiff commenced a lawsuit in the Suffolk Superior Court against the Commonwealth Defendants, entitled Kevin Messier, Special Personal Representative of the Estate of Joshua Messier v. Daniel Kerr, et al., Suffolk Superior Court Civil Action No. SUCY2012-01607 (the "Litigation"); and

WHEREAS the Commonwealth Defendants expressly deny any violation of rights, and deny any liability or wrongdoing in connection with the allegations and/or legal claims made by Plaintiff in the Litigation and expressly deny all legal claims asserted or which could have been asserted by the decedent, his estate, or plaintiff on behalf of himself and/or as special personal representative and/or as personal representative of decedent's estate in the Litigation or any other forum; and

WHEREAS, Plaintiff and the Commonwealth Defendants desire to resolve all claims whether known or unknown, which arose up to and including the present date, and which are based on the facts raised or which could have been raised in the Litigation or in any other forum, including those asserted or which could have been asserted in the Litigation against the Commonwealth Defendants, and their respective agents, officers, directors, employees, affiliates, independent contractors, executors, administrators, subsidiaries, successors, heirs, assigns, representatives, and attorneys, past and present, and

WHEREAS, in the spirit of compromise and judicial economy and in avoidance of further protracted litigation, Plaintiff and the Commonwealth Defendants have successfully negotiated a settlement resolving the disputes between them;

NOW, THEREFORE, in consideration for the promises and consideration contained herein, the sufficiency of which is hereby acknowledged, Plaintiff and the Commonwealth Defendants agree as follows:

1. Plaintiff shall execute a Release, a copy of which is attached hereto. Lisa Brown shall execute a Release, a copy of which is attached hereto. The parties shall sign a Stipulation of Dismissal, a copy of which is attached hereto.

2. The Commonwealth of Massachusetts shall pay Plaintiff Two Million Dollars (\$2,000,000.00) as full and final settlement of all claims arising out of the facts raised in the complaint in the Litigation or in any other forum, or which could have been raised or asserted in the Litigation or in any other forum. The Commonwealth of Massachusetts shall forthwith initiate the process to issue payment to Plaintiff.

3. The Commonwealth of Massachusetts makes no representations as to the tax consequences of a payment, Plaintiff is responsible for all tax liabilities and tax consequences of a payment, and the Commonwealth of Massachusetts is held harmless as to any tax liabilities of Plaintiff.

4. This Settlement is made without payment of any additional monies by the Commonwealth Defendants and with each party bearing its own costs and attorneys fees.

5. This Settlement Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

6. Plaintiff declares and acknowledges that he understands the terms, provisions, and conditions of this Settlement Agreement to be fair, adequate and reasonable. He further states that he has had independent legal advice by counsel of his own choosing, and that after being advised fully and fairly as to all the facts and circumstances set forth, and after having read this Settlement Agreement, Plaintiff freely and fully accepts the terms, conditions and provisions hereof and enters into this Settlement Agreement voluntarily and without coercion.

7. This Settlement Agreement shall be with prejudice and without precedent. This Settlement Agreement resolves any and all matters which were or could have been raised in the Litigation or in any other forum, and all matters that may have arisen since that time, past and present, arising out of the facts raised in the complaint filed in the Litigation, or which could have been asserted or raised in this or any other forum.

8. No party hereto shall introduce this Settlement Agreement, the terms of this Settlement Agreement or the fact of this settlement in any administrative, judicial, or other forum or proceeding for any reason at any time except to enforce the terms herein and as set forth below.

9. This Settlement Agreement is made without any admission of liability and without any admission of wrongdoing or the violation of any rights by the Commonwealth of Massachusetts, Bridgewater State Hospital, Daniel Kerr, George Billadeau, Timothy Soares, Clifford Poster, James Barker, Derek Howard, John Raposo, Christopher Rego and Raymond Thibault or their respective agents, officers, directors, employees, affiliates, independent contractors, executors, administrators, subsidiaries, successors, heirs, assigns, representatives, and attorneys, past and present.

10. This Settlement Agreement shall be binding on Plaintiff and the Commonwealth Defendants and may not be abandoned, supplemented, changed or modified in any manner, verbally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of Plaintiff and the Commonwealth Defendants, as mutually agreed upon by Plaintiff and the Commonwealth Defendants.

11. If any term of this Settlement Agreement shall be held to be invalid or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and enforced as if such invalid or unenforceable term had not been included herein. Rather, Plaintiff and the Commonwealth Defendants expressly state that this Settlement Agreement represents a satisfactory settlement of all disputes between Plaintiff and the Commonwealth Defendants, which are based on the facts raised in the complaint in the Litigation and/or in any other forum, or which could have been asserted or raised in the Litigation or in any other litigation or forum.

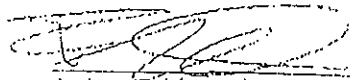
12. This Settlement Agreement contains and constitutes the entire understanding and agreement between Plaintiff and the Commonwealth Defendants hereto with respect to the settlement and cancels all previous verbal and written negotiations, agreements, commitments, and writings in connection therewith. This Agreement may be executed as separate originals originating from the Office of the Attorney General of Massachusetts

IN WITNESS WHEREOF, each of the parties hereto has caused this Settlement Agreement to be executed in their names and on their behalf,

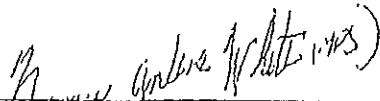
Respectfully submitted,

Plaintiff,
KEVIN MESSIER, Personal Representative
of the Estate of Joshua Messier,
By his attorneys

Defendant,
COMMONWEALTH OF
MASSACHUSETTS, BRIDGEWATER
STATE HOSPITAL,
By its attorney

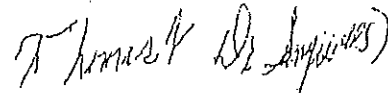


Andrew C. Meyer, Jr., BBO # 344300
Benjamin R. Novotny, BBO # 668391
Lubin & Meyer, P.C.
100 City Hall Plaza, 4th Floor
Boston, MA 02108
617-720-4447
bnovotny@lubinandmeyer.com



Nancy Anders White, BBO # 525550
Massachusetts Dept. of Correction
Legal Division
70 Franklin Street, Suite 600
Boston, MA 02110-1300
(617)727-3300 ext. 112
nancy.white@state.ma.us

Defendant,
DANIEL KERR,
By his attorney



Thomas V. DiGangi, BBO # 648415
Law Offices of John Bonisatti
160 Federal Street, 15th Floor
Boston, MA 02110
617-737-1771
thomas.digangi@bonisattilaw.com

Defendants,
GEORGE BILLADEAU, TIMOTHY
SOARES, CLIFFORD FOSTER,
JAMES BARKER, DEREK HOWARD,
JOHN RAPOSO, CHRISTOPHER
REGO and RAYMOND THIBAUT,
By their attorneys

Kenneth H. Anderson (Handwritten signature)

Kenneth H. Anderson, BBO # 556844
Thomas Drechsler, BBO # 134840
Byrne & Drechsler, LLP
50 Redfield Street
Boston, MA 02122
617-265-3900
kanderson@byrnedrechsler.com
tdrechsler@byrnodrechsler.com

Dated: July 31, 2014

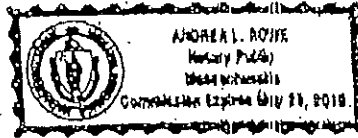
Executed this 31st day of July, 2014.

Kevin Messier (Handwritten signature)

KEVIN MESSIER,
Personal Representative
of the Estate of Joshita Messier

KEVIN MESSIER has this day appeared before me, and has under oath signed
this instrument of his own free will.

Sworn and subscribed to me this 31st day of July, 2014.



Andrea L. Boyle (Handwritten signature)

Notary Public
My Commission Expires:

RELEASE

In consideration of TWO MILLION DOLLARS (\$2,000,000.00) to be paid after execution of this Release and other valuable consideration, the sufficiency of which is hereby acknowledged, I, KEVIN MESSIER, in my individual capacity and in my capacity as Personal Representative of the Estate of Joshua Messier ("the Estate"), for myself and my legal representatives, heirs, successors and assigns and on behalf of the legal representatives, heirs, successors and assigns of the Estate, do hereby remise, release and forever discharge the COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY, DEPARTMENT OF CORRECTION, BRIDGEWATER STATE HOSPITAL, DANIEL KERR, GEORGE BILLADEAU, TIMOTHY SOARES, CLIFFORD POSTER, JAMES BARKER, DERBK HOWARD, JOHN RAPOSO, CHRISTOPHER REGO and RAYMOND THIBAUT and their respective executive offices, agencies, agents, officials, officers, directors, employees, affiliates, independent contractors, executors, administrators, subsidiaries, successors, heirs, assigns, representatives and attorneys, past and present (collectively referred hereinafter as "Releasees"), of and from any and all debts, demands, actions, causes of action, suits, damages, dues, sum and sums of money, accounts, bonds, controversies, covenants, contracts, agreements, liabilities, obligations, judgments, costs, expenses, claims and demands, whatsoever, of every name and nature, at law, in equity or otherwise, known or unknown, which against any of them, I, KEVIN MESSIER, in my individual capacity and in my capacity as Personal Representative of the Estate of Joshua Messier, or any other legal representatives, heirs, successors, or assigns of the Estate ever had, now have or may have in the future, including the date of this Release, arising out of or in connection with, by reason of any cause,

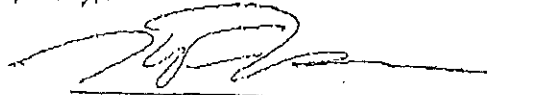
matter or thing whatsoever, the facts or circumstances of the occurrences which are the subject matter of the action commenced in Suffolk Superior Court in the case entitled Kevin Messier, Special Personal Representative of the Estate of Joshua Messier v. Daniel Kerr, et al., Suffolk Superior Court Civil Action No. SUCV2012-01607 or which could have been asserted in that action.

By signing this Release, it is expressly agreed and understood and acknowledged that I, KEVIN MESSIER, in my individual capacity and in my capacity as Personal Representative of the Estate of Joshua Messier, have read this document with care and with the advice of my attorney and that I am aware that by signing this Release I am giving up all rights, claims, and causes of action, known or unknown, against the Releasees, past and present, that JOSHUA MESSIER or his family heirs and estate ever had, now have or which may arise in the future, as a result of the acts and/or omissions alleged or which could have been asserted in the litigation entitled Kevin Messier, Special Personal Representative of the Estate of Joshua Messier v. Daniel Kerr, et al., Suffolk Superior Court Civil Action No. SUCV2012-01607.

Knowing this, I, KEVIN MESSIER, in my individual capacity and in my capacity as Personal Representative of the Estate of Joshua Messier, sign this document voluntarily and freely without duress. I acknowledge that I am signing this document with the benefit of counsel. I further acknowledge that no representation induced me to agree to this settlement. It is further understood and agreed that the payment pursuant to the Settlement Agreement is only for purpose of compromise and is not in any way to be construed as an admission of liability or wrongdoing on the part of anyone including the Releasees, whether acting individually or in their official capacities, past and present, all of whom specifically deny all legal claims made against them by KEVIN MESSIER and his legal representatives, heirs, successors and assigns and by the legal

representatives, heirs, successors and assigns of the Estate, and deny any violation of JOSHUA MESSIER'S rights.

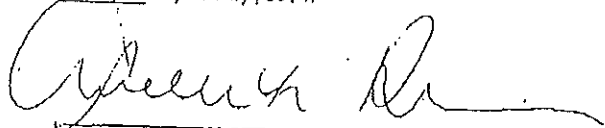
Executed this 25 day of July, 2014.



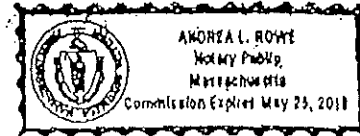
KEVIN MESSIER,
Individually and as Personal Representative
of the Estate of Joshua Messier

KEVIN MESSIER has this day appeared before me, and has under oath signed this instrument of his own free will.

Sworn and subscribed to me this 25th day of July, 2014.



Notary Public
My Commission Expires:



RELEASE

In consideration of TWO MILLION DOLLARS (\$2,000,000.00) to be paid to Kevin Messier as Personal Representative of the Estate of Joshua Messier for the claims asserted in the case entitled *Kevin Messier, Special Personal Representative of the Estate of Joshua Messier v. Daniel Kerr, et al.*, Suffolk Superior Court Civil Action No. SUCV2012-01607, after execution of this Release and other valuable consideration, the sufficiency of which is hereby acknowledged, I, LISA BROWN, in my individual capacity and in any capacity I may have, have had or ever have as Personal Representative of the Estate of Joshua Messier ("the Estate"), for myself and my legal representatives, heirs, successors and assigns and on behalf of the legal representatives, heirs, successors and assigns of the Estate, do hereby remise, release and forever discharge the COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY, DEPARTMENT OF CORRECTION, BRIDGEWATER STATE HOSPITAL, EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES, DEPARTMENT OF PUBLIC HEALTH, LUIS S. SPENCER, JUDY ANN BIGBY, MARY ELIZABETH HEFFERNAN, ROBERT MURPHY, DANIEL KERR, GEORGE BILLADEAU, TIMOTHY SOARES, CLIFFORD FOSTER, JAMES BARKER, DEREK HOWARD, JOHN RAPOSO, CHRISTOPHER REGO and RAYMOND THIBAULT and their respective executive offices, agencies, agents, officials, officers, directors, employees, affiliates, independent contractors, executors, administrators, subsidiaries, successors, heirs, assigns, representatives and attorneys, past and present (collectively referred hereinafter as "Releasees"), of and from any and all debts, demands, actions, causes of action, suits, damages, dues, sum and sums of money, accounts, bonds, controversies, covenants, contracts, agreements, liabilities, obligations, judgments, costs, expenses,

claims and demands, whatsoever, of every name and nature, at law, in equity or otherwise, known or unknown, which against any of them, I, LISA BROWN, in my individual capacity and in any capacity I may have, have had or ever have as Personal Representative of the Estate of Joshua Messier, or any other legal representatives, heirs, successors, or assigns of the Estate ever had, now have or may have in the

future, including the date of this Release, arising out of or in connection with, by reason of any cause, matter or thing whatsoever, the facts or circumstances of the occurrences which are the subject

matter of the action commenced in Suffolk Superior Court in the case entitled Kevin Messier, Special Personal Representative of the Estate of Joshua Messier v. Daniel Kerr, et al., Suffolk Superior Court Civil Action No. SUCV2012-01607 or which could have been asserted in that action.

By signing this Release, it is expressly agreed and understood and acknowledged that I, LISA BROWN, in my individual capacity and in any capacity I may have, have had or ever have as Personal Representative of the Estate of Joshua Messier, have read this document with care and with the advice of my attorney and that I am aware that by signing this Release I am giving up all rights, claims, and causes of action, known or unknown, against the Releasees, past and present, that JOSHUA MESSIER or his family heirs and estate ever had, now have or which may arise in the future, as a result of the acts and/or omissions alleged or which could have been asserted in the litigation entitled Kevin Messier, Special Personal Representative of the Estate of Joshua Messier v. Daniel Kerr, et al., Suffolk Superior Court Civil Action No. SUCV2012-01607.

Knowing this, I, LISA BROWN, in my individual capacity and in any capacity I may have, have had or ever have as Personal Representative of the Estate of Joshua Messier, sign this

document voluntarily and freely without duress. I acknowledge that I am signing this document with the benefit of counsel. I further acknowledge that no representation induced me to agree to this settlement. It is further understood and agreed that the payment pursuant to the Settlement Agreement is only for purpose of compromise and is not in any way to be construed as an admission of liability or wrongdoing on the part of anyone including the Releasees, whether acting individually or in their official capacities, past and present, all of whom specifically deny all legal claims made against them by LISA BROWN and her legal representatives, heirs, successors and assigns and by the legal representatives, heirs, successors and assigns of the Estate, and deny any violation of JOSHUA MESSIER'S rights.

Executed this 24 day of July, 2014. LB

Lisa Brown
LISA BROWN

LISA BROWN has this day appeared before me, and has under oath signed this instrument of her own free will.

Sworn and subscribed to me this 24th day of July, 2014. LB

[Signature]
Notary Public
My Commission Expires July 10 2020

