

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 12-521B

COMMONWEALTH OF MASSACHUSETTS)
)
 Plaintiff,)
)
 v.)
)
 TIMOTHY J. MCMULLEN)
)
 Defendant.)

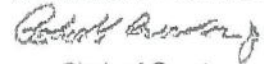
FINAL JUDGMENT AND CONSENT DECREE
AS TO DEFENDANT TIMOTHY J. MCMULLEN

On ^{April 27} ~~date~~, the Commonwealth of Massachusetts, by and through its Attorney

General, Martha Coakley, filed a Complaint alleging that Defendant Timothy J. McMullen violated the Massachusetts Consumer Protection Act, G.L. c. 93A §§2(a) and 4 by subverting a public M.G.L. c. 30B § 4 procurement process through providing one competitor with material non-public information regarding quotes submitted by its other competitors.

It appearing to the Court that the Defendant has consented, by the attached Consent, to the entry of this Final Judgment and Consent Decree; that the Defendant has waived all rights of appeal without trial or adjudication of any issue of fact or law in this action; and that the Court has subject matter and personal jurisdiction over the parties;

Now, with the consent of the parties, **IT IS HEREBY ORDERED AS**

A TRUE COPY ATTEST

Clerk of Courts

FOLLOWS:

I. JURISDICTION

- A. This Court has jurisdiction over the subject matter of this action and over each of the parties hereto. The Complaint states claims upon which relief may be granted against the Defendant under M.G.L. c. 93A, § 2.
- B. The Attorney General has the authority to bring this action pursuant to M.G.L. c. 93A § 4.
- C. Venue is proper in Plymouth County Superior Court.

II. DEFINITIONS

- A. "McMullen" means Timothy J. McMullen, an individual with a principal place of residence at 28 Benjamins Path, Pembroke, MA, and who was a Plymouth County Commissioner during the events at issue in the Complaint.
- B. "Complaint" refers to the complaint by the Commonwealth of Massachusetts filed contemporaneously with this Final Judgment and Consent Decree.
- C. "Government Entity" or "Government Entities" refer to any state or local government agency of or within the Commonwealth of Massachusetts.

III. ORDER

- A. From the date of entry of this Final Judgment and Consent Decree, Defendant shall not, directly or indirectly, provide any person or entity competing in a Government Entity's procurement process with material non-public knowledge regarding the bids or quotes submitted by other companies to the Government Entity.

IV. PAYMENT

- A. In complete settlement of Plaintiff's claims set forth in the Complaint, Defendant shall pay to Plaintiff a sum total of seven thousand five hundred dollars (\$7,500), consisting of a \$5,000 penalty and \$2,500 as partial reimbursement of the cost of its investigation and reasonable attorneys fees.
- B. Defendant shall pay the \$7,500 via certified check or money order within ten (10) business days after Defendant receives notice of the Court's entry of this Final Judgment and Consent Decree. The certified check or money order shall be delivered to Assistant Attorney General Michael Franck at the Massachusetts Office of the Attorney General, and shall be made payable to "The Commonwealth of Massachusetts."

V. RELEASE AND LIABILITY

- A. Compliance with this Final Judgment and Consent Decree resolves and settles the Plaintiff's claims that were alleged in the Complaint.
- B. Defendant's agreement to the provisions of this Final Judgment and Consent Decree does not constitute an admission of liability or fact related to any of the violations alleged in the Complaint.

VI. APPLICABILITY

- A. Plaintiff and Defendant agree and represent that any persons signing this Final Judgment and Consent Decree are authorized by proper authorities to execute it on their behalf.

VII. COMPLIANCE WITH MASSACHUSETTS AND FEDERAL LAWS

- A. Nothing in this Final Judgment and Consent Decree shall relieve Defendant of his obligations to comply with applicable Massachusetts and Federal statutes and

regulations.

VIII. ENFORCEMENT

- A. Jurisdiction is retained by this Court during the term of this Final Judgment and Consent Decree for the purpose of enabling any party to this Final Judgment and Consent Decree to apply at any time for such further orders and directions as may be necessary or appropriate, including orders and directions for the construction of any of the provisions of this Final Judgment and Consent Decree, for the enforcement of compliance with this Final Judgment and Consent Decree, and for the punishment of violations hereof, or for modification.

IX. COMPLETE AGREEMENT OF THE PARTIES

- A. This Final Judgment and Consent Decree contains the complete agreement between the Parties. No promises, representations, or warranties other than those set forth in this Final Judgment and Consent Decree have been made by the Plaintiff or Defendant. This Final Judgment and Consent Decree supersedes all prior communications, discussions, or understandings, if any, of the Parties, whether oral or in writing.

X. WAIVER OF APPEAL OF FINDINGS AND RULINGS

- A. The Defendant waives all rights of appeal he has, and also waives the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

XI. NOTIFICATIONS

- A. Any notices or communications required to be transmitted between Defendant and the Commonwealth pursuant to this Final Judgment and Consent Decree shall be provided in writing by first class mail to the parties or their successors as follows:

To the Attorney General:

Michael P. Franck
Assistant Attorney General
Antitrust Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 963-2200

To Defendant:

Elizabeth M. Clague
Attorney At Law
142 Main Street, Suite 304
Brockton, MA 02301
(508) 587-1191

XII. CONTINUING JURISDICTION

- A. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of carrying out or modifying the terms of this Final Judgment and Consent Decree, or granting such further relief as the Court deems just and proper, and the provisions of and enforcement of this Final Judgment and Consent Decree shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

XIII. MISCELLANEOUS

- A. The provisions of this Final Judgment and Consent Decree shall be severable and should any provision be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment and Consent Decree shall remain in full force and effect.
- B. Under no circumstances shall this Final Judgment and Consent Decree or the

name of Plaintiff or any of Plaintiff's employees be used by Defendant as an endorsement or approval of Defendant's acts, practices, or conduct of business.

C. This Final Judgment and Consent Decree may not be changed, altered, or modified, except by further Order of the Court.

XIV. EXPIRATION OF FINAL JUDGMENT AND CONSENT DECREE

A. Unless this Court grants an extension, this Final Judgment and Consent Decree shall expire ten (10) years from the date of its entry.

APPROVED:

PLAINTIFF, THE COMMONWEALTH
OF MASSACHUSETTS, by
MARTHA COAKLEY
Attorney General of Massachusetts

By: Michael Franck
Michael P. Franck, BBO No. 668132
Assistant Attorney General
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 963-2200

Date: ^{April}~~March~~ 27, 2012

DEFENDANT,
TIMOTHY J. MCMULLEN

By: Elizabeth M. Clague
Elizabeth M. Clague BBO No. []
BBO No. 632341
Attorney At Law
The Kennedy Building
142 Main Street, Ste 304
Brockton, MA 02301
Counsel for the Defendant

IT IS SO ORDERED AND ENTERED:

4.27.12

HON. Frank M. [Signature]

Justice of the Superior Court