

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on the date of execution, set forth below, by and between Plaintiffs Registrar of Deeds Cheryl Coakley-Rivera, Judith Potter, and Dylan Bond ("Plaintiffs"), and Defendants The Honorable Jeffrey A. Locke in his capacity as Chief Justice of the Trial Court, John Bello in his capacity as Court Administrator of the Trial Court, Charles O'Brien in his capacity as Director of Facilities Management and Capital Planning of the Trial Court, and Carol Gladstone in her capacity as Commissioner of the Division of Capital Asset Management and Maintenance ("Defendants").

WHEREAS, Plaintiffs filed a Complaint in Coakley-Rivera v. Carey, in Case No. SJ-2021-0355 on September 27, 2021 (the "Action"), concerning, among other things, the environmental conditions of the Roderick L. Ireland Courthouse at 50 State Street in Springfield, Massachusetts ("Courthouse");

WHEREAS, this case was referred to a special master for development of a factual record, Case No. SJ-2022-M001, on January 6, 2022;

WHEREAS, all the Defendants have denied liability for the claims set forth in the Complaint;

WHEREAS, the parties have agreed not to further litigate or seek judicial resolution of the factual and legal claims raised in the Complaint; and,

WHEREAS, in consideration of the mutual covenants contained herein, Plaintiffs and Defendants desire to settle and resolve all differences existing between them, resulting in the voluntary dismissal of the Complaint.

It is THEREFORE agreed as follows:

1. This Agreement is in settlement of all claims which have been or might have been asserted in this action and shall not be considered an admission of any wrongdoing on the part of any of the Defendants. None of the statements or communications of the parties made or exchanged during settlement discussions shall be offered or admissible in evidence, in this or any future action.
2. Within three days of the date of execution of this Agreement Plaintiffs, by their counsel, will file a Stipulation of Dismissal with Prejudice in the form attached as Exhibit [#] to effectuate the dismissal of the case with prejudice.
3. The Executive Office of the Trial Court shall, subject to full compliance with all applicable state laws and regulations concerning procurement, undertake the following projects for the Courthouse. To the extent procurement is required for projects in this paragraph, the Executive Office of the Trial Court shall begin the procurement process within 21 days of the signing of this Agreement.

IIVAC, MOLD REMEDIATION, AND AIR QUALITY

- a. An outside vendor paid for by the Executive Office of the Trial Court shall install air supply diffuser filters on all ventilation units in the Courthouse. The Executive Office of the Trial Court will start this project by August 2022. The Executive Office of the Trial Court shall complete this work within 180 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible. The purpose of said diffuser filter system is to filter out mold and fiberglass that might be in the HVAC system.
- b. An outside vendor paid for by the Executive Office of the Trial Court shall remediate mold in the following locations at the Courthouse:
 - Suspended ceilings in Room 446C
 - Inside the large post-filter plenum in AHU-2
 - Superior Court Evidence Room
 - Room 204A

The remediation shall be confirmed by an outside vendor who is a certified industrial hygienist.

The Executive Office of the Trial Court shall complete this work within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.

- c. An outside vendor paid for by the Executive Office of the Trial Court shall complete removal of all fiberglass from the fan coil units ("FCUs") and perimeter units. The Executive Office of the Trial Court has already started this work. The remaining locations where FCUs will be cleaned are in Offices 204, 204A, 204B, 317, 317A, 320B, 347, 347A, 347B, the Judges Lobby where Judges Wyner and Hyland are located, the Superior Court Clerk's Office, the Registry of Probate, and Jury Room 315. The Trial Court will not require any employee to work in these locations when the FCUs are being cleaned. To the extent possible, employees who regularly work in these locations will be scheduled to either (a) work remotely; or (b) in an area of the courthouse where work fan coil units are not being cleaned, when the FCUs are being cleaned. Said work is anticipated to be completed within 180 days of execution of this Agreement or sooner if reasonably possible.
- d. The Executive Office of the Trial Court shall provide and install additional portable HEPA air cleaners at locations in the Courthouse agreed upon by Plaintiffs and the Executive Office of the Trial Court. The Executive Office of

the Trial Court shall complete this work within 180 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.

The Executive Office of the Trial Court shall review, upgrade, and optimize existing HVAC system filtration in the Courthouse by having EH&E review all HVAC filtration to ensure MERV-13 filters are being used in all locations where they are feasible and do not excessively impede air flow. The Executive Office of the Trial Court shall complete this work within 60 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.

- e. Michael Lane, Environmental Health and Safety Manager for Facilities Management and Capital Planning, will examine water-damaged or mold-harboring carpet, including all the areas identified in EH&E's 2022 report and the following areas: Room 422, the Land Court / the Registry of Deeds, the Law Library, the Attorneys' Lounge, Probate Room 2, Probate Room 4, the Jury Pool, and the 204A-B Lobby. Carpet that has been water damaged or that may harbor mold will be identified by visual inspection, testing with a moisture meter, moisture mapping, taking up affected carpet tiles, remediating any mold and replacing the damaged carpet with new carpet or other new flooring. The Executive Office of the Trial Court shall complete this work within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.
- f. An outside vendor paid for by the Executive Office Trial Court shall conduct weekly indoor air sampling at the Courthouse until December 31, 2022 and provide the results on a weekly basis to the Settlement Coordinator, Chair of the Environmental Committee, Department Heads, and Unions. If Plaintiffs, or Plaintiffs' Counsel, believe the indoor air sampling results pose a risk to the health and safety of the occupants, Plaintiffs' Counsel will notify the Settlement Coordinator consistent with the procedures outlined in Paragraph 9(e).
- g. The Executive Office of the Trial Court, with the assistance of EH&E, shall develop and implement an Operations and Maintenance Plan for mold and fiberglass management in the Courthouse. The Environmental Committee shall have the opportunity to review and provide comments on the Operations and Maintenance Plan prior to its implementation. The Executive Office of the Trial Court shall ensure that the Operations and Maintenance Plan is finalized and being implemented within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control,

including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.

- h. An outside vendor paid for by the Executive Office of the Trial Court shall provide an opportunity on an annual basis for all building managers and facilities workers at the Courthouse to attend and participate in training and continuing education on mold, such as the course described at <https://www.epa.gov/mold/mold-course-introduction>.
- i. The Executive Office of the Trial Court will, within 90 days of execution of this Agreement, train building facilities workers at the Courthouse on small scale mold cleanup best practices subject to required bargaining with OPEIU, Local 6.

CLEANING OF BUILDING

- a. An outside vendor paid for by the Executive Office of the Trial Court shall deep clean the Courthouse. The deep clean shall include, but not be limited to, a deep cleaning of all carpets within the Courthouse; using high tech HEPA filter vacuums to sanitize office monitors, desks, and keyboards; cleaning light fixtures and switches; cleaning back of office electronics and appliances; disinfecting the kitchens, bathrooms, and toilets; cleaning interior windows; wiping of office partitions, dispensers, doors and tile rails; mopping the floors; wiping down bathroom doors and handles; dusting window blinds; cleaning and disinfecting sinks; dusting and wiping all hand railings; emptying and relining wastebaskets; removing cobwebs from the ceiling and other surfaces; cleaning glass surfaces throughout the Courthouse. The Courthouse shall be closed beginning the Thursday night before, and ending the Tuesday night after, a holiday weekend (4th of July weekend, 2022) for the cleaning of all accessible interior surfaces. In the event that the outside vendor determines the cleaning cannot be completed by Tuesday evening, the Courthouse shall remain closed until cleaning is completed. Trial Court employees will be paid for all non-holiday business days that the Courthouse will be closed for this cleaning as if the Courthouse were open for business on those days. Section 9(c) of this Agreement shall not apply to this paragraph (a).
- b. The Executive Office of the Trial Court shall replace all water-stained and damaged ceiling tiles in the Courthouse. The Trial Court shall ensure that this work is completed within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.
- c. The Executive Office of the Trial Court shall replace all failed floor drains in the Courthouse, and shall ensure that this work is completed within 120 days of execution of this Agreement, subject to potential delays outside of the

Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.

WATER AND MOLD PREVENTION AND MAINTENANCE

- a. An outside vendor paid for by the Executive Office of the Trial Court shall inspect the roof of the Courthouse for additional tears or cracks in the roof membrane. Prior to the inspection, the Executive Office of the Trial Court and/or the outside vendor will consult with the Environmental Committee and Department Heads in the Courthouse to obtain information they may have relating to tears, cracks, or leaks in the Courthouse roof. The outside vendor shall provide a written report of the inspection to the Executive Office of the Trial Court and Department Heads in the Courthouse. An outside vendor paid for by the Executive Office of the Trial Court shall then repair any tears or cracks in the roof membrane identified during that inspection or in the written report. The outside vendor shall provide a written report of the repairs to the Executive Office of the Trial Court and Department Heads in the Courthouse. The Executive Office of the Trial Court shall complete this work within 60 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.
- b. ABC Glass, who will be paid by the Executive Office of the Trial Court, shall inspect the exterior of all windows in the Courthouse for leaks. Prior to the inspection, ABC Glass and/or Executive Office of the Trial Court will consult with the Environmental Committee and Department Heads in the Courthouse to obtain information they may have relating to leaks. ABC Glass shall provide a written report of the inspection to the Executive Office of the Trial Court and Department Heads in the Courthouse. ABC Glass shall repair and/or re-caulk any exterior leaks identified during that inspection. ABC Glass shall provide a written report of the repairs to the Executive Office of the Trial Court and Department Heads in the Courthouse. The Executive Office of the Trial Court shall complete this work within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible. Any interior leaks identified by occupants after the repair and re-caulking of all exterior leaks will be addressed within 60 days of an occupant notifying the Settlement Coordinator, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.
- c. The Executive Office of the Trial Court shall complete the replacement of damaged sheetrock and wood trim in the locations listed in Attachment A to

this Agreement. The Executive Office of the Trial Court shall complete this work within 90 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.

- d. If there is mold growth affecting greater than 10 square feet of total surface area within the Courthouse, Plaintiffs' Counsel will notify the Settlement Coordinator consistent with the procedures outlined in Paragraph 9(e), and the Settlement Coordinator shall have authority to convene an emergency mediation at his/her discretion.

PLUMBING AND SEWAGE

- a. The Executive Office of the Trial Court shall inspect potential sewage line overflow between the second and third floors of the Courthouse, and shall provide a written report of the inspection to building occupants. The Executive Office of the Trial Court shall complete this work within 90 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.
- b. The Executive Office of the Trial Court shall investigate the cause of the sewage line overflow and make any repairs identified by that investigation, and shall provide a written report of the investigation to building occupants. The Executive Office of the Trial Court shall complete this work within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible.
- c. An outside vendor paid for by the Executive Office of the Trial Court shall conduct an updated inspection of the Courthouse for rodents. The outside vendor shall be required to provide a written report of the inspection to Executive Office of the Trial Court and Department Heads in the Courthouse. An outside vendor paid for by the Executive Office of the Trial Court shall exterminate all rodent-infested areas identified during that inspection or in the written report. The outside vendor shall provide a written report of the extermination to the Executive Office of the Trial Court and Department Heads in the Courthouse. The Executive Office of the Trial Court shall complete this work within 120 days of execution of this Agreement, subject to potential delays outside of the Executive Office of the Trial Court's control, including, but not limited to, procurement delays, supply chain delays, or vendor delays, or sooner if reasonably possible. The Trial Court shall continue to monitor the issue on an ongoing basis.

4. The Executive Office of the Trial Court shall, subject to full compliance with all applicable state laws concerning procurement, hire an outside vendor to conduct an Occupational Health Assessment and Evaluation in which all current and former Trial Court employees and other individuals who worked in the Courthouse may voluntarily choose to participate. The Occupational Health Assessment and Evaluation will, among other things, include a survey and evaluate the Courthouse-related health concerns of such employees in an effort to determine whether there are any environmental conditions within the Courthouse that may be contributing to such Courthouse-related concerns and provide the Executive Office of the Trial Court and the Environmental Committee with a written report and recommendations that the Trial Court will make publicly available. The Executive Office of the Trial Court will begin the procurement process within one (1) week of the signing of this Agreement.

5. The Division of Capital Asset Management and Maintenance shall complete and make publicly available the site assessment and feasibility study that it announced on April 4, 2022 for studying the possibility of building a new courthouse to replace the Courthouse. The Division of Capital Asset Management and Maintenance shall provide monthly updates to the Settlement Coordinator, and the Executive Office of the Trial Court as to the progress of the site assessment and feasibility study. The Division of Capital Asset Management and Maintenance shall, subject to applicable statutes and regulations, complete the site assessment and feasibility study as soon as practicable. The Division of Capital Asset Management and Maintenance expects to complete the site assessment and feasibility study by June 1, 2023.

6. The Executive Office of the Trial Court and the Division of Capital Asset Management and Maintenance shall continue with the planning process for renovation of the Courthouse, pursuant to the recommendations made in the February 24, 2022, feasibility study, unless or until it is determined that there will be replacement of the Courthouse. If the decision is made to renovate, instead of replace, the Court, renovations are expected to begin in 2024.

7. The Executive Office of the Trial Court agrees that, if a decision is made to renovate the Courthouse instead of replacing the Courthouse, it will order employees to vacate the Courthouse during the renovation and relocate court operations before the renovation work begins.

8. The Division of Capital Asset Management and Maintenance agrees to implement and complete the "Dehumidification Project," in which it plans to refurbish or replace certain existing electrical reheat coils as well as replace undersized hot water reheats with new electrical reheats associated with AHU-1 and the courtrooms it serves. Work is expected to begin at the Courthouse in June 2022.

9. The Executive Office of the Trial Court shall retain an independent third-party to be agreed to by the Parties to serve as the Settlement Coordinator for this case until the obligations set forth in Paragraphs 3-5 of this Agreement are complete. The Settlement Coordinator's powers and responsibilities shall include, but are not limited to:

- a. Serving as a conduit of information between the Executive Office of the Trial Court and the Division of Capital Asset Management and Maintenance and the occupants of the Courthouse to provide the occupants with updates on the projects specified in Paragraphs

3-5 of this Agreement and any other repairs or maintenance of the building in which an outside vendor or contractor is used;

- b. Receiving complaints and concerns, which may be confidential, from occupants of the Courthouse about the environmental conditions at the Courthouse and relaying them to the Executive Office of the Trial Court; obtaining responses and information about those complaints or concerns from the Executive Office of the Trial Court; and relaying the responses and information to the individual(s) who complained or raised concerns;
- c. Receiving input from occupants of the Courthouse concerning the selection of the outside vendors who will perform the work under Paragraphs 3 and 4 and relaying that input to the Executive Office of the Trial Court before any such vendors are hired. In circumstances in which the Executive Office of the Trial Court is selecting among two or more vendors for work required under Paragraphs 3 or 4, the Executive Office of the Trial Court shall endeavor, to the extent allowed under applicable public procurement statutes, and consistent with the parties' mutual desire that work proceed as expeditiously as possible, to solicit input on the vendors being considered from the occupants of the Courthouse via the Settlement Coordinator. In all events, hiring of outside vendors must proceed in accordance with all applicable public procurement statutes and regulations. This provision does not apply to work that will be performed under Paragraphs 3 and 4 where the vendor that will perform the work is already specified in this Agreement.

Beginning no later than 30 days after the execution of this Agreement, and continuing until one year from the date of execution, the Executive Office of the Trial Courts shall make monthly status reports on the anticipated start date and progress of the projects specified in Paragraphs 3-4 of the Agreement and any repairs or maintenance of the building that an outside vendor or contractor is expected to begin within 30 days to the Settlement Coordinator, Department Heads in the Courthouse, and to Plaintiffs' counsel; and

If Plaintiffs, the Clerk-Magistrate for the Springfield District Court, or the Probation Regional Supervisor-District Court Region 1 (collectively, "the Enforcement Parties"), believe that Defendants have materially breached the terms of this Agreement, they may provide written notice to the Settlement Coordinator and Defendants. If the Settlement Coordinator determines that a potential material breach has been alleged, he or she will then convene a mediation within fourteen calendar (14) days so that the Defendants have an opportunity to timely cure any alleged breach. If the Parties are not able to resolve the alleged material breach at mediation, then, no sooner than 14 calendar days after the mediation, the Enforcement Parties have the right to file an action in Hampden County Superior Court to enforce this Agreement.

10. This Agreement shall terminate, without action by any party or the court, two years after the execution of this agreement, or when courthouse operations are moved out of the Courthouse, whichever is sooner.

11. The action items in this Agreement shall in no way affect the feasibility study described in Paragraph 5, which relates to the potential replacement of the Roderick Ireland

Courthouse. Nor shall any of the action items in this Agreement be considered to have obviated the need for the renovations as described in the February 24, 2022 DCAMM feasibility study.

12. This Agreement contains all the agreements, conditions, promises and covenants between Plaintiffs and Defendants and their respective counsel, regarding matters set forth in this Agreement and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of this Agreement.

13. Plaintiffs and Defendants represent and warrant that they have authority to enter into this Agreement and that this Agreement shall be binding upon, and inure to the benefit of, their successors and assigns. Each of the persons executing this Agreement on behalf of a Plaintiff or Defendant represents and warrants that he or she has the authority to do so.

14. Plaintiffs fully, finally and forever release, relinquish, discharge, and waive any and all claims for relief that were or could have been brought against the Defendants concerning the facts alleged and the causes of action claimed in the Action, including those relating to polychlorinated biphenyls, from the beginning of time until the end of the term of this Agreement, excepting the provisions for enforcement herein.

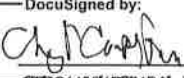
15. Plaintiffs and Defendants may not modify any provision of this Agreement, except by written consent of Plaintiffs and Defendants.

16. Plaintiffs and Defendants participated in the drafting of this Agreement and, accordingly, any claimed ambiguity shall not be presumptively construed for or against any Plaintiff or Defendant.

17. This Agreement may be executed in counterparts (the last date of execution of any counterpart constituting the execution date), each of which shall constitute an original instrument and all of which together shall constitute one and the same Agreement.

18. This Agreement shall not constitute, be construed as, or otherwise be incorporated into a consent decree or other order of the Court.

Plaintiffs,

DocuSigned by:

Cheryl Coakley-Rivera

Date: 5/6/2022

Judith Potter

Date:

Dylan Bond

Date:

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Plaintiffs,

Cheryl Coakley-Rivera Date: _____

Judith Potter Date: _____

DocuSigned by:


Dylan Bond Date: 5/6/2022

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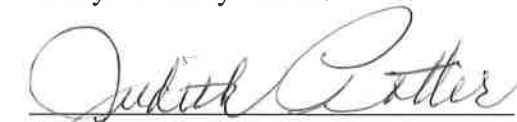
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Plaintiffs,

Cheryl Coakley-Rivera

Date: _____




Judith Potter


Date: 5/6/22

Dylan Bond

Date: _____

Defendants,

 Date: 5/6/22
Chief Justice Jeffrey A. Locke,
in his capacity as Chief Justice of the Trial Court

 Date: 5/6/22
John Bello,
in his capacity as Court Administrator of the Trial Court

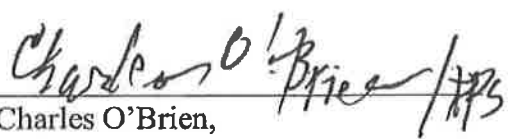
Date: _____
Charles O'Brien,
in his capacity as Director of Facilities Management and Capital Planning of the Trial Court

Date: _____
Carol Gladstone,
in her capacity as Commissioner of the Division of Capital Asset Maintenance and Management

Defendants,

Date: _____
Chief Justice Jeffrey A. Locke,
in his capacity as Chief Justice of the Trial Court

Date: _____
John Bello,
in his capacity as Court Administrator of the Trial Court


Date: 5/6/22
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in his capacity as Director of Facilities Management and Capital Planning of the Trial Court

Date: _____
Carol Gladstone,
in her capacity as Commissioner of the Division of Capital Asset Maintenance and Management

Defendants,

Chief Justice Jeffrey A. Locke,
in his capacity as Chief Justice of the Trial Court

Date: _____

John Bello,
in his capacity as Court Administrator of the Trial Court

Date: _____

Charles O'Brien,
in his capacity as Director of Facilities Management and Capital Planning of the Trial Court

Date: _____

/s/ Carol Gladstone _____
Carol Gladstone,
in her capacity as Commissioner of the Division of Capital Asset Maintenance and Management

Date: 5/6/2022

Attachment A: Sheetrock Scope of Work
Coakley-Rivera et al. v. Locke et al.

Floor 2	
204	Damaged sheetrock
204A	Damaged sheetrock
204B	Damaged sheetrock
205	Damaged sheetrock
208 FMD	Missing 1x2 ceiling tiles and damaged paint
250	Damaged paint
251	Damaged paint
251A	Damaged Paint
Floor 3	
Law Library	Damaged 1x2 ceiling tiles, sheetrock and wood trim
309	Damaged wood trim
313A	Damaged wood trim
317	Damaged wood trim
317B	Damaged wood trim
320	Damaged sheetrock
320A	Damaged wood trim and sheetrock
320B	Damaged wood trim and sheetrock
367	Damaged wood trim
368	Damaged sheetrock
369	Damaged sheetrock
371B Men	Damaged paint
372	Damaged wood trim
374C	Damaged wood trim and sheetrock
377	Damaged sheetrock
Floor 4	
400A Land Reg.	Damaged wood trim
403A	Damaged wood trim
416	Damaged wood trim
416A	Damaged wood trim and sheetrock
416B	Damaged sheetrock
419	Damaged sheetrock
428	Damaged wood trim and sheetrock
428A	Damaged wood trim and sheetrock
428B	Damaged wood trim and sheetrock