

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
C.A. NO. 2014-02499

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

Evan Dobelle,

Defendant.

FINAL JUDGMENT BY CONSENT

WHEREAS, Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney General Maura Healey ("the Commonwealth"), and defendant Evan Dobelle ("Dobelle" or "Defendant") consent to the entry of this Final Judgment by Consent ("Consent Judgment") and its provisions without trial or adjudication to resolve all claims in the above-captioned case;

WHEREAS, the Commonwealth filed this action in Suffolk County Superior Court on August 7, 2014, pursuant to the Massachusetts False Claims Act, G.L. c. 12 § 5A *et seq.* ("MFCA"), alleging Dobelle submitted false claims in connection with use of Westfield State University ("WSU") credit cards for personal purchases and use of WSU funds and resources for personal travel;

WHEREAS, Dobelle denied the allegations in his Answer to the Complaint and asserted various defenses;

WHEREAS, without making any admissions of wrongdoing or admitting that the facts alleged in the Complaint are true or accurate, Dobelle acknowledges that this Court has subject

JUDGMENT ENTERED ON DOCKET 5-1-15
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 55(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(c) AS FOLLOWS

notice given in hand.

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matter jurisdiction over this case and personal jurisdiction over him, and consents to the entry of this Consent Judgment in this case to resolve fully and finally the allegations raised in the Complaint;

WHEREAS, Dobelle has agreed to execute and file a Joint Stipulation of Dismissal With Prejudice and Without Costs in the matter of *Dobelle v. Westfield State University*, Civil Action No. HDCV2013-00891, in the form annexed hereto as Exhibit A;

WHEREAS, the Commonwealth and Dobelle (collectively "the Parties") agree there is no just reason for delay, and that the Court's execution of this Consent Judgment constitutes an entry of a final judgment as to all claims in this matter;

NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED:

I. Parties

1. This Consent Judgment, which constitutes a continuing obligation, is binding upon the Defendant.

II. Jurisdiction and Venue

2. This Court has jurisdiction over the persons and subject matter of this action pursuant to G.L. c. 12, §§ 5C & 10 and G.L. c. 223A, § 3.

3. Venue is proper in Suffolk County pursuant to G.L. c. 12, § 5C and G.L. c. 223, § 5.

III. Monetary and Injunctive Relief

4. Upon entry of this Consent Judgment, the Defendant shall pay the Commonwealth \$185,000.00 ("the Settlement Amount") comprised, pursuant to G.L. c. 12, § 5B, as follows: (a) treble damages in the amount of \$132,000; and (b) attorneys' fees and costs of investigation in the amount of \$53,000. The Attorney General may, in her sole discretion,

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allocate up to \$44,000 of the damages to Westfield State University and up to \$25,000 of the fees and costs of investigation to the Office of the Inspector General to cover costs incurred in connection with its related investigation.

5. The Defendant shall pay the Settlement Amount by certified or bank check payable to the "Commonwealth of Massachusetts – Office of the Attorney General" and delivered to Julia Bell Andrus, Assistant Attorney General, Office of the Attorney General, 10 Mechanic Street, Suite 301, Worcester, MA 01608, or by wire transfer according to wiring instructions to be provided by the Commonwealth at the Defendant's request.

6. Pursuant to Mass. R. Civ. P. 65(d), Defendant shall not accept any position, whether paid or unpaid, as an employee, advisor, consultant or fiduciary, at any public institution of higher education within the Commonwealth of Massachusetts. *See* G.L. c. 15A § 5.

IV. Other Provisions

7. All notices and documents required by this Consent Judgment shall be provided via first class mail and email to the parties as follows:

a. If to the Attorney General:

Julia Bell Andrus
Consumer Protection Division
Office of the Attorney General
10 Mechanic Street, Suite 301
Worcester, MA 01608
julia.andrus@state.ma.us

b. If to the Defendant:

Darrell Mook
Donovan Hatem LLP
53 State St.
Boston, MA 02109
dmook@donovanhatem.com

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8. This Consent Judgment fully and finally resolves all claims in this case only. Nothing in this Consent Judgment resolves, settles or otherwise affects any claim or action that has been brought or could be brought against the Defendant by any other person or administrative, regulatory or law enforcement agency, or which is not civil in nature. The Defendant agrees not to assert any further claims or causes of action against the Commonwealth, WSU or its employees, agents, representatives, attorneys, successors and assigns for liability arising from or related to the Complaint.

9. The Parties waive all rights of appeal, and also waive the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure. The Parties will not challenge or appeal the entry of the Consent Judgment, or the Court's jurisdiction to enter and enforce the Consent Judgment.

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

11. Nothing in this Consent Judgment shall relieve the Defendant of his duty to comply with any provision of law. Consent to this Consent Judgment does not constitute an approval by the Commonwealth, or any of its political subdivisions, including WSU, of the Defendant's acts and practices, and the Defendant shall not make any representations to the contrary.

12. Nothing in this Consent Judgment shall preclude the Commonwealth from commencing an action to pursue any remedy or sanction that may be available to the Commonwealth upon its determination that the Defendant has failed to comply with any of the requirements of this Consent Judgment.

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13. This Consent Judgment contains the complete agreement between the Commonwealth and the Defendant relating to the matters discussed herein. No promises, representations or warranties other than those set forth in this Consent Judgment have been made by any of the Parties. This Consent Judgment supersedes all prior communications, discussions or understandings, if any, of the Parties, whether oral or in writing.

14. The provisions of this Consent Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Consent Judgment shall remain in full force and effect.

15. This Consent Judgment may not be changed, altered, or modified except by further order of the Court.

16. This Consent Judgment becomes effective upon entry by the Court.

APPROVED AND ORDERED:


Justice of the Superior Court

Dated: 4/30, 2015