

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into by and between Maura O’Neill as Administrator of the Estate of Madelyn E. Linsenmeir (“Plaintiff”), Maura O’Neill personally, Maura O’Neill as parent and next friend of Aidan O’Neill, a Minor, Kate O’Neill, and Maureen Linsenmeir (the “Plaintiff Parties”) and the Commonwealth of Massachusetts, by and through its agency the Hampden County Sheriff’s Office (“HCSO”), and Maureen Couture (“Couture”) (collectively, the “Defendants”). The Plaintiff Parties and the Defendants are each referred to individually as a Party, and collectively as the Parties.

**WHEREAS**, Plaintiff’s decedent, Madelyn Linsenmeir, was arrested on September 29, 2018, and held at the Springfield Police Department’s lock-up until transfer to HCSD’s Western Massachusetts Regional Women’s Correctional Center (“WCC”) on September 30, 2018;

**WHEREAS**, Plaintiff’s decedent, Madelyn Linsenmeir, was suffering from medical conditions including infective endocarditis at the time of her arrest;

**WHEREAS**, Plaintiff’s decedent, Madelyn Linsenmeir, was held at the WCC until she was transported to Baystate Medical Center in Springfield, Massachusetts, on October 4, 2018;

**WHEREAS**, Plaintiff’s decedent, Madelyn Linsenmeir, died in HCSO custody at Baystate Medical Center in Springfield, Massachusetts, on October 7, 2018;

**WHEREAS**, Plaintiff filed a lawsuit on March 5, 2020, in the United States District Court for the District of Massachusetts (“U.S. District Court”) captioned *Maura O’Neill as Administrator of the Estate of Madelyn E. Linsenmeir v. City of Springfield et al.*, C.A. No. 20-30036 (the “Lawsuit”), and an Amended Complaint in the Lawsuit on April 27, 2023, which included claims against the Defendants alleging violations of Ms. Linsenmeir’s statutory and constitutional rights to receive medical care and wrongful death in connection with Ms. Linsenmeir’s time in HCSO’s custody and eventual death;

**WHEREAS**, the Lawsuit was scheduled for a jury trial beginning on March 24, 2025;

**WHEREAS**, on March 21, 2025, the parties reached agreement on the material terms for settlement and reported that to the U.S. District Court, and the U.S. District Court entered a 30-day settlement order of dismissal;

**WHEREAS**, the Parties have entered into this Agreement, among other reasons, as a compromise of disputed claims to avoid further expense, inconvenience and the burden of a protracted dispute, and nothing herein represents, and may not be construed as, an acknowledgement or admission of any liability or wrongdoing in any way on the part of any of the Parties hereto;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and obligations set forth below, and for the good and valuable consideration as stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Settlement Payment:** HCSO hereby agrees to pay Plaintiff, the Estate of Madelyn E. Linsenmeir (the "Estate"), the sum of Six Hundred Thousand Dollars and 00/100 **(\$600,000.00)** on account of Plaintiff's claims for damages on account of physical injury and physical sickness ("Settlement Payment"). No part of the Settlement Payment is for punitive damages. Plaintiff fully understands that the payment of the settlement amount requires payment from the Commonwealth of Massachusetts and that the Defendants have already obtained full authority to settle this matter for the settlement amount of \$600,000.00. Plaintiff understands that the Defendants will, within seven (7) days of the execution of this Full and Final Release submit the written authorization to the proper authorities within the Commonwealth of Massachusetts for approval and payment to the Plaintiff in the amount of \$600,000.00 (USD). The Settlement Payment may be made by check sent by Federal Express or other delivery service that provides parcel tracking, or by wire transfer. The Settlement Payment check shall be made out to Gravel & Shea PC Trust Account fbo the Estate of Madelyn E. Linsenmeir and mailed to Gravel & Shea PC attn.: Celeste E. Laramie at P.O. Box 369 Burlington, Vermont 05402-0369.

2. **Policy Agreements:** HCSO hereby further agrees to enact in good faith, and adhere to the policies and procedures described in Exhibit A hereto (the "Policy Agreements"). HCSO agrees to implement the Policy Agreements, and provide Plaintiff with written confirmation of such implementation, within fourteen (14) days after execution of this Agreement. Such written confirmation shall include copies of all new and revised protocols, policies, procedures, and training materials created or modified in connection with implementing the Policy Agreements. Prior to the date of this Agreement HCSO has shared drafts, descriptions, and extracts or language from some, policies and procedures with the Plaintiff Parties, which the Plaintiff Parties have not confirmed constitute implementation of the requirements of the Policy Agreements. Execution of this Agreement shall not be construed as a waiver of any of the Plaintiff Parties' rights with respect to the confirmation of implementation set forth in this Section 2 and the Plaintiff Parties reserve such rights. Enactment of and continued adherence to the Policy Agreements constitutes a necessary condition for the Defendants' full compliance with the terms of this Agreement. HCSO further agrees to use best efforts to draft a report documenting the results of, and its continued adherence to, the Policy Agreements, for release to the Plaintiff (by sending to Plaintiff's counsel) and to the public one (1) year after the execution of this Agreement.

3. **Release:** In consideration for the Settlement Payment, Plaintiff Parties hereby remise, release and forever discharge Defendants, and any of their respective heirs, servants, agents, attorneys, officers, officials, employees, and former employees (the "Defendant Released Parties"), from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in LAW and in EQUITY, which Plaintiff Parties now have or ever had from the beginning of the world to this date, on account of any and all claims arising from Madelyn Linsenmeir's arrest, detention, and death, including but not

limited to the claims raised in the Lawsuit, including any other such claims for personal injury, wrongful death, loss of liberty, loss of earnings, loss of earning capacity, permanent impairment, loss of future earnings, loss of future earning capacity, tort claims, civil rights, discrimination claims (including but not limited to claims brought pursuant to the Americans with Disabilities Act), breach of contract, breach of warranty, property damage claims and consequences thereof, including but not limited to, death, pain and suffering, loss of consortium and any injuries or damages which may now exist but which, at this time, are unknown, unknowable, and unanticipated, and which may or may not develop further at some time in the future, and including any such claims concerning any unforeseeable or unanticipated further developments or consequences of the Plaintiff Parties' known and unknown injuries or damages, and including any claims that may accrue in the future (including but not limited to any claim by, brought by, or on behalf of any of the Plaintiff Parties, including but not limited to Aidan O'Neill upon reaching the age of majority) and including any claims for costs, attorneys' fees, expert witness fees, or any other litigation related expenses incurred in connection with the Lawsuit (the "Linsenmeir Released Claims"). Further, in consideration of this release and other valuable consideration, the Defendants hereby release and forever discharge the Estate of Madelyn E. Linsenmeir, Aidan O'Neill, Maura O'Neill, Kate O'Neill, and Maureen Linsenmeir from all claims, demands, causes of action, and liabilities which they now have or have ever had from the beginning of the world to this date, including any claims for costs, attorneys' fees, expert witness fees, and any other litigation related expenses incurred in connection with the Lawsuit (the "Defendant Released Claims"). The Linsenmeir Released Claims and the Defendant Released Claims shall not include claims for nonperformance by any Party of their obligations under this Agreement, which are expressly retained and are not released.

4. No Inducements and Complete Agreement: No promise or inducement which is not herein expressed has been made to the Parties and in executing this Agreement, the Parties do not rely upon any statement or representation made by any of the other Parties, or by any agent, attorney, physician, doctor or any other person representing any of the other Parties, concerning the nature, extent or duration of said damages or losses or the legal liability thereof. This Agreement and attachments and exhibits hereto set forth the entire agreement and understandings of the Parties, and supersedes and nullifies any and all other agreements, whether written or oral, between the Parties.

5. Agreement as Defense: This Agreement extends to all the Linsenmeir Released Claims and the Defendant Released Claims, and any person released hereby can raise this Agreement as a complete defense to any claim or suit released by this Agreement.

6. Understanding of Settlement Agreement: The Plaintiff Parties, including but not limited to the Estate's Administrator, Maura O'Neill, acknowledge that they have read this Agreement and fully understand that this Agreement, in accordance with the intent and purpose expressed above, encompasses all negotiations, discussions, and bargaining of the Parties as to this Agreement, and is the entire agreement between the Parties to this Agreement. Further, the Parties represent that they have been represented by counsel of their choice, have conferred with their counsel, have determined that the terms of this agreement are fair, adequate, and reasonable under all circumstances and that this determination has been based upon their

independent judgment, and that, in making this determination, they have had an adequate opportunity to discuss and assess the merits of this Agreement, and enter this Agreement freely and voluntarily.

The Parties further state that they are of legal age, have carefully read the forgoing Agreement and know and understand the contents and sign it as their own free act. The Parties further affirm that they were presented with an adequate opportunity between the matter giving rise to this Agreement and the signing of this Agreement to consider the Agreement and its consequences.

7. Authority to Sign. The Defendants represent that any official signing this Agreement on their behalf has received all necessary authorizations to do so and is fully authorized to execute this Agreement. Any attorney signing on behalf of his or her client represents that the client is fully informed as to the contents of this Agreement, that the client has had a full and complete opportunity to review this Agreement with the attorney and receive legal advice concerning it, that the client is entering into this agreement knowingly and voluntarily and has provided all necessary authorizations for the attorney to execute this Agreement, and that the lawyer is fully authorized to execute this Agreement.

8. Governing Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Massachusetts. Any action to enforce this Agreement may be filed in state courts of Massachusetts, and the parties expressly consent to venue and jurisdiction therein.

9. No Waiver. Failure of any of the Parties to object to or take affirmative action with respect to any conduct of any of the other Parties that is in violation of the terms of this Agreement shall not be construed as a waiver of such Party's rights with respect to such violation or with respect to any future violation.

10. Severability. The provisions of this Agreement are severable, and if any provision is found to be contrary to law or otherwise invalid or unenforceable, all remaining provisions shall remain in full force and effect. The invalid or unenforceable provision(s) in question shall be modified by agreement of the Parties so as to be rendered valid and enforceable and to give the Parties the intended benefits of the stricken provision(s).

11. Counterparts. Separate copies of this Agreement or the signature page, below, shall constitute original documents, which may be signed separately, but which together shall constitute a single Agreement. This Agreement shall be effective as of the date of the last signature.

12. The Parties understand that this Agreement may be considered a public record and subject to disclosure as such.

13. The Settlement Payment may be subject to valid intercept claims against the Estate. The Defendants are unaware of any intercept claims as of the date of this Agreement.

14. The Parties have received and reviewed and hereby acknowledge and accept the

information set forth in the Notice of Commonwealth Responsibilities for Settlement/Judgment Tax Withholdings, Intercept and Tax Reporting W-2, 1099-MISC and 1099-INT and Public Records Requests, attached hereto as Exhibit B.

Dated this 23<sup>rd</sup> day of May, 2025.

Signature page below.

**Witness:**

**MAURA O'NEILL AS  
ADMINISTRATOR OF THE  
ESTATE OF MADELYN  
LINSENMEIR**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

Title: Administrator of the Estate of  
Madelyn E. Linsenmeir

Date of signature: \_\_\_\_\_

**Witness:**

**MAURA O'NEILL, Personally**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

**Witness:**

**MAURA O'NEILL, AS  
PARENT AND NEXT FRIEND OF  
AIDAN O'NEILL**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

Witness:

KATE O'NEILL

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Witness:

MAUREEN LINSENMEIR

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Witness:

THE COMMONWEALTH OF  
MASSACHUSETTS, BY AND  
THROUGH THE HAMPDEN COUNTY  
SHERIFF'S DEPARTMENT

Francine Burakowski

Terese S Finnegan

Signature

Signature

Francine Burakowski

Printed Name

Terese S Finnegan

Printed Name

Title: General Counsel

Date of signature: 5/22/25

**Witness:**

Francine Burakowski

**Signature**

Francine Burakowski

**Printed Name**

**MAUREEN COUTURE**

Maureen Couture

**Signature**

MAUREEN COUTURE

**Printed Name**

Date of signature: 5-23-25



## **EXHIBIT A**

### **Policy Agreements**

1. HCSO agrees that as a part of the Intake Admissions Screen, a Qualified Health Professional will be required to expressly ask each incarcerated person whether they are experiencing pain, and if so, where they are experiencing pain. The responses to these questions must be documented in writing. This requirement will be incorporated into (i) HCSD Policy 4.5.7, Protocol 2: Receiving Screening, subpart (d); and (ii) HCSD Policy 4.1.1, Protocol 1, subpart (c).
2. HCSO agrees that all calls made to the medical department where an incarcerated person complains of pain, and all complaints of pain made by an incarcerated person to medical staff, must be documented in writing including the incarcerated person's name, identification, and the substance of the pain of which they are complaining. This requirement will be incorporated into a specific policy.
3. HCSO agrees that for any incarcerated person who is on medication for opioid use disorder (MOUD) for whom HCSO has at least 7 days' notice prior to their release, HCSD will provide a warm hand-off to an MOUD provider within the community who can continue to provide their medication upon their release. This requirement will be incorporated into a specific policy.
4. HCSO agrees to provide an annual training for HCSO nurses that addresses differential diagnosis which includes instruction regarding the particular importance of conducting differential diagnosis for any incarcerated person with a history of substance use disorder given the overlap between withdrawal symptoms and the symptoms of other serious conditions.
5. HCSO agrees to provide mandatory Continuing Education Training covering the early signs of substance use withdrawal, evaluating worsening conditions in people experiencing substance use withdrawal, and the stigma surrounding substance use disorder. HCSO also agrees to provide this training at New Staff Orientation for all non-uniformed staff.
6. HCSO agrees that a Qualified Health Professional will immediately assess each arrestee brought to the WCC from a police department in the intake department, including an assessment of the need for emergency medical care. This requirement is incorporated into Policy 4.1.1, Protocol 1 and Policy 4.5.7, Protocol 2.
7. HCSO agrees to conduct a wellness check including orientation, pain status, vital signs (blood pressure, pulse, oxygen saturation, temperature), intake/output, and signs of dehydration on the following schedule, which is required under the Wellness Assessment Check 8-26-22:
  - a. For incarcerated people experiencing withdrawal from alcohol, benzodiazepines and sedatives, a wellness check plus CIWA check will be

conducted every 8 hours for the first 24 hours; then once CIWA is 9 or less for 24 hours, every 12 hours for 24 hours; then once CIWA is 5 or less for 24 hours, daily for two days.

- b. For incarcerated people experiencing withdrawal from opiates, a wellness check plus a COWS check every 8 hours for the first 24 hours; then once COWS is 5 or less for 24 hours, daily for two days.
  - c. For all other incarcerated people, daily wellness checks for the first 72 hours of their incarceration.
8. HCSO agrees that for people who enter an HCSO facility with an opioid use disorder (OUD), HCSO will provide access to treatment with medication for opioid use disorder (MOUD), with all three forms of FDA-approved MOUD, both for those who are already on such medication (maintenance MOUD) and for those who are not yet on such medication (induction MOUD).

# Exhibit B

**COMMONWEALTH OF MASSACHUSETTS - OFFICE OF THE COMPTROLLER**  
NOTICE OF COMMONWEALTH RESPONSIBILITIES FOR SETTLEMENT/JUDGMENT TAX WITHHOLDINGS,  
INTERCEPT AND TAX REPORTING W-2, 1099-MISC and 1099-INT AND PUBLIC RECORDS REQUESTS



## To Settlement/Judgment Claimant, Attorney or 3<sup>rd</sup> Party Payee:

The following information outlines the tax reporting, withholding, intercept and public records disclosure requirements for Settlement and Judgment payments made by Commonwealth Departments pursuant to 815 CMR 5.0. All questions should be referred to the Claimant's attorney/representative or the Commonwealth Department subject to the Settlement or Judgment. The Office of the Comptroller will not discuss individual claims, tax reporting or withholding issues, the status of payments or public records issues with Claimants or Claimant attorneys. Any additional information provided is informational only and should not be considered legal or tax advice. Claimants, attorneys and 3<sup>rd</sup> parties are responsible for seeking legal and tax advice and for all tax liabilities and tax compliance.

**Intercept and Wage Garnishments.** Claimants are advised that the Commonwealth is obligated to intercept (deduct) from any settlement or judgment payment amounts due for outstanding government debts (such as state or federal taxes, child support, student loans or other debts for which due process notice has already been provided), as well as for existing wage garnishments posted in the state payroll system HR/CMS. Intercepts may be taken even if a deduction is not specifically identified as part of a settlement or judgment.

**Workers Compensation.** Employment related personal injury or sickness claims are not considered an employment related claim or a tort claim, and must be filed and processed as a workers compensation claim under the appropriate workers compensation or supplemental workers compensation statutes (G.L. c. 152, c. 30, § 58, c. 40, s. 111F, G.L. c. 126, s. 18A).

**Employment Related Claims:** An employment related claim includes any damages awarded to or on behalf a current or former Commonwealth employee which arose from an employment relationship. The Commonwealth as a general policy processes all employment related damages as "wages" through the state payroll system with applicable supplemental flat tax withholding rates for state taxes (5.25%), federal taxes (25%), Medicare taxes (1.45%). W-4 elections do not apply. **Back pay damages** include payments only for a specific number of hours, days or differential amounts at the allowable salary for that period, with retirement contributions, and less any other income earned during that number of days from unemployment, retirement earnings or other earnings. **Lump sum damages** include any unspecified, compensatory or make-whole damages, overtime, emotional distress, front-pay, health insurance premium or other reimbursements etc. Employment claim reimbursements are generally taxable and not considered normal employee business reimbursements, even if paid as a "Make-whole" payment.

Withholdings on employment related back pay or lump sum amounts are mandatory at the time of payment, may not be negotiated, and will be reported by the Commonwealth on the current or former employee's W-2. The Commonwealth has determined that the risk to Claimants of penalties and interest for failure to pay quarterly estimated taxes, and the risk to the Commonwealth and taxpayers for penalties and interest for failure to withhold taxes supports this tax withholding and reporting practice. Claimants should consult their tax advisor to determine if any tax refunds or deductions are appropriate. Please see *IRS Memorandum Income and Tax Reporting Consequences of Employment Related Judgments and Settlements* at: <http://www.mwe.com/info/pubs/irs-counsel-memo.pdf>.

**Payments to a 3<sup>rd</sup> Party.** A Claimant may also receive a 1099-MISC (Box 3) (employee or non-employee claimant) if a payment is made directly to a 3<sup>rd</sup> Party under a settlement or judgment. All damages awarded under a settlement or judgment are awarded to the Claimant even if the payments are identified to be made to a 3<sup>rd</sup> party (such as an attorney, estate, insurer etc.). The Claimant will receive a 1099-MISC (Box 3) for any amounts paid to a 3<sup>rd</sup> party in addition to any 1099 issued to the 3<sup>rd</sup> party, and will be responsible for filing this form, and payment of any taxes, as part of the Claimant's tax return.

**Interest (pre or post judgment).** Statutorily authorized interest amounts are considered tax reportable on a 1099-INT and are generally taxable. Any payee receiving interest will receive a 1099-INT and will be responsible for filing this form, and payment of any taxes, as part of the tax return.

**Lump Sum.** Unspecified, make-whole, and other types of compensatory damages, consequential, emotional distress and punitive damages are considered gross income and tax reportable and are generally taxable. Current or former employees will receive a W-2 for employment related payments of lump sum damages (see "Employment claims" above). Non-employee Claimants will receive a 1099-MISC (Box 3) and will be responsible for filing this form, and payment of taxes, as part of the

## COMMONWEALTH OF MASSACHUSETTS - OFFICE OF THE COMPTROLLER

### NOTICE OF COMMONWEALTH RESPONSIBILITIES FOR SETTLEMENT/JUDGMENT TAX WITHHOLDINGS, INTERCEPT AND TAX REPORTING W-2, 1099-MISC and 1099-INT AND PUBLIC RECORDS REQUESTS



Claimant's tax return.) Claimants should contact a tax advisor and their attorney for guidance on tax issues. Please see IRS Publication 4345 at: <http://www.irs.gov/pub/irs-pdf/p4345.pdf>.

**Tort Claims.** Presentments filed under M.G.L. c. 258, the Massachusetts Tort Claims Act (See <https://malegislature.gov/Laws/GeneralLaws/PartIII/TitleIV/Chapter258>) for personal physical injury or sickness or property damages (not exceeding the adjusted basis or value of the property) are generally not tax reportable. Civil rights or federal claims that are not filed under c. 258 may be tax reportable and taxable unless a personal physical injury or property damage is established. Note that emotional distress is not considered a personal physical injury or sickness unless it is legally determined to have arisen from a physical injury or sickness caused by a tort.

**Civil Rights Claims.** State or federal claims of civil rights discrimination, even if filed as tort or tort-like claim, will be considered tax reportable (W-2 with withholdings for employees or 1099-MISC Box 3 non-employees) and are generally considered taxable, unless a personal physical injury/sickness or property damage is established. Note that emotional distress is not considered a personal physical injury or sickness unless it is legally determined to have arisen from a physical injury or sickness caused by a tort.

**Attorneys fees.** A Claimant may receive a 1099-MISC (Box 3) for any amounts paid to the Claimant's attorney and will be responsible for filing this form as part of the Claimant's tax return. All damages awarded under a settlement or judgment are considered awarded to the Claimant even if the payments are identified to be made to the attorney as attorneys fees. The Claimant's attorney will also receive a 1099-MISC (Box 14) for the same amount. For employment claims, attorneys fees are not considered "wages" and are not subject to tax withholdings prior to payment but are considered gross income and may be taxable to the Claimant. See IRS Revenue Rule 80-364. There may be a limited exclusion from gross income for attorney fees for unlawful discrimination claims. See IRC § [62\(e\)](#) and IRS [Publication 525](#) and [Mass. Dept. of Revenue - TIR 05-16; The Effect of the Adoption of the Updated Internal Revenue Code on the Massachusetts Personal Income Tax \("Code Update"\)](#). See section B: [Deduction for Costs Involved in Unlawful Discrimination Suits IRC §§62\(a\)\(19\) & 62\(e\)](#). <http://www.mass.gov/dor/businesses/help-and-resources/legal-library/tirs/tirs-by-years/2005-releases/tir-05-16-the-effect-of-the-adoption-of-the.html>.

**Indemnification Costs.** Legal costs for representation of any Commonwealth employee or officer, and any associated claim damages paid on the claim, are not tax reportable to the indemnified employee or officer subject to M.G.L. c. 258.

**Estimated Taxes for Payments Issued Without Withholdings.** If withholdings are not made at the time of payment, estimated taxes may be due in the quarter following payment of a claim and penalties and interest may accrue if estimated taxes are not paid timely to the IRS or the State Department of Revenue (DOR). Claimants should contact a tax advisor and their attorney for guidance on tax issues. Please see IRS Publication 4345 at: <http://www.irs.gov/pub/irs-pdf/p4345.pdf>.

**Public Records Disclosure.** Based upon a recent court decision, *Globe Newspaper Co., Inc. v. Executive Office of Administration and Finance, et. al.*, Suffolk Superior Court Civil Action No. 11-01184-A, ([https://www.macomptroller.org/wp-content/uploads/content/globe-v-anf-decision\\_2013-06-14.pdf](https://www.macomptroller.org/wp-content/uploads/content/globe-v-anf-decision_2013-06-14.pdf)) the name of a recipient payee of a settlement or judgment payment made from the CTR Settlement and Judgment account is considered a public record and is subject to disclosure. In order for CTR to exempt a payee name, a Department must provide a specific statutory exemption, or a ruling from the Supervisor of Public Records barring the release of the name of a payee recipient. See: <https://www.macomptroller.org/wp-content/uploads/sj-public-records-requests.pdf>.

**Additional Settlement and Judgment Information.** See: <http://www.macomptroller.org/settlements-and-judgments> for additional Settlement and Judgment information.