

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
UNITED STATES OF AMERICA)	
)	
v.)	Crim. No. 99-10371-DJC
)	
JAMES J. BULGER,)	
Defendant,)	
_____)	

SETTLEMENT AGREEMENT

I. THE PARTIES

This agreement is entered into by and among the following:

- A. The United States of America, by and through its attorney, Carmen M. Ortiz;
- B. The estates of murder victims named in the Third Superseding Indictment filed in the above-captioned action that are listed in Schedule A hereto.
- C. The extortion victims named in the Third Superseding Indictment filed in the above-captioned action that are listed in Schedule B hereto.

II. DEFINITIONS

The following definitions shall apply to this agreement:

- A. “**Additional Assets**” shall mean any assets other than the Currency, Household Items, and Weapons and Ammunition (all as defined herein) seized for forfeiture by the United States on any date on or after the Defendant’s arrest on June 22, 2011 through either the Defendant’s death, or satisfaction of the money judgment entered against him in the above-captioned action, whichever is sooner.

B. **“Currency”** shall mean the \$821,799.49 in United States currency seized from 1012 Third Street, Apartment 303, Santa Monica, California after the Defendant’s arrest on June 22, 2011.

C. **“Defendant”** shall mean the defendant James J. Bulger.

D. **“Distributable Assets”** shall mean those assets available for distribution to Murder Victim Estate Claimants and Extortion Victim Claimants under the terms of this Settlement Agreement, as more fully defined below, and includes the Currency, the net proceeds of the Household Items and the net proceeds of any Additional Assets, subject to the terms of this Settlement Agreement.

E. **“Extortion Victim Forfeiture Share”** shall mean $1/63^{\text{rd}}$ (one sixty-third) share of Distributable Assets each for extortion victim Richard Buccheri and extortion victim Michael Solimando, and $1/126^{\text{th}}$ (one hundred twenty-sixth) share of Distributable Assets for extortion victim Julie Dammers (with the another $1/126^{\text{th}}$ share of Distributable Assets reserved for extortion victim the Estate of Stephen Rakes in accordance with the terms of this Settlement Agreement).

F. **“Extortion Victim Claimants”** shall mean the parties identified in section I.C above.

G. **“Household Items”** shall mean personal property, including but not limited to, jewelry, electronics, art, furniture, household items, clothing, personal effects, and any and all other personal property, excluding one Stanley Cup ring, seized from 1012 Third Street, Apartment 303, Santa Monica, California after the Defendant’s arrest on June 22, 2011.

H. **“Indictment”** shall mean the Third Superseding Indictment filed on May 23, 2001 in the above-captioned action.

I. **“Murder Victim Estate Claimants”** shall mean the parties identified in section I.B above.

J. **“Murder Victim Estate Forfeiture Share”** shall mean 1/21st (one twenty-first) share of Distributable Assets.

K. **“Settlement Agreement”** shall mean the instant agreement.

L. **“Settling Claimants”** shall mean the parties identified in sections I.B and I.C above.

M. **“Settling Parties”** shall mean the parties identified in sections I.A, I.B and I.C above.

N. **“Weapons and Ammunition”** shall mean the following items seized from 1012 Third Street, Apartment 303, Santa Monica, California after the Defendant’s arrest on June 22, 2011:

1. Colt Lightweight Officers ACP, .45 caliber handgun with one empty magazine, serial number DL01173;
2. Auto Ordinance Thompson model number ZG51/Pitbull, .45 caliber pistol with one empty magazine, serial number AOC59609;
3. Smith & Wesson model number 4006, .40 caliber pistol with one empty magazine, serial number VDF1743;
4. Colt Defender Series 60, .45 caliber handgun with one empty magazine, serial number DR06879;
5. Smith & Wesson, .38 caliber pistol, serial number 130015;
6. Springfield Armory model number 1911-A1, .45 caliber handgun with one empty magazine, serial number N480918;
7. Mossberg model number KPR12, .12 caliber pistol, serial number 777522A;
8. Colt Sporter Lightweight, .223 caliber rifle, serial number 003906;
9. Mossberg model number 500A, .12 caliber shotgun, serial number L489673;
10. Sturm Ruger & Co. Inc. model mini 14, .223 caliber rifle, serial number 181-59582;
11. Smith & Wesson, .38 caliber pistol, serial number 2710;

12. Professional Ordnance, Inc. model carbon 15 pistol, .223 caliber pistol, serial number B24867;
13. Colt Detective Special, .38 caliber revolver, serial number D0017R;
14. Taurus, .357 magnum revolver, serial number NJ131942;
15. Taurus, .357 revolver, serial number 2352;
16. Beretta model number 92 FS, .9 caliber pistol with one empty magazine, serial number E505032;
17. Springfield Armory Micro Compact, .45 caliber pistol with one magazine, serial number 428626;
18. Smith & Wesson, .357 revolver, serial number CCV0997;
19. North American Arms, Inc., .22 magnum revolver, serial number E073535;
20. Beretta model MOD21A-22L.R, .22 caliber pistol with one empty magazine, serial number DAA016388;
21. 22/45, .22 caliber handgun with one empty magazine, serial number 220-39720;
22. Colt MK IV Series 80, .45 caliber pistol with one empty magazine, serial number FC32853;
23. Kimber Stainless Ultra Carry II, .45 caliber pistol with one empty magazine, serial number KU35555;
24. Smith & Wesson model number 65-3, .354 caliber revolver, serial number 18924;
25. one inert facsimile grenade;
26. Springfield Armory Champion, .45 caliber pistol with one empty magazine, serial number N480948;
27. High Standard Derringer D-100, .22 caliber pistol, serial number 2169503;
28. Rossi, .38 Special Revolver, serial number D620120;
29. Smith & Wesson, .38 caliber pistol, serial number 11296;
30. Kimber Ultra Carry II, .45 caliber pistol with one empty magazine, serial number KU42880;

31. Springfield Armory model 1911 Champion, .45 caliber pistol with one empty magazine, serial number NM139014;
32. one black Stun Blaster Taser;
33. miscellaneous rounds of ammunition and magazines;
34. miscellaneous holsters and accessories; and
35. approximately eight knives.

III. RECITALS

A. WHEREAS, on May 23, 2001, a federal grand jury sitting in the District of Massachusetts returned the Indictment charging the Defendant, and others, with Racketeering Conspiracy, in violation of 18 U.S.C. § 1962(d) (Count One); Racketeering, in violation of 18 U.S.C. § 1962(c) (Count Two); Extortion Conspiracy: “Rent”, in violation of 18 U.S.C. § 1951 (Count Three); Extortion of Kevin Hayes, in violation of 18 U.S.C. §§ 1951 and 2 (Count Four); Money Laundering Conspiracy, in violation of 18 U.S.C. § 1956(h) (Count Five); Money Laundering, in violation of 18 U.S.C. §§ 1956(a)(1)(B)(i) and 2 (Counts Six through Twenty-Six); Money Laundering, in violation of 18 U.S.C. §§ 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2 (Count Twenty-Seven); Possession of Firearms in Furtherance of Violent Crime, in violation of 18 U.S.C. §§ 924(c) and 2 (Count Thirty-Nine); Possession of Machineguns in Furtherance of Violent Crime, in violation of 18 U.S.C. §§ 924(c) and 2 (Count Forty); Possession of Unregistered Machineguns, in violation of 26 U.S.C. §§ 5841, 5845(a), 5861(d), and 5871, and 18 U.S.C. § 2 (Count Forty-Two); Transfer and Possession of Machineguns, in violation of 18 U.S.C. §§ 922(o) and 2 (Count Forty-Five); and Possession of Firearms with Obliterated Serial Numbers, in violation of 18 U.S.C. §§ 922(k) and 2 (Count Forty-Eight);¹

¹ The Defendant was not charged in the remaining Counts of the Indictment.

B. WHEREAS, the Indictment contained Racketeering Forfeiture Allegations, pursuant to 18 U.S.C. § 1963, which sought the forfeiture, as a result of the offenses in violation of 18 U.S.C. § 1962, as set forth in Counts One and Two, of (i) all interests the defendants have acquired and maintained in violation of 18 U.S.C. § 1962, wherever located, and in whatever names held; (ii) all interests in, securities of, claims against, and properties and contractual rights of any kind affording a source of influence over, any enterprise which the defendants have established, operated, controlled, conducted, and participated in the conduct of, in violation of 18 U.S.C. § 1962; and (iii) all property constituting, and derived from, any proceeds which the defendants obtained, directly or indirectly, from racketeering activity in violation of 18 U.S.C. § 1962;

C. WHEREAS, the Indictment further provided that, if any of the above-described forfeitable property, as a result of any act or omission by the defendants, (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty, the United States is entitled to seek forfeiture of any other property of the Defendant, up to the value of such assets, pursuant to 18 U.S.C. § 1963(m);

D. WHEREAS, on August 12, 2013, after a forty-one day jury trial, a jury found the Defendant guilty on the racketeering charges (Counts One and Two), as well as Counts Three, Five, Six through Twenty-Six, Twenty-Seven, Thirty-Nine, Forty, Forty-Two, Forty-Five, and Forty-Eight of the Indictment;

E. WHEREAS, after the conviction of the Defendant, on November 19, 2013, the Court entered a Preliminary Order (Specific Assets) for the following items seized from 1012 Third Street, Apartment 303, Santa Monica, California after the Defendant's arrest on June 22, 2011:

1. the Currency;
2. the Weapons and Ammunition; and
3. the Household Items;

F. WHEREAS, after the conviction of the Defendant, on November 19, 2013, the Court entered an Order of Forfeiture (Money Judgment) against the Defendant in the amount of \$25,162,800 in United States currency;

G. WHEREAS, each of the Settling Claimants submitted a claim asserting an interest as to a share of certain assets subject to forfeiture in the above-captioned action;

WHEREAS, the Settling Parties now desire to reach a full and final settlement of this matter as to the claims of the Settling Claimants as to the Currency, the Weapons and Ammunition, the Household Items, and any Additional Assets.

IV. TERMS

NOW THEREFORE, it is stipulated and agreed by and among the undersigned Settling Parties as follows:

A. Upon execution by the Settling Parties, this Settlement Agreement shall be filed with the United States District Court for the District of Massachusetts. This Court shall retain jurisdiction to enforce the provisions of this Settlement Agreement.

B. Each of the Settling Claimants agrees that it has not asserted, and will not assert, any claim or interest in the Weapons and Ammunition, expressly waives any and all claims to the Weapons and Ammunition, and agrees to forfeiture of the Weapons and Ammunition to the United States.

C. The United States agrees to release the Currency to the Murder Victim Estate Claimants and the Extortion Victim Estate Claimants as follows:

1. Each Murder Victim Claimant shall receive one Murder Victim Estate Forfeiture Share of the Currency, less any debt owed to the United States or any agency of the United States, or any debt that the United States is authorized to collect from the respective estate;
2. Each Extortion Victim Claimant shall receive his or her Extortion Victim Forfeiture Share of the Currency, less any debt that the United States is authorized to collect from the respective claimant.
3. Payment to the Settling Claimants shall be made payable to the Estate or Extortion Victim as named in Schedules A and B, and sent to the attorney, estate administrator, or extortion victim who executes this Settlement Agreement on behalf of each Settling Claimant, at the address listed herein. It shall be the responsibility of each Settling Claimant to provide written notice to the United States as to any change to the address for payment.
4. Payment is conditioned upon the United States prevailing against any competing claims to the Currency.
5. Payment shall be made after entry of a Final Order of Forfeiture directing payment in accordance with the terms of the Settlement Agreement.
6. The United States shall submit a Motion for Final Order of Forfeiture of the Currency after the expiration of time for any third party to file a claim to the Currency requesting entry of a Final Order of Forfeiture in accordance with the terms of the Settlement Agreement.

D. The United States agrees to release the net proceeds from the Household Items to the Murder Victim Estate Claimants and the Extortion Victim Estate Claimants as follows:

1. The United States shall file a motion seeking an order authorizing the sale of the Household Items in accordance with the terms of this Settlement Agreement.
2. The United States, in its sole discretion, shall determine which of the Household Items shall be listed for sale, and the timing and method employed for any such sale, consistent with any order issued by the Court.
3. The net proceeds of the Household Items shall mean the gross sale value less expenses incurred by the United States for the transportation, storage, valuation, sale and other expenses incurred with the forfeiture and liquidation of such items.
4. Each Murder Victim Claimant shall receive one Murder Victim Estate Forfeiture Share of the net proceeds of the Household Items, less any debt owed to the United States or any agency of the United States, or any debt

that the United States is authorized to collect from the respective estate;

5. Each Extortion Victim Claimant shall receive his or her Extortion Victim Forfeiture Share of the net proceeds of the Household Items, less any debt that the United States is authorized to collect from the respective claimant.
6. Payment to the Settling Claimants shall be made payable to the Estate or Extortion Victim as named in Schedules A and B, and sent to the attorney, estate administrator, or extortion victim who executes this Settlement Agreement on behalf of each Settling Claimant, at the address listed herein. It shall be the responsibility of each Settling Claimant to provide written notice to the United States as to any change to the address for payment.
7. Payment is conditioned upon the United States prevailing against any competing claims to the Household Items.
8. Payment shall be made after entry of a Final Order of Forfeiture for the net proceeds of the Household Items, directing payment in accordance with the terms of the Settlement Agreement.
9. The United States shall submit a Motion for Final Order of Forfeiture of the Household Items after the expiration of time for any third party to file a claim to the Household Items requesting entry of a Final Order of Forfeiture in accordance with the terms of the Settlement Agreement.

E. The United States agrees to release the net proceeds from any Additional Assets to the Murder Victim Estate Claimants and the Extortion Victim Estate Claimants as follows:

1. The Claim submitted by each Settling Claimant shall be deemed to assert a claim to and identical share of any Additional Assets.
2. If any Additional Asset is not liquid, the United States shall file a motion seeking an order authorizing the sale of the non-liquid Additional Asset in accordance with the terms of this Settlement Agreement.
3. The United States, in its sole discretion, shall determine which non-liquid Additional Assets shall be listed for sale, and the timing and method employed for any such sale, consistent with the terms of any order issued by the Court.
4. The net proceeds of the Additional Assets shall mean the gross sale value less expenses incurred by the United States for the transportation, storage, valuation, sale and other expenses incurred with the forfeiture and liquidation of any non-liquid Additional Assets.

5. Each Murder Victim Claimant shall receive one Murder Victim Estate Forfeiture Share of the net proceeds of the Additional Assets, less any debt owed to the United States or any agency of the United States, or any debt that the United States is authorized to collect from the respective estate;
6. Each Extortion Victim Claimant shall receive his or her Extortion Victim Forfeiture Share of the net proceeds of the Additional Assets, less any debt that the United States is authorized to collect from the respective claimant.
7. Payment to the Settling Claimants shall be made payable to the Estate or Extortion Victim as named in Schedules A and B, and sent to the attorney, estate administrator, or extortion victim who executes this Settlement Agreement on behalf of each Settling Claimant, at the address listed herein. It shall be the responsibility of each Settling Claimant to provide written notice to the United States as to any change to the address for payment.
8. Payment is conditioned upon the United States prevailing against any competing claims to any Additional Assets.
9. Payment shall be made after entry of a Final Order of Forfeiture for the net proceeds of any Additional Assets, directing payment in accordance with the terms of the Settlement Agreement.
10. The United States shall submit a Motion for Final Order of Forfeiture of the Additional Assets, after the expiration of time for any third party to file a claim to the Additional Assets requesting entry of a Final Order of Forfeiture in accordance with the terms of the Settlement Agreement.

F. Upon the District Court's endorsement of any Final Judgment and Order of Forfeiture, the United States Marshals Service shall then seize, maintain custody and control over, and dispose of the Weapons and Ammunition, as well as any other item to be forfeited to the United States included in such order(s), in accordance with United States Department of Justice policies regarding the disposition of forfeited property.

G. Within a reasonable time after the District Court's endorsement of any Final Judgment and Order of Forfeiture, the United States Marshals Service shall release Distributable Assets to the Settling Claimants in accordance with the terms herein.

H. The Settling Parties agree that the settlement of this matter upon the terms and conditions set forth herein is in full, final, and complete satisfaction of any and all civil claims against the United States, arising out of the seizure, restraint, liquidation and/or forfeiture of the Currency, the Household Items, any Additional Assets, and the Weapons and Ammunition.

I. The Settling Parties agree to the escrow of four (one as to each) Murder Victim Estate Forfeiture Shares of Distributable Assets for the following: (i) the Estate of Edward Connors; (ii) the Estate of Brian Halloran; (iii) the Estate of Francis Leonard; and (iv) the Estate of Joseph Notarangeli, to allow those victims additional time to submit claims in this matter so long as such claims are submitted to the United States on or before September 30, 2016. In addition, the Settling Parties agree to the escrow of 1/126th share of Distributable Assets for the Estate of Stephen Rakes to allow that extortion victim additional time to submit a claim in this matter so long as such claim is submitted to the United States on or before September 30, 2016. The Settling Parties agree payment may be made to (i) the Estate of Edward Connors; (ii) the Estate of Brian Halloran; (iii) the Estate of Francis Leonard; (iv) the Estate of Joseph Notarangeli; and (v) the Estate of Stephen Rakes for each victim's respective share upon submission of a satisfactory claim and execution of a Settlement Agreement whose terms are consistent with the terms of this Settlement Agreement. The Settling Parties further agree that if any of (i) the Estate of Edward Connors; (ii) the Estate of Brian Halloran; (iii) the Estate of Francis Leonard; (iv) the Estate of Joseph Notarangeli; and (v) the Estate of Stephen Rakes do not timely submit a claim and execute a Settlement Agreement, that portion of the Distributable Assets shall be distributed to all other participating victims on a pro-rata basis, as calculated by the shares provided for each in this Settlement Agreement.

J. The Settling Claimants unconditionally release, indemnify, and hold harmless the United States, and its officers, agents, employees, and representatives, both past and present, including, but not limited to, the United States Department of Justice, the United States Attorney's Office for the District of Massachusetts, the United States Drug Enforcement Administration, the United States Federal Bureau of Investigation, the United States Marshals Service, as well as any state, county, and local law enforcement agencies whose personnel assisted, or will assist, in the forfeiture proceedings (including any liquidation) for the Currency, the Household Items, the Additional Assets, and the Weapons and Ammunitions, from any and all claims, including, but not limited to, demands, damages, causes of action, or suits, of whatever kind and/or description and wheresoever situated, which might now or ever exist by reason of, or grow out of or affect, directly or indirectly, the forfeiture proceedings against the Currency, the Household Items, the Additional Assets, and the Weapons and Ammunitions, or the provisions of the instant Settlement Agreement, including claims that this forfeiture or the distribution of funds under this Settlement Agreement violates the Fourth Amendment, the Due Process Clause or the Double Jeopardy Clause of the Fifth Amendment, or the Excessive Fines Clause of the Eighth Amendment of the United States Constitution, or any other provision of federal or state constitutional, statutory or common law. This Settlement Agreement does not release any claims by the Settling Parties other than those related to the Currency, the Household Items, the Weapons and Ammunition, and the Additional Assets.

K. Each Settling Claimant warrants and guarantees that the individual executing this Settlement Agreement is authorized to bind it to this agreement.

L. All rights of appeal are hereby waived by the Settling Parties, and each Settling Party shall bear its own fees, including attorney's fees and other expenses, incurred by it in connection with any of the proceedings pertaining directly or indirectly to this forfeiture.

M. Each Settling Claimant agrees that nothing in this Settlement Agreement shall be construed to satisfy or offset any tax liability or any other debt owed to the United States by the Settling Claimant.


N. Each Settling Party hereby acknowledges that it is entering into this Settlement Agreement knowingly, freely and voluntarily, without coercion, duress, or undue influence.

O. Each Settling Party agrees that the Settlement Agreement may be executed in multiple counterparts, each bearing the signature of one or more parties. Any copy bearing the signature of the party to be charged may be deemed an original. For purposes of presenting this Agreement to the Court, all Settling Parties agree that faxed or emailed copies of signatures to this Agreement are acceptable. Any such faxed or emailed signatures will be supplemented with original signature pages as soon as practicable thereafter.

IN WITNESS WHEREOF, the United States of America, by its attorney, Carmen M. Ortiz, and each of the Settling Claimants, individually or its attorney, hereby execute this Agreement.

CARMEN M. ORTIZ,
United States Attorney,

By: _____


Mary B. Murrane
Assistant United States Attorney
United States Attorney's Office
1 Courthouse Way, Suite 9200
Boston, MA 02210
(617) 748-3100

Date: _____

3/16/2016

THE ESTATE OF ARTHUR BARRETT,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF JOHN B. CALLAHAN,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF RICHARD CASTUCCI,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

CARMEN M. ORTIZ,
United States Attorney,

By: _____
Mary B. Murrane
Assistant United States Attorney
United States Attorney's Office
1 Courthouse Way, Suite 9200
Boston, MA 02210
(617) 748-3100

Date: _____

THE ESTATE OF ARTHUR BARRETT,

Signature: Elaine M. Barrett
Printed Name: ELAINE M. BARRETT
Title (attorney or administrator):
Administrator
Address: _____
Address: Quincy, MA. 02171
Date: 2-15-16

THE ESTATE OF JOHN B. CALLAHAN,

Signature: _____
Printed Name: _____
Title (attorney or administrator):

Address: _____
Address: _____
Date: _____

THE ESTATE OF RICHARD CASTUCCI,

Signature: _____
Printed Name: _____
Title (attorney or administrator):

Address: _____
Address: _____
Date: _____

CARMEN M. ORTIZ,
United States Attorney,

By: _____
Mary B. Murrane
Assistant United States Attorney
United States Attorney's Office
1 Courthouse Way, Suite 9200
Boston, MA 02210
(617) 748-3100

Date: _____

THE ESTATE OF ARTHUR BARRETT,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

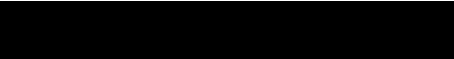
Date: _____

THE ESTATE OF JOHN B. CALLAHAN,

Signature: Mary J. Callahan

Printed Name: MARY J. CALLAHAN

Title (attorney or administrator):

Address: 

Address: BURLINGTON, MA, 01803

Date: FEB. 22, 2016

THE ESTATE OF RICHARD CASTUCCI,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

CARMEN M. ORTIZ,
United States Attorney,

By: _____
Mary B. Murrane
Assistant United States Attorney
United States Attorney's Office
1 Courthouse Way, Suite 9200
Boston, MA 02210
(617) 748-3100

Date: _____

THE ESTATE OF ARTHUR BARRETT,

Signature: _____

Printed Name: _____

Title (attorney or administrator):
_____ / _____

Address: _____

Address: _____

Date: _____

THE ESTATE OF JOHN B. CALLAHAN,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF RICHARD CASTUCCI,

Signature: Michael A. Laurano

Printed Name: Michael A Laurano

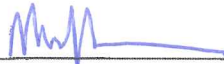
Title (attorney or administrator):
Attorney

Address: PO Box 960114

Address: Boston Ma 02196

Date: Feb 12th 2016

THE ESTATE OF DEBRA DAVIS,

Signature: 

Printed Name: Michael J. Heneman

Title (attorney or administrator):
Attorney for Estate

Address: HBMH Law, 276 Union Ave

Address: Framingham, MA 01702

Date: 3/2/16

**THE ESTATE OF MICHAEL J.
DONAHUE,**

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF DEBORAH HUSSEY,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF THOMAS M. KING,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF DEBRA DAVIS,

Signature: _____

Printed Name: _____

Title (attorney or administrator): _____

Address: _____

Address: _____

Date: _____

THE ESTATE OF MICHAEL J. DONAHUE,

Signature: Patricia Donahue

Printed Name: PATRICIA Donahue

Title (attorney or administrator): PATRICIA Donahue

Address: [REDACTED]

Address: KINGSTON ma 02364

Date: 2/26/16

THE ESTATE OF DEBORAH HUSSEY,

Signature: _____

Printed Name: _____

Title (attorney or administrator): _____

Address: _____

Address: _____

Date: _____

THE ESTATE OF THOMAS M. KING,

Signature: _____

Printed Name: _____

Title (attorney or administrator): _____

Address: _____

Address: _____

Date: _____

THE ESTATE OF DEBRA DAVIS,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

**THE ESTATE OF MICHAEL J.
DONAHUE,**

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF DEBORAH HUSSEY,

Signature: Ann M. Donelan

Printed Name: Ann M. Donelan

Title (attorney or administrator):
Attorney

Address: 1089 Beacon Street - Suite # 204

Address: Newton, MA 02459

Date: February 9, 2016

THE ESTATE OF THOMAS M. KING,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF DEBRA DAVIS,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

**THE ESTATE OF MICHAEL J.
DONAHUE,**

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF DEBORAH HUSSEY,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF THOMAS M. KING,

Signature: Margaret P. King

Printed Name: MARGARET P. KING

Title (attorney or administrator):
Margaret P. King

Address: 

Address: South Boston, MA 02127

Date: Feb. 16, 2016

THE ESTATE OF PAUL McGONAGLE,

Signature: *Sean McGonagle*

Printed Name: Sean McGonagle

Title (~~attorney~~ or administrator):
XXXXXX

Address: [REDACTED]

Address: Dorchester, MA. 02124

Date: February 19, 2016

THE ESTATE OF JOHN McINTYRE,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF MICHAEL MILANO,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

**THE ESTATE OF ALFRED
NOTORANGELI,**

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF PAUL McGONAGLE,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF JOHN MCINTYRE,

Signature: Christopher J McIntyre

Printed Name: CHRISTOPHER J MCINTYRE

Title (attorney or administrator):

Address: 40 Jeffrey Dwyer Associates PC

Address: 4 Longfellow Place #3501

Date: Boston MA 02114

THE ESTATE OF MICHAEL MILANO,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF ALFRED
NOTORANGELI,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF PAUL McGONAGLE,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF JOHN McINTYRE,

Signature: _____

Printed Name: _____

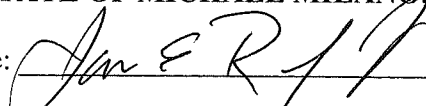
Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF MICHAEL MILANO,

Signature:  _____

Printed Name: James E. Riley, Jr.

Title (attorney or administrator):
Attorney

Address: 420 Main Street, Suite 25

Address: Walpole, MA

Date: February 23, 2016

**THE ESTATE OF ALFRED
NOTORANGELI,**

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF PAUL McGONAGLE,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF JOHN McINTYRE,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF MICHAEL MILANO,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

**THE ESTATE OF ALFRED
NOTORANGELI,**

Signature: Thomas P. Angeli

Printed Name: THOMAS P. ANGELI

Title (attorney or administrator):

Address: _____

Address: NORTH RENDING, VA 01864

Date: 2-20-16

THE ESTATE OF WILLIAM H. O'BRIEN, THE ESTATE OF JAMES S. O'TOOLE,

Signature: Reba O'Brien

Signature: _____

Printed Name: Reba O'Brien

Printed Name: _____

Title (attorney or administrator):
CO-Personal Representative

Title (attorney or administrator):

Address: [REDACTED]

Address: _____

Address: Rehoboth, MA 02769

Address: _____

Date: 2/23/16

Date: _____

THE ESTATE OF ALBERT PLUMMER,

THE ESTATE OF JAMES FRANCIS SOUSA,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (attorney or administrator):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

THE ESTATE OF WILLIAM H. O'BRIEN, THE ESTATE OF JAMES S. O'TOOLE,

Signature: William H. O'Brien

Signature: _____

Printed Name: William H. O'Brien

Printed Name: _____

Title (attorney or administrator):

Title (attorney or administrator):

Administrator

Address: [REDACTED]

Address: _____

Address: South Boston, MA 02127

Address: _____

Date: March 15, 2016

Date: _____

THE ESTATE OF ALBERT PLUMMER,

THE ESTATE OF JAMES FRANCIS SOUSA,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (attorney or administrator):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

THE ESTATE OF WILLIAM H. O'BRIEN, THE ESTATE OF JAMES S. O'TOOLE,

Signature: _____

Signature: Laurea M. Mello

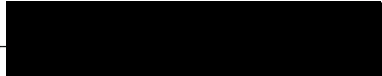
Printed Name: _____

Printed Name: Laurea M. Mello

Title (attorney or administrator):

Title (attorney or administrator):
Administratrix

Address: _____

Address: 

Address: _____

Address: Winthrop MA 02152

Date: _____

Date: 2/12/16

THE ESTATE OF ALBERT PLUMMER,

THE ESTATE OF JAMES FRANCIS SOUSA,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (attorney or administrator):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

THE ESTATE OF WILLIAM H. O'BRIEN, THE ESTATE OF JAMES S. O'TOOLE,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (attorney or administrator):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

THE ESTATE OF ALBERT PLUMMER,

Signature: Donald F. Herbert

Printed Name: DONALD F. HERBERT

Title (attorney or administrator):
ATTORNEY

Address: HERBERT & DOLDER PLLC

Address: 14 FRONT ST
EXETER, NH 03803

Date: 2/12/2016

THE ESTATE OF JAMES FRANCIS SOUSA,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF WILLIAM H. O'BRIEN, THE ESTATE OF JAMES S. O'TOOLE,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (attorney or administrator):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

THE ESTATE OF ALBERT PLUMMER,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____

Address: _____

Date: _____

THE ESTATE OF JAMES FRANCIS SOUSA,

Signature: Robert F. Reddy

Printed Name: Robert F. Reddy

Title (attorney or administrator):

Attorney

Address: 2923rd Shore Dr. No.

Address: E. Palmdale, MA 01936

Date: 2-18-16

THE ESTATE OF ROGER M. WHEELER, RICHARD BUCCHERI,

Signature: 

Signature: _____

Printed Name: Frank A. Libby, Jr.

Printed Name: _____

Title (attorney or administrator):

Title (claimant or attorney):

ATTORNEY

Address: LIBBY/KOPES, P.C.

Address: _____

Address: 399 Boylston St Boston

Address: _____

Date: 26th Feb 2016 02/16

Date: _____

JULIE DAMMERS,

MICHAEL SOLIMANDO,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (claimant or attorney):

Title (claimant or attorney):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

THE ESTATE OF ROGER M. WHEELER, RICHARD BUCCHERI,

Signature: _____

Printed Name: _____

Title (attorney or administrator):

Address: _____


Address: _____

Date: _____

Signature: Richard Buccheri

Printed Name: RICHARD BUCCHERI

Title (claimant or attorney):
CLAIMANT

Address: 

Address: Duxbury MA 02332

Date: 2-10-16

JULIE DAMMERS,

Signature: _____

Printed Name: _____

Title (claimant or attorney):

Address: _____

Address: _____

Date: _____

MICHAEL SOLIMANDO,

Signature: _____

Printed Name: _____

Title (claimant or attorney):

Address: _____

Address: _____

Date: _____

THE ESTATE OF ROGER M. WHEELER, RICHARD BUCCHERI,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (claimant or attorney):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

JULIE DAMMERS,

MICHAEL SOLIMANDO,

Signature: 

Signature: _____

Printed Name: STEVEN M. LUNDHOLM

Printed Name: _____

Title (claimant or attorney):
Attorney

Title (claimant or attorney):

Address: 50 BRAINTREE HILL PK

Address: _____

Address: SUITE 202 BRAINTREE

Address: _____

Date: MA 02184

Date: _____

February 25 2016

THE ESTATE OF ROGER M. WHEELER, RICHARD BUCCHERI,

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (attorney or administrator):

Title (claimant or attorney):

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

JULIE DAMMERS,

Signature: _____

Printed Name: _____

Title (claimant or attorney):

Address: _____

Address: _____

Date: _____

MICHAEL SOLIMANDO,

Signature: *Michael Solimando Jr.*

Printed Name: Michael Solimando Jr.

Title (claimant or attorney):

Address: [REDACTED]

Address: Marshfield, Ma. 02050

Date: 3/10/16

SCHEDULE A

MURDER VICTIM ESTATE CLAIMANTS

1. THE ESTATE OF ARTHUR BARRETT;
2. THE ESTATE OF JOHN B. CALLAHAN;
3. THE ESTATE OF RICHARD CASTUCCI;
4. THE ESTATE OF DEBRA DAVIS;
5. THE ESTATE OF MICHAEL J. DONAHUE;
6. THE ESTATE OF DEBORAH HUSSEY;
7. THE ESTATE OF THOMAS M. KING;
8. THE ESTATE OF PAUL McGONAGLE;
9. THE ESTATE OF JOHN MCINTYRE;
10. THE ESTATE OF MICHAEL MILANO;
11. THE ESTATE OF ALFRED NOTORANGELI;
12. THE ESTATE OF WILLIAM H. O'BRIEN;
13. THE ESTATE OF JAMES S. O'TOOLE;
14. THE ESTATE OF ALBERT PLUMMER;
15. THE ESTATE OF JAMES FRANCIS SOUSA; and
16. THE ESTATE OF ROGER M. WHEELER.

SCHEDULE B

EXTORTION VICTIM CLAIMANTS

1. RICHARD BUCCHERI;
2. JULIE DAMMERS; and
3. MICHAEL SOLIMANDO.