

GT REDACTION

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this \_\_\_\_\_ day of March, 1995 by and between The Roman Catholic Archbishop of Boston, a Corporation Sole (the "Archdiocese"), Father Paul R. Shanley ("Fr. Shanley") and [REDACTED] ("Mr. [REDACTED]"), (collectively the "Parties").

WHEREAS, certain allegations were made and claims were asserted by Mr. [REDACTED] regarding the conduct of the Archdiocese and Fr. Shanley while Fr. Shanley was a priest of the Archdiocese; and

WHEREAS, Mr. [REDACTED] claims he has suffered substantial damages in the form of pain and suffering, emotional distress, and other forms of personal injury in connection with the conduct of the Archdiocese and Fr. Shanley; and

WHEREAS, Mr. [REDACTED] has informed the Archdiocese and Fr. Shanley unless this matter is resolved forthwith, he intends to file immediate suit which will contain causes of action against them; and

WHEREAS, the Parties desire to resolve any disputes and/or actions arising out of the subject matter of those allegations.

NOW, THEREFORE, in consideration of the mutual agreements and commitments set forth herein, the Parties enter into this Agreement and agree as follows:

1. This Agreement represents a desire of the Parties to settle all claims relating to or arising out of Mr. [REDACTED]'s allegations, including his allegation of damages

received on account of personal injury, without the necessity and expense of litigation. It does not constitute an admission by Fr. Shanley or the Archdiocese of any liability to [REDACTED]

2. The Archdiocese represents and warrants that it has put its insurance carrier on notice of this claim, but that the carrier has declined coverage for the acts of the Archdiocese and Fr. Shanley in this matter. In light of the uncertainty of insurance coverage, Mr. [REDACTED] agrees to accept the sum of [REDACTED] from the Archdiocese in exchange for a Release of All Claims against the Archdiocese and Fr. Shanley provided, however, that if the Archdiocese brings a claim or action against its insurer in this matter and, by such claim or action, recovers either by settlement or judgment an amount in excess of [REDACTED] ("the recovery amount") then the Archdiocese shall pay to Mr. [REDACTED] the sum recovered in excess of the recovery amount less expenses, including, but not limited to, reasonable attorneys fees. The Archdiocese represents and warrants that any claim or action against its insurer shall include a demand for multiple damages under Chapters 93A and 176D. The Archdiocese shall notify counsel for Mr. [REDACTED] under the procedure set forth in Paragraph 16 if it institutes a claim or action against its insurer under this paragraph and will provide Mr. [REDACTED]'s counsel with periodic status reports of said claim or action. Mr. [REDACTED] agrees that any action taken or claim made by the Archdiocese against its insurance carrier is in the sole discretion of the Archdiocese.

Further, if such a claim is made all aspects of the same including dismissal, discontinuance and/or settlement shall be and remain in the sole discretion of the Archdiocese.

3. All payments made under this Agreement will be in the form of a check payable to "[REDACTED] as attorneys for [REDACTED]". The payment of [REDACTED] will be tendered contemporaneously with the execution of this Settlement Agreement.

4. The Archdiocese agrees that it will not place Fr. Shanley in an assignment which will give him unsupervised access to children under the age of eighteen (18) years old. The Archdiocese agrees that future parochial assignments concerning Fr. Shanley will not include any parish assignments.

5. Fr. Shanley agrees that he will not through employment or socially seek unsupervised substantial contacts with minors under 18. Unsupervised substantial contacts shall mean contact alone with minors which are are not perfunctory. Fr. Shanley agrees to seek counselling from a psychologist or psychiatrist and will remain in counselling until said trained clinician determines that the counselling has reached a final disposition.

6. As an inducement to Mr. [REDACTED] to enter into this Settlement Agreement, Fr. Shanley represents and warrants that he has insufficient assets to contribute meaningfully to settlement of this matter and contemporaneously with the signing of this agreement will submit financial statements to counsel for Mr. [REDACTED], which will include, at a minimum, copies of

GT REDACTION

his Federal Tax Returns for 1992-1994.

7. Mr. [REDACTED] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese and all priests incardinated to the Roman Catholic Archdiocese of Boston, including, but not limited to, Fr. Shanley, from and with respect to any and all manner of claims, charges, complaints, demands, actions, causes of actions, suits, rights; debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, either at law, in equity, or mixed, which he ever had, now has, or can, shall, or may have in the future, by reason of, on account of or arising out of any matter or thing which has happened, developed, or occurred before the signing of this Agreement arising out of, based upon, connected to or related to Mr. [REDACTED]'s association with the Archdiocese and Fr. Shanley, including but not limited to, any claims Mr. [REDACTED] may have in tort for personal injury, including, but in no way limited to, intentional and negligent infliction of emotional distress, assault and battery, negligence and all other claims and/or causes of action. The Archdiocese, Fr. Shanley and anyone claiming by, through or under them, hereby fully,

RCAB 00106

unconditionally, and irrevocably release Mr. [REDACTED], his heirs, executors, administrators, next of kin, assigns and any other person or entity deeming an interest through him, from any claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, either in law or equity, which they now have, ever had, or may have in the future, regarding any claims relating to, arising from or connected with the aforementioned allegations and the resolution of those allegations. It is not intended that the Archdiocese shall be released by this paragraph 7 from its obligations under paragraph 2 hereof.

8. Mr. [REDACTED] represents and warrants that he has not disclosed the events giving rise to this claim, this settlement and any discussions relating thereto to any third party with the exception of his attorney(s), financial and tax advisors, including accountants or tax authority, his medical doctor, his therapist, his family, spouse or fiance, all of whom have agreed, at the request of Mr. [REDACTED] to maintain the confidentiality of the same, since February 24, 1995. Mr. [REDACTED] further represents and warrants that he has not disclosed the events giving rise to this claim or settlement or any discussions relating thereto to any media outlet. Mr.

██████████ agrees not to disclose the events giving rise to this claim, this settlement and any discussions relating thereto to any third party, except as hereinafter provided. The Archdiocese and Fr. Shanley agree not to disclose to any third party any information concerning Mr. ██████████, except as hereinafter provided. Notwithstanding the foregoing, Mr. ██████████ may consult with or disclose to his attorney(s), financial and tax advisors, including accountants or any tax authority, his medical doctor, his therapist, his family, spouse or fiancée, and representatives of the Archdiocese, with respect to these subjects. Prior to making any such disclosure to any of the above named persons, Mr. ██████████ shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their agreement to honor such confidentiality. In the case of the Archdiocese, it may consult with any individual reasonably required to implement this Agreement, its auditors, attorneys and insurance carriers with respect to these subjects. Prior to making any such disclosure to any of the above named persons, the Archdiocese shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their agreement to honor such confidentiality. Fr. Shanley may consult with or disclose to his physicians, attorneys, therapists and spiritual advisers under the privilege of confidentiality attached to those relationships. In addition, any party may make such disclosure which is required by law. Any party required to make such a disclosure required by law shall notify all parties to this

GT REDACTION

agreement prior to such disclosure.

9. The foregoing provisions relating to confidentiality shall be modified as set forth herein in the event the following occurs: Fr. Shanley has unsupervised contacts with minors as defined in paragraph 5. In such event, Mr. [REDACTED] or his counsel shall notify counsel for the Archdiocese and Fr. Shanley within seven (7) days to allow them to investigate and resolve any alleged violations of this provision. If such allegations have not been resolved to the satisfaction of Mr. [REDACTED] within thirty (30) days of the receipt of notice by counsel for the Archdiocese and Fr. Shanley, Mr. [REDACTED] will be free to disclose the events giving rise to this case to the minor, the minor's immediate family, law enforcement agencies or any other appropriate governmental agency, solely identifying Fr. Shanley and no other parties to this Release Agreement.

10. No representation has been made by any party to the other as encouragement or inducement for the execution of the Agreement, other than that which is expressly set forth in the Agreement. The Parties warrant and represent that they have been represented by competent counsel, that they have entered into the Agreement voluntarily, and that they have consulted with counsel in connection with the negotiation and execution of the Agreement.

11. This Agreement shall be binding upon the Parties, and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner,

orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly-authorized representative of each of the Parties hereto.

12. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed document. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

13. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement.

14. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

15. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto



respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith.

16. Any written notice required pursuant to this agreement shall be sent via certified mail, return receipt requested, to the following:

a. In the case of Mr. [REDACTED], to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Boston, MA [REDACTED]

b. In the case of the Archdiocese, to:

Wilson D. Rogers, Jr., Esquire  
Dunn & Rogers  
One Union Street  
Boston, MA 02108

c. In the case of Fr. Shanley to:

Timothy P. O'Neill, Esquire  
Hanify & King  
One Federal Street  
Boston, MA 02110-2007

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

{002} [REDACTED]

[REDACTED], Individually 5/21/95

Witnessed by:

[REDACTED]

ROMAN CATHOLIC ARCHBISHOP OF  
BOSTON, A CORPORATION SOLE

By: *Ronald J. Gilley*

Witnessed by:

*Maria A. Pepi*

FATHER PAUL R. SHANLEY  
Individually

Witnessed by:

\_\_\_\_\_

ROMAN CATHOLIC ARCHBISHOP OF  
BOSTON, A CORPORATION SOLE

By: \_\_\_\_\_

Witnessed by:

\_\_\_\_\_  
*Paul R. Shanley*  
FATHER PAUL R. SHANLEY  
Individually

Witnessed by: