

RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,  
KNOW, THAT \_\_\_\_\_ RESIDING at \_\_\_\_\_

\_\_\_\_\_, on behalf of himself, his heirs, executors, administrators, successors, beneficiaries, and assigns, for good and valuable consideration of \$25,000.00 (Twenty Five Thousand Dollars) received from the New York Province of the Society of Jesus, hereby release and forever discharge the New York Province of the Society of Jesus, The Archdiocese of New York, Fordham University, The Fordham Preparatory School, Father Eugene J. O'Brien, their successors, assigns and all of their parishes, schools, affiliated entities, church-related societies or organizations (whether spiritual, religious, social, fraternal or other), any legal and/or ecclesiastical subdivisions, and all priests and religious, trustees, officers, directors, and employees (including volunteers) thereof (collectively referred to as THE SOCIETY), from any and all present and future payment obligations, adjustments, executions, offsets, actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, expenses (including but not limited to court costs and attorney's fees), judgments, claims, demands, liabilities and/or losses whatever, all whether known or unknown, claimed or suspected, fixed or contingent, which \_\_\_\_\_ or his heirs, executors, administrators, successors, beneficiaries, and assigns ever had, now have, or hereafter can, shall or may have, whether grounded in law or in equity, in contract or in tort or otherwise, and whether obtained by subrogation, assignment or otherwise, against all of the aforementioned parties or any of them by reason of matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE, including, without limitation, any and all matters which were, could have been or otherwise in the future could be asserted, it being the intention of the parties that this RELEASE shall operate as a full and final settlement of the past, alleged or actual,

current and future liabilities of THE SOCIETY to the fullest extent possible under the law;

THE SOCIETY and \_\_\_\_\_, as between themselves, understand that they may have incurred, or perceived to have incurred, obligations or sustained damages that may not have manifested and that are presently unknown, but nevertheless such \_\_\_\_\_ deliberately intends and does hereby release THE SOCIETY from all such possible future claims and all such possible future obligations or damages. Furthermore, if the facts with respect to which this RELEASE is executed (other than those set forth in this RELEASE) are found hereafter to be other than or different from the facts now believed by them to be true, \_\_\_\_\_ expressly accepts and assumes the risk of such possible difference in facts and agrees that this RELEASE shall be and remain effective notwithstanding such differences in facts.

It is understood and agreed that this settlement is the compromise of a claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace. It is also further understood that both parties hereby agree to refrain from disclosing the contents of this release to any other party.

IN WITNESS WHEREOF \_\_\_\_\_ has executed this RELEASE in duplicate as set forth below as of this \_\_\_\_\_ day of \_\_\_\_\_ 1997.

IN WITNESS WHEREOF, the RELEASOR, \_\_\_\_\_ has herein to set RELEASOR'S Hand and Seal on the \_\_\_\_\_ day of \_\_\_\_\_ 1997.

\_\_\_\_\_  
L.S.

State of New York County of \_\_\_\_\_

On \_\_\_\_\_, 1997 before me personally came \_\_\_\_\_ to me known, and known to me to be the individual described herein and who executed the foregoing Release and duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

*Mangialardi & Berardino*  
*Attorneys at Law*  
*111 North Central Avenue*  
*Hartsdale, N.Y. 10530*  
*(914) 686-1041*

JOHN MANGIALARDI  
MICHAEL S. BERARDINO

M. S. BERARDINO  
COUNSEL

April 19, 2002

Esq.

Madison Avenue  
New York, New York 10017

**BY FAX ONLY**

Re:

Dear Mr. \_\_\_\_\_:

Pursuant to authorization from your client, I enclose a two page release signed by your client on January 30<sup>th</sup>, 1997. As part of that release your client had agreed to refrain from disclosing the contents of his settlement to any other party. At the present time my client is prepared to turn over your clients name to the Bronx District Attorneys' Office as an individual who had made a prior report of an allegation to us. Due to the content of this allegation we are requesting your clients' consent to disclose his identity to the proper authorities. Please note that my client encourages your client to actively cooperate with any law enforcement entity, should he be contacted, or should he desire to reach out to them. In addition, by agreeing to release his name, your client is not bound in refraining from discussing the contents of the release with any third party.

If your client does consent to the release of his name, I would appreciate him signing the bottom of this letter and returning same to me.

Thank you for your attention to this matter.

Very truly yours,



Michael S. Berardino, Esq.

Agreed and Accepted: