

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 18 day of February, 1996 by and between the Roman Catholic Archbishop of Boston, a Corporation Sole (the "Archdiocese"), Father Paul Shanley ("Fr. Shanley") and [REDACTED] [REDACTED] (collectively the "Parties").

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

WHEREAS, [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 Fr. Shanley; and

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

2. The Archdiocese agrees to pay a settlement in the amount of \$45,000 to resolve all claims relating to or arising out of [REDACTED] allegations.

3. All payments made under this agreement will be in the form of checks payable to "Eckert, Seamans, Cherin & Mellott as Attorneys for [REDACTED]". The payment of \$45,000 will be tendered contemporaneously with the execution and delivery 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 the age of eighteen (18). Unsupervised, substantial contacts shall mean contact alone with minors which is not merely 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 ██████████ 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 a financial statement to counsel for ██████████, which will include at a minimum, copies of his Federal Tax Returns for 1993-95.

7. ██████████ 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, their agents, servants, employees, officers, directors and trustees 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, 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 [REDACTED] association with the Archdiocese and Fr. Shanley, including but not limited to, any claims [REDACTED] [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.

8. The Archdiocese, Fr. Shanley and anyone claiming by, through or under them, hereby fully, unconditionally, and irrevocably releases [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, 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.

9. [REDACTED] represents and warrants that he has not disclosed the events giving rise to this claim, this settlement or 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 ██████████ to maintain the confidentiality of the same, since January 23, 1996. ██████████

██████████ 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. ██████████

██████████ 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 ██████████ except as hereinafter provided. Notwithstanding the foregoing, ██████████

██████████ 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 fiance, and representatives of the Archdiocese, with respect to this claim or settlement or any discussions relating thereto. Prior to making any such disclosure to any of the above named persons, ██████████ 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 this claim or settlement or any discussions relating thereto.

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 his physicians, attorneys, therapists and spiritual advisors under the privilege of confidentiality attached to these 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 agreement prior to such disclosure.

10. 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, [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 [REDACTED] within thirty (30) days of the receipt of notice by Counsel for the Archdiocese and Fr. Shanley, [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 government agency, solely identifying Fr. Shanley and no other parties to this Release, nor the location of the alleged abuse, either generally or specifically.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 ~~██████████~~, to:

Roderick MacLeish, Jr., Esquire
Eckert Seamans Cherin & Mellott
One International Place
Boston, MA 02110

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.

 Individually

Witnessed by:

Chel Falchero

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

FR. PAUL SHANLEY

Witnessed by:

c. In the case of Fr. Shanley, to:

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

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and seals to this Agreement as of the date written above.

~~XXXXXXXXXX~~, Individually

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: Gerald T. Heilly

Witnessed by:

Maria A. Lepi

FR. PAUL SHANLEY

Witnessed by:

c. In the case of Fr. Shanley, to:

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

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and seals to this Agreement as of the date written above.

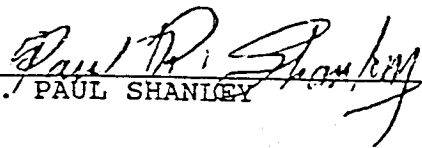
 Individually

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:


FR. PAUL SHANLEY

Witnessed by: