

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is made and entered into this 25th day of May, 2006, at Los Angeles, California, by and between the Franciscan Friars of California, Inc., St. Anthony's Seminary High School, Santa Barbara Boys Choir, and all corporate, legal or canonical entities constituting, owned or operated by, or affiliated with, the Order of Friars Minor, Province of Saint Barbara (hereinafter "the Franciscan Friars"); the Roman Catholic Archbishop of Los Angeles, a California corporation sole, on its own behalf and as successor of predecessor entities, sometimes erroneously sued or named as the Archdiocese of Los Angeles, and the Archdiocese of Los Angeles Education and Welfare Corporation, a California non-profit, religious corporation (hereinafter collectively "the Roman Catholic Archbishop of Los Angeles"); and each and every other defendant identified in Exhibit A (attached hereto and incorporated herein by reference) (hereinafter collectively "Defendants") on the one hand; and each and every plaintiff identified in Exhibit B (hereinafter individually "Plaintiff" and collectively "Plaintiffs") on the other hand. Defendants and Plaintiffs are referred to in this Settlement Agreement as the "Parties" or individually as a "Party."

### RECITALS

A. Plaintiffs allege bodily injury and childhood sexual abuse arising out of certain alleged acts or omissions of the Defendants, and have made certain claims against the Defendants seeking monetary damages on account of those injuries.

B. The Parties desire to enter into this Settlement Agreement upon the terms

and conditions set forth below in order to provide for certain payments in full settlement and discharge of all claims which have or might be made, including, but not limited to, those arising in the coordinated litigation commonly referred to as "the Clergy Cases I," Judicial Council Coordination Proceeding case number 4286, pending in the Superior Court of the State of California for the County of Los Angeles, and "the Clergy Cases III," Judicial Council Coordination Proceeding case number 4359, pending in the Superior Court of the State of California for the County of Alameda.

C. All Plaintiffs' actions that are the subject of this Settlement Agreement are identified in Exhibit A (hereinafter "THE ACTIONS").

#### **AGREEMENTS**

The Recitals set forth above are incorporated herein by reference and made a part of this Settlement Agreement. In consideration of the payments described in Paragraph 1, the releases and all other consideration set forth herein, the Parties hereby agree as follows:

**1. Execution of Settlement Agreement; Payment of Settlement Amount;**

**Dismissals with Prejudice:**

(a) All counsel and their respective clients shall execute this written Settlement Agreement within ten days of the date set forth above.

(b) Within ten (10) days of delivery to counsel for the Franciscan Friars and the Roman Catholic Archbishop of Los Angeles, a corporation sole, of the fully-executed Settlement Agreement, the Franciscan Friars and the Roman Catholic Archbishop of Los Angeles will cause to be paid to Plaintiffs the total sum of Twenty Eight Million

Four Hundred And Fifty Thousand Dollars (\$28,450,000.00) (hereinafter "the Settlement Amount"). Each Plaintiff's individual portion of the Settlement Sum shall be paid and delivered in accordance with the terms and conditions set forth in Exhibit B attached hereto and incorporated herein by this reference.

(c) The fully-executed Settlement Agreement shall include each Plaintiff's original signature on a separate acknowledgment of this Settlement Agreement and written release in the form contained herein, but in his or her true legal name, which signed documents shall be compiled and attached in original as Exhibit B to this Settlement Agreement. Exhibit B shall be sealed by Plaintiffs to protect the identity of the victims, however a confidential copy of each such acknowledgment and release shall be provided to counsel for Defendants to maintain in their records. At the sole request of Plaintiffs, Exhibit B ONLY shall remain confidential except as to Defendants, their counsel and insurance carriers, or as otherwise ordered by the court or stipulated to by the Parties. Plaintiffs seek the confidentiality of their true names and settlement amounts to protect themselves from grave and substantial distress that would arise from public disclosure.

(d) Within Ten (10) days following the delivery of a fully executed copy of this Settlement Agreement, and of each Plaintiff's individual portion of the Settlement Amount in accordance with the terms and conditions set forth in Exhibit B attached hereto and incorporated herein by this reference, each such Plaintiff shall deliver to counsel for the Franciscan Friars and the Roman Catholic Archbishop of Los Angeles a

file-stamped copy of a Request for Dismissal With Prejudice in which such Plaintiff dismisses with prejudice all claims and causes of action against all Defendants, including any Doe defendants.

**2. Compensation for Injuries:**

The payments under this Settlement Agreement are intended as compensation for bodily injury and childhood sexual abuse of the Plaintiffs and each of them.

**3. Individual Amount of Settlement Monies to Each Plaintiff:**

By his or her signature to this Settlement Agreement, each counsel of record represents and warrants that he or she has validly obtained, in compliance with all applicable laws and rules of professional conduct, the express authority of each and every Plaintiff represented by that counsel to enter into this Settlement Agreement, and has further obtained that Plaintiff's prior authority and approval for the specific amount to be paid from the Settlement Amount to him or her as set forth in Exhibit B.

**4. MUTUAL RELEASES BY ALL PARTIES**

Each Plaintiff hereby releases the NAMED DEFENDANT RELEASEES and each Defendant hereby releases the NAMED PLAINTIFF RELEASEES from any and all causes of action, claims, demands, liabilities, contracts, costs and obligations of every kind, known and unknown, matured and unmatured, which they, or any one of them, now has, heretofore has had, or may have in the future by virtue of any act, matter, cause, omission, or thing whatsoever up to the date of execution of this Settlement Agreement arising out of or in any way relating to

THE ACTIONS or any sexual abuse of any Plaintiff, provided, however, that this release does not discharge any obligations undertaken by the Parties pursuant to this Settlement Agreement.

b. "NAMED DEFENDANT RELEASEES" shall include:

All defendants identified by name in Exhibit A to this Settlement Agreement

Franciscan Friars of California, Inc.

St. Anthony's Seminary High School

Santa Barbara Boys Choir

The Order of Friars Minor, Province of Saint Barbara

The Roman Catholic Archbishop of Los Angeles

The Roman Catholic Archdiocese of Portland in Oregon

Catholic Charities of Los Angeles, Inc.

Cardinal Roger M. Mahony, individually and as Roman Catholic Archbishop of Los Angeles

St. John's Seminary College in California

St. John's Seminary in California

Archdiocese of Los Angeles Education and Welfare Corporation

-and-

1) Their respective predecessors and successors (only in their capacity

as such);

- 2) all present and past Friars, members, priests, brothers, religious brothers, nuns, members of religious orders for women, deacons and seminarians, bishops, vicars general, vicars episcopal, chancellors and officials of the Curia of the Archdiocese of Los Angeles, agents, contractors, subcontractors, servants, employees, volunteers, attorneys, experts, consultants, and representatives of the above-named entities or corporate persons or who have served or are serving within the Archdiocese of Los Angeles;
- 3) all Roman Catholic parishes, schools (pre-school, elementary, high school and post-secondary), hospitals, nursing and senior citizen residences, seminaries (including Queen of Angels High School Seminary), Our Lady Queen of Angels, retreat centers, missions, monasteries, cemeteries, camps, shelters for battered women, maternity homes, children's homes, agencies, corporations, partnerships, trusts, ministries, and facilities which are owned and/or operated by the NAMED DEFENDANT RELEASEES or which are located within the Archdiocese of Los Angeles; and
- 4) insurers of the Franciscan Friars or the Roman Catholic Archbishop of Los Angeles, but only in their capacity as insurers of any NAMED DEFENDANT RELEASEE for any claims released

herein.

c. For purposes of this Paragraph 4, "NAMED PLAINTIFF RELEASEES" shall include each and every plaintiff identified in Exhibit B to this Settlement Agreement, and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, assigns, attorneys, insurers (in their capacities as insurers of Plaintiffs), experts, consultants and representatives.

**5. DELETED**

**6. Terms Applicable To All Releases:**

(a) This Settlement Agreement constitutes a full and final release of all unknown and unanticipated injuries and damages relating to all claims released herein, including without limitation all releases set forth in paragraph 4 of this Settlement Agreement, as well as those injuries and damages now known or disclosed, and all Parties to this Settlement Agreement mutually waive all rights and benefits which they now have or in the future may have under the terms of Section 1542 of the Civil Code of the State of California (and any similar law of any state or territory of the United States) which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

(b) The Parties acknowledge that they may hereafter discover facts, an interpretation of the law or a change in the law different from, or in addition to that which



they now know or believe to be true. The Parties agree that this Settlement Agreement in its entirety shall be and shall remain effective in all respects notwithstanding such different or additional facts or interpretation of the law and the subsequent discovery of them.

(c) Nothing in the releases contained in this Settlement Agreement is intended to or shall be construed to release any obligation of the parties with regard to the confidentiality, disclosure and/or dissemination of documents by order of the Court in the Clergy I and/or Clergy III coordinated litigation proceedings.

**7. DELETED**

**8. Claim By Medical Provider:**

In any complaint or cross-complaint made by a medical provider against any released person arising out of or in connection with a claim or action brought by a Plaintiff regarding the injuries or damages that are the subject of any of THE ACTIONS, such Plaintiff agrees to defend, indemnify and hold such released person harmless from and against any and all claims, costs, allegations, losses, damages, liabilities, expenses, demands, judgments, court costs, attorney's fees, and any settlement paid, which may arise out of or be related in any way to such complaint or cross-complaint.

**9. Independent Legal Advice:**

Each Party has received independent legal advice from his, her or its attorney or attorneys regarding the advisability of making the settlement provided for herein, the advisability of executing this Settlement Agreement and the mutual releases contained herein, and the meaning and application of California Civil Code Section 1542.



**10. Compromise:**

The Parties expressly agree and understand that any liability claimed in connection with THE ACTIONS is disputed by the Parties, and that this Settlement Agreement sets forth a compromise of those claims and is not intended to be and shall not be construed as an admission of liability or responsibility by or against any Party.

**11. Representation Of No Knowledge Of Other Actions:**

Each counsel representing a Plaintiff in THE ACTIONS represents that, as of the date of this Settlement Agreement, he or she has not been requested by any other person or entity to pursue a claim of sexual abuse against the Franciscan Friars of California, Inc., St. Anthony's Seminary High School, Santa Barbara Boys Choir, or any corporate, legal or canonical entity constituting, owned or operated by the Order of Friars Minor, Province of Saint Barbara, except those Plaintiffs identified herein or those whom such counsel has declined to represent. This representation of no knowledge of other actions is made with regard to the Province of St. Barbara of the Order of Friars Minor only and does not include other Franciscan Orders or Provinces.

**12. DELETED**

**13. Liens:**

Each Plaintiff represents that there are no liens or claims of liens against, or assignments in law or equity of his or her claims or causes of action released herein by each such Plaintiff. To the extent that there are any liens arising from the claims released herein, each such Plaintiff agrees to satisfy those liens with his or her individual portion of

the proceeds from this settlement or otherwise. Furthermore, each Plaintiff agrees to defend and indemnify NAMED DEFENDANT RELEASEES and their attorneys and insurers against any claim that may be made by any lien holder (including, but not limited to, any attorney who represented any Plaintiff in any of THE ACTIONS) against any of THE ACTIONS or the Settlement Amount.

**14. Attorneys' Fees And Costs:**

Except as otherwise required by this Settlement Agreement, the Parties hereto acknowledge and agree that each Party is to bear his, her or its own costs, expenses and attorneys' fees arising out of or relating to THE ACTIONS and the negotiation, drafting and execution of the Settlement Agreement.

Notwithstanding the foregoing, if any action is brought by any Party contesting the validity of this Settlement Agreement, attempting to rescind, negate, modify, reform, or to enforce this Settlement Agreement or any of the terms or provisions hereof, or alleging the breach of any of the material terms herein, the prevailing Party or Parties shall be entitled to the recovery of reasonable attorneys' fees and costs, in addition to any and all other remedies he/she/it may have as set forth herein or at law or in equity.

**15. Submission Of Documents And Hearing Regarding Release:**

**PRINCIPLE OF PRODUCTION:** The production of materials set forth below is agreed to in recognition of the fact that the Documents to be produced have been or would have been subject to discovery obligations in the litigation of THE ACTIONS.

**(A) Submission of DOCUMENTS.**

(1) Within Forty-Five (45) days following the execution by all Parties and delivery of this Settlement Agreement to counsel for the Franciscan Friars, the Franciscan Friars will produce to plaintiffs' counsel and each of them, and for lodging with the Hearing Officer, the following documents (hereinafter collectively the "DOCUMENTS" or "THE DOCUMENTS"):

- a. The personnel files of any alleged perpetrator of childhood sexual abuse in THE ACTIONS (hereinafter "ALLEGED PERPETRATOR");
- b. Any "confidential" file of any ALLEGED PERPETRATOR .
- c. All documents previously withheld from plaintiffs in the Clergy I and/or Clergy III litigation in THE ACTIONS, as described in the Franciscan Friars' privilege logs that relate to allegations of childhood sexual abuse.
- d. All transcripts and audiovisual recordings of deposition testimony taken in THE ACTIONS.
- e. A new privilege log reflecting any withheld DOCUMENTS.

(2). With regard to such production of THE DOCUMENTS, the Franciscan Friars shall be entitled to withhold and/or redact such DOCUMENTS to assert the following ONLY:

- a. Attorney client privilege;
- b. Attorney work product privilege;

c. Third party privacy rights (i.e., not belonging to an ALLEGED PERPETRATOR). The redaction by the Franciscan Friars on the basis of alleged third party privacy rights shall NOT include, however the redaction of any information where the privacy right is outweighed by a public interest in disclosure based upon the fact that the information sought to be redacted:

- (1). Affects public safety issues relating to childhood sexual abuse; or,
- (2) Reflects the knowledge of the defendants as to the suspected sexual abuse of a child; or,
- (3) Reflects a "cover-up" of the suspected sexual abuse of a child.

d. NAMED DEFENDANT RELEASEES, specifically excepting only defendants who are also ALLEGED PERPETRATORS, may NOT assert third party privacy rights of ALLEGED PERPETRATORS. To the extent that a defendant is also an ALLEGED PERPETRATOR, he or she may only assert his or her own privacy rights, and not the privacy rights of any other third party.

e. Psychotherapist/patient privilege, physician/patient privilege and/or priest/penitent privilege, only to the extent that the Franciscan Friars have the standing to assert such alleged privilege;

f. First Amendment of the United States' Constitution and the religion.

clauses of the California Constitution with regard to formal documents reflecting a petition for laicization ONLY, and ONLY as to Gary Pacheco, Robert Van Handel, Dave Johnson and Gus Krumm. Any other alleged assertion of United States' Constitution First Amendment and/or California Constitution Religion clauses will NOT be asserted by defendants.

g. Defendants shall NOT assert any mediation privilege with regard to the DOCUMENTS.

The Roman Catholic Archbishop of Los Angeles shall not withhold and/or redact any documents to be produced by the Franciscan Friars under this Settlement Agreement.

(3). On the copies of THE DOCUMENTS provided to Plaintiffs' counsel pursuant to paragraph 15(A) 2c (third party privacy rights), the redaction of any information shall be made in a manner to allow Plaintiffs' counsel to consider the proposed redactions (i.e. with a translucent highlighter) and ALL redactions provided to the Hearing Officer shall be done in this manner (with a translucent highlighter) to allow the court to consider such redactions.

(4). Within fifteen days after receipt of THE DOCUMENTS, with such proposed redactions and/or withholdings, Plaintiffs' counsel will notify counsel for the Franciscan Friars as to which, if any, of the proposed redactions or withholding can be subject to stipulation, and which, if any, are disputed.

(5). Within fifteen days thereafter, counsel shall jointly submit to Judge Lichtman or such other designated Hearing Officer:

- a. any stipulation with regard to the proposed redactions and/or withholdings;
- b. each party shall identify his/her respective positions with regard to any disputed redactions and/or withholdings.

(6). Upon such submission to Judge Lichtman or such other designated Hearing Officer, the Franciscan Friars may, within fifteen days thereafter, provide appropriate notice of the potential release of such documents to any ALLEGED PERPETRATOR and/or any affected third parties, including but not limited to any member of the Franciscan Friars. Any third party may submit his or her objection(s) to the Hearing Officer, and shall have thirty days to do so.

(7). Judge Lichtman or such other designated hearing officer shall thereafter hold a hearing, not earlier than fifty days after the submission of the DOCUMENTS to determine:

- a. Which redactions and/or withholdings shall be allowed;
  - b. Which redactions and/or withholdings shall be disallowed;
  - c. Whether any third party objection(s) shall be allowed or disallowed,
- and shall thereafter issue an order authorizing the release to the public of all appropriate redacted and/or un-redacted DOCUMENTS. By this Settlement Agreement, Plaintiffs and their counsel agree that redacted or withheld DOCUMENTS will not be released to the public or provided to third parties unless authorized by order of the Hearing Officer, or prior binding order of the Court.

(8). All Parties and affected third parties reserve the right to assert that any rights



were or were not previously determined by proceeding or court order in Clergy I and/or Clergy III, or otherwise, provided that Plaintiffs shall not contend that any Party other than an ALLEGED PERPETRATOR has waived the alleged right to assert the confidentiality of any DOCUMENT or part of any DOCUMENT by failing to assert such right under any prior order, and providing that the Franciscan Friars shall remain subject to the restrictions set forth in paragraph 15A(2).

(9). In determining any proposed redaction on the basis of third party privacy rights, as asserted by Plaintiffs or the Franciscan Friars' counsel, Judge Lichtman or such other designated Hearing Officer shall consider the same parameters set forth in paragraph 15A(2) utilized by counsel in considering the proposed redactions, and all counsel stipulate and agree that this is the standard to be applied to requests or objections raised by Plaintiffs and the Franciscan Friars. Third party objections, including those asserted by any defendant who is also an ALLEGED PERPETRATOR, are not bound by this contractual standard; it is the intent of the parties that such third parties may assert any objections supported by the law.

(B) Use of Confidential Plaintiff Questionnaires.

Defendants and their insurers may use any questionnaire or mediation DVD prepared by a Plaintiff or his or her attorneys or agents, after giving Thirty (30) days written notice to that Plaintiff's counsel of their intent to do so, and only in connection with any action in which it is either pursuing or defending a claim of indemnity arising from that Plaintiff's claims, or in connection with a good faith settlement motion or any



action to enforce insurance coverage with regard to that Plaintiff's claims. The questionnaire or mediation DVD shall be used so as to maintain the confidentiality of the Plaintiff except as is necessary for the parties, witnesses and/or their attorneys (and attorneys' staff) to know in such subsequent action, and any such person shall be required to maintain the confidentiality except as necessary to litigate the subsequent action.

**16. Designation Of Hearing Officer Regarding Release Of Documents:**

Subject to his designation by the Honorable Haley Fromholz, Clergy I Coordination Trial Judge, which shall be jointly requested, the Parties agree that all applications for release of the Documents, and any objections thereto, shall be submitted for consideration to the Honorable Peter Lichtman or such other designated hearing officer, Judge of the Los Angeles Superior Court, or such other judicial officer as the Court may deem appropriate ("the Hearing Officer").

**17. Entire Agreement:**

The terms of this Settlement Agreement are contractual and not mere recitals. The Settlement Agreement constitutes a single, integrated written agreement expressing the entire full and final agreement of the Parties hereto. No conveyance, agreements, representations, or warranties of any kind have been made to any persons hereto, except as specifically set forth in this Settlement Agreement. All prior discussions and negotiations have been, and are, merged and integrated into, and are superseded by, this Settlement Agreement. The Settlement Agreement is executed without reliance upon any representation by any of the Parties, and the Parties have carefully read and understand the

contents of the Settlement Agreement and signed the same of their own free will.

**18. Prohibition Against Oral Modification Or Waiver:**

No modification or waiver of any of the terms of this Settlement Agreement shall be valid or enforceable unless it is in writing and signed by the Party to be charged thereby.

**19. No Confidentiality:**

Except as to the true names of the Plaintiffs who sued under fictitious names and the amount of any Plaintiff's individual settlement amount (which Plaintiffs specifically request to remain confidential and shall remain confidential unless waived by that Plaintiff), as provided by law or as otherwise set forth in this Settlement Agreement, the terms of this settlement are not, and shall not be construed to be, confidential and may be fully and publicly disclosed by any Party.

**20. Controlling Law And Venue:**

The Settlement Agreement shall be interpreted in accordance with and governed in all respects by California law, notwithstanding any conflicts of laws analysis. Any action at law, suit in equity or judicial proceeding for the enforcement of this Settlement Agreement or any provision shall be instituted in the courts of the State of California, County of Los Angeles.

**21. Preparation Of The Settlement Agreement:**

The Settlement Agreement is the product of negotiation and preparation by and among each Party and their respective counsel. Therefore, the Parties acknowledge and

agree that the Settlement Agreement shall not be deemed prepared or drafted by one Party or another and shall be construed accordingly.

**22. Counterparts:**

The Settlement Agreement may be executed in counterparts and all so executed shall constitute one agreement, which shall be binding upon all Parties hereto, notwithstanding that all Parties' signatures do not appear on the same page.

**23. The Materiality Of All Terms:**

All Parties expressly acknowledge and agree that each and every term and condition of this Settlement Agreement is a material part of the Settlement Agreement and constitutes a material part of the bargained for consideration which has induced the Parties to enter into this Settlement Agreement.

**24. Limitations And Warranties:**

Except for the express provisions of this Settlement Agreement, none of the Parties (nor any agent, employee, representative, or attorney of the same) has made any statement or representation to any other Party regarding any fact, matter, or thing relied upon in entering into the Settlement Agreement; and none of the Parties is relying on any such statement, representation, or promise by any other Party (or any agent, employee, representative, or attorney of the same) in executing the Settlement Agreement, or making the settlement provided for herein. Each of the Parties has made such investigation as it deems necessary of the claims released herein, including without limitation THE ACTIONS, the settlement provided for herein, the Settlement Agreement, and all matters

pertaining thereto. Each of the Parties represents and warrants that there have been no assignments or sales or transfers, by operation of law or otherwise, of any claim, right, cause of action, demand, obligation, liability, or interest released by any of them as provided for herein.

**25. Enforcement of Settlement Agreement:**

This Settlement Agreement, including all exhibits hereto, is and shall be a binding agreement, enforceable under California Code of Civil Procedure Section 664.6. The Parties hereto consent and agree that the Superior Court of the County of Los Angeles shall retain jurisdiction to enforce the terms and conditions of this Settlement Agreement, including the right to assess attorneys' fees and costs against any non-complying Party in favor of a Party compelled to take enforcement action. Orders of the Superior Court under this Settlement Agreement, including orders made under paragraph 15 herein, shall be subject to normal appellate rights and procedures, however to the extent that any party elects to appeal the Court's ruling under paragraph 15 herein as to the disclosure of any particular document, this shall NOT constitute a stay with regard to the Court's ruling regarding the release of any other document or documents. The Parties further agree that this Settlement Agreement may be introduced into any proceeding for the enforcement of the terms hereof. This settlement is intended to be and is a full and final resolution of the claims set forth in THE ACTIONS. The ongoing litigation in the coordinated proceedings of CLERGY I and CLERGY III, including but not limited to the pendency of any appeals therein, shall not affect this resolution and/or any enforcement of the provisions of this

Settlement Agreement.

**26. Alternative Dispute Resolution:**

Any controversy, claim or dispute arising out of or relating to this Settlement Agreement, or the breach thereof, shall first be submitted to mediation with the Honorable Charles McCoy, Judge of the Los Angeles Superior Court, or such other judicial officer as the Court may deem appropriate. This provision shall not impair or be in lieu of the right of any Party thereafter to seek relief from the Court on any matter relating to this Settlement Agreement, including the interpretation or enforcement thereof.

THE NYE, PEABODY & STIRLING  
PLAINTIFFS:

NYE, PEABODY & STIRLING

By:

DAVID NYE  
TIMOTHY HALE

KIESEL, BOUCHER & LARSON LLP

**Dated:** 12th May 2006, 2006

By:

RAYMOND BOUCHER  
ANTHONY DEMARCO

Dated: 22.05.2006, 2006

DRIVON & TABAK

By:

LAURENCE DRIVON  
DAVID DRIVON

LAW OFFICES OF FREBERG &  
ASSOCIATES

Dated: \_\_\_\_\_, 2006

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

KATHERINE K. FREBERG  
TERRY M. GILES

**ON BEHALF OF PLAINTIFFS AND  
APPROVED AS TO FORM:**

**THE NYE, PEABODY & STIRLING  
PLAINTIFFS:**

**NYE, PEABODY & STIRLING**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
**DAVID NYE  
TIMOTHY HALE**

**THE KIESEL, BOUCHER & LARSON/  
DRIVON & TABAK PLAINTIFFS:**

**KIESEL, BOUCHER & LARSON LLP**

Dated: May 24, 2006

By:   
**RAYMOND BOUCHER  
ANTHONY DEMARCO**

Dated: \_\_\_\_\_, 2006

**DRIVON & TABAK**

By: \_\_\_\_\_  
**LAURENCE DRIVON  
DAVID DRIVON**

**THE FREBERG & ASSOCIATES/  
ROSS & RUBINO PLAINTIFFS:**

**LAW OFFICES OF FREBERG &  
ASSOCIATES**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
**KATHERINE K. FREBERG  
TERRY M. GILES**



**ON BEHALF OF PLAINTIFFS AND  
APPROVED AS TO FORM:**

**THE NYE, PEABODY & STIRLING  
PLAINTIFFS:**

**NYE, PEABODY & STIRLING**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
**DAVID NYE  
TIMOTHY HALE**

**THE KIESEL, BOUCHER & LARSON/  
DRIVON & TABAK PLAINTIFFS:**

**KIESEL, BOUCHER & LARSON LLP**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
**RAYMOND BOUCHER  
ANTHONY DEMARCO**

Dated: \_\_\_\_\_, 2006

**DRIVON & TABAK**

By: \_\_\_\_\_  
**LAURENCE DRIVON  
DAVID DRIVON**

**THE FREBERG & ASSOCIATES/  
ROSS & RUBINO PLAINTIFFS:**

**LAW OFFICES OF FREBERG &  
ASSOCIATES**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
**KATHERINE K. FREBERG  
TERRY M. GILES**

**ON BEHALF OF PLAINTIFFS AND  
APPROVED AS TO FORM:**

**THE NYE, PEABODY & STIRLING  
PLAINTIFFS:**

Dated: \_\_\_\_\_, 2006

**NYE, PEABODY & STIRLING**

By: \_\_\_\_\_  
**DAVID NYE  
TIMOTHY HALE**

**THE KIESEL, BOUCHER & LARSON/  
DRIVON & TABAK PLAINTIFFS:**

Dated: \_\_\_\_\_, 2006

**KIESEL, BOUCHER & LARSON LLP**

By: \_\_\_\_\_  
**RAYMOND BOUCHER  
ANTHONY DEMARCO**

Dated: \_\_\_\_\_, 2006

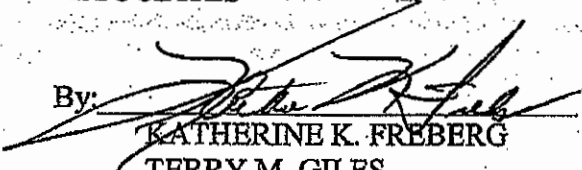
**DRIVON & TABAK**

By: \_\_\_\_\_  
**LAURENCE DRIVON  
DAVID DRIVON**

**THE FREBERG & ASSOCIATES/  
ROSS & RUBINO PLAINTIFFS:**

Dated: May 24, 2006

**LAW OFFICES OF FREBERG &  
ASSOCIATES**

By:   
**KATHERINE K. FREBERG  
TERRY M. GILES**

Dated: May 24, 2006

ROSS & RUBINO

By: 

STEPHEN C. RUBINO

Attorneys For Various Plaintiffs

THE SOLTAN & ASSOCIATES/  
MANLY & MCGUIRE PLAINTIFF:

SOLTAN & ASSOCIATES

Dated: \_\_\_\_\_, 2006

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

VENUS SOLTAN

Dated: \_\_\_\_\_, 2006

MANLY & MCGUIRE

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

JOHN C. MANLY

THE FURTADO, JASPOVICE &  
SIMONS PLAINTIFF:

FURTADO, JASPOVICE & SIMONS

Dated: \_\_\_\_\_, 2006

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

RICHARD J. SIMONS

Dated: \_\_\_\_\_, 2006

ROSS & RUBINO

By: \_\_\_\_\_  
STEPHEN C. RUBINO  
Attorneys For Various Plaintiffs

THE SOLTAN & ASSOCIATES/  
MANLY & MCGUIRE PLAINTIFF:

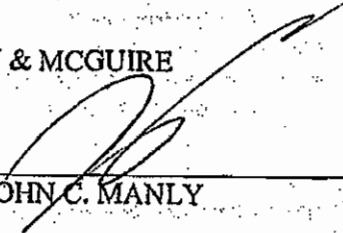
SOLTAN & ASSOCIATES

Dated: 5/25, 2006

By:   
VENUS SOLTAN

Dated: 5-25, 2006

MANLY & MCGUIRE

By:   
JOHN C. MANLY

THE FURTADO, JASPOVICE &  
SIMONS PLAINTIFF:

FURTADO, JASPOVICE & SIMONS

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
RICHARD J. SIMONS

Dated: \_\_\_\_\_, 2006

ROSS & RUBINO

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

STEPHEN C. RUBINO  
Attorneys For Various Plaintiffs

THE SOLTAN & ASSOCIATES/  
MANLY & MCGUIRE PLAINTIFF:

SOLTAN & ASSOCIATES

Dated: \_\_\_\_\_, 2006

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

VENUS SOLTAN

Dated: \_\_\_\_\_, 2006

MANLY & MCGUIRE

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

JOHN C. MANLY

THE FURTADO, JASPOVICE &  
SIMONS PLAINTIFF:

FURTADO, JASPOVICE & SIMONS

Dated: 5/19/\_\_\_\_\_, 2006

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

RICHARD J. SIMONS

**DEFENDANTS:**

Dated: June 1, 2006

THE FRANCISCAN FRIARS OF  
CALIFORNIA, INC. and ST.  
ANTHONY'S SEMINARY HIGH  
SCHOOL

By: Rev. Melvin J. Jursich, OFM  
Reverend Melvin Jursich, OFM

Dated: \_\_\_\_\_, 2006

THE ROMAN CATHOLIC  
ARCHBISHOP OF LOS ANGELES and  
THE ARCHDIOCESE OF LOS  
ANGELES EDUCATION AND  
WELFARE CORPORATION

By: \_\_\_\_\_  
Monsignor Royale Vadakin  
Vicar General

Dated: \_\_\_\_\_, 2006

FATHER XAVIER HARRIS

By: \_\_\_\_\_  
Father Xavier Harris

Dated: \_\_\_\_\_, 2006

FATHER GINO PICCOLI

By: \_\_\_\_\_  
Father Gino Piccoli

**DEFENDANTS:**

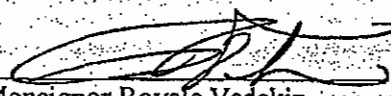
Dated: \_\_\_\_\_, 2006

THE FRANCISCAN FRIARS OF  
CALIFORNIA, INC. and ST.  
ANTHONY'S SEMINARY HIGH  
SCHOOL

By: \_\_\_\_\_  
Reverend Melvin Jurisich, OFM

Dated: June 27, 2006

THE ROMAN CATHOLIC  
ARCHBISHOP OF LOS ANGELES and  
THE ARCHDIOCESE OF LOS  
ANGELES EDUCATION AND  
WELFARE CORPORATION

By:   
Monsignor Royale Vadakin  
Vicar General

Dated: \_\_\_\_\_, 2006

FATHER XAVIER HARRIS

By: \_\_\_\_\_  
Father Xavier Harris

Dated: \_\_\_\_\_, 2006

FATHER GINO PICCOLI

By: \_\_\_\_\_  
Father Gino Piccoli



**DEFENDANTS:**Dated: June 1, 2006THE FRANCISCAN FRIARS OF  
CALIFORNIA, INC. and ST.  
ANTHONY'S SEMINARY HIGH  
SCHOOLBy: Rev. Melvin Jussich, OFM  
Reverend Melvin Jussich, OFM

Dated: \_\_\_\_\_, 2006

THE ROMAN CATHOLIC  
ARCHBISHOP OF LOS ANGELES and  
THE ARCHDIOCESE OF LOS  
ANGELES EDUCATION AND  
WELFARE CORPORATIONBy: \_\_\_\_\_  
Monsignor Royale Vadakin  
Vicar GeneralDated: June 1, 2006

FATHER XAVIER HARRIS

By: Xavier J. Harris, O.F.M.  
Father Xavier Harris

Dated: \_\_\_\_\_, 2006

FATHER GINO PICCOLI

By: \_\_\_\_\_  
Father Gino Piccoli

2

**DEFENDANTS:**

Dated: \_\_\_\_\_, 2006

THE FRANCISCAN FRIARS OF  
CALIFORNIA, INC. and ST.  
ANTHONY'S SEMINARY HIGH  
SCHOOL

By: \_\_\_\_\_  
Reverend Melvin Jurisich, OFM

Dated: \_\_\_\_\_, 2006

THE ROMAN CATHOLIC  
ARCHBISHOP OF LOS ANGELES and  
THE ARCHDIOCESE OF LOS  
ANGELES EDUCATION AND  
WELFARE CORPORATION

By: \_\_\_\_\_  
Monsignor Royale Vadakin  
Vicar General

Dated: \_\_\_\_\_, 2006

FATHER XAVIER HARRIS

By: \_\_\_\_\_  
Father Xavier Harris

Dated: 30 May, 2006

FATHER GINO PICCOLI

By: Father Gino Piccoli  
Father Gino Piccoli

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FRANCISCAN FRIARS of CA

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PAGE 02

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FRANCISCAN FRIARS of CA

1-510-536-3970

p.2

Dated: 6/2, 2006

FATHER MARIO CIMMARUSTI

By: Mario Cimmarusti  
Father Mario Cimmarusti

Dated: \_\_\_\_\_, 2006

ROBERT VAN HANDEL

By: \_\_\_\_\_  
Robert Van Handel

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2006

HENNIGAN, BENNETT & DORMAN  
LLP

By: \_\_\_\_\_  
DONALD F. WOODS, JR.  
Attorneys For THE ROMAN  
CATHOLIC BISHOP OF LOS  
ANGELES & Clergy  
Defendants' Liaison Counsel

Dated: \_\_\_\_\_, 2006

HELLER EHRMAN LLP

By: \_\_\_\_\_  
BRIAN BROSNAHAN  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.

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Page 24 of 28

Dated: June 2, 2006

ROBERT VAN HANDEL

By: Robert Van Handel  
Robert Van Handel

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2006

HENNIGAN, BENNETT & DORMAN  
LLP

By: \_\_\_\_\_  
DONALD F. WOODS, JR.  
Attorneys For THE ROMAN  
CATHOLIC BISHOP OF LOS  
ANGELES & Clergy I  
Defendants' Liaison Counsel

Dated: May 25, 2006

HELLER EHRMAN LLP

By: Brian Brosnahan  
BRIAN BROSNAHAN  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.

Dated: \_\_\_\_\_, 2006

ROBERT VAN HANDEL

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

Robert Van Handel

**APPROVED AS TO FORM:**

Dated: June 27, 2006

HENNIGAN, BENNETT & DORMAN  
LLP

By: Donald F. Woods, Jr.

DONALD F. WOODS, JR.  
Attorneys For THE ROMAN  
CATHOLIC BISHOP OF LOS  
ANGELES & Clergy I  
Defendants' Liaison Counsel

Dated: May 25, 2006

HELLER EHRMAN LLP

By: Brian Brosnahan

BRIAN BROSNAHAN  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.

Dated: MAY 25, 2006

LEWIS BRISBOIS BISGAARD &  
SMITH LLP

By: 

DENNIS R. KASPER  
BRYAN S. HANCE  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.  
in Clergy I

Dated: \_\_\_\_\_, 2006

LEWIS BRISBOIS BISGAARD &  
SMITH LLP

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

ROBERT FORD  
PAUL MATIASIC  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.  
in Clergy III

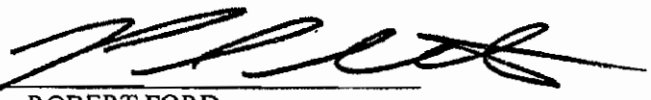
Dated: \_\_\_\_\_, 2006

LEWIS BRISBOIS BISGAARD &  
SMITH LLP

By: \_\_\_\_\_  
DENNIS R. KASPER  
BRYAN S. HANCE  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.  
in Clergy I

Dated: May 25, 2006

LEWIS BRISBOIS BISGAARD &  
SMITH LLP

By:   
ROBERT FORD  
PAUL MATIASIC  
Attorneys For The FRANCISCAN  
FRIARS OF CALIFORNIA, INC.  
in Clergy III

**EXHIBIT A**



**EXHIBIT B**

**THIS EXHIBIT CONTAINS INDIVIDUAL STATEMENTS FILED BY AND ON BEHALF OF EACH OF THE SETTLING PLAINTIFFS, WHICH SUCH INDIVIDUAL STATEMENTS ARE CONFIDENTIAL AND ARE FILED UNDER SEAL PURSUANT TO THE TERMS OF THE FOREGOING SETTLEMENT AGREEMENT.**

**CONFIDENTIAL DOCUMENT FILED UNDER SEAL**  
**INDIVIDUAL EXHIBIT B**

MY LEGAL NAME IS : \_\_\_\_\_.

I am the plaintiff in that action entitled \_\_\_\_\_, case number \_\_\_\_\_, (hereinafter MY ACTION) In MY ACTION, I am identified by the fictitious name \_\_\_\_\_.

I have read the foregoing SETTLEMENT AGREEMENT, including all Exhibits attached hereto (hereinafter SETTLEMENT AGREEMENT), to which this Individual Exhibit B is attached and made a part thereof. I have had the opportunity to review the SETTLEMENT AGREEMENT with my attorney. I understand and agree to all of the terms and conditions set forth therein as they apply to me and MY ACTION and incorporate all of them into this document as though they were fully set forth herein.

Paragraph 4 of the SETTLEMENT AGREEMENT sets forth releases of claims by the parties defined therein. I have reviewed those releases with my attorney, including the Civil Code section 1542 waiver and by this Individual Exhibit B wish to make clear my true name and identity in executing the SETTLEMENT agreement including the releases.

I understand that the total settlement amount is TWENTY EIGHT MILLION FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$28,450,000), but that I will receive a portion of that total in full resolution of my claims and MY ACTION, subject however to my payment of my attorneys' fees and costs of suit, as follows:

AMOUNT OF PAYMENT FOR MY CLAIMS and MY ACTION

\_\_\_\_\_

I hereby direct that the payment for MY CLAIMS and MY ACTION be made to my attorney, by check made payable as follows:

" \_\_\_\_\_ in trust for \_\_\_\_\_", and  
(my attorney's name) (my name)  
delivered to my attorney at his/her address as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My attorney will provide appropriate tax documentation

DATED: June \_\_\_\_\_, 2006

NAME: \_\_\_\_\_