

**SETTLEMENT, RELEASE AND CONFIDENTIALITY AGREEMENT**

This agreement is made \_\_\_\_\_, 1995, by and among The Roman Catholic Bishop of Worcester, A Corporation sole (hereinafter "The Corporation"), Bernard J. Flanagan (hereinafter "Flanagan") and Philip Saviano (hereinafter "Saviano");

**WHEREAS**, Saviano has made certain allegations directly or indirectly relating to The Corporation, Flanagan and certain priests which he alleges or could allege would entitle him to be compensated for alleged injuries and damages; and

**WHEREAS**, Saviano has commenced a lawsuit entitled, Barry Navin, Paul F. Roughan, Philip Saviano and William Schultz v. The Roman Catholic Bishop of Worcester, A Corporation Sole, Bernard J. Flanagan, and David A. Holley, Docket No. 93-2255-C in the Suffolk Superior Court; and

**WHEREAS**, The Corporation and Flanagan deny that they or any other person, priest, or entity related in any way or manner to them has any liability whatsoever to Saviano whether based on disclosed or undisclosed allegations or on any other basis; and

**WHEREAS**, The Corporation, Flanagan and Saviano desire and intend to terminate any disputes that may exist between The Corporation, Flanagan and

Saviano;

**NOW, THEREFORE,** in consideration of the terms, conditions and undertakings set forth herein, the parties have agreed to resolve and terminate any and all claims as follows:

1. Saviano shall be paid the sum of Fifteen Thousand Five Hundred and no/cents (\$15,500.00) Dollars upon execution of this agreement and the filing of the stipulations specified in paragraph 2.

2. Saviano shall file or cause to be filed a Stipulation of Dismissal of civil action No. 93-2255-C, entitled Barry Navin, Paul F. Roughan, Philip Saviano and William Schultz v. The Roman Catholic Bishop of Worcester, A Corporation Sole, Bernard J. Flanagan and David A. Holley, and a Voluntary Stipulation of Dismissal as to Holley which shall specify that the stipulations are with prejudice, without costs and waiving all rights of appeal.

3. In consideration of the payment set forth in paragraph 1, Saviano hereby remises, releases and forever discharges The Corporation, Flanagan, David A. Holley and each of their present and former Bishops, officers, directors, administrators, trustees, employees, therapists, counselors, servants, agents, priests, religious, affiliates, subsidiaries, insurers, successors in interest and assigns, (the "Releasees") from any and all debts, demands, claims, actions, causes of action, suits, damages,

costs, loss of service, expenses (including attorney's fees) and any other compensation of any kind whatsoever (including, but not limited to, any claims relating to therapy), both in law and in equity, which Saviano has, owns, or holds, or claims to have, own, or hold, or claimed to have, own, or hold against each or any of the Releasees, specifically including, but not limited to, (i) all claims for any injury and damage, whether known or unknown or unanticipated, and all consequences thereof, and (ii) all claims which were or could have been made in the case of Barry Navin, Paul F. Roughan, Philip Saviano and William Schultz v. The Roman Catholic Bishop of Worcester, A Corporation Sole, Bernard J. Flanagan and David A. Holley, Docket No. 93-2255-C.

4. Saviano represents that except for the case to be dismissed herein, he has not filed nor will he file any claims against the Releasees with any local, state or federal agency or court, and that if any such claim has been or is filed, it shall be forthwith withdrawn or dismissed with prejudice.

5. As a material inducement to the other parties to enter into this agreement and as part of the consideration therefore, Saviano acknowledges and agrees to the following confidentiality terms:

a) Saviano agrees that he will not disclose (nor permit disclosure of) the existence of this agreement or any of its terms to any person or entity.

b) Saviano agrees that he will not disclose (nor permit disclosure of) any information, facts, allegations or other material of any nature, oral or written, concerning the Releasees which is or may be related in any manner, shape, or form to any activity of the Releasees which is or may be contrary, in whole or in part, to the proper and authorized functions of the Releasees; or which would cause scandal, ← embarrassment, ridicule or the like to the Releasees; or which would subject the Releasees to any claims of third persons; or which relate in any way to the subject ← matters covered by this agreement.

c) Notwithstanding the foregoing, Saviano may disclose to a licensed mental health professional, for purposes of bona fide therapy only, so much of the matters Saviano has agreed to keep confidential and which are part of treatment, provided that Saviano shall do so only after said professional agrees to keep such matters ← confidential as set forth above.

d) Without limiting the scope of (a) and (b) above, Saviano specifically agrees not to disclose in any shape, form or manner any of the subject matters referenced herein to any form of media.

6. Saviano acknowledges that the Releasees have denied his allegations and have denied any liability to him whatsoever and that this agreement is to avoid the burden and expense of protracted litigation; neither the execution of this agreement

nor any payment made pursuant to this Agreement shall be construed as an admission of liability to any extent whatsoever.

7. The agreement shall inure to the benefit of and shall be binding upon Saviano and his heirs, administrators, representatives, executors, successors, and assigns.

8. This agreement contains the entire understanding of the parties hereto and there have been no promises or inducements between the parties except as contained herein. Any representations, statements, understandings, negotiations, offers, or agreements between the parties prior to the execution of this agreement are null and void and of no effect, it being the intent of the parties to be bound upon the terms and conditions set forth in this agreement.

9. The failure of one or more of the Releasees to insist on strict compliance with the terms and conditions of this agreement in any given instance shall not be considered or construed as a modification of this agreement or as a waiver of any rights they have hereunder, including the right to insist on strict compliance at all other times.

10. This agreement may be amended or modified only by a written instrument signed by the parties hereto.

11. Saviano represents and agrees that he has carefully read and fully

understands all of the terms and provisions of this agreement and that he is voluntarily entering into this agreement and executing it as his free act and deed. Saviano further represents and agrees that he has had the benefit and advice of legal counsel of his own choosing and that he understands and agrees to the legal significance of this agreement.

12. This agreement has been deemed to be made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced and governed under the laws of said Commonwealth.

13. If any part of this agreement shall be void, voidable or unenforceable, then the remaining parts hereof shall remain in full force and effect and be binding on the parties.

Signed as a sealed instrument on the date first set forth above.

\_\_\_\_\_  
Philip Saviano

\_\_\_\_\_  
Bernard J. Flanagan

The Roman Catholic Bishop of Worcester,  
A Corporation Sole

by: \_\_\_\_\_