

REDACTED

CONFIDENTIAL RELEASE AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, [REDACTED] acting on my own behalf as well as my heirs, executor, administrator, and assigns, forever release, discharge and indemnify the ROMAN CATHOLIC BISHOP OF LOUISVILLE, A CORPORATION SOLE, a not-for-profit organization, hereby releasing, remising and forever discharging it, its members, officers, agents, servants, employees, and all persons associated with it in any regard; and FATHER DANIEL CLARK, his heirs, executor, administrator and/or assigns (hereinafter collectively referred to as "Releasees"), and all other persons, firms, corporations, or other entities allied with them, their successors and assigns, and all other persons, firms, corporations, or other entities generally related to Releasees, of and from any and all actions, causes of action, claims, demands, costs, expenses, and claims for loss of services, destruction of power to labor and earn money, medical expenses, physical and/or emotional pain and suffering, damage to reputation, punitive damages, or any other type of claim, including all claims arising from the defense, adjustment, negotiation, and/or settlement of my claim, or in any way arising from, any and all known and unknown injuries to me caused in any way by the actions or inactions of every kind and description of Releasees also including all known or unknown injuries to me caused since said last involvement up to the date of the execution of this Agreement, resulting from my contact with ANY AND ALL MEMBERS of Releasees,

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including, but not limited to, the actions or inactions which form the subject matter of my complaint against FATHER DANIEL CLARK when he was assigned at St. John Vianney Church, where I was a parishioner. The consideration for this full Release is the payment by the Releasees of the sum of [REDACTED] [REDACTED] ([REDACTED]), being [REDACTED] ([REDACTED]) for ten (10) counselling sessions at [REDACTED] each, plus the sum of [REDACTED] ([REDACTED]) as liquidated damages, in addition to the past expenses already paid to me by Releasees, the receipt and sufficiency of which is hereby acknowledged.

I agree, as further consideration and inducement for this compromise and settlement, that this Release shall apply to all unknown and unanticipated injuries and damages resulting from the matters referred to herein, as well as those injuries and damages now disclosed.

I acknowledge that no representations about the nature and extent of the injuries, disabilities, or damages made by any physician, surgeon, attorney, or agent employed by or acting on behalf of Releasees have induced me to make this settlement, and that I have relied upon my own judgment, as well as the advice I have received from my own attorney, Charles C. Hagan, Jr., Esquire, and my execution of this Agreement is made with informed consent by me, and after complete consultation with my attorney aforesaid.

I further acknowledge that I have never been adjudicated mentally incompetent by any Court of law in any jurisdiction, and

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that I am legally competent and able to execute this Release and Indemnification Agreement, and do so willingly and of my own free will. I further acknowledge that I have had the opportunity to discuss this matter with my family and legal counsel of my own choice and am making an informed consent judgment after considering the advice I have received.

For the consideration stated herein, I further agree to hold as confidential and not divulge, publish or disclose either the fact of settlement or the amount of settlement in this matter to any person, persons, firm, corporation or entity for any purpose, unless compelled to do so by operation of law. If I breach this Confidentiality Agreement, I agree to pay to Releasees their actual damages, costs and attorney's fees.

I acknowledge there has been no admission of any wrong doing by Releasees and the consideration received herein shall not be construed as an admission of any liability by Releasees.

WITNESS my signature this 23rd day of May, 1997.

[Redacted signature area]

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by [Redacted], this 23rd day of May, 1997.

My commission expires: 11/28/98.

Charles C. Hagan Jr.
NOTARY PUBLIC, STATE-AT-LARGE, KY

I acknowledged I have reviewed and fully discussed this document with my client, and in my judgment, he fully understands the nature of his decision and I am a witness to his signature hereto.

Charles C. Hagan Jr
CHARLES C. HAGAN, JR.

JJF7S-4 :tld

FORD, KLAPPERT & MEYER 01-70
ESCROW ACCOUNT
900 KENTUCKY HOME LIFE BLDG
LOUISVILLE, KY 40202

12327

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May 23 19 97

TO THE
ORDER OF

\$ [REDACTED]

DOLLARS  Security features
Included.
Data is on back.

PNC BANK

PNC Bank, Kentucky, Inc.
Louisville, KY 050

FOR

Sammy Dawson

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