

**GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS  
AND COVENANT NOT TO SUE**

THIS GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS AND COVENANT NOT TO SUE (hereinafter "Agreement") is entered into by and between TIM COONCE (hereinafter referred to as "COONCE"), FRANCISCAN FRIARS OF CALIFORNIA, INC. (hereinafter referred to as "FRANCISCANS"), and TOM THING ("THING.")

WHEREAS, a dispute has arisen between the parties and COONCE has filed an action against FRANCISCANS, former Franciscan brother Tom Thing and others in the 8<sup>th</sup> Judicial District Court of the State of Nevada, in and for the County of Clark, Case No. A-11-637011-C entitled *Tim Coonce, Plaintiff v. Franciscan Friars of California, Inc., et al.*, (hereinafter "Action"), seeking compensatory damages for alleged personal injury and childhood sexual abuse.

WHEREAS, the parties hereto desire to settle the whole of their differences arising out of or in connection with the Action;

NOW THEREFORE, for good and valuable consideration, including the representations, warranties, and covenants contained herein, each of the parties hereto being of lawful age for themselves, their heirs, successors, administrators, trustees, executors, assignees, agents, servants and employees, do hereby agree as follows:

1. FRANCISCANS shall pay to COONCE the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) within thirty (30) days of the receipt of this fully executed Agreement. Said amount represents personal injury damages for physical injury within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1996.

2. FRANCISCANS will not object to the release of all files in their possession related to Tom Thing provided Tom Thing consents to their release, the documents are redacted

and COONCE releases and dismisses Tom Thing as described in paragraphs 3 and 4, below.

The production of the documents shall use the same redaction protocol as was applied to documents produced by FRANCISCANS pursuant to Judge Peter Lichtman's Order of April 2, 2009 in *Clergy Cases I & III*, JCCP 4286 and 4359, as attached hereto as Exhibit A. Upon those conditions, the redacted documents will be produced within thirty (30) days of the receipt of this fully executed Agreement.

3. COONCE shall dismiss the Action and all causes of action therein with prejudice against FRANCISCANS and THING, each party to bear its own attorney's fees and costs, within ten (10) days of the receipt of this fully executed Agreement.

4. COONCE shall and hereby does release, acquit and forever discharge THING, FRANCISCANS and all of FRANCISCANS' past and present agents, attorneys, servants and employees, members, religious brothers, priests, religious officers (including, but not limited to, all individuals alleged to have engaged in childhood sexual abuse, failed to supervise or report abuse to authorities or any other allegedly actionable conduct), volunteers, schools and institutions, affiliates, heirs, successors, administrators, trustees, assignees, and insurers (including, but not limited to Travelers Insurance Company), and all the respective past, present and future parent corporations, subsidiaries, divisions and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, claims handling administrators, successors, predecessors and assigns of each party released hereunder, in their own capacity and with respect to any assumed business (collectively "Releasees") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and debts whatsoever, in law and in equity, which he has, has had, or which he or his heirs,

executors, trustees and administrators, successors, agents, servants, employees or assignees hereinafter can, shall or may have against said Releasees on account of or in any way growing out of any matter or thing which has happened, developed or occurred prior to the execution of this Agreement, whether known or unknown, suspected or unsuspected, including without limitation any claims on account of or in any way growing out of or in any way connected with, based upon, related to or arising out of the relationship between COONCE and the Releasees, the matters alleged in the Action, or which could have been alleged in the Action, the interaction between COONCE and Releasees up and through the date of this Release, or which relates in any way to childhood sexual abuse, whether or not alleged in the Action. For avoidance of doubt, "Releasees" includes, but is not limited to, all corporate, legal or canonical entities constituting, owned or operated by, or affiliated with, the Order of Friars Minor and/or the Providence of Saint Barbara.

5. COONCE shall refrain and forbear from commencing, instituting or participating in, either as a named or unnamed party, any other lawsuit, action or other proceeding against the Releasees, or any of them, whether brought by himself or by others on his behalf, based on or arising out of any of the facts or circumstances described in the Action or out of any childhood sexual abuse. Nothing in this paragraph shall prohibit or limit Coonce's ability to testify as a percipient witness in any action, lawsuit or other proceeding.

6. This Settlement and Release includes all alleged injuries and damages to persons and/or property whatsoever, whether such injuries and damages be known or unknown, foreseen or unforeseen, and whether they are latent or occur later. This Settlement and Release shall also discharge the Releasees from any and all obligations or commitments to pay for or reimburse the

costs of any form of medical treatment or therapy incurred by COONCE on or after the date of this Release.

7. COONCE acknowledges that laws relating to the claims released in this Agreement may be modified in the future but COONCE agrees that this Release discharges all claims referenced herein, regardless of any future change in the law.

8. THING agrees that FRANCISCANS may release to COONCE all of his files in their possession, including his personnel, confidential, psychotherapy and laicization files. THING waives any objections and consents to COONCE releasing to the public all of THING's files, subject to the redactions set forth in Exhibit A to this Agreement. THING shall hold COONCE, FRANCISCANS and all Releasees harmless from any injury or damages that could result from such release, and THING covenants not to assert any claim of any kind against COONCE, FRANCISCANS or any other Releasee in connection therewith.

9. This Agreement expresses a full, final and complete settlement of the claims of COONCE and shall not be deemed or treated as an admission of liability or responsibility by any of the Releasees or any other person for any events, activities, acts or omissions. Neither shall this Agreement be deemed to be evidence of the existence, nature or amount of damages alleged by any party hereto, as all payments made hereunder are in compromise only and to avoid litigation.

10. All parties hereto, and each of them, represent and warrant that each has the right, power and authority to execute this Agreement, and further represent and warrant that they and each of them have the exclusive right to prosecute and compromise the matters set forth in the Action and Paragraph 4 of this Agreement and that none of them have sold, assigned, conveyed

or otherwise transferred such rights. COONCE represents and warrants that, at the time of the negotiation and execution of this Agreement, he has reached the age of majority, he has the capacity to enter into an enforceable contract under the laws of the State of Nevada, and is doing so with the advice and recommendation of his attorney, who is admitted to practice in the State of Nevada.

11. Each person who has signed this Agreement in a representative capacity hereby represents and warrants that he or she is duly authorized to enter into this Agreement.

12. COONCE acknowledges that no representation or promise not expressly contained in this Agreement has been made and further acknowledges that he is not entering into this Release on the basis of any promise or representation, express or implied. This Agreement contains the entire agreement between the parties hereto, and the terms hereof are contractual and not a mere recital. This Agreement supersedes all prior agreements and contains the entire agreement of the parties on the matters covered. COONCE acknowledges that he has fully and personally investigated the subject matters of this Release and has consulted such independent counsel as required, and does not rely on any statement of fact or opinion by or of the Franciscans or its attorneys. COONCE acknowledges that his attorney is licensed to practice in the State of Nevada and has read, approved and signed this Agreement.

13. COONCE represents that there are no liens, including no Medicare liens, or claims of liens, against or assignments in law or equity of his claims or causes of action released herein. To the extent that there are any liens arising from claims released herein, COONCE agrees to satisfy those liens with his proceeds from this settlement or otherwise. Furthermore, COONCE agrees to defend and indemnify Releasees and their attorneys and insurers against any

claim that may be made by any lien holder (including, but not limited to, any attorneys who represented COONCE in the Action) against the Action or the settlement amount.

14. In any complaint or cross-complaint made by a medical provider against any Releasee arising out of or in connection with the Action brought by COONCE regarding the injuries or damages that are the subject of the Action, COONCE agrees to defend, indemnify and hold such Releasee 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.

15. This Agreement may be enforced by any party hereto by a motion or by other procedure permitted by law in the District Court in or for the County of Clark.

16. The parties agree that the prevailing party in any action or proceeding henceforth between the parties in regards to any action to enforce this Agreement shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which they may be entitled.

17. Each of the parties hereto and their counsel have reviewed this Release and agree that any rule of construction to the effect that ambiguities in the interpretation of this Release or any amendment or exhibits thereto are to be resolved against the drafting party shall not apply.

18. If, for any reason, any paragraph or portion of a paragraph or any other term or provision of this Agreement is not legally enforceable, then each and all of the parties expressly wish and intend that any such unenforceable portion be deemed severable, and that the remainder of this Agreement remain binding and effective so long as the remainder of this Agreement can be enforced without failure of material consideration of any party. It is the intent of the parties

that if any such severance of a portion of this Agreement be made, then any such severance shall be as narrow as possible, excising only as much substance as necessary to sever whatever portion is deemed unenforceable.

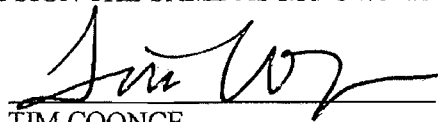
19. If any belief or fact relied upon by a party in agreeing to enter into this Agreement is found at some future time to be other than is now believed by such party to be true, such party expressly accepts and assumes the risk of such possible difference insofar as it relates to this Agreement, and agrees that this Agreement shall be, and remains, effective notwithstanding any such occurrence.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

21. The payments under this Agreement are intended as compensation for personal injury and childhood sexual abuse.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND RELEASE AND KNOW THE CONTENTS THEREOF AND I SIGN THE SAME AS MY OWN FREE ACT.

DATED: 6/15/2012

  
TIM COONCE

APPROVED AS TO FORM AND CONTENT, BY:

Dated: 6/17/12

**RYAN MERCALDO & WORTHINGTON, LLP**

By: Sarah Suter

Norman A. Ryan, Esq.  
Ryan M. Venci, Esq.  
Sarah H. Suter, Esq.  
5588 S. Fort Apache Rd., #110  
Las Vegas, NV 89148  
*Attorney for Plaintiff Tim Coonce*

Dated: \_\_\_\_\_

**TOM THING**

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

Dated: \_\_\_\_\_

**HOWIE & SMITH LLP**

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

Robert George Howie, Jr., Esq.  
1777 Borel Place, Ste. 1000  
San Mateo, CA 94402  
*Attorney for Tom Thing*

Dated: \_\_\_\_\_

**FRANCISCAN FRIARS OF CALIFORNIA,  
INC.**

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**THE DOYLE FIRM, P.C.**

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

William H. Doyle, Esq.  
1313 E. Osborn Road, Suite 220  
Phoenix, AZ 85014  
*Attorneys for Franciscan Friars of California,  
Inc.*



APPROVED AS TO FORM AND CONTENT, BY:

Dated: \_\_\_\_\_

**RYAN MERCALDO & WORTHINGTON, LLP**

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

Norman A. Ryan, Esq.  
Ryan M. Venci, Esq.  
Sarah H. Suter, Esq.  
5588 S. Fort Apache Rd., #110  
Las Vegas, NV 89148  
*Attorney for Plaintiff Tim Coonce*

Dated: 5/23/12

**TOM THING**

By: *Tom Thing*

Dated: 6/8/12

**HOWIE & SMITH LLP**

By: *[Signature]*

Robert George Howie, Jr., Esq.  
1777 Borel Place, Ste. 1000  
San Mateo, CA 94402  
*Attorney for Tom Thing*

Dated: \_\_\_\_\_

**FRANCISCAN FRIARS OF CALIFORNIA,  
INC.**

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**THE DOYLE FIRM, P.C.**

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

William H. Doyle, Esq.  
1313 E. Osborn Road. Suite 220  
Phoenix, AZ 85014  
*Attorneys for Franciscan Friars of California,  
Inc.*

APPROVED AS TO FORM AND CONTENT, BY:

Dated: \_\_\_\_\_

**RYAN MERCALDO & WORTHINGTON, LLP**

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

Norman A. Ryan, Esq.  
Ryan M. Venci, Esq.  
Sarah H. Suter, Esq.  
5588 S. Fort Apache Rd., #110  
Las Vegas, NV 89148  
*Attorney for Plaintiff Tim Coonce*

Dated: \_\_\_\_\_

**TOM THING**

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

Dated: \_\_\_\_\_

**HOWIE & SMITH LLP**

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

Robert George Howie, Jr., Esq.  
1777 Borel Place, Ste. 1000  
San Mateo, CA 94402  
*Attorney for Tom Thing*

Dated: 6/18/2012

**FRANCISCAN FRIARS OF CALIFORNIA,  
INC.**

By: 2. James Gardin, Opm

Its: President / Provincial Minister

Dated: \_\_\_\_\_

**THE DOYLE FIRM, P.C.**

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

William H. Doyle, Esq.  
1313 E. Osborn Road, Suite 220  
Phoenix, AZ 85014  
*Attorneys for Franciscan Friars of California,  
Inc.*

EXHIBIT A

EXHIBIT A

**REDACTIONS OF NAMES AND INFORMATION FROM THE FINAL PRODUCTION  
OF FILES AND DEPOSITION TRANSCRIPTS**

**Names/information to be redacted from all files and deposition transcripts**

1) All victim names;

2) All personal information – such as social security numbers, home addresses, financial information and medical conditions – of Father Mel Bucher, Father Ray Bucher, Father Joseph Chinnici, Brother Kevin Dunne, Father Michel Gagnon, Father Steve Kain, Father Alan McCoy, Father Finian McGinn, Father Pedro Vasquez, and Father Louie Vitale. See 4/2/09 Order, pp. 46-47.

3) All of the following names:

Father Anthony “Severin” Baumann (Attachment #1, 1/29/07 Stip. and Order between plaintiffs/ Franciscans)

Father Robert Meric Beltrami (objection to redaction withdrawn by plaintiffs)

Father Loren Blessing (Attachment #1)

Father Mel Bucher (4/2/09 Order, pp. 47-48)

Father Ray Bucher (4/2/09 Order, pp. 47-48)

Father Eugene Burnett (4/2/09 Order, pp. 47-48)

Father Stanley Caspary (Attachment #1)

Father Joseph Chinnici (4/2/09 Order, pp. 47-48)

Father Larry Dolan (Attachment #1)

Brother Kevin Dunne (4/2/09 Order, pp. 47-48)

Father Larry Dunphy (Attachment #1)

Father Nevin Ford (Attachment #1)

Father Michel Gagnon (4/2/09 Order, pp. 47-48)

Father Marty (Martin) Gates (Attachment #1)

Father Clifford Herle (Attachment #1)

Sister Paschal Hocum (Attachment #1)

Brother Jan Honchosky (Attachment #1)

Father Joachim Hulings (Attachment #1)

Father Lloyd Johnstone (Attachment #1)

Father Steve Kain (4/2/09 Order, pp. 47-48)

Father Maurus Kelly (Attachment #1)

Father Finbar Kenneally (Attachment #1)

Father Loren Kerkof (Attachment #1)

Father Thaddeus Kreye (Attachment #1)

Father Peter Krieg (Attachment #1)

Father Juan Leon (Attachment #1)

Father Martial Luebke (Attachment #1)  
Father Floyd Lotito (Attachment #1)  
Brother Miguel Lozano (Attachment #1)  
Father Alexander Manville (Attachment #1)  
Father Alan McCoy (4/2/09 Order, pp. 47-48)  
Father Forrest McDonald (Attachment #1)  
Father Finian McGinn (4/2/09 Order, pp. 47-48)  
Brother Jeff McNabb (Attachment #1)  
Father Christian Mondor (Attachment #1)  
Dr. Munch (Attachment #1)  
Father Richard Ochiltree (Attachment #1)  
Father Sal Parisi (Attachment #1)  
Father Herbert Patterson (Attachment #1)  
Father Robert Pfisterer (Attachment #1)  
Father Gino Piccoli (Attachment #1)  
Armando Quiros (Attachment #2, 10/26/06 Stip. and Order between plaintiffs/ Franciscans)  
Carl Rogers (Attachment #1)  
Father Mark Schroeder (Attachment #1)  
Father Otto Schlump (Attachment #1)  
Father Neil Scott (Attachment #1)  
Father Alberic Smith (Attachment #1)  
Father Emery Tang (Attachment #1)  
Father Ray Tintle (Attachment #1)  
Father Pedro Vasquez (4/2/09 Order, fn. 43)  
Father John Vaughn (Attachment #1)  
Father Louie Vitale (4/2/09 Order, pp. 47-48)  
Brother Clem Wehe (Attachment #1)  
Father Ralph Weishaar (Attachment #1)

None of the remaining proposed redactions should be finalized, nor should there be any new redactions, in the final production of the files and deposition transcripts unless either the proposed or newly redacted name or information falls into one of the three categories set forth above, or the plaintiffs indicate their acceptance, below, of the proposed redactions.