AGREEMENT TO CONDUCT AN INDEPENDENT REVIEW

THIS AGREEMENT is entered into this 15th day of February, 2019, by and between the following Parties: Colorado Attorney General Phil Weiser (the "Attorney General"); the Archdiocese of Denver, the Diocese of Colorado Springs, and the Diocese of Pueblo (collectively the "Colorado Dioceses"); and Robert Troyer, the Special Master¹ (the "Special Master").

RECITALS

Following the release of a Pennsylvania Grand Jury Report in August 2018, which includes detailed findings concerning the history of clergy sexual abuse in the Commonwealth of Pennsylvania, the Attorney General seeks to conduct an investigation concerning historic sexual abuse of minors by clergy in Colorado and the Colorado Dioceses' response to such conduct.

Beyond what has been historically reported, the Attorney General has no knowledge of any unreported clergy sexual abuse or similar wrongdoing by any of the Colorado Dioceses.

In the spirit of compromise and cooperation, the Attorney General and the Colorado Dioceses have explored various alternatives by which the Colorado Dioceses' files and records could be reviewed by an independent person or persons to (1) ensure there are no current active diocesan priests in Colorado with substantiated allegations of sexual abuse of minors, (2) identify diocesan priests thought to have sexually abused a minor, and (3) assess the Colorado Dioceses' response to such abuse.

To facilitate the Attorney General's and the Colorado Dioceses' desire for an independent review, the Attorney General and Colorado Dioceses seek to establish an independent review protocol that will be performed by a Special Master.

It is anticipated that the Special Master will review the Colorado Dioceses' relevant files in a consistent and methodical way to identify historic allegations of sexual abuse of minors and the responsible perpetrators, interview witnesses as necessary, and prepare a written report of his findings addressing the specific questions posed in this Agreement. Subject to the provisions of this Agreement, the Special Master shall have unfettered access to all files and records of the Colorado Dioceses.

In consideration of these points, the Parties agree:

AGREEMENT

I. Definitions.

A. **Audited Period of Review** shall mean each year within the Period of Review in which an independent third party audit of the Colorado Dioceses was conducted for

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¹ The Special Master is not appointed under C.R.C.P. 53 and that rule is not relevant to the determination of the Special Master's powers or duties. Instead, the Special Master's powers and duties for purposes of this Agreement are limited to those described herein.

- compliance with United States Conference of Catholic Bishops' Charter for the Protection of Children and Young People.
- B. **Diocesan Priest(s)** shall mean any priest that is or was incardinated in the Colorado Dioceses, or any extern priest that is or was incardinated in another Diocese outside of Colorado but assigned or permitted to serve as a priest within Colorado. This term does not include religious order priests, who are assigned, transferred, and subject to the control of their own religious orders and religious superiors, not the Colorado Dioceses.
- C. Files shall mean the clergy files, personnel or "employment" files, so-called "Canon 489" files, safe environment program files, or any other file in the possession, custody or control of the Colorado Dioceses that may contain any allegation of Misconduct with a Minor by a Diocesan Priest or any other clergy, including religious order priests, reported during the Period of Review.
- D. Misconduct with a Minor shall include the Sexual Abuse of a Minor and any other conduct that raises a reasonable concern that Diocesan Priests may have engaged in the Sexual Abuse of a Minor, including but not limited to grooming behaviors directed toward a minor. Misconduct with a Minor does not include conduct between adults 18 years of age or older.
- E. **Period of Review** shall mean the period of time from January 1, 1950 to the present.
- F. **Sexual Abuse of a Minor** shall mean any sexual conduct by an adult directed against a person under 18 years of age, specifically including exhibitionism or exposing oneself to a minor; fondling; intercourse; masturbation in the presence of a minor or forcing the minor to masturbate; obscene phone calls, text messages, or digital interaction; producing, possessing, or sharing images or movies depicting nude minors; sex of any kind with a minor, including vaginal, oral, or anal; sex trafficking; and any other sexual conduct that is harmful to a child's mental, emotional, or physical welfare.
- G. **Substantiated Allegation** means an allegation of Sexual Abuse of a Minor or allegation of Misconduct with a Minor for which the Special Master finds that sufficient evidence exists to believe that the alleged conduct more likely than not occurred. An allegation asserted by other persons against the same Diocesan Priest could substantiate the first allegation, provided that a common pattern and practice can be identified. The absence of any other allegations does not prohibit a finding that an allegation is substantiated. However, if the only allegation of Sexual Abuse of a Minor was made after the accused Diocesan Priest died and the Diocesan Priest was not able to respond to the allegation, there must be additional evidence beyond the allegation itself for the Special Master to find the allegation substantiated.

II. Special Master

- A. Fees and Costs
 - 1. The Special Master shall be paid an initial payment of \$150,000 on or before March 1, 2019 (the "Flat Fee") and a monthly fee of \$18,750 for eight months (the "Monthly

- Flat Fee" and together with the Flat Fee, the "Special Master's Fee") to complete the scope of work under this Agreement. The Special Master shall use best efforts to complete the scope of work no later than October 1, 2019.
- 2. The Special Master's Fee includes the use of any separate administrative support, law clerks, associates, or investigators to assist the Special Master with his work.
- 3. The Special Master and any administrative support, law clerks, associates, or investigators used to assist the Special Master will not be employees of the Attorney General or of the Colorado Dioceses. All administrative support, law clerks, associates, or investigators to be used by the Special Master shall be disclosed to and approved by the Attorney General and the Colorado Dioceses to avoid any actual or perceived conflict of interest, bias, or unfair prejudice.
- 4. The Colorado Dioceses are responsible for the Monthly Flat Fee, payable on the first day of each month beginning on March 1, 2019 and ending on October 1, 2019, unless this Agreement is terminated before October 1, 2019. In the case of early termination by any party, the Colorado Dioceses shall be responsible for a prorated portion of the Monthly Flat Fee through the effective date of the termination.
- 5. The Attorney General is responsible for identifying private parties to pay the remaining 50% of the Special Master's Fee, payable in full no later than March 1, 2019. The private parties shall have no rights or recourse under this Agreement. Their payments will be made voluntarily and without any expectation of return. The payments will be nonrefundable. The identity of the private parties shall be kept confidential at their request.
- 6. The Special Master's reasonable costs incurred in connection with his work under this Agreement will be reimbursed by the Colorado Dioceses. Costs include charges for postage, messengers, overnight deliveries, printing and duplication, and travel expenses.
- 7. If for any unanticipated reason the Special Master is unable to complete the scope of work for the Special Master Fee set out above, the Attorney General and Colorado Dioceses will work in good faith to raise funds to complete the work. In no event will the total Special Master's Fee exceed the anticipated \$300,000 by more than 20% (an additional \$60,000).
- 8. The Special Master shall meet periodically with the Colorado Dioceses and the Attorney General, no less than once per month, by telephone or in person, to provide an update on his progress in completing the scope of work set out below. All information shared during these meetings shall be kept strictly confidential by all Parties.
- B. This Agreement shall only become effective upon the Special Master's receipt of the first Monthly Flat Fee payment set forth in Section II(A)(4) and the Flat Fee payment set forth in Section II(A)(5).

III. Special Master's Scope of Work

A. Independent Review

- 1. The historic Files of the Colorado Dioceses are in paper, not electronic, format. Thus, the production of Files will consist of paper files of the Colorado Dioceses as described below.
 - a. The Colorado Dioceses will produce the Files to the Special Master for review on a rolling basis.
 - b. The Files may be produced by the Colorado Dioceses to the Special Master by any combination of the following means:
 - i. making the hard copy Files available in the offices of the Colorado Dioceses or at another location agreed upon by the Parties; or
 - ii. producing electronic scanned images of the Files to the Special Master.
 - c. The Colorado Dioceses anticipate that they will begin producing Files for review within five business days of the execution of this Agreement.
 - d. Files shall be produced in the following order of priority:
 - i. Files related to third-party audits for each year of the Audited Period of Review in which a Diocese was audited, and copies of all the internal policies and procedures during this same time period. The Colorado Dioceses represent that such audits have been conducted regularly since about 2003 and identify all reported allegations of sexual abuse of minors by Diocesan Priests during each Audited Period of Review.
 - ii. Files related to active Diocesan Priests.
 - iii. Files related to inactive, retired, or deceased Diocesan Priests for whom the Colorado Dioceses have received an allegation of Sexual Abuse of a Minor or Misconduct with a Minor and whose alleged conduct has resulted in civil lawsuits against the Colorado Dioceses.
 - iv. Files related to inactive, retired, or deceased Diocesan Priests accused of the Sexual Abuse of a Minor or Misconduct with a Minor, and whose conduct has not resulted in civil lawsuits against the Colorado Dioceses.
 - v. Any other Files not previously produced that contain an allegation of Sexual Abuse of a Minor or Misconduct with a Minor by Diocesan Priests or any other clergy, including religious order priests.

- e. Once each category of Files identified above has been made available to the Special Master for review, each Colorado Diocese will advise the Special Master and Attorney General in writing that all responsive Files for that category have been made available.
- f. At any time, the Special Master and the Attorney General may make further written or verbal requests of counsel for the Colorado Dioceses to satisfy the Attorney General that all responsive documents have been made available for review. The Special Master may also request documents that would be helpful to his review. For instance, the Special Master may request electronically stored information (ESI) related to a specific Diocesan Priest or specific abuse allegations, or summary documents listing a history of assignments for individual Diocesan Priests. The Colorado Dioceses expect to accommodate all such reasonable requests, but reserve all objections to such requests for documents or information. The Special Master will advise the Attorney General and the Colorado Dioceses if he concludes any request for documents or information has been unreasonably denied.
- g. In addition to the Files, the Colorado Dioceses shall produce to the Special Master and Attorney General current and past organizational charts for the Colorado Dioceses dating back to 1950 and similar non-privileged and nonconfidential information to provide context to the matters under review by the Special Master.
- h. The Attorney General and the Colorado Dioceses shall provide to the Special Master any allegation of the Sexual Abuse of a Minor and any allegation of Misconduct with a Minor, including any that they receive between the effective date of this Agreement and the conclusion of the Special Master's review, currently estimated to be September 1, 2019. This obligation shall apply to any allegation made through a hotline the Attorney General may establish for the reporting of the sexual abuse of minors. The Attorney General and the Colorado Dioceses may also submit to the Special Master any additional information they determine may be relevant to the Special Master's scope of work.
- i. The Dioceses are creating a state-wide private settlement program to provide care and reparations for victims of abuse. The program is a mediation program which is confidential under Colorado law, including but not limited to C.R.S. § 13-22-307. Because such a program includes promises of confidentiality to the victims and all involved in the process, the Special Master shall not be granted access to any documents or files created by or in connection with the Colorado Dioceses' Independent Reconciliation and Reparations Program, except the Special Master will be advised of any new allegations of Sexual Abuse of a Minor or Misconduct with a Minor against Diocesan Priests and will be provided copies of any notification the allegedly responsible Colorado Diocese provides to local law enforcement upon receipt of such new allegation. It is expressly agreed that Special Master will not be

entitled to any documents which relate to the valuation of claims, or which reflect the work product or claims evaluation materials of the administrators of the settlement program.

2. Review of Files

- a. The Special Master will review the Colorado Dioceses' current policies and procedures adopted for the protection of minors.
- b. The Special Master will review the Files produced and will identify through his review, including any additional information provided by the Attorney General or Colorado Dioceses under Section III(A)(1)(h), all Substantiated Allegations of the Sexual Abuse of a Minor and Misconduct with a Minor committed by Diocesan Priests during the Period of Review.

3. Supplemental Interviews

- a. If, following his review of the documents under Section III(A)(2)(b), the Special Master concludes that there is an allegation of Sexual Abuse of a Minor by a Diocesan Priest, but there is insufficient information to determine whether that allegation is a Substantiated Allegation, the Special Master may engage in supplemental interviews of witnesses, including victims.
- b. The Special Master shall not conduct interviews under circumstances where it is clear that doing so will re-victimize the victim. If there is any indication that the victim has in good faith and without coercion requested not to be contacted concerning the allegation, or currently requests not to be contacted, the Special Master will honor those requests.
- c. Except as set forth in the Section III(A)(3)(d), the Special Master may only engage in supplemental interviews in connection with allegations of Sexual Abuse of a Minor by Diocesan Priests. For example, the Special Master shall not engage in any supplemental interviews concerning the Sexual Abuse of a Minor by a religious order priest.
- d. In most instances, allegations of Misconduct with a Minor that do not include Sexual Abuse of a Minor will not warrant supplemental interviews by the Special Master. However, in the event that the review of documents under Section III(A)(2)(b) yields evidence of serious and multiple allegations of Misconduct with a Minor by a Diocesan Priest, the Special Master may conduct supplemental interviews if the Special Master determines based on that evidence that: (i) it is more likely than not that the conduct of the Diocesan Priest progressed to Sexual Abuse of a Minor, and (ii) the response of the Colorado Diocese was inadequate based on present-day standards. The purpose of these supplemental interviews is to determine if the Misconduct of a Minor was underreported or progressed to a Substantiated Allegation of Sexual Abuse of a Minor by a Diocesan Priest.

e. Once the Special Master has identified a Substantiated Allegation of the Sexual Abuse of a Minor by a Diocesan Priest, such that that Diocesan Priest will be listed by name in the Special Master's Report under Section III(B)(1)(c), there shall be no need for, and the Special Master shall not, conduct supplemental interviews with regard to additional allegations against that Diocesan Priest. This Section shall not limit the authority of the Special Master to include such additional allegations in his report if he deems including the allegation to be appropriate.

4. Confidentiality and Return of Files

- a. All work performed by and communications with the Special Master under this Agreement shall be mediation communications under C.R.S. § 13-22-307.
- b. Except as set forth in Section III(B) pertaining to the preparation of the Report, the Special Master shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed by his agents, to any person or entity any Files, portion of Files, information contained in the Files, or any other information provided by the Attorney General or the Colorado Dioceses. The Special Master shall make no public statements and shall not discuss or disclose its work, except as expressly permitted or when reasonably necessary to complete the scope of work under this Agreement.
- c. The Special Master will immediately notify the Colorado Dioceses and the Attorney General of the filing of any suit to compel the disclosure of any of the Files so that the Colorado Dioceses may intervene in the suit to protect their interests in keeping the files from public disclosure.
- d. The Attorney General will immediately notify the Colorado Dioceses and the Special Master of any request or filing of any suit that seeks to compel the disclosure of any of the Files so that the Colorado Dioceses may intervene in the suit to protect their interests in keeping the files from public disclosure.
- e. The Special Master shall not retain any copies of the Files in hard copy or electronic form (or any part thereof), or any other documents provided by the Attorney General or Colorado Dioceses and, upon termination, completion of the Report, or earlier if requested in writing by the Colorado Dioceses or Attorney General, shall return any copies made during its work to the Colorado Dioceses or destroy such copies.

B. The Special Master's Report

- 1. The Special Master will draft a Report, separately addressing each of the Colorado Dioceses, that includes in this order the following:
 - a. An analysis of the quality and effectiveness of each Diocese's <u>current</u> policies and procedures intended to protect minors from abuse and to report abuse to appropriate authorities when discovered.

- b. An analysis of whether each Diocese has complied with the Colorado statutes applicable at the time an allegation was made mandating the reporting of the Sexual Abuse of a Minor to law enforcement and/or other public authorities.
- c. A listing, by name, of any Diocesan Priest with one or more Substantiated Allegation(s) of the Sexual Abuse of a Minor. For each Diocesan Priest listed, the Report shall provide the following information:
 - i. a brief summary of the Substantiated Allegation(s) of Sexual Abuse of a Minor:
 - ii. the date or general time period in which the abuse occurred;
 - iii. the date or dates that the abuse was first reported to the Colorado Diocese:
 - iv. the gender and age of the victim(s) of the abuse;
 - v. the assignment of the perpetrator at the time of the abuse;
 - vi. whether the Colorado Diocese received any report of Misconduct with a Minor prior to the abuse;
 - vii. whether the abuse was reported to law enforcement when required under Colorado law and when;
 - viii. whether the allegation was denied by the perpetrator and the existence of any exculpatory evidence;
 - ix. what action, if any, the Colorado Diocese took with regard to the Diocesan Priest after receiving the substantiated allegation of abuse, including but not limited to re-assignment, transfer, removal from ministry, laicization, involuntary retirement, restrictions on ministry, and restrictions on faculties;
 - x. if the Diocesan Priest continued in ministry, any steps taken by the Colorado Diocese to protect against future abuse by the perpetrator, including restrictions on ministry or psychological counseling; and
 - xi. an analysis of the quality and effectiveness of the Diocese's response to the allegations of Misconduct with a Minor and Sexual Abuse of a Minor, including a description of the Diocese's effort to investigate the allegation or refer the matter to law enforcement.
- d. To the extent the Special Master has identified Substantiated Allegations of Misconduct with a Minor by a Diocesan Priest, and that Diocesan Priest is not listed in the Report pursuant to Section III(B)(1)(c) above for Sexual Abuse of a Minor, the Report shall not include the identity of any Diocesan Priest, victim, or others, but the Report shall include the following information:
 - i. a brief summary of the Misconduct with Minors;
 - ii. the date or general time period in which the Misconduct with Minors occurred:
 - iii. the date or dates that the Misconduct with Minors was first reported to the Colorado Diocese;
 - iv. the gender and age of the victim(s) of the misconduct;

- v. whether the Colorado Diocese previously received any report of Misconduct with a Minor:
- vi. whether the allegation was denied by the Diocesan Priest;
- vii. what action, if any, the Colorado Diocese took with regard to the Diocesan Priest after receiving the allegation, including but not limited to re-assignment, transfer, removal from ministry, laicization, involuntary retirement, restrictions on ministry, and restrictions on faculties:
- viii. if the Diocesan Priest continued in ministry, any steps taken by the Colorado Diocese to protect against future misconduct by the perpetrator, including restrictions on ministry or psychological counseling; and
- ix. an analysis of the quality and effectiveness of the Diocese's response to the allegations of Misconduct with a Minor.
- e. To the extent the Special Master has identified unsubstantiated allegations of Misconduct with a Minor by a Diocesan Priest, and that Diocesan Priest is not listed in the Report pursuant to Section III(B)(1)(c) above for Sexual Abuse of a Minor, the Special Master shall include a quantitative summary of the unsubstantiated Misconduct with Minors. This summary is intended to identify the relevant timeframe, volume, and types of alleged Misconduct with Minors, and shall not include the identity of any Diocesan Priest or others.
- 2. The Special Master shall state in the Report if information included in the Report under Section III(B)(1)(c) above was provided by the Attorney General.
- 3. The Report shall not include the name of any victim of abuse, and shall exclude any identifying information that would allow the public to determine the identity of any victim or any Diocesan Priest identified by the Special Master under Section III(B)(1)(d) above as having engaged in one or more Substantiated Allegations of Misconduct with a Minor.

C. Review and Publication of the Report.

- 1. Upon the Special Master's completion of a draft of the Report, it shall be provided to the Colorado Dioceses and the Attorney General for review. The Colorado Dioceses and the Attorney General do not have the authority to edit the draft Report, but shall have reasonable time and opportunity to identify inaccuracies and to suggest improvements. The Special Master shall have discretion to incorporate all, some or none of the Parties' suggestions and to otherwise edit the draft before finalizing it.
- 2. Once the Report is finalized, it shall be released to the public. Upon release of the report to the public, the Special Master's work shall be concluded.
- 3. The Special Master shall use best efforts to complete the draft report no later than October 1, 2019.

- D. Limitations on Special Master and Work Under this Agreement
 - 1. The work of the Special Master under this agreement shall be strictly limited to the scope of work described herein.
 - 2. No attorney-client relationship shall be created by this Agreement between the Special Master and the State of Colorado or between the Special Master and the Colorado Dioceses.
 - 3. The Report and this Agreement are the result of a compromise and shall not be admissible as evidence in a court of law for any purpose.
 - 4. The findings and opinions stated in the Report are those of the Special Master, and shall not be deemed an admission of the Colorado Dioceses or the Attorney General for any purpose.

IV. Privileges/CORA

A. Privileged Documents

- The Files contain sensitive, confidential and privileged information about the Colorado Dioceses, victims of sexual abuse, Diocesan Priests, and Diocesan employees.
- 2. The Parties recognize that preparing detailed privilege logs for each and every document and File covered by this agreement would be cost and time prohibitive. For this reason, prior to producing the Files for review, each Diocese may remove from the Files any psychological evaluations, medical records, and any attorney-client communications or documents subject to work-product immunity (the "Privileged Materials"). When a Diocese removes Privileged Materials, the file shall be annotated or a log provided for each File indicating that Privileged Materials have been removed and the nature of the privilege. The Colorado Dioceses shall not remove any psychological evaluations from the Files if those evaluations indicate that the Diocesan Priest admitted to the Sexual Abuse of a Minor.
- 3. If the Special Master determines in his discretion that further information is necessary to evaluate a particular File or a Diocese's assertion of privilege, the Special Master may request that the Diocese prepare a privilege log for that specific File. The Special Master shall advise the Attorney General if a privilege log has been requested for a File, and the outcome of that request, along with a copy. The Special Master is not authorized to order the production of any document or file, but shall advise the Colorado Dioceses and the Attorney General if he concludes that any documents or files have been improperly withheld under a claim of privilege.
- 4. Upon discovering that any document produced for review appears to be Privileged Materials, the Special Master shall immediately notify the Colorado Dioceses and return the document without reviewing it. Any inadvertent production of Privileged Materials that could or should have been withheld shall in no way prejudice or

otherwise constitute a waiver of, or estoppel as to, any claims of privilege or work-product immunity. In the event Privileged Materials exist in any production, the Special Master shall destroy all copies of such Privileged Materials (including extra copies, summaries of or notes relating to the Privileged Materials), and withdraw such Privileged Materials from any use under this Agreement.

- 5. The Parties agree to confer in good-faith to resolve any and all disputes over the Colorado Dioceses' production of Files and the removal or claw back of Privileged Materials.
- B. Producing Files under the terms this Agreement shall not act as a waiver of any privilege or protection under state or federal law.
- C. Colorado Open Records Act (CORA) Exemption
 - 1. The Files reviewed by the Special Master will not come into the possession, custody or control of the Attorney General or the State of Colorado and therefore will not be available to the public under CORA, or any other state or federal law. The Parties agree that even if the Files were to come into the possession, custody or control of the Attorney General or the State of Colorado, other exemptions within CORA would prohibit public disclosure of the Files to the public.
 - 2. The Attorney General will immediately notify the Colorado Dioceses of any request or the filing of any suit to compel the disclosure of any of the Files to the public, and shall oppose any such request or suit. The Colorado Dioceses may intervene to protect their interests in keeping the Files from public disclosure.
- D. This Agreement shall be considered and treated as available to the public, upon request, as a public document, under CORA.

V. General Terms

- A. This Agreement is the result of a compromise between the Colorado Dioceses and the Attorney General and State of Colorado, and nothing in this Agreement is intended as an admission of fact, liability, or fault, and shall not be construed as such by the Parties or a court of law.
- B. This Agreement constitutes the complete and final agreement between the Parties pertaining to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, and understandings of the Parties, whether oral or written, are hereby superseded and incorporated herein. This Agreement may be modified only by a written amendment signed by all the Parties.
- C. This Agreement shall be construed and interpreted under the laws of the State of Colorado. This Agreement is not to be construed or interpreted for or against any party on the grounds of sole or primary authorship or draftsmanship. The Parties represent that they have had the opportunity to consult with competent legal counsel of their own choosing before signing this Agreement, have carefully read the Agreement, have read,

- understand, and been fully and fairly advised as to the Agreement's terms, and have knowingly and voluntarily agreed to those terms.
- D. Any legal action relating to this Agreement shall be brought exclusively in the state courts of Colorado.
- E. If any provision of this Agreement is, to any extent, found to be invalid or unenforceable, the remainder of the Agreement will not be affected by the invalidity or unenforceability.
- F. Any party may terminate this Agreement at any time by providing written notice to the other Parties. Written notice shall include e-mail notification to the Parties and counsel identified below. Termination will be effective 21 business days following the written notice. If any Party gives written notice of termination, the Parties shall make reasonable effort to meet and confer prior to the effective date of termination. Written notice shall be provided to the Parties as follows:

To the Attorney General:

Phil Weiser, Colorado Attorney General Office of the Attorney General Colorado Department of Law Ralph L. Carr Judicial Building 1300 Broadway, 10th Floor Denver, CO 80203 Email: [Email address]

To the Special Master:

Robert Troyer

Email: @gmail.com

To the Archdiocese of Denver:

Scott Browning, Esq. Lewis Roca Rothgerber Christie LLP 1200 17th St., #3000 Denver, CO 80202

Email: sbrowning@Irrc.com

To the Diocese of Colorado Springs:

Scott Browning, Esq.
Lewis Roca Rothgerber Christie LLP
1200 17th St., #3000
Denver, CO 80202
Email: sbrowning@Irrc.com

To the Diocese of Pueblo:

L. Martin Nussbaum, Esq.
Nussbaum Speir
90 S. Cascade Ave., Suite 400
Colorado Springs, CO 80903
Email: martin@nussbaumspeir.com

- G. Each of the Parties expressly represents and warrants that the persons signing below are authorized to execute this Agreement on their behalf.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original. A facsimile or email signature shall have the same force and effect as an original signature.

COLORADO ATTORNEY GENERAL

ARCHDIOCESE OF DENVER

Phil Weiser, Colorado Attorney General Office of the Attorney General Colorado Department of Law Ralph L. Carr Judicial Building 1300 Broadway, 10th Floor Denver, CO 80203 [Email Address] Most Rev. Samuel J. Aquila, Archbishop of Denver Archdiocese of Denver St. John Paul II Center for the New Evangelization 1300 S. Steele St. Denver, CO 80210

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DIOCESE OF PUEBLO

Most Rev. Stephen J. Berg, Bishop of Pueblo Diocese of Pueblo 101 North Greenwood Street Pueblo, CO 81003 @dioceseofpueblo.org

COLORADO ATTORNEY GENERAL

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