

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on this ____ day of _____, 200__, by, between, and among Joan Moran and Mary Chichester (together, the “plaintiffs”) and the Grand Aerie of the Fraternal Order of Eagles (the “Grand Aerie”).

WHEREAS plaintiffs filed a lawsuit (the “Action”) against the Grand Aerie in the Superior Court of Plymouth County, Massachusetts, Civil Action No. 03-0243, alleging discrimination on the basis of sex;

WHEREAS the Grand Aerie denies plaintiffs’ allegations of discrimination;

WHEREAS the parties wish to resolve all claims, disputes and differences among them, including all claims asserted or which could have been asserted against the Grand Aerie in the Action;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, together with other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. SETTLEMENT TERMS. The Grand Aerie agrees that it shall not exclude women in the Commonwealth of Massachusetts from full and equal membership in the Fraternal

Order of Eagles on the basis of their sex. The Grand Aerie further agrees to admit as full and equal members of the Fraternal Order of Eagles any and all qualified women who are accepted as members in any aerie in the Commonwealth of Massachusetts. The Grand Aerie further agrees to provide notice, as detailed below in Paragraph 2, that women in the Commonwealth of Massachusetts shall no longer be excluded as full and equal members of the Fraternal Order of Eagles on the basis of their sex. The Grand Aerie further agrees to pay directly to plaintiffs' attorneys the sum of \$83,824.20 for attorneys' fees and expenses incurred in the Action on behalf of the plaintiffs.

In consideration of the above, the plaintiffs agree to release their claims against the Grand Aerie as set forth below in Paragraph 4.

2. NOTICE. Upon the filing of a stipulation dismissing with prejudice all claims brought in the Action, the Grand Aerie shall make all reasonable efforts to notify local and state aeries in the Commonwealth of Massachusetts that women shall no longer be excluded from the Fraternal Order of Eagles on the basis of their sex, and the requirement in Statute 70.2 that members must be male no longer applies in the Commonwealth of Massachusetts. Notice shall, at a minimum, be sent by letter to the state and local aeries throughout the Commonwealth of Massachusetts.

3. PAYMENT. Upon the filing of a stipulation dismissing with prejudice all claims brought in the Action, the Grand Aerie shall cause a check in the amount of \$83,824.20, made payable to Ellis & Rapacki LLP, to be delivered to Edward Rapacki, Ellis & Rapacki LLP, 85 Merrimac Street, Suite 500, Boston, MA 02114.

4. GENERAL RELEASE. In consideration of the terms of this Agreement, and for other good and valuable consideration, Joan Moran and Mary Chichester, for themselves and for

their respective past, present and future agents, attorneys, representatives, servants, and the successors, predecessors, heirs and assigns of each of them, hereby forever release, acquit, and discharge, the Grand Aerie and each of its past, present and future directors, officers, agents, attorneys, employees, representatives, servants and insurers, and the successors, predecessors, heirs and assigns of each of them, from any and all of plaintiffs' claims, demands, obligations, suits, judgments, actions, causes of action, rights, damages, and costs, in law, equity or otherwise, whether known or unknown from the beginning of time to the date of this Agreement. Without limiting the foregoing, this Release applies to any of plaintiffs' claims against the Grand Aerie that in any way arise out of or relate to a) the plaintiffs' membership or application for membership in the Fraternal Order of Eagles or the Lakeville Aerie No. 3994, or b) the events that are or were the subject of the Action or that in any way arose or arise out of any occurrence, act or omission that is, was or could have been alleged in the Action.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Each party represents and warrants that no portion of any claim, right, action or cause of action against any of the released parties that each party has or might have arising out of the events, acts or omissions described in the pleadings in the Action have been assigned or transferred by or for them or any of them in any manner, including by way of subrogation or operation of law.

5.2. Each party has received independent legal advice from the party's attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.

5.3. No party relies or has relied on any statement, representation, omission, inducement or promise of any other party (or of any officer, agent, employee, representative or

attorney for any other party) in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

5.4. Each party to this Agreement has investigated the facts pertaining to this settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary.

5.5. Each party has carefully read and reviewed with the party's respective attorneys, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement upon the advice of the party's attorneys.

5.6. Each term of this Agreement is contractual and not merely a recital.

6. ADDITIONAL TERMS.

6.1. The rights and obligations of the parties to this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

6.2. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the parties hereto.

6.3. This agreement is binding upon, and shall inure to the benefit of, the plaintiffs and their past, present and future agents, attorneys, representatives, servants, and the successors, predecessors, heirs and assigns of each of them, and the Grand Aerie and its past, present and future directors, officers, agents, attorneys, employees, representatives, servants and insurers, and the successors, predecessors, heirs and assigns of each of them.

6.4. Each party has cooperated in, and in any construction to be made of this

agreement shall be deemed to have cooperated in, the drafting and preparation of this Agreement.

6.5. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall constitute one Agreement, binding on the parties, notwithstanding that all the parties may not have signed the original or the same counterpart.

Signed under seal by the respective parties with an effective date of

_____,

200__, but actually signed on different days.

JOAN MORAN

GRAND AERIE OF THE FRATERNAL.
ORDER OF EAGLES

By: _____

MARY CHICHESTER
