

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this 15 day of January, 2018 by and between the State of Delaware ("State"), on the one hand, and Laurel Congregation of Jehovah's Witnesses ("Congregation") [identified as Laurel Delaware Congregation of Jehovah's Witnesses in the Superior Court Complaint], Joel Mulchansingh ("Mulchansingh"), and William Perkins ("Perkins") on the other hand (all of the above collectively referred to as "the Parties").

WHEREAS, the State is represented by the Delaware Department of Justice;

WHEREAS, Defendants are represented by James E. Liguori, Esquire;

WHEREAS, the Congregation is located at 28059 Seaford Road, Laurel, DE 19956;

WHEREAS, Joel Mulchansingh was an elder in the Congregation in January 2013, but is no longer a member of the Congregation;

WHEREAS, William Perkins is an elder in the Congregation and was one in January 2013;

WHEREAS, on May 13, 2014, the State filed an enforcement action under 16 *Del. C.* § 914 in the Superior Court of the State of Delaware in and for New Castle County against the Congregation, Mulchansingh and Perkins (collectively, the "Defendants") captioned *State of Delaware v. Laurel Delaware Congregation of Jehovah's Witnesses, Joel Mulchansingh and William Perkins*, C.A. No. N14MC-05-122 MMJ (the "Civil Action");

WHEREAS, in the Civil Action, State alleges that Defendants violated 16 *Del. C.* §§ 903 and 904, and 14 *Del. C.* § 4123(b);

WHEREAS, the Parties have agreed to amicably resolve all disputes between State and the Defendants and terminate the Civil Action;

WHEREAS, this Agreement is made without any admission of liability or guilt by any party;

WHEREAS, this Agreement is made solely for the purpose of avoiding the time and expense of further protracted litigation;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties hereto, intending to be legally bound, hereby agree as follows:

**A. TERMS OF SETTLEMENT:**

1. **Settlement Amount.** Within 30 days of the effective date of this Agreement, Defendants shall pay to State the sum of \$19,500.00. Such funds shall be made payable to the Delaware Department of Justice and delivered c/o Janice Rowe Tigani, Deputy Attorney General at 820 N. French Street, 5<sup>th</sup> Floor Wilmington, DE 19801.

2. **Training.** The elders of the Congregation agree to participate in the *Stewards of Children* training program. This training will be provided by the State of Delaware Department of Justice on the Congregation's premises on one occasion at a mutually agreed upon date and time within three (3) months from the date of this Agreement. The Congregation will pay the cost of \$10.00 per person to cover the cost of the workbook.

3. **Affidavit.** Concurrent with the signing of this Agreement, Perkins will execute an affidavit, agreed upon by the Parties in the form attached hereto, acknowledging the Congregation's understanding and agreement that:

(a) communications involving allegations or acts of abuse with individuals, other than adult confessants seeking spiritual counseling, guidance or forgiveness, will not be considered "penitential confessions" under 16 *Del. C.* §909 by the Congregation or any of its elders, and will be reported to the appropriate authorities as required by 16 *Del. C.* §§903 and 904; and

(b) communications with minor congregants involving allegations or acts of abuse will not be considered "penitential confessions" for the purposes of 16 *Del. C.* §909 by the congregation or its elders, and will be reported to the appropriate authorities as is required by 16 *Del. C.* §§903 and 904; and

(c) elders and the Congregation will comply with the law in accordance with subparagraphs (a) and (b) above; and

(d) a copy of the signed and notarized Affidavit, with the Defendants' names redacted, will be provided by Defendants' counsel to all Congregations within the State of Delaware, together with the documents identified in paragraph 5 of the Affidavit.

4. **Dismissal of the Civil Action.** Within 3 business days of receipt of the Settlement Amount set forth in paragraph 1 above, the State shall dismiss the Civil Action with prejudice.

5. **Release of All Claims.** The Parties hereby release and fully discharge each other, and the Parties' representatives, predecessors, successors, proprietors, assigns, attorneys, affiliates, officers, directors, shareholders, agents and employees, from any and all claims, damages, actions, suits, debts, accounts, bonds, judgments, demands and causes of action of any kind whatsoever, in law or in equity, that the Parties now have or may have had from the beginning of the world through and including the effective date of this Agreement, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or claimed to exist, including but not limited to, those matters relating to, arising out of, related in any way to, or which could have been asserted in, the Civil Action.

**B. ENFORCEABILITY:**

This is a legally binding agreement governed by the laws of the State of Delaware. Any actions arising out of or relating to this Agreement shall be brought in any Court of competent

jurisdiction in Delaware.

**C. GENERAL CONTRACT PROVISIONS:**

1. Entire Agreement. This Agreement contains the entire agreement between the Parties. Prior written or oral and/or subsequent oral understandings or representations made after the effective date of this Agreement shall not be binding upon either party, except to the extent made in writing pursuant to paragraph 2 of these General Contract Provisions.

2. Changes to Agreement. Any alteration, change, addition or elimination of terms of this agreement shall be in writing, dated and signed by both parties. Such changes shall specifically state the parties' intent to amend the Agreement.

3. Notices. Any notice provided for within or concerning this Agreement shall be in writing and shall be deemed delivered when delivered in person to an authorized party representative, by confirmed facsimile, or if mailed, by certified or other receipted mail at the time and/or date confirmed by receipt. If any contact information changes, the parties agree to provide notice within two weeks of any change. Notices should be sent to the following addresses:

State of Delaware Department of Justice  
c/o Janice Rowe Tigani, Esquire  
Carvel State Office Building  
820 N. French Street, 5th Floor  
Wilmington, DE 19801

*and*

Laurel Congregation of Jehovah's Witnesses  
28059 Seaford Road  
Laurel, DE 19956

*Copy to:*

James E. Liguori, Esquire  
Liguori & Morris  
46 The Green  
Dover, DE 19901

4. **Titles Non-Substantive.** The titles to the Agreement and paragraphs herein are solely for the convenience of the parties and shall not be used to modify, simplify or aid in the interpretation of the provisions of this Agreement.

5. **Waiver of Breach.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

6. **Severability.** If any part of this Agreement is construed to be unenforceable, the remaining parts shall remain in full force and effect, to the greatest extent possible, as though any unenforceable part were not written into this Agreement.

7. **Voluntary.** Both parties warrant and represent that they have personally and fully investigated to their satisfaction, all facts surrounding the various claims, controversies and disputes, relating to this Agreement, and are fully satisfied with the terms and effects of this Agreement, and that they sign the same as their own knowing and voluntary act and deed and with full authority to do so.

8. **Term of Agreement.** The terms of this Agreement are binding until both parties agree to terminate in writing.

9. **Disclaimer of Third Party Beneficiaries.** No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any other civil, criminal, or administrative action, and accordingly, no person or entity other than the Parties, may assert any claim or right as a beneficiary or protected class under this Agreement in any separate action. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the State or their officials, employees, or agents.

**D. EFFECTIVE DATE:**

This agreement will be effective from the date it is signed by all parties and will continue until the parties agree otherwise in writing. The parties agree to sign and execute this agreement without undue delay.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, State of Delaware, Laurel Congregation of Jehovah's Witnesses, Joel Mulchansingh, and William Perkins have executed this Agreement as of the day and year set forth above.

**LAUREL CONGREGATION OF JEHOVAH'S WITNESSES  
AND WILLIAM PERKINS:**

By:



Date:

1-15-18

William Perkins  
*Individually and on Behalf of the Laurel  
Congregation of Jehovah's Witnesses*

**JOEL MULCHANSINGH:**

By:



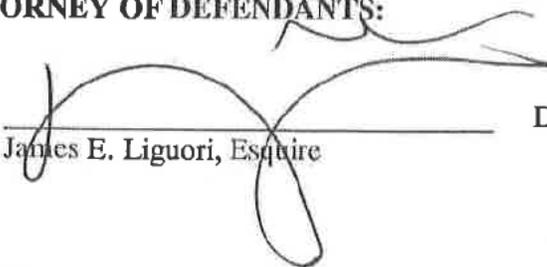
Date:

1-15-18

Joel Mulchansingh  
*Individually*

**ATTORNEY OF DEFENDANTS:**

By:



Date:

1/15/18

James E. Liguori, Esquire

**STATE OF DELAWARE:**

By:

  
Janice Rowe Tigani, Esquire  
*Deputy Attorney General*

Date:

1/18/2018

**SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY**

STATE OF DELAWARE,

C.A. No. N14MC-05-122 MMJ

Plaintiff,

v.

LAUREL DELAWARE CONGREGATION  
OF JEHOVAH'S WITNESSES, JOEL  
MULCHANSINGH and WILLIAM PERKINS,

**AFFIDAVIT**

Defendants.

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STATE OF DELAWARE     )  
  ) ss  
COUNTY OF                    )

WILLIAM PERKINS, being duly sworn, deposes and says:

1. I am over the age of eighteen (18).
2. I am the coordinator of the body of elders of the Laurel Congregation of Jehovah's Witnesses ("Congregation"), incorrectly sued as Laurel Delaware Congregation of Jehovah's Witnesses.
3. After consultation with the entire body of elders, I have been authorized to provide this Affidavit on behalf of the Congregation and its body of elders.
4. The Congregation agrees that from this time forward:
  - (a) communications involving allegations or acts of abuse with individuals, other than adult confessants seeking spiritual counseling, guidance or forgiveness, will not be considered "penitential confessions", under 16 Del. C., §909 by the Congregation or any of its

elders, and will be reported to the appropriate authorities as required by 16 *Del. C.* §§903 and 904; and

(b) communications with minor congregants involving allegations or acts of abuse will not be considered “penitential confessions” for the purposes of 16 *Del. C.* §909 by the congregation or its elders, and will be reported to the appropriate authorities as is required by 16 *Del. C.* §§903 and 904.

(c) elders and the Congregation will comply with the law in accordance with subparagraphs (a) and (b) above; and

(d) a copy of the signed and notarized Affidavit, with the Defendants’ names redacted, will be provided by Defendants’ counsel to all Congregations within the State of Delaware, together with the documents identified in paragraph 5 of the Affidavit.

5. Upon the execution of the settlement agreement in relation to the above-captioned action, James Liguori, Esq. (attorney for the Defendants), will forward courtesy copies of this Affidavit and the following documents to the bodies of elders of all congregations of Jehovah’s Witnesses within the State of Delaware:

(a) A copy of “Mandatory Reporting” memorandum and list of “Delaware Community Resources” provided by the Office of the Attorney General of the State of Delaware, which includes Sections 903, 904, 908, and 914 of Title 16 of the Delaware Code.

(b) A copy of Section 909 of Title 16 of the Delaware Code.

[Redacted Signature]

WILLIAM PERKINS

Sworn to before me this

15th day of January, 2018

[Signature]  
Notary Public

