

## Settlement

On May 10, 2005, I signed a settlement agreement to end a lawsuit that claimed I was responsible for malicious defamation, copyright infringement and business interference for material I posted on websites I had maintained about the exclusive brethren. The settlement statement is available from this page - see the link at the end.

Some things to know about the settlement:

- All contributors to my sites at <http://www.cloudnet.com/~dwyman/pb.html> or <http://www.exclusivebrethren.net> are released from any claims that might be brought against them for materials I posted on their behalf. If you posted something on one of my websites, you can be assured that no one will bring a lawsuit against you for those postings.
- The plaintiffs agree to *indemnify* me for any claims that might arise in the future about material posted on my sites. This means that if anyone feels that the settlement is inadequate and they wish to bring suit against me, the plaintiffs will respond to the suit on my behalf.
- All materials provided to the plaintiffs in response to their discovery demands are covered by a court order. If any of these materials are shared with anyone at any time in the future, the plaintiffs will be held in contempt of U.S. Federal Court. I was required to provide a number of email messages to the plaintiffs. All of these messages have been returned to me. If you would like to know whether any message you sent to me or received from me was produced for the plaintiffs, please write to me.
- The plaintiffs agree that I am not guilty of any wrongdoing and that the settlement statement **shall not be interpreted to constitute an admission of liability or an admission against the interest of either the Brethren or Wyman**. Keep this in mind when reading the discussion of the settlement posted at [www.exclusivebrethren.net](http://www.exclusivebrethren.net).
- I agreed to transfer the rights to the domain name exclusivebrethren.net. The domain had been dormant since the lawsuit filing. I am not responsible for anything posted on that site and have no connection with it.
- I asserted that I have had nothing to do with [www.peebs.net](http://www.peebs.net). As a matter of fact, I have not visited the peebs.net website for well over a year. I am not connected with that site and have no interest in it.
- I agreed to accept [a token payment](#) from the brethren as part of the settlement.
- All of the documents filed with the court, including subpoenas, pleadings and findings, are in the public domain. It is my understanding that these documents can be viewed by the public upon payment of a nominal per-page charge.

If you have questions about the settlement, you can write to me at the same email address you used previously.

You can read the full text of the settlement at

<http://www.cloudnet.com/~dwyman/SignedSettlementAgreement.pdf>.

Thus ends my role in raising consciousness about the brethren and in linking former brethren.

--Dick Wyman  
5 August 2005

# MURNANE CONLIN WHITE & BRANDT

Professional Association

444 Cedar Street, Suite 1800  
Saint Paul, Minnesota 55101

## PERSONAL AND CONFIDENTIAL

Telephone (651) 227-9411

Facsimile (651) 223-5199

To: Dick Wyman

Fax No.: 800-915-3681

From: Chris Angell

Date: June 2, 2005

Re: Brethren, et al. v. Wyman  
Our File: 53477

NUMBER OF PAGES (including this page):

Original  WILL  WILL NOT be mailed.

If you do not receive all pages of this transmission, please call Chris Angell.

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Message:

Per your request, please find attached a complete copy of the fully executed settlement agreement and mutual release.

CONFIDENTIALITY NOTICE: The document(s) accompanying this fax contain(s) confidential information which is legally privileged. The information is intended only for the use of the intended recipient named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of faxed information is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone to arrange for return of the original documents to us.

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into by and between plaintiffs Bible & Gospel Trust and The Brethren, an unincorporated association (hereinafter collectively referenced as "the Brethren") and defendant Richard K. Wyman (hereinafter referenced as "Wyman").

**WHEREAS**, the Brethren commenced a lawsuit against Wyman in the United States District Court for the District of Minnesota (Court File #04-CV-0700, hereinafter referenced as the "Lawsuit"); and

**WHEREAS**, Wyman has denied all of the Brethren's claims and allegations and believes that he has meritorious and complete defenses to such claims and allegations; and

**WHEREAS**, the Brethren and Wyman wish to avoid the expense of continued litigation by settling all of the Brethren's claims, pursuant to the terms and conditions contained in this Agreement and any other documents utilized by the parties to effectuate their intentions in this regard.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Brethren and Wyman hereby stipulate and agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated herein and become part of this Agreement.
2. **RELEASE OF ALL CLAIMS.** The Brethren, through their designated representatives, and their agents, trustees, members, employees, successors, and assigns, release Wyman and the contributors to the websites described in Paragraph 11.a herein, from any and all claims, demands, causes of action, liability, liens, damage, loss, cost and expense which the Brethren now have or in the future may claim to have, known or unknown, anticipated or unanticipated, fixed or contingent, by reason of



9. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, including telecopy counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document.
10. COURT APPROVAL. The parties agree that they will seek approval of this Agreement before Magistrate Judge Jonathan G. Lebedoff or Judge Michael J. Davis and that the Agreement shall not be final until such approval occurs.
11. ACKNOWLEDGMENTS.
- a. Acknowledgments by Wyman. In exchange for the release of all claims and other valuable consideration given by the Brethren, Wyman agrees to the following:
1. Wyman accepts responsibility for the establishment of websites known as [www.exclusivebrethren.net](http://www.exclusivebrethren.net) or [www.cloudnet.com/~dwyman/pb.html](http://www.cloudnet.com/~dwyman/pb.html) (hereinafter referenced as "the Websites") and the contents thereof, including contents submitted by others;
  2. Wyman acknowledges that several statements posted on the Websites were capable of being construed as defamatory;
  3. Wyman understands that others may have relied on his Websites and their postings to publish comments about the Brethren;
  4. Wyman confirms that he has not authorized the republication of any content which he authored to [www.peebs.net](http://www.peebs.net); and
  5. Wyman acknowledges that the statements referenced above may have caused pain, distress and offense to the Brethren and this he regrets.
- b. Acknowledgments by the Brethren.
1. The Brethren acknowledge that its actions may have caused pain, distress and offense to Wyman and members of his family and this it regrets;
  2. The Brethren agree to encourage Wyman's mother in writing to meet with him and will not interfere with or monitor any contact between them.

JGH  
LBR  
CTD

12. CONSIDERATION.

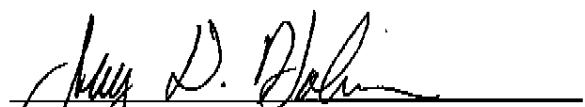
- a. Wyman's Right to Publication. Wyman agrees that he shall not exercise his right to publish in books, magazines or media (including radio, television and newspapers) (hereinafter referenced as "the Media") on the subject of the Brethren. If any inquiry is made by the Media on the subject of the Brethren, Wyman shall respond "No comment."
- b. Transfer of the Websites to the Brethren. In exchange for the promises and other valuable consideration given by the Brethren, Wyman agrees to transfer his interest in any website regarding the Brethren, including the address [www.exclusivebrethren.net](http://www.exclusivebrethren.net) and the content included in or hosted at the Websites referenced above, to the extent that Wyman has the right to transfer them to the Brethren.
- c. Payment by the Brethren to Wyman. In exchange for the promises and other valuable consideration given by Wyman, the Brethren agree to make a payment to Wyman in the amount of Ten Thousand and No/100 Dollars in United States currency (\$10,000.00 USD) by check or checks made payable to "Richard K. Wyman." This payment will be paid no more than thirty days after the approval of this Agreement by the Court as provided in Paragraph 10.

13. CONFIDENTIALITY.


- a.. The parties agree to be bound by Paragraph 19 of the Protective Order issued by Magistrate Judge Lebedoff on February 2, 2005 (hereinafter referenced as "the Protective Order"). Accordingly, all documents designated confidential by the parties shall be returned to the parties who produced them and will remain confidential and will be stored and maintained in such a fashion as to ensure such confidentiality; and will not be produced, provided, summarized, extracted or described in any manner whatsoever to any person or entity not herein expressly described without the prior written consent of the parties, or upon order of a court of competent jurisdiction;
- b. The parties agree that, in the event the Brethren or Wyman are served with a subpoena, court order or other document which would compel disclosure of any materials produced, reviewed or otherwise subject to the Protective Order, the parties will immediately notify each other directly, through the undersigned, and will forward a copy of said subpoena or other document to them within a reasonable time of its receipt.

14. RETENTION OF LEGAL AND EQUITABLE REMEDIES. Each party retains all of the legal and equitable remedies which each has for breach of this Agreement.

On behalf of the Plaintiffs, Bible & Gospel Trust and The Brethren, an Unincorporated Association

  
Jerry D. Holman

Date: MAY 10, 2005


  
Walter S. Paterson

Date: May 10, 2005

  
~~Richard K. Wyman~~ Chuck TRUMAN

Date: MAY 10, 2005

On behalf of the Defendant, Richard K. Wyman

  
Richard K. Wyman

Date: 5-10-2005

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