

ARCHDIOCESE OF MILWAUKEE

3501 S. Lake Drive • P.O. Box 07912 • Milwaukee, WI 53207-0912 • (414) 769-3300

The Chancery
(414) 769-3340

To: Archbishop Weakland
From: Barbara Anne Cusack *BA*
Re: Status of canonical procedures for accused priests
Date: July 22, 1994

I have received a letter from Dan Ward attempting to update us on the priests for whom he is serving as canonical advocate. Dan stated in his letter: "I cannot give you an update on most of the priests whom I am representing. I am not sure that they want to continue the process." In response to the letter, I phoned Dan to get more clarification on the meaning of this statement. In case you have not heard anything directly, it may be helpful for you also to know the status of these cases.

The only priest who is indicating a willingness to proceed with a voluntary laicization process is Peter Burns. Dan indicated that he and Matt are working on this case and suggested that it not be delayed. Dan's inquiry of us is in regard to the amount available for Peter from his pension fund. Wayne is researching that point for us and I will communicate it immediately to Dan when I receive it.

As for the other priests:

- 1) Jim Arimond: indicates that he wants either
 - a) to be appointed Director of Bethany House and continue working with the St. Michael Priests' Fund OR
 - b) simply continue with the present status quo (i.e., "unassigned" with salary and housing being provided) OR
 - c) to be classified as "disabled" and receive an early retirement with pension benefits.

- 2) John Wagner: indicates that he wants either
 - a) to continue with the status quo (all of his benefits to continue) OR
 - b) to be classified as "disabled" and receive an early retirement with pension benefits.

(In both of these cases, Wayne will be exploring the statutes of the pension plan to ascertain whether or not this disability is an option. From our perspective, if they are applying for a "disability" we may be able to proceed more clearly with a declaration that they are impeded from the exercise of orders. If by their own admission they are disabled for purposes of ministry, then they should not be able to mount a defense against a canonical declaration of that fact. Hence, they would be

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'PHILIPPIANS 3:16

Ex. 52

ADOM055723

retired, not able to exercise any ministry functions, and no longer receiving salary, housing, benefits from the diocese. As for their request to maintain the "status quo" I discussed with Dan the fact that the diocese is going far beyond its canonical responsibility to "provide support" by continuing them on salary, providing various benefits, housing, etc. If they are unwilling to proceed with the previously arranged negotiations for their voluntary laicization, we may need to discuss a reduction in current financial arrangements. All that is required from us is to provide room and board, health insurance, and other basic necessities. There is no obligation to continue paying salaries.)

- 3) Jim Beck has not responded to Dan's inquiries so he has contacted him again regarding his intentions.
- 4) Ron Bandle: It is Dan's understanding that we will be seeking some kind of assignment for Ron and so he sees his advocate relationship with Ron as terminated.
- 5) Michael Neuberger: Neither Dan nor I are clear on where we stand with this case. It appears that Mike is still pastor of St. Catherine Parish but is on a temporary leave to handle his legal matters. Are any other steps, immediate or anticipated, that we will be taking with Mike?

I hope this information is helpful to you. Do you anticipate that any of us need to meet discuss how we will be proceeding on these cases? It is also not clear where we are canonically with Joe Collova. I had a note on my desk to remind me to discuss with Jim Jarumbo where Joe is on his original plan to apply for laicization but with the death of Mrs. Collova, I have held off on that contact.

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To: Archbishop Weakland
From: Barbara Anne Cusack *BAC*
Re: Canonical action in abuse cases
Date: August 27, 1994

In our "intervention team" meeting on August 19 you mentioned that you felt that there were some problems in how the priests' advocate, Father Dan Ward, was handling their cases. Perhaps my memos of July 22, 1994 updating you on the status of cases and of July 26, 1994 on the effects of the derogations were not clear enough.

In my phone conversation with Dan Ward I stated our concern that these cases seemed to be going nowhere and pointed out that the derogations of the law may have some effect on some of his clients. It is my impression that Dan is trying to move these priests ahead with the laicization process but believes that they have no incentive to do so. If we look at some of their statements that they "want to live with the status quo," we get some indication of this lack of incentive.

In our attempt to be "pastoral" and not seem too harsh, we may have set up a system whereby they have no reason to effect any changes. They are being provided with salaries, we have eased the burden of their civil litigation by providing legal counsel, we have not attempted to make them pay restitution for the costs to the diocese (either for counseling costs for victims or for legal settlements or judgements against us). In a way (horrific as their situations may be) they can remain quite comfortable just as they are.

In the recent meeting at Mundelein of diocesan representatives working on these cases, the issue of what was being provided to perpetrators was raised. We are much more generous by far than many dioceses. Chicago, for example, provides \$700 a month. Other dioceses provide "a roof over the head and meals on the table" in a prescribed residence. Some dioceses have a monthly deduction from the priests' support to reimburse the diocese for costs encountered because of their actions.

Perhaps we need to consider several issues:

- 1) Do we intend to proceed with penal action in any of the cases to which it would apply?
- 2) If so, we need to inform Dan Ward of that fact so that he can communicate with his clients. (Again, I do not know if the derogations affect the Collova case or if we would need to advise Jim Jarumbo of this same fact.)
- 3) If not (and in cases where penal action cannot apply), should we move ahead with the next step in declaring them impeded from the exercise of orders? If nothing else, simply to "get their attention" that we are serious about these situations.

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PHILIPPIANS 3:16

Ex. 53

ADOM055725

4) Do we need to make some decisions about reducing the level of compensation being provided and reduce it to "support", namely room and board?

It remains my opinion that Dan Ward is trying to be realistic in his approach and, while conscientious about the rights of his clients, is not "out to get" the diocese. He has given indications all along the way that we need to look at what we are doing and make sure that we are not undermining our true goals.

I realize that many of these issues are difficult to resolve especially with the vacancy in the Vicar for Clergy office. We really do not want to delay much longer on any of this, however. If it would be helpful to you, I would be happy to convene a group to discuss these issues with you or would be willing to provide more information or documentation.

ADOM055726

ARCHDIOCESE OF MILWAUKEE

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The Chancery
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To: Archbishop Weakland
From: Barbara Anne Cusack
Re: 1917 Code on grant of faculties to religious by bishop
Date: September 17, 1994

As you requested I have reviewed the 1917 Code regarding the relationship between religious and the diocesan bishop especially with regard to the issuance of faculties.

Under the 1917 Code priests were required to have faculties in order to preach or hear confessions. In some instances these faculties were ordinary, i.e., attached to the office the priest held, such as pastor; in all other cases, they were delegated by the competent ecclesiastical authority. When a priest was appointed pastor, he received with that office the power to preach and hear confessions of his own subjects. Priests who did not hold the office of pastor (or another office to which the power was attached) were required to receive delegated faculties to preach or hear confessions.

With regard to preaching, the local ordinary alone was competent to delegate this faculty in his territory to priests, whether diocesan or nonexempt religious. Superiors of exempt religious orders could grant the faculty to preach to diocesan or religious priests but only when the audience was their own exempt religious. For exempt religious to preach to others, again the local ordinary alone had the authority to grant the faculty. A local ordinary, however, could not, without serious reason, refuse to issue this faculty to a religious priest who was presented by the proper religious superior nor could the local ordinary, without serious cause, take away this faculty once granted to a religious. Religious who had been delegated the preaching faculty by the local ordinary were not to exercise it without the permission of their own superior.

Similarly, the local ordinary of the place in which confessions were to be heard was the competent authority to grant the faculty for confessors, both diocesan and religious, who did not have the faculty by reason of office or who needed to exercise it beyond the limits of their office. Religious priests were not to exercise this faculty, however, without at least the presumed permission of their religious superior. A local ordinary was not to grant the habitual faculty for confession to religious unless they were presented by their own religious superior. Likewise, without serious reason, the local ordinary was not to refuse this faculty to religious who were presented by their superior. Superiors of exempt religious communities also had the authority to grant confessional faculties to priests, religious or diocesan, but only for the purpose of hearing confessions of those religious subject to them.

I hope this is the clarification you were looking for. Because of its relevance to pending cases, would you like me to send a copy of this memo to Matt Flynn as well?

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HILIPPIANS 3:16

Ex. 54
ADOM055716

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Within the Archdiocese of Milwaukee the following parishes have been entrusted to the care of the Capuchin Fathers:

St. Benedict the Moor, Milwaukee
St. Francis of Assisi, Milwaukee

Additionally, Capuchin priests staff the following parishes:

St. Elizabeth, Milwaukee
Holy Cross, Mount Calvary
St. Cloud, St. Cloud
St. Joseph, St. Joe

In the case of those parishes entrusted to religious, their major superior exercises more control over the naming of pastoral personnel. In the cases of parishes, staffed by religious it is the religious superior who presents the member's name to the bishop and it is the bishop who assigns the office to him.

Canons 520 and 678-683 of the Code of Canon Law especially treat of the relationship between the diocesan bishop and religious in his diocese.

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ADOM055717

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General correspondence between a religious superior, e.g., Father Kenneth Reinhart, OFM, Cap., and Archbishop Weakland will include matters not related to parish personnel or staffing. Such matters as reporting on fundraising in the diocese, general community matters that would be of interest to a bishop, etc. will constitute such correspondence. Correspondence of this type is not included in these materials.

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PHILIPPIANS 3:16

ADOM055718

MONITORING PROGRAM FOR PRIESTS
MILWAUKEE ARCHDIOCESE

April 1996

Preamble

As part of an individualized plan of supervision, there will be a program of monitoring which will account for the whereabouts and activities of the specified person. The nature of the individual's sexual or behavioral problems which are before the Archdiocese will determine the exact nature of ministry, the kinds of pastoral activities, and the specifics of monitoring.

Bishop's Role

1. Approve the priest for the Monitoring Program.
2. Approve guidelines for monitoring.
3. Follow the priests' progress through the reporting process and authorize any progression toward ministry.

Suggested Process

1. The Archbishop, the Bishop, together with the Vicar for Clergy identify the priest who will be considered for the Monitoring Program. At the request of the Archbishop, the Vicar of Clergy defines and clarifies any restriction necessary before the restoration of faculties.
2. After the priest is identified for the program and the restrictions designated, the conditions for monitoring would be established. The priest's attending psychologist would be informed of the restrictions. The conditions would be decided by the individuals who confidentially discern matters of this nature for the archdiocese (Monitoring team). The conditions for monitoring will be developed in writing and signed by the priest and his therapist. The date when the Monitoring Process concludes will be set at the Archbishop's discretion.
3. Two (2) persons on-site approved by the Monitoring Team would routinely be interviewed by the monitor, Tom McGuine, either in person or by phone. Tom McGuine then completes a form regarding the priest's performance. It should be noted that the on-site people be trained in observation and instructed as to what they need to be looking for.
4. The priest would meet with the Monitor from the Archdiocese once a month. The emphasis of the program has to be on growth and self-control. All plans should include the exploration of the sexual issues with the individual on a regular basis.

Ex. 55

ADOM056271

Monitor's Role

1. Contact the on-site evaluators at the location of the priest and routinely conduct the interviews with them..
2. Meet with the priest regularly according to the Monitoring Plan and require a self-evaluation from the priest.
3. Review the priest's own self-evaluation which would list his progress in the program. Areas that would be commented on would be those in his Monitoring Plan.
4. Maintain reports of all interviews made concerning the priest and make available to the Vicar, on a regular basis, a written summary on each priest in the program. The Vicar will share the content of summary reports with the Archbishop and Bishop.
5. Maintain a confidential file of the priest's progress.
6. Complete a monthly executive report to the Vicar for Clergy on the status of those being monitored.

TO: Fr. Carrol Straub


ARCHDIOCESE OF MILWAUKEE
OFFICE OF AUXILIARY BISHOP

Letter & Enclosure also to:

Dr. Leonard Sperry
Dr. Lynn Vice
Dr. Charles Lodl
Mr. Tom McGuine

August 9, 1996

AUG 12 1996

Dr. [REDACTED]
Milwaukee Psychiatric Hospital
1220 Dewey Avenue
Milwaukee, Wisconsin 53213

Dear Dr. [REDACTED]:

When we gathered on March 7, 1996 I was deeply appreciative for your willingness to share your experience and wisdom with the Archdiocese as we attempted to create and refine a Support/Monitoring System which might establish a suitable framework for return to ministry of those individual priests whose profile recommended such a course of action. Not only were your own comments helpful, but the dialogue which occurred among individual professionals present enabled us to see the possibilities and the limitations of such a move.

I concluded the meeting with an expression of appreciation for your graciousness in traveling to Cousins Center, and an invitation to submit a professional bill if you so chose, and the promise to provide some sort of follow up report.

Throughout the weeks subsequent to our meeting we continued to refine our initial draft and to contact the individuals who would be participants in each situation.

Enclosed please find a description of the system established by the Archdiocese for the small group, numbering less than a half dozen, judged appropriate for this experiment.

I continue to live with a spirit of gratitude for everything you have contributed to the health and wellbeing of those you serve, and to the healing of the very serious situation of clergy misconduct which has confronted us so starkly in these recent years. Please know that your comments and suggestions continue to be welcome.

Sincerely in Christ,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/rt
Enclosure

3501 South Lake Drive, P.O. Box 07912
Milwaukee, WI 53207-0912 · (414)769-3486

Ex. 56

ADOM056256

Candidates.

<i>Name and #</i>	<i>Assignment</i>	<i>Phone</i>	<i>Site Person</i>	<i>Site Person</i>
Bandle, Ron #2	St. Josephs in Lyons	1-414-763-2050	Dan Hull 1-414-763-2050	(Pending.)
Kryger, Mike #3	St. Anthony and St. Theresa in Eagle.	414 691-1173 414 594-5200	Ms. Mari Angela Pledi St. Theresa 414 594-5200	Fr. Tom Venne St. Anthony in Pewaukee, WI 414 691-1173.
Hansen, David #4	St. Joseph's Hospital Milwaukee, WI	414 447-2000 (W) 414 966-2442 (H)	Father Neal Durham 414 447-2000 (W) 414 453-6786 (H)	Linda Robertson 414 242-0216
Becker, Franklin #5	St. Mary's Neosho, WI.	1 414 625-3036	Rev. Laurin Wenig 1 414 625-3144	Rev. Charles Wester 1414 387-2470

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6/18/96
Revised 8/20/96
Revised 12-12-96

Monitoring Program.

Name and #	Assignment	Phone	Site Person	Site Person
[Redacted]				
Bandle, Ron # 2	St. Josephs in Lyons	1-414-763-2050	Mr. Dan Hull 1-414-763-2050	None required per Vicar.
Krejer, Mike # 3	St. Anthony and St. Theresa in Eagle.	414 695-9967 414 594-5200	Ms. Mari Angela Pledi St. Theresa 414 594-5200	Fr. Tom Venne St. Anthony in Pewaukee, WI 414 691-1173.
Hanser, David # 4	St. Joseph's Hospital Milwaukee, WI	414 447-2000 (W) 414 966-2442 (H)	Rev. Richard Weeden 414 447-2000 (W) Pager 414 590-1582	Ms. Linda Robertson 414 242-0216
Becker, Frank # 5	St. Mary's Neosho, WI.	1 920 387-4259 (H) 1 920 625-3144 (W)	Father John Yockey 414 569-3020	Rev. Charles Wester 1414 387-2470
[Redacted]				

C:\MyFiles\CLERGY\nOTES\Master calendar Diagram. wpd

Revised 8/30/96 Revised 12-12-96 Revised 7-7-97 Revised 9-9-97 Revised 10-16-97 Revised 12-10-97 Revised 5-25-98 Revised 7-15-98 Revised 11-1-98

Monitoring Program.

MAR 0 9 1999

Ex. 59

ADOM056234

Name and #	Assignment	Phone	Site Person	Site Person
Burdette, Ron #2	St. Josephs in Lyons	1-414-763-2050	Mr. Dan Hull 1-414-763-2050	None required per Vicar.
Kretzer, Mike #3	St. Anthony and St. Theresa in Eagle.	414 695-9967 414 594-5200	Ms. Mari Angela Pledl St. Theresa 414 594-5200	Ft. Tom Venne St. Anthony in Pewaukee, WI 414 691-1173.
Haisler, David #4	St. Joseph's Hospital Milwaukee, WI	414 447-2000 (W) 414 966-2442 (H)	Rev. Richard Weedon 414 447-2000 (W) Pager 414 590-1582	Ms. Linda Robertson 414 242-0216
Berket, FRANKLIN #5	St. Mary's Neosho, WI.	1 920 387-4259 (H) 1 920 625-3144 (W)	Father John Yockey 414 569-3020	Rev. Charles Wester 1414 387-2470
Freeman, Tom #6	St. Sylvester Parish So. Milwaukee	1 414 762-4351(H) 1 414 762-6800 (W)	Pending	Pending

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Revised 8/30/96 Revised 12-12-96 Revised 7-7-97 Revised 9-9-97 Revised 10-16-97 Revised 12-10-97
 Revised 5-25-98 Revised 7-15-98 Revised 11-1-98 Revised 11-9-98 Revised 11-23-98 Revised 3/5/99

REVISED - 9/97

Adamsky - retired; restrictions in place May 1995
Arimond - laicization complete; severance assistance provided
Bandle - restrictions lifted; assisting priest; full faculties(?)
Beck - settlement reached; mutual agreement not practice ministry
Becker - no restrictions; regularly issued "celebret"; regular help-out

Bistricky - no restrictions; fully authorized for ministry
Budzynski - retired; standard restrictions* in place
Burns - laicization complete; severance assistance provided

██
Collova - not assigned (any action since April 1995 when authorized for help-out?); no restrictions in place? status of 11/95 action?

██
Doyle - laicization completed; severance assistance provided
Effinger - deceased
Etzel - retired; standard restrictions* issued May 1995; restrictions modified Jan 1996 to restore confessional faculty and allow for daily Mass at parish
Farrell - retired; no restrictions issued; memo to file May 1995 that physical and mental condition precluded ministry so not issue precepts
Flynt - no restrictions; apptd parochial administrator
Haen - retired; standard restrictions* issued May 1995; restrictions modified Jan 1996 to restore confessional faculty and allow for Mass at Alexian Village
Hanser - limited ministry within a hospital setting only; no other public ministry is permitted; no contact with minors; confessional faculty only in hospital; required to inform hospital administration
Knotek - retired; no restrictions
Krejci - restrictions lifted (?); assisting priest / help-out

Krusing - deceased
Lanser - not assigned; standard restrictions* in place
Lesniewski - deceased
Massie - no restrictions; fully authorized for parochial ministry
Murphy, L. - retired; standard restrictions* + no public interpretation for deaf; no participation in social events w/ deaf (Milw&Superior); no public clerical attire
Neuberger - penal processes underway; restrictions in place
Nichols - deceased

Silvestri - sick leave(?); no restrictions

Wagner, Jerry - no restrictions (presume ones from August 1994 lifted?)
Wagner, John - standard restrictions*; unassigned (salary ceased 4/30/95)
Walter - sick leave(?); no restrictions; celebret issued annually

* standard restrictions = no unsupervised contact with minor; no public ministry (includes public celebration of sacraments); confessional faculty withdrawn; general injunction to avoid places proved to be problematic in observance of celibacy in past

REVISED - 9/97

- Adamsky - retired; restrictions in place May 1995
- Arimond - laicization complete; severance assistance provided
- ✓ M Bandle - restrictions lifted; assisting priest; full faculties(?)
- Beck - settlement reached; mutual agreement not practice ministry
- ✓ M Becker - no restrictions; regularly issued "celebret"; regular help-out
- ✓ • Bistricky - no restrictions; fully authorized for ministry
- ✓ • Budzynski - retired; standard restrictions* in place
- Burns - laicization complete; severance assistance provided

Collova - not assigned (any action since April 1995 when authorized for help-out?); no restrictions in place? status of 11/95 action?

- Doyle - laicization completed; severance assistance provided
- Effinger - deceased
- Etzel - retired; standard restrictions* issued May 1995; restrictions modified Jan 1996 to restore confessional faculty and allow for daily Mass at parish
- Farrell - retired; no restrictions issued; memo to file May 1995 that physical and mental condition precluded ministry so not issue precepts
- Flynt - no restrictions; apptd parochial administrator
- Haen - retired; standard restrictions* issued May 1995; restrictions modified Jan 1996 to restore confessional faculty and allow for Mass at Alexian Village
- ✓ M Hanser - limited ministry within a hospital setting only; no other public ministry is permitted; no contact with minors; confessional faculty only in hospital; required to inform hospital administration
- Knotek - retired; no restrictions
- ✓ M Krejci - restrictions lifted (?); assisting priest / help-out
- ✓ M Krusing - deceased
- Lanser - not assigned; standard restrictions* in place
- Lesniewski - deceased
- Massie - no restrictions; fully authorized for parochial ministry
- Murphy, L. - retired; standard restrictions* + no public interpretation for deaf; no participation in social events w/ deaf (Milw&Superior); no public clerical attire
- Neuberger - penal processes underway; restrictions in place
- Nichols - deceased

Silvestri - sick leave(?); no restrictions

- ✓ • Wagner, Jerry - no restrictions (presume ones from August 1994 lifted?)
- ✓ • Wagner, John - standard restrictions*; unassigned (salary ceased 4/30/95)
- Walter - sick leave(?); no restrictions; celebret issued annually

* standard restrictions = no unsupervised contact with minor; no public ministry (includes public celebration of sacraments); confessional faculty withdrawn; general injunction to avoid places proved to be problematic in observance of celibacy in past

CREUTZER

ADOM055914

Assignments chart

10/31/02

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
Knighton	Marvin	St. Anne (Mke) X	1975	1976	Criminal trial	Inactive w/ restrictions
		Pius HS	1976	1987	in process <i>Nov</i>	
		Pius HS X	1988	1991		
		Mt Mary Camp Min	1992	1994		
		St. Martin DeP (Mke)	1995	1995		
		All Saints	1995	1997		
		Dominican HS	1998	2000		
Widera	Sigfried				Multiple Admission Pending crimin cases (Mke/CA)	<i>fugitive</i>
Adamsky	Raymond	Blessed Sac (Mke) X	1958	1961	Multiple, simila allegations and patterns; claims lack of memory of incidents; settlement	Retired - 1993
		St. Joseph (Grafton) X	1961	1964		
		St. John (S.Mke) X	1964	1969		
		St. Mary (Fond du L)	1969	1971		
		St. Philip Neri (Mke) X	1971	1973		
		St. Leonard (Muske)	1973	1974		
		St. Casimir (Mke)	1974	1975		
		St. Vincent DeP (Mke)	1975	1978		
		St. Stanislaus (Mke)	1978	1981		
		St. Kilian (St Kilian) X	1981	1986		
Arimond	James	St. Joseph (Racine) X	1986	1992		
		Chap St. Monica (Ra)	1992	1993		
		Im Conc (Burl'ton)	1965	1968	Criminal charg	Laicized
		St. Gall (Mke)	1968	1969	(nolo contende	
		St. Alphonsus (G'dal) X	1969	1979	police report	
Sacred Ht (St. Fran)	1979	1982	2nd degree			
St. Aloysius (W Allis)	1982	1983	sexual assault			
Beck	James	St. Bernadette (Mke)	1983	1987		
		St. Frederick (Cuda)	1987	1990		
		Holy Name (Sheboy)	1969	1977	Admission	Left active mini
		St. Robert (Shorewd)	1977	1978	Settlement	
St. James (Mequon) X	1978	1984				
St. Catherine (G'vill)	1984	1989				
Becker	Franklyn	Holy Assump (W Alli)	1964	1968	Diagnosis and	Restricted
		St. John DeNep (Mk)	1968	1972	Admission	
		Holy Family (WFB)	1972	1974	Multiple	
		St. William (Wauk)	1974	1975	allegations;	
		St. Margaret Mary (1979	1980	Possible crimin	
		St. Joseph (Lyons)	1980	1980	charges in CA	
		St. John (S Mke)	1980	1980		

John will locate whether this goes to CDF

Assignments chart

10/31/02

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
		St. Eugene (Fox Pt)	1980	1981		
		St. Jos Hosp	1983	1984		
		W Allis Mem Hosp	1984	1991		
Bistricky	Frederick	Holy Trinity (Racine)	1965	1965	Admission of	Retired w/ retri
		St. Patrick (Beaver	1965	1967	facts; denial	
		St. Augustine (Mke)	X 1967	1976	of import;	
		Immac Conc (Sheb	1976	1981	photograph	
		St. John B (Plymout	1981	1983	of innapropiat	
		St. Andrew (LeRoy)	1984	1990	behavior;	
		SsPeter/Paul (Nenn	1991	1991	abuse?Fiorenz	
Budzynski	Daniel	St. Helen (Mke)	1956	1961	Admission and	Retired w/restri
		St. Mary (MenFalls)	1961	1962	multiple victims	
		St. Hedwig (Mke)	1962	1965	relapse in	
		St. Joseph (W Allis)	1965	1966	sobriety	
		St. Paul (Mke)	X 1966	1969		
		St. Casimir (Mke)	1969	1971		
		St. Bernadette (Mke	1971	1972		
		St. Peter CI (Sheboy	1972	1974		
		St. Joseph (Wauwat	1974	1976		
		St. Patrick (W'water)	1982	1983		
		St. Louis (Caledonia	1984	1987		
		Convent Chap (OSF	1987	1992		
		Villa Clem Chap	1992	1994		
Burns	Peter	St. Peter CI (Shebov	1986	1991	Criminal convic	Laicized (t -u)
Collova	S. Joseph	St. James (Mequon)	1976	1977	Admission of	Inactive w/restr
		Holy Apostles (New	1977	1981	some / denial	laicization in
		St. James (Franklin)	1981	1985	of others	process
		St. Rita (Mke)	1985	1993		
Doyle	Andrew	St. Mary (ElmGrove)	1976	1981	Admission	Laicized
		St. Mary (HalesCorn	1981	1984		
		St. Anthony (Men Fa	1984	1988		

Assignments chart

10/31/02

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
[REDACTED]						
Etzel	George	Holy Assumpt (W Al	1942	1958	Admission	Retired w/restri
		Sacred Ht (Allenton)	1958	1966		
		St. Anthony (Pewau	1966	1967		
		St. Martin (Ashford)	1967	1984		
Farrell	William	St. Frederick (Cuda	1947	1961	Settlement	Deceased
		St. Dominic (Sheboy	1961	1962	Victim psych	
		St. Cecilia (Thiensvil	1962	1963	reports	
		CathFam Life Office	1953	1966		
		Holy Family (Reese	1966	1967		
		St. Thomas (Waterf	1967	1967		
		Chap St. Jos Hosp	1967	1969		
		Presentation (N FdL	1969	1973		
		St. Gerard (Mke)	1973	1990		
Flynt	James	OLGH (Mke)	1985	1987	Under DA	Active ministry
		Chap St. Nicholas H	1987	1987	investigation	
		St. Dominic (Brookfi	1987	1989		
		Chap DSHA HS (Mk	1989	1995		
		St. Casimir (Mke)	1995	2001		
		St Mary Czes (Mke)	1996	2001		
Knotek	John	St. John (Jefferson)	1938	1941	Corroborating	Retired w/restri
		St. Joseph (Cudahy)	1941	1941	reports	
		ChapStJosHos (WB	1941	1941		
		St. John Cath (Mke)	1941	1950		
		St. Mary (Greenfld?)	1950	1950		
		St. John Nep (Mke)	1950	1954		
		St. John (Woodhull)	X 1954	1968		
		St. James (Men Fall	X 1968	1972		
		ChapStJosHome (K	1972	1988		
Krejci	Michael	OLGH (Mke)	X 1978	1985	Admission	Pending
		St. Gall (Mke)	1985	1994		
		St. Boniface (Mke)	1993	1994		
		St. Theresa (Eagle)	1996			
[REDACTED]						
Kreuzer	Eugene	St. Anthony (Mke)	1952	1971	Admission	Retired some
		St. John B (UnionGr	1971	1991		restrictions
Hopf	George	St. Joseph (Mke/Wa	1949	1954	Unclear	Retired
		St. John Nep (Mke)	1954	1962		
		St. Mary (Waukesha	1962	1966		
		St. Mary (S Mke)	1966	1968		
		IHM (West Allis)	1968	1968		
		Holy Rosary (Mke)	X 1968	1969		
		St. John B (Woodhu	1969	1971		

Assignments chart

10/31/02

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
		Chap Franc Villa (M	1989	1993		
Lesniewski	Eldred	St. Stan (Racine)	1953	1955	Multiple	Deceased
		St. Stan (Mke)	1955	1957	corroborating	
		OLQueenPeace (Mk	1957	1958		
		ChapStJosOrph (Mk	1960	1968		
		Chap St Ann Rest H	1968	1980		
		Blessed Sac (Mke)	1980	1986		
		Imm Conc (Juneau)	1986	1990		
Massie	Daniel	St. Mary (Men Falls)	1980	1986	Police report	Pending
		St. Rita (W Allis)	1986	1992		
		Blessed Trin (Mke)	1992	1995		
		St. Aloysius (W Allis)	1995	1998		
		Beaver Dam	1998			
Murphy	Lawrence	St. John Sch Deaf (1950	1974	Admission	Deceased
Neuberger	Michael	St. Philip Neri (Mke)	1962	1964	Admission	Inactive / dismi
		St. Boniface (Mke)	1964	1968	(later	
		Messmer HS	1968	1969	retracted)	
		Thom More HS	1973	1978		
		CampMin (Parkside	1978	1979		
		St FranDeS (Lk Gen	1979	1980		
		St. Dominic (Sheboy	1980	1981		
		St. John Neu (Wauk	1981	1993		
		St. Catherine (G'VIII	1993	1993		
Nichols	Richard	St. Thomas (Waterf	1958	1962	Admission	Deceased
		St. Lawrence (Mke)	1962	1964		
		SsPeter/Paul (Mke	1964	1966		
		St. Catherine (Mke)	1966	1966		
		Chap St Mary Acad	1966	1971		
		St. Sebastian (Mke)	1971	1974		
		St. Aloysius (W Allis	1974	1981		
Effinger	William	St. Mary (Kenosha)	1960	1972	Criminal	Deceased
		St. Aloysius (W Allis	1972	1973	conviction and	
		St FranDeS (Lk Gen	1973	1979	admission	
		Holy Name (Sheboy	1979	1992		
Bandle	Ronald	St. John B (Plymouth	1968	1970	Admission	Deceased
		OL Sorrows (Mke)	1970	1972		
		St. Patrick (Fond du	1972	1974		
		St. Mary (Men Falls)	1974	1981		
		Holy Apostles (New	1981	1983		
		St. Mary (Waukesha	1983	1989		
		Sacred Ht (Allenton)	1989	1993		
		St. Joseph (Lyons)	1996	2001		
Silvestri	Vincent	St. Sylvester (S Mke	1964	1967	Admission#	Deceased
		De Sales HS	1967	1981		
		St. Matthias (Mke)	1981	1983		
		St. Dominic (Brookfi	1983	1993		
Schouten	Clarence	St. Bernard (Wauwa	1929	1932	Multiple	Deceased

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
		St. PeterCl (Sheboy	1971	1976		
Krusing	Oswald	Sacred Heart (SunP	1927	1927	Admission	Deceased
		St. Victor	1927	1928		
		ImmConc (Mke)	1928	1930		
		Holy Redeemer(Ma	1930	1930		
		St. Joseph (Waukes	1930	1930		
		Holy Rosary (Kenos	1930	1934		
		St. John B (Clyman)	1934	1935		
		St. Joseph (Lyons)	1935	1939		
		St. Stephen (NewCo	1939	1941		
		Holy Apos (New Ber	1944	1956		
		Sacred Ht (St.Franci	1956	1958		
		Holy Name (Racine)	1958	1964		
		St. Charles B (Mke)	1964	1966		
		St. Rita (W Allis)	1966	1970		
Haen	Edmund	St. Lawrence (Mke)	1940	1947	Admission	Deceased
		St. Killian (Hartford)	1947	1955		
		St. Franc Cab (West	1955	1972		
		St. James (Mequon)	1972	1990		
Hanser	David	Christ King (Wauwa	1958	1960	Multiple w/	Retired w/restrl
		Sacred Heart (Racin	1960	1961	same pattern	
		Cath Mem HS	1961	1970	Public	
		St. Jos HS	1970	1972		
		St. John Vian (Broo	1972	1978		
		Holy Family (WFB)	1978	1982		
		St. Mary (Pewaukee	1982	1988		
		Chap St. Jos Hosp	1995	2002		
Nuedling	George	St. Rita (W Allis)	1948	1964	Multiple w/	Deceased
		St. Lawrence (Mke)	1964	1967	same pattern	
		St. Joseph (Grafton)	1967	1968	Public	
		St. John (TwinLakes	1968	1993		
Lanser	Jerome	St. Peter (BeaverDa	1958	1964	Admission	Retired w/restri
		St. Mary (Men Falls)	1964	1969		
		St. Margaret Mary (1969	1971		
		St. Leo (Mke)	1971	1976		
		Sacred Heart (Racin	1976	1979		
		St. Mary (Pewaukee	1979	1981		
		St. Roman (Mke)	1981	1989		

Assignments chart

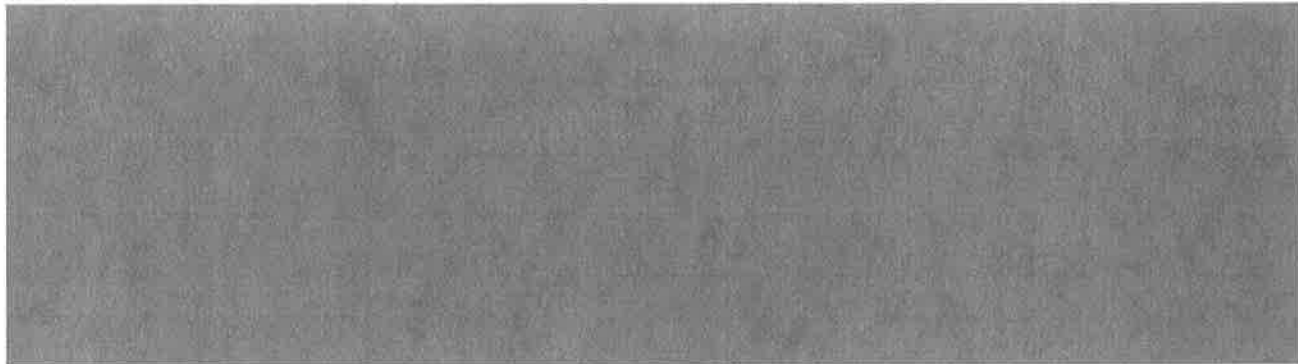
10/31/02

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
		St. Raphael (Madiso	1932	1938	corroborating	
		St. Mary (Cascade)	1938	1950	reports	
		St. Patrick (Ripon)	1950	1955	Settlement	
		St. Joseph (Mke/Wa	1955	1969		
Walter	Charles	St. George (Kenosh	1974	1977	Settlement	Retired
		De Sales HS	1977	1979	Admission?	
		St. Dominic (Brookfi	1979	1987		
		St. Franc Gab (West	1987	1993		
Wagner	John	St. William (Waukes	1973	1974	Multiple	Inactive w/restr
		St. Mary (Sheb Falls	1974	1976	Public	
		Camp Min (Sheboyg	1976	1981	Never denied	
		St. Patrick (Whitewa	1982	1986		
		St. Catherine (G'vill	1987	1992		
O'Brien	John	Imm Conc (Mke)	1964	1971	Criminal	Leave w/restric
		St. Patrick (Fond du	1971	1971	conviction	
		St. Mary Springs HS	1971	1990	Admission	
		Presentation (N FdL	1990	2000		
Trepanier	Thomas	St. Agnes (Butler)	1975	1977	Admission	Inactive w/restr
		St. Robert (Shorewo	1978	1983		Resigned later
		St. John D Nep (Mk	1985	1988		attempt to
		St. Sylvester (S Mke	1993	1999		withdraw
		St. Dominic (Brookfi	2000	2002		
Jablonowski	James	St. Patrick (Milwaule	1968	1968	Adjudication	Pending
		St. Mary Czes (Milw	1968	1982	<i>substantiated</i>	
		Holy Assumpt(West	1982	1986		
		St. Hedwig (Milwauk	1986	1998		
Wagner	Jerome	Imm Conc (West Be	1972	1978	Admission	Pending
		De Sales HS	1978	1983		
		St. Jerome (Ocono	1983	1986		
		St. Louis (Fond du L	1986	2000		
		St. Peter (St.Peter)	1997	2000		
		Holy Family (Fond d	2000			
Schneider	Roger	St. Bernard (Wauwa	1958	1965	<i>clear Admission</i>	Inactive/marrie
		St. Aloysius (W Allis	1965	1966		
		St. Franc Sem	1966	1971		

Assignments chart

10/31/02

Last name	First name	Assignment	Year start	Year end	Substantiated	Current status
		Bl Sacramento (Milw)	1998			
Godin	James	St. Alphonsus (G'dale)	1979	1981	Admission	Pending
		St. Agnes (Mke)	1981	1983		
		St. Peter Cl (Sheboy)	1983	1985		
		St. John Cath (Mke)	1985	1988		
		Camp Min (W'Water)	1988	1998		
		St. Patrick (W'water)	1998			
Peters	Donald	St. Michael (Mke)	1950	1950	Admission	Retired w/restri
		St. Clement (Shebo)	1950	1960		
		St. Mary (Hales Cor)	1960	1962		
		St. Patrick (Fond du)	1962	1967		
		Cath Mem HS	1967	1969		
		St. Paul (Mke)	1969	1969		
		St. Patrick (Fond du)	1969	1971		
		St. Mary (Sheb Falls)	1971	1977		
		St. Clement (Shebo)	1977	1993		



Father George Etzel

- 4/25/95
1. Refrain from all contact with minors.
 2. Cease until further notice all public ministry.
 3. To avoid all places and situations that from past experience have been occasions of serious temptation in the area of sexual morality.
 4. Faculty to hear confession is revoked.
- 1/1/96
1. Faculty to hear confession is restored, but only when a penitent explicitly requests the individual Celebration of the Sacrament of Penance.
 2. Public Celebration of the Eucharist on weekdays at St. Matthew Parish in Campbellsport is permitted provided the pastor has no objections.
 3. Other restrictions remain in effect.

Father Edmund Haen

- 4/25/95
1. Refrain from all contact with minors.
 2. Cease public ministry; allowed is the private Celebration of the Eucharist in a private setting with another priest or priests in attendance; or public Mass celebrated only at Alexian Village; other Sacraments require explicit permission from the Archbishop.
 3. Avoid all places and situations that have been occasions of serious temptation in the area of sexual morality.
 4. Faculty to hear confession is revoked.
- 1/1/96
1. Public Celebration of the Eucharist at Alexian Village is permitted provided the administration of the facility have no objections.

Restrictions
Page 2

Father Edmund Haen (cont.)

2. Faculty to hear confessions is restored, but may only be exercised when a penitent explicitly requests the individual celebration of the Sacrament of Penance.
3. Remaining restrictions continue.

Father David Hanser

4/25/95

1. Refrain from all contact with minors.
2. Cease all public ministry including the Celebration of the Eucharist in other than a private setting with only another priest or priests in attendance. Explicit permission from the Archbishop for other Sacraments in each case.
3. Avoid all places and situations that have been occasions of serious temptation in the area of sexual morality.
4. Faculty to hear confession is revoked.

*How Minister
in Hospital setting
not allowed to appear
of in behalf
of the hospital*

1/1/96

1. Celebration of the Sacrament of Baptism (in an emergency situation), Eucharist, Penance, and Anointing of the Sick within a hospital setting only; no other public ministry is permitted.
2. Restriction to refrain from all contact with minors remains.
3. Avoidance of places and situations of temptation continues.
4. Faculty to hear confession is restored in the limited setting noted in (1).

Father Eugene Kreuzer

4/25/95

1. Refrain from all contact with minors.
2. Cease all public ministry except in a private setting with another priest or priests in attendance; celebration of other Sacraments requires explicit permission from the Archbishop in each case.
3. Avoid all places and situations that have been occasions of serious temptation in the area of sexual morality.

Restrictions

Page 3

Father Eugene Kreuzer (cont..)

4. Faculty to hear confession is revoked.
- 1/1/96
1. Faculty to hear confession is restored and to be exercised when a penitent explicitly request the individual Sacrament of Penance, or when a pastor requests your assistance with this Sacrament at a parish.
 2. Participation as a concelebrant of a Funeral Mass is permitted provided the pastor of the parish deems such participation appropriate.
 3. Permission for public Celebration of the Eucharist on other occasions may be granted by the Vicar for Clergy, based on his review of the reasons given in your request.

Father Richard Nichols

- 4/25/95
1. Refrain from all contact with minors.
 2. Cease all public ministry as noted in the cases above.
 3. Avoid all places and situations that have been a temptation in the area of sexual morality.
 4. Faculty to hear confession is revoked.
- 1/1/96
1. Public Celebration of the Eucharist on a regular basis at Visitation Convent, Elm Grove, is permitted.
 2. Remaining restrictions remain.

Father Vincent Silvestri

- 4/25/95
1. Refrain from all contacts with minors.
 2. Cease all public ministry, etc.
 3. Avoidance of places and situations that have been occasions of serious temptation in the past.
 4. Faculty to hear confession is revoked.

ADOM056317

Restrictions

Page 4

Father Vincent Silvestri (cont.)

1/1/96

1. Faculty to hear confession is restored and may be exercised when a penitent explicitly requests the individual Celebration of the Sacrament of Penance.
2. Permission to exercise this faculty in a parish church may be granted by the Vicar for Clergy based on his review of the request.
3. Remaining restrictions continue.

ECP:saz
4/3/96

ADOM056318

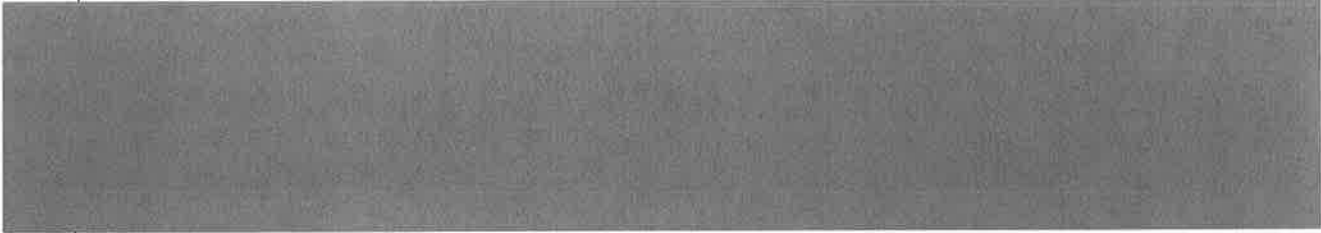
5/18/95

- 1 no ~~unapproved~~ contact & minor
- 2 no public celebration of Mass
- 3 no family (conf.)
- 4 no persons; places (arrive ^{from} congregations)
- 5 no clerical dress

Retired Pastors

8 Budzynski - 4 plus RVD wife take to
consultation.

1 Adamsky - all 4



14 Effinger - decree to begin June 1996

15 Etzel - all 4 - now pastor to monitor
the situation

16 Fanelk - ~~all 4~~ (no more for file - given
conditions, no restrictions at this time)

19 Knotek - nothing - no restriction

- El Haen - all 4 (moving home is OK, permission
of Arch. necessary for any other celebration)

Ex. 63

ADOM055863

22 Kruising - all 4

- Kneuger - all 4

24 Lesniawski - all 4 (Roll to discuss
clinical attire to Consultants)
including Class Hall

26 Murphy - all 4 already in force - still a big
problem - process? Consistent life
pattern - (Roll with discuss to Consultants)
(re on process)

29 Nichols - all 4



33 Silvestri - all 4



Active Privates

- 2. Arimond - why getting salary?
- 9. Burns - ... - start process!
- 3. Bandle - restriction: 1, 3 & approving
Patti Gosh. is OK, more than; supervision
of position; work & etc.
- 5. Becker - all 4 - Liz's "SMART" team
w/4 letter of restriction - no abstracts.
- 7. Bistricky - ? St. Augustine: very issue, missing
↳ write to prisoner
all 4, if he returns.
- 11. Collova - RGM to see
- 13. Doyle - 6/2/95 going on leave
\$10,000 if he leaves; \$20,000 MORE if he
leave permanently
∴ all 4 as of 6/2/95 (July 1st)



17. Flynt - Mari, ^{Stern (50.3)} Yasha minutes of OL Good Hope
with Jim K. should not take assignment of
St. Mary C.
do nothing now - try to contact Mari

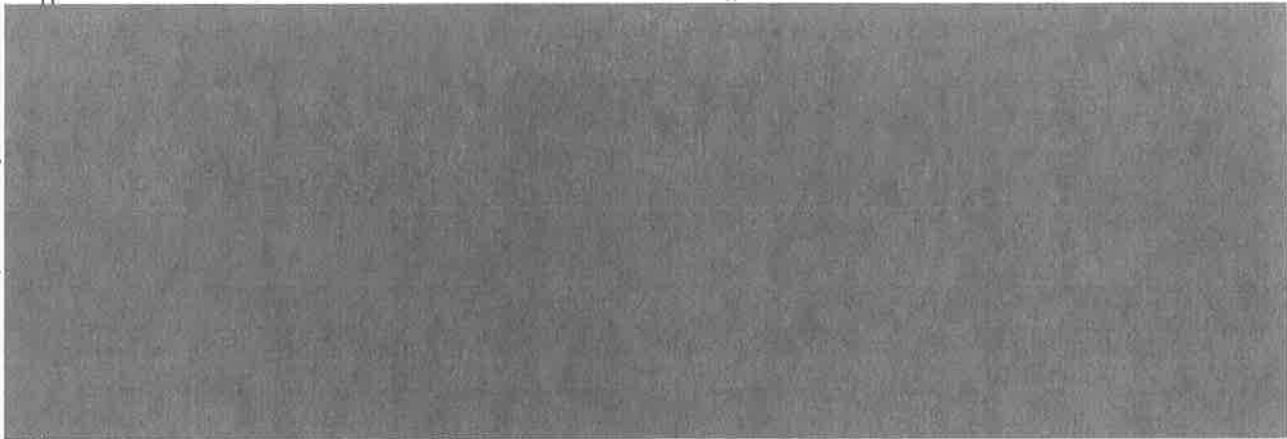
20 Krecji - is under restriction

23 Hamser - no assignment ever
all 4

27 Hamser - all 4 - ? contact St. Joyce
often in copy of Hamser L.

25 Massie - M. Flynn has concerns - so does
Wiz - ROW to decide

28 Nambayer - add all of the next letter
as a reminder



35 Jerry Wagner - ~~last~~ as is - see C. Strunk's file

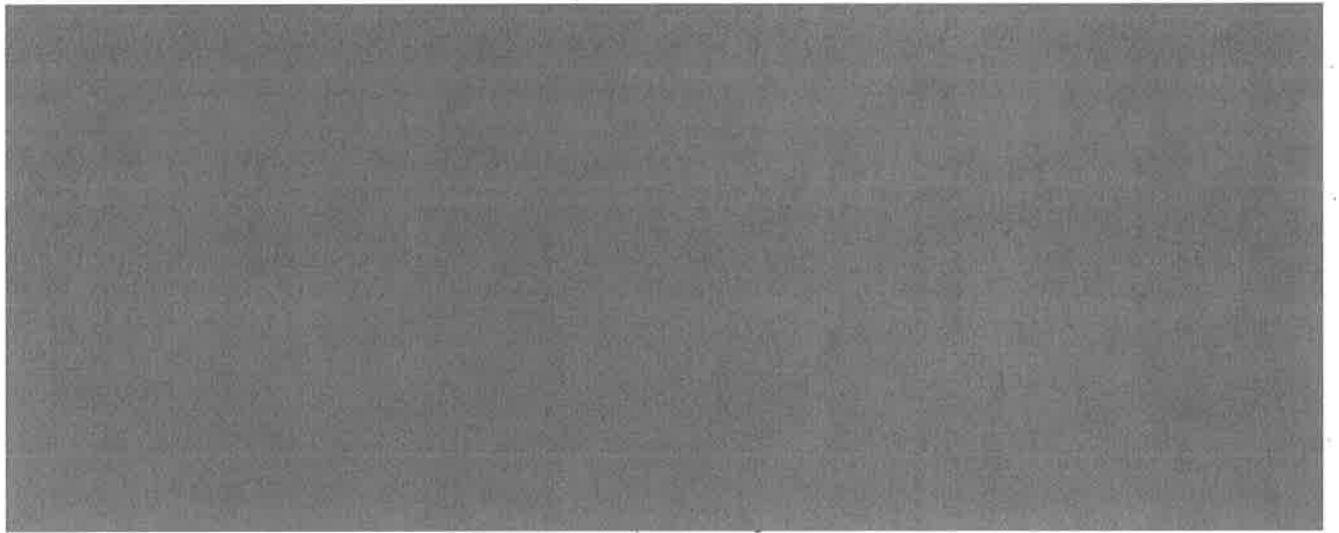
36 John Wagner - do a process!
clean, clear + serene.

37, Walter [redacted] some restriction (phone call re scandal in
not ~~from~~ with office
phone call)

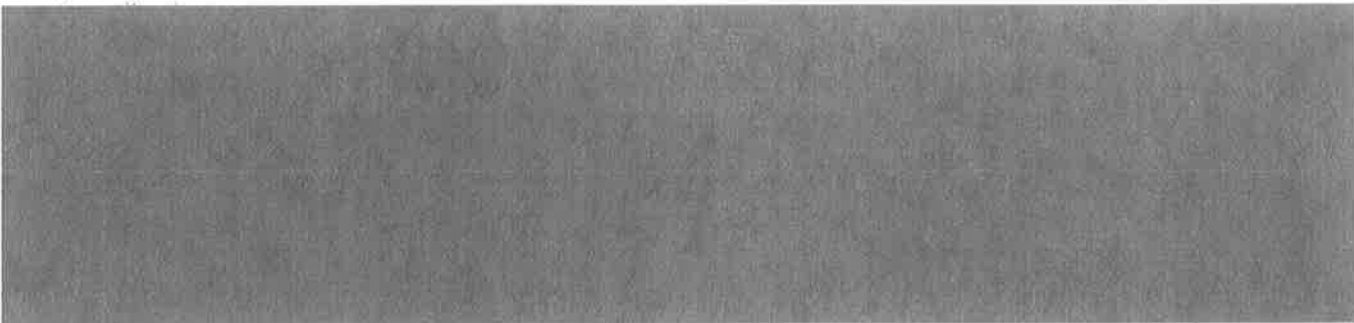


12/5/68

1. Burns - Cardinal will report soon he says. If so, Asky W. shall write to Cardinal. If no again, Asky W shall write to the Pope requesting a personal meeting. Worse cases have gone nowhere.
2. Armond - just technical reading and now in line for the Commission.
3. Doyl on Xmas again; Doyl & Mike Spencer as "no news is good news" - ? 6/4 Xmas.



8. Effinger - process will be the issue
9. F. Michael Hilbert, SS + BP. Ray Burke - write to r. Gros. re "impeachment" - if he will respond, his words would be imp. in a trial.



↳ prohibition

manually
~~Admitted~~ of moral (Chambers)

"moral in particular"

the hands

(Civil law importability will mean nothing in Ch. Court)

- planning crime
- abuse of trust

no. 6. 1944 - not well defined.
admission in civil courts go to Ch. Ct.

fact of crime

~~Penalty~~ penalty, what should it be.

advertis (in prison - sorry etc OK)

see
Pemberton
at
Birmingham
ordnance

would
~~be~~ "de jure jurisdiction" after 2nd inst.

"Berat" Guidelines - solicitor
~~adviser~~ cases

sent to all
bishops

6'62

~~adviser~~
this is an administrative process

MR.



San Diego - Federal Office.

Bob Bergman
Clayton

create an Archdioc. policy re. basic substance
for priests - spec. re. housing, food & income,
health care

Dr. Burke, use him to preview & overview the
process - *top's guidelines are excellent, ∴ go
step-by-step.

Rev. Sal Cordileone
Salvatore

} Signatura

Maj. Joe Ponderosa

Mr. Bob ~~Huffman~~ ^{Bergman}

— clergy

Maj. Warren Klingler

— Dir. Working of Disc. of
the Sacramento

SITUATIONS AND ACTIONS IN ABSENCE OF ARCHBISHOP / BISHOP SKLBA

Negotiated Settlements:

xx
2 issue
44 with
letter

Father Peter Burns / Father James Arimond: I spoke with Dan Ward several times with minor details of plan. Finalized copies of settlement agreement received (messenger from Matt Flynn). Copies sent to Peter and James with instructions about contacting us for appointment to sign agreement, submit laicization petition, complete petitioner questionnaire. (Copy of letter to each attached. No response as of 1/27/95.)

wr by
March 15 -
in substance

Father Michael Neuberger: I had several phone calls from Dan Ward indicating that all was "on track" to proceed with settlement / resignation agreement. Wayne Schneider discovered that Mike had been calling various offices (e.g., John Boehm, Sr. Kathleen) asking questions about pension options, retirement benefits, medical plans, etc. All were informed that Mike should be told that such questions should be directed to the diocese through his advocate. (All of these questions had been raised and answered before via Dan.) Phone call on January 13 from Dan Ward stating that Mike was rejecting all offers and was challenging us to proceed with canonical processes of removal as pastor and declaration of impeded from the exercise of orders. Discussions with Dan to explain consequences to Mike of this decision (all of which had been explained before and had been approved by the Archbishop). Several back-and-forth calls with Dan to clarify issues. Rejection of settlement made by Mike. Letter (copy attached) sent to Dan acknowledging rejection and stating consequences as had been agreed to before. (Matt Flynn informed and consulted all along the way.) Discussion with Wayne Schneider and Matt Flynn about when to terminate salary payments. Suggestion made to continue through month of January to forestall complication with February 8 summary judgment hearing. All agree to this plan.

January 16th, notified by Father Jeff Prasser that Mike had contacted him saying he was "up against a wall" and that the diocese was forcing him to take action. Mike had told Jeff details of the settlement agreement which he had rejected (even though supposedly confidential). I did not confirm details simply said that anything that was happening was not a surprise to Mike and were the consequences of his own decisions. Jeff's major concern was that Mike had said that he was simply going to have to show up at the parish and take over as he had a right to do. Jeff wanted to know if this could happen and I told him it could not. He was also concerned that Mike might do something desperate and informed us that Mike was still a signator on all parish accounts. I contacted Matt and discussed situation with Wayne. Decision made that it would be to Mike's benefit not to allow him to do something that would get him into more trouble. Prepared memo to bank (with Matt's consultation and Wayne's joint signature) to revise authorized signators. Jeff picked up memo and expressed understanding of situation and relief.

January 20th received call from Father Greg Ingels, canonist from San Francisco, stating that Mike had contacted him to represent him before the diocese. Greg indicated that Mike wanted to resign from ministry in exchange for assistance in transition. I explained that this was

Ex. 64

ADOM055968

exactly what Mike had rejected a week earlier after a year's worth of negotiations and representations with Dan Ward. Greg had been led to believe that Dan had dropped Mike as a client; I informed Greg that Dan simply felt he had nowhere else to go with Mike since he was rejecting his counsel. I told Greg that we would be willing to look at something he might prepare but that no promises could be made at this time and that any settlement would have to have time limits and a financial cap. He requested that we consider continuing salary until the negotiations were complete. I suggested that he submit a proposal in writing but that any such agreement would be very limited given how much time had already transpired. (Greg and I know one another and were able to discuss honestly the reality of where this case had been and was going.)

January 25th: I was informed by Father Paul Janette that Mike Neuberger had called him wanting Continuing Formation to provide him with funding (\$1700?) for a course at WCTC to assist him in his transition. Mike has no money left in his continuing education account. Mike suggested that Paul get Bishop Sklba to authorize this payment. I told Paul that we were in the midst of some serious negotiations and that Mike should be told to direct all of his questions and inquiries through his canonical advisor (who appears to be Father Ingels at this point).

January 27th: Father Len notified me that Mike had contacted him for an appointment with you. I would advise against such a meeting at this time. We have received a letter in today's mail from Father Ingels (copy attached and copy sent to Matt Flynn) indicating Mike's issues and questions. I would like to confer with you before sending a response. If we can set a tight time frame and move this along that would be helpful. Otherwise we are simply delaying the processes we have said we would invoke. (The more cynical side of me says that this would be just what Mike is trying to get us to do!) Mike's meeting with you instead of observing the channels set up could compromise the canonical processes.

Father Jim Beck: He called the office on January 21 asking if I had a current number for Dan Ward in the Bahamas since the one Dan had given was not working. Jim asked that I get a number and call back leaving a message on his machine since he was on his way to the airport. He could retrieve the number on the road. Tried the number I had for Dan and it connected and the monk who answered confirmed that Dan was there. Left message with number on Jim's machine. Dan Ward left me a phone message that Jim had contacted him and all was on course.

Father John Wagner: No word on development of case. Dan has been leaving messages for him with no responses. I did hear from Wayne Schneider that John has contacted his office from regarding procedures for transfer of pension. Wayne knows that this transfer is contingent upon the signing of the settlement agreement.

General comments on these cases: The plan is in place that when we are ready to have the priests come in to sign the agreements, we will notify Wayne who will transfer the money to Quarles and Brady trust account. Checks will then be issued out of that trust account so that there is no in-house involvement to raise questions.

Handwritten notes:
- confirmed
- stay
- [unclear]

Father Charlie Walter:

Charlie called Sr. Kathleen who referred him to me. He is seeking a celebret. We had a pleasant conversation. Nothing in our file indicates we should not issue celebret but checked with Fr. Len Van V. because Charlie had referred to a letter to the Chancellor in Florida and this was not in our file. Len and Del checked; no letter in their office. After discussion with Len will wait for Archbishop before sending celebret.

6
Father James Flynt:

As you requested I contacted Fr. Flynt. (It took a few days and some back and forth calling.) I expressed your concern about the situation and about him personally. He said he was holding on okay but that it was very upsetting to him. He described it as an "all-consuming discomfort." I shared your suggestion that he get some professional help and he said he was not at that point yet. I also shared your suggestion that he might consider taking some time off to absent himself from the school until the crisis had been resolved. He said that now was not the time but maybe later. He verified with me that Dr. [REDACTED] was informed of the situation. I told him of your expectation that he meet with Dr. Piasecki when she returned from vacation. It is my understanding that he has done so. He was willing to give us the name of his attorney -- Paul Erickson. He also indicated that he would like to meet with you

ADOM055970

A G E N D A

1. Sexual Abuse Cases:

- a) Reverend Peter A. BURNS
- b) Reverend James L. ARIMOND

2. Other Dispensation Cases:



3. Other Matters:

- a) Evaluation of the instruction of the cases seeking a dispensation, especially in regards to the information sought and the organization of the material.
- b) When Archbishop Weakland is on sabbatical between January 1 and June 30, 1996, can the Vicar General be mandated according to c. 134, §3 to prepare and sign the *Votum*, or must the Archbishop do this personally?



4. Advice Sought Concerning:

- a) Reverend William J. Effinger (over 60 years of age; now serving a 10 year prison sentence; perhaps more than 25 victims, not all known; undecided whether to petition for a dispensation) -- if he does not petition, the Archbishop will probably begin a penal process. In the event that he should decide to petition for a dispensation, should we do anything differently? If he decides not to petition, would the fact of imprisonment preclude the possibility of him defending himself and, thus, of a trial at all? Or could an advocate properly protect his rights and present his cause? Any wisdom to offer?
- b) Concerning imputability and c. 1324, and given that, as far as we are aware, no priest guilty of the crime of sexual abuse in a civil court and thus due to be sentenced to prison, has used a defense of "defective mental or psychic capacity" (or any similar defense wording), what is to be said of *rationis usum imperfectum* in c. 1324, §1, 1'?

(over)

1.1

It would seem that if a priest is ready to go to prison before raising a defense of deficient mental or psychic capacity, then a Church penal process would have to hold strongly the presumption of imputability for the criminal action of the priest, with *rationis usum imperfectum* being established only in the presence of significant and substantial psychiatric proofs. Are there any directives or tribunal cases that might help to identify the content of such proofs? Any wisdom to offer?

- c) Coordination between the diocesan bishop and religious superiors in sexual abuse cases concerning members of institutes of consecrated life and societies of apostolic life. Some superiors seem to take these situations less seriously than do others. For the good of the people of the diocese, at what point can the diocesan bishop intervene with authority in the matter? Or what are the diocesan bishop's rights and obligations in such situations? Obviously, c. 682, §2 allows for the removal from office, but what about other interventions for the good of the people, such as: (1) obtaining from the superior all the facts of the situation; (2) speaking to the news media; (3) providing counseling for the victim and/or priest; and (4) providing for the rights (canonically and civilly) of the religious priest? Any wisdom to offer?
- d) Would the significance and presentation of "scandal" differ in any way for each of the following types of dispensation cases: (1) a priest guilty of sexual abuse; (2) a priest who has attempted a civil marriage; and (3) a priest who has not attempted a civil marriage but wishes to marry once if a dispensation is granted?

From: Eva Soeka [REDACTED]
Sent: Monday, January 24, 2005 7:46 PM
To: Barbara Anne Cusack
Cc: 'Muth, David P.'; Rothstein, John
Subject: Re: Mediation concer

Barbara Anne,

I am sorry I did not respond sooner, but I did not return until early Sunday morning due to the weather. The trip was absolutely perfect.

I am not terribly concerned about the latest news. As you know, mediation is a completely voluntary process. As we discussed, you negotiated each case based on the individual circumstances; while you may have used "ranges" as guides in your bargaining based on the amount of funding available to you (\$4M), you did not establish "classes" of victims/survivors based on the nature of the injury as the dispute resolution process did in Louisville. You have treated each case as unique--with unique facts that may have raised or lowered the amount of compensation you were willing to offer a particular victim/survivor.

With respect to the mediation agreements, I am sure that they were drafted carefully. Any victim/survivor could have terminated the process at any point prior to affixing his or her signature to the document. I am not sure what evidence would demonstrate "bad faith."

I would like to meet with you and Kathleen sometime early next week, if you are available, to review the family facilitation process. I am going to concentrate on developing more structure for that process this week. Please call if you have any questions; it would be a welcome relief from the 178 emails I found waiting for me. How does that happen? And how did we all survive without email in our earlier years? I hope you have a chance to get away at some point during the winter months. Hope all is well. Eva

----- Original Message -----

From: Barbara Anne Cusack
To: Eva Soeka
Cc: 'Muth, David P.'; Rothstein, John
Sent: Monday, January 17, 2005 6:41 PM
Subject: Mediation concer

Eva-

I hope your time away was restful and rejuvenating!

has been in contact with Amy. He is claiming that people who went through mediation are now getting attorneys because we mediated in bad faith. They say because we claimed we couldn't go above certain amounts with some individuals but then went higher with others, they have the right to cancel the agreement and sue us. I think he is being fed some of this from Jim Smith.

If this is the case, I'm not sure I'll survive another round of all of this!!!!

Ideas??

Barbara Anne

5/16/2011

Ex. 66

ADOM002931

From: Barbara Anne Cusack [mailto:cusackb@archmil.org]
Sent: Saturday, September 03, 2005 1:54 PM
To: 'Diane Knight'
Subject: RE: Questions for You

Diane –

I replied quickly yesterday because it was such a swamped day. Although I turned the message over to Wayne, I will be advocating that we offer some form of response. I know Wayne will have all of the liability questions at hand so if you hear from others how they are handling those matters or if CCUSA has a plan, let me know. I will forward to you what I have seen in this regard from the list serves I am on.

Have a good weekend.

BAC

P.S. Thanks, also, for the mediation. Sorry it was such a difficult one. I spoke with Eva about the concern that Jim Smith will now start using \$200K as the new "standard" he will be claiming for clients (that's how we got to all of the \$50K "lump sum for therapy" clauses). I will prepare a cover letter to him that says this agreement is to be considered a rare exception and not constituting some new benchmark for settlements. I will run it past Dave Muth and Eva first. I hope to do so on Tuesday. I did not plan on coming in today but yesterday was such a zoo – and I couldn't stay too late because I was taking Bill Kohler out to supper at 6:30 to celebrate his pastorate. We had a great time – he is doing well. But now I want to go home!

-----Original Message-----

From: Diane Knight [mailto:DKnight@ccmke.org]
Sent: Thursday, September 01, 2005 5:09 PM
To: cusackb@archmil.org
Subject: Questions for You

Barbara Anne,

Related to hurricane relief efforts, I received a message from CCUSA this afternoon about a number of things. One of them asks us to send information about church-owned buildings that might be used to temporarily house refugees. So, I have two questions for you, mostly because I don't know who else to go to first:

1. Would "we" consider offering the retreat center here for this purpose? If so, who should be asked, and what would be the decision-making process?
2. Could we send a message out to all parishes asking if they have any such facilities available?
3. Do we have e-mail addresses for the religious order owned facilities in the diocese, so that such a message could also go out to them?
4. A related question that occurs to me is, what about asking parishes to ask their parishioners if any could open their homes to a family, couple or individual?

From the message I received, it seems they are looking to "resettle" people all over the country, due to the high numbers of people who are now homeless.

Diane

5/25/2011

ADOM003601

From: Barbara Anne Cusack [mailto:cusackb@archmil.org]

Sent: Friday, June 16, 2006 9:35 AM

To: 'John Nesseth'

Subject: Mediation

John –

For the mediation on Monday, we have come up with a pretty "standard" offer in the cases. There is the usual \$50,000. Then, given the need for specialized counseling with either a counselor who can sign or an interpreter, \$10,000 per year for three years, the first annual payment to be made a year after the agreement is signed. We do not "track" their use of those funds nor do they have to submit any proof of payments. Again, none is taxable income.

If you have any questions, let me know.

Thanks!

BAC

5/24/2011

ADOM003245

From: Barbara Anne Cusack [mailto:cusackb@archmil.org]
Sent: Tuesday, March 08, 2005 6:52 PM
To: 'Diane Knight'
Subject: RE: Today's Mediatlon

Thanks, Diane. What a tough one! You did great!!!
We can discuss perspective sometime with the attorneys. I don't think we'd arrive at the same conclusions. I just finished writing up the agreement from the other session today and preparing a backgrounder for John for tomorrow. So I will try to get to this agreement tomorrow a.m. I am in meetings here most of the morning and then a SHST Board meeting in the afternoon and flying to D.C. tomorrow night for a meeting Thursday and Friday. I presume Mr. wants the agreement sent to him?
Thanks again!
BAC

-----Original Message-----

From: Diane Knight [mailto:DKnight@ccmke.org]
Sent: Tuesday, March 08, 2005 5:49 PM
To: cusackb@archmil.org
Subject: Today's Mediation

Barbara Anne,

We finally concluded at about 3:45. It was long and tiring, but resolved positively, so it was worth it.

I need to go through some of the process here (and to write it down, so I ensure I am saying things accurately), so please bear with me.

After you left, I made an initial offer of \$50,000 outright settlement and said we could discuss additional needs. In doing so, I went through the spiel re: the voluntary system, the lack of participation of the insurance company(ies), the need to sell real estate, etc. I then left the room, and they caucused, for quite a long time. Sherwood came back, indicating they had gone from \$350,000 to \$290,000. He also indicated that he felt the attorney had raised a couple of really good points that merit our consideration:

1. made the case that the Archdiocese's exposure increased the minute the WI Supreme Court accepted the pending appeal case. He felt that our position on how much we are willing to settle for might well change under the new circumstance of this pending court decision, the idea being that if lawsuits ensue, we could be paying much more than if we increased now.
2. He made the second point that in light of that same case, the insurance carrier(s) might have a different stance at this point. In other words, given the potential for greatly increased risk should be overturned, and lawsuits follow, he feels the insurance carrier(s) might take a different position on their participation now than they did when Archbishop Dolan first decided on doing this voluntary mediation system.

My response to these points was that we might well need to end today's session, because these are issues that probably do need some discussion, and that I was certainly not in a position to respond to them by myself or on the spot. I also indicated that, even if we totally agreed with the points raised, the amount of money we have to

5/25/2011

ADOM003436

work with doesn't change right now.

Sherwood went back to them. They came back saying [redacted] really wanted to settle today and dropping from \$290,000 to \$150,000. I responded by going to \$75,000, figuring I could still fall back on "treatment needs" or ongoing therapy paid by us if need be. I told Sherwood my bottom line would be \$100,000 (which would include money for treatment or other needs, instead of ongoing therapy).

Bottom line is, that's how we ended. We never really discussed our paying for treatment as such, since Chicago is currently paying and apparently will continue. In fact, an additional 25 sessions were just authorized.

Separate from the terms of the agreement, I would think we would want to discuss the two points [redacted] has raised, but that is just my opinion. I guess in retrospect, it is interesting that no one else, at least to my knowledge, has raised these as issues since that appeal case was accepted.

Anyway, here are the terms of the agreement:

1. \$75,000 outright settlement.
2. \$25,000 in consideration of treatment and other needs, given that the abuse occurred over multiple years.
3. A meeting with Archbishop Dolan (which I assume will be arranged by either you or Amy, and that is what I conveyed to him).
4. Assistance in returning to the Church/spiritual direction. What this ultimately will mean is to be worked out with [redacted] presumably by Amy.

[redacted] is fine with having a check directly from the Archdiocese.

Just a few more things that I think may be of help to the Archbishop in meeting with him:

[redacted] has moved a long way in therapy. He stated more than once that he really wants "to be a Christian again." At other times he specifically referred to returning to the Church. He has been helped by Roger Savage. He and his wife (who is Baptist) attend Mass at times in Illinois and at times in Wilmot or where St. Scholastica is. This has been meaningful. However, given various references throughout the conversation, I have the definite impression that he is not "sacramentally" back in the Church, for lack of a better way of putting it. Given the Archbishop's pastoral presence to people, I have a feeling that much might be accomplished there. In fact, I directly suggested that he might want to wait to pursue other parts of spiritual direction/healing (working with Amy) until after he has met with the Archbishop. He agreed with that idea.

I hope all of this makes sense. I will be around much of Weds. (though I need to miss Parish Concerns due to two conflicting meetings) in case you need more clarity from me. So I will be available before 9:40 or so and from probably 2:00 for the rest of the day.

Thanks,
Diane

5/25/2011

ADOM003437

From: Barbara Anne Cusack [mailto:cusackb@archmil.org]
Sent: Tuesday, February 22, 2005 6:53 PM
To: 'Diane Knight'
Subject: RE: Mediation

Thanks, Diane. Yes, this one did have a few twists. I think we can address all of his requests.
BAC

-----Original Message-----

From: Diane Knight [mailto:DKnight@ccmke.org]
Sent: Monday, February 21, 2005 3:00 PM
To: cusackb@archmil.org
Subject: Mediation

Hi Barbara Anne,

I hope you had a great week of vacation. I sure did, but it was a real shocker to get off the plane on Saturday night to snow!

As you know, I had the mediation this morning. [redacted] came to the process with his wife, who happens to be a [redacted] [redacted] as I did for so many years. That had its pluses and its difficulties in the process.

[redacted] grooming and abuse occurred over a four year period, beginning when he was 15. When [redacted] was arrested and charged, [redacted] was interviewed by the police, as well as the individual who made the actual criminal complaint.

[redacted] has not to date been in therapy. He and his wife (who knows him as far back as when the abuse was occurring, but did not know of it at the time) believe strongly that he is entitled to as many years of therapy as are the years since the abuse began....that is, 19 years.

They are wanting to have children, and it is the discussion of that which led to his opening up about what had occurred to him. His starting point was wanting therapy "for the rest of his life." He has had no treatment to date.

As we talked, it became clear that they had calculated out once per week treatment at \$175 per hour for 52 weeks each year for 19 years. They also wanted not to have to deal with the Archdiocese at all. As Sherwood worked back and forth between them and me (more caucusing than I have experienced to date), I told Sherwood I could not go beyond \$100K total. They remained firm in wanting at least \$135K. I remained firm at no more than \$100K. I thought we might be at an impasse, when Sherwood, after talking with them further, came back and said they would take the \$100 (\$50 plus \$50), but with 5 years of as needed treatment, going through our process. I could not see failing the mediation for that, so I agreed to it. It was interesting that in doing so, they next wanted to spell out how many sessions per year that would be and get me to agree to "five years' worth at 40 sessions per year"...their desire, of course, being that this might go beyond five years if fewer than 40 sessions per year were needed. I said that really could not work and that we could not do more

5/25/2011

ADOM003445

than five years, meaning calendar years, with frequency dependent on treatment plan, etc. They finally agreed.

So, bottom line terms of the agreement are:

1. \$50,000 outright settlement
2. \$50,000 lump sum for needed treatment
3. Treatment as needed through our process for the next 5 years (coordinated through Amy Peterson).
4. Opportunity for [redacted] parents to meet with the Archbishop when appropriate and requested. (I need to explain this a little: Part of the therapy work [redacted] needs/wants to do is how to deal with all of this with his parents, who remain pretty much in denial. His siblings know nothing about any of this [redacted] wants to work with his therapist on how to deal with his family, so that "the secret" is out and no longer a secret. He feels strongly that at some point a meeting with the Archbishop will be significant to his parents, but the time is not now for that.)

When the check is sent, [redacted] would like this to come from the Quarles and Brady Trust Account.

There is one last request, not specifically for the agreement. If Quarles will do so, they would like an opinion regarding tax liability of the lump sum payment in the State of [redacted]. I indicated that Quarles may or may not have an office in that state, which might affect their willingness to render such an opinion. I strongly suggested that they have their own legal counsel review the agreement and give such an opinion. They would still like to have one from Quarles, if they will do that.

Finally, Sherwood asked that you e-mail him a copy of the draft agreement, in case they would call him about anything.

I hope this is clear, Barbara Anne. As usual, this presented new "twists" compared to others I have been involved with...

Diane

5/25/2011

ADOM003446

March 10, 2009

Dear Archbishop Dolan,

My parents trusted the Catholic Church,

sexually
assaulted frequently by the Fr. Shouten over a span of five years.

For decades we lived silently with the pain of abuse victims. We suffered depression and other emotional and physical ailments.

In 2004 you announced the Independent Mediation System as a "sincere attempt to do the right thing". Your letter stated "the process attempts to span the chasm that has grown steadily wider between those victims/survivors and the Catholic Church".

came to the church with trust and innocence. We met with Barbara Anne Cusack and finally the silence of suffering was unleashed. She listened stories of the abuse and the profound affect it had

To reach resolution and to ensure the Church's accountability we initially requested one million dollars apiece. Discussion and negotiation ensued. Barbara Anne informed us that the maximum available for the mediation process was \$4.6 million dollars obtained from the sale of properties. We asked several times in the meeting; "Are there any other properties that can be sold?", "Is this the most amount of money that will be available?" We were repeatedly informed that this was the limits of the Church. We signed a mediation agreement based on these statements.

In early 2006 it was announced that the Cousins Center was to be sold. Barbara Anne Cusack and you mediated in California and determined that a portion of the money from the sale would be used in settling abuse claims. I was lied to during mediation. Again I felt manipulated and deceived by the Catholic Church.

I requested a meeting with Barbara Anne. I wanted answers but instead I was greeted with anger. I was told "People are loosing their jobs because of you."

The sale of the Cousins Center is moving forward and you are moving to New York. And I am still looking at the Catholic Church from across a wide chasm.

I would like to meet with you to obtain answers to my questions. Why was I deceived again? What happened to other promises made during mediation; i.e.

I appreciate your attention to this matter and look forward to hearing from you soon,


ARCHDIOCESE OF MILWAUKEE
 OFFICE OF THE ARCHBISHOP

March 27, 2009
 Year of St. Paul

Dear Ms.

Thank you for contacting me and sharing your ongoing pain. I understand that the road to healing is a difficult one.

When I established an initial pool of funds to address some of the needs of those who had been harmed by clergy, I asked for a calculation of the value of all property that was not then in use by the archdiocese. I did not think it was just to hold on to property for potential future use when there were current needs to be met. The amount that was calculated from the potential sale of land and buildings not being used was \$4.5 million dollars. That is how that figure was arrived at in 2004.

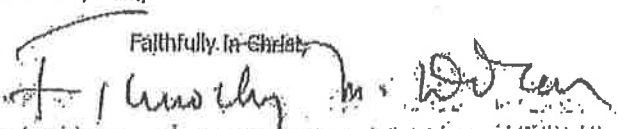
What became apparent later was that this pool of funds would be insufficient to meet all of the needs for victim assistance that were coming forward. I then needed to begin to divest the archdiocese of property that was not for future use but which was currently and actually in use. The court-ordered settlement in California further stretched our ability to meet financial needs. Hence, the painful decision had to be made to sell the Cousins Center as the one major property remaining of any value. Again, it was not a property calculated in the original assets because it was in use.

I have continued to have an open-door policy in responding to requests to meet with me. If such an appointment was requested and not fulfilled, I am sincerely sorry.

Although I see, as I review the original agreement, that reference was made to my doing so as Archbishop of Milwaukee, I would extend that offer to continue even after I leave here.

If you have additional questions or would find a meeting beneficial, please contact my office.

With prayerful best wishes, I am,

Faithfully in Christ

 Most Reverend Timothy M. Dolan
 Archbishop of Milwaukee
 Archbishop-designate of New York

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between _____ of (hereafter "_____") and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

_____ has advised the Archdiocese that he was sexually abused by Lawrence Murphy (hereafter "Murphy"), when _____ was a minor.

_____ and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that _____ has against the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese, arising from any sexual abuse of _____ by Murphy without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of _____ by Murphy.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to arrange a meeting at a mutually agreeable date and place, for [redacted] with Archbishop Dolan when requested by [redacted] through contact with the Victim Assistance Coordinator.

2. The Archdiocese agrees to provide [redacted] with \$60,000. These funds shall be used at [redacted] own discretion. The Archdiocese agrees to provide [redacted] with \$20,000 in August 2007, August 2010, and August 2011 for a total payment of \$120,000. The Archdiocese shall have the right to [redacted] any late payment by making the same within seven (7) business days of written notice from [redacted].

3. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment to [redacted] other than that specifically enumerated above.

4. In return for the payment set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from any assault, injury, whether physical or mental, or any other activities by Murphy.

5. The Archdiocese hereby releases and forever discharges [redacted] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

6. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.

7. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release. Since both sides have had an opportunity to review this instrument with a lawyer of his or its choosing, in the event this instrument needs to be construed, it shall be construed and understood as it is written and without regard or preference as to which party served as the drafter of the same.

7-12-08

Date

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

Date

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between _____ (hereafter _____) and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

_____ has advised the Archdiocese that he was sexually abused by Lawrence Murphy (hereafter "Murphy"), when _____ was a minor.

_____ and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that _____ has against the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese, arising from any sexual abuse of _____ by Murphy without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of _____ by Murphy.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:


02/28/2008 10:00 AM

1. The Archdiocese agrees to provide [redacted] with \$50,000. These funds shall be used at [redacted] own discretion.
2. The Archdiocese agrees to provide [redacted] with \$50,000 for use in ongoing therapy.
3. The Archdiocese also agrees to provide [redacted] with \$10,000 for special past and future needs related to therapy.
4. The Archdiocese agrees to cover the cost of [redacted]'s attendance for one week at the facility known as "The Farm" to facilitate further healing. Arrangements for attendance are to be made by [redacted]'s contact with the Victim Assistance Coordinator of the Archdiocese.
5. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment to [redacted] other than that specifically enumerated above.
6. In return for the payment set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from any assault, injury, whether physical or mental, or any other activity by Murphy.

7. The Archdiocese hereby releases and forever discharges from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

8. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.

9. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release. Since both sides have had an opportunity to review this instrument with a lawyer of his or its choosing, in the event this instrument needs to be construed, it shall be construed and understood as it is written and without regard or preference as to which party served as the drafter of the same:



Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

1-23-06
Date

1-31-06
Date

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "Agreement") is made by and between ; Lawrence Murphy; St. John's School for the Deaf and its affiliated and successor corporations (hereafter "St. John's"); and the Roman Catholic Archdiocese of Milwaukee (hereafter "Archdiocese"), and all of its affiliated entities.

WHEREAS, alleges certain claims against Lawrence Murphy, the Archdiocese, and St. John's, arising from alleged sexual abuse of by Lawrence Murphy commencing in or about the 1960's and continuing for a number of years thereafter; and

WHEREAS, further alleges that the Archdiocese and St. John's may be liable for the actions of Lawrence Murphy that give rise to the alleged claims; and

WHEREAS, Lawrence Murphy, St. John's, and the Archdiocese deny liability for the claims, and there is a dispute between the parties; and

WHEREAS, the parties to this Agreement wish to settle and compromise all claims of against Lawrence Murphy, St. John's, the Roman Catholic Archdiocese of Milwaukee, and all of St. John's and the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes and religious orders, and

any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, arising from the alleged abuse of _____ by Lawrence Murphy without the necessity of formal litigation and expense, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Settlement Agreement, including, but not limited to, any claims for sexual contact or abuse of any nature between Lawrence Murphy and

;

NOW, THEREFORE, in consideration of the mutual promises herein provided and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Lawrence Murphy, St. John's and the Archdiocese jointly agree to pay to _____ the total sum of \$75,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees associated with this settlement.

2. In return for the payment in paragraph 1 above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, _____ agrees to release and forever discharge Lawrence Murphy, St. John's, and the Roman Catholic Archdiocese of Milwaukee, and all of St. John's and the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the

Roman Catholic clergy, and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Settlement Agreement, including without limitation any claim of any nature arising from any assault, injury, whether physical or mental, or any other activity by Lawrence Murphy.

3. St. John's, Lawrence Murphy, and the Archdiocese hereby release and forever discharge from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Settlement Agreement.

4. The claimant agrees that he will not reveal to anyone, other than as may be mutually agreed to in writing, any of the specific terms of this agreement or any of the amounts, numbers or terms and conditions of any sums payable to the claimant hereunder. Claimant hereby understands and agrees that this confidentiality section of the agreement is of paramount importance and that observance of this confidentiality section is of the essence to the agreement achieved between the parties. He agrees to abide by the terms of this confidentiality section as consideration for and as an integral part of the agreement.

5. As a condition precedent to the payment of the sum set out in paragraph 1, . hereby agrees not to disclose to any third-party, including, without limitation, any newspaper, any electronic media, any reporters, and any other individual, or to release for publicity any of the allegations which have been made against Lawrence Murphy, St. John's, and the Archdiocese of Milwaukee, or the terms of this Agreement. The terms of this agreement relating to confidentiality do not apply to any disclosures made to

's therapist, support person (as that term is used in AODA treatment) or close friends or relatives. understands and agrees that the confidentiality and secrecy required in this Agreement are material considerations for the payments to be made pursuant to this Agreement.

6. The parties agree that this agreement is not an admission of liability on the part of any party.

7. DECLARES THAT HE HAS READ THE FOREGOING AGREEMENT, AND FULLY UNDERSTANDS ITS TERMS.

FURTHER DECLARES THAT HE HAS OBTAINED PROFESSIONAL COUNSELING FOR THE INJURIES ALLEGED AND UNDERSTANDS THEIR IMPACT ON HIM; AND DECLARES THAT HE VOLUNTARILY ACCEPTS THE TERMS AND SUM OF MONEY UNDER THIS AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS AS DESCRIBED ABOVE.

8. In witness of this Agreement, we have hereunto set our hands on the dates respectively indicated.

IN PRESENCE OF:

Date: 4/24/96

LAWRENCE MURPHY

IN PRESENCE OF:

By: Lawrence C. Murphy
Date: 5/11/96

Grace Gheffi

ROMAN CATHOLIC ARCHDIOCESE
OF MILWAUKEE

IN PRESENCE OF:

By: Carrol C. Straub
Fr. Carrol C. Straub
Date: 5-6-96

A. Kathleen Schweich

ST. JOHN'S SCHOOL FOR THE
DEAF

IN PRESENCE OF:

By: Pauline Ann Tamm
Date: 5-1-96

A. Kathleen Schweich

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between _____ (hereafter "_____") and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

_____ has advised the Archdiocese that he was sexually abused by Sigfried Widera (hereafter "Widera"), a former priest of the Archdiocese, when _____ was a minor.

_____ and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that _____ has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and any person or entity affiliated with the Archdiocese, arising from the sexual abuse of _____ by Widera without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of _____ by Widera.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide _____ with \$50,000. These funds shall be used at _____'s own discretion.

2. Beginning in the year 2007 and for five years, within thirty (30) days of the anniversary of the signing of this agreement, the Archdiocese will provide _____ with a sum of \$10,000. All obligations under this provision shall end with the fifth payment of \$10,000. The total amount to be paid under this provision is \$50,000. In the event that timely payment is not made to _____ of each annual payment, _____ shall provide formal notice to the current Chancellor of the Archdiocese of noncompliance, and the Archdiocese shall have twenty-one (21) business days for forward payment. Payment is deemed tender upon mailing.

3. The Archdiocese agrees to provide payment not covered by insurance for the professional services of a counselor, psychologist, psychiatrist and/or other mental health provider as deemed necessary and appropriate for _____. The Archdiocese shall make payments to the counselor for reasonable costs, billed at the counselor's usual and customary rate. Notwithstanding any other provision in this Agreement, the Archdiocese's therapy payments owed under this provision shall be based upon treatment plans submitted by each individual and his/her counselor. This payment and reimbursement is limited to medication and therapy expenses relating to injuries suffered as a result of the sexual abuse of _____ by Widera.

4. If _____ desires a meeting with the Archbishop of Milwaukee at some time in the future, he will contact the Victim Assistance Coordinator for the Archdiocese of Milwaukee who will assist with scheduling such a meeting.

5. _____ and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to _____ other than that specifically enumerated in these paragraphs.

6. In return for the payments set out above, and for the mutual promises contained herein, _____ releases and forever discharges the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools and any person or entity affiliated with the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement; including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Widera.

7. The Archdiocese hereby releases and forever discharges _____ from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

8. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.

9. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

Date

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

Date

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between (hereafter) and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes, including, without limitation, St. Joseph Congregation and its successors in Milwaukee, WI (hereafter "Archdiocese").

has brought to the attention of the Archdiocese that she was sexually abused by Clarence Schouten (hereafter "Schouten"), a priest of the Archdiocese, when was a minor.

and the Archdiocese entered into mediation to achieve reconciliation and restoration, to help repair the harm to to address issues of concern to about prevention of sexual abuse of minors in the future and reformation of Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that has against the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese, arising from the sexual abuse of by Schouten without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of (by Schouten.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide _____ with \$50,000. These funds shall be used at _____ own discretion.

2. In lieu of an ongoing commitment to provide reimbursement for future therapy costs, the Archdiocese agrees to provide _____ with an additional payment of \$50,000 to be used for any future therapy expenses sought by _____ in her discretion.

3. The Archdiocese further agrees to pay _____ \$5,000 per year for five years. _____ The first such payment shall be made by August 13, 2004 and continue each August 13 until the year 2008 at which time any and all payments under this provision shall cease.

5. Upon written request by _____, supplying all relevant contact information, the Archdiocese agrees that Archbishop Timothy M. Dolan, as long as he remains Archbishop

of Milwaukee, will send a letter requesting special consideration for [redacted] and/or her children to the high school, college or university named in the request. The provision of any admissions, scholarships, grants, or other considerations remains the prerogative of the school, college or university and neither the Archdiocese nor Archbishop Dolan shall be held liable should those institutions not be forthcoming with financial assistance.

6. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment to [redacted] other than that specifically enumerated above.

7. In return for the payment set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders, including, without limitation, St. Joseph Congregation and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that she may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Schouten.

8. The Archdiocese hereby releases and forever discharges [redacted] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

9. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.

10. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer, and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

8/16/04

Date

Barbara Anne Cusack
 Archdiocese of Milwaukee
 by: Dr. Barbara Anne Cusack

8-20-04
 Date


ARCHDIOCESE OF MILWAUKEE
OFFICE OF THE ARCHBISHOP

June 4, 2007

His Eminence, Claudio Cardinal Hummes, O.F.M., Prefect
Congregation for the Clergy
Piazza Pio XII 3
00193 Rome, Italy

Your Eminence:

As Archbishop of the Archdiocese of Milwaukee, Wisconsin, U.S.A., I respectfully request permission to proceed with the alienation of property owned by this same Archdiocese. The alienation will involve the transfer of assets from the patrimony of the Archdiocese of Milwaukee to a separate juridic person, an autonomous pious foundation known as The Archdiocese of Milwaukee Catholic Cemetery Perpetual Care Trust.

The Trust was established by my decree on May 4, 2007 after a number of years of extensive study and consultation. Both the College of Consultors and the Finance Council gave their approval to the establishment of this Trust. Copies of the establishment decree and the statutes governing the Trust are enclosed. A separate civil trust will also be established in accord with the laws of the State of Wisconsin.

Having reviewed the financial condition of the Archdiocese of Milwaukee and studied the funds which are part of its patrimony, I am in a position to present for consideration the transfer of some restricted diocesan assets to this Trust. The specific fund to be transferred is that which covers the perpetual care needs of the Catholic cemeteries owned and operated by the Archdiocese of Milwaukee. The transfer of these assets to the Trust would bring with it the transfer of this same obligation and restriction. By transferring these assets to the Trust, I foresee an improved protection of these funds from any legal claim and liability. A careful analysis by experts has concluded that the funds currently held for perpetual care needs are sufficient for the long-term use by the Catholic cemeteries. The value of the fund to be transferred was \$56,943,983.35 as of December 31, 2006.

Consent to this transfer of assets has been obtained from the Archdiocesan Finance Council and the Archdiocesan College of Consultors. Minutes attesting to their action are also enclosed.

3501 South Lake Drive, P.O. Box 070912, Milwaukee, WI 53207-0912
PHONE: (414)769-3497 • WEB SITE: www.archmil.org

Ex. 73

ADOM112303

p. 2

His Eminence, Claudio Cardinal Hummes, O.F.M.
The Congregation for Clergy

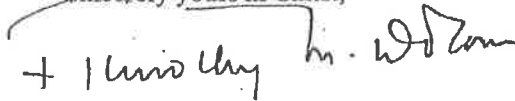
The Congregation for Education granted a previous permission for an act of extraordinary administration in relation to St. Francis Seminary in 1988 (Protocol no. 747/88/4). Four permissions for alienation by the Archdiocese of Milwaukee have been granted by the Congregation for Clergy in recent years: St. Aemilian Home (Protocol no. 185669/III), Catholic Memorial High School (Protocol no. 190062/III), St. John School for the Deaf (Protocol no. 190072/III), St. Charles Boys' Home (Protocol Number 186280/III). An additional permission for alienation involving debt forgiveness for St. Francis Seminary was granted by the Congregation (Protocol no. 20010143). Most recently, a canon 1295 transaction involving Pius XI High School was granted by the Congregation in December 2003 (Prot. No. 20032461).

A copy of the most recent financial statement for the Archdiocese of Milwaukee is also enclosed.

Thank you for your consideration of this request. If there is additional information which you need, please do not hesitate to contact me.

With prayerful best wishes and sentiments of esteem, I remain,

Sincerely yours in Christ,

A handwritten signature in black ink, appearing to read "Timothy M. Dolan". The signature is written in a cursive style and is positioned below the typed name.

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee

ADOM112304



CONGREGATIO
PRO CLERICIS

Vatican City, 18th July 2007.

Prot. N. 20071627

The Most Rev. Timothy M. Dolan
Archbishop of Milwaukee
3501 South Lake Drive
P.O. Box 070912
Milwaukee, WI 53207-0912
U.S.A.

Your Excellency,

Regarding your letter dated 4th June 2007, this Congregation can now provide the requested *nihil obstat*.

The *taxa* for this *nihil obstat* is (\$100) US Dollars, this should be paid by check, made payable to the **Congregation for the Clergy** and sent to the aforementioned Congregation at 00120 Vatican City State.

Alternatively, payment can be made by bank transfer to: c/c 001-1-975000, SWIFT CHASU33, at Chase Manhattan Bank, 1 Chase Manhattan Plaza, New York, NY 10081, in favor of the *Istituto per le Opere di Religione*, the beneficiary being the **Congregation for the Clergy (N. 27357008)**, remembering to specify the protocol number N. 20071627 in this transaction.

I take this opportunity to renew my sentiments of esteem and with every best wish, I remain,

Sincerely yours in Christ,

Cláudio Cardinal Hummes
Prefect

Mauro Piacenza
Titular Archbishop of Vittoriana
Secretary

(This present administrative act does not indicate that the Holy See has ownership of the goods involved, but rather expresses its responsibility to supervise and oversee the proper functioning of the economic administration of the Church.)

**Archdiocese of Milwaukee
Finance Council
Minutes of March 7, 2003 Meeting**

Present: Archbishop Dolan, Bishop Sklba, Mark Doll, Patricia O'Donoghue, Rev. Phil Reifenberg, Wayne A. Schneider, Sr. Janet Senderak, SSND, Joseph Terrian, Rev. Donald Thimm

Excused: Thomas Bausch, T. Michael Bolger, Joan Braun

Recording Secretary: Kim Stollenwerk

The Archbishop noted that the Catholic Stewardship Appeal (CSA) has exceeded its goal of \$7 million in collected funds. Also, there has been much positive feedback on the financial statement package that went out to all registered Catholics in the diocese. Wayne said that he received only 6 phone calls and letters with questions. The Question and Answer section on the statements seems to have answered most everyone's questions and concerns.

Cathedral Project – Women's Assessment Center

A single gift of \$115,000 was received. Some major donors may be on the horizon. The building project is going well and is on schedule to be completed by the deadline.

Capital Campaign

The Archbishop has been advised by some people to have a capital campaign sooner, rather than later. He is somewhat reluctant to start a campaign while he is still considered a newcomer. He will make a decision after September 1, when he has been here a full year. The last capital campaign for the Archdiocese of Milwaukee fell far short of expectations. Most of the funds received in that campaign were earmarked for specific needs, and very little was left unrestricted for general use by the diocese. The Archdiocese of Milwaukee does not have an endowment and a capital campaign may be the vehicle needed to start one. The primary focus of the campaign, as the Archbishop sees it now, would be Education (tuition assistance and teacher salaries), charity and an endowment fund.

Cemeteries

Several cemetery employees sent a packet to Human Resources raising issues such as employee conduct and complaint calls on the condition of the cemeteries. The "new" management has been in place for 6 years and began enforcing the rules on flowers and decorations at that time. Admittedly, the enforcement was not handled properly, however, it seems that this has resolved for the most part. Most of the issues that now remain are internal employee/management problems. The Archbishop has received calls from pastors who have heard complaints from parishioners and funeral directors. Joe Sankovich is a consultant working with us to alleviate these problems. The cost of this consultation is \$40,000. He has been in our offices for the past two weeks. Wayne and other Archdiocesan officials have some concerns about his objectivity in these matters. The cemetery division is our largest remote staffing area. They have probably not been given adequate oversight from a management perspective. The cemeteries are not separately incorporated; they are part of the Archdiocese of Milwaukee corporation. They are under

ADOM006289

the Office of Finance and Administration, which is common for most of the other dioceses in the country. Some discussion on cemeteries followed. It was noted that the sales staff, Ministers of Consolation, are paid on a commission basis. It was questioned whether or not they are being compassionate and effective. It was also questioned as to whether Joe Sankovich is speaking with funeral directors. It was suggested that an advisory council be established, consisting of pastors, funeral directors and other appropriate outside members. It is expected that Joe Sankovich will make this same recommendation.

California lawsuit – Siegfried Widera

This lawsuit was filed against the Archdiocese of Milwaukee and the Diocese of Orange in California alleging abuse 30+ years ago. So far, only one case has been filed, but we are anticipating three or four more. The costs may be as high as \$400,000 per victim. There will be some insurance coverage, however it will take a long time to recover. The insurance companies argue that the Archdiocese was negligent and therefore coverage does not apply. Results of the psychiatric evaluations of the victim have not yet been received. Archbishop Cousins sent a letter to the Diocese of Orange outlining the problems with Fr. Widera.

Pastoral Mediation

Our care for victims goes beyond the law. We provide care/therapy even if the statute of limitations has passed and the victims are unable to take legal action. Restorative justice makes reparations for lost jobs, education, etc. due to the depression and other psychological effects of abuse. This is a process done without an attorney for either side. Currently, Marquette University has a mediation program in place. Also, Barbara Anne Cusack, Chancellor of the Archdiocese of Milwaukee, has done research in this area. Several victims have come forward and think pastoral mediation sounds helpful. Pastoral mediation has been in place for many years now, however it has not had a formal edict. The maximum settlement amount is \$30,000 per victim. This amount is a goal and is not concrete.

The Finance Council believes this is a step in the right direction. There could be hundred of legitimate victims asking for \$30,000 each. Since this cannot be taken from CSA, how would this be funded? If the costs become too great, they would have to be borrowed. A loan would be internal and probably would come from the Income Care Fund. It would be hoped that some funding would come from the insurance and would help repay the loan. The worst-case scenario would force the Archdiocese to liquidate property. If Wisconsin takes the same approach as California and offers a one-year reprieve on the statute of limitations, then more drastic action would need to be taken. This could result in program cuts, seminary cuts, etc.

Currently, we are working on setting up a Trust Fund to shelter the Parish Deposit Fund.

Budget

The net deficit of the proposed budgets submitted is \$1.7 million. The Cabinet has been and will continue to meet to discuss and revise the budget. Many options have surfaced, such as sharing of staff (some offices are already doing this), reducing the contribution to the priests' pension plan, capping salary increases, increasing the percentage of health

insurance premiums shared by employees, reduce the office cleaning services. Some of the options are drastic and may not be feasible at this time. St. Francis Seminary must be made aware of our predicament and be willing to share in budget cuts. Since parishes have already completed their budgeting processes, we would not be able to increase parish assessments for the coming year. Finance Council approval would be needed to eliminate the 8% cap in increases in assessments or imposing a 10% penalty for failure of a parish to report their financial statements. Another option may be to reduce or eliminate the subsidized lunch program for employees.

Currently unassignable priests are receiving full salaries and are budgeted under the Vicar for Clergy. There is a proposal to reduce their benefit to be the same as the current pension benefit, \$1,250 per month and also offer \$20,000 for laicization (\$10,000 at the start and \$10,000 at the completion of the process). Also, they remain on our health insurance until they find other employment. The final effect of all this is not known at this time and it may be a wash with the current budget.

What would be the impact of reduced services and programs? Parishes need to be made aware of those reductions as soon as possible. What effect would an increased parish assessment have on the CSA contributions? It is felt that increasing the assessment would be just. We currently have a 4% assessment – the lowest in the country.

The planning process will take place after the budget is finalized. The purpose of this process is to re-evaluate the central offices and their effectiveness on parishes and programs. The committee will include outside people as well as a few internal people.

Respectfully submitted,
Kim Stollenwerk

ADOM006287



June 21, 1995

The Reverend Daniel Budzynski
[REDACTED]
St. Francis, Wisconsin 53235-3707

Dear Dan,

Sorry for the abrupt letter that you received, but it was necessary for me to act consistently and clearly.

For your own sake, Dan, please understand that any public ministry on your part exposes you, the priesthood, and the diocese to much negative publicity. The network of victims is well organized and any public ministry becomes the occasion for renewed anger and threats. I wish I could be more "generous", but I simply cannot be. The exposure is too great and the possible consequences too devastating.

Thanks for the prayers.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

Copies to: Father Carol Straub
Bishop Sklba
Barbara Anne

ARCHDIOCESE OF MILWAUKEE
OFFICE OF THE ARCHBISHOP

May 7, 2001

Reverend Daniel A. Budzynski

St. Francis WI 53235-3707

CONFIDENTIAL

Dear Dan,

Your letter has been sitting on my desk for two weeks now. Sorry for the delay. I read it carefully several times. First of all, I want to encourage you to continue the sobriety program. You have done so well on it.

The serious difficulties of the past never surfaced in the public forum nor were brought to any legal authorities, but they still could well surface. I see no reason to take those risks for yourself or for the Church. Public ministry it seems to me is still not an option for you.

Among the situations you mentioned, I do not see how the weddings are possible. I would permit the concelebrating of your 45th anniversary of Ordination on May 30/31.

Sorry, Dan, but prudence tells me it is best to hold to the status quo.

Peace and blessings.

Sincerely yours in the Lord,



Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

CC: Bishop Richard J. Skiba
Vicar for Clergy Personnel
Chancery



OFFICE OF THE ARCHBISHOP

MAY 30 1995

May 25, 1995

Reverend Jerome E. Lanser
[Redacted]
South Milwaukee, WI 53172-2637

Dear Father Lanser,

As you are aware I must frequently review the situation of priests who have had allegations of misconduct placed against them. You know of my comments at the Spring Assembly for Priests where I indicated that accused priests may have to have some restrictions placed on the ministry they can offer. My concern is both to ensure that the integrity of the priesthood is upheld and to protect the diocese from any allegations of improper monitoring which might place persons at risk.

I have pondered how best to proceed with status and exercise of ministry responsibility toward the your individual rights.

and both my and respect for

Given the serious nature of seriousness of violations al some necessary and prudent p ultimately a pastoral measure all involved.

Jerome Lanser

acy, as well as the y you, I find that . This decision is and reputations of

Therefore, I am enclosing a document which specifically details any ministerial restrictions which are to be observed by you.

I know that I can count on your cooperation and obedience in this matter.

Sincerely yours in Christ,

+ Rembert G. Weakland

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

Jerry,
I feel this is necessary at this
time to avoid scandal of any sort.
Peace!

3501 South Lake Drive, P.O. Box 07912
Milwaukee, WI 53207-0912 • (414)769-3497

Ex. 78

ADOM017450

ARCHDIOCESE OF MILWAUKEE
OFFICE OF THE ARCHBISHOP

June 21, 1995

Reverend Eldred Lesniewski



St. Francis, Wisconsin 53235

Dear Fr. Eldred,

I am responding to your letter of early June. I am sorry that my letter came without previous discussion, but it was necessary for me to act quickly and consistently for the good of all.

It is so important, Eldred, that you observe the restrictions as stated in my letter. I do not want to make exceptions, especially for Polish Fest, the Notre Dame High School Mass, and the other ministries you outlined. Every time you appear in public this way at the altar, Eldred, you risk stirring up people who have brought allegations. The network of such victims is enormous and very aggressive. You risk much unfortunate bad publicity against yourself, the priesthood, and the diocese.

I hope you can understand that such risks should not be taken. Peace.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

copies to:
- Jella
- Carol S.
- BAC

3501 South Lake Drive, P.O. Box 07912
Milwaukee, WI 53207-0912 • (414)769-3497

Ex. 79

ADOM017181

ARCHDIOCESE
OF MILWAUKEE

1501 SOUTH LAKE DRIVE • P.O. Box 07912 • MILWAUKEE, WISCONSIN 53207-0912 • PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP



JUL 11 1995

June 19, 1995

Rev. Daniel J. Massie
Blessed Trinity Parish

████████████████████
Milwaukee, Wisconsin 53209

Dear Father Massie,

It is with a sense of joy in our shared faith that I ask you to become an Associate Pastor at St. Aloysius Parish, West Allis. Following the recommendation of the Personnel Board, I am happy to entrust the faithful of St. Aloysius Parish to your priestly care in collaboration with the Pastor, Father Mark Stangel, effective June 20, 1995. This appointment is for up to six years after which time it will be reviewed for possible extension.

As Associate Pastor, you are called upon to serve the needs of God's people so that they can take their rightful place as baptized Catholics in their own Faith-community and in society. Your mission, like my own, is one of teaching and sanctifying, and of administrating those areas delegated to you by the Pastor, Father Stangel. You are also asked to collaborate with the Parish Council and those organizations designated to work with you. Also, I trust that you will work diligently with the priests in your district and enter fully into the current Archdiocesan Parish Planning, "Walking Together: Collaborating for the Future".

It is a privilege to share my ministry with you. May God's blessings fill your life.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

Ex. 80

ADOM018266


ARCHDIOCESE OF MILWAUKEE
OFFICE OF THE ARCHBISHOP

September 6, 2005

Archbishop Angelo Amato, SDB
Congregation for the Doctrine of the Faith
Piazza del S. Uffizio 11
00193 Rome, Italy

Your Excellency:

Currently pending before the Congregation for the Doctrine of the Faith is the petition for laicization from Reverend John A. O'Brien of the Archdiocese of Milwaukee sent to the Apostolic Nuncio on November 29, 2004. As you are aware from the supporting documentation, Father O'Brien was criminally convicted and placed on 18 months probation. That probationary period has expired but civil authorities have continued to express concerns about his activities. We have attempted to keep him in a monitoring program. There have been two recent developments in this case that should be brought to your attention.

On August 19, 2005, Deacon David Zimprich, coordinator of the monitoring program, was contacted by a Probation and Parole Agent from the State of Wisconsin, Barbara Kode-Braun. She asked to send him information about recent developments involving Father O'Brien. That information arrived on August 22, 2005. It included a police report from 2001 in which an additional allegation of sexual abuse of a minor by Father O'Brien was made. This case involves an adolescent [REDACTED] whom Father O'Brien met while serving at St. Mary Springs High School in Fond du Lac, Wisconsin. The sexual contact was reported as beginning when [REDACTED] was 14 and continuing until he turned 18. The materials received from the Probation and Parole Agent are enclosed.

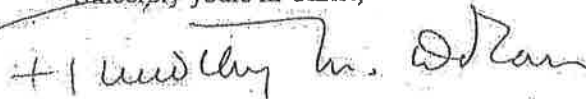
Deacon Zimprich followed up with an interview with [REDACTED]. In the course of that interview it came to light that Father O'Brien had been maintaining contact with [REDACTED] in a manner that could be construed as intrusive and controlling. Especially troubling was the report that Father O'Brien has been observed on a number of occasions in the local library with adolescent boys. A copy of the interview report is also enclosed.

Obviously efforts at monitoring him are not successful. We are currently pondering the wisdom of relocating him to the archdiocesan pastoral center in the retired priests' wing. However, if he does not comply with the request, we have no means of forcing such relocation.

The potential for great scandal exists. If Father O'Brien, while still in the clerical state, makes any inappropriate advances on any of these adolescent boys in whose company he has been observed, the outcry will be huge. The scandal lies not in the laicization but in the perception that the Church has not acted expeditiously enough, knowing the multiple reports of abuse. Given the number of years he spent at the high school, there remains the distinct possibility that yet more victims will come forward. Therefore, I humbly request that his petition for laicization be expedited.

Thank you for your consideration of this matter. With sentiments of esteem and prayerful best wishes, I am,

Sincerely yours in Christ,

A handwritten signature in cursive script, appearing to read "Timothy M. Dolan". The signature is written in dark ink and is positioned below the typed name.

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee



CONGREGATIO
PRO DOCTRINA FIDEI

00120 Città del Vaticano,
Palazzo del S. Uffizio

4 January 2006

PROT. N. 394/03-22223
(In responsione fiat mentio huius numeri)

CONFIDENTIAL

Your Excellency,

The Congregation for the Doctrine of the Faith has received the documentation you sent regarding the Reverend John A. O'BRIEN, a priest of your Archdiocese, accused of the sexual abuse of minors, who has asked from the Holy Father the grace of dispensation from all the obligations of the priesthood, including the obligation of celibacy.

After having carefully examined the present case, I wish to inform you that this Dicastery is positively disposed towards the request made by Rev. O'Brien. However, such petition, in a form as is enclosed in the documentation Your Excellency sent to this Dicastery, cannot be forward to the Holy Father for his decision. The petition addressed to the Holy Father should contain at least an admission of guilt and a sincere expression of remorse. The impossibility to return to active ministry because of the cleric's offences is not in itself a sufficient reason. Your Excellency is therefore kindly requested to invite the Rev. O'Brien to write a petition which will contain the above-mentioned elements.

Awaiting the courtesy of your reply, with prayerful support and best wishes, I remain

Yours sincerely in Christ,

✠ Angelo AMATO, SDB
Titular Archbishop of Sila
Secretary

His Excellency
The Most Reverend Timothy M. DOLAN
Archbishop of Milwaukee
Office of the Archbishop
3501 South Lake Drive
Milwaukee, WI 53207-0912, USA.

Ex. 82

ADOM019899



April 19, 1999

Reverend Thomas Trepanier
St. Sylvester Parish
[REDACTED]
South Milwaukee WI 53172

Dear Tom,

Thanks for your second letter of April 10. I received it last week; and I have in front of me your letter of March 29, as well. I will be answering both of them with this letter. It is indeed time we sat down and talked. I will ask Len to set up that appointment for this week.

First of all, I want you to know that your letter of April 10 will certainly be put in your file; and it is important that it be placed there for any future reference and to balance the document from [REDACTED]. Since we did not proceed in our usual fashion when the allegations were first made, you are right that we have not given you the chance to rebut his comments or allegations. If we had gone ahead as usual, you would have had that chance at once. I understand your reluctance at that time to cooperate, but it also made any rebuttal on your part impossible. It is good to have the document now.

The report of [REDACTED] is a statement of how he remembers the events. We have not taken steps to corroborate them or not. You have every right to deny them, but they have stood there unsubstantiated because we did not proceed as we usually do in such cases. I do not believe it will be helpful for you now to blame Dr. Plasecki, or anyone else for that matter. You know more psychology than I do and know that finding a scapegoat is not helpful. If it seems necessary to make a complete investigation, then I will do so regardless of the costs to your reputation. I wanted to avoid having to broaden this inquiry and resent your stating that it has been unjust. Some might say the opposite, namely, that we acted too leniently with you by leaving you in your position as pastor of St. Sylvester and not pursuing at once the course of investigation that we normally do. We wanted to do as you requested in permitting you to stay on till spring at St. Sylvester to save as much as possible any harm to your reputation.

As far as I can see, I believe we have done the best possible for you, Tom, under the circumstances, giving you the time to sort it all out with competent psychological help. I hope that has been beneficial for you. As it stands, we have to look at what options are open at this point. I know how difficult it is for you to have to face realistically the situation in which you find yourself, but remember also the limits being placed on all of us who are trying to act responsibly with very little to go on.



April 19, 1999

Reverend Thomas Trepanier
St. Sylvester Parish

-2

I can see much bitterness in your letter, Tom. That will do you more harm than good. I hope that you can find some sort of serenity as you try to sort out your future. In my previous letter I pointed out that I cannot just ignore the whole situation and hope that it will go away. You have been fortunate that nothing has reached the press, and I hope that nothing does.

We can talk about particulars when we meet. I hope all will go well for you.

Peace.

Sincerely yours in the Lord,

R. Weakland

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

January 15, 2008

Prot. No. CDF 406-04 -- 19047

Most Reverend Angelo Amato, SDB
Congregation for the Doctrine of the Faith
00120 Citta del Vaticano
Palazzo del S. Uffizio

Your Excellency,

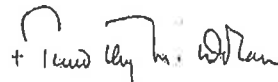
With regard to the above-captioned case, I have pondered long and hard about your suggestion that we impose a ten-year precept on Reverend Thomas Trepanier and then consider his return to ministry. I respectfully submit that such a resolution is not tenable. Ten years will not eradicate the facts in this matter; Father Trepanier sexually abused a minor and can never, therefore, function as a priest again. There is no such thing as a "safe" ministry when his background is publicly known by his own admissions.

I respectfully implore you to reconsider and confirm the results of the administrative process that was conducted here and grant the administrative laicization. This was a decision reached only after serious deliberation with some of my most trusted canonical consultants. There is currently pending civil legislation in Wisconsin attempting to abolish the statute of limitations on sexual assault retroactively. Such legislation would seriously compromise the Archdiocese's ability to exercise its mission. The more we can demonstrate our seriousness about purifying the priesthood as the Holy Father has implored us to do, the more we can speak credibly about the adverse effects of such legislation. Our critics challenge us on the fact that known abusers have still not been laicized. If word got out that the Holy See had left the door open for a reconsideration of Father Trepanier's case in ten years, our credibility would be seriously damaged.

Thank you for your reconsideration of this case.

With sentiments of esteem, I am,

Sincerely yours in Christ,



Most Reverend Timothy M. Dolan
Archbishop of Milwaukee

Ex. 84
ADOM046674

CONGREGATIO
PRO DOCTRINA FIDEI

00120 Città del Vaticano,
Palazzo del S. Uffizio

- 8 April 2009

Prot. N. 406/2004 - 29281
(In responsione fiat mentio bñis numeri)

CONFIDENTIAL

Your Excellency,

The Congregation for the Doctrine of the Faith has received your correspondence of 15 January 2008 and 16 March 2009, in regard to the case of Reverend Thomas A. TREPANIER, a priest of your Archdiocese accused of the sexual abuse of a minor. Your Excellency has asked the Congregation to reconsider the decision communicated to you in our letter of 2 August 2006 (Prot.N. 406/2004 - 23872).

After a careful reconsideration of the facts in this case, the judgment of the Congregation remains *in decisis*. As communicated in our earlier correspondence, while the gravity of the cleric's behavior is manifest, this case does not involve a *delictum gravius*, because the victim was over the age of 16 at the time the immoral acts occurred. This does not lessen the culpability of Rev. Trepanier, nor your Excellency's need to seek an appropriate solution.

Therefore, the Congregation suggests that Your Excellency apply the provisions of the *Essential Norms*, n. 9, and can. 223 §2 *CIC*, prohibiting any public ministry, for an indeterminate time, rather than for a specific number of years. The law does not permit the imposition of a perpetual penalty in this case. The solution suggested protects minors, the good of the Church and the credibility of the Archdiocese in dealing with these scandalous cases of sexual abuse. At the same time, it reflects the fact that the Church must be seen as administering the law with justice and equity.

Grateful for your vigilance in these difficult matters, with prayerful support and fraternal best wishes, I remain

Yours sincerely in Christ,

✠ Luis F. LADARIA, S.J.
Titular Archbishop of Thibica
Secretary

His Excellency
Most Rev. Timothy M. DOLAN
Archdiocese of Milwaukee
3501 South Lake Drive
Milwaukee, WI 53207-0912
UNITED STATES OF AMERICA

Ex. 85

ADOM046686

September 14, 2005

Archbishop Angelo Amato, SDB
Congregation for the Doctrine of the Faith
Piazza del S. Uffizio 11
00193 Rome, Italy

Your Excellency:

In accord with the norms of *Sacramentorum sanctitatis tutela*, I am submitting for your consideration the case of a priest of the Archdiocese of Milwaukee. Reverend John C. Wagner has been accused of sexual abuse of minors. The summary of these allegations is enclosed. Father Wagner has admitted that some acts of sexual assault occurred but denies others.

Over the years, efforts were made to provide spiritual and psychological interventions that would rehabilitate Father Wagner. Although he was in therapy for the admitted behaviors and even went so far as to make a recommitment to celibacy before two auxiliary bishops and his therapist, he continued to re-offend. He has been without any assignment and under precept not to exercise ministry for the last ten years. With our current understanding of the nature of his condition, it is clear that he will never be able to assume any public ministry. He has cooperated with the precepts placed upon him regarding no exercise of ministry. However, from the latest report we have received, he has not been in compliance with the order to have no unsupervised contact with minors. With this latest revelation that the teenaged nephew of [REDACTED] has been spending time with Wagner at his residence for the last few years, concerns are raised anew. It is impossible to provide the level of monitoring that would seem to be required in this case. Father Wagner will not move to a supervised residency. Therefore, the liability for the Archdiocese is great as is the potential for scandal if it appears that no definitive action has been taken.

As we have reviewed the various files and heard reports from victims, it is clear that he consistently abused his office both to gain access to vulnerable adolescents, male and female indiscriminately, and to elicit the trust of their parents. Both in his parochial assignments and in his campus ministry positions, he found opportunities to abuse his office in a flagrant and repetitive fashion. He has exhibited no remorse for these serious offences. His only concern has been his financial status. It was on the basis of finances that the canonical procedures in 1995 were abandoned.

The impact on his various victims has been significant. The Archdiocese of Milwaukee has yet to even locate all of the potential victims that could come forward for assistance. Our new found awareness of the severity of damage caused by sexual abuse at the hands of clergy makes it impossible for us to ignore this situation or allow any longer the unresolved nature of this case.

Ex. 86

ADOM040053

Given the nature and frequency of the alleged and admitted sexual abuse, along with the serious abuse of office, I have pondered long and hard to arrive at an opinion about the most appropriate action to be taken. In order that justice may be made manifest and healing of the victims and the Church may proceed, I am asking that Reverend John C. Wagner be dismissed *ex officio* from the clerical state. Whatever financial needs he may have can be provided for from a fund that can be set up for him until he is eligible for a pension.

If the judgement of Your Eminence is that this case should proceed to a dismissal by decree of your Congregation, I would cede to that judgement. The severity of the offenses is such that it is my opinion that these requests are justified.

I look forward to your further instructions in this matter.

With sentiments of deepest esteem and prayerful best wishes, I am,

Sincerely yours in Christ,

A handwritten signature in cursive script, reading "Timothy M. Dolan", preceded by a small cross symbol.

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee



CONGREGATIO
PRO DOCTRINA FIDEI

00120 Città del Vaticano,
Palazzo del S. Uffizio

10 July 2006

PROT. N. 257/05-23442
(In response fiat mentio huius numeri)

CONFIDENTIAL

Your Excellency,

I write regarding the case of the Reverend John C. WAGNER, a priest of your Archdiocese who has been accused of the sexual abuse of minors and concerning whom Your Excellency has requested dismissal from the clerical state *ex officio*.

As Your Excellency is aware, this Dicastery, following an initial examination of the case, does not excluded the possibility of presenting your request to the Holy Father. However, before proceeding to a final decision in this case, this Congregation asked Your Excellency in its letter dated 28 February 2006 for more information regarding the cleric's case, especially concerning the acts of the preliminary investigation and also whether the cleric was willing to request freely a dispensation from the obligations of priesthood including celibacy. To date this additional documentation has not been received at this Dicastery.

For these reasons, we kindly ask that Your Excellency assist us by supplying all the relevant documentation relating to the case either in original or in authentic copy.

If the cleric should decide to seek laicization, he is to be informed that the petition addressed to the Holy Father be formulated in such a way that it contain an admission of the acts perpetrated and include an expression of his sincere remorse.

Awaiting the courtesy of your reply, with prayerful support and best wishes, I remain

Yours sincerely in Christ,

✠ Angelo AMATO, SDB
Titular Archbishop of Sila
Secretary

(Enclosure)

His Excellency
The Most Reverend Timothy M. DOLAN
Archbishop of Milwaukee
3501 South Lake Drive
Milwaukee, WI 53207-0912, USA.

Ex. 87

ADOM040064

January 15, 2008

Most Reverend Angelo Amato, SDB
Congregation for the Doctrine of the Faith
Piazza del S. Uffizio 11
00193 Rome, Italy

Your Excellency:

In accord with the norms of *Sacramentorum sanctitatis tutela*, I am submitting once again for your consideration the case of a priest of the Archdiocese of Milwaukee, Reverend John C. Wagner, who has been accused of multiple counts of sexual abuse of minors. The summary of these allegations is enclosed. The chart is highlighted with updated portions showing that additional concerns have arisen. Father Wagner has admitted that some acts of sexual assault occurred but denies others. He has now cut off all contact with representatives of the Archdiocese so we have no way of confronting him on these additional reports, especially the extremely disturbing one that he may still be in contact with teenage boys. Therefore, the liability for the Archdiocese is great, as is the potential for scandal if it appears that no definitive action has been taken. Pending state legislation to abolish retroactively the statute of limitations will gain more supporters if it appears we are letting these pending cases languish.

As we have reviewed the various files and heard reports from victims, it is clear that he consistently abused his office both to gain access to vulnerable adolescents, male and female indiscriminately, and to elicit the trust of their parents. Both in his parochial assignments and in his campus ministry positions, he found opportunities to abuse his office in a flagrant and repetitive fashion. He has exhibited no remorse for these serious offences. His only concern has been his financial status. It was on the basis of finances that the canonical procedures in 1995 were abandoned.

The impact on his various victims has been significant. The Archdiocese of Milwaukee has yet to even locate all of the potential victims that could come forward for assistance. Our new found awareness of the severity of damage caused by sexual abuse at the hands of clergy makes it impossible for us to ignore this situation or allow any longer the unresolved nature of this case.

Ex. 88

ADOM040048

Given the nature and frequency of the alleged and admitted sexual abuse, along with the serious abuse of office, I have pondered long and hard to arrive at an opinion about the most appropriate action to be taken. In order that justice may be made manifest and healing of the victims and the Church may proceed, I am asking that Reverend John C. Wagner be dismissed *ex officio* from the clerical state. Whatever financial needs he may have can be provided for from a fund that can be set up for him until he is eligible for a pension.

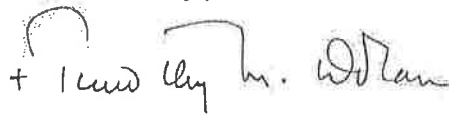
If the judgement of Your Excellency is that this case should proceed to a dismissal by decree of your Congregation, I would cede to that judgement. The severity of the offenses is such that it is my opinion that these requests are justified.

I look forward to your further instructions in this matter.

Thank you.

With sentiments of deepest esteem and prayerful best wishes, I am,

Sincerely yours in Christ,

A handwritten signature in cursive script, appearing to read "Timothy M. Dolan". To the left of the signature is a small cross symbol.

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee