

January 1, 2004





I write to you because you have experienced, firsthand, the pain caused by sexual abuse within the Church, and you courageously reported the abuse to the Archdiocese of Milwaukee. No words can apologize sufficiently for your experience, but I will continue to try by saying again how sorry I am. Knowing that no remedies can adequately address the harm done, I still want to make you aware of a variety of services available to you and intended to assist in your healing.

Dispute resolution services to address your unique needs for recovery will become available in mid-January. Eva Soeka, a nationally known expert in dispute resolution systems, is creating a process independent of the Church that will make use of the best mediators in the area. I continue to believe that this initiative represents the best way for us to meet together about your situation and provide assistance. More details and information about how to enter into this process will be available in mid-January. At this time, I ask you to start considering if this might be the right next step for you.

Catholic Charities is also offering a new support group in Milwaukee for adult survivors of childhood sexual abuse. This group will offer a faith-based perspective, and is meant to supplement other support groups available in the area. A flyer is enclosed.

Financial assistance with psychotherapy also remains available. To access this, or for other questions about our services, please contact Dr. Barbara Reinke in our office for Sexual Abuse Prevention and Response Services (414-769-3436 or reinkeb@archmil.org). Also enclosed is a brochure about our policies and procedures when a report is made.

I continue to meet privately with those victim-survivors who find that helpful. Please contact me at 414-769-3496 if you would like to arrange such a meeting. We have also arranged for several priests, sisters and lay ministers, who are professionally-trained in providing spiritual direction, to be available. If you would like to speak with one of them, please contact Barbara Anne Cusack, my delegate for sexual abuse issues, at 414-769-3341.

It is also important for me to communicate with you about our efforts to prevent clergy sexual abuse in the future. Our *Code of Ethics* makes it clear that no such behavior is to be tolerated within ministry. Our *Mandatory Reporting Responsibility* policy specifies that any employee or volunteer working in our parishes and schools must report any suspicion of abuse. In addition, all adult staff, and volunteers who work with children are required to participate in training to enhance awareness of childhood sexual abuse.

One final thing: if you would prefer not to have further contact from me or from any Church representative, please let us know using the enclosed return letter and pre-stamped envelope.

Much more remains to be done, and we welcome your suggestions. You can use the enclosed response letter and envelope for that purpose as well.

Please know that I am concerned about you and I pray for you. I apologize for the past misdeeds and wish to restore your wholeness as best we can.

Faithfully in Christ,

Most Reverend Timothy M. Dolan Archbishop of Milwaukee

ADOM030285

DEPARTMENT OF HUMAN RESOURCES ARCHDIOCESE OF MILWAUKEE

SEXUAL ABUSE INTAKE REPORT

Intake Call:	Date: 6/19/00	Time: X Phone	By: In Person			
Director Contact	Date: 6/19/00	Time: X Phone	By: In Person			
Person Reporting: Phone Number: Current Address:						
Allegations made by: (if not same as abovo) Name: Address: Phone:		Age at	Birth time of Grade			
Allegations Against:	Father William Effinger					
Time Period:	1985-1987					
Where:	Holy Name, Sheboygan					
Reported: (Previously? To Whom?)	Parents					
Alleged Abuse:	Alleges Fr. Effinger supplied alcoh trips, which he took individually w		on numerous occasions, including on			
History:	situation there when it first broke. He denied it then. Now,		d in the resolution of the Effinger new her son was also a vlotim.			
Current Therapist:	Psychiatrist only for meds (Zoloft)					
Next Steps:	 Liz to visit family and hear th Consideration of psychothera 					
Report given to:						
X Archbishop Weakl	and <u>X</u> B	ishop Sklba	X Fr. Joe Hornacek (Clergy)			
Fr. Al Velk (Religio	ous) R	lick Tank (Non-Cleric)				
X Matt Flynn (Legal)	N	Tolly Hatfield (Insurance)				

ECP/saz/08/17/98

Just A

January 19, 1996

Mr. Howard J. Brown Publisher The Kenosha News 714 58th Street Kenosha, Wisconsin 53141

Dear Mr. Brown,

Despite considerable conversation with Debbie Luebke Metro, we are disappointed in the January 14, 1996 Kenosha News story and its prominent treatment in a Sunday edition.

We ask that you publish this letter as the article is misleading and contains factual errors:

- o While it may be true that the individual referred to in the article is a sexual abuse victim, the Archdiocese and the outside professionals it has engaged, have not been able to verify the woman's story or that she is a victim of Father Effinger. The woman frequently goes to the media to claim that she is a clergy abuse victim and to claim that she has not been treated compassionately by the Archdiocese.
- o The woman's comments about are untrue. Rather than dismiss her request for help, Father referred her to the Dr. Elizabeth Piasecki, the coordinator of the Archdiocese of Milwaukee Response to Sexual Abuse. Dr. Piasecki and her office, which draws on all the resources of Catholic Social Services, serves as an advocate for persons who have been sexually abuse by church personnel.
- o was never contacted by your reporter and asked to comment the woman's statements. The journalistic principles of accuracy and fairness dictate that Debbie Metro should have called
- o The woman was not counseled for six months by Dr. Piasecki. Dr. Piasecki did..... However, further discussion of the woman's case with a reporter would be a violation of patient confidentiality.
- has been a long time critic of archdiocesan programs, policies and procedures designed to help sexual abuse victims. His comments were also reported with no balancing comments from the Archdiocese.

- o Debbie Metro contacted the Archdiocese in early December, almost three weeks before the Healing Service, designed for sexual abuse victims, their families and those who minister to them. Both Dr. Piasecki and I encouraged your reporter to attend the service, hear from victims about the services of the church and report the help that is available to victims. Nearly 200 persons from all over the diocese attended this service at St. John's Cathedral. After the service, in "safe" rooms, psychologist met either individually or in groups with victims seeking healing.
- o In the aftermath of the Father Effinger tragedy, the diocese has put in place very strict procedures to identify pedophiles and remove them from the community. Time after time, to protect families and children from the tragedy of sexual abuse by church personnel, the Archbishop has publicly urged Catholics to report pedophile activity to civil authorities and to the Archbicese so that immediate action can be taken. It is absolutely false to suggest that the diocese is moving pedophiles from place to place.

The Archdiocese of Milwaukee's believes that "Each and every instance of sexual violation of those who are the most vulnerable among us is a matter of gravest concern." Any instance of sexual abuse by church personnel calls for an organized archdiocesan response so that healing may occur and the safety of the community is assured. Any person with questions or concerns may call Dr. Piasecki, 414-769-3436. Confidentially is assured.

We sincerely hope that <u>Kenosha News</u> will show greater accuracy in future stories about sexual abuse victims.

Thank you,

Rosemary Murphy
Director of Media Relations

Entry for the Chart of

3/15/94 by Liz Plasecki

I met today with and and her therapist, at Family Service of Racine. It is reporting allegations of sexual abuse by Father William Effinger. She recalls that she was a student at St. Mary's Catholic School between the years 1967 and 1969 in Kenosha. She remembers being very afraid of going to confession. She had difficulty remember the Act of Contrition, always having a lot of fear of the confessional, especially when Father Effinger was hearing confessions. He reports that she was "probably seven or eight." That the behavior occurred on more than one occasion in which Father Effinger have her perform oral sex on him in the confessional.

She remembers going into the church to say her penance and when finished would go into the middle section of the confessional to engage in this behavior with Father Effinger. She said that it was worse when she didn't sin much that week, so used to lie about sins, make up sins in order to have less an abusive encounter with him. She said she saw Father Effinger once on TV. She does remember seeing his face. She said that Father Effinger gave her many large penances, twenty-five to forty "Hail Marys" at a time. She was always the last to go in to confession. The whole class would come over. By the time she would be done with her penance, they would all be gone and that's when the abuse would occur. She said she used to be in Church and put pennies under her knees, thinking that if she inflicted enough pain, God wouldn't make her go to confession.

She remembers one other occasion, she says, in which abuse occurred outside the confessional. She remembers that the walls were really white and the woodwork was very dark. She said that Effinger had his pants off and put his hands around her head and forced her mouth onto his penis and engaged in oral sex. He said she needed to suffer for her sins.

She said Father Ettinger called her a trouble maker and that she was sent out of Catechism classes a lot.

but that prior to these incidents with Father Effinger, she says she can't recall being sexually abused.

has been involved with her off and on since that time. He believes that her memories are true, that she has come upon this awareness over time and that this is not a case of repressed memory.

I did tell that I had called Father Effinger's probation officer prior to visiting with her today and that Father Effinger does not, apparently in all the reports that are available to his probation officer, does not admit to having sex with young girls. That probation officer also told me that no sex offender expert, from reviewing the file, would believe that Effinger did engage in sex with girls.

SEXUAL ABUSE LOG - MARCH 1994

Services in

3/2/94 by Liz Piasecki Received a call from a woman today who identified herself only as phone number She was very nervous, wanted to report that she had been a victim of Father William Effinger. Lindicated willingness to listen to her story. She was going to be in touch with her therapist in Racine and would be getting back in touch with me. She also requested information regarding a survivors' support group, specifically for survivors of clergy sexual abuse. I gave her the name who is a victim well known to Project Benjamin. running a support group for clergy abuse survivors at St. Paul's Church in Genesee and is willing to accept referrals and to help individuals such as was appreciative of that referral and we will be in touch further. 3/3/94 by Liz Plasecki Received a call from again today. She identied herself as gave me her work number as well would like to arrange an appointment with me and with her therapist, who works out of Family Services in _____ She would like me to meet and hear her story. She may have a request for assistance with therapy payments. We did make an arrangement to meet in Tuesday, March 8th in Family Services in 3/8/94 by Liz Píasecki Received a call this morning from cancelling our appointment this afternoon because of a conflict which her therapist forgotten to take into consideration when the appointment was made. appointment is now re-scheduled for March 15th, 2:00 p.m. at Family

CATHOLIC SOCIAL SERVICES ARCHDIOCESE OF MILWAUKEE

SEXUAL ABUSE CONTACT REPORT

Intake Call:	Date:	3/1/94	Time:			By: Li In Per		secki,	Psy.D).		
Coordinator Contact	Date:	3/1/94		Phone		By: Li In Per		ecki,	Psy.C). EEN	2	
Person Reporting: Phone Numbe: Current Add:	_											
Allegations made (if not same as a) Name: Address: Phone:		ame			Age a	of Birt t time ations	of					
Allegations Agains	st:	Rev. N	/illia	n Effir	iger							
Time Period:		1967-6	88									
Where:		St. Ma	ry's I	arish,	Келоя	sha						
Reported: (Previously? To Wh	nom?)	Fr. Ca				ist, Fa ry's, K			es, Ra	cine		
Alleged Abuse:				fellate L. (on		Effi asion)	nger	while	he	sat	in f	the
History:		recent	. 1	Long 1	nistor	enjamin y of aste of	feeli	ng as	hamed			
Current Therapist:	:	J. /- X	F	amily	Servi	ces,						
Next Steps:	1.	Meet w	ith		and t	herapi	st: 3	/8/94.				
	2.	Discus	s with	Legal	Couns	sel/Arc	hbisho	P.				
	3.	May re	quest	financ	ial as	sistan	ce wit	h ther	apy.			
Report given to:												
X Archbishop W	/eaklar	nd	<u> </u>	Bishop	Sklba	ı						
X Fr. Tom Venr	ne (Cle	ergy)		Fr. Al	Veik	(Relig	ious)					
Rick Tank (N	lon-Cle	eric)		Fr. Se	n Barb	pian						
X Matt Flynn (Legal)												
12/93												

September 1, 1993

Mr.

Dear Mr.

On behalf of the Milwaukee Archdiocese, please accept my sincere apologies for the injuries caused to you by Fr. William Effinger, as described in your lawsuit. We are deeply saddened that these events occurred. You have my sincerest assurance that we have done and will continue to do everything in our power to see that this will never happen again.

Yours in Christ,

Archbishop Rembert G. Weakland

STATE OF WISCONSIN

Plaintiffs,

vs.

Case No.

ARCHDIOCESE OF MILWAUKEE, WILLIAM J. EFFINGER, and HOLY NAME CATHOLIC CHURCH,

Defendants.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "agreement") is made by and between

(hereafter

sometimes referred to as "claimants"), who are referred to in the above caption as

. and the Archdiocase of Milwaukee (hereafter "Archdiocese"), William Effinger, and Holy Name Catholic Church (hereafter sometimes collectively referred to as "defendants").

WHEREAS, the claimants have alleged certain claims for damages against the defendants, based on certain allegations that William Effinger sexually abused them, which allegations are more fully set out in the complaint in this case; and

WHEREAS, the defendants deny the liability alleged as set out in their answers; and

WHEREAS, the parties to this agreement wish to settle and compromise all claims of

against the Archdiocese of Milwaukee, William Effinger, and Holy Church, and Catholic against all Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all parishes, including without limitation Holy Name Catholic Church, and any persons or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, including, without limitation, all insurers of the Roman Catholic Archdiocese of Milwaukee and its affiliated entities, arising from the assaults and other conduct of William Effinger alleged by claimants, without the necessity of further expense and proceedings in this litigation, and wish to generally release one another from all liability for any claims that may exist to the date of the signing of the agreement, including, but not limited to, any sexual abuse or assault claim by

against the Archdiocese, and against any other persons or entities listed above who may allegedly be responsible for the actions alleged;

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. The defendants agree to pay to jointly 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. In addition to the payment of \$75,000, the defendants jointly agree to pay for five years of psychotherapy expenses for a cap on those expenses per year of \$2,000. bills are to be submitted directly to the Archdiocese from a licensed therapist and will be promptly paid upon receipt of those bills. The parties further agree that the Archdiocese shall then make payment to the therapist for reasonable bills, charged customary normal rate charged by that therapist to his her patients generally, for therapy services actually provided to for up to a capped amount of \$2,000 a year for five years commencing on September 1, 1993, and ending on September 1, 1998. The total joint obligation of the defendants under this paragraph shall not exceed \$2,000 for any individual year, nor shall it exceed a total of \$10,000 for the five year period.
- jointly the total sum of \$120,000, receipt of which is hereby acknowledged. All parties will bear

their own costs and attorneys' fees associated with this settlement. In addition to the payment of \$120,000, the defendants jointly agree to pay for five years of psychotherapy expenses for a cap on those expenses per year of \$2,000. bills are to be submitted directly to the Archdiocese from a licensed therapist and will be promptly paid upon receipt of those bills. The parties further agree that the Archdiocese shall then make payment to the therapist for reasonable bills, charged at customary normal rate charged by that therapist to his her patients generally, for therapy services , for up to a capped actually provided to amount of \$2,000 a year for five years commencing on September 1, 1993, and ending on September 1, 1998. The total joint obligation of the defendants under this paragraph shall not exceed \$2,000 for any individual year, nor shall it exceed a total of \$10,000 for the five year period.

jointly the total sum of \$90,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees associated with this settlement. In addition to the payment of \$90,000, the defendants jointly agree to pay for ten years of psychotherapy expenses for with a cap on those expenses per year of \$2,000.

Therapy bills are to be submitted directly to the Archdiocese from a licensed therapist and will be promptly paid upon receipt of those bills. The parties further agree that the Archdiocese shall then make payment to the therapist for reasonable bills, charged at the customary normal rate charged by that therapist to his or her patients generally, for therapy services actually provided to ________, for up to a capped amount of \$2,000 a year for ten years commencing on September 1, 1993, and ending on September 1, 2003. The total joint obligation of the defendants under this paragraph shall not exceed \$2,000 for any individual year, nor shall it exceed a total of \$20,000 for the ten year period.

4. In return for the payments in paragraphs 1, 2 and 3 above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged,

hereby release and forever discharge Holy Name Catholic Church, William Effinger, the Archdiocese of Milwaukee, and all the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all parishes, including without limitation Holy Name Catholic Church and all of its employees, agents, officers, directors, and assigns, and any

person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese Milwaukee, from and covenant not to sue them for, all claims, causes of action, charges, and demands of any in tort, contract, or nature, whether otherwise including but not limited to conspiracy and punitive damages, that they may have had at any time up to and including the date of the signing of this agreement, including but not limited to any claims arising from any assault, injury, whether physical or mental, or any other activity of William Effinger, including any claim for loss of companionship or other damages, and including all claims set out in the above captioned complaint.

- 5. William Effinger, Holy Name Catholic Church, and the Archdiocese of Milwaukee hereby release and forever discharge the claimants from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this agreement.
- 6. All parties agree that the above captioned action may be dismissed with prejudice, on the merits, and without costs to any party. They further agree that their attorneys will execute a stipulation for dismissal in the form attached as Exhibit A.

- The claimants and defendants mutually that neither they nor their attorneys nor representatives will 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 claimants hereunder. Claimants hereby understand and agree that this confidentiality section of the is of paramount importance and agreement observance of this confidentiality section is of the essence to the agreement achieved between the parties. All parties agree to abide by the terms of this confidentiality section as consideration for and as an integral part of the agreement.
- 8. Nothing in this agreement shall be construed as an admission of liability on the part of any party.
- declare that they have read the foregoing agreement; discussed it with their lawyer; and fully understand its terms.

further declare that they have obtained professional counseling for the injuries and assaults alleged and understand their impact on them, and understand that their condit on could worsen in the future; declare that they are entering into this agreement with the advice of the lawyer retained by

them; and declare that they voluntarily accept 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 of any nature that they may have against the defendants.

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



WILLIAM REFINGER
Wan 1. Efficien
Date: 2-30-93
In the Presence of: Mulus & Luter
HOLY NAME CATHOLIC CHURCH
By: Daniel J. Sanders
Title: Paster Holy Name
Date: Lystenber 24, 1913
In the Presence of: Valerie D. Black
-
ARCHDIOCESE OF MILWAUKEE
By: Rw. A. Thomas Venne
Title: Viva for Clergy
Date: Systember 24/993
In the Presence of:
D Kattilian Dehroch

Dear

It has been brought to my attention that you were about by Father Effiger. First of all, let me say how sorry to an that their happened, I apologique i my own name and in the name of the Church for the wrong done you. My hope and progress, that you will seek ung help that you need to deal with the ways and hust you need to deal with the ways and thust you must feel. If there is anything we can do to help, let me I have.

Fr. Effige to Shbogger execut that I followed the best advise for psychologists of could get at that time. In an many ways to Effigue, with his extend posture of relative nightenesses, fated so many of us into I will have to live with that ball judgment on my part, or well formed as it may have seemed at that time. We have all liamed so much since them.

Perce to your al many blessings. May God be good to you.

Andbishop Rement Wedden!

OFFICE OF SEXUAL ABUSE PREVENTION AND RESPONSE SERVICES ARCHDIOCESE OF MILWAUKEE SEXUAL ABUSE INTAKE REPORT

Date Report Taken:	April 22, 2008	
Time:	Phone	x In Person
Received By:	Amy Peterson	
Person Reporting: Phone Number: Address:		
Allegations made by: (if not same as above) Name: Address: Phone:		Date of Birth: February 7, 1960 Age at time of Allegations: Ten through Thirteen
Allegations Against: Time Period: Where: Reported: (Previously? To Whom didn't report it to anyone w	?)	er h/Scbool in Lake Geneva WI report il recently to his brother and
person for report prior to this meeting. The purpose	ted that he and his brother of those incetings was for	dicts Parish in Fontana, W1. joined the meeting as a support had several meetings with and Dr. to discuss his memories of sexual abuse by Effinger and had reported the allegations to Fr. Curt Frederick with
slated that his first memory taken by Effinger into the basement because he remembers his parents w and was between the sacristy and the to remembers Eff	of abuse was while he was a of the church prior to Mass ere out of town because of his church. Said that winger saying "you can touch	St. Francis Parish to help him recover details of the sexual abuse, an altar boy and in fifth grade at St. Francis. He stated that he was st. He recalls that this first incident was in the month of February his father's business. The basement was where the bathrooms were while alone in the basement together, Effinger exposed his genitals hit if you want to". The next thing temembers is that there kaid that the cassocks were new and he felt responsible for the
treatment plant because he went into remembered going up north, he remincidents with Effinger until he was Effinger was using sexually explicit waited for their confession. The rectory to assist Effinger during to occurred on these occasions. He also "you'll never graduate". By the time been molesting children in the parish both priests and nuns leaving for var meeting with Fr. Mueller.	o some sludge pits to cover we tembered billiard balls and no in eighth grade. It language with him in the constant that he was very good the school day. Although he or reported that Effinger would was in eighth graden. This was also a rime, according reasons. It lod the parents were concerned a was asked to talk about	inger. He remembers being away from the parish and near a water what he felt was evidence of something that happened. He also not any other details. He stated that he believes there were many also remembered that during confession at least on one occasion, confessional on one side, while on the other another parishioner id with audio/visual equipment and remembers being called over to e doesn't remember exactly what happened, he believes that abuse ald threaten him making statements like "don't make trouble" and de, his parents as well as others, began to suspect that Effinger had ording to when the parish was facing other challenges with this reporter that while in eighth grade, he was with his parents in a about subsected he had been abused by what had happened, he said he remained silent. He said he just
		also ers. This brother has chosen not to report it at this time.

ADOM032268

Page 2				
History: was one of children. The family below when he became an adult, he moved away from I began to remember what had happened. Until the	Lake Gen	eva. He didn't return to stay	until	He said upon his return he
affected by the abuse.				
Next Stops: This reporter will forward a copy of this report or 's behalf with referrals for therapy both g information. will let VAC know how be or concerns.	youp and	individual. VAC will also fo	rward	
X Archbishop Timothy Dolan	X	Bishop Richard Skiba	X	Fr. Curt Frederick (Clergy)
Fr. Al Velk (Religious)		Rick Tank (Non-Cleric)	x	Barbara Anne Cusack
X Bishop William Callahan		District Attorney		

Intake form SAZ/Revised 2/25/08

ADOM032269

OFFICE OF SEXUAL ABUSE PREVENTION AND RESPONSE SERVICES ARCHDIOCESE OF MILWAUKEE SEXUAL ABUSE INTAKE REPORT

Date Report Taken:	May 5, 2009		
Time: 11:00 am			
Phone	In Person X		
Received By: Am	y Peterson		
Person Reporting: Phone Number: Address:			
Allegations made by (if not same as above Name: Address: Phone:			Date of Birth: Age at time of Allegations: Twelve
Time Period: 1986/8	Parish in Sheboygan WI		
Flags. A classmate of replaced his group. It stated that his breath snickers ran out. She where the supplies for about. As he got that Fr. Effinger said involved in the church said that when she bedroom. She said put Effinger on a pede She said that she could ware, she was afraid her bedrooms and the said that she could ware, she was afraid her bedrooms.	nd his groups of students could work at Bi and his group he he second Friday she worked, she sai smelled like alcohol and he was drunk was told to follow Fr. Effinger to get me bingo were held. She said that he go closer, he pushed her up against the put that if she told anyone, her mother he would be ex-communicated. He left he went home that evening, her parents it that she knew she couldn't tell her parents it that she knew she couldn't tell her parents it that she knew she couldn't tell her parents it that she knew she couldn't have a bowel movement either become mother would find out what happened the second of the said that she was in pain the she would find out what happened the second of the said that she was in pain the said the said that she was in pain the said that she was in pain the said the said that she was in pain the said that she was in pain the said the said the said that she was in pain the said the said the said that she was in pain the said the said the said the said that she was in pain the said the said the said that she was the said the said the said that she was the said the sai	ango at the Parish on Friday night ad worked Fridays but decided that Fr. Effinger approached it. He said that she should tell ore. He led her up the stairs to a very close to her, his breath should table. He pulled her pants of her there in the room. Were there with friends. She was ents, that she didn't think they wand that she had blood in her mause it hurt. Days after when hed, but instead her mother just	to quit. And two other students her and asked where was. To go to hell. That evening, the the multi-purpose room. This wasn't melled like beer and he began to talk down and sodomized her. She stated and her dad, who was alked right past them, going straight to would believe her and that her mother inder ware for days after the incident, her mother saw the blood in her under told her she should be more careful.
that she had to get clos	nger after the incident and stopped going to him.	ng to mass and volunteering. It	wasn't until eighth grade graduation
History:			

	ALC:		She stated
that she had been approached about four years are happened to her. said she told her no, but has spoken with the and they phone the abuse approximately one month ago. She saimplications.	suspe d Bisho	cted or had a feeling that wo op Sklba. He referred to my	ner victim, and asked if anything had asn't telling her the truth. Recently, office. The truth of the parents about er has difficulty understanding the
nas never had counseling to deal with the traum	a of the	assault.	* P W W
Next Steps: Victim Assistance Coordinator will give referrabeleful VAC will give mediation information to needed.		therapy. VAC also offered to me and her husband. VAC will rema	cet with mother if it would be ain available for other assistance as
ArchbishopTimothy Dolan	\boxtimes	Bishop Richard Sklbs	Fr. Curt Frederick (Clergy)
Rick Tank (Non-Cleric)	\boxtimes	Barbara Anne Cusack	
X Bishop William Callahan		District Attorney	

ARCHDIOCESE OF MILWAUKEE

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

Office of Auxiliary Bishop

April 8, 1994



I cannot describe the distress and sadness I experienced when I received your letter through the kindness of and realized that there may be another victim of Bill Effinger's actions in our community.

Not knowing any of the original circumstances of your situation, I can only encourage you to share your story with those who can help, and to find whatever healing you may need. Anger can be very healthy as you attempt to sort things out after all these years.

Because I desire to respect your own needs at this time, I offer an invitation to feel free to contact me (1-769-3486) or Dr. Elizabeth Piasacki, our Archdiocesan Coordinator for Sexual Abuse (1-800-769-9373, Ext. 400) if you decide that further conversation may be helpful. In the name of the Church, I want to offer whatever service I can at this moment in history.

Thanks for writing. May God's Easter Peace be yours in abundance.

Sincerely,

Most Reverend Richard J. Sklba Auxiliary Bishop of Milwaukes

RJS/rt Copy to: Dr. Elizabeth Piasecki Entry for the File of By Barbara Reinke

July 31, 2003

I traded voice mail messages several times with

Minneapolis. Her phone number is
the psychiatrist for medications.

Milled the short-term need, and will pay for prescriptions out-of-pocket and then submit the receipts to us. I have indicated that we will cover outpatient treatment costs for for six months, while he obtains health insurance for his further treatment needs.

BR:saz Typed 8/4/03



JUL 2 1 2003

July 15, 2003





It's been a long time since our meeting and I hope that you have become established in the area. I regret that it has taken so long to find the names of recommended psychologists for your ongoing treatment and medication monitoring.

Repeated inquiries subsequent to my letter resulted in the following information received by phone yesterday from the Archdiocese of St. Paul and Minneapolis. It was suggested that you contact Phyllis Willerscheidt, Coordinator of Victim Advocacy for the St. Paul/Minneapolis Archdiocese at 651-291-4497. She works with a number of support groups and will be able to refer you to whichever would be best for your continued recovery. The psychotherapist that was very highly recommended is Dr. His office is at the has connections to recovery groups, not only in the Twin Cities, but nationally as well. He can recommend a psychiatrist who will monitor your medication as necessary.

As a result of my meeting with you and your parents, I can again assure you that the Archdiocese will cover the basic costs of therapy at our established professional rate through December of 2003. We are hopeful that this support will enable you to maintain the help and stability which you were able to achieve through earlier efforts at

After repeated inquiry, on the other hand, I'm very sorry to report that I was not able to find any resources that could assist you in your tuition payments at this time. We have become seriously impacted by the economic climate of the country, even having to close four positions among Archdiocesan staff people. This will enable us to provide treatment assistance for other people like yourself at this time in history. We simply cannot see out way clear to offering the tuition assistance as well as your therapy reimbursement, even though I appreciate its value as part of your own journey to recovery and health.

Page 2

I regret enormously the delay, which this part of the bargain has required, and I hope that you are establishing your roots with family and friends in a new and exciting moment in your young adulthood. My prayers and best wishes to you now and always.

Fraternally in Christ Risen,

Most Reverend Richard J. Sklba Auxiliary Bishop of Milwaukee

RJS/sk

C:

Dr. Barbara Reinke

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (bereafter "agreement") is made by and between and (hereafter Wisconsin, sometimes referred to as Hc:ly Name Roman Catholic Church and Parish of Sheboygan, Wisconsin (hereafter sometimes referred to as "Holy Name"), and the Roman Catholic Archdiocese of Milwaukee (hereafter sometimes referred to as "Archdiocese"), hereafter sometimes collectively referred to as "respondents". WHEREAS, the have alleged certain claims for damages against the respondents, based on certain allegations that William Effinger sexually abused beginning in or around 1988 and continuing for a period of time thereafter, including the interval between the

initial abuse and sometime in the year of 1989; and

WHEREAS, the further allege that the

Archdiocese and Holy Name may be liable for the actions of

WHEREAS, the respondents deny the liability alleged and there is a dispute between the parties; and

William Effinger that give rise to the alleged claims; and

WHEREAS, the parties to this agreement wish to settle and compromise all claims of the against the Archdiocese and Holy Name, and against all of the Archdiocese's and Holy Name's employees, agents, officers, directors and assigns, including, without limitation, all

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members of the Roman Catholic clergy, all Roman Catholic schools, all religious orders, all parishes, including without limitation Holy Name and any persons or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, including, without simitation, all insurers of the Roman Catholic Archdiocese of Milwaukee and its affiliated entities, arising from the assaults and other conduct of William Effinger alleged by the without the necessity and expense of formal litigation, and wish to generally release one another from all liability for any claims that may exist from the beginning of the world to the date of the signing of this agreement, whether known or unknown, accrued or unaccrued, arising in law or in equity, including, but not limited to, any sexual abuse, assault, negligent supervision, or other claim by the against the Archdiocese and Holy Name, and against any other persons or entities listed above who may allegedly be responsible for the actions alleged;

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. The respondents agree to pay to the total sum of \$31,500, \$3,600 of which was received on March 27, 1997 and receipt of the remainder of which, in the form of a check for \$27,900, is hereby acknowledged. All

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parties will bear their own costs and attorneys' fees associated with this settlement.

- 2. The respondents agree to pay for 30 days of impatient treatment of during any 30-day period in the interval between April 15, 1997 and April 15, 1999 at the
- The respondents jointly agree to pay for two years ٥£ psychotherapy expenses individually or the ointly in the interval between April 15, 1997 and April 15, 1999, with a cap on those expenses per year of \$5,000. Therapy bills are to be submitted directly to the Archdiocese from a licensed therapist approved by the Archdiocese, and will be promptly paid upon receipt of those bills by the Archdiocese. Consent to the selection of a therapist will not be unreasonably refused, and the Archdiocese will inform the thirty days of the designation of a therapist whether or not that therapist has been approved, with reasons given in the event of refusal. election, the therapy under this paragraph may be individual psychotherapy or The parties further agree that family psychotherapy. payments made by the Archdiocese for therapy shall represent payment to a therapist for reasonable bills, charged at the customary normal rate charged by that therapist to his or her patients generally, for therapy services actually provided to The joint obligation of the respondents under this total

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paragraph shall not exceed \$5,000 for any individual year, nor shall it exceed a total of \$10,000 for the two-year period from April 15, 1997 to April 15, 1999.

4. In return for the payments and treatment described and enumerated in paragraphs 1-3, above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the hereby release and forever discharge Holy Name and the Archdiocese, as well as all employees, agents, officers, directors and assigns of either Holy Name or the Archdiocese, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all religious orders, all parishes, including without limitation Holy Name and all of its employees, agents, officers, directors, and assigns, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, from all liability, and covenants not to sue them for, all claims, causes of action, charges, and demands of any nature, whether known or unknown, whether accrued or unaccrued, whether arising in law or in equity, and whether arising in tort, contract, or otherwise, including but not limited to negligent supervision, respondent superior, conspiracy, and punitive damages, that the may have had or now have from any time from the beginning of the world up to and including the date of the signing of this agreement, including but not limited to any claims arising from any

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assault or injury, whether physical or mental, or any other activity of William Effinger, including any claim for loss of companionship or other damages.

- 5. The Archdiocese and Holy Name hereby release and forever discharge the claimant from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this agreement.
- 6. As a condition precedent to the payment of the sums set out in paragraphs 1-3, above, the rereby agree not to disclose the terms of this agreement to any third-party, including, without limitation, any newspaper, any electronic media, any reporters, any other attorneys, and any other individual, or to release for publicity any of the allegations which have been made against William Effinger, Holy Name, and the Archdiocese of Milwaukee. The terms of this agreement relating to confidentiality do not apply to any disclosure made by or the to a therapist, support person (as that term is used in AODA treatment) or close friends or relatives of the understand and agree that the confidentiality ihe required in this agreement is material consideration for the payments to be made pursuant to this agreement.
- 7. Nothing in this agreement shall be construed as an admission of liability on the part of any party.
- each declare that they have read the foregoing agreement and fully understand its terms.

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each 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 of any nature that any of them may have against any of the respondents.

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

Dat	:e:		
In	the	presence	of:
Dat	:e:_		
In	the	presence	of:
Dat	e:		

- 5 **-**

HOLY NAME ROMAN CATHOLIC PARISI
By:
Title:
Date:
In the presence of:
ARCHDIOCESE OF MILWAUKEE
Ву:
Title:
Date:
In the presence of:

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release

(hereafter "agreement") is made by and between

Wisconsin, (hereafter sometimes referred to as "the , Ho'y Name Roman Catholic Church and Parish of Sheboygan, Wisconsin (hereafter sometimes referred to as "Holy Name"), and the Roman Catholic Archdiocese of Milwaukee (hereafter sometimes referred to as "Archdiocese"), hereafter sometimes collectively referred to as "respondents".

whereas, the have alleged certain claims for damages against the respondents, based on certain allegations that William Effinger sexually abused beginning in or around 1988 and continuing for a period of time thereafter, including the interval between the initial abuse and sometime in the year of 1989; and

WHEREAS, the further allege that the Archdiocese and Holy Name may be liable for the actions of William Effinger that give rise to the alleged claims; and

WHEREAS, the respondents deny the liability alleged and there is a dispute between the parties; and

WHEREAS, the parties to this agreement wish to settle and compromise all claims of the against the Archdiocese and Holy Name, and against all of the Archdiocese's and Holy Name's employees, agents, officers, directors and assigns, including, without limitation, all

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members of the Roman Catholic clergy, all Roman Catholic schools, all religious orders, all parishes, including without limitation Holy Name and any persons or entity affiliated with the Roman Catholic Church in the territory of the Archdiocase of Milwaukee, including, without limitation, all insurers of the Roman Catholic Archdiocese of Milwaukee and its affiliated entities, arising from the assaults and other conduct of William Effinger alleged by the without the necessity and expense of formal litigation, and wish to generally release one another from all liability for any claims that may exist from the beginning of the world to the date of the signing of this agreement, whether known or unknown, accrued or unaccrued, arising in law or in equity, including, but not limited to, any sexual abuse, assault, negligent supervision, or other claim by the against the Archdiocese and Holy Name, and against any other persons or entities listed above who may allegedly be responsible for the actions alleged;

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:

the total sum of \$31,500, \$3,600 of which was received on March 27, 1997 and receipt of the remainder of which, in the form of a check for \$27,900, is hereby acknowledged. All

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parties will bear their own costs and attorneys' fees associated with this settlement.

- 2. The respondents agree to pay for 30 days of inpatient treatment of during any 30-day period in the interval between April 15, 1997 and April 15, 1999 at the
- The respondents jointly agree to pay for two of psychotherapy expenses for years jointly in the interval between individually or the April 15, 1997 and April 15, 1999, with a cap on those expenses per year of \$5,000. Therapy bills are to be submitted directly to the Archaiocese from a licensed therapist approved by the Archdiocese, and will be promptly paid upon receipt of those bills by the Archdiocese. Consent to the selection of a therapist will not be unreasonably refused, and the Archdiocese will inform the thirty days of the designation of a therapist whether or not that therapist has been approved, with reasons given in the event of refusal. Αt election, the therapy under this paragraph may be individual psychotherapy or family psychotherapy. The parties further agree that payments made by the Archdiocese for therapy shall represent payment to a therapist for reasonable bills, charged at the customary normal rate charged by that therapist to his or her patients generally, for therapy services actually provided to ndividually or the jointly, The joint obligation of the respondents under this total

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paragraph shall not exceed \$5,000 for any individual year, nor shall it exceed a total of \$10,000 for the two-year period from April 15, 1997 to April 15, 1999.

4. In return for the payments and treatment described and enumerated in paragraphs 1-3, above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby hereby release and forever acknowledged, the discharge Holy Name and the Archdiocese, as well as all employees, agents, officers, directors and assigns of either Holy Name or the Archdiocase, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all religious orders, all parishes, including without limitation Holy Name and all of its employees, agents, officers, directors, and assigns, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, from all liability, and covenants not to sue them for, all claims, causes of action, charges, and demands of any nature, whether known or unknown, whether accrued or unaccrued, whether arising in law or in equity, and whether arising in tort, contract, or otherwise, including but not limited to negligent supervision, respondent superior, conspiracy, and punitive damages, that the may have had or now have from any time from the beginning of the world up to and including the date of the signing of this agreement, including but not limited to any claims arising from any

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assault or injury, whether physical or mental, or any other activity of William Effinger, including any claim for loss of companionship or other damages.

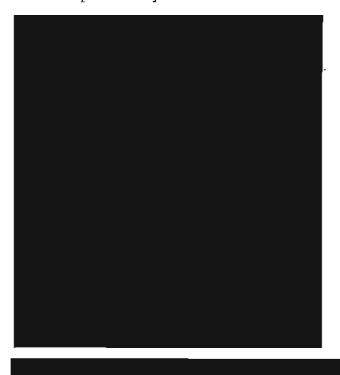
- 5. The Archdiocese and Holy Name hereby release and forever discharge the claimant from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this agreement.
- 6. As a condition precedent to the payment of the sums set out in paragraphs 1-3, above, the hereby agree not to disclose the terms of this agreement to any third-party, including, without limitation, any newspaper, any electronic media, any reporters, any other attorneys, and any other individual, or to release for publicity any of the allegations which have been made against William Effinger, Holy Name, and the Archdiocese of Milwaukee. The terms of this agreement relating to confidentiality do not apply to any disclosure made by therapist, support person (as that term is used in ACDA treatment) or close friends or relatives of the The understand and agree that the confidentiality required in this agreement is material consideration for the payments to be made pursuant to this agreement.
- 7. Nothing in this agreement shall be construed as an admission of liability on the part of any party.
- each declare that they have read the foregoing agreement and fully understand its terms.

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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 of any nature that any of them may have against any of the respondents.

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

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HOLY NAME ROMAN CATHOLIC PARISH
By: of whas I held
7: 12 a dis 10 No 10 10 10 10 10 10
Date: Da
In the presence of:
Rita Jesar
ARCHDIOCESE OF MILWAUKEE
By:
Title:
Date:
In the presence of:

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Dealin:

required on our part. I had ten Geranteed by my oblice clerk.

Thank to much for all Your help, it soems as trough things are gaing slowly. We have some good days and their some of the days are a trial.





April 2, 1997



RE: SETTLEMENT PAPERWORK

Dear

Enclosed is the settlement agreement drafted by Quarles and Brady of which we spoke. Each of you needs to sign on the last page above your name. Then please return the document to me, at your earliest convenience, so I can send the remaining check to you.

I hope your Easter was indeed a blessed one. I will be in touch shortly to see how I may be of further help to you and your family. Know that you all are in my prayers and thoughts daily.

If I can answer any questions on this paperwork, please feel free to give me a call (414-769-3436).

Easter peace,

Kizabeth C. Piasecki, PsyD.

Coordinator, Archdiocesan Response to Sexual Abuse

Archdiocese of Milwaukee

ECP:saz

Enclosures

WI 53207-0912 414/769-3400 FAX 414/769-3428

3501 S. Lake Drive

P.O. Box 07912

Milwaukee.

Member Catholic Charities USA



CATHOLIC CHARITIES, INC. ARCHDIOCESE OF MILWAUKEE

SEXUAL ABUSE INTAKE REPORT

Intake Call:	Date: March 17, 1997	Time:	By: Liz Prasecki, PsyD				
Coordinator	Date: March 17, 1997	Time:	By: Liz Piasocki, PsyD.				
Contact		Phone	(n Person				
Person Reporting: Phone Number:							
Current Address							
Allegations made by: (if not same as above) Name: . Address:	Same		Date of Birth.				
Phone:			Allegations _ 12 = 13 years old				
Allegations Against: Rev. Wi	Iliam Effinger (deceased)						
Time Period: Spring Break 1988 - sometime in 1989, exact month unknown, while Fr. Effinger was pastor at Holy Name.							
Where:	Holy Name Parish in Sheboygan						
Reported: (Previously? To Whom?)	Not reported previously						
Alleged Ahuxa: alleges that he was offered alcohol, photographed in the nude, molested, and forced same bed with Fr. Effinger on multiple occasions when he went on two multi-day vacations were printed by the his parents because							
History:	is a 20 year old single male who lives in may have been molested by Fr. Effinger in September of 1994. At that time met with Fr. Dan Sanders, the present pastor at Holy Name, and with Dr. Piassecki, the Archdiocesan Coordinator of Sexual Abuse to express their converses and thoughts about this possibility at that time, denied that he had been abused. In the opinion of his parents, had "turned into the devil" and was exhibiting acting out behaviors (e.g. and they feared that this was the result of possible abuse by Effinger, noting that and accompanied Fiftinger on several vacations alone as a minor. On March 17, 1957, the called algain. This time had admitted to having been abused by Effinger although he would not provide the details to them threatly. In additional provide the details to them and the continued his acting out behavior over the core two years and had developed an and March 20, 1997. In detailed the allegations of abuse listed above directly to her at that time.						
Current Therapist: None							
Next Steps:							
 Report allegations to Archbishop Weskland, Beshop Sklar, Cathwlic Mutual, and legal counsel. Arrange for meeting of the with the bishops at Incir request. (Held on March 24, 1997). Arrange for settlement agreement detailing therapy caps and arrangements, and financial compensation Assist with ongoing pastoral care as requested by the family (Dr. Piasecki and Fr. Sanders). 							
Report given to:							
X Arthbishop Weakland	X Bishop Ski	<u>Х</u> Я	r. Carrol Straub (Gergy)				
Fr. Al Velk (Religious)	Rick Tank	(Non-Clerie)	r. Lea Burblan				
X Matt Flyrur (Legul) John Gorski (Insurance)							

ECP/action197

Archierop Rembert G. Theakland P.O. Box 2018 Milwarker, Str. 53201

This type of treatment.

den archlishop, This letter is in the form of a formal Complaint in regard to Revered William L. Effinger of St. Francis de Salu (Ranch in Lake General, Tresonain. My son, age 13 years, was sexually molested by Jather Effinger on Easter Sunday, april 15, 1979 at The parel rectory. I have confronted Lather Effinger, face to face, in this matter and he admits to these Charges. It is my request that I ather & ffinger be relieved of his postoral duties at It Francis de Sales parish for the meeface of my son and other young Children in the parish. I would also strongly recommend that psychotherapy be administract to Jacker & ffrager in that I feel he is in great need of

Thy wife and I do ful great pety

for this man and do not desire any scandal in this matter.

At were my decision not to discuss this matter with I ather I rank Epanish, the paster of it I ramis, as I feel this is the arehbertop's prerogative.

Bishop Richard Shlba

Sear Debro Lella, jour letter. It dient you was the said at the dient you was the said at dient you was and at dient you was the said at dient you was the said of and the said was the said of the sa

1/26/03

We hope and young 2003 wear of justice, peale an orke hoped for a Detter y

ADDENDUM TO AGREEMENT BETWEEN AND THE ARCHDIOCESE OF MILWAUREE

WHEREAS, which was executed a Settlement					
Agreement and Mutual Release, along with					
St. Francis DeSales Catholic Church, William Effinger, and					
the Roman Catholic Archdiocese of Milwaukee, which Settlement					
Agroement and Mutual Release is attached to this addendum and					
incorporated by reference; and					
WHEREAS, the settlement amount to be paid to					
under that settlement agreement is \$2,000,					
receipt of which is acknowledged; and					
WHEREAS, and the Archdiocese of					
Milwaukee mutually agree that in further consideration of					
signing the Settlement Agreement, and for					
the mutual promises made in the attached Settlement					
Agreement, and for other valuable consideration, receipt of					
which is hereby acknowledged, an additional \$21,000 will be					
paid to by the Archdiocese of Milwaukee,					
receipt of which is hereby acknowledged;					
NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:					
1. The Archdiocese of Milwaukee, in further					
consideration of the mutual promises made between the					
Archdiocese and many in the attached Settlement					
Agreement, and for other valuable consideration, receipt of					
which is hereby acknowledged, agree to pay					
the sum of \$21,000, in addition to the \$2,000 paid to her					
under the attached Settlement Agreement, for a total payment					
· i					

of \$23,000. All parties will bear their own costs and attorneys' fees associated with this settlement.

- \$2,000 under the attached Settlement Agreement, and an additional \$21,000 from the Archdiocese, receipt of which is hereby acknowledged, she is entitled to no further amount of money for any reason pursuant to the attached Settlement Agreement and this addendum.
- further agree that nothing in this addendum shall be construed to change in any manner any of the terms of the attached Settlement Agreement and Mutual Release entered into between them, and signed by the Archdiocese of Milwaukes on February 18, 1994, and by

 on May 11, 1994, other than that

 additional \$21,000, receipt of which is hereby acknowledged.
- 4. In witness of this addendum to the agreement, we have hereunto set our hands on the dates respectively indicated.

ROMAN CATHOLIC ARCHDIOCESE

OR WITMAUKEE

nate.

IN PRESENCE OF:

IN PRESENCE OF:

Elabere C. Pragel

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "Agreement") is made by and between

St. Francis DeSales
Catholic Church ("St. Francis"), William Effinger, and the
Roman Catholic Archdiocese of Milwaukee (hereafter
"Archdiocese"), and all of its affiliated entities.

whereas, allege certain claims against William Effinger, St. Francis, and the Archdiocese, arising from certain sexual abuse of by William Effinger commencing in or about 1972 and continuing for a period of time thereafter; and

WHEREAS, and further allege that the Archdiocese and St. Francis may be liable for the actions of William Effinger that give rise to the alleged claims; and

WHEREAS, William Effinger, St. Francis and the Archdiocese deny claims, and there is a dispute between the parties; and

WHERRAS, the parties to this Agreement wish to settle and compromise all claims of

against William Effinger, St. Francis, and the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's and St. Francis' employees, agents, officers,

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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, arising from the alleged abuse of by William Effinger 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 abuse of by William Effinger;

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. William Effinger, St. Francis and the Archdiocese jointly agree to pay to the total sum of \$15,000, and to the total sum of \$2,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees associated with this settlement.
- 2. William Effinger, St. Francis, and the Archdiocese jointly agree to pay for five years of psychotherapy expenses for with a cap on those expenses per year of \$5,000. Therapy bills are to be submitted directly to the Archdiocese from a licensed therapist approved by the Archdiocese's Professional Review

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Panel, and will be promptly paid upon receipt of those bills. Consent to selection of a therapist will not be unreasonably refused, and the Professional Review Panel within thirty days of his will inform designation of a therapist whether or not that therapist has been approved, with reasons given in the event of refusal. The parties further agree that the Archdiocese shall make payment to the therapist for reasonable bills, charged at the customary normal rate charged by that therapist to his or her patients generally, for therapy services actually provided to for up to a capped amount of \$5,000 a year for five years commencing on February 15, 1994, and ending on February 15, 1999. The total joint obligation of William Effinger, St. Francis, and the Archdiocese under this paragraph shall not exceed \$5,000 for any individual year, nor shall it exceed a total of \$25,000 for the five year period.

3. In addition to the amounts set out paragraphs 1 and 2 above, William Effinger, St. Francis, and the Archdiocese jointly agree to pay up to \$13,000 on behalf of for medical, hospital, past psychotherapy bills that alleges he has incurred and is unable to pay, subject to the following conditions. Any medical, hospital, or psychotherapy bills to be paid under this paragraph must have been for services actually provided to by a licensed therapist, medical doctor, or hospital prior to February 1, 1994, and

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billed at that entity's customary rate. Any bills for services that seeks to have paid under this paragraph must be sent by or by anyone else at his request, to the Archdiocese of Milwaukee, P.O. Box 07912, Milwaukee, WI 53207-0912, Attn.: Wayne Schneider, and must be received by the Archdiocese of Milwaukee prior to February 1, 1995. Any such bills must be sent by certified mail, with a record of receipt by the Archdiocese. Proof of receipt prior to February 1, 1995 by the Archdiocese is of the essence. The Archdiocese, St. Francis, and William Effinger will not be obligated under this paragraph to pay for any past medical, hospital, or psychotherapy bills on behalf of that are not actually received by the Archdiocese prior to February 1, 1995, and in any event the total joint obligation of William Effinger, St. Francis, and the Archdiocese under this paragraph for payment of past medical, hospital or psychotherapy bills of shall not exceed \$15,000.

4. In return for the payment in paragraphs 1 and 2 above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged,

agree to release and forever discharge William Effinger, St.

Francis DeSales Catholic Church, Parish and School, the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's and St. Francis' employees, agents, officers, directors and assigns, including, without limitation, all

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members of the Roman Catholic clergy, and all parishes and schools, 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, loss of society and companionship, or otherwise, of any nature that either or both 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 William Effinger.

- 5. William Effinger, St. Francis, 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.
- 6. As a condition precedent to the payment of the sums set out in paragraphs 1, 2, and 3, and and hereby agree 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 William Effinger, St. Francis and the Archdiocese of Milwaukee, or the terms of this Agreement. The terms of this agreement relating to confidentiality do

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not apply to any disclosures made to therapist, attorney, support person (as that term is used in AODA treatment) or close friends or relatives.

understand and agree that the confidentiality and secrecy required in this Agreement are material considerations for the payments to be made pursuant to this Agreement.

- 7. The parties agree that this agreement is not an admission of liability on the part of any party.
- THEY HAVE READ THE FOREGOING AGREEMENT, AND FULLY UNDERSTAND 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.
- 9. In witness of this Agreement, we have hereunto set our hands on the dates respectively indicated.

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IN PRESENCE OF:
Clyndelle C. Pressell

WILLIAM EFFINGER

William Offinge.
Date: 4-25-94

IN PRESENCE OF:

ROMAN CATHOLIC ARCHDIOCESE OF MILWAUKEE

By: Fr. R. Thomas Venne

Date: 2/18/94

IN PRESENCE OF:

Efotote C Quesone.

ST. FRANCIS DESALES CATHOLIC CHURCH

By: Fr SwMQ learn

IN PRESENCE OF:

Efatett C. Marich

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "agreement") is made by and between (hereafter sometimes referred to as "claimant"), and the Roman Catholic Archdiocese of Milwaukee (hereafter "Archdiocese"), William Effinger, and St. Francis DeSales Catholic Church (hereafter "St. Francis"), hereafter sometimes collectively referred to as "respondents".

WHEREAS, the claimant has alleged certain claims for damages against the respondents, based on certain allegations that William Effinger sexually abused in or around 1978, and continuing for a period of time thereafter; and

WHEREAS, further alleges that the Archdiocese and St. Francis may be liable for the actions of William Effinger that give rise to the alleged claims; and

WHEREAS, the respondents deny the liability alleged and there is a dispute between the parties; and

WHEREAS, the parties to this agreement wish to settle and compromise all claims of against the Archdiocese of Milwaukee, William Effinger, and St. Francis DeSales Catholic Church, and against all of the Archdiocese's and St. Francis' employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all religious orders, all parishes, including without limitation St. Francis DeSales Catholic Church and

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any persons or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, including, without limitation, all insurers of the Roman Catholic Archdiocese of Milwaukee and its affiliated entities, arising from the assaults and other conduct of William Effinger alleged by claimant, without the necessity and expense of formal litigation, and wish to generally release one another from all liability for any claims that may exist to the date of the signing of the agreement, including, but not limited to, any sexual abuse, assault, negligent supervision, or other claim by against the Archdiocese and St. Francis, and against any other persons or entities listed above who may allegedly be responsible for the actions alleged;

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:

jointly the total sum of \$10,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees associated with this settlement. In addition to the payment above, the respondents jointly agree to pay for six months of psychotherapy expenses for with a cap on those expenses of \$3,000. Therapy bills are to be submitted directly to the Archdiocese from a licensed therapist and will be promptly paid upon receipt of those

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bills. The parties further agree that the Archdiocese shall make payment to the therapist for reasonable bills, charged at the customary normal rate charged by that therapist to his or her patients generally, for therapy services actually provided to

for up to a capped amount of \$3,000 commencing on April 1, 1995, and ending on October 1, 1995.

2. In return for the payments above, and for the mutual promises contained herein, and for other good and consideration, receipt of which is valuable hereby releases and forever acknowledged, discharges St. Francis DeSales Catholic Church, William Effinger, the Roman Catholic Archdiocese of Milwaukee, and all the Archdiocese's and St. Francis' employees, agents, officers. directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all religious orders, all parishes, including without limitation St. Francis DeSales Catholic Church and all of its employees, agents, officers, directors, and assigns, 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 of any nature, whether in tort, contract, or otherwise including but not limited to negligent supervision, respondeat superior, conspiracy, and punitive damages, that he may have had at any time up to and including the date of the signing of this

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agreement, including but not limited to any claims arising from any assault, injury, whether physical or mental, or any other activity of William Effinger, including any claim for loss of companionship or other damages.

- 3. William Effinger, St. Francis DeSales Catholic Church, and the Archdiocese of Milwaukee hereby release and forever discharge the claimant from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this 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. Nothing in this agreement shall be construed as an admission of liability on the part of any party.
- declares that he has read the foregoing agreement; discussed it with his lawyer; and fully understands its terms.

 further declares that he has obtained professional counseling for the injuries and assaults alleged and understands their impact on him, and

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understands that his condition could worsen in the future; 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 of any nature that he may have against the respondents.

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

WILLIAM EFFINGER

William Effrages
Date: 4-3-85

In the presence of:

ST. FRANCIS DESALES CATHOLIC CHURCH

By: Jant Jam

Title: ASPOR

Date: 3/24/95

In the presence of:

Wany Hogan

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ARCHDIOCESE OF MILWAUKEE

By: / Kulumlumlumlum

Title: Chancellor

Date: 3-20.95

In the presence of:

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Entry for the Chart of

12/13/94 by Liz Piasecki

I spoke today with	. I called her at the request of				
Father David Braun who had spoken with	after the Archbishop's				
interview appeared in the newspaper.	was disturbed over the article				
in the paper. She said that read the article					
William Effinger. said that	were close friends of				
Father Effinger and they had entertianed him a number of times at their home in					
Lake Geneva. She said that they had three boys w	tho shared a bedroom. The boys				
used to comment that I hope he (meaning Father I	effinger) doesn't come into our				
bedroom and wake us up.	She said				
that in one week Effinger was mysteriously gone. She noted that her middle boy					
called Effinger a "faggot" and then it came out tha	t he had been molested. Another				
son said Effinger tried to do that to him as well, hi	ut he rolled over in bed. Their				
son is now					
	She				
has asked for some assistance for who was	- · ·				
therapy. She would pass on the information that the Archdiocese does assist with					
therapy for victims of sexual abuse by clergy. She	works at				
She also can be reached by ca	lling her on Tuesdays and also				
after 3:00 p.m. at home.					

SEXUAL ABUSE LOG - SEPTEMBER 1993

9/13/93 by Liz Piasecki

Today I contacted Father Dan Sanders at Holy Name Parish in Sheboygan at the request of Bishop Sklba. Father Sanders had indicated to Bishop Sklba that they were in need of some further work in Sheboygan and that the District Attorney, Mr. Robert Wells had, in fact, made a request to be in contact with someone at the Diocesan level. According to Father Sanders, the District Attorney has some concerns about what has happened post legal process regarding Father William Effinger. Father Sanders is going to arrange a meeting with myself and the District Attorney and himself and we will get together to discuss further what the DA's concerns are.

SEXUAL ABUSE LOG - SEPTEMBER 1993

9/1/93

Today I had a discussion with Wolfgang Strauss who was the probation officer in Sheboygan who did a pre-sentence investigation on Father William Effinger. He wanted to meet me and to let me know his concerns about the cooperation that he received in terms of trying to get background information for his pre-sentence on Father Effinger from the Archdiocese. He had some serious concerns about the cooperation and lack of information he received from the Vicar for Clergy, Father Venne. I indicated to him that my sense is that if we say we are going to cooperate with the civil authorities, we will be cooperating with the civil authorities in the future. He is a very nice man, had some genuine concerns and some real concern for the Archdiocese of Milwaukee in terms of improving its response to clergy sexual abuse.

Dear Cickbishop Weakland My husband and I have only recently learned that our fon, a victim of tather Effingen prodopshele abuse at Holy Name Gherch and we are devastated. We confirmted with their information on a ricent trip to where he is a I came away from this visit with two important conclusions. First, very indittered and angry that the archdeocese would reasseys Father Effinged to Holy Name knowing full well his past perdopahile history. We cannot possibly imagine the farreaching effects of his horaendone actions on these very young innocent boyd, their familied, and spoused. and w married to a wonderful young women, whom he has chosen to leave in

his last place of residence, Hed His altempt to deal with his past abuse experience had placed . and he continued to live in isolation from both and his family. remained hopeful that will forme healing. may oace again become be young man she fell in love with and She has spent this time apart from in intensive counseling trying to make some sense of this Roundon "petuation. She loved him very much! My second impression from our visit concerns loss of fails. He had made it clear that the Catholic Church will hered again be a part of hie life and the makes me very pad I droit know if will ever agree to any countries or professional helps, to search for a resolution and healing for his He's left me with the impression

that only he can forme-how work Through this hornble pituation. I pray that he will eventually such some professional therapy. I am powerless to know how to help him. It is so dreadful that the vectim somehow becomes the guilty.

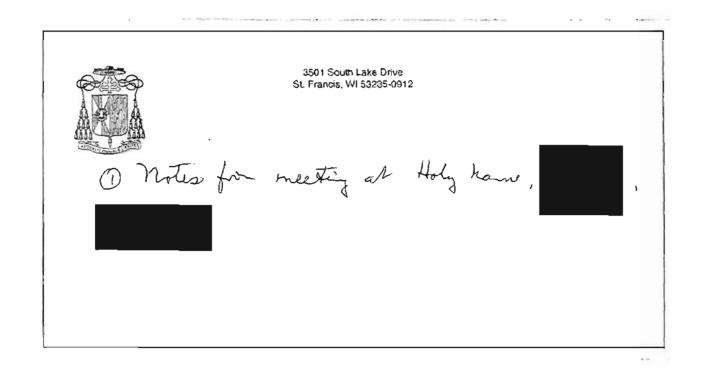
I know that will be upset that I have written to you. If you choose to respond to the letter, address is:

From a loving and concerned mether.





And Siehop Rembett Weekland 3501 South Lake Drice Pobox 07912 Milesaukee, Wi 53307-0912



Thank - my chave a sufded De good james or good weel a de - de de if 1992 - aller alley; sixed alux 33 year ago - Foul our B.E. postor of HN tolkor!) to lesson! Ju 18, 1993 - Did ner shor up, T.V. called his house on a ste line -Any 18, 1992 - called again.

did not key against to see who Thuch would do . Scholad meet friends Set. Der 8, 1992 - with T.V. (Vayed by chand 12-3) Ton - On the others to Venue said -- alexan hunde of ank B. E. & leave from and, - insisted parish he told venson. of my if I will us meeting. Had alvedy gone F chand 12.

Q. Oct 14, long iture at Chal 12 on sy. aluse for "jewel proper & air N 20 8) month. - They already had been in truck with . On Oct. 24 at Getter. Tolocalled. They had moved up deporting. — into Ch. 12 had come to metry. wind - had outsid comisse for B.E. -Oct. 25 - 8:00 langer called in . Some Send Don Weber (abulan) F toll F fail, Juster and B.E. mo's - felt of to remign - years wert an, mor or more remains, daily, weren to - (menons) - (gut)

What is as many -Done for Knoch dang- an so your of a 3 3 at least one for about 12 years ago in Sharpy - looks like there may be another. Dalacholis - Seller 2- scoml & pus bream 1 mont. 1? Pelophilie - no more the: fewel south (where pulseur) - no cur -= troje for child - year up not see an - Egleboghilia - attacte Tours voud adults - Ching - rounded no I could write honorique aphebogliles. -- Formation Who or possib. Jew? Puboly now - like alcoholin - poeling the What tents? hovelid on's get - no mater adult

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: regart we do no. if (citte 6 years) indid nestrited mint -(Dongerous low, ...) have country help - some have country help - lowelly drawn (bufor 1887) work it out. Perou care - # 650,000 seguind gottine -150,000 by on - Sloes it have anyth \$ do with celibre ? - having doe of his polyhilis - (note Porter)
- Sou woho un molested eter celibre con. on a
oder of F chal with it subconsily. - this less stree or quit - mit - mor priets works alone now - organ systems of

- Valid of hum 5.ts. loss - by rige Future: 1 packraged daulyt -@ Relabilitate but not many 1 - almost new will be possible. De Le Tromed Foley xx too risky 3 dismind? - still up i air - better for church.
- but better for rosinty ?? Casas: (2) comistions
-(2) alleg., policia min, dogs !. Dead coses-ally deied - with fire the. @ - suttle out 1 cont? - single allegation.

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MEMORANDUM

DATE: November 2, 1992

Carrier.

FAXED TO: Archbishop Weakland, Bishop Skeba, M. H. Johnston, O.P.

Other resource people received by hand/phone

FROM: Joan Boehm

HOLY NAME TOWN HALL MEETING

REVISED TIME: 7 P.M.

ATTENDANCE: (Estimated by several Holy Name parishioners)

200-450

REVISED DECISION ON MICROPHONE FOR AUDIENCE:

Hard acoustics, estimated large audience will make hearing very difficult for resource people and facilitator as well as audience. Also, audience has strong need to be heard.

Therefore, a microphone will be on floor (held by Boehm to assure all speakers an opportunity to speak.)

CONCERNS EXPECTED TO SURFACE REPEATEDLY:

- 1. Fr. Effinger's well-known history of alcohol abuse ... Why didn't the Diocese "do something" about it?
- 2. Why didn't Diocese respond to the parishioners' calls, letters, etc. concerning his problem?
- Why did parishioners learn about Fr. Effinger from the media?
- 4. Why doesn't someone address the needs and negative peer assessment being experienced by our children who were not physically abused but feel "scorned" by their peers because of their association with Fr. Effinger?

Questions 1, 2, and 3 evoke very strong feelings. They may be repeated by many speakers ... and patience in repeating the answers will help clarify this issue for the audience.

AGENDA: (All resource people and facilitator should gather 10 minutes before 7 p.m. to confirm or revise the agenda.)

1. Archbishop will welcome, reflect on the weekend Masses, the strength of the parish as well as the enormity of the loss. Encourage openness... assure tonight's listening and on-going responsiveness.

Announce Judge Folcy here or later in response to a question.

- Introduce facilitator Mary Howard Johnston O.P. member of the Program Benjamin Board of Directors and extensive experience as a former Asst. D.A.
- 3. Facilitator will introduce resource people . . . set ground rules. Announce that in order to try and give everyone a chance to be heard, would appreciate it if speakers would speak for only a few minutes. Also, will announce that meeting will end at 9 p.m. . . . Ongoing responsiveness and concern remains.

Introduce Mrs. Bochm at microphone. "She's there to assist you."

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TO Archbishop Weakland FROM: Joan Boehm

RE: an in-house coordinator for your "team" would serve as the focal point and clearing house for all informationa and plans.

- Will help to eliminate the sense of uncertainty in team members.
- 2. Will reassure them that they will perform as you wish.
- 3. Reassure you that all elements are in place.

WOULD YOU CONSIDER ...

.Holding a meeting of the team soon to assure it is ready to move into action AT A MOMENT'S NOTICE WHENEVER NEEDED.

The positions of the team members should consider this a permanent assignment in the event of future incidents.

.Appoint the in-house team coordinator (it has to be someone who is used to facility coordination, meeting processes and meet deadlines. Also, must be sensitive to parish and individual needs and CONFIDENTIALITY ISSUES) Would Gallagher be good for this?

.Could I attend any meeting to review the Channel 12 videos to determine if there is going to be a legal response to their method of investigative reporting of this incident?

FOR YOUR INFORMATION ...

- . I agree with your thought on Barbara Cusack as spokesperson. She is thoughtful, energetic, decisive, confident and NOT FEARFUL of the media. If she is ever misquoted, she won't waste much time "fretting" about it. She is bright, knowledgable and a wonderful representative.
- Regarding Jean Mulrooley. She is a very conscientious and meticulous professional. She is attentive to detail and accuracy. She is also able to see the "big picture." I hope when you and Dan Henry assess the Communications Office needs, her strengths and potential are recognized. I don't see that office benefitting another round of television and radio performers... although I do recognize the need for you to have a "breather" from the media hot seat. Perhaps Dan Henry and Cusack could fill the spokesperson role and the rest of the communication needs be filled by less expensively by free-lancers or part-timers. (there are many people out of work in this field)

MONITOR YOUR PHYSICAL STRENGTH. THIS HAS BEEN AN EXHAUSTING TIME...AND THE FLU IS AROUND. TAKE CARE.

Thank you for allowing me to serve you.

مي د اداره (۱۳۵۰ مودور) دادرهای دادرهای

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between and the Roman Catholic Archdiocese of Milwaukce, and all of its affiliated entities, schools, and parishes, including, without limitation, St. Francis de Sales Congregation and School (hereafter "Archdiocese").

Effinger (hereafter "Effinger"), a priest of the Archdiocese, during approximately 1979 when was a minor. The Archdiocese has acknowledged this fact to be true.

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, 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 hy Effinger 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

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:

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- 1. The Archdiocese agrees to provide with \$50,000. These funds shall be used at a count discretion.
- 2. The Archdiocese of Milwaukee agrees to provide payment for counseling for and his immediate family members (parents, siblings, spouse and children). 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.
- 3. The Archdiocese of Milwaukee agrees that pastoral outreach to victims-survivors is essential and, as such, commits to facilitating and supporting an outreach program for victims/survivors of clergy sexual abuse in the Lake Geneva area, in conjunction with the pastors of the area parishes, parish leadership, victims/survivors of clergy sexual abuse, and other professionals. The goal of this coalition will be to create a regionally-focused outreach plan to best serve the needs of victims-survivors and their families in the Lake Geneva area. This includes the establishment of support groups for victims/survivors and their families, as well as a support network for any victims/survivors yet to come forward. Meetings to develop such a plan will begin by September 15, 2004.
- 4. and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment to other than that specifically enumerated in these paragraphs.
- 5. In return for the payments set out above, and for the mutual promises contained herein, 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,

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and all parishes, schools, and religious orders, including, without limitation, St. Francis de Sales Congregation and School 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 the assault, injury, whether physical or mental, or any other activity by Effinger.

- The Archdiocese hereby releases and forever discharges 6. 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.
- 7. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. This Agreement may be executed in counterparts, each of which shall constitute an original, no other counterpart needing to be produced all of which, taken together, shall constitute the same instrument. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.
- 8. 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.

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hdiocese of Milwankee

by: Dr. Barbara Anne Cusack

7/19/ Loo4 Date 7/21/04

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AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between

thereafter whose address is

and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities,
schools, and parishes (hereafter "Archdiocese")

has brought to the attention of the Archdiocese that he was sexually abused by

William Effinger (hereafter "Effinger"), a priest of the Archdiocese, when was a

minor.

and the Archdiocese entered into mediation to achieve reconciliation and
restoration, to help repair the emotional pain to 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 the sexual abuse of by William Effinger 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 Effinger.

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:

- The Archdiocese agrees to provide, in a timely manner, payment for counseling by a counselor, psychologist, psychiatrist and/or other mental health provider and for non-experimental medication as deemed necessary and appropriate by his/her counselor for and his immediate family members (i.e., spouse and children, mother, siblings). 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. The Archdiocese shall not have access to any medical records other than the treatment plan prepared by his/her counselor. This payment and reimbursement is limited to medication and therapy expenses including hospitalization if needed relating to injuries suffered as a result of the sexual abuse of
- 2. The Archdiocese affirms its commitment to protect children and youth and to prevent future abuse of minors especially through education of clergy and school children.
- 3. The Archdiocese agrees to provide with \$40,000. These funds shall be discretion for purposes he deems helpful in his healing.
- 4. The Archdiocese agrees to provide with \$30,000 to assist with payment of debt related to the sexual abuse of yellows.
- 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 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 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,

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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 the assault, injury, whether physical or mental, or any other activity by Effinger.

- 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.

Archdiocese of Milwaukee

by: Dr. Barbara Anne Cusack

2.8.05

Date

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AGREEMENT AND MUTUAL RELEASE

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(hereafter and the Roman Catholic Archdiocese of Milwaukee, and all of its

affiliated entities, schools, and parishes, including, without limitation, St. Francis de Sales Congregation
and School (hereafter "Archdiocese").

has advised the Archdiocese that he was sexually abused by William Effinger

(hereafter "Effinger"), a priest of the Archdiocese, when was a minor. The Archdiocese has acknowledged this fact to be true.

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 the sexual abuse of by Effinger 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 Effinger.

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. The Archdiocese agrees to provide payment not covered by insurance for counseling and non-experimental medication prescribed by a licensed counselor relating to the medical and physical well

payment and reimbursement is limited to medication and therapy expenses relating to injuries suffered as a result of the sexual abuse of the sexua

- The Archdiocese agrees to reimburse for unreimbursed counseling costs relating to injuries suffered by as a result of the sexual abuse of by Effinger prior to this Agreement, based on the submission of proof of payment and in accord with reimbursement policies in place at the time the counseling was undertaken.
- 4. The Archdiocese agrees that pastoral outreach to victims-survivors is essential and, as such, commits to facilitating and supporting an outreach program for victims/survivors of clergy sexual abuse in the Lake Geneva area, in conjunction with the pastors of the area parishes, parish leadership, victims/survivors of clergy sexual abuse, and other professionals. The goal of this coalition will be to create a regionally-focused outreach plan to best serve the needs of victims-survivors and their families in the Lake Geneva area. This includes the establishment of support groups for victims/survivors and their families, as well as a support network for any victims/survivors yet to come forward. Meetings to develop such a plan.
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schools, and religious orders, including, without limitation, St. Francis de Sales Congregation and School 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 the assault, injury, whether physical or mental, or any other activity by Effinger.

- 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. This Agreement may be executed in counterparts, each of which shall constitute an original, no other counterpart needing to be produced all of which, taken together, shall constitute the same instrument. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.
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Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

10/4/04 Date

10-7-04 Date

nocese of Milivaukee

by: Dr. Barbara Anne Cusack

651. William Bffinger

On October 26, 1992 I called review the circumstances and events since our last telephone conversation and to report on the actions taken by the Archdiocose. He felt strongly that this was a teachable moment and that some efforts toward general forgiveness should be pursued with clear information to those whose work regulred that knowledge. I also spoke with both Pr. David Brown In Lake Congve and Fr. Jerry Brittain in Renorda to review the basic circumstances which led to Bill Effinger's departure from Holy Name Parish in Sheboygan, to alort them to possible inquiries within their own respective parish communities and to make sure that Project Senjamin revources were available to anyone who may allege inappropriate behavior from the past. That same morning I opoke with the Parish Secretary, Claudia and fr. Terry Huebner of St. Peter Claver Parish in order to offer pastoral support as the wound is re-opened and to seak any advice they might have for us at this time.

That same day I also spoke with who acknowledged that Bill has been depressed for a long time, but has not spoken of any of the Library raised by Channel 12. Poter knows where Bill is and will send a card to me with the request that I forward it to Bill's address.

Also that mame day both Tom Vennes and I spoke with Hatt Flynn who cautioned

RJS

775. Effinger, William

On October 27, 1992 I received a call from Dave Braun that the had come to see him about their concerns because they had written about their son. He also said Ch. 4 & 12 had tried to reach him. I told him in the absence of our Press Person, we were referring all news media to Archbirhop Weakland's Office. I also received a call from the whole who said he had been a victim of Bill Effinger and didn't want it to happen again. He said only a few weeks ago he had been thinking about coming forward now that he was older. I explained to him that the present allegations were from 23 years ago and we just found out. I told him what Bill had done since that time with treatment and how we followed the best advice that we could get at the time. He wasn't aware that

Effinger, William - continued

this was from before his time at Lake Geneva. He feels we will get other calls since he knows it did happen to others. He said he will feel very upset if he finds out we placed Bill as a Postor, and it happened squin in Sheboygan. I received a call from mother. She was concerned because they had

mother. She was concerned because they had sent a letter shortly after Hill Effinger left Lake Geneva so that the abuse of their son might be a matter of record. She was disturbed that the Archbishop said there was only one other case, when she knew of another reported from Lake Geneva. She said that they had destroyed their copy of the letter so as not to have their son son it. I fold har that Archbishop Weakland had gone to Sheboygan on Monday after being away for the weekend and had not had a chance to check everything. I told her that I had talked to the Archbishop this morning and that I had sent him a copy of her letter. She was very thankful that we did have a copy of it and didn't indicate any animosity toward the Diocese.

I received a call from who was at St. Mary's Parish in Kenosha when Rill was there. In 1972 when he was a Freshman in High School, Bill had parties in the gym and had the boys sleep overnight. The kids liked him and looked up to him. One time Bill came about 11-12 midnight and brought beer and cigarettes. He took one boy to the Sacristy for Rine and the boy came back and said Bill tried to fondle him. If was not abused but knows two who said they were. He asked if I wanted their names. Neither is in Kenosha anymore. I told him If he wanted to contact them and give them my name and number I would be happy to talk with them if they wanted to do so.

I talked to Bob Effinger, Bill's brother, who called from the airport in Chicago. He heard about the news report from his son. He was not aware of any of this. He asked where Bill was and I gave him the number to call. He asked where his sister was and I informed him that I was told she was staying with one of her children.

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Select Effinger Sexual Abuse Intake Reports

2/26/98 Sexual Abuse Intake Report documenting report of 13 year old male abused by Effinger at Holy Name Parish in approximately 1988. The abuse occurred in the context of an overnight party in the school hall. Effinger reportedly gave the individual alcohol prior to the incident.

1/15/04 Sexual Abuse Intake Report documenting report of abuse by Effinger when male was around 12 years old in the late 1960s at St. Mary's in Kenosha. The individual reported sleeping overnight in the gym and Effinger providing beer for him and other boys. The individual woke up and was tied up and does not know what may have happened.