

# Bishop Accountability

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## Text of settlement agreement

Following is the text of the settlement agreement between Paul J. Marcoux, Archbishop Rembert Weakland and the Archdiocese of Milwaukee.

Milwaukee Journal Sentinel

<http://www.jsonline.com/news/metro/may02/45573.asp>

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement and General Release Agreement (hereafter "Agreement") is made by and between Paul J. Marcoux, (hereafter "Marcoux"), the Archdiocese of Milwaukee (hereafter "Archdiocese"), Archbishop Rembert Weakland, both individually and as representative of the Archdiocese (hereafter "Archbishop"), and all of the affiliated personnel and entities of the Archdiocese.

WHEREAS, Marcoux alleges certain claims against the Archdiocese and the Archbishop, including, without limitation, intentional interference with contractual relations, breach of fiduciary duty and trust; reckless hiring, retention, supervision, and training; sexual assault and battery; and intentional infliction of emotional distress; and

WHEREAS, the Archdiocese and the Archbishop deny Marcoux's claims, and there is a dispute between the parties; and

WHEREAS, the parties to this Agreement wish to settle and compromise all claims of Marcoux against the Archdiocese, the Archbishop, and all the Archdiocese's employees, agents, officers, directors and assigns and affiliated and successor corporations and individuals, 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, whether in the territory of the Archdiocese or otherwise, anywhere in the world, including, without limitation, the Benedictine order, the Benedictine Confederation, and all Abbeys, Pories, and personnel wherever located who belong to or are affiliated in any respect with the Benedictine Order or the Benedictine Confederation, (hereafter collectively referred to as "the Released Parties"), 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;

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 Archdiocese and the Archbishop jointly agree to pay to Marcoux the total sum of \$450,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys fees associated with this settlement. Paul J. Marcoux agrees that the payment of \$450,000 referenced in this paragraph will be complete, and will be satisfied, when these settlement funds are wire transferred into the following account at the head office of the Bank of Montreal, Quebec, Canada.

(account number deleted by the Journal Sentinel)  
Brent D. Tyler in Trust for Paul Marcoux

Paul J. Marcoux specifically agrees and acknowledges that receipt of the funds in that account constitutes receipt of the funds by him.

2. In return for the payment in paragraph 1 above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Paul J. Marcoux agrees to release and forever discharge the Archdiocese and Archbishop Rembert Weakland, both individually and as representative of the Archdiocese, and all the Archdiocese's and the Archbishop's employees, agents, officers, directors and assigns, and affiliated and successor corporations and individuals, including, without limitation, all members of the Roman Catholic Clergy, and all parishes, schools, and religious orders anywhere in the world, and any person or entity affiliated with the Roman Catholic Church anywhere in the world, including without limitation the Benedictine Order, the Benedictine Confederation, and all Abbeys, Pories, and personnel wherever located who belong to or are affiliated in any respect with the Benedictine Order or the Benedictine Confederation, and all Released Parties 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 Marcoux may have had at any time up to and including the date of signing of this Agreement, including without limitation any claim of any nature arising from any intentional or negligent interference with contractual relations; breach of fiduciary duty and trust; reckless hiring, retention, supervision and training; sexual assault and battery; intentional infliction of emotional distress; and any other claim

Ex 413

of any nature.

3. It is hereby understood and agreed that this Agreement is intended to constitute a full and final release by Paul J. Marcoux of all of his claims of any nature against the Archdiocese and the Archbishop, both individually and in his capacity as representative of the Archdiocese and all Released Parties and all their affiliated and successor personnel and corporations. Pursuant to this Agreement, the Archdiocese and the Archbishop and all Released Parties are, and shall be, discharged from any and all liability whatsoever.

4. Paul J. Marcoux further agrees and covenants not to sue the Archdiocese, the Archbishop, both personally and in his official capacity, and any of the Released Parties, for any reason and for any claim in the future.

5. The Archbishop and the Archdiocese hereby release and forever discharge Paul J. Marcoux from all claims, demands, and causes of action of any nature that they may have had that were in existence up to and including the date of the signing of the Agreement.

6. Paul J. Marcoux agrees to return the originals and all copies of any correspondence or other document that he has received at any time from anyone connected with the Archdiocese of Milwaukee, including, without limitation, Archbishop Rembert Weakland. Paul J. Marcoux further represents that he has retrieved all copies of any such correspondence and other documents from any individuals, including lawyers, to whom he has previously given them, and that all copies of these correspondence and documents are being returned in connection with this Agreement. Paul J. Marcoux further agrees to turn over to counsel for the Archdiocese, at the meeting where signed originals of this Agreement are exchanged, (hereafter "the Closing"), all of the above-mentioned correspondence and documents. Paul J. Marcoux further agrees to turn over to the counsel for the Archdiocese at the Closing all copies of any correspondence or other documents that he himself has sent to anyone connected with the Archdiocese of Milwaukee, including, without limitation, Archbishop Rembert Weakland, and he further represents that he has retrieved all copies of any such correspondence and other documents from any individuals, including lawyers, to whom he has previously given them, and that all copies of such correspondence and documents are being returned in connection with this Agreement. Paul J. Marcoux further agrees to turn over at the Closing the original and all copies of any draft complaints, pleadings, affidavits, and other documents and tapes, prepared by him or his counsel, or by or for potential expert or lay witnesses in connection with his claim against the Archdiocese and the Archbishop, and further represents and agrees that he has retrieved all copies of such documents in the possession of any individuals, including lawyers, who may have them, and has returned all such documents and copies to the counsel for the Archdiocese at the Closing.

7. As a condition precedent to the payment of the sum set out in paragraph 1, Paul J. Marcoux agrees not to publish and not to disclose to any third party, including, without limitation, any newspaper, any electronic media, reporters, and any other individual, or to release for publicity any of the allegations which he has made against the Archdiocese and the Archbishop, and the terms of this Agreement. Paul J. Marcoux understands and agrees that the confidentiality required in this Agreement is material consideration for the payment to be made pursuant to this Agreement, and in the event that he breaches this confidentiality requirement, upon such a finding by an arbitrator pursuant to paragraph 9 below, he will return to the Archdiocese all sums paid to him under this Agreement.

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

9. There is a dispute among the parties as to the veracity and good faith of the claims asserted by Paul J. Marcoux. Paul J. Marcoux, the Archdiocese and the Archbishop, both individually and as representative of the Archdiocese, further agree that in the event of any further dispute between them or involving the Released Parties after the signing of this Agreement, whether arising from the Agreement itself, or by any claims alleged by Paul J. Marcoux based on events occurring after the signing of the Agreement, they will resolve any and all such claims on the following basis. Any claim asserted by any party arising after the signing of the Agreement will be arbitrated in accordance with the rules and procedures of the American Arbitration Association in New York City. The parties agree that in the event of any further claim by Paul J. Marcoux against the Archdiocese or the Archbishop, whether personally or as a representative of the Archdiocese, or the Released Parties, he will first inform Attorney Matthew J. Flynn of the law firm of Quarles & Brady, privately and confidentially about that claim. He will direct his communication to Mr. Flynn at the following address:

Matthew J. Flynn, Esq.  
Quarles & Brady  
411 East Wisconsin Avenue  
Milwaukee WI 53202

In the event that Mr. Flynn is no longer at the firm of Quarles & Brady, Paul J. Marcoux agrees that he will direct such communication as follows:

Chairman, Management Committee  
Quarles & Brady

411 East Wisconsin Avenue  
Milwaukee WI 53202

10. Paul J. Marcoux agrees that he will have no further contact or communication with the Archdiocese or the Archbishop, other than as set out above. In the event that the claim is not resolved, Paul J. Marcoux agrees that he will submit the claim for binding arbitration to the American Arbitration Association in New York City. Paul J. Marcoux further agrees that any such claims will be governed by the confidentiality provision of paragraph 7 above. He further agrees that any documents or materials filed in connection with such arbitration will be confidential, and he agrees not to disclose them to any third party, including, without limitation, any newspaper, any electronic media, reporters, and any other individual, or to release for publicity any future claims made against the Archdiocese or the Archbishop. The parties further agree that the arbitrator on such a claim will award the prevailing party his reasonable attorney's fees, along with costs and disbursements.

11. Paul J. Marcoux further represents and agrees that he has instructed all counsel and expert witnesses that he has consulted in connection with his claims against the Archdiocese and the Archbishop, to observe the confidentiality provisions set out in paragraph 7 above.

12. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement.

13. This Agreement may be modified or rescinded only by a writing signed by all of the parties or their duly authorized agents.

14. In witness of this Agreement, we have signed our names on the dates respectively set out below.

Date: Oct. 8, 1998  
Paul J. Marcoux  
In presence of:  
(signature of Brent D. Tyler)

Date: Oct. 6, 1998  
Archbishop of Archdiocese of  
Milwaukee, both individually and in  
his capacity as representative of  
the Archdiocese

In presence of:  
(signature of Matthew J. Flynn)

#### AFFIDAVIT

I, the undersigned, Brent D. Tyler, attorney, exercising my profession at 83 St-Paul W., Montreal, Quebec, H2Y 1Z1, after having been duly sworn, do declare and say:

1. In August 1997, I was retained by Paul Marcoux in connection with a claim for sexual abuse against Archbishop Rembert Weakland of the Archdiocese of Milwaukee;

2. By letter dated August 29, 1997, I wrote to Archbishop Weakland to advise him of my client's claim and to invite him to instruct local counsel to enter into negotiations with a view to concluding a settlement of said claim; a copy of said letter is annexed hereto as Exhibit A;

3. On or about September 8, 1997, I received a telephone call from Attorney Matthew J. Flynn, of the firm Quarles & Brady, Milwaukee, requesting that I provide a copy of my client's letter to Archbishop Weakland dated July 20, 1997, to which my letter dated August 29, 1997 referred;

4. By letter dated September 8, 1997, I wrote to Attorney Flynn and provided him with a copy of my client's letter dated August 29, 1997; copies of both letters are annexed hereto as Exhibit B;

5. By letter dated September 12, 1997, Attorney Flynn provided copies of certain cases recently decided by the Supreme Court of Wisconsin and advised that he would call me upon receipt of my client's letter dated July 20, 1997; a copy of said letter is annexed hereto as Exhibit C;

6. On or about October 6, 1997, Attorney Flynn telephoned me and during the course of our telephone conversation, he mentioned on several occasions that if my client filed civil proceedings in Milwaukee, then his

client would lay criminal charges for extortion with the District Attorney of Milwaukee against both my client and myself, on the grounds that my client's claim was statute-barred; he also mentioned that that he had discussed the matter with the District Attorney and that the District Attorney shared his view that the filing of civil proceedings by my client would constitute the felony of extortion;

7. By letter dated October 20, 1997, I advised Attorney Flynn of my client's position that his claim was not statute-barred until a judge said that it was and I suggested that if the District Attorney was prepared to confirm in writing his understanding of the applicable law, then my client would certainly have to re-examine his position in this regard; a copy of said letter is annexed hereto as Exhibit D;

8. By letter dated October 28, 1997, Attorney Flynn acknowledged receipt of my letter dated October 20, 1997 and stated that he did not believe that my letter fully or accurately set out all the matters that we had discussed; he did not provide further particulars of the alleged inaccuracies; a copy of said letter is annexed hereto as Exhibit E;

9. On at about November 6, 1997, I telephoned Attorney Flynn with my client listening in, but not speaking: during the course of my conversation with Attorney Flynn, he reiterated his threat that if my client filed civil proceedings in Milwaukee, then his client would lay criminal charges for extortion with the District Attorney of Milwaukee against both my client and myself;

10. I responded, as I had done before, that his attempt to obtain an advantage in a civil dispute by making threats of criminal proceedings was itself the crime of extortion under the Criminal Code of Canada;

11. I demanded of Attorney Flynn, as I had done before, that he cease making threats of filing criminal charges or my client would not participate in any further negotiations;

12. Further negotiations took place between Attorney Flynn and myself, but they did not result in a settlement;

13. On or about November 26, 1998, my client retained Attorney Robert L. Elliott, of the firm, Hausmann-McNally, Milwaukee, with a mandate to continue negotiations with Attorney Flynn;

14. On or about December 18, 1998, I was advised by Attorney Elliott that Attorney Flynn had repeated the threat of filing criminal charges against him, my client and myself;

15. In particular, Attorney Elliott advised me that Attorney Flynn had informed him of a discussion Attorney Flynn had had with the District Attorney of Milwaukee, during which the District Attorney indicated that that if my client filed civil proceedings in Milwaukee, then criminal charges for extortion would be laid against Attorney Elliott, my client and myself;

16. Attorney Elliott further advised me that, given the nature of my client's allegations against Archbishop Weakland and statements made by Attorney Flynn, he feared that his representation of my client would have a negative impact on his family and his relationship with his partners and would affect his ability to continue to practice law in Milwaukee;

17. The facts alleged in this, my affidavit, are true;

AND I HAVE SIGNED,

BRENT D. TYLER

SWORN before me at Montreal,

the 6th day of July 1998.

(signature of Commissioner of Oaths)

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