

SEP 2 7 2004

September 21, 2004



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Enclosed is a signed copy of the agreement and a check from the trust account.

Thank you again for engaging in this process. I pray that the healing that has begun may deepen in your life. May God's peace be with you.

Sincerely yours,

Barbara Anne Cusack Chancellor

## AGREEMENT AND MUTUAL RELEASE

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

abused by Raymond Adamsky (hereafter "Adamsky"), a priest of the Archdiocese, when

was a minor.

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and the Archdiocese entered into mediation to achieve reconciliation and restoration, to help repair the harm to **settle all** disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that the has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catbolic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catbolic Church in the territory of the Archdiocese, arising from the sexual abuse of the Adamsky 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 Adamsky.

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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 discretion.

2. The Archdiocese of Milwaukee agrees to provide reimbursement for one half of the monthly insurance premium for and her husband's health coverage commencing September 1, 2004 and continuing until the month ending when a reaches age 65. Reimbursement shall be limited to premiums that have actually been paid by and must be accompanied by written verification showing a) the premium invoice, and b) the payment of it. Reimbursement shall be payable by the Archdiocese on a quarterly basis on the written verifications has provided. This agreement is based on the insurance plan currently in fielding normal and ordinary premium increases. The Archdiocese is not responsible for any changes in insurance coverage made by the insurance company, the organization which makes the coverage available, or any other agency or entity.

3. The Archdiocese agrees to present to Archbishop Dolan, written

statement and to request a written response from him. The Archdiocese will arrange to have

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written statement entitled "Impact Statement" read to Adamsky.

4. Ind 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.

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5. In return for the payments set out above, and for the mutual promises contained herein, **set out** releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders, including, without limitation, St. John 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 Adamsky.

6. 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.

7. 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.

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

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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

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<u>September 16, 2004</u> Date <u>9-17-04</u> Date

## QUARLES & BRADY LLP

## TRUST ACCOUNT

DATE: 09-24-04	PAYEE:	CHECK	#: 40416
DATE	DESCRIPTION	MATTER #	AMOUNT
DATE 09/24/04	DESCRIPTION	<u>MATTER #</u> 130031.00010	<u>AMOUNT</u> \$ 50,000.00

Quarles Brady ur Mål Marshall & tisley Bank Milwaukee, Wi 63201	CHECK NO. 40416
TRUST ACCOUNT 411 East Wisconsin Avenue Milwaukee, WI 53202-4497 Phone 414-277-5000	DATE 09-24-04
PAY Fifty Thousand USD and no cents	\$** *50,000.00
	Latin M. My
TO THE ORDER OF	VOID AFTER 180 DAYS
SIGNATURE HAS	A COLORED BACKGROUND . CONSERCONTINNS, NED CONSIGNATION

Adamsky PDF Page 088 of 091

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