

Scroll down to next page to view exhibit.

No. 302072 : SUPERIOR COURT
GEORGE L. ROSADO : J/D OF FAIRFIELD
VS. : AT BRIDGEPORT
BRIDGEPORT ROMAN CATHOLIC :
DIOCESAN CORPORATION, ET AL : SEPTEMBER 2, 1998

B E F O R E

HON. DAVID W. SKOLNICK, JUDGE

APPEARANCES:

For the Plaintiff:

T. PAUL TREMONT, ESQ.
DOUGLAS MAHONEY, ESQ.
CINDY ROBINSON, ATTY.
Tremont & Sheldon

For the Defendant Bpt. R.C.
Diocesan Corporation:

JOSEPH SWEENEY, ESQ.
Halloran & Sage

For the Defendant Federici:

THOMAS MINOGUE, ESQ.
Kleban & Samor

For the Defendant Pcolka:

ELIZABETH SUCHY, ATTY.
Tierney, Zullo, Flaherty &
Murphy

For Seven Non-party Intervenors:

MARK KRAVITZ, ESQ.
Wiggin & Dana

John McLeod
Court Monitor

1

2 L A U R E N C E B R O N K I E W I C Z 238 Jewett
3 Avenue, Bridgeport, Connecticut having first
4 been duly sworn, examined and testified as follows:

5 DIRECT EXAMINATION BY MR. SWEENEY:

6 Q Monsignor Bronkiewicz, what is your current position?

7 A Episcopal vicar for clergy and religious of the Diocese of
8 Bridgeport and director of clergy personnel.

9 Q For how long have you held that position, monsignor?

10 A Since September 25th of 1987.

11 Q Would that be eleven years ago this month you assumed that
12 position?

13 A Yes.

14 Q And in that position, can you tell us, monsignor, whether
15 or not you have information relating to any claims of sexual
16 misconduct by any priest of the diocese and as to the settlement
17 of any such claims during that time frame?

18 A I do.

19 Q And are you aware of certain claims of sexual misconduct by
20 priests of the diocese which have in fact been the subject of
21 claim settlements during these eleven years?

22 A I am.

23 Q Before we go into the details of what's happened during
24 these eleven years, I want to ask you further, have you
25 investigated, in your capacity as the vicar of clergy of the
26 diocese, to determine whether or not there were ever any claim
27 settlements of that type of any priest of the Diocese of

1 Q Yes.

2 A This is 2.

3 Q Yes, with respect to 2. What does 2--

4 A --January 21st, 1994.

5 Q So those were two different dates during the 1994 calendar
6 year that those claims were settled?

7 A Yes.

8 Q Now, can you tell us, monsignor, from your knowledge, when
9 did the diocese first become aware of the misconduct of Father B
10 which was the subject of each of those two claims?

11 MR. MAHONEY: By the way, before we do that, he's
12 asking when did the first-- did the diocese first become
13 aware of Father B's sexual misconduct. You're asking about
14 these particular victims?

15 MR. SWEENEY: Yes, yes. Yes, we are.

16 THE WITNESS: The diocese first became aware in early
17 February of 1993.

18 BY MR. SWEENEY:

19 Q Now I'm going to show you what's been marked as Exhibit 3.
20 Is Exhibit 3 a redacted copy of the settlement confidentiality
21 agreement relating to the one claim relating to Father C?

22 A Yes, it is.

23 Q And can you tell us: What is the date of that settlement,
24 please?

25 A June 13, 1995.

26 Q Okay. And can you tell us when did the diocese first
27 become aware of the alleged sexual misconduct of Father C?

1 A Just let me correct. I'm not sure whether it's June-- June
2 13 is the date under one signature space and June 26th is the date
3 over Bishop Egan's signature space, so--

4 Q --Would it be fair to say that the document appears to have
5 been signed by both parties during the month of June 1995?

6 A Yes. Yes, it would.

7 Q Can you tell us, monsignor, when did the diocese first
8 become aware of the alleged sexual misconduct of Father C which is
9 the subject of that settlement confidentiality agreement document
10 marked as Exhibit 3?

11 A I believe it was in March of the previous year, 1994.

12 Q Now, I'm going to show you what's been marked as Exhibits 4
13 and 5. Are Exhibits 4 and 5 the copies of the two settlement
14 agreement documents which relate to the two settlements made by a
15 total of three claimants relating to alleged misconduct of Father
16 O?

17 A Yes, they are.

18 Q Will you tell us, first with respect to Exhibit 4, what was
19 the time when that document was executed?

20 A It was executed on January 12th of 1989.

21 Q And with respect to the second of those two documents,
22 Exhibit 5, when was that document executed?

23 A It was executed on March 31st of 1998.

24 Q Is that-- is that last document that was executed in March
25 1998-- does that relate to that matter which was publicized during
26 this past month of March 1998?

27 A Yes.

1 abuse occur in Exhibit 2?

2 A I believe in or around the same year, 1965, perhaps '66.

3 Q Exhibit 3. What years did the abuse occur in Exhibit 3?

4 A I-- as memory serves, I think it was in the early 1980s,
5 but I can't be absolutely certain about that.

6 Q Are there more documents about this abuse that occurred in
7 the early 1980s beyond this settlement document involving Father
8 C, who's a defendant in our cases?

9 A I'm not quite sure of the question. Do you mean is this--
10 are there other settlement documents or related to the settlement?

11 Q Well, let me ask you this. Exhibit 3, you paid monies to an
12 individual because he claimed he was sexually abused; is that
13 correct?

14 A Yes, that's what the agreement says.

15 Q Okay. And before you paid him money, did you do an
16 investigation to determine if what he was telling you was true?

17 A Yes. We did an investigation.

18 Q And after conducting that investigation, did you determine
19 that Father C, who's a defendant in our lawsuits, had in fact
20 sexually abused this child?

21 A For the record, I would have to say that Father C
22 consistently denied sexually abusing this child, but we felt that
23 the accusation had merit.

24 Q And you decided to pay this person a sum of money because
25 his accusations had merit?

26 A Obviously. You're looking at the document.

27 Q Well, I'm asking you a question, monsignor. I don't know

1 how--

2 A --I'm answering your question, Mr. Mahoney.

3 Q The document redacts what the consideration is. Was it
4 money that was the consideration?

5 A I think Mr. Sweeney's already explained the money amount
6 was removed. That is not the original document; it's the
7 redacted document.

8 Q Okay. On June 13th, 1995 is the date of that summons, so
9 around there the diocese made a determination that this person's
10 accusations that he had been abused by Father C had merit?

11 A Yes, I would say that's a fair statement.

12 Q And what parish did this child claim to have been sexually
13 abused at?

14 MR. SWEENEY: Well, objection. Again, your Honor, I
15 think we're getting into some of the stuff that's supposed
16 to-- that we're obligated not to get into. I think the
17 time frame has been indicated; that it would have been
18 around the early 1980s. But most importantly, the
19 monsignor has testified as to this one the diocese did not
20 learn about it until 1994, which is well past the time
21 frame that concerns us.

22 THE COURT: But we're concerned, Mr. Sweeney, with a
23 standard which is what the diocese knew or should have
24 known.

25 MR. SWEENEY: In 1994?

26 THE COURT: Not in 1994. So the question is, you
27 know, if the house is burning around you and you don't

1 discover it until the house is nothing but charcoal, maybe
2 you should have discovered it earlier if it burned around
3 you. I mean, the point is, I'm going to overrule the
4 objection.

5 MR. SWEENEY: May I have an exception, your Honor?

6 THE COURT: You may have an exception.

7 BY MR. MAHONEY:

8 Q What parish was he abused at?

9 A St. Patrick's Parish in Bridgeport.

10 Q Okay. And when was the diocese first notified about this
11 abuse?

12 A 1994. I believe it was March.

13 Q And are there other documents beyond the settlement
14 agreement regarding the diocese's investigation of this boy's
15 complaint of sexual abuse?

16 A Yes.

17 Q And where are those documents kept?

18 A At the Catholic Center.

19 Q In what file?

20 A In my office.

21 Q I'm sorry.

22 A In my office.

23 Q Is that your personal file?

24 A No.

25 Q Well, what do you call that file?

26 A My personal-- you mean personal or personnel?

27 Q No, the file that those documents are in. The file where

1 these documents are contained regarding the settlement, what file
2 do you keep that in?

3 A Personnel file.

4 Q The personnel file of Father C?

5 A Father C.

6 Q Okay. Exhibit 4, what year did this abuse occur?

7 A That abuse goes back to the 19-- 1970s.

8 Q And what parish would that have been at?

9 A I believe it was more than one parish.

10 MR. SWEENEY: Pardon me, your Honor. I think that
11 that document reflects the names of the-- there are two
12 documents. One of them reflects the names of each of the
13 churches where the incidents alleged occurred. So the
14 documents speak for themselves.

15 MR. MAHONEY: Mr. Sweeney, maybe you could just point
16 out to me where you're referring?

17 MR. SWEENEY: Oh, let's see. This is the one--
18 pardon me. It's in here. I know for a fact.

19 THE WITNESS: This is the one he's asking about.

20 MR. SWEENEY: Yeah, this is it right here. Exhibit 5,
21 your Honor.

22 BY MR. MAHONEY:

23 Q Okay. So Exhibit 4 and 5 both refer to Father-- which
24 Father is this?


25 A Father O.

26 Q Father O. And the abuse with Father O occurred at the St.
27 Joseph's Church in Shelton--

C E R T I F I C A T I O N

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE
AND ACCURATE TRANSCRIPT OF THE OFFICIAL TAPE
RECORDING OF THE FOREGOING CASE, HEARD IN THE
SUPERIOR COURT FOR FAIRFIELD COUNTY, AT BRIDGEPORT,
ON SEPTEMBER 2, 1998, BEFORE THE HON. DAVID W.
SKOLNICK, JUDGE.

DATED THIS 22ND DAY OF SEPTEMBER 1998.

A handwritten signature in cursive script, reading "John McLeod", written over a horizontal line.

JOHN MCLEOD, COURT MONITOR

SETTLEMENT AND CONFIDENTIALITY AGREEMENT

WHEREAS, the undersigned _____ who currently resides in _____
but who had previously resided in Bridgeport, Connecticut (hereinafter-
referenced as "MR. _____"), has asserted a personal injury claim against the BRIDGEPORT
ROMAN CATHOLIC DIOCESAN CORPORATION, which is also known as the DIOCESE
OF BRIDGEPORT and which maintains its principal office in Bridgeport, Connecticut
(hereinafter-referenced as the "DIOCESE"), and certain persons currently or previously
affiliated with the DIOCESE as a result of certain alleged activities of the Reverend Walter
Philip Coleman allegedly occurring during the 1970's and the 1980's; and

WHEREAS, the DIOCESE denies any legal responsibility or liability arising from the
alleged activities of Father Coleman and continues to dispute the existence of any alleged
liability, notwithstanding the execution of this Agreement; and

WHEREAS, the undersigned parties desire to obtain a compromise resolution and
termination of that claim and to protect all of the potential parties to that claim, and persons
and organizations affiliated and associated with those parties, from any potentially harmful
publicity relating to the subject matter of that claim;

NOW THEREFORE, the undersigned parties hereto, in consideration of the above
premises and the covenants contained herein, and for other good and valuable consideration the
receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. That in exchange for payment by the DIOCESE or its insurer of the sum of _____
to the aforesaid _____, the said _____ does
hereby accept said payment in full and final satisfaction of any and all claims or

possible claims or causes of action which he or his heirs, executors or administrators, may now have, or hereinafter might possibly have, in any way relating to the aforesaid claim and does hereby release the Diocese and its Insurers and its successors and assigns and all persons ever affiliated with the Diocese from any liability relating in any way to any alleged activity of the aforesaid Reverend Walter Philip Coleman;

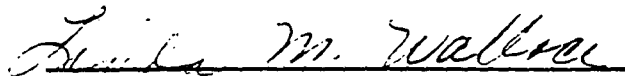
2. That each of the undersigned parties hereby agree and commit themselves and their attorneys, agents and other representatives to protect the confidentiality of the subject matter of the aforesaid claim and this settlement resolution of the same by refraining from disclosing to anyone (other than health-care professionals, insurers and government officials with a genuine need to know, or as otherwise ordered by any court of competent jurisdiction) any information relating to the aforesaid claim and any details of the settlement resolution of that claim;
3. That each of the undersigned parties hereby recognizes and acknowledges to each other that any breach of the confidentiality-nondisclosure commitment contained in the preceding paragraph could cause potentially great harm to any and all of the potential parties to the aforesaid claim and to persons and organizations associated or affiliated with any of those parties, and for that reason that any breach of that commitment could render any person or persons, who might be responsible for any such breach, legally liable to compensate any party who might be harmed by any such breach;

4. That this Agreement shall not be used or offered as evidence against any of the Parties released herein in any other matters or legal proceeding.

Dated at _____ and Bridgeport, Connecticut on this 8th day of June 1995.

STATE OF ~~VIRGINIA~~ : 13,
DISTRICT OF COLUMBIA, : SS JUNE 8, 1995
COUNTY OF ~~FAXHAX~~ :

Then and there personally appeared the above-identified _____ who executed the foregoing SETTLEMENT AND CONFIDENTIALITY AGREEMENT and acknowledged his execution of said Agreement to be his free act and deed for the purposes stated in that Agreement, before me the undersigned authority.

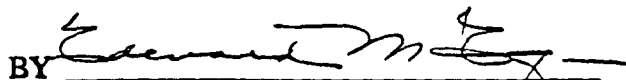


Notary Public

My Notary's Commission Expires: January 31, 1997

STATE OF CONNECTICUT :
: SS JUNE 8²⁶, 1995
COUNTY OF FAIRFIELD :

The Bridgeport Roman Catholic
Diocesan Corporation

BY 

Edward M. Egan
Its Bishop and President

Then and there personally appeared Edward M. Egan, the Bishop and President of The Bridgeport Roman Catholic Diocesan Corporation, who signed the foregoing SETTLEMENT AND CONFIDENTIALITY AGREEMENT on behalf of The Bridgeport Roman Catholic Diocesan Corporation and who acknowledged his execution of the same to be the free act and deed of both himself and of said corporation for the purposes stated in that Agreement, before me the undersigned authority.

Maureen K Cole

Notary Public

My Notary's Commission Expires:

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MAUREEN K. COLE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997