

MAR 07 1994

STATE OF WISCONSIN CIRCUIT COURT [REDACTED] COUNTY

[REDACTED]
Plaintiff,

v.

Case No. [REDACTED]

FATHER RAYMOND ADAMSKI,
ST. JOSEPH'S CONGREGATION
OF GRAFTON, and THE
ARCHDIOCESE OF MILWAUKEE,

Defendants.

**SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (hereafter "agreement") is made by and between [REDACTED] (hereafter sometimes referred to as "claimant"), and the Archdiocese of Milwaukee (hereafter "Archdiocese"), Raymond Adamski, and St. Joseph's Congregation of Grafton (hereafter sometimes collectively referred to as "defendants").

WHEREAS, the claimant has alleged certain claims for damages against the defendants, based on certain allegations that Raymond Adamski sexually abused [REDACTED] 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 [REDACTED] against the Archdiocese of Milwaukee, Raymond Adamski, and St. Joseph's Congregation of Grafton, and against all of the Archdiocese's

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and St. Joseph'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 St. Joseph's Congregation of Grafton 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 Raymond Adamski alleged by [REDACTED] 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 [REDACTED] against the defendants, 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 [REDACTED] jointly the total sum of \$20,000, receipt of which is hereby acknowledged.

2. In return for the payment above, and for the mutual promises contained herein, and for other good and

valuable consideration, receipt of which is hereby acknowledged, [REDACTED] hereby releases and forever discharges St. Joseph's Congregation of Grafton, Raymond Adamski, the Archdiocese of Milwaukee, and all the Archdiocese's and St. Joseph'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 St. Joseph's Congregation of Grafton 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 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 Raymond Adamski, including any claim for loss of companionship or other damages, and including all claims set out in the above captioned complaint.

3. Raymond Adamski, St. Joseph's Congregation, and the Archdiocese of Milwaukee hereby release and forever discharge [REDACTED] 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. 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. Each party will bear its own attorneys' fees in this matter.

5. The claimant and defendants mutually agree that neither they nor their attorneys nor representatives will reveal to anyone, other than to their attorneys, to their therapists or counselors in the course of psychological treatment, counseling, psychotherapy, or AODA, or as required by law in connection with claimant's [REDACTED] or if required by legal compulsion, unless mutually agreed to in writing, any of the 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. All parties agree to abide by the terms of this confidentiality section as consideration for and as an integral part of the agreement.

6. Nothing in this agreement shall be construed as an admission of liability on the part of any party.

7. [REDACTED] declares that she has read the foregoing agreement; discussed it with her lawyer; and fully understands its terms. [REDACTED] further declares that

she has obtained professional counseling for the injuries and assaults alleged and understands their impact on her, and understands that her condition could worsen in the future; declares that she is entering into this agreement with the advice of the lawyer retained by her; and declares that she 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 she may have against the defendants.

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



Date: 2/25/94

In the presence of:

RAYMOND ADAMSKI

Date: _____

In the presence of:

**ST. JOSEPH'S CONGREGATION
OF GRAFTON**

By: _____

Title: _____

Date: _____

In the presence of:

ARCHDIOCESE OF MILWAUKEE

By: _____

Title: _____

Date: _____

In the presence of:

[REDACTED]
Plaintiff,

v.

Case No. [REDACTED]

FATHER RAYMOND ADAMSKI,
ST. JOSEPH'S CONGREGATION
OF GRAFTON, and THE
ARCHDIOCESE OF MILWAUKEE,

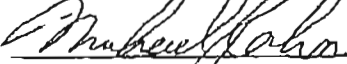
Defendants.

STIPULATION AND ORDER FOR DISMISSAL

STIPULATION

Plaintiff, individually and by her counsel, and counsel for the defendants hereby stipulate that all claims of plaintiff in the above case be dismissed on their merits, with prejudice, and without costs, and that the following Order to that effect be entered without further notice.

MICHAEL J. COHN
Zetley & Cohn, S.C.
Attorneys for Plaintiff



Date: 3-2-84

MATTHEW J. FLYNN
Quarles & Brady
Attorneys for Archdiocese of
Milwaukee and St. Joseph's
Congregation of Grafton

Date: _____

MARK F. NIELSEN
Schwartz, Tofte, Nielsen & Demark
Attorneys for Raymond Adamski

Date: _____

ORDER

Pursuant to the foregoing Stipulation, it is hereby ordered and adjudged that all claims of plaintiff in the above action be dismissed on their merits, with prejudice, and without costs.

Dated this ____ day of _____, 1994.

BY THE COURT:

William J. Shaughnessy
Circuit Judge

411 East Wisconsin Avenue
Milwaukee Wisconsin 53202-4497
414/277-5000
FAX 414/271-3552

Attorneys at Law in
Milwaukee and Madison, Wisconsin
West Palm Beach and Naples, Florida
Phoenix, Arizona

Quarles & Brady

MAR 18 1994

March 17, 1994

Honorable William J. Shaughnessy
Milwaukee County Courthouse
901 North 9th Street
Milwaukee, Wisconsin 53233

Re: [REDACTED] v.
Archdiocese of Milwaukee, et al.
Case No. [REDACTED]

Dear Judge Shaughnessy:

Enclosed are the original and one copy of a Stipulation and Order for Dismissal in this case. I would appreciate your signing this Order, and returning a conformed copy to me in the enclosed envelope. Thank you for your consideration in this matter.

Yours truly,

QUARLES & BRADY

Matthew J. Flynn
Matthew J. Flynn (jlm)

MJF:jlm

Enclosures

cc: Michael J. Cohn, Esq.
Mark F. Nielsen, Esq.

bcc: Most Rev. Rembert G. Weakland, O.S.B.
Most Rev. Richard J. Skiba
~~Fr. Ronald Thomas Wengert~~

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MAR 18 1994

STATE OF WISCONSIN CIRCUIT COURT [REDACTED] COUNTY

[REDACTED]

Plaintiff,

v.

Case No. [REDACTED]

FATHER RAYMOND ADAMSKI,
ST. JOSEPH'S CONGREGATION
OF GRAFTON, and THE
ARCHDIOCESE OF MILWAUKEE,

Defendants.

STIPULATION AND ORDER FOR DISMISSAL

STIPULATION

Plaintiff, individually and by her counsel, and counsel for the defendants hereby stipulate that all claims of plaintiff in the above case be dismissed on their merits, with prejudice, and without costs, and that the following Order to that effect be entered without further notice.

MICHAEL J. COHN
Zetley & Cohn, S.C.
Attorneys for Plaintiff

Michael J. Cohn

Date: 3-2-84

MATTHEW J. FLYNN
Quarles & Brady
Attorneys for Archdiocese of
Milwaukee and St. Joseph's
Congregation of Grafton

Matthew J. Flynn

Date: March 17, 1994

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MARK F. NIELSEN
Schwartz, Tofte, Nielsen & Demark
Attorneys for Raymond Adamski

Date: 3-9-94

ORDER

Pursuant to the foregoing Stipulation, it is hereby ordered and adjudged that all claims of plaintiff in the above action be dismissed on their merits, with prejudice, and without costs.

Dated this _____ day of _____, 1994.

BY THE COURT:

William J. Shaughnessy
Circuit Judge

411 East Wisconsin Avenue
Milwaukee Wisconsin 53202-4497
414/277-5000
FAX 414/271-3552

Attorneys at Law in
Milwaukee and Madison, Wisconsin
West Palm Beach and Naples, Florida
Phoenix, Arizona

Quarles & Brady

MAR 17 1994

VIA MESSENGER

March 17, 1994

Michael J. Cohn, Esq.
Zetley & Cohn, S.C.
324 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202

Re: [REDACTED] v.
Archdiocese of Milwaukee, et al.

Dear Mike:

Enclosed is the check for \$20,000. I am glad we were able to resolve this.

Yours truly,

QUARLES & BRADY



Matthew J. Flynn

MJF: jlm

Enclosure

bcc: Most Rev. Rembert G. Weakland, O.S.B.
Most Rev. Richard J. Sklba
✓ Fr. R. Thomas Venne
Mr. Wayne Schneider

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MAR 17 1994



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QUARLES & BRADY
ATTORNEYS & COUNSELORS
411 E. WISCONSIN AVE. 277-5000
MILWAUKEE, WIS. 53202

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3/17 1994

PAY
TO THE
ORDER OF



and Zetley & Cohn, S.C.

\$ 20,000.00

The sum of 20,000 dollars and 00 cents

DOLLARS

M&I Marshall & Isley Bank
Milwaukee, Wisconsin 53202
FOR Archdiocese of Milwaukee



QUARLES & BRADY
CLIENTS TRUST FUNDS (OLTA)

John J. [Signature]
Thomas R. [Signature]

