



CATHOLIC  
SOCIAL  
SERVICES

75 YEARS OF CARING  
1920-1995

April 7, 1995



Dear [REDACTED]

Enclosed is the settlement agreement which we have discussed for your signature. Please have your signature witnessed and return the document to me by certified mail. If you have any questions about the agreement, please call me for clarification. A check for the settlement amount will be sent to you upon receipt of the signed agreement.

Thanks [REDACTED] for all your courage and patience. I hope this will be able to assist you in achieving some closure and healing.

Sincerely,

Elizabeth C. Piasecki, PsyD.  
Coordinator, Archdiocesan Response to Sexual Abuse

Enclosure

3501 South Lake Drive  
P.O. Box 07912  
Milwaukee,  
WI 53207-0912  
414/769-3400  
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Member  
Catholic Charities USA

SETTLEMENT AGREEMENT  
AND MUTUAL RELEASE

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

[REDACTED]  
(hereafter sometimes referred to as "claimant"), and the  
Roman Catholic Archdiocese of Milwaukee (hereafter  
"Archdiocese"), Raymond Adamsky, and St. Philip Neri Catholic  
Church (hereafter "St. Philip Neri"), hereafter sometimes  
collectively referred to as "respondents".

WHEREAS, the claimant has alleged certain claims  
for damages against the respondents, based on certain  
allegations that Raymond Adamsky sexually abused [REDACTED]  
[REDACTED] in or around 1971, and continuing for a period of  
time thereafter; and

WHEREAS, [REDACTED] further alleges that the  
Archdiocese and St. Philip Neri may be liable for the actions  
of Raymond Adamsky 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 [REDACTED] against the  
Archdiocese of Milwaukee, Raymond Adamsky, and St. Philip  
Neri Catholic Church, and against all of the Archdiocese's  
and St. Philip Neri's 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

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St. Philip Neri 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 Adamsky 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 [REDACTED] against the Archdiocese and St. Philip Neri, 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 [REDACTED] jointly the total sum of \$40,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees associated with this settlement.

2. The respondents jointly agree to pay for two years of psychotherapy expenses for [REDACTED] 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

Panel, and will be promptly paid upon receipt of those bills. Consent to [REDACTED] selection of a therapist will not be unreasonably refused, and the Professional Review Panel will inform [REDACTED] within thirty days of her designation of a therapist whether or not that therapist has been approved, with reasons given in the event of refusal. At [REDACTED] election, the therapy under this paragraph may be individual psychotherapy or family psychotherapy. 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 [REDACTED] for up to a capped amount of \$5,000 a year for two years commencing on April 1, 1995, and ending on April 1, 1997. The total joint obligation of the respondents under this paragraph shall not exceed \$5,000 for any individual year, nor shall it exceed a total of \$10,000 for the two year period.

3. In return for the payments 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. Philip Neri, Raymond Adamsky, the Roman Catholic Archdiocese of Milwaukee, and all the Archdiocese's and St. Philip Neri's 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. Philip Neri 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 she 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 Adamsky, including any claim for loss of companionship or other damages.

4. Raymond Adamsky, St. Philip Neri 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.

5. As a condition precedent to the payment of the sum set out in paragraphs 1 and 2, [REDACTED] hereby agrees not to disclose 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 Raymond Adamsky, St. Philip Neri, and the

RAYMOND ADAMSKY

\_\_\_\_\_  
Date: \_\_\_\_\_

In the presence of:  
\_\_\_\_\_

ST. PHILIP NERI CATHOLIC CHURCH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:  
\_\_\_\_\_

ARCHDIOCESE OF MILWAUKEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:  
\_\_\_\_\_