

January 14, 2020

Dr. Francesco Cesareo
Chairman, National Review Board of the United States Conference of Catholic Bishops
3211 Fourth Street NE
Washington DC 20017

Dear Sir:

As an advocate for clergy sex abuse victims in Tennessee, I am filing a formal complaint against Bishop Richard F. Stika of the Diocese of Knoxville, Tennessee, a suffragan diocese of the Metropolitan See of Louisville, Kentucky under Archbishop Joseph E. Kurtz. The complaint is inclusive of any member and all parties in the Diocese of Knoxville who knew or should have known about the following violation of the Dallas Charter of 2002, issued by the United States Conference of Catholic Bishops (USCCB)

Mr. Michael Boyd filed a lawsuit against the Diocese of Knoxville and other employees/past employees regarding clergy sex abuse. The abuse occurred on the campus of the Cathedral of the Sacred Heart of Jesus and its attached Sacred Heart School in Knoxville. The sexual abuse was perpetrated by Bishop Anthony J. O'Connell of the Diocese and the Vicar General and pastor of the Cathedral, Monsignor Xavier Mankel as well as others. The basis of the lawsuit was the conspiracy to cover up the abuse by parties at the Cathedral and at the school.

On or about mid-November 2019, the Diocese of Knoxville presented the lawyers of Mr. Michael Boyd with settlement papers whose contents violated the Dallas Charter of 2002, specifically Article 3 of the Charter which reads:

ARTICLE 3. Dioceses/eparchies are not to enter into settlements which bind the parties to confidentiality, unless the victim/survivor requests confidentiality and this request is noted in the text of the agreement.

COMPLAINT:

The particulars of the complaint are as follows:

1. Bishop Richard F. Stika and responsible parties of the Diocese of Knoxville presented a settlement to the lawyers of Mr. Michael Boyd which contained a non-disclosure agreement. This NDA was rejected by Boyd's attorneys who deemed it to be an aggressive silencing maneuver by the bishop and the diocese and moved to protect Boyd with a mutual non-disparaging agreement. Both the non-disclosure agreement and the non-disparaging agreement violate Article 3 of the Dallas Charter and place Bishop Stika and the Diocese of Knoxville in noncompliance with the Charter.
2. A formal public reprimand should be issued to Bishop Richard F. Stika and the Diocese of Knoxville for inclusion of these two agreements: non-disclosure and non-disparaging. Bishop Stika and the Diocese of Knoxville, failing to be proactive in eliminating barriers to Boyd's free speech, broke faith with the victim, with the people and with the USCCB.

3. The annual audit of the Diocese of Knoxville by the USCCB should render the Diocese of Knoxville noncompliant with the Dallas Charter of 2002 for audit year 2019 due to inclusion of these silencing maneuvers in this settlement.
4. All legal settlements finalized by the Diocese of Knoxville since 2002 should be investigated for this violation of Article 3. This includes all settlements arbitrated through lawyers as well as entered into by the victims alone with the Diocese. Audits since 2002 which failed to note the inclusion of silencing (confidentiality) agreements should be declared null and void and the status of the Diocese of Knoxville declared as noncompliant since 2002.
5. Since the attorney hired by the Diocese of Knoxville for Mr. Boyd's case, Gino Marchetti, has been the attorney for several decades for the Diocese of Nashville, Tennessee, similar measures noted above in #1-4 should be undertaken in regard to Bishop J. Mark Spalding and the Diocese of Nashville due to the likelihood of this violation by the Diocese of Nashville and Mr. Marchetti.
6. Given the serious nature of this offence and the fact that the Diocese of Memphis, Tennessee, has close affiliation with the other two dioceses of Tennessee and is also part of the Metropolitan See of Louisville, Kentucky, SNAP of Tennessee requests on behalf of victims that this investigation and consequences also extend to Bishop David P. Talley and the Diocese of Memphis.

REQUEST FOR RECUSALS:

I request that Bishop James V, Johnston, Jr., Chairman of the USCCB Committee on the Protection of Children and Young People, recuse himself from this process. Bishop Johnston was chancellor of the Diocese of Knoxville for part of the tenure of pedophile Bishop Anthony J. O'Connell. Johnston continued as Chancellor for the 2nd bishop of Knoxville, Joseph E. Kurtz, until 2008 when Johnston was appointed Bishop of Springfield-Cape Girardeau, Missouri. This is a conflict of interest as Bishop Johnston would have been a responsible party in cases to be examined in complaints #1-4 above.

I further request that Archbishop Joseph E. Kurtz, recuse himself from this process as well since he was bishop of the diocese of Knoxville immediately after Anthony J. O'Connell. Archbishop Kurtz also has a conflict of interest because he would have been a responsible party in these cases discussed in complaints #1-4 as well.

SERIOUS QUESTIONS THAT ARISE:

1. Is the audit system employed by the USCCB adequate to police the activities of the dioceses/eparchies in regard to legal activities and settlements?
2. What mechanism is employed to examine the settlements and other legal proceedings of the dioceses/eparchies?
3. How much scrutiny is given to the settlements entered into by dioceses/eparchies to ensure compliance with the Dallas Charter of 2002?
4. What steps will be taken to discover violations of Article 3 in other US dioceses/eparchies? How many other violations exist which render the Dallas Charter impotent and useless?


CONCLUSION:

The memorandum by canon lawyer, Thomas P. Doyle, presents a clear explanation of the violations and consequences. The breach of faith with the Catholic people of the Diocese of Knoxville is egregious and unforgivable. Diocesan clergy sex abuse policies and procedures are based on the Dallas Charter of 2002, but how reliable are the actions of Bishop Richard F. Stika and the Diocese of Knoxville in regard to the protection of children and youth if they violate the Dallas Charter so blatantly? This many years after promising to protect our children and youth, can Bishop Richard F. Stika and the Diocese of Knoxville be trusted to follow the dictates of the USCCB? How effective is the USCCB in policing these errant bishops?

The trust of the people in the Catholic bishops and the dioceses they lead is plummeting every day. Quick and decisive action is needed by the National Review Board to show intent to correct this situation across the United States. I would hope that the USCCB would condemn such flagrant violations by the Diocese of Knoxville and other US dioceses/eparchies.

I request your immediate attention to this serious matter.

Sincerely,



Susan E. Vance

SNAP of Tennessee (Survivors Network of those Abused by Priests), 8324 Burchfield Drive,
Oak Ridge, TN 37830

Enclosures: Memorandum by Thomas P. Doyle, J.C.D. (1), December 31, 2019 press release
of the Diocese of Knoxville (2)

cc: Luis Cardinal Ladaria Ferrer, S.J., Prefect, Congregation for the Doctrine of the Faith, Piazza
della stessa Congregazione 00120, Citta del Vaticano, Italy

Archbishop Christophe Pierre, Apostolic Nuncio, Apostolic Nunciature, 3339 Massachusetts
Ave., NW, Washington DC 20008

Archbishop José H. Gómez, President of the USCCB, Archdiocese of Los Angeles, 3424
Wilshire Blvd., Los Angeles, CA 90010-2241

Bishop James V. Johnston, Jr., Chairman of the Child and Youth Protection Committee, Bishop
of the Diocese of Kansas City-St. Joseph, 20 West 9th St., Suite 200, Kansas City, MO 64105

Bishop Richard F. Stika, Bishop of the Diocese of Knoxville, The Chancery, 805 Northshore Dr.
S.W., Knoxville, TN 37919

Archbishop Joseph E. Kurtz, Metropolitan See of Louisville, Kentucky, Archdiocese of Louisville, KY, 3940 Poplar Level Road, Louisville, KY 40213-1463

Bishop J. Mark Spalding, Bishop of the Diocese of Nashville, 2800 McGavock Pike, Nashville, TN 37214

Bishop David P. Talley, Bishop of the Diocese of Memphis, 5825 Shelby Oaks Drive, Memphis, TN 38184

Zach Hiner, Executive Director, SNAP (Survivors Network of those Abused by Priests), PO Box 56539 Saint Louis MO 63156

MEMORANDUM

From: Thomas P. Doyle, J.C.D.
To: USCCB National Review Board
Ref: Non-disclosure agreements and non-disparaging agreements
Date: Jan. 14, 2020

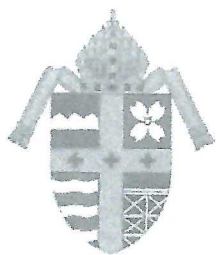
1. *The Charter for the Protection of Children and Young People*, revised and published in 2018, states on p. 7 that one of the principles of the Charter refers to the duties of the National Review Board: “*The National Review Board is carrying on its responsibility to assist in the assessment of diocesan/eparchial compliance with the ‘Charter for the Protection of Children and Young People.’*”
2. Article 3 of the revised Charter has been included in every prior version of the Charter:
ARTICLE 3. Dioceses/eparchies are not to enter into settlements which bind the parties to confidentiality, unless the victim/survivor requests confidentiality and this request is noted in the text of the agreement. (p. 10)
3. The bishop of the Diocese of Knoxville is Bishop Richard F. Stika. In spite of the clarity of Article 3 of the Charter, the attorneys for the Diocese of Knoxville recently attempted to include a “Non-disclosure agreement” in a settlement agreement between the victim of sexual abuse by the former bishop of the diocese, the late Anthony J. O’Connell and former vicar general and chancellor, Monsignor Xavier Mankel, and the Diocese of Knoxville. The victim’s name is Michael Boyd. The non-disclosure agreement was rejected by Mr. Boyd’s attorneys who were and are aware of the prohibition of such agreements.
4. In place of the non-disclosure agreement Mr. Boyd was asked to sign what is called a “Non-disparaging agreement” which is a statement included in the settlement. It reads as follows: “*Releasor does hereby agree that he will not make any disparaging remark to anyone related to the facts and*

circumstances related to this settlement or regarding the Diocese of Knoxville and any of its employees or agents.” This clause is a poor attempt at intimidating the victim from discussing the abuse he suffered as well as the agreement he signed. It is clear that if he relates the facts of his case as well as the identity of the perpetrator that this is clearly *not* disparaging or slanderous towards the diocese. How the bishop and his attorneys would interpret the agreement is another matter. It is entirely possible that should Mr. Boyd make a statement, especially a public statement, that the bishop believes violates this agreement, that he (Mr. Boyd) could be drawn into further civil court action and thereby re-victimized

5. If the bishop attempted to force Mr. Boyd into agreeing to a non-disclosure agreement this leads to the obvious question: how many other victims of clerics associated with the diocese have been coerced into signing such agreements and have not reported it to anyone? How many other plaintiff's attorneys are unaware of Article 3 of the Charter?
6. The non-disparaging agreement is a violation of Article 3 because it is an obvious attempt to control the victim. It is detrimental to the healing that is his right and is necessary for his well-being. It is also a fraudulent act on the part of the bishop. The people of the Diocese of Knoxville are led to believe by the diocese that the bishop and diocese are compliant with all terms of the Charter as well as the Essential Norms. By attempting to coerce a victim into signing a non-disclosure agreement the bishop and the diocese have fraudulently presented themselves as not only being in compliance with the Charter but also that they recognize the evil of sexual abuse by clergy and the harm that has been done to victims.
7. In this case Mr. Boyd was asked to sign a settlement agreement that contained the non-disparaging clause. He has no assurance how this will be interpreted in the future. He was also asked to sign and therefore appear to be in agreement with the Bishop's position that the agreement is a pastoral gesture and in no way an admission of guilt or responsibility. It is clear the bishop is trying to deny that the plaintiff's claims are true which is thinly covered re-victimization. The press release from the diocese dated December 31, 2019 claims the settlement award was “an act of pastoral outreach without admitting wrong-doing.” This is insulting and demeaning to Mr. Boyd and gives the impression that his claim was false yet the diocese decided to avoid further legal action and agreed to settle for their benefit and not Mr. Boyd's. The diocese clearly signaled to Boyd's attorneys their

intent to malign their client. They, therefore, thought a mutual non-disparaging agreement would stop the diocese from doing this. It did not.

8. The on-going attempts by the USCCB and by individual bishops to create the impression of a radical change from their past behavior as well as the impression that they sincerely care about and are concerned for the pastoral welfare of the many victims of sexual violence by clerics are trivialized by the actions of Bishop Stika and any other bishops who follow similar policies.
9. I have been directly involved in this issue since 1984. I have assisted countless victims and can attest to the reality that even in the present and very recent past, attorneys for dioceses other than Knoxville have attempted to coerce victims into signing non-disclosure agreements. In several cases I have been asked to review the proposed agreements and have informed the plaintiffs' attorneys that under no circumstances is there any justification for a non-disclosure agreement unless the plaintiff explicitly requests one. In more than one instance the attorneys for the bishop and the diocese have stated that the non-disclosure agreements were requested by the plaintiffs and in all such instances this was a lie.
10. The annual listing of dioceses that are or are not in compliance with the terms of the Charter is relatively meaningless to most Catholics and to victims almost universally but actions such as those of Bishop Stika, if he is rewarded with a letter stating the diocese is in compliance, render the practice not only meaningless but insulting not simply to victims but to the Catholic people who have been asked to trust that their bishops have turned a corner.



The Diocese of Knoxville

Living our Roman Catholic faith in East Tennessee

MEDIA ADVISORY
Dec. 31, 2019
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Statement regarding Michael Boyd lawsuit

KNOXVILLE--- As an act of pastoral outreach and without admitting wrongdoing, the Diocese of Knoxville has agreed to a request by Mr. Michael Boyd for a financial settlement of the lawsuit he filed against the diocese in July 2019.

The diocese has throughout denied the validity of the claim. However, the diocese also recognizes that further pursuing this matter through the legal system could be time-consuming, costly, and detrimental to its mission of service.

“Despite my personal feelings regarding the claim which names two now-deceased priests, I hope that this action offers Mr. Boyd a path to peace and reconciliation,” said Bishop Richard F. Stika.

When first presented with Mr. Boyd’s allegations in 2018, the diocese immediately contacted state authorities and encouraged Mr. Boyd to file a report with law enforcement. The diocese also turned over materials made available by Mr. Boyd to an independent and highly qualified criminal defense attorney not connected with the Diocese of Knoxville or its Diocesan Review Board.

“This diocese remains committed to acting with compassion and prudence regarding abuse allegations,” Bishop Stika said.

The Diocese of Knoxville has never diverted financial resources toward the settlement of a legal claim related to allegations of sexual abuse.

This settlement will be covered by insurance and will not impact the diocesan budget or its charitable missions.

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