

**SETTLEMENT AGREEMENT BETWEEN
THE ARCHDIOCESE OF CINCINNATI AND THE
HAMILTON COUNTY PROSECUTING ATTORNEY**

The parties to this Agreement, namely the Archdiocese of Cincinnati ("Archdiocese") and the Hamilton County Prosecuting Attorney ("HCPA"), hereby enter into this Agreement to resolve the HCPA's investigation relating to alleged sexual abuse within the Archdiocese of Cincinnati. The parties hereby agree to the following:

1. This Agreement is between the HCPA and the Archdiocese of Cincinnati, and is not intended to and does not bind in any manner any other person or entity, including any person who has made or will make claims of sexual abuse that occurred when he or she was under the age of 18.
2. Both the Archdiocese and the HCPA agree that an essential objective is to take all appropriate measures to lessen, and eliminate, the likelihood of any future incidents of sexual abuse of minors and criminal sexual conduct against any person by priests, deacons, members of a religious community, employees, volunteers, or other authorized representatives of the Archdiocese. The Archdiocese acknowledges that law enforcement has an important role to play in the development of comprehensive and effective procedures and guidelines to prevent sexual abuse and criminal sexual conduct. This Agreement is in addition to the procedures and remedies available to the HCPA for obtaining information and evidence.
3. This Agreement between the Archdiocese and the HCPA covers every known incident or alleged incident within Hamilton County of sexual abuse of a child under the age of 18 at the time of the abuse (a "minor") and/or criminal sexual conduct against any person, including "sexual contact or sexual conduct" as defined in O.R.C. 2907.01, by a priest, deacon or member of a religious community or any other employee or volunteer of the Archdiocese, which alleged incident either occurred within the past 24 years or was reported to the Archdiocese

within the past 6 years, prior to the date of this Agreement. Nothing in this Agreement shall preclude the HCPA from prosecuting any priest, deacon, or member of a religious community or any other employee or volunteer of the Archdiocese based upon conduct unknown to either the HCPA or the Archdiocese on or before the date of this Agreement.

4. On or after the date of this Agreement, with respect to every allegation of sexual abuse within Hamilton County of a child under the age of 18 at the time of the alleged abuse that the Archdiocese or its authorized representatives learn of by any means, the Archdiocese agrees to the following:

(a) If the alleged victim is under 18 years of age when the alleged incident is learned of, the Archdiocese or its representatives will file a report with the HCPA, pursuant to the procedures set forth in the O.R.C. 2151.421, and shall comply with the terms and conditions of the law as if the priests, deacons, members of a religious community, other employees or volunteers, or other authorized representatives of the Archdiocese were mandatory reporting persons. This reporting agreement will continue until such time as a law may be enacted in the State of Ohio mandating that priests and other church representatives submit reports pursuant to O.R.C. 2151.421, or a similar statute is enacted mandating such reporting. Consequently, the Archdiocese acknowledges that by this Agreement it is obligated to meet a more stringent reporting requirement than provided under current Ohio law. This reporting requirement does not pertain to information concerning alleged sexual abuse disclosed to a priest during a confessional communication.

(b) If the alleged victim is 18 years of age or older at the time when the alleged incident is learned of, the Archdiocese or its representative will file a report with the HCPA. This reporting requirement does not pertain to information concerning alleged sexual abuse disclosed to a priest during a confessional communication.

(c) All reports described in 4(a) and 4(b) above shall be made in writing by the Chancellor of the Archdiocese to the HCPA or to his designee within 24 hours of receipt of the allegation(s) by the Chancellor. This in no way alters any requirement under law for reporting crimes.

5. If the HCPA learns of any allegation of child abuse against any employee, representative, or volunteer of the Archdiocese, the HCPA agrees to provide such information to counsel for the Archdiocese if the HCPA determines that such disclosure does not jeopardize or hinder an ongoing investigation.

6. The Archdiocese, as an institution, agrees to plead "no contest" to five counts of fourth degree misdemeanors pursuant to O.R.C. 2921.22(A), Failure to Report a Crime. The five counts shall relate separately and respectively to the years 1978, 1979, 1980, 1981, and 1982.

7. The Archdiocese will establish a victim's compensation fund ("the Fund") which shall be administered as follows:

(a) Within one week of execution of this Agreement, the Archdiocese shall encumber \$3,000,000 into an account to establish the Fund, all interest therefrom to accrue to the Fund;

(b) A tribunal of three persons shall be installed with the Prosecutor's Office designating one member licensed to practice law in the State of Ohio, the Archdiocese designating one member licensed to practice law in the State of Ohio, and the two members will designate a third member who shall serve as its chair. The Archdiocese shall provide reasonable compensation to these tribunal members and shall pay for the cost of administering the business of the tribunal;

(c) Any person wishing to present a claim of sexual abuse alleged to have been perpetrated by a priest, deacon, or member of a religious community or any other employee

or volunteer of the Archdiocese while under the supervision of the Archdiocese of Cincinnati may present such claim to the tribunal for compensation. The tribunal will determine if a claimant is entitled to an award and, if so, the amount of the award;

(d) An award by the tribunal shall not be barred by virtue of any applicable statutes of limitation;

(e) Persons who at the time this Agreement is executed have pending civil actions for relief before the Court of Common Pleas, Courts of Appeal, or the Ohio Supreme Court, or whose previously-filed civil actions for relief were dismissed based solely on the statute of limitations, shall have the option of dismissing such claims with prejudice and presenting such claims for relief to the tribunal.

(f) Any person who has previously received compensation from the Archdiocese, or provided a release of claims, shall be precluded from participation;

(g) The determination of the tribunal shall be final and binding on all parties;

(h) The tribunal shall issue a written determination as to each claim;

(i) Notice of the establishment of the fund and tribunal shall be broadly publicized in a manner to be determined by the tribunal; and

(j) All claimants seeking to participate in the Fund shall file their claim with the tribunal on or before the one hundred eightieth day following the last date of publication of the notice described in paragraph 7(i), above, by the tribunal, or be forever barred from such participation.

8. The parties agree that the Archdiocese, through counsel, has delivered to the HCPA pursuant to previously issued grand jury subpoenas, the items described below pursuant to Crim. R. 6(E):

(a) Every complaint, report or allegation of sexual abuse of a child under the age of 18 and/or of criminal sexual conduct by any priest, deacon, or member of a religious community, or any other employee or volunteer of the Archdiocese from 1978 to the present;

(b) The name and last known address of each alleged victim, and the name and address of the alleged victim's attorney(s), if any;

(c) The name and last known address of every person who has provided information to the Archdiocese or its representatives regarding such complaint, report or allegation;

(d) The date that the complaint, report, or allegation of sexual abuse and/or criminal sexual conduct was made to the Archdiocese or its representatives, and the name and the address of the person who received the complaint, report or allegation on behalf of the Archdiocese;

(e) The name and current address of the priest, deacon, or member of a religious community, or any other employee or volunteer of the Archdiocese, alleged to have committed the sexual abuse and/or criminal sexual conduct;

(f) Record of each Archdiocese assignment for each priest, deacon or member of a religious community or any other employee or volunteer identified pursuant to paragraph (e) of this provision;

(g) Except as noted below, one or more currently existing documents, reports, recordings or other writings that contain a statement of the facts of the alleged sexual abuse and/or criminal sexual conduct, including but not limited to claim letters, complaints or memoranda. However, the Archdiocese may redact any information privileged under the attorney-client privilege, the physician-patient privilege, or information disclosed during a

confessional communication, except that if the Archdiocese elects to exercise any of these privileges, the HCPA shall be notified in writing;

(h) The name and address of every attorney who represented the Archdiocese in matters pertaining to the complaint, report or allegation of sexual abuse and/or criminal sexual conduct;

(i) If there was a lawsuit filed by the alleged victim pertaining to the alleged sexual abuse and/or criminal sexual conduct, the following information will also be provided;

1. a statement whether a settlement was entered into between the Archdiocese and the victim;
2. a statement whether a confidentiality agreement was entered into with the Archdiocese and the alleged victim, and if so, a copy of the confidentiality agreement with the name, address and other identifying information of the victim redacted;
3. the court and docket number of any past or pending litigation along with copies of any interrogatories, depositions, or discovery material provided as part of that litigation.

9. The Archdiocese and the HCPA entered into an Entry of Voluntary Dismissal in the Court of Appeals, which then dismissed all appeals and cross-appeals by the parties. As part of this dismissal, the Archdiocese has produced for HCPA review certain, specified documents that were in dispute during the appeal. The parties agree that these documents were produced pursuant to Crim. R. 6(E) and such production does not constitute a waiver of any privilege, including without limitation the attorney-client privilege, the work product privilege, or the clergy privilege.

10. To the extent there currently exist any agreements between the Archdiocese and a victim of alleged abuse with confidentiality provisions, the Archdiocese agrees to release the alleged victim from the confidentiality obligations of such agreement. Further, the Archdiocese

agrees to immediately make public statements advising that it releases alleged victims from any confidentiality provisions and that, consistent with its practices, it will take no action against any alleged victim who chooses to confer with law enforcement officials or participate in investigations or prosecutions.

11. The HCPA acknowledges that the Archdiocese has now fully cooperated with this investigation. This Agreement ends the investigation into allegations of sexual abuse and the manner in which the Archdiocese handled those allegations. Nothing in this Agreement shall preclude the HCPA from prosecuting any priest, deacon, or member of a religious community, or any other employee or volunteer of the Archdiocese based upon conduct unknown to either of the HCPA or the Archdiocese on or before the date of this Agreement.

12. This is a contract that is binding upon the parties hereto and which may be enforced by the Court of Common Pleas of Hamilton County, Ohio. This Agreement is governed by the laws of the State of Ohio and nothing herein shall be construed to alter any privileges recognized under Ohio law.

13. This Agreement is the result of negotiations and discussions between the HCPA and the Archdiocese. It is the entire agreement between the HCPA and the Archdiocese on these matters, and, unless the subject discussed or raised during the negotiations is included in this Agreement, it is not part of the Agreement.

Michael K. Allen
Michael K. Allen
Hamilton County Prosecuting Attorney

Rev. Daniel E. Pilarczyk
Rev. Daniel E. Pilarczyk
Archdiocese of Cincinnati

Date: 20 NOV 2003

Date: November 20, 2003

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Date: 20 NOV 2003

Date: November 18, 2003