

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT
JUVENILE COURT DIVISION

In the Matter of the Welfare of:

MNCIS Group:
Court File No.: 62-JV-15-1674
CA File No.: 2138749

VICTIM-1, a child identified in police reports;

VICTIM-2, a child identified in police reports; and

VICTIM-3, a child identified in police reports.

**AMENDMENT TO
SETTLEMENT AGREEMENT**

Respondent:

The Archdiocese of Saint Paul and Minneapolis,
a Minnesota corporation,
226 Summit Avenue
St. Paul, MN 55102
651-291-4400

The Archdiocese of St. Paul and Minneapolis, a Minnesota corporation (“Archdiocese”), and the Ramsey County Attorney (“RCAO”) hereby modify and amend that certain Settlement Agreement between them dated December 17, 2015 (“Agreement”), pursuant to Paragraph N therein, as follows:

1. The RECITALS are deleted and the following inserted in their place:

RECITALS

WHEREAS, the Parties agree that the Archdiocese shall seek to create and foster an organizational culture in which everyone becomes and remains vigilant about achieving an overall aspirational goal that no child ever again be the victim of clergy sexual abuse; and

WHEREAS, the RCAO initiated the Civil Action on June 3, 2015 petitioning the Court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child’s need for protection or services; and

WHEREAS, the Court found probable cause to support issuance of the order requested by the RCAO; and

WHEREAS, the Archdiocese has taken and is taking steps to substantially enhance its Safe Environment Program; and

WHEREAS, the Archdiocese initiated Bankruptcy Proceedings before the Civil Action was brought, and now seeks to pursue resolution of the Civil Action in a prudent manner consistent with the protection of assets available for creditors; and

WHEREAS, the RCAO seeks to protect the community and hold individuals and organizations accountable for injurious conduct as required by law and the interests of justice; and

WHEREAS, the Archdiocese admits wrongdoing as set forth herein; and

WHEREAS, the Parties agree that this Agreement will advance their mutual interests in the protection of minors beyond what may otherwise be obtained through further litigation.

NOW, THEREFORE, the Parties, in consideration of the promises and mutual undertakings contained in this Agreement, here promise their respective best efforts to achieve with deliberate speed the following terms and conditions of settlement:

2. Paragraph B is deleted and the following inserted in its place:

B. Basis for Civil Action. The factual basis for the Civil Action as alleged by the RCAO is contained in the Petition for Order to Show Cause, a copy of which is attached to the Agreement.

3. Paragraph C is deleted and the following inserted in its place:

C. Admission of Wrongdoing and Statement of the Archdiocese. The Archdiocese agrees as follows:

Curtis Wehmeyer was a priest in this Archdiocese. The Archdiocese admits that it failed to adequately respond and prevent the sexual abuse of Victim 1, Victim 2, and Victim 3. The Archdiocese failed to keep the safety and wellbeing of these three children ahead of protecting the interests of Curtis Wehmeyer and the Archdiocese. The actions and omissions of the Archdiocese failed to prevent the abuse that resulted in

the need for protection and services for these three children.

The Archdiocese shall issue a public statement relating to execution of this Amendment to Settlement Agreement, both in writing and through public statements of its representatives. The RCAO agrees that such statements would not be admissible as evidence.

4. Paragraph F is amended to add the following second paragraph:

Further, the Archdiocese through Archbishop Hebda agrees to participate in at least three (3) restorative justice sessions to be determined by the RCAO.

5. Paragraph 10.1 is deleted and the following inserted in its place:

10.1 The RCAO will recommend one individual for appointment to the Ministerial Review Board and the Director shall not unreasonably reject that recommendation. The Director shall thereafter consider recommendations that may be made by the RCAO in the appointment of members to the Ministerial Review Board.

6. Paragraph 13.6 is deleted and the following inserted in its place:

13.6 Confidentiality Agreements. The Archdiocese shall not enter into confidentiality agreements regarding allegations of sexual abuse of minors unless requested by the victim and noted in the text of the agreement.

With respect to any settlement agreement preceding the effective date of this Amendment to Settlement Agreement, the Archdiocese releases any victim of alleged sexual abuse from any confidentiality obligation that may exist in any settlement agreement entered into with the Archdiocese. The Archdiocese shall make a public statement within thirty (30) days of the effective date of this Amendment to Settlement Agreement that it has released any alleged victim of sexual abuse from any confidentiality obligation attributable to any earlier settlement agreement with the Archdiocese.

7. Paragraphs 13.11 and 13.12 are deleted and the following inserted in their place:

13.11 Position of Director. The Archdiocese shall maintain the position, authority and responsibilities of the Director until at least February 1, 2020. It thereafter pledges its intent and commitment to maintain the same or a substantially similar position going forward thereafter.

- a. The Director shall have an adequate budget so that the Director unilaterally or the Ministerial Review Board as a body may retain outside

legal counsel solely regarding the matters of ministerial standards and safe environment. Under this exclusive defined authority, the Director and the Ministerial Review Board shall not be required to confer with or rely only upon internal legal services of the Archdiocese. To the extent legal fees will exceed the Director's budget, financial expenditures are subject to approval by the Board and the Archdiocese Finance Council (and the Bankruptcy Court during the pendency of the Bankruptcy Proceedings) if necessary.

- b. In the event the position of Director becomes vacant prior to February 1, 2020, the Archbishop will consult with the Board, the Ministerial Review Board, and the RCAO regarding a successor to fill the position of Director.
 1. If practicable, the current Director shall provide notice to the Ministerial Review Board and the Archbishop of his intent to separate from employment as early as practicable to permit a comprehensive, effective search for his replacement.

8. Paragraph 14.2(b) is deleted and the following inserted in its place:

- b. The first annual outside audit will cover the period from the last date of execution of the Agreement through June 30, 2017. Fiscal-year auditing shall occur thereafter. The Agreement as amended contemplates three (3) fiscal year outside compliance audits.

9. Paragraph H (Victims Fund) is amended to add the following second paragraph:

The Archdiocese represents that it has included the establishment of a Victims Fund as part of its Plan for Reorganization filed May 26, 2016 in the Bankruptcy Proceedings. Should such a fund not exist at discharge from the Bankruptcy Proceedings, the Archdiocese agrees to meet and confer with the RCAO regarding the provision of ongoing and future counseling or treatment, as such counseling or treatment may then be appropriate, for any of Victim 1, Victim 2, Victim 3 or a member of their immediate family.

10. The first sentence of Paragraph M (Term of Agreement) is deleted and the following inserted in its place:

This Agreement was approved by the United States Bankruptcy Court on January 28, 2016 and runs until February 1, 2020.

11. This Amendment is effective upon execution.

IN WITNESS WHEREOF, the Archdiocese and the RCAO execute this Amendment to Settlement Agreement on and as of the date(s) indicated below:

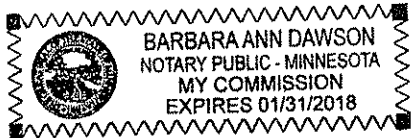
Dated: July 19, 2016

THE ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS, a Minnesota corporation

By: Bernard A. Hebda
Bernard A. Hebda
Its President

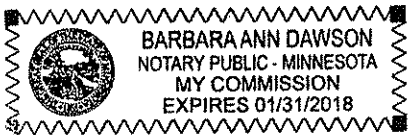
Subscribed and sworn to before me this 19th day of July, 2016.

Barbara Ann Dawson
Notary Public



Subscribed and sworn to before me this 19th day of July, 2016.

Barbara Ann Dawson
Notary Public



APPROVED AS TO FORM:

Dated: July 19, 2016

By: Joseph F. Kueppers
Joseph F. Kueppers
Its Secretary

Registered Office:
226 Summit Avenue
St. Paul, Minnesota 55102

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Dated: 7-19-16

JOHN J. CHOI
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