

MEMORANDUM

From: Thomas P. Doyle, J.C.D.
To: USCCB National Review Board
Ref: Non-disclosure agreements and non-disparaging agreements
Date: Jan. 13, 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 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 O’Donnell, and the Diocese of Knoxville. The victim’s name is William Boyd. The non-disclosure agreement was rejected by the 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 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.

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 once 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.