

DEPARTMENT FOR HUMAN RESOURCES

April 5, 2002

-E. Michael McCann Office of District Attorney 821 W. State St. Milwaukee WI 53202

Dear Mr. McCann,

Per our conversation yesterday, I am sending you copies of two recent reports I took of allegations of sexual abuse against minors by Fr. Marv Knighton, for your consideration and investigation. Both and are aware I am taking this action, and are supportive.

Fr. Marv Knighton does not know of this action, per our protocols, so that your office may first make him aware of it. However Fr. Joe Hornacek and I have discussed the allegations with Fr. Marv Knighton (and he has denied them), because we previously interpreted these allegations as falling within our protocol for allegations outside of statute of limitations. I sincerely apologize for any mistake we made in this regard. Fr. Marv Knighton was notified on April 2, 2002 that he has been removed from any form of ministry in the Archdiocese of Milwaukee.

I now understand from you that you are interested in any abuse of minors occurring since July 1, 1989. I can assure that we have recently reviewed all of our files and have no other reported incidents since that date.

Please let me know how I can provide you with whatever additional assistance you may need.

Barbara Reinke, Ph.D.

Director, Project Benjamin

C: Archbishop Weakland Bishop Sklba Fr. Joe Hornacek Barbara Anne Cusack Matt Flynn Entry for the File of Father Marvin Knighton

By Barbara Reinke

April 19, 2002

I spoke with Paul Tiffin, an Assistant District Attorney. He informed me that his office sees the possibility of a charge filed against Fr. Marv Knigton by He said that the next step for him would be to turn it over to the Wauwatosa Police Department to investigate. He assured me that they would let us know if any charge is filed. He understands the importance of us managing disclosure on that. In his opinion it is not necessary for us to continue to press Fr. Marv Knighton for a Child Protective Service investigation, seeing that we have no reason to suspect any abuse of his son.

BR:saz

Gesu Parish

1210 West Michigan Street P.O. Box 495 Milwaukee, WI 53201-0495 (414) 288-7101

August 1, 2002

Diar Barbara,

Greetings from Gesu...and a note to try to put more clearly than I did last Sunday morning the concern that I have about Project Benjamin and the clergy abuse scandal.

From reading the Journal Semtinel from the time this broke months ago, my impression is that the Journal Sentinel quite consistently did not give Project Benjamin good marks in dealing with the victims of clergy sexual abuse. My impression is that the Journal Sentinel intimated that Project Benjamin was more inclined to be on the side of Archdiocesan lawyers. Project Benjamin was not really listening to victims.

Based on this impression, the question I was asking is whether the Journal Sentinel reporting was biased or whether there is foundation for their stance.

Along this line, I pass this along. I heard this at the Sunday morning meeting. It is hearsay, but I pass it along. I was told that when a victim involved in the case against Father Marvin appeared recently before Broject Benjamin, the perpetrator, Father Marvin, was present along with lawyers. I repeat, this is hearsay, but if true, doesn't sound like Project Benjamin is listening to victims, but in this case was causing more pain.

Barbara, thanks for listening, and courage, as you continue to deal with extremely difficult problems.

Kenneth J. Herian, S.J.

Associate Pastor

NAME:

Marvin Knighton_

DATE OF BIRTH:

AGE:

52 years old

DATE OF ALLEGATIONS BROUGHT: Feburary 25, 2002 and March 28, 2002

-DATE OF INCIDENTS:-

1985-1991 and 1975 or 1976

NATURE OF ALLEGATIONS:

1975 victim: having boy masturbate him 1985-1991 victim: hugging, kissing, pressing self against boy, comments regarding boy's sexual immaturity and

girlishness

REPORTED TO CIVIL AUTHORITIES: 1ST incident outside of statute of limitations;

2nd incident reported to Milwaukee District

Attorney Office

NUMBER OF KNOW VICTMS:

two

AGE OF VICTIM AT TIME OF INCIDENT:

1975 victim: 115-16

1985 victim: 14-18

AGE OF VICTIM WHEN NOTIFIED

PROJECT BENJAMIN:

29 years old and 42 years old

ON GOING CONTACT WITH VICTIM: yes, by Project Benjamin

SETTLEMENT AGREEMENT(S):

PRIEST'S THERAPY:

none

RESIDENTIAL:

none

ONGOING:

none

CURRENT THERAPIST:

none

CLINICAL EVALUATION FROM THERAPIST:

N/A

ON-SITE MONITOR:

none

487.	Mary	Knighton	
40/.	1 V DI V	LATERIO P	J

June 20, 2001 Mary is phoned in response to his voicemail message that he's back in town. He arrived about June 2nd and is staying in an efficiency apartment in a motel in Wauwatosa. He was not chosen for Vice Principal for Academics at Pius H.S. for which he applied. He enjoyed both his H.S. ministry and parish help-out in Phoenix but found the climate and culture challenging. He was particularly disturbed by the unhealthy, emotional problems of many of the clergy and is happy to be back home. He will meet with the Archbishop and then get back to Vicar. He is encouraged to contact Pat Reiser for weekend helpouts.

JFH

533. Marvin Knighton

July 9, 2001 Church of Phoenix sent a check of \$2000 for the retirement fund of Marv Knighton in accordance with their provisions for non-incarnated priests serving Phoenix in 2000-01. I informed Marv of its arrival and forwarded it to Wayne Schneider.

KS

631. Mary Knighton

August 21, 2001 Vicar speaks to Maureen Gallagher about her willingness to discuss a special position for Marv Knighton relative to his working with staffs of Choice Schools. Homacek will confer with Archbishop about his feelings of Marv working for the Diocese in that position. Vicar then meets with Marv and has him registered for health insurance effective July 1th, 2001. Vicar tells Marv he will talk to Rembert and Maureen and one of us will contact him after Friday. Marv is to contact Vicar after an interview tomorrow for possible Associate Principal position in a suburban school district.

JFH

646. Marv Knighton

August 27, 2001 Maureen Gallagher reports she had a fine meeting with Marv Knighton. She will proceed to write up a job agreement for him which will take effect on September 12 2001.

JFH

677. Mary Knighton

September 5, 2001 Vicar receives copy of Archbishop's letter to Marvin Knighton appointing him consultant in Office for Child, School and Youth Ministry from September 1, 2001 until June 30, 2002.

JFH

147. Marvin Knighton

February 20, 2002 Marvin is interviewed by Vicar for the Placement Board. He has been very pleased with his current assignment as Consultant for Office for Child, School and Youth Ministry. He hopes to find an administrative position in education here in the Archdiocese and would like till end of March to pursue this, and would also like to serve as an Assisting Priest in a parish that has a Parish Director.

JFH

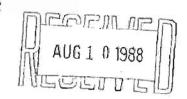
187. Mary Knighton

February 28, 2002 Mary Knighton meets with Vicar and Dr. Reinke and is confronted with allegation of sexual abuse by Marvin states that father confronted Mary at a store years ago when an allegation of sexual abuse may have surfaced by the interapy then at Milwankee Psych Hospital. Mary denied this to and reported the incident to Vicar who sent him to Matt Flynn. Matt convinced Mary not to sue for defamation of character and to drop the issue. Dr. Reinke will schedule a meeting for mat his therapist (and father and stepmother if idesires) together with Mary, Vicar and herself as the next step. Vicar verbally shares this progress report with Hispop Skilka.

ARCHDIOCESE OF MILWAUKEE

JODI SOUTH LAKE DRIVE . PO BOX 2016 . MILWAUKEE, WISCONSIN 53201 . PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP



August 8, 1988



Dear Father Knighton,

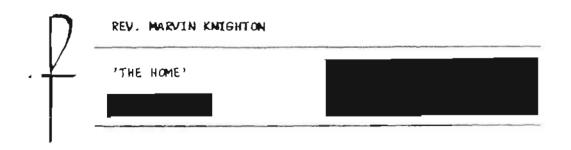
It is with great pleasure that I ask you to join the Faculty at Pius XI High School. Following the recommendation of the Personnel Board, I am happy to entrust this office to your pastoral care beginning on August 1, 1988. This appointment is being made for a period of time up to six years, after which time it will be reviewed for possible renewal.

As my representative, you are called upon to serve the needs of God's people so that they can take their rightful place as baptized Catholics in their own Faith-community and in society. Your mission, like my own, is one of teaching and sanctifying. To accomplish this mission, I ask you to work closely and in collaboration with the administration of Pius XI High School.

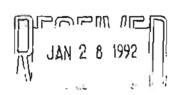
It is a privilege to share my ministry with you. May God's blessings fill your life.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weekland, O.S.B. Archbishop of Milwaukee



January 27, 1992



Rev. Thomas Venne Vicar for Clergy Personnel Archdiocese of Milwaukee P.O. Dox 07912 Milwaukee, Wisconsin 53207-0912

Dear Thomas:

As of February 1st I unofficially will be serving at Blessed Sacrament Parish until June or when a position opens for me. Fr. Robert Katorski, pastor of Blessed Sacrament needs a third priest (newly ordained will be assigned in June) and I have helped-out there for $5\frac{1}{2}$ years. I am grateful to him requesting my presence at Blessed Sacrament.

Beginning February 1st I won't need the partial salary checks, nor will my health benefits need to be paid by the diocese. Those financial concerns, including health will be handled by the parish. I will remain on Pius XI high schools' package until I am assigned. Blessed Sacrament will be responsible for the billings to Pius. I will notify Pius high school regarding this change.

I am again grateful to you, Tom Trepanier and Archbishop Weakland for your concerns and understanding. Please keep me in your prayers during these time of discernemnt. I will do the same for you and the personnel board.

Sincerely,

Rev. Marv T. Knighton

CC.

Archbishop Rembert Weakland O.S.B.

Rev. Thomas Trepanier

Rev. Robert Katorski-Pastor, Blessed Sacrament

ARCHDIOCESE OF MILWAUKEE

Copies to: Bishop Sklba Vicar for Clergy Personnel Priests' Personnel Board Chancery

3501 SOUTH LAKE DRIVE . P.O. Box 07912 . MILWAUKEE, WISCONSIN 53207-0912 . PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

MAY 26 1994

May 23, 1994

His Excellency The Most Reverend Thomas O'Brien 400 East Monroe Phoenix, Arizona 85004

Dear Tom,

Marv Knighton, a priest in good standing in the Arch-diocese of Milwaukee, has asked me about the possibility of transferring to Phoenix. I am willing to grant an excardination so that he can begin a trial period for the Diocese of Phoenix according to canon 267.

I would be reluctant just to grant permission for him to be on loan to another diocese, as such a permission would affect negatively the morale of the priests of this diocese. I am sure he has informed you that he has legal responsibility for two boys.

If there is more information needed, please let me know. Peace, Tom.

Sincerely yours in the Lord,

+ Rece 6. Dallelon

Most Reverend Rembert G. Weakland, O.S.B.

Archbishop of Milwaukee



Prot. No. 325/200 - 18478

March 24, 2004

Most Reverend Angelo Amato. SDB Congregation for the Doctrine of the Faith Palazzo del S. Uffizio 00120 Vatican City

Your Excellency:

Thank you for your inquiry regarding the matter of Reverend Marvin T. Knighton, As I indicated in my previous correspondence, the preliminary investigation in this case was particularly challenging. The original investigator was not able to complete the task satisfactorily to the Diocesan Review Board's standards. A second investigator was then assigned and he completed the task and sent the report to the Diocesan Review Board last week. I have now received their recommendation.

While Father Knighton is referring to one situation in which a criminal trial resulted in an acquittal, there are actually three separate allegations against him by three different alleged victims and a fourth reported second hand by an alleged victim's mother. The attached report outlines the circumstances of those allegations. After preliminary investigation, I am satisfied that these have the semblance of truth to them. You will note that there was no collusion in the presentation of the three reports, that Father admits to one allegation of inappropriate conduct, and that the pattern of behavior described is consistent.

I am enclosing the standard reporting form for these allegations. Given Father Knighton's assignment in or independent employment at high schools over the years, I would not be surprised to learn of additional allegations. Father Knighton has a long history of being extremely independent and not accountable for his actions. His personnel file reveals that he would regularly leave a place of assignment on his own initiative and find employment on his own, only later informing diocesan officials. Against explicit directives, he adopted two children and later, again with no consultation or permission, adopted a third child. He has moved out of and back into the diocese frequently, often with no prior notice.

Given the nature of the alleged and admitted sexual abuse, along with the serious abuse of office, I have pondered long and hard to arrive at an opinion about the most appropriate action to be taken. In order that justice may be made manifest and healing of the victims and the Church may proceed, I am asking that Reverend Marvin Knighton be dismissed ex officio from the clerical state. Whatever financial needs he may have can be negotiated in justice.



Prot. No. 325/200 - 18478 p. 2

If the judgement of Your Excellency is that this case should proceed to a dismissal by decree of your Congregation, I would cede to that judgement. Furthermore, if it is your judgement that this case should proceed through a canonical penal process, I humbly request a dispensation from prescription as well as a sanation of any procedural errors that may have occurred during the time this case was under investigation. The severity and frequency of the offenses are such that it is my opinion that these requests are justified. I look forward to your further instructions in this matter.

With sentiments of deepest esteem, I am,

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Most Reverend Timothy M. Dolan Archbishop of Milwaukee

ARCHDIOCESE OF MILWAUKEE

Prot. No.

Reverend Marvin T. Knighton

Date of Birth:

Presbyteral Ordination: May 24, 1975

Age: 54

Years of Ministry: 29

Diocese of Incardination: Milwaukee Ministry in other Diocese: Phoenix

Address:

Phoenix, Arizona 85028

ASSIGNMENTS:

Year	Assignment	Location	Appointment
August 1975 – June 1976 June 1976 – August 1987 August 1987 – August 1988	Pius XI High School	Milwaukee	
August 1988 – November 19 November 1991 – July 1992 July 1992 – July 1994 July 1994 – June 1995	91 Pius XI High Scho Unassigned — Teau Mr. Mary College Leave of Absence #	ol Milwaukee Adum ed 5 Milwaukee	A Fuel 's Campus minister
June 1995 - December 1995 December 1995 - July 1997 July 1997 - August 1998 August 1998 · July 2000 August 2000 - June 2001 August 2001 - April 2002	All Saints Parish Leave of Absence - Dominican High Sch	Milwaukee Schoolvug nool Whitefish ol Phoenix,	Associate pastor

ACCUSATIONS:

Year	Victim	Age	Alleged acts	Denunciation
1974 /75		15	Hugging, kissing, forced masturbation at priest's residence; one time; priest admits 'inappropriate conduct'	March 28, 2002
1974/75		?	Not specified beyond "sexual abuse" as reported to the mother and handed on to the Archdiocese	March 3, 2004
1988/89		15	Genital touching; one time; in swimming pool at diocesan pastoral center	July 1, 2002
1989-92		13-15	Hugging, kissing, fondling in priest's residence and in swimming pool at diocesan pastoral center	February 25, 2002



CIVIL PROCEEDINGS

Year	Type/case	Conviction	Sentence	_
2003	Criminal trial – two counts second degree sexual assault	Acquittal		

MMASURES ADOPTED BY THE DIOCESE

Year	Action
2002	Requested his resignation from position in Education Office; resignation accepted Precept issued (April 1, 2002)
2003	Canonical investigation begun upon completion of criminal trial
2004	Precept re-issued (September 5, 2003) Case referred to the Congregation for the Doctrine of the Faith

SUSTENANCE PROVIDED BY THE DIOCESE

Father Knighton is provided with the monthly equivalent of a pensioned priest, \$1,250. He is also provided with health and dental coverage.

RESPONSE / RECOURSE BY THE CLERIC

Year	Action
2002	Denies and and allegations, admits to "inappropriate conduct" with but states that because it occurred prior to ordination it is not an issue
2003	Sought hierarchical recourse against "administrative decisions" (not specified to the Archdiocese); continues to threaten legal action against the Archdiocese



00120 Città del Vaticano, Palazzo del S. Uffizio

15 June 2004

PROT N. 325/2003-19268

(In responsione hat mentio listus numers)

CONFIDENTIAL

Your Excellency,

The Congregation for the Doctrine of the Faith has received the requested documentation you sent on 24 March 2004 regarding the Reverend Marvin T. KNIGHTON, a pricet of your archdiocese who has been accused of sexual abuse of minors.

After a careful study of the facts, this Dicastery at its Particular Congress of 29 May 2004 decided to grant a derogation from the law of prescription and hereby authorises and instructs. Your Excellency to conduct a judicial penal process against delicts allegedly committed by Fr. Knighton after his diaconal ordination, that is to say, only those delicts he is alleged to have committed while in the clerical state. Enclosed is a copy of the motu proprio Sacramentorum sanctitatis tutela which contains, apart from particular law for the United States of America, the norms governing such a penal process. Your Excellency is reminded that the acts of the process should kindly be forwarded to this Dicastery upon its completion at first instance.

I take this opportunity to thank Your Excellency for the vigilance that you keep over these serious matters and to offer you my sincere respects. With every best wish, I remain,

Yours devotedly in the Lord,

* Angelo Amato, SDB Titular Archbishop of Sila Secretary

Enclosure

His Excellency
The Most Reverend Timothy M. DOLAN
Archbishop of Milwaukee
3501 South Lake Drive, P.O. Box 070912
Milwankee, WI, 53207-0912
U.S.A.



Dear Marvin:

Your application for entrance into the St. Francis School of Pastoral Ministry has been accepted by our Board of Admissions and their decision is favorable. Nevertheless, some concern was expressed arising out of the information we have with regard to your development to this point. Our positive ruling on your acceptance, therefore, has to be regarded as probationary. Upon your arrival at the School of Pastoral Ministry next fall, we will be happy to discuss with you what we recognize as matters of concern.

We look forward to having you with us, and working together toward your development into a happy and healthy priest,

Sincerely,

The Reverend Monsignor William N. Schuit, Rector

WNS/1b

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese"). has brought to the attention of the Archdiocese that he was sexually abused by Marvin Knighton (hereafter "Knighton"), a priest of the Archdiocese, when was a minor.

and the Archdiocese entered into mediation to achieve reconciliation and restoration, to help repair the harm to to address issues of concern to about prevention of sexual abuse of minors in the future and reformation of Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that has against the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese, arising from the sexual abuse of by Knighton without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of by Knighton

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

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- The Archdiocese agrees to provide with \$40,000. These funds shall be used at own discretion.
- 2. The Archdiocese further agrees to pay \$10,000 per year for three years in consideration of the special educational and counseling decisions he wishes to make. The first such payment shall be made by January 31, 2005 and continue each January until the year 2007 at which time any and all payments under this provision shall cease.
- 3. and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment that specifically enumerated above.
- 4. In return for the payment set out above, and for the mutual promises contained herein, releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders 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, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Knighton.
- 5. The Archdiocese hereby releases and forever discharges from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

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- 6. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.
- 7. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

Date

12.14-04

Date

Archdiocese of Milwankee

by: Dr. Barbara Anne Cusack

AGREEMENT AND MUTUAL RELEASE

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and the Archdiocese entered into mediation to achieve reconciliation and restoration, to help repair the harm to about prevention of sexual abuse of minors in the future and reformation of Church practices in this regard, and to otherwise resolve and settle all disputes between them.

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So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

- 1. The Archdiocese agrees to provide with \$40,000. These funds shall be used at own discretion.
- 2. The Archdicoese agrees to keep informed of any civil or canonical procedures involving Knighton will be provided the opportunity to participate in any canonical processes involving Knighton in accord with the norms of canon law.
- 3. The Archdiocese agrees that a formal letter of apology will be sent to by Archbishop Timothy Dolan by December 15, 2004.
- 4. and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment to specifically enumerated above.
- 5. In return for the payment set out above, and for the mutual promises contained herein, releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders 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, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of

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11-27-04 Date

Archdiocese of Milwaukee

by: Dr. Barbara Anne Cusack

Select Knighton Sexual Abuse Intake Reports

2/18/02 Sexual abuse intake report from a survivor who says Knighton abused him from 1986-1991 when he was about 12-13 years old and until he was 18-19 years old. Knighton hugged, kissed, and rubbed against the survivor. Knighton made comments about his and other boys' genitals while in the shower. The individual also says that at Pius High School there were other boys involved with Knighton.

3/28/02 Sexual abuse intake report from a survivor who reports abuse by Knighton from 1975-1976 when he was 15-16 years old. Knighton slept in bed with him and hugged, kissed, and touched him. Knighton forced the survivor to masturbate him. Notes also comment that Knighton has a young adopted son and there are concerns with regard to mandatory reporting laws. Knighton should contact Child Protection Center to sign a release allowing his son to be interviewed. There is nothing to suggest he has abused his children, or any child, since about 1990.