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Bishop Stika used 'inhumane' secret settlements in sex abuse cases



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In 2002, the U.S. Catholic Church promised it would protect victims of clergy sex abuse. Part of the protection included a ban on settlement agreements that prevent victims from sharing their experiences.

Not only has the Diocese of Knoxville since used those types of agreements at least twice, Knox News has learned, but in one case [the late Bishop Richard Stika](#) covered it up.

The diocese [settled a very public lawsuit](#) by former altar boy Michael Boyd out of court in 2019. What was hidden from the public, however, was the diocese's requirement that Boyd, 44, sign a nondisparagement clause, effectively silencing him. A nondisparagement agreement is less restrictive than a nondisclosure agreement, under which nothing can ever be said about a case, but it prohibits "disparaging remarks" without defining what would or would not be disparaging.

Stika signed off on the agreement and a diocesan attorney argued its terms were within church policy, according to documents obtained by Knox News. But clergy sex abuse experts said the nondisparagement agreement violated church policy because it silenced a victim. One expert went so far as to say the agreement is void because it runs afoul of a 2018 state law that says child sex abuse victims cannot be silenced.

After the lawsuit was settled, Stika did not report the nondisparagement agreement to the third-party firm that audits every diocese on how well they follow church policy in sex abuse cases. StoneBridge Business Partners found the diocese was in compliance with the policy, but had the agency known about the nondisparagement agreement, a partner recently told Knox News, the diocese would have been found noncompliant.

The handling of the nondisparagement agreements raises more questions. Are there other settlements with nondisparagement agreements that have remained secret? If the former bishop built a nondisparagement agreement into a well-known settlement, could there be more? Will the diocese issue a blanket release of victims from their nondisparagement agreements?

Only diocese leaders and attorneys could know whether other secret settlements exist, though a recent state court opinion in Williamson County could change that.

Knox News is aware of at least one other nondisparagement clause included in a settlement agreement the church made that has not been previously reported. The agreement was signed in 2013 by a church employee who was, she said, sexually harassed by her priest, who was her work supervisor.

The woman has not spoken about hers, she told Knox News, due to the implied threat included in her agreement.

Patrick Wall, a former canon attorney who is now in private practice focusing on sex abuse victims, said it would be wicked for the Knoxville diocese to enforce a nondisparagement agreement.

“Stika made the agreements, because that’s the way that guy operated. And now this new bishop has a chance to decide what he’s going to do,” Wall said. “I just find it morally reprehensible that bishop would sue a survivor if the survivor is just telling the truth and not falsely making stuff up and going off in some crazy direction.”

Through a spokesperson, Knoxville Bishop Mark Beckman declined to say that we would release victims from their nondisparagement agreements.

Nondisparagement agreements are vulnerable under church rules, state law

Boyd, the former altar boy, says he was sexually abused by the Rev. Xavier Mankel and former Knoxville Bishop Anthony O'Connell in the 1990s. Both men were dead when he made his allegations. Knox News is naming him with his permission.

Boyd told Knox News he agreed to talk about his case (he previously [spoke with the Chattanooga Times Free Press](#) in 2020) because he's tired of suffering in silence and wants to help victims who have gone through similar abuse.

"I know God's on my side. I know he sees and he knows," Boyd said. "And that's the thing, no matter what, if they sue me, it all happened. It's all real. I get nothing out of this. If people could only see how isolating this stuff is. No one talks to you. Everyone disowns you. They think you're a freak. And even though you didn't do anything to deserve it, that's how they treat you. You live on an island."

In a press release [announcing Boyd's settlement](#), the diocese called the agreement and the payment included "an act of pastoral outreach."

Following the world-shaking revelations of the depth of the Catholic sex abuse crisis, the U.S. Conference of Catholic Bishops approved a new church policy for dealing with allegations of sex abuse called [the Charter for the Protection of Children and Young People](#), commonly known as the Dallas Charter.

One of the outcomes of this policy was the elimination of confidentiality agreements unless they are requested by the victim: "Dioceses/eparchies will not enter into confidentiality agreements except for grave and substantial reasons brought forward by the victim/survivor and noted in the text of the agreement."

The original 2002 policy did not include protection for adult victims, though some dioceses included this language in local rules. Protection for adult victims didn't

come until 2019, when Pope Francis issued [Vos Estis Lux Mundi](#) (which is translated “You are the light of the world”), groundbreaking Church legislation that required mandatory reporting for sexual abuse of minors and vulnerable adults.

Because Boyd's allegations deal with abuse he said happened to him as a child, his nondisparagement agreement violates the charter. However, the woman's nondisparagement agreement, which was signed in 2013, was not against church policy at the time, though it likely would be if it were issued today.

An expansion of protection looms in Tennessee law

A little-known 2018 law passed by the Tennessee General Assembly banned the use of nondisclosure agreements in cases dealing with child sex abuse allegations. Boyd's nondisparagement agreement was signed a year later.

Separately, in 2022, President Joe Biden signed the Speak Out Act into law. The law prohibits businesses from enforcing confidentiality agreements connected to sexual assault and harassment.

It was sponsored in the House by U.S. Rep. Lois Frankel, D-Florida, who [said at the time](#) that confidentiality agreements are “crazy and unjust.”

“And once the contract is signed, businesses can then cover up their dirty little secrets of sexual abuse, forcing survivors to bear their trauma in silence and allowing predators to continue to harass colleagues and consumers without any real consequence,” she wrote.

Diocese attorney said nondisparagement deal was fine

The diocese was aware Boyd's nondisparagement agreement might violate church policy, a point made by Boyd's attorney, but Gino Marchetti, the longtime attorney for the Diocese of Nashville who assisted with the litigation for Knoxville, told Boyd's attorney there was no policy violation.

“I ran this by my Canonist and they are of the opinion that it does not violate the Charter's prohibition against confidentiality agreements,” Marchetti wrote in a letter in November 2019. “As we discussed, the Diocese and Mr. Boyd are free to discuss the terms or the circumstances of the settlement and events leading up to the settlement. The only prohibition is against any defamatory or disparaging remarks.”

Mitchell Garabedian, a world-renowned clergy sex abuse attorney whose work helped break open the Catholic Church sex abuse scandal in Boston, read Marchetti's letter and disagreed with his finding.

“The proposed language, which limits what can be said by the survivor, is clearly another attempt at confidentiality,” he told Knox News in an email. “The proposed language prevents the survivor from speaking freely and without restriction.”

Audit firm knew nothing of nondisparagment deal in Boyd settlement

When asked directly about the nondisparagement clause in Boyd's settlement, StoneBridge partner Courtney Brock said the diocese would not have been found in compliance if StoneBridge had known about the deal.

Noncompliant dioceses are named in an annual report provided to the U.S. Conference of Catholic Bishops, though what happens beyond that, and whether there are consequences, is not clear.

Brock said StoneBridge would discuss the use of confidentiality agreements with the diocese going forward for future on-site audits and the 2025 on-site audit should be published this summer.

Dioceses elsewhere have released victims from confidentiality agreements

The Diocese of Knoxville, like many dioceses, has never publicly released victims from confidentiality agreements, but the practice is not unheard of. Dioceses in

Michigan, [New Jersey](#), New York and Vermont waived previously enforced confidentiality agreements, some of them following extensive investigations by their state attorneys general into clergy sex abuse of minors.

The Diocese of Nashville has released victims from confidentiality agreements in the past. In 2005 [the Nashville Scene reported on the case of David Brown](#), who said he had been sexually abused at Father Ryan High School in the 1960s. Brown signed a settlement agreement that included a nondisclosure clause in 1996, before they were against church policy.

However, in a letter from the diocese to Brown in 2005, obtained by Knox News, the diocese released Brown from any agreement.

“The Diocese of Nashville has no intention of preventing you from discussing your experiences with whomever you wish, and especially with professional counselors or doctors who might offer assistance.”

A spokesperson for the Diocese of Nashville said the diocese has been in full compliance with the charter since it was established in 2002.

Whether the Diocese of Knoxville will release someone from a confidentiality agreement, particularly a nondisparagement deal – or go after them in court if they violate it – is entirely up to the bishop, Wall said.

“Whoever sits in the cathedral chair is the king,” he said. “He owns everything and makes every important decision in the diocese.”

A game-changing court opinion in Tennessee for child victims

A substantial change for victims – both within and outside the church – could be coming.

In December 2025, Williamson County Chancellor Joseph “Woody” Woodruff issued an opinion, informed by the 2018 state law, that says nondisclosure or

nondisparaging clauses signed by victims of child sex abuse, regardless of when they were signed, are not enforceable. They are retroactively void.

Woodruff's opinion, which has not been challenged, means any child sex abuse victim is free to speak, regardless of what they signed.

“It is evident the General Assembly has made any confidentiality provision that prevents the disclosure of details pertaining to sexual abuse null and void in Tennessee,” Woodruff wrote, adding that is “without regard for when the settlement was entered.”

The ruling is the first of its kind in the state. And while it does not void all confidentiality agreements automatically because it was decided in a lower court, the decision creates a monumental stepping stone for victims across the state to similarly argue for their speech rights.

FOLLOW UP: If you are a victim, we want to speak with you. You can message reporter Tyler Whetstone att Tyler.whetstone@knoxnews.com or reach him on Signal at [tw hetstone141924.39](https://www.signal.com/profile/twhetstone141924.39).

Experts: Confidentiality requirements for sex abuse victims are 'inhumane'

Knox News reviewed the agreements Boyd and the former church employee signed. They included similar language. The nondisparagement language is more stringent than a typical nondisclosure agreement, restricting any statements about the diocese, regardless of its content.

In each, both parties agree to only disclose the settlement agreement to those who have a reasonable need to know about it and both are barred from making any “disparaging remark” or any statement to anyone “that is derogatory or impinges the reputation of the Parish or the Diocese.”

The agreements are proof that the church continues silencing victims, said Garabedian, the Boston attorney.

“It’s the same as a confidentiality agreement,” he said. “This is proof that the Catholic Church is continuing its old ways of pedophilia and cover-up.”

The Catholic Church in Boston often handled sex abuse allegations out of court through private mediations and required the victim to sign a confidentiality agreement. This is what happened to the former church employee.

Patrick Thronson, the Baltimore-based attorney who represented John Doe’s lawsuit against the diocese and Stika, told Knox News he had never seen agreements like these while representing sex abuse victims against the church. They’d be more likely in cases dealing with medical malpractice, he said.

“This person can’t talk to their therapist. They can’t talk to their pastor, or a lawyer or a family member and they can’t (participate) in any advocacy that would put the church in a bad light.

“It’s inhumane. ... It prevents the person from processing emotionally what happened,” Thronson said.

However, Wall, the former canon lawyer who now represents victims, drew a line between nondisclosure provisions and the nondisparagement provisions. He told Knox News the nondisparagement agreements do not violate church policy.

The diocese would not provide the number of nondisparagement agreements victims have signed over the years.

Not every victim signs a confidentiality agreement

Not every victim is required to sign a confidentiality agreement in order to receive a settlement.

A 2021 settlement reached with a former parishioner of the Rev. Michael Sweeney in the early 2000s at Blessed Sacrament Parish in Harriman did not include a nondisclosure agreement, according to an email diocese attorney Ward Phillips

apparently inadvertently sent to Susan Vance, a longtime advocate for Catholic church sex abuse victims, who shared it with Knox News.

Vance had been trying unsuccessfully to arrange a meeting between Beckman, the new bishop, and a different woman who was sexually harassed by a priest and agreed to a settlement with a nondisparagement clause.

Phillips wrongly assumed the woman Vance was advocating was a different woman who had had reached a sexual abuse settlement but not signed a confidentiality agreement, which made her stand out among the settlements he knew about.

“The only person I can recall who meets the description given by Vance is Celeste Brandt Arnone,” Ward wrote to Bishop Mark Beckman on March 2. “I believe that Bishop Stika met with Arnone and Fr. Boettner and I were present. But my memory is fallible ... In any event, if it is Arnone there was no NDA or confidentiality provision in her agreement.”

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