

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

JEFFERSON COUNTY

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 10-CF-_____

THOMAS P. MARR,
401 South Owen Drive,
Madison, WI 53711,
DOB: 10/04/1944,

Defendant.

SUMMONS

THE STATE OF WISCONSIN TO SAID DEFENDANT:

The Complaint, a copy of which is attached, having been made before me accusing the defendant, Thomas Marr, of the crime of theft in a business setting, contrary to Wis. Stat. §§ 943.20(1)(b) and (3)(c) and 971.36 and theft by fraud, contrary to Wis. Stat. §§ 943.20(1)(d), (3)(c), and 971.36.

You, Thomas Marr, are, therefore, summoned to appear before the Honorable Randy Koschnick, Circuit Court Judge for the Jefferson County Circuit Court, Branch 4, Jefferson County Courthouse, 320 South Main Street, Jefferson, Wisconsin, to answer said complaint on Monday, October 18, 2010, at 10:00 a.m. In case of your failure to appear, a warrant for your arrest will be issued.

Dated this 27th day of September, 2010.



DONALD V. LATORRACA
State Bar No. 1011251
Assistant Attorney General and
Special Prosecutor for Jefferson County

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Defendant.

CRIMINAL COMPLAINT

Complainant, being duly sworn on oath, states that the above-named defendant, Thomas P. Marr, did as follows:

COUNT I: THEFT IN A BUSINESS SETTING (misappropriation of church funds)

Between January, 2007 and May, 2009, in the city of Watertown, Jefferson County, state of Wisconsin, the above-named defendant did, by virtue of his employment, have possession of money, in an amount in excess of \$10,000, of the Congregation of St. Bernard, and intentionally used such money without the owners' consent, contrary to his authority and with intent to convert it to his own use, contrary to Wis. Stat. §§ 943.20(1)(b), (3)(c), and 971.36.

Upon conviction of this offense, a Class G felony, the maximum possible penalty is a term of imprisonment not to exceed 10 years or a \$10,000 fine, or both.

COUNT II: THEFT BY FRAUD (defrauding parishioners)

On or about September 11, 2008, in the city of Watertown, Jefferson County, state of Wisconsin, the above-named defendant did obtain title to property (\$11,000 in money) of other persons, Larry and Amelia Dittman, by intentionally deceiving the person with a false representation which is known to be false, made with intent to defraud and which does defraud the person to whom it was made contrary to Wis. Stat. §§ 943.20(1)(d), (3)(c), and 971.36.

Upon conviction of this offense, a Class G felony, the maximum possible penalty is a term of imprisonment not to exceed 10 years or a \$10,000 fine, or both.

PROBABLE CAUSE STATEMENT

1. I have been employed for the past 17 years as a special agent for the Wisconsin Department of Justice, Division of Criminal Investigation (DCI). As part of my law enforcement duties, I have participated in numerous investigations related to financial crimes.

2. I base this Criminal Complaint upon information that citizens have provided to me and other law enforcement officers, including other DCI agents and the Watertown Police Department. I have also relied upon documentary evidence including financial records in making this complaint. Finally, I have also considered the statement of the above defendant, Thomas Marr, in making this complaint.

3. Summary of Investigation: At the request of the Watertown Police Department, I have been investigating allegations that Thomas Marr (Marr) misappropriated funds from the parish where he served, the Congregation of St. Bernard, a Wisconsin Roman Catholic religious corporation, (St. Bernard) in the city of Watertown, Jefferson County, Wisconsin. Through this investigation, I learned that Marr obtained funds from other individuals, including parish members, fellow priests, and other friends and family members by making a number of

misrepresentations to them regarding the purpose for the funds he was soliciting from him. Marr would represent to these individuals that he needed these funds to help out a member of the congregation in need or to assist him in purchasing a residence for both him and another priest for whom he was caring. I have also learned Marr provided this money (along with a significant amount of his own personal funds) to Arthur W. Eith or wired the money to persons or entities located in Africa at Eith's direction. Eith claimed that he needed the funds from Marr and other persons to secure the release of funds from work he had done as a consultant in Africa.

4. On or about July 24, 2009, I spoke with Thomas Levi who was the president of St. Bernard Catholic Church. He stated that in November 2008, St. Bernard's administrative assistant, Sue Nampel, noticed that bills were unpaid. Levi and other members of the church council asked Alan Reinhard, St. Bernard's bookkeeper/business manager, for a current financial statement. Reinhard had failed to produce monthly financial statements as required. As a result of inquiries, Levi indicated that he learned that the church had approximately \$100,000 to \$125,000 in unpaid bills. Reinhard could not provide a good explanation for the unpaid bills.

5. Levi stated that Thomas O'Connor, an independent CPA and St. Bernard's member, volunteered to review St. Bernard's financial records. Church officials subsequently found an "IOU" dated November 13, 2008, stating that Marr would reimburse St. Bernard's \$36,600 on or before June 30, 2009. In the note Marr pledged an additional donation of \$15,000 to the general fund. Marr had apparently provided this note to Reinhard. Levi also provided a list of parish members, family, and friends of Marr and other pastors with dollar amounts noted next to each name. This appeared to be a list of people to whom Marr owed money. Levi also provided me with spread sheets that O'Connor prepared. One spread sheet reflected that Marr received \$9,350 from the Caring Fund account with \$8,000 of it received on November 26, 2008.

It also showed that he received \$32,500 from accounts receivable. The other spread sheet showed that between January 2007 and May 2009 the church made payments to Eith in the amount of \$16,300. Eith was not an employee of the church.

6. Levi stated that on May 30, 2009, he and other church council members met with Marr. Marr admitted that he borrowed money from the church. He also stated that he invested money with Eith.

7. I have also reviewed a two-page document that Marr prepared and provided to the Madison Diocese. This document is a list of people from whom Marr obtained money, and the amount of money they obtained. Some of these individuals report that Marr repaid them in part. These include parish members, priest friends, friends, and family. Marr states that he invested all of the money he borrowed with Eith or wired it to financial institutions in Africa. Marr stated that he did not receive permission from anyone at the parish to do so. He also stated that he used \$3,500 of the money he obtained to pay his income taxes.

8. I have also reviewed a letter from Eith to Attorney Dean Keyes who represented Marr. In the letter dated July 20, 2009, Eith stated that Marr was one of several investors whom Eith chose to support a large contract payment in Nigeria. Eith claimed that he had invested over \$3,000,000 and intended to received \$35.5 million. Eith stated that he would provide Marr with the means to pay back anyone he approached for funds. He also promised a donation of \$1,000,000 to St. Bernard's Parish as well as other donations to other charities.

9. Alan E. Reinhard told me that he served as a bookkeeper for St. Bernard's Church. Reinhard told me that he wrote checks to Eith at the request and direction of Marr. Marr stated that Eith was going to repay the money and that he would make a substantial donation to the church as well. Reinhard believes that he may have taken some of these funds

from the helping hand account. Reinhard also explained that two uncashed checks in the amount of \$1,650 written on the account of Barbara Haase, the wife of Arthur Eith, were provided by Eith as evidence of "good faith." Eith did not have the money at the time Haase wrote the checks but said that Marr could cash them when the money was available. Reinhard stated that on November 13, 2008, Marr approached him about making a record of what he owed the church and what had been given to Eith. Marr had stated that he had his entire retirement tied up with Eith. Reinhard stated that Marr would leave envelopes with money for Eith taped to the back of the rectory door. The envelopes were either unmarked or said "Arthur Eith." Reinhard believes this happened at least a dozen times, and he never counted the money inside. Reinhard believes that Marr started giving Eith the church's money when Marr's personal funds ran out.

10. I also interviewed Marr. Marr stated he became acquainted with Eith in 2001. Marr stated that he would occasionally help out Eith with bills. He later provided his own funds (\$160,000) and the funds of another priest (Fitzgerald) (\$28,000) to Eith for a project Eith purported to be working on in Africa. Eith stated that he borrowed approximately \$36,600 from St. Bernard's and approximately \$20,000 of it came from the Memorial Account. He believed that he could return it before anyone noticed it was missing. Marr stated that he borrowed money from parish members with some of it being provided to Eith and other funds went to restore funds from his own personal account to cover the money he had loaned to others. Marr stated that he told the parishioners that the money he obtained from them was going to help pay for a house that he intended to purchase with another priest (Fitzgerald), but gave the money to Eith. Marr stated that he believed Eith would ultimately purchase the house for him and Fitzgerald as Eith had promised. Marr stated that he did not tell the people from whom he took money that he gave it to Eith. Marr stated that some of the people started to complain about not

getting their money back. Marr confirmed the information on the list provided to the Madison Diocese in terms of the identity and amount of money he obtained from other persons. Marr claims he never intended to keep the money as he believed that Eith would give money back to Marr.

11. I have also reviewed documentation from Marr that identified the types of people from whom he obtained funds, including the parish, parishioners, fellow priests, and from other friends and family members. Marr reports that he provided these funds, along with his own additional funds, to Eith or wired them to financial institutions in South Africa at Eith's direction. Marr stated that he did not receive permission from anyone at the parish or the Diocese of Madison to use the parish's funds and that no one had knowledge of these investments. He told people that he needed the money either to purchase a home to help others in need or for personal needs.

12. I have also reviewed a letter from the Madison Diocese to Officer Brower. On behalf of the Diocese, Chancellor Kevin Phelan and Vicar General Monsignor Daniel Ganshert stated that at no time did Marr have permission of the Bishop or any other person to take money from any parish account for investment purposes or for personal reasons. They stated, "To be legitimate such permission would have to be sought in writing from the bishop or his designee and no request was ever made by Father Marr." Further, Marr could not borrow money for his personal use or investments in his own name without the concurrence of the St. Bernard's Pastoral/Finance Council.

13. During the course of this investigation, I have communicated with numerous individuals who provided Marr with funds. Marr would ask for a short term loan from these people, often representing that it was to help purchase a house to help out another priest or to

help out a needy member of the congregation. At no time did Marr tell these individuals that he was taking their money and providing it to others to secure the release of funds in Africa or to seek the return of an investment from Africa.

14. Richard and Olive Conley told me that they gave Marr checks on two occasions. On one occasion, Marr stated it had to do with Father Fitzgerald. Richard stated that they gave this money to Marr with the understanding it be paid back. They have not received any money back. They also stated that they would not have given Marr money if Marr had told them that he was providing money to invest with a third party in Africa. One check is dated June 30, 2008, in the amount of \$1,200. The other check is dated January 23, 2009, and is payable in the amount of \$2,500.

15. Peter Sisak stated that Marr contacted him and stated that a family needed money for a car, were just getting on their feet and could pay the money back in 6-8 weeks. Sisak offered to provide Marr with \$1,100, and Marr insisted on receiving it on the same day. Sisak stated that he withdrew \$1,100 from his savings account, placed it in an envelope, and delivered it to the church office. In 2008, Marr told Sisak that he had not forgotten about the money and stated that a check was in the mail. Sisak stated that he never received a check. Sisak states he would not have given the money to Marr if Marr had told him that he was investing the money with a third party in Africa. He stated that he expected Marr to repay this money. I have reviewed Sisak's bank account statement and withdraw slip which shows that Sisak withdrew \$1,100 on May 29, 2008.

16. Ameila Dittman stated that she and her husband Larry loaned Marr money. She stated that Marr had contacted them in early 2008 stating that he was asking people to assist in resupplying the emergency loan fund at the church. Four people were in need and there were

insufficient funds in the emergency fund. Marr told the Dittmans that he needed \$11,000. He indicated that the money he was lending was going to a specific family that had a farm. Marr stated that if the family could not pay back the money, he (Marr) would take out a second mortgage on his home in Madison. Marr stated that the money would be repaid in October 2008; he then asked for an extension. The Dittmans stated that they sent the money to Marr at the Watertown parish. On several occasions, Marr said he would pay them back but did not. The Dittmans stated that they would not have provided Marr with the money had he told them that he was giving the money to a third party for an investment in Africa. I have reviewed a check written on the Dittmans' account in the amount of \$11,000 to Marr and which is dated September 11, 2008. Marr subsequently sent them a check for \$3,000.

17. In November 2008, Marr contacted Donna Finley and asked for \$1,800 to help some local people in need of assistance. Finley wrote a check for \$1,800. Marr stated it would be returned within a couple of weeks. Marr later told her that the money would be paid back in January 2009 after the settlement of his estate. Larry Finley, Donna Finley's spouse, stated that Marr never repaid them. Marr told Donna Finley that money had helped out lots of people and that Marr might also get a house out of it. At the time, the Finleys did not know that Marr had asked other people for money. Likewise, they never would have given Marr the money had they known he was going to invest it with a third party. I have reviewed a check on the Finley's personal checking account. It is in the amount of \$1,800, payable to Marr and dated November 28, 2008.

18. Norbert Vogl stated that Marr had asked for \$1,000. He represented that it was money needed for a down payment on a house that he had made an offer on. Marr stated that he would repay the money within a week. Vogl stated that he would not have given the money to

Marr had he known that Marr intended to give it to another party for investment purposes in Africa. I have viewed a check in the amount of \$1,000, payable to Marr, and dated December 30, 2008, on Vogl's checking account.

19. Timothy Marr stated that he is the brother of Marr. Timothy Marr stated that Marr had asked for a loan of \$10,000 to help purchase a house. Marr was to live in a house with John Fitzgerald. Timothy Marr stated that he wired the money to Marr's account. Marr prepared a promissory note for Timothy Marr. Timothy Marr asked Marr to repay him. Timothy Marr stated that Marr sent him \$3,000, but that he still owes \$8,000. In early 2009, Marr also asked Timothy Marr to loan him money for legal fees so that he could help a friend have money released from a country in Africa. Timothy Marr refused to do so because it seemed suspicious.

20. Paula Hibner stated that Marr asked to borrow money from her for an investment that he had. He promised to repay it at a later date but has not done so. I have seen a check that she prepared on her account to Marr in the amount of \$600 and which is dated August 7, 2008.

21. Joe and Lorraine Rhodes stated that they loaned Marr a total of \$27,500. The Rhodes stated that Marr represented that a family was going to lose its farm if a payment was not made. Further, Marr represented that the money would be repaid shortly. The first check was in the amount of \$2,500 and dated June 25, 2008. On August 7, 2008, Marr stopped at the Rhodes' office and stated that he was moving investments and needed money to expedite the process. Marr stated that he would repay them at the end of the month. That check was in the amount of \$10,000. On November 10, 2008, Marr stated that he was in a real jam on his investments and that he needed money from the Rhodes to clear up what he was doing. The Rhodes made out a check for \$15,000. Marr hoped to repay everything at the end of the year. Marr has not repaid any money. The Rhodes stated the money was a loan, and they expected repayment.

22. Kevin Kuckkan stated that Marr called him stating that he needed financial assistance for a family having a difficult time making a mortgage payment. He said the local family had money arriving in the next month and needed the money short term. Kuckkan wrote a check to Marr in the amount of \$2,500. Several months later, Marr returned \$1,000. Kuckkan asked Marr to pay the rest of the money back to the parish school for his childrens' tuition.

23. David Pederson stated that on June 25, 2008, Marr stated that a family was down on its luck and needed money to save their house. Marr was attempting to raise \$5,000. Pederson made out a check for \$1,000. On February 9, 2009, Marr asked Pederson about loaning him additional money. This time, Marr stated that he was selling his condominium, and that he and another priest (Fitzgerald) were attempting to purchase a home and needed money to complete the deal. Pederson loaned an additional \$5,000 for a total of \$6,000. Marr repaid \$3,500. Pederson stated that he would never have given Marr the money if Marr was investing this money with a third party in Africa.

24. Kathy Clark stated that Marr approached her and her husband on December 25, 2008, seeking a check for a temporary loan for a house he was purchasing. Marr wrote a promissory note and agreed to a loan of \$5,000. Marr stated he would repay the money by December 30, 2008. On December 26, 2008, the Clarks wrote a check to Marr for \$5,000. The Clarks stated that Marr never repaid this money, although he promised to do so on several occasions. They would not have given him this money to Marr had Marr told them he was providing it to a third party in Africa.

25. Richard Dathan stated that Marr contacted him just before Marr left for Cancun. Marr stated that a family was in dire need of help and the fund at the church was depleted. Marr

asked for \$2,200 and Marr wanted to meet him immediately. Dathan met Marr and provided \$1,000 in cash at Swig's Grill, in Watertown, Wisconsin. Marr never repaid the money.

26. Caryl Getchell stated that she is worked as a youth program director at the church. She stated that on August 1, 2008, Marr came to her, stating that he needed money. She agreed to lend him \$2,000. Marr stated he could repay it by the end of the year. She gave him the money because she believed she was helping the church. On April 4, 2009, Marr approached her and asked for money to help a family pay their mortgage. Marr asked to borrow \$7,500. Getchell stated that she only had \$2,000. She withdrew that amount in cash and provided it to Marr later. Marr stated that he would repay her as soon as possible. She never received any money back from Marr. Getchell stated that she would not have given Marr the money if he were investing it with a third party in Africa. She states that Eith approached her in 2002/2003 and requested \$1,400 for people he was helping out in Africa. Getchell lent Eith the money. Eith gave her a money order on or about October 7, 2003. Eith did not have funds to cover the check.

27. Jeffrey Allen stated that Marr approached him and asked him for \$3,000 in May or June 2008. Allen believed that Marr mentioned an overseas investment, possibly in Africa. Marr claimed the money would be repaid shortly. Allen made out a check for \$1,000 on June 12, 2008, and \$2,000 on June 13, 2008. Marr continuously represented that the money was coming. Allen has never been repaid any of the money he borrowed to Marr.

28. Jane Lauer stated that Marr approached her and her husband Thomas Lauer in August 2008 and asked for an \$800 loan. Lauer stated that Marr seemed rushed and that he needed the money. On August 20, 2008, they gave Marr a check for \$500. Marr claimed he would repay the money at the end of the following month. He never did. Jane Lauer never

would have given Marr the money if he had said he was giving it to a third party to invest in Africa.

29. Brenda Geib stated that Marr asked to borrow money from the Geibs as Marr need it for expenses related to his condominium in Madison. Marr stated that he would repay them once he closed on the condominium. On July 12, 2008, she gave Marr a check in the amount of \$6,000. She states that Marr repaid them approximately \$3,000. She stated that she would have never loaned Marr the money had she known he was investing it with a third party in Africa.

30. Monica Steger stated that Marr contacted her in February 2009 seeking a loan for \$500. Marr told Steger that he was going to a confirmation retreat and had no money. Seger wrote Marr a check from her checking account for \$500 with the intent that it be repaid. It has never been repaid. On March 16, 2009, Marr asked Steger if she and her mother had \$35,000 to loan him because he was in a bind. Marr stated that he was involved in some kind of deal and when it all worked out, he would be the recipient of over one million dollars, some of which would go to the church. She declined to give Marr additional money. She would not have given Marr money to invest with third parties in Africa because she was leery due to all of the Nigerian scams.

31. Officer Dave Brower of the Watertown Police Department reported that he interviewed Mary Wagner. She advised Officer Brower that in June 2008, she lent Marr \$3,600. Wagner stated that on June 4, 2008, she made out a check for \$3,600. Marr repaid \$1,800. Marr stated that he needed this money for some sort of foreign investment in Kenya. Marr told her that the money was to pay taxes as the investment money came through London. She stated that Marr told her that he was expecting maybe a million dollars but she could not remember for sure.

32. Officer Dave Brower of the Watertown Police Department reported that he interviewed William and Susan Buchholtz. William Buchholtz stated that Marr approached them and asked for a short term loan in the amount of \$9,000 and that he would repay the money by Christmas. Marr stated it was a down payment on a house. Susan Buchholtz wrote out the check for Marr. The check is dated November 22, 2008. William Buchholtz stated that he called Marr on several occasions and Marr kept promising that he would get the money in a week or two. William Buchholtz stated that in May or June 2009, Marr gave him an envelope with \$3,000. Later William Buchholtz stated that he confronted Marr and Marr told him that he needed to use the money to make an investment come through so he could afford a house and a down payment. Marr insisted he was being truthful when he said the money was for the house and promised to repay the money in a few weeks. He stated that he would not have given Marr any money if Marr had told him it was for an African investment.

33. Eugene and Victoria Coughlin stated that Marr approached them and asked them for money. Eugene Coughlin stated that he had loaned Marr \$10,000. Marr stated that money was so that Marr and Father Fitz (Fitzgerald) could purchase a house. He represented that the money was necessary for some type of down payment. He represented that he needed the money for a month or less. She stated that they took the cash out of their safety deposit box, sometime around the end of January and gave Marr the money, so they have no record. Victoria Coughlin stated that on several later occasions, Marr promised to repay the money in a week or so, but never did.

34. Ronald Rank stated that he has known Marr since 1958. In February 2009, Marr told him that he needed money to try to get some money that was invested offshore. In order to receive the money, he had to pay money first. Marr seemed urgent and asked Rank to lend him

as much money as Rank could afford. Rank stated that he loaned Marr \$11,000 and that the two checks are dated February 10, 2009, and were provided to Marr at Rank's residence in the village of Marshall, Wisconsin. Marr promised to repay the money and never did so.

35. Thomas Coyle stated that in January 2009, Marr approached him and asked him for money to repay debts. On the third occasion, Coyle stated that Marr told him that he needed the money to buy a house. Coyle believes that he gave Marr a total of \$47,000. He believes that Marr was very specific about repaying Coyle within a short period of time. Coyle stated that Marr never repaid the money. I have reviewed a total of four checks Coyle wrote to Marr, the first one dated September 13, 2008, in the amount of \$15,000; the second one dated October 13, 2008, in the amount of \$10,000; the third one dated January 30, 2009, in the amount of \$12,000; and the fourth one dated May 6, 2009, in the amount of \$10,000.

36. In addition to those persons identified above, Marr identified other individuals, including members of his parish, other priests, and friends and family members, from whom he received money during the relevant time period.

Dated this 27 day of September, 2010.



AMY A. LEHMANN

Wisconsin Department of Justice, Division of
Criminal Investigation

Subscribed and sworn to before me and
approved for filing this 27th day of
September, 2010.



DONALD V. LATORRACA

Assistant Attorney General and
Special Prosecutor for Jefferson County