

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of March, 1995 by and between The Roman Catholic Archbishop of Boston, a Corporation Sole (the "Archdiocese"), Father Bernard J. Lane ("Fr. Lane"), Father C. Melvin Surette ("Fr. Surette") and [REDACTED] [REDACTED] (collectively the "Parties").

WHEREAS, certain allegations were made and claims were asserted by [REDACTED] regarding the conduct of the Archdiocese, Fr. Surette and Fr. Lane while Fr. Surette and Fr. Lane were priests involved in a program partially sponsored by the Archdiocese; and

WHEREAS, [REDACTED] claims he has suffered substantial damages in the form of pain and suffering, emotional distress, and other forms of personal injury in connection with the conduct of the Archdiocese, Fr. Surette and Fr. Lane; and

WHEREAS, [REDACTED] has informed the Archdiocese, Fr. Surette and Fr. Lane that unless this matter is resolved forthwith, he intends to file immediate suit which will contain causes of action against them; and

WHEREAS, the Parties desire to resolve any disputes and/or actions arising out of the subject matter of those allegations.

NOW, THEREFORE, in consideration of the mutual agreements and commitments set forth herein, the Parties enter into this Agreement and agree as follows:

1. This Agreement represents a desire of the Parties

to settle all claims relating to or arising out of [REDACTED] [REDACTED] allegations, including his allegation of damages received on account of personal injury, without the necessity and expense of litigation. It does not constitute an admission by the Archdiocese, Fr. Surette or Fr. Lane of any liability to [REDACTED]

2. The Archdiocese represents and warrants that it has put its insurance carrier on notice of this claim, but that the carrier has declined coverage for the acts of the Archdiocese, Fr. Lane and Fr. Surette in this matter. In light of the uncertainty of insurance coverage, [REDACTED] agrees to accept the sum of [REDACTED] from the Archdiocese in exchange for a Release of All Claims against the Archdiocese, Fr. Surette and Fr. Lane provided, however, that if the Archdiocese brings a claim or action against its insurer in this matter and, by such claim or action, recovers either by settlement or judgment an amount in excess of [REDACTED] ("the recovery amount") then the Archdiocese shall pay to [REDACTED] the sum recovered in excess of the recovery amount less expenses, including, but not limited to, reasonable attorneys fees. The Archdiocese represents and warrants that any claim or action against its insurer shall include a demand for multiple damages under Chapters 93A and 176D. The Archdiocese shall notify counsel for [REDACTED] under the procedure set forth in Paragraph 14 if it institutes a claim or action against its insurer under this paragraph and will provide [REDACTED] counsel with periodic status reports of said claim or action. [REDACTED] agrees that

any action taken or claim made by the Archdiocese against its insurance carrier is in the sole discretion of the Archdiocese. Further, if such a claim is made all aspects of the same including dismissal, discontinuance and/or settlement shall be and remain in the sole discretion of the Archdiocese.

3. All payments made under this Agreement will be in the form of a check payable to "Eckert, Seamans, Cherin & Mellott as attorneys for [REDACTED]". The payment of [REDACTED] will be tendered contemporaneously with the execution of this Settlement Agreement.

4. As an inducement to [REDACTED] to enter into this Settlement Agreement, Fr. Surette and Fr. Lane represent and warrant that they have insufficient assets to contribute meaningfully to settlement of this matter and contemporaneously with the signing of this agreement will submit financial statements to counsel for [REDACTED], which will include, at a minimum, copies of their Federal Tax Returns for 1992-1994.

5. Fr. Lane agrees that he will seek counselling from the Institute for Living, 400 Washington Street, Hartford, CT, and will remain in said counselling until a trained clinician determines that the counselling has reached a final disposition.

6. [REDACTED] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese and all priests incardinated to the Roman Catholic Archdiocese of Boston,

including, but not limited to, Fr. Surette and Fr. Lane, from and with respect to any and all manner of claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, either at law, in equity, or mixed, which he ever had, now has, or can, shall, or may have in the future, by reason of, on account of or arising out of any matter or thing which has happened, developed, or occurred before the signing of this Agreement arising out of, based upon, connected to or related to [REDACTED] association with the Archdiocese, Fr. Surette and Fr. Lane, including but not limited to, any claims [REDACTED] may have in tort for personal injury, including, but in no way limited to, intentional and negligent infliction of emotional distress, assault and battery, negligence and all other claims and/or causes of action. The Archdiocese, Fr. Surette, Fr. Lane and anyone claiming by, through or under them, hereby fully, unconditionally, and irrevocably release [REDACTED], his heirs, executors, administrators, next of kin, assigns and any other person or entity deeming an interest through him, from any claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions,

damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, either in law or equity, which they now have, ever had, or may have in the future, regarding any claims relating to, arising from or connected with the aforementioned allegations and the resolution of those allegations. It is not intended that the Archdiocese shall be released by this paragraph 6 from its obligations under paragraph 2 hereof.

7. [REDACTED] represents and warrants that he has not disclosed the events giving rise to this claim, this settlement and any discussions relating thereto to any third party with the exception of his attorney(s), financial and tax advisors, including accountants or tax authority, his medical doctor, his therapist, his family, spouse or fiancée, all of whom have agreed, at the request of [REDACTED] to maintain the confidentiality of the same, since February 24, 1995. [REDACTED] further represents and warrants that he has not disclosed the events giving rise to this claim or settlement or any discussions relating thereto to any media outlet. [REDACTED] agrees not to disclose the events giving rise to this claim, this settlement and any discussions relating thereto to any third party, except as hereinafter provided. The Archdiocese, Fr. Surette and Fr. Lane agree not to disclose to any third party any information concerning [REDACTED], except as hereinafter provided. Notwithstanding the foregoing, [REDACTED] may consult with or disclose to his attorney(s),

financial and tax advisors, including accountants or any tax authority, his medical doctor, his therapist, his family, spouse or fiancée, and representatives of the Archdiocese, with respect to these subjects. Prior to making any such disclosure to any of the above named persons, [REDACTED] shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their agreement to honor such confidentiality. In the case of the Archdiocese, it may consult with any individual reasonably required to implement this Agreement, its auditors, attorneys and insurance carriers with respect to these subjects. Prior to making any such disclosure to any of the above named persons, the Archdiocese shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their agreement to honor such confidentiality. Fr. Surette and Fr. Lane may consult with or disclose to their physicians, attorneys, therapists and spiritual advisers under the privilege of confidentiality attached to those relationships. In addition, any party may make such disclosure which is required by law. Any party required to make such a disclosure required by law shall notify all parties to this agreement prior to such disclosure.

8. No representation has been made by any party to the other as encouragement or inducement for the execution of the Agreement, other than that which is expressly set forth in the Agreement. The Parties warrant and represent that they have been represented by competent counsel, that they have entered into the Agreement voluntarily, and that they have consulted

with counsel in connection with the negotiation and execution of the Agreement.

9. This Agreement shall be binding upon the Parties, and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly-authorized representative of each of the Parties hereto.

10. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed document. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

11. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement.

12. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any provision in the same instance, nor any waiver of

the same provision in another instance; but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

13. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith.

14. Any written notice required pursuant to this agreement shall be sent via certified mail, return receipt requested, to the following:

a. In the case of [REDACTED], to:

Roderick MacLeish, Jr., Esquire
Eckert Seamans Cherin & Mellott
One International Place
Boston, MA 02110

b. In the case of the Archdiocese, to:

Wilson D. Rogers, Jr., Esquire
Dunn & Rogers
One Union Street
Boston, MA 02108

c. In the case of Fr. Surette to:

Michael Mone, Esquire
Esdaile, Barrett and Esdaile
75 Federal Street
Boston, MA 02110-2007

In the case of Fr. Lane to:

Gerard F. Lane, Esquire
225 Winter Street
Quincy, MA 02169

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

~~_____~~

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: *Ronald T. Scilly*

Witnessed by:

Maria A. Pepi

FATHER C. MELVIN SURETTE
Individually

Witnessed by:

FATHER BERNARD J. LANE
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

_____Y

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

C Melv Surette

FATHER C. MELVIN SURETTE
Individually

Witnessed by:

Bernard J. Lane

FATHER BERNARD J. LANE
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

[Redacted signature]

Witnessed by:

[Handwritten signature]

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

FATHER C. MELVIN SURETTE
Individually

Witnessed by:

FATHER BERNARD J. LANE
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

_____ly

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

FATHER C. MELVIN SURETTE
Individually

Witnessed by:

Father Bernard J. Lane
FATHER BERNARD J. LANE
Individually

Witnessed by:

Alfred F. Lane, Esq.

MAR 23 1999

2051

RICHARD ABBOTT
Attorney at Law
1359 Centre Street
Newton Center, MA 02159
(617) 969-7199

March 22, 1999

Wilson D. Rogers, Jr.
One Union Street
Boston, MA 02108

Re: [REDACTED] v. Archdiocese & Commonwealth of Massachusetts, Demand Letter

Dear Attorney Rogers:

I represent [REDACTED], a thirty-nine year old man who was sodomized in 1976 when he was 16, under the care and supervision of Father Bernard Lane. Since that time, a time of infinite possibilities and potential for a young man, [REDACTED] life has taken a severe downward turn. More than half of his adult life has been spent behind prison bars. Worse, he is wheelchair ridden, an advanced paraplegic who is paralyzed from the chest down. He is also HIV positive. All this could have been averted. His life could have been so much different and it in fact was heading on the right track. Father Lane tragically changed all that.

In 1976, [REDACTED] had committed some youthful indiscretions and was sent to Westfield. The authorities recognized his potential and promise and suggested that he be placed into a more enlightened program in Littleton, Massachusetts where the youths lived in a mansion on an idyllic setting. The program was run by Father Bernard Lane in conjunction with the Massachusetts Department of Youth Services. Father Lane personally interviewed and screened the boys who would be fortunate enough to enter the Littleton program.

[REDACTED] was showing marked improvement in Littleton until the incident in question took place at a retreat in New Hampshire. At that retreat Father Lane sodomized [REDACTED]. [REDACTED] refused his advances but Father Lane threatened that if [REDACTED] didn't comply he would be shipped back to Westfield. Father Lane knew from the interview and interacting with [REDACTED] that he was deathly afraid of returning to Westfield. Through no fault of his own, [REDACTED] was almost burned to death in a fire at Westfield. To this day, he becomes unnaturally agitated whenever he hears a fire alarm. By psychological coercion and physical force, Father Lane overpowered a vulnerable 16 year old boy.

The settlement I'm suggesting is more than fair. I will detail how I arrived at the figure. I would be hard pressed to think of any lawyer who would not receive a \$300,000 (three hundred thousand) verdict for [REDACTED] even without the subsequent tragedies that ensued. As you probably know, earlier this month a chef from Albany received \$4,000,000 (four million) due to a gas explosion that demolished the kitchen he worked in. Fire burns can be excruciating and the skin grafts and disfigurement last a lifetime. Fortunately for the fifty year old chef who received the \$4,000,000, there were no physical injuries. He was awarded \$4,000,000 because of psychological impairment - he developed a phobia to gas due to the explosion.

The figure I mentioned earlier, \$300,000, plus interest at the mandatory 12% sanctioned by state and federal courts, becomes \$4,800,000 (four million, eight hundred thousand) by the year 2000, when the case might go to trial. A million dollar verdict would become \$16,000,000 (sixteen million) once twenty-four years of interest is factored into the equation. A four million dollar verdict becomes astronomical.

[REDACTED] is not bitter that Father Lane is not in prison but is receiving the help he needs in a hospital. [REDACTED] knows of the horrors of prison life and does not wish that on anyone, even someone who violated state and federal laws by taking a minor across state lines to commit a terrible act that forever turned [REDACTED] away from the Catholic church and from trust in all men.

While [REDACTED] is no longer a practicing Catholic he is a spiritual person. He also feels that a right should be wronged and that secular and non secular matters should be kept separate. Still, he is willing to settle for \$2,400,000 (two million, four hundred thousand), a fifty percent discount from what a modest \$300,000 verdict would be with interest.

It has been years since I have practiced in the trial arena. If there is not a reasonable response to this letter within twenty business days of your receiving it, I will turn the case over to a far more experienced attorney in these matters. I am not comfortable doing that knowing the inevitable consequences that will follow. But as you know I must do what I feel is in the best interests of my client. Thanking you in advance for your time and consideration in this matter.

Very truly yours,



Richard Abbott

RELEASE OF ALL CLAIMS

In consideration of [REDACTED], the Receipt whereof is hereby acknowledged, [REDACTED] hereby remises, releases and forever discharges the Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including but not limited to Rev. Bernard Lane, and all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole, their agents, servants, employees, officers, trustees, directors and independent contractors (hereinafter "the Released Parties"), of and from all debts, demands, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, including, without limitation, any and all claims for past, present or future physical, mental and emotional injuries, whether presently known or unknown, any and all claims for punitive or exemplary damages, any and all claims for loss of earning capacity, diminished life expectancy, death, loss of consortium, loss of society, physical and mental anguish, infliction of emotional distress, pain and suffering, legal fees and expenses, any and all claims for violations of Massachusetts General Laws, Chapter 93A and Chapter 176D, and any and all liens asserted, or which may hereafter be asserted, known or unknown, as a result of any claim herein released, which against the Released Parties, I now have or ever had from the beginning of the world to this date, including but in no way limited to events which occurred in approximately 1976.

My attorney and I hereby represent that any and all liens arising out of these claims will be paid prior to any other disbursement. I further agree to indemnify and hold

harmless the Released Parties from any and all past, present or future claims or liens arising as a result of this Release and the underlying claims.

I further agree that this settlement is in full compromise of a doubtful and disputed claim both as to the question of liability and as to the nature, extent and permanency of all injuries and damages, and that the payment is not to be construed as an admission of liability on the part of the Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including but not limited to Rev. Bernard Lane, and all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole, their agents, servants, employees, officers, trustees, directors, and independent contractors, all of whom expressly deny liability. No promise or inducement which is not herein expressed has been made to me and in executing this Release, I do not rely upon any statement or representation made by any person, firm, or corporation hereby released, or any agent or other person representing them or any other concerning the nature, extent, or duration of said damages or losses, or the legal liability therefore.

It further is expressly agreed by and among all of the parties to this Release, as well as their attorneys, agents, servants, employees and insurers, that they will maintain the confidentiality of the facts of this settlement and the specific terms thereof. No party, nor a party's attorney, agent, servant, employee or insurer, shall disclose or cause to be disclosed,

directly or indirectly, to any person, corporation or entity not a party to this Release, including but not limited to any form of print or broadcast media, the names of any parties described herein, the existence of any claims against the released parties, the fact of this settlement, the terms or amounts of this settlement, any facts or circumstances leading to the completion of this settlement or the alleged facts and circumstances giving rise to any claims described herein unless in response to a lawfully issued subpoena from a duly constituted Grand Jury or by court order. Prior to making any such required disclosure, [REDACTED], through his Counsel, shall notify Counsel for the Roman Catholic Archbishop of Boston, a Corporation Sole. This paragraph shall not prevent [REDACTED] from disclosing or discussing the facts and circumstances giving rise to any claims described herein with a licensed clergy, physician, attorney, mental health professional, spouse or immediate family. Prior to making any disclosures to any of the above-named persons, [REDACTED] shall inform said person of the confidentiality requirements of this paragraph and shall obtain from them their agreement to honor such confidentiality.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the same as my own free Act.

Witness my hand and seal this 14th day of October, 1999.

[REDACTED]

Witnessed by:

[Signature]

AGREED AND ASSENTED TO:

Richard Abbott

Richard Abbott, Esquire
1359 Centre Street
Newton Center, MA 02459

Counsel for



THE ROGERS LAW FIRM
A PROFESSIONAL CORPORATION
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WILSON D. ROGERS, JR.
PETER POMMERSHEIM
MICHAEL J. FAZIO, JR.
WILSON D. ROGERS, III
FRANCIS J. O'CONNOR
MARK C. ROGERS

CHARLES J. DUNN (1901-1983)
OF COUNSEL:
JOHN F. DUNN

March 28, 2002

District Attorney Daniel F. Conley
Suffolk County
One Bullfinch Place
Boston, MA 02114-2997

District Attorney Martha Coakley
Middlesex County
Superior Courthouse
40 Thorndike Street
Cambridge, MA 02141

Dear District Attorneys Conley and Coakley:

In accordance with the letter agreement which this office signed on behalf of the Roman Catholic Archbishop of Boston, a Corporation Sole with the Attorney General's Office, dated March 1, 2002, enclosed please find a claim letter which we have now received on behalf of [REDACTED] who have alleged that they were sexually abused by Rev. Bernard J. Lane, Rev. Melvin Surette and Dr. Scott Ward.

Thank you for your attention to this matter.

Very truly yours,
Wilson D. Rogers Jr.
Wilson D. Rogers, Jr.

WDR/ec
Enclosures

cc: Kurt N. Schwartz, Esquire

HALSTRÖM LAW OFFICES, P.C.

ERIC N. HALSTRÖM, A.B., J.D.

ATTORNEYS AT LAW

132 BOYLSTON STREET
BOSTON, MASSACHUSETTS 02116-4608
(617) 262-1060

OF COUNSEL

CHRISTOPHER G. KALTSAS, A.B., J.D.
GEOFFREY G. NATHAN, B.A., J.D.
BENGT STERNUNG, SWEDEN (1949-2000)

AND

PROCTOR IN ADMIRALTY

BOSTON FACSIMILE (617) 426-4791

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E-mail: office@halstrom.com

CARLISLE FACSIMILE (978) 369-8298
NAT'L TOLL FREE 1-800-442-9855

February 28, 2002

Reverend Bernard Cardinal Law
Cardinal Archbishop
Archdiocese of Boston
2121 Commonwealth Avenue
Brighton, MA

Re: Claim of Sexual Abuse of a Minor by Farther Bernard J. Lane

Dear Cardinal Law:

This office has been retained to represent [REDACTED] who allege that they were victims of sexual abuse by Father Bernard J. Lane at the Alpha Omega Center in Littleton, Massachusetts, in New Hampshire, and at the homes of Lane when in his custody.

[REDACTED] had been referred to Alpha Omega by the Division of Youth Services of the Commonwealth of Massachusetts. [REDACTED] in or about 1975 at the age of 14. [REDACTED] in or about 1976 at the age of 15. While clients of the program [REDACTED] and [REDACTED] allege they were repeatedly sexually abused by Lane. They allege further that after completion of the Alpha Omega program, Lane convinced them not to return home and to live with him at his home in Littleton. He told the boys he had obtained custody of them. He introduced them as his "two adopted sons".

[REDACTED] allege that they were also sexually abused by Father Melvin Surette, a friend of Lane's who visited the program and took the boys on boating trips or to his cabin in Nova Scotia. They allege further, that they were sexually abused by Dr. Scott Ward, a psychologist at Alpha Omega at his home on Beacon Hill in Boston and his cottage in Wellfleet, Massachusetts.

[REDACTED] aver that they had never told anyone of the events at Alpha Omega until they spent the weekend together last year and discovered that each had been abused by Lane.

HALSTRÖM LAW OFFICES, P.C.

[REDACTED] allege that Lane built up a trusting relationship with him by being sympathetic to [REDACTED] family turmoil and offering them a home with their own rooms, stereos, and clothes. Lane also had a cottage in New Hampshire with snowmobiles, boats, a lake and other amenities. This was also a site of sexual abuse.

Lane got them into Littleton High School. However, when they grew older, Lane took up with younger boys from the program and left them to their own devices in Littleton.

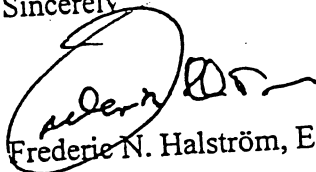
[REDACTED] alleges that on a re-awakening of the abuse by Lane, they realized that the abuse had caused them permanent psychological damages that have affected their relationships with others, engendered a sense of shame and secrecy that interfered with their ability to trust others and to maintain successful relationships with women.

Demand is hereby made for \$5,000,000.00 for each victim as compensation for the damages caused by the abuse of Lane, Surette and Ward.

A lawsuit will be filed in Suffolk Superior Court if this office does not hear from you within thirty (30 days) indicating the time frame you need to investigate this claim and propose an out of court settlement. If you have any questions or require additional information, we will try to be responsive to you.

The Law Office of Nance Lyons will serve as co-counsel in this matter.

Sincerely



Frederic N. Halström, Esq.

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CHARLES J. DUNN (1901-1983)
OF COUNSEL:
JOHN F. DUNN

March 28, 2002

District Attorney Martha Coakley
Middlesex County
Superior Courthouse
40 Thorndike Street
Cambridge, MA 02141

District Attorney Kevin M. Burke
Essex County
Two East India Square
Salem, MA 01970

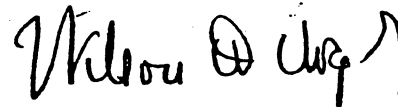
Dear District Attorneys Coakley and Burke:

In accordance with the letter agreement which this office signed on behalf of the Roman Catholic Archbishop of Boston, a Corporation Sole with the Attorney General's Office dated March 1, 2002, enclosed please find a copy of a claim letter which we have received setting forth allegations of sexual abuse of [REDACTED] by Rev. Bernard Lane.

By copy of this letter to Kurt Schwartz, I trust that you will notify the appropriate authority in New Hampshire regarding these allegations.

Thank you for your attention to this matter.

Very truly yours,



Wilson D. Rogers, Jr.

WDR/ec
Enclosure

cc: Kurt N. Schwartz, Esquire

HALSTRÖM LAW OFFICES, P.C.

2061

ERIC N. HALSTRÖM, A.B., J.D.

ATTORNEYS AT LAW

132 BOYLSTON STREET
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(617) 262-1060

AND

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OF COUNSEL

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483 RIVER ROAD

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E-mail: office@halstrom.com

February 28, 2002

Reverend Bernard Cardinal Law
Cardinal Archbishop
Archdiocese of Boston
2121 Commonwealth Avenue
Brighton, MA

Re: Claim of Sexual Abuse of a Minor by Father Bernard J. Lane

Dear Cardinal Law:

This office has been retained to represent [REDACTED] that he was a victim of sexual abuse by Father Bernard J. Lane.

[REDACTED] grew up in Woburn and was friendly with Lane's nephews. He was introduced to Father Lane and alleges he was sexually abused by Lane over a four-year period in or about 1974-1978. [REDACTED] alleges that he was repeatedly raped and sexually abused by Lane in Lynnfield, Waltham and other towns where Lane lived or served as a parish priest, as well as in the area of Suncook Lake in New Hampshire.

[REDACTED] alleges that on a re-awakening of the abuse by Lane, after reading newspaper articles in the past month, he realized that the abuse had caused him permanent psychological damages that have affected his relationships with others, lifestyle and his ability to achieve intimacy in his sexual relationships.

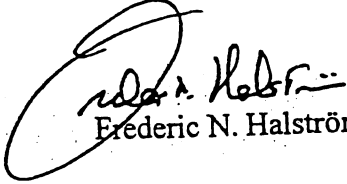
Demand is hereby made for \$5,000,000.00 as compensation for the damages caused by the abuse of Lane.

A lawsuit will be filed in Middlesex Superior Court if this office does not hear from you within thirty (30 days) indicating the time frame you need to investigate this claim and propose an out of court settlement. If you have any questions or require additional information, we will try to be responsive to you.

The Law Office of Nance Lyons will serve as co-counsel in this matter.

HALSTRÖM LAW OFFICES, P.C.

Sincerely,


Frederic N. Halström, Esq.

7

5

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION DOCKET NO.

[REDACTED]
Plaintiff

v.

REVEREND FATHER BERNIE LANE, and
ARCHDIOCESE OF BOSTON,Defendants

COMPLAINT AND DEMAND FOR JURY TRIALPARTIES

1. The plaintiff, [REDACTED], resides at the [REDACTED]. At all material times, plaintiff [REDACTED] was a participant at the Alpha Omega Center, in Littleton, County of Middlesex, Commonwealth of Massachusetts.
2. Defendant Reverend Father Bernie Lane (hereinafter "Reverend Father Lane"), whose current address is unknown at this time, at all material times was assigned to the Alpha Omega Center, in Littleton, Middlesex County, Commonwealth of Massachusetts. He was a Roman Catholic priest at all material times.
3. Defendant Archdiocese of Boston, located at 201 Foster Street, Brighton, Suffolk County, Commonwealth of Massachusetts, at all material times supervised and assigned work to defendant Reverend Father Lane.

STATEMENT OF FACTS

4. Plaintiff [REDACTED] participated in the Alpha Omega Center for approximately seven (7) to nine (9) months on or about the year nineteen seventy five (1975).
5. Since his ordination, defendant Reverend Father Lane was a priest in the Roman Catholic Church, Archdiocese of Boston. During the 1970's, he was assigned to Alpha Omega Center in Littleton, Massachusetts.

6. Defendant Reverend Father Lane supervised the plaintiff during the plaintiff's stay at the Alpha Omega Center. As a supervisor at the Alpha Omega Center, defendant Reverend Father Lane played a very significant role in the plaintiff's life.
7. While defendant Reverend Father Lane was assigned to the Alpha Omega Center, in about 1975, defendant Reverend Father Lane cultivated and maintained a close relationship with the plaintiff.
8. During the time he was assigned to Alpha Omega Center, defendant Reverend Father Lane initiated and engaged in a pattern and practice of explicit sexual behavior with the plaintiff.
9. Defendant Reverend Father Lane frequently brought the plaintiff into the defendant's room at the Alpha Omega Center or to the defendant's house in New Hampshire to engage in explicit sexual behavior with the plaintiff.
10. The relevant sexual behavior in which defendant Reverend Father Lane engaged with the plaintiff during these visits included, but was not limited to, forced sodomy, repeated explicit sexual fondling and rubbing of the plaintiff's body, including the plaintiff's genitals, and having the plaintiff fondle and perform fellatio on Reverend Father Lane.
11. At all material times relevant to the explicit sexual behavior alleged herein, defendant Reverend Father Lane was supervised by defendant Archdiocese of Boston.
12. On information and belief, defendant Reverend Father Lane had committed sexual assaults on several other children prior to or concurrently with sexually assaulting the plaintiff.
13. On information and belief, defendant Archdiocese of Boston knew or should have known that defendant Reverend Father Lane was a pedophile, but despite such knowledge, took no action to restrict his pedophilic activities.
14. As a result of the rape and repeated sexual assaults and psychological abuse of the plaintiff committed by defendant Reverend Father Lane, the plaintiff has suffered extreme pain and suffering and psychological damage, including but not limited to depression, feelings of guilt and confusion, anger, irritability, difficulty establishing and maintaining relationships with others, feelings of utter worthlessness and loss of self.
15. The rape and repeated sexual assaults of the plaintiff and emotional and psychological abuse by defendant Reverend Father Lane caused the plaintiff to repress his memories of the sexual assaults from the time of the events until October of 1999.

16. Not until his memories of the rape and sexual assaults recently came to his consciousness did the plaintiff have knowledge that his pain and suffering and psychological damage resulted from the sexual assaults and rape by defendant Reverend Father Lane.

COUNT I

**REVEREND FATHER BERNIE LANE
(ASSAULT)**

17. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through sixteen (16) as if fully set forth herein.
18. By his sexual attacks, defendant Reverend Father Lane intentionally placed the plaintiff in apprehension of an imminent unwanted touching and thereby committed assaults upon him.
19. As a direct and proximate cause of defendant Reverend Father Lane's assaults of the plaintiff, the plaintiff has suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

WHEREFORE plaintiff [REDACTED] demands judgment against defendant REVEREND FATHER BERNIE LANE in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

COUNT II

**V. REVEREND FATHER BERNIE LANE
(BATTERY)**

20. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through nineteen (19) as if fully set forth herein.
21. By his rape and sexual assaults of the plaintiff, defendant Reverend Father Lane acted intentionally so as to cause harmful, offensive and unpermitted physical contact with and touch of the plaintiff, thereby committing batteries upon him.
22. As a direct and proximate result of defendant Reverend Father Lane's battery of the plaintiff, the plaintiff has suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

WHEREFORE plaintiff [REDACTED] demands judgment against defendant REVEREND FATHER BERNIE LANE in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

COUNT III
[REDACTED] V. REVEREND FATHER BERNIE LANE
(BREACH OF FIDUCIARY DUTY)

23. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through twenty-two (22) as if fully set forth herein.
24. The plaintiff, who was a minor when he was sexually assaulted and raped by the defendant, was a vulnerable, impressionable child who, prior to the sexual assaults and rape, had great confidence in defendant Reverend Father Lane.
25. Defendant Reverend Father Lane, as the plaintiff's supervisor at the Alpha Omega Center, owed the plaintiff a duty of trust, care and faithfulness amounting to a fiduciary duty toward him.
26. By his conduct, defendant Reverend Father Lane breached his fiduciary duty owed to the plaintiff.
27. As a direct and proximate result of defendant Reverend Father Lane's breach of his fiduciary duty to the plaintiff, the plaintiff has suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

WHEREFORE plaintiff [REDACTED] demands judgment against defendant REVEREND FATHER BERNIE LANE in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

COUNT IV
[REDACTED] V. REVEREND FATHER BERNIE LANE
(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

28. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through twenty-seven (27) as if fully set forth herein.
29. By his conduct, defendant Reverend Father Lane intended to and did inflict emotional distress upon the plaintiff, who was then only a teenager. Defendant Reverend Father Lane knew or should have known that emotional distress was the likely result of his conduct.

30. Defendant Reverend Father Lane's conduct was extreme and outrageous, beyond all reasonable bounds of decency and utterly intolerable in a civilized community.
31. The mental distress and emotional injuries which the plaintiff suffered and continues to suffer are severe and of such a nature that no reasonable person could be expected to endure them.
32. As a direct and proximate result of the conduct of defendant Reverend Father Lane, the plaintiff suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

WHEREFORE plaintiff [REDACTED] demands judgment against defendant REVEREND FATHER BERNIE LANE in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

COUNT V

[REDACTED] REVEREND FATHER BERNIE LANE (NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

33. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through thirty-two (32) as if fully set forth herein.
34. When the plaintiff was a teenager, defendant Reverend Father Lane cultivated a close personal bond with him. Reverend Father Lane owed the plaintiff a duty to exercise reasonable care in his relationship with the plaintiff.
35. Defendant Reverend Father Lane failed to exercise reasonable care in his relationship with the plaintiff, engaged in unlawful sexual conduct toward him and was emotionally and psychologically abusive towards him.
36. A reasonable person in the plaintiff's position would have suffered extreme mental distress and emotional injuries under these circumstances.
37. As a proximate result of Reverend Father Lane's conduct in forcing the plaintiff, who was then a teenager, to submit to unlawful and outrageous sexual conduct, the plaintiff suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

WHEREFORE plaintiff [REDACTED] demands judgment against defendant REVEREND FATHER BERNIE LANE in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

COUNT VI

[REDACTED] V. REVEREND FATHER BERNIE LANE
(NEGLIGENCE)

38. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through thirty-seven (37) as if fully set forth herein.
39. Defendant Reverend Father Lane owed the plaintiff a duty of reasonable care to do nothing that would harm him. This duty included reasonable care during the period that defendant Reverend Father Lane supervised the plaintiff at the Alpha Omega Center and whenever he took the plaintiff to defendant Reverend Father Lane's residence in New Hampshire.
40. Defendant Reverend Father Lane breached his duty of reasonable care by engaging in the unlawful sexual conduct described above.
41. As a direct and proximate result of the conduct of Reverend Morgan, the plaintiff suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

WHEREFORE plaintiff [REDACTED] demands judgment against defendant REVEREND FATHER BERNIE LANE in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

COUNT VII

[REDACTED] V. ARCHDIOCESE OF BOSTON
(NEGLIGENCE)

42. The plaintiff repeats and realleges the allegations contained in paragraphs one (1) through forty one (41) as if fully set forth herein.
43. On information and belief, at all relevant times, the responsibilities of defendant Archdiocese of Boston included the supervision of defendant Reverend Father Lane.
44. On information and belief, at all relevant times, defendant Archdiocese of Boston knew or should have known that defendant Reverend Father Lane was interacting with minors, including the plaintiff.
45. Defendant Archdiocese of Boston owed a duty to use reasonable care to do nothing that would harm the plaintiff. This duty included using reasonable care in the supervision of Reverend Father Lane.

- 46. On information and belief, Defendant Archdiocese of Boston breached its duty to the plaintiff by failing to use reasonable care in the supervision of defendant Reverend Father Lane, including failing properly to respond to prior allegations regarding Reverend Father Lane's inappropriate and unlawful behavior with minors and by inadequately supervising him.
- 47. On information and belief, Defendant Archdiocese of Boston knew or should have known that Reverend Father Lane's conduct would result in profound and permanent harm to the plaintiff.
- 48. As a direct and proximate result of the conduct of defendant Archdiocese of Boston, the plaintiff suffered and will continue to suffer severe and permanent emotional and psychological injuries, financial losses for medical care and treatment, diminution of earning capacity, loss of enjoyment of life and other damages.

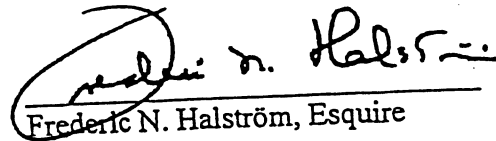
WHEREFORE plaintiff [REDACTED] demands judgment against defendant Archdiocese of Boston in an amount to be determined, plus interest and costs, together with such other relief as this court deems just and equitable.

DEMAND FOR JURY TRIAL

The plaintiff demands a trial by jury as to all issues so triable.

[REDACTED],
by his attorney

Date: 27 June '01


Frederic N. Halström, Esquire
BBO#218420
Halström Law Offices, P.C.
132 Boylston Street
Boston, MA 02116
617-262-1060

Trial Court of Massachusetts Superior Court Department County: Middlesex



CIVIL ACTION COVER SHEET

DOCKET NO.(S)

PLAINTIFF(S)

[Redacted]

DEFENDANT(S)

Reverend Father Bernie Lane and Archdiocese of Boston

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE 617 222 1060
Frederic N. Halstrom - Halstrom Law Offices, P.C.
132 Boylston Street, Boston, MA 02116
Board of Bar Overseers number: 218420

ATTORNEY (if known) Wm. D. Rogers, III
The Rogers Law Firm
ONE Union St., Boston, MA 02108

Place an x in one box only:

- 1. F01 Original Complaint
- 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)
- 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

Origin code and track designation

- 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)
- 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
- 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) IS THIS A JURY CASE?
CODE NO. TYPE OF ACTION (specify) TRACK (X) Yes () No

BO 4

Personal Injury (F)

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only

TORT CLAIMS

(Attach additional sheets as necessary)

Documented medical expenses to date:

- 1. Total hospital expenses \$ 0
- 2. Total Doctor expenses \$ 0
- 3. Total chiropractic expenses \$ 0
- 4. Total physical therapy expenses \$ 0
- 5. Total other expenses (describe) \$ 0

Subtotal \$ 0

B. Documented lost wages and compensation to date

C. Documented property damages to date \$ 0

D. Reasonably anticipated future medical and hospital expenses \$ 0

E. Reasonably anticipated lost wages \$ 0

F. Other documented items of damages (describe) \$ 0

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)
The Plaintiff has sustained permanent psychological injuries, has undergone medical and therapeutic treatment and care and continues to require same as a result of sexual abuse by the defendant Lane.
TOTAL \$ 0

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

TOTAL \$

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected resolution services and discuss with them the advantages and disadvantages of the various methods."
X Halstrom
DATE: 06

PERSONAL AND CONFIDENTIAL
MEMORANDUM

BCL; WM
- Miceli
Lane → Tierney
↓
Mason - [REDACTED]
↓
local therapist?

TO: Rev. William F. Murphy ✓
FROM: Sister Rita V. McCarthy, CSJ RJA
DATE: September 30, 1997
RE: [REDACTED] (Rev. Bernard Lane)
[REDACTED]

[REDACTED] met with me at the Chancery today. He was very apprehensive so he brought his girlfriend along to assuage his fears. Gradually he relaxed and spoke openly of his past. Before he encountered Father Lane in 1974, [REDACTED] admitted to being a "juvenile delinquent." He described his family as dysfunctional with many problems. His mother, however, did belong to a Guild at the Church. His father was very rough with him. [REDACTED] wanted me to understand that all of his problems were not the result of what Father Lane did to him, only his sexual orientation and self-esteem. Because of his other problems he was sent to Alpha & Omega in Littleton.

His description of the dorm there was bizarre. He recalls it as a room full of young men 14-16 years old all lying around naked, some in towels, masturbating one another and reading pornographic magazines. He also claimed that triple X-rated films were made available to them. *substantial*

[REDACTED] was at Alpha & Omega for approximately 5 or 6 months. At one time he was chosen to speak to a group of Deacons. Father had some "special kids." He was one of them.

Father would bring [REDACTED] to his bedroom to "test him sexually." At first he tried to brush him off. Father turned this around and made the problem [REDACTED] own insecurity. He said that he had a copy of [REDACTED] psychological profile, and that [REDACTED] had a sensitive scrotum, which was why he would not let Father touch him. He also told him that [REDACTED] had homosexual fears. Thereafter, Father digitally sodomized him once or twice every week. He kept telling [REDACTED] that he was better than the others, that he would make it.

Later in life [REDACTED] had a homosexual relationship. He realized at this time that it was not true; he had no attraction for men. He felt all mixed up.

He would like to go to Thomas Morris, MD in New Bedford to try to get a handle on his life. His girlfriend recommended Doctor Morris to him. [REDACTED] feels that if he can get his self-esteem back, he would be able to do something with his life. He signed a waiver before he left and thanked me.

LAW OFFICES
OF
MITCHELL GARABEDIAN

MITCHELL GARABEDIAN
WILLIAM H. GORDON
JEFFREY E. AHEARN
HERBERT C. DIKE
SHAUNA E. TANNENBAUM
JONATHAN F. TABASKY

100 STATE STREET, 6TH FLOOR
BOSTON, MASSACHUSETTS 02109

(617) 523-6230
FAX (617) 523-3687

October 10, 1997

Wilson D. Rogers, Jr., Esq.
DUNN & ROGERS
One Union Street
Boston, MA 02108

RE: Sexual abuse of [REDACTED] by Father Bernard Lane

Dear Mr. Rogers:

Please be advised that this office represents [REDACTED], currently 39 years old, who was repeatedly sexually molested by Father Bernard Lane between January and June of 1974 when he was fifteen and sixteen years old. The molestation occurred at Alpha Omega Hall in Littleton, Massachusetts and at Father Lane's lakefront home in New Hampshire.

The relevant sexual behavior includes telling [REDACTED] that it was perfectly natural for men to physically feel and demonstrate attraction for other men, providing [REDACTED] with Vaseline, pornographic magazines and pornographic videos and encouraging him to masturbate openly, bringing [REDACTED] to his bedroom at night and rubbing his hands up and down [REDACTED]'s torso and legs giving, in his words, "body rushes" as they both lay naked in his bed, rubbing his hand over [REDACTED] genitals, performing oral sex on [REDACTED] and forcing [REDACTED] to perform "hand jobs" on him.

[REDACTED] injuries resulting from this behavior include suicidal ideations, disgust, shame, anxiety, confusion regarding his sexual identity, damage to his relationship with his mother, i.e. Father Lane told [REDACTED] that he had reviewed psychological tests of [REDACTED] and that they revealed that he hated his mother and that he was a latent homosexual and that he must confront his mother and stop rejecting perfectly normal male on male affection.

Based on the foregoing, [REDACTED] demands \$200,000.00 in settlement of this matter. Please be aware that [REDACTED] demand is firm and not negotiable.

LAW OFFICES
OF
MITCHELL GARABEDIAN

[REDACTED]
page 2

October 10, 1997

Please advise as to your decision as I will be filing a complaint on behalf of my client within the near future.

If you do not represent Father Bernard Lane please inform me of same.

Very truly yours,



Mitchell Garabedian

RELEASE OF ALL CLAIMS

In consideration of [REDACTED] 0)
[REDACTED], the Receipt whereof is hereby acknowledged, [REDACTED]
[REDACTED] hereby remises, releases and forever discharges the
Roman Catholic Archbishop of Boston, a Corporation Sole, its
agents, servants, officers, employees and independent
contractors, all priests who are or who have ever been
incardinated to the Roman Catholic Archdiocese of Boston,
including but not limited to Rev. Bernard Lane, and all entities
and organizations affiliated with or associated with the Roman
Catholic Archbishop of Boston, a Corporation Sole, their agents,
servants, employees, officers, trustees, directors and
independent contractors, of and from all debts, demands, causes
of action, suits, accounts, covenants, contracts, agreements,
damages, and any and all claims, demands and liabilities
whatsoever of every name and nature, including, without
limitation, any and all claims for past, present or future
physical, mental and emotional injuries, whether presently known
or unknown, any and all claims for punitive or exemplary
damages, any and all claims for loss of earning capacity,
diminished life expectancy, death, loss of consortium, loss of
society, physical and mental anguish, infliction of emotional
distress, pain and suffering, legal fees and expenses, any and
all claims for violations of Massachusetts General Laws, Chapter
93A and Chapter 176D, and any and all liens asserted, or which
may hereafter be asserted, known or unknown, as a result of any
claim herein released, which against the said Roman

- 2 -

Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including but not limited to Rev. Bernard Lane, and all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole, their agents, servants, employees, officers, trustees, directors and independent contractors, I now have or ever had from the beginning of the world to this date, including but in no way limited to events which occurred in 1974.

I further agree that this settlement is in full compromise of a doubtful and disputed claim both as to the question of liability and as to the nature, extent and permanency of all injuries and damages, and that the payment is not to be construed as an admission of liability on the part of the Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including but not limited to Rev. Bernard Lane, and all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole, their agents, servants, employees, officers, trustees, directors, and independent contractors, all of whom expressly deny liability. No promise or inducement which is not herein

- 3 -

expressed has been made to me and in executing this Release, I do not rely upon any statement or representation made by any person, firm, or corporation hereby released, or any agent or other person representing them or any other concerning the nature, extent, or duration of said damages or losses, or the legal liability therefore.

It further is expressly agreed by and among all of the parties to this Release, as well as their attorneys, agents, servants, employees and insurers, that they will maintain the confidentiality of the facts of this settlement and the specific terms thereof. No party, nor a party's attorney, agent, servant, employee or insurer, shall disclose or cause to be disclosed, directly or indirectly, to any person, corporation or entity not a party to this Release, including but not limited to any form of print or broadcast media, the names of any parties described herein, the existence of any claims against the released parties, the fact of this settlement, the terms or amounts of this settlement, any facts or circumstances leading to the completion of this settlement or the alleged facts and circumstances giving rise to any claims described herein unless in response to a lawfully issued subpoena from a duly constituted Grand Jury or by court order. Prior to making any such required disclosure, [REDACTED], through his Counsel, shall notify Counsel for the Roman Catholic Archbishop of Boston, a Corporation Sole. This paragraph shall not prevent

[redacted] from disclosing or discussing the facts and circumstances giving rise to any claims described herein with a licensed clergy, physician, attorney, mental health professional, spouse or immediate family. Prior to making any disclosures to any of the above-named persons, [redacted] shall inform said person of the confidentiality requirements of this paragraph and shall obtain from them their agreement to honor such confidentiality.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the said as my own free Act.

Witness my hand and seal this 29th day of May, 1998.

[redacted signature line]

Witnessed by: Mitchell Garabedian

AGREED AND ASSENTED TO:
Mitchell Garabedian
Mitchell Garabedian, Esquire
100 State Street, 6th Floor
Boston, MA 02109
Counsel for [redacted]

APR 12 2002

new vic's / 4/12/02

2086

GREENBERG
ATTORNEYS AT LAW
TRAURIG

Robert A. Sherman, Esq.
(617)310-6015
rsherman@gtlaw.com

April 12, 2002

VIA HAND DELIVERY

Wilson Rogers, Jr., Esq.
The Rogers Law Firm
One Union Street, Third Floor
Boston, MA 02108

Dear Mr. Rogers:

As we discussed, enclosed please find the revised Tolling Agreements for the following individuals who have suffered sexual abuse by priests within the Boston Archdiocese:

[REDACTED]	Father Bernard Lane	Alpha Omega
[REDACTED]	Father Geoghan <i>new</i>	
[REDACTED]	Father Shanley	
[REDACTED]	Father Graham	
[REDACTED]	Father John Lane	St. Theresa's, No. Reading
[REDACTED]	Father John Lane	St. Theresa's, No. Reading
[REDACTED]	Father Malony <i>new</i>	St. Theresa's, No. Reading
[REDACTED]	Father Pacquin	St. Monica's, Methuen
[REDACTED]	Father Joseph Welch	St. Theresa, Watertown
[REDACTED]	Father Murphy, <i>Daniel c.?</i>	St. Peter & Paul
[REDACTED]	Father Lane	Alpha Omega
[REDACTED]	Father Lane	Alpha Omega
[REDACTED]	Father Lane	Alpha Omega
[REDACTED]	Father Mahan	St. Anne's
[REDACTED]	Father Shanley	Camp Fatima
[REDACTED]	Father Graham	Camp Fatima
[REDACTED]	Father Gayle <i>-Fr. Gale?</i>	Camp Fatima
[REDACTED]	Father Lane	Alpha Omega

GREENBERG TRAURIG, LLP

ONE INTERNATIONAL PLACE 3RD FLOOR BOSTON, MASSACHUSETTS 02110

617-310-6000 FAX 617-310-6001 www.gtlaw.com

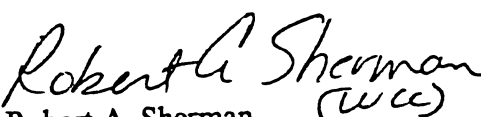
MIAMI NEW YORK WASHINGTON, D.C. ATLANTA PHILADELPHIA TYSONS CORNER CHICAGO BOSTON PHOENIX WILMINGTON LOS ANGELES DENVER

Wilson Rogers, Jr., Esq.
April 4, 2002
Page 2

We will be sending formal demands on behalf of each of our clients shortly. In the meantime we ask you to execute the enclosed tolling agreements in order that we can proceed in an orderly fashion.

Please call me or my paralegal Wendy Champagne with any questions.

Very truly yours,


Robert A. Sherman (wcc)

RAS/wcc
Enclosures

#53180

PERSONAL AND CONFIDENTIAL

MEMORANDUM

TO: Rev. Charles Higgins
 FROM: Sister Rita McCarthy, CSJ
 DATE: March 8, 2002
 RE: [REDACTED] (Rev. Bernard Lane)

[REDACTED] me for an interview at the Chancery today. He appeared shaken and emotional. He is a self-employed electrician with two children and lives with their mother. [REDACTED] aims he is an alcoholic, has been sober for 3 months, and attends AA regularly. He went to Wayside Family Counseling in Milford. A counselor, Brenda Frasier, put him on prozac. His life is stable at present.

[REDACTED] father died when [REDACTED] was 14. He started acting out so his mother took out a CHINS on him. His probation officer suggested that [REDACTED] go to Alpha Omega for a year to stabilize his life. He was greeted by Father Lane and made to feel very comfortable. He was put in a room with 4 sets of bunk beds. He began to look on Father as a sort of mentor who knew what was best for young boys. At first [REDACTED] was squeamish about skinny dipping in the pool and sitting around naked in the recreation lounge. He said that Father wanted them to feel good about their bodies. He made three plaques while there and gave them all to Father Lane.

[REDACTED] remained at Alpha Omega for 10 months. [REDACTED] aims that three weeks before he left Father invited him to his house in Littleton. He knew others had gone so he was thrilled to be asked. He went alone with Father. When he went to bed, Father joined him. He lay on top of him and asked him if he got "rushes." He continued having sex with him. Father finally got off him saying that he was sorry to have been "carried away." [REDACTED] says that he was horribly shaken.

This experience only tended to make him more angry and guilty. He has never gone to Church, but now wishes he could. He asked for prayers that he will be able to straighten out his life. He signed a waiver and hugged me spontaneously as he left. He took a list of therapist with him.

[REDACTED]
 [REDACTED]

2085

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WILSON D. ROGERS, JR.
PETER POMMERSHEIM
MICHAEL J. FAZIO, JR.
WILSON D. ROGERS, III
FRANCIS J. O'CONNOR
MARK C. ROGERS

CHARLES J. DUNN (1901-1983)
OF COUNSEL
JOHN F. DUNN

May 3, 2002

Kurt N. Schwartz, Esquire
Assistant Attorney General
Chief, Criminal Bureau
Office of the Attorney General
One Ashburton Place
Boston, MA 02108-1698

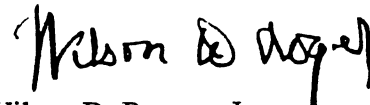
Dear Mr. Schwartz:

In accordance with the letter agreement, which this office signed on behalf of the Roman Catholic Archbishop of Boston, a Corporation Sole with your office dated March 1, 2002, enclosed please find correspondence which we have received on behalf of [REDACTED]

[REDACTED] each of whom have alleged allegations of sexual misconduct by a priest within the Archdiocese of Boston. The Tolling Agreements which are referenced within this correspondence provide no further information regarding the underlying claims, I have therefore not enclosed copies of any of the Tolling Agreements which are referenced.

Thank you for your attention to this matter.

Very truly yours,



Wilson D. Rogers, Jr.

WDR/ec

Enclosures

PERSON INTERVIEWED: [REDACTED]

PLACE OF INTERVIEW: Concord, NH (telephonically)

INTERVIEWED BY: Paul E. Brodeur, Inv.

RE: AG-CRI-00103 DIO OF MANCHESTER – FATHER LANE

DATE: 30 OCT 02

Spoke to the following: [REDACTED]

[REDACTED] 801

[REDACTED] advised that during the summer of 1978 he was a resident of Alpha Omega Half Way House in Littleton, MA and a Fr. Bernard LANE was the director. LANE would offer as a reward for good behavior a trip to his cottage in Barnstead, NH. [REDACTED] advised that he was 16 yoa when he went to the cottage. Typically there were 5 or 6 boys along for the trip. [REDACTED] only recalls the first name of two others when he was there a [REDACTED] and [REDACTED].

[REDACTED] explained that LANE would tell the boys in order to get back with their real fathers the needed to be open with LANE and he would show them how to be open. LANE told them that nudity was pure and acceptable. Being a Priest they all believed him and all present would disrobe in the living room. LANE proceeded to show them how to embrace. [REDACTED] advised that it felt strange but they believed the Priest.

[REDACTED] advised at night one of the boys would spend the night with LANE in his bedroom. [REDACTED] advised they were nude and the night that he was with LANE he felt LANE's hips up against him and then felt him ejaculate. [REDACTED] at this point felt something was wrong and upon return to Alpha Omega House he notified other personnel what had taken place. [REDACTED] advised that shortly thereafter LANE was moved out of Alpha Omega House and later assigned to parish work. [REDACTED] advised there was a newspaper report later reporting that LANE had violated other boys at subsequent assignments.

[REDACTED] advised that he has an Attorney in MA and they have filed civil suits against the Diocese in MA etc. His Attorney advised him to contact the NH Authorities in the event the statue of limitations had not expired because LANE was out of state. Advised [REDACTED] that a report would be put together and forwarded to the Task Force that was looking into matters in Belknap County. Also that he should expect follow-up calls from personnel from the team.



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FAX COVER SHEET

FROM: PAUL BRODEUR

TO: C.A. WOETHER

PHONE NUMBER: 527-5449

OF PAGES (including cover): 2

DATE: 31 OCT 02 TIME: 1010

SPECIAL REMARKS: Victim called recently on
advice of MR Atty. For your review
and action.