

ECKERT SEAMANS CHERIN & MELLOTT

September 23, 1994

Wilson D. Rogers Jr., Esquire
and
Father John R. Hanlon
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Mr. [redacted] informs us that alcohol was frequently involved in Fr. Hanlon's sexual molestation of him. Mr. [redacted] recalls that Fr. Hanlon would become drunk and then forcefully attack Mr. [redacted] both physically and sexually.

Functioning in his capacity as a priest during the 1980's, Fr. Hanlon had an unquestionable moral stature that gave virtue and credence to his words and actions. Fr. Hanlon mercilessly exploited this sacred trust to satisfy his own desires. In so doing, Fr. Hanlon destroyed Mr. [redacted] self-esteem as well as his faith in God and the Church.

Since the commencement of the abuse, Mr. [redacted] s life has been fraught with suffering that is causally related to Fr. Hanlon's abusive proclivities. He has suffered from depression, recurring nightmares, alcohol abuse, complete lack of trust, and relationship problems.

It has not only been until recently that Mr. [redacted] began to make the connection between the sexual abuse of Fr. Hanlon and the difficulties he has experienced in his life. Mr. [redacted] memories of the abuse began to resurface only after being contacted by Trooper Scott Berna of the Massachusetts State Police concerning the investigation that led to Father Hanlon's recent convictions.

Mr. [redacted] makes several demands upon the Archdiocese and Fr. Hanlon. First, Mr. [redacted] insists that Fr. Hanlon refrain from having any contact with children after his release from prison until he has sought the appropriate medical attention for his abuse proclivities. Second, Mr. [redacted] demands compensation for his injuries which are causally related to the abuse perpetrated by Fr. Hanlon. To this end, Mr. [redacted] has informed this firm that he is willing to resolve all of his legal claims for the sum of \$150,000. Cardinal Bernard Law was quoted in *The Boston Globe* the day of Fr. Hanlon's sentencing assaying that it was time to "bring to closure a tragic series of events which touched many lives . . . [T]he way ahead is one of reparation, healing and forgiveness' (emphasis added)," Mr. [redacted] would like to resolve this matter amicably. I have enclosed Tolling Agreements which I request that you execute as soon as possible.

I look forward to your prompt response to this letter.

Thank you for your cooperation.

Very truly yours,



Roderick MacLeish, Jr.
RMJR/saf
Enclosure

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of July, 1996 by and between the Roman Catholic Archbishop of Boston, a Corporation Sole (the "Archdiocese") and [REDACTED] (collectively the "Parties").

WHEREAS, certain allegations were made and claims were asserted by Mr. [REDACTED] regarding the conduct of Fr. John R. Hanlon ("Fr. Hanlon") while Fr. Hanlon was a priest at a parish within the Archdiocese of Boston; and

WHEREAS, Mr. [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 Fr. Hanlon; and

WHEREAS, Mr. [REDACTED] has informed the Archdiocese that unless this matter is resolved forthwith, he intends to file immediate suit; 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:

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1. This Agreement represents a desire of the Parties to settle all claims relating to or arising out of Mr. [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 of any liability to Mr. [REDACTED]
2. The Archdiocese agrees to pay a settlement in the amount of [REDACTED] to resolve all claims of Mr. [REDACTED] in this regard.
3. All payments made under this agreement will be in the form of checks payable to "Eckert Seamans Cherin & Mellott as Attorneys for [REDACTED]". The payment of [REDACTED] will be tendered contemporaneously with the execution and delivery of this Settlement Agreement.
4. Mr. [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, all priests incardinated to the Roman Catholic Archdiocese of Boston, including, but not limited to, Fr. Hanlon, the Aetna Casualty & Surety Company, its insured, agents, servants, employees and officers, and the Travelers Insurance Company, its insured, agents, servants, employees and officers, 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, 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 Mr. [REDACTED] association with the Archdiocese and Fr. Hanlon, including but not limited to, any claims Mr. [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. This Release by Mr. [REDACTED] shall also include a release of any and all claims which he may have pursuant to Massachusetts General Laws, Chapters 93A and 176D arising out of the aforementioned claims.

5. The Archdiocese and anyone claiming by, through or under them, hereby fully, unconditionally, and irrevocably release Mr. [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, which they now have, ever had, or may have in the future, regarding any claims relating to or arising from or connected with the aforementioned allegations and the resolution of those allegations.

6. Mr. ██████ represents and warrants that he has not disclosed the events giving rise to this claim, this settlement or any discussions relating thereto, aside from his claims against Fr. Hanlön as they have been set forth in the civil action brought by Mr. ██████ against Fr. Hanlon, 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 Mr. ██████ to maintain the confidentiality of the same, since July 10, 1996. Mr. ██████ 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, aside from any such disclosures he made of claims solely against Fr. Hanlon prior to July 10, 1996. Mr. ██████ 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 agrees not to disclose to any third party any information concerning Mr. ██████, except as hereinafter provided. Notwithstanding the foregoing, Mr. ██████

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 this claim or settlement or any discussions relating thereto. Prior to making any such disclosure to any of the above named persons, Mr. [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 this claim or settlement or any discussions relating thereto. 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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 Mr. [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

IN WITNESS WHEREOF, all parties have [REDACTED] their [REDACTED] and seals to this Agreement as of the date written above [REDACTED]

[REDACTED] Individually

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By:

Alfred A. Kelly

Witnessed by:

Maria A. Lepi

