



406 West 34th St., Suite 623, Kansas City, MO 64111
T 816-931-9901 F 816-931-0134
Kansas Office: 913-371-5500

June 8, 2011

VIA US MAIL
VIA CERTIFIED MAIL

Bishop Robert W. Finn
c/o Jonathan R. Haden
Lathrop & Gage, LLP
2345 Grand Blvd., Suite 2800
Kansas City, MO 64108-2001

RE: DEMAND FOR EQUITABLE ACCOUNTING ON
NON-MONETARY COMMITMENTS

Dear Bishop Finn:

On August 18, 2008, the Diocese of Kansas City – St. Joseph agreed to a global settlement of claims by 47 victims of childhood sexual abuse at the hands of priests. Bishop Robert Finn is the signatory to the settlement documents forming a binding agreement. As part of this agreement, the Diocese promised to carry out several reforms as non-monetary forms of compensation to the victims. The purpose behind demanding the Diocese agree to these important reforms was to protect children from future abuse. Our clients, James G. (Casey) Walsh III, Michael Hunter, and Robert Bates have requested that we make demand of you.

The recent public allegations concerning the actions of Fr. Ratigan have called into question whether the Diocese has lived up to its end of the bargain. Any violation of that settlement agreement represents a betrayal of the faith and trust of the men and women who chose to settle with the Diocese, as well as the important third-party beneficiaries to that agreement – the parents and children of Diocesan schools and parishes in which Fr. Ratigan was allowed to work. We demand an accounting of the Diocese's efforts to implement the non-monetary commitments including without limitation, reporting procedures, protecting whistleblowers, and most importantly, to relay evidence of abuse to the proper authorities.

The Father Ratigan and Tierney affairs appear to have occurred as a result of breaches of the non-monetary commitments made by the Diocese in the Release and Settlement Agreement between Robert Bates, Mike Hunter and James G. Walsh III, as well as the other claimants in the settlement process. Specifically, from the reports we have received, it appears that the Diocese may have breached the following terms of the agreement:

Rebecca M. Randles • rebecca@rmblawyers.com • Admitted to Practice: Missouri, Kansas, Massachusetts

Luis Mata • luis@rmblawyers.com • Admitted to Practice: Missouri, Kansas, Florida

Sarah A. Brown • sarah@rmblawyers.com • Admitted to Practice: Missouri, Kansas

Daniel G. Curry • dan@rmblawyers.com • Admitted to Practice: Missouri

Commitment 14: The Diocese will continue to follow mandatory state reporting requirements and Virtus guidelines in reporting the suspected sexual abuse of minors to law enforcement and child protection authorities. At the request of the victim or other party reporting childhood sexual abuse to the Diocese, the Diocese will report such abuse to law enforcement and child protection authorities regardless of the age of the victim at the time the report is made.

The news reports and the Bishop's published statements appear to indicate that the Diocese did not report to DFS or follow Virtus guidelines on internal reporting procedures regarding Father Ratigan after it learned that the Priest had naked pictures of small children on his computer. Regardless of whether the Bishop or Monsignor Murphy could classify the pictures as "pornography," certainly a "reasonable suspicion" that a child is being "subjected to conditions or circumstances which reasonably would result in abuse or neglect" should have been raised by the existence of even one picture. The defense that the child in the naked photograph could not be identified by the Diocesan officials who viewed it is likewise not a defense for failing to report to DFS or law enforcement. The reporting requirements under the Missouri statute do not require knowledge of the identity of the child. Reporting "immediately" as required by the Agreement and the law may have saved now identified children from being victimized.

Our clients demand to know if other priests, beside Father Ratigan, have been the subject of letters, tips, review board screenings, complaints, emails or any other communication of any kind whatsoever that would raise "reasonable suspicion" that a child may have been subjected to conditions or circumstances that would reasonably result in abuse or neglect.

It appears that the Father Tierney matter may also violate Commitment 14. The Diocese was contacted via letter regarding allegations of sexual abuse in 2010 by John Doe B.P. Our clients demand to know whether this allegation of abuse was submitted to law enforcement or otherwise reported outside of the office of the Bishop? Had the Diocese received any other reports regarding Father Tierney that were not reported to DFS or law enforcement?

Commitment 18: The Diocese has enacted policies concerning sexual abuse, misconduct and harassment including procedural steps that *will be followed* once reports are made and to whom reports are to be made. The Diocese agrees to provide copies of those policies to counsel for the claimants.

We did receive a copy of the policies that were enacted. However, it does not appear from reports that those policies were *followed* once reports to the Diocese were made in both the Ratigan and Tierney matters. We request the Diocese to provide information concerning the steps that were taken in both the Ratigan and Tierney matters that establish whether the procedural steps were followed. Additionally, we demand to know how each and every report of misconduct from August 18, 2008 to the present has been handled including all procedural steps taken. Finally, we demand to know what constitutes a "report." Are anonymous reports being investigated and reported to the authorities? Are individuals who report on behalf of others that cannot because of age or mental illness being taken? A reporting procedure that is co-opted by the chancery officials or is rendered illusory by defining terms so narrowly that no complaint

will fall within it violates the spirit of the agreement and constitutes fraud in the inducement of the contract.

Commitment 10. The Diocese will continue to offer and implement a Victim Advocacy Program consistent with Virtus guidelines, in order to maintain safe, strong communities for children and vulnerable adults.

Clearly, the Diocese did not maintain “a safe and strong community for its children” regarding the matters of Father Tierney and Ratigan as these two men with credible allegations against them were left in service for months and years after the first reports of inappropriate behavior surfaced. We demand information concerning the actual operation of the Victim Advocacy Program in the Kansas City – St. Joseph Diocese. In order to determine whether this commitment was violated, we need to know whether any individuals were served by the program and how. We are not seeking private information of individuals receiving care in the program, rather we need to know procedurally how this program has worked and how many individuals there are to whom it has provided services. We also need to know the accountability for the program – who is responsible for making decisions regarding services provided, how do individuals get to the victim’s advocate, and what kinds of services are being provided to victims.

Commitment 15. The Diocese will continue to require its priests, administrators, teachers, staff, coaches, volunteers and students to complete the Virtus “Protecting God’s Children” training, or similar training performed and / or developed by outside consultants, for the prevention of sexual abuse and harassment.

We know that volunteers are taking the training. However, from anecdotal reports, it seems that Priests and certain lay employees have not all been required to take this training. We demand information that establishes that each Priest, Deacon, Principal, Teacher and lay employee of the Diocese has taken the required Virtus training.

Commitment 16. On or before December 31, 2008, the Diocese will adopt a whistle-blower policy providing that the Diocese will take no retaliatory action against any person who reports in good faith the suspected sexual abuse of a minor by a priest, employee or other representative of the Diocese.

Again, from anecdotal information, we have concerns that individuals who reported suspected sexual abuse by Father Ratigan may have been threatened with retaliation for making those reports. We demand information establishing that no retaliatory actions have been taken or threatened against any individual who made any report of impropriety concerning Father Ratigan. Further, we demand information establishing that no retaliatory actions have been taken or threatened against any individual who has made any report of suspected abuse of a minor from August 18, 2008 to the present.

Commitment 3. The Diocese will not provide a reference or recommendation for purposes of prospective employment with respect to any priest, nun, deacon, lay employee or volunteer of the Diocese who has been credibly accused of sexual abuse. If the Diocese receives a request for such a reference or recommendation, the Diocese will respond that it will not provide such a reference or recommendation, except in the case where a lawsuit

alleging sexual abuse has been filed, in which case the Diocese will inform the prospective employer of that fact.

In the past, the Diocese provided assistance to Father Thomas Reardon to receive his degree and a position counseling youth for the Jackson County and other Court systems following allegations of sexual misconduct and treatment at John Hopkins. Given the admitted failure of the Bishop, Monsignor Murphy and the Diocese in its recent handling of the cases of Father Ratigan and Father Tierney, we have concern that other priests have received letters of recommendation, indults of excommunication or letters of good standing following reports of impropriety. Therefore, we demand information concerning each priest who has received a letter of good standing, recommendation or indulgence of excommunication from the Diocese from August 18, 2008 to the present. We also demand information on those same individuals as to whether any allegation, complaint, grievance, report, letter of concern or any other form of communication to any member of the Chancery or staff raising concerns of misconduct has been made by any individual. Finally, we demand information concerning whether any such reports were referred to the Review Board, the Bishop or to any member of the chancery for investigation and whether any investigation occurred. Unfortunately, this level of detail is imperative as recent events indicate that the Diocese has failed to investigate reports and therefore undermined the intent of this Commitment by impairing its ability to make credibility findings.

In addition to proof of fidelity to the above commitments, we demand information establishing that the name and contact information of the Diocesan Victim's Advocate is being published in all parish bulletins, that the Missouri Abuse Hotline phone number is prominently posted in every parish school, office and workplace, that the placard denouncing abuse and giving the telephone numbers of the Missouri Abuse Hotline and local law enforcement as set forth in Commitment 13 is found in every diocesan school, and that Laicization procedures have been initiated against Fathers Reardon, Monahan, Tulipana and Wise.

We request the Diocese to provide information establishing its fidelity to the non-monetary commitments made in August 2008 to each of the claimants. At the time of the contract, the Diocese knew that these non-monetary commitments were of supreme importance to each of these men and women. These commitments were so important to the victims, that they were negotiated first -- in early July -- before any monetary relief was offered. The Diocese was well aware that violation of these non-monetary commitments would cause consequential injury to each of the claimants. The Diocese was also aware that the purpose of the Agreement was to prevent future abuse of children. The class of future individuals has been identified clearly such that any children abused as a result of the violation of this agreement may constitute third party beneficiaries to this contract. Finally, we are concerned that the Diocese engaged in fraud in the inducement of this contract. We request information to allay our suspicions that the non-monetary accords were mere window dressing to the Bishop and Diocese. We hope that the Diocese entered these agreements with the intention of abiding by them, of protecting children from harm. Recent events have shaken our belief in the sincerity of the Diocese's commitment to carrying out these concessions.

If the Diocese fails to provide the requested information within ten days of the date of this letter, Plaintiffs will seek all available legal recourse including attorney's fees for enforcement of the contract. Michael, Robert, and Casey urge the Bishop, Monsignor Murphy and the Diocese to be

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transparent in this process. Promises have been broken and faith shattered. The only healing at this juncture can be complete openness. We look forward to your response.

Very truly yours,


Rebecca M. Randles

CC: Casey Walsh
Robert Bates
Mike Hunter