

**JBK**

---

**From:** Stewart, Columba  
**Sent:** Thursday, May 16, 2002 8:37 PM  
**To:** JBK  
**Subject:**

-----Original Message-----

**From:**  
**Sent:** Thursday, May 16, 2002 10:10 AM  
**To:** Stewart, Columba  
**Subject:** Re: concerns

Okay, the dissociation stuff. Like I said, I feel like I understand some things, from having sat with dissociative clients, that the reporters, attorneys, and maybe the abbots don't really understand. My frustration is wanting to explain and not knowing who would be interested in listening. Compounded with the fact that obviously there is a ton of information I am not privy to, for good reason, and so all I am doing is guessing based on what I can observe from the outside. But, confidentially of course, I am under the impression that Abbot Timothy and Fr. Rene think that the women complaining against Fr. Richard are "just making it up." The stories they printed in the paper -- the knife and costume stuff -- do sound pretty unlikely. After reading that, though, I realized that I have a client who kept imaging knives without knowing why, and we both assumed that there was some kind of knife involved in her abuse until we sort of put it together that a grown man attempting intercourse with a small child would feel like being stabbed with a knife, to the child. Still don't know if that's what led to the imagery (you never really know) but the disturbing images have stopped since we worked that out. So I guess what I am saying is, there is a middle ground -- neither making it up nor reporting verifiable facts, but talking in dream language. People sometimes go into altered states of reality while being abused, so anything that is remembered will be remembered in that altered state. My own experience is that clients who dissociate while being abused in later childhood or in adolescence usually learned to dissociate much earlier in life, back in early childhood when the distinction between dream reality and waking life is a lot more fuzzy. So even if those women were abused as they say at the cabin, it's likely that they learned to dissociate as a defense against earlier trauma (including the trauma created by invalidating and rigid parents, which seems to be the case here).

Dissociation, of course, happens for abusers as well -- I know the folks at St. Luke's are smart, and it would be difficult to live a conscious lie in monastic community for all these years -- but is there any chance that Fr. Richard is dissociative himself? It really is possible to have multiple personalities, with the dominant one functioning really well and fooling everyone. Or, of course, even more likely, those kids were abused, but by someone else. The brother? Or, things happened at the cabin that were technically not violations but felt sort of weird, because of both covert intentions and triggers of past traumas.

The facts aren't really the most important thing, at least in terms of healing for the victims, but it does seem that the reason this keeps coming around is that it's the one case where the facts are unclear and disputed. The women are sure they are talking about something that happened, and they won't back down because they are telling the truth. But that doesn't mean the truth is as simple as Jeff Anderson would have us believe. It would of course be suicidal for anyone from the abbey to start to imply that the women were likely abused, at least covertly, by their parents (even though that would be fairly obvious to any therapist reading the reports), and it may be a cold day in hell before the attorneys and reporters start to understand the difference between covert and overt abuse, dream/hypnotic reality vs.

verifiable facts, sexual abuse vs. verbal abuse vs. emotional abuse, etc. But it seems likely it will haunt you until there is a plausible explanation available.

Sorry to go on so long. Glad you're still breathing. Take care.  
Love,







SAINT JOHN'S ABBEY

BOX 2015

COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

May 16, 2002

Kenneth McDonald  
Special Agent  
Bureau of Criminal Apprchension  
3337 W. Saint Germain, Suite 109  
Saint Cloud, MN 56301

Dear Special Agent McDonald:

At the request of Abbot John Klassen, and on his behalf, I am enclosing copies of two pages from our automobile records. As you will see, it indicates that in 1974 the car assigned to Father Richard Eckroth was a 1970 Chev. Bel Air. The abbey sold the car on 4 November 1975.

Sincerely,



(Brother) Kelly Ryan, OSB  
Secretary

PHONE 320 363-2544 FAX 320 363-3082

OSB ECKROTH 00811

AUTOMOBILE SCHEDULE

As of Jan. 22, 1974 OFFICIAL COPY  
II

| FLEET #       | YEAR            | MAKE                          | IDENTIFICATION #         | LOCATION                  | DRIVER                              |
|---------------|-----------------|-------------------------------|--------------------------|---------------------------|-------------------------------------|
| 1             | 1973            | Buick                         | 4L69J3X159651            | ST. MARTIN<br>Minneapolis | Fr. Ferdinand                       |
| 2             | 1970            | Chev. Bel Air                 | 156690J200250            | ALBANY<br>Medina          | <del>FR RIVERA</del><br>Fr. Mathias |
| 3             | 1967            | Chev. Bel Air                 | 154697J146770            | Jacobs Prairie            | Fr. Matthew                         |
| 4             | 1973            | Chevy Van 3/4 ton             | CGQ253U182853            | Collegeville              | Electric Dept.                      |
| <del>5</del>  | <del>1964</del> | <del>Ford Panel Truck</del>   | <del>E14TH506756</del>   | Collegeville              | <del>Paint Truck</del>              |
| 6             | 1971            | Ford V-8 Wagon                | 1P70H158954              | Red Lake                  | Fr. Adrian                          |
| 7             | 1965            | Ford Truck                    | F70MU711503              | Collegeville              | Coal Truck                          |
| 8             | 1968            | Chevrolet Sedan               | 154398J114044            | Albany                    | Fr. Lawrence                        |
| 9             |                 |                               |                          |                           |                                     |
| 10            | 1971            | Chev. Bel Air                 | 156691J149298            | Stillwater                | Fr. Florian                         |
| 11            | 1967            | Chrysler                      | YM41-K73-179600          | Cambridge                 | Fr. Sebastian                       |
| 12            | 1969            | Volkswagen                    | 1191071949               | So. St. Paul              | Fr. Rupert                          |
| 13            | 1972            | Bel Air                       | 1L69H2J155027            | Freeport                  | Fr. Giles                           |
| * 14          | 1973            | Bel Air                       | 1K69H3S130311            | Collegeville              | Service (RESERVE)<br>(FR DAMIAN)    |
| 15            | 1964            | Chev. 1-ton<br>Flat-bed Truck | 4C363J138073             | Collegeville              | Dray Truck                          |
| 16            |                 | Road Patrol Grader            |                          | Collegeville              |                                     |
| <del>17</del> | <del>1968</del> | <del>Chevrolet</del>          | <del>154698J201084</del> | <del>N.Y.C.</del>         | <del>Fr. Casper</del>               |
| 18            | 1964            | Chev. Sedan                   | 41669J337705             | Grand Rapids              | Fr. Othmar                          |
| 19            | 1971            | Chevelle                      | 136371L182774            | Cold Spring               | Fr. Simon                           |
| 20            | 1967            | Ford Sedan                    | 7P53C136685              | HASTINGS<br>Cold Spring   | FR PETER<br>Fr. Angelo              |
| <del>21</del> | <del>1969</del> | <del>Chevrolet</del> KS 5035  | 156699J215699            | Collegeville              | SOLD 4/24/74 5-23<br>Fr. Jude       |
| <del>22</del> | 1970            | Bel Air (for sale)            | 156690J169905            | Collegeville              | Service SOLD 3/2<br># 360           |
| 23            | 1973            | Pickup Chev.                  | CGQ143J130489            | Collegeville              | Carpenters                          |
| 24            | 1938            | Ford Fire Truck               | 99T61905 Q444            | Collegeville              | Fire Dept.                          |
| 25            | 1952            | Ford Truck                    | M2SP13307                | Collegeville              | Snow Plow-Dump<br>Truck             |

\* Indicates \$100 deductible

# OFFICIAL COPY IV

AUTOMOBILE SCHEDULE

As of October 1, 1975

| FLEET #      | YEAR            | MAKE                     | IDENTIFICATION #         | LOCATION                                | DRIVER   |
|--------------|-----------------|--------------------------|--------------------------|---|--|
| 1            | 1973            | Buick                    | 4L69J3X159651            | St. Martin                              | Fr. Ferdinand                                    |
| <del>2</del> | <del>1970</del> | <del>Chev. Bel Air</del> | <del>156690J200250</del> |   | <del>For sale at KR</del> <sup>SELL 1/1/75</sup> |
| 3            | 1967            | Chev. Bel Air            | 154697J146770            | Jacobs Prairie                          | Fr. Matthew                                      |
| 4 T          | 1973            | Chevy Van 3/4 ton        | CGQ253U182853            | Collegeville                            | Electric Dept.                                   |
| 5            |                 |                          |                          |   |  |
| 6            | 1971            | Ford V-8 Wagon           | 1P70H158954              | Roseau                                  | Fr. Adrian                                       |
| 7 T          | 1965            | Ford Truck               | F70MU711503              | Collegeville                            | Coal Truck                                       |
| 8            | 1968            | Chevrolet Sedan          | 154398J114044            | Albany                                  | Fr. Lawrence                                     |
| 9 T          | 1975            | Chev. Pick-up            | CCT335J132309            | Collegeville                            | Garage - Dray                                    |
| 10           | 1971            | Chev. Bel Air            | 156691J149298            | Stillwater                              | Fr. Florian                                      |
| 11           | 1967            | Chrysler                 | YM41-K73-179600          | Cambridge                               | Fr. Sebastian                                    |
| 12           | 1969            | Volkswagen               | 1191071949               | So. St. Paul                            | Fr. Rupert                                       |
| 13           | 1972            | Bel Air                  | 1L69H2J155027            | St. Rosa                                | Fr. Giles  |
| 14           | 1973            | Bel Air                  | 1K69H3S130311            | St. Paul                                | St. Bernard's                                    |
| 15           |                 |                          |                          |   |  |
| 16           |                 | Road Patrol Grader       |                          | Collegeville                            |  |
| 17           |                 |                          |                          |   |  |
| 18           | 1964            | Chev. Sedan              | 41669J337705             | <del>COLLEGEVILLE</del><br>Grand Rapids | <del>RESERVE</del><br>Fr. Othmar                 |
| 19           | 1971            | Chevelle                 | 136371L182774            | <del>COLLEGEVILLE</del><br>Gold Spring  | Fr. Simon  |
| 20           | 1967            | Ford Sedan               | 7P53C136685              | <del>QUICKEN</del><br>Hastings          | Fr. Peter  |
| * 21         | 1974            | Chev. Bel Air            | 1K69H4J235467            | Collegeville                            | Service (X)                                      |
| * 22         | 1974            | Chev. Bel Air            | 1K69H4J207463            | Collegeville                            | Service (P)                                      |
| 23 T         | 1973            | Pick-up Chev.            | CCQ143J130489            | Collegeville                            | Carpenters                                       |
| 24           | 1938            | Ford Fire Truck          | 99T61905 (Q444)          | Collegeville                            | Fire Dept.                                       |
| 25           | 1952            | Ford Truck               | M2SP13307                | Collegeville                            | Snow Plow-Dump<br>Truck                          |

\* Indicates \$100 Deductible

Interview with Richard 5-19-02

Came to Prep School Sep 1940

grad 1944 *Victoria*

Summer school 1944

deferment

full year college 1944-1945

Wounded July 1945

First vows July 1946

Go to Rome Nov. ~~1946~~ 1946

Study philosophy Licentiate

completed in 1949

No visits home between 1946-1949

Summers visited Switzerland & Nordhaubly

Revised philosophy

Exet - Thomistic philosophy.

Medievalism was in Switzerland

French - Medievalism - French (Catholic)

Come home Summer 1949

Studied Theology 1949 - 1953

I taught philosophy (in 15th class)

graduated simply in 1952

Was arranged to be with classmates

did not go out to parties - simply

ordained a deacon 1951

who was the?  
part of there?

first assignment to Pine River → 1953

Never went to Detroit holes

knew if existed but didn't know where it was.

St. Augustine → August 1974  
then @ Seven Dolors →  
Sept 2, 1974, there barely a month —

No idea of where he was —

After Sept that summer

but west —

to Oregon

to Washington

} with visitors/friends  
/ay men/women

*from X. Elby* *U. Eckroth*

21 May 2002

Father Richard Eckroth  
Saint John's Abbey  
Collegeville, MN 56321  
USA

Dear Fr. Richard,

I was a boy of about ten when you were living in Albany in the mid-1970's. Because my family were devout Catholics you came to play an important role in my life. Now, at a time that must be extremely difficult for you, I want to thank you for what you did for me then.

I was attending the public school when you arrived in town. I felt guilty because I quit Holy Family School after the second grade. I was made to believe Holy Family School students were somehow special and attending the school was an important key to heaven. I remember the shock when my mother—of all people—suggested transferring to the public school and the embarrassment of telling classmates and teachers I would not be returning the next year.

Additionally, most of the priests seemed to prioritize the parochial school kids. You did not do this. You made me feel included and that I belonged again in my church.

I enjoyed serving at mass and other church services. I was always allowed to participate. You took extra time teaching correct and reverent procedures. When the parish got a new missal it was necessary for you to teach small boys how to hold such a large book steadily so that you could actually read from it. You said it was a beautiful book—not because of the red binding and the gilt edges but because of the prayers it contained. You made me eager to hear those prayers read. It was always an honor to hold that book for you.

You arranged special activities for servers. Once there was a picnic for servers at the Saint John's Watab campgrounds. There was food (including unlimited rainbow sherbet) and sports and plenty of time to run through the woods. This experience was one of the first that lead to me attending and graduating from Saint John's University. I doubt there have ever been as many active servers at Seven Dolores as when you were there.

One of my favorite boyhood memories is New Year's at Lake Swenson! We were a mixed group; parochial and public school kids, townies and farm boys, and a wide spread of ages. One boy had often been teased that he had "lice." It was a risk taking such a disunited group, but it was fun. There were many outdoor activities; a hike to the eagles' nest, ice fishing and tobogganing. We visited a neighbor and got to ride on his "Cadillac" junk-

OSB ECKROTH\_00484

wagon. There were household chores too; sweeping, tending the fire and dish washing. It was you that taught me that glasses should be washed before greasy plates.

I will never forget running barefoot to the sauna. It was the first time I realized I would not freeze to death or immediately contract pneumonia the instant I stepped with bare feet in snow. I had been in a sauna in a hotel in Minneapolis before but I had not really understood what they were for. The Lake Swenson sauna left me with a feeling of well being.

There was also indoor fun; card games and comic books. I even showed a couple of my favorite magic tricks from the magic kit I got for Christmas that year.

The dearest cabin memory for me has to be sitting around the breakfast table in pajamas saying mass. It was hard for me to imagine "having" to go to mass everyday like a priest, but there was a fellowship at that table that I never felt sitting in a pew dressed in my Sunday best under my parents' eyes in front of the whole parish. I am sure I am not the only boy you inspired to consider the priesthood.

When my two other brothers were later invited to the cabin I said, "Go!" They went and seemed to have enjoyed themselves as much as I had. We spoke of it often.

You were also very active and handy. I remember you inviting me to inspect the sorely needed renovations you made on the church restrooms. You once took me on a tour of the church belfry when you were planning repairs. No one else would have bothered to include kids.

When you needed some extra hands to harvest chokecherries I was eager to help.

The worse thing about your stay in Albany was that you had to leave. It was no shock. I knew priests were part of a bigger organization and were routinely rotated to other places.

You sent letters to my family. The long, neatly folded pages with small script in their air-mail envelopes were a bit daunting for me to read, but having a collection of them in a drawer gave me comfort in knowing you were not really gone.

My wife has reminded me that some of these stories are among the first I ever told her when we met in 1986. You were one of the rare adults that treated me with the type of respect most grown-ups reserve for each other. Your attitude created enthusiasm for the Church and you taught reverence by your example. I will always be grateful for the times we had together.

If I can be of assistance to you in any way, please let me know. I hope these thoughts can bring you some comfort at such a time. Feel free to share this letter with anyone you wish.

*Sincerely,*

*Richard Eckroth*  
*May 28, 2002*  
*1000*  
*STROMSGU*  
*DRAMMEN*  
*21.05.02*  
*21.05.02*  
*DRAMMEN*

**A** PRIORITAIRE  
PAR AVION  
BI 70 341 12



*F. Richard Eckroth*  
*Saint John's Abbey*  
*Caltonville MN 56321*



**Father Richard Eckroth OSB**

Father Eckroth, 75, was born in Mandan, N.D. He studied philosophy in Rome and taught it at St. John's University after being ordained a priest June 7, 1952. He served in various administrative and pastoral positions in Minnesota. He worked for 16 years in the Bahamas, 1977-93. He supervised construction of the new Holy Name Church on the Island of Bimini before returning to retirement at St. John's Abbey.

May 23, 2002

a few times

had press

St. John Prep + CSB

husband /

want to spend

don't want

mental illness issues -

what happened

why /

every newspaper

→ recall some of the same things

forgot

not  
seeing under young  
children  
group work

What do you want?

I don't know

Don't go up there again

Good friend of.

Conversations with

He has not filed

Not that familiar with this area  
who might

- Archbishop might be of a for level
  - some good work -
  - again
- Chair of this committee

T

3393

7000/month }  
725/month }

Tumultuous

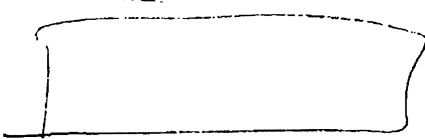
Strange report

Call Friends

On one occasion went to cabin  
called a friend

Get the group together if those they remember talk about it.  
They will give me a call & come to see me or I'll go to them  
if necessary.

A priest  
Catholic Directory



wrote this p.m.

Guardian Angels Society  
Hartman 1962

Before 5:00

Responded to this

- June 3, 1951 Casper
- June 24, 1951 Dominic
- July 1, 1951 Timothy
- July 8, 1951 Gerard
- July 15, 1951 Timothy
- July 22, 1951 Benedict
- August 12, 1951 Emmanuel
- Aug 19, 1951 Boniface
- Aug 26, 1951 ODO - Fulton
- Sept 2, 1951 Odo

Need to find out if a  
Benedictine monk was  
working at Guardian  
Angels in 1962

for a temporary  
replacement

1949

|              |         |
|--------------|---------|
| June 5, 1949 | Maeton  |
| 19           | Adelard |
| July 3       | Ernest  |
| 10           | Cosmos  |
| 17           | Cosmos  |
| 24           | Arno    |
| Aug 7        | Urban   |
| 14           | Urban   |
| 21           | Ronald  |
| 28           | John    |
| Sept 4       | Raylo   |
| 11           |         |

1950

|         |                  |
|---------|------------------|
| June 11 | Arthur           |
| 18      | Gregory          |
| July 9  | Sebastian        |
| 16      | Aldrich          |
| 23      | Aldrich & Cosmos |
| 30      | Aldrich          |
| 6       | Edmund           |
| 13      | Aldrich          |
| 20      | Stanley          |
| 27      | Stanley          |
| Sept 3  | Arthur           |

1952

|              |        |
|--------------|--------|
| June 1, 1952 | Horan  |
| 8            | "      |
| 15           | Arthur |
| 22           | Arthur |
| 29           | Arthur |
| July 6       | Arthur |
| 13           | Arthur |
| 20           | "      |
| 27           | "      |
| Aug 3        | Cloud  |
| 10           | "      |
| 17           | "      |
| 24           | "      |
| 31           | "      |

1953 (Richard El Paso, Ill - First loss)

|        |           |                                     |
|--------|-----------|-------------------------------------|
| June 7 | Black     |                                     |
| 14     | "         |                                     |
| 21     | Stanley   | <u>Richard Superior, Assumption</u> |
| 28     | Emerald   |                                     |
| July 5 | Stanley   |                                     |
| 12     | Sebastian |                                     |
| 19     | Stanley   |                                     |
| 26     | Stanley   |                                     |
| Aug 2  | Markin    | Richard Freeport                    |
| 9      | Stanley   | Richard Ozark                       |
| 16     | Emerald   | " "                                 |
| 23     | Stanley   | " "                                 |
| 30     | Emerald   |                                     |

1954

|       |    |                |                           |
|-------|----|----------------|---------------------------|
| June  | 13 | Forain         |                           |
|       | 20 | "              |                           |
| July  | 4  | Roland         | Richard Osaker            |
|       | 11 |                | Richard Melrose           |
|       | 18 | Roland         | Richard Mpls, St. Charles |
|       | 25 | Stanley        | Richard Osaker            |
| Aug 1 |    | Roland         | R " "                     |
|       | 8  | Michael/Roland | R - Meier Grove           |
|       | 15 | Cosmos         |                           |
|       | 22 | Florian        | Richard Osaker            |

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SAINT JOHN'S ABBEY

BOX 2015

COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

May 26, 2002

Dear Rene and Benedict:

I met with Mr. [redacted] on Friday, May 24, 2002 for 1.25 hour. During the course of that time, he shared these two documents with me, the first a summary of his personal compensation statement for 2001, the second a preliminary statement of his vision for a settlement. As you can see, it comes to eight million dollars.

Abbot John

PHONE 320 363-2544 FAX 320 363-3082

**OSB ECKROTH\_00494**



ORDER OF ST. BENEDICT  
PERSONAL COMPENSATION STATEMENT

We are pleased to provide you with this personal compensation statement.

It has been developed for your personal use and will be provided to you on an annual basis.

The period covered by this report is Calendar Year 2001, January 1, 2001 through December 31, 2001.

If you have any questions or comments, please call Jan Jahnke in the Human Resources Office at extension 2874.

The Order of St. Benedict contributed the following to provide you with these benefits:

|  |  |          |                            |
|--|--|----------|----------------------------|
| FICA (Social Security)                           |  | 3502.48  |                            |
| (Medicare)                                       |  | 819.13   |                            |
| Medical Insurance                                |  | 3661.34  | } 4243 yearly life.        |
| Dental Insurance                                 |  | 463.22   |                            |
| Life Insurance                                   |  | 118.80   |                            |
| Long Term Disability Insurance                   |  | 174.65   |                            |
| Workers Compensation + Unemployment Compensation |  | 174.75   |                            |
| TIAA/CREF Retirement                             |  | 5192.00  |                            |
| Dependent Tuition Remission                      |  | .00      | OR appropriate Hand/dental |
| Employee Tuition Remission                       |  | .00      |                            |
| Prep School Tuition Assistance                   |  | .00      |                            |
|  |  | -----    |                            |
| Total  |  | 14106.37 |                            |

The 'Salary paid' below includes the benefits for the following:

|                           |       |          |  |
|---------------------------|-------|----------|--|
| Holiday                   | 72.00 | 1889.68  |  |
| Vacation                  | 73.00 | 1950.21  |  |
| Sick                      | 68.00 | 1778.64  |  |
| Bank Leave                | .00   | .00      |  |
| Workers Comp              |       | .00      |  |
| Parental Leave            | .00   | .00      |  |
|                           |       | -----    |  |
| Value of non-worked hours |       | 5618.53  |  |
| Salary paid               |       | 58084.93 |  |
| Benefit Contributions     |       | 14106.37 |  |
|                           |       | -----    |  |
| Total Compensation        |       | 72191.30 |  |

Date: 01/16/2002

X7 1/270  
\$ 504.7M

Sales This FY = 1, 143, 286<sup>40</sup>

day 234 = 4783 AVER day. AVER. ORELEV. \$ 343







that's when it went legal

Wanted sign up to see  
Cormier & talk to him but  
because of the front legal process,  
AT said no.

Original location - search  
for church -

Assume to get back to him

Problems -

Gas down to check  
the way they are doing  
him, "What's this I hear about  
you guys being a church" through  
AT had promised him something.

signed by Cormier.

Can't find way to see,  
suffered from April 1999 to  
responsibility - coverage -

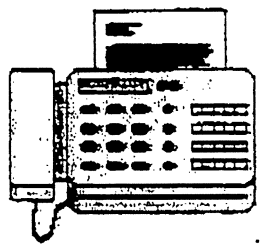
Dear Father Abbot Glass

I am writing this note in behalf of my husband who has been waiting by the telephone & watching the mail for a response from St. Johns since your visit with us some 3 mo's ago. I realize you are terribly busy and have a lot to deal with but you made it sound to us that we would hear from you very very soon after your visit and it seems again we had some air promises. I guess all we want or need is some kind of acknowledgement that we are not forgotten by the way side again. Again he is depressed and saying we are a victim again. Could we hear from you soon either way & let us know where we stand. Thank you

PACKAGES | PLUS

**FAX**

TO: COMPANY  
**ST. JOHN'S ABBEY**  
ATTENTION:  
**ABBOT JOHN KLASSEN**  
FAX NUMBER  
**320.363.3082**



FROM: - elisa

PAGES: **5** includes cover  
ie. Haile Selassie

Lined area for additional notes or address details.

PHONE 208 263-7220

PACKAGES PLUS  
206 NO 4TH AVE  
SANDPOINT, ID 83864

FAX 208.263-7353

## EMPEROR HAILE SELASSIE OF ETHIOPIA APPEALS TO THE LEAGUE OF NATIONS TO STOP AGGRESSION

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*"God and history will remember your judgment."*

ON JUNE 30, 1936, only six years after becoming "Haile Selassie I, King of Kings of Ethiopia, Lion of Judah, Elect of God," a slight black man in a black cape appeared before the League of Nations in Geneva, the first head of state to appeal for the rescue of his nation from the wave of aggression about to engulf the world. A generation later, he returned to the successor organization, the United Nations, to recall, "I spoke then both to and for the conscience of the world. My words went unheeded, but history testifies to the accuracy of the warning that I gave in 1936."

□ □ □

**I**, Haile Selassie I, emperor of Ethiopia, am here today to claim that justice which is due to my people, and the assistance promised to them eight months ago, when fifty nations asserted that an aggression had been committed in violation of international treaties.

There is no precedent for a head of state himself speaking in this assembly. But there is also no precedent for a people being victim of such injustice and being at present threatened by abandonment to its aggressors. Also, there has never before been an example of any government proceeding to the systematic extermination of a nation by barbarous means, in violation of the most solemn promises made to all the nations of the earth that there should be no resort to a war of conquest, and that there should not be used against innocent human beings the terrible poison of harmful gases. It is to defend a people struggling for its age-old independence that the head of the Ethiopian Empire has come to Geneva to fulfill this supreme duty, after having himself fought at the head of his armies.

I pray Almighty God that he may spare nations the terrible sufferings



that have just been inflicted on my people, and of which the chiefs who accompany me here have been the horrified witnesses.

It is my duty to inform the governments assembled in Geneva, responsible as they are for the lives of millions of men, women, and children, of the deadly peril which threatens them, by describing to them the fate which has been suffered by Ethiopia.

It is not only upon warriors that the Italian government has made war. It has above all attacked populations far removed from hostilities, in order to terrorize and exterminate them.

At the beginning, towards the end of 1935, Italian aircraft hurled upon my armies bombs of tear gas. Their effects were but slight. The soldiers learned to scatter, waiting until the wind had rapidly dispersed the poisonous gases.

The Italian aircraft then resorted to mustard gas. Barrels of liquid were hurled upon armed groups. But this means also was not effective; the liquid only affected a few soldiers, and barrels upon the ground were themselves a warning to troops and to the population of the danger.

It was at the time when the operations for the encircling of Makale were taking place that the Italian command, fearing a rout, followed the procedure which it is now my duty to denounce to the world. Special sprayers were installed on board aircraft so that they could vaporize, over vast areas of territory, a fine, death-dealing rain. Groups of nine, fifteen, eighteen aircraft followed one another so that the fog issuing from them formed a continuous sheet. It was thus that, as from the end of January 1936, soldiers, women, children, cattle, rivers, lakes, and pastures were drenched continually with this deadly rain. In order to kill off systematically all living creatures, in order the more surely to poison waters and pastures, the Italian command made its aircraft pass over and over again. That was its chief method of warfare.

The very refinement of barbarism consisted in carrying ravage and terror into the most densely populated parts of the territory—the points farthest removed from the scene of hostilities. The object was to scatter fear and death over a great part of the Ethiopian territory.

These fearful tactics succeeded. Men and animals succumbed. The deadly rain that fell from the aircraft made all those whom it touched fly shrieking with pain. All those who drank the poisoned water or ate the infected food also succumbed in dreadful suffering. In tens of thousands the victims of the Italian mustard gas fell. It is in order to denounce to the civilized world the tortures inflicted upon the Ethiopian people that I resolved to come to Geneva. . . .

In October 1935, the fifty-two nations who are listening to me today

gave me an assurance that the aggressor would not triumph, that the resources of the Covenant would be employed in order to ensure the reign of right and the failure of violence.

I ask the fifty-two nations not to forget today the policy upon which they embarked eight months ago, and in faith of which I directed the resistance of my people against the aggressor whom they had denounced to the world. Despite the inferiority of my weapons, the complete lack of aircraft, artillery, munitions, hospital services, my confidence in the League was absolute. I thought it to be impossible that fifty-two nations, including the most powerful in the world, should be successfully opposed by a single aggressor. Counting on the faith due to treaties, I had made no preparation for war, and that is the case with certain small countries in Europe. . . .

War then took place in the atrocious conditions which I have laid before the assembly. In that unequal struggle between a government commanding more than forty-two million inhabitants, having at its disposal financial, industrial, and technical means which enabled it to create unlimited quantities of the most death-dealing weapons, and, on the other hand, a small people of twelve million inhabitants, without arms, without resources, having on its side only the justice of its own cause and the promise of the League of Nations. What real assistance was given to Ethiopia by the fifty-two nations who had declared the Rome government guilty of a breach of the Covenant and had undertaken to prevent the triumph of the aggressor? Has each of the member states, as it was its duty to do in virtue of its signature appended to Article 16 of the Covenant, considered the aggressor as having committed an act of war personally directed against itself? I had placed all my hopes in the execution of these undertakings. My confidence had been confirmed by the repeated declaration made in the council to the effect that aggression must not be rewarded and that force would be compelled to bow before right.

In December 1935, the council made it quite clear that its feelings were in harmony with those of hundreds of millions of people who, in all parts of the world, had protested against the proposal to dismember Ethiopia. It was constantly repeated that there was not merely a conflict between the Italian government and Ethiopia but also a conflict between the Italian government and the League of Nations, and that is why I personally refused all proposals to my personal advantage made to me by the Italian government if only I would betray my people and the Covenant of the League of Nations. I was defending the cause of all small peoples who are threatened with aggression.

What have become of the promises made to me? As long ago as October 1935, I noted with grief, but without surprise, that three powers consid-

ered their undertakings under the Covenant as absolutely of no value. Their connections with Italy impelled Italian aggression. On the contrary, it was a profound disappointment to me to learn the attitude of a certain government which, whilst ever protesting its scrupulous attachment to the Covenant, has tirelessly used all its efforts to prevent its observance. As soon as any measure which was likely to be effective was proposed, various pretexts were devised in order to postpone even consideration of that measure. Did the secret agreements of January 1935 provide for this tireless obstruction? The Ethiopian government never expected other governments to shed their soldiers' blood to defend the Covenant when their own immediate personal interests were not at stake. Ethiopian warriors asked only for means to defend themselves. On many occasions I have asked for financial assistance for the purchase of arms. That assistance has been constantly refused me. What, then, in practice, is the meaning of Article 16 and of collective security?

Apart from the Kingdom of the Lord there is not on this earth any nation that is superior to any other. Should it happen that a strong government finds it may, with impunity, destroy a weak people, then the hour strikes for that weak people to appeal to the League of Nations to give its judgment in all freedom. God and history will remember your judgment. . . .

Representatives of the world, I have come to discharge in your midst the most painful of the duties of the head of a state. What reply shall I have to take back to my people? ■

JBK

---

**From:** Skudlarek, William  
**Sent:** Wednesday, July 17, 2002 3:59 PM  
**To:**  
**Subject:** RE:

I remember that there was something recently in the St. Cloud Times to that effect -- namely, that the abbot acknowledged that Richard engaged in sexually abusive behavior at the Swenson Lake cabin. However, nothing has changed. The abbot believes that Richard engaged in inappropriate behavior at the cabin, but because of the very conflicting and even contradictory reports he has received, it is still not at all clear that there was any abuse.

I think the reason people believe that the abbot thinks Richard sexually abused children at the cabin is because of a remark he made to a reporter from the Star Tribune some months ago in answer to a question about Richard and Cosmas. The abbot said that even though both denied the allegations of abuse, he felt that there was reason to believe that Cosmas had engaged in abusive behavior. However, the remark was reported in such a way that some readers interpreted his remarks in reference to both Cosmas and Richard.

William

-----Original Message-----

**From:** [mailto: ]  
**Sent:** Wednesday, July 17, 2002 10:30 AM  
**To:** Skudlarek, William  
**Subject:** RE:

William,

It's been awhile since my last contact with you, so I wanted to touch base and inquire about any new developments in Fr. Richard's case. I was told recently that the Abbot made statements acknowledging sexual misconduct at the Swenson Lake cabin. That was second hand, so I don't have a good feel for whether this happened and, if it did, what the actual wording and/or context of the statement was. Can you shed some light on this for me?

Thanks,

-----Original Message-----

**From:** Skudlarek, William [mailto:WSkudlarek@CSBSJU.EDU]  
**Sent:** Tuesday, June 25, 2002 10:14 AM  
**To:**  
**Subject:**

Dear

I have talked to Abbot John about your request to interview Father Richard, and he recommends that Father Richard not give interviews to the press -- even to someone he trusts and admires as he does you, and even with the presence of legal counsel.

William

2002-07-17  
11:55 AM

called. She' d like you  
to call her back at

KR

**From:**  
**To:**  
**Date:** 8/19/02 12:47PM  
**Subject:** RE: Payment from the Abby for Counseling

Hello Maxine,

Just a quick note to let you know I will be sending an invoice to you, for reimbursement from the Abbey for the counseling sessions I have taken part in in the past months.

It makes me very nervous to even send this your way, because I don't want the Abbey to know who I am counseling with. I have had a difficult time with the whole idea of dredging up memories, how it has affected me, and the loss I've had in my life concerning it all. This is causing distress between my husband and I and I'm really not willing to destroy my marriage over the actions of this priest. I have had enough grief in my life.

Quite frankly, whenever I have an appointment, I spend 5 days recovering from the garbage that I'm so tired of discussing. I am tired of the clergy abuse ruining my life. My family has suffered enough damage from at the hands of the priest and the cover up that has been in the works all these years.

I AM NOT CRAZY. I know what happened to me, it was sexual abuse at the hands of a pedophile priest. I remember feeling terrorized, and threatened. I am having a difficult time trying to keep up with my demanding non-profit job, because it requires that I keep a happy face all the time-- I'm not going to risk becoming emotionally incapacitated, like my sister, because of Eckroth's sick, criminal behaviors. Eckroth is a criminal--a sick individual who preys on children. He should be stripped of his collar, and sent to prison.

I am disgusted by the continued support of these pedophile priests, and the "superiors" who continue to cover the pedophile's asses.

The lawyers told me 8 years ago, after I gave my deposition on behalf of two boys who were molested--that because there wasn't penetration, it is not considered sexual abuse--well, I don't buy their line of "statute of limitations" anymore, etc... It is all a way of discouraging survivors from seeking justice. Eckroth is a criminal who has been protected by the Abbey, the Catholic Church, and is continuing to be protected by the "Superiors". I am disgusted. I will not go to the Catholic church--until Eckroth is no longer a priest. That in itself is another loss in my life--spiritual damage--how does one fix that?? The Catholic Church could start by listening to the innocents who have been damaged--and follow through with what they feel is important to their own healing. Please share my reactions with Abbot Klassen. Perhaps I can enlighten him further as to how this has damaged my life.

This isn't the Church I want to be a part of--especially because they are continuing to protect the perpetrators. What about the people--the innocents who have been damaged beyond repair? Has the council of Superiors ever asked any of the survivors how they are coping with life?

**OSB ECKROTH\_00508**

Our family will not let this go--we will continue to stand up for justice.

Thank you for handling this --please do not give the Abbott the name of my counselor.

Sincerely,

Aug. 20, 2002

Abbat John Klassen  
St. John's Abbey  
Collegeville, Mn. 56301

Dear Abbat John,

Enclosed is an email and a bill for  
counseling that I received from

As you can see by the email  
she is in alot of distress, mistrust,  
anger, sadness, as well as fear.  
In fact so fearful that she is  
afraid to share (with the abbey)  
the name of her therapist. I do  
want you to know that I know  
the therapist's name and I also know  
that she has chosen an excellent  
therapist, so I have lots of hope  
for her.

She has a very high medical  
deductible (\$500.00 I think) and that  
is why there is no insurance



payments yet.

I guess there are a couple of ways to do this.

You can write <sup>the</sup> check out directly to

and mail to me and I (but will make a copy x attach to the bill) will send it to her. Or you can make the check to me and I can write one

to the Clinic. (and keep a copy for you). That is probably not the best way.

Please know that I do have on file the name of the therapist, the address, ~~credentials~~ credentials etc. I hope we can work this out okay.

I think of you often and pray always.

M. Barnett  
712 Washington Mem Rd.  
St. Cloud, Mn. 56301



**JBK**

---

**From:** Maxine Barnett  
**Sent:** Tuesday, September 10, 2002 7:40 AM  
**To:** JBK  
**Subject:** victims

Hello, I hope that you are well. Looks like we will be having a good Indian Summer so that's nice. I wanted to let you know that [redacted] is back in the hospital (St. Cloud, 2 West). I guess he is really doing poorly both physically and obviously emotionally. I was thinking that maybe it would be a good idea for you to go and see him. ....a gesture of care and kindness to the family. ....which you have given on so many occasions already. Probably you'd want to check this out with [redacted]. On another note, do you know when a check for [redacted] counseling will be sent./ I am reassuring her that it will be coming and have also reaaured the clinic.....but she gets so nervous. [redacted] is sounding better and better...motivated more alive. [redacted] remains about the same..... That's about it. Oh, my brother [redacted] sends greetings and prayers during this difficult time for you. Thanks for all you do and especially for who you are , Sincerely, Maxine

**OSB ECKROTH\_00514**





SAINT JOHN'S ABBEY

BOX 2015

COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

November 5, 2002

Father Richard Eckroth, OSB  
Saint John's Abbey

Dear Father Richard:

The past months of intensive media reporting have had a brutal impact on this entire community. However, as someone who has had an allegation of sexual abuse in the past, you, along with other monks, have been singled out by the media for especially negative treatment.

Now that we have gone through the Star-Tribune article and the settlements, I think that we can and we must attend to the emotional and spiritual needs of the entire community, as a group and as individuals. And this needs to be done in a systematic manner. So I am asking Prior Ray Pedrizetti to act as a vicar for all those monks who have had allegations made against them. I write this letter so that you know that when Prior Ray asks to see you and discuss your situation, he is doing so at my request.

I am very grateful to you for your steadfastness and patience during this difficult and heart-rending time. I can only imagine the range of emotions that you have felt during this time. Be assured that we as a community and I as abbot want to attend to healing and reconciliation.

Sincerely in Christ,



Abbot John Klassen, OSB

cc: Prior Raymond Pedrizetti, OSB

PHONE 320 363-2544 FAX 320 363-3082

**OSB ECKROTH\_00518**







Jim hard —

11/05/02

Marie Stegobury

Turned Friday →

ST-800 257-5673

M A R K N.  
**STAGEBERG**  
ATTORNEY AT LAW

5101 Thimsen Avenue  
Suite 201  
Minnetonka, Minnesota 55345

CERTIFIED CIVIL TRIAL SPECIALIST

Phone: 952-470-5242  
Facsimile: 952-470-5240  
Watts: 800-340-5242

November 13, 2002

Robert T. Stich, Esq.  
The Crossings, Suite 120  
250 Second Avenue South  
Minneapolis, MN 55401-2190

Abbot John Klassen                      PERSONAL AND CONFIDENTIAL  
St. John's Abbey  
Collegeville, MN 56321-2015

RE: Our Clients:

Dear Mr. Stich and Abbot Klassen:

This follows our telephone conversation wherein you requested a letter of representation from us as well as settlement demands on behalf of our clients. We are representing the above four individuals. We anticipate soon also representing                      through his legally appointed guardian.

We are obviously aware of the settlements recently reached by you and Abbott Klassen with Jeff Anderson and his several clients. Other than what was reported in the paper, the specifics of those individual cases such as the extent of physical abuse involved, the resulting effect on the lives on the victims, and the amount and terms of the settlements are unknown to us.

With nothing for comparison purposes, we can only represent to you what we believe are the very significant damages sustained by all of our clients as a direct result of sexual abuse by Father Richard Eckroth. Because of the active involvement of                      on the sexual abuse issues for many years, Abbot Klassen (and several of his predecessors) have been well aware of how Father Eckroth's abuse has devastated the                      family. Similarly, Abbot Klassen has met with                      and has voluntarily agreed to help her with counseling expense, thus obviously recognizing the significance of                      ongoing struggles with abuse issues. A brief summary of our client's claims and settlement demands are as follows:

e-mail: stageberglaw@cs.com • http:www.stageberglaw

**OSB ECKROTH\_00522**

November 13, 2002  
Page Two

The abuse experienced by [redacted] has previously been openly documented as contained in the attached affidavit of [redacted] dated February 1, 1995. Our lengthy interviews with [redacted] have developed many supporting circumstantial facts about the abuse by Eckroth at the cabin which make [redacted] factual version extremely believable. [redacted] would testify that in the middle of the abuse described in the affidavit, Eckroth said you are "a worthless bitch" and a "worthless whore". Eckroth put a silver knife to her throat and said, "Don't tell anyone or I will kill you." The Affidavit does not identify a third episode of abuse by Eckroth when [redacted] and other children buried Eckroth in the sand on the beach. Eckroth commanded that [redacted] touch his penis under the sand. A fourth episode occurred while [redacted] was swimming with Eckroth and he had her again touch his penis and then he penetrated her with his finger. Eckroth was again calling [redacted] a "bitch" and a "whore". Since the abuse occurred, and throughout [redacted]'s lifetime up to the present date, she has struggled with [redacted] disorder directly tied to the sexual abuse from Eckroth. We have now received one expert witness report from current counselor, David A. Teed, a copy of which is attached hereto. With Mr. Teed's assistance, [redacted] was fully approved in 2001 for Social Security Disability benefits [redacted] upon the diagnosis of [redacted].

[redacted] you will see Mr. Teed's strong opinion tying the problems to the sexual abuse. We have also received a verbal opinion from [redacted] past counselor that will parallel Mr. Teed's opinion on causation.

[redacted] describes a childhood incident occurring in the sauna at the cabin where she was made to undress by Father Eckroth, was told to lie on one of the sauna benches as he massaged her body, including some of her private parts. Eckroth was wearing a Speedo bathing suit at the time. A second episode occurred with other children in the cabin as Eckroth played a game of spin the bottle. Wine was served to the children. [redacted] was a winner and was forced to put on a set of tights. Eckroth was in tights with his "bulge" showing. Because of the emotional trauma at the time [redacted] does not know if she was penetrated or not in these episodes. [redacted] lifetime disruption unfortunately involves her older brother [redacted], who was sexually abused by Father Eckroth at the cabin. As you may know, [redacted] since childhood has had major psychiatric problems and

OSB ECKROTH\_00523

November 13, 2002  
Page Three

currently is institutionalized. His sexual acting out, at times with , can again be traced to the inappropriate sexual activity of Father Eckroth. has suffered through her lifetime about the intrafamily turmoil the sexual abuse has caused. Although has been married with a family, she has constantly struggled with the sexual abuse issues in her own family setting. We have asked for but not received records and a report from current counselor.

You both know a lot about past issues involving Catholic priests. In 1994, he gave a lengthy deposition subjecting himself to questioning by several attorneys. Since 1978, life has been a nightmare directly tied to Eckroth's sexual abuse of his family. Following the initial psychiatric hospitalization of in the St. Cloud Hospital in 1978, and his wife. were aggressively confronted and

This shocking and unwarranted accusation may well have been a major contributing factor to the decomposition of into a lifetime of psychiatric instability. It was only after acknowledged Eckroth's abuse of him at the cabin that the accusations against and abated. Since 1978, has struggled with the sexual abuse causes of the serious ongoing problems for and his wife. He has had to refinance his home on four different occasions and estimates he has spent \$78,000 out-of-pocket in dealing with his son's issues. It was apparently in 1993 that first became aware of Eckroth's abuse of his two daughters. From that point on, has waged an often lonely effort to bring the Catholic priest perpetrators to justice, and obtain help and compensation for the victims. The many years of internal turmoil in the family can be directly traced to Eckroth and frustrating efforts to obtain justice for his family.

As with describes a multitude of circumstances involving Eckroth at the cabin which support a totally believable factual version of the abuse inflicted upon her. At the cabin, Eckroth crawled in bed with removed her underpants, and penetrated her. This was followed with Eckroth warning to tell her parents that she had a good time at the cabin. recalls having to sit next to Eckroth on the ride home with Eckroth keeping his hand between her legs the whole way. She was terrified and could not say anything. Upon arriving home she ran past her parents into her bedroom. first demonstrable

OSB ECKROTH\_00524

November 13, 2002  
Page Four

consequences of the abuse occurred at age 17 when she was hospitalized for depression and a suicide attempt. early adult years are devoid of documented history of sexual thoughts until 1993 when she started decompensating. This appears to be a classic case of repressed memory being triggered by events starting in 1993. For instance, an admission note from St. Paul Ramsey Medical Center dated October 5, 1993 lists as the primary history the following: "The patient reports that over the past 2 days she has begun to have increasing memories of an episode of childhood sexual abuse, perpetrated by the family priest when she was 11 years of age." Similarly, in an admission note to St. Paul Ramsey on June 14, 1995, the following primary history is provided:

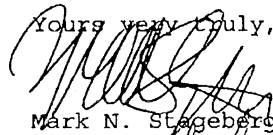
has had history of fluctuating variety of symptoms, has history of obsessive-compulsive behaviors, some of recurrent flashbacks, past-traumatic abuse, primarily sexual abuse during developmental years."

Since 1993, records indicate 8 separate hospitalizations with various diagnoses.

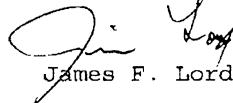
relates to the collapse of her marriage and partial custody loss of her two children. has lost several employment positions, is on heavy medication, and continues with regular psychiatric counseling. A formal report from her counselors has not been received.

From what we have learned from other sources, Jeff Anderson's clients had nowhere near the level of trauma and PTSD of the . Our clients have authorized us to interpose a settlement demand for each of them of \$1.5 Million dollars. We look forward to meeting with you to further discuss these matters.

Yours very truly,



Mark N. Stageberg



James F. Lord

MNS:ms  
Enclosures

OSB ECKROTH\_00525

cc:

**OSB ECKROTH\_00526**

---

2002-11-21 Jim Lord  
3:02 PM

Jim Lord would like you to call him at  
800-257-5673

KR

OSB ECKROTH\_00527









JBK

---

**From:** Skudlarek, William  
**Sent:** Sunday, December 29, 2002 8:09 AM  
**To:** JBK  
**Subject:** letter to NCR

The Editor  
The *National Catholic Reporter*

Dear Sir:

The two articles that appeared in recent issues of NCR (Dec. 13; Dec. 27) reporting on the response of Saint John's Abbey to allegations of sexual abuse were generally accurate and fair. We thank you for that. However, in an accompanying article entitled "Father is 'lion at the gate' pressing case against priest," a statement is made about one of our monks that calls for clarification.

The author of the article refers to documents from St. Luke's Institute in Suitland, Maryland, that NCR obtained. These documents, she says, show that psychologists who evaluated Fr. Richard Eckroth over a three-month period in 1994 "held that the allegations [of sexual abuse] and their specificity suggested that they were 'quite credible'."

The document cited by the author states the opinion that the evaluators arrived at after their *initial* assessment of the case. In their final report, commenting on Father Eckroth's certainty that he never engaged in the activities described in the allegations, his Primary Therapist, the Director of Inpatient Clinical Services, and the Medical Director, write as follows: "Psychological testing, psychotherapy did not reveal any defensiveness or personality characteristics that would raise doubts in our minds as to Father Eckroth's veracity."

Sincerely,  
Abbot John Klassen, O.S.B.  
or William Skudlarek, O.S.B.

Jan 21 03 12:36p

p.2

M A R K N.  
**STAGEBERG**  
ATTORNEY AT LAW

5101 Thimsen Avenue  
Suite 201  
Minnetonka, Minnesota 55345

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January 21, 2003

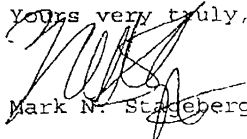
VIA FACSIMILE

Robert T. Stich, Esq.  
The Crossings, Suite 120  
250 Second Avenue South  
Minneapolis, MN 55401-2190

RE: Our Clients.

Dear Mr. Bob:

Following our recent St. John's meeting, Jim and I talked with each of our clients regarding the procedure and time table for consideration of their claims. Generally, the clients approve of the procedure and the 60-day time table for resolution. We are again meeting some reluctance to turning over the medical and psychological records of these victims. They contend that turning over their personal and confidential records is yet another personal violation against them relating to the abuse they have suffered (reference: the current controversy in Boston where the Church lawyers are going to court to try and force disclosure of victims' records. The victims are raising precisely the same personal violation arguments). I do believe, Bob, that once we hear from you that Klassen has the full go ahead from his Commission to proceed to try and settle these claims, that we will be able to convince the clients to disclose their records to you and to Abbott Klassen. Thus, to keep moving on the projected time table, please immediately advise when Abbott Klassen has the go ahead.

Yours very truly,  
  
Mark N. Stageberg

MNS:ms  
cc: Jim Lord, Esq.

e-mail: [stageberglaw@cs.com](mailto:stageberglaw@cs.com) • <http://www.stageberglaw.com>

OSB ECKROTH\_00532









(2)

side in the game  
 1. ~~He~~ jumped in a ~~hole~~ hole in the ice  
 - Very scared  
 - Did play a game called "Spin the bottle"  
 Richard was dressed up in leopard - & danced  
 - put down the bed, long hair in the  
 sand - shorts / penis  
 - May have touched their sack / buttocks  
 with gentle massage  
 - One person  
 Boys / girls naked  
 - Sex lesson - body parts

- forced her to touch his penis  
 put a ~~short~~ knife to her throat

Children teased Richard in the sand  
 Command her to touch his penis  
 penetrated her with his finger  
 roughly language

Made to undress - on ground bench  
 he massaged her  
 1978 accused of sexual abuse by  
 a female - only after  
 acknowledged abuse by Richard  
 so hospital took away from its charges -

allow. # 10000

a little over 1 m

750,000 - 7

1.6 m

Central Council -

→ Litigation Committee -

Members of the Council -

Make outposts -

spread out the responsibilities -

**ATTORNEY-CLIENT PRIVILEGE**

July 23-24, 1971 ( ) (what about

October 8-9, 1971 ( )

December 10-11, 1971 ( )

July 12-13, 1972 ( )

November 17-18, 1972 ( )

Dec 1-2, 1972 ( )

June 11-13, 1974 ( )

Dec 15+16, 1974

July 13-15, 1976

heart trip January 6-9, 1977 ; left for Baltimore

Key people  
~~\_\_\_\_\_~~

Jan 26-27, 1971

2 times

two times

4 times -

2 times







M A R K N.  
**STAGEBERG**  
ATTORNEY AT LAW

5101 Thimsen Avenue  
Suite 201  
Minnetonka, Minnesota 55345

CERTIFIED CIVIL TRIAL SPECIALIST

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Facsimile: 952-470-5240  
Watts: 800-340-5242

March 5, 2003

VIA FACSIMILE AND, 612/333-1940  
UNITED STATES MAIL

Robert T. Stich, Esq.  
The Crossings, Suite 120  
250 Second Avenue South  
Minneapolis, MN 55401-2190

RE: Our Clients:

Dear Mr. Stich:

I am writing again to express the continuing frustration our clients and we as their attorneys are experiencing in the failure of St. John's to directly attempt to resolve and settle these serious sexual abuse claims. As you know, Mr. Lord and I met with you, Abbot Klassen, and Brother Benedict at St. John's on January 16, 2003, when a mutually agreed plan of action was set forth to settle these claims within 60 days. The only contingency was the Abbot gaining approval from some governing body. We felt that Abbot Klassen was expressing serious compassion and understanding of our clients' claims which have remained unresolved for over eight years. We left believing there was to be a sincere desire to help these victims by expeditiously working together towards reasonable settlements.

You then reported to me that "The Commission" had made a decision that our clients claims, although totally ripe for settlement, would have to be handled by the Review Board established as part of Jeff Anderson's settlements. It is now apparent that this decision to refuse to directly negotiate these claims is just another delaying tactic to inflict further abuse by St. John's upon these victims. We are amazed that Abbot Klassen would allow this to happen. According to communication with Jeff Anderson, the Review Board is nowhere near to being constituted. It is now over six months since Anderson reached his settlements and no Review Board has been established. When and if a Review Board is ever constituted, it no doubt will have no procedures for hearing claims and will be several months



March 5, 2003  
Page Two

further away from the earliest possible hearing on any abuse case.

It is further our understanding that the Review Board will not make any recommendations for settlement, but only will make some type of determination as to the validity or non-validity of an individual claim. I can tell you with assurance that our clients will not be interested in going before a group of strangers to tell their horror stories. In the January 16 proposal our clients would have had direct input on the selection of the proposed neutral mediators. They were willing to participate in that type of mediation. Again, the Review Board procedure is totally contrary to what was discussed with you and Abbot Klassen on January 16<sup>th</sup>.

Furthermore, the claims of the \_\_\_\_\_ as well as \_\_\_\_\_ have all been fully described for several years to you and Abbot Klassen in statements and depositions. These are not claims that need to be reviewed by any group to determine their validity. It is an insult to these victims to make them appear before strangers who no doubt would challenge the validity of their well-documented claims.

Perhaps the Abbot and his Commission should look at how this situation appears to our clients. We bring back to them on January 16<sup>th</sup> hope and optimism that their claims will be taken seriously and resolved within 60 days. They now view this as another betrayal and further abuse heaped upon them by St. John's.

At a sexual abuse victim's symposium last Friday, author, former priest, and psychology expert, Richard Sipe, addressed a large crowd of victims. One of his key points was that St. John's has yet to come to any appropriate recognition of how to address the sexual abuse by their priests and acknowledge the serious damage done to the priests' victims. What is happening to our clients is precisely what Mr. Sipe was discussing.

We will try one more time to get this matter on track towards settlement negotiations with Abbot Klassen to get these claims resolved. Please immediately forward this letter to the Abbot. If there will be no positive response, we and our clients will go the media to expose what has happened to these victims, how the promises in the Anderson settlements are a fraud and delaying tactic, and how abuse

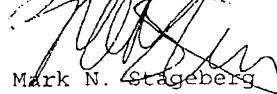
Mar 05 03 05:05p

P.4

March 5, 2003  
Page Three

victims continue to be victimized by the Abbot and St.  
John's.

Yours very truly,



Mark N. Stageberg

MNS:ms  
cc: James Lord, Esq.  
Clients

P.S. I just received word that clients and  
demanding the right to meet personally,  
without lawyers being present, with Abbot Klassen. They  
desire to do so within 30 days. In addition to the above,  
please advise on this as well.

OSB ECKROTH\_00545







E-Ticket Confirmation  
 Trip Summary and  
 Receipt

571

Attn: JOHN KLASSEN  
 Confirmation #

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|-------------------|--------------------------|--------------------|
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**Your Reservation**

|                              |                            |
|------------------------------|----------------------------|
| Date: MONDAY , MARCH 31      | Flight: NW0610             |
| Departs: SPOKANE             | Arrives: MPLS/STPAUL       |
| Scheduled Departure: 1:12 PM | Scheduled Arrival: 6:04 PM |
| Class of Service: Y          | Seats: 14D                 |

Meal Service:

Sign up for complimentary [Flight & Gate Status Notification](#)

|                              |                             |
|------------------------------|-----------------------------|
| Date: WEDNESDAY , APRIL 02   | Flight: NW0615              |
| Departs: MPLS/STPAUL         | Arrives: SPOKANE            |
| Scheduled Departure: 9:07 PM | Scheduled Arrival: 10:14 PM |
| Class of Service: Y          | Seats: 08C                  |

Meal Service:

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**Your Receipt Information**

E-Ticket(s) Total: \$1558.50 US Dollars  
 Fare: \$1432.56      Tax:\$118.44      PFC:\$7.50      Aphis Fee:\$0.00  
 Fee Details:      Customs Fee:\$0.00      Immigration Fees:\$0.00

Miscellaneous Fees:  
 Administrative Fee: \$0.00      Total Miscellaneous Fees: \$0.00  
 Total New Charges: \$1558.50

Method of Payment:      Visa  
 Miles Debited:

Other Restrictions:      NON-TRANSFERABLE

E-Ticket Issue Date:      28MAR03

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- ▼ Check out two fast ways to check in: [nwa.com Check-In](#) from your own computer and E-Service Centers at the airport. Both help you get out of line and get to the gate. Luggage can be checked in at most E-Service Centers, curbside luggage check or see a Northwest agent.
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- ▼ Earn 1,000 WorldPerks Bonus Miles just by applying for a mortgage loan or REALTOR(R) services with LendingTree. See for yourself that there are no hidden fees. Plus, you can earn tens of thousands of miles upon closing. You must first register to be eligible. Application must be received by LendingTree between February 1 and May 31, 2003. For more information, or to register, visit [www.nwa.com/offers/homeandaway](#) or call 1-888-955-7878 and enter promo code 8083. Some restrictions apply.

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**LUGGAGE:** Free luggage allowance is two pieces of checked luggage and one piece of carry-on luggage. Each passenger is allowed one piece of carry-on luggage, plus a purse or brief case or laptop. Carry-on luggage must fit underneath the passenger seat or in an overhead compartment and cannot exceed 45 in. (9"x14"x22") or 115 cm (25 x 35 x 55) or 40 lbs. (18 kgs) of weight. Maximum size per checked piece is 62 in. (158 cm). For travel within the 50 US, Canada, Mexico and the Caribbean, the maximum free weight allowance is 50 lbs. (23 kg). The fee for luggage weighing over 50 lbs. up to 70 lbs. is \$25 USD/\$39 CAD per piece; over 70 lbs. up to 100 lbs. the fee is \$50 USD/\$77 CAD per piece. For travel from the 50 US, Canada and Mexico to other international destinations, the maximum free weight allowance is 70 lbs (32 kg). The fee for luggage that weighs from 70 to 100 lbs (32 kg to 46 kg) varies by destination. Contact Northwest for International Excess luggage fees. Any luggage in excess of 2 checked pieces or that is overweight and/or oversize is subject to excess luggage charges. Regulations require name identification on outside. Northwest reserves the right to restrict carry-on luggage. Northwest will not be responsible for money, jewelry, cameras, video and electronic equipment, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, furs, other irreplaceable items or items of similar value contained in checked or unchecked luggage. Liability for loss, delay or damage to luggage is limited unless a higher value is declared in advance and additional charges are paid. For travel wholly between U.S. points, luggage liability to \$2,500 per passenger. For most international travel (including domestic portions of international journeys), liability is limited to \$9.07 per pound for checked luggage and \$400 per passenger for unchecked luggage.

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**OSB ECKROTH\_00549**

NWA E-Ticket Confirmation - Trip Summary and Receipt

Page 3 of 3

for changing itinerary or cancellation of your journey on some restricted fares. (8) Overbooking. If we deny you boarding due to an oversale and you have checked in at the gate at least 10 minutes before scheduled Domestic departures, 30 minutes before scheduled departures to Canada/Caribbean/Mexico/San Juan/Hawaii, or 60 minutes before international departures, with few exceptions, we compensate you. (9) Northwest reserves the right to refuse carriage to any person who is not able to produce positive identification. (10) You may inspect the full text of the contract of carriage online at [www.nwa.com](http://www.nwa.com) or at any Northwest airport or city ticket office. You may obtain a full copy of the text of Northwest Airlines terms by writing to Northwest Airlines, Inc., Department C6590, 5101 Northwest Drive, St. Paul, MN, 55111-3034, USA.

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Thank you for choosing Northwest Airlines.

Abbot John visits with \_\_\_\_\_ the past 18 months

February 20, 2002

Visit from \_\_\_\_\_ with Maxine Barnett and supportive male friend. In this meeting \_\_\_\_\_ introduced herself and said she had been abused by Father Richard at the cabin. She did not describe any rape situation at this time but spoke about his having his hand on her genitals the whole way home. She was very fragile and I did not press her hard for details. She had given the whole story to Maxine and our policy was to extend help in this situation.

Father Rene McGraw and I met with \_\_\_\_\_ for about thirty minutes. The conversation did not go very well because we kept challenging \_\_\_\_\_ his facts and on the connections and assertions that he was making.

April 1, 2002

I had dinner with \_\_\_\_\_ He told me that the \_\_\_\_\_ had been contact with television stations and with the Saint Cloud Times, as well as a national publication. As a result something huge was going to hit in about ten days to two weeks. He was also trying to give me details on RICO cases.

April 17, 2002

I met with \_\_\_\_\_ stable  
features include \_\_\_\_\_

when \_\_\_\_\_ tried to say that Richard had done something to \_\_\_\_\_ said that "Eckroth was never in our house." He had no contact with the family in the house.

\_\_\_\_\_ said that Richard committed four acts of sexual abuse. He had inappropriate touché her, raped her in the sauna. That she was naked in the sauna on the top rack, that he rubbed her back and then digitally entered her.

Another instance occurred in the cabin. She won the "spin the bottle" game. She was "Queen of the Night" and was allowed to choose a costume from a chest, by the door as you exit. She picked a T-shirt and went up to the loft. She could feel his breath following up her back. It was a beginning of terror, a state of terror. The beds and sounds were fading and he took her clothes off and put a knife to her throat. Called her a "worthless little bitch" and again digitally entered her. The memories don't all come at once.

\_\_\_\_\_ at 8 or 9 years old. A mom who was absent, post partum depression, an awesome piano player. Parents have been vilified in this. Youngest of four. Recalls a massage and a touching of buttocks – doesn't know if there was penetration. Remembers rolling around in the snow, or running down to the lake, or being chased through the woods.

OSB ECKROTH\_00551



Remembers cowering, we have got to be careful, this guy is really bizarre. Spin the bottle game, tights on himself – Remembers him screaming at her and giving small glasses of wine before the sauna. Remembers the loft, don't know if he was up there on the left. Can remember not wanting to go back

Remembers skinny dipping – “Come on in

May 24, 2002

“I met with [redacted] Friday May 24, 2002 for 1.25 hour. During the course of that time, he shared these two documents with me, the first a summary of his personal compensation statement for 2001, the second a preliminary statement of a vision for a settlement. As you can see, it comes to eight million dollars.”

July 23, 2002

I met with [redacted] goes through the whole calculation of his demand for compensation, what justifies the amounts, etc. I gave the written documentation to Rene and shared it with Benedict and Bob Stich.

July 27, 2002

I had agreed to meet with Maxine and [redacted] for lunch and discuss how she was doing. [redacted] another person was there as well, which was a surprise. She looked much better then she had in February. More stable, more in possession of herself. The lunch proceeded smoothly but she ultimately came to a request for another \$10,000. I did not make a commitment to this or to any amount because of how badly we had gotten stung with the check in May. Within a few days we got the documentation for the mediation with Mr. Anderson and [redacted] name showed up as his client. I spoke to [redacted] on the phone from Philadelphia at the CMSM meeting and told her this. At that point she did not know that she was being considered part of the mediation.

April 1, 2003

I met with [redacted] and Maxine Barnett, with [redacted] present. This lasted approximately 45 minutes. This time [redacted] told me the story of her rape in great detail. She claims Richard slept with her, that he raped her. The next morning he prepared a bath for her. Also that he had a container of Vaseline in the cabin.

For one hour after this I met with [redacted] Maxine Barnett and [redacted]. This was a real screaming session for [redacted] Maxine tried to calm her down.

I agreed to these two meetings because the claimants asked for them. They were not helpful at all because they could not understand why I didn't simply pull out the checkbook and give them each a check for 1.5 million dollars. When I spoke of our

process and the limited financial authority that I have, it infuriated  
They took my words as a stall. Both pressed me to state whether I believed their claims –  
I told them that it was really impossible for me to make such a judgment in this pastoral  
situation. I told them what our policy demands of me in this situation, that I listen and  
offer assistance as been receiving counseling for the past year. \_\_\_\_\_ has  
been receiving counseling for the past year. \_\_\_\_\_ received reimbursement for two  
plane trips that made these encounters possible.

April 22, 2003  
Phone call to

Bahamas  
242 393 5011

He received a letter today (but dated March 21) from

Dr. David L Clasey  
Crisis and Career Management (or something like that)  
Clear Lake MN

Clasey wrote to \_\_\_\_\_ because when \_\_\_\_\_ daughter went to St. Ben's, she used to visit the Claseys

Clasey said that he was writing at the request of

Clasey said he had been told that St. John's sent pedophiles and sexual abusers to the Bahamas after what they had done here had become known

He ( \_\_\_\_\_ heard that St. John's is abandoning the school in the Bahamas and turning it over to the government.

Wants to know if this is true.

\_\_\_\_\_ thinks that they are planning to sue us and want to put a lien on our property in the Bahamas;

\_\_\_\_\_ wrote back to Clasey apologizing for the delay and – and as a stalling tactic – asking him what monks he was referring to.

\_\_\_\_\_ advice to us is that, to avoid having a lien put on our assets, we should complete the transaction to make Saint Augustine's an independent corporation as soon as possible.

*Call back completed on 4-22-03*



SAINT JOHN'S ABBEY

BOX 2015  
COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

4 July 2003

Father Richard Eckroth, OSB  
Saint John's Abbey

Dear Father Richard:

I feel foolish sending this letter to you but I want you to be aware of something that has come up in the past week.

On June 27, 2003, [redacted] from Minneapolis, MN brought an Unlawful Detainer Complaint to the Stearns County Court House. He is claiming that as a Catholic he has part ownership, with the Catholic Church, of the property of Saint John's. Based on this claim of being a stakeholder in Saint John's he is requesting the court to order the eviction of all our men who are on restriction. This is clearly a frivolous legal action.

We have asked Mr. Ron Brandenburg and Mr. Mike Ford from Quinlivan and Hughes law firm to represent us and to argue the case. Specifically, Mr. Mike Ford will appear before Judge Skipper Pearson at the Saint Cloud Courthouse on July 10, at 9:00 a.m. and argue that this legal action should be thrown out immediately.

Murphy's Law (Anything that can go wrong, will go wrong, and at the worst possible moment) is powerful, of course. For example, the Saint Cloud Times just happened to be scanning the reports from the court and noticed this legal action. As a result, it seems likely that the Times will run an article this weekend. We have asked Ron Brandenburg to act as our spokesperson on this case because he knows the parameters and issues on which the case hinges. If a reporter calls, simply note that our legal counsel is acting as our spokesperson on the case because he best understands the issues and say no more. If we express our true feelings (or, more accurately, if I express my true feelings); it will only add fuel to the fire.

Again, I am sorry to intrude into your life but I did not want you to be surprised by news of this legal action.

In Christ,



Abbot John Klassen, OSB

PHONE 320 363-2544 FAX 320 363-3082

**OSB ECKROTH\_00556**



**M A R K N.**  
**STAGEBERG**  
**ATTORNEY AT LAW**

5101 Thimsen Avenue  
Suite 201  
Minnetonka, Minnesota 55345

CERTIFIED CIVIL TRIAL SPECIALIST

Phone: 952-470-5242  
Facsimile: 952-470-5240  
Watts: 800-340-5242

July 10, 2003

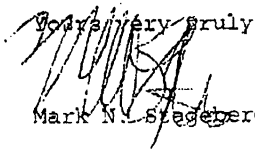
Robert T. Stich, Esq.  
The Crossings, Suite 120  
250 Second Avenue South  
Minneapolis, MN 55401-2190

RE: Our Clients:

Dear Mr. Stich:

I am supplying you at this time a courtesy copy of the Summons and Complaint which we have drafted on behalf of our clients. We have researched the issue and we believe there has been a waiver of the statute of limitations defense. Abbot Klassen clearly agreed that he would not raise the statute of limitations defense and that serious negotiations would be undertaken within 60 days and in good faith to resolve our clients' sexual abuse claims. This has obviously not taken place. Our clients will continue to refrain from going to the media to express their frustration in how they have been mistreated in the settlement negotiations. We intend to formally serve this Complaint upon the named defendants in twenty days of the above date. If St. Johns and Abbot Klassen wish to reopen serious settlement negotiations with us and our clients, please let us know within the next twenty days.

Yours very truly,

  
Mark N. Stageberg

MNS:ms  
Enclosures  
cc:

2003

STATE OF MINNESOTA  
COUNTY OF STEARNS

DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT  
Type of Case: Personal Injury  
Breach of Contract

-----  
Jane Doe, Mary Roe, Judy Roe,  
Eric Roe, and Evan Roe,

Plaintiffs,

vs.

SUMMONS

The Order of St. Benedict of  
The Roman Catholic Church  
a/k/a St. John's Abbey,  
Abbot John Klassen, and  
Father Richard Eckroth,

Defendants.

-----  
THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the Plaintiff's attorney an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, Judgment by Default will be taken against you for the relief demanded in the Complaint.

PLEASE TAKE NOTICE pursuant to Minn. Stat. §543.22 that the alternative dispute resolution process may be available and apply to this proceeding to facilitate possible resolution of the claims set forth herein, through arbitration, mediation, neutral fact finding, settlement conferences and other procedures more fully described in Rule 114 of the Minnesota General Rules of



Practice for the District Courts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark N. Stageberg  
Attorney I.D. No. 104280  
5101 Thimsen Avenue, #201  
Minnetonka, MN 55345  
Telephone: 612/470-5242  
Attorney for Plaintiffs

James Lord  
600 W. 78<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Chanhassen, MN 55317  
Telephone: 612/333-5673  
Attorney for Plaintiffs

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF STEARNS

SEVENTH JUDICIAL DISTRICT  
Type of Case: Personal Injury  
Breach of Contract

-----  
Jane Doe, Mary Roe, Judy Roe,  
Eric Roe, and Evan Roe,

Plaintiffs,

vs.

COMPLAINT

The Order of St. Benedict of  
The Roman Catholic Church  
a/k/a St. John's Abbey,  
Abbot John Klassen, and  
Father Richard Eckroth,

Defendants.

Plaintiffs, Jane Doe, Mary Roe, Judy Roe, Eric Roe, and Evan  
Roe, as and for their causes of action against defendants, The  
Order of St. Benedict of The Roman Catholic Church, a/k/a St.  
John's Abbey, Abbot John Klassen, and Father Richard Eckroth,  
allege and aver as follows:

PARTIES

I.

That at all times material herein, Defendant, Father Richard  
Eckroth (hereinafter "Eckroth"), was a catholic priest, employed,  
and acting on behalf of Defendant, The Order of St. Benedict of  
The Roman Catholic Church, a/k/a St. John's Abbey (hereinafter  
"St. John's Abbey").

II.

That Abbot John Klassen (hereinafter "Abbot Klassen") was at

pertinent times as described hereinafter, and at the present time, the head of St. John's Abbey and fully authorized to act for and on behalf of St. John's Abbey in matters relating to the settlement and resolution of sexual abuse matter.

III.

That Jane Doe, Mary Roe, and Judy Roe, are female individuals whose true names and identities are not being disclosed to avoid undue publicity harmful to themselves as well as defendants, St. John's Abbey and Abbot Klassen.

IV.

That Plaintiff, Evan Roe is a male individual and the father of Plaintiff, Mary Roe, Judy Roe, and Eric Roe, whose true names and identities are not being disclosed to avoid undue publicity harmful to themselves as well as Defendants, St. John's Abbey and Abbot Klassen.

SEXUAL ABUSE FACTS

V.

That from approximately 1971 to 1976, St. John's Abbey was the owner of a cabin and sauna located near Cass Lake, Minnesota, for the use of priests, and employees of St. John's Abbey, including Eckroth.

VI.

That between approximately 1971 and 1976, Eckroth made repeated overnight trips to the aforementioned cabin and sauna with hundreds of young boys and girls, including Plaintiffs, Jane Doe, Mary Roe, Judy Roe, and Eric Roe.

## VII.

That at the time Eckroth took the young children to the cabin owned by St. John's Abbey, it was known, or should have been known to St. John's Abbey, that Eckroth had a history as a pedophile and was, and would likely to be, sexually abusing and molesting the children at the cabin and sauna.

## VIII.

That on more than one occasion when Jane Doe, Mary Roe, and Judy Roe, were taken to the cabin and sauna by Eckroth, and while under his power, authority, and control, the Catholic priest engaged in serious and inappropriate sexual abuse of Jane Doe, Mary Roe, and Judy Roe.

## IX.

That upon information and belief, Plaintiff, Eric Roe, was also inappropriately sexually abused by Eckroth while under the Catholic priest's power, authority, and control while at the cabin owned by St. Johns Abbey.

## X.

That as a direct and proximate result of the aforementioned sexual abuse by Eckroth to Jane Doe, Mary Roe, Judy Roe, and Eric Roe, Plaintiff, Evan Roe, father of Mary Roe, Judy Roe and Eric Roe, has sustained significant financial losses in the care and treatment of his sexually abused children and has undergone severe physical, emotional, and mental distress, all as a direct result of the sexual abuse of his children by Eckroth.

## XI.

That as a direct result of the sexual abuse inflicted upon them by Eckroth, Plaintiffs, Jane Doe, Mary Roe, Judy Roe, and Eric Roe, have sustained serious personal and psychological injury, have been caused to incur medical, hospital, and psychological expense, have incurred a loss of earnings and income, have suffered pain, suffering, and emotional distress, and will in the future, incur medical and psychological counseling expenses, will suffer a loss of earning capacity, and will sustain pain, suffering, emotional distress and permanent disability, all to the damage of each of them in a sum in excess of \$50,000.

## ABBOT KLASSEN'S PROMISES AND ORAL CONTRACT

## XII.

That prior to January 16, 2003, Abbot Klassen, for months and years, had been made aware, and was fully informed of the serious nature of the sexual abuse allegations of all of the Plaintiffs against Eckroth and St. John's Abbey.

## XIII.

That both before and after January 16, 2003, Abbot Klassen repeatedly in oral conversations with Jane Doe, Mary Roe, Judy Roe and Evan Roe, advised that he believed plaintiff's allegations of sexual abuse against Eckroth, acknowledged the damage plaintiffs had suffered, and stated that the sexual abuse claims of plaintiffs against Eckroth and St. John's Abbey would be appropriately resolved and settled. Consistent with these oral promises, Abbot Klassen advanced certain sums of money to Jane Doe

and Mary Roe to assist them in their psychological counseling, and their travel for the personal consultations with Abbot Klassen. That in reliance upon the good faith promises of Abbot Klassen, Jane Doe, Mary Roe, Judy Roe, and Evan Roe, did not pursue publicity and media attention of their claims which would have been contrary to the interests of Abbot Klassen and St. John's Abbey.

XIV.

That on January 16, 2003, a meeting was held at St. Johns Abbey which was attended by Abbot Klassen, Benedict Leuthner, the identified treasurer of St. John's Abbey, the attorney for Abbot Klassen and St. Johns Abbey, and the attorneys for the plaintiffs.

XV.

That at the meeting of January 16, 2003, Abbot Klassen and Benedict Leuthner, as the authorized representatives of St. John's Abbey, made promises and entered into an oral contract with the attorneys for the plaintiffs, whereby, Abbot Klassen, and St. John's Abbey, on their own behalf, and on behalf of Eckroth, would waive and not invoke the statute of limitations against the sexual abuse claims of the plaintiffs.

XVI.

That at the meeting of January 16, 2003, Abbot Klassen and St. John's Abbey made promises and entered into an oral contract to engage in good faith settlement negotiations with the plaintiffs to resolve their sexual abuse claims. Abbot Klassen and St. John's Abbey promised and agreed to establish a procedure

of negotiation and mediation, if necessary, to conclude good faith and reasonable settlements of plaintiff's sexual abuse claims within sixty days of January 16, 2003.

## XVII

That in consideration for the promises and oral agreements of Abbot Klassen and St. Johns Abbey, the plaintiffs, through their authorized attorneys, promised and agreed to likewise enter into good faith settlement negotiation, promised and agreed to participate in a mediation process if necessary to resolve the claims within the 60 day time, and further promised to forebear, and not engage in adverse publicity regarding their sexual abuse claims to protect the public image of Abbot Klassen and St. John's Abbey.

## XVIII.

That at all times since January 16, 2003, Plaintiffs have fully abided by their promises, forbearance, and oral agreements, have always been ready to negotiate in good faith, and have not disclosed to media sources any information regarding their sexual abuse claims.

## XIX.

That Abbot Klassen and St. John's Abbey have failed in several respects, as herein identified, to abide by their promises and oral contract and have not negotiated settlements in a timely and good faith manner as promised.

FIRST CAUSE OF ACTION - BREACH OF ORAL CONTRACT

## XX.

Reallege all allegations contained in paragraphs nos. I-XIX, and incorporate them herein by reference.

## XXI.

That Abbot Klassen and St. John's Abbey have breached their oral contract and have failed to abide by their promises to establish a settlement procedure, engage in settlement mediation if necessary, and to conclude appropriate and reasonable settlements with the plaintiffs within sixty days of January 16, 2003.

## XXII.

That Abbot Klassen and St. John's Abbey has further breached their oral contract and promises and have failed to engage in good faith settlement negotiations to resolve the sexual abuse claims of the plaintiffs.

## XXIII.

That as a direct and proximate result of the breach of oral contract by Abbot Klassen and St. John's Abbey, plaintiffs have not received appropriate and just compensation for their sexual abuse claims, all to the damage of each of them in the sum in excess of \$50,000.

## XXIV.

That as a further direct result of the carelessness and negligence of Eckroth, Plaintiff, Evan Roe, father of Mary Roe, Judy Roe, and Eric Roe, has been caused to expend financial resources for the care and benefit of his children and has undergone his own physical, emotional, and psychological distress,



all to his damage in a sum in excess of \$50,000.

PROMISSORY ESTOPPEL

XXV.

Reallege all allegations contained in paragraphs nos. I-XXIV, and incorporate them herein by reference.

XXVI.

That plaintiffs relied upon the promises of Abbot Klassen and St. John's Abbey that timely and appropriate settlement procedures would be established within sixty days of January 16, 2003, and that Abbot Klassen and St. John's Abbey would engage in settlement negotiations in a good faith manner to reach reasonable and appropriate financial settlements for the plaintiffs.

XXVII.

That plaintiffs relied upon the promises of Abbot Klassen and St. John's Abbey, and fully complied with their promises to the defendants to forebear going to the media and inflicting damage to the public image of Abbot Klassen and St. John's Abbey.

XXVIII.

That because of the reliance on the promises and forbearance by the plaintiffs, defendants, Abbot Klassen and St. John's Abbey, should be estopped from breaking the promises they made to the plaintiffs, including a defense of the statute of limitations to the plaintiffs' sexual abuse claims against St. John's Abbey and Eckroth.

XXIX.

That as a direct result of the failure to fulfill promises by

Abbot Klassen and St. John's Abbey, plaintiffs and each of them have been damaged in a sum in excess of \$50,000.

XXX.

That as a further direct result of the failure to full promises by Abbot Klassen and St. John's Abbey, plaintiff, Evan Roe, father of Mary Roe, Judy Roe, and Eric Roe, has been caused to expend financial resources for the care and benefit of his children and has undergone his own physical, emotional, and psychological distress, all to his damage for a sum in excess of \$50,000.

WAIVER

XXXI.

Reallege all allegations contained in paragraphs nos. I-XXX, and incorporate them herein by reference.

XXXII.

That by the promises and oral contract of Abbot Klassen and St. John's Abbey on January 16, 2003, to waive the statute of limitations defense as to the sexual abuse claims of the plaintiffs, and plaintiffs' reliance upon the promises and oral contract of Abbot Klassen and St. John's Abbey, these defendants, and defendant Eckroth, have waived the application of any and all statutes of limitations against this litigation and the claims brought against the defendants by the plaintiffs.

ASSAULT AND BATTERY CLAIM AGAINST ECKROTH

XXXIII.

Reallege all allegations contained in paragraphs nos. I-

XXXII, and incorporate them herein by reference.

XXXIV.

That defendant Eckroth committed a physical battery by engaging in inappropriate touching, rape, and sexual contact with plaintiffs, Jane Doe, Mary Roe, Judy Roe, and upon information and belief, Eric Roe; defendant Eckroth further committed physical and verbal assaults on these plaintiffs by intimidating and threatening retaliation against them and their parents if the plaintiffs revealed Eckroth's actions to authorities and the parents of the plaintiffs.

XXXV.

That as a direct result of the battery committed by defendant Eckroth, plaintiffs have sustained damages in a sum in excess of \$50,000 for each of them.

XXXVI.

That as a further direct result of the battery of Eckroth, Plaintiff, Evan Roe, father of Mary Roe, Judy Roe, and Eric Roe, has been caused to expend financial resources for the care and benefit of his children and has undergone his own physical, emotional, and psychological distress, all to his damage for in sum in excess of \$50,000.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS BY ECKROTH

XXXVII.

Reallege all allegations contained in paragraphs nos. I-XXXVI, and incorporate them herein by reference.

## XXXVIII.

That Defendant Eckroth, as a trained priest and clergyman, knew full well that his inappropriate physical touching, rape, and sexual contact with small children would inflict serious and permanent mental and psychological harm to them.

## XXXIX.

That in Defendant Eckroth's inappropriate touching, rape, and sexual contact with plaintiffs, Jane Doe, Mary Roe, Judy Roe, and upon information and belief, Eric Roe, Eckroth intended and did maliciously seek to inflict harm and damage to the plaintiffs.

## XL.

That as a direct result of Defendant Eckroth's intentional infliction of emotional distress, to Plaintiffs have suffered damages in a sum in excess of \$50,000 for each of them.

## XLI.

That as a further direct result of the carelessness and negligence of Eckroth, Plaintiff, Earl Roe, father of Jane Doe, Mary Roe, Judy Roe, and Eric Roe, has been caused to expend financial resources for the care and benefit of his children and has undergone his own personal emotional psychological distress, all to his damage for a sum in excess of \$50,000.

## NEGLIGENCE OF ECKROTH

## XLII.

Reallege all allegations contained in paragraphs nos. I-XLI, and incorporates them herein by reference.

## XLIII.

That defendant Eckroth was careless and negligent in his contact and dealings with the plaintiffs at the cabin and sauna owned by St. John's Abbey.

XLIV.

That as a direct result of the carelessness and negligence of Eckroth, Plaintiffs, were caused damages in a sum in excess of \$50,000 for each of them.

XLV.

That as a further direct result of the carelessness and negligence of Eckroth, Even Roe, father of Mary Roe, Judy Roe, and Eric Roe, has been caused to expend financial resources for the care and benefit of his children and has undergone his own physical, emotional, and psychological distress, all to his damage in a sum in excess of \$50,000.

NEGLIGENT RETENTION OF ECKROTH

XLVI.

Reallege all allegations contained in paragraphs nos. I-XLV, and incorporate them herein by reference.

XLVII.

That upon information and belief, at the time Eckroth was physically and sexually abusing the plaintiffs at the cabin and sauna owned by St. John's Abbey, it was known to St. John's Abbey and the persons in authority at St. John's Abbey that Eckroth had pedophile tendencies and was in danger of sexually abusing children.

XLVIII.

That upon information and belief, with the information known to St. John's Abbey and the persons in authority at St. John's Abbey, they were negligent and careless in retaining Eckroth as a priest and employee and allowing Eckroth to take hundreds of children, including the plaintiffs, to the cabin and sauna.

XLIX.

That as a direct result of the negligent retention of Eckroth by St. John's Abbey, Plaintiffs have sustained damages in a sum in excess of \$50,000 for each of them.

XLX.

That as a further direct result of the carelessness and negligence of Eckroth, Plaintiff, Evan Roe, father of Mary Roe, Judy Roe, and Eric Roe, has been caused to expend financial resources for the care and benefit of his children and has undergone his own physical, emotional, and psychological distress, all to his damage in a sum in excess of \$50,000.

VICARIOUS LIABILITY OF ST. JOHN'S ABBEY

L.

Reallege the allegations contained in paragraphs nos. I-XLX, and incorporate them herein by reference.

LI.

That at all material times when the sexual abuse, rape and inappropriate touching by Eckroth was taking place at the cabin and sauna owned by St. John's Abbey, Eckroth was an employee, agent and servant of St. John's Abbey and acting with the actual

and apparent authority of St. John's Abbey.

LII.

That St. John's Abbey was fully aware and apprised that Eckroth was utilizing the cabin and sauna owned by St. John's Abbey for camping and retreat purposes with small, vulnerable children, and fully authorized and approved of Eckroth's use of the facilities of St. John's Abbey.

LIII.

That St. Johns Abbey is vicariously liable by the doctrine of respondent superior for all of the inappropriate conduct of Eckroth inflicted upon the plaintiffs, all to their damage in a sum in excess of \$50,000.

LIV.

That St. Johns Abbey is further vicariously liable and for all of the damages suffered by plaintiff, Evan Roe, all to his damage in a sum in excess of \$50,000.

WHEREFORE, plaintiffs, Jane Doe, Mary Roe, Judy Roe, Eric Roe, and Evan Roe, demand judgment in their favor against defendants, The Order of St. Benedict of the Roman Catholic Church, a/k/a St. Johns Abbey, Abbot John Klassen, and Father Richard Eckroth, for a sum in excess of \$50,000 for each of them, together with pre-judgment interest, post-judgment interest, and their costs and disbursements herein.

Date: \_\_\_\_\_

Mark N. Stageberg  
Attorney I.D. No. 104280  
5101 Thimsen Avenue, #201

14

Minnestonka, MN 55345  
Telephone: 952/470-5242  
Attorney for Plaintiff

James Lord  
Attorney I.D. No.  
600 W. 78<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Chanhassen, MN 55317  
Telephone: 612/333-5673  
Attorney for Plaintiff

ACKNOWLEDGMENT REQUIRED BY  
MINN. STAT. §549.211. SUBD. 1

The undersigned hereby acknowledges that pursuant to Minn. Stat. §549.211, subd. 1, costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find that the undersigned acted in bad faith, asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass, or committed a fraud upon the Court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark N. Stageberg



- 7 - 7-25-03

• If you were growing from today I find myself  
flourishing we would prefer  
Freedom from justice given needed  
It was not meant

Wants - two obligations - different states  
Very unusual for occurrence of sexual abuse

• 67 when in case  
would be exposing with flow - suicidal tendencies? I said no -  
should be discussed - watch for suicidal signs -  
Don't be shy -

Follow-up

• Discussions  
Shunted

at an emotional level - of a child  
not responsible with himself  
not in touch with all of kinds of things -

says  
never as in there with one way -  
should not have come through business light -

Legal -  
17 people -

Contract - followed the recommendation -

Virginia - people - some reaction to pre-pubescent girls  
supportive state - not known  
lower interest in adults of with

Strongest sexual response.



Bob Stich  
 Mike Ford  
 Abbot John K.  
 Benedict heukler  
 John Kula

Louis Remele  
 Rev. Mergo Morris

Senior Council

- Louis Remele 612.333.3000

- Rev. Ray Pedrigozzi
- Tom Sadant
- Roger Botz
- Gregory Pecht
- Ken Koeper
- Roman Paul
- Robin Perzino
- Mary Thunersch
- Old Mole

- Arrive for 2 hours
- St. Cloud Holiday Inn

|                    |                         |
|--------------------|-------------------------|
| Wednesday, Sept 24 | 4-6 or 5-7              |
| Thursday Oct 2     |                         |
| Monday Oct 6       | Thursday, Oct 13        |
| Tuesday Oct 7      | Friday, Oct 17          |
| Thursday Oct 9     | Saturday Oct 18         |
| Saturday Oct 11    | Monday Oct 20           |
| Wednesday Oct 15   | Sat Oct 25 - a.m.       |
| Thursday, Oct 29   | Mon Oct 27 ; Wed Oct 29 |

Passport  
Media stuff

~~George M. Johnson in Albert H. H. H.~~

~~Albert H. H.~~

Inform us we know that Rick

People to interview

Feb 23-24, 1973  
Feb 11-12, 1974

July 12-13, 1972  
Dec 1-2, 1972

November 17-18, 1972  
Feb 15-16, 1974

July 13-15, 1976

June 23-24, 1972

June 15-16, 1973

(May 4-5, 1973)  
June 15-16, 1973  
November 3-4, 1972

Jan 1-3, 1974  
Sept 15-16, 1974

Jan 19-20, 1975

May 4-5, 1973

26  
32  
35  
24  
24  
23  
15  
30  
29  
25  

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263!

18 p 11  
20

















**JBK**

---

**From:** Leuthner, Benedict  
**Sent:** Monday, August 25, 2003 3:47 PM  
**To:** 'Robert Stich'; JBK; Kulas, John; 'Michael J. Ford mjf'  
**Cc:** Leuthner, Benedict  
**Subject:** Preparation for Mediation - schedule

Dear folks,

**Meeting # 1**

Wednesday August 27, 2003  
5:00 PM – 7:00PM  
Alcuin Conference Room - Saint John's

**Meeting # 2**

Friday September 5, 2003  
1:00PM – 3PM  
Bob Stich's Conference Room – Twin Cities

**Mediation session**

Tuesday – Wednesday  
September 9 – 10, 2003  
Mediator's Office - Twin Cities

Brother Benedict

































**Ryan, Kelly**

---

**From:** Lewis A. Remele  
**Sent:** Monday, September 22, 2003 4:02 PM  
**To:** Ryan, Kelly  
**Subject:** RE: October 9 or 20

I heard from the plaintiffs lawyers that Mark Stageberg cannot attend a meeting on 10/9. In fact , he needs to try and have a meeting before 10/6 - otherwise he will be tied up in a trial in Utah for about a month. Is there anyway we could have the meeting before 10/6? Thank you.

-----Original Message-----

**From:** Ryan, Kelly [mailto:  
**Sent:** Monday, September 22, 2003 3:42 PM  
**To:** Lewis A. Remele  
**Subject:** October 9 or 20

Dear Pastor Remele,

Just a note to let you know that we have not nailed down a time for the meeting I discussed with a member of your staff late last week. It seems to have narrowed down to 3 possibilities:

- Thursday, October 9 at 4:00 PM
- Monday, October 20 at 2:00 PM
- Monday, October 20 at 4:00 PM

I know that 4:00 PM on the 9th would be a little tight for you. I think we will try to make that one work if we can. Margo has a meeting in the area on October 10 anyway, so it would be a big help to her if we could settle on an October 9 meeting. Once I hear back from everybody I will confirm a time and place. Hopefully within a day or two.

Peace,

Kelly

++++  
(Br.) Kelly Ryan, OSB  
Secretary, Office of the Abbot  
Saint John's Abbey  
Collegeville MN 56321-2015  
Tel. 320/363-2546 | Fax -3082 // 2003 09 21+

++++  
The fetters imposed on liberty at home  
have ever been forged out of the  
weapons provided for defense against  
real, pretended, or imaginary dangers  
from abroad.  
James Madison (1751-1836)

9/22/2003

**Ryan, Kelly**

**From:** Ryan, Kelly  
**Sent:** Thursday, September 25, 2003 4:45 PM  
**To:** Andert, Tom; Fecht, Geoffrey; Kroeker, Kenneth; Paur, Roman; Pedrizetti, Raymond;  
Pierzina, Robin; Thimmesh, Hilary; Thole, Otto; Leuthner, Benedict; Kulas, John;  
Margo Maris ; Lewis A. Remele; Michael J. Ford mjf  
**Cc:** Skudlarek, William; Robert Stich  
**Subject:** CONFIDENTIAL MEETING SITE

Dear all,

The 4:00 PM Thursday, October 9, meeting in Saint Cloud will take place at:

AmericInn  
4385 Clearwater Rd.  
Tel 320/253-6337

The AmericInn is located off of Interstate 94 and County Road 75 and is right behind the McStop. There is not a room number for the meeting room, but it is located beside the front desk.

Please keep the meeting time and place CONFIDENTIAL. Surprise visitors could prevent or seriously impede constructive dialogue.

Peace,

**Kelly**

+++++  
(Br.) Kelly Ryan, OSB  
Secretary, Office of the Abbot  
Saint John's Abbey  
Collegeville MN 56321-2015  
Tel. 320/363-2546 | Fax -3082 // 2003 09 21+  
+++++  
Preach always. If necessary,  
use words.

Saint Francis of Assisi (1181-1226)





















ATTORNEY-CLIENT/WORK PRODUCT

OSB ECKROTH\_00613

**Abbot John Klassen's private account**

---

**From:** Lewis A. Remele  
**Sent:** Tuesday, December 02, 2003 4:11 PM  
**To:** Robert Stich; Leuthner, Benedict; Abbot John  
Klassen's private account; Kulas, John,  
**Subject:** RE: Jane Doe, et al. v. The Order of Saint Benedict, et a.

I am planning on it.

-----Original Message-----

**From:** Robert Stich [mailto:rstich@stichlaw.com]  
**Sent:** Tuesday, December 02, 2003 4:01 PM  
**To:** milesworld@aol.com; Lewis A. Remele; stageberglaw@cs.com; BLEuthner@CSBSJU.EDU;  
jbk@CSBSJU.EDU; JKulas@CSBSJU.EDU; marisa@involved.com; mford@quinlivan.com  
**Subject:** Jane Doe, et al. v. The Order of Saint Benedict, et al.

Ladies and Gentlemen:

I trust that we are all prepared to proceed with the mediation on Saturday, December 6, 2003, at 9:00 a.m.

Very truly yours,

Robert T. Stich, Esq.  
STICH, ANGELL, KREIDLER & DODGE, P.A.  
The Crossings, Suite 120  
250 Second Avenue South  
Minneapolis, MN 55401-2190  
Direct dial: (612) 305-4559  
Telephone: (612) 333-6251  
Telefax: (612) 333-1940

-----  
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**ATTORNEY-CLIENT PRIVILEGE/WORK PRODUCT**

**OSB ECKROTH\_00615**























***SETTLEMENT AGREEMENT AND RELEASE***

THIS SETTLEMENT AGREEMENT AND RELEASE, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between \_\_\_\_\_ hereinafter referred to as "claimant"), and THE ORDER OF ST. BENEDICT OF THE ROMAN CATHOLIC CHURCH, A/K/A ST. JOHN'S ABBEY, AND FATHER RICHARD ECKROTH (hereinafter referred to as "defendants"), for the purpose of settling the various claims of claimant against defendants.

**RECITALS**

1. Release and Discharge.

In consideration of the payments called for herein, the claimant hereby releases and forever discharges the defendants and their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs and expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which the claimant now has, or may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, including without limitation, any and all known or unknown claims for bodily and personal injuries or psychological or mental injuries or medical or other expenses incurred as a result thereof, and the consequences therefor, which have resulted or may result from the alleged acts or omissions of the defendants arising out alleged sexual abuse by Father Richard Eckroth occurring between approximately 1971-76 near Cass Lake, Minnesota. This

release on the part of the claimant shall be a fully binding and complete settlement between the claimant and the defendants, and all parties represented by or claiming or may have claimed through the claimant.

2. Payments.

In consideration of the release set forth above, the defendants hereby agree to cause to be made payable to the claimant the following sums in the following manner:

a. Cash Payments:

The defendants agree to pay to the claimant and her attorneys, Mark Stageberg and James Lord, the sum of \_\_\_\_\_ dollars upon receipt of this executed Agreement, which sum shall include the disbursements incurred by said attorneys in the prosecution of this claim together with all liens against recovery herein.

3. Attorneys' Fees.

Each party hereto shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, and all related matters except as specifically provided in paragraph 2.a, above, and as to the latter, said payment is being made by defendants as part of this settlement on behalf of the defendants.

4. General Release.

The claimant hereby acknowledges and agrees that the release set forth in this Settlement Agreement hereof is a general release, and that she further expressly waives and assumes the risk of any and all claims for damages which exist as of this date but which the claimant does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or

otherwise, and which, if known, would materially affect her decision to enter into this Settlement Agreement. The claimant further agrees that she will accept payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and fully assumes the risk that the facts or the law may be otherwise than she believes, and will hold the defendants harmless and defend against any future claim or claims to the proceeds herein by any other person or persons, corporations, partnerships, or governmental agencies.

5. Warranty of Capacity to Execute the Agreement.

The claimant represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement; that she has the sole and exclusive right to receive the sums specified in it; that she has not sold, assigned, encumbered, transferred or conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

6. Disclaimer of Liability.

The claimant agrees and acknowledges that she accepts payment of the sums specified in this Settlement Agreement as a full and complete compromise of matters involving disputed issues; that neither payment of the sums by the defendants, nor the negotiations for the settlement, (including all statements, admissions or communications), by the defendants or their attorneys or representatives shall be considered admissions of wrongdoing or fault by any of said parties; and that no past or present wrongdoing or liability on the part of the defendants shall be implied by such payment or negotiations.

7. Confidentiality.

a. Claimant and her attorneys, Mark Stageberg and James Lord, further agree that they will not make any statements, either directly or indirectly, by implication or innuendo, to anyone, including the press or media, concerning the amount of settlement or the nature and substance of settlement negotiations, or describing or characterizing the settlement amount except as set forth in paragraph 7.b., below.

b. (1) Claimant shall be free to communicate the settlement amount to the Internal Revenue Service and accountants as shall be reasonably necessary to conduct their normal personal and business affairs;

(2) Claimant's attorneys, Mark Stageberg and James Lord, shall be free to communicate the settlement amount to (a) necessary office personnel as shall be reasonably necessary to conduct their normal business affairs; (b) representatives of the workers' compensation lien holder; and (c) the Internal Revenue Service and accountants as shall be reasonably necessary to conduct their normal personal and business affairs.

c. The confidentiality provided by this paragraph 7 applies only to the settlement negotiations and the amount of the settlement, and not to the fact that claimant has made claims against the defendants or the nature of those claims, nor to the fact that the defendants have agreed to a settlement of her claims.

8. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between the claimant and the defendants with regard to the matters set forth in it, and shall be binding upon and inure to the

benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

9. Representation of Comprehension of Document.

In entering into this Settlement Agreement, the claimant represents that she has relied upon the legal advice of her attorneys, who are the attorneys of her choice, and that the terms of this Settlement Agreement have been completely read and explained to the claimant by her attorneys, that those terms are fully understood and voluntarily accepted by her, and that neither she nor her attorneys have relied upon any advice or counsel by the attorneys for the defendants.

10. Entire Agreement.

This Settlement Agreement contains the entire agreement between the claimant and the defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as herein expressly set forth.

11. Effectiveness.

This Settlement Agreement shall become effective immediately following execution.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Claimant

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark N. Stageberg (#104280)  
Attorney for Plaintiffs  
5101 Thimsen Avenue, Suite 201  
Minnetonka, MN 55345  
(612) 470-5242

Dated: \_\_\_\_\_

\_\_\_\_\_  
James F. Lord (#64506)  
Attorney for Plaintiffs  
600 West 78th Street, Second Floor  
Chanhassen, Mn 55317  
(612) 333-5673

(Robert Stich)

Mr. Mark N. Stageberg  
Attorney at Law  
5101 Thomsen Avenue, Suite 201  
Minnetonka, MN 55345

Mr. James F. Lord  
*Miles W. Lord & Associates*  
600 West 78th Street, Second Floor  
P.O. Box 729  
Chanhassen, MN 55317

RE: *Jane Doe, et al. v. The Order of Saint Benedict, et al.*  
Our File No. 21396 / CNA

Gentlemen:

It has come to my attention that the media may be getting involved in these claims once again. Neither my clients nor I know what may be planned by way of media coverage or the source of the renewed interest. My clients are concerned, however, that media coverage of these claims at this time would be counterproductive to our attempts to resolve these claims and promote healing and closure. With that in mind, it is our position that, if there is media attention or coverage prior to the mediation, the mediation will be cancelled subject to reassessment. It is further our position that, if there is media attention or coverage during the mediation, the mediation will be terminated again subject to reassessment.

**OSB ECKROTH\_00631**



*VIA FACSIMILE*

Mr. Mark N. Stageberg  
Attorney at Law  
5101 Thomsen Avenue, Suite 201  
Minnetonka, MN 55345

*Telefax: 952-470-5240*

Mr. James F. Lord  
***Miles W. Lord & Associates***  
600 West 78th Street, Second Floor  
P.O. Box 729  
Chanhassen, MN, 55317

*Telefax: 952-937-3501*

RE: *Jane Doe, et al. v. The Order of Saint Benedict, et al.*  
Our File No. 21396 / CNA

Gentlemen:

It is my understanding that everyone is available for mediation in this matter on September 9 and 10, 2003. I have contacted Margo Maris, and she is available on those dates. It is my understanding that Mark Stageberg has contacted Lewis Remele, and he is available on those dates. Therefore, we should plan on the mediation on September 9-10, 2003.

I ask that Mark Stageberg contact Mr. Remele to find out if we can do it at his office.

Very truly yours,

Robert T. Stich

RTS/bas

cc: (via e-mail)  
Abbot John Klassen, OSB  
Reverend John Kulas  
Brother Benedict Leuthner  
Saint John's Abbey  
Collegeville, MN 56321

Mr. Michael J. Ford  
***Quinlivan & Hughes, P.A.***  
400 South First Street, Suite 600  
P.O. Box 1008  
St. Cloud, MN 56302

**OSB ECKROTH\_00632**

DRAFT

DRAFT

DRAFT

Statement in response to news stories after mediation

Saint John's Abbey remains steadfast in its determination to respond to the needs of persons who allege that they have been victims of inappropriate behavior by members of the monastic community. According to the Abbey's policy, person who report that they have been abused receive immediate and ongoing financial assistance for counseling as well as other dimensions of recovery.

During the last year Abbot John Klassen has met in good faith with the family members to listen to their account of events. Abbot John Klassen and legal counsel met with [redacted] and the [redacted] nily's legal counsel, seeking to agree upon the parameters to guide an equitable mediation process. In addition to providing compensation for continuing therapy for these alleged survivors, the Abbey has also paid for the travel costs for one of the persons to attend conciliation meetings.

[Over the past months Saint John's Abbey made a settlement offer to attorneys Mark Stageberg and Jim Lord who are acting legal counsel. The offer was consistent with the settlement reached October 1, 2002, with all claimants represented by attorney Jeffrey Anderson. The Abbey and persons who received compensation agreed that the October settlement was equitable, and the agreement received positive response from the media and from many in the legal community. (Although the settlement protects Saint John's Abbey from additional liability in these cases, some individuals claiming abuse may elect to file future litigation against the Abbey's insurance carrier.)]

On September 9 and 10, Saint John's, with mediators Mr. Louis Remele and Reverend Margo Maris, negotiated with [redacted] and the [redacted] family. The offers made for settlement were well within the national range for these settlements but claimants continue to demand compensation totaling several times more than the total of all the Abbey's previous settlements with Saint John's. The Abbey still believes that the best path towards healing in this situation is through mediation and not through litigation. In light of this belief, we continue to follow the path toward mediation.

~~Since a settlement could not be agreed upon through a process of mediation, the Abbey will advise these claimants to pursue them through litigation.~~

**DRAFT**

**DRAFT**

**DRAFT**

**Statement in response to news stories after mediation**

Saint John's Abbey remains steadfast in its determination to respond to the needs of persons who allege that they have been victims of inappropriate behavior by members of the monastic community. According to the Abbey's policy, person who report that they have been abused receive immediate and ongoing financial assistance for counseling as well as other dimensions of recovery.

During the last year Abbot John Klassen has met in good faith with \_\_\_\_\_ and with the \_\_\_\_\_ to listen to their account of events. Abbot John Klassen and legal counsel met once with \_\_\_\_\_ legal counsel seeking to agree upon the parameters to guide an equitable mediation process. In addition to providing compensation for continuing therapy for these alleged survivors, the Abbey has also paid for the travel costs for one of the persons to attend conciliation meetings.

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Since a settlement could not be agreed upon through a process of mediation, the Abbey will advise these claimants to pursue them through litigation.

**OSB ECKROTH\_00634**

DRAFT

DRAFT

DRAFT

Saint John's Abbey remains steadfast in its determination to offer a just and compassionate response to persons who allege that they have been victims of inappropriate behavior by members of the monastic community. According to the Abbey's policy, anyone who has been abused receives immediate and ongoing financial assistance for counseling and for other forms of therapy that may be appropriate.

During the last year Abbot John Klassen and the Abbey's legal counsel have met in good faith several (xx) times with (XXX XXXX) and their legal counsel seeking to agree upon the parameters to guide an equitable mediation process. In addition to providing compensation for continuing therapy to alleviate the distress they allege was caused by abuse, the Abbey has also covered the costs of their travel to these conciliation meetings.

Last month Saint John's Abbey made an offer to the (name firm?) legal counsel representing XXX XXXX. The offer was consistent with the settlement reached October 1, 2002, with all complainants represented by attorney Jeffrey Anderson. The Abbey and the parties who received compensation agreed that the October settlement was equitable, and the agreement received a positive response in the media and from many in the legal community. (Although the settlement protects Saint John's Abbey from additional liability in these cases, some individuals claiming abuse may elect to file future litigation against the Abbey's insurance carrier.)

XXX XXXX, who are being represented by (NAME OF LEGAL FIRM), have not accepted the Abbey's offer for settlement and are, in fact, demanding compensation totaling several times more than the total of all the Abbey's previous settlements with survivors. Saint John's Abbey has determined that the request is unreasonable, inequitable and well beyond its means to accept. If a settlement cannot be agreed upon through an ongoing process of mediation, the Abbey will advise those with claims to resort to formal litigation.

OSB ECKROTH\_00635

SKETCH/OUTLINE OF A DEFENSE OF FR. RICHARD ECKROTH  
AGAINST CHARGES OF SEXUAL ABUSE OF  
AND OTHERS

Initial comments: (1) It is important that any physical evidence, photographs, lists of children, etc. be preserved for use in the defense. (2) The only chance of clearing Fr. Richard's name of these accusations, at least in the minds of "neutral" persons, is by way of a judicial hearing, trial or similar action because only in this way can testimony be taken under oath and cross-examination take place.

The newspaper accounts originating from \_\_\_\_\_ should be carefully examined for points that are at variance with the facts or that may be compared with future testimony of other children who were in attendance. Some specific points to examine are as follows: (quotes are from internet copies of a Star/Tribune or St. Cloud Times articles. I am missing copies of some of the articles which may contain other errors of fact.

(1) \_\_\_\_\_ stated that there was a dispute with Fr. Richard over some unspecified issue and that "we ran over to the neighbors,". Ask what the dispute was about, ask which neighbors, ask others of the "we" if this incident actually occurred, also ask the neighbors if they can be identified.

(2) Jeff Anderson was quoted, "Three of the smaller settlements were suits against Eckroth". I know of only two legal processes (John Doe A and John Doe B, one of whom was a \_\_\_\_\_ who is the other supposed to be ? In the case of John Doe .... the copy of the legal settlement does not mention any payments whatsoever. Does Anderson mean some "advance payment" before the legal action was closed, perhaps?

(3) Were the children really nude in the sauna ? Ask the others who were present. Father Richard has stated that at no time was he alone with a single child, either in the sauna or anywhere else. If they were nude, where did they undress, in the cabin or in the anteroom to the sauna?

(4) "the priest took her to a chest full of clothing, men's shirts and T-shirts and odd garments described to her as costumes." The only chest or chests that I recall contained blankets and pillows. (According to my children, there were also news magazines and National Geographic magazines in the old trunk.) Bed linens were stored in one or two tall metal lockers on the main floor.

(5) Meeting (1999?) with \_\_\_\_\_ He should be asked for his impressions

of the meeting with

(6) The St. Cloud Times article of May 12 (byline Mpls. so maybe also in the Trib.) quoted \_\_\_\_\_ to the effect that the morning after abuse, Fr. Richard drew her a bath. . There was no running water at the cabin until long after Fr. Richard was in the Bahamas, as many people can testify. Even now there are no bathing facilities except a shower at the new sauna which replaced the old sauna, also long after Fr. Richard was gone from Minnesota.

(7) One of the other newspaper articles, which I was unable to copy -so I don't have the exact wording in front of me, claimed an incident where several children were heaping sand on top of Fr. Richard. To my knowledge there is no "dry" sand on any beach near the cabin. The sand at the landing is under water from a foot to three or four feet deep out to many yards. You can't, for example, make sand castles from it. Besides, Fr. Richard doesn't like to swim so far as I know. He doesn't like to canoe, either.

There are numerous other questions, not specifically related to the alleged abuse incidents, that might be put to the accusers under oath to determine the accuracy of their memories after this long interval of time. Some of these could be:

- (1) Where did they sleep, in the loft (holds about 6) or on the main level (held 4 on two bunk beds)?
- (2) There are two or more walking trails from the cabin. Were hikes taken and was wildlife sighted on these hikes?
- (3) Were the boat and/or canoe put to use?
- (4) Was the lake used for swimming ?
- (5) How many days (or nights) were spent at the cabin ?
- (6) Was the wood stove used for heating ? If it was during cold weather, Fr. Richard would definitely be in the lower level to tend the fire.

This list prepared by \_\_\_\_\_

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The sons have claimed that quite recently they came to know or believe that they had been sexually abused and harmed sometime in the early to mid 1970's by two monks of St. John's Abbey, who were on assignment to parishes within the Diocese of St. Cloud. Those claims have not been corroborated or proven. The accused monks have flatly denied that there is any truth to those claims. Factual accuracy and reliability of "repressed memories" involves questions which are the subject of a serious ongoing dispute within the psychiatric, psychological and legal professions. Those lawsuits have now been resolved by the parties and their attorneys.

also brought their own claims in two of the lawsuits alleging that they, too, were entitled to payment because they had been damaged by the abuse which they now believe occurred more than 20 years ago. Those claims were dismissed by the Court.

Neither the parents nor the Abbey have any personal knowledge of the actual truth or the falsity of these claims, of which they were totally unaware until about two years ago. The parents choose to believe their sons which is, to an extent, understandable and their prerogative. Judeo-Christian concepts of basic fairness and the American legal system require that persons accused of criminal acts such as those claimed, are presumed to be innocent unless and until their guilt is established by reliable proof presented to and decided upon by an impartial court and jury. The personal beliefs, biases and prejudgments of the opposing parties and those naturally aligned with them, no matter how sincerely held they may be, don't equate to fact or truth.

The dissatisfaction with the results of the lawsuits brought by them and their is unfortunate, but is not or shouldn't be particularly newsworthy. They had every right and opportunity to continue to pursue and attempt to prove their claims in open Court, within the safeguards of the legal system. Continuing to attempt to perpetuate these disputes through trial by the news media is a poor and unacceptable substitute, if truth and healing are the desired goals.

These cases and claims have been extensively investigated, litigated, and resolved through the legal system. They are terminated. If the allegations made are true, the deserve and are given the Abbey's sincerest apologies. On the other hand, if the accusations are false, the Abbey and the wrongfully accused monks should be afforded similar treatment and consideration. St. John's Abbey abhors and will continue to take every possible measure to prevent sexual abuse or exploitation and to promote the spiritual and psychological healing of any person subjected to it by persons for whom the Abbey is responsible. Additionally, the Abbey is deeply saddened and sensitive to the destruction caused by false or unproven accusations and their resultant harm to those accused, to the Abbey, and to those associated with it. Where the true "victims" cannot be identified - whether they be the accusers or those



accused - the disputes have to be put to rest with the belief that there will be a final accounting. In the meantime, healing and reconciliation of those harmed are the goals St. John's Abbey will continue to pursue.

My sister + husband

St. Joseph, M.N. The priest house was next door,  
Father Richard hauled <sup>around</sup> more than any  
other person. <sup>said</sup> that Father never  
touched him. In fact he was shocked when 2  
years ago he heard that Father Richard sexually molested  
people. He could not believe it.

The reason I have listed <sup>is</sup>  
that she says that she heard that was it St. Joseph  
priests molested <sup>children</sup> boys. We do not know whether  
it was hearsay or she actually saw it.

The information from <sup>I heard myself</sup>

I have a niece living here in St. Cloud.















ATTORNEY-CLIENT/WORK PRODUCT

OSB ECKROTH\_00656









ATTORNEY-CLIENT/WORK PRODUCT

OSB ECKROTH\_00661













ATTORNEY-CLIENT/WORK PRODUCT

OSB ECKROTH\_00667

ATTORNEY-CLIENT/WORK PRODUCT

OSB ECKROTH\_00668

















**RELEASE AND SETTLEMENT AGREEMENT**

For the sum of One Hundred Twenty-Five Thousand and No/100 (\$125,000.00) Dollars and other consideration described below, \_\_\_\_\_ releases and discharges The Order of Saint Benedict, Saint John's Abbey, Abbot John Klassen and Father Richard Eckroth from all claims, demands and/or causes of action that she may have against them for mental, bodily or spiritual injury or any consequences there from arising out of any acts or omissions on the part of The Order of Saint Benedict, Saint John's Abbey, Abbot John Klassen or Father Richard Eckroth. \_\_\_\_\_ further agrees that she will not disclose the dollar amount of this settlement.

Saint John's Abbey acknowledges the spiritual and emotional suffering of the family and hopes that the settlement the Abbey has reached with the family will allow them the beginnings of peace and healing.

It is further agreed that Father Richard Eckroth does not at this time, and will not in the future, wear the Roman collar, but that he does con-celebrate a private mass and will continue to do so.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_  
Abbot John Klassen, O.S.B.

**Update**  
8 July 2006

ID M0051

**Last Name**                      **First Name (Religious Name)**  
Eckroth,                              Richard

**Date of Birth**  
21 June 1926

**Date of First Profession**      **Date of Final Profession**      **Date of Ordination**  
11 July 1946                      11 July 1949                      7 June 1952

**EDUCATION**

|             |      |  |
|-------------|------|--|
| B.A.        | 1948 | Collegio de Sant Anselmo<br>Rome, Italy (Philosophy) |
| Licenciante | 1949 | Collegio de Sant Anselmo<br>Rome, Italy (Philosophy) |
| Ordination  | 1953 | St. John's University (Divinity)                     |

**ASSIGNMENTS**

|   |             |
|---|-------------|
| Curator<br>Abbey Stamp and Old Coin Collections<br>St. John's Abbey                 | 1950 – 1976 |
| Socius to Novices<br>St. John's Abbey   | 1951 – 1953 |
| Assistant Brother Master<br>St. John's Abbey  | 1953 – 1956 |
| Instructor/Associate Professor<br>Department of Philosophy<br>St. John's University | 1952 – 1976 |
| Wine Brewer/Custodian<br>St. John's Abbey   | 1963 – 1976 |
| Brother Master<br>St. John's Abbey  | 1956 – 1964 |

|   |             |
|---|-------------|
| Assistant Procurator<br>St. John's Abbey  | 1961        |
| Prefect<br>St. Thomas Hall<br>St. John's Abbey  | 1964 – 1966 |
| Prefect<br>St. Anselm Hall<br>St. John's Abbey  | 1966 – 1967 |
| Chaplain<br>St. Benedict's Monastery<br>St. Joseph, Minnesota   | 1967 – 1973 |
| Chaplain<br>St. Benedict's High School<br>St. Joseph, Minnesota   | 1970        |
| Instructor<br>St. Benedict's High School<br>St. Joseph, Minnesota   | 1967 – 1970 |
| Associate Pastor<br>St. Augustine's Parish<br>St. Cloud, Minnesota  | 1973 – 1974 |
| Associate Pastor<br>Seven Dolors<br>Albany, Minnesota   | 1974 – 1976 |
| Supervisor/Laborer<br>Monastery Construction 1954<br>Barn removal/flap pole relocation/stone ticket booths<br>Forestry for new I-94; South of Pfleuger, damaged tree removal<br>Renovation of Log Cabin on Clara Kremer Swenson Lake Property<br>St. John's Abbey | 1954 - 1977 |
| Associate Pastor<br>Holy Family Church<br>Nassau, Bahamas Islands   | 1977 – 1978 |

|   |                  |
|---|------------------|
| Pastor/Roofer of churches/Painter of churches<br>St. Robert's, St. Gertrude's, Sacred Heart Church<br>South Andros, Bahamas Islands | 1978 - 1986      |
| Pastor/all around contractor<br>St. Benedict's, St. Boniface's, Holy Angel's Church<br>Mangrove Cay Bahamas Islands                 | 1978 - 1986      |
| Construction Supervisor<br>Holy Name Parish<br>Bimini, Bahamas  | 1987 - 1989      |
| Monastic Member<br>St. Augustine's Monastery<br>Nassau, Bahamas   | 1989 - 1991      |
| Pastor<br>St. John's Chrysostom Parish<br>Fresh Creek, Andros<br>Bahamas  | 1991 - 1993      |
| Curator<br>Cemetery<br>St. John's Abbey   | 1993 - 1999      |
| Chaplain (team)<br>St. Raphael's Convent<br>St. Cloud, Minnesota  | 1996 - 1999      |
| Chaplain Substitute<br>St. Scholastica Convent<br>St. Cloud, Minnesota  | 1993 - present   |
| Monastic<br>St. Augustine's Monastery<br>Nassau, Bahamas  | 1997 (3 months?) |
| Retired   | Fall 2001        |

## AWARDS



**COMMUNITY SERVICE AND OTHER EXPERIENCES OF LEADERSHIP:**

**INTERESTS AND HOBBIES**

Keeping the wood lands clean

Cutting the trees marked for removal for the Oak Savannah 2001

**SOME DAY I WOULD LIKE TO HAVE THE OPPORTUNITY TO:**

**MY MAIN ASPIRATION OR FAVORITE DREAM IS LIFE IS TO:**

**SOME SIGNIFICANT PERSONAL GROWTH EXPERIENCE HAS BEEN:**

- 1996 Jubilee trip to Europe

2/28/2007 11:31:31 AM

GOODHUE -- The Mass of Christian Burial for [redacted] will be at 10 a.m. Saturday at St. John's Abbey Church in Collegeville, Minn., with the Rev. Daniel Walz and Deacon Peter Mueller officiating. Interment will be in the parish cemetery.


[redacted] was born [redacted] in St. Cloud, and attended Sr. Cloud Schools. On [redacted] he married [redacted] St. John's Cantius Church in St. Cloud. He worked as a painter for [redacted] St. Cloud. He also worked for [redacted] in construction and later as head painter for 27 years. Following their retirement, he and his wife moved to Goodhue where they helped operate a turkey farm with their youngest daughter. He worked as a bus driver for Goodhue Public Schools Special Education and as a bus monitor for Vasa Children's Home in Red Wing.

Survivors include his wife;

Visitation will be from 4 p.m. to 8 p.m. Thursday at Mahn Family Funeral Home-Larson Chapel in Zumbrota; from 4 p.m. to 8 p.m. Friday in the Assumption Chapel of the St. John's Abbey Church in Collegeville, with a Prayer service at 7:30 p.m.; and an hour before the service Saturday at the church in Collegeville.

Memorials are suggested to the American Heart Association or Vasa Children's Home in Red Wing.

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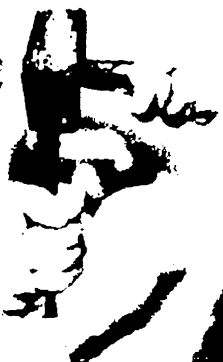
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**OBITUARIES**

- Robert D. Holman -- LeRoy
- 
- Norma Lynn Helm -- Rochester
- Lance M. Klimek -- Rochester
- Isadore A. Adler -- Rochester
- Inez Aletha Hogie -- Lanesboro
- Delbert I. Erickson -- Rochester
- Bruce J. Larson -- Rochester
- Alvin Emil Dorn -- Rochester
- Death notices
- More Obituaries

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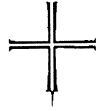
"what doesn't kill you, makes you stronger"

"what doesn't kill you, makes you stronger"  
that's what they say anyway.  
Well, what they don't know is that I AM dead.  
Oh, yeah, I'm still breathing.  
I'm walking around, breathing and talking and functioning (somewhat),  
BUT I'M DEAD.  
They don't seem to realize that he DID kill me.  
I am "no longer with us"  
I don't remember the exact time of departure,  
it was more like a quick fading,  
slipping away, quietly.  
"what doesn't kill you, makes you stronger"  
that's what they are saying.  
but I just don't have the heart to tell them  
that I AM dead  
and that he DID kill me.  
Can't they tell?  
I look in the mirror and see nothing, a breathing dead person.  
Those horrid empty eyes staring back at me are not mine.  
I see an empty skeleton with hair.  
They say, "you are so strong"  
I think, "I have no strength left"  
they say, "you are a survivor"  
I think, "I am a victim of this hell I did not ask for"  
they say, "you are still you" " Get on with your life, your 38 now"  
I think, "he is gone, he is not here, anymore, so stop trying to talk to him"  
I think they are fools,  
fooling themselves,  
trying to fool me,  
but I know better.  
I just don't have the heart to tell them...

Regardless of how strong you feel at times, or how that smile is perceived, somewhere inside you know its not what it seems.  
I am asked why now? Why as an adult did you decide to tell?  
All I can say is that eventhough I have told the story, relived the pain again, over and over, went through the re-victimization of a civil suit in front of attorneys, my perpetrator, and my family, had counseling and the support of many...it doesn't change and it never goes away.  
I was asked many times by the media, and people that do not know me, or have taken the time to know me... what made me remember?  
Huh? I forgot?

Let me see:

Maybe the divorces, the loss of your children, the mis-trust of people that actually love you, the pain & the hate, holding your parents responsible unjustly, not understanding, the confusion of puberty, the loss of faith, the loss of love & god, the running away from it all since the age of 17. The pain my parents went through when I left to join the Military, thinking it was because of them. The fear, shame and embarrassment to your family, the threats to yourself and family. The constant and continuing cover up, lies, victimization of my family. My parents giving the best working years of their life to this organization. One that meant enough to my father to put 30 years into it. The news articles, interviews, the people that call me a money grubber out to ruin their church. The hurt, disgust & pain I see in my parents eyes, every time I look into them and see a 70 yr old man cry like I did as an 8 yr. old. Or maybe its because I never forgot, but would give anything to be able too...



SAINT JOHN'S ABBEY

Office of the Abbot

March 4, 2007

Dear confreres:

On Friday and Saturday, respectively, the wake and funeral for \_\_\_\_\_ was held here at Saint John's. The family expressed to me and to many of you how grateful they are for this gesture – truly a time for healing and reconciliation.

On behalf of the community I wish to express my gratitude to *Brother Linus*, who worked closely with the family throughout the preparations to cover all the bases; to *Brother Christopher*, who delivered a Saint John's coffin to a Zumbrota funeral home; to *Brother Isaac*, who provide refreshments for the wake service, to *Brother Walter* who led the prayer service and deaconed at the Mass, to *Brothers Christopher and Isidore*, who acolyted for the funeral; to *Brother Paul Richards*, who cantored; to *Brothers Xavier and Luke*, who took care of all the details in the sacristy. Thank you for stepping up and doing this amidst all the other things on your plates.

COLLEGEVILLE MINNESOTA 56321-2015  
Phone: (320) 363-2546 • Fax: (320) 363-3082 • E-mail: abbot@osb.org • Web: saintjohnsabbey.org

OSB ECKROTH\_00681

**Skudlarek, William**

**From:**  
**Sent:** Monday, March 05, 2007 12:43 PM  
**To:** Klassen, John  
**Subject:**  
**Importance:** High

Good afternoon Abbot Klassen!

I want you to know just how grateful I am for all that you and your brethren have done for my father and family during this time of tragedy surrounding Dad's death. We all know how deeply Dad loved St. John's Campus and the many good men and women that make up both the University and Abbey. Please accept this special thank you Abbot Klassen and also to Brother Linus, Father Gordon, Deacon Walter, Father Jim and all of the others who had unselfishly extended a hand in helping make these past few days so special.

I am amazed at the generosity and unconditional love that you and your family (St. John's Abbey/University) have shown, by inviting our family and friends into your home at St. John's to hold Dad's services and allowing Dad to have such a place of beauty as his place of final rest. My family and I feel that Dad is truly at peace and is now at eternal rest where he belongs...Your actions and the actions of all those who were involved, all acts of extraordinary kindness and unconditional acceptance truly fills my spirit with love and has lifted the heaviness that my heart has carried for many years. Words simply cannot express the level of gratitude and honor that I and the rest of my family feel at this time. I know I can safely speak these words on behalf of my mom and brothers & sisters!

Thank you again and please, please accept this simple sign of thanks. God bless St. John's. God bless Abbot Klassen. God bless all those affiliated with your beautiful home campus at St. John's Abbey/University.

You will all continue to be in my prayers!

Sincerely,

3/5/2007

**OSB ECKROTH\_00682**

**Abbot John Klassen's private account**

---

**From:**  
**Sent:** Tuesday, March 06, 2007 9:32 AM  
**To:** Abbot John Klassen's private account  
**Subject:** My Fathers Funeral  
**Importance:** High

Father Abbot,

On behalf of my entire family I thank you for your kindness and understanding this past week. The words are very difficult and inadequate. I do know that the help, hospitality and support for my Dad and family are truly a beautiful thing. My Dad always said from the time I was a little boy that St. Johns was much more than a place to work. He absolutely loved this place and the people here. The fact that my Dad is finally home has brought great comfort and healing to my Mother and brothers. Perhaps, God may be looking here today with a smile on his face.

I am a very fortunate and honored man to be associated with this community. Please extend my deep gratitude to all in the "house"

Sincerely

*Responded to*

---

3/6/2007

**OSB ECKROTH\_00683**



**Abbot John Klassen's private account**

---

**From:**  
**Sent:** Wednesday, March 07, 2007 7:08 AM  
**To:** Abbot John Klassen's private account  
**Cc:**  
**Subject:**

Dear Father Abbot,  
My Mother asked me to write to you on behalf of the [redacted] family. I want to extend our eternal gratitude to the entire Monastic community for their prayers, kindness and love that was given to our family. In my Father's life, he celebrated his faith with his family in many ways we still are understanding. Dad often quietly counseled each of us in our lives to be people of compassion, to love and understand each other and to forgive to be forgiven. These lessons we learned over the course of our lives sometimes came through very difficult times. It is now through celebrating the life of our Father, Husband, Grandfather and Great Grandfather that we have come to understand the gifts each of us has received. During the course of the last weeks, My family has experienced a tragic loss. In that time we have also witnessed the gift of incredible healing. My Family was embraced by your community and was shown incredible kindness, love and compassion. Dad along with his entire family had been received by the place he loved so very dearly. Dad can have eternal rest knowing his family is at peace. This gift cannot be measured by words. It is a gift the seeds had been planted by his [redacted] and allowed to blossom by the grace of God. On behalf of the [redacted] family, it is my privilege to offer my thanks to you Father Abbot, to Brother Linus, Father Jim, Father Gordon, Brothers Walter and Christopher, Paul Richards and the entire Monastic community at St Johns.

Your friends in faith.

---

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**Abbot John Klassen's private account**

---

**From:** Abbot John Klassen's private account  
**Sent:** Wednesday, March 07, 2007 4:40 PM  
**To:**  
**Subject:**

Hello

Thank you for kind note regarding your dad's wake and funeral here at Saint John's. I knew your dad ever since I joined the monastic community in 1971 and have always had a good relationship with him. So it was a special grace to have return to Saint John's for his wake, funeral, and burial. I am grateful to you and the extended family, for the reconciliation and forgiveness that shone through your words and actions. Your dad is at peace and I feel that our two families are again at peace. Please accept my deep gratitude for this - peace, +John

-----Original Message-----

**From:**  
**Sent:** Wednesday, March 07, 2007 7:08 AM  
**To:** Abbot John Klassen's private account  
**Cc:**  
**Subject:**

Dear Father Abbot,  
My Mother asked me to write to you on behalf of the family. I want to extend our eternal gratitude to the entire Monastic community for their prayers, kindness and love that was given to our family. In my Fathers life, he celebrated his faith with his family in many ways we still are understanding. Dad often quietly counseled each of us in our lives to be people of compassion, to love and understand each other and to forgive to be forgiven. These lessons we learned over the course of our lives sometimes came through very difficult times. It is now through celebrating the life of our Father, Husband, Grandfather and Great Grandfather that we have come to understand the gifts each of us has received. During the course of the last weeks, My family has experienced a tragic loss. In that time we have also witnessed the gift of incredible healing. My Family was embraced by your community and was shown incredible kindness, love and compassion. Dad along with his entire family had been received by the place he loved so very dearly. Dad can have eternal rest knowing his family is at peace. This gift cannot be measured by words. It is a gift the seeds had been planted by his son, and allowed to blossom by the grace of God. On behalf of the family, it is my privilege to offer my thanks to you Father Abbot, to Brother Linus, Father Jim, Father Gordon, Brothers Walter and Christopher, Paul Richards and the entire Monastic community at St Johns.

Your friends in faith,

---

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**Abbot John Klassen's private account**

**From:**  
**Sent:** Monday, March 12, 2007 9:02 PM  
**To:** Abbot John Klassen's private account  
**Subject:** Re: grief and prayer...

Abbot John,

Thank you for your time and thoughts shared as I realize that you are a very busy man! Any help in psalms to pray or guidance you could offer would be greatly appreciated and well received. I feel like I am back to myself at work and home, for the most part, but I can't seem to connect the dots when it comes to praying using my own thoughts and words. (Very closely to the experience that you shared you experienced back in 1994 when your father passed.) After reading your message several times I get the message that perhaps you are telling me that with continued prayer (written) that God will help me through this rough spot. I await any additional advice/guidance that you may have to offer.

I wish I was able to give something equally measurable back for all that you have offered me and my family during this time of crisis. Thank you.

----- Original message -----

**From:** "Abbot John Klassen's private account" <  
**Hello**

Forgive my slow response to your thoughtful e-mail. I am really jammed right now, but I will be able to respond more fully in the next few days.

First, I was able to be there for the funeral Mass and for your eulogy – a fitting and moving tribute from a son to his dad, but spoken as well for all the members of your family, and those who knew and worked with . . . Having preached at my mom and my dad's death, believe me, I know how you feel about not being able to say it all, but that merely testifies to the infinite richness that is present in a human life well lived, and the levels of meaning that are present in each one of us.

It is not unusual for someone to have the experience that you are having right now – that is, to be in the presence of God and the words won't come. I don't know enough about your feeling state right now, but let me reflect on this and try to come back with some concrete suggestions. Be assured that it is not a lack of faith on your part – rather, it may well be the incredible experience you have come through. Grief and loss cause confusion, disconnection, a certain randomness in our thought pattern. When my dad died in 1994, I remember trying to come back into the classroom and grade lab notebooks, I couldn't get anything done. Writing a homily took me forever because I couldn't tie one thought to the next. On one level I realized I didn't care – everything paled compared to the momentous event I had just been a part of. I don't know if you are in a feeling state like this, but I think that I can suggest some psalms that are powerful and moving, and will perhaps help you clarify your feelings and pray out of them, sharing them with God. I don't know if this is helpful to you, but let me reflect some more, and keep the faith!! Peace, John

**From**  
**Sent:** Friday, March 02, 2007 4:14 PM  
**To:** Abbot John Klassen's private account  
**Subject**

3/18/2007

**OSB ECKROTH\_00686**

Hello again Abbot John Klassen,

I want to ask for your help on something personal and important. I have been struggling with prayers to God since my Dad's death. I admit that I don't have a great deal of experience in putting together my own prayers - I only really know how to say the prayers that I learned that someone else wrote, or prayers of our faith. I feel like I need to personalize my prayers and it is really getting to me that when I try to I really struggle to complete even a single prayer. My words get tangled and my mind wanders terribly.

Please help me through this, maybe God will hear you if you ask for his help for me. I have asked and it isn't working yet. I know that this might seem a bit unorthodox but I really am having a hard time with this.

I don't know if you had a chance to be present during Dad's funeral service so I wanted to attach the Eulogy that I gave that day for Dad. Please read it and let me know what I missed (It's a Word document so hopefully you can open it). I keep thinking that I missed so much that could or should have been said.

Thanks for your time, I know that you are a very busy man and you have a lot of things to do that have a much higher priority, but I truly appreciate all of what you and the entire SJU/Abbey Monastic community has done. I trust that you all have a pretty good handle on how to pray (personally) and that your prayers are all answered, so that is why I am reaching out to you now.

Sincerely,

3/18/2007

**OSB ECKROTH\_00687**

**Abbot John Klassen's private account**

---

**From:**  
**Sent:** Tuesday, March 27, 2007 9:15 PM  
**To:** Abbot John Klassen's private account  
**Subject:** Re: grief and prayer...

FYI - I didn't get anything in the mail although I have been watching... I thought I should check in with you.

Your Friend,  
...

-----Original Message-----  
**From:** Abbot John Klassen's private account  
**To:**  
**Sent:** Mar 18, 2007 2:16 PM  
**Subject:** RE: grief and prayer...

Hello

I am back in the office after a pretty wild week. I would like to follow up our e-mail exchange by sending you a book with the psalms in a user friendly translation and I would like to send you a simple listing to give points of entry, that may again give you words for your prayer. If you could send me your snail-mail address, I will get it into the mail. Peace, +John

-----  
**From:**  
**Sent:** Monday, March 12, 2007 9:02 PM  
**To:** Abbot John Klassen's private account  
**Subject:** Re: grief and prayer...

Abbot John,

Thank you for your time and thoughts shared as I realize that you are a very busy man! Any help in psalms to pray or guidance you could offer would be greatly appreciated and well received. I feel like I am back to myself at work and home, for the most part, but I can't seem to connect the dots when it comes to praying using my own thoughts and words. (Very closely to the experience that you shared you experienced back in 1994 when your father passed.) After reading your message several times I get the message that perhaps you are telling me that with continued prayer (written) that God will help me through this rough spot. I await any additional advice/guidance that you may have to offer.

I wish I was able to give something equally measurable back for all that you have offered me and my family during this time of crisis. Thank you.

----- Original message -----  
From: "Abbot John Klassen's private account" <JBK@CSBSJU.EDU>

Hello

Forgive my slow response to your thoughtful e-mail. I am really jammed right now, but I will be able to respond more fully in the next few days.

First, I was able to be there for the funeral Mass and for your eulogy - a fitting and moving tribute from a son to his dad, but spoken as well for all the members of your family, and those who knew and worked with . . . . Having preached at my mom and my dad's death, believe me, I know how you feel about not being able to say it all, but that merely testifies to the infinite richness that is present in a human life well lived, and the levels of meaning that are present in each one of us.

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-----  
From:  
Sent: Friday, March 09, 2007 2:41 PM  
To: Abbot John Klassen's private account  
Subject:

Hello again Abbot John Klassen,

I want to ask for your help on something personal and important. I have been struggling with prayers to God since my Dad's death. I admit that I don't have a great deal of experience in putting together my own prayers - I only really know how to say the prayers that I learned that someone else wrote, or prayers of our faith. I feel like I need to personalize my prayers and it is really getting to me that when I try to I really struggle to complete even a single prayer. My words get tangled and my mind wanders terribly.

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I don't know if you had a chance to be present during Dad's funeral service so I wanted to attach the Eulogy that I gave that day for Dad. Please read it and let me know what I missed (It's a Word document so hopefully you can open it). I keep thinking that I missed so much that could or should have been said.

Thanks for your time, I know that you are a very busy man and you have a lot of things to do that have a much higher priority, but I truly appreciate all of what you and the entire SJU/Abbey Monastic community has done. I trust that you all have a pretty good handle on how to pray (personally) and that your prayers are all answered, so that is why I am reaching out to you now.

Sincerely,

Sent via BlackBerry from Cingular Wireless



CATHOLIC DIOCESE OF SPOKANE  
 Catholic Pastoral Center  
 Post Office Box 1453  
 Spokane, Washington 99210-1453

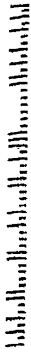


5 10 42

01/27/2009  
 031A 0002301245

Attn: Abbott Klassen  
 St. John's Abbe  
 31802 Country Rd 159  
 Colleyville, Minn.  
 56321-8015

5632182015 8050



Dear Abbott John -

Here is a copy of my  
 letter to Will Hoke  
 who is providing  
 EMDR treatment to  
 you per  
 our phone conversation.

Please feel free to  
 contact me if I  
 can be of assistance  
 Robert



Roberta Smith 1-19-08

Spokane

update on

per

EMDR - 6-7 treatments

covered in Jan thru

Colin herself - have not received  
request - set back

↳ 6-6 additional treatments -

• \$600-700 → Bill still coming -

• Got total of \$1400 for treatment

Roberta Smith

1-21-09

Bill -

EMDC people

Eye movement rapid desensitization

will bill me directly

Payment for Grammar -

Video Assistance group - very effective

Receipt # of services -

Roberta Smith

509 998 - 8340



Speaks diverse

Woman ->

Family Settlement

Has been in regular contact - with Brian Skelton  
Met with her

son

EMDR - treatment

Rapid motion desensitization

Seen it used +

Neurological change - interference with change

3 Cost between \$650 & \$750

Approved

Want move settlement ->

Self suicidal young - often in bars & off the wall



Roberta Smith, Special Assistant  
to the Vicar General  
and  
Victim Assistance Coordinator

CATHOLIC DIOCESE OF SPOKANE  
(509) 353-0442 – Fax (509) 358-7302  
1023 WEST RIVERSIDE AVENUE  
POST OFFICE BOX 1453  
SPOKANE, WASHINGTON 99210-1453

January 26, 2009

N.I. Children's Mental Health  
1301 N. Division  
Sandpoint, Idaho 83864

Attention: Jill Hicks  
Re:

Dear Jill

First, I would like to thank you for the work you are doing with she is doing well and this is wonderful. I also learned that additional sessions with you. I have heard would benefit from.

I contacted Abbot Klassen at the Abbe in St. Cloud and he approved payment for that additional treatment. I did give Jon Quinn Hurst this information and hopefully you have received it and have continued to see

My financial department did request that we "remove ourselves" from the loop so I spoke with Abbott Klassen and he has agreed that it would be fine for you to send your bills for treatment directly to him and he would make payment. His address is: Abbott John Klassen, OSB, PHD  
Chancellor, St. John's Abbe  
31802 Country Road 159  
Collegeville, Minn. 56321-2015

I am sending copies of this letter to Abbott Klassen and to Jon Quinn-Hurst so they are aware of this new payment plan.

Again I thank you for the help you are providing and if you should need my help at any time in the future please contact me.

Sincerely,

Roberta Smith  
Victim Assistance Coordinator for the Diocese of Spokane  
Cc: Abbott John Klassen, OSB; John Quinn-Hurst

OSB ECKROTH\_00692



## NORTH IDAHO CHILDREN'S MENTAL HEALTH

**Providing mental  
health services to  
children and  
families of  
Northern Idaho.**

February 2, 2009

Abbott Klassen, OSB, PHD  
Chancellor, St. John's Abbe  
31802 Country Road 159  
Collegeville, Minn. 56321-2015

**Programs:**

- *Child and Family  
Mental Health  
Program*
- *Child Mental Health  
Rehabilitation  
Program  
(Psychosocial  
Rehabilitation)*
- *CHART- Children's  
Autism Research  
and Treatment  
Program*
- *CHART- Targeted  
Case Management*
- *ESC- Service  
Coordination for all  
ages.*

Re:

Dear Mr. Klassen,

has been receiving ongoing therapy here in our office with Jill Hicks, LCPC. The Catholic Diocese of Spokane has been paying for these sessions. We have since exhausted the approved sessions and Roberta Smith has informed us that we are to now send you the bills for any ongoing therapy deemed necessary. Enclosed you will find the letter stating this

If we could get confirmation from you as to how many you will pay for, that would be very helpful. Jill feels that she is in great need of more ongoing therapy and would like to see her receive an additional 16 visits.

If you could confirm this at your earliest convenience, that would be greatly appreciated continues to see Jill on a weekly basis.

You may contact either Jill or I at the address listed below, or you may fax your response to 208-263-8160.

Sincerely,

Kim Bendickson  
Office Manger

Enc.

**1301 N. Division St, SANDPOINT, IDAHO  
VOICE: 208-265- 6798 FAX: 208-263-8610**



~~SECRET~~

3/10/11

75-28-919

Pay to the order of Jeff Anderson & Associates Trust Account

**Bremer Bank**

1100 West St. Germain Street  
St. Cloud, MN 56301 • 320-251-3300  
1-800-908-BANK • Bremer.com

Security Features  
Detailed on Back

~~SECRET~~

Settlement of

claim

*Andrew P. [Signature]*

MP

FULL AND FINAL RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment of \_\_\_\_\_, the receipt and sufficiency of \_\_\_\_\_ which is hereby acknowledged \_\_\_\_\_ (hereafter "Releasor"), has released and discharged, and by these presents does for himself and for his heirs, personal representatives, successors and assigns, release, acquit and forever discharge Father Cosmos Dahlheimer and Father Richard Ekroth, and the Order of Saint Benedict, and any other School owned and/or operated by Order of St. Benedict and/or St. John's University and The Diocese of St. Cloud or any School or facility where Father Cosmos Dahlheimer and Father Richard Ekroth, worked together with any and all present and former Order of St. Benedict and/or St. John's University and The Diocese of St. Cloud priests and religious women in or associated with the Order of St. Benedict and/or St. John's University and The Diocese of St. Cloud, and all other priests and nuns, Brothers, and each and every one of the aforementioned parties' former and current Agents, Administrators, Members, Predecessors, Servants, Heirs, Executors, Faculty Members, Volunteers, Staff Members, Priests, Teachers, Schools, School Principals, School Administrators, Directors, Officers, Employees, Agents, Representatives, Successors and Assigns associated with any of them, and any insurers, re-insurers, risk pooling trusts, and selfinsurers, and all other persons, firms and corporations against whom any liability, direct or indirect, might be asserted,

(hereafter individually and collectively "Releasees"), of and from all known and unknown actions, causes of action, claims for relief, claims, demands, rights, damages, costs, expenses, compensation, loss of services, loss of income, loss of consortium, loss of enjoyment of life, emotional distress, mental anguish, medical expenses, funeral expenses, rights of contribution, rights of indemnity, rights of subrogation, rights of reimbursement and all consequential and incidental damage on account of, or in any way growing out of, all known and unknown injuries, including death and property damage, and all other damages of whatsoever kind, whether economic or non-economic, whether compensatory or punitive or whether property or personal, together with all known and unknown consequences from all such injuries, death and damages resulting, or to result, from any act, omission, matter or thing occurring prior to the date of this Release, including, but not limited to any claim of whatsoever kind arising from or relating to or resulting from any and all alleged sexual molestation, sexual abuse, battery, assault, verbal abuse, physical abuse, and intimidation, inflicted upon \_\_\_\_\_ by Father Cosmos Dahlheimer and Father Richard Ekroth, or any other former or current teacher, staff member, faculty member, religious member, volunteer, or employee including but not limited to sexual misconduct, sexual abuse, sexual molestation, battery, physical abuse, emotional abuse, verbal abuse, intimidation, negligence, negligent hiring, negligent supervision, negligent retention, negligent entrustment, negligent failing to warn, breach of fiduciary duty, conspiracy, fraud, intentional infliction of emotional distress, negligent



infliction of emotional distress.

THIS RELEASE INCLUDES ALL PRESENT AND FUTURE CLAIMS OF WHATSOEVER KIND, WHETHER KNOWN OR UNKNOWN AT THE PRESENT TIME, WHETHER TEMPORARY OR PERMANENT, WHETHER EXPECTED OR UNEXPECTED, WHETHER ECONOMIC OR NON-ECONOMIC, WHETHER COMPENSATORY OR PUNITIVE AND WHETHER PRESENTLY OR LATER DISCOVERED, INCLUDING, BUT NOT LIMITED TO, ALL INJURIES, INCLUDING DEATH, AND DAMAGES OF WHATSOEVER KIND, WHETHER PROPERTY OR PERSONAL, RESULTING, OR TO RESULT, FROM THE MATTERS REFERENCED ABOVE.

Releasor expressly represents, warrants and agrees as follows:

1. Releasor has relied wholly upon Releasor's own judgment, belief and knowledge of the nature, extent and duration of any injury, loss or damage resulting or to result from the matters referenced above, and Releasor's own evaluation of all claims of whatsoever kind which were or could have been asserted as a result of any of those matters; and Releasor was not influenced to any extent whatever in making this Release by any representations or statements regarding those or any other matters, which may have been made by Releasees or by anyone representing Releasees or employed by Releasees.
2. Releasor elects to and does assume all risks for injury, including death, loss or damage claims of whatsoever kind, whether known or unknown at the

present time, whether expected or unexpected, whether temporary or permanent, whether economic or non-economic, whether compensatory or punitive, whether presently or later discovered, and whether as a consequence of or incidental to some known or unknown injury, including death, loss or damage, and includes within the scope of this Release all such claims of whatsoever kind against Releasee. Releasor hereby expressly waives all rights Releasor may have and further agrees that Releasor's acceptance of the consideration for this Release satisfies all rights and claims of whatsoever kind Releasor now has or may have had or may in the future have arising out of any of the matters referenced above.

3. Releasor will indemnify, hold harmless and defend at Releasor's own expense, Releasees from all past, present and future liens and claims of any person or entity, including, but not limited to, any insurer, attorney, government agency, Social Security, Medicare, Medicaid, medical care provider, mortuary or other person or entity who may assert a right of subrogation, right of indemnity, right of reimbursement or other interest of any kind howsoever designated in any amounts paid or to be paid in settlement of or compensation for any injury, death, loss or damage, whether economic or noneconomic, whether compensatory or punitive and/or whether personal or property, including, but not limited to, medical care, legal representation, public assistance, maintenance, rehabilitation, medical assistance, general welfare, lost income, insurance and/or

property damage resulting or to result from any of the matters referenced above.

4. The consideration aforesaid is intended to cover all past, present and future medical, legal and other expenses, and Releasor is signing this Release for and on behalf of all insurers, hospitals, clinics, physicians, healthcare providers, mortuaries, attorneys and government agencies who now have or may have had or may in the future have a claim for subrogation, indemnity, reimbursement or other interest in any of the proceeds from the settlement however that interest may be designated.

5. Releasor understands that none of the Releasees know the full extent of any obligations Releasor may have to pay, reimburse or re-pay any insurers, attorneys, hospitals, clinics, physicians, healthcare providers, mortuaries, government agency, Social Security, Medicare, Medicaid and/or others; and, therefore, Releasor will first deposit any settlement checks into Releasor's attorney's trust account so that the consideration for this Release may be disbursed by Releasor's attorney in the proper amounts to the appropriate persons as their interests may appear or exist.

6. Releasor will satisfy any judgment rendered against anyone or more of the Releasees as a result of any past, present or future lien and/or claim asserting a right of subrogation, right of indemnity, right of reimbursement or other interest of any kind whatsoever in any of the proceeds from the settlement or as a consequence of any matter referenced above. No further amount will be paid by

Releasees or by anyone on Releasees' behalf at any time for any such purpose.

7. The consideration referenced above is intended to be full compensation for all known and unknown injuries, death, losses and damages of whatsoever kind, whether economic or non-economic, whether compensatory or punitive and whether personal or property, sustained or to be sustained as a result of the matters referenced above; and Releasor has waived and assumed the risk of any and all claims of whatsoever kind which presently or in the future may exist, but of which Releasor does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect Releasor's decision to sign this Release.

8. The terms specified in this Release are accepted as a complete compromise of matters involving disputed issues of law and fact; and Releasor has assumed the risk that the facts or law may be other than what Releasor may believe.

9. Releasor will not enforce any judgment against any or all of the Releasees in the event any Releasee is assigned any liability in any lawsuit or other proceeding involving any matter referenced above.

10. Releasor has not, directly or indirectly, assigned, encumbered or otherwise transferred any interest in any action, suit, debt, claim, cause of action, sum of money, agreement, damage, or demand intended to be released and discharged by this Release; and no other person or entity has any interest of any kind in any of the released claims.

11. This Release shall be construed in accordance with and governed by the laws of the State of Minnesota and any action to enforce the terms of this Release shall be commenced in the District Court for the State of Minnesota, Seventh Judicial District, Stearns County.

12. Releasor and his attorney agree to indemnify, hold harmless and defend Releasees, their counsel and insurer from any and all claims by any and all government agencies/entities, State or Federal, for conditional payments, liens, subrogation or indemnification interests of any kind or nature arising out of an incident that occurred in approximately 1967 through 1969 and in 1971 in the Sanctuary at St. Augustine's and at a camp on Lake Bemidji.

13. In any action brought to enforce or interpret the terms of this Release (including the defense of any action brought by any entity described in paragraph 5 above in pursuit of their right of reimbursement from the Releasor), the prevailing party in such action shall be entitled to recover all costs and expenses incurred in such action, including reasonable attorneys' fees.

14. This Release represents a compromise and settlement of a disputed claim. Any payment referenced above is not to be construed as an admission of liability on any Releasee's part. All Releasees expressly deny any liability to the Releasor.

15. Releasor has had the benefit of the advice of counsel of Releasor's own choice in the negotiation and execution of this Release. This Release shall be construed liberally to carry out its objectives and shall not be construed against

any party.

16. No promise, inducement or agreement not herein expressed has been made to Releasor by Releasees or by anyone representing Releasees or employed by Releasees.

17. Minnesota law shall govern the interpretation of this Release.

18. Releasee, The Order of Saint Benedict, agrees to perform the following non-monetary actions:

A. Website. The Order of Saint Benedict will more prominently display sexual abuse information and the website will be structured to provide a place to post a mutually agreeable letter describing this settlement and survivors' stories.

B. Safety Violations. The Order of Saint Benedict will continue to bring safety violations with minors to the attention of the External Review Board for their review.

C. Confidentiality agreements. The Order of Saint Benedict herewith abrogates any confidentiality agreements that might exist in settlements it has entered in to subject to the right of the other settling party(ies) to maintain that confidentiality agreement if he, she or they desire to do so and agrees to pose this on the Abbey's website.

D. Abbey Policy on Sexual Abuse and Exploitation and Questionnaire. The Order of Saint Benedict will institute a policy of requiring all members of the Abbey working on outside assignments or with minors or in an Abbey leadership position to sign an Acknowledgement of Receipt of the Abbey Policy on Sexual Abuse and Sexual Exploitation and a Background Questionnaire Concerning Sexual Abuse.

E. Public statement of misconduct. If allegations against a monk who is or has served in a parish are found to be credible, a prepared statement will be read at all the Sunday masses if approved by the Diocese in which the parish is located. If the allegation involves an incident that took place in a parish, a parish meeting for the parishioners will be held if approved by

the Diocese in which the parish is located. The meeting should be limited to parishioners. Along with the pastor who chairs the meeting, the Abbot, a representative of the diocese, and the sexual abuse victim's advocate should be present.

19. This Release contains the ENTIRE AGREEMENT and the terms of this Release are contractual and not a mere recital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

STATE OF MINNESOTA        )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_ known to me to be the person who is described herein and who executed the within instrument and acknowledged to me that s/he executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

722681

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned \_\_\_\_\_, being of lawful age and sound mind, for the sole consideration of the sum of \_\_\_\_\_ me in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby for myself and my heirs, executors, administrators, successors, and assigns release, acquit, and forever discharge THE ORDER OF ST. BENEDICT, INC., SAINT JOHN'S ABBEY, SAINT JOHN'S PREPARATORY SCHOOL, and their insurers, THE CONTINENTAL INSURANCE COMPANY (hereinafter: "THE ORDER DEFENDANTS"), FATHER RICHARD ECKROTH, any School or Facility where FATHER RICHARD ECKROTH worked as a teacher, staff member, or faculty member, any other school owned and/or operated by THE ORDER DEFENDANTS, any school or facility where FATHER RICHARD ECKROTH worked together with any and all present and former priests, brothers, religious women, and monks in or associated with THE ORDER DEFENDANTS, all other priests, brothers, religious women, and monks, and each and every one of the aforementioned parties' former and current agents, administrators, members, predecessors, servants, successors, heirs, executors, volunteers, staff members, administrators, officers, directors, employees, insurers, risk pooling trusts, and self-insurers, of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which he has had, now has, or which may hereafter accrue on account of or in any way growing out of any and all known, foreseen and unforeseen bodily, mental, and personal injuries, loss of consortium, loss of service, property damage, punitive damages, emotional and mental suffering, and the consequences thereof, resulting or to result from any and all alleged sexual molestation, sexual abuse, sexual misconduct, battery, assault, verbal abuse, physical abuse, and intimidation, inflicted upon \_\_\_\_\_ by FATHER RICHARD ECKROTH or any other former or current teacher, staff member, faculty member, religious member, volunteer, or employee including but not limited to sexual molestation, sexual abuse, sexual misconduct, battery, physical abuse, emotional abuse, verbal abuse, intimidation, negligence, negligent hiring, negligent supervision, negligent retention, negligent entrustment, negligent failing to warn, breach of fiduciary duty, conspiracy, fraud, intentional infliction of emotional distress, negligent infliction of emotional distress, any violations of the failure to report the aforementioned conduct to any administrative or legal agencies, including, without limitation, law enforcement and/or the Department of Human Services, any claims that any of the Defendants violated any criminal or civil ordinances, statutes, or codes, including without limitation, for providing drugs and/or alcohol to a minor, and any and all other known or unknown claims or damages that \_\_\_\_\_ has or may have against THE ORDER DEFENDANTS, FATHER RICHARD ECKROTH, and any School or Facility owned and/or operated by THE ORDER DEFENDANTS, or any School or Facility where FATHER RICHARD ECKROTH worked as a teacher, staff member, faculty member or any other former or current agent, staff member, teacher, administrator, volunteer, employee, or religious member of the aforementioned parties.

The Undersigned further warrants, understands, and represents that he is releasing any and all claims against THE ORDER DEFENDANTS, FATHER RICHARD ECKROTH, and any School or Facility owned and/or operated by THE ORDER DEFENDANTS, or any School



or Facility where FATHER RICHARD ECKROTH worked as a teacher, staff member, or faculty member, and any other former or current agent, staff member, administrator, volunteer, employee, or religious member of THE ORDER DEFENDANTS arising from the alleged sexual molestation, sexual abuse, sexual misconduct, verbal abuse, physical abuse, intimidation and/or emotional abuse perpetrated by FATHER RICHARD ECKROTH, or any other former or current member, employee, volunteer, administrator, staff member, or agent of THE ORDER DEFENDANTS, FATHER RICHARD ECKROTH, and any School or Facility owned and/or operated by THE ORDER DEFENDANTS, or any School or Facility where FATHER RICHARD ECKROTH worked as a teacher, staff member, or faculty member, whether such abuse is known, or unknown, recalled, unrecalled, or repressed from any time whatsoever pertaining to the alleged sexual molestation, sexual abuse, sexual misconduct, emotional abuse, verbal abuse, battery, assault, and intimidation against \_\_\_\_\_ and each and every one of these parties' current and former members, employees, agents, teachers, predecessors, servants, successors, heirs, staff members, executors, administrators, officers, and directors, including any claim that was or could have been asserted in this matter.

The undersigned understands that, pursuant to the Medicare Secondary Payer Act (42 U.S.C. §1395y) and its accompanying regulations, and as a condition of the settlement of the subject claim, THE ORDER DEFENDANTS must consider and protect the interests of Medicare. The Undersigned certifies that at the time of the execution of this Settlement Agreement (1) he has not and is not currently receiving Medicare benefits; (2) he will not receive Medicare benefits within the next sixty days, nor is it his intent to seek such benefits at the time of the execution of this settlement; and (3) that Medicare has not made any conditional payments arising from or related to injuries stemming from the facts at issue in this lawsuit.

The Undersigned's Counsel certifies that he has determined that \_\_\_\_\_ is not currently receiving Medicare benefits and that Medicare has not made any conditional payments arising from or related to injuries stemming from the facts at issue in this lawsuit.

In the event any Medicare reimbursement claim does arise, the Undersigned understands that all of Medicare's claims arising from treatment for the subject injuries must be paid from the settlement proceeds of this case and remain an obligation of the Undersigned to ensure proper reimbursement.

The Undersigned agrees to indemnify and hold harmless THE ORDER DEFENDANTS, and its insurers and attorneys from any and all actions, claims, liens, penalties or demands of any nature that are filed or will be filed in connection with Medicare's reimbursement claims for the subject injuries. In case any suit or other proceeding shall be brought on account of Medicare's reimbursement claims, the Undersigned agrees to pay all costs, expenses, and attorney's fees incurred in THE ORDER DEFENDANTS', its insurers', and attorneys' defense of such claim/action and agree to pay all judgments which may be incurred or claimed against THE DEFENDANT ORDER, its insurers and attorneys.

The Undersigned further agrees to indemnify, defend, and hold harmless, THE ORDER DEFENDANTS from any claims by Medicare in addition to any other claims by any third party lienholders related to this accident.

The Undersigned agrees that he is personally and solely responsible for payment and satisfaction of any and all liens and medical expenses relative to his personal injury cause of action against THE ORDER DEFENDANTS, including, but not limited to, any and all subrogation rights, consortium claims, wage loss liens, workman's compensation liens, public aid liens, medical provider liens, contribution claims and/or attorney liens. The Undersigned further expressly agrees to assume all liability regarding any and all liens or other encumbrances which now exist or which may, in the future, be imposed upon any sums paid hereunder including but not limited to attorney's liens, sheriff's liens, divorce liens, worker's compensation or other insurance liens, hospital liens, physician's liens, and/or any liens imposed by any county, state or federal agency(ies).

The undersigned intends this Release as a good faith compromise settlement of a personal physical injury claim on the part of all the entities and individuals identified herein and is not to be construed as an admission of liability.

All sums set forth herein constitute damages in a case involving physical injury or physical sickness, arising from the sexual abuse of \_\_\_\_\_ by FATHER RICHARD ECKROTH, and are intended to fall within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The Undersigned understands and acknowledges that the terms of the Release do not make any representations as to the applicability of Section 104(a)(2) to the circumstances of this case.

The Undersigned understands and hereby declares and represents that the injuries and damages sustained by him are and may be permanent and progressive in nature and are known and may be unknown at this time, and that recovery therefrom is uncertain and indefinite, and that there may be unknown or unanticipated injuries, losses, emotional and mental suffering, medical expenses, and other expenses or damages resulting from the aforesaid alleged acts of sexual molestation, sexual abuse, sexual misconduct, emotional abuse, verbal abuse, battery, assault, and intimidation, and that in executing this Release of All Claims of THE ORDER DEFENDANTS, and FATHER RICHARD ECKROTH, it is understood and agreed that this Release is intended to include all such injuries, losses, medical expenses, and other expenses or damages whether known or unknown.

The Undersigned understands and hereby further declares that the alleged acts of sexual molestation, sexual abuse, sexual misconduct, emotional abuse, verbal abuse, battery, assault, and intimidation occurred from time to time and all such acts may be known or unknown, and all such acts, whether known or unknown, occurring at all times, are included within this Release of all Claims.

It is further understood, specifically agreed, and expressly stipulated that in consideration of Release of All Claims \_\_\_\_\_ will indemnify, hold forever harmless, and defend the parties being released against any loss from any and all further medical liens, hospital liens, doctor liens, and actions, in law or in equity, that may be brought by providers of medical, psychiatric, psychological and/or counseling services, and/or providers of legal services resulting from or to result from the occurrences alleged by \_\_\_\_\_, including, but not limited to,

claims for attorneys' fees, medical and psychiatric expense, hospital expense, counseling fees, psychological expense, drug expense, surgical and doctor fees and/or nursing fees further warrants and has waived any right to recover counseling or medical expenses from any of the parties release hereunder.

In entering into this Release of all Claims, [redacted] has executed this Release upon consulting with his attorney about all of the terms contained herein.

In entering into this Release of all Claims, [redacted] has not relied, in any way, upon the representations or statements made or pertaining to matters involved in this action by any persons, firms, entities, religious orders and/or corporations hereby released, or made by the attorneys of such persons, firms, entities, religious orders and/or corporations released, except as expressly stated herein.

It is understood and agreed by the parties hereto that the terms of this Release are material, contractual terms, and are not merely recitals, and that the consideration described in this Release constitutes the entire agreement between the parties and the payment of any sums of the giving of any consideration in connection with this matter.

**THE UNDERSIGNED HAD READ THE RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS IT, AND HAS EXECUTED THIS RELEASE ONLY AFTER CONSULTING WITH HIS ATTORNEY.**

Witness my hand and seal this 4 day of December, 2012.

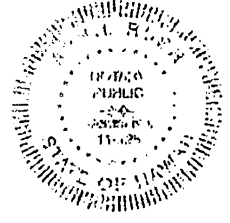
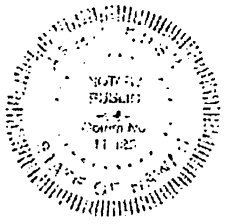
STATE OF ILLINOIS )  
City of Chicago ) SS  
COUNTY OF COOK )

On this 4th day of December, 2012, before me personally appeared [redacted] me known to be the person named herein and who executed the foregoing Release and acknowledged to me that [redacted] voluntarily executed the same.

*Doc. Description: Release of all claims  
Doc. Date: 12/12 # of Pages: 1  
1st Circuit Court of Cook County  
Signature: April Rush*

April Rush  
NOTARY PUBLIC 3rd District

April Rush  
My Commission Expires:  
May 8, 2015



May 19, 2014

Confireres:

On Friday afternoon I was served a Summons and Complaint regarding Father Richard Eckroth. In the process of the service, Brother Dennis and I learned that there was to be a press conference at midday, today.

On Sunday afternoon, we learned that Mr. Anderson was also going to be releasing the files of monks who have been named by the Archdiocese of Saint Paul and Minneapolis, as part of legal action there. At this time we have no information as to what is contained in those files. The following is our response statement to media inquiries:

Saint John's Abbey was made aware of these allegations against Fr. Richard Eckroth late last week. Sorting out the truth of past allegations against Fr. Eckroth is complicated by his advanced dementia. He has suffered from dementia for well more than a decade, and the disease has taken an increasingly serious toll on his health and cognitive abilities. Incidents involving Eckroth are alleged to have occurred more than forty years ago. While there have been credible claims of inappropriate behavior by Eckroth, there has also been conflicting testimony regarding allegations against him. For many years, he has lived under close monitoring, both because of his disease and as a result of restrictions imposed on him. As we have in the past when credible allegations have been presented against members of the monastic community, we will cooperate to seek the truth.

Over ten years ago Saint John's Abbey made public the names of the five monks named today. They were also included in the list of names we released this past December. Saint John's has complied with all court orders it has received regarding the production of documents.

As a community, Saint John's holds any form of sexual abuse to be morally reprehensible and a violation of our vow to a celibate and chaste life committed to mutual respect among all persons. Thus, over the past decade, we have developed policies and procedures to respond responsibly and effectively to investigate allegations of abuse, to hold accountable those who have abused, to keep the community safe and to reach out to victims with sincere offers of pastoral counseling. In addition, all members of our community against whom established allegations have been made are covered by restrictive safety plans, and we prominently display sexual abuse information on our website. Saint John's continues to be dedicated to working with survivors of abuse. We are committed to doing everything possible to assure that the mistakes of our past are not repeated. Information on Saint John's commitment to the safety of young people can be found at <http://www.sainjohnsabbey.org/info/safe-environment/>.

Abbot John

OSB ECKROTH\_00697

## Suits allege St. John's Abbey monk abused 2 'cabin kids'

By JEAN HOPFENSBERGER  
hopfen@startribune.com

The clergy sex abuse lawsuit against the Twin Cities archdiocese headed northwest Monday, when documents related to child abuse by five monks at St. John's Abbey in Collegeville, Minn., were released and a lawsuit was filed to pry open the abbey's files.

The letters and internal memos were among the thousands of pages of documents the Archdiocese of St. Paul and Minneapolis provided to attorneys as part of a lawsuit.

They covered five monks previously identified as abusers — including the Rev. Richard Eckroth, who brought hundreds of students to an abbey cabin for overnight trips.

The suits filed Monday in Stearns County District Court focus on Eckroth and seek the full release of the abbey's files on abusers. Attorney Jeff Anderson said many of the archdiocese documents were heavily edited.

"A lot of material that should be made public hasn't been," Anderson said.

Still, the documents show that the abbey used the "geographic solution" with monks facing abuse charges, namely, they were moved to other churches, said Patrick Wall, a former monk at St. John's who now is an investigator at Anderson's law firm.

There were so many allegations against Eckroth, for example, that he was transferred to an island in the Bahamas in 1977, where he stayed for nearly 15 years, Wall said.

The two men who filed lawsuits against Eckroth Monday were among the "cabin kids" — boys Eckroth routinely brought to an abbey cabin for weekend trips, Wall said.

The lawsuit claims that Eckroth engaged in "unpermitted sexual misconduct" at the cabin with one of the plaintiffs from age 8 to age 10, and the other from age 10 to age 13.

Handwritten notes from the abbey showed that more than 300 students went with Eckroth to the cabin from roughly 1970 to 1974, before he was

sent to the Bahamas. Now 87, the former parish priest and philosophy professor lives at the abbey, Wall said.



Eckroth

### How complaints were handled

The archdiocese files show how abuse complaints were addressed at the chancery, at least 15 years ago. In a 1997 memo, then-Archbishop Harry Flynn writes about a lawsuit filed against Cosmas Dahlheimer and Thomas Gillespie, which "has reached a key juncture at which we as an Archdiocese must consider whether it is our best interest to notify members" of the Church of St. Bernard in St. Paul and St. Mary's Catholic Church in Stillwater — where the priests served.

"Normally, common sense would dictate that we withhold information from the public for at least two good reasons," Flynn wrote. "First, the lawsuits may be settled outside of court and not become a matter of public record. And second, an early release of information gives the media a longer period of time to sensationalize the story."

Flynn goes on to recommend,

however, that he and the Rev. Kevin McDonough, then the chancery's point person on abuse, prepare a memo that would be read at masses at the churches.

The documents posted on Anderson's website discuss everything from payments for psychological therapy for victims to temporary assignments for priests.

The files were obtained in a lawsuit filed in Ramsey County last year by John Doe 1, who claims he was a sex abuse victim of former priest Thomas Adamsen. The "nuisance" lawsuit against the archdiocese and the Diocese of Winona argues that the church put public safety at risk by allowing the clergy who abused children to continue to work. The nuisance provision allowed Anderson attorneys to depose Archbishop John Nienstedt in March.

The lawsuit filed in Stearns County makes similar charges, which allows attorneys to seek broad range of evidence.

Jean Hopfensberger • 612-673-4511

# Abbey responds to suit, cites dementia

Monk Richard Eckroth accused of abusing boys in early 1970s

Times staff report

St. John's Abbey released a statement Monday, the day after St. Paul attorney Jeff Anderson publicly announced his intentions to file a lawsuit against the Benedictine monastery and one of its monks, Richard Eckroth.

Eckroth is accused of sexually abusing two young boys at a cabin in northern Minnesota during the early 1970s when they were parishioners at the Church of St. Joseph in St. Joseph.

Anderson held a news conference at noon Monday to announce the filing

in Stearns County court. Anderson announced the key points of the press conference in an email to media Sunday.

"Sorting out the truth of allegations against Father Eckroth is complicated by his advanced dementia," St. John's Abbey spokesman Aelred Senna wrote in a news release Monday. "He has suffered from dementia for well over a decade, and the disease has taken an increas-

ingly serious toll on his health and cognitive abilities," the release states. "Incidents involving Eckroth are alleged to have occurred more than forty years ago. While there have been credible claims of inappropriate behavior by Eckroth, there has also been conflicting testimony regarding allegations against him."

Eckroth was listed among clergy credibly accused of sexual abuse of

minors by St. John's Abbey in a December report and by the Diocese of St. Cloud in a January report. Eckroth was living in Collegeville at the time of both reports.

"As a community, Saint John's holds any form of sexual abuse to be morally reprehensible and a violation of our vow to a celibate and chaste life committed to mutual respect among all persons," Senna's release states. "Thus,

over the past decade, we have developed policies and procedures to respond responsibly and effectively to investigate allegations of abuse, to hold accountable those who have abused, to keep the community safe and to reach out to victims with sincere offers of pastoral counseling... We are committed to doing everything possible to assure that the mistakes of our past are not repeated."

# Run of Abuse Claims Seen

Those who say they were molested by priests face a year-end deadline for filing legal actions. Settlement talks are continuing.

By JEAN GUCCIONE  
AND WILLIAM LOBBELL  
*Times Staff Writers*

With a year-end deadline approaching, those who say they were abused long ago by Roman Catholic priests are expected to file an avalanche of injury claims that could once again rivet attention on the church scandal after months of negotiations in secret.

"The pressure in California is building to a breaking point, but you haven't seen it bubble to the surface yet, because the litigation is in the early stages," said Jeffrey R. Anderson, a St. Paul, Minn., lawyer who was among the first in the nation to sue the Catholic Church for failing to protect children from the priests who molested them.

Over the last year, public attention in Southern California has focused on the short-lived criminal prosecution of more than a dozen present and former clerics, including one whom police plucked dramatically off a cruise ship in Alaska. But since a U.S. Supreme Court ruling threw those criminal cases out of court, victims have been turning to the civil courts.

Across the country, settlements have been accelerating. The Archdiocese of Chicago agreed in October to pay \$12 million to 19 people who said they were abused by priests. The Kentucky Diocese of Covington pledged \$5.2 million to 27 alleged victims.

The Louisville, Ky., Archdiocese said in June it would pay \$25.7 million to nearly 250 alleged victims. And the Diocese of Manchester, N.H., reached a \$6.5-million settlement with 61 alleged victims.

But experts widely expect any settlements in California to dwarf others, even those in Boston, where the scandal broke. The Boston Archdiocese agreed in October to pay \$85 million to 552 victims.

Beverly Hills attorney Raymond P. Boucher, lead counsel for the plaintiffs in the Southern California cases, estimates that more than 500 claims will be filed statewide before the end of the year.

"Los Angeles is unique," Boucher said. "The enormous number of children who were sodomized and raped and victimized by [See Settlements, Page B6]"

# Priest Abuse Claims Expected to Grow by Year's End

Settlements, from Page B1] priests is greater than in any other archdiocese anywhere else in the country."

The California plaintiffs enjoy significant legal advantages over Boston claimants, according to Stockton attorney Larry Drinn, who, with Boucher, represents about 300 clients in southern California. Unlike their California counterparts, those seeking redress in Boston were faced with expired statutes of limitations in most cases and a 20,000 limit on suits filed against charitable organizations.

Although the figure is hotly contested by insurance companies and church lawyers, Boucher estimates that the Archdiocese of Los Angeles, the largest diocese in the U.S., has more than \$10 billion worth of insurance coverage available from several carriers to pay claims for several decades in which the abuse is alleged.

## Statute Lifted

California lawmakers opened a window of opportunity by lifting the statute of limitations for one year, 2003, to allow victims of childhood sexual abuse to sue employers who failed to protect children from known molesters.

The state had previously added many others in litigating ex abuse claims against the Catholic Church because California law bars alleged victims of childhood abuse from filing civil suits after their 26th birthdays, Anderson said.

In recent settlements, the Diocese of San Bernardino and Missionaries of the Sacred Heart, a religious order, agreed in July to pay \$4.2 million to two

## Settlements

Major multi-plaintiff settlements since the Catholic Church sex scandal came to light in 2002.

| Diocese                   | Settlement amount | No. of victims/ plaintiffs | Date           | Average per plaintiff* |
|---------------------------|-------------------|----------------------------|----------------|------------------------|
| Archdiocese of Boston     | \$85.0 million    | 552                        | October 2003   | \$153,985              |
| Archdiocese of Louisville | 25.7 million      | 250                        | June 2003      | 102,800                |
| Diocese of Tucson         | 15.0 million**    | 11                         | February 2002  | 1,363,636              |
| Diocese of Providence     | 13.5 million      | 36                         | September 2002 | 375,000                |
| Archdiocese of Chicago    | 12.0 million      | 19                         | October 2003   | 631,578                |
| Archdiocese of Seattle    | 7.9 million       | 15                         | September 2003 | 526,666                |
| Diocese of Manchester, NH | 6.5 million       | 61                         | May 2003       | 106,557                |
| Diocese of Covington, KY  | 5.2 million       | 27                         | October 2003   | 192,592                |
| Diocese of Camden, NJ     | 880,000           | 23                         | March 2003     | 38,260                 |
| Diocese of Metuchen, NJ   | 800,000           | 10                         | January 2003   | 80,000                 |

\*Average settlement per plaintiff/alleged victim. In practice, those affected would get a range of settlements based on severity and length of abuse.  
\*\*Reported amount. Exact figure confidential.

Source: Times reports. Researched by Times staff writer WILLIAM LOBBELL

Los Angeles Times

brothers who accused their priest of sexually abusing them. The Oakland Diocese reached a \$1-million settlement this month with a man who said he was molested more than 20 years ago.

As the first cases were being filed in January, plaintiffs' lawyers agreed to negotiate a settlement with the dioceses of Los Angeles and Orange, even before all of the claims were entered.

"We remain optimistic that the process will conclude with a negotiated settlement," said Tod M. Tamberg, spokesman for the L.A. Archdiocese. "The complexity of mediation plus the time-consuming task of investigating hundreds of claims — the vast majority of which predate 1985 — make it impossible to predict when a final settlement will be reached."

With little more than three weeks left to file older molestation civil suits against the church, alleged victims must decide whether to go to court and reopen painful childhood wounds.

A Seal Beach woman is facing the dilemma now. She is concerned not only about the public shame and humiliation associated with her charges of sexual abuse by a priest almost three decades ago, but also about her parents' reaction.

"If they take the stand, I believe they would pick the church over me," said the 45-year-old, who asked that her name not be published. (The Times' policy is to not name victims of sexual abuse without their permission.) "They are Catholics through and through."

Real progress has been made

in Orange County cases, where the parties, while still involved in the larger mediation talks, have decided to seek a compromise.

There are at least 50 claims of abuse against the Diocese of Orange, which has hired retired Los Angeles County Superior Court Judge Thomas F. Nuss to oversee the negotiations.

He is the same judge selected earlier this year to review private claims asserted by the Los Angeles Archdiocese in an effort to quash grand jury subpoenas for the now-derailed criminal investigation. Nuss, whose brother is a priest, sealed all the documents in the case, including a draft of his findings. The Los Angeles Times has appealed.

Plaintiffs' lawyers said the officials in the Orange Diocese were eager to settle their claims. Such a settlement could be in-

structive in setting up a process for the Los Angeles cases.

"It sort of lays the groundwork for what probably will happen in LA," attorney Boucher said. He and other parties to the Orange County mediation spoke to The Times in late October, before they began the secret talks.

In Orange County, there are three [insurance] carriers, a small diocese and a manageable number of claims, he said.

Commenting on the mediation, Shiri Giacomini, chancellor of the diocese, said: "There are rough spots on the road ahead, but we are on the road to reaching the bishops' often-stated goal of a prompt, fair and final resolution."

No one knows how long the mediation could take.

Anderson, the Minnesota lawyer, said cases generally get resolved when a high church official is at risk.

"The settlement of these cases is directly related to the proximity of the bishop... to the witness stand," he said.

Drivon predicted that if the Los Angeles cases were not resolved within the next 90 days, the litigation process would take two years in most instances.

He said the victims want more than just money. "In every one of these cases, there are always a series of non-monetary issues that need to be addressed — documents, disposition of priests, and policies and procedures," Drivon said. "I anticipate each of those will be a significant part of the mediation."

Irvine attorney Katherine K. Freberg said she will insist, as terms of any settlement, on policy changes and apologies from church leaders.

If the cases are not settled,

Los Angeles church officials they will challenge the constitutionality of the state law forcing the new lawsuits to litigate. Such a challenge is being by the Stockton Diocese case there.

## Repeal Criticized

"In repealing the statute limitations, the Legislature opened the church to claims that are demonstrably false and many that are able to investigate because are so old," L.A. Archdiocese spokesman Tamberg said. "Negotiated settlements cannot be reached because the church will reserve all of its assets for those claims to remain."

Los Angeles County Superior Court Judge Marvin LaRocca held the law last month in against the Seventh-day Adventist Church. He is the judge assigned to the Los Angeles clergy abuse cases. Peter Lichtman has been assigned to mediate in those

An alleged victim — a man who works overseas — he decided to sue the Orange Diocese in October to make other children remain in the wreckage of his adulthood. The former candidate for priesthood says he is unable to establish relationships with women capable of walking into a

"I think back on what would have been like, would be different," he said. "People like me are friends of the church. We the schools, observed that we did everything we posed to do."