I too, was once a kid within the St. Joe Parish who served mass on Sundays in addition to funerals and weddings and I served happily. I became a rebellious kid who skipped church, got into arguments often, attended John XXIII middle school and Cathedral High School, only because I was told to do so, but hated every minute of it. Through puberty and teens I found trouble quiet readily, and got caught in wrong doing more and more often. I went through terrible trials in my life, searching for someone/something to believe in because I wanted to, and needed to. I found alcohol, drugs, promiscuity, and a life of misdirection and lies. I too have a very difficult time with personal relationships. My ex-wife will attest to that, I am sure. Are these my sins? Yes, they are and I admit them and continue to ask for God's will to be done within my life because when I take control I just seem to screw it up. None of these things that I found gave me the answers as to where I could fit in and where I would find peace from the demons that were in me. Do you know that I still find myself telling a tale that I learned as a child? That tale is that when a person feels bad or has an ailment that it is the devil coming out of them. How twisted is that? Or is it?

To add insult to injury, coming from the Catholic Church – St. Joseph- were more messages that I was not accepted. How? I could not get married there because my first wife was pregnant with my son prior to our marriage. We were told that premarital sex was not tolerated within the church, at least in St. Joseph. When my son was born, I was told by the priest (1991) serving Richmond, MN, that I could not sign the baptism papers because I could not prove that I was the father of my son. Mind you that the state of MN was willing to accept my signature as proof. Is my word and good intention not enough proof of fatherhood to my only son? I guess that the Catholic Church is above the law, in that regard anyway. Oh, by the way, my son's mother, myself and our families were not aware of this Catholic Church law until the priest at Richmond, MN explained this at the altar during my son's baptism. I never did get an explanation from that priest as to what proof he and the Catholic church required, he simply refused my role as father to my child within the eyes of the Catholic church. Please, check out the records. Our families will attest to this. Furthermore, after my divorce, because I would not agree to have my marriage annulled by the Catholic Church, my ex-wife and son have migrated to the Luthern Church. I would not agree to say that our relationship in marriage never happened, after all, that would be saying that my son was not born out of the love that we shared. That simply was not true. By annulling the marriage it would mean that it never happened in the eyes of the church, and God. My son and my marriage were founded with the love of God and I will not deny that for any reason. I am now 34, a Christian man, remarried and a proud father of one son. I also carry a heavy load that I just cannot shake. Do you know what that may be?

I have read articles posted in the St. Cloud Times, Star Tribune and also listened to documentaries on local television that explain your involvement in the Abbey and some recently publicized accusations against St. John's clergy. As the Abbot, the highest - ranking member of your monastic community, I would imagine that you too took an oath to provide sound leadership to your brothers at St. John's. I do not envy the position that you assumed in November of 2000, as you have much work to do. I read some supposed quotes that really disturbed me. One such quote was in an article printed in the St. Cloud

Times on April 20, 2002 where you were quoted. **"Victims have been and will continue to be compensated in a commitment by the abbey to work like the devil in the community to understand what it is that allowed this to happen in the first place."** I was instantly offended by your choice of words in addition to the statement itself. Don't you think that it is the devil himself who made this all possible? It isn't just "something" that allowed this to happen, it is someone (over and over again). In my opinion, you don't have to look too far for the answers. There are people who lurch within this world who feel the divine right is theirs to ruin the lives of innocent victims. I know I am not alone as a victim of sexual abuse by a Catholic priest who is harbored at St. John's, nor am I alone in just that thought. You do remember that two of my brothers were also sexually abused/molested by one of your brothers. We have recently heard about many others, children from my community as a child growing up in the St. Joseph, MN area who came forth with similar life experiences. How sad is that?

Within that same article the reporter quotes you saying, "there seems to be compelling evidence here that Dalheimer did abuse the boys, although Dalheimer denies the allegations." You better believe that Dalheimer sexually abused me, and now I pray for that man often. I ask why nothing has or is being done about this? The state of Minnesota will not look at my case because of the statute of limitations, (three years is it?) but if you believe that there is compelling evidence and that the truth was told, why then is the Abbey continuing to harbor and protect a criminal? How is that? Why should a man of your brotherhood stand above others? He has yet to admit any wrong doing, I understand, but what about the truth? What is just here? Am I to believe that because St. John's has Cosmos Dalheimer on restrictions that he cannot harm me? I will tell you that Cosmos Dalheimer commits the same act over and over each and every day. How do I know this? Because it happens to me just that often, whether he is at St. John's "safe haven" or not. You see, victims are victims until justice is served.

I also recall reading that you are entertaining compensating someone in Idaho, who came to you with a similar experience, only with a different priest. Is it true that you are asking this person to put forward a formal request for assistance? Let me explain the experience that I had when I was told to formalize my requests to St. John's through the wonderful, highly recognized, worldly, experienced and dedicated council, that of the one and only Jeff Anderson. I was directed to take a deposition that was very difficult to do, as I was not eager to tell anyone of such a disgusting and horrible experience in my life. I did just that, I told the ugly truth about all of it. I bared my soul. It was rewarding for just one moment. Until the time that I was told to accept whatever St. John's had to offer because, you see, the statute of limitations had run out which, I was told, meant that I had no leverage in a court of law. In addition, I was told that Mr. Anderson had a much more high profile, pressing case out east that he must attend to and focus his time towards. That is why his, "associates", took over the case and recommend that we settle this one. Sound familiar? Looking back on this all, I would NEVER have gone through the humiliation had I known that the outcome was more victimization, only this time it included St. John's then current leadership & council, my own professional council. This really flies in the face of the term settlement, doesn't it?

How much more to this life experience has affected me, you ask? If someone said one day to you, Abbot Klassen, put a value on your life, what would that be? I had that question asked of me by St. John's once before, back in the early 1990's, prior to the "settlement". I was shocked and mortified at the price that your organization put on my life – that price ended up being the amount that we supposedly settled on, or as I was told, "take it or leave it". I know what I received and you do too, $11,000. I guess that the powers to be even thought that Mr. Anderson's brilliant "work" that took mere hours was worth more than my entire life as he received more than what I did. I assure you, I was not in the position to barter, nor defend myself back then. I also recognized back then as I do today that it is not for me to decide what my life is worth. I do believe it is others around me who truly know me and love me along with almighty God who will get to decide the value of my life. I will tell you now that I am not and will not ever again be inclined to respond to such a question as that. Do you have any idea what my life is worth?

I tell you what, back in the early 1990's I came forth in good faith to tell the truth about what happened to me at the hands of Cosmos Dalheimer. That was called an accusation. I call it fact. You have called it compelling evidence. When I came forward I did not exactly know what outcome to expect, but I never imagined that I would be mocked and belittled as has happened. Today, this time, as I come forward to you, willing to share the disgusting facts about this horrible experience, I do come with one expectation. I expect that you and St. John's Abbey have a clear idea of what your comfort level and abilities are in response to my case. Please respect the fact that I do not have the ability to make that determination. If you want to compensate me for the actions of Cosmos Dalheimer molesting me as a boy, this time it is up to you and St. John's to tell me what my life is worth. That is, if you disagree with what St. John's decided I was worth back in 1995. I will not tolerate further abuse by your brothers or your organization. I find it ugly and disgusting to ask a victim of such hideous crimes to request or beg for assistance from St. John's for the crimes committed by your brothers. Shame on your leaders to make such a demand!

One last thought comes from a photograph that I found in an album that my mother gave me from my childhood. I recently was paging through it and it brought up some encouraging thoughts, directly from God. It was a photo of a shrine in Iowa at the "Grotto". It was Christ's sermon on the mount. I read the words that Christ spoke that day and part of that really jumped out at me. "Blessed are they that hunger and thirst after justice for they shall have their fill. Blessed are the merciful for they shall obtain mercy." Please, Abbot Klassen, help me better understand this.

I will pray for you and your fellowship as you work through these delicate and difficult situations. I ask God to put mercy and justice on your hearts. I lift up to God the many requests for justice of those who commit devious sexual acts, harming our youth and sending those same people into a misdirected future. I pray that God use you Abbot Klassen as a beacon for others to follow as an example. May he provide you wisdom, guidance and peace as you move through your life's journey. I pray for other victims of sexual abuse, that their hearts do not become hard. I pray that they may find peace in

you, God and that you embrace them with your pure love and kindness. I pray for my family, that we unite as a strong symbol of faith in you God also that my mom, dad, brothers and sisters will one day rest in heaven with you at their side. I pray for my wife and son Lord, that they will find peace in you and comfort in your word. I pray that I may be a good leader and provider for my own family. I pray for patience. I pray for wisdom. I ask this in Jesus name.

Finally, I want you to know that I share this with you based on the recommendation and suggestion of my brothers and father, which you have previously spoken to each of them. By my family, you are held in high regard and are said to be very credible and passionate. I do not know you myself, but I do trust you indeed are the man that they describe.
I did attempt to reach you several times over the telephone. I did receive one message back on Friday, May 10, 2002 from your assistant. He said that you were very busy and had a very hectic schedule, but that you would get back to me by Saturday. That is why I am writing you today. I have this weighing on my heart so heavy and I wanted to send you my message. I too would appreciate it if you would take a few moments to speak with me. Also, I do not feel that it is fair to bring up details of my brothers, but this message should be clear. We stand together, united as one family.

Personal and Confidential

May 14, 2002

Detective Pam Jensen
Stearns County Sheriff's Department
P.O. Box 217
Saint Cloud, MN 56302

Detective Jensen:

Enclosed find the names we shared with the Stearns County Sheriff's department with their middle names.

Also I include photocopies of materials from our archives from the summer and fall of 1989. They establish that Father Richard was at Saint John's Abbey in the summer of 1989, getting a hip replacement. In September he returned to Nassau and we include a letter that he wrote from Nassau in the middle of October.

Sincerely,

Abbot John Klassen, OSB

Bennett, John Edward
Brother Andre

Dahlheimer, Raymond Jerome
Father Cosmas

Eckroth, William Anthony
Father Richard

Eidenschink, Albert Joseph
Father John

Gillespie, William Raymond
Father Thomas

Hoefgen, Francis Frederick
Father Francis

Kelly, John Dennis
Brother John

Maiers, Charles Joseph
Father Brennan

McDonald, Robert Anthony
Father Finlan

Moorse, Robert H. (for Harry)
Father Dunstan

Tarlton, Allen Paul
Father Allen

Personal and Confidential

Restricted Monks – Employment History
Focus on presence on Labor Day, 1974 and October 22, 1989

Edward

Br. Andre (John) Bennett (26 February 1930)

ASSIGNMENTS

Infirmarian St. John's Abbey	1958 – 1993
Clerical services St. John's Health Center	1993 - present

Jerome

Fr. Cosmas (Raymond) Dahlheimer (20 November 1908)

Associate Pastor St. Augustine's Parish St.Cloud, Minnesota	1969 – 1973
Associate Pastor St. Bernard's Parish St. Paul, Minnesota	1973 – 1978
Associate Pastor St. Joseph Parish St. Joseph, Minnesota	1978 – 1980
Chaplain St. Scholastica Convent St. Cloud, Minnesota	1980 – 1988
Retired St. John's Abbey	1988 (December 12) - present

Anthony

Fr. Richard (William) Eckroth (21 June 1926)

Assignments

Chaplain St. Benedict's Monastery St. Joseph, Minnesota	1967 –1973
Chaplain St. Benedict's High School St. Joseph, Minnesota	1970
Instructor St. Benedict's High School St. Joseph, Minnesota	1967 – 1970
Associate Pastor St. Augustine's Parish St. Cloud, Minnesota	1973 – 1974
Associate Pastor Seven Dolors Albany, Minnesota	1974 – 1976
Associate Pastor Holy Family Church Nassau, Bahamas Islands	1977 – 1978
Pastor/Roofer of churches/Painter of churches St. Robert's, St. Gertrude's, Sacred Heard Church South Andros, Bahamas Islands	1978 – 1986
Pastor/all around contractor St. Benedict's, St. Boniface's, Holy Angel's Church Mangrove Cay Bahamas Islands	1978 - 1986
Construction Supervisor Holy Name Parish Bimini, Bahamas	1987 – 1989
Monastic Member St. Augustine's Monastery Nassau, Bahamas	1989 – 1991

Fr. John (Albert) Eidenschink (9 August 1914)

Abbot of Saint John's Abbey	1971-1979
Pastor Seven Dolores Parish Albany, Minnesota	1979 – 1986
President American Cassinese Congregation	1983 – 1989
Associate Pastor Seven Dolores Parish Albany, Minnesota	1986 – 1987
Chaplain Mother of Mercy Nursing Home Albany, Minnesota	1987 – 1998
Retirement St. John's Abbey	August, 1998

Fr. Thomas (William) Gillespie (24 July 1937)

Missionary/Teacher San Antonio Abad Humacao, Puerto Rico	1968 – 1975
Associate Pastor St. Boniface Parish Cold Spring, Minnesota	1975 – 1976
Associate Pastor St. Bernard's Parish St. Paul, Minnesota	1976 – 1978
Pastor St. Mary's Church Stillwater, Minnesota	1978 – 1986
Pastor St. Joseph Parish St. Joseph, Minnesota	1986 – 1996

Fr. Francis Hoefgen (29 August 1950)

Transitional Deacon St. Boniface Parish Hastings, Minnesota	1978 - 1979
Associate Pastor St. Boniface Church Cold Spring, Minnesota	1979 – 1984
Associate Pastor St. Elizabeth Ann Seton Hastings, Minnesota	1984 – 1992

Br. John Kelly (28 October 1950)

ASSIGNMENTS

Director of Guidance
St. John's Prep School 1975 – 1980

Director of Administrative Services
St. John's Prep School 1980 – 1990

Fr. Brennan (Charles) Maiers (27 April 1936)

Assignments

Pastor St. Benedict's Parish Bronx, New York	1970 – 1976
Pastor St. Boniface Parish Cold Spring, Minnesota	1976 – 1983
Pastor St. Bernard's Parish St. Paul, Minnesota	1983 – 1990 (October – August)

Fr. Finian (Robert) McDonald (23 December 1928)

ASSIGNMENTS

Counseling Center Staff St. John's University	1968 – 1980
Director of Counseling St. John's University	1980 – 1982
Faculty Resident (2nd Patrick) St. John's University	1980 – 1982
Sabbatical Year Japan and Israel	1982 – 1983
Director of Academic Advising St. John's University	1983 – 1988
Missionary/Monk St. Anselm's Priory Tokyo, Japan	1988 – 1992

Fr. Dunstan (Robert) Moorse (8 December 1950)

ASSIGNMENTS

Transitional Deacon
St. Bartholomew's Parish
Wayzata, Minnesota Fall 1977

Associate Pastor
St. Bernard's Parish
St. Paul, Minnesota 1978 – 1979

Instructor in History and Theology/Prefect
St. John's Prep School 1979 – 1986

Instructor in Theology and History
Benilde – St. Margaret High School
St. Louis Park, Minnesota 1987 – 1989

Symposium Instructor
St. John's University 1989-1990

Fr. Allen Tarlton (4 December 1927)

ASSIGNMENTS

English Teacher St. John's Prep School	1973 – 1991
Drama Director St. John's Prep School	1973 – 1991

Skudlarek, William

From:

Sent: Tuesday, May 14, 2002 9:52 AM

To: Klessen, John

Subject: about richard eckroth

I would just like to tell you that I was one of the many kids Fr.Eckroth took up to St. Johns cabin back in the early 70s.

I was one of the lucky kids that was never approached by him. All I can do is tell you some of the weird things we did. Of course there was the Sauna that everyone is talking about. I remember one time we were all supposed to look for pine branches so we could slap ourselves in the sauna. He told us it was to get our blood circulating. I remember him telling us we were to run down to the lake after we were in the sauna and jump in the lake, now remember we were only about 8 to 10 years old naked and scared. One time he wanted all of us to take a sauna together, boys and girls. My girlfriend didn't have a swimsuit to put on so he told her to put on a pair of shorts, and he took a dish towel and wrapped it around her breasts. I also remember him asking her to sit on his lap while we were in the sauna. She did.

Its been so many years ago. My parents are angry at him to think they trusted this man to take up there children to this cabin. There were 3 brothers a sister and myself that were up there at different times. I Thank God that this man never touched us. At least we don't remember. I just wanted to let you know about this information.

thank you if you would like to email me my address is

5/14/02

Attn: John, You will likely find this article information and possibly useful in Fr. Rochard's case.

Date: Tue, 14 May 2002 06:58:11 -0500
From: James E Weist <pweist2000@juno.com>
Subject: Test — My review the of treatment data on Penis Pete, ND
To: caeckroth@STCLOUDSTATE.EDU
X-Mailer: Juno 5.0.33
X-OriginalArrivalTime: 15 May 2002 18:51:31.0523 (UTC) FILETIME=[873F4930:01C1FC41]

Charley,

I was concerned by some of certain clinical terms in the ST. Cloud Times Article. However, I found this article somewhat helpful.

Bottom line:

Whatever the intent of the clinicians involved, the Penile Plethysmograph test is not reliableo in any case, whether it is used to assert guilt, or to assert innocence.

Pete

The Penile Plethysmograph

in False Allegation Cases

Cowling Investigations, Inc.

One of the most controversial subjects imaginable is the penile plethysmograph and it's use, especially in preparing a defense for anyone falsely accused of sexual abuse. Although we do not use the test in our defense preparation, we do use other testing. All testing of this nature is admitted depending on the laws governing the state where you reside. It is an absolute disgrace when anyone who has been falsely accused has to "prove" their innocence, but in most cases, they are required to do just that. These tests, administered and used properly, can greatly assist in that area.

The penile plethysmograph is a machine that measures changes in the circumference of the penis. A stretchable band with mercury in it is fitted around the subject's penis. The band is connected to a machine with a video screen and data recorder. Any changes in penis size, even those not felt by the subject, are recorded while the subject views sexually suggestive or pornographic pictures, slides, or movies, or listens to audio tapes with descriptions of such things as children being molested. Computer software is used to develop graphs showing "the degree of arousal to each stimulus."

The plethysmograph directly measures the outside evidence of sexual arousal. When a man becomes sexually aroused, there is engorgement of the penis. When the penis becomes engorged, you are measuring sexual arousal, so for all practical purposes, the test is a blood pressure measurement.

The tests has been used to weed out false gays, in the treatment of sex-offenders, in sentencing decisions for sex offenders, as a condition of parole for certain sex offenders and in some child custody cases to determine if a father is or is not likely to abuse his child. Some psychologists use the PPG to measure the success of the therapy.

Some studies done on the PPG, however, have found that many so called normal men, who

My e-mail address

have not committed illegal sex acts, show considerable arousal to stimuli depicting naked children or children involved in sexual activity. In one court case, Dr. Michael Tyson, a clinical and forensic psychologist specializing in the field of sexual criminal behavior, testified that "the vast majority of individuals who commit sexual offenses against children are not sexually aroused by stimulus material involving children." His expert adversary in that case, Dr. Gullick, claimed that "the plethysmograph has been extensively studied and recently shown to be ninety-five percent accurate in discriminating between individuals who had committed sexual offenses against children and a control group that was randomly drawn from the population." Other experts have claimed that there are "studies in which the devices have failed to detect nearly one out of three known sex offenders tested."

The reliability of the device have been argued in court and penile plethysmographic evidence has been declared inadmissible because of its "questionable reliability." The case in which Dr. Tyson testified was heard by the North Carolina Court of Appeals. That Appeals Court upheld a lower court's exclusion of testimony by Dr. Gullick because her testimony was based upon the use of the penile plethysmograph. The defendant in the case was accused of sexually molesting his 5-year old stepdaughter. He called Dr. Gullick to testify that his "arousal pattern" when tested on the plethysmograph indicated that he was not aroused by children. Presumably, the defense believed that this was strong evidence that he didn't molest the child. The trial court ruled that "Dr. Gullick would be permitted to testify as to any opinions which were not based on the plethysmograph." The Appeals Court agreed with the trial court that "the instrument was of questionable reliability; that the testimony was not relevant; and that even if relevant, its probative value was outweighed by its prejudicial effect."

There is a substantial difference of opinion within the scientific community regarding the plethysmograph's reliability to measure sexual deviancy. See e.g., Barker and Howell, The Plethysmograph: A Review of Recent Literature, 20 Bull. Am. Acad. of Psychiatry and Law 13 (1992) (identifying several problems with the reliability of the plethysmograph, namely "lack of standards for training and interpretation of data, lack of norms and standardization and susceptibility of the data to false negatives and false positives," and concluding that "despite the sophistication of the current equipment technology, a question remains whether the information emitted is a valid and reliable means of assessing sexual preference").

Most courts applying the Daubert analysis have excluded evidence of penile plethysmography based upon its scientific unreliability. In United States v. Powers, 59 F.3d 1460 (4th Cir. 1995), the court excluded the penile plethysmograph test because it failed to qualify under Daubert's scientific validity prong. The evidence produced at trial clearly showed that these factors weighed against the admission of the penile plethysmograph test results. First, the Government proffered evidence that the scientific literature addressing penile plethysmography does not regard the test as a valid diagnostic tool because, although useful for treatment of sex offenders, it has no accepted standards in the scientific community. Second, the Government also introduced evidence before the judge that a vast majority of incest offenders who do not admit their guilt show a normal reaction to the test. The Government argues that such false negatives render the test unreliable. The Powers court noted the fact that it was unable to locate any decisions acknowledging the validity of penile plethysmography other than in the treatment and monitoring of sex offenders. See also, Garren v. State, 1996 WL 37987, 220 Ga. App 66, 467 S.E.2d 365 (1996)(sustaining trial court's refusal to admit evidence of test).

Most, if not all, of the courts that have reached the issue of the admissibility of penile

plethysmography tests have excluded evidence of the tests. See e.g., See, e.g. R.D. v. State, 706 So. 2d 770(Ala. Crim. App. 1997); Nelson v. Jones, 781 P.2d 964 (Alaska 1989) cert. denied, 498 U.S. 810 (1990)(judge sitting as fact finder in family relations matter rightfully gave no weight to penile plethysmograph evidence as unreliable); People v. Stoll, 49 Cal. 3d 1136, 265 Cal. Rptr. 111, 783 P.2d 698, 713 n. 21 (1989) (dicta); People v. John W., 185 Cal. App. 3d 801, 229 Cal. Rptr. 783, 785 (1st DCA 1986) (defendant failed to establish that the plethysmograph "was a reliable means of diagnosing sexual deviance" and ruled the test inadmissible). See also In re Mark C. v. San Diego County Dept. of Social Services v. David C. , 7 Cal. App. 4th 433, 445,8 Cal. Rptr. 2d 856 (1992)(penile plethysmography and other test battery excluded); Gentry v. State, 213 Ga. App. 24, 443 S.E.2d 667 (1994); Stowers v. State, 215 Ga. App. 338, 449 S.E.2d 690 (1994); Dutchess Cty. Dept. of Social Services v. Mr. G., 141 Misc.2d 641, 534 N.Y.S.2d 64, 71 (1988) ("the results of the plethysmograph as a predicator of human behavior cannot be considered"); Cooke v. Naylor, 573 A.2d 376 (Me. 1990); State v. Ambrosia, 67 Ohio App. 3d 552, 587 N.E.2d 892, 899 (1990)(penile plethysmography unreliable in classifying pedophilia); In the Interest of A.V., 849 S.W.2d 393 (Tex. Ct. App. 1993) (proponent of test failed to establish its reliability).

Penile plethysmography cannot meet Daubert's validity or relevance tests because the test results are not generally accepted, are not sufficiently accurate, the test is subject to faking and voluntary control by test subjects, there is no standardized set of stimuli or scoring used by plethysmography experts and the results are not relevant to the question of whether the Defendant is a child molester.

No test can determine whether a person will act on his feelings and desires. Anyone planning on taking the test should be aware that studies have shown:

- Plethysmograph data is totally useless for determining guilt or innocence regarding deviant sexual acts. It would be like using a personality test to convict someone of burglary.
- Plethysmographic data have no diagnostic value of any kind.
- About one-third of offenders show no arousal in the lab.
- The proper stimuli to use are not pictures, but taped fantasies. Ideally taped fantasies spoken by the offender themselves, describing the offenders' own fantasies as well as contrived ones.
- The value in plethysmographic assessment is to aid the offender in learning how to control erection responses during deviant fantasy. That is it. It has no value in "seeing if the treatment worked." Treatment should not be court-ordered.

While this discussion has been about the plethysmograph, one needs to understand that it in not the only means with which sexual preference is measured. Another means is the Abel Screen, a test designed by Gene Abel, M.D., to produce the same results, but without the use of nudity or pornography. In most cases, when one talks to individuals who use the plethysmograph, many are quick to "trash" the Abel Screen, however, the fact is, both work. This argument is akin to a polygraph examiner "trashing" a "voice stress" test. Both work, but the polygraph was here first, so, according to the polygraph examiner, it must be the best.

The Abel Screen has passed all Daubert Standards in western Louisiana and in State Courts in Texas. It is widely used around the courty, however, the same arguments that apply to the plethysmogrpah would apply to the Abel Screen. Both are used and both are widely accepted in the overall scientific community as valid testing for "treatment" but not for "identifying" a sexual offender. That is the catch, especially when attempting to admit the "testing" as a defense to a false allegation cases. There is, however, a method that I have found to be successful in my cases. Normally, a plethysmogrpah or Abel Screen alone are simply tests and, I know those tests will probably not pass the Daubert Standards. I have found a great deal of success in having my clients complete a two-day battery of tests, conducted by Dr. Abel personally. This battery consists of psychological testing, the Abel Screen, a polygraph, a drug screen and in-depth interviews by Dr. Abel. This is far more than a simple Abel Screen and, as a result, we have had absolutely no problem in having Dr. Abel personally admitted as a defense expert. I would expect the same would be true with the plethysmograph, as long as it was not the primary reason for admitting the expert.

5-15-02

Meeting with Fr Richard 3:15-4:00

I mentioned the time (?) meeting with Pam Nelson and Ken McDonald – 9:00 a.m. Thursday, May 16. Told him I thought it was going to focus on the [illegible]

Also asked Richard – did you touch girls / boys – he indicated yes but not molesting – I indicated the gentle chaste / close nurture. Some liked it – some didn't.

Asked Richard – did you ever touch boys penises or girls vaginas – he said absolutely not –

Told the story of being with boys / girls together, with swim suits on, girls getting tired and / cooling; boys taking their swimmers suits off but coming back, and catching them naked. R. scolded them & told them to go to the cabin. She brought a lantern along, thinking they needed more light – but she may have walked away feeling pretty ashamed about being deceived.

– only distinctive thing about it was Eddie coming across the cleaning of the paintings in the Sistine chapel and pointing it out to R. – "Dirty pictures, dirty pictures!" R. tried to explain that the creation of Adam / Eve by Michelangelo was the work of a brilliant artist & the representation of humanity at its highest. But [illegible] would not be convinced – [illegible]

Richard's demeanor is that of a troubling man at peace

(2)

I cannot help but wonder if he has dissociated completely from Emerson that was inappropriate.

I asked him if when this was going on, if he ever had a moment to think that somebody who he was doing might be misconstrued. He replied that he always had permission of the parents. He talked further about Fr. Otto, a priest who was a great mentor to him & took a group of boys to the possessions at Mandan. The kind of exposure was obviously what F.R. had in mind as he took the many kids up to Elsecker

Mentioned the eagles' nest & further the kids delight at finding a feather

Mentioned the two porcupines up a tree & cautioning kids not to get in their way – maybe a young one in the distance.

I asked him if he was ever aware that the kid could tell their uncle official of what was happening –

he said no –

His only vision is that the kids were having a great time – this fits into a pattern of grooming cause is not a quick look at understanding children's feelings.

He was very great bear of that may have meant they were too.

I asked him if he was ever aware that what was happening up at Emerson was pretty strange? – No

242 322-8919

1977-1983

- Rockleyshop Insurance Broker
- Nego Plastics Glass

- Firestone of allegations against Richard Eckroth
Day allegations
Day suspension

Fax 242 322-2599

Interview 5-16-02

[redacted] — Father Rehard

Ken McDonald

• Mitchell arrest —

do not have to answer questions — can have anything you want to

Sept 2, 1974 abducted

29, 1974 rock quarry — killed

purpose — general indication?

Somewhat repetitious / why now?

1977 way back — was to talked to — don't think so —

• Richard has never been interviewed by Stearns County — in this case —

→ Kentucky

media event?

William Anthony Eckrodt

6-21-26

Mandan, ND

Prep School — | not there in 1969

Wall — did have a

Albany — no idea what vehicle

1974-1976 — Associate Pastor —

did go up to a cabin — log cabin —

daughters / sisters —

grandmothers / parents said ok — how did you

Seminary — close to school — Holy Family school —

Kenny — best grandmothers

Mike

yes → 1972?

• Jim allegation — inappropriate behavior — Oct 1983

Treated or acted true

allegation in 1977 — _____ Abbot John

this is news to me

It was in the time of Abbot

1:00 → they

It was 10 or 11 a.m.

_____ — one person —

Sources

swimming pools in

never asked life magazine

_____ — do you kill the girls?

• What kind of car did Richard have in 1974 —

• Grocery — no idea Chevrolet color — Abby

• have spoken to the gramma's / RB, Will don't know

we can do today's

• DNA testing — eliminate people from situation

sample of check calls —

look it against Chevrolet

all have hair from that time

no problem

10:30

JBK

From: Stewart, Columba
Sent: Thursday, May 16, 2002 8:37 PM
To: JBK
Subject: Elisabeth Horst's letter

-----Original Message-----
From: EAHorst@aol.com [mailto:EAHorst@aol.com]
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,
Elisabeth.

Interview with Richard 5-19-02

Came to Prep School Sep 1940
graduated 1944 Valedictorian
Summer school 1944
deferment
freshman year college 1944-1945
Novitiate July 1945
First vows July 1946
Go to Rome Nov 1946
Study philosophy Licentiate
completed in 1949
No visits home between 1946-1949
Summers visited Switzerland & Northern Italy
Renewed philosophy
Greek - Thomistic philosophy.
Made retreats in Switzerland
German - Modern Greek - French (Belgium)
Came home Summer 1949

Studied theology 1949 — 1953
& taught philosophy (in 1st classes)
Ordained simply in 1952
Visitation arranged it to be with classmates
did not go out to parishes - simply
ordained a deacon 1951

who was the pastor there?

first assignment to Pine River → 1953
Never went to Detroit house
Know it existed but didn't know where it was.

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

No idea of where he was —
then drops that jumper
but west —
to Oregon
to Washington | with visitors/friend
/boyman/woman

-from Albany

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-

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.

A PRIORITAIRE PAR AVION

STRØMSGU 21.05.02 DRAMMEN

10.00 NORGE

Fr. Richard Eckroth
Saint John's Abbey
Collegeville MN 56321

OSB ECKROTH_00486

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

husband /

Jew Times
Bad press
St. John Prep + CSS

Want to start

don't work
Mental illness issues —
What happened
okay /
every weekend
→ needs some of the same things
forgotten

not
seeing made young
children
Going home

What do you want?
I don't know

Doesn't
don't go up there again

Good friend g.

Conversation with

He has not filed

Not that familiar with the case
but he might
Archbishop might be of a /or Leonin
done good work —
airport
Chair of this committee

3393

+ Employees 1000/month
725/month

Twinkies

Strange report — call Friend of

On one occasion went to cabin called a friend

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

a priest

Catholic Directory

Guardian Angels Parish

Hartmes 1962

work this area

Before 5:00

Responded to this

June 3, 1951 Cooper

June 24, 1951 Demuene

July 1 1951 Timothy

July 8, 1951 Gerlach

July 15 1951 Trugkin

July 22, 1951 Benedict

August 12, 1951 Samuel

Aug 19, 1951 Boniface

Aug 26 1951 ODO - Finton

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 —
19 Marton
July 3 Adelard
10 Sergeek
17 Cosmos
24 Cosmos
Aug 7 Arno
14 Urban
21 Urban
28 Ronald
Sept 4 John
11 Angelo

1950

June 11 Cuthbert
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	Norman		
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 Attack		
June 7	Mark		
14	"		
21	Stanley	Richard	Superior, Assumption
28	Emerick		
July 5	Stanley		
12	Sebastian		
19	Stanley		
26	Stanley		
Aug 2	Martin	Richard	Freeport
9	Stanley	Richard	Osakis
16	Emerick	"	"
23	Stanley	"	"
30	Cooper		

1957

June	13	Florian	
	20	"	
July	4	Roland	Richard Osakis
	11		Richard Melrose
	18	Roland	Richard Mpls, St. Charles
	25	Stanley	Richard Osakis
Aug	1	Roland	R " "
	8	Michael/Roland	R — Maier Grove
	15	Cosmos	
	22	Florian	Richard Osakis

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. . 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

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
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
Employee Tuition Remission	.00
Prep School Tuition Assistance	.00
Total	14106.37

4243 yearly life. OR Appropriate HMO/dental

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 1850

$504.1M

Sales This Fy = 1,143,286.40
day 234 = $4783 avg day. over order. $343

(e) spiritual direction — search for church —

· promise to get back to him

Mistakes —
Uncle Joel got down to talk to the Attorney General, "What's this I hear about your sons being abused" though AT had promised him confidentiality.

Dan Ward went to see, offered him a sum of money for confidentiality — outrage —

that's when it went legal

wanted to go up to see Cosmas & talk to him but because at this point legal proxy, AT said no.

signed by Cosmas.

Dear Father Abbot Klaus

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. John 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 at 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 wayside 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

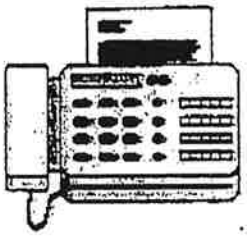
FAX

TO:

COMPANY: ST. JOHN'S ABBEY

ATTENTION: ABBOT JOHN KLASSEN

FAX NUMBER: 320.363.3082



FROM: Elizza

PAGES: 5 Includes cover

ie. Haile Selassie

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

"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: 'Peters, Doug'
Subject: RE:

Doug,

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: Peters, Doug [mailto:dwpeters@pioneerpress.com]
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,
Doug

-----Original Message-----
From: Skudlarek, William [mailto:WSkudlarek@CSBSJU.EDU]
Sent: Tuesday, June 25, 2002 10:14 AM
To: dwpeters@pioneerpress.com
Subject:

Dear Doug,

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: <maxine@annamaries.org>
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 Eckroths' 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?

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 couselor.

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, saddness, 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 the check out directly to and mail to me and I will send it to her. (that will make a copy & attach to the bill). 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 okey.

I think of you often and pray always.

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

JBK

From: Maxine Barnett [maxine@annamaries.org]
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 :on 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 occassions already. Probably you'd want to check this out with On another note, do you know when a check for counseling will be sent./ I am reassuring her that it will be coming and have also reaaured the clinic.....but she gets so nervous. is sounding better and better....motivated more alive. remains about the same..... That's about it. Oh, my brother sends greetings and prayers during this difficult time for you. Thanks for all you do and especially for who you are , Sincerely, Maxine

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,

+ John

Abbot John Klassen, OSB

cc: Prior Raymond Pedrizetti, OSB

PHONE 320 363-2544 FAX 320 363-3082

finished — 11/05/02

Marie Stegebauer

Tuscaloosa Fr. Day → 1-800 257-5673

M A R K N.
STAGEBERG
ATTORNEY AT LAW

CERTIFIED CIVIL TRIAL SPECIALIST

5101 Thimsen Avenue
Suite 201
Minnetonka, Minnesota 55345

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

. The abuse experienced by has previously been openly documented as contained in the attached affidavit of dated February 1, 1995. Our lengthy interviews with have developed many supporting circumstantial facts about the abuse by Eckroth at the cabin which make factual version extremely believable. 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 and other children buried Eckroth in the sand on the beach. Eckroth commanded that touch his penis under the sand. A fourth episode occurred while . was swimming with Eckroth and he had her again touch his penis and then he penetrated her with his finger. Eckroth was again calling a "bitch" and a "whore". Since the abuse occurred, and throughout s lifetime up to the present date, she has struggled with 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, was fully approved in 2001 for Social Security Disability benefits upon the diagnosis of

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

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. 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 does not know if she was penetrated or not in these episodes. lifetime disruption unfortunately involves her older brother , who was sexually abused by Father Eckroth at the cabin. As you may know, since childhood has had major psychiatric problems and

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 bated. 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

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:

> [illegible] has had history of fluctuating variety of symptoms, has history of [illegible] ic behaviors, some obsessive-compulsive behaviors. She describes history of recurrent flashbacks, past-traumatic abuse, primarily sexual abuse during developmental years."

Since 1993, records indicate 8 separate hospitalizations with various diagnoses [illegible]

relates to the collapse of her marriage and partial custody loss of her two children. [illegible] as 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 [illegible]. 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

cc:

2002-11-21 **Jim Lord**
3:02 PM

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

KR

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.

MARK N.
STAGEBERG
ATTORNEY AT LAW

CERTIFIED CIVIL TRIAL SPECIALIST

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Watts: 800-340-5242

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 • http:www.stagebergla

nude in the sauna
jumped in a hole in the ice
— Very scared
— did play a game called "spin the bottle"
Richard was dressed up in tights — & danced
— did bury the girls bury him in the
sand — breasts / penis
— May have touched their back / buttocks
with gentle massage
— One person
boys / girls naked
— sex lesson — body parts

— forced her to touch his penis
put a ~~[illegible]~~ knife to her throat

Children buried Richard in the sand
commanded her to touch his penis
penetrated her with his finger
raunchy language

made to undress — on sauna bench
he massaged her
1978 accused of sexual abused by
8 girls — only often
Outnumbered abuse by Richard
so hospital took away from its classes —

Office # 10,000

a little over 1 m

250,000 — 2 (1.6 M)

Central issue —

→ Litigation committee

Members of the Council —

Not authentic —

Discuss the responsibilities —

Summons and complaint — July 31

Injunction to go to the media exhibit —

Happily put together —
Pressure from clients — get
legal issues — all

Meeting of January 16 — Anderson
only people present were attorneys
— they can't be witnesses
could exclude them as attorneys

Does this constitute blackmail?
We would have to take it to the press —

Media storm has already started

Don
the real issue is the media — 50,000 cash
for

Very little communication to Stayburg
Should we start engage with them?
Put the offer in writing ?? — communicate . . .

Rule 68 —
Need to be clear that their client an offer has been made.

nuanced approach — Hi-low binding
needs skilled mediation — arbitration.

July 23-24, 1971 ( ) (what about

October 8-9, 1971 (

December 10-11, 1971 (2 times

July 12-13, 1972 (two times

November 17-18, 1972 (

Dec 1-2, 1972 (4 times —

June 11-13, 1974 (2 times

Dec 15 + 16, 1974

July 13-15, 1976

Kentrip January 8-9, 1977 ; left for Bellevue

Key people

March 26-27, 1971

OSB ECKROTH_00539

MARK N.
STAGEBERG
ATTORNEY AT LAW

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Minnetonka, Minnesota 55345

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Facsimile: 952-470-5240
Walls: 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

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

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 16th.

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 16th 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

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.

NORTHWEST AIRLINES
E-TICKET

E-Ticket Confirmation
Trip Summary and
Receipt

FYI

Attn: JOHN KLASSEN
Confirmation #

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Passenger Name(s)	Frequent Flyer Number(s)	E-Ticket Number(s)

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:

Sign up for complimentary Flight & Gate Status Notification

Your Receipt Information

E-Ticket(s) Total: $1558.50 **US Dollars**
Fare: $1432.56 **Tax:**$118.44 **PFC:**$7.50
Fee Details: **Customs Fee:**$0.00 **Immigration Fees:**$0.00 **Aphis Fee:**$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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For your convenience, you may check-in online at www.nwa.com/checkin or at a Northwest Airlines E-Service Center, available throughout the U.S. and Canada.

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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 table features include

When tried to say that Richard had done something t did 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.

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 ir

May 24, 2002

"I met with 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 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 or lunch and discuss how she was doing. 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 name showed up as his client. I spoke to 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 wit and Maxine Barnett, wit present. This lasted approximately 45 minutes. This tim 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 wit Maxine Barnett and . This was a real screaming session for 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. as been receiving counseling for the past year. received reimbursement for two plane trips that made these encounters possible.

April 22, 2003
Phone call to
Pierre Dupuch
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 Dupuch because when Dupuch's 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.

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

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

Dupuch's 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, ' ı 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,

+ Jolen

Abbot John Klassen, OSB

PHONE 320 363-2544 FAX 320 363-3082

MARK N.
STAGEBERG
ATTORNEY AT LAW

CERTIFIED CIVIL TRIAL SPECIALIST

5101 Thimsen Avenue
Suite 201
Minnetonka, Minnesota 55345

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.

Very truly,

Mark N. Stageberg

MNS:ms
Enclosures
cc:

e-mail: stageberolaw@cs.com • http:www.stageberrlaw

2003

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.

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. 78th Street, 2nd 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 respondiat 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 libel 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

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

James Lord
Attorney I.D. No.
600 W. 78th Street, 2nd 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

- If we were arresting him today I find myself
  thinking we would push
  Freedom from further [illegible] would
  for sex we don't
  Mitts - the allegation - difference state
  Very minimal for accusation of sexual abuse

- 67 when in case
  Dealing with the — suicidal tendencies. I said no —
  Shelter [illegible] — [illegible] for suicidal [illegible] —
  [illegible]

  [illegible]

- Experienced
  Shunted
  a sex [illegible] — of a child
  [illegible] with [illegible]
  [illegible] in touch with all of kinds of things —
  Boys
  Never is in the [illegible] boy —
  Should not have come the day before light —
  Legal —
  [illegible] —
  followed the recommendation —
  Mental —
  some action to pre-adolescent girls
  Virginia — profile — supportive [illegible] — [illegible]
  [illegible] interest in activity of both
  ↓
  Stronger sexual response.

Bob Stich
Mike Ford
Abbot John K.
Benedict Leuther
John Kuler

Louis Remele
Rev. Margo Morris

Senior Council

Louis Remele 612 333.3000

Rev Ray Pedrigetti
Tom Bodett
Roger Bots
Geoffrey Peck
Ken Hoefer
Roman Paul
Robin Prezzano
Hilary Thurnesch
Bill Thole

• Aim 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 14
Thursday Oct 9 Saturday Oct 18
Saturday Oct 11 Monday Oct 20
Wednesday Oct 15 Sat Oct 25 a.m.
Thursday, Oct 29 Mond Oct 27; Wed Oct 29

Passport

Media stuff

~~9:00 a.m. tomorrow in Abbot Alem~~

~~Abbot John~~

How do we prove that Rich

People to interview

Feb 23-24, 1973

c. 11-13, 1974

July 12-13 1972

Dec 1-2, 1972

November 17-18, 1972

c. 15-16, 1974

July 13-15, 1976

June 23-24, 1972

(May 4-5, 1973)

June 15-16, 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

p 11

26	18
32	20
35	
24	
24	
23	
15	
30	
29	
25	
263 !	

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 [LEWR@bassford.com]
Sent: Monday, September 22, 2003 4:02 PM
To: Ryan, Kelly
Subject: RE: October 9 or 20

I heard from the plantiffs lawyers that Mark Staggeberg 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:KRyan@CSBSJU.EDU]
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)

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 (marisa@involved.com); 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)

Abbot John Klassen's private account

From: Lewis A. Remele [LEWR@bassford.com]
Sent: Tuesday, December 02, 2003 4:11 PM
To: Robert Stich; mileswlord@aol.com; stageberglaw@cs.com; Leuthner, Benedict; Abbot John Klassen's private account; Kulas, John; marisa@involved.com; mford@quinlivan.com
Subject: RE: Jane Doe, et al. v. The Order of Saint Benedict, et al.

I am planning on it.

-----Original Message-----
From: Robert Stich [mailto:rstich@stichlaw.com]
Sent: Tuesday, December 02, 2003 4:01 PM
To: mileswlord@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

Claim Worksheet

Claimant's name: _____

Date of alleged offense: _____

Identity of alleged actor: _____

Harm[1] _____

Credibility[2] _____

Nature[3] _____

Culpability[4] _____

Community[5] _____

Response[6] _____

---

[1] What harm has been suffered by the claimant can be objectively measured by medical or mental health treatment expense and wage loss

[2] Is the claim credible because the actor admits it or the act is corroborated by evidence other than the claimant's allegations alone?

[3] What is the nature of the clamed act taking in to account the age of the claimant at the time of the act, the gender, the act itself, and whether the act was repeated with the claimant?

[4] What is the culpability of the institution measured in terms of prior notice, the response of the institution, and the number of alleged victims of the perpetrator?

[5] Balancing our responsibility to the individual clamant with our responsibility to the greater St. John's community. This last factor is the one that is most important to most of our alumni and other supporters and yet figures least in the claimants' calculus when considering our response to their demands.

[6] I.e., settlement of $ 25,000, nonmonetary conditions, etc.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE, is made and entered into this _____ day of _____, 2003, by and between ereinafter 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, stock-holders, 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 ollars 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.

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

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.~~ counseling

During the last year Abbot John Klassen has met in good faith wit and with the mily members to listen to their account of events. Abbot John Klassen and legal counsel met ~~days~~ with n and the 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 nd the amily. 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

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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.

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.

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
ould 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 occured, 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 antiroom 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 gonme 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 alledged 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, MN. The priest house was next door.
Father Richard handled around more than any other person.
said that Father never touched him. In fact he was shocked when 2 years ago he heard that Father Richard sexually molested people. He couldn't believe it.

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

The information from I heard myself

I have a niece living here in St Cloud.

RELEASE AND SETTLEMENT AGREEMENT

For the sum of

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.

2/28/2007 11:31:31 AM

GOODHUE -- The Mass of Christian Burial for Raymond J. "Ray" Vogel 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.

Mr. Vogel, 74, of Goodhue, formerly of the St. Cloud, Minn., area, died Monday (Feb. 26, 2007) at Fairview Red Wing Medical Center, as the result of a motor vehicle accident.

Raymond John Vogel was born Aug. 17, 1932, in St. Cloud, and attended St. Cloud Schools. On July 11, 1953, he married Arlene Mueller at St. John's Cantius Church in St. Cloud. He worked as a painter for Megarry Brothers and Siegler & Speiser in St. Cloud. He also worked for St. John's University and Abbey 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; four sons, Tom (Mary Jo) of Sauk Rapids, Minn., John of Yantis, Texas, Mike (Tracie) of Shakopee, Minn., and Allen (Sandy) of Albany, Minn.; two daughters, Katharine (Leroy) Anderson of Richmond, Va., and Julie Gadient of Goodhue; 17 grandchildren; two great-grandchildren; three brothers, Alfred (Elaine) of Avon, Minn., and Ralph (Mary Ann) and Louis, both of St. Cloud; and three sisters, Marcella Thies of Minneapolis, Mary (Wally) Backes of Cold Spring, Minn., and Jane Palmershime of St. Cloud. He was preceded in death by two brothers and two sisters.

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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OBITUARIES

- Robert D. Holmen -- LeRoy
- Raymond J. 'Ray' Vogel -- Goodhue
- Norma Lynn Helm -- Rochester
- Lance M. Klimek -- Rochester
- Isadore A. Adler -- Rochester
- Inez Aletha Hogle -- Lanesboro
- Delbert I. Erickson -- Rochester
- Bruce J. Larson -- Rochester
- Alvin Emil Dorn -- Rochester
- Death notices
- More Obituaries

"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.

+ John

COLLEGEVILLE MINNESOTA 56321-2015

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

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,

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

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 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 and allowed to blossom by the grace of God. On behalf of the family, it is my privelage 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,

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 thier 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 privelage 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,

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 additonal 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.

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. &nb sp;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 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.

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 unorthadox 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

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 additonal advice/guidance that you may have to offer.

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Sincerely,

Sent via BlackBerry from Cingular Wireless

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

$0.42
01/27/2009
031A 0002301245

Attn: Abbott Klossen
St. John's Abbe
31802 Country Rd 159
Collegeville, Minn
56321-2015

563212015 B050

Dear Abbott John -

Here is a copy of my letter to Bill Hilkes with a few minor EDITOR Greetings

Your phone conversation

Please feel free to contact me by cell bey anytime

Robert

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 I have heard she is doing well and this is wonderful. I also learned that would benefit from additional sessions with you.

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

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, has executed this Release upon consulting with his attorney about all of the terms contained herein.

In entering into this Release of all Claims, 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 Hawaii)
Oahu) SS
COUNTY OF Honolulu)

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

Doc. Date: 4/12 # of Pages: 1
1st Circuit Notary Date of Expiry
Signature of Notary
April Rush

NOTARY PUBLIC

April Rush
My Commission Expires:
May 8, 2015

May 19, 2014

Confreres:

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.saintjohnsabbey.org/info/safe-environment/.

Abbot John

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

By JEAN HOPFENSPERGER
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.


Eckroth

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.

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 Adamson. 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 Hopfensperger • 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 increasingly 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 LOBDELL
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

:ettlements, from Page B1]

:iests is greater than in any :her archdiocese anywhere else the country."

The California plaintiffs enjoy gnificant legal advantages over ıe Boston claimants, according • Stockton attorney Larry Dri- ɔn, who, with Boucher, re- resents about 300 clients in ɔuthern California. Unlike their alifornia counterparts, those :eking redress in Boston were :ced with expired statutes of mitations in most cases and a 30,000 limit on suits filed gainst charitable organiza- ons.

Although the figure is hotly ɔntested by insurance com- any and church lawyers, Bou- ıer estimates that the Archdio- ese of Los Angeles, the largest iocese in the U.S., has more ıan $10 billion worth of insur- nce coverage available from everal carriers to pay claims for ıe decades in which the abuse is lleged.

:tatute Lifted

California lawmakers opened window of opportunity by lift- ıg the statute of limitations for ne year, 2003, to allow victims of hildhood sexual abuse to sue mployers who failed to protect hildren from known molesters.

The state had previously ıgged many others in litigating ex abuse claims against the :atholic Church because Cali- ɔrnia law bars alleged victims of hildhood abuse from filing civil uits after their 26th birthdays, ınderson said.

In recent settlements, the Di- cese of San Bernardino and fissionaries of the Sacred Heart, a religious order, agreed ı July to pay $4.2 million to two 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 try 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 privilege claims asserted by the Los Angeles Archdiocese in an effort to quash grand jury subpoenas in 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 instructive in setting up a process for the Los Angeles cases.

"It sort of lays the groundwork for what probably will happen in L.A," 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 Giacomi, chancellor of the diocese, said: "There are rough spots on the road ahead, but we are on the road to reaching the bishop's 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 nonmonetary 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 officia they will challenge the co tionality of the state law ting the new lawsuits to t Such a challenge is being by the Stockton Dioces case there.

Repeal Criticized

"In repealing the sta limitations, the Legi opened the church to claims that are demon false and many that are sible to investigate becau are so old," L.A. Archd spokesman Tamberg sai negotiated settlement claims cannot be reache church will reserve all of it ments for those claims t main."

Los Angeles County Su Court Judge Marvin Lag held the law last month in against the Seventh-da ventist Church. He is th judge assigned to the L geles clergy abuse cases. Peter Lichtman has be signed to mediate in those

An alleged victim — a ney who works overseas he decided to sue the Ora ocese in October to mak other children remain s to salvage something fr wreckage of his adulthood the former candidate f priesthood says he is dep unable to establish roma lationships with women capable of walking into a

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

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 LOBDELL

Los Angeles Times

(10-22) Boys for cabin trip 4348

Grindhouse 4/5 prom

Sr. Donation

10-22

6th grade

5th

Cabins

2

3

4

3

2

1

10-22

9:15

(13 yrs)

6th grade

6th grade

7th grade

OSB ECKROTH_00702

12-4-5-1970

Dec 28-29, 1970

10-22

Jan 1, 2 1971

Jan 22-23, 1971

Feb 12, 13 - 1971

Feb 14-15, 1971

March 12-13, 1971

CABIN TRIPS

Apr. 23,24 1971

May 7-8, 1971

May 19, 1971
Fr. Urban
Bro. Gabriel
Bro. Gerard

June 4-5, 1971

July 14, 1971

July 23-24, 1971

Sept. 24-25, 1971

Aug 25-26, 1971

Sept 10-11, 1971

Oct 8-9, 1971

Oct 24-25, 1971
Bro. Martin

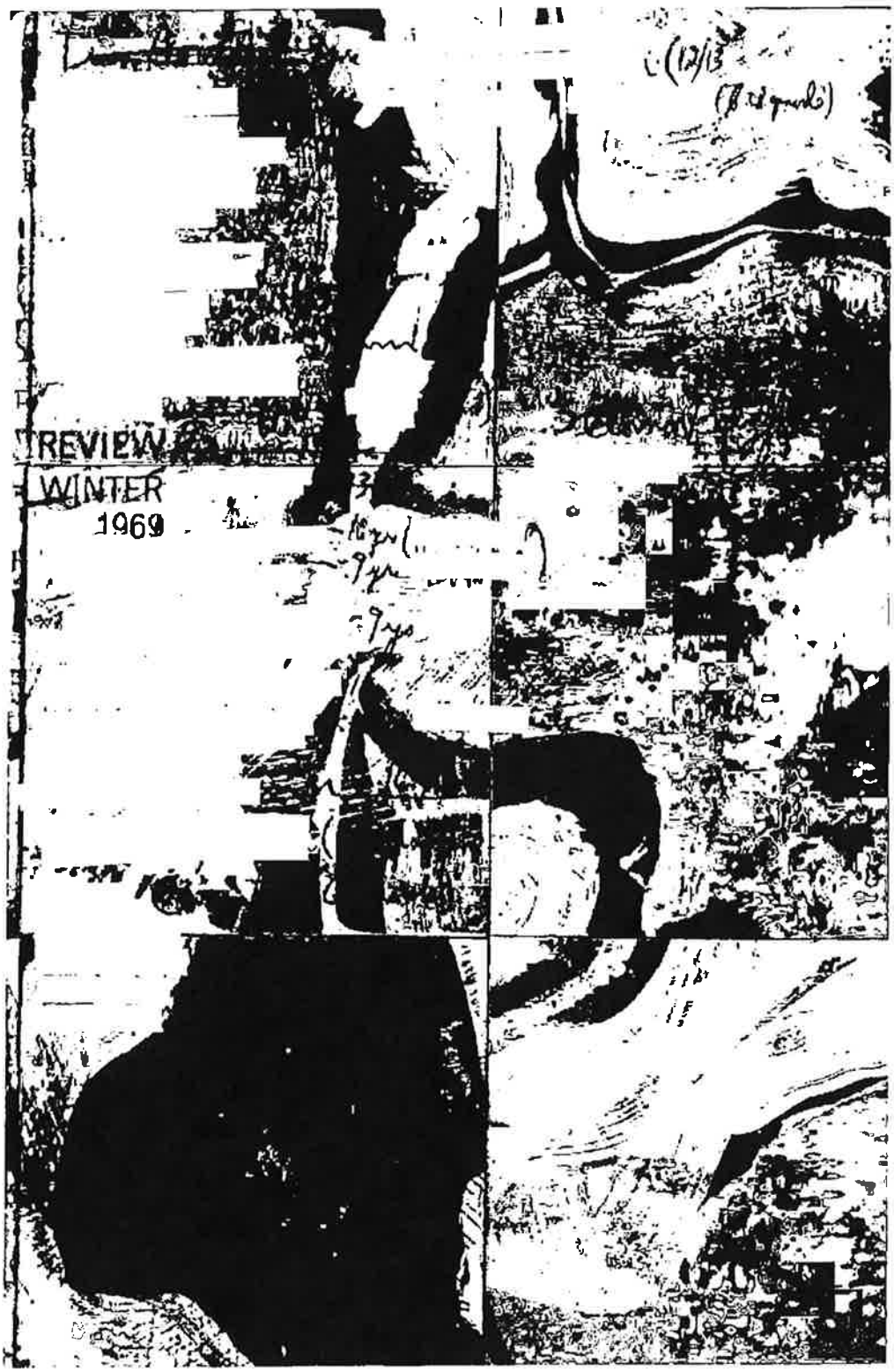
Nov 5-6 -1971

Nov 26-27, 1971

Dec 10-11, 1971

Jan 7-8, 1972

~~Jan 21-22, 1972~~


REVIEW
WINTER
1969

1972 CABIN TR

Feb 25-26, 1972

March 10-11, 1972

March 24-25

Apr 7-8, 1972

Apr 27-28, 1972
Bro. Stone
Bro. Victor

May 19-20, 1972

June 1-3, 1972

June 23-24. 1972

Fr. Berman
Fr. Cuthbert

July 12-13, 1972

July -, 1972

August 18-19, 1972

Sept 1-2, 1972

Sept 15-17, 1972

Nov 3-4, 1972

Nov 17-18, 1972

F19-21

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REVIEW
WINTER
1960

CABIN TRIPS

Dec 1, 2 - 1972

Dec 28, 29, 1972

Jan 5-6, 1973

Jan 21-22, 1973

Feb 9-10, 1973

Feb 23, 24, 1973

March 9-11, 1973

March 23-24, 1973

Apr 6-7, 1973

Apr 24-25, 1973
Fr. Dennis Parnell

May 4-5, 1973

May 18-19, 1973

1973

June 15-16, 1973

~~June 11-12, 1973~~

1, 1973

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CABIN TRIPS 1974

Jan 1-3, 1974

Jan 17-19, 1974

March 29-30, 1974

May 10-11, 1974

June 11-13, 1974

Emergency future:

Feb. 7-9, 1974 alone

March 15-16, 1978

April 19-21, 1974

May 26-27, 1974

July 7-8, 1974

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1974 CABIN TRIPS 1975

Sept 15-16, 1974

Sept 29-30, 1974

Oct 13-14, 1974

T 14L
ME 13/13
R 32

(T 14L Section 12/7
R 31)

Oct 27-28, 1974
Fr Stalfey
Bruce Philip & Anthony

November 28-30, 1974

EMERGENCY PHONE
BAR-BILL RESORT
& Cowlake

Dec 15-16, 1974

Dec 29-31, 1974

Jan 19-20, 1975

Feb 16-17, 1975

March 16-17, 1975

March 2-3, 1975

OSB ECKROTH_00712

1975 CABIN TRIPS

EMERGENCY PHONE
BAR-BILL RESORT
of CASS LAKE

March 30-31, 1975

Apr 13-14, 1975

Apr 23-24, 1975

May 13-14, 1975

May 23-23, 1975

June 29-July 1, 1975

Aug 24-25, 1975

Sept. 14-15, 1975

Oct 5-6, 1975

Dec 28-30, 1975

January 29-31, 1976

Feb 19-21 1976

March 21-22, 1976

May 15-17, 1976

July 11-13, 1976

July 13-15, 1976

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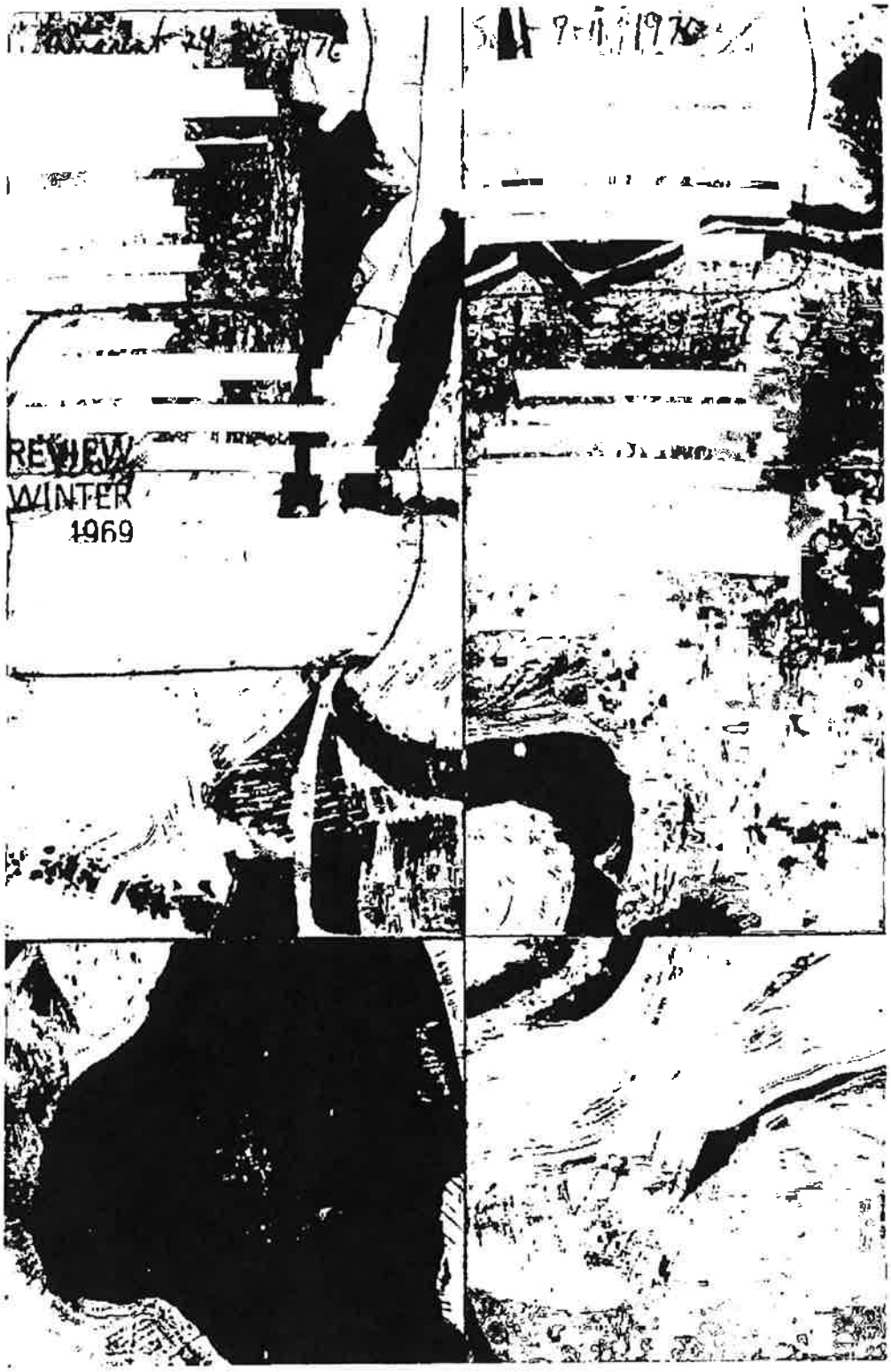
REVIEW
WINTER
1969

Saint Anselm's Priory: Benedictines in Tokyo

Brother Peter Finishes Novitiate

Br. Peter Hidenari Kawamura's first profession as a Benedictine monk took place on Sunday, 24 March, at Saint Anselm's Priory. Prior Aloysius Michels received the monastic vows in a liturgical ceremony arranged by Br. James Zurr and involving the whole community, parishioners, and guests present.

Brother Peter was born on 15 January 1949, in Mutsu-shi, Aomori Prefecture, and was baptized in 1973 at Omiinato Church of the Immaculate Conception. He attended Tanabu High School, then worked for five years at the prefectural government in the survey of national land and the preparation of a new topographical map. Next, he studied at the Tokyo Catholic Theological Seminary and was ordained a deacon at the Sendai Cathedral in March 1983.

Attracted by monastic life, he decided to seek admission to the community after making a retreat at Saint Anselm's Priory. He was especially attracted to the long tradition of Benedictine monasticism which appealed to his way of seeking God. He came to Saint Anselm's in November 1983 and began his novitiate on 21 March 1984, the feast of Saint Benedict. During the year of his novitiate, under the tutelage of Prior Aloysius as novice master and of Fr. Chrysostom Kim of Saint John's Abbey, he deepened his knowledge of the Benedictine spirituality, history, and way of life.

Br. Peter Hidenari Kawamura.

Brother Peter is a quiet, prayerful individual. In the past year he has been sacristan. As a deacon, he has helped in the liturgy, including the distribution of communion at Mass. Now that he has made his three-year vows, he will begin to take a more active part in community life.

Diary of Father Hildebrand

Fr. Hildebrand Yaiser (1901–1983), co-founder of Saint Anselm's Priory in 1947, kept a diary from the time of his arrival in 1931, when he participated in the establishment of a Benedictine monastery in Japan. He used a kind of Swiss shorthand, writing in German. Through the kindness of a Swiss missionary, Fr. Joseph Schumacher, Bethlehem Foreign Mission Society, Iwate Prefecture, the diary is being dictated onto tapes. Two are already in the archives of Saint John's Abbey. When finished the tapes will amount to about one hundred hours, so time and patience are required for this tedious work.

Prior Aloysius Michels was one of the pioneers of the community. He feels that the tapes make fascinating listening and are important as primary documentary sources for the Benedictines in Japan.

Visitors at Saint Anselm's

Among the visitors to Japan recently have been Fr. John Farrelly o.s.b. of Saint Anselm's Abbey, Washington, D.C., and Dr. Kevin Ryan, professor of education, Boston University. They have been on a lecture tour for the Foundations of Moral Education project with an aim of stimulating attention to character development among young people. They have visited Taiwan and Korea as well as Japan. Father Farrelly concelebrated and spoke about this work at the English Mass at Saint Anselm's on 24 March.

Fujimi

continued from page 1

be self-supporting. Such discussions revealed that the land is fertile and can be gardened; that the demand for teachers of the English language is high; that a parish close by would be in need of a pastor. Further, it has been assumed that the Priory in Tokyo should be able to support its own offspring without great effort, for the Priory has for years been self-sustaining.

Abbot Jerome has been insistent that no attempt be made to frame a foundation upon American ideas of monasticism; hence his desire for a slow growth of the new place. His hope is that as new vocations continue to come to the Priory, Japanese natives should be able to imprint their culture upon the *Rule* of Benedict. He recognizes, from the Abbey's history of foundations, that the purchase of property does not finalize this location as a permanent home for a monastery. If and when the community grows, it can decide for itself whether to stay on the property or to look for a new site. The Abbot and the business office of Saint John's Abbey are assured that the purchase price is generous to the buyer so that should another move be made, the property is eminently valuable as an investment.

The property is in the diocese of Yokohama, and the bishop welcomes the presence of Benedictines.

MOVING? Anytime you move, we would appreciate knowing (in advance, if possible) both your old and new address. Write: Editor, Saint John's Abbey Quarterly, Collegeville, Minnesota 56321. Thank you.

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Eckroth, Fr. Richard.

Born: June 21 1926 at Mangen N.D.
Parents:
Profess. July 11,1946
Ordaines: June 7,1952 at St.John's Abbey, Collegeville, Minn.
1st Sol.Mass: June 12,1953 at Mandan, N.D.

Assignments:

Sept.1952 Socius to Novices.
Philosophy 22b(1sem); 22(2sem).

Sept. 1953 - Socius to Brothers.
Philosophy 12; 22a; 22b Grammar.

Sept. 1954 - Socius to Brothers; Philosophy 12(1+2 sem); 12b (2s
Philosophy 22a (1+2 sem); 22b(1+2 sem).
Worked all summer as Carpenter on the New Abbey Church - Grammar every Sunday during the school.

Sept. 1955 Socius to Brothers. Philosophy 12a; 22a; 22b; 12; 22c;

June 1956 - Master of Brothers. Philosophy 22 a, b; c.

Sept. 1957. Master of Brothers. Philosophy 22 a & c)

Sept. 1958 Master of Brothers. Philosophy 22 a, b, c.

Sept. 1959 Master of Brothers Philosophy 22 a; 31 D.

PERSONAL

Full Name: Fr Richard Eckroth B 1926 P 1946 Ord 1952

Social Security No. ✓ Birthplace: Meadow N Dak

Hospital Insurance: yes Memorial Date: Dec 1

Nearest Relative for emergency (address, phone): 1

Present parental home address:

College Degrees (with name of school): B.A. (St. J.) Major

Graduate Degrees (with name of school): PRB. + PRL. 1949 Major:

Special skills, arts, crafts, athletics:

Experience: Administrative Business (Chaplaincy) Farming Industry Library

Educational Mechanics Missionary Pastoral (Teaching) (Counselling) Social

Other:

Languages: (Spanish) (Italian) (German) (French) Russian Polish Other:

Hobbies, Sports, Recreation: Stamp Coll, football, - Work in woods - Wine - healing, football

Number of brothers: 6 sisters: 4 Your rank among them: 10th out of 14

Health Record in general (past and present): OK - [illegible]

Your preferences for future work: Like teaching - esp logic & teach H.S. Seminar religion at St John - Would be willing to do parochial work when time comes

Work you would like excluded: Would not want to do administration or does not have aversion to pastoral

Other comments or suggestions:

Places you worked since your Profession:	Type of work:	Dates From:	To:
1. St Johns Abbey	Seminary Teaching (teaching logic)	1952	1953
2. St Johns Abbey	Full-time teaching: Scholastic Phil. Royal Logic	1953	1967
3. St Joseph - St Benedict's	Chaplain & Tutor & teacher at St Johns	1967	- 1973
4. St Cloud - St. Augustine	Assoc Pastor & Director (Religious) at St Johns	1973	- 1974
5. Abbey - Seminary Director	Assoc Pastor - " " " "	1974	-
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
Comments:			

Full Name: Fr Richard Eckroth

Code: G Y R P

Visits: (1) 2 3 4 5 6 7 8 9 10 ✓

OSB ECKROTH_00719

Monks who use cars should report any malfunction to the prior or procurator. Any damage to a car or injury to passengers should be reported immediately to the prior or procurator. All automobiles of the corporation are insured by a fleet insurance policy which covers the car, the driver, and the passengers.

The abbot may give individuals permission to have the use of a car for their work either at the abbey or away from the abbey. The procurator assigns cars for this purpose. Upon retirement or on completion of the assignment for which the use of a car was permitted, the keys for the car are returned to the procurator so that the car can be assigned to someone else or designated for general use.

Monks may not accept the gift of a car without permission of the abbot. Cars received as gifts become part of the abbey fleet and are to be turned over to the procurator when the user completes the work for which the car had been assigned.

CABINS

The cabins at Swenson Lake and Eagle Lake were given to St. John's Abbey for recreational use by members of the abbey. In order to share these facilities as equitably as possible among the members of the community the prior observes the following guidelines in scheduling reservations:

a) The cabins should not be reserved for use by parties which do not include any Saint John's monks.
b) Use of either of the cabins should not be scheduled more than six months in advance.
c) Cabins should not be scheduled for a period of more than seven consecutive days by members of the same party.
d) During the summer months (June, July, August) a second or third use of either cabin by members of the same party should not be scheduled more than seven days in advance.
e) The names of all persons in a party using one of the cabins should be left with the prior before departure.

CLAUSURA

Sections of the monastery are marked by clausura. Monks may not entertain students or other lay persons in their rooms. Guest parlors are designed for this purpose. A superior may make exceptions for particular persons, times, and places.

CLOTHING

The formal garb is the monastic habit. It is customarily worn in choir and on other formal community occasions. For many formal activities the clerical shirt and suit are also appropriate. When monks choose to

February, 1989

It is already after Ash Wednesday and into the solemn season of Lent. That means that Easter is not far in the future. It was our turn to host the Anglican and Catholic communities for the Ash Wednesday Service this year and I prepared a program like I first experienced in Nassau and thought was very effective there. We had to bring in many extra chairs to seat the over-flow crowd. Possibly a few came out of curiosity to see our new church, but most came sincerely concerned about making it a spiritual experience. Only minutes before it began I learned that there would not be an Anglican priest to deliver the sermon as was expected, so I decided I would NOT try to speak a half hour "off the cuff". When it came time for the sermon I explained to the people there was no Anglican priest to preach, and I begged off trying to preach at such length as they expected. I did say afew words about the character of what our Lent should be, and they must have liked what they heard, for you could hear a pin drop during my 6 minutes, and at the end when accollection was taken up, I found among others a crisp $100.00 bill in the basket! Maybe if I would preach shorter in the future I might find more such bills in the basket.....

The great joy of the recent weeks was the coming of so many happy visitors! From ame cousin n the same flight as . They had planned their schedule so they would all meet in Miami and then take the Aero Coach commuter plane to South Bimini. After my religion class at the public school that afternoon I went to the Government Dock to get the ferry across to South Bimini to meet them as they would step off the 5:00 flight; but I never got there. No ferry showed up until 4:30, and then the operator disappeared down the street to refresh his throat. In the meantime the taxi driver I had commissioned to meet us had called by CB and learned that the plane had landed and all the relatives were safe and sound; but they had to wait nearly an hour before the ferry boat-taxi driver on the other shore finally picked them up and brought them to me on Bimini proper. Oh well, we had a very happy meeting and then went to my house to settle in after a substantial meal. We visited a bit that evening, but not too late, for they were all pretty bushed from their long, long day of travel. had left about 2:00 that morning, and the North Dakotans about 5:00 a.m. In the next days I would give them some wild rides on my golf cart, for there was something stuck in the contact and it would not start slowly, but with a galloping jerk. Once you got going it was not bad, but I did burn off a lot of rubber these days. We all crowded on the golf cart to travel to Bimini Bay Development at the north end of the island and just enjoyed the very lovely scenery there and along the whole island. The island is only about 1,000 feet wide at its maximum and thus has no more than 2 streets. It is easy to see the whole island in a short while. brought along a fishpole and wanted to try his luck. He did land a number of smaller fish and saw plenty of bigger ones at the south end of the island where there is a concrete breakwater from which to fish, but he got a bit excited when an 8-foot hammerhead shark nosed into the breakwater just a few feet below his feet. Later that day some of the locals succeeded in catching the shark and removing its threat from the bay. Some weeks ago one of the locals told me he had seen a similar shark about 15 feet long only about 500 feet from where saw this one. That one got away.

did their best to buy out the local straw market and had a lot of fun in the process. They had brought along so many goodies for me like jellies, cheese, home-canned goods, smoked sausage, kettles and fying pans and everything but the kitchen sink, that they figured they would have plenty of room in their new almost empty suitcases. Of course they both have so many grandchildren that they had plenty of excuses for all their buying. We had grand weather in the 80's all the days they were here, and they all took on some rosy color. Evenings saw a lot of pinnocle played, for they are avid pinnocle fans, and they brought along several new decks of cards. For Sunday I got a call to travel to Cat Cay for Mass. The weather was nice and took all of us there on one of his big yachts, about 40 feet long. Two of the Sisters from the convent also went with us, and we had a very enjoyable trip and celebration in the St. Louis chapel there. was especially eager to attend Mass in a St. Louis chapel, for that is her patron. Again we enjoyed a nice lunch, the compliments of the Cat Cay management. On the return trip to Bimini decided to let us try our luck at fishing, so he put out into the deep water outside the reef and began zig-zagging back and forth. He had his deck-hand put out two lines for and me to handle. The bait on each one was about 12 inches long, so you know we were not angling for pan fish. We both got good strikes almost the same moment, but in both cases lost all our bait and caught no fish. This happened again with the same disappointing result. But the third time a strike came on only one line and the deck-hand after setting the hook handed the pole to me, for I had the best chair from which to work the fish. They all gave me plenty of advice and after a good long battle, for the fish was out at least 500 feet when he struck, I got him up to the boat where the deck-hand could use a gaff hook on him. The fish was more tuckered out than I, for up close to the boat he did not have much fight left in him. It turned out to be a wahoo, about 35 lbs or more, about 4 feet long. It was a beauty, and I know from past experience that they are delicious eating. Unfortunately we were all to go to Nassau the next morning, so we did not get an early taste of it. We all flew to Nassau on the Chalk's seaplane and [illegible]

My dearest ones,

September, 1989

Here I am back in the Bahamas, but now located in the capital city of Nassau.. All you friends can now change my address to the following:

St. Augustine's Monastery, Box N-3940, Nassau, BAHAMAS

Fr. Benjamin Stein returned to the Bahamas with me on August 31st after he spent about 3 weeks at St. John's, and after I spent all summer in Minnesota getting my ailing hip replaced. My last night at St. John's was not the most restful, and I easily woke up without my alarm sounding at 3:45. After washing myself and throwing the last things into my carry-on bag, I rang for the nurse to help me get on the stretch socks that had been re-installed a few days earlier when my good leg had a flare-up. The nurse actually seemed sad to help me for the last time; she should have been glad that finally I would be out of her hair. We left St. John's at 4:30 to catch the airport limousine at 5:00 in St. Cloud. Interestingly the driver of our limousine was a former student from my very first class in 1952. At a later time I was also his parish priest in St. Cloud and had given First Communion to one of his children. We were soon ready to board our Northwest non-stop flight to Miami after having ALL our baggage screened, which they tell me is now a requirement for international baggage, and I even successfully went through the metal screening device in spite of the hunk of metal I now carry in my left hip. I thought sure it would trigger all the alarms; for years ago just my metal belt buckle triggered off such an alarm. We enjoyed a hearty tasty breakfast on the flight along with about 250 other passengers, and in a matter of about 3½ hours we touched down in Miami. We hurried to the Bahamasair counter to check for our 2:00 flight to Nassau. Little did we realize that they were ready to boarrd the noon flight which was already delayed a full 2 hours and we could look forward to a delay of at least 2 more hours. When we tried to board this flight they informed us about the delay, but within 5 minutes they discovered that there were 2 no-shows and they graciously invited Fr. Benjamin and myself to board. Passing through Bahamian Emigration was quick enough, for the agent recognized me from Bimini, but passing through Bahamian Customs was a slow ordeal, for there were so many shoppers returning from Miami with oddles of goodies. When our turn came we did not even have to open a thing and the agent stickered our baggage for passing through. Fr. Silvan came to meet us at the airport and returned us to St. Augustine's for Mass and supper. It was cool when we left Minnesota that morning, but a humid 91° when we got off the plane in Nassau; but it was still a good feeling to get back and ready for the harness again.

Surely all of you are wondering just what I will be doing at the monastery in Nassau since I have been removed from the parish work in which I have been so happily engaged these past 13 years in the Bahamas. Really I do not know much more than you, for my work assignment is not yet very clear. Abbot Jerome at St. John's indicated he expected me to be involved in vocational work, both by my physical presence at the monastery in setting an example for prospective candidates to the religious life, and also by helping Fr. Elias in fostering vocations by talks or meeting with young people. After I become more mobile than I presently am with a cane, I expect I will be given plenty of little jobs that others are now covering. One such job I already have been given in the form of taking care of the sacristy. I also have some Mass aissgnments: as celebrant of our daily monastery mass this week; next Sunday to celebrate the Sunday mass here when most of the priest members will be out at other churches; then the following Sunday at one of the downtown churches, and the last Sunday of September at the prison. This will be my first experience at the Nassau prison. Perhaps by the next time I write I will have a better idea of what my responsibilities are to be.

Already I have had a chance to fly out to Andros and see the Sisters of Mercy. Fr. Benjamin was assigned to help at Mangrove Cay, and he got the assignment too late to catch a flight on Bahamasair, so he had to get Bro. Barry to fly him out on the new plane owned by the diocese. It is a neat 2-engine Piper AZTEC, a bit larger than the former push-pull SKYMASTER which served the Church well until the second set of engines got too old to replace. We met Bro. Barry at the airport at 10:30 Saturday morning when he came in from a Friday flight to Eleuthera and San Salvador; there he spent the night with Fr. Silvan. It was only a short flight to Fresh Creek on North Andros where the Sisters were located. They knew we were coming, so besides having a wonderful visit with them we also enjoyed a delicious lunch with them and the pastor, the Jesuit Fr. Ed Howard. From there we flew the few miles south to Mangrove Cay to leave Fr. Benjamin to offer the Sunday Masses, and then back to Nassau.

Before leaving St. John's I had an important session with Dr. Jaeger, the orthopedic surgeon, and with all my smiling and showing off how well I could walk with the crutches, and the glowing report from the physical therapist at St. John's, and the adequate report from the nursing staff at St. John's, Dr. Jaeger graduated me to the use of a cane instead of the crutches and officially released me to return to the Bahamas, even at the early date of August [illegible]. Then he truly "made my day" when he said he saw no evidence in the x-rays that I would ever have to have a similar surgery done to my other hip. That made me want to celebrate, which I did in the form of driving 155 miles to the St. John's cabin near Bemidji the next day in the company of Bro. Stephen from the abbey, and [illegible]

RICHARD ECKROTH LETTER

My dearest ones,

mid-October, 1989

About a month has flown by since I wrote to any of you, and things are going along quite well. Unfortunately I am still wedded to my cane and do not move long distances without it. I do not know if I have done something wrong in my therapy exercises or not, but I thought that by this time I would be totally free of the cane. I do some slow walking without the cane, but find that I tend to limp more than I believe I should. They tell me that even with the cane I am limping noticeably; so perhaps it is something deeper seated. I am performing the regimen of physical therapy exercises almost every day, along with 3 miles on a stationary bicycle. Maybe I am just impatient, but I expected my progress to continue at the same fast pace it was going at St. John's. I must confess that I have been doing a bit of activity which perhaps was not in the mind of the therapists; for one day Fr. George saw me swinging a heavy pick-axe into a pile of rubble and then hauling away loads of it in a wheelbarrow, and questioned whether I should be doing such things for a few months yet. Now mind you, I have not yet gotten out my chain-saw! Also I did push a power lawn mower around a bit. Where I was doing these things does look good now, but perhaps it was not the smartest thing to be doing until my hip has recuperated a bit more. I keep making good intentions NOT to overdo it, but I get so enthusiastic about a project that I forget the physical strain it will entail.

Officially my responsibilities are to be Sacristan for the church at St. Augustine's; Secretary for our community meetings which are normally once a week; Assistant school chaplain; Assistant vocational director; care of the grounds for the school and monastery; general repairs of the monastery; Mass at the Sister's convent Thursday mornings at 6:30 (about 5 miles across town); daily visit to Barclay's Bank to deposit the money from the school cafeteria, empty the mailbox at the main post office and do any shopping. Happily the bank has a parking space reserved for its customers, so it is the one place I can hope to find a parking slot. I am still not driving one of the small VW bugs, for I find the clutch action required of my left leg a bit much, so I have been driving a Chevrolet Citation, a compact car with automatic transmission. It is much harder to find a parking slot big enough for even a compact car. I have seen big limousines from people in the diplomatic corps parked on the sidewalks near the main postoffice, for lack of adequate parking space. They do not ticket diplomatic cars. Happily on top of these odds and ends of activity I have also been able to help out in some parish work on week-ends.

Just a few hours ago I returned from a week-end on San Salvador Island. This was the big week-end of the year for that island; for Columbus' landing there in 1492 is celebrated as a national holiday, and all who can, try to get to San Salvador to celebrate DISCOVERY WEEK-END. The church was packed, and I was startled to recognize a former student from St. John's who graduated in 1966, now living in Nassau, but celebrating the week-end on San Salvador. I had not only been his philosophy teacher at St. John's, but had an even closer relationship serving as his dormitory prefect a whole year when he was in his 3rd year of college. I travelled to and returned from the island with Bro. Barry in the bishop's plane. Our flight out on Saturday was delayed almost 3 hours when we found a flat tire on the plane; but better to find it on the ground in Nassau than on one of the islands where we would not have found a big enough jack or a replacement inner tube! We returned to Nassau with a full plane of 5 passengers: one stranded visitor from San Salvador, Fr. Silvan and Sister Margaret from Long Island, and Fr. George from Exuma Island. The flight to Nassau took about 2 hours, the plane travels about 185 mph, so you know we covered a lot of water. At the end of this week I should be making a return flight with him, returning most of these same people to their posts along with Fr. Mudswell to Cat Island, and leaving me on Long Island for what should be another interesting week-end. Long island is located in the tropical zone and has lots of mosquitoes.

Just a few weeks ago I spent a week-end on Long Island, the first time I had ever been to that island in the southeast Bahamas. One can find some unusual names in such places. For example we flew into the village called DEADMAN'S CAY, off shore was an island called HOG ISLAND, one of the villages is called HARD BARGAIN, and on the week-end I offered Masses at 4 villages: HAMILTON, THE BIGHT, BUCKLEY'S, and CLARENCE TOWN, where the main church and rectory is located. The island reminded me of Andros, for there are not phones in the homes, but you must travel up to 25 miles to get to a phone station for any calls; also the only electricity available is from private generators like the one at the main church at Clarence Town. The church at Clarence Town is quite a sight, for it stands on a high hill and has 3 steeples, with wide, majestic steps to the front door. The story is that it was designed and built by a priest who converted from the Anglican church, who in his Anglican-priestly days had designed and built the impressive Anglican church at Clarence Town with 2 steeples. So he tried to out-do his Anglican efforts by building an even more impressive Catholic church. A strange thing I observed where one leaves the main road to drive up the hill to the church was a deep canal cut through the rock of the island from the sea to an inland basin of water. The cut is at least 25 feet deep and hundreds of yards long; and they say it was chisled out by slaves (therefore before 1823 when slavery was abolished in the British Empire) to channel water from the ocean to the inland basin where it could be evaporated to form lots of table sal

Dec 1990

Revised Custom

3. ***BUDGETS AND EXPENDITURES***

The monks of Saint John's use a personal budgeting procedure as an approach to monastic simplicity. In the spring of the year each monk receives a budget form from his immediate superior. Items not listed on this form are provided by the abbey. To facilitate the purchasing of certain items on campus and to obtain cash, each monk is issued a Saint John's ID card.

Monks living at the abbey are not to have checking accounts. Monks working in parishes and chaplaincies and others who are authorized may have checking accounts. A second signature, usually that of the treasurer, is required for these accounts. Off campus purchases are charged to the individual monk. Stipend income is to be turned in to the stipendiarius. Additional income and monetary gifts received by monks are to be treated as income to the monastery and must be turned in to the prior or the procurator.

4. ***CABINS***

The cabins at Swenson Lake and Eagle Lake donated to Saint John's Abbey by benefactors, function as recreational sites for the monks. Mindful of the need to schedule the use of these cabins in an equitable fashion, the prior observes the following guidelines in making reservations:

a. A Saint John's monk must always accompany any party using the cabins.

b. The cabins will not be reserved more than six months in advance.

c. Members of the same party may not reserve the cabins for more than seven consecutive days.

d. During the months of June, July, and August the same person may not schedule multiple uses of the cabins.

e. The prior or another superior should have on file the names of the persons using the cabins as a group.

5. ***CLOTHING***

The formal garb of the monks is the monastic habit or cuculla, either of which is customarily worn in choir and at other community events. For many formal activities the clerical shirt and suit are also appropriate. When monks choose to dress informally, a simplicity in accord with monastic principles should be observed.

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Office of the Prior
SAINT JOHN'S ABBEY
COLLEGEVILLE, MINNESOTA 56321 U.S.A.

Dear friend,

As you are aware because of reports in the media, monks who have been members of the Preparatory School faculty have been accused of sexual abuse or sexual exploitation of former students. We, as a monastic community, are deeply pained by these allegations, and particularly by the harm any sexual abuse has caused victims.

I am enclosing a copy of a statement released by the monastic community as well as a copy of Saint John's Abbey's procedures for dealing with cases of sexual abuse and exploitation. I want to take this opportunity to affirm both statements, and to assert my firm commitment to take every possible step to assure that this campus is a safe environment for all.

All of us at Saint John's Abbey as well as the Preparatory School staff have appreciated your concern, support and compassion. We need your friendship during these difficult days. Please remember us in your prayers as we will continue to remember you in ours.

Very sincerely,

Jonathan Licari, osb

Father Jonathan Licari, O.S.B.
Prior-Administrator
October 22, 1992

Enclosures

Office of the Prior
SAINT JOHN'S ABBEY
COLLEGEVILLE, MINNESOTA 56321 U.S.A.

A statement of Saint John's Abbey concerning sexual abuse and exploitation

Saint John's Abbey is saddened that some members of this monastic community have been cited in allegations of sexual abuse and sexual exploitation which are currently being processed by legal and church officials. Our primary concern must be for the victim's safety and well-being.

Several years ago when similar allegations were made against the clergy elsewhere, we began a process to deal responsibly with incidents or patterns of sexual impropriety within this monastic community if and when they are brought to our attention. The monastic community feels a deep revulsion for breaches of trust and responsibility, and we are committed to the following course of action:

- to respond immediately as a monastic community to achieve the spiritual and psychological healing of any person who may have been a victim of sexual abuse or exploitation inflicted by a member of our community;

- to deal quickly, firmly and appropriately with abusers;

- to strengthen the ongoing dialogue within this community on issues of human sexuality, basic spirituality and responsibility;

- to continue our rigorous scrutiny of all who seek membership in our community;

- to reaffirm and continue to implement procedures for dealing with cases of sexual abuse and exploitation which were adopted by Saint John's Abbey on February 7, 1989.

We have discussed these charges seriously as a community. We view sexual abuse and exploitation as unquestionably deplorable. Mindful of our generations of faithful service to the local and universal church and the academic community, we are determined that this community will not tolerate sexual abuse or sexual exploitation by any of its members.

Father Jonathan Licari, O.S.B., Prior-Administrator
Saint John's Abbey
October 22, 1992

Saint John's Abbey Policy When a Monk
Has Been Accused of Sexual Abuse
or Sexual Exploitation

When a monk has been accused of sexual abuse or sexual exploitation, the Abbey maintains a primary concern for the victim's safety and well-being. Recognizing that sexual abuse or sexual exploitation can have serious consequences for the victim as well as for the abuser, the Abbey will exercise the following steps:

I. An Allegation
   A. The Abbot will investigate the allegation.
   B. The investigation normally will include an interview with:
      1. The alleged victim;
      2. The monk;
      3. Other knowledgeable persons.
   C. The Abbot seeks appropriate advice.
   D. Based upon the investigation, the Abbot takes appropriate action which may include:
      1. Intervention with the monk;
      2. Pastoral response to the victim;
      3. Notification of the proper civil authority such as police or child protection agency;
      4. Distribution of a statement about the allegation.

II. Intervention with the Monk
   A. The Abbot requests that the monk choose one other person, usually another monk, to be his support person and inform the Abbot who this person is. This is normally done when the Abbot informs the monk of the allegation.
   B. Based upon the investigation, the Abbot decides whether or not to suspend the monk from his present duties.
   C. Normally, the Abbot requires the monk to receive psychological evaluation.
   D. If the psychological evaluation recommends treatment or other action, the Abbot:
      1. Follows this recommendation unless the circumstances warrant otherwise;
      2. Assigns the monk to live at the monastery;
      3. Finds appropriate work or vocational retraining;
      4. Establishes appropriate limitations on involvement with students and employees of Saint John's.
   E. After treatment, the Abbot and the monk, in consultation with the monk's treatment professional and others, establishes an aftercare program.
   F. If the monk completes the recommended treatment and the aftercare program, and receives a positive evaluation, the Abbot, after appropriate consultation, will consider giving the monk a permanent assignment with appropriate safeguards.

G. If at any time the Abbot, with appropriate consultation, determines that the monk cannot continue in monastic life, the Abbot will seek to have the monk leave the monastery voluntarily. If the monk does not leave voluntarily, the Abbot may initiate appropriate canonical actions.

III. Pastoral Response to the Alleged Victim

A. When the Abbot receives an allegation directly from the victim, the Abbot normally initiates an interview with the victim, not only to listen to the victim's account, but also to evaluate the needs of the victim. In cases involving children or vulnerable adults, other appropriate individuals may be interviewed.

B. After appropriate consultation, the Abbot normally takes one or more of the following steps:

1. Recommends that the alleged victim contact an advocate for victims of sexual abuse and sexual exploitation to assist the victim in evaluating the situation and the available options.

2. Offers the victim financial assistance for counseling. Financial assistance normally is offered only if the alleged victim is personally interviewed. If financial assistance is accepted, the victim is asked to sign a statement that the financial assistance is not an admission of legal wrongdoing which can be used in subsequent legal action. The Abbot together with the victim will review periodically the continuation of financial assistance.

C. If the Abbot receives a complaint or accusation against a monk from an attorney representing an alleged victim, the assistance offered may be limited because of the boundaries established by the initiation of legal action.

IV. Public Statement

A. In some cases it may be appropriate for the Abbot to send a statement to various constituencies of Saint John's or others.

B. If the monk is or has served in a parish, it may be appropriate to have a prepared statement read at all of the Sunday masses.

C. If the allegation involves an incident which took place in a parish, it may be appropriate to hold a parish meeting for the parishioners. The meeting should be limited to parishioners and should last no more than one hour. Along with the pastor who chairs the meeting, the Abbot, a representative of the diocese, and an advocate for victims of sexual abuse and sexual exploitation should be present.

V. Definition of Terms

A. Abbot: the abbot, the administrator of Saint John's Abbey, or his delegate.

B. **Allegation:** a complaint or accusation of sexual abuse or sexual exploitation made by an individual to the Abbot, or a credible report of the same made to the Abbot by another person because the individual is prevented for a serious reason from speaking directly with the Abbot.

C. **Sexual Abuse:** under Minnesota law, the subjection of a child or vulnerable adult to any sexual act is sexual abuse.

D. **Sexual Exploitation:** under Minnesota law, any kind of sexual interaction between a counselor and client is sexual exploitation, whether initiated by either the counselor or the client. Clergy, when providing counseling, are considered counselors.

Adopted 7 February 1989
Revised 17 October 1992

Saint John's University
Box 2000
Collegeville, Minnesota 56321-2000

October 27, 1992

Dear Parents, Alumni and Friends:

Over the past fourteen months, four monks of Saint John's Abbey have been accused of sexual abuse of minors. Allegations have been made against three of them as members of the staff of the Saint John's Preparatory School in the early 1980's; allegations have been made against the fourth as a parish priest in the mid-1960's. These allegations have received extensive media attention in Minnesota and beyond.

As a monastic community we have been stunned and saddened by these allegations. Our deepest pain and most serious concern focus on the harm which any sexual abuse has caused to victims. As president of Saint John's University, I have come to realize the importance of informing all of you in the larger Saint John's family of these charges, as well as of the monastery's position on sexual abuse and exploitation.

The enclosed statement was issued last week on behalf of Saint John's Abbey by Prior Jonathan Licari, O.S.B. The monastic community accepts the responsibility of responding appropriately to charges of sexual abuse and sexual exploitation, and will take every possible step to ensure that this campus is a safe environment for all. We also hope to come through this time of pain with a new awareness of how, wounded as we are, we can play a role in helping the churches address the seemingly endless suffering caused by sexual abuse and sexual exploitation.

If you have any questions or concerns about this letter or about the enclosed statement, please let me know. The members of the monastic community need whatever counsel you can provide. Please keep us in your prayers as we work to confront breaches of trust and responsibility with directness and justice.

Sincerely,

Dietrich Reinhart, OSB

Br. Dietrich Reinhart, O.S.B.
President

Office of the President

612 363-2247

St John's Abbott. Oct 15, 1993

We met Sunday oct 10, 1993

my son explained how he was sexually molested by Father Richard's; When he was 7 year of age, twenty year ago. (Ruined his Life)

Please explain to me exactly what St Johns is going to do about it, before the 1st of Nov! So I can decide what to do

MEMORANDUM

TO: Father Richard Eckroth, O.S.B.

FROM: Abbot Timothy Kelly, O.S.B.

RE: St Luke entry date

DATE: October 26, 1993

Delia Manning called today to say your tentative entry date would be late December or early January so that you will have time to recover from your surgery. She will call me around December 1 to confirm the date.

[redacted]

December 28, 1993

[illegible] left a voice mail message on Heather Kelly's phone which [illegible] passed on to me. I received the message when I returned from [illegible] meeting on the [illegible] I called her back [illegible] talked on the phone. [illegible] of [redacted] on [redacted] would like to meet with me [illegible] January [illegible] and February [illegible] have her [illegible] would be away January [illegible] February [illegible] February 4 [illegible] 1994.

[illegible] Anne Marie Moore, Dan Maxwell's letter [illegible] of the negotiation concerning [redacted] [illegible] told [illegible] [redacted] like victims. [illegible] told [illegible] [redacted] [illegible] between the lawyers [illegible] [redacted] [illegible] [redacted] [illegible] indicated that [redacted] lawyer had [illegible] subpoena about [redacted] [illegible] impression that [redacted] know with [redacted] [illegible] [redacted] [illegible] the [redacted] lawyer who could explain to the [redacted] [illegible] negotiated and negotiation would [redacted] between [redacted] weeks.

SAINT JOHN'S ABBEY

February 16, 1994

[redacted]

Dear [redacted]

It would be good if we could arrange a meeting soon. I need to hear, [illegible] where you are at.

Minnesota. With [illegible] of warmer weather in the area [illegible] seasonally [illegible] of protection [illegible] would have a few weeks ago. I [illegible] but [illegible] winter snow after the [illegible] few days like [illegible].

[illegible] that you are finding the therapy with Dr. [illegible] helpful. One of the [illegible] I would be interested in exploring with you during our meeting [illegible] allow you to do. I will be the extent of your therapy [illegible].

[illegible] and [illegible] even out of [illegible] you are [illegible] you may be able to [illegible] on with your life [illegible] joyful way.

My [illegible] number at St. John's [illegible] Kelly [illegible] Kelly [illegible] St. John's Abbey

COLLEGEVILLE, MINNESOTA [illegible]

SAINT JOHN'S ABBEY
BOX 2015
COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

February 21, 1994

[redacted]

Dear [redacted]

In the past [illegible] Ward has been in contact with you concerning matters of great concern to you and to me. Recently, he [illegible] abbey in the southern part of the [illegible]. However, [illegible] I do not want to lose [illegible] contact with you. [illegible] forward [illegible] when we will [illegible]

[illegible] weather [illegible] with [redacted] [illegible] what you [illegible]

My telephone number [illegible] 612 363-[illegible]. [illegible] my secretary, [illegible] would be able to [illegible] up [illegible]

[illegible]

[illegible]

Abbot Timothy Kelly, OSB

TK/kr

April 28, 1994, 3:03 P.M.

[redacted] call to Abbot Timothy to ask if there had been another complaint against Father Cosman. I told her an allegation had been made but that so far as I know nothing came of it and that it was dealt with and there was no case. She was upset because Mrs. Ecklund [redacted] about this. My response was that allegations do not make a case and since nothing came of it it would appear to me that this allegation didn't develop into a case. The thought it was settled out of court. My only knowledge of it is that the lawyers knew about it and I have no knowledge of whether there was any settlement but of course if there had been I would know there wasn't one. There was no need to tell me the lawyers know why and the parties are the people who will have to live with it and they were not involved in any of this when it was going on.

SAINT JOHN'S ABBEY

P.O. BOX 2015

COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

April 30, 1994

[redacted]

Dear [redacted]

I was away from the Abbey for ten days and before that was quite busy so I have not been able to write to you again.

Ordinarily, when a continuing outpatient therapy payment has been received, I ask the concerned to come to some agreement with us about the continuation of payment for therapy, based on the signing of an agreement between the Abbey and the people receiving therapy. As of today, to my recollection, we have had $5165.00 for your therapy.

I would like to meet with you (only you) to see what we can do regarding therapy. I need to have you sign a written agreement that we would [illegible] any future therapy payments may [illegible]

The Abbot will [illegible] the payment of therapy needs you may have until May 15, 1994 [illegible] gathering the agreement. Following that date, we will be [illegible] but we will [illegible] therapist.

Sincerely yours,

[illegible]

Abbot Timothy Kelly, O.S.B.

cc: Fr. Sarah [illegible], O.S.B.

PHONE 612-363-[redacted] FAX 612-363-4082

0602563

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement records the agreement of assistance offered and provided by St. John's Abbey to [redacted] and [redacted] [illegible] payment of counseling. The parties agree that this Memorandum and the past and future payment for counseling are not admissions of any wrongful act by St. John's Abbey, its related organizations or any of its members and are not admissible as evidence of liability or fault against St. John's Abbey, its related organizations or any of its Members in any legal action.

2. St. John's Abbey will pay for previously unpaid counseling [illegible] 2005 [illegible] in the amount of $ [illegible]

3. St. John's Abbey will pay for [redacted] and [redacted] individual and marriage counseling for a period of one additional year ending February 17, 1995 in an amount not to exceed $1,000.00.

4. A billing should be sent direct to:

[illegible]
Abbey
Box [illegible]
St. John's Abbey
Collegeville, MN [illegible]

Dated: [illegible]

St. John's Abbey

[redacted]

[redacted]

OSB2360

REINHARDT & ANDERSON

Attorneys at Law

E-1000 First National Bank Building
332 Minnesota Street, Saint Paul, Minnesota 55101
Office: 612/227-9990 Fax: 612/297-6543

Jeffrey R. Anderson*†
Mark Reinhardt**
Mark A. Wendorf*
Thomas C. Racette
Joanne Jirik Mullen
Karen A. Kugler
Teresa K. Patton††
Sara Madsen
Harvey H. Eckart
David S. Burleson
Barbara J. Felt
Gavin S. Wilkinson

June 14, 1994

Father Richard Eckroth
St. John's Abbey
Collegeville, Minnesota

Re: John Doe 10A vs. The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey, Diocese of St. Cloud, St. Augustine's Church in St. Cloud, Minnesota and Father Richard Eckroth

Dear Father Eckroth:

Enclosed and personally served upon you please find the Summons and Complaint regarding the above-referenced matter.

For your information, Plaintiff identified as John Doe 10A is

Very truly yours,

Jeffrey R. Anderson

JRA:lrb
Enc.

†Certified as Civil Trial Specialist *Also admitted in Wisconsin **Also admitted in Washington, D.C. ††Also admitted in California and Colorado

STATE OF MINNESOTA

COUNTY OF STEARNS

DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

John Doe 10A,

Plaintiff,

vs.

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

Defendants.

SUMMONS

Court File No. _____

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to serve upon 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.

Dated: 6/14/94

REINHARDT AND ANDERSON

By: Jeffrey R. Anderson, #2057
Karen A. Kugler, #220462
Attorneys for Plaintiff
E-1400 First Natl Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 227-9990

By: Gregory Walz, #183891
Attorney for Plaintiff
925 South First Street
St. Cloud, MN 56302
(612) 253-3700

34834

STATE OF MINNESOTA

COUNTY OF STEARNS

DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

John Doe 10A,

Plaintiff,

vs.

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

Defendants.

COMPLAINT

Court File No. _____

Plaintiff, for his cause of action against defendants alleges that:

PARTIES

1. Plaintiff John Doe 10A, whose identity is made known to defendants by separate cover letter, is an adult male resident of the State of Iowa. Plaintiff John Doe 10A was a minor resident of the state of Minnesota at the time of all sexual abuse and sexual exploitation alleged herein.

2. At all times material, defendant The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey (hereinafter "Order"), a Roman Catholic religious order of priests, was and continues to be a non-profit religious organization authorized to conduct business and conducting business in the State of Minnesota with its principle place of business at St. John's Abbey, Collegeville, Minnesota.

3. At all times material, defendant Father Richard Eckroth was a Roman Catholic priest, educated by, ordained in and under the direct supervision, authority, employ and control

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of defendant Order. On information and belief, defendant Father Richard Eckroth is currently assigned to St. John's Abbey.

FACTS

4. Plaintiff John Doe 10A was raised in a devout Roman Catholic family, was baptized, confirmed and regularly celebrated weekly mass and received the holy sacraments through the Roman Catholic church, and particularly through St. Augustine's Church. In addition to very active participation in St. Augustine's Church, John Doe 10A attended St. Augustine's Parochial School. As a result, Plaintiff developed and maintained great admiration, trust, reverence and respect for Roman Catholic priests.

5. In approximately the summer of 1971 or 1972, during the time that plaintiff John Doe 10A was serving as an altar boy at St. Augustine's Church, he spent a great deal of time at St. Augustine's Church rectory. At the same time, defendant Father Richard Eckroth, though officially assigned to the Convent of St. Benedict, spent time in and around the rectory of St. Augustine's Church and ultimately, as a result of his position as a respected and revered Catholic priest, befriended the minor plaintiff and became a mentor and counselor to Plaintiff John Doe 10A.

6. In approximately the summer of 1971 or 1972, defendant Father Richard Eckroth sexually abused plaintiff John Doe 10A, who was then merely seven or eight years old, on two occasions. The sexual abuse occurred at a cabin located in northern Minnesota, which, on information and belief, was owned and operated by the Order. Following the sexual abuse, defendant Father Richard Eckroth threatened and coerced Plaintiff into secrecy by telling Plaintiff that he would kill Plaintiff if anyone ever found out about the sexual contact.

7. On information and belief, defendant Father Richard Eckroth engaged in a variety of aberrant sexual behaviors with minor children in and around the St. Cloud area. Specifically, defendant Father Richard Eckroth fondled the genitals of other minor males and had minor females undress in front of him. Defendant Father Richard Eckroth, using his position as a trusted and respected parish priest, would befriend minor children of the parish by passing out candy, inviting children swimming, and inviting children to a lake cabin in or around the St. Cloud area on the pretext of church retreats.

8. As a direct result of the sexual abuse and sexual exploitation, plaintiff John Doe 10A has suffered and continues to suffer severe emotional distress, embarrassment, loss of self esteem, humiliation and psychological injuries, and physical manifestations thereof, was prevented and will continue to be prevented from performing his normal daily activities and obtaining the full enjoyment of life, has sustained loss of earnings and loss of earning capacity, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling.

9. The sexual abuse of plaintiff John Doe 10A and the circumstances under which it occurred caused Plaintiff to develop various coping mechanisms, including denial and self-blame, and subsequently symptoms of psychological distress, including great shame, humiliation, loss of self-esteem and depression. Because of the coping mechanisms and psychological distress which resulted, and the coercive nature of the threats made by defendant Father Richard Eckroth, plaintiff John Doe 10A did not know, nor did he have reason to know that he was a victim of sexual abuse and suffered injury as a result of that abuse until within two years of bringing this claim. Plaintiff's action is therefore timely pursuant to common law tolling

provisions and Minn. Stat. § 541.073.

COUNT I: DEFENDANT FATHER RICHARD ECKROTH - BATTERY

Plaintiff, for his first cause of action against defendant Father Richard Eckroth, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

10. In approximately the summer of 1971 or 1972, defendant Father Richard Eckroth engaged in unpermitted, harmful and offensive sexual contact upon the person of the minor plaintiff John Doe 10A.

11. As a direct result of the sexual battery, plaintiff John Doe 10A has suffered the injuries and damages described herein.

COUNT II: DEFENDANT ORDER - VICARIOUS LIABILITY

Plaintiff, for his first cause of action against defendant Order, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

12. At all times material, defendant Father Richard Eckroth was employed by defendant Order. Defendant Father Richard Eckroth was under defendant Order's direct supervision and control when he committed the wrongful acts described herein. Defendant Father Richard Eckroth engaged in this conduct while in the course and scope of his employment with defendant Order and/or accomplished the sexual abuse by virtue of his job-created authority and therefore, this Defendant is liable for the negligent and wrongful conduct of defendant Father Richard Eckroth under the law of vicarious liability, including the doctrine of respondeat superior.

COUNT III: DEFENDANT ORDER - NEGLIGENT PLACEMENT AND/OR SUPERVISION

Plaintiff for his second cause of action against defendant Order, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth under this count and further alleges that:

13. Defendant Order by and through its agents knew or should reasonably have known of defendant Father Richard Eckroth's dangerous and exploitive propensities as a child sexual abuser and/or an unfit agent, and despite such knowledge, defendant Order negligently placed defendant Father Richard Eckroth in the position of trust and authority where he had access to minor children and was able to commit the wrongful acts against the plaintiff. Defendant Order failed to provide reasonable supervision of defendant Father Richard Eckroth and failed to provide adequate warning to Plaintiff and his family.

14. As a direct result of Defendant's negligent conduct, plaintiff John Doe 10A has suffered the injuries and damages described herein.

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WHEREFORE, Plaintiff demands judgement against Defendants individually, jointly and severally in an amount in excess of $50,000 plus costs, disbursements, reasonable attorneys fees, interest, and whatever other relief the Court deems just and equitable.

Dated: 6/14/94

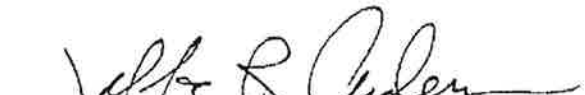
REINHARDT AND ANDERSON

By: Jeffrey R. Anderson, #2057
Karen A. Kugler, #220462
Attorneys for Plaintiff
E-1400 First Natl Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 227-9990

By: Gregory Walz, #183891
Attorney for Plaintiff
925 South First Street
St. Cloud, MN 56302
(612) 253-3700

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.21, subdivision 2, to the party against whom the allegations in this pleading are asserted.



Jeffrey R. Anderson

34834

REINHARDT & ANDERSON

Attorneys at Law

E-1000 First National Bank Building
332 Minnesota Street, Saint Paul, Minnesota 55101
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Jeffrey R. Anderson*†
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Teresa K. Patton††
Sara Madsen
Harvey H. Eckart
David S. Burleson
Barbara J. Felt
Gavin S. Wilkinson

June 14, 1994

The Order of St. Benedict
Collegeville, Minnesota

Re: John Doe 10A vs. The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey, Diocese of St. Cloud, St. Augustine's Church in St. Cloud, Minnesota and Father Richard Eckroth

To Whom It May Concern:

Enclosed and personally served upon you please find the Summons and Complaint regarding the above-referenced matter.

For your information, Plaintiff identified as John Doe 10A is

Very truly yours,

Jeffrey R. Anderson

JRA:lrb
Enc.

†Certified as Civil Trial Specialist *Also admitted in Wisconsin **Also admitted in Washington, D.C. ††Also admitted in California and Colorado

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF STEARNS | SEVENTH JUDICIAL DISTRICT

John Doe 10A,

Plaintiff,

vs.

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

Defendants.

SUMMONS

Court File No. _____

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to serve upon 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.

Dated: 6/14/94

REINHARDT AND ANDERSON

By: Jeffrey R. Anderson, #2057
Karen A. Kugler, #220462
Attorneys for Plaintiff
E-1400 First Natl Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 227-9990

By: Gregory Walz, #183891
Attorney for Plaintiff
925 South First Street
St. Cloud, MN 56302
(612) 253-3700

34834

STATE OF MINNESOTA

COUNTY OF STEARNS

DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

John Doe 10A,

Plaintiff,

vs.

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

Defendants.

COMPLAINT

Court File No. _____

Plaintiff, for his cause of action against defendants alleges that:

PARTIES

1. Plaintiff John Doe 10A, whose identity is made known to defendants by separate cover letter, is an adult male resident of the State of Iowa. Plaintiff John Doe 10A was a minor resident of the state of Minnesota at the time of all sexual abuse and sexual exploitation alleged herein.

2. At all times material, defendant The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey (hereinafter "Order"), a Roman Catholic religious order of priests, was and continues to be a non-profit religious organization authorized to conduct business and conducting business in the State of Minnesota with its principle place of business at St. John's Abbey, Collegeville, Minnesota.

3. At all times material, defendant Father Richard Eckroth was a Roman Catholic priest, educated by, ordained in and under the direct supervision, authority, employ and control

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of defendant Order. On information and belief, defendant Father Richard Eckroth is currently assigned to St. John's Abbey.

FACTS

4. Plaintiff John Doe 10A was raised in a devout Roman Catholic family, was baptized, confirmed and regularly celebrated weekly mass and received the holy sacraments through the Roman Catholic church, and particularly through St. Augustine's Church. In addition to very active participation in St. Augustine's Church, John Doe 10A attended St. Augustine's Parochial School. As a result, Plaintiff developed and maintained great admiration, trust, reverence and respect for Roman Catholic priests.

5. In approximately the summer of 1971 or 1972, during the time that plaintiff John Doe 10A was serving as an altar boy at St. Augustine's Church, he spent a great deal of time at St. Augustine's Church rectory. At the same time, defendant Father Richard Eckroth, though officially assigned to the Convent of St. Benedict, spent time in and around the rectory of St. Augustine's Church and ultimately, as a result of his position as a respected and revered Catholic priest, befriended the minor plaintiff and became a mentor and counselor to Plaintiff John Doe 10A.

6. In approximately the summer of 1971 or 1972, defendant Father Richard Eckroth sexually abused plaintiff John Doe 10A, who was then merely seven or eight years old, on two occasions. The sexual abuse occurred at a cabin located in northern Minnesota, which, on information and belief, was owned and operated by the Order. Following the sexual abuse, defendant Father Richard Eckroth threatened and coerced Plaintiff into secrecy by telling Plaintiff that he would kill Plaintiff if anyone ever found out about the sexual contact.

7. On information and belief, defendant Father Richard Eckroth engaged in a variety of aberrant sexual behaviors with minor children in and around the St. Cloud area. Specifically, defendant Father Richard Eckroth fondled the genitals of other minor males and had minor females undress in front of him. Defendant Father Richard Eckroth, using his position as a trusted and respected parish priest, would befriend minor children of the parish by passing out candy, inviting children swimming, and inviting children to a lake cabin in or around the St. Cloud area on the pretext of church retreats.

8. As a direct result of the sexual abuse and sexual exploitation, plaintiff John Doe 10A has suffered and continues to suffer severe emotional distress, embarrassment, loss of self esteem, humiliation and psychological injuries, and physical manifestations thereof, was prevented and will continue to be prevented from performing his normal daily activities and obtaining the full enjoyment of life, has sustained loss of earnings and loss of earning capacity, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling.

9. The sexual abuse of plaintiff John Doe 10A and the circumstances under which it occurred caused Plaintiff to develop various coping mechanisms, including denial and self-blame, and subsequently symptoms of psychological distress, including great shame, humiliation, loss of self-esteem and depression. Because of the coping mechanisms and psychological distress which resulted, and the coercive nature of the threats made by defendant Father Richard Eckroth, plaintiff John Doe 10A did not know, nor did he have reason to know that he was a victim of sexual abuse and suffered injury as a result of that abuse until within two years of bringing this claim. Plaintiff's action is therefore timely pursuant to common law tolling

provisions and Minn. Stat. § 541.073.

COUNT I: DEFENDANT FATHER RICHARD ECKROTH - BATTERY

Plaintiff, for his first cause of action against defendant Father Richard Eckroth, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

10. In approximately the summer of 1971 or 1972, defendant Father Richard Eckroth engaged in unpermitted, harmful and offensive sexual contact upon the person of the minor plaintiff John Doe 10A.

11. As a direct result of the sexual battery, plaintiff John Doe 10A has suffered the injuries and damages described herein.

COUNT II: DEFENDANT ORDER - VICARIOUS LIABILITY

Plaintiff, for his first cause of action against defendant Order, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

12. At all times material, defendant Father Richard Eckroth was employed by defendant Order. Defendant Father Richard Eckroth was under defendant Order's direct supervision and control when he committed the wrongful acts described herein. Defendant Father Richard Eckroth engaged in this conduct while in the course and scope of his employment with defendant Order and/or accomplished the sexual abuse by virtue of his job-created authority and therefore, this Defendant is liable for the negligent and wrongful conduct of defendant Father Richard Eckroth under the law of vicarious liability, including the doctrine of respondeat superior.

COUNT III: DEFENDANT ORDER - NEGLIGENT PLACEMENT AND/OR SUPERVISION

Plaintiff for his second cause of action against defendant Order, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth under this count and further alleges that:

13. Defendant Order by and through its agents knew or should reasonably have known of defendant Father Richard Eckroth's dangerous and exploitive propensities as a child sexual abuser and/or an unfit agent, and despite such knowledge, defendant Order negligently placed defendant Father Richard Eckroth in the position of trust and authority where he had access to minor children and was able to commit the wrongful acts against the plaintiff. Defendant Order failed to provide reasonable supervision of defendant Father Richard Eckroth and failed to provide adequate warning to Plaintiff and his family.

14. As a direct result of Defendant's negligent conduct, plaintiff John Doe 10A has suffered the injuries and damages described herein.

34834

WHEREFORE, Plaintiff demands judgement against Defendants individually, jointly and severally in an amount in excess of $50,000 plus costs, disbursements, reasonable attorneys fees, interest, and whatever other relief the Court deems just and equitable.

Dated: 6/14/94

REINHARDT AND ANDERSON

By: Jeffrey R. Anderson, #2057
Karen A. Kugler, #220462
Attorneys for Plaintiff
E-1400 First Natl Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 227-9990

By: Gregory Walz, #183891
Attorney for Plaintiff
925 South First Street
St. Cloud, MN 56302
(612) 253-3700

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.21, subdivision 2, to the party against whom the allegations in this pleading are asserted.

Jeffrey R. Anderson

34834

REINHARDT & ANDERSON

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Harvey H. Eckart
David S. Burleson
Barbara J. Felt
Gavin S. Wilkinson

June 14, 1994

The Order of St. Benedict
Collegeville, Minnesota

Re: John Doe 10B vs. The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey, Diocese of St. Cloud, St. Augustine's Church in St. Cloud, Minnesota and Father Richard Eckroth

To Whom It May Concern:

Enclosed and personally served upon you please find the Summons and Complaint regarding the above-referenced matter.

For your information, Plaintiff identified as John Doe 10B is

Very truly yours,

Jeffrey R. Anderson

JRA:lrb
Enc.

†Certified as Civil Trial Specialist *Also admitted in Wisconsin **Also admitted in Washington, D.C. ††Also admitted in California and Colorado

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF STEARNS | SEVENTH JUDICIAL DISTRICT

John Doe 10B,

Plaintiff,

vs.

The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey, Diocese of St. Cloud, St. Augustine's Church in St. Cloud, Minnesota and Father Richard Eckroth,

Defendants.

SUMMONS

Court File No. _____

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to serve upon 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.

Dated: 6/14/94

REINHARDT AND ANDERSON

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Karen A. Kugler, #220462
Attorneys for Plaintiff
E-1400 First Natl Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 227-9990

By: Gregory Walz, #183891
Attorney for Plaintiff
925 South First Street
St. Cloud, MN 56302
(612) 253-3700

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STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF STEARNS | SEVENTH JUDICIAL DISTRICT

John Doe 10B,

Plaintiff,

vs.

The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey, Diocese of St. Cloud, St. Augustine's Church in St. Cloud, Minnesota and Father Richard Eckroth,

Defendants.

COMPLAINT

Court File No. _____

Plaintiff, for his cause of action against defendants alleges that:

PARTIES

1. Plaintiff John Doe 10B, whose identity is made known to defendants by separate cover letter, is an adult male resident of the State of Minnesota and was a minor at the time of all sexual abuse and sexual exploitation alleged herein.

2. At all times material, defendant The Order of St. Benedict of the Roman Catholic Church, a/k/a St. John's Abbey (hereinafter "Order"), a Roman Catholic religious order of priests, was and continues to be a non-profit religious organization authorized to conduct business and conducting business in the State of Minnesota with its principle place of business at St. John's Abbey, Collegeville, Minnesota.

3 At all times material, defendant Diocese of St. Cloud (hereinafter "Diocese") was and continues to be a Minnesota non-profit religious corporation under the Diocese of the Roman

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Catholic Church, whose principal place of business is located at 214 South Third Avenue, St. Cloud, Minnesota.

4. At all times material, defendant St. Augustine's Church in St. Cloud, Minnesota (hereinafter At. Augustine's Church), was and continues to be a Minnesota non-profit religious corporation, authorized to conduct business and conducting business at 443 2nd Street, Southeast, St. Cloud, Minnesota. Defendant Augustine's Church, on information and belief, was, at all material times, and continues to be under the direct authority of defendant Diocese.

5. At all times material, defendant Father Richard Eckroth was a Roman Catholic priest, educated by, ordained in and under the direct supervision, authority, employ and control of defendant Order. Defendant Father Richard Eckroth, at all times material, was contemporaneously under the employ and control of defendant Diocese of St. Cloud and St. Augustine's Church, St. Cloud, Minnesota. On information and belief, defendant Father Richard Eckroth is currently assigned to St. John's Abbey.

FACTS

6. Plaintiff John Doe 10B was raised in a devout Roman Catholic family, was baptized, confirmed and regularly celebrated weekly mass and received the holy sacraments through the Roman Catholic church, and particularly through St. Augustine's Church. Therefore, Plaintiff developed and maintained great admiration, trust, reverence and respect for Roman Catholic priests.

7. In approximately 1973 or 1974, plaintiff John Doe 10B was an altar boy at St. Augustine's Church and a student at St. Augustine's Parochial School. At this time, defendant Father Richard Eckroth was serving as an associate priest at St. Augustine's Church. As a

result, Plaintiff came into frequent contact with defendant Father Richard Eckroth through church and school activities and Plaintiff developed great admiration, trust, reverence and respect for Defendant Eckroth as his parish priest, teacher, holy man and authority figure.

8. In approximately 1973, defendant Father Richard Eckroth sexually abused plaintiff John Doe 10B, who was then merely seven years old, on two occasions. The first instance of sexual abuse occurred at a cabin near Bemidji, Minnesota, believed to be owned and operated by the Order. Defendant Father Richard Eckroth had taken a number of boys to the cabin, including Plaintiff, for a St. Augustine's Church retreat. While at the cabin, Defendant Father Richard Eckroth sodomized the minor plaintiff. The second instance of sexual abuse, which consisted of fondling and masturbation, occurred at the St. Augustine's rectory. Defendant Father Richard Eckroth threatened and coerced Plaintiff into secrecy by telling Plaintiff words to the effect of "Don't tell. If you do, you'll be dead."

9. On information and belief, defendant Father Richard Eckroth engaged in a variety of aberrant sexual behaviors with minor children in the St. Cloud area. Specifically, defendant Father Richard Eckroth fondled the genitals of other minor males and had minor females undress in front of him. Defendant Father Richard Eckroth, using his position as a trusted and respected parish priest, would befriend minor children of the parish by passing out candy, inviting children swimming, and inviting children to a lake cabin in or around the St. Cloud area on the pretext of church retreats.

10. As a direct result of the sexual abuse and sexual exploitation, plaintiff John Doe 10B has suffered and continues to suffer severe emotional distress, embarrassment, loss of self esteem, humiliation and psychological injuries, and physical manifestations thereof, was

prevented and will continue to be prevented from performing his normal daily activities and obtaining the full enjoyment of life, has sustained loss of earnings and loss of earning capacity, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling.

11. The sexual abuse of plaintiff John Doe 10B and the circumstances under which it occurred caused Plaintiff to develop various coping mechanisms, including denial and self-blame, and subsequently symptoms of psychological distress, including great shame, humiliation, loss of self-esteem and depression. Because of the coping mechanisms and psychological distress which resulted, and the coercive nature of the threats made by defendant Father Richard Eckroth, plaintiff John Doe 10B did not know, nor did he have reason to know that he was a victim of sexual abuse and suffered injury as a result of that abuse until within two years of bringing this claim. Plaintiff's action is therefore timely pursuant to common law tolling provisions and Minn. Stat. § 541.073.

COUNT I: DEFENDANT FATHER RICHARD ECKROTH - BATTERY

Plaintiff, for his first cause of action against defendant Father Richard Eckroth, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

12. In approximately 1973, defendant Father Richard Eckroth engaged in unpermitted, harmful and offensive sexual contact upon the person of the minor plaintiff John Doe 10B.

13. As a direct result of the sexual battery, plaintiff John Doe 10B has suffered the injuries and damages described herein.

COUNT II: DEFENDANT ORDER - VICARIOUS LIABILITY

Plaintiff, for his first cause of action against defendant Order, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

14. At all times material, defendant Father Richard Eckroth was employed by defendant Order. Defendant Father Richard Eckroth was under defendant Order's direct supervision and control when he committed the wrongful acts described herein. Defendant Father Richard Eckroth engaged in this conduct while in the course and scope of his employment with defendant Order and/or accomplished the sexual abuse by virtue of his job-created authority and therefore, this Defendant is liable for the negligent and wrongful conduct of defendant Father Richard Eckroth under the law of vicarious liability, including the doctrine of respondeat superior.

COUNT III: DEFENDANT ORDER - NEGLIGENT PLACEMENT AND/OR SUPERVISION

Plaintiff for his second cause of action against defendant Order, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth under this count and further alleges that:

15. Defendant Order by and through its agents knew or should reasonably have known of defendant Father Richard Eckroth's dangerous and exploitive propensities as a child sexual abuser and/or an unfit agent, and despite such knowledge, defendant Order allowed defendant Father Richard Eckroth to be negligently placed in the position of trust and authority as a parish priest where he had access to minor children and was able to commit the wrongful acts against the plaintiff. Defendant Order failed to provide reasonable supervision of defendant Father

Richard Eckroth and failed to provide adequate warning to Plaintiff and his family.

16. As a direct result of Defendant's negligent conduct, plaintiff John Doe 10B has suffered the injuries and damages described herein.

COUNT IV: DEFENDANT DIOCESE - VICARIOUS LIABILITY

Plaintiff, for his first cause of action against defendant Diocese, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

17. At all times material, defendant Father Richard Eckroth was contemporaneously employed by defendant Diocese, receiving the permission of the Bishop of the Diocese of St. Cloud to serve as a parish priest at St. Augustine's Church. Defendant Father Richard Eckroth was under defendant Diocese's direct supervision and control when he committed the wrongful acts described herein. defendant Father Richard Eckroth engaged in this conduct while in the course and scope of his employment with defendant Diocese and/or accomplished the sexual abuse by virtue of his job-created authority and therefore, this Defendant is liable for the negligent and wrongful conduct of defendant Father Richard Eckroth under the law of vicarious liability, including the doctrine of respondeat superior.

COUNT V: DEFENDANT DIOCESE - NEGLIGENT PLACEMENT AND/OR SUPERVISION

Plaintiff for his second cause of action against defendant Diocese, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth under this count and further alleges that:

18. Defendant Diocese by and through its agents knew or should reasonably have known of defendant Father Richard Eckroth's dangerous and exploitive propensities as a child sexual abuser and/or an unfit agent, and despite such knowledge, defendant Diocese negligently placed defendant Father Richard Eckroth in the position of trust and authority as a parish priest where he had access to minor children and was able to commit the wrongful acts against the plaintiff. Defendant Diocese failed to provide reasonable supervision of defendant Father Richard Eckroth and failed to provide adequate warning to Plaintiff and his family.

19. As a direct result of Defendant's negligent conduct, plaintiff John Doe 10B has suffered the injuries and damages described herein.

COUNT VI: DEFENDANT ST. AUGUSTINE'S CHURCH - VICARIOUS LIABILITY

Plaintiff, for his first cause of action against defendant St. Augustine's Church, alleges as follows:

Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this Count and further alleges that:

20. At all times material, defendant Father Richard Eckroth was contemporaneously employed as a parish priest by defendant St. Augustine's Church. Defendant Father Richard Eckroth was under defendant St. Augustine's Church direct supervision and control when he

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committed the wrongful acts described herein. Defendant Father Richard Eckroth engaged in this conduct while in the course and scope of his employment with defendant St. Augustine's Church and/or accomplished the sexual abuse by virtue of his job-created authority and therefore, this Defendant is liable for the negligent and wrongful conduct of defendant Father Richard Eckroth under the law of vicarious liability, including the doctrine of respondeat superior.

COUNT VII: DEFENDANT ST. AUGUSTINE'S CHURCH - NEGLIGENT PLACEMENT AND/OR SUPERVISION

Plaintiff for his second cause of action against defendant St. Augustine's Church, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth under this count and further alleges that:

21. Defendant St. Augustine's Church by and through its agents knew or should reasonably have known of defendant Father Richard Eckroth's dangerous and exploitive propensities as a child sexual abuser and/or an unfit agent, and despite such knowledge, defendant St. Augustine's Church negligently allowed defendant Father Richard Eckroth to be placed in the position of trust and authority as a parish priest where he had access to minor children and was able to commit the wrongful acts against the plaintiff. Defendant St. Augustine's Church failed to provide reasonable supervision of defendant Father Richard Eckroth and failed to provide adequate warning to Plaintiff and his family.

22. As a direct result of Defendant's negligent conduct, plaintiff John Doe 10B has suffered the injuries and damages described herein.

WHEREFORE, Plaintiff demands judgement against Defendants individually, jointly and severally in an amount in excess of $50,000 plus costs, disbursements, reasonable attorneys fees, interest, and whatever other relief the Court deems just and equitable.

Dated: 6/14/94

REINHARDT AND ANDERSON

By: Jeffrey R. Anderson, #2057
Karen A. Kugler, #220462
Attorneys for Plaintiff
E-1400 First Natl Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 227-9990

By: Gregory Walz, #183891
Attorney for Plaintiff
925 South First Street
St. Cloud, MN 56302
(612) 253-3700

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.21, subdivision 2, to the party against whom the allegations in this pleading are asserted.

Jeffrey R. Anderson

34845

JUNE 17, 1994

STATEMENT TO BE READ AT ALL MASSES
AT SAINT AUGUSTINE'S CHURCH, ST. CLOUD, JUNE 18 AND 19

The Friday St. Cloud Times reported civil lawsuits of sexual abuse which have been filed against Father Cosmas Dahlheimer and Father Richard Eckroth. The lawsuits concern accusations of sexual abuse against minors who were St. Augustine parishioners in the early 1970s when the alleged incidents occurred. Frs. Richard and Cosmas are former-St. Augustine's associate pastors.

When the allegations of abuse were made known to the superior of Saint John's Abbey, he immediately implemented the Abbey's policy regarding such accusations. The superior offered counseling to the victims who are now adults and to their families. Father Cosmas, age 85, has been retired in the health center at Saint John's for five years. Because of his frail physical and mental health, he is confined to the health center. Father Richard, age 67, also lives in the monastery. He has received psychological evaluation.

During the last several years, Saint John's Abbey has undertaken a number of initiatives to intervene immediately when sexual abuse charges are made, to care for a victim's needs to help achieve healing, to deal quickly and responsibly with perpetrators and to take every step possible to prevent sexual abuse. Saint John's has announced the availability of victim's advocates to care for the needs of victims.

Today Saint John's Abbey reasserts its pledge to respond immediately when an accusation is made against a member of the monastic community. Sexual abuse and exploitation are unquestionably deplorable.

The Saint John's monastic community wants parishioners of St. Augustine's parish to know of its deep concern for the pain sexual abuse causes victims, their families and parishioners. To provide an opportunity to deal with the anger, pain and loss which many of you are feeling, there will be a meeting for parishioners only on Wednesday, June 22, at 7:30 p.m. in the parish hall. Abbot Timothy Kelly of Saint John's Abbey and Father Daniel Taufen will be present to answer questions, respond to concerns and to pray with the parish for all those involved in this regrettable matter.

Please support one another and pray for God's blessing and peace.

COLLEGEVILLE, MN (June 17, 1994) -- Civil lawsuits of sexual abuse have been filed against Father Cosmas Dahlheimer, O.S.B., and Father Richard Eckroth, O.S.B., both of Saint John's Abbey. The lawsuits concern allegations of sexual abuse of male minors who are now adults during the 1970s.

When the allegations of abuse were made known to the superior of Saint John's Abbey, he immediately implemented the abbey's policy regarding such allegations. Abbot Timothy Kelly offered to make counseling available to the alleged victims and their family members.

Father Dahlheimer, age 85, has been retired in the monastery's health center at Saint John's for five years. Because of his frail physical and mental health, he is confined to the health center. Father Eckroth, age 67, has received psychological evaluation and currently lives in the monastery.

The Saint John's monastic community is saddened by these allegations and reaffirms its pledge to respond immediately when any such accusation is made against a member of the abbey. Abbot Timothy said, "The first concern of the monastic community is to offer care and counseling for victims. Because sexual abuse and exploitation are unquestionably deplorable, this community will continue to follow every detail of its 1989 policy in these matters."

CASTOR, KLUKAS, SCHERER & LOGREN
CHARTERED

ATTORNEYS AT LAW
1800 RAND TOWER
527 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

(612) 338-8623
Fax (612) 338-7508

JOHN E. CASTOR*
JEROME R. KLUKAS
RICHARD S. SCHERER
ARLEN R. LOGREN

MARK J. PADGETT

*ALSO ADMITTED IN WISCONSIN

June 24, 1994

REINHARDT & ANDERSON
E-1400 First National Bank Building
332 Minnesota Street
St. Paul, MN 55101

VIA FACSIMILE
297-6543

Attention: Jeffrey R. Anderson

Re: John Doe 10A v. The Order of St. Benedict, et al.
John Doe 10B v. The Order of St. Benedict, et al.
Our File Nos.: 8602 & 8603

Dear Mr. Anderson:

The purpose of this letter is to request that you immediately voluntarily amend the Complaints in these actions to eliminate the references to sexual abuse, assault, exploitation and improprieties involving minor children other than your two clients. Specifically, I am referring to paragraph 7 of the Complaint and paragraph 9 of the Complaint.

It appears to me that those allegations are irrelevant and immaterial to the claims you have asserted on behalf of your clients. The matters asserted are patently scandalous. Those and the other allegations filed with the Court and publicized through the media damage the good names, reputations and interests of all of the defendants and those of St. John's and Fr. Eckroth, in particular. In addition to those areas of harm, the allegation that there have been numerous other incidents of criminal sexual misconduct attributable to St. John's involving unidentified local boys and girls will adversely affect St. John's right to trial by a fair and impartial jury. You have literally caused every parent, grandparent and other concerned persons in the St. Cloud area to wonder if someone close to them has been victimized. Unless you and I can work out some type of mutually acceptable corrective action, it will be necessary for me to proceed formally to request that the immaterial allegations

be stricken and for sanctions available under Rule 11 and M.S. §549.21.

Further, assuming that the attached St. Cloud Times newspaper articles are accurate, it appears that you personally were involved in generating the publicity, including the allegations of the existence of other unidentified victims. Among other things, I refer you to Rule 3.6 of the Rules of Professional Conduct which prohibit the dissemination of extrajudicial statements that the lawyer knows or reasonably should have known that there is a substantial likelihood of materially prejudicing a pending proceeding. While the Minnesota Rule specifically refers only to criminal proceedings, my understanding is that the ABA model role either recently adopted or still under consideration extends it to civil proceedings. In any event, the same concept of unfair prejudice applies.

Because of the time limitations for bringing a motion to strike, I ask that you give these matters your immediate attention. In addition to the allegations relating to these cases, the June 17th St. Cloud Times article reports that two lawsuits involving St. John's monks had been settled. My understanding of the settlement agreements made is that the settlements were confidential and that disclosure of the fact of settlement was precluded by the agreements entered. I hope that you were not the information source for the tally, as the disclosure certainly makes it more difficult to consider future settlements, such as those made on a cost of defense basis where the claims are highly questionable and susceptible to dismissal, in any event.

Realizing your role is that of an advocate, I am not suggesting that you hold back; merely that you confine your advocacy to the courtroom setting where relevant evidence and not mere accusations are submitted to the jury for its determination of the truth. I will be starting a week's vacation on July 1 and request that you respond by the morning of June 30th if you believe that the situation can and should be rectified without the necessity of a motion.

Yours very truly,

Jerome R. Klukas

JRK:kn
Enclosures

cc: Robert T. Stich, Esq.
John D. Quinlivan, Esq.

ORDER OF ST. BENEDICT, INC.

Collegeville, Minnesota

MEMORANDUM

TO: Fr. Gordon Tait

FROM: Fr. Albert R. Ecroth, OSB

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

OSB2558

WALZ LAW

[redacted]

Retirement Agreement: [redacted] nd The Order of St. Benedict

Date of Retirement: January 1, 1992

Health Insurance: Effective January 1, 1985 through December 31, 1989 the Order will continue 75% of health insurance for you and your spouse and dependents as long as they meet the eligibility requirements of the health insurance plan. Since you will be 62 at the time of retirement you will receive the then standard group health insurance plan available to employees until age 65. At age 65 you will then receive the Medicare Supplement plan available through the Human Resource Office. Effective December 31, 1989 you will be eligible to continue the coverage at your own expense for life. Should you pass away during the 60 month period that the Order is providing 75% of your health insurance benefits, your surviving spouse will receive 75% of the health insurance premium for the remainder of the period ending December 31, 1993.

After that your surviving spouse may continue to pay the cost as set forth in [illegible]

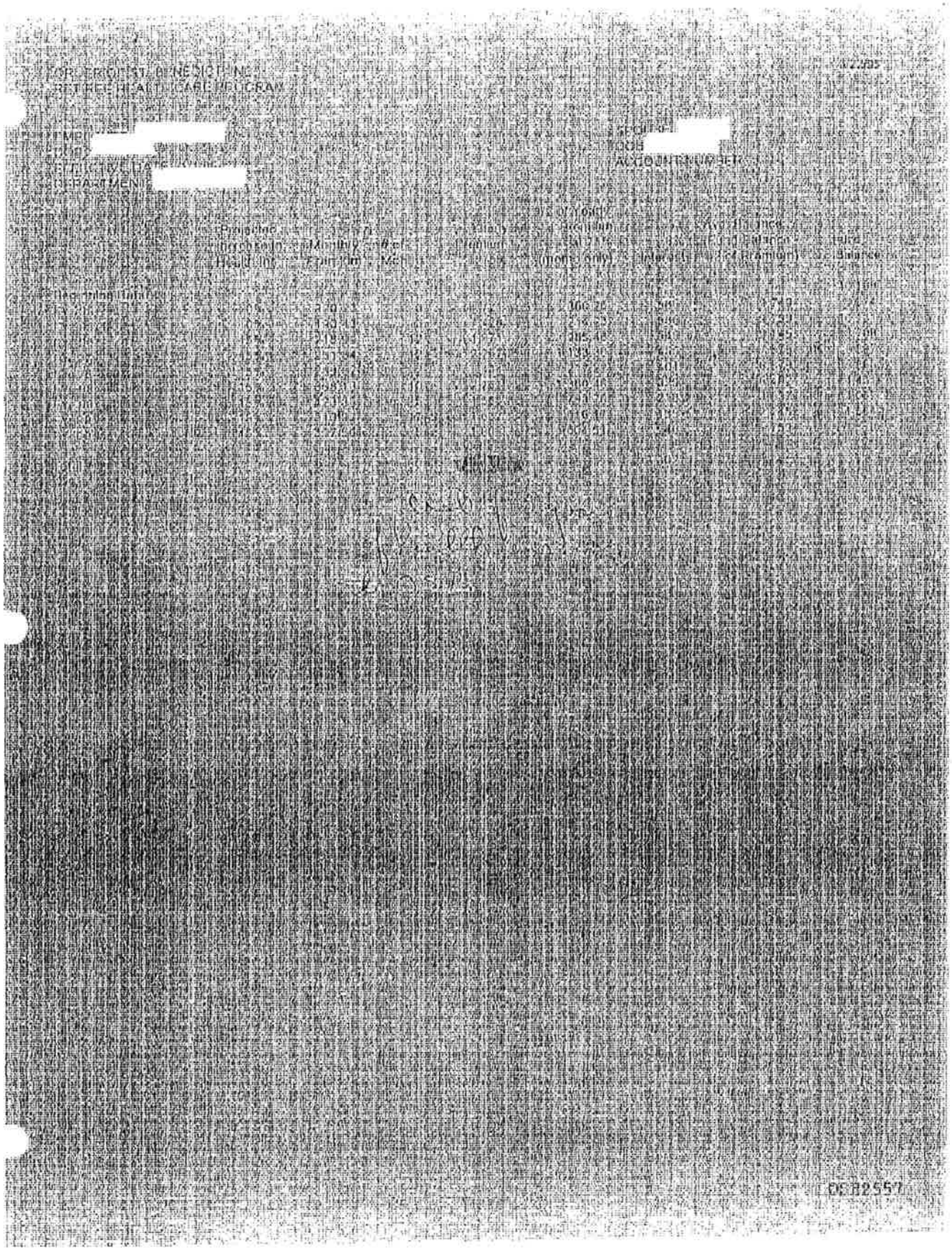
For the period of January 1, 1993 through March 31, 1993 seventy-five percent (75%) of the health insurance premium for family coverage ($537.02) will be paid by Sacred Heart Johns and twenty-five percent (25%) of the health insurance premium ($196.74) will be paid by you. Effective April 1, 1993 coverage will be changed to family coverage to employee and spouse and seventy-five percent (75%) of the health insurance premium ($190.98) and twenty-five percent (25%) of the health insurance premium ($64.10) will be paid by you. Effective December 31, 1993 the entire premium will be paid by you. [illegible]

[redacted]

[illegible]

Health insurance coverage will remain in the name of Arlene Vorel [illegible]

06 02596



DOCUMENT 1

ORDER OF ST. BENEDICT, INC.
Conducting St. John's Abbey, University, Preparatory School, Liturgical Press
Box 5000
COLLEGEVILLE, MINNESOTA 56321-5000

Human Resources

(612) 363-2508
FAX (612) 363-2115

MEMORANDUM

TO: Renee McGraw, O.S.B.

FROM: Herbert Trenz, Director of Human Resources

SUBJECT: [redacted] date

DATE: September 14, 1995

The last contact our office has had with the [redacted] orney was by way of his letter of April 27, 1995 regarding the [redacted] alth insurance premiums. We responded on April 28 by sending him a copy of the Retirement Agreement which has been entered into with [redacted] dated January 1, 1995.

They are continuing to pay their share of the health insurance premium which is presently $87.50 plus the basic and dependent life insurance premiums for the coverage they are continuing. This amounts to a total of $98.35 per month.

If you need further information, please advise.

OSB2551

STIPULATION AND RELEASE

[redacted] and the Order of Saint Benedict [illegible] the parties hereto stipulate and agree as follows:

WHEREAS:

1. [redacted] and [redacted] are [redacted] of the Order of Saint Benedict and allege [illegible] psychological, emotional and other injuries as a result of certain events [illegible] children and [illegible]

2. The Order of Saint Benedict has denied liability for any damages to [redacted] or other members of their family and [illegible]

3. [redacted] requested that the Order of Saint Benedict pay for ongoing counseling and therapy plus support until [redacted] has proposed retirement date of January [illegible] and [illegible]

4. The Order of Saint Benedict wishes to pay for reasonable therapy and counseling expenses incurred by [redacted] and other members of [illegible] family that are approved and [illegible] proposed retirement date of January [illegible]

THEREFORE, the parties agree and stipulate as follows:

[redacted] will continue as [redacted] through [illegible] 199[illegible] [illegible] will pay [illegible] an annual year [illegible] leave [illegible] he shall be eligible for [illegible] employee benefits except as indicated below.

[redacted] agrees that he shall retire on [illegible] with the Order of Saint Benedict. Upon retirement [redacted] will be eligible for all health benefits and accumulated sick leave [illegible] an employee retiring under [illegible] at the level at which employee with [redacted] accumulated seniority.

[redacted] agrees not to make any claim against the Order of Saint Benedict for [redacted] shall be entitled to [illegible] medical disability. If [redacted] receives medical disability, the financial terms of this Agreement shall terminate and new terms shall be negotiated in accordance with the provisions of the medical disability.

[illegible]

4. Neither this Agreement nor the fact of payment shall be admissible as evidence for any purposes.

5. [redacted] and agree that this Agreement includes a release of all their claims arising from incidents involving their children and members of the Order of Saint Benedict, including but not limited to claims for known, unknown, latent, developed and undeveloped injuries, anticipated and unanticipated consequences, and known and unknown developments of such injuries and claims as respects the nature, extent and permanency of any of such injuries.

6. The Parties agree that the existence of this Agreement and its terms and conditions may be disclosed in accordance [redacted] Disclose the existence of this Agreement, its terms and conditions to any [redacted] except their attorneys, accountants, tax advisors, state and federal tax authorities, or as required by law, and in order of Saint Benedict also agree [redacted] Disclose the existence of this agreement except [redacted] necessary to their attorneys, accountants, state and federal tax authorities, or as required by law, or in order of Saint Benedict, or as required by a court, regulatory or governmental agency, or in response to any claim, suit or other legal action initiated by the Church or the Order of Saint Benedict. [redacted]

[redacted]

[redacted]

Subscribed and sworn to before me this ____ day of ____

Notary Public

Dated

THE ORDER OF SAINT BENEDICT

By _____
Timothy K[illegible]
President

Update
10 January 2002

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 Rome, Italy (Philosophy)
Licenciate	1949	Collegio de Sant Anselmo Rome, Italy (Philosophy)
Ordination	1953	St. John's University (Divinity)

ASSIGNMENTS

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

Assistant Procurator
St. John's Abbey 1961

Prefect
St. Thomas Hall
St. John's Abbey 1964 – 1966

Prefect
St. Anselm Hall
St. John's Abbey 1966 – 1967

Chaplain
St. Benedict's Monastery
St. Joseph, Minnesota 1967 –1973

Chaplain
St. Benedict's High School
St. Joseph, Minnesota 1970

Instructor
St. Benedict's High School
St. Joseph, Minnesota 1967 – 1970

Associate Pastor
St. Augustine's Parish
St. Cloud, Minnesota 1973 – 1974

Associate Pastor
Seven Dolors
Albany, Minnesota 1974 – 1976

Supervisor/Laborer
Monastery Cosntruction 1954
Barn removal/flap pole relocation/stone ticket booths
Forestry for new I-94; South of Pfleuger, damaged tree removal
Renovation of Log Cabin on Clara Kremer Swenson Lake Property
St. John's Abbey 1954 - 1977

Associate Pastor
Holy Family Church
Nassau, Bahamas Islands 1977 – 1978

Pastor/Roofer of churches/Painter of churches
St. Robert's, St. Gertrude's, Sacred Heard Church
South Andros, Bahamas Islands 1978 – 1986

Pastor/all around contractor
St. Benedict's, St. Boniface's, Holy Angel's Church
Mangrove Cay Bahamas Islands 1978 - 1986

Construction Supervisor
Holy Name Parish
Bimini, Bahamas 1987 - 1989

Monastic Member
St. Augustine's Monastery
Nassau, Bahamas 1989 – 1991

Pastor
St. John's Chrysostom Parish
Fresh Creek, Andros
Bahamas 1991 - 1993

Curator
Cemetery
St. John's Abbey 1993 – 1999

Chaplain (team)
St. Raphael's Convent
St. Cloud, Minnesota 1996 – 1999

Chaplain Substitute
St. Scholastica Convent
St. Cloud, Minnesota 1993 – present

Monastic
St. Augustine's Monastery
Nassau, Bahamas 1997 (3 months?)

???

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

Skudlarek, William

From: Hemmesch, Michael
Sent: Monday, May 06, 2002 10:52 PM
To: Reinhart, Dietrich; Klassen, John
Cc: Culligan, Rob; Milbert, Mary; Kellom, Gar; Hoye, Gregory; McGee, Jon; Sommerer, Shaun; McGraw, Rene
Subject: KSTP-TV Lead Story for Monday, May 6

Importance: High

Please be aware that KSTP-TV, Channel 5 led their 10 p.m. newscast this evening with a story about the Stearns County Sheriffs Department and their ongoing investigation of the Fall 1974 murders of the and the fact that their names appeared on the Abbey's guest list of individuals that went with Fr. Richard Eckroth to the Abbey's cabin. Sheriff Kostreba was interviewed, as well as the sister and parents of the

I have a tape of the story and will forward the transcript of the newscast as soon as I receive it.

Michael Hemmesch
SJU Director of Communication/Sports Information
College of Saint Benedict/Saint John's University
Phone: (320) 363-2595
Fax: (320) 363-3446
mhemmesch@csbsju.edu <mailto:mhemmesch@csbsju.edu>
<http://www.csbsju.edu/news/>

41° Cloudy
6:53:11 AM
St. Paul/Minneapolis, MN

To build your own Eyewitness News 5Cast: (HELP)
Check the 'Add to 5Cast' box next to the story you want to watch.
When you've selected all the stories you want, click the 'Play My 5Cast' button.

Eyewitness News investigation: Two girls killed 30 years ago spent time in a cabin owned by St. John's Abbey

Publishing date: 05-07-2002 01:11 AM

"I thought I didn't ever want to reenter this case again," says Rita Reker.

But tonight, this mom and dad are re-entering the murder case of their two daughters.

It's a change of heart prompted by St. John's Abbot who for the first time is allowing law enforcement unlimited access to their priests' personal files.

Stearns County Sheriff Jim Kostreba says, "Right now we're very appreciative of the Abbot's willing to help to do what it takes."

Mary and Susie Reker are among the hundreds of children who went with Father Richard Eckroth in the 1970's to this isolated Northern Minnesota cabin owned by the Abbey.

Eckroth has never admitted any wrongdoing, but Abbot Klassen says he now believes there are credible allegations that Eckroth sexually molested children at the cabin.

An Eyewitness News investigation 18 months ago uncovered a copy of the list of children Eckroth brought to the cabin, including the two dead girls.

Their sister Betsy told us then she was haunted by what she remembers about Father Eckroth.

"I wonder about my sister Mary because I know there was some kind of conflict between her and him."

The girls were found stabbed to death in a quarry in the fall of 1974. Police pursued many leads including questioning Eckroth. He passed a polygraph but Sheriff Kostreba says the four investigators he's now assigned to this case will want to interview Eckroth again. Along with many others.

Kostreba says, "There are still other suspects that are not affiliated to St. John's."

Rita and Fred Reker appreciate the Abbot's new openess and they want to encourage parents of all the cabin children to end the decades of silence.

Fred Reker says, "I am hopeful that others will come forward and speak out about what took place at the cabin. So that the facts will be known."

And any unsolved cases can be aggresively pursued.

Skudlarek, William

From:	Hemmesch, Michael
Sent:	Thursday, May 09, 2002 9:39 AM
To:	Reinhart, Dietrich; Klassen, John
Cc:	Culligan, Rob; Milbert, Mary; Kellom, Gar; Hoye, Gregory; McGee, Jon; Sommerer, Shaun; McGraw, Rene; 'kuhnconsulting@msn.com'; 'rstich@sakbb.com'
Subject:	Another Star Tribune Story from Thursday, May 9

Women accuse St. John's Abbey priest of abuse

Warren Wolfe, Paul McEnroe and Pam Louwagie
Star Tribune

Published May 9, 2002

They were supposed to be joyous getaways with a priest well known by their families, a man who loved the outdoors and enjoyed taking groups of six or seven children on weekend outings in the 1970s.

But two women say what they experienced at a northern Minnesota cabin were weekends of horror.

Eckroth

St. Cloud Times

"I remember Father Richard got mad about something and we ran over to the neighbors," said Helen Olson, 42, of Woodbury. "The woman and her boys wanted us to stay the night there, but we didn't. I was 11. Father Richard raped me that night."

Father Richard is the Rev. Richard Eckroth, 75, a monk at St. John's Abbey in Collegeville, Minn., where he taught philosophy to students at St. John's University, was prefect at a residence hall and served as priest in two nearby parishes before he was transferred in 1977 to the abbey's Bahamas mission.

On Tuesday, Olson received a check for $10,000 from St. John's Abbot John Klassen, whom she told about her alleged abuse for the first time in January. He sent her $2,000 in April. The money, he said Wednesday, is to help with counseling and living costs.

An accompanying letter from the abbot said, "I know that this ordeal has been very hard for you and has taken a great deal of courage. I enclose $10,000 and I am hoping that this will be of help over the short haul."

Klassen said that the payments to Olson were not an admission that Eckroth is culpable, but "an acknowledgment that here is a person in great pain and great need."

Eckroth has denied any involvement with sexual abuse. Through an abbey spokesman, he declined Wednesday to talk with a reporter.

The Star Tribune is identifying the priest, who has not been charged with any crime, because he has been publicly identified by the abbot at St. John's Abbey, where his activities have been restricted since 1993 because

of sex-abuse allegations; he was the focus of sexual-abuse lawsuits, and has been identified by the Stearns County sheriff as a suspect in the 1974 stabbing deaths of Mary Reker, 15, and her sister Susanne, 12, of St. Cloud.

The abbot said he has started investigating allegations of sexual abuse by Eckroth and is considering hiring an outside investigator to assist him.

From 1971 to 1976, Eckroth routinely took small groups of boys and girls -- children of friends who worked as St. John's, or children from nearby parishes -- to a cabin near Bemidji, Minn., for overnight visits, Klassen said.

The cabin on Swenson Lake is owned by St. John's Abbey as a place for vacations and retreats for the monks in the Benedictine monastery.

Twin Cities attorney Jeff Anderson said that he has represented at least six victims of abuse by priests at the abbey. He said that before 1994 he settled "a few in the several-hundred-thousand-dollar range." After 1994, he said he was forced to settle for what he described as small cash settlements around $25,000 because the statute of limitations had elapsed.

He said three of the smaller settlements were suits against Eckroth. "I'm embarrassed and sad to say I had to settle for that on the victims' behalf," Anderson said.

He said a particularly sad case involved Elizabeth Vessel and her family. The statute of limitations had run out on their case and he couldn't help them. "That whole family suffered one horrible tragedy after another," he said.

A victim's story

Elizabeth Vessel's voice is full of something beyond rage when she goes deep to dredge the memories of what she says was abuse by Eckroth.

"Psychological mutilation. Abuse by religious elders. I've carried these scars for so many years," she said from her home in a small town in northern Idaho, which she asked remain unnamed. Vessel, now 38, said she was sexually abused at least four times at the cabin between the ages of 7 and 11.

Weeks ago she was invited to fly back to Minnesota by Abbot Klassen to describe what she remembers. With great reservations, she said, she came and, with her father at her side, she told Klassen of a childhood ruined. Whether that talk will lead to a settlement for her and her family, she said she hasn't a clue.

"I know that I want full compensation for my family for what we've all suffered," she said.

She describes what she recalls as if it happened last week:

The fondling in the cabin sauna, then up in the musty loft. The knife at her throat while the priest from St. John's Abbey molested her and told her she would die if she ever talked about what he was doing to her. This from the man who'd taught her father philosophy when he was a student at the St. John's prep school.

She said she was at the cabin at least once with the Reker girls but can't remember them ever saying whether they'd been sexually abused by the priest.

"I can't tell you I witnessed any other children having the kind of contact he [Eckroth] had with me," Vessel said.

It wasn't until she was 28 that the secrets she'd carried finally came out and her family learned of her abuse, she said.

Several years earlier, her brother had described the sexual abuse he said he suffered at the hands of Eckroth.

Now it was her.

"It made us scattered to the wind," she said. Those experiences had crippled a family, Vessel said, because the children subconsciously felt threatened if they talked to authorities, fearing that their father would lose his job as a sales rep and editor at the abbey's Liturgical Press.

"As kids we grew up thinking priests were God, people we were only to respect," she said. "We were only to obey them."

The priest was the only adult at the cabin, a trusted figure.

Vessel said the strongest threads of memory center on what took place in the sauna and the loft.

"In the sauna, I was laying on the top shelf and he was rubbing my backside with his hands -- of course, he'd instructed us all to be naked, and he penetrated me with his hand," she recalled. "I don't remember leaving the sauna, I don't remember if that was the end of the abuse."

The most horrific of her memories in the cabin, she said, was an attack that took place while playing spin the bottle one evening after dinner.

When Vessel won, she said the priest took her to a chest full of clothing, men's shirts and T-shirts, and odd garments described to her as costumes. She was supposed to choose the kind of clothes she wanted and then climb up to the loft.

"He brought me to the top of the ladder. I remember specifically his breath on the back of my knees," she said. The smell of leaves outside and old smells inside the loft filled her nose -- "like a place that hadn't been swept out or washed out."

"He stripped me naked with the intention of putting on this costume and while he was doing that he started cussing in my ear. . . . He had a knife to my throat -- silver knife -- I'd never seen it before and never again."

She said she felt that she might die. "What I do remember is him saying, 'I will kill you if you tell anybody.'

"And then he penetrated me again with his hand."

She didn't tell her parents. But after Ed Vessel's son tried to commit suicide in 1978, allegations that the son had been abused by Eckroth surfaced, Ed Vessel said. Now 63, he said he immediately took his concerns to social workers and doctors, asking them to tell the Stearns County sheriff. He also said he talked to a retired abbot at the time and several years later went to the sheriff. He said his questions went unanswered.

Elizabeth Vessel said: "My dad was not clear enough at the time to wheel around on a dime and go, 'Oh, my God, my daughters were up there, too; what happened to my daughters?' That happened years and years later when we came to him."

Later, she told him what she remembered of being abused and he talked with officials then, too, Ed Vessel said.

"It was always, 'You have our apology . . . profound and sincere and deep' and every other adjective you can put with it," he said.

Meeting with Weaver

Three years ago, Elizabeth and Ed Vessel and several supporters met with Minnesota Public Safety Director Charlie Weaver and state Planning Director Dean Barkley to discuss her allegations and some other cases.

On Wednesday, Weaver recalled the session as a "weird meeting" filled with allegations of corruption and a grand coverup. He said he didn't have a clear recollection of the issues surrounding the St. John's case.

James Kostreba, who is the current Stearns County sheriff, said Wednesday that his office isn't investigating either the Vessel or Olson cases.

Klassen said that since he became abbot 17 months ago, he has met with the Vessel family and with Helen Olson and three or four others who have alleged they were abused by priests from the abbey.

"They have been wrenching experiences, listening to their stories about abuse from men who are my brothers," he said.

Eckroth and 12 other monks accused of sexual abuse live at the abbey under restrictions imposed by previous abbots, limiting where they may go and who they may see. Seven, including former Abbot John Eidenschink -- abbot from 1971 to 1979 -- have admitted abuse, Klassen said. Eckroth and another have not. The other four men were involved with Internet pornography or incidents not involving other people, Klassen said.

Eidenschink transferred Eckroth to the Bahamas in 1977. Klassen said Wednesday that he asked the former abbot whether the transfer had anything to do with allegations of sexual abuse, "and he told me that they didn't, that he didn't know of any allegations at that time." Klassen said he has not asked Eidenschink if anyone ever came to him with allegations against Eckroth.

Olson said she went to Klassen in January after she no longer could work because of the stress.

"I've been in hospitals six or eight times, starting when I was 17 and suicidal," she said. She grew up in St. Joseph, Minn., a few miles from the abbey and was friends with the Vessels and other children taken to the cabin by Eckroth.

"I've got a good counselor now. I think I'm getting some help. But I'm in debt and I can't work, not yet," she said. She has been a medical records secretary and a day-care worker.

The $10,000 will help her with some bills and living costs for a few months: "Maybe by then I'll be able to work again, at least part-time," she said.

Sitting in his kitchen Wednesday, Ed Vessel said he and other parents feel guilt for entrusting their children to the priest, sending them on trips alone with him into the woods.

"I'm the father, the protector, the slayer of things under her bed," Vessel said as tears fell. "One of us [parents] should have gone along."

– The writers are at wolfe@startribune.com <mailto:wolfe@startribune.com> ; pmcenroe@startribune.com <mailto:pmcenroe@startribune.com>, and plouwagie@startribune.com <mailto:plouwagie@startribune.com>.

CONFRERE

Saint John's Abbey
Volume XXVII, no. 6

Collegeville, Minn
September, 1989

NAMES AND PLACES

With some modest apologies the editor sends out this issue of the paper. An apology to Fr TIMOTHY BACKOUS, who had composed just the right length essay describing the antics of a group of monks who went to the State Fair. He opened with this: "The monastic maiden voyage of Br JOHN KELLY'S new 'Urban Assault Vehicle' was on 2 September when 22 confreres made their way to the State Fair." I had to cut his story to that one sentence because of the amount of other things which flooded in. Further, the picture planned for this page "did not pass through the camera."

Part of the difficulty also came from the pen of Fr DANIEL DURKEN, who on another page is described as becoming liaison with other newspapers. He practiced on this paper. The first article he submitted had to be retyped on account of margin control. After that practice, he produced the following which needed no retyping.

CONFRERES COMPLETE OR CONTINUE STUDIES

The following "Who's Who and Where" list is a collection of confreres who have recently completed or are continuing their graduate studies in a variety of academic and pastoral areas:

TIMOTHY BACKOUS completed a doctor's degree in moral theolgoy at the Gregorian University in Rome. JOHN KULAS completed a doctor's degree in German literature at the University of Minnesota. JONATHAN LICARI completed a doctor's degree in Canon Law at St. Paul's Univeristy in Ottawa. COLUMBA STEWART completed a doctor's degree in the area of early Christian literature at Oxford University, England. DONALD TAUSCHER completed a two-year program in Clinical Pastoral Education (CPE) at Riverside Hospital in Minneapolis.

LINUS ASCHEMAN is pursuing a Master of Business Administration degree at the University of San Diego. MEINRAD DINDORF is taking a CPE course at Abbott Northwestern Hospital in Minneapolis. ROGER KASPRICK is doing CPE studies at Stanford University Hospital in California. MICHAEL KWATERA is writing his doctoral dissertation in the field of liturgy at the University of Notre Dame. LUKE MANCUSO has begun a doctoral program in English literature at the University of Iowa in Iowa City. RAYMOND PEDRIZETTI has a half-year sabbatical leave from the university and is serving as chaplain at Saint Scholastica Priory in Duluth while he reads and writes on topics of philosophy and religion. FRANCISCO SCHULTE is working on a doctor's degree in spirituality at the Gregorian University, Rome, and is assembling material for his dissertation on Spanish spirituality in the New World. ROBERT WIEBER is studying pastoral counselling at Loyola University in Baltimore.

This past summer PATRICK WALL took a CPE course at St. Mary's Medical Center in Duluth. DENNIS BEACH continued his master's studies at St. John's College, Sante Fe.

Fr AIDAN McCALL has a sabbatical leave and is spending part of it in New York City where he is residing with the Holy Ghost Fathers.

Excerpts from the Abbey Chronicle for August

1 Anthony Szpilka was invested as novice at morning prayer.

Abbot Jerome gave a conference on Chapters 34-36 of the Holy Rule.

2 Catholic Aid Association began its annual convention with celebration of the Eucharist by Bishop Jerome Hanus. Fr COLMAN BARRY was featured speaker.

8 Community debates the purchase of the Julkowski property.

12 Abbot Jerome announced the results of the election for Council of Seniors: Frs BALDWIN DWORSCHAK, DONALD TALAFOUS, WILFRED THEISEN, JOEL KELLY and Br Douglas Mullin. The Abbot's appointees are: Prior JONATHAN LICARI, KELLY RYAN, GORDON TAVIS, DANIEL WARD and SIMON BISCHOF.

Word reached the abbey of the death of Fr Blase Schumacher at the abbey of St Gregory; he had been a capitular of our abbey and had been active in the mission in Utah and Bahamas.

16 Total eclipse of the moon. Fr MELCHIOR FREUND had briefed the community on its features.

Abbot Jerome left for a meeting of the Major Religious Superiors, capped by a vacation.

22 Chapter meets and votes down the purchase of the Julkowski property

28 The Prep School began its 133rd year of continuous education

29 Community discussed at length the issue of the pharmacy.

30 Abbot Jerome announced that Fr DAN DURKEN had accepted the task of liaison for release of news items.

THE PHARMACY

The promised open forum on the pharmacy issue happened on 29 August. Abbot Jerome reviewed the issue beginning from a memo of Fr GERVASE SOUKUP. The latter, disturbed by the high cost of medication, had sent to ten pharmacies a bid on the 49 medications most used in our Health Center. Four returned bids, the lowest from Snyder's.

At least 20 person rose with opinions in the hour-long meeting. The suggestion of daily courier service uncovered hidden costs and personnel problems not always obvious.

In general, most voices brought approval to the present system--which one described as a useful luxury. Another reminded that we are a community of over 2000 persons. Other voices commented on removing non-prescription items from the pharmacy. Also comments were made about shoddy bookkeeping in pharmacy matters..

Fr ROMAN PAUR gave a summary statement about 8:40 which indicated that though the system may have some air of a luxury, it is a necessity to have the pharmacy on the campus. Abbot Jerome closed with the statement that he will again take up the matter with the council of seniors.

SIGNS OF PROGRESS

Fr RICHARD ECKROTH tested his health by a week's journey to Swenson Cabin with Br Stephen Thell, as companion, driver, cook and bottle washer. Richard was content to walk around the grounds and observe the many changes since he first went to the place and made it habitable. The greatest excitement--a huge bear track on the path to the vinyl-roofed outhouse.

On 25 August Fr JOHN EIDENSCHINK tested convalescence with the permission of his doctor by wandering to the Albany golf course. After a couple wild shots he settled down to play a few holes with his usual cronies. He now is able to play all 18.

LIST CHRONOLOGICALLY ALL THE MAJOR ASSIGNMENTS YOU HAVE RECIEVED SINCE PROFESSION AND ORDINATION. Give (a) the *type* or *nature* of the work, e.g., assistant pastor or plumber or math teacher in Prep school, (b) the *location*, (c) the *duration*, (d) any *special achievements* or items of note, e.g., built parish hall in 1978, or Danforth grant in 1980.

I have already a few years ago written up such a summary for the archives, so will only write here of my time in the Bahamas.

It was in January 1977 that I arrived in the Bahamas, assigned to join Frs. Cornelius, Nicholas, Brendan, Herman, Silvan, Remy and George to work under the direction of Bishop Hagarty. My initial appointment was to join Fr. Silvan as his assistant at Holy Family Church on Robbinson Road in Nassau. There was no rectory at Holy Family then, so I commuted back and forth from St. Augustine's Monastery. At St. Augustine's I helped a bit with physical things like moving the stone altar in the chapel to its present location down the steps from the old sanctuary level to a location closer to the congregation and on a level with the congregation, and I also built a lecture stand and 4 tall candle stands from Abaco pine. After one year with Fr. Silvan I took over the role of pastor of Holy Family Church until the autumn of 1979 when Bishop Hagarty assigned me to take care of the 3 churches on South Andros and the 3 on Mangrove Cay. This necessitated much boat travel between the 2 islands and some rather harrowing crossings. During the next 8 years I put new roofs on the churches at Little Creek, Kemp's Bay, and High Rock, as well as on the old church at Behring Point on North Andros where Fr. Gabriel used to live. I also painted all of the churches on South Andros as well as Holy Angels and St. Benedict's on Mangrove Cay at least once. In September 1987 Bishop Burke assigned me to Bimini to oversee the construction of the new Holy Name Church for that island. This was finished in a year and a half; and at that time Abbot Jerome of St. John's took me out of parochial ministry to join the community of St. Augustine's Monastery in Nassau. In the summer of 1989 I received a total hip replacement in St. Cloud Minnesota.

SAINT JOHN'S ABBEY

BOX 2015
COLLEGEVILLE, MINNESOTA 56321-2015

OFFICE OF THE ABBOT

May 16, 2002

Kenneth McDonald
Special Agent
Bureau of Criminal Apprehension
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,

Kelly Ryan

(Brother) Kelly Ryan, OSB
Secretary

PHONE 320 363-2544 FAX 320 363-3082

OFFICIAL COPY

AUTOMOBILE SCHEDULE

As of Jan. 22, 1974 II

FLEET #	YEAR	MAKE	IDENTIFICATION #	LOCATION	DRIVER
1	1973	Buick	4L69J3X159651	ST. MARTIN ~~Minneapolis~~	Fr. Ferdinand
2	1970	Chev. Bel Air	156690J200250	ALBANY ~~Medina~~	~~Service~~ FR RICHARD ~~Fr. Mathias~~
3	1967	Chev. Bel Air	154697J146770	Jacobs Prairie	Fr. Matthew
4	1973	Chevy Van 3/4 ton	CGQ253U182853	Collegeville	Electric Dept.
~~5~~	~~1964~~	~~Ford Panel Truck~~	~~E14TH506756~~	SOLD 6-18-74 ~~Collegeville~~	~~Paint Truck~~
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 (RELIEVER) ~~(BR. DAMIAN)~~
15	1964	Chev. 1-ton Flat-bed Truck	4C363J138073	Collegeville	Dray Truck (Kaunis)
16		Road Patrol Grader		Collegeville	
~~17~~	~~1968~~	~~Chevrolet~~	~~154698J201084~~	~~N.Y.C.~~	~~Fr. Casper~~
18	1964	Chev. Sedan	41669J337705	Grand Rapids	Fr. Othmar
19	1971	Chevelle	136371L182774	Cold Spring	Fr. Simon
20	1967	Ford Sedan	7P53C136685	HAYWARD ~~Cold Spring~~	FR PETER ~~Fr. Angelo~~
~~21~~	~~1969~~	Chevrolet KS 5035	156699J215699	SOLD 4/... 5-23- ~~Collegeville~~	~~Fr. Jude~~ 22-57
~~22~~	1970	Bel Air (for sale)	156690J169905	Collegeville	Service SOLD 3/2 $360.00
23	1973	Pickup Chev.	CCQ143J130489	Collegeville	Carpenters
24	1938	Ford Fire Truck	99T61905 Q444	Collegeville	Fire Dept.
25	1952	Ford Truck	M2SP13307	Collegeville	Snow Plow-Dump 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
~~2~~	~~1970~~	~~Chev. Bel Air~~	~~156690J200250~~		SOLD 1/6/75 ~~For sale at KR~~
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	COLLEGEVILLE ~~Grand Rapids~~	RESERVE ~~Fr. Othmar~~
19	1971	Chevelle	136371L182774	COLLEGEVILLE ~~Cold Spring~~	Fr. Simon
20	1967	Ford Sedan	7P53C136685	COLD SPR ~~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 Truck

* Indicates $100 Deductible

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 Rome, Italy (Philosophy)
Licenciate	1949	Collegio de Sant Anselmo Rome, Italy (Philosophy)
Ordination	1953	St. John's University (Divinity)

ASSIGNMENTS

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

Assistant Procurator
St. John's Abbey 1961

Prefect
St. Thomas Hall
St. John's Abbey 1964 – 1966

Prefect
St. Anselm Hall
St. John's Abbey 1966 – 1967

Chaplain
St. Benedict's Monastery
St. Joseph, Minnesota 1967 –1973

Chaplain
St. Benedict's High School
St. Joseph, Minnesota 1970

Instructor
St. Benedict's High School
St. Joseph, Minnesota 1967 – 1970

Associate Pastor
St. Augustine's Parish
St. Cloud, Minnesota 1973 – 1974

Associate Pastor
Seven Dolors
Albany, Minnesota 1974 – 1976

Supervisor/Laborer
Monastery Construction 1954
Barn removal/flap pole relocation/stone ticket booths
Forestry for new I-94; South of Pfleuger, damaged tree removal
Renovation of Log Cabin on Clara Kremer Swenson Lake Property
St. John's Abbey 1954 - 1977

Associate Pastor
Holy Family Church
Nassau, Bahamas Islands 1977 – 1978

Pastor/Roofer of churches/Painter of churches
St. Robert's, St. Gertrude's, Sacred Heard Church
South Andros, Bahamas Islands 1978 - 1986

Pastor/all around contractor
St. Benedict's, St. Boniface's, Holy Angel's Church
Mangrove Cay Bahamas Islands 1978 - 1986

Construction Supervisor
Holy Name Parish
Bimini, Bahamas 1987 – 1989

Monastic Member
St. Augustine's Monastery
Nassau, Bahamas 1989 - 1991

Pastor
St. John's Chrysostom Parish
Fresh Creek, Andros
Bahamas 1991 - 1993

Curator
Cemetery
St. John's Abbey 1993 - 1999

Chaplain (team)
St. Raphael's Convent
St. Cloud, Minnesota 1996 – 1999

Chaplain Substitute
St. Scholastica Convent
St. Cloud, Minnesota 1993 – present

Monastic
St. Augustine's Monastery
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

Roberta Smith 1-19-08
Spokane
upholstery
Rep SNDR 6-7 treatments
Moved in for flu
Palm relief — have not received
request — set back
6-6 additional treatments —

$600-700 → Still still coming —

∴ Such total of $1400 for treatment

Roberta Smith

1-21-09

Sitt — EMDR people

Eye Movement Rapid Desensitization

Will sell me Dorcelly

Movement for Freedom —

Haitian Resistance Group — Day of Action

Reclaim Haitian Genocide —

Roberta Smith
509 998 - 8340
Spokane area

Woman —>
Family
Settlement
Has been in negative contact - with Bishop Stafford
Met with her

Sen
EMDR — treatment
Rapid motion desensitization
Seen it used +.
Neurologic Change — interhemispheric Change
Work between $650 + $750
Approved

Want more settlement —>
Suicidal ideation — often in tears + off the wall

NORTH IDAHO CHILDREN'S MENTAL HEALTH

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

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.*

February 2, 2009

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

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

#85/SLHHCM

Enc.

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

No.

DATE 3/10/11 75-28-919

Pay to the order of Jeff Anderson & Associates Trust Account $

DOLLARS

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

FOR Settlement of claim

FULL AND FINAL RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment of

, the receipt and sufficiency of which is hereby acknowledged. ' ...after "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 nown 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

FIRST SHEET

12/4,5/1970

[two illegible words]

Dec 28-29, 1970

Jan 1,2 1971

Jan 22-23, 1971

March 12-13, 1971

10-22

Feb 12,13 – 1971

Feb 25,26, 1971

March 26,27, 1971

April 14-15, 1971

BACK OF FIRST SHEET

Boys for cabin trip

10-22

(pink haus 4/5 from)

10-22 Sr. Dunstan

& 5

4 5

~~5th~~
~~5th~~

Nov 6-7

2
3*
4
3 3:15
2
1
10-22 (13 years) [?]
- 6th grade
[?] - 6th grade

7th grade
~~6th-5th~~

SECOND SHEET

Apr. 23,24 1971

May 7-8, 1971

May 19, 1971
Fr. Urban
Bro Gabriel
Bro Gerard

June 4-5, 1971

July 14, 1971

July 23-24, 1971

Aug 25,26, 1971

Sept 10-11, 1971

Sept 24/25, 1971

Oct 8-9, 1971

Oct 23-25, 1971

Bro. Martin

Nov 5-6, 1971

Nov 26-27, 1971

Dec 10-11, 1971

Jan 7-8, 1972

Jan 21-22, 1972

BACK OF SECOND SHEET

(12)13
9yrs 6th grade)
~~10 yrs~~
10 yrs
10 yrs
13 yrs
13 yrs
~~13 yrs~~
~~13 yrs (~~ ~~friend)~~ 11 yrs
14 yrs 8 yrs
~~13 yrs~~
10 yrs (friend of
9yrs
9yrs
10/11 yrs
girl, about age of girls
10 grade

(6 grade)
7th grade
4th grade

THIRD SHEET

Feb 15-16, 1972

March 10-11, 1972

March 24-25

Apr 7-8, 1972

Apr 27-28, 1972
Bro. Steve
Bro Victor

May 19-20, 1972

June 1-3, 1972

Fr. Gervase
Fr. Cuthbert

June 23-24, 1972

"
"

July 1-3, 1972
Bro. Steve

& Kids

July 12-13, 1972

August 18-19, 1972

Sept 1-2, 1972

Sept 15-17, 1972

Oct 19-21

Nov 3-4, 1972

Nov 17-18, 1972

BACK OF THIRD SHEET

2 girls 12 yrs
10 yrs
2 girls
girl c 9/10

(6th)
? (6th)
with
~~7th grade~~
3rd grade
9th grade
? 10th grade
(4/5th grade)
~~boy (11th grade)~~
7th grade
7679
~~6th grade~~
~~6th grade~~
6th grade
~~6th grade~~

FOURTH SHEET

Dec 1,2 – 1972

Dec 28-29, 1972

Jan 5-6, 1973

Jan 21-22, 1973

Feb 9-10, 1973

Feb 23-24, 1973

March 9-11, 1973

March 23-24, 1973

Apr 6-7, 1973

Apr 24-25, 1973
Fr. Denis Parnell

May 4-5, 1973

May 18-19, 1973

~~**June 1-2, 1973**~~

June 15-16, 1973

July 1, 1973

Nov 11-12, 1973

BACK OF FOURTH SHEET

12

boy 7
girls 10/12
13 yrs
boy 7
girls 8/10/12

boys/girls

FIFTH SHEET

Jan 1-3, 1974

Jan 17-19, 1974

Feb 7-9, 1974 alone

March 15-16, 1978 [sic]

March 29-30, 1974

April 19-21, 1974

May 10-11, 1974

May 26-27, 1974

June 11-13, 1974

July 7-8, 1974

BACK OF SHEET FIVE

Kids for Cabin trip

boys
kids

SIXTH SHEET

Sept 15-16, 1974

Sept 29-30, 1974

Oct 13-14, 1974

Oct 27-28, 1974
Fr. Godfrey
Bros Philip & Anthony

November 28-30, 1974

Dec 15-16, 1974

Dec 29-31, 1974

Jan 19-20, 1975

Feb 16-17, 1975

March 2-3, 1975

March 16-17, 1975

SEVENTH SHEET

March 30-31, 1975

Apr 13-14, 1975

Apr 23-24, 1975

May 13-14, 1975

May 25-27, 1975

June 29-July 1, 1975

Aug 24-25, 1975

Sept 14-15, 1975

Oct 5-6, 1975

Dec 28-30, 1975

January 29-31, 1976

Feb 19-21, 1976

March 21-22, 1976

May 15-17, 1976

July 11-13, 1976

July 13-15, 1976

BACK OF SEVENTH SHEET

August 24-25, 1976

Sept 9-11, 1976

Sept 25-27, 1975 [sic]

Jan 8-9, 1977