



Wilson D. Rogers, Jr., Esq.  
March 14, 1995  
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[REDACTED]

[REDACTED] is intently motivated to pursue his claims in this matter and as his counsel I believe that any court in the Commonwealth would permit the merits and timeliness of his claims to go to the jury for their determination.

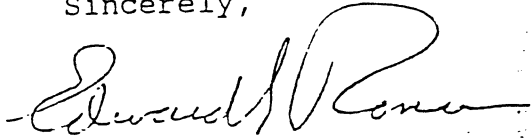
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Prior to either party invoking the termination clause to our tolling agreement, I would appreciate your advice as to whether the status of your own investigation is such as to permit your determination as to "whether or not this a claim which can be mutually resolved". (Reference yours of 8/23/94.) Please be assured of my willingness to work most diligently with you and also with our client towards the resolution of this matter prior to suit. Your advice in this regard will be greatly appreciated.

Thank you for your attention to this matter.

Sincerely,



EDWARD S. RONAN, ESQ.

ESR/pmp

cc: Frederick W. Riley, Esq.

Wood, Clarkin, Sawyer & Ronan, P.C.

Attorneys at Law

225 Franklin Street, Boston, Massachusetts 02110  
Telephone 617-423-7777 Fax 617-423-0017

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March 14, 1995

CONFIDENTIAL

BY HAND

Wilson D. Rogers, Jr., Esq.  
Dunn and Rogers  
20 Beacon Street  
Boston, MA 02108

RE: [REDACTED]  
vs. Dennis Conte, et al

Dear Attorney Rogers:

Please note my appearance, along with that of my colleague, Fred Riley, as counsel for [REDACTED] in the above matter.

Since your letter to Fred on 8/23/94, reciting counsel's tolling agreement (as of March 24, 1994), we have acquired and reviewed [REDACTED] in relation to their documentation and support of his serious allegations brought against the Reverend Dennis Conte and the Church in this case. Also, we have used this lapse period to meet with the client for in depth review of the legitimacy of his case and also for an appreciation of his motivations for pursuing his case at the present time. Upon such comprehensive review of records and in depth inquiry, I believe that [REDACTED] is vested with meritorious causes of action which must be pursued in the above matter against your respective clients.

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CHERWIN & GLICKMAN

ATTORNEYS AT LAW  
ONE INTERNATIONAL PLACE  
BOSTON, MASSACHUSETTS 02110

JOEL I. CHERWIN, P.C.  
STANLEY A. GLICKMAN  
MARSHALL D. STEIN  
ALFRED D. ELLIS, P.C.  
EMILIE F. ATHANASOULIS  
DOUGLAS L. JONES  
LISA L. FOSTER  
GEORGE J. NADER  
FREDERICK W. RILEY  
MICHELLE L. FARMER  
JOSEPH P. DEVER

TELEPHONE (617) 330-1625  
TELECOPIER (617) 330-1642

June 1, 1994

Wilson Rogers, Jr., Esquire  
20 Beacon Street  
Boston, MA 02108

Dear Will:

Please be advised that I am writing on behalf of my client  
[REDACTED]

You may recall that you and I met on this matter at your office. At that time, I informed you that I was not prepared to discuss specifics with you, as my client, at that point, was not prepared to discuss with me facts surrounding his allegations. Before he could do so, he informed me that he needed to deal with [REDACTED] his latest round of [REDACTED] caused by the following allegations.

[REDACTED] is a twenty-six year old male who lives with his mother, father and two (2) sisters. He started life in a strong nuclear family with normal boyhood interests: playing soccer, basketball and baseball in the Town of Saugus.

In about the third grade, he became an altar boy in St. Anthony's parish in Revere, the parish of his parents and grandparents. He continued in the Saugus public school system. While at St. Anthony's he also played [REDACTED] in their band.

When [REDACTED] was eleven (11) or twelve (12) years old he met a Father Dennis Conte who was assigned to St. Anthony's. Soon after he arrived at St. Anthony's, Father Conte [hereinafter "Conte"] started what may be termed an overly friendly relationship with [REDACTED]. Conte would buy [REDACTED] presents, take him to a Revere restaurant to dine and started to visit [REDACTED] home in Saugus. As this trend developed, Conte seemed to have a more intense relationship with another altar boy. As Conte's relationship with this other altar boy seemed to abate in intensity, his attention to [REDACTED] increased.

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Events escalated. On or about the summer of 1979, Conte took several of the altar boys to his parents home on a lake in New Hampshire. They stayed several days. During the first night, Conte appeared in [redacted] room, took [redacted] to his bedroom, undressed him, fondled him, kissed him and had [redacted] fondle him. Before the stay was completed, this activity repeated itself every night, culminating in oral sex.

The following school year [redacted] behavior in school and his grades started to deteriorate. He could not sleep and was always physically afraid. He did not tell his parents of Conte's actions and continued in the band and being an altar boy. By now, Conte would kiss [redacted] on the lips whenever they were alone; in a car, in church, wherever. Conte would constantly tell [redacted] that he loved him. He would also touch [redacted] penis and have [redacted] touch him.

[redacted] completed the Saugus school system and enrolled at Boston College High School. From the summer of 1979, Conte would take [redacted] up to his parents lake home, for the most part day trips. Fondling, kissing and oral sex continued. At times there would be a ritual that would accompany these actions. For example, Conte buried [redacted] in the beach sand on the lake side of the house leaving his head exposed. He then positioned himself over [redacted] head as [redacted] performed oral sex on him, he ejaculated, uncovered [redacted], took him to dinner, and then said a Mass using the kitchen counter as an altar.

Another ritual would be to take [redacted] to the living room area of the rectory at St. Anthony's where the two would watch a television program. Conte would then take [redacted] to his bedroom and provide [redacted] with hard core pornographic books and pictures. Then they would engage in sexual acts.

On another occasion in the rectory, Conte tied [redacted] to his bed. Conte then performed sexual acts on [redacted]. He told [redacted] he was being crucified like Christ. There was another incident where Conte tied [redacted] hands and feet, pulled his pants down and performed oral sex on [redacted] in a garage.

All of the above, and much more, continued through the eleventh grade at Boston College High School. While at that school, [redacted] repeatedly attempted to distance himself from Conte. But Conte would appear at the school and drive [redacted] home to Saugus. By this time [redacted] was suffering great mental distress resulting from Conte's actions.

Wilson Rogers, Jr., Esquire

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In January of 1983, Conte went on reserve duty with the United States Navy. While away he wrote [redacted] what can only be characterized as a love letter. [redacted] was becoming desperate. Now he sought the help of a Jesuit priest at this school and told him some of the story. No help was forthcoming.

After high school, [redacted] went on to college and later married. He suppressed his Conte experiences and was able to live with them. However, the weight became too much when his wife suffered a tragic event. He sought treatment and help which has surfaced the above relationship with Conte leaving him in difficult straits, including suicide attempts.

Since, [redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]

By now his nuclear family - father, mother, two sisters - know the story, as do his grandparents, and various other people. His whole family once avid churchgoers are now very bitter and completely alienated from the church. They are now helping him fight for his life, literally.

It should be noted that there is corroborative evidence in my possession. For example: photographs of [redacted] in the company of Conte; names of at least two (2) other altar boys who may have been likewise linked with Conte; the aforementioned letter from Conte to [redacted], photographs of the Conte house and areas where some of the aforesaid acts took place; and other items.

In light of the severe physical and emotional harm caused to [redacted], the very costly out-of-pocket medical expenses incurred by he and his family, the outrageous conduct of father Conte which the church did or should have had notice of, demand is hereby made on behalf of [redacted] for Ten Million Dollars and No Cents (\$10,000,000.00).

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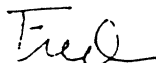
Wilson Rogers, Jr., Esquire

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June 1, 1994

I shall wait for a reasonable period of time for your response to this claim letter.

Very truly yours,

  
Frederick W. Riley

FWR:mag



RELEASE OF ALL CLAIMS

In consideration of [REDACTED],  
[REDACTED], the Receipt whereof is hereby acknowledged, I,  
[REDACTED], hereby remise, release and forever discharges  
the Roman Catholic Archbishop of Boston, a Corporation Sole,  
established by Chapter 506 of the Massachusetts Acts of 1897,  
its agents, servants, officers, and employees, and all priests  
incardinated to the Roman Catholic Archdiocese of Boston,  
including, but not limited to Rev. Dennis Conte, of and from all  
debts, demands, causes of action, suits, accounts, covenants,  
contracts, agreements, damages, and any and all claims, demands  
and liabilities whatsoever of every name and nature, both in LAW  
and in EQUITY, which against the said Roman Catholic Archbishop  
of Boston, a Corporation Sole, its agents, servants, officers,  
and employees and all priests incardinated to the Roman Catholic  
Archdiocese of Boston, including, but not limited to Rev. Dennis  
Conte, I now have or ever had from the beginning of the world to  
this date, including but in no way limited to events which  
occurred from approximately 1979 through 1985.

It is the intention of all parties that this Release  
shall resolve any and all claims of any kind or nature which I  
have against the Roman Catholic Archbishop of Boston, a  
Corporation Sole, its officers, agents, servants and employees,  
and all priests incardinated to the Roman Catholic Archdiocese  
of Boston, including but not limited to Rev. Dennis Conte,  
including specifically without limiting the generality of the  
foregoing, claims for injuries currently existing, but unknown

to any or all of the parties hereto.

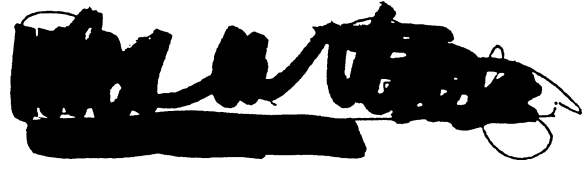
I further agree that this settlement is in full compromise of a doubtful and disputed claim both as to the question of liability and as to the nature, extent and permanency of all injuries and damages, and that the payment is not to be construed as an admission of liability on the part of the Roman Catholic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

It further is expressly agreed by and among all of the parties to this Release, as well as their attorneys, agents, servants, employees and insurers, that they will maintain the confidentiality of the facts of this settlement and the specific terms thereof. No party, nor a party's attorney, agent, servant, employee or insurer, shall disclose or cause to be disclosed, directly or indirectly, to any person, corporation or entity not a party to this Release, including but not limited to any form of print or broadcast media, the names of any parties described herein, the existence of any claims against the

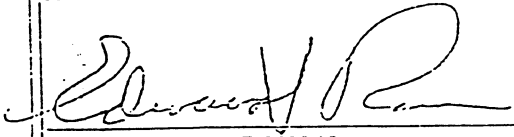
released parties, the fact of this settlement, the terms or amounts of this settlement, any facts or circumstances leading to the completion of this settlement or the alleged facts and circumstances giving rise to any claims described herein unless in response to a lawfully issued subpoena from a duly constituted Grand Jury or by court order.

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

Witness my hand and seal this 27 day of October, 1995.



AGREED AND ASSENTED TO:



EDWARD S. RONAN  
COUNSEL FOR 