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CHARLES J. DUNN (1901-1983)
OF COUNSEL:
JOHN F. DUNN

April 8, 2002

District Attorney Kevin M. Burke
Essex County
Two East India Square
Salem, MA 01970

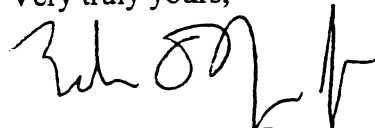
Dear District Attorney Burke:

In accordance with the letter agreement which this office signed on behalf of the Roman Catholic Archbishop of Boston, a Corporation Sole with the Attorney General's Office, dated March 1, 2002, enclosed please find a claim letter which we have now received on behalf of [REDACTED], setting forth allegations of sexual abuse by Rev. Robert Towner.

By copy of this letter to Kurt N. Schwartz, I trust that you will follow-up with the appropriate authorities in New Hampshire regarding these allegations.

Thank you for your attention to this matter.

Very truly yours,



Wilson D. Rogers, Jr.

WDR/ec
Enclosure

cc: Kurt N. Schwartz, Esquire

2000

NEWMAN & PONSETTO

ATTORNEYS AT LAW
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JEFFREY A. NEWMAN, P.C.
JAMES P. PONSETTO
JANET MCNULTY-
VICTIM ADVOCATE (NON-LAWYER)

Via fax and Mail
Wilson Rogers III
The Rogers Law Office
One Union Street
Boston Ma. 02108

April 5, 2002

Re: [REDACTED] v. RCAB and Robert Towner

Dear Mr. Rogers:

I write this claim letter on behalf of [REDACTED] at St. Mary's
[REDACTED]'s father, [REDACTED]
Parish in Lynn, Massachusetts and [REDACTED]

[REDACTED] was sexually molested when he was fifteen years old by Robert K. Towner, who was working as a priest employed by The Archdiocese at St. Mary's at the time. Towner arrived at St. Mary's around 1980 from St. Joseph's in Quincy, but not until after he had sexually molested a number of altar boys from that parish. The Archdiocese was aware of his sexual problem before Towner came to Lynn and it settled lawsuits against Towner which arose from the Quincy molestations. The plaintiff's lawyer in those cases was Roderick MacLeish. Additionally, this office has obtained evidence that the Pastor of St. Mary's Parish in Lynn was aware from the onset that Towner had engaged in illicit sexual behaviors before he came to Lynn. Substantial written evidence concerning these activities resides in your client's own files and elsewhere.

Towner took [REDACTED] to his Essex Street apartment, gave him rum and cokes until he was intoxicated and then sexually molested him repeatedly. These occurrences took place over a period of about a year. He also took [REDACTED] to a mobile home in New Hampshire where he and another priest gave him alcohol and then played strip poker, after which Towner sexually masturbated [REDACTED]

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Apr-5-02 11:14;

Art By: NEWMAN & PONSETTO;

2091

Towner's breach of trust and sexual manipulations has had a profound and significant effect on [redacted] This effect was enhanced because his is a family of The Church and God and he grew up believing that priests were infallible and trustworthy.

[Large redacted section]

In addition to this civil claim, [redacted] has made a complaint to the state police in Massachusetts concerning Towner. It is possible that the statute of limitations in a criminal case may still be open. Given the significant life-altering molestations by Towner to this once very religious young man, a child of The Church, at a time when the Archdiocese was keenly aware of Towner's sexual problems and actions, the case, if presented to a jury will likely yield a significant award. It has recently been suggested that The Church may still believe that it falls within the protections of The Charitable Immunity statute. Should that be the case, I would ask you to call me personally on this issue, so that I might explain my position on that matter. Obviously, the statute only protects corporations and does not protect from allegations of intentional actions.

Based on everything known, it would have been reasonable for my client to assert a seven figure demand. However, there is an interest on his part of resolving the matter quickly in order to allow him to get on with his life without the need to litigate, if possible. As such, we have asserted a demand of \$400,000 [redacted]. The demand is fair and as such should not be taken as a "negotiating position." Please feel free to call me on this matter. I also append two letters which were written following the recent meeting with Cardinal Law.

Thank you.

Yours truly,
Jeffrey A. Newman
Jeffrey A. Newman

Father Charles Higgins
2121 Commonwealth Avenue
Boston, MA 02135-3193

March 12, 2001

Dear Father Higgins:

As my father, [REDACTED], informed you, I was sexually abused by Robert Towner, then a priest of the Archdiocese of Boston who lived at St. Mary Parish in Lynn, my home parish. Towner perpetrated this abuse against me during the years 1980-81.

At this point I don't know how I will ultimately deal with the devastation that this abuse caused in my life, [REDACTED] y

[REDACTED]

[REDACTED] I have included my address and phone number below.

If you need any further information from me, please let me know.

I look forward to hearing from you.

Sincerely,

[REDACTED]

M.Div.
B.A., B.D.

NAME: TOWNER, Rev. Robert K.
 DATE OF BIRTH: 8/19/43 PLACE OF BIRTH: Lynn
 DATE OF ORDINATION: 5/21/69 PLACE OF ORDINATION: Cathedral, Boston
 HOME: 7575 Essex St, Swampscott, Mrs. Kenneth Towner TEL: 593-310
 ADDRESS: _____

DATE ASSIGNED	OFFICE	ASSIGNMENT PLACE ASSIGNED	DATE DETACHED	REMARKS
6/4/69	Asst.	St. Mary, Brookline	9/28/71	
9/28/71	Asst.	St. Joseph, Quincy	8/28/79	
8/28/79	Study at B.C. School of Social Work and Tech. Asst. in res., Immac. Conc., Revere		8/20/80	
8/20/80	Tech. Asst. in res., St. Philip Neri, Waban		10/27/81	
7/1/81	Asst. Dir., Family Counselling & Guidance Centers, In		2/1/84	
10/27/81	Tech. Asst. in res., St. Mary, Lynn		6/22/87	
2/1/84	Assoc. Pastor St. Michael, Bedford			
1/1/87	RFD, Box 193-E Alton NH 03809 Prot. N. 279/89/S CDWDS			

ASSIGNMENT RECORD

ARCHDIOCESE OF BOSTON

CHURCH RECORD (CON.)

ARCHDIOCESE OF BOSTON

DATE ASSIGNED	OFFICE	ASSISTANTS NAME	DATE DETACHED	REMARKS
1/9/68	Asst.	RYAN, Rev. Paul T. '58	6/5/79	
1/9/68	Asst.	HORGAN, Rev. Gerald B. '48	4/24/73	
6/4/69	Asst.	Towner, Rev. Robert K.	9/28/71	
9/1/69	In res.,	Burns, Rev. Dennis J.	3/21/75 3/21/75	
5/9/72	Asst.	Howatt Rev Wm '59;	3/24/81	
6/5/73	Assoc. Pastor	Burns, Rev. Wm. J. '53	11/28/78	
11/28/78	Assoc. Pastor -	STACK, Rev. Patrick	6/15/82	
6/5/79	Assoc. Pastor -	DEELEY, Rev. Kevin J.	8/1/83	
6/15/82	Assoc. Pastor -	MEDINA, Rev. Mark A.	10/1/90	
8/30/83	Assoc. Pastor -	DWYER, Rev. Donald A.		
7/23/84	Parochial Vicar -	PISELLI, Rev. Costanzo J.	5/1/88	

CITY OR TOWN

BROOKLINE

CHURCH OR INSTITUTION

St. Mary of the Assumption

CONTINUED OVER

BROOKLINE

ST. MARY of the ASSUMPTION

CITY OR TOWN: BROOKLINE | CHURCH OR INSTITUTION: ST. MARY of the ASSUMPTION

DATE FOUNDED: | NATURE: 5 Linden Place (02146) | KEY NO.: | TEL. NO.: 734-0444

IN CHARGE OF: ~~Brookline Trust~~ 021-800002

MISSIONS AND STATIONS: BayBank Norfolk County Trust: St. Mary of the Assumption School, Brookline
St. Mary's High School, Brookline

PROVINCIAL NAME: 6/86: Brookline Cooperative Bank - Acct. 23 704135 / Church & Rec
ADDRESS:

DATE APPOINTED	OFFICE	PASTORS, RECTORS AND ADMINISTRATORS		DATE DETACHED	REMARKS
		NAME			
7/16/28	I.P.P.	SPLAINE, Rt. Rev. Michael J.		10/6/51	DIED
10/24/51	Pastor	ROBINSON, Rt. Rev. Joseph A.		12/10/67	DIED
1/10/68	Pastor	SEXTON, Rt. Rev. Francis J. '43		7/1/88	
7/26/88	Pastor	FLYNN, Rev. Robert G.		11/28/93	
9/2/93	Temp. Adm.	with Power Atty. KEANE, Rev. John F.		1/18/94	
1/18/94	Pastor,	AHERN, Rev. John J. 6yrs.			

CHURCH OR INSTITUTION RECORD

ARCHDIOCESE OF BOSTON

2007

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

September 27, 1993

Wilson D. Rogers, Jr., Esquire
Page 9

_____ reports that he was molested by Fr. Towner in 1983, when _____ was 14 years old. At the time, Fr. Towner was a counselor at Family Counseling and Guidance, in Boston, an organization sponsored, in part, by the Archdiocese of Boston. The alleged abuse began when Fr. Towner took _____ on an overnight trip to New Hampshire. Fr. Towner proceeded to get _____ drunk on a mixture of Kahlua and cream, and then put the young boy to bed. Fr. Towner removed _____ clothes, and began to fondle him. At this point, _____ closed his eyes and passed out. _____ was still in counseling with Fr. Towner a few months later when the priest was transferred, abruptly and without warning. Despite repeated enquiries, no one from the counseling center or the Archdiocese would tell _____ or his mother where the priest was sent.

_____ has since learned that Fr. Towner left the priesthood and is now married with several children, and is a registered social worker living in Alton, NH. Several months ago, _____ telephoned Towner. During their conversation, _____ reports that Towner admitted to molesting _____ and was apologetic, stating that the abuse of _____ was an isolated incident.

A ✓ _____ alleges that she was molested by Fr. Towner in 1967, when she was 13 years old. At the time, Fr. Towner was assigned to St. Mary's of the Assumption Church in Brookline. She reports that on one occasion, Fr. Towner offered her a ride home from some school event. He then accompanied her into the kitchen of her parents' home; this seemed normal to _____ because Fr. Towner was a priest and a friend of the family who often spent a great deal of time with _____ brothers and their friends. As they entered the kitchen, Fr. Towner "attacked" _____ then a minor youth. _____ alleges that Fr. Towner grabbed her and began kissing her forcefully, shoving his tongue deep into her mouth as she struggled to break free. _____ eventually broke Fr. Towner's grip, and the abuse ended.

_____ claims that this incident made a deep and lasting impact on her life. From that day on, according to _____, she felt a profound suspicion of priests, and refused to attend church anymore. She claims to have been "stripped of the spiritual sense of things" by Fr. Towner's actions. She has not been able to believe in the Church anymore, and has deeply questioned the faith with which she was raised. Furthermore, _____ states that the abuse was all the more scarring because it occurred in her own home, at the hands of someone she had been taught to trust and look up to as a representative of God on earth. This undermined her sense of trust and safety. Since that point, _____ never once dated or had even a single boyfriend for 23 years, until she met her present husband. She attributes this severe avoidance of relationships to the fact that she could never trust people, and could never feel safe in the presence of a man, always suspecting his motives and keeping on guard.

SETTLEMENT AGREEMENT

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

WHEREAS, certain allegations were made and claims were asserted by [REDACTED] regarding the conduct of Mr. Towner and the Archdiocese while Mr. Towner was a priest within the Archdiocese of Boston; and

WHEREAS, [REDACTED] claims he has suffered substantial damages in the form of pain and suffering, emotional distress, and other forms of personal injury in connection with the conduct of the Archdiocese and Mr. Towner; and

WHEREAS, [REDACTED] has informed the Archdiocese and Mr. Towner that unless this matter is resolved forthwith, he intends to file immediate suit which will contain causes of action against them; and

WHEREAS, the Parties desire to resolve any disputes and/or actions arising out of the subject matter of those allegations.

NOW THEREFORE, in consideration of the mutual agreements and commitments set forth herein, the Parties enter into this agreement and agree as follows:

1. This Agreement represents a desire of the Parties

from a psychologist or psychiatrist and remain in counselling until said trained clinician determines that the counselling has reached a final disposition.

7. [redacted] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese, their agents, servants, officers, trustees, directors and employees, all priests incardinated to the Roman Catholic Archdiocese of Boston, the Family Counselling and Guidance Centers, Inc., its officers, agents, servants and employees, and Mr. Towner from and with respect to any and all manner of claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, either at law, in equity, or mixed, which he ever had, now has, or can, shall, or may have in the future, by reason of, on account of or arising out of any matter or thing which has happened, developed, or occurred before the signing of this Agreement arising out of, based upon, connected to or related to [redacted] [redacted] association with the Archdiocese and Mr. Towner, including but not limited to, any claims [redacted] may have in tort for personal injury, including, but in no way limited to,

confidentiality of the same, since May 28, 1996. [REDACTED]
further represents and warrants that he has not disclosed the
events giving rise to this claim or settlement or any
discussions relating thereto to any media outlet. [REDACTED]
agrees not to disclose the events giving rise to this claim,
this settlement and any discussions relating thereto to any
third party, except as hereinafter provided. The Archdiocese
and Mr. Towner agree not to disclose to any third party any
information concerning [REDACTED] except as hereinafter
provided. Notwithstanding the foregoing, [REDACTED] may
consult with or disclose to his attorney(s), financial and tax
advisors, including accountants or any tax authority, his
medical doctor, his therapist, his family, spouse or fiancée, and
representatives of the Archdiocese, with respect to these
subjects. Prior to making any such disclosure to any of the
above named persons, [REDACTED] shall inform said person of the
confidentiality requirements of this Agreement and shall obtain
from them their agreement to honor such confidentiality. In the
case of the Archdiocese, it may consult with any individual
reasonably required to implement this Agreement, its auditors,
attorneys and insurance carriers with respect to these subjects.
Prior to making any such disclosure to any of the above named
persons, the Archdiocese shall inform said person of the
confidentiality requirements of this Agreement and shall obtain
from them their agreement to honor such confidentiality. Mr.
Towner may consult with or disclose to his physicians,
attorneys, therapists and spiritual advisers under the privilege

with counsel in connection with the negotiation and execution of the Agreement.

11. This Agreement shall be binding upon the Parties, and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly-authorized representative of each of the Parties hereto.

12. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed documents. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

13. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement.

14. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any provision in the same instance, nor any waiver of

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.

[REDACTED]

Witnessed by:

[REDACTED]

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

MR. ROBERT TOWNER
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

Robert Towner
MR. ROBERT TOWNER
Individually

Witnessed by:

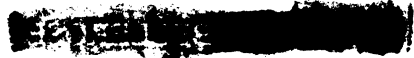
J. Victor Carrier

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MARK C. ROGERS

CHARLES J. DUNN (1901-1983)
OF COUNSEL:
JOHN F. DUNN

May 6, 2002



District Attorney Kevin M. Burke
Essex County
Two East India Square
Salem, MA 01970

Dear District Attorney Burke:

In accordance with the letter agreement which this office signed on behalf of the Roman Catholic Archbishop of Boston, a Corporation Sole with the Attorney General's Office, dated March 1, 2002, enclosed please find a copy of a Complaint which has now been filed on behalf of [REDACTED] who has alleged that he was sexually abused by Rev. Robert Towner.

By copy of this letter to Kurt N. Schwartz, I trust that you will notify the appropriate authorities in New Hampshire of this Complaint.

Thank you for your attention to this matter.

Very truly yours,

Wilson D. Rogers, Jr.

WDR/ec
Enclosure

cc: Kurt N. Schwartz, Esquire

- 5. The defendant, The Archdiocese, was at all times relevant, responsible for the management and control of St. Mary's Church and was responsible for employing agents, employees and staff to operate the St. Mary's Church.
- 6. At all times relevant hereto, Robert Towner was a priest assigned to St. Mary's Church and was an agent and employee of the Archdiocese.
- 7. [REDACTED] was a parishioner at St. Mary's Church and served there as an alter boy.
- 8. At all times relevant hereto, [REDACTED] was a minor.
- 9. On various occasions in the early 1980s, Robert Towner engaged in non-consensual sexual contact with [REDACTED] at various locations including St. Mary's and in New Hampshire on a trip he took with the minor plaintiff.
- 10. Robert Towner fondled [REDACTED] penis and fondled him inappropriately.
- 11. The defendant Archdiocese knew or should have known that Robert Towner posed a danger to the minor plaintiff and failed to act to protect him.
- 12. As a result of the molestations of the plaintiff at the hands of Robert Towner, the plaintiff was damaged.

**COUNT ONE
NEGLIGENCE**

[REDACTED] **V. THE ARCHDIOCESE**

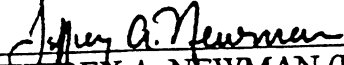
- 13. The plaintiff repeats and realleges paragraphs 1-12 above as if set forth herein.
- 14. The defendant owed a duty of care to [REDACTED] under the circumstances then existing.
- 15. The defendant breached its duty to [REDACTED], by among other things, negligently hiring, retaining and supervising Robert Towner and failing to protect [REDACTED]

22. As a direct and proximate result of the defendant's acts, the plaintiff suffered injuries, pain and suffering, emotional distress and other substantial injuries.

WHEREFORE the plaintiff demands judgment against the defendant, jointly and severally with all other defendants, in an amount the finder of fact deems meet and just plus costs, interest and such other relief as allowed by law.

THE PLAINTIFF DEMANDS A TRIAL BY JURY.

Respectfully Submitted,
The Plaintiff,
By his Attorneys,


JEFFREY A. NEWMAN (BBO# 370450)
JAMES PONSETTO (BBO#556144)
NEWMAN & PONSETTO
One Story Terrace
Marblehead, MA 01945
(781) 639-8677

April 4, 2002

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

February 8, 1994

One International Place 18th Floor
Boston, MA 02110
Telephone 617/342-6800
Facsimile 617/342-6899

PERSONAL AND CONFIDENTIAL
BY FACSIMILE AND FIRST CLASS MAIL

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

Re: Sexual Abuse of [REDACTED] by Father Robert Towner

Dear Wil:

This firm represents [REDACTED] ([REDACTED]), a former parishioner of St. Mary of the Assumption Church in Brookline, Massachusetts.

While [REDACTED] was a student at St. Mary's grammar school, he was sexually molested repeatedly by Father Robert Towner, a former priest of the Archdiocese of Boston, on various occasions and in various locations, during the years 1966-67. He has suffered great emotional and psychological distress in the years since the commencement of this abuse, which form the basis for his legal claims against Father Robert Towner ("Fr. Towner"), Father Frank Sexton ("Fr. Sexton"), Father Jack Craig ("Fr. Craig") and the Archdiocese of Boston ("Archdiocese"), as the facts and history below will amply demonstrate.

[REDACTED] first became acquainted with Fr. Towner in 1964, when [REDACTED] was 11 years old. [REDACTED] was an altar boy at St. Mary's and in the choir for approximately eight years. Fr. Towner was very friendly with [REDACTED]'s family, a regular visitor to the [REDACTED] household for dinner and socializing. Like many Catholic families, the [REDACTED] felt honored to have a priest find such obvious favor in them by gracing their dinner table as often as Fr. Towner did. Through his role as a priest, Fr. Towner was able to gain the trust of the [REDACTED] family not only as a public minister in their parish, but also as a close family friend.

Fr. Towner regularly brought [REDACTED] his brothers, and other boys, either alone or in groups, on frequent trips to New Hampshire, ostensibly for skiing. According to [REDACTED] Fr. Towner made alcohol available to some of the boys in an effort to make them feel "special." The sexual molestation of [REDACTED] began on one of the occasions when Fr. Towner urged [REDACTED] to accompany him on an overnight trip to New Hampshire, sometime during the Fall or Winter of 1966-67. At the time, [REDACTED] was around thirteen years old, an eighth grader at St. Mary's grammar school. They stayed at a lakeside cabin belonging to Fr. Towner. Though it was rather chilly out, immediately upon arrival Fr. Towner told [REDACTED] that "the custom up here" was to swim naked

- Boston
- Pittsburgh
- Harrisburg
- Allentown
- Philadelphia
- Buffalo
- Fort Lauderdale
- Boca Raton
- Miami
- Tallahassee
- Washington, D.C.

RODERICK MACLEISH, JR.
617/342-6826

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

February 8, 1994

Wilson D. Rogers, Jr., Esquire
Page 4

Interestingly, in the years following his abuse by Fr. Towner, [REDACTED] locked out all remembrance of the abuse, numbing himself with a dependence on alcohol and drugs which threatened his marriage and career. The triggering mnemonic event occurred approximately two years ago, while [REDACTED] was driving down an off-ramp from the Tobin Bridge. Suddenly, as he gazed at the rooftops in Charlestown, he instantly recalled the sensation of sitting next to Fr. Towner in the priest's car as Fr. Towner asked him, "Well, what are you going to do about it?" In that moment, [REDACTED] clearly recalled Fr. Towner asking him this question as Fr. Towner guided his car down the very same off-ramp the day after the initial incident of sexual molestation in a New Hampshire house some twenty-five years earlier. [REDACTED] remembers the sensation he felt, at the time, of being trapped in Fr. Towner's car, and having no choice whatsoever but to keep the incident secret for his own safety. As this snippet of conversation came back to him, sometime in mid-1992, [REDACTED] immediately felt the long-repressed incidents of sexual abuse begin to come back to him, in bits and pieces, for the next several days and weeks. He reports that, once this started to happen, his life started to unravel, especially as more and more details regarding the extent and nature of the abuse — and Fr. Towner's coverups in front of [REDACTED]'s family — became clearer to him.

[REDACTED] has retained this firm for the purpose of securing his legal rights and remedies with respect to these very serious claims against Fr. Towner, Fr. Sexton, Fr. Craig and the Archdiocese. The abuse which was perpetrated upon [REDACTED] was known, or should have been known, by the Archdiocese, but the Archdiocese took no action to prevent it from happening to protect our client [REDACTED] many others who our client believes have been similarly abused by Fr. Towner during his employment by the Archdiocese. In consideration of the severity of [REDACTED]'s injuries, and the rapacious nature with which he was preyed upon by Fr. Towner, and mindful of the Archdiocese's irresponsible, highly collusive handling of Fr. Towner's various transfers, it is our studied view that the Archdiocese is clearly liable for Fr. Towner's conduct. Therefore, my client hereby makes demand on Fr. Towner, Fr. Sexton, Fr. Craig and the Archdiocese of Boston in the amount of \$500,000.00. We also demand that the Archdiocese immediately agree to execute tolling agreements in this matter between [REDACTED] and Fr. Towner, Fr. Sexton, Fr. Craig and the Archdiocese, separately. We also demand that the Archdiocese extend a serious and unmistakable outreach to some of the many other individuals who our client believes have been similarly abused by Fr. Towner.

We acknowledge that the Archdiocese has recently offered to pay for [REDACTED]'s substantial therapy needs, as part of a "pastoral response." While such a gesture is welcomed, it cannot begin to recover the profound and extensive losses, the cruel emotional suffering, the sudden destruction and loss of an inherited faith, the extreme harm brought to his relationships with parents, family, and wife, and the years and years of nearly constant torment that this man faces, and will continue to face for the rest of his life as a result of the repugnant punishments inflicted on his spirit by your clients.

ECKERT SEAMANS CHERIN & MELLOTT

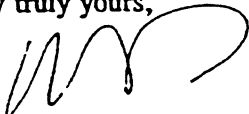
ATTORNEYS AT LAW

February 8, 1994

Wilson D. Rogers, Jr., Esquire
Page 5

Sr. Catherine Mulkerrin recently met with [REDACTED] and can attest to the sincerity and maturity of this man. We have all been deeply struck by his horrendous experience. We look forward to discussing this most serious matter with you at your earliest convenience.

Very truly yours,



Roderick MacLeish, Jr.

/pjm

cc: [REDACTED]

29121

to settle all claims relating to or arising out of [REDACTED] allegations, including his allegation of damages received on account of personal injury, without the necessity and expense of litigation. It does not constitute an admission by the Archdiocese or Mr. Towner of any liability to [REDACTED]

2. The Archdiocese represents and warrants that it has put its insurance carrier on notice of this claim, but that the carrier has declined coverage for the acts of the Archdiocese in this matter. In light of the uncertainty of insurance coverage, [REDACTED] agrees to accept the sum of [REDACTED] from the Archdiocese in exchange for a Release of All Claims against the Archdiocese, Rev. Msgr. Francis J. Sexton, Fr. Jack Craig and Mr. Towner provided, however, that if the Archdiocese brings a claim or action against its insurer in this matter and, by such claim or action, recovers either by settlement or judgment an amount in excess of [REDACTED] ("the recovery amount") then the Archdiocese shall pay to [REDACTED] the sum recovered in excess of the recovery amount less expenses, including, but not limited to, reasonable attorneys fees. The Archdiocese represents and warrants that any claim or action against its insurer shall include a demand for multiple damages under Chapters 93A and 176D. The Archdiocese shall notify counsel for [REDACTED] under the procedure set forth in Paragraph 17 if it institutes a claim or action against its insurer under this paragraph and will provide [REDACTED] counsel with periodic status reports of said claim or action.

until said trained clinician determines that the counselling has reached a final disposition.

7. The Archdiocese agrees that it will pay for [REDACTED] therapy up through and including October 22, 1995, the date agreed to by the parties.

8. [REDACTED] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese, all priests incardinated to the Roman Catholic Archdiocese of Boston, including, but not limited to, Rev. Msgr. Francis J. Sexton and Fr. Jack Craig, and Mr. Towner from and with respect to any and all manner of claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, either at law, in equity, or mixed, which he ever had, now has, or can, shall, or may have in the future, by reason of, on account of or arising out of any matter or thing which has happened, developed, or occurred before the signing of this Agreement arising out of, based upon, connected to or related to [REDACTED] association with the Archdiocese and Mr. Towner, including but not limited to, any

therapist, his family, spouse or fiance, all of whom have agreed, at the request of [REDACTED] to maintain the confidentiality of the same, since February 24, 1995. [REDACTED] further represents and warrants that he has not disclosed the events giving rise to this claim or settlement or any discussions relating thereto to any media outlet. [REDACTED] agrees not to disclose the events giving rise to this claim, this settlement and any discussions relating thereto to any third party, except as hereinafter provided. The Archdiocese and Mr. Towner agree not to disclose to any third party any information concerning [REDACTED], except as hereinafter provided. Notwithstanding the foregoing, [REDACTED] may consult with or disclose to his attorney(s), financial and tax advisors, including accountants or any tax authority, his medical doctor, his therapist, his family, spouse or fiance, and representatives of the Archdiocese, with respect to these subjects. Prior to making any such disclosure to any of the above named persons, [REDACTED] shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their agreement to honor such confidentiality. In the case of the Archdiocese, it may consult with any individual reasonably required to implement this Agreement, its auditors, attorneys and insurance carriers with respect to these subjects. Prior to making any such disclosure to any of the above named persons, the Archdiocese shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their

the Agreement. The Parties warrant and represent that they have been represented by competent counsel, that they have entered into the Agreement voluntarily, and that they have consulted with counsel in connection with the negotiation and execution of the Agreement.

12. This Agreement shall be binding upon the Parties, and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly-authorized representative of each of the Parties hereto.

13. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed document. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

14. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

[REDACTED]

Witnessed by:

[REDACTED]

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

MR. ROBERT TOWNER
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands and seals to this Agreement as of the date written above.

_____y

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

Robert Towner
MR. ROBERT TOWNER
Individually

Witnessed by:

J. Victor Carrier

MEMORANDUM OF INTERVIEW

PERSON INTERVIEWED: [REDACTED]

PLACE OF INTERVIEW: NH ATTORNEY GENERAL'S OFFICE

DATE OF INTERVIEW: DECEMBER 23, 2002

RE: ARCHDIOCESE OF BOSTON
FR. ROBERT TOWNER

INTERVIEWED BY: ANTHONY FOWLER, INV. *af*

Interviewed [REDACTED] relative to FATHER ROBERT TOWNER of the ARCHDIOCESE OF BOSTON. [REDACTED] grew up in BROOKLINE, MA and attended church at TOWNER'S parish. The incident [REDACTED] speaks about occurred in NH with TOWNER. [REDACTED] resides at [REDACTED]. His telephone number is [REDACTED] and his date of birth is [REDACTED]. The entire interview was audiotaped with [REDACTED] permission. Refer to the tape and transcript for details.

[REDACTED] INTERVIEW

AF: This is Investigator Anthony Fowler of the New Hampshire Attorney General's Office. It is December 23, 2002, at 10:08 a.m. by my watch. I am at the New Hampshire Attorney General's Office in my office speaking to a gentlemen by the name of [REDACTED]. Ah [REDACTED] called me the other day and indicated that he wished to speak to somebody about being um an abuse victim himself years ago and I invited [REDACTED] up to my office to speak to us about that. Um, [REDACTED] before we went on tape I asked you, but do I have your permission sir to audio tape this interview?

[REDACTED] Yes you do.

AF: Okay. And the other thing I would ask is this is not the best mike in the world so if you would speak up

[REDACTED] inaudible

AF: Yes if you would I certainly would appreciate that. Why don't we start off sir by ah you giving me your full name.

[REDACTED]

AF: Okay. And how do you spell your last name, sir?

[REDACTED]

AF: And sir, where do you reside at this point?

[REDACTED]

AF: And your, your street address?

[REDACTED]

AF: [REDACTED]

[REDACTED] Correct.

AF: Okay. What's your date of birth [REDACTED]

[REDACTED]

AF: And um, a phone number where you can be reached sir?

[REDACTED]

AF: Okay. Um, lets um, lets back up a few years. I was born in [REDACTED] so I can do the math and figure out ah where we are here. Um, why don't you explain ah first off where you grew up as a, as a lad? Start ah from the beginning.

[REDACTED] I grew up in Brookline, Massachusetts.

AF: Okay. And who did you live with sir?

[REDACTED] Ah, mom and dad.

AF: Mom and dad.

[REDACTED] Four brothers and a sister.

AF: Okay. And ah were you brought up um, were you brought up Catholic sir?

[REDACTED] Absolutely, yeah. Very Catholic.

AF: Yep. And um, at some time during the point that you were ah a lad growing up were you members of a particular parish?

[REDACTED] Yeah, the whole time in Brookline. Yes, St. Mary's.

AF: St. Mary's?

[REDACTED] St. Mary's in Brookline.

AF: Where is that located in Brookline, sir?

[REDACTED] Um, Harvard Street.

AF: Harvard Street.

[REDACTED] What's the address? I forget.

AF: Okay. And during your time ah, were you um, associated with different activities going on in the church, such as CYO or youth groups or altar boy or anything like that?

[REDACTED] Ah, an awful lot of that, yeah.

AF: Okay.

█ Yeah.

AF: Maybe you could explain.

█ Well lets see I went to school at St. Mary's.

AF: You did.

█ It's a grammar. Yeah, it's a grammar school. Um, I see my parents even went through high school, but they closed the high school after before I got there.

AF: Okay.

█ Anyway, um I went to grammar school, St. Mary's, grades 1 through 8. Um, I was ah in the boy's choir for St. Mary's for a number of years. I wasn't an altar boy. In those days you were either a choir boy or an altar boy. I was a choir boy. Um, and yeah and throughout high school I was with the CIO, CYO.

AF: CYO.

█ The basketball teams and stuff like that.

AF: Okay. Um, and I would just remind you to speak up if you would.

█ Okay.

AF: At some particular point during your childhood sir, did you have an occasion or was there a point in your life, early life, where ah you had may have been some inappropriate contact with ah someone who may have been a member of that, of the church?

█ Ah yeah. That's, that's what brought me here.

AF: That's what brought you here. Can, can you tell us um and first off let me ask you this. Can you tell us ah who the person is that we're, that um, um had some inappropriate contact with you sir?

█ Yeah, Bob Towner.

AF: Robert Towner?

█ Father Bob.

AF: TOWNER?

█ Correct.

AF: Okay. And in fact is this the same Father Towner who has been in the news lately?

█ That's also what brought me here, yeah. I just saw a newspaper article, but.

AF: Um, and what was Father Towner's association with St. Mary's, sir?

█ Um, he was the parish priest. Um, said masses on Sunday. It was a pretty big parish. There was a Monsignor. I forget who was the Monsignor at the time. I think Robinson.

AF: Robinson?

█ I think it was Monsignor Robinson.

AF: Okay. Just remember to speak up.

█ I'm sorry.

AF: Yeah.

█ And he was followed by Monsignor Sexton, so it was either Robinson or Sexton, but there were a couple of priests there. Um, ah, Bob Towner was ah, was a young priest, really good guy. Um, everyone liked him. Sort of friendly.

AF: Sure. Um, was he, was he associated with or did he for a lack of a better term specialize in um youth activities or choir or anything like that? Would he have been in charge of that?

█ No not that I know of.

AF: Okay.

█ No, ah Sister, Sister Julian, one of the nuns was in charge of the choir. Ah, I don't know. No I don't recall that he was especially involved with the choir. We just knew him through all of our activities with the church.

AF: Okay. Did your parents know Towner?

█ Oh, yeah.

AF: Okay.

█ Yeah.

AF: Was it a situation back then where um I know it happens very common occurrence um where Towner may have been invited to your home for dinner or lunch or I mean was he, was he, was it that type of relationship with your family or was it more with the church?

█ Ah, it was possible. I don't remember. I think I remember him being at the house once or twice. Very vague memories.

AF: Okay. And how old, sir, when, how old sir were you um when you first became ah associated or met Towner?

█ Um boy, not sure exactly. The, the, the incident that stays clear in my mind is a particular weekend um and I was in the 7th grade.

AF: 7th grade.

█ So I would have, he probably was at the parish for a while before that. I'm not sure.

AF: Well lets see. If you're in the 7th grade then that would make you um.

█ 13.

AF: Around 13?

█ Yeah.

AF: Okay.

█ 12 when I started the 7th grade.

AF: And then that would put us in the year of 1966, 1967 depending on your, ah based on your date of birth.

█ Yeah, right.

AF: Okay.

█ Right.

AF: All right and you had mentioned a particular weekend sir with Towner. Can you, can you describe that?

Um, yeah we, he, he asked me to go away for the weekend, which um you know now a days seems crazy, but at the time you know parents thought that was a wonderful thing for a priest

AF: Absolutely.

To take an interest in a child. Um, ah so ah yeah, we went away. Um.

AF: Where did you go?

Ah, up here, New Hampshire. He had a cabin on a lake. I don't remember the name of the town or the name of the lake. Um, but we came up here to New Hampshire um.

AF: Who came sir? Was there?

Just me and, and Father Towner.

AF: For a weekend?

I remember, well lets say I remember only one night.

AF: One night.

So two days and a night.

AF: Do you remember what time of year this might have been, sir?

It was warm so spring or summer um cause we went swimming in the lake. That was, that's, that's the main part I guess. There was when we were at his cabin he wanted to go swimming and we went swimming and we went skinning dipping, which I remember being quite surprised at.

AF: Was he um, was this his cabin sir?

Yeah.

AF: He owned it?

As far as I know.

AF: Okay. You don't remember where that was?

No.

AF: Okay.

█ I really don't. I remember it was New Hampshire.

AF: Okay, and you went skinny dipping?

█ Yeah, that was, that was the, that's mostly the part that stays with me. I thought that was a little unusual, but you know, 13 years old what are you gonna. Um, um because I was a little surprised when he suggested that we go swimming because we didn't have bathing suits. He says oh don't worry. So we went skinny dipping. Um, and then while we were swimming ah a couple times he would, he would appear, you know swim under water or whatever and then be right next to me and he was wrapping his legs around me while we were in the water and I remember not thinking that was very, very good thing to do either.

AF: He was, when he was wrapping his legs around you and I know this sounds like an absurd question, but it there is a purpose for it. Um, was his, was his genitals ah touching you sir that you recall?

█ Um, not that I recall.

AF: Okay.

█ Not that I recall. I, I not that I recall.

AF: Just that he was wrapping his legs around you and that seemed ah somewhat unusual to you?

█ Yeah. It seemed unusual to me and he was, he was really making light of it, laughing. Um, like oh this is nothing and I remember thinking that it wasn't nothing and then his laughter was inappropriate.

AF: Were you naked?

█ Yeah, we both were, yeah.

AF: Okay.

█ Skinny dipping yeah.

AF: Yeah.

█ Um, yeah we both were. Um, but anyway I the other parts of the weekend or night that stick in my mind was, was wine. Yeah, I remember he was giving me wine to drink at dinner and before dinner. Ah, I guess you could think that was sort of cool

being 13 years old, but I, I it's still something in the back of my mind you know saying this is inappropriate. The only other part that, that into the story, which I'll tell you was um just that night. I remember ah, I don't remember anything in particular happening, which is why I'm not sure where to proceed with this testimony after we do this, but um that night I remember waking up um in the middle of the night drowsy and groggy. I forget why. I mean probably because of the wine.

AF: Huh, huh.

█ But drowsy and groggy enough to not remember anything clearly except that, except that he was in my room. Right there next to me on the bed and I.

AF: Lying down with you, sir?

█ I, no I'm sorry. I don't think lying down. I, I think he was on the floor next to the bed, but I remember his head, his face was right there. He was at my level. He must have been down on his hands and knees or whatever. He was right, he was right there that night.

AF: So it appears as if he's either kneeling on the floor and his head is just at the level of, of your bed?

█ Right.

AF: And you're lying down.

█ Yeah, lying on the bed. Um, which ah other than that I don't remember anything.

AF: Is there anything.

█ I, I.

AF: Say anything? Did he say anything?

█ Um, not that I can remember, no.

AF: Okay.

█ No that's um and that's, that's you know the extent of my story. Um, the skinning dipping, the wine and him being in the room at night. I remember it. Obviously I remember it distinctly. It was, how old am I? It was 35 years ago um, so you know it really stayed with me. I never said a word to anybody.

AF: Never told anybody?

█ Never a word to anyone, which is.

AF: Did he ever ah, did Towner ever tell you not to tell anyone █ about the skinning dipping or the wine?

█ I don't remember that.

AF: Okay.

█ I don't remember any instructions to that effect.

AF: Okay. Um.

█ But um, you know it just isn't something you can tell people.

AF: Right.

█ Or when you're 13 years old.

AF: Sure.

█ inaudible

AF: How much wine do you recall drinking that night?

█ Um, that's hard. It was so long ago. I would think two or three glasses, but I don't.

AF: Um, at any particular point during this trip to his camp in New Hampshire, um did any other type of inappropriate activity take place in regard to ah Towner, such as touching or inappropriate touching or statements or anything at all?

█ Yeah, no, nothing that comes to mind. I've been, I've been thinking about it um fairly recently since this you know Catholic church scandal hit the news. Um, I've been thinking about it, thinking what happened or what didn't happen because I think it's surprising to me that I don't have any other recollections.

AF: Umm.

█ I, and I was you know I never mentioned it to anyone other than my wife, um you know in the past couple of years. Just that it happened because abusive priests have been on the news.

AF: Right.

█ He was in choir too and I remember hearing that um a weekend or two before me he went up. He went with Father Towner to his cabin in New Hampshire.

AF: The same place?

█ I kind of, you know it sort of gave me, well it's okay you know.

AF: Yep.

█ Kids were doing this.

AF: Was █ right around your same age?

█ He was one year ahead of me.

AF: One year ahead of you.

█ 8th grade if I was in the 7th.

AF: Okay.

█ Yeah. Yeah, but I always wondered about him. What, what later you know I just wondered privately. Like I said I never said anything to anybody at the time. I always wondered what happened to him that weekend. I don't know.

AF: Okay. Um, and I think I asked you this, but I want to make sure. You don't recall any other incidents involving Towner that may have taken place as it pertains to you █

█ Right, not a thing. Not a thing. I, I've thought about it and ah you know Lord knows what I've blocked out, but no.

AF: Yeah.

█ I don't recall anything other than that particular incident.

AF: Okay.

█ And I had been, I had been you know following the church scandal the last year or so and actually kind of ah you know looking in the papers occasionally to see if his name would show up. I remembered this incident and I thought if his name never shows up you know it was just a skinning dipping thing and you know, forget about it.

AF: And just for the record um, I think we talked about this, but Towner's name has shown up recently.

[REDACTED] Right, that's what brought me here. That's what brought me here. I saw an article just by fluke in a paper I never read. I was sitting in a café actually waiting for wife to bring the kids back from the restroom and there was a paper on the next table and I picked it up just for something to do and I, it was the weirdest thing, there was the story. It said a Laconia Real Estate Agent is under investigation an ex-priest and I read it and I saw Bob Towner and said.

AF: It was Bob Towner?

[REDACTED] I said that's Father Bob.

AF: Yep.

[REDACTED] Yeah, and when, the article mentioned some other victims who had been taken to a cabin in New Hampshire by a lake and I said God that's me. That's exactly what happened.

AF: Um.

[REDACTED] And then it listed ah I think it was Will Delker at the District Attorney in the article.

AF: Yep.

[REDACTED] So I called and said I have a similar story.

AF: Okay.

[REDACTED] Um, if it will corroborate other people's stories.

AF: Yep.

[REDACTED] Like I said I don't remember that. I mean I don't know what is classified as criminal or not with kids, but I don't remember anything other than that and it doesn't sound that serious, but

AF: Well it's

[REDACTED] It may corroborate what other people say.

AF: It certainly is.

[REDACTED] Yeah.

AF: Is there anything else sir um that you think might be important um for us to know and if there is certainly tell us if you want to, but if not then I think we're probably at the point where I would ah um and end the interview.

[REDACTED] Sure, no that's, that's.

AF: Okay.

[REDACTED] That's everything I can think of.

AF: All right. All right. Well I'm going to end this interview. It's 10:27 a.m. by my watch, December 23, 2002. This is the end of the interview with ah [REDACTED]
[REDACTED]

