

COMMONWEALTH MEDIATION

\_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Claimants, )  
 v. )  
 FATHER PAUL MAHAN )  
 and THE ARCHDIOCESE OF BOSTON )  
 Respondents. )

MEDIATION STATEMENT

\_\_\_\_\_ respectfully submit their Mediation Statement to Mediator Paul Finn.

I. FACTS

In the late 1970's and the early 1980's, both \_\_\_\_\_ were altar boys at St. Joseph's Parish in Needham, Massachusetts. During that time the \_\_\_\_\_ brothers were befriended by Father Paul Mahan ("Father Mahan"). As young altar boys, the \_\_\_\_\_ trusted and revered representatives of the church and in particular Father Mahan. The brothers were also drawn to St. Joseph's by their aunt, \_\_\_\_\_ who was a nun at the Church. It was through their love and involvement with the church that the \_\_\_\_\_ brothers came to trust and respect Father Mahan.

The \_\_\_\_\_ brothers came from a deeply religious family, and their parents were honored and proud that their sons were sought out by such a highly respected figure of the church as Father Mahan. Additionally, during that same period the boys' mother, \_\_\_\_\_, was

suffering from severe psychological problems. Father Mahan noted [redacted] emotional difficulties and volunteered to spend time with the brothers in order to "explain to them about their mother's illness." The [redacted] family was extremely appreciative of Father Mahan's apparent compassion and allowed Father Mahan to spend an inordinate amount of time with their children.

A. The Abuse Of [redacted]

[redacted] trusted and revered Father Mahan. Furthermore, they greatly appreciated what they believed to be was the support Father Mahan was giving their sons during a trying period in the boys' lives. Accordingly, they allowed [redacted] to travel with Father Mahan to Father Mahan's house and boat in the Swampscott and Marblehead area and to Lake Champlain in Vermont. At both of those sites, Father Mahan molested [redacted]. Father Mahan also molested [redacted] on many separate occasions in both the photography darkroom at St. Joseph's Parish and in Father Mahan's car.

When Father Mahan moved from St. Joseph's to St. Matthew's in Dorchester, he hired [redacted] as a handyman at the church. During the time period that [redacted] worked at St. Matthew's, he was molested by Father Mahan on three (3) occasions. All of the above incidents of molestation included Father Mahan fondling [redacted] penis and testicles under his pants and underwear.

B. The Abuse Of [redacted]

As they had with [redacted] [redacted] trusted Father Mahan to provide [redacted] with comfort during a difficult period of his childhood. Accordingly, they allowed [redacted] to travel with Father Mahan to New Hampshire, where Father Mahan molested him. Father Mahan also

molested [REDACTED] on two (2) separate occasions in the photography darkroom at St. Joseph's Parish. As with [REDACTED] the incidents of molestation included Father Mahan fondling [REDACTED] penis and testicles under his pants and underwear.

C. The Harm Suffered By [REDACTED]

As a result of the over fifty (50) separate incidents of abuse which occurred in two (2) different states, [REDACTED] has experienced and continues to experience emotional injuries and psychological harm. Before Father Mahan's sexual abuse of him, [REDACTED] was a happy and well adjusted child who enjoyed providing services to the church and interacting with his friends. Soon after Father Mahan started molesting him, [REDACTED] exhibited several severe behavioral problems. He was arrested for drug possession in 1984 and was arrested for driving under the influence of alcohol in 1986 and in 1989. Additionally, [REDACTED] was involved in a car accident in 1987 while he was under the influence of alcohol, but he was not charged for that particular incident. During his high school career, [REDACTED] earned poor grades and experienced behavioral problems for which he received counseling. As a result of his lack of achievement in high school, and his continuing emotional problems, [REDACTED] was essentially precluded from continuing his educational career.

After his education was completed, [REDACTED] also experienced difficulties in his work environment. Specifically, [REDACTED] had problems holding down jobs and experienced difficulties talking to fellow employees and supervisors while he was on the job. [REDACTED] also suffered from low self-esteem and frequently suffered anxiety related problems regarding his employment. Predictably, [REDACTED] problems affected his personal life as well. Soon after his marriage in 1992, he and his wife experienced severe marital problems. [REDACTED] also believes that his emotional

problems have prevented him from being as loving a father to his two children as he would like to be. Unfortunately, the majority of the problems described above continue to this day.

On September 29 and 30, 1999, [REDACTED] was examined by Dr. John Daignault. A copy of Dr. Daignault's comprehensive forensic psychological evaluation of [REDACTED] is attached hereto as Exhibit A. As you will see, Dr. Daignault's report discusses in great detail the instances of abuse perpetuated upon [REDACTED] by Father Mahan and the resulting harm that was caused by said abuse.

D. The Harm Suffered By [REDACTED]

As a result of the multiple incidents of sexual abuse perpetrated by Father Mahan, [REDACTED] has experienced and continues to experience emotional injuries and psychological harm. Prior to Father Mahan's sexual abuse of him, [REDACTED] was a happy and well adjusted child with a high level of self-esteem. [REDACTED] interacted frequently and easily with his peers as well as with his elders. However, soon after Father Mahan began sexually abusing him, [REDACTED] personality dramatically changed. He became isolated and withdrawn and had serious problems trusting authority figures. [REDACTED] began drinking in his early teens when he was abused by Father Mahan, and during high school he developed a serious alcohol abuse problem. Moreover, when he was in the presence of people in authority, he became anxious, tongue-tied and frightened. Specifically, in high school and college he distanced himself from students and teachers alike and frequently felt angry. As a result, [REDACTED] could not communicate with teachers and nearly flunked out of college. [REDACTED] problems and trepidation regarding authority figures extended into his employment career and continue to this day.

[REDACTED] was examined by [REDACTED] of [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

The effects of the abuse by Father Mahan have followed the brothers throughout their lives. However, it was not until January of 1999, after reading an article in The Boston Herald about a similar case of abuse by Father Mahan, that [REDACTED] began to realize the causal connection between his profound injuries and the sexual abuse perpetuated upon him when he was a child. [REDACTED] in turn, asked [REDACTED] if he too had been abused by Father Mahan. As a result of his brother's inquiry, [REDACTED] also recognized the causal connection between his problems and the sexual abuse he suffered at the hands of Father Mahan. As a result of Father Mahan's abuse, neither [REDACTED] nor [REDACTED] presently maintain any interaction with the Catholic Church.

**II. DEMAND**

Based upon the facts of this case, it cannot be disputed that the Archdiocese knew or should have known of Father Mahan's sexually abusive behavior, and yet failed to prevent the harm inflicted upon [REDACTED]. Father Mahan's numerous cases of sexual abuse of children have been well documented, and accordingly there are no issues regarding the credibility of the brothers and their unfortunate stories. Accordingly, [REDACTED] makes demand upon the Archdiocese in the amount of Two Hundred Thousand Dollars (\$200,000) and [REDACTED] makes demand upon the Archdiocese in the amount of One Hundred and Fifty Thousand Dollars (\$150,000).

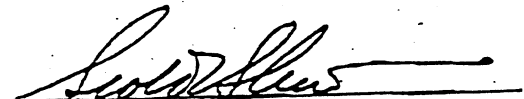
It is the [REDACTED] position that their demands are reasonable in light of the numerous incidents of sexual misconduct and assault perpetrated by Father Mahan. The brothers also believe that their demands are reasonable in light of the fact that their cases are not subject to the charitable corporation limitation of Twenty Thousand (\$20,000) as contained in M.G.L. c. 231 § 85K, as multiple incidents of abuse with respect to both [REDACTED] occurred outside of Massachusetts. The claimants believe that were [REDACTED] or [REDACTED] to pursue an action in the courts of Vermont or New Hampshire to recover for the damage caused by the molestations occurring there, then these tribunals would have no need or duty to apply a Massachusetts statute to protect a Massachusetts organization whose member molests children in other states.

The claimants welcome the opportunity to mediate this matter.

Respectfully submitted,

[REDACTED]

By their attorneys,



Joseph E. Boyland, (BBO# 552323)  
Scott D. Shuster, (BBO# 630897)  
ECKERT SEAMANS CHERIN & MELLOTT, LLC  
One International Place  
Boston, Massachusetts 02110  
(617) 342-6800  
Fax No. (617) 342-6899

Dated: October 7, 1999

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 25~~th~~ day of October 9, 1999, by and between the Roman Catholic Archbishop of Boston, a Corporation Sole (the "Archdiocese"), and [REDACTED] (collectively the "Parties").

WHEREAS, certain allegations were made and claims were asserted by [REDACTED] regarding the conduct of Fr. Paul Mahan ("Fr. Mahan") while Fr. Mahan was a priest at a parish operated within the Archdiocese of Boston; and

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

WHEREAS, [REDACTED] informed the Archdiocese that unless this matter is resolved forthwith, he intends to file immediate suit which will contain causes of action against the Archdiocese; 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 to settle all claims relating to or arising out of the allegations asserted by [REDACTED] 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 of any liability to [REDACTED]

2. The Archdiocese agrees to pay a settlement in the amount of [REDACTED] resolve all claims of [REDACTED] in this regard.

3. All payments made under this agreement will be in the form of checks payable to "Eckert Seamans Cherin & Mellott as Attorneys for [REDACTED]". The payment of \$75,000 will be tendered contemporaneously with the execution and delivery of this Settlement Agreement.

4. [REDACTED] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally release, remise, and discharge the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese, their agents, servants, employees, officers, directors and trustees and all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including, but not limited to, Fr. Mahan (the "Released Parties") 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, 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]'s association with the Archdiocese and Fr. Mahan, including but not limited to, any claims [REDACTED] may have in tort for personal injury, including, but in no way limited to, intentional and negligent infliction of emotional distress, assault and battery, negligence and all other claims and/or causes of action.



██████████ and his attorneys further represent that any and all liens arising out of these claims will be paid prior to any other disbursement. ██████████ further agrees to indemnify and save harmless the Released Parties from any and all past, present or future claims or liens existing against this Settlement Agreement.

5. The Archdiocese and anyone claiming by, through or under it, hereby fully, unconditionally, and irrevocably releases ██████████, his heirs, executors, administrators, next of kin, assigns and any other person or entity deeming an interest through him, from any 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, suspected or unsuspected, which it now has, every had, or may have in the future, regarding any claims relating to or arising from or connected with the aforementioned allegations and the resolution of those allegations.

6. ██████████ represents and warrants that he has not disclosed the events giving rise to this claim, this settlement or any discussions relating thereto to any third party with the exception of his attorney(s), financial and tax advisors, including accountants or tax authority, his medical doctors, his therapist and his family, all of whom have agreed, at the request of ██████████ to maintain the confidentiality of the same, since October 7, 1999. ██████████ 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. ██████████ agrees not to disclose the events giving rise to this claim, this settlement and any discussions relating thereto

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to any third party, except as hereinafter provided. The Archdiocese agrees not to disclose to any third party any information concerning ██████████ except as hereinafter provided.

Notwithstanding the foregoing, ██████████ may consult with or disclose to his attorney(s), financial and tax advisors, including accountants or any tax authority, his medical doctors, his therapists, his family, and representatives of the Archdiocese with respect to this claim or settlement or any discussions relating thereto. Prior to making any such disclosure to any of the above-named persons, ██████████ 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 this claim or settlement or any discussions relating thereto. 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.

In addition, any party may make such disclosure which is required by law. Any party required to make such a disclosure required by law shall notify all parties to this agreement prior to such disclosure.

7. No representation has been made by any party to the other as encouragement or inducement for the execution of the Agreement, other than that which is expressly set forth in 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.

8. 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.

9. 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.

10. 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.

11. 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 the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

12. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith.

13. Any written notice required pursuant to this Agreement shall be sent via certified mail, return receipt requested, to the following:

a. In the case of [REDACTED], to:

Scott D. Shuster, Esquire  
Eckert Seamans Cherin & Mellott  
One International Place  
Boston, MA 02110

b. In the case of the Archdiocese, to:

Wilson D. Rogers, Jr., Esquire  
Dunn and Rogers  
One Union Street  
Boston, MA 02108

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

[REDACTED SIGNATURE]

Witness

[REDACTED SIGNATURE]

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By:

[Handwritten Signature]

Witnessed by:

[Handwritten Signature]

1907

MAR 15 1999

# ECKERT SEAMANS CHERIN & MELLOTT, LLC

One International Place  
18th Floor  
Boston, MA 02110  
Telephone: 617.342.6800  
Facsimile: 617.342.6899  
www.escm.com

March 11, 1999

**PERSONAL AND CONFIDENTIAL**

Wilson D. Rogers, Jr., Esq.  
Dunn and Rogers, PC  
One Union Street, 3rd Floor  
Boston, MA 02108

- Boston
- Pittsburgh
- Allentown
- Fort Lauderdale
- Harrisburg
- Miami
- Philadelphia
- Westmont, NJ
- Washington, D.C.

Re: [REDACTED] and [REDACTED] / Claims Against Father Paul Mahan and the Archdiocese of Boston

Dear Mr. Rogers:

Please be advised that this firm represents [REDACTED] and [REDACTED], who are brothers. The [REDACTED] have informed us that in the late 1970's and early 1980's, when they were in their early to mid-teens, they were sexually abused by Father Paul Mahan, a priest at St. Joseph's Parish in Needham, Massachusetts. Both [REDACTED] and [REDACTED] have suffered and continue to suffer emotional distress, mental and psychological harm, as well as other consequential damages, which form the basis for their legal claims against Father Mahan and the Archdiocese of Boston (the "Archdiocese"), as set forth below.

In either late 1979 or early 1980, the [REDACTED] brothers were befriended by Father Mahan. Both brothers were altar boys at St. Joseph's and trusted and revered the representatives of the church, including Father Mahan.

[REDACTED] It was through their involvement with the church that the [REDACTED] brothers came to trust and respect Father Mahan, who in turn exploited their vulnerability by sexually abusing [REDACTED] on approximately thirty occasions and [REDACTED] on at least three separate instances.

The [REDACTED] came from a deeply religious family and their parents were honored that their sons had been sought out by such a highly respected figure of the church. Additionally, during that time period the boys' mother, [REDACTED] was suffering from severe emotional and psychological problems. Father Mahan took advantage of [REDACTED]'s problems by volunteering to spend time with [REDACTED] and [REDACTED] in order to "explain to them about their mother's illness."

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As a result, [REDACTED] allowed Father Mahan to spend inordinate amounts of time with their children.

A. The Abuse of [REDACTED]

Because [REDACTED] trusted Father Mahan and appreciated what they believed to be was the support he was giving their sons during a trying period in their lives, they allowed [REDACTED] to travel with Father Mahan to Father Mahan's house and boat in the Swampscott/Marblehead area and to Lake Champlain in Vermont. At both of those sites Father Mahan molested [REDACTED]. Father Mahan also molested [REDACTED] on many separate occasions in both the photography darkroom at St. Joseph's Parish and Father Mahan's car. When Father Mahan moved to St. Matthew's in Dorchester in 1983, he hired [REDACTED] a handyman and during the time period that [REDACTED] worked at St. Matthew's he was molested by Father Mahan on three occasions. The incidents of molestation included Father Mahan fondling [REDACTED] penis and testicles under his pants and underwear.

As a result of the incidents described above, [REDACTED] has experienced and continues to experience emotional injuries and psychological harm. Before Father Mahan's sexual abuse of him, [REDACTED] was a happy and well-adjusted child, who enjoyed providing services to the church and interacting with his friends. Soon after Father Mahan began molesting him, [REDACTED] exhibited several severe behavioral problems. He was arrested for drug possession in 1984 and was arrested for driving under the influence of alcohol in 1986 and in 1989. Additionally, [REDACTED] was involved in a car accident in 1987 while he was drunk, but he was not charged for that particular incident. During high school [REDACTED] earned poor grades and experienced behavioral problems for which he was counseled.

After his education was completed, [REDACTED] also experienced difficulties in his work environment. Specifically, [REDACTED] had problems holding down jobs and experienced difficulty talking to fellow employees and supervisors while he was on the job. [REDACTED] also suffered from low self-esteem and frequently suffered anxiety-related problems regarding his employment. Finally, soon after his marriage in 1992, he and his wife experienced severe marital problems. Unfortunately, many of the problems described above continue to this day.

B. The Abuse of [REDACTED]

As they had with [REDACTED], [REDACTED] allowed John to travel with Father Mahan. Father Mahan took [REDACTED] to New Hampshire, where Father Mahan

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molested him. Father Mahan also molested [REDACTED] on two separate occasions in the photography darkroom at St. Joseph's Parish. Like with [REDACTED], the incidents of molestation included Father Mahan fondling [REDACTED] penis and testicles under his pants and underwear.

As a result of the incidents described above, [REDACTED] has experienced and continues to experience emotional injuries and psychological harm. Before Father Mahan's sexual abuse of him, [REDACTED] was a happy and well-adjusted individual with a high level of self-esteem who interacted frequently and easily with his peers and elders. Soon after Father Mahan began sexually abusing him, [REDACTED] personality changed in that he became isolated and withdrawn and had problems trusting authority figures. During high school, [REDACTED] developed a serious alcohol abuse problem. Moreover, when he was around people of authority, he became anxious, tongue-tied and scared. Specifically, in high school and college he distanced himself from many people and often felt angry. As a result, [REDACTED] couldn't talk to teachers and almost flunked out of college. [REDACTED] problems and trepidation regarding authority figures extended into his employment career and continues to this day.

Although the effects of their abuse have followed the brothers throughout their lives, it was not until recently, after reading an article in the Boston Herald about a similar case of abuse by Father Mahan, that [REDACTED] began to realize the causal connection between his profound injuries and the sexual abuse perpetuated upon him when he was a child. [REDACTED] in turn, asked [REDACTED] if he too had been abused. As a result of his brother's inquiry, [REDACTED] also recognized the causal connection between his problems and the sexual abuse he suffered at the hands of Father Mahan. As a result of Father Mahan's abuse, neither [REDACTED] nor [REDACTED] have any interaction with the church.

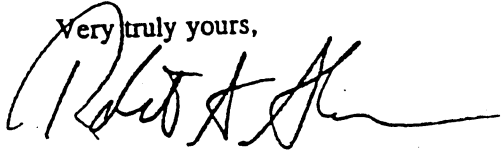
From the information provided, we believe the Archdiocese knew of or should have known of Father Mahan's sexually abusive behavior, and yet failed to prevent the harm inflicted upon [REDACTED]. Accordingly [REDACTED] hereby makes demand upon the Archdiocese in the amount of \$200,000.00 and [REDACTED] makes demand upon the Archdiocese in the amount of \$150,000.00.

I am happy to discuss this case with you and indeed would be willing to mediate this dispute in lieu of filing litigation at this time. If mediation is acceptable to you, consistent with our past practice, I have enclosed Tolling Agreements which I request that you execute while this process is ongoing.

Wilson D. Rogers, Jr., Esq.  
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I look forward to your response.

Very truly yours,



Robert A. Sherman

RAS/ken  
Enclosure

cc:

