

March 24, 1941

The Rev. Harold H. Herbst

[REDACTED]
Milwaukee, Wisconsin

My dear Father Herbst:

I hereby appoint you to assist the Reverend John W. Bott, pastor of St. Lawrence's Church, Milwaukee, Wisconsin. You will please to report to Father Bott on Tuesday, March 25, 1941.

Wishing you every blessing and success in your ministry, I remain,

Sincerely yours in Christ,

Archbishop of Milwaukee.

ADOM013410

June 21, 1951

The Rev. Harold Herbst
[REDACTED]
Milwaukee, Wisconsin

My dear Father Herbst:

I hereby appoint you to assist the Reverend Cyril Spiegelhoff, pastor of Mother of Perpetual Help Parish, Milwaukee, Wisconsin, transferring you from St. Lawrence Parish, Milwaukee, Wisconsin.

You will please to report for duty to Father Spiegelhoff on Wednesday, June 27, 1951.

Wishing you success and every grace and blessing you desire, I remain,

Sincerely yours in Christ,

Archbishop of Milwaukee

COPY

ADOM013411

June 4, 1957

The Rev. Harold P. Herbst
[REDACTED]
Milwaukee 9, Wisconsin

Dear Father Herbst:

This letter is to inform you that you are herewith appointed Pastor of Holy Name of Jesus Parish, Wilmot, Wisconsin, effective Friday, June 21, 1957.

Since this is your first pastoral appointment, you will kindly arrange to take the required Profession of Faith and oath prescribed by Canon Law of newly appointed pastors, either before the Most Reverend Vicar General or the Very Reverend Chancellor, acting as my delegate in the matter.

May I assure you that I shall be happy to discuss any of your problems with you.

Wishing you every blessing in your new assignment,
I remain

Very sincerely yours in Christ,

Archbishop of Milwaukee.

COPY

ADOM013413

August 27, 1962

The Rev. Harold H. Herbst
Holy Name of Jesus Parish
Wilmot, Wisconsin

Dear Father Herbst:

Pursuant to our phone conversation, I herewith transfer you from the pastorate of Holy Name of Jesus Parish, Wilmot, and I officially appoint you Administrator of St. Mary's Parish, Sheboygan Falls, effective Tuesday, September 4th, on which date you will kindly report.

Thanking you for your cooperation in this important matter and with the warmest of personal regards, I am

Sincerely yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

COPY

ADOM013421

June 19, 1963

The Rev. Harold H. Herbst
[REDACTED]
Sheboygan Falls, Wisconsin

Dear Father Herbst:

By this letter I officially appoint you Pastor of
St. Mary's Parish, Sheboygan Falls, effective Monday, July 1st.

With the warmest of personal regards and wishing you God's
choicest blessings in your priestly work, I am

Sincerely yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

COPY

ADOM013422

August 27, 1963

The Rev. Harold H. Herbst
[REDACTED]
Sheboygan Falls, Wisconsin

Dear Father Herbst:

District Moderators in our Council of Catholic Men are among the most important factors in the Council's success. Confident of your interest, I am asking you to serve as Moderator in District 7.

This appointment becomes effective immediately and terminates August 27, 1967.

An outline of your duties is enclosed.

With warm personal regards and assuring you of my personal interest in the task to which you have been assigned, I am

Sincerely yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

cc: V. Rev. Msgr. Dennis D. Barry

COPY

ADOM013423

ARCHDIOCESE OF MILWAUKEE

345 NORTH NINETY FIFTH STREET • P.O. BOX 2018 • MILWAUKEE WISCONSIN 53201 • PHONE 414/476 2101

THE CHANCERY

September 4, 1979

Dear Father:

It is my sad duty to inform you of the death of

REVEREND HAROLD H. HERBST
on Saturday, September 1, 1979

Father Herbst was born in Milwaukee, Wisconsin, on October 4, 1915. He attended St. Lawrence Seminary, Mount Calvary, and St. Francis Seminary, and was ordained to the Holy Priesthood in the seminary chapel on February 9, 1941, by Bishop W. R. Griffin.

Father Herbst spent his whole life serving the Lord and His People in the Archdiocese of Milwaukee in the parish ministry. His first assignment was as Assistant Pastor at St. Lawrence Parish, Milwaukee. In June, 1951, he was transferred to Mother of Perpetual Help Parish, Milwaukee.

On June 21, 1957, Father Herbst was named Pastor of Holy Name Parish, Wilmot, and on September 4, 1962, he became Pastor of St. Mary's Parish, Sheboygan Falls, where he faithfully served the People of God as their Shepherd until his retirement due to failing health on March 17, 1971.

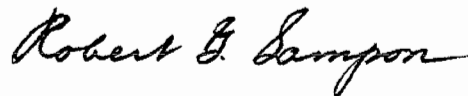
Father died Saturday of complications following major surgery at St. Michael's Hospital, Milwaukee.

A CONCELEBRATED MASS OF CHRISTIAN BURIAL will be offered at St. Lawrence Church, 2604 West Orchard Street, Milwaukee, on Thursday, September 6, 1979, at 11:00 a.m. Interment will be in Holy Cross Cemetery, Milwaukee.

Father Herbst will lie in state at the Altstadt Funeral Home, 1502 South Layton Blvd., Milwaukee, after 4:00 p.m. on Wednesday, September 5th, and in St. Lawrence Church after 8:00 a.m. on Thursday, September 6th.

Members of the Purgatorial Society will please offer the customary three Masses for the repose of his soul. May he rest in peace.

Respectfully yours in Christ,



Rev. Robert G. Sampon
Chancellor

ADOM013433

Archdiocese of Milwaukee

345 NORTH 95TH STREET
MILWAUKEE, WISCONSIN 53226

414 476-0666

February 19, 1971

The Reverend Harold H. Herbst
Pastor, St. Mary Parish
[REDACTED]
Sheboygan Falls, Wisconsin 53085

Dear Father Herbst:

I can only repeat my reluctance to accept your resignation as pastor of St. Mary Parish, Sheboygan Falls, and your request for retirement as presented upon the occasion of your visit to the Office on Wednesday, February 17th. That reluctance is founded in my recognition of the many years of service you have given to the Diocese and in a natural desire to see you continue in the more active ministry.

I do, however, recognize the validity of the reasons you have presented for your decision, and I am in admiration at the honesty and priestly integrity manifested. I must also admit that I was not aware of a physical condition resulting from earlier surgery and from a severe nervous condition aggravated to a point of affecting seriously an emphysema that is a continuing threat to your health.

Confirming our conversation of the other day, I now put in writing our acceptance of both of your requests, effective as of March 17, 1971. I have so informed our Personnel Board, and I have been given to understand that you have already indicated your desire that your decision be a matter of publication in our Herald Citizen. Further arrangements with St. Michael's Priest Fund can be made directly through the Personnel Board or by direct approach to Monsignor Grasser with recommendations from the Personnel Board.

I again express my thanks for your contribution to the Archdiocese and for the congenial personal relationship that existed between us. As a fellow priest I appreciate the efforts you have made to work in whatever section of Christ's vineyard assigned to you. I repeat again my assurance that appointment to another pastorate is always a possibility, if your condition of health and your own wishes would so indicate. In the interval, you have my prayerful good wishes and continuing regard.

With renewed thanks, I am

Gratefully yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

CC: Personnel Board

ADOM013438

ST. MARYS CONGREGATION
SHEBOYGAN FALLS, WIS.

Feb. 12, 1971

Members of St. Mary's Parish:

Though many of you think I have a heart of stone, I still am sentimental. For this reason, I have chosen to write this rather than speak it from the pulpit.

Since the removal of Father Reiner, our Parish Council member have been receiving numerous calls from you the parishioners. In the majority of cases you have asked for an answer to the status of the personnel of our parish. Since it is apparent we cannot keep an assistant here, something must be wrong. Many of you have stated you intend to discontinue support, others have stated you intend to transfer membership. It isn't a healthy situation by any means. Adding to this, there is the gossip that is going on in town among our friends of other denominations.

The Parish Council, for whom I have the highest regard, was indeed embarrassed to bring up the subject at our meeting Thursday Deb. 11th. Since they represent you, it was and is their duty and I respect them for it. They asked for an answer. I told them, apparently it must be me, who is to blame. And since we have a wonderful parish a complete complex, I certainly do not want it to become split more than it is already. We are doing financially well and cannot take a decline in support because of personality clashes. The church, as a whole is in the state of enough confusion, causing many to lose their faith. Hence, we cannot allow others to leave the church because of one individual.

It is because of all of this, that I, Father Herbst, assured the Council and now you, that I will make an appointment to see the Archbishop and ask him to relieve me of my duties here and to assign someone else in my stead. I am not trying to be a martyr, however, since I must be at fault, it is for the best of all concerned that I do this. I have made an appointment to see him Wednesday Feb. 17th at 11:00 A.M. Please pray that he will accept my removal as well as request for leave of absence. Then, if you find it in your heart, please pray for me. I have tried to do my best for you with what I am and have, but my personality doesn't warrant that I should be in the drivers seat anymore. God Bless all of you!

Very sincerely,

Father Herbst

ADOM013439

CHRONOLOGY
REVEREND HAROLD B. HERBST

Date of Birth: October 4, 1915

Date of Ordination: February 9, 1941

Assignments: Associate -- St. Lawrence (Milwaukee) 1941-1951

Associate -- Mother of Perpetual Help (Milwaukee) 1951-1957

Pastor -- Holy Name (Wilmot) 1957-1962

Pastor -- St. Mary (Sheboygan Falls) 1962-1971

Retirement: 1971

Date of Death: September 1, 1979

Allegations:

- 1) August 2002 -- Letter from adult male received by Archdiocese alleging sexual by Father Herbst in approximately 1962 when the man was 13 years old.
- 2) October 2003 -- Contact from an adult male alleging abuse by Father Herbst in approximately 1959 when the man was 15 or 16 years old.
- 3) December 2003 -- Contact from an adult male alleging that he was sexually abused by Father Herbst in approximately 1960 when the man was in his early twenties.
- 4) January 2004 -- Contact from an adult male alleging that he was sexually abused by Father Herbst in approximately 1967 when the man was 14 years old. The abuse allegedly occurred in Wilmot; the man was not a parishioner there but was from one of Father's former parishes.

Review of Files:

A review of Father Herbst's files does not show any reports of sexual abuse. The August 2002 report is the first one received.



\$
45K

Q/B


ARCHDIOCESE OF MILWAUKEE
CHANCERY

October 14, 2003

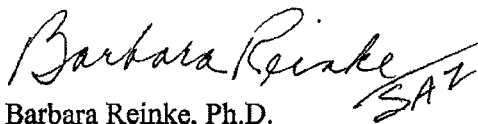
Dear [REDACTED]

Thank you for taking time to talk with me last week. I think you made the right decision to get it off your chest, and I hope it will allow you to move forward with a more free spirit. I am still attempting to determine whether we have ever received another complaint about Fr. Herbst, and I will inform you soon.

Enclosed is a release form that I would like you to sign and return, permitting me to forward a copy of your report to the Archdiocese of Chicago about Fr. [REDACTED]

Please do not hesitate to contact me if I can be of further assistance.

Sincerely,



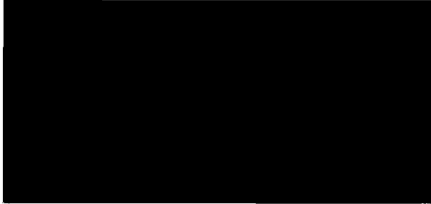
Barbara Reinke, Ph.D.
Director, Sexual Abuse Prevention
And Response Services

BR:saz

Enclosure

JAN 06 2004

January 1, 2004



1 I write to you because you have experienced, firsthand, the pain caused by sexual abuse within the Church, and you courageously reported the abuse to the Archdiocese of Milwaukee. No words can apologize sufficiently for your experience, but I will continue to try by saying again how sorry I am. Knowing that no remedies can adequately address the harm done, I still want to make you aware of a variety of services available to you and intended to assist in your healing.

2 Dispute resolution services to address your unique needs for recovery will become available in mid-January. Eva Soeka, a nationally known expert in dispute resolution systems, is creating a process independent of the Church that will make use of the best mediators in the area. I continue to believe that this initiative represents the best way for us to meet together about your situation and provide assistance. More details and information about how to enter into this process will be available in mid-January. At this time, I ask you to start considering if this might be the right next step for you.

3 Catholic Charities is also offering a new support group in Milwaukee for adult survivors of childhood sexual abuse. This group will offer a faith-based perspective, and is meant to supplement other support groups available in the area. A flyer is enclosed.

4 Financial assistance with psychotherapy also remains available. To access this, or for other questions about our services, please contact Dr. Barbara Reinke in our office for Sexual Abuse Prevention and Response Services (414-769-3436 or reinkeb@archmil.org). Also enclosed is a brochure about our policies and procedures when a report is made.

5 I continue to meet privately with those victim-survivors who find that helpful. Please contact me at 414-769-3496 if you would like to arrange such a meeting. We have also arranged for several priests, sisters and lay ministers, who are professionally-trained in providing spiritual direction, to be available. If you would like to speak with one of them, please contact Barbara Anne Cusack, my delegate for sexual abuse issues, at 414-769-3341.

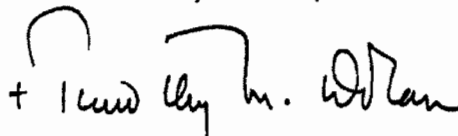
It is also important for me to communicate with you about our efforts to prevent clergy sexual abuse in the future. Our *Code of Ethics* makes it clear that no such behavior is to be tolerated within ministry. Our *Mandatory Reporting Responsibility* policy specifies that any employee or volunteer working in our parishes and schools must report any suspicion of abuse. In addition, all adult staff, and volunteers who work with children are required to participate in training to enhance awareness of childhood sexual abuse.

One final thing: if you would prefer not to have further contact from me or from any Church representative, please let us know using the enclosed return letter and pre-stamped envelope.

Much more remains to be done, and we welcome your suggestions. You can use the enclosed response letter and envelope for that purpose as well.

Please know that I am concerned about you and I pray for you. I apologize for the past misdeeds and wish to restore your wholeness as best we can.

Faithfully in Christ,

A handwritten signature in black ink, appearing to read "Timothy M. Dolan". The signature is written in a cursive style with a large initial 'T' and a cross at the end.

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee

[REDACTED]

I was very glad to hear from you again. I'm sure it is difficult, but so important that you are opening up about this situation with your pastor, your wife, and your psychologist to deal with your feelings of guilt about allowing others to be abused and to reach a point of meaningful reconciliation.

What you told me on December 1 was put into an internal report in the Archdiocese. It will be used to help validate allegations made by other people against Fr. Harold Herbst, and indeed other allegations have come forward. As Fr. Herbst is deceased, however, please be assured that there never will be any legal process or anything like subpoenas. It is possible that our independent investigator would want to talk with you, but I would speak with you first and get your permission to give your name to the investigator. Your confidentiality is protected.

What you received was indeed a generic letter sent to all persons who have reported sexual abuse by priests to the Archdiocese of Milwaukee to tell them about available services. You are right that it in no way addressed your personal situation. The Archbishop would be willing to meet with you. To make an appointment, please call Fr. Jerry Herda at 414-769-3496. I would pass the report of what you told me on to the Archbishop in advance, so that he understands the background.

I am hoping that dealing with this issue is bringing you some relief from the depression you were suffering.

With best wishes for healing and the new year,

Barbara Reinke, Ph.D.
Sexual Abuse Prevention & Response
Archdiocese of Milwaukee

11/2/04 This letter never sent - noted that [REDACTED] preferred contact by phone, so I called him + went over this info.

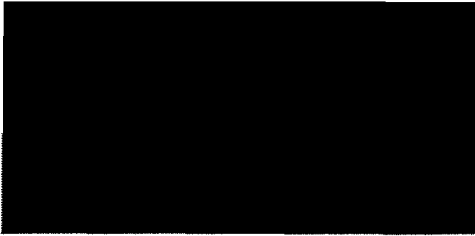
[REDACTED] seems himself in a different situation (not a victim) and is "against lawsuits." He reports feeling much better since opening it up; He plans to request a meeting with the Archbishop.

ADOM035907

ARCHDIOCESE  OF MILWAUKEE
OFFICE OF THE ARCHBISHOP

July 8, 2004

PERSONAL AND CONFIDENTIAL

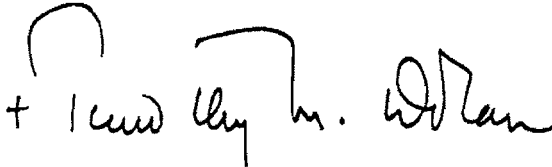


In line with the assurances given in the Charter for the Protection of Children and Young People, I have authorized the release of the names of priests who are now or would have been restricted from all priestly ministries. These men can not celebrate the sacraments publicly or represent themselves as priests in any way.

This action will bring with it additional publicity. My concern is that the publicity may bring you, personally, additional anxiety, stress or other difficulties. If you need to talk to someone, please do so. If you would like to contact our office for Sexual Abuse Prevention and Response Services, please call 414-769-3436.

What happened to you was not your fault and should never have happened. For that, I apologize in the name of the Church. I hope our actions as a Church in the Archdiocese of Milwaukee and my actions as archbishop continue to provide for healing. Please know you remain in my prayers.

Faithfully in Christ,



The Most Reverend Timothy M. Dolan
Archbishop of Milwaukee

February 19, 2004



Please allow me to continue to update you about developments that may concern you.

On February 27, 2004 the findings of the "John Jay Study" will be released. This study was commissioned by the U.S. Conference of Catholic Bishops at their Dallas meeting in June, 2002. John Jay College of Criminal Justice conducted a survey, and this report will include cumulative numbers from dioceses across the United States who reported on their individual numbers since 1950.

Naturally you will be interested in this news story because of its personal dimensions for you, but many victim/survivors have also let me know how extensive media coverage of clergy sexual abuse causes intense personal disruption and setbacks. In addition to a "heads up" about the turmoil you may face, let me make a few suggestions about how you might manage this time period.

- Be in charge of your media doses, rather than let it control you. Choose when and where and how much exposure you want. Turn off the TV or radio and put away the newspaper, as needed. Let people know if you don't want to talk about it now.
- Turn to people who offer you genuine caring and support. Distinguish these from the people who have another interest or purpose in talking to you about your personal relationship to the topic. Remember that you have choices about whether you publicly identify yourself as a victim. Talk with people with whom you feel "safe."
- Consider making an appointment with your therapist if you don't already have one. If you have not taken advantage of our offer to assist financially with psychotherapy, but would like to do so, please contact me. There are also support groups that focus on the healing needs of sexual abuse survivors, for which I can provide information. You are welcome to turn to me as a support person as well.

Previously we informed you that a new mediation program, independent of the Archdiocese, was forthcoming. The Clergy Sexual Abuse Mediation System is designed to resolve disputes for those who have been sexually abused by Catholic clergy, with the goal of healing, restoration and closure. If you are not already registered to participate in mediation, you may do so by calling 414-302-9215 or 1-866-302-9215. The last date for requesting mediation if you choose to seek resolution.

February 19, 2004
Page 2

I pray and hope that your journey as a survivor of clergy sexual abuse starts to become easier. For the Catholic Church it is a necessary time of public accountability in order to be responsible for what happened in the past, to change the culture and ways of operating in the present, and to practice prevention in the future. As we have said before, no words or actions erase the burden you have borne as a result of this issue.

May God be with you,


A handwritten signature in cursive script that reads "Barbara Reinke". The signature is written in black ink and is somewhat stylized.

Barbara Reinke, Ph.D.
Sexual Abuse Prevention & Response
Archdiocese of Milwaukee

BR:saz

ADOM037068

BLIND COPY:
Barbara Anne Cusack

ARCHDIOCESE  OF MILWAUKEE
OFFICE OF THE AUXILIARY BISHOP

AUG 06 2002

August 2, 2002



I write to acknowledge your letter of July 11, 2002 and to express my deepest sorrow as I read its contents and of the tragic experience to which you referred. Obviously such behavior should never have occurred, and I express my own personal apology for your experiences as an adolescent. I have never heard any other allegation against Fr. Harold Herbst, but I respect the integrity of the information which you provided.

For that reason, I take the liberty of sharing your letter with Dr. Barbara Reinke who coordinates our Archdiocesan response to allegations such as your own. If in some way you seek assistance in an effort to utilize professional counseling services at this juncture in life, please be assured of our willingness to discuss the matter more fully, and to provide assistance as needed.

May God's grace heal the tragic wound you experienced.

Fraternally in Christ,

Most Reverend Richard J. Sklba
Diocesan Administrator

RJS/rt
Copy to: Dr. Barbara Reinke

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between [REDACTED] and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes, including, without limitation, Holy Name Congregation (hereafter "Archdiocese").

[REDACTED] has advised the Archdiocese that he was sexually abused by Harold Herbst (hereafter "Herbst"), a priest of the Archdiocese, when [REDACTED] was a minor.

[REDACTED] and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that [REDACTED] has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and any person or entity affiliated with the Archdiocese, arising from the sexual abuse of [REDACTED] by Herbst without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of [REDACTED] by Herbst.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

ADOM056580

1. The Archdiocese agrees to provide [REDACTED] with \$45,000. These funds shall be used at [REDACTED] own discretion.
2. [REDACTED] and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to [REDACTED] other than that specifically enumerated in these paragraphs.
3. In return for the payments set out above, and for the mutual promises contained herein, [REDACTED] releases and forever discharges the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools, including, without limitation, Holy Name Congregation and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Herbst.
4. The Archdiocese hereby releases and forever discharges [REDACTED] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.
5. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties. The Archdiocese shall continue rendering and fulfilling the terms of this Agreement when successors assume offices currently held by archdiocesan officials.

AGREEMENT AND MUTUAL RELEASE

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So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide [REDACTED] with \$75,000. These funds shall

be used at [REDACTED] own discretion.

2. The Archdiocese agrees to provide [REDACTED] with \$25,000 for any treatment needs. At [REDACTED] request, this amount is being provided in a single payment [REDACTED] understands that the Archdiocese considers this amount full and final payment for any therapy expense [REDACTED] may incur at any time in the future.

3. The Archdiocese agrees to arrange a meeting between [REDACTED] and Archbishop Timothy Dolan at a mutually agreeable time and place.

4. The Archdiocese agrees to assist [REDACTED] in locating spiritual assistance, but shall not be liable for either the content or cost of any advice or counsel provided by such spiritual assistance nor for any spiritual or religious decisions that [REDACTED] may make based on such advice or counsel.

5. [REDACTED] and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to [REDACTED] other than that specifically enumerated in these paragraphs.

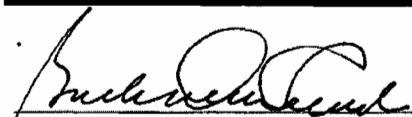
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7. The Archdiocese hereby releases and forever discharges [REDACTED] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

8. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties. The Archdiocese shall continue rendering and fulfilling the terms of this Agreement when successors assume offices currently held by archdiocesan officials.

9. It is further understood and agreed that this release does not release the Archdiocese of Chicago or any of its agents and does not, in any way, affect any claim [REDACTED] has against the Archdiocese of Chicago.

10. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.



Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

4-26-05
Date