



3339 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D. C. 20008-3687

APOSTOLIC NUNCIATURE
UNITED STATES OF AMERICA

No. ...10871/7...

January 29, 1993

This No. Should Be Prefixed to the Answer

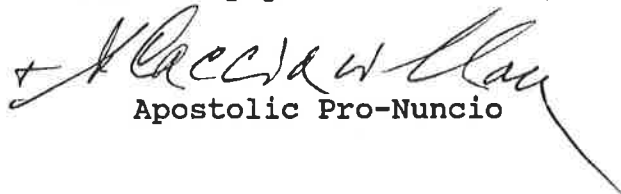
Most Reverend John R. Roach
Archbishop of St. Paul-Minneapolis
226 Summit Avenue
St. Paul, MN 55102

Dear Archbishop Roach:

I enclose herewith correspondence and the rescript by which the Congregation for Divine Worship and the Discipline of the Sacraments dispenses the Reverend Michael George Kolar from his priestly obligations.

With cordial regards and every good wish, I am

Sincerely yours in Christ,


Apostolic Pro-Nuncio

Enclosures



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226 Summit Avenue
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Sincerely yours in Christ,

Michael J. Ray
Apostolic Pro-Nuncio

Enclosures

*Encl. will
send copies
Comm. +
of Encl.*

12-29-92

1/ Rolar m. p.

Gr. 12-29-02

GP1-
1087117

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

328 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1997
612-291-4466

CASE: KOLAR, Michael George

PR. NUM.: S.P.A.M.: 1235/92
S.C.D.S.: 289/92/S

ACCEPTANCE OF LAICIZATION AND DISPENSATION

I, the undersigned, MICHAEL GEORGE KOLAR, residing in the Archdiocese of St. Paul and Minneapolis, herewith signify my free and willing acceptance of the document wherein I am given membership in the lay state with all of its rights, privileges, and responsibilities. I acknowledge and accept the dispensation from all of the obligations arising from the free acceptance of Sacred Orders, and particularly the dispensation from the obligation of celibacy.

This action and dispensation is taken in light of the response of Pope John Paul II, dated December 29, 1992, Correspondence Number of the Congregation for Divine Worship and the Discipline of the Sacraments, 289/92/S.

In accordance with the guidelines issued by the Congregation, I wish to state positively my intention of building the Church of Christ among people, so far as possible, by my own example of a devout Christian life in the midst of other people.

Recognizing the sensitivities of some toward the very fact of this dispensation granted me by Pope John Paul II, particularly with regard to the questions of residence, celebration of marriage, and participation in the life of the Church and its liturgy, and in its teaching function, I express hereby my readiness to abide by the guidelines and directions issued by the Bishop of the place in which I am residing, in each of these matters.

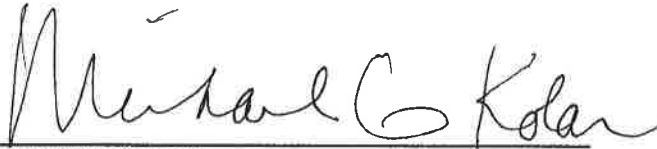
I recognize that my permanent status as an ordained minister of God should in general be held in some confidence. With regard to a marriage, I shall decline widespread publicity.

With regard to future functions of ministry, and of association with religious education, I recognize in the first category that by my petition and this return to the lay state I may exercise no specific function confined to Sacred Orders, with the exception of absolution from Church penalties and from sin in a circumstance of danger of death. Furthermore, I recognize that, in accordance with the guidelines of the Sacred Congregation, I may not take part in liturgical celebrations as homilist or assume a pastoral directive office. I am aware, further, that it is within the function of the Bishop to dispense from the prohibition within the guidelines of the Congregation regarding the teaching of religion in Catholic or non-Catholic schools, and I shall abide by the directives of the

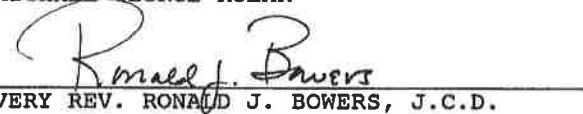
Rescript and the decision of the local Bishop in these matters.

In all of this it is my hope and aim that I might take an active part in the life of the people of God, in a fashion appropriate to this new state of life, and that I might be a source of edification, of a building up Christ among His people, and show myself in all things, as in this, a devoted son of the Church. I accept this dispensation and recognize its effectiveness as of the moment of this signature.

Signed this twenty-sixth day of February, 1993 at St. Paul, Minnesota.

A handwritten signature in cursive script, reading "Michael G Kolar". The signature is written in dark ink and is positioned above a horizontal line.

MICHAEL GEORGE KOLAR

A handwritten signature in cursive script, reading "Ronald J. Bowers". The signature is written in dark ink and is positioned above a horizontal line.

VERY REV. RONALD J. BOWERS, J.C.D.

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

328 West Kellogg Boulevard

Saint Paul, Minnesota 55102-1997

612-291-4466

CASE: KOLAR, Michael George

PR. NUM.: S.P.A.M.: 1235/92
S.C.D.S.: 289/92/S

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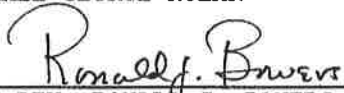
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Rescript and the decision of the local Bishop in these matters.

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MICHAEL GEORGE KOLAR


VERY REV. RONALD J. BOWERS, J.C.D.

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

The Tribunal
328 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1997
612-291-4466

March 1, 1993

CASE: KOLAR, Michael G.
PR. NUM.: S.P.A.M. 1235/92
S.C.D.S. 289/92/S

The Most Rev. John R. Roach, D.D.
The Archbishop's Office
226 Summit Avenue
St. Paul, MN 55102

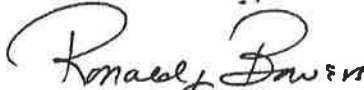
Dear Archbishop Roach,

I am enclosing for your files a copy of the Roman rescript granting Michael Kolar a dispensation from the obligations attached to Sacred Orders and a copy of his acceptance of the dispensation.

He asked me to convey to you his gratitude for the support that you have given him in obtaining this dispensation and the support you offer him in so many other ways. I join him in this expression of gratitude.

With best wishes, I remain,

Yours Sincerely,



Very Rev. Ronald J. Bowers, J.C.D.
Delegated Priest

RJB:le

Enclosures

ARCH-018552

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

The Tribunal
328 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1997
612-291-4466

March 1, 1993

CASE:
PR. NUM.:

KOLAR, Michael G.

The Most Rev. John R. Roach, D.D.
The Archbishop's Office
226 Summit Avenue
St. Paul, MN 55102

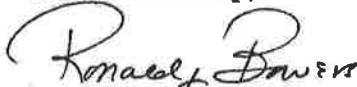
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Very Rev. Ronald J. Bowers, J.C.D.
Delegated Priest

RJB:le

Enclosures

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

The Tribunal
328 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1997
612-291-4466

March 2, 1993

CASE: KOLAR, Michael G.
PR. NUM.: S.P.A.M. 1235/92
S.C.D.S. 289/92/S

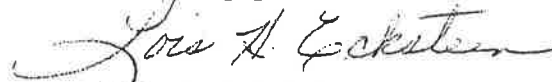
The Rev. Paul A. LaFontaine
Church of St. Columba
1327 Lafond Avenue
St. Paul, MN 55104-2035

Dear Fr. LaFontaine,

This is to advise you that Father Michael G. Kolar was granted a dispensation from the obligations attached to Sacred Orders. The Roman Congregation for Divine Worship and the Discipline of the Sacraments granted this dispensation on December 29, 1992. Michael was baptized in your Church in October, 1943.

Thank you for your assistance.

Sincerely yours,



Lois H. Eckstein
Secretary

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 228-1911
FACSIMILE (612) 223-8993

WILLIAM C. MEIER
(1920-1991)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(OF COUNSEL)

March 31, 1993

BY FACSIMILE

Mr. Roger R. Roe, Jr.
Attorney at Law
701 Fourth Avenue South
Suite 1400
Minneapolis, MN 55415

Ms. Ann Brose
701 Fourth Avenue South
Suite 1400
Minneapolis, MN 55415

Re: ABC & XYZ vs. Archdiocese, et al

Dear Ms. Brose and Mr. Roe:

C
O
P
Y
You contacted me a couple of days ago seeking to review the Aetna policies which insured the Archdiocese from 1974 to 1979. As you know, these policies were previously produced for inspection by Mr. Roe and Ms. Halbrooks pursuant to a demand for inspection and production.

Today, I am advised that the reason you seek another opportunity to inspect these policies is somehow related to the pending summary judgment motions. It is unclear to me how they might be material or relevant to the motions.

What is clear to me is that we have previously produced the documents in question. While I would ordinarily extend every courtesy and permit you an additional opportunity to review the documents, I am unwilling to do so in this instance.

Courtesy and cooperation is a two way street. The attitude, demeanor and arrogance displayed toward me, my fellow defense counsel, and most particularly our clients in this case, has long disturbed me. While such conduct may not be unethical, it certainly is unprofessional.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

Andrew J. Eisenzimmer

AJE:crb

bcc: Mr. Daniel A. Haws
The Most Reverend John R. Roach, D.D.
Reverend Kevin M. McDonough
Mr. William S. Fallon

TO:

K McD

In view of other problems
w/ Kolar victims instead
of cutting [REDACTED] off cold
perhaps another single
evaluation would be in
order. What do you
think?
WSS

from the desk of William S. Fallon

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 228-1911
FACSIMILE (612) 223-5183

March 31, 1993

WILLIAM C. MEIER
(1920-1981)

TIMOTHY P. QUINN
(1921-1991)

ALOIS D. KENNEDY, JR.
(OF COUNSEL)

File, please

BY FACSIMILE

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Attorney at Law
701 Fourth Avenue South
Suite 1400
Minneapolis, MN 55415

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AJE:crb



MEIER, KENNEDY & QUINN

CHARTERED

ATTORNEYS AT LAW

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TELEPHONE (612) 228-1911

FACSIMILE (612) 223-5483

WILLIAM C. MEIER
(1920-1981)

TIMOTHY P. QUINN
(1921-1991)

ALOIS D. KENNEDY, JR.
(OF COUNSEL)

April 8, 1993

BY FACSIMILE

Mr. Roger R. Roe, Jr.
Attorney at Law
701 Fourth Avenue South
Suite 1400
Minneapolis, MN 55415

Re: ABC & XYZ vs. Archdiocese, et al

Dear Mr. Roe:

I regret that I cannot accommodate your attempt to schedule Dr. [REDACTED]'s deposition on April 15, just eight days from now. I will be in Omaha and Lincoln, Nebraska on April 14 and I am going to Philadelphia on April 15. It will be impossible, therefore, for me to appear in Arizona on the 15th.

Rule 32 governing use of depositions requires "reasonable notice thereof" if you intend to take a deposition and use it against a party. Trial of this case is 102 days from now; eight days notice of this deposition is not reasonable under any circumstances, especially given that the trial date has been set since the court's Order of January 12, 1993 on your motion for expedited trial.

I assume we can find a mutually convenient date for this deposition, especially since it is only "a possibility" that Dr. [REDACTED] will not be available for trial. I also assume we can have Dr. [REDACTED] come to the Twin Cities for the deposition; it makes more sense to have one person come here than have five of us go to Arizona.

Please give me a call so we can discuss alternative arrangements.
Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED


Andrew J. Eisenzimmer

AJE:crb

cc: Mr. William S. Fallon
Mr. Robert T. White
Mr. Theodore J. Collins

K M-D
File, please

DATE: May 10, 1993
MEMO TO: Joan Bernet
FROM: Bill Fallon
cc: Fr. McDonough

In connection with the press statement on Mike Kolar, as we discussed, I would suggest including the following after the statement that the judge had ruled that dismissal was required by the statute of limitations: the judge held that justice requires that people be protected from stale old claims, as the search for truth can be seriously impaired by the passage of time, the loss of evidence and the death or disappearance of witnesses. In this case, the judge held that the plaintiff knew or had reason to know years ago and as early as 1977 that any damage she sustained may have been caused by the defendant.

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

226 Summit Avenue

Office of the Archbishop

Saint Paul, Minnesota 55102-2197

May 10, 1993

Reverend and dear Fathers,

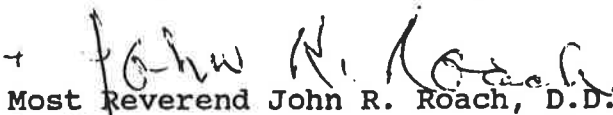
I want to share with you the outcome of legal action which appeared to be moving toward a trial when I wrote to you some months ago.

The court has granted a summary judgment dismissing claims against Michael Kolar, and also against the Archdiocese as his employer during the time of the relationship in reference. Claims were barred by the court on the grounds that they were brought forward beyond the applicable Minnesota statute of limitations. An appeal may be forthcoming.

We took every pastoral action open to us in our own dealing with information that came to us. That included offering personal support and consultation and providing for extensive counseling services to the party making these claims.

Please pray for all involved.

Sincerely yours in Christ,


+ John R. Roach, D.D.

Archbishop of Saint Paul and Minneapolis

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

226 Summit Avenue

Office of the Archbishop

Saint Paul, Minnesota 55102-2197

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Most Reverend John R. Roach, D.D.

Archbishop of Saint Paul and Minneapolis

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

Office of the Archbishop

226 Summit Avenue
Saint Paul, Minnesota 55102-2197

To Mike Kolar

May 10, 1993

F	Location <i>former Priest</i>
I	Date <i>5-20-93</i>
L	By <i>PA</i>
F	

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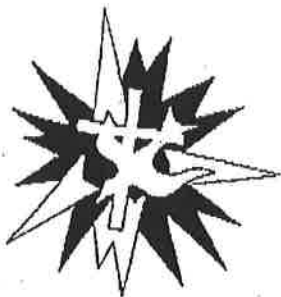
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Archbishop of Saint Paul and Minneapolis

DATE: May 10, 1993
MEMO TO: Joan Bernet
FROM: Bill Fallon
cc: Fr. McDonough

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PAX CHRISTI CATHOLIC COMMUNITY

12100 Pioneer Trail
Eden Prairie, Minnesota 55347-4208
612-941-3150

May 14, 1993

Daniel H. Mabley
Judge of District Court
Fourth Judicial District

Dear Judge Mabley,

I have recently read your judgment dated April 30, 1993 regarding File No. PI 91-4317. Since you quote my deposition as part of the basis for "dismissing plaintiff ABC's claims as a matter of law on the grounds that the claims are barred by the statute of limitations..." I am compelled to write and ask that you reconsider the judgment.

I do not claim to know the fine points of the law but I do know how ABC and I both viewed her relationship with Mike Kolar at the time of our conversations in 1977. We both honestly believed that Mike Kolar was at the time dealing in good faith about being in love with ABC and trying to decide about marrying ABC or remaining in ministry. I do not see how that is a situation where she "had reason to know" that abuse was going on. It was only in the late 1980's that we both realized this was not the case and that ABC had been only one of many women that Mike Kolar was simultaneously deceiving.

In light of this I would ask that you reconsider your judgment regarding the statute of limitations.

Sincerely,

J. Timothy Power

J. Timothy Power

Minnesota
Department of
Corrections

Minnesota Correctional Facility
Stillwater

P.O. BOX 55
STILLWATER MN 55082-0055
(612) 779-2700 FAX 779-2711

May 19, 1993

The Honorable D.H. Mabley
300 So 6th Street
Chambers #903
Mpls., MN. 55407

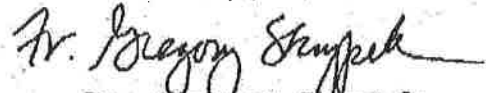
Your Honor:

I am Fr. Gregory Skrypek who is mentioned in the court order involving the Fr. Michael Kolar vs. [REDACTED] case.

I have reviewed the court order and find it necessary to write you concerning [REDACTED]'s sessions with me (May 1979). She never came to me wanting any professional counseling. She came to me because of my being a classmate of Fr. Kolar's and someone who grew up with him from early childhood. She wanted one thing from me. She kept asking if she thought Michael would leave the priesthood and marry her. She lived with that hope because she said he was struggling with what to do. He gave her something to hang on to during this time. She never talked about being sexually abused by Fr. Kolar. She was in love with him. He told her he loved her. That was her whole reason for being. She never talked about any sexual contact with him. Why should she? She loved him. She felt he was sincerely struggling with the issue of his love for her or priesthood.

I have known Fr. Kolar for over 45 years. I've had a long history filled with good memories that have been challenged by his sickness. I believe [REDACTED] came to know that she was abused by Fr. Kolar only after she learned in 1989-90 that she was one of many women that he was exploiting. I believe it is a grave injustice and a revictimization of her for this case to be thrown out of court. She and her family have suffered far too long. I trust you will give this letter serious consideration.

Sincerely,



Fr. Gregory Skrypek
Chaplain of Stillwater
State Prison

AN EQUAL OPPORTUNITY / ADA EMPLOYER

Minnesota
Department of
Corrections

Minnesota Correctional Facility
Stillwater

P.O. BOX 56
STILLWATER MN 55082-0055
(612) 779-2700 FAX 779-2711

May 19, 1993

The Honorable D.H. Mabley
300 So 6th Street
Chambers #903
Mpls., MN. 55407

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Chaplain of Stillwater
State Prison

AN EQUAL OPPORTUNITY / ADA EMPLOYER

† †

1. TO:

2. TO:

3. TO:

4. TO:

5. TO:

- REMARKS:

FROM:

DATE _____

PHONE

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 228-1911
FACSIMILE (612) 223-8483

July 1, 1993

File, please

WILLIAM C. MEIER
(1920-1981)

TIMOTHY P. QUINN
(1921-1991)

ALOIS D. KENNEDY, JR.
(OF COUNSEL)

Ms. Jill Flaskamp Halbrooks
Attorney at Law
2000 Lincoln Centre
333 South Seventh Street
Minneapolis, MN 55402

Re: ABC & XYZ vs. Archdiocese

Dear Ms. Flaskamp Halbrooks:

C
O
P
Y
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At this time, no decision has been made on that question. While there has been some discussion about what the Archdiocese's position will be, it also appears that further information would be helpful. In that regard, it would be helpful to get more information from [REDACTED]'s therapist about her current situation. While I have seen the reports prepared in connection with the litigation, they are not particularly helpful in answering these questions.

What I would like to see is information from the therapist about [REDACTED], including her current symptoms and examination findings, copies of testing, a description of therapy rendered to her, a current diagnosis and prognosis, including future treatment or therapy likely to be necessary and estimates of the costs thereof. We would also appreciate any other information pertinent to [REDACTED] which the therapist feels might be helpful to a clearer understanding of her condition and the expected future therapy.

Once I have this information, I will review it with my client so that a decision can be forthcoming.

MEIER, KENNEDY & QUINN

July 1, 1993

Re: ABC & XYZ vs. Archdiocese

Page 2

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

/s/ ANDREW J. EISENZIMMER

Andrew J. Eisenzimmer

AJE:crb

bcc: The Most Reverend John R. Roach, D.D.

Reverend Kevin M. McDonough

Mr. William S. Fallon

MEIER, KENNEDY & QUINN

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ATTORNEYS AT LAW

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WILLIAM C. MEIER
(1920-1981)
TIMOTHY P. QUINN
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ALOIS D. KENNEDY, JR.
(OF COUNSEL)

July 1, 1993

Ms. Jill Flaskamp Halbrooks
Attorney at Law
2000 Lincoln Centre
333 South Seventh Street
Minneapolis, MN 55402

Re: ABC & XYZ vs. Archdiocese

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MEIER, KENNEDY & QUINN

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Re: ABC & XYZ vs. Archdiocese

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AJE:crb

bcc: The Most Reverend John R. Roach, D.D.

Reverend Kevin M. McDonough

Mr. William S. Fallon

Cynthia Corcoran
187 West Congress
St. Paul, MN 55107

8-1-93

Dear Fr. Kevin McDonough:

My name is Cynthia Corcoran and I'm a member of the Community of Christ the Redeemer. I'm writing in regard to (Fr.) Mike Kolar.

When I received a letter from Randy Mueller and Gordy DeMarais dated May 24th '93, which stated that the last lawsuit against Fr. Mike Kolar had been dismissed, I began to think again about the whole situation. I have some questions and concerns that I talked over with Randy, but some of ~~these~~ my questions, Randy couldn't answer for certain, so he referred me to you, Fr. Kevin.

One question I have is this: Is the victim in the last case receiving the proper care + counseling that she needs? For that matter, are all the other victims being taken

Care of property? Is there pastoral outreach, clinical psychological care, support groups, or any other means with which they are being provided?

I am relieved that there was not a prohibitive amount of money that Mike Kolar had to pay in these cases, because I'm not sure if money solves things or makes things worse. I'm glad that there are no more lawsuits pending.

I know that yes, Mike had taken advantage of these women and heinously sinned. But also there was consent on the part of the victims, especially if these counseling relationships went on for years. But the fact that all of these suits were dropped or thrown out of court leaves me feeling uneasy and very concerned about the welfare

of all involved. Which leads me to my next question: Is Mike Kolar still getting treatment for his sexual addiction? I understand he's in a group called "S.A." Does he have a "mentor" or "monitor" person? Is he making progress toward healing? Does he feel remorse and has he repented? Maybe this is "privileged" information, but I feel it is important to know. I'm not asking to be nosy or to get fuel for gossip; I'm not like that.

I've been in the Community of Christ the Redeemer since 1985 and have known of or seen Mike Kolar as a priest through retreats or Masses since the '70's. I have heard so very little about the trials, the progress, & the welfare of Mike in this devastating scandal,

and I don't know why we as a Community are so ill-informed about him. He was a central part of our lives, and I still feel deeply hurt. I've forgiven Mike and have written to him + told him so. I've prayed for him and the victims. I've tried to keep asking Randy Mueller questions when I feel I should know something, but why haven't we as a Community heard anything from the Archdiocesan staff for so long?

I thank you for the times you did come + speak to our community but don't you know we still need to talk about it? We need healing, I need healing, from the tearing away that happened as (F) Mike was silently escorted out of our lives. I need healing

from the shock of hearing that he actually has sexual addiction, and that someone actually got pregnant from intercourse with him. I need healing from the silence surrounding these things, from not having trust anymore in someone I had fully trusted. We as a community need healing from having so many friends in C.C.R. argue about it and leave over it.

I ask you to help us, update us, and try to facilitate some way of bringing about healing. We are trying to move ahead but we haven't dealt with this whole issue thoroughly. We need closure in our relationship with Mike Kolar if he is never to spend time with us again. Please respond.

Cynthia Corcoran

187 West Congress
St. Paul, MN 55107

ARCH-018772

August 9, 1993

Cynthia Corcoran
187 W. Congress
St. Paul, MN 55107

Dear Ms. Corcoran,

I received your letter of August 1. I appreciate your addressing your concerns to me.

You asked several questions about assistance for the victims of Fr. Kolar. You may recall that the Archdiocese and the Community of Christ the Redeemer together agreed to provide counseling for anyone who came forward to indicate that they had been hurt by Fr. Kolar. Several people have taken advantage of that, although it now appears that most all have received the counseling that they and their therapists believed they needed. I am happy to say that, because it indicates that so many people have been moving on.

I cannot speak to the questions that you raised about Mike Kolar's current status. Mike is no longer a priest, and is no longer in any way under the control or direction of the Archdiocese. When I spoke with him last (over a year ago) I know that he was continuing to receive some counseling and support group help. I no longer have access to that information.

In terms of Mike Kolar coming to the Community or individual members for healing or reconciliation, once again we no longer have any way of accomplishing that directly. The time may come that some appropriate way of doing that can be worked out within the Community itself. As you know, there are members of the Community who are still in regular contact with him. My guess is that these issues are probably still too much of an open wound to make that sort of thing possible right now.

If you have some other ideas about what might be useful for the Community, please let Randy Mueller and me know. I would be willing to work on any reasonable way to help bring these matters to the resolution that all of us want.

Thank you for your letter to me. I wish you peace in the summer months.

Sincerely yours in Christ,

Reverend Kevin M. McDonough
Vicar General
Moderator of the Curia

KMM:jd

cc: Randy Mueller

MEMO

DATE: August 20, 1993
TO: Rev. Austin Ward
FROM: Mary Lynn Vasquez
SUBJECT: MICHAEL KOLAR
PARTICIPATION IN THE PRIESTS' HEALTH
INSURANCE PROGRAM

My records indicate that MICHAEL KOLAR's participation in the Priests' Health Insurance Program will cease as of SEPTEMBER 1, 1993.

If this is true, will someone be contacting him to let him know that the coverage will end on September 1.

Please copy me on any correspondence you may send so that my records may be complete.

Thank you.

cc: Rev. Kevin McDonough ✓
Mercedes O'Donnell

August 24, 1993

Michael Kolar
904 Laurel Avenue
St. Paul, MN 55104

SUBJECT: HEALTH INSURANCE COVERAGE UNDER THE PRIESTS'
HEALTH INSURANCE PROGRAM

Dear Michael,

As per your agreement with the Archdiocese, your health insurance coverage under the Priests' Health Insurance Program with Blue Cross and Blue Shield of Minnesota would be extended until September 1, 1993. Therefore, since that time is approaching, I am hereby notifying you that your health insurance coverage under the above named plan will cease effective September 1, 1993.

Sincerely yours,

Rev. Austin Ward, Director
Administration and Financial Services

Fr. Duane Pribula

St. Bernard's Catholic Community
05 Knight Avenue North - Thief River Falls, Minnesota 56701

Journeying Forward in Faith

Rev. Duane Pribula
c/o 105 Knight Ave. N.
Thief River Falls, MN 56701

Aug. 30, '93

Dear Kevin -

Please forward this
letter and gift to Mike Kolas.
I knew Mike from Seminary
days.

Peace -

ADuane

DEAR LORD
BE GOOD TO ME
THE SEA IS SO
WIDE AND SO
MY BOAT IS
SO SMALL

Michael Kolar address as of 9/27/93: (furnished by Mary Lynn Vasquez)

1186 E. Ivy
St. Paul, MN 55106

Phone: 452-4030
774-0394

N.B. Mike Kolar will be put on COBRA as of 9/1/93 and will pay his hospitalization through MLV (Archdiocese) until the conversion process is completed. (\$255 premium per month)

ARCH-018849

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

226 Summit Avenue

Saint Paul, Minnesota 55102-2197

Phone: 612-291-4400 Fax: 612-290-1629

The Chancery

October 28, 1993

[REDACTED]

Dear Dr. [REDACTED]:

This is to confirm the arrangements made by or on behalf of [REDACTED]. Thank you for undertaking to assist [REDACTED]. This Archdiocese agrees to pay all of your reasonable and customary future fees incurred with connection with the treatment of [REDACTED] until October 31, 1995 unless this commitment is sooner terminated. We reserve the right to so terminate our commitment at any time upon advance written notice to you, but such termination shall not affect any fees theretofore incurred.

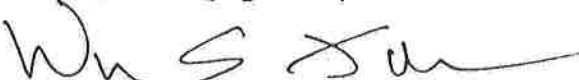
We would also favorably consider payment of past fees incurred to date upon receipt from you of your itemized statement for and our review and approval of the same.

I should advise you that it is our practice and custom to condition our commitment on the understanding that any fees which we so pay will be reimbursed to us by the patient in the event she is any way compensated by others for damages sustained or from other sources such as insurance, etc.

While I have no knowledge of her situation, I should advise you also that it has been our experience that in cases of this type, the need for therapy may be caused by multiple trauma arising within and without the family, and that accordingly our obligation should be limited to those matters occasioned by those persons we control or are responsible for. This may present difficult distinctions, and in that regard, we will rely on your sound judgment to bill us for those matters for which we thus would be responsible.

If you have any questions concerning this commitment, please feel free to contact me at your convenience. We appreciate your assistance in this matter.

Very truly yours,



William S. Fallon
Chancellor

cc: Sr. Paulissa Jirik

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Saint Paul, Minnesota 55102-2197

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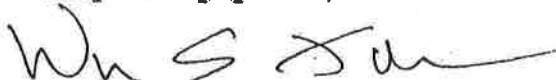
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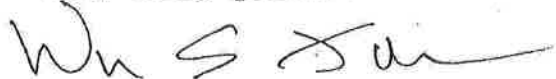
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ALOIS D. KENNEDY, JR.
(RETIRED)

November 9, 1993

Ms. Jill Flaskamp Halbrooks
Attorney at Law
2000 Lincoln Centre
333 South Seventh Street
Minneapolis, MN 55402

Re: ABC & XYZ [REDACTED] vs. Archdiocese, et al

Dear Ms. Flaskamp Halbrooks:

C
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Enclosed is a copy of an invoice dated November 3, 1993 I received from Dr. [REDACTED]. This invoice shows a previous balance of \$1,031.00. To the best of my knowledge, I have not previously received a statement or invoice for this \$1,031.00. In fact, we have not received any invoices from Dr. [REDACTED] subsequent to sending her a check for \$869.00 on July 27, 1993.

Also enclosed is a copy of my letter of July 1, 1993. I have received no response to this letter. I cannot recommend that my client consider payment of the current statements or invoices from Dr. [REDACTED] unless or until we get a response to this letter sent over four months ago.

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MEIER, KENNEDY & QUINN

November 9, 1993

Re: ABC & XYZ [REDACTED] vs. Archdiocese, et al

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Thank you.

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/s/ ANDREW J. EISENZIMMER

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AJE:crb

Enclosure

bcc: The Most Reverend John R. Roach, D.D.

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MEIER, KENNEDY & QUINN

November 9, 1993

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AJE:crb

Enclosure

bcc: The Most Reverend John R. Roach, D.D.

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Mr. William S. Fallon

Legal Docs.

KOLAR -

1993-1994

MEIER, KENNEDY & QUINN

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Enclosure

bcc: The Most Reverend John R. Roach, D.D.

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333 South Seventh Street
Minneapolis, MN 55402

Re: ABC & XYZ [REDACTED] vs. Archdiocese, et al

Dear Ms. Flaskamp Halbrooks:

C
J
P
Y
Enclosed is a copy of an invoice dated November 3, 1993 I received from Dr. [REDACTED]. This invoice shows a previous balance of \$1,031.00. To the best of my knowledge, I have not previously received a statement or invoice for this \$1,031.00. In fact, we have not received any invoices from Dr. [REDACTED] subsequent to sending her a check for \$869.00 on July 27, 1993.

Also enclosed is a copy of my letter of July 1, 1993. I have received no response to this letter. I cannot recommend that my client consider payment of the current statements or invoices from Dr. [REDACTED] unless or until we get a response to this letter sent over four months ago.

I also need to address another significant issue. My client has been paying for [REDACTED]'s therapy with [REDACTED]. Dr. [REDACTED]'s involvement in this case has gone far beyond the therapeutic to the point where she has authored and/or signed an affidavit to Judge Daniel Mabley on the motion for reconsideration. Now, your appellate brief quotes extensively from Dr. [REDACTED]'s affidavit on the issues related to the motion for summary judgment.

Certainly, it is not my expectation that the Archdiocese pay for Dr. [REDACTED] to author or sign affidavits and it is not my observation that this benefits [REDACTED] therapeutically. Rather, it is my own viewpoint (although not necessarily that of my client) that [REDACTED] lacks any appreciable degree of insight into the dynamics of her involvement with Kolar and, instead, is using therapy only as a means of retaliation, to avoid her own personal responsibility, and to seek financial compensation.

MEIER, KENNEDY & QUINN

November 9, 1993

Re: ABC & XYZ [REDACTED] vs. Archdiocese, et al

Page 2

I have attempted to give [REDACTED] the benefit of the doubt which was the reason for my letter of July 1, 1993. In addition, I believe the Archdiocese has gone beyond giving her the benefit of the doubt in that regard. If, however, [REDACTED] is not being helped by having the Archdiocese pay for therapy expenses and instead the Archdiocese is only paying Dr. [REDACTED] to further [REDACTED]'s legal claims, then my recommendation will be that the Archdiocese no longer pay these therapy expenses.

I wish to stress, however, that the Archdiocese has not made any decision in this regard but certainly it cannot make a reasoned, informed decision without a response to my previous request for information. In the meantime, I assume you will inform Dr. [REDACTED] that the November 3, 1993 invoice will not be processed for payment pending the outcome of this review.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

/s/ ANDREW J. EISENZIMMER

Andrew J. Eisenzimmer

AJE:crb

Enclosure

bcc: The Most Reverend John R. Roach, D.D.

Reverend Kevin M. McDonough

Mr. William S. Fallon

RIDER, BENNETT, EGAN & ARUNDEL

ATTORNEYS AT LAW

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MARTHA M. SIMONETT
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MAX C. RAMSEY III
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THOMAS J. WHITE
THOMAS J. HOBEN
BARBARA J. KLAS
SARAH E. CARLSON

STEPHEN K. WARCH*
ROBIN M. MAHER
ROSALYN W. OTIENO
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EDWIN CHEESEBORO
MARK A. MITCHELL
KAREN IMUS JOHNSON
MICHAEL J. MCGUIRE

GENE F. BENNETT
(1926-1983)

OF COUNSEL
STUART W. RIDER, JR.
KENNETH R. JOHNSON
DOUGLAS K. AMDAHL
JEROME S. YUGEND

*ALSO ADMITTED IN WISCONSIN

2000 LINCOLN CENTRE
333 SOUTH SEVENTH STREET
MINNEAPOLIS, MINNESOTA 55402

TELEPHONE (612) 340-7951
FAX (612) 375-0701

WRITER'S DIRECT DIAL NUMBER
340-7995

November 12, 1993

Mr. Andrew J. Eisenzimmer
Attorney at Law
Suite 2200 North Central Life Tower
445 Minnesota Street
St. Paul, MN 55101-2100

Re: ABC and XYZ vs. The Archdiocese of St. Paul
and Minneapolis and Father Michael G. Kolar
Our File No. 6849/R08072

Dear Mr. Eisenzimmer:

I have forwarded a copy of your November 9, 1993 correspondence to me to Dr. [REDACTED] requesting her response to the questions posed in your July 1, 1993 letter. I previously forwarded a copy of your July 1, 1993 letter addressed to me to Dr. [REDACTED] back in July 1993. To date, I have not had a response from Dr. [REDACTED] but am renewing my request for her response at this time. As soon as we receive Dr. [REDACTED]'s opinions with respect to current diagnosis and prognosis, including projected future treatment and therapy, I will certainly forward it to you immediately.

I must tell you, however, that I am deeply offended by the suggestion in your letter that [REDACTED] is in any way attempting to utilize therapy as a means of building her lawsuit or as a method of retaliation or diversion in order to avoid taking any personal responsibility for her relationship with Michael Kolar. As you know, my practice is overwhelmingly defense in its orientation. Based upon that experience, I know that defense lawyers evaluate a claim looking at many facets, including whether or not the plaintiff is motivated by the prospects of financial gain.

Nothing could be further from the truth in this instance. [REDACTED] has suffered and continues to suffer significant psychological damage as a result of Michael Kolar's abusive,

RIDER, BENNETT, EGAN & ARUNDEL

Mr. Andrew J. Eisenzimmer

Page 2

November 12, 1993

manipulative manner in relating to her. To suggest that she has not been victimized by him is to ignore all the sworn testimony in this matter, including that of Michael Kolar and Archbishop Roach.

Dr. [REDACTED]'s involvement has been strictly that of a therapist. Whatever support she has provided for [REDACTED] in the legal context through the affidavit submitted in support of Plaintiffs' Motion for Reconsideration, she did in an attempt to educate Judge Mabley with respect to the dynamics of sexual abuse. Whatever time was expended in that effort was not passed on to the Archdiocese in the form of a bill. Dr. [REDACTED] can clarify this matter for you if you wish, but I am certain that she has charged the Archdiocese for time spent with [REDACTED] in therapy only and nothing more.

Clearly, up to this point, the Archdiocese has not had a legal obligation to pay [REDACTED]'s medical expenses associated with her therapy. I do not know specifically what has motivated the Archdiocese to take the position it has taken thus far, but I have felt it was the morally correct position. If you are going to recommend a reversal of that position and/or the Archdiocese chooses to stop paying for [REDACTED]'s therapy, we would appreciate having the lead time which you suggested to me when we talked about this matter last July.

Should you wish to discuss this matter further, please give me a call.

Very truly yours,

RIDER, BENNETT, EGAN & ARUNDEL

By Jill Flaskamp Halbrooks
Jill Flaskamp Halbrooks

JFH/ms

cc: Dr. [REDACTED]
[REDACTED]
Roger R. Roe, Jr.

RIDER, BENNETT, EGAN & ARUNDEL
ATTORNEYS AT LAW

WILLIAM T. EGAN
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WRITER'S DIRECT DIAL NUMBER
340-7995

November 12, 1993

Mr. Andrew J. Eisenzimmer
Attorney at Law
Suite 2200 North Central Life Tower
445 Minnesota Street
St. Paul, MN 55101-2100

Re: ABC and XYZ vs. The Archdiocese of St. Paul
and Minneapolis and Father Michael G. Kolar
Our File No. 6849/R08072

Dear Mr. Eisenzimmer:

I have forwarded a copy of your November 9, 1993 correspondence to me to Dr. [REDACTED] requesting her response to the questions posed in your July 1, 1993 letter. I previously forwarded a copy of your July 1, 1993 letter addressed to me to Dr. [REDACTED] back in July 1993. To date, I have not had a response from Dr. [REDACTED] but am renewing my request for her response at this time. As soon as we receive Dr. [REDACTED]'s opinions with respect to current diagnosis and prognosis, including projected future treatment and therapy, I will certainly forward it to you immediately.

I must tell you, however, that I am deeply offended by the suggestion in your letter that [REDACTED] is in any way attempting to utilize therapy as a means of building her lawsuit or as a method of retaliation or diversion in order to avoid taking any personal responsibility for her relationship with Michael Kolar. As you know, my practice is overwhelmingly defense in its orientation. Based upon that experience, I know that defense lawyers evaluate a claim looking at many facets, including whether or not the plaintiff is motivated by the prospects of financial gain.

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RIDER, BENNETT, EGAN & ARUNDEL

Mr. Andrew J. Eisenzimmer

Page 2

November 12, 1993

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Clearly, up to this point, the Archdiocese has not had a legal obligation to pay [REDACTED]'s medical expenses associated with her therapy. I do not know specifically what has motivated the Archdiocese to take the position it has taken thus far, but I have felt it was the morally correct position. If you are going to recommend a reversal of that position and/or the Archdiocese chooses to stop paying for [REDACTED]'s therapy, we would appreciate having the lead time which you suggested to me when we talked about this matter last July.

Should you wish to discuss this matter further, please give me a call.

Very truly yours,

RIDER, BENNETT, EGAN & ARUNDEL

By

Jill Flaskamp Halbrooks
Jill Flaskamp Halbrooks

JFH/ms

cc: [REDACTED]

Roger R. Roe, Jr.

[REDACTED]

STATEMENT DATE: December 21, 1993

CLIENT: [REDACTED]

AUTHORIZATION - 10-28-93 (Copy enclosed)

10-18-93	Psychotherapy - 1 hr.	\$90.00
10-26-93	Psychotherapy - 1 hr.	90.00

OCTOBER Total \$180.00

11-11-93	Psychotherapy - 1 hr.	\$90.00
11-16-93	Psychotherapy - 1 hr.	90.00
11-23-93	Psychotherapy - 1 hr.	90.00

NOVEMBER Total \$270.00

12-02-93	Psychotherapy - 1 hr.	\$90.00
12-07-93	Psychotherapy - 1 hr.	90.00
12-20-93	Psychotherapy - 1 hr.	90.00

DECEMBER Total \$270.00

Total 10-18-93 through 12-20-93 \$720.00

Additional Information:

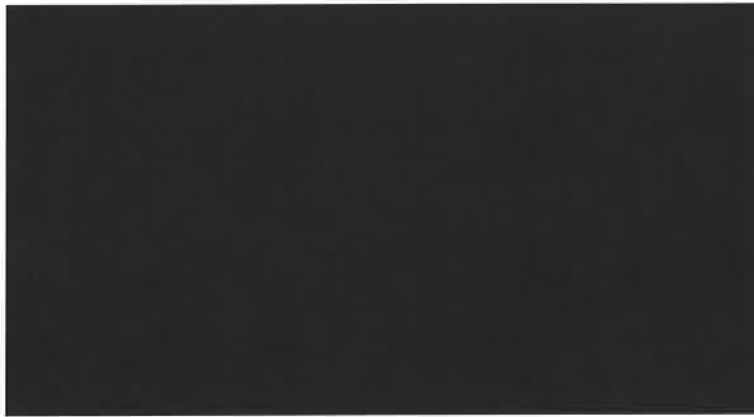
Services provided by [REDACTED]


License # [REDACTED]

Tax ID # [REDACTED]

Office Phone # - [REDACTED]

GK KMD
12/22/93





February 11, 1994

Lin Elizondo
The Tribunal
Archdiocese of Saint Paul
328 W. Kellogg Blv.
St. Paul, MN 55102

Dear Lin:

As per our conversation this morning, I am resubmitting my bills for psychotherapy for [REDACTED] I am also enclosing a copy of the authorization letter I received. I appreciated your thoughtful help today.

Sincerely,



[REDACTED]

STATEMENT DATE: December 21, 1993

Copy

CLIENT: [REDACTED]

AUTHORIZATION - 10-28-93 (Copy enclosed)

10-18-93	Psychotherapy - 1 hr.	\$90.00
10-26-93	Psychotherapy - 1 hr.	90.00

OCTOBER Total \$180.00

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12-07-93	Psychotherapy - 1 hr.	90.00
12-20-93	Psychotherapy - 1 hr.	90.00

DECEMBER Total \$270.00

Total 10-18-93 through 12-20-93 \$720.00

Additional Information:

[REDACTED]



COPY

STATEMENT DATE: February 8, 1994

CLIENT:



AUTHORIZATION - 10-28-93 (Copy enclosed)

PREVIOUSLY BILLED

\$720.00 Pending Payment

CURRENT BILLING

1-04-94	Psychotherapy - 1 hr.	\$90.00
1-11-94	Psychotherapy - 1 hr.	90.00
1-21-94	Psychotherapy - 1 hr.	90.00
1-28-94	Psychotherapy - 1 hr.	90.00

JANUARY Total \$360.00

1-01-94	Psychotherapy - 1 hr.	\$90.00
2-08-94	Psychotherapy - 1 hr.	90.00

FEBRUARY Total \$180.00

Total 10-18-93 through 12-20-93	\$720.00
Total 1-04-94 through 2-08-94	540.00

TOTAL DUE \$1260.00

Additional Information:



ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

226 Summit Avenue

Saint Paul, Minnesota 55102-2197

Phone: 612-291-4400 Fax: 612-290-1629

The Chancery

February 14, 1994

[REDACTED]
Dear Dr. [REDACTED]:

I have received your billing, approved it, and forwarded it to our accounting department for payment.

You will recall, that in my October 28th letter to you, I mentioned the fact that it had been our experience that the type of trauma involved in these cases frequently was multiple in nature, and that we were relying on you to bill us only for those matters which directly resulted from the type of misconduct for which we were responsible.

In reviewing our file, I note that [REDACTED]'s deposition was earlier taken, and that the type of sexual contact involved, while no doubt disturbing to her, was neither violent, prolonged or substantial. (If I am mistaken in this regard, please advise me.) Assuming such to be the case, I would ask that you advise me as to your expectations as to the length, nature and extent of future treatment, and, to the extent relevant, progress achieved to date. In that latter regard, I am not sure if [REDACTED] ever executed a release or other authorization. And I accordingly, appreciate the constraints on your furnishing us with such information.

Thank you for your early attention to this matter. I apologize for any delay in processing your earlier billing. Offhand, I don't recall having received it--and perhaps we didn't.

Very truly yours,



William S. Fallon
Chancellor

February 14, 1994

[REDACTED]

Dear Dr. [REDACTED]:

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You will recall, that in my October 28th letter to you, I mentioned the fact that it had been our experience that the type of trauma involved in these cases frequently was multiple in nature, and that we were relying on you to bill us only for those matters which directly resulted from the type of misconduct for which we were responsible.

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Thank you for your early attention to this matter. I apologize for any delay in processing your earlier billing. Offhand, I don't recall having received it--and perhaps we didn't.

Very truly yours,

William S. Fallon
Chancellor

March 7, 1994

[REDACTED]

Dear Dr. [REDACTED]

Thank you for forwarding to me a copy of Chancellor Fallon's letter of February 14, 1994. I am outraged to learn that you have not been compensated for my many visits to you since the Archdiocese committed to pay "all of your reasonable and customary future fees ... until October 31, 1995."

When I met with Sr. Paulissa Jirik, she assured me that the archdiocese knew that Fr. Kolar victimized several women and believed that I was one of them. She said it would not be necessary to provide further documentation, nor did I have to deal with any other diocesan employees and re-tell my degrading story yet again. I feel that Mr. Fallon is reneging on that promise and I am angry.

Beyond anger, however, once again I feel completely betrayed by the church. I was abused and betrayed by Fr. Kolar and continue to suffer enormous consequences. I am struggling to be capable of trusting anyone, and just as I think I can make some headway, this letter comes along stating I wasn't badly hurt and implying the archdiocese is reconsidering its promise to yet another victim. The damage wrecked by Fr. Kolar continues to be compounded by the church so that I can no longer believe anything coming from the church. Not about compassion, nor love, nor justice, nor even anything about God.

I feel nauseous, exhausted, over-stressed, disillusioned and deeply depressed. This man and this church has robbed me of my purity, my optimism, my peace and my faith.

I drive past the intersection of John Ireland Blvd. and Kellogg a number of times every day to get to my office and other meetings. Just last week I saw a man walking across the freeway overpass wearing a dark overcoat - just like Fr. Kolar. I panicked and looked for a way to escape. Last fall I was in a Walgreen's store on Grand Ave. when Jim Kolar came in with a son. Again, I was overcome with fear - I could not be that close, and had to flee the store.

I explained to Sr. Jirik how I live in constant fear I will encounter Fr. Kolar at a gas station, in a Target store, at a movie theater, or walking around the lakes. She assured me not to be afraid, he was out of state now. Yet two weeks later a friend did in fact meet him walking around Lake Phalen with a blonde woman, presumably his fiancée. Someone else saw him standing in line for tickets at a movie theater. My fears are real. My reactions are debilitating.

Mr. Fallon believes the contact was "neither violent, prolonged or substantial." Well I must tell him the rape of my spirit, my emotions and my faith were very violent and the scars remain, even though Fr. Kolar didn't hold a knife to my throat. The abuse was prolonged over at least four years, but continues to affect me to this day. I heaped self abuse on myself for years afterwards. Finally I began to realize how he had abused me and then more recently, how I had been harmed by his abuse. The damage to myself and secondarily to my children is still beyond quantifying.

Mr. Fallon has reviewed my deposition? Then he knows only the tip of the iceberg! Those truthful statements were for someone else's lawsuit. If I need to file suit on my own behalf, he will know more than he ever wanted to ask.

I give you a limited authorization to release the contents of this letter to Mr. Fallon. I specifically withhold release of any further information or files that may exist. I refuse to have the church rape me further by inquiring into more details of my life. I have been invaded and deceived too much already.

Please notify me immediately if you have further correspondence with Mr. Fallon, or if the archdiocese does not stay current in its account with you so I may confer further with my attorney.

Sincerely,



[Redacted]

**Authorization and Consent to
Release Professional Information**

I authorize [Redacted] release or exchange the following types of
(name of individual)

information to or with William S. Fallon
(name of individual and agency)

in regard to [Redacted]
(client's name and address)

Please describe what information you would like released, and how it would be used.

Limited Release: Information regarding
[Redacted] and contact
with M. Kolar

I understand that the information released by other professionals to Patricia M. la Plante will be protected as private data according to the provisions of the Minnesota Data Practices Act, and, to the extent permitted by law, will not be released without my authorization.

I recognize that Patricia M. la Plante cannot guarantee the privacy of information released by her under this authorization, but it is my intent that the party I designate to receive it will consider it private according to the provisions of the Minnesota Data Practices Act.

Further, I understand that I may rescind this authorization at any time by giving written notification to the above named parties, and that otherwise it will expire six months from this date.

I fully understand all the above and my consent

[Redacted Signature]

[Redacted Signature]
Witness Signature

Legal guardian Signature (if minor)

3/16/94
Date

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 226-1911
FACSIMILE (612) 223-5483

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

WILLIAM C. MEIER
(1920-1981)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(RETIRED)

file, please

March 18, 1994

Ms. Jill Flaskamp Halbrooks
Attorney at Law
2000 Lincoln Centre
333 South Seventh Street
Minneapolis, MN 55402

Re: ABC & XYZ [REDACTED] vs. Archdiocese, et al

Dear Ms. Flaskamp Halbrooks:

Following your recent telephone call to me about the question of my client's willingness to pay further therapy expenses for Ms. [REDACTED] I reviewed my file and spoke to my client. As you know, following Judge Mabley's dismissal of Ms. [REDACTED] claims, this question was the subject of my letter to you dated July 1, 1993 wherein I requested certain information and I indicated that once I received the requested information, I would review it with my client so that a decision could be made regarding continuation of payment of therapy expenses.

I wrote to you again on November 9, 1993 indicating that I had not received a response to my July 1, 1993 letter and further indicating that it was not my expectation that the Archdiocese pay the costs associated with the therapist for Ms. [REDACTED] authoring or signing affidavits in connection with the appeal in this matter.

In your response to me dated November 12, 1993, you assured me that the therapist's time expended in the efforts related to the appeal were not included in the billings to my client. Since you represented to me that the charges to the Archdiocese were only for time spent in therapy with Ms. [REDACTED] I assume you verified that. Your letter did not, however, include the information originally sought by my letter of July 1, 1993.

At this time, it would appear that we still need answers from Dr. Harrison to the questions which I posed in my July 1, 1993 letter to you. Unless that response is furnished, my client will discontinue paying therapy expenses on June 30, 1994.

MEIER, KENNEDY & QUINN

March 18, 1994

Re: ABC and XYZ [REDACTED] vs. Archdiocese, et al

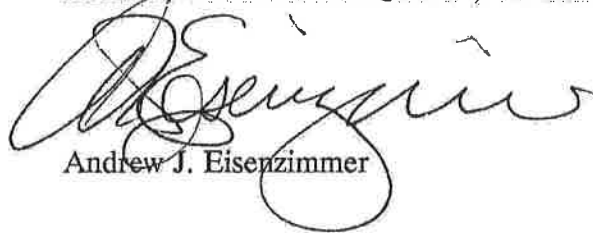
Page 2

If a response is provided prior to June 30, 1994, consideration for further payment of therapy expenses beyond that date will be made depending upon the nature of the response received and my client's review of the situation at that time.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

A handwritten signature in cursive script, appearing to read "A. Eisenzimmer", is written over the typed name.

Andrew J. Eisenzimmer

AJE:crb

cc: The Most Reverend John R. Roach, D.D.
Reverend Kevin M. McDonough
Mr. William S. Fallon

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
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THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 228-1911
FACSIMILE (612) 223-5483

WILLIAM C. MEIER
(1920-1981)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(RETIRED)

March 18, 1994

Ms. Jill Flaskamp Halbrooks
Attorney at Law
2000 Lincoln Centre
333 South Seventh Street
Minneapolis, MN 55402

Re: ABC & XYZ [REDACTED] vs. Archdiocese, et al

Dear Ms. Flaskamp Halbrooks:

Following your recent telephone call to me about the question of my client's willingness to pay further therapy expenses for [REDACTED] I reviewed my file and spoke to my client. As you know, following Judge Mabley's dismissal of [REDACTED]'s claims, this question was the subject of my letter to you dated July 1, 1993 wherein I requested certain information and I indicated that once I received the requested information, I would review it with my client so that a decision could be made regarding continuation of payment of therapy expenses.

I wrote to you again on November 9, 1993 indicating that I had not received a response to my July 1, 1993 letter and further indicating that it was not my expectation that the Archdiocese pay the costs associated with the therapist for [REDACTED] authoring or signing affidavits in connection with the appeal in this matter.

In your response to me dated November 12, 1993, you assured me that the therapist's time expended in the efforts related to the appeal were not included in the billings to my client. Since you represented to me that the charges to the Archdiocese were only for time spent in therapy with [REDACTED], I assume you verified that. Your letter did not, however, include the information originally sought by my letter of July 1, 1993.

At this time, it would appear that we still need answers from Dr. [REDACTED] to the questions which I posed in my July 1, 1993 letter to you. Unless that response is furnished, my client will discontinue paying therapy expenses on June 30, 1994.

MEIER, KENNEDY & QUINN

March 18, 1994

Re: ABC and XYZ [REDACTED] vs. Archdiocese, et al

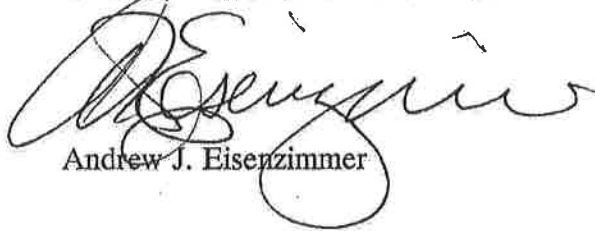
Page 2

If a response is provided prior to June 30, 1994, consideration for further payment of therapy expenses beyond that date will be made depending upon the nature of the response received and my client's review of the situation at that time.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

A handwritten signature in dark ink, appearing to read "A. Eisenzimmer", is written over the typed name. The signature is fluid and cursive.

Andrew J. Eisenzimmer

AJE:crb

cc: The Most Reverend John R. Roach, D.D.
Reverend Kevin M. McDonough
Mr. William S. Fallon

[REDACTED]

March 19, 1994

William S. Fallon, Chancellor
Archdiocese of St. Paul and Minneapolis
226 Summit Avenue
St. Paul, MN 55102

Dear Chancellor Fallon:

I am writing in response to your correspondence dated February 14, 1994. I have enclosed a copy of that letter for your reference. I would like to thank you for your prompt attention to my billing. Sr. Jirik had informed me that I sent the original statement to the wrong address.


I would like to discuss [REDACTED] case. I shared your letter with her and have enclosed a copy of a letter she addressed to me outlining her concerns. I have also enclosed a copy of a limited release she signed granting me permission to share my concerns with you. She declined to sign a full release as she is having great difficulty trusting officers of the Church. The nature and scope of the trauma caused by sexual abuse can not always be determined by an examination of the brief facts collected in a deposition.

[REDACTED]

█ has not granted me a release to discuss the course nor expected outcomes of her treatment. However, I ask that you trust my professional judgment in my billing of the Archdiocese. I have spoken with another psychologist who has worked with several sexual abuse survivors who have been referred by several dioceses. He informed me that he has never been asked for treatment summaries or progress reports and agrees with me that such requests may in fact impede the client's progress.

Please advise me of your current views on the status of the arrangements you outlined in your October 28, 1993 letter. I will assume until I hear from you that we are continuing treatment as outlined in that earlier communication.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia M. la Plante, Ph.D., L.P.", written in dark ink.

Patricia M. la Plante, Ph.D., L.P.

[REDACTED]

March 22, 1994

Dear [REDACTED]

Thank you for your March 19th letter concerning [REDACTED]. I fully understand the restraints you are under with respect to reporting on her condition, and I will trust in your professional judgment as you have requested.

Please understand that the questions which I raised in my last letter, were occasioned only by my desire to handle this in a professionally prudent manner, and was not meant to be intrusive. If she felt it so, I apologize.

With respect to the comments in [REDACTED] letter, I would assume that you have advised her of the reason for the delay in payment of your billing. I did not recall that she had met with Sr. Jirik, or that she had been assured that nothing further would have to be done. My first contact with her, as I recall, was through you. In any event, there is no intention on our part to, in any way, renege on any promises, nor is there any basis for her so concluding.

There is little that I can do about her feeling of betrayal by the Church, except to reassure her that we will continue to assist her as best we can, and to ask her to believe that we sincerely wish to help her.

My comment concerning the nature of the sexual contact involved, which was made in my February 14th letter, was nothing more than supposition based on information in the file. You will note that I parenthetically stated that I could be mistaken. Incidentally, I have not read her deposition, nor do I intend to, as I think it is irrelevant to her problems, the problems which you are addressing. I am only concerned with doing what I believe to be right and just under the circumstances.

You, of course, have my permission to give [REDACTED] a copy of this letter. I believe it is important that there be absolutely no misunderstandings between us.

Please submit your next billing directly to me, and I will see that it is immediately processed for payment.

Very truly yours,

William S. Fallon
Chancellor

ARCH-017989

DATE: May 25, 1994
MEMO TO: Archbishop Roach
FROM: Bill Fallon

In connection with [REDACTED] letter, I do not see any reason for you not to meet with her. The [REDACTED] lawsuit really is at an end, in that she did not petition the Supreme Court for review. We have agreed to pay her [REDACTED], half of which will come from the insurance company, and they are still quibbling over the terms of the release agreement, but no further legal action can be taken by her.

I don't know whether [REDACTED] has any type of claim she might try to assert in the future, but at this point, we are not aware of any.

My only concern is that in the past, these people, after meeting with Archdiocese officials whether it was with you, Mike O'Connell, or Kevin, have seriously either misconstrued or misinterpreted what was said to them and they, in turn, have relayed this mischaracterized information to members of their community. The latest example of this was the information [REDACTED] gave to Fr. Skrypek that we were trying to extort our costs from [REDACTED] to force a settlement. This, of course, was totally in error.

My own sense of her letter is that her needs may be "pastoral" and that she apparently has something she wants to tell you. Than may be worth listening to.

PAYMENT AGREEMENT AND RELEASE

THIS PAYMENT AGREEMENT AND RELEASE ("Payment Agreement") is entered into this _____ day of _____, 1992 by _____ and _____ (ABC and XYZ) (the "Plaintiffs"), The Archdiocese of Saint Paul and Minneapolis, Father Michael G. Kolar, James C. Kolar, and Saint Paul Catholic Youth Center (the "Defendants").

RECITALS

A. On or about March, 1991, the Plaintiffs served a Complaint against the Defendants in the District Court, Hennepin County, Minnesota asserting certain claims for damages for sexual abuse and exploitation, which Complaint arose out of certain alleged acts or omissions by the Defendants.

B. On or about April 5, 1993 Defendants brought a motion for Summary Judgment. In an Order dated April 30, 1993, the honorable Daniel H. Mabley, Judge of District Court, granted Defendants' motion and ordered that Plaintiffs' claims against defendants be dismissed in their entirety.

C. On or about May 14, 1993, Plaintiffs filed a motion for reconsideration asking the court to rescind and withdraw its Order dismissing Plaintiffs' claims. In an Order dated July 6, 1993, the Honorable Daniel H. Mabley denied Plaintiffs' motion for reconsideration and ordered that judgment be entered dismissing Plaintiffs' claims against Defendants.

D. On or about October 5, 1993, Plaintiffs appealed the judgment dismissing their claims to the Minnesota Court of Appeals.

E. In an opinion dated March 10, 1994, the Minnesota Court of Appeals affirmed Judge Mabley's Order for Judgment of dismissal of Plaintiffs' claims in their entirety.

F. The time for petitioning the Minnesota Supreme Court for review of the decision of the Court of Appeals has expired.

G. The Archdiocese of Saint Paul and Minneapolis and its insurers have agreed to pay to Plaintiffs the amount of _____ for Plaintiffs future therapy and counseling expenses in consideration of the terms of this Payment Agreement.

AGREEMENT

The parties agree as follows:

1. Release and Discharge

In consideration of the payment called for herein, the Plaintiffs waive all rights to file any appeals, petitions for

review or any other motions or petitions for future consideration of the judgment of dismissal. As further consideration of the payments called for herein, the Plaintiffs completely release and forever discharge the Defendants, their insurers and their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms, or corporations with whom any of the former have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, damages, punitive damages, costs, losses of services, expenses and compensation of every kind and nature whatsoever, including claims and actions for contribution on any claims that may be brought against the Plaintiffs herein whether based on a tort, contract or other theory of recovery, which the Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of, the Complaint, and all related pleadings, including, without limitation, any and all known or unknown claims for personal injury or sickness or emotional injury or sickness and any future wrongful death claims of Plaintiffs' representatives, which have resulted or may result from the alleged acts or omissions of the Defendants. This Release, on the part of the Plaintiffs, shall be a fully binding and complete settlement between the Plaintiffs and the Defendants, their agents, servants, employees, personal representatives, insurers, affiliates, predecessors, successors and assigns, save only the executory provisions of this Settlement Agreement. The Plaintiffs agree to defend, indemnify and hold the Defendants, their agents, employees, subsidiaries, predecessors and successors in interest and assigns harmless from and against all such claims, demands, obligations, causes of action, damages, costs and expenses arising out of the alleged injuries and damages above referred to and described.

2. Payment

In consideration of the Release set forth above, the Defendants The Archdiocese of Saint Paul and Minneapolis and its insurers hereby agree to pay the following:

2.1 [REDACTED] will be paid jointly to Plaintiffs and their attorneys, Rider, Bennett, Egan & Arundel, upon the proper execution of this Payment Agreement.

3. Attorney's Fees.

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the claims, this Payment Agreement and the matters and documents referred to herein, and all related matters.

4. General Release.

Plaintiffs hereby acknowledge and agree that the Release set forth in Paragraph 1 is a general release and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Payment Agreement. Plaintiffs further agree that they have accepted payment in the sum specified herein as a complete compromise of matters involving disputed issues of fact and law and they assume the risk that the facts or law may be otherwise than they believe. It is understood and agreed by the Parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.

5. Expenses.

In consideration for the payment of the sums set forth in paragraph 2.1 herein to the Plaintiffs, the Plaintiffs agree that the Defendants are released from any obligation for payment of any therapy, hospital, medical or any health or mental health related expenses, whether incurred in the past or present, or to be incurred in the future.

6. Warranty of Capacity to Execute Agreement.

The Plaintiffs represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Payment Agreement except as otherwise set forth herein and that they have the sole right and exclusive authority to execute this Payment Agreement and receive the sum specified in it; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Payment Agreement.

7. Entire Agreement and Successors in Interest.

This Payment Agreement contains the entire agreement between Plaintiffs and Defendants with regard to the matters set forth herein and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

8. Representation of Comprehension of Document.

In entering into this Payment Agreement, Plaintiffs represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice and that the terms of this

Payment Agreement have been completely read and explained to them by their attorneys, and that these terms are fully understood and voluntarily accepted by them.

9. Governing Law.

This Payment Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

10. Additional Documents.

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Payment Agreement.

11. Effectiveness.

This Payment Agreement shall become effective as of due date hereof.

_____ hereby acknowledges that she has read and executed this document at _____, this ____ day of _____, 1994.

Witness

_____ hereby acknowledges that he has read and executed this document at _____, this ____ day of _____, 1994.

Witness

Reverend Michael Kolar hereby acknowledges that he has read and executed this document at _____, Minnesota, this ____ day of _____, 1994.

Witness

Reverend Michael Kolar

The Archdiocese of Saint Paul and Minneapolis hereby acknowledges that its undersigned representative has read and executed this document at _____, Minnesota, this _____ day of _____, 1994.

THE ARCHDIOCESE OF SAINT
PAUL AND MINNEAPOLIS

Witness

By: _____
Its: _____

The Saint Paul Catholic Youth Center hereby acknowledges that its undersigned representative has read and executed this document at _____, Minnesota, this _____ day of _____, 1994.

SAINT PAUL CATHOLIC YOUTH
CENTER

Witness

By: _____
Its: _____

James Kolar hereby acknowledges that its undersigned representative has read and executed this document at _____, Minnesota, this _____ day of _____, 1994.

JAMES KOLAR

Witness

[REDACTED]

June 7, 1994

Most Reverend John R. Roach
Archdiocese of Mpls./ St. Paul
226 Summit Avenue
St. Paul, MN 55102

Dear Archbishop Roach:

[REDACTED] and I would like to request that you meet with us briefly sometime during July 14, 15, or July 23 through 27.

Our purpose in requesting this meeting is to attempt to somehow understand what the Church's position is in relation to what happened to [REDACTED]. We are frustrated by the supposed distinction that is made between the what the Church believes and what its lawyers say. We have not pursued our civil action in appeal with the Supreme court so the litigation has ceased. This is intended only as a pastoral meeting.

This meeting we hope will provide some understanding in our lives and hopefully provide some insight to the Church on the victims perspective of the process. Sr. Paulissa has indicated that you are our Bishop, still, and feels this is an appropriate request that could promote healing for us and understanding for other victims as well. I hope you would have the compassion and courage to help provide some closure to our terrible experience that occurred due to the abuse of from Father Michael Kolar.

Your candidness in the depositions leads us to believe that you have some care for [REDACTED] and that this meeting could be positive for both parties. We understand that this is the month you typically take off, but it is the only time we will be in Minnesota, and only a half hour or so of your time would be necessary.

We hope to hear from you soon with what date would be most suitable for your schedule.

Sincerely,
[REDACTED]

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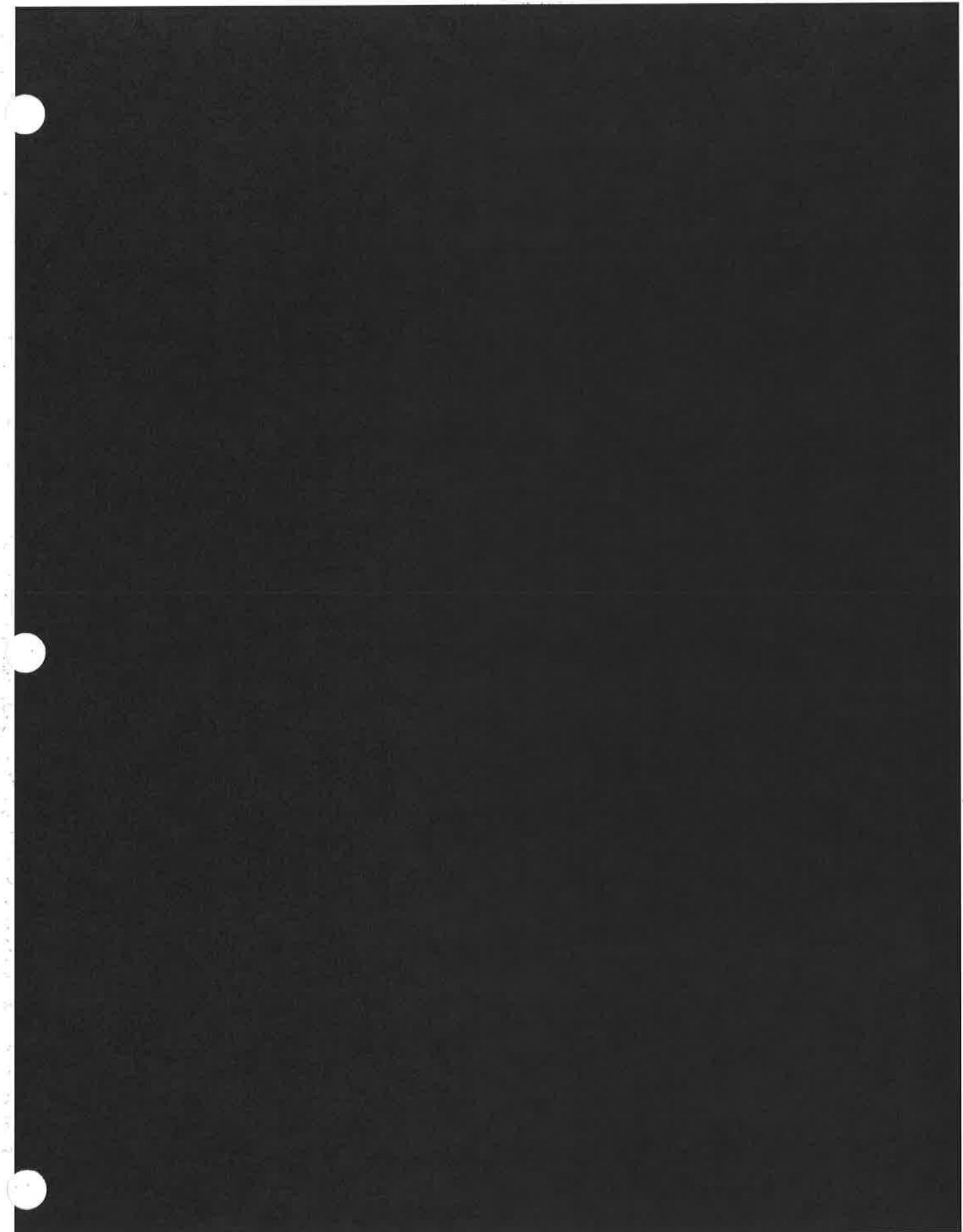
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June 15, 1994

I can meet with you on Thursday, July 14 at 10:00 a.m. in my office. I will have about 45 minutes at that time and will be pleased to hear you.

I do pray that you will both have peace.

Sincerely yours in Christ,


Most Reverend John R. Roach, D.D.
Archbishop of Saint Paul and Minneapolis

am n

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

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WILLIAM C. MEIER
(1920-1981)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(RETIRED)

June 20, 1994

Sheryl W. Harrison, Ph.D, P.C.
Clinical and Counseling Psychology
7373 North Scottsdale Road, Suite C127
Scottsdale, AZ 85253

C
O
P
Y

Dear Dr. Harrison:

In accordance with the itemization sent to me dated April 27, 1994, enclosed please find a check issued by my client, The Archdiocese of Saint Paul and Minneapolis, for therapy expenses for [REDACTED] totaling \$1831.00.

Please be advised that my client will not be making any further reimbursements for such therapy expenses. All further invoices or statements should be sent directly to your patient.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

/s/ ANDREW J. EISENZIMMER

Andrew J. Eisenzimmer

AJE:smr

Enclosure

cc: Mr. William S. Fallon
Jill Flaskamp Halbrooks

Kolan file, please

June 28, 1994

To: Fr. Kevin McDonough, Fax # 290-1629

Fr: Randy Mueller, Community of Christ the Redeemer, Fax # 450-9984

Dear Fr. Kevin:

Enclosed is a copy of the letter I would like to send to the members of the Community, following our phone conversation last week.

I would appreciate it if you would approve the letter, and let me know if you have any changes to suggest.

Thank you for your assistance to us. May God continue to bless you.

June 27, 1994

Dear brothers and sisters:

This letter is a final update on the last remaining lawsuit against Mike Kolar, as a follow up to my March 24, 1994 letter. In March of this year, the Appellate Court upheld the decision of the original judge for the District Court of Hennepin County, who ruled to dismiss the case on the basis of the Statute of Limitations. As you may recall, the Minnesota Court of Appeals allows a certain time period for an appeal. In a recent phone conversation with Fr. Kevin McDonough, I was informed that the time period for an appeal is over, and that no appeal has been made on the case.

The Chancery shared with me that the Archdiocese has offered the plaintiff some additional financial aid, even though that was not required by any of the court's proceedings. The plaintiff has accepted the offer and will most likely use the money for continued counseling needs.

On another note, a few members of the Community have mentioned to me that they would like to attempt some kind of closure in regards to their relationship with Mike Kolar. Now that the legal matters have been settled, it seems possible to work on some kind of closure to this experience in our life, for those who would find that helpful. I am not sure what possibilities exist, but I will begin working on some options. If you would be interested in participating in something of this sort, please give me a call at work (451-6114).

Thank you for your prayers for all those who have been affected by the events that unfolded. Let's continue to pray that God's mercy and grace will bring about the kind of healing and peace needed for all those involved.

In Christ,

Randy Mueller

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
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ALOIS D. KENNEDY, JR.
(RETIRED)

July 27, 1994

C
O
P
Y

Ms. Jill Flaskamp Halbrooks
Attorney at Law
2000 Lincoln Centre
333 South Seventh Street
Minneapolis, MN 55402

Re: ABC and XYZ [REDACTED]

Dear Ms. Halbrooks:

Enclosed is our trust account check in the amount of [REDACTED] payable to your clients [REDACTED]. As you and I discussed you will deliver this check to your clients upon their execution of the Agreement which is enclosed, and its return to me.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

/s/ ANDREW J. EISENZIMMER

Andrew J. Eisenzimmer

AJE:dma

Enclosures

cc: Mr. Daniel A. Haws
✓Mr. William S. Fallon

AGREEMENT

By signing this document, we acknowledge receipt of the amount of [REDACTED]
[REDACTED] from The Archdiocese of Saint Paul and
Minneapolis. We understand that this money is being voluntarily paid to us by The
Archdiocese of Saint Paul and Minneapolis for expected future medical and/or therapy
expenses and we further understand that The Archdiocese of Saint Paul and Minneapolis
has no other obligation or undertaking to make such payments or in that respect. Neither
this payment nor its acceptance constitutes any reflection on the merits of or defenses to the
claims of ABC and XYZ vs. The Archdiocese of St. Paul and Minneapolis, et al., Court File
No. PI 91-004317 and Appellate Court File No. C0-93-2007 which was dismissed by Judge
Daniel Mabley on statute of limitations grounds and affirmed by the Minnesota Court of
Appeals. Any rights of appeal of that decision have now expired. We further represent that
there are no medical, therapy, or attorney's fee lien claims in connection herewith and we
acknowledge that there are no further claims in connection with or in any way arising out
of the events alleged in said case.

Dated: July 27th 1994

[REDACTED]

Dated: July 27th 1994

[REDACTED]

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
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ALOIS D. KENNEDY, JR.
(RETIRED)

July 28, 1994

[REDACTED]

Re: Your patient: [REDACTED]

Dear [REDACTED]:

I have reviewed your statements for therapy for [REDACTED] for June and July 1994. I note that therapy consisted of 16 visits for this two month period of time.

My client, the Archdiocese of Saint Paul and Minneapolis, has been advancing payment for this therapy for three years now. It is my observation that [REDACTED] is seeking therapy as frequently now as she did initially. At this time my client needs to undertake a review of this therapy to determine whether the therapy assistance being provided by it continues to be justified.

In order to conduct a thorough examination of these questions, it will be necessary to get very basic information, data any competent professional ordinarily provides in the course of their practice. That data should include, at a minimum, a formal diagnosis expressed in current DSM terminology. Also, a description of the services rendered expressed in current CPT (Current Procedure Terminology) terminology and numbering. As I am certain you are aware, therapists are required to describe the symptoms presented and connect them to a diagnosis; to describe the real life consequences of the diagnosed disorder; and to present a realistic plan of approach to treating the disorder, increasingly with quite specific methods shown to work in certain disorders. Criteria for knowing when the treatment is over are being requested more and more often and out-come data will soon follow.

In this case, at a minimum, my client would require a diagnosis and the appropriate procedural terminology. The statements presented from you up to this time do not meet these standards. Once you have presented the information outlined above, my client will be in a position to evaluate this matter to determine whether any further therapy assistance

MEIER, KENNEDY & QUINN

should continue to be provided. Certainly my client will reserve the right to have [REDACTED]
evaluated by another therapist if that appears to indicated.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

Andrew J. Eisenzimmer

AJE:dma

cc: [REDACTED]
[REDACTED]

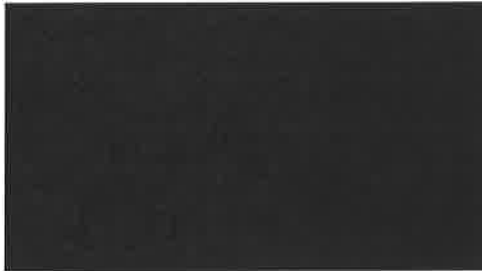
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NOV 16 1994



Andrew J. Eisenzimmer
Suite 2200, North Central Life Tower
445 Minnesota Street
St. Paul, Minnesota 55101-2100

Dear Mr. Eisenzimmer:



Andrew J. Eisenzimmer
Suite 2200, North Central Life Tower
445 Minnesota Street
St. Paul, Minnesota 55101-2100

RE: 

August, 1994

August 2, 1994	Psychotherapy	1 hr	80.00
August 4, 1994	Psychotherapy	1 1/2 hr	120.00
August 8, 1994	Psychotherapy	1 hr	80.00
August 11, 1994	Psychotherapy	1 1/2 hr	120.00
August 16, 1994	Psychotherapy	1 hr	80.00
August 18, 1994	Psychotherapy	1 1/2 hr	120.00
August 22, 1994	Psychotherapy	1 hr	80.00
August 25, 1994	Psychotherapy	1 1/2 hr	120.00
August 30, 1994	Psychotherapy	1 1/2 hr	80.00
Psychiatric Consult		3 hrs	240.00

Total due for August, 1994	\$1120.00
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September 8, 1994	Psychotherapy	1 1/2 hr	120.00
September 13, 1994	Psychotherapy	1	80.00
September 15, 1994	Psychotherapy	1 1/2 hr	120.00
September 22, 1994	Psychotherapy	1 1/2 hr	120.00
September 27, 1994	Psychotherapy	1	80.00
September 29, 1994	Psychotherapy	1 1/2 hr	120.00
Psychiatric Consult		2 hr	160.00

Total due for September, 1994	800.00
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Page 2

October 6, 1994	Psychotherapy	1 1/2 hr	120.00
October 13, 1994	Psychotherapy	1 1/2hr	120.00
October 18, 1994	Psychotherapy	1 hr	80.00
October 20, 1994	Psychotherapy	1 1/2 hr	120.00
October 27, 1994	Psychotherapy	1 1/2 hr	120.00
Psychiatric Consult		1 hr	80.00
Total Due for October, 1994			<hr/> \$640.00

November 1, 1994	Psychotherapy	1 1/2 hr	120.00
November 8, 1994	Psychotherapy	1 1/2hr	120.00
November 10, 1994	Psychotherapy	1 hr	80.00
November 15, 1994	Psychotherapy	1 1/2hr	120.00
November 22, 1994	Psychotherapy	1 1/2hr	120.00
November 29, 1994	Psychotherapy	1 1/2hr	120.00
Psychiatric Consult		1 hr	80.00
Total Due for November, 1994			<hr/> \$760.00

TOTAL DUE AT THIS TIME.....\$3320.00

Thank you very much for your prompt attention to this matter.



MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

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WILLIAM C. MEIER
(1920-1981)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(RETIRED)

December 20, 1994



Kolm

Re: Your Patient: [REDACTED]
Our File No.: 3842.491

Dear Ms. [REDACTED]:

By letter dated July 28, 1994, I wrote to you indicating that my client needed to undertake a review of your therapy with [REDACTED] to determine whether the therapy assistance being provided by my client continues to be justified. I have finally received your undated response together with billings submitted for therapy from August 1994 of \$1120, for therapy from September 1994 for \$800, for therapy from October 1994 for \$640, for therapy from November 1994 for \$760 and for therapy from December 1994 for \$720.

It remains my observation that [REDACTED] is seeking therapy as frequently now as she did initially. In your letter to me you indicate that you have and continue to make efforts to reduce the number of sessions per month with [REDACTED]. You go on, however, to estimate that another year to year and a half of therapy will be necessary before your patient will be able to leave therapy.

In your letter to me, you indicate that [REDACTED] suffers from severe anxiety and depression. You refer to her history of abuse and very difficult relationship issues with her family. It is my understanding that [REDACTED] relates an instance where a priest of this diocese was inappropriate with her. In your letter, however, you refer to a cycle of difficult memories from her childhood and that she was a victim of childhood sexual abuse.

I need further information about matters which you deem to be competent injury producing causes regarding [REDACTED] anxiety and depression. It would appear to me that she is referring to matters in addition to or unrelated to the experience with the priest of this diocese.

I need further information regarding these matters. As it relates to childhood sexual abuse, I need to determine if that is referring to experiences other than with the priest. Regarding

MEIER, KENNEDY & QUINN

[REDACTED]
Page 2

December 20, 1994

Re: Your Patient: [REDACTED]

her Major Depression, I need to determine if that is considered chronic and does it predate her experience with the priest.

Regarding her substance abuse disorder, I also need to determine whether that predates the experience with the priest. And finally, regarding the relationship issues with her family, how does that relate to her current psychological condition.

It is my expectation that you should be able to give me a response within the next two weeks. If no response is forthcoming within that time, I simply will be forced to recommend to my client that it cease further payment of therapy expenses for [REDACTED]

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

/s/ ANDREW J. EISENZIMMER

Andrew J. Eisenzimmer

AJE:dma

bcc: Mr. William S. Fallon w/encl.

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 228-1811
FACSIMILE (612) 223-5483

WILLIAM C. MEIER
(1920-1981)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(RETIRED)

December 20, 1994

[REDACTED]

Re: Your Patient: [REDACTED]
Our File No.: 3842.491

Dear Ms. Holman:

By letter dated July 28, 1994, I wrote to you indicating that my client needed to undertake a review of your therapy with [REDACTED] to determine whether the therapy assistance being provided by my client continues to be justified. I have finally received your undated response together with billings submitted for therapy from August 1994 of \$1120, for therapy from September 1994 for \$800, for therapy from October 1994 for \$640, for therapy from November 1994 for \$760 and for therapy from December 1994 for \$720.

It remains my observation that [REDACTED] is seeking therapy as frequently now as she did initially. In your letter to me you indicate that you have and continue to make efforts to reduce the number of sessions per month with [REDACTED]. You go on, however, to estimate that another year to year and a half of therapy will be necessary before your patient will be able to leave therapy.

In your letter to me, you indicate that [REDACTED] suffers from severe anxiety and depression. You refer to her history of abuse and very difficult relationship issues with her family. It is my understanding that [REDACTED] relates an instance where a priest of this diocese was inappropriate with her. In your letter, however, you refer to a cycle of difficult memories from her childhood and that she was a victim of childhood sexual abuse.

I need further information about matters which you deem to be competent injury producing causes regarding [REDACTED]'s anxiety and depression. It would appear to me that she is referring to matters in addition to or unrelated to the experience with the priest of this diocese.

I need further information regarding these matters. As it relates to childhood sexual abuse, I need to determine if that is referring to experiences other than with the priest. Regarding

MEIER, KENNEDY & QUINN

Ms. Patricia L. Holman

Page 2

December 20, 1994

Re: Your Patient: [REDACTED]

her Major Depression, I need to determine if that is considered chronic and does it predate her experience with the priest.

Regarding her substance abuse disorder, I also need to determine whether that predates the experience with the priest. And finally, regarding the relationship issues with her family, how does that relate to her current psychological condition.

It is my expectation that you should be able to give me a response within the next two weeks. If no response is forthcoming within that time, I simply will be forced to recommend to my client that it cease further payment of therapy expenses for [REDACTED]

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

Andrew J. Eisenzimmer

AJE:dma

bcc: Mr. William S. Fallon w/encl.

Nokomis Psychotherapy Associates
Patricia L. Holman, M. A.
5161 Bloomington Avenue South
Minneapolis, Minnesota 55417

LEAN 04 006

Andrew J. Eisenzimmer
Suite 2200 North Central Life Tower
445 Minnesota Street
Saint Paul, Minnesota 55101-2100

Re: Your File No: [REDACTED]

Dear Mr. Eisenzimmer,

In response to your letter dated December 29, 1994, I am writing to clarify the questions you raised regarding [REDACTED] treatment. First and foremost, as I am sure you are aware, recovery from sexual abuse is a long and unpredictable process. I regret as much as you the fact that [REDACTED] recovery is such a long one.

[REDACTED] does in fact suffer from severe anxiety and depression neither of which predates, to the best of my knowledge the incident with the priest from this diocese. Her family issues have caused and continue to cause her considerable distress, but her experience with the priest has caused her the most trauma by far. The church and her involvement with the [REDACTED] [REDACTED] were her links to safety and security as a youngster. When these areas of particular trust were violated, her world fell apart. It is in fact this abuse which causes her the most pain and creates a reality for her which makes it virtually impossible for her to trust anyone in power, or perceived to be in power.

[REDACTED] continues to improve. Her depression is considered dysthymic which means it has probable been present for many years. However, her episodes of Major Depression have postdated her experience with the priest, and have arisen during therapy regarding that issue. I would have to say that the abuse by the priest is the most traumatizing experience [REDACTED] has ever had to confront because of how deeply it shook her faith and her hold on anything trustworthy in this life.

[REDACTED] substance abuse also postdates her experience with the priest, but she had been treated for this and has had considerable success in being able to deal with sobriety.

I hope this information is helpful in making your determination. Again, I encourage the diocese to continue to support [REDACTED] in therapy for another period of time. Without their continued support, she would have to leave therapy.

Thank you,

A handwritten signature in cursive script, reading "Patricia L. Holman". The signature is written in dark ink and is positioned above the printed name.

Patricia L. Holman, M.A.

1 JAN 04 1995

C
O
P
Y

Andrew J. Eisenzimmer
Suite 2200 North Central Life Tower
445 Minnesota Street
Saint Paul, Minnesota 55101-2100

Re: Your File No: 3842.491

Dear Mr. Eisenzimmer,

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[REDACTED] does in fact suffer from severe anxiety and depression neither of which predates, to the best of my knowledge the incident with the priest from this diocese. Her family issues have caused and continue to cause her considerable distress, but her experience with the priest has caused her the most trauma by far. The church and her involvement with the Catholic Youth Center were her links to safety and security as a youngster. When these areas of particular trust were violated, her world fell apart. It is in fact this abuse which causes her the most pain and creates a reality for her which makes it virtually impossible for her to trust anyone in power, or perceived to be in power.

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I hope this information is helpful in making your determination. Again, I encourage the diocese to continue to support [REDACTED] in therapy for another period of time. Without their continued support, she would have to leave therapy.

Thank you,



RECEIVED FEB 01 1995

Nokomis Psychotherapy Associates
Patricia L. Holman, M.A.
5161 Bloomington Avenue South
Minneapolis, MN 55417
(612) 721-3767

Andrew J. Eisenzimmer
2200 North Central Life Tower
445 Minnesota Street
St. Paul, MN 55101-2100

RE: [REDACTED]

February 7, 1995	Psychotherapy	1 1/2 hr	135.00
February 14, 1995	Psychotherapy	1 1/2 hr	135.00
February 21, 1995	Psychotherapy	1 1/2 hr	135.00
February 28, 1995	Psychotherapy	1 1/2 hr	135.00
Psychiatric Consult for February		1 1/2 hr	135.00
Extra app't for January... 1/26/95		1/2 hr	45.00

Total due for February, 1995 \$720.00

Thank you for your prompt attention to this matter.



Patricia L. Holman, M.A.
cc: Angie Bleef

ARCH-018021

Nokomis Psychotherapy Associates

Patricia L. Holman, M.A.

5161 Bloomington Avenue South MAR 08 1995

Minneapolis, MN 55417

612-721-3767

Andrew J. Eisenzimmer

Suite 2200, North Central Life Tower

445 Minnesota Street

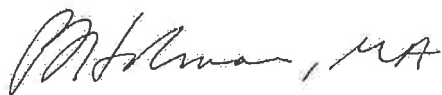
St. Paul, MN 55101-2100

RE: [REDACTED]

March 2, 1995	Psychotherapy	1 1/2 hr	135.00
March 9, 1995	Psychotherapy	1 1/2 hr	135.00
March 16, 1995	Psychotherapy	1 1/2 hr	135.00
March 23, 1995	Psychotherapy	1 1/2 hr	135.00
March 30, 1995	Psychotherapy	1 1/2 hr	135.00
Psychiatric Consult	Two Hours		160.00

Total due for March, 1995 \$835.00

Thank you,



Patricia L. Holman, M.A.

cc: Angie Bleef

HEALTH PSYCHOLOGY CONSULTANTS
John H. Hung, Ph. D., L.C.P.

March 29, 1995

MAR 30 1995

Sent via FAX (223-5483) and by U.S. Mail

Andrew J. Eisenzimmer, Esq.
Meier, Kennedy & Quinn, Chartered
Suite 2200 North Central Life Tower
445 Minnesota Street
St. Paul, MN 55101-2100

Re: Your File No.: 3842.608 ⁴⁹⁹¹

Dear Mr. Eisenzimmer:

Thank you for your inquiry regarding my availability to conduct an Independent Psychological Examination on behalf of you and your client. In reviewing the background information provided in your letter of 3-27-95, it certainly appears appropriate to address your questions (whether therapy is reasonable and necessary, and whether the alleged anxiety and depression is causally related to the claimed victimization by the priest) through an Independent Psychological Examination.

I conduct an average of two such examinations per month, usually at the request of the defense. I try to approach such evaluations objectively, irregardless of the referral party. My findings and opinions are based on information obtained from three sources: (a) medical/psychological records review, (b) clinical interview, and (c) psychological testing. The latter two are conducted on the day of the Independent Psychological Examination, whereas the medical/psychological records review is done prior to the examination. In fact, I require that the records be provided at least 10 business days prior to the scheduled examination (more if the records are voluminous) to allow sufficient time for the records to be thoroughly reviewed.

Prior to commencing the in-person evaluation, the examinee is advised of my role and the purpose of the examination. Specifically, the examinee is advised that they are not my patient, that I do not have a doctor-patient relationship with them, and that I am evaluating them on behalf of a third party to provide an opinion on specific questions. The examinee is advised that the information they disclose to me is not considered confidential, and that they have a right to not answer any questions that make them uncomfortable. The examinee is asked to sign an authorization for information release that permits me to send a written report to you. The examinee is informed that if they would like a copy of my report, they will have to request it from you. If the examinee declines to sign such an authorization, I will not proceed with the examination. You will then be charged for the equivalent of a no-show fee plus the cost of my records review.

Within about ten business days of the in-person evaluation, I will submit to you a written report. This is a detailed report that ranges from 10-20 pages. The report will include the following information: reason for examination, test procedures administered, sources of information (listing of records reviewed), relevant background history, history of present complaints, past medical and psychiatric history, history of professional treatment, family and psychosocial history, current level of psychological (intellectual, personality and behavioral) functioning, behavioral observations (including mental status examination), results of psychological testing, and my findings (diagnoses....etc.) and opinions (answers to your questions). If I am unable to answer a question within a reasonable degree of psychological certainty, I will so state.

Please note that I view the role of an Independent Psychological Examiner as different from that of a Case Preparation Consultant. The latter is more partisan whereas the former is a more limited role that is primarily concerned with offering a professional opinion on specific questions, based on an objective review of information provided. Subsequent to the Independent Psychological Examination, my involvement in the case would be limited to addressing additional questions and/or reviewing additional information that may be submitted by you, and provision of legal testimony should that become necessary.


If you decide to proceed with an Independent Psychological Examination, please contact my assistant Mary Rigney at 920-5557 to schedule such. There is usually a five to seven week wait, and at this time my first available opening is in late May. You will receive a written confirmation of the appointment. We expect your office to notify the examinee of the appointment date, time, and location. The examinee should allow for at least four hours for the in-person evaluation. We require a letter from you indicating that the examinee has been scheduled for an Independent Psychological Examination at your request. At least ten business days before the in-person evaluation, we require that medical/psychological records be received at my office for review, along with a list of questions that you would like addressed in my report. (Organizing the records chronologically or by source is helpful, but it is not necessary for you to provide a synopsis of the records since I will be reviewing every page.)

The cost of the Independent Psychological Examination is \$1000 which includes review of up to 100 pages of records, the interview and history-taking, psychological testing, and report preparation. If the records exceed 100 pages, there is an additional charge of \$100 for all or part of each additional 50 pages. There is no charge for an appointment cancelled prior to records review. Cancellation after records review will result in a charge for the time spent on records review. Cancellation with less than five business days notice, or a no-show by the examinee, will be charged an additional cancellation/no-show fee of \$250. Follow-up consultation after the Independent Psychological Examination is charged at the rate of \$200 per hour. If testimony is required, depositions and courtroom appearances are charged at the rate of \$250 per hour, with a two-hour minimum.

I hope that the above information is helpful. A copy of my brief C.V. is enclosed. Please note that in addition to my expertise in stress and disability evaluation and treatment, I also have a strong interest in professional boundaries and serve as a consultant to the Minnesota Board of Medical Practice and the Board of Psychology on working with licensees charged with professional misconduct involving boundaries violations. In my private practice I also work with victims of harrassment and sexual exploitation.

I appreciate your interest in my work, and look forward to the opportunity of working with you. Please let me know if you have any questions about this letter.

Sincerely,

A handwritten signature in dark ink, appearing to read "John H. Hung", written over a horizontal line.

John H. Hung, Ph.D., L.P.

JHH/tim

enclosure: Brief C.V.

John H. Hung, Ph.D., L.P.
Health Psychology Consultants
3400 West 66th St., Suite 200
Edina, MN 55435
(612) 920-5557

Areas of expertise: Chronic pain, disability evaluation, disaster response/critical incident stress debriefing, fitness-for-duty examination, occupational stress, professional boundaries, workplace violence.

Education: Ph.D. (Clinical Psychology), University of Memphis, 1979
M.S. (Social Psychology), Kansas State University, 1975
B.S. (Psychology), University of Wisconsin, 1973

Licensure: Licensed Consulting Psychologist, State of Minnesota since 1982

Professional Activities: Health Psychology Consultants (Senior partner)
Airport Medical Clinic (Consultant)
Minnesota Board of Medical Practice (Consultant)
Northwest Airlines (Consultant)
St. Joseph's Hospital (Consultant)
United States Post Office (Consultant)
University of Minnesota (Clinical Assistant Professor of Family Practice and Public Health)

Professional Memberships: American Psychological Association

Testimony Experience: 12 depositions and 4 courtroom appearances
(% Plaintiff/Defense: 40/60)

Services Available: Case Preparation Consultant
Expert Witness
Fitness-for-Duty Examinations
Independent Psychological Examinations
Organizational Consultation
Psychological Counseling
Training Programs and Workshops

March 31, 1995

STRICTLY CONFIDENTIAL

MEMO TO: Archbishop Flynn, Father McDonough

FROM: Archbishop Roach

I had a long telephone conversation with Michael Kolar on March 30, 1995.

Mike has gotten his degree in Public Administration and has done some work in it and he isn't at all satisfied with it.

He really wants to get back into doing something in the Church. He has received a dispensation and has married within the Church. He married a Ukrainian Catholic and the marriage was in the Ukrainian Church.

What he's talking about now is trying to apply his talents to the kinds of things that he used to do very well. He would like to think about doing some work with parish missions, working in adult education and spirituality in parishes, etc. It's the kind of thing he was superb at.

I told him very honestly that it's my impression that there is still a lot of anger out there, at least among some people, and that there is a little group of people who have associated themselves with what they regard as a cop-out on the [REDACTED] situation because of the Statute of Limitations.

I also told him that I'm not sure what the attitude of the Presbytery is toward him. There certainly was anger when he left.

He is, I believe, very sincere in saying he does not want to embarrass the Church, but he does want to pursue the possibility of his doing some form of ministry within the Church.

I suggested to him that I thought he ought to sit down with Father McDonough and Archbishop Flynn, if Archbishop Flynn wants to be a part of that, and I'd be glad to be a part of it, and really talk this through. He would be prepared to write a letter of apology to the Presbytery or whatever else it might take to address the question.

He had a meeting last Monday night with the CYC people and that coalition. It went extremely well. Dick Rice facilitated it and apparently it was a great success.

I'm going to ask Father McDonough to brief Archbishop Flynn thoroughly on the Kolar situation. Then I'm going to ask Father McDonough to call Kolar within the next couple of weeks and try to set up some kind of process whereby we can pursue this further.

I do not want to pre-judge this, but I believe we must operate with extraordinary caution in this case. I'd be glad to have the three of us get together briefly to talk about this if you have some wonderment about my suggestion.

Kolar's telephone number is 774-0394.

c m h

Kolar file, please
set up notes for
Abp Flynn

March 31, 1995

STRICTLY CONFIDENTIAL

MEMO TO: Archbishop Flynn, Father McDonough

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NO
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Kolar's telephone number is [REDACTED]

MEIER, KENNEDY & QUINN

CHARTERED
ATTORNEYS AT LAW

ANDREW J. EISENZIMMER
LEO H. DEHLER
THOMAS B. WIESER
JOHN C. GUNDERSON
CHARLES M. BICHLER

SUITE 2200, NORTH CENTRAL LIFE TOWER
445 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101-2100
TELEPHONE (612) 228-1911
FACSIMILE (612) 223-5483

WILLIAM C. MEIER
(1920-1991)
TIMOTHY P. QUINN
(1921-1991)
ALOIS D. KENNEDY, JR.
(RETIRED)

April 13, 1995

C
O
P
Y

In July 1994, I wrote to you indicating that my client, The Archdiocese of Saint Paul and Minneapolis, was going to review matters pertaining to [REDACTED] to determine whether it would continue to provide therapy assistance to her. I received a response from you in November 1994. I wrote you again seeking further information in December 1994; and I received a further response from you in January 1995.

As I understand it, [REDACTED] experienced a single episode of inappropriate conduct by Father Michael Kolar, d [REDACTED] I am not certain when this episode occurred but it was apparently at [REDACTED]

Since contacting the Archdiocese in 1991, [REDACTED] has been provided with over \$36,000.00 in therapy payments. By your recent statements, it appears that she continues to see you, and my client is charged for one and one-half hours on a weekly basis, with my client also being charged for a one and one-half or two hour psychiatric consult each month.

After providing for therapy for nearly four years, my client has now concluded that further therapy assistance will be withdrawn after June 30, 1995. This should give you sufficient time to work with [REDACTED] to prepare her for the termination of such assistance. Between now and June 30, 1995, my client will continue to provide reasonable and necessary therapy expense reimbursement for expenses incurred in the diagnosis, cure, mitigation, treatment or prevention of mental health injury or condition of [REDACTED] related to her experiences with Father Kolar.

MEIER, KENNEDY & QUINN

Page 2

April 13, 1995

Re: [REDACTED]

I am enclosing an additional copy of this letter for you to provide to [REDACTED] since I do not have an address for her. If you or [REDACTED] have any questions or comments or wish to discuss this matter further, you may contact me.

Thank you.

Best regards,

MEIER, KENNEDY & QUINN, CHARTERED

/s/ ANDREW J. EISENZIMMER

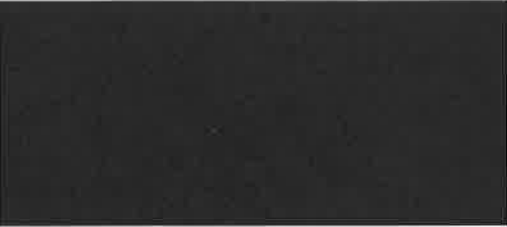
Andrew J. Eisenzimmer

AJE:dma

cc: [REDACTED]

bcc: Mr. William S. Fallon

Kolar
For your file



Andrew J. Eisenzimmer
Suite 2200, North Central Life Tower
445 Minnesota Street
St. Paul, MN 55101-2100

Dear Mr. Eisenzimmer,


This note is to acknowledge receipt of your letter on behalf of the Archdiocese regarding payment for [REDACTED]. It saddens me to know that the Church has decided to stop covering the expense for [REDACTED] treatment as she is not finished and it is difficult to estimate exactly when she will be.

[REDACTED] continues to make good progress in her therapy and certainly the Church's involvement in that end is appreciated. The abuse [REDACTED] allegedly sustained at the hands of the Priest goes far deeper than "fondling her breasts", however, it is hard to describe how these actions affect a young girl, especially when the same kinds of abuse are happening to others around her also in his care.

I will continue to work with [REDACTED] even though she is unable to pay for therapy herself. I believe she is well on her way and stopping therapy at this time would only set her recovery going on a backward path.

I will submit a bill for June and that will be the last statement you will receive from me unless I hear otherwise from you or the Archdiocese. I originally asked if the Church would be willing to continue payment through 1995, but if that is impossible, so be it.

Thank you very much.



STRICTLY CONFIDENTIAL

May 1, 1995

MEMO TO: Archbishop Roach
FROM: Father Kevin McDonough
SUBJECT: MICHAEL KOLAR

Archbishop, I had an opportunity to brief Archbishop Flynn about Michael Kolar as you had requested in your memo of March 31. That briefing took place on April 28. The conclusion of our conversation was that neither Archbishop Flynn nor myself would be very supportive of seeing Kolar returning to any kind of a preaching ministry. That is so for two reasons. First, and perhaps less sensitive, is the fact that his dispensation from priestly obligations would probably forbid it. Second, and more importantly, even if he were permitted on canonical grounds to do so we believe that there would be the possibility of real pastoral damage. Although there has been some healing in the [REDACTED] we know that there are two people who have left that community for every one that remains. The distrust and loss of credibility around Kolar are still very strong, and we would recommend against having that come down on the Archdiocese.

You may feel that we should be more open to some possibility of a lay ministry for him. If so, please let me know. Otherwise, I would be happy to call Michael and tell him that we simply do not see it as a possibility for him to be engaged in the kind of ministry he is seeking right now.

KMM:md

STRICTLY CONFIDENTIAL

May 1, 1995

MEMO TO: Archbishop Roach
FROM: Father Kevin McDonough
SUBJECT: MICHAEL KOLAR

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KMM:md

Kolar
Archives

Kolar file,
please

May 3, 1995

MEMO TO: Father McDonough

FROM: Archbishop Roach

I would ask Mike Kolar to write out what he sees as his role in some form of lay ministry. Then I think we ought to react specifically to that. If it is conducting retreats, etc., I certainly am going to say no. If it is something else, we may want to consider it, but the initiative ought to be his.

WR

May 3, 1995

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FROM: Archbishop Roach

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cmh

[REDACTED]

MAY 6 8 1995

C Andrew JI Eisenzimmer
Suite 2200, North Central Life Tower
445 Minnesota Street
O St. Paul, MN 55101-2100

P Dear Mr. Eisenzimmer,

Y This note is to acknowledge receipt of your letter on behalf of the Archdiocese regarding payment for [REDACTED]. It saddens me to know that the Church has decided to stop covering the expense for [REDACTED] treatment as she is not finished and it is difficult to estimate exactly when she will be.

[REDACTED] continues to make good progress in her therapy and certainly the Church's involvement in that end is appreciated. The abuse [REDACTED] allegedly sustained at the hands of the Priest goes far deeper than "fondling her breasts", however, it is hard to describe how these actions affect a young girl, especially when the same kinds of abuse are happening to others around her also in his care.

I will continue to work with [REDACTED] even though she is unable to pay for therapy herself. I believe she is well on her way and stopping therapy at this time would only set her recovery going on a backward path.

I will submit a bill for June and that will be the last statement you will receive from me unless I hear otherwise from you or the Archdiocese. I originally asked if the Church would be willing to continue payment through 1995, but if that is impossible, so be it.

Thank you very much
[REDACTED]

cc: Angie Bleef

STRICTLY CONFIDENTIAL

August 18, 1995

MEMO TO: Archbishop Roach and Archbishop Flynn
FROM: Father Kevin McDonough
SUBJECT: MICHAEL KOLAR

I had a difficult meeting on Thursday, August 17, with Michael Kolar. A good part of the difficulty was my fault, since it had been my responsibility since early June to be in contact with him and explain our thinking in his regard. He was deeply bothered by the delay, and rightfully so.

Furthermore, he had some personal questions that he wanted to process with me from several years ago. We did so, and I think moved through them.

There were three main Archdiocesan issues that he wanted to talk about. The first was the question of his doing some sort of retreat and bible study ministry in the Archdiocese. I told him that Archbishop Roach had asked Archbishop Flynn and myself to reflect on this and that our advice, accepted by Archbishop Roach, was that it would cause unnecessary pain to perhaps hundreds of people whose past involvement with Michael Kolar and the Community of Christ the Redeemer remains unresolved if he were to be engaged in some form of Church ministry. Therefore, even though his indult of laicization does not explicitly forbid his doing parish renewals or teaching bible studies, it is the position of the Archdiocese that for him to do so would be imprudent and we would advise any pastor against inviting him to do so. This angers Mike Kolar deeply. He is having a difficult time finding work and he believes that God is calling him to this sort of ministry. I reminded him that, in the Roman Catholic tradition, the bishop is an integral part of any discernment about public ministry.

I believe that Michael thinks that I have poisoned the well for him with the two Archbishops. I urged him to contact Archbishop Roach separately if he wished to do so. I also would like to suggest that the two of you might discuss this matter without me around so that any prejudices I have acquired over a number of years now of dealing with the people he has hurt would not affect that conversation.

Archbishop Roach and Archbishop Flynn
Page 2
August 18, 1995

The second issue he raised was about his legal bill. We loaned him approximately \$118,000 to pay Ted Collins during the entire legal process. Kolar told me that he is aware that Joe Wajda is not making any repayment to the Archdiocese (I have not confirmed that yet) and that this is because Wajda himself was originally abused by a priest. Kolar believes that the fact that Monsignor Boxleitner was inappropriate with him on one occasion entitles him to similar consideration. I need your direction in this regard. I am attaching copies of the documents he gave me. I need to respond to him fairly soon about this.

Third and finally, he was very animated in his belief that we have covered up Boxleitner's involvement in all of this. He showed me two newspaper photographs from the 125th anniversary of Catholic Charities that show Boxleitner with his arm around kids. I pointed out that these are, of course, posed photos as part of an anniversary publicity package, but this did not seem to impress him. He is concerned that Boxleitner is still living in the house on the campus of St. Joseph's Home and that Boxleitner apparently is still working at Lino Lakes. I told him that Michael O'Connell had investigated both of these situations and believed that Boxleitner was in no way involved with the young people at St. Joseph's Home and that he was only saying Mass at Lino Lakes. Once again, this did not allay Kolar's concern. He asked why we had done no public disclosure about Boxleitner's wrongdoing when he himself had been submitted to a good deal of disclosure. I told him that I had pressed for that at one time, that we had considered it, and that we had decided that that was not necessary at this time.

He told me that he took Boxleitner out to lunch last fall or spring and talked to him about what Boxleitner's impact had been on him. It became apparent to him, Mike told me, that Boxleitner "did not get it". He is very concerned about Boxleitner's safety in his current living and working situation. He said that, unless Boxleitner's work at Lino Lakes is terminated and his living situation changed by November 1, he will personally picket in front of St. Joseph's Home.

Archbishop Roach and Archbishop Flynn
Page 3
August 18, 1995

As you can see, this was a very difficult meeting indeed. I did not realize that there was as much bad feeling about me on Mike's part as there was, although I may simply be a symbol of all of the pain he has gone through in the last several years. We ought to talk about whether someone else should be dealing with him, as well as the other issues raised in this memorandum.

KMM:md

cc: Bill Fallon

Att.

NR01AR

ARCH-018790



STRICTLY CONFIDENTIAL

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Archbishop Roach and Archbishop Flynn
Page 3
August 18, 1995

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KMM:md

cc: Bill Fallon

Att.



file

6 September 1995

Michael Kolar
1186 E. Ivy
Saint Paul, MN 55106

Dear Michael,

Our conversation of a couple of weeks ago was a good one, even if difficult. Thank you for your straightforwardness. I suspect that we may someday have to take another run at the issues between you and me, and I am willing to do so.

More important at this time are the two questions you raised about the legal bill and the Boxleitner-related issues. Archbishop Roach and Flynn asked me to talk with them about the meeting you and I had. They would like to have you sit down with Archbishop Roach soon to discuss those questions. If you are willing to do so, could you call Mert Lassonde at 291-4408 to set up a time?

By the time you receive this letter, you probably will have heard that Archbishop Roach's retirement has been accepted by the Holy See. When the Archbishops agreed that Archbishop Roach would visit with you, they were already aware of that fact. I think you can count on their acting in unity in regard to whatever you and Archbishop Roach may discuss.

Please give Mert a call. Once again, thank you for making sure that our conversation happened.

Sincerely yours in Christ,

Reverend Kevin M. McDonough
Vicar General
Moderator of the Curia

KMM:jd

cc: Archbishops Roach and Flynn

6 September 1995

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Saint Paul, MN 55106

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cc: Archbishops Roach and Flynn

6 September 1995

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1186 E. Ivy
Saint Paul, MN 55106

- hold for meeting -

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KMM:jd

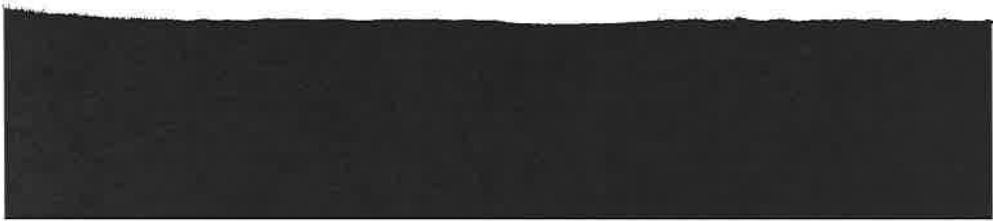
cc: Archbishops Roach and Flynn

See box
1 for more
of Kolar

Newest

KOLAR, MICHA G.
(2)

1992- >14



DATE: September 21, 1995
MEMO TO: The File of Michael Kolar
FROM: Archbishop Roach
RE: Meeting of September 19, 1995

CONFIDENTIAL

I met with Michael Kolar on September 19, 1995. He had met with Father Kevin McDonough previously and these were the issues which had upset him. He had talked to me almost a year and one-half ago about the possibility of his doing some missions in the Archdiocese. I had indicated to him that I thought that was unlikely, but that we would think about it and get back to him and that I would have Father McDonough call him. He says that he discovered that we had not approved this 21 weeks later when he had contracted to give a mission in Fr. Ralph Huar's parish and Father Huar called to tell him that we had said no.

He has been unemployed for two years. His degree is in Community Organization and he did 47 interviews but in each instance when they discovered that he had been in treatment and for the reason, he had no job openings. He said that he understands why we made the decision we did on this and I think he is probably telling the truth.

He then went into the whole Boxleitner thing. He quotes Gil Gustafson as saying that he thinks that Boxleitner is a genuine threat and that Gustafson cannot understand why we have not put Boxleitner through exactly the same thing as that we put him through, Kolar through, Ken LaVan, etc. He had lunch with Boxleitner a little over a year ago and when he tried to tell Boxleitner the degree to which Boxleitner had hurt him with his abuse, he felt that Boxleitner was in a total state of denial. I told Kolar that I thought that he could indeed embarrass us and embarrass Boxleitner and I suppose himself by going public on this, but I felt that it would do no one any good and out of some love for Church, he simply should not even entertain that. I don't know that I convinced him but he seemed impressed.

He then wanted to talk about the legal fee. His argument is that we excused Joe Wajda from repayment of legal fees because Wajda had been abused by a priest. That much is true. He feels by the same token that he should be excused because he sees a cause and effect relationship between his own subsequent behavior and his traumatic episode with Boxleitner. I would be pleased to discuss this with Archbishop Flynn, but I do think that we need to face that question.

Page 2
Michael Kolar
September 21, 1995

Our final portion of the conversation was perhaps helpful. I asked him what he thought he would be good at doing other than preaching missions which we won't allow. He says that the only thing about which he could become totally enthusiastic would be something in the area of charities or assistance to people. I think that we ought to take a careful look at whether or not we can stimulate a position for him in something like CommonBond or perhaps even assist him with Lutheran Brotherhood. I suppose it would be difficult to put him at Catholic Charities because of his relationship with Boxleitner, even though Catholic Charities is a very large organization and there might be a position in which he would have little accountability to Boxleitner and it might work. His eyes light up when he talks about work in charities and I have a feeling that he would be good at it. It's the kind of thing he has always done well.

I would like to suggest a meeting of Archbishop Flynn, Father McDonough, Bill Fallon and myself to review all this. I will assume that Archbishop Flynn would convene that meeting, but I think it is a meeting which needs to be held. I promised Kolar that we would get back to him about the legal fee question and about the possible assistance with employment. His telephone number is 772-3550.

cc: Archbishop Flynn
Father McDonough

COPY

December 13, 1995

[REDACTED]

Per our phone conversation of this morning, enclosed is a listing of your therapy expenses with [REDACTED] which were paid by the Archdiocese.

If you have any questions on this, please call me at 291-4492 or Bill Fallon, our Chancellor at 291-4405.

Wishing you the blessings of Christmas, and a happy New Year!

Sincerely,

Angie Blees, Administrative Assistant
Administration and Financial Services

cc: Bill Fallon ✓

[REDACTED]

ARCH-018009

BILLINGS PAID ON BEHALF OF

DATE OF CHECK	AMOUNT	PERIOD OF TIME
6/13/95	\$ 1,245	6/1/95 - 6/29/95
5/19/95	940	4/28/95 - 5/30/95
4/24/95	740	4/4/95 - 4/25/95
3/13/95	835	3/2/95 - 3/30/95
2/6/95	720	2/7/95 - 2/28/95
1/6/95	835	1/2/95 - 1/30/95
12/13/94	720	12/1/94 - 12/29/94
11/29/94	3,320	8/2/94 - 11/29/94
7/18/94	1,200	7/7/94 - 7/28/94
5/13/94	2,200	4/5/94 - 5/31/94 *
4/27/94	1,040	4/5/94 - 4/28/94 * <i>double pd?</i>
3/18/94	1,320	3/1/94 - 3/31/94
2/4/94	1,040	2/1/94 - 2/24/94
1/4/94	1,130	1/4/94 - 1/30/94
12/29/93	1,155	12/2/93 - 12/30/93
11/29/93	1,085	11/2/93 - 11/30/93
10/20/93	840	10/5/93 - 10/28/93
10/7/93	1,120	9/2/93 - 9/30/93
8/25/93	945	8/3/93 - 8/31/93
8/11/93	910	7/1/93 - 7/29/93
6/29/93	980	6/3/93 - 6/29/93
5/26/93	945	5/4/93 - 5/31/93
4/27/93	915	4/1/93 - 4/29/93
3/18/93	1,120	2/18/93 & 3/2/93 - 3/30/93
2/22/93	770	2/2/93 - 2/25/93
12/15/92	1,925	12/1/92 - 1/28/93
12/1/92	945	11/3/92 - 11/24/92
10/15/92	1,015	10/1/92 - 10/29/92
9/29/92	1,050	9/1/92 - 9/29/92
8/12/92	815	7/7/92 & 7/28/92 - 8/27/92
7/29/92	830	7/2/92 - 7/14/92
6/15/92	805	6/2/92 - 6/30/92
5/7/92	725	5/5/92 - 5/28/92
4/29/92	840	3/11/92 & 4/2/92 - 4/30/92
3/25/92	865	3/3/92 - 3/31/92
2/5/92	700	2/4/92 - 2/27/92
2/5/92	770	1/2/92 - 1/30/92
1/8/92	793	12/3/91 - 12/27/91
11/6/91	1,260	11/5/91 - 11/28/91
9/19/91	3,470	11/8/90 - 9/26/91
<u>TOTAL</u>	\$44,878	

her file or that
of Michael Kolan please
- archives
↓
restricted

April 27, 2002

United States Conference of Catholic Bishops
3211 4th Street, Northeast
Washington, DC 20017-1194

Dear Sirs:

I don't have at my immediate disposal, a pulpit, or the media resources you do, but I nevertheless feel that I must respond to your publicly issued statement following your meetings in Rome. (The Catholic Spirit, Vol. 7, No. 17, April 25, 2002, page 2)

How bittersweet your Easter reference to the Good Shepherd must seem to any victim/survivor who reads your statement! I know it is for me. It reminds me of my early youth, when innocence was untarnished, and my prayers were simple. I believed that the Good Shepherd heard my voice and smiled on one so filled with zeal!

You raise the question of 'voice'. It is appropriate that you wonder if yours have become the voices of strangers. Every victim has asked similar questions as they grapple with the aftermath of some very unshepherd-like events. Our question of 'voice' has been, "Have ours been silenced forever, and if they have not, who will hear?"

I call no human 'shepherd, I call no human my 'pastor.' That would imply that I have a minute desire left within me to be led. I do not! I would rather put on my snowshoes and trudge on alone through a freshly fallen bed of new possibilities, than to allow myself to be subordinated to the position of 'lamb to the slaughter' again. Any shepherd of mine would have stood in harm's way during the recent summit in Rome, and not allowed the whining about the good priests being victims to become so loud as to overshadow the condolences that are owed to those abused.

There are children without parents because the voice of The Good Shepherd was inaudible over the voice of despair! There are parents without children because the echoes of a stranger's voice drowned out an alternative to concealing grief. There are spouses without their mates because there was not even a whisper to replace the voice of evil that reverberated in their souls.

I read, with interest, about your concerns to selvedge your dignity and your trust. If it takes your church over forty years to recover from the scandal, then you will begin to understand the unnecessarily arduous journey that some of your 'shepherds' have caused for their sheep.

Concerns have been raised about the financial stability of your church in the aftermath of this current wave of scandals. Perhaps you can begin to understand the hardships that victims and their families must endure when one cannot work because the trauma of your 'shepherdly' abuse becomes so debilitating as to lead to unemployment, or when the insurance coverage ends due to the suicide of one of your sheep.

No shepherd of mine would have made a statement like the one made by Cardinal George, comparing the 'abuses of a 'moral monster' to someone who engages in an action with a 17- or 16- year old young woman who returns his affection. " (The Catholic Spirit, Vol. 7, No. 17, April 25, 2002, page 24) What kind of shepherd would think either one appropriate and try to shuffle one evil under the rug on which the other one stands? What kind of a moral leader thinks that a 17- or 16-year old has the intellectual or emotional maturity to return any affection of one in a position of supposed spiritual authority? No shepherd of mine.

No shepherd of mine would state that an issue yet to be decided is whether a "policy of "one-strike-and-you're out for priests found guilty of abuse should be retroactive to current parish priests." (Archbishop Harry Flynn, St. Paul Pioneer Press, Saturday, April 27, 2002, page 7A) I thought we had no known offenders currently serving in Minnesota, so what would it matter if the policy was retroactive? A shepherd of mine would stand in harm's way to get them the bloody heck out!

Easter has come and gone. Your summit in Rome is history as well. While the smokescreen from your Lenten incense has cleared, I wonder how long the smokescreen from your lies, your cover-ups, and your indifference will last.

The gate is open and some of the lambs have wondered off to find the verdant pasture we believed was ours. If you really want to be the shepherds you think you are, call them out! Call out all the lambs by name. Let them come on their own terms, not yours. It is their pain, not yours. It is my pain too.

In Christ





Rev. Kevin Mc Donough
226 Summit Avenue
St. Paul, MN 55102

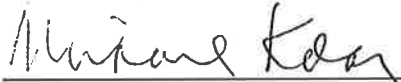
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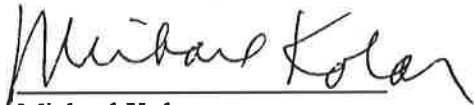
ARCHDIOCESE
OF
SAINT PAUL &
MINNEAPOLIS

OFFICE OF ARCHIVES AND RECORDS MANAGEMENT

I, Michael Kolar, will review my personnel file at the chancery on February 25, 2014. I agree not to add to the file, remove anything from the file, make marks of any sort on or in the file, or to photocopy documents without written permission. I agree that this review process will be supervised by chancery personnel.


Michael Kolar

I returned the file and did not add remove or alter any of its contents or photocopy documents without written permission.


Michael Kolar


Chancery Staff Signature