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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:
THE ROMAN CATHOLIC DIOCESE OF
ROCKVILLE CENTRE, NEW YORK,
Debtor.

Chapter 11
Case No. 20-12345 (SCC)

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS' (A) OBJECTION TO THE MOTION OF THE DEBTOR FOR AN
ORDER ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM
AND GRANTING RELATED RELIEF AND
(B) RESPONSE TO LMI'S RESPONSE TO THE MOTION**

The Official Committee of Unsecured Creditors (the “**Committee**”) of The Roman Catholic Diocese of Rockville Centre, New York (the “**Diocese**” or the “**Debtor**”) in the above-captioned case (the “**Case**”) under chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”), by and through its undersigned proposed counsel, hereby objects (the “**Objection**”) to the *Motion of the Debtor for an Order Establishing Deadlines for Filing Proofs of Claim and Granting Related Relief* [Docket No. 174] (the “**Motion**”) and responds (the “**Response**”) to *LMI’s Response to the Motion* [Docket No. 199] (the “**LMI Response**”)¹.

In support of this Objection, the Committee submits concurrently herewith the following: (i) the Declaration of Jon R. Conte, Ph.D. (the “**Conte Decl.**”); (ii) the Declaration of Shannon R. Wheatman, Ph.D. (the “**Wheatman Decl.**”); and (iii) the Declaration of Karen B. Dine, Esq. (the “**Dine Decl.**”); and respectfully represents as follows:

PRELIMINARY STATEMENT

1. The Committee objects to the Motion because it (a) requests a Bar Date that falls almost six months before the expiration of the window to file claims for sexual abuse established by the New York legislature in the Child Victims Act (the “**CVA**”) and (b) proposes a wholly inadequate noticing program for the Bar Date.

2. Sexual abuse survivors’ claims are vastly different from claims held by commercial creditors or other claimants asserting tort claims in chapter 11 cases. The nature of the abuse and societal and personal stigmas associated with sexual acts make disclosure of abuse – even in a confidential setting – difficult for abuse survivors. As such, a deadline to file sexual abuse claims must provide reasonable time for survivors to process their abuse in a manner that allows them to disclose the details of the claim. The sixty days proposed by the Diocese is

¹ LMI was also joined in its objection by Interstate Fire & Casualty Company. See *Interstate Fire & Casualty Company’s Joinder in LMI’S Response* [Docket No. 200].

wholly inadequate. Moreover, in this case, the New York State legislature and Governor have already determined that August 14, 2021 is the appropriate deadline for child abuse survivors to assert claims against the Diocese.² See CPLR 214-g. There is no reason for this Court to curtail the will of the legislature and shorten the CVA window that has given survivors hope for justice after decades of waiting. The Diocese had the benefit of a protective statute of limitations from its founding until August 14, 2019. It should not be permitted to deny any survivors the full extent of the limited window opened by New York.

3. The notice program proposed by the Debtor (the “**Debtor’s Notice Program**”) is wholly inadequate for reaching claimants. The Debtor’s Notice Program does not reach an adequate number of abuse survivors, does not properly cue recall for abuse survivors and does not provide enough opportunities to see the notice. In addition, the notice of the abuse claim deadline (the “**Abuse Bar Date Notice**”) should be specifically tailored to potential survivor claimants and should not be part of an omnibus notice to all creditors. Moreover, the requirement that abuse claimants file both a general claim form and an abuse claim form is unnecessary, burdensome and creates risks to the confidentiality of claims filed by sexual abuse survivors.

4. Finally, the question that LMI seeks to impose in the LMI’s Response is a wholly inappropriate addition to the claim form. That question, in effect, would alter the claim allowance procedure by requiring creditors to provide extensive information as a precondition to

² Although originally the CVA window was a one-year period ending on August 14, 2020, the COVID-19 public-health emergency arose during that one-year period. In response to that public health emergency, on August 3, 2020, Governor Cuomo signed S7082; thereby amending CPLR 214-g to create a two-year window in which to file CVA claims. 2020 Sess. Law News of N.Y. Ch. 130, §1; see *Governor Cuomo Signs Legislation Extending Look Back Window for Child Victims Act*, Governor Andrew M. Cuomo (Aug. 3, 2020) <https://www.governor.ny.gov/news/governor-cuomo-signs-legislation-extending-look-back-window-child-victims-act>. When he signed the bill extending the window for another year, Governor Cuomo explained, “The Child Victims Act brought a long-needed pathway to justice for people who were abused, and helps right wrongs that went unacknowledged and unpunished for far too long and we cannot let this pandemic limit the ability for survivors to have their day in court.” *Id.*

having their claims deemed properly filed under Bankruptcy Rule 3001. This is an inappropriate abrogation of the Bankruptcy Rules.

OBJECTION

A. The Bar Date Should Be August 14, 2021

5. The Court should set a bar date of August 14, 2021, which is coterminous with the “window” to file claims pursuant to the CVA.

6. New York has made it clear that survivors of child sexual abuse should be given until August 14, 2021 to file a claim regarding their abuse. CPLR 214-g. Thus, the Committee seeks to ensure that the will of the people of the State of New York (as enacted by its Legislature and Governor) is implemented, and to ensure that the abuse survivors with claims against the Diocese are, from a statute of limitations perspective, treated equally with all other New York abuse survivors.

7. Sexual abuse survivors have been inundated with a well-publicized extended CVA deadline of August 14, 2021, and are likely relying on that date as a milestone to prepare themselves emotionally for filing a claim against the Diocese.³ Imposing an earlier deadline also threatens survivors’ ability to disclose their abuse to family members in a time and manner of their choosing, and would serve to take away control over their own stories. Loss of control is a

³ See, e.g., *New York Gov. Cuomo Announces Extension of ‘Look Back’ Window for Filing Under Child Victims Act*, Law.com (May 8, 2020), <https://www.law.com/newyorklawjournal/2020/05/08/ny-gov-cuomo-accounces-extension-of-look-back-window-for-filing-under-child-victims-act>; Rob Abruzzese, *Child Victims Act gets one-year extension, giving child sex abuse survivors more time to sue*, Brooklyn Daily Eagle (Aug. 4, 2020) <https://brooklyneagle.com/articles/2020/08/04/child-victims-act-gets-one-year-extension-giving-child-sex-abuse-survivors-more-time-to-sue/>; *New York State Lawmakers Pass Coronavirus Relief Package*, CBSN (May 28, 2020 at 6:15am), <https://newyork.cbslocal.com/2020/05/28/nys-covid-relief-package/>; Robert Pozarycki, *Time limit extended for sex abuse victims to file claims under New York Child Victims Act*, AMNY, <https://www.amny.com/manhattan/time-limit-extended-for-sex-abuse-victims-to-file-claims-under-new-york-child-victims-act/> (last visited July 10, 2020); Editorial Board, *Justice extended, not denied: Gov. Cuomo extends the Child Victims Act deadline for survivors seeking closure*, New York Daily News (May 9, 2020), <https://www.nydailynews.com/opinion/ny-edit-cva-20200509-dspoar6olz6ja2h6s6impn3w4-story.html>; Bernadette Hogan and Priscilla DeGregory, *Child Victims Act lawsuit deadline extended due to coronavirus*, NY Post (May 8, 2020, 3:55pm), <https://nypost.com/2020/05/08/child-victims-act-lawsuit-deadline-extended-amid-coronavirus/>.

central issue for sexual abuse survivors, and limiting their control over disclosure of their abuse could re-traumatize survivors.⁴ Additionally, an earlier deadline will result in a substantial likelihood of confusion among survivors regarding their deadline to file claims.⁵

8. Finally, an earlier bar date will provide no material benefit for the Case. A bar date coterminous with the CVA deadline will enhance the likelihood that the true universe of claims against the Debtor will be known for purposes of developing a plan of reorganization that appropriately addresses survivors. Even if the Bar Date is fixed at an earlier time for the Diocese, the Bar Date does not limit the time for the assertion of claims against the Parishes and other Debtor affiliates and related parties that are the subject of the same abuse, and who may also be contributing parties in a global resolution. Thus, the earlier bar date for the Diocese does not establish the universe of claims against non-debtors, who may be co-liable with the Diocese or who may assert claims under the same insurance policies as the Diocese. Until the universe of potential claims subject to the insurance policies is known, it will be impossible to engage in meaningful and substantive negotiations towards a consensual plan of reorganization because parties will want to know the universe of potential claims against them before negotiating any contribution to a global settlement.

9. In order to address these concerns and ensure a fair claims process for survivors, the Court should not shorten the existing deadline set by the State of New York for survivors to file claims under the CVA and should establish August 14, 2021 as the bar date in this Chapter 11 Case.

⁴ Conte Decl., ¶ 18.

⁵ *Id.*, ¶ 16.

B. The Debtor's Proposed Noticing Procedures Fail to Address the Specific Attributes of Abuse Survivors

10. Despite productive negotiations and the Debtor making certain changes to the proposed notice, claim form and order, the Committee and the Debtor were unable to resolve all of their differences regarding the remainder of the relief requested in the Motion. The Committee intends to continue to work with the Debtor to consensually resolve as many issues as possible.

11. The Committee requests changes to the Debtor's Notice Program, including: (a) the provision of direct notice to all known and reasonably ascertainable abuse survivors, and (b) expansion of the publication notice program to include additional media sources, following the recommendations of Dr. Wheatman as the Committee's noticing expert.

12. In addition, the Committee submits that the form of abuse notice be direct and specifically targeted to abuse claimants. Moreover, because of the significant psychological defenses utilized by many abuse survivors to avoid memories of abuse, cued recall must be employed. The Debtor's abuse notice must include the names, photographs and other identifying information of all individuals against whom an abuse accusation has been made, regardless of the manner or forum in which the accusation has been made.⁶

13. The Committee has engaged two expert witnesses whose opinions form the basis for the Committee's Proposed Order (appended as **Exhibit A** hereto), including the Abuse Bar Date Notices (appended as **Annex 3** and **5** to the Proposed Order) (collectively, the "**Bar Date Documents**").

14. Dr. Jon R. Conte, Doctor of Social Work, is professor emeritus at the University of Washington in Seattle. Dr. Conte has almost four decades in the study of childhood sexual

⁶ *Id.*, ¶¶ 23–27.

abuse, is published in that area, and has trained multidisciplinary audiences on various aspects of childhood sexual abuse. Dr. Conte has served on national panels on child abuse, and has evaluated thousands of child, youth, and adult victims of sexual abuse. Dr. Conte has provided the following expert opinions that inform the Committee's Objection: (i) the length of time between notice and the bar date must be longer than typical in order to allow for individuals sexually abused as children to overcome psychological barriers to make sexual abuse claims; (ii) competing deadlines will likely lead to confusion and other difficulties for sexual abuse survivors; (iii) direct notice should be provided not only to persons who complained of abuse but also to people who attended organizations and facilities where known pedophile priests (and other perpetrators) lived and worked; (iv) repeated notice and information that will "cue" recall is likely to increase responsiveness to notices; and (v) the question of fair notice should be addressed in the context of the unique needs of survivors who have suffered the effects of childhood sexual abuse by clergy.

15. Kinsella Media, LLC: Dr. Shannon R. Wheatman, President of Kinsella Media, LLC, holds a doctorate in Social Psychology and a master's degree in Legal Studies. She has extensive experience in designing, developing, analyzing, and implementing large-scale legal notification plans in class action and bankruptcy cases. Dr. Wheatman has reviewed the Debtor's Notice Program and has provided her opinion as to the inadequacy of the Debtor's Notice Program insofar as it (i) will reach fewer abuse claimants than appropriate, (ii) does not provide enough opportunities for abuse claimants to see notice, and (iii) fails to use media, such as television, that is critical to reaching older abuse claimants who should be the primary target of this notice effort. Dr. Wheatman has proposed an alternative notice program to maximize the reach of notice to potential creditors.

THE CVA

16. On January 28, 2019, the New York State Legislature passed the CVA, which New York Governor Andrew Cuomo signed on February 14, 2019. The CVA modified the statute of limitations and created a one-year “window” during which victims of child sexual abuse, whose claims may have otherwise been time-barred, may commence a timely civil action. In addition, the CVA extends the statute of limitations for claims that were not time-barred on its date of passage, permitting such child victims to commence timely civil actions until they reach 55 years of age.

17. As a result of the COVID-19 pandemic, New York’s legislature voted with near unanimity to extend the CVA statute of limitations deadline from August 14, 2020 to August 14, 2021 (the “CVA Deadline”).⁷ On August 3, 2020, Governor Cuomo signed the extended CVA Deadline into law. Notably, in response to the first extension of the CVA’s statute of limitations, the CVA’s sponsor, State Senator Brad Hoylman, noted:

Coming forward as a survivor of child sexual abuse takes courage, focus and lots of time. As the unemployment rate spikes above 14%, it’s unreasonable to expect survivors of child sexual abuse to do the emotional and legal work necessary to file CVA lawsuits while simultaneously fighting to pay rent and put food on the table.⁸

⁷ See *Senate Bill S7082*, The New York State Senate, available at <https://www.nysenate.gov/legislation/bills/2019/s7082> (last visited November 30, 2020).

⁸ *Senator Hoylman Responds To Announced Extension Of CVA Look-Back Window*, Friday May 8, 2020 ISSUE: SD 27 Child Victims Act COVID-19 (<https://www.nysenate.gov/newsroom/press-releases/brad-hoylman/senator-hoylman-responds-announced-extension-cva-look-back>) (Senator Hoylman made these comments in response to Governor Cuomo’s extension of the CVA deadline to January 14, 2021, prior to the legislature’s further extension to August 14, 2021).

ARGUMENT

I. THE BAR DATE SHOULD BE COTERMINOUS WITH THE CVA DEADLINE

A. A Coterminous Bar Date Accounts for the Unique Experience of Sexual Abuse Survivors

18. Any bar date that is not coterminous with the CVA deadline gives too little regard for the difficulty encountered by an adult survivor who is compelled to file a claim by a date certain regardless of whether he is emotionally or psychologically ready to do so. The Debtor's Motion notes that its proposed General Bar Date exceeds the minimum bar 21-day notice period established under the Bankruptcy Rules.⁹ While this is the bare minimum required for ordinary creditors, "[w]hat constitutes fair notice for the average person may not constitute fair notice for a person abused by a priest."¹⁰ Notably, survivors of child sexual abuse are not ordinary creditors in the overwhelming majority of chapter 11 cases. Typically, creditors are commercial actors whose claims arose because of a commercial relationship with a debtor. In contrast, adult survivors of child sexual abuse are creditors by virtue of nonconsensual acts by perpetrators of abuse. Just as it takes great "emotional and legal work" to file a lawsuit under the CVA, so too does it take great emotional and legal work to file a Sexual Abuse Claim against the Diocese.¹¹

a. *Survivors' Preparations to File Claims are Already Focused on August 14, 2021*

19. Survivors of sexual abuse may be relying on the August 14, 2021 deadline as a benchmark to prepare themselves emotionally for filing a claim against the Diocese. There are significant psychological hurdles that survivors of sexual abuse, and particularly survivors of

⁹ Debtor's Motion, p. 19 of 71, ¶ 30.

¹⁰ Conte Decl., ¶ 29.

¹¹ *Id.*, ¶ 17.

clergy childhood sexual abuse, must overcome in order to come forward and file a claim.¹² The decision to file a claim takes time.¹³ This is why legislatures in many states, including New York, have either reformed or removed civil statutes of limitation for claims of childhood sexual abuse.¹⁴ Once a potential claimant has received an official notice of a deadline to assert claims, many will need a period of reflection and consideration before determining whether to assert their claims and submit to a legal process.¹⁵ The current pandemic may overshadow the claim filing process as the seasons change and the virus gains prevalence, but also may trigger abuse memories and feelings, making a determination to file a claim even more difficult.¹⁶

20. Many survivors target their decision to pursue a claim to clearly established deadlines to do so.¹⁷ Based on that target date, survivors begin the steps necessary to come forward, including emotional preparation for themselves as well as disclosure to family.¹⁸ Some survivors may also require therapy to prepare.¹⁹ For many, they are articulating and disclosing their abuse for the first time.²⁰

21. Here, a deadline has been set by New York's government, and survivors are likely timing their decision to come forward in reliance on that deadline.²¹ Given the clearly

¹² *Id.*, ¶ 12.

¹³ *Id.*, ¶¶ 11–15.

¹⁴ As of 2020, thirty states had introduced bills for reform of statutes of limitation for childhood sexual abuse, and as of 2019 twenty-three states and the District of Columbia reformed their statutes of limitation for childhood sexual abuse. See *Child Sex Abuse Statute of Limitations Reform*, ChildUSA, <https://www.childusa.org/sol> (last visited Dec. 1, 2020).

¹⁵ Conte Decl., ¶ 13.

¹⁶ *Id.*, ¶ 14.

¹⁷ *Id.*, ¶ 17.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*, ¶ 18.

established deadline imposed by the New York State legislature, some survivors may be irreparably harmed if the current oft-repeated deadline is replaced with an earlier deadline.

b. *Multiple Deadlines Could Confuse Survivors*

22. Sexual abuse survivors include many elderly and vulnerable adults, who may have trouble understanding the difference between the CVA Deadline and an earlier bar date established by the Bankruptcy Court, especially in light of the publicity of the extension of the CVA deadline.²² The high risk of some abuse survivors falling between the cracks and missing the deadline to file claims is diametrically opposed to the purpose of this Chapter 11 Case – to bring fair compensation to survivors.

23. Survivors of child sexual abuse are not typical bankruptcy creditors. Addressing the traumatic experience that is the basis of a sexual abuse claim raises a host of emotional issues that may cloud apprehension even among those with otherwise impeccable cognitive abilities. Making an earlier deadline separate from the CVA Deadline may easily confuse many claimants facing this very stressful process, regardless of their age. Given these potential hardships for survivors, there is no justification for a bar date other than August 14, 2021.

B. An Earlier Bar Date Will Not Expedite the Case Because Insurers or Parishes Will Avoid Making Substantial Offers Until the Later Deadline Passes

24. The Diocese insists a bar date earlier than August 14, 2021 is necessary to keep this case moving forward.²³ However, an earlier bar date will likely have no impact on the length of this case. The Bar Date does not apply to the Diocese's parishes and other related-entities, and the deadline to commence CVA actions against them is August 14, 2021. Many of these entities reportedly are insured under the same insurance policies as the Diocese and some

²² *Id.*, ¶ 16.

²³ Motion, ¶ 9.

of them may have their own insurance policies to contribute toward an eventual global settlement.²⁴ There is a strong possibility that those non-debtor entities and insurers will not be willing to negotiate a meaningful settlement while additional claims may still be filed. As Judge Bucki noted in the Diocese of Buffalo case: “The common deadline of August 14, 2021, will reduce the likelihood of the problem that might occur if a plaintiff were to commence a timely action against a parish but file a late claim against the Diocese.”²⁵ If there is a disparity between the CVA deadline and a bar date, negotiations could be hampered as insurers or parishes wait for the window to close. As such, the likely dynamic of lackluster participation by insurers and non-debtor entities while they wait for the CVA window to close does not support Debtor’s justification for truncating the time for survivors to file claims.

25. Based on precedent in other diocese cases, there is substantial likelihood that claims will be filed in the gap period between an earlier bar date and the CVA deadline leading to additional litigation and confusion in the Bankruptcy Case. The Archdiocese of Saint Paul and Minneapolis filed its chapter 11 case after a window for out of statute sexual abuse claims was opened in Minnesota. The bar date for the Archdiocese occurred prior to the deadline

²⁴ *Memorandum of Law in Support of Motion for a Preliminary Injunction Under Sections 362 and 105(a) of the Bankruptcy Code*, Adv. Pro. 20-01226 [Docket No. 3], p. 12–13.

²⁵ Dine Decl., Ex. 11, *In re. The Diocese of Buffalo, N.Y.*, Case No. 20-10322 CLB (Bankr. W.D. N.Y.) [Docket No. 546] at p. 11. Judge Warren in the Diocese of Rochester case also set the bar date to be coterminous with the then-CVA Deadline (August 13, 2020), which was eleven months from the petition date (September 12, 2019). Dine Decl., Ex. 12, *In re. The Diocese of Rochester*, Case No. 19-20905 (PRW) (Bankr. W.D. N.Y.) [Docket No. 425]. Judge Warren denied the Diocese of Rochester Committee’s request post-COVID 19 to extend the bar date, noting that he had initially warned the parties that the bar date would not be a “shifting target” and would remain static once set and noticed. Dine Decl., Ex. 13, *In re. The Diocese of Rochester*, Case No. 19-20905 (PRW) (Bankr. W.D. N.Y.) [Docket No. 700]. Judge Warren ruled on the possible extension prior to the New York State Legislature’s extension of the CVA Deadline. *Id.* Additionally, Judge Warren noted that attorneys were already heavily advertising the August 13, 2020 deadline, which is not an applicable consideration in this Case, in which all advertising and reporting is focused on the current August 14, 2021 deadline. *See id.* The Committee is also aware that a bar date of April 15, 2021 was set in the Diocese of Syracuse case, providing 300 days from the petition date to bar date. Dine Decl., Ex. 14, *In re. The Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663 (Bankr. N.D. N.Y.) [Docket No. 214]. 300 days is approximately the time between the petition date and August 14, 2021 in this Case.

established by the Minnesota legislature. There were 438 sexual abuse claims asserted against the Archdiocese, of which 33 were filed after the bar date but before the Minnesota window closed.²⁶ In that case, which did not occur during a national pandemic, approximately seven and one-half percent (7.5%) of claims were filed after the bar date. Thus, there is a substantial likelihood that a material number of claims may be filed after a bar date that precedes the CVA deadline.

26. In addition to these issues and delays that may result from a non-coterminous deadline, there is no correlation between the length of the claims filing period and the length of a case. This is evidenced by the seventeen Catholic diocese or religious order cases that have achieved confirmed plans in bankruptcy. For example, in the Archdiocese of Saint Paul and Minneapolis case, although the survivors' time period to file claims was shortened in comparison to the Minnesota CVA window, the case was the third longest Catholic bankruptcy, lasting almost four years.²⁷ The Diocese of Duluth and the Diocese of New Ulm cases also rank among the longest cases, lasting almost five years and over three years respectively, despite having some of the shortest claims filing periods.²⁸

²⁶ See Dine Decl., Ex. 2, *In re The Archdiocese of Saint Paul and Minneapolis*, Case No. 15-30125 (Bankr. D. Minn.) [Docket No. 656] at p. 39. Although this proposed disclosure statement was ultimately superseded by a disclosure statement that accompanied a different plan, the information regarding claims filed in a gap period between a bar date and a later window deadline is illustrative for this Court's determination of when an appropriate bar date would fall.

²⁷ See, e.g., Dine Decl., Ex. 3, *In re The Archdiocese of Saint Paul and Minneapolis*, Case No. 15-30125 (Bankr. D. Minn.) [Docket No. 1] (voluntary petition filed on Jan. 16, 2015); Dine Decl., Ex. 4, *In re The Archdiocese of Saint Paul and Minneapolis*, Case No. 15-30125 (Bankr. D. Minn.) [Docket No. 1278] (order confirming plan on Sept. 25, 2018).

²⁸ See Dine Decl., Ex. 5, *In re Diocese of Duluth*, Case No. 15-50792 (Bankr. D. Minn.) [Docket No. 1] (voluntary petition filed on Dec. 7, 2015); Dine Decl., Ex. 6, *In re Diocese of Duluth*, Case No. 15-50792 (Bankr. D. Minn.) [Docket No. 420] (order confirming plan on Oct. 21, 2019); see also Dine Decl., Ex. 7, *In re Diocese of New Ulm*, Case No. 17-30601 (Bankr. D. Minn.) [Docket No. 1] (voluntary petition filed on Mar. 3, 2017); Dine Decl., Ex. 8, *In re Diocese of New Ulm*, Case No. 17-30601 (Bankr. D. Minn.) [Docket No. 371] (order confirming plan on Mar. 10, 2020). Both cases had among the shortest time periods to file claims in Catholic bankruptcies, with bar dates coterminous to the Minnesota CVA window or significant after CVA deadline. Dine Decl., Ex. 9, *In re Diocese of Duluth*, Case No. 15-50792 (Bankr. D. Minn.) [Docket No. 35] (order setting bar date for May 25, 2016); see also

27. Simply put, an earlier bar date will not advance the Case. Instead, it will confuse and harm abuse survivors who may be relying on the August 14, 2021 date or never process the existence of a second relevant date. It will also unnecessarily complicate the case by forcing parties to calculate timely-filed claims against just non-Diocesan entities versus timely-filed claims against both the Debtor and non-debtors. Judge Bucki ruled that “[i]n reopening the statute of limitations, the CVA expressed a policy decision that deserves the respect of this Court. Unless good cause is otherwise demonstrated, we should appropriately honor the decision of New York to allow the assertion of claims through August 14, 2021.”²⁹ Judge Bucki found that no such good cause existed in Buffalo, which filed for bankruptcy seven months prior to the Diocese of Rockville Centre, and equally no such good cause exists here. Therefore, the Committee respectfully requests the Court set August 14, 2021 as the bar date.

II. DEBTOR’S PROPOSED NOTICING PROGRAM DOES NOT ADEQUATELY REACH SURVIVORS

A. The Debtor’s Proposed Publication Notice Program Is Not Adequate

28. The Debtor’s Notice Program does not afford survivors with the notice required by due process. First, the Debtor proposes very limited print publication notice with no discussion of the persons or potential claimants that such publication will reach.³⁰ Second, the Debtor also does not include any television ads that are critical to reaching claimants over the age of 50, who are likely a significant demographic in this case.³¹ Finally, the Debtor provides no radio outreach, which Dr. Wheatman notes is particularly effective at reaching the Spanish-

Dine Decl., Ex. 10, *In re Diocese of New Ulm*, Case No. 17-30601 (Bankr. D. Minn.) [Docket No. 33] (order setting bar date for July 10, 2017).

²⁹ Dine Decl., Ex. 11, *In re. The Diocese of Buffalo, N.Y.*, Case No. 20-10322 CLB (Bankr. W.D. N.Y.) [Docket No. 546] at p. 11.

³⁰ See Motion, ¶¶ 32–38.

³¹ Wheatman Decl., ¶¶ 24, 58.

speaking group of potential creditors.³² For these reasons, among others, Dr. Wheatman concludes that the Debtor’s Notice Program is insufficient to reach claimants and to provide due process notice of the bar date.³³ As discussed below, Dr. Wheatman proposes a notice program that will reach a significant percentage of potential creditors. Specifically, Dr. Wheatman advises the Debtor adopt a national notice program, based on the very substantial out-migration data of individuals from the Diocese’s region, but at a minimum use a regionally targeted program designed to reach many more potential claimants.³⁴ The Committee urges that the Court approve the publication notice program outlined in the Bar Date Documents, in addition to the direct notice program discussed below.

29. In her analysis of the publication component of the Debtor’s Notice Program, Dr. Wheatman analyzed the reach, or estimated percentage of the “target audience” that would be exposed to publication notice under the Debtor’s Notice Program.³⁵ Next, Dr. Wheatman evaluated the frequency, or estimated average number of times someone may see the publication notice.³⁶ Dr. Wheatman found the reach and frequency lacking in the Debtor’s proposal to provide publication notice.³⁷

30. Because of its extensive reach in the age group of many potential abuse claimants, Dr. Wheatman favors television as a notice medium.³⁸ Dr. Wheatman seeks to bolster the paid

³² *Id.*, ¶ 65.

³³ *See id.*, ¶¶ 24–35.

³⁴ *Id.*, ¶ 52.

³⁵ *See id.*, ¶ 28.

³⁶ *See id.*, ¶ 31.

³⁷ *See id.*, ¶¶ 28–31. Specifically, Dr. Wheatman found that notice published in the national editions of the *The New York Times*, *The Wall Street Journal*, and *USA Today*, as well as every daily newspaper in New York would achieve only less than 30% reach in adults over eighteen and less than 35% reach in adults over fifty within Long Island and New York, and less than 5% of adults nationwide. *Id.*, ¶ 28.

³⁸ *See id.*, ¶ 58.

media exposure that is intrusive (uses visual elements to convey a message).³⁹ Dr. Wheatman presents data that Latinx and Caribbean populations are significant within the Church, and that survivors of abuse may be more likely not to engage with Church-related media (such as parish websites).⁴⁰ Based on this examination of the data, Dr. Wheatman proposes—and the Committee presents to the Court for its consideration—a minimum of the below “heavy New York” robust publication notice program but ideally the expanded national program that incorporates the following components:⁴¹

NOTICE PROGRAM COMPONENT	EXPANDED NATIONWIDE + HEAVY NEW YORK	HEAVY NEW YORK + LIMITED NATIONWIDE
<i>Reach/Frequency</i>	<ul style="list-style-type: none"> • 70%/3.0 (Nationwide) • 80% to 87%/3.0 to 3.8 (New York) • 88% to 95%/3.7 to 4.9 (Long Island) 	<ul style="list-style-type: none"> • 1.8%/1.1 (Nationwide)⁴² • 80% to 87%/3.0 to 3.8 (New York) • 88% to 95%/3.7 to 4.9 (Long Island)
<i>Television (NY)</i>	<ul style="list-style-type: none"> • Heavy TV in Long Island media market 	<ul style="list-style-type: none"> • Heavy TV in Long Island media market
<i>Ethnic Radio (NY)</i>	<ul style="list-style-type: none"> • Hispanic/Creole 	<ul style="list-style-type: none"> • Hispanic/Creole
<i>Consumer Magazines</i>	<ul style="list-style-type: none"> • National edition of 5 consumer magazines 	<ul style="list-style-type: none"> • National edition of 5 consumer magazines
<i>National Newspaper</i>	<ul style="list-style-type: none"> • New York Times 	<ul style="list-style-type: none"> • New York Times
<i>Community Newspapers (NY)</i>	<ul style="list-style-type: none"> • Top 5 newspapers in Nassau & Suffolk counties 	<ul style="list-style-type: none"> • Top 5 newspapers in Nassau & Suffolk counties
<i>Religious Newspapers (NY)</i>	<ul style="list-style-type: none"> • 4 Catholic newspapers 	<ul style="list-style-type: none"> • 4 Catholic newspapers
<i>Ethnic Newspapers (NY)</i>	<ul style="list-style-type: none"> • 3 Hispanic • 3 Caribbean newspapers 	<ul style="list-style-type: none"> • 3 Hispanic • 3 Caribbean newspapers
<i>State Newspapers</i>	N/A	<ul style="list-style-type: none"> • Top newspaper in FL, NC, PA, & NJ

³⁹ See *id.*, ¶ 59.

⁴⁰ See *id.*, ¶¶ 41–49.

⁴¹ See *id.*, ¶ 52.

⁴² If all of the national newspapers included in the Debtor’s bar date program were implemented, the nationwide reach would be 4.0% and the frequency would be 1.6. *Id.*, ¶ 28.

<i>National Online</i>	<ul style="list-style-type: none"> • 300 million gross impressions⁴³ • Catholic Audience Network • Keyword Search Ads 	<ul style="list-style-type: none"> • 3 million gross impressions • Keyword Search Ads
<i>New York Online</i>	<ul style="list-style-type: none"> • 28 million gross impressions • Targeted Online 	<ul style="list-style-type: none"> • 28 million gross impressions • Catholic Audience Network • Targeted Online
<i>Social Media</i>	<ul style="list-style-type: none"> • Facebook, Twitter & LinkedIn 	<ul style="list-style-type: none"> • Facebook, Twitter & LinkedIn
<i>Earned Media</i>	<ul style="list-style-type: none"> • National Press Release 	<ul style="list-style-type: none"> • National Press Release
<i>Community Outreach</i>	<ul style="list-style-type: none"> • Catholic Churches in NY, FL, NC, PA, & NJ • U.S. Prisons • Sexual Abuse Support Groups 	<ul style="list-style-type: none"> • Catholic Churches in NY, FL, NC, PA, & NJ • U.S. Prisons • Sexual Abuse Support Groups
TOTAL COST⁴⁴	\$1.9 million	\$950,000

31. Because publication notice is targeted in great part to people over the age of 50, television is a better means of reaching unknown creditors than the alternatives, is not exorbitantly priced, and can be quantified in terms of reach and frequency.⁴⁵ The addition of a page on the claims agent’s website providing sexual abuse creditor FAQs is also a component of Dr. Wheatman’s program that the Committee wants to highlight here as important once notice reaches unknown (and, for that matter, known) creditors.⁴⁶ For these reasons, the Committee has incorporated Dr. Wheatman’s recommendations into its proposed Bar Date Documents, including the translation of the Bar Date Documents into Spanish and Creole.⁴⁷

⁴³ Gross impressions are the total number of times a digital ad will be shown. *Id.* This figure does not represent the total number of unique viewers of the ad, as some viewers will see the ad more than once. *Id.*

⁴⁴ These are hard costs and do not include production costs or agency commissions. *Id.* Those would need to be provided by the firm implementing the program. *Id.*

⁴⁵ See *id.*, ¶¶ 58–63.

⁴⁶ See *id.*, ¶ 84.

⁴⁷ See *id.*, ¶ 89.

B. Direct Notice Should Be Sent to All Reasonably Ascertainable Abuse Survivors

32. The case law construing due process requires that “reasonably ascertainable” people are “known” creditors who must receive actual notice of the Bar Date. Due process requires an assessment of “the sufficiency of notice against the backdrop of the factual circumstances in each case.” *In re Kendavis Hldg. Co.*, 249 F.3d 383, 387 (5th Cir. 2001) (holding that putative claimant’s actual knowledge of bankruptcy did not satisfy due process requirements that he be provided actual notice of bar date to object to termination of pension payments). In the case at bar, the Debtor has written records, such as personnel files, tracking the location of perpetrators of sexual abuse against children. The Debtor must exercise reasonably diligent efforts in tracking those perpetrators’ locations and in reviewing their records for actual information about potential sex abuse within the Diocese.

33. Not all potential abuse survivors are unknown creditors. *Placid Oil* stands for the proposition that creditors are reasonably ascertainable and thus entitled to actual notice of the bar date, if they “can be discovered through ‘reasonably diligent efforts.’” *Williams v. Placid Oil Co.* (*In re Placid Oil Co.*), 753 F.3d 151, 154 (citing *Tulsa Prof. Collection Svcs., Inc. v. Pope*, 485 U.S. 478, 490 (1988)). A claimant is reasonably ascertainable if the Debtor knows the type of claim at issue and the entity potentially liable for the claim. *See id.* at 155. Here, the claim at issue is clearly sexual abuse for which the Diocese is potentially liable. Children exposed to perpetrators, and thus potential sexual abuse survivors are ascertainable from the Debtor’s records of dates of employment for perpetrators cross-referenced to school alumni, church membership, and orphanage residency lists. Therefore, the survivors of childhood sexual abuse whom the Committee seeks to have served with actual notice of the bar date are reasonably ascertainable.

34. It is common for dioceses to have “clusters” of sexual abuse: institutions at which multiple sexual abuse claims arose around the same time period. Indeed, in Dr. Conte’s long history evaluating survivors of abuse committed by those in religious life, he has never “seen a case where only one child is known to have been abused by an offender.”⁴⁸ There is no credible argument that “reasonably ascertainable” creditors cannot be found amongst the children involved in locations where there were clusters of sexual abuse. The Debtor is in possession of the state court complaints and the Independent Reconciliation and Compensation Program (“**IRCP**”) claims. Additionally, the Debtor could likely identify additional claims by reviewing all of its priest personnel files. Therefore, the Debtor can ascertain when and where abuse clusters existed.

35. Further, the Debtor knows the abusers’ pastoral assignments. Any other students or children under the supervision or control of these abusers during the length of their assignments are reasonably identifiable potential claimants who must be served with actual notice of the bar date. The Committee is informed and believes that the Debtor has records of Social Security numbers for students who have attended their schools. Current addresses of these children can be located through a social security number search for minimal cost.⁴⁹ Current addresses of former student can also be located using names and birthdates, information the Debtor should have readily available. Moreover, Dr. Wheatman’s recommendations for updating non-deliverable or outdated addresses should be included in the actual notice program: third-party vendors provide this service at minimal expense.⁵⁰

⁴⁸ Conte Decl., ¶ 22.

⁴⁹ Wheatman Decl., ¶¶ 19–23.

⁵⁰ *Id.*

36. Other courts have recognized the importance of maximizing notice and have imposed such very broad bar date direct notice programs to reach potential survivors of sexual abuse. For example, in the bar date order entered in the bankruptcy case of *The Christian Brothers' Institute, et al.*, direct notice of the bar date was given to alumni of schools or other institutions in which the debtors were aware that alleged and/or credibly accused abusers taught or performed ministry.⁵¹ This was in addition to the notice provided to sexual abuse victims who (1) filed, or threatened to file, lawsuits against the debtors that allege they were abused; (2) contacted the debtors to report they were victims of abuse, whether or not that claim was considered to be substantiated and whether or not the report was written or verbal; (3) entered into a settlement agreement with the debtors stemming from allegations of abuse; and (4) received payment from the debtors as a result of allegations of abuse. Extensive publication notice was also provided, along with website notice and posting of notices of the bar date at various agencies, hospitals and governmental entities.

37. In the bankruptcy case of *The Roman Catholic Bishop of Stockton*, the bar date order required direct notice of the bar date to be given to all known sexual abuse claimants, counsel to such claimants, and each household on the current mailing list of each parish as well as the alumni list for any parish schools which permitted the debtor to mail that notice to their alumni.⁵² In addition to this broad direct notice and publication notice, the Court ordered that a bar date notice be posted at each school, post office, parish, survivors center, regional corporation and tribal council.

38. In the bankruptcy case of the *Archdiocese of Milwaukee*, the debtor not only sent notice to persons who had made claims of abuse, and persons who participated in mediation and

⁵¹ See Dine Decl., Ex. 15, Case No. 11-22820 (RDD) (Bankr. S.D.N.Y.) [Doc. #244].

⁵² See *id.*, Ex. 16, Case No. 14-20371 (Bankr. E.D. Cal.) [Docket No. 262].

persons whose abuse was known to the debtor, but the debtor also requested schools in the region to provide the debtor with current alumni mailing lists, if any, so that the debtor could send notice to any individual that appeared on those lists; the debtors contacted each parish to obtain email addresses so that the debtors could provide notice to such persons by email.⁵³ The debtor was also required to review its files and data bases and the files of the Diocesan Review Board, Safe Environment Coordinator Office, Victims Assistance Coordinator, Eisenberg Commission and Project Benjamin to locate additional abuse survivors, provide to the creditors' committee the names of additional abuse victims located, and engage in due diligence to assess if it had access to closed files for notice purposes.

39. The Debtor has the resources to serve direct notice on all children who had contact with institutions that were abuse clusters, on all children referenced as potential victims in personnel files, and on all children who were under the supervision of abusers. By only targeting the persons who made formal abuse claims in the past decade, it is inevitable that other reasonably ascertainable survivors of abuse will be missed.

40. For example, assume that a priest who worked at a Catholic elementary school molested four children. Child One reports the abuse to a teacher who puts a note in the child's school file. When the principal talks to Child One, the Child says that he saw the priest take Child Two into the coat closet alone, which is what he had done with Child One. The principal decides the child has fabricated the abuse and does not report the allegations to the Diocese (or to any civil authorities). Child Three's parents report abuse to the Diocese and threaten to sue. Child Four, abused at the school, never reports the abuse. Under the Debtor's proposal, only Child Three would receive actual notice of the Bar Date even though the Catholic school where

⁵³ See *id.*, Ex. 17, Case No. 11-20059 (Bankr. E.D. Wis.) [Docket No. 331].

Children One, Two, and Four were abused should have records of the names and addresses of the students who attended.

41. By providing a targeted direct notice to all students and children in the proximity of accused clergy, there is greater chance of reaching claimants.⁵⁴

C. The Debtor Must Publish a List of Accused Perpetrators

42. In addition to reaching a greater number of survivors, notices that include the name of accused perpetrators can help overcome the damage done by the abuse that may make survivors avoidant, unaware, or reluctant to disclose.⁵⁵ As Dr. Conte explains, “[w]hen sexual abuse is perpetrated by a person in authority, especially God’s representative on earth in the person of the Catholic priest, the child is unable or unwilling to tell others about the abuse.”⁵⁶ Compounding that reticence, many survivors initially reported their abuse and were not believed or, even worse, punished for “saying such bad things about a man of God.”⁵⁷ The use of recollection cues—such as the name or, better yet, photos of abusers—are important tools to trigger the memory of abuse or identify relevant experiences.⁵⁸

43. This is not an unprecedented concept and has been imposed in other church bankruptcy cases. For example, in *In re The Roman Catholic Church of the Archdiocese of New Orleans*, the Court required that the bar date notice include: (a) the name of each priest and clergy member against whom the Archdiocese or a Parish vetted reports of Sexual Abuse against; (b) the name of the parish, school, or orphanage within the Archdiocese that the

⁵⁴ Conte Decl., ¶¶ 20–22.

⁵⁵ *Id.*, ¶ 23.

⁵⁶ *Id.*, ¶ 24.

⁵⁷ *Id.*

⁵⁸ *Id.*, ¶ 25.

individual worked; (c) the dates of each assignment; (d) a picture, at least 3” by 5” of the individual; and (e) a disclaimer that the list is not exhaustive.⁵⁹

44. Fair notice involves multiple steps: First, the survivors must actually see the notice.⁶⁰ Next, the survivors must acknowledge that to themselves that they were abused.⁶¹ Finally, the survivors must make the decision to file a claim.⁶² To accomplish that second step in the process, “stimulated” or “cued recall” is incredibly important.⁶³ Survivors unconsciously develop a powerful defense mechanism that “pushes the sexual abuse from conscious memory.”⁶⁴ Because of this common phenomenon, lists of priests and other perpetrators are vital to assisting survivors, many of whom have endured decades of denial from the Diocese and its affiliates, in recognizing the validity of their own recollections and in taking the final difficulty step of coming forward to file a claim.

45. The Debtor has, at a minimum, a list of all priests or deacons whom the Debtor knows are the subject of an adverse determination by the Debtor’s Diocesan Review Board that an allegation of clergy abuse against such priest or deacon was credible or against whom an allegation of clergy abuse was made through the IRCP.⁶⁵ Additional names are ascertainable from the Debtor’s records and recent state court litigation.

⁵⁹ See Dine Decl., Ex. 18 (Bankr. E.D. La., Case No. 20-10846) [Doc. #461].

⁶⁰ Conte Decl., ¶ 23.

⁶¹ *Id.*

⁶² *Id.*

⁶³ *Id.*, ¶ 25.

⁶⁴ *Id.*, ¶ 24.

⁶⁵ The Debtor agreed that no such priests or deacons would receive payments under the *Debtor’s Motion for an Order Authorizing the Debtor to (I) Pay Prepetition Employee Wages, Salaries, Benefits and Other Related Items; (II) Reimburse Prepetition Employee Business Expenses; (III) Continue Employee Benefit Programs; and (IV) Pay All Costs and Expenses Incident to the Foregoing. See Final Order Authorizing the Debtor to (I) Pay Prepetition Employee Wages, Salaries, Benefits and Other Related Items; (II) Reimburse Prepetition Employee Business Expenses; (III) Continue Employee Benefit Programs; and (IV) Pay All Costs and Expenses Incident to the Foregoing*, Docket No. 126, p. 4, ¶ 12.

46. The Debtor has repeatedly committed to transparency in this Case. Yet it is one of only 41 out of 219 United States dioceses that do not disclose a list of accused priests.⁶⁶ Including such a list with notice of the bar date is not just a minimal first step towards transparency but is vital to ensuring the effectiveness of the bar date notice.

III. ABUSE CLAIMANTS SHOULD NOT BE REQUIRED TO FILE TWO PROOF OF CLAIM FORMS

47. The Debtor would require holders of abuse claims to file a general proof of claim and an abuse proof of claim. The Bar Date Motion provides at para 14 as follows:

Given that Sexual Abuse Claims differ from other claims to be filed against the Debtor, the Debtor requests that the Court approve a customized and confidential proof of claim form for holders of Sexual Abuse Claims (the “Sexual Abuse Proof of Claim Form”) in addition to the General Proof of Claim Form (as defined below). For the avoidance of doubt, **holders of Sexual Abuse Claims must fill out a General Proof of Claim Form and a Sexual Abuse Proof of Claim Form.** The Debtor is also seeking approval of certain specialized confidentiality procedures for the submission and handling of Sexual Abuse Proofs of Claim, which are described in greater detail herein.

(Emphasis added.)

48. This is an extremely unusual requirement and completely unnecessary, as the Sexual Abuse Proof of Claim Form is comprehensive and contains the information otherwise set forth in the General Proof of Claim Form. Moreover, it is bound to create confusion and trip up many abuse claimants. It is also inconsistent with other language in the Debtor’s proposed bar date order stating that an abuse claimant that previously filed a General Proof of Claim Form **may** be required to fill out an addition form.

⁶⁶ See Ellis Simani and Ken Schwencke, *Credibly Accused*, ProPublica (Jan. 28, 2020), <https://projects.propublica.org/credibly-accused/>; Alex Costello, *List Released of Catholic Clergy Accused of Sexual Assault in NY*, Patch (Feb. 4, 2020, 4:23p.m. ET); <https://patch.com/new-york/rockvillecentre/list-released-catholic-clergy-accused-sexual-assault-ny>.

49. Furthermore, the confidentiality provisions governing Abuse Claims are clear. General Proof of Claim Forms will be filed by non-abuse claimants and there is a real possibility that an abuse claimant's "General Proof of Claim Form" could be misplaced or misfiled in the public claims register, undermining the confidentiality to be imposed for the protection of abuse claimants. The Debtor has provided no basis for requiring that abuse claimants file two separate claims in this case; this unreasonable and unnecessary requirement should not be approved by the Court.

RESPONSE TO LMI RESPONSE

50. The Debtor's proposed Sexual Abuse Proof of Claim Form elicits all necessary information to assess a sexual abuse claim against the Debtor without subjecting survivors to a confusing, complicated examination.

51. A properly filed and executed claim constitutes prima facie validity of the claim. Thus, Official Form 410 – the form mandated by Bankruptcy Rule 3001 – only asks for basic information about a claim. In contrast, the LMI Additional Question⁶⁷ is burdensome, complex and contains pitfalls for survivors to fall into traps that could open the door for motions to disallow survivors' claims for failure to respond to a question even if the survivors otherwise allege a sufficient basis for allowance of the claim.

52. Moreover, under the Bankruptcy Rules, Official Form 410 suffices for proofs of claim and does not require detailed information (as proposed by LMI) for unliquidated tort claims.⁶⁸ For example, Official Form 410, Question 8 requires that a claimant need only state

⁶⁷ The LMI Response includes a request to add the following question (the "**LMI Additional Question**"): "Please provide all facts you are aware of that suggest that the Diocese, or any of its officers or employees, knew or should have known that the abuser was abusing you or others before or during the period of time when the abuse or other wrongful conduct took place." LMI Response, p. 4.

⁶⁸ "A proof of claim is a written statement setting forth a creditor's claim" that "*shall conform substantially* to the appropriate Official Form [10]." Fed. R. Bankr. P. 3001(a) (emphasis added).

“personal injury” in response to the question “What is the basis of the claim?” Official Form 410, Question 8; *see also In re Evans*, 2012 Bankr. LEXIS 3163 (Bankr. S.D. Ind. July 10, 2012) (“A proof of claim that contains sufficient information to support it satisfies the claimant's initial burden of proof, and the burden then shifts to the objector to rebut the claim.”).

53. Once a claim is properly filed in conformance with Bankruptcy Rule 3001, the burden shifts to the Debtor (or any party in interest) to object to the claim. *See Gently v. Siegel*, 668 F.3d 83, 92 (4th Cir. 2012) (stating that “a ‘contested matter’ does not arise from a proof of claim until an objection to the claim has been interposed”). The LMI Additional Question, in effect, alters the claims allowance procedure by requiring creditors to provide extensive information as a precondition to have their claims deemed properly filed under Bankruptcy Rule 3001. This is an inappropriate abrogation of the Bankruptcy Rules. If the survivor fails to provide some or all of this information, then the Debtor (or LMI) may move to disallow the claim by default as “not properly filed” rather than having to contest the claim on the merits. As has been the case in other sexual abuse bankruptcy cases, any court-approved proof of claim form should be tailored to substantially conform to Official Form 410 with any discovery to take place as part of a claims’ objection and adjudication process.

54. For example, a person asserting a non-sexual abuse tort claim against the Debtor (such as a slip and fall claim) would merely have to complete the Official Form 410 to state a *prima facie* claim thereby shifting the burden to formally object to the claim. The Committee acknowledges that more information may be needed in order to negotiate a settlement among survivors, the Debtor and its insurers. However, the LMI Additional Question goes too far. There is no reason to utilize a form that will discourage survivors from filing claims and set traps for survivors.

REQUEST TO ADMIT EVIDENCE

55. The Committee respectfully requests that the Court admit the Conte Declaration and Wheatman Declaration into evidence. Dr. Conte and Dr. Wheatman are also available to testify at the December 9, 2020 hearing on this matter should the Court or Debtor request such an opportunity to question either expert.

CONCLUSION

56. At the 341 meeting, Bishop Barres committed to work “to ensure that all survivors of clergy sexual abuse may receive some measure of healing and support.”⁶⁹ A bar date coterminous with the CVA Deadline of August 14, 2021 is necessary to ensure maximum participation of survivors in this Case. Dr. Conte’s expert opinion supports the Committee’s position explaining the psychological reasons why a coterminous deadline will allow survivors the time necessary to come forward and avoid potential disruption and confusion amongst survivors. Dr. Wheatman provides a proposed noticing program that will maximize reach and impact among potential survivor populations. The Bishop’s pledge to provide healing and support to *all* survivors begins with this first step of taking all necessary measures to reach potential survivors and invite them to participate in this process.

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⁶⁹ Dine Decl., Ex. 19 (Transcript of 341 meeting, p. 113, lns. 16-18).

WHEREFORE, the Committee respectfully requests that the Court sustain the Committee's Objection, enter the Proposed Order establishing the deadline by which Sexual Abuse Claims must be filed in this Chapter 11 Case on August 14, 2021, in the form of **Exhibit A** attached hereto, and granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
December 1, 2020

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Counsel for the Official Committee
of Unsecured Creditors of The Roman Catholic
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EXHIBIT "A"

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

<p>In re:</p> <p>THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK,¹</p> <p style="text-align: center;">Debtor.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 20-12345 (SCC)</p>
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**ORDER ESTABLISHING DEADLINE FOR FILING PROOFS OF CLAIM
AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon the *Motion of the Debtor for an Order Establishing Deadlines for Filing Proofs of Claim and Granting Related Relief* (the “Motion”)², pursuant to Federal Rule of Bankruptcy Procedure (“Bankruptcy Rule”) 3003(c)(3), fixing a deadline and establishing procedures for filing proofs of claim and approving the form and manner of service thereof, and it appearing that the relief requested is in the best interests of the Debtor, its estate, and creditors and that adequate notice has been given and that no further notice is necessary; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Except as otherwise provided herein, all persons and entities, (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) that assert a claim, as defined in Section 101(5) of the Bankruptcy Code, against the Debtor which arose on or prior to the filing of the Chapter 11 petition on October 1, 2020 (the “Petition Date”), shall file a proof

¹ The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

of such claim in writing or electronically in accordance with the procedures below so that it is received on or before **February 17, 2021 at 5:00 p.m. (prevailing Eastern Time)** (the “General Bar Date”). The General Bar Date applies to all claims other than claims of governmental units and Sexual Abuse Claims.³

2. Notwithstanding any other provision hereof, (a) proofs of claim filed by governmental units must be filed so that the claim is received on or before **March 30, 2021 at 5:00 p.m. (prevailing Eastern Time)** (the “Governmental Bar Date”), and (b) proofs of claim for Sexual Abuse Claims, must be filed so that the claim is received on or before **August 14, 2021 at 5:00 p.m. (prevailing Eastern Time)** (the “Sexual Abuse Claim Bar Date”).

3. Notwithstanding any other provision hereof, claimants must file proofs of claim with respect to amendments or supplements to the Debtor’s schedules of assets and liabilities on or before the later of (i) the General Bar Date or the Governmental Bar Date, as applicable and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days from the date on which the Debtor provides notice of previously unfiled schedules of assets and liabilities or an amendment or supplement to the schedules of assets and liabilities (the “Amended Schedules Bar Date”).

4. Notwithstanding any other provision hereof, any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a proof of claim based on such rejection on or before the later of (i) the General Bar Date or the

³ A “Sexual Abuse Claim” is any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Diocese or any other person or entity for whose acts or failures to act the Diocese is or was allegedly responsible.

Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after entry of the order authorizing such rejection (the “Rejection Bar Date”). For the avoidance of doubt, a counterparty to an executory contract or unexpired lease is permitted to file a single proof of claim on account of its claims arising under the applicable contract or unexpired lease agreement (including claims for prepetition defaults and rejection damages) by the Rejection Bar Date.

5. The forms of the General Bar Date Notice, attached hereto as Annex 1; the General Proof of Claim Form, attached hereto as Annex 2; the Sexual Abuse Bar Date Notice attached hereto as Annex 3, the Sexual Abuse Proof of Claim Form, attached hereto as Annex 4; the Publication Notice, attached hereto as Annex 5; the Confidentiality Agreement, attached hereto as Annex 6; the clergy list, attached hereto as Annex 7; the Publication Notice Plan, attached hereto as Annex 8, and the manner of providing notice of the Bar Dates proposed in the Motion, are approved in all respects.

6. The following procedures for the filing of proofs of claim shall apply:
- (a) General Proofs of Claim must conform substantially to Official Bankruptcy Form No. 410, attached hereto as Annex 2;
 - (b) Sexual Abuse Proofs of Claim must conform substantially to the Sexual Abuse Proof of Claim Form, attached hereto as Annex 4;
 - (c) Proofs of claim must be submitted (i) electronically through Epiq Corporate Restructuring, LLC’s (the “Claims Agent”) website for this case at <https://dm.epiq11.com/drvc> by following instructions for filing proofs of claim electronically; or (ii) by delivering the original proof of claim either by U.S. Postal Service mail to The Roman Catholic Diocese of Rockville Centre, New York Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4421 Beaverton, OR 97076-4421, or by hand delivery or overnight mail to The Roman Catholic Diocese of Rockville Centre, New York Claims Processing Center c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005;
 - (d) Proofs of claim will be deemed filed only when received by the Claims Agent on or before the applicable Bar Date;

- (e) General Proofs of claim must (i) be signed, (ii) include supporting documentation (if voluminous, attach a summary) or an explanation as to why documentation is not available; and (iii) be in the English language;
- (f) Sexual Abuse Proofs of claim will be available in English and also in Spanish because of the large Hispanic communities in the geographic territory of the Debtor. Sexual Abuse Proofs of claim must (i) be signed, (ii) be in the English or the Spanish language, as applicable, and (iii), if applicable, include supporting documentation;
- (g) To be valid, a proof of claim form must be signed by the Claimant. Electronic signatures will be accepted as valid. If the Claimant is deceased or incapacitated, the form must be signed by the Claimant's court-appointed representative or attorney for the Claimant's estate. If the Claimant is a minor, the form must be signed by the Claimant's parent or legal guardian or attorney. Any proof of claim form signed by a representative or legal guardian must attach documentation establishing such person's authority to sign the proof of claim form for the Claimant. The Debtor, in consultation with the Committee, may agree to waive any defects or irregularities as to any Sexual Abuse Proof of Claim; and
- (h) Proofs of claim sent by facsimile, telecopy, or electronic mail transmission **will not** be accepted.

7. The following persons or entities need not file a proof of claim on or prior to the

Bar Date:

- (a) any person or entity that already has filed a General Claim against the Debtor in a form substantially similar to Official Bankruptcy Form No. 410, provided, however, that any holder of a Sexual Abuse Claim who files a proof of claim on account of a Sexual Abuse Claim using a form substantially similar to Official Bankruptcy Form No. 410 may subsequently be required to complete the Sexual Abuse Proof of Claim Form or otherwise answer additional questions regarding such Sexual Abuse Claim, including the questions set forth in the Sexual Abuse Proof of Claim Form, in connection with the administration of his or her Sexual Abuse Claim;
- (b) any person or entity whose claim is listed on the Schedules filed by the Debtor, provided that (i) the claim is not scheduled as "disputed", "contingent", or "unliquidated" and (ii) the claimant does not disagree with the amount, nature and priority of the claim as set forth in the Schedules;
- (c) any holder of a claim that heretofore has been allowed by Order of this Court;

- (d) any person or entity whose claim has been paid in full by the Debtor; and
- (e) any holder of a claim for which specific deadlines have previously been fixed by this Court.

8. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease, as to which the order authorizing such rejection is dated on or before the date of entry of this Order, must file a proof of claim based on such rejection on or before the Bar Date, and any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease, as to which an order authorizing such rejection is dated after the date of entry of this Order, must file a proof of claim on or before such date as the Court may fix in the applicable order authorizing such rejection.

9. If the Debtor amends or supplements the Schedules subsequent to the date hereof, the Debtor shall give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall be afforded thirty (30) days from the date of such notice to file proofs of claim in respect of their claims and shall be given notice of such deadline.

10. Nothing in this Order shall prejudice the right of the Debtor or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules.

11. Pursuant to Bankruptcy Rule 3003(c)(2), all holders of claims that fail to comply with this Order by timely filing a proof of claim in appropriate form shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution. For the avoidance of doubt, nothing contained in this Order shall preclude a claimant from seeking relief from the Court to file a late-filed claim in accordance with Bankruptcy Rule 9006.

12. Parties asserting General Claims against the Debtor that arose before the Petition Date must use the General Proof of Claim Form substantially in the form attached hereto as

Annex 2.

13. Parties asserting Sexual Abuse Claims that arose before the Petition Date must use the Sexual Abuse Proof of Claim Form substantially in the form attached hereto as **Annex 4.**

The filing of a Sexual Abuse Proof of Claim shall not constitute a waiver of the claimant's right to a jury trial.

14. Due to the sensitive nature of the information requested in the Sexual Abuse Proof of Claim Form, the following confidentiality protocol (the "Confidentiality Protocol") shall apply to all Proof of Claim Forms submitted by holders of Sexual Abuse Claims (the "Sexual Abuse Claimants"):

- a) All claimants asserting a Sexual Abuse Claim are directed to submit such claims directly to Epiq Corporate Restructuring, LLC (the "Claims Agent"), the claims and noticing agent. Such claims should not be filed with the Court.
- b) Sexual Abuse Claims received by the Claims Agent will be treated as confidential and will be made available only to Authorized Parties (as defined below) unless a Sexual Abuse Claimant affirmatively elects to have their Sexual Abuse Claim disclosed publicly. The Confidentiality Protocol is for the benefit of the Sexual Abuse Claimants. Accordingly, Sexual Abuse Claimants may elect to make information contained in their Sexual Abuse Claim public, even if they do not elect to have their Sexual Abuse Claim disclosed publicly.
- c) Sexual Abuse Claims received by the Claims Agent shall be held and treated as confidential by the Claims Agent, and copies thereof shall be provided or made available only to the following parties (the "Authorized Parties"):
 - i. The member trustees and officers of the Debtor, and such other employees of the Debtor who are necessary to assist the Debtor in reviewing and analyzing the Sexual Abuse Proofs of Claim.

- ii. Any counsel to the Debtor or the Unsecured Creditors' Committee (the "Committee") retained pursuant to an order of the Bankruptcy Court;
- iii. Members of the Committee and their counsel (after the Proof of Claim Forms have been redacted to remove the claimant's name, address, and other information identified in Part 2(a) of the Sexual Abuse Proof of Claim Form, the signature block and any other information which could reasonably be used to personally identify a Sexual Abuse Claimant);
- iv. Any insurance company that provided insurance that may cover the claims described in any Sexual Abuse Proof of Claim, together with their respective successors, reinsurers, administrators, and counsel;
- v. Any person appointed pursuant to an order of the Court to serve as a mediator, as a representative for unknown or future claimants, or as a special arbitrator/claims reviewer appointed to review and resolve Sexual Abuse Claims;
- vi. Any trustee, or functional equivalent thereof, appointed to administer payments to Sexual Abuse Claimants, including pursuant to a plan of reorganization or a proposed plan of reorganization;
- vii. Authorized representatives of a department of corrections, if a Sexual Abuse Claimant is incarcerated, but only with respect to any Proof of Claim Form filed by such claimant and only to the extent disclosure is required under applicable non-bankruptcy law;
- viii. Upon consent of the Debtor and the Committee, and upon 10 business days' notice to the Sexual Abuse Claimant and its counsel of record, any person identified in a Sexual Abuse Proof of Claim who is alleged to have witnessed, committed, or otherwise had knowledge of, any act of abuse against the claimant;
- ix. Any person who is alleged by the Sexual Abuse Claimant to be responsible, financially or otherwise, whether in the Sexual Abuse Proof of Claim or in any complaint or other filings in any lawsuit, for the consequences of any such act of sexual abuse, and any such person's counsel of record;
- x. Any person with the express written consent of the Debtor and the Committee, upon 10 business days' notice to the affected claimants and their counsel of record; and

- xi. Such other persons as the Court may pursuant to subsequent order authorize to access to the Proof of Claim Forms; provided, however, that any such determination shall be made on no less than 10 business days' notice to the affected claimant(s) and their counsel of record.

- d) Notwithstanding the designation of Authorized Parties above, no person or entity may obtain copies of any Proof of Claim Forms submitted by a Sexual Abuse Claimant prior to the execution of a confidentiality agreement substantially in the form attached to the Bar Date Order as **Annex 6** (the "Confidentiality Agreement"). Counsel to the Debtor and the Committee shall only be required to execute a single Confidentiality Agreement on behalf of those entities and their respective clients, which shall be deemed binding on their entire firm and their respective clients. Access to the Proof of Claim Forms submitted by Sexual Abuse Claimants for all other Authorized Parties shall be restricted to the natural person who executes a Confidentiality Agreement and a separate Confidentiality Agreement must be signed by each natural person seeking access to the Proof of Claim Forms submitted by Sexual Abuse Claimants on behalf of an Authorized Party.

- e) Authorized Parties in possession of any Proof of Claim Forms submitted by Sexual Abuse Claimants shall keep the Proof of Claim Forms confidential and shall not use or disclose any information provided in any Proof of Claim Forms submitted by Sexual Abuse Claimants except in accordance with the terms of the Confidentiality Agreement or pursuant to an order of this Court, unless the claimant has elected to make his or her Proof of Claim Forms public by indicating such consent in Part 1 of the Sexual Abuse Proof of Claim Form.

- f) In addition, information in Sexual Abuse Proofs of Claim may be required to be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions. If any such disclosures to governmental authorities are required to be made under this paragraph (f), Sexual Abuse Claimants will be notified at the time of such disclosure.

15. The Claims Agent shall assign to each claimant asserting a Sexual Abuse Claim a unique identifier code and shall maintain a confidential list of the identities of the Sexual Abuse Claimants, their corresponding identifier code, and their respective Proof of Claim Forms.

16. A copy of the General Bar Dates Notice Package, including a copy of the General Bar Date Notice and the General Proof of Claim Form substantially in the forms attached hereto

as **Annex 1** and **Annex 2**, is approved and shall be deemed adequate and sufficient if served by first-class mail at least sixty (60) days prior to the Bar Date on:

- (a) the United States Trustee;
- (b) counsel to each official committee;
- (c) all persons or entities that have requested notice of the proceedings in this chapter 11 case;
- (d) all persons or entities that have filed claims;
- (e) all creditors and other known holders of claims as of the date of this Order, including all persons or entities listed in the Schedules as holding claims;
- (f) all parties to executory contracts and unexpired leases of the Debtor;
- (g) the Internal Revenue Service for the district in which the case is pending; and
- (h) such additional persons and entities as deemed appropriate by the Debtor.

17. The Debtor shall make the following available to the public by posting on the Claims Agent website for this case at <https://dm.epiq11.com/drvc> and by posting on the Debtor's website homepage via a "one click" link under "Diocesan News" and labeled "Claim Deadline Notices and Forms": (i) a notice of the Sexual Abuse Bar Date substantially in the form attached hereto as **Annex 3** (the "Sexual Abuse Bar Date Notice," and together with the General Bar Date Notice, each a "Bar Date Notice" and collectively, the "Bar Date Notices"); (ii) a Sexual Abuse Proof of Claim Form, substantially in the form attached hereto as **Annex 4**; (iii) a list of all priests, deacons and other clergy whom the Debtor knows are the subject of an adverse determination by the Debtor's Diocesan Review Board that an allegation of clergy abuse was made through the Debtor's Independent Reconciliation and Compensation Program, and a list of priests and clergy who served within the Diocese against whom sexual abuse lawsuits have been filed (collectively, the "Accused Clergy") in substantially the form attached hereto as **Annex 7**,

and (iv) the Bar Date Order (together with the Sexual Abuse Bar Date Notice and the Sexual Abuse Proof of Claim Form, the “Sexual Abuse Bar Date Notice Package,” and together with the General Bar Date Package, the “Bar Date Packages”).

18. The Debtor shall provide notice of the Sexual Abuse Bar Date by causing the Sexual Abuse Bar Date Notice Package to be served on the individuals identified in paragraph 19(i)-(viii) below (the “Sexual Abuse Notice Parties”) no later than fifteen (15) business days after entry of the Bar Date Order and by causing the Sexual Abuse Bar Date Notice Package, Sexual Abuse Bar Date Notice, or other notice authorized herein, as applicable, to be published as set forth below.

19. The Sexual Abuse Notice Parties shall include the following:

- (i) All individuals who have filed or ever threatened in writing to file lawsuits against the Diocese that allege Sexual Abuse.
- (ii) All individuals known to the Diocese who contacted the Diocese to report that they were Sexually Abused, whether or not that individual’s claim was considered to be substantiated or unsubstantiated and whether or not the report was written or verbal.
- (iii) All individuals known to the Diocese to whom payment or counseling reimbursement has ever been made by or on behalf of the Diocese or as a result of an allegation of Sexual Abuse, as well as all individuals who participated in any mediation or settlement process with the Diocese but did not enter into a settlement agreement.
- (iv) All individuals known to the Debtor whose names were provided by an Accused Clergy or by any other person who has been alleged to

- have sexually abused a minor (an “Alleged Abuser”) (a) in connection with any interviews, or (b) as part of an investigation of Sexual Abuse.
- (v) All individuals identified on the latest mailing lists of congregants, members, students and residents, as applicable, for (a) each Parish, (b) each School operating within the Diocese including, without limitation, Parish schools, private schools, and schools operated by the Department of Education, Diocese of Rockville Centre, and (c) each affiliated Diocesan ministry. To the extent that the foregoing mailing lists do not include mailing addresses but email addresses, email will be sufficient provided that such e-mail notifications shall be sent no less than six (6) times.
 - (vi) To the extent the Diocese has a record thereof, all individuals who contacted the Diocese about their children or other children being in close contact with an Accused Clergy or an Alleged Abuser or about some problem with the Accused Clergy or the Alleged Abuser and their child or another child.
 - (vii) All individuals whom the Debtor has ever provided or referred to for counseling, spiritual direction, or therapy support related to Sexual Abuse.
 - (viii) Where any of the Sexual Abuse Notice Parties listed above have an attorney of record, notice shall also be sent to the attorney of record.

20. To obtain the information requested above, the Debtor will review all records and documents it has within its possession, custody or control including but not limited to the

archives under Canon 490 related to all Accused Clergy and Alleged Abusers and any Sexual Abuse allegations related to such Accused Clergy and Alleged Abusers as well as the records of the Diocesan Review Board and the Debtor's Independent Reconciliation and Compensation Program. The Debtor will also make a written request (an "Information Request") to each of the Schools, Parishes and Diocesan affiliated ministries (collectively, the "Diocesan Non-Debtor Entities") requesting that they conduct the same review, by letter signed by Bishop John Oliver Barres, in his capacity as the Debtor's officer/director and, if applicable, in his capacity as an officer of the Diocesan Non-Debtor Entity (in the case of any Diocesan Non-Debtor Entity in which Bishop Barres is an officer or director, such request shall be phrased as an instruction). The Debtor shall provide the Committee with copies of any responses to such request/instruction promptly after receipt.

21. Promptly after entry of this Order, the Debtor will search for current addresses and will use third-party mailing list vendors, such as TransUnion or LexisNexis, to update old or outdated mailing information using social security numbers or names and birthdates, and otherwise use reasonable efforts to find current addresses for each individual identified by paragraph 19 and will promptly serve each such individual with the Sexual Abuse Bar Date Notice Package or, with respect to those individuals identified by paragraph 19(v), a Post Card Notification.⁴ Notices that are returned as non-deliverable will be re-mailed to any address indicated by the USPS in the case of an expired automatic forwarding order. Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to obtain a more current address. If any such address is found, the notice will be re-mailed to such addresses. The Debtor will file a declaration (the

⁴ Prior to mailing, all addresses will be checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").

“Declaration”) attesting to the efforts it made to comply with these procedures (which will include copies of each Information Request sent by the Debtor and each of the responses from the Diocesan Non-Debtor Entities) with the Court and serve it on counsel to the Committee within thirty (30) days of service of the Sexual Abuse Bar Date Packages, and shall file additional Declarations and reports monthly thereafter until service on all individuals listed in paragraph 19 has been effectuated. The Declarations shall be filed under seal and shall be subject to Attorneys-Eyes Only. At the same time, the Debtor will provide the counsel to the Committee the names and addresses of all Sexual Abuse Notice Parties and all Accused Clergy. If additional Sexual Abuse Claimants or Accused Clergy or Alleged Abusers are identified to the Debtor after entry of this Order, the Debtor shall, within ten (10) days of conducting the review of the records and documents referenced above and the identification of additional Sexual Abuse Claimants or Accused Clergy or Alleged Abusers, serve a copy of the Sexual Abuse Bar Date Package on the additional Sexual Abuse Notice Parties. The Debtor will provide counsel to the Committee the names and addresses of all subsequently identified Sexual Abuse Notice Parties and Accused Clergy.

22. The Sexual Abuse Bar Date Notice will include the name of each Accused Clergy, identified on **Annex 7**, as well as the name of the Parish or School or other Diocesan Non-Debtor Entity for which the Accused Clergy worked or served, the Accused Clergy’s position within said Parish, School or other Diocesan Non-Debtor Entity, and the time period during which such clergy worked or served. For the purpose of this Order and for notice of the Sexual Abuse Bar Date, Accused Clergy include but are not limited to the individuals listed on **Annex 7**, as well as any others identified during the course of the due diligence efforts required by paragraphs 19 and 20 above. The Sexual Abuse Bar Date Notice shall also include a picture,

at least 3” by 5” in dimension, of each Accused Clergy taken at or close to the time of the Sexual Abuse, to the extent that the Debtor has such a picture. If a picture from such time period is not available, a photograph from a different time period will suffice. It shall also include the following disclaimer:

This list is not exhaustive. There may be additional priests or clergy who may have committed acts of Sexual Abuse but on whom the Diocese does not have a report or for whom the Diocese determined that an allegation of Sexual Abuse was not substantiated. In addition, the list does not include other potential offenders who are not members of the clergy, such as teachers, nuns, or religious order priests. The fact that this list may not include the name of the Accused Clergy who sexually abused you does not mean that you should not file a Sexual Abuse Proof of Claim Form.

23. For Sexual Abuse Claimants who are represented, the Debtor shall serve the Sexual Abuse Bar Date Packages to their attorneys of record. All other Sexual Abuse Claimants shall be served, first class mail, at their last known home address, after the Debtor has used reasonable efforts to locate a current address for each Sexual Abuse Claimant by social security number, name and birthdate, or otherwise. The names and addresses of all parties served (including any updated addresses which were discovered when mail was returned or otherwise) shall be included on the proof of service, and the proof of service should be filed under seal, with a copy provided to counsel to the Committee, pursuant to Attorneys Eyes Only Designation.

24. Beginning no later than ten (10) days after the date of entry of this Order and through and including the Bar Date, the Debtor, any Parish and each Diocesan affiliated ministry will post a link on their respective websites to the General Claims Bar Date Notice and General Proof of Claim form, and to the Sexual Abuse Claims Bar Date Notice and the Sexual Abuse Proof of Claim form. In addition, sixty (60) days prior to the Bar Date, the Debtor will send a direct email to the registered Catholic households within the Diocese with a direct link to the

General Claims Bar Date Notice and General Proof of Claim form, and to the Sexual Abuse Claims Bar Date Notice and the Sexual Abuse Proof of Claim form.

25. Service of the Bar Dates Notice Package in the manner set forth in this Order is and shall be deemed to be good and sufficient notice of the Bar Dates to all known claimants.

26. The Debtor shall also mail a copy of the Bar Date Notice to the following on the Debtor's stationary and shall request that the party post the Bar Date Notice in a prominent place until the expiration of the Bar Date: (a) the Attorney General of the State of New York, and (b) for each of the counties of Queens, Suffolk, and Nassau, the district attorney's office, the sheriff's office, any county government center, at least one public health agency (if any), and at least one substance abuse agency or hospital (if any).

27. The Debtor shall also provide notice of the Sexual Abuse Claims Bar Date and the General Claims Bar Date by implementation of the notice plan (the "Publication Notice Plan") set forth on **Annex 8** hereto, within approximately 14 days of entry of this Order.

28. The Debtor and the Claims Agent are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

29. The entry of this order is without prejudice to the right of the Debtor to seek a further order of this Court fixing a date by which holders of claims or interests not subject to the Bar Dates established herein must file proofs of claim or be barred from doing so.

30. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2020
New York, NY

United States Bankruptcy Judge

ANNEX 1

General Bar Date Notice

[The Committee is proposing no changes to this document]

ANNEX 2
General Proof of Claim Form

[The Committee is proposing no changes to this document]

ANNEX 3
Sexual Abuse Bar Date Notice

Notice of Deadline for Filing Sexual Abuse Claims in The Roman Catholic Diocese of Rockville Centre, New York Bankruptcy Case

All Sexual Abuse Survivors Need to File Claims by August 14, 2021

*This is an official notice approved by the Bankruptcy Court.
This is not a solicitation from a lawyer.*

Una versión en español de este aviso está disponible en www.LongIslandChurchClaims.com
o llamando al 1-888-490-0633.

- Please read this notice carefully as it may impact your rights, including the right to compensation, against the Roman Catholic Diocese of Rockville Centre, New York (the “Diocese”) and against its parishes, schools and affiliated ministries (“Diocese Related Entities”).
- Regardless of how old you are today, if you have a claim for Sexual Abuse for which you believe the Diocese is or may be responsible, that occurred before **October 1, 2020**, you must file a claim in this bankruptcy case to preserve your rights.
- A list of diocesan and religious order priests and clergy in the Diocese and Parishes against whom the Debtor or Parishes has vetted reports of Sexual Abuse through the internal processes of the Diocese (the “Accused Clergy”) can be found at www.LongIslandChurchClaims.com.
- You can file a claim using the Sexual Abuse Proof of Claim Form approved by the court (1) by logging on to the following website: [] or (2) by mailing or delivering a hard copy of your Sexual Abuse Proof of Claim to the address listed below.
- No plan of reorganization has been filed as of the date of this notice. However, if a plan to reorganize the Diocese is approved, it could release claims you hold against certain third parties, including against churches, parishes, schools, and other Diocese Related Entities that operate within the Diocese.
- If you have a claim against any such church, parish, school, or other Diocese Related Entity, you may have a claim against the Diocese.
- Your rights and options – **and the deadline to exercise them by** – are explained in more detail in this notice.

BASIC INFORMATION

1. Why was this notice issued?

The Diocese filed a chapter 11 bankruptcy case. The Bankruptcy Court has set a deadline of **August 14, 2021 at 5:00 p.m. (Eastern Time)** for filing claims against the Diocese for sexual abuse.

The Diocese case is filed in the U.S. Bankruptcy Court for the Southern District of New York, and the case is known as *In re: The Roman Catholic Diocese of Rockville Centre, New York* (Bankr. S.D. NY.) The Bankruptcy Court judge overseeing the case is the Honorable Shelley C. Chapman.

The Bankruptcy Court authorized the Diocese to send out this notice. You have the right to file a Sexual Abuse Claim in this bankruptcy case if you were Sexually Abused by persons associated with the Diocese regardless of how old you are today. This includes Sexual Abuse in connection with any entity or activity associated with the Diocese, including schools, churches, parishes, or an affiliated ministry. You are required to file a Sexual Abuse Proof of Claim on or before **August 14, 2021 at 5:00 p.m. (Eastern Time)**.

SEXUAL ABUSE CLAIMS

2. What is considered sexual abuse?

You have a Sexual Abuse Claim if you experienced sexual abuse. A **Sexual Abuse Claim** is defined as follows:

A “Sexual Abuse Claim” is any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Diocese or any other person or entity for whose acts or failures to act the Diocese is or was allegedly responsible.

If you have a claim from other types of abuse, including non-sexual physical abuse, non-sexual emotional abuse, bullying or hazing, you should file a General Proof of Claim (Official Bankruptcy Form 410).

3. Who should file a Sexual Abuse Proof of Claim?

You should file a Sexual Abuse Proof of Claim if you have a Sexual Abuse Claim as defined above. You should file a Sexual Abuse Proof of Claim regardless of whether you:

- Did or did not report your Sexual Abuse to the Diocese or to anyone else;

- Previously filed a lawsuit or asserted claims in connection with the Sexual Abuse;
- Previously had your Sexual Abuse Claim paid in full by the Diocese under a settlement, but you believe you may have additional claims beyond what was agreed to in the settlement agreement;
- Are included in, or represented by, another action with respect to your Sexual Abuse Claim.

You should submit a Sexual Abuse Proof of Claim regardless of your age now or the length of time that has passed since the Sexual Abuse took place.

Do not file a Sexual Abuse Proof of Claim if your claim is based on anything other than Sexual Abuse as defined above. If you have a claim arising from other types of abuse, including non-sexual physical abuse, non-sexual emotional abuse, bullying or hazing, you should consult the *Notice Of Bar Dates For Filing Of General Proofs Of Claim* and file a General Proof of Claim (Official Bankruptcy Form 410).

4. What if I am still not sure if I have a Sexual Abuse Claim?

You should consult with an attorney if you have any questions, including whether you should file a Sexual Abuse Proof of Claim.

5. How can I file my Sexual Abuse Proof of Claim?

A copy of the Sexual Abuse Proof of Claim Form is enclosed. You may also obtain a copy of the form by following the instructions below.

For additional copies of the Sexual Abuse Proof of Claim Form: (a) photocopy the enclosed Sexual Abuse Proof of Claim form; (b) contact the Debtor's claims agent Epiq Corporate Restructuring, LLC's (the "Claims Agent") website for this case at <https://dm.epiq11.com/drvc> or by e-mail at _____ or phone, toll free at 1-888-490-0633 between the hours of 9:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday, or (c) visit the Debtor's website at: [_____].

The Sexual Abuse Proof of Claim must be completed by you and mailed or submitted to the Claims Agent Epiq Corporate Restructuring, LLC's, **by no later than August 14, 2021 at 5:00 p.m. (Eastern Time)** as follows:

- (i) If sent by mail, to U.S. Postal Service mail to The Roman Catholic Diocese of Rockville Centre, New York Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4421 Beaverton, OR 97076-4421, or
- (ii) If sent by hand delivery or overnight courier, send to: hand delivery or overnight mail to The Roman Catholic Diocese of Rockville Centre, New York Claims Processing Center c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005; or

- (iii) If submitted electronically, by using the interface available at <https://dm.epiq11.com/drvc> by following instructions for filing proofs of claim electronically..

Sexual Abuse Proofs of Claim sent by any other means (such as facsimile transmission or email through a different manner than described in (iii) above) **will not** be accepted.

If you have questions you can contact your attorney or call 1-888-490-0633 to speak to the Claims Agent. The Claims Agent can provide information about how to file a claim, but cannot offer any legal advice.

Please note that the Diocese's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.

6. Will my information be kept confidential?

Yes, subject to the limitations described below. The Bankruptcy Court has set up a procedure to protect your privacy. In order to protect your privacy, please do not file your Sexual Abuse Proof of Claim with the Bankruptcy Court. Instead, you must file according to the directions above.

Sexual Abuse Proofs of Claim will not be available to the public unless you choose to release that information by checking the box in Part 1 of the Sexual Abuse Proof of Claim. However, information about your Sexual Abuse Claim will be confidentially provided, pursuant to Bankruptcy Court-approved guidelines, to the following parties:

- The Diocese and its attorneys;
- Certain insurers of the Diocese including authorized claims administrators of such insurers and their reinsurers and counsel;
- Attorneys for the Official Creditors' Committee and its members;
- Attorneys at the Office of the United States Trustee for the Southern District of New York;
- The Claims Agent (Epiq Corporate Restructuring, LLC);
- Any special arbitrator, mediator, or claims reviewer appointed to review and resolve Sexual Abuse Claims;
- Any trustee, or functional equivalent thereof, appointed to administer payments to holders of Sexual Abuse Claims; and
- Such other persons that the Court determines need the information in order to evaluate Sexual Abuse Claims.

Please note that information in your Sexual Abuse Proof of Claim may be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions.

ADDITIONAL INFORMATION

7. How do I report my sexual abuse to the authorities?

Reporting the Sexual Abuse protects other persons. You can learn more about how to report Sexual Abuse at[_____]

Please know that reporting Sexual Abuse is different than filing a claim in the Diocese's bankruptcy case.

8. What happens if I do not file a Sexual Abuse Proof of Claim?

If you fail to submit a completed Sexual Abuse Survivor Proof of Claim to the Claims Agent on or before **August 14, 2021 at 5:00 p.m. (Eastern Time)**, you may not be able to:

- vote on the Diocese's plan of reorganization; or
- receive any compensation in the Diocese's bankruptcy case for your Sexual Abuse Claim.

YOU MAY WANT TO CONSULT WITH AN ATTORNEY REGARDING THIS NOTICE AND WHETHER YOU SHOULD FILE A SEXUAL ABUSE SURVIVOR PROOF OF CLAIM.

ANNEX 4
Sexual Abuse Proof of Claim Form

[The Committee is proposing no changes to this document]

ANNEX 5
The Publication Notice

Sexual Abuse Claims in The Roman Catholic Diocese of Rockville Centre, New York Bankruptcy

Regardless of how old you are today or when the sexual abuse occurred, you need to file your claim so that it is received by 5 p.m. (Eastern Time) on August 14, 2021.

The Diocese of Rockville Center (“Diocese” or “Debtor”) has filed bankruptcy in order to restructure its nonprofit organization. Please read this notice carefully as it may impact your rights against the Diocese and against its parishes, schools and affiliated ministries (“Diocese Related Entities”) and provides information about the case, In re: The Roman Catholic Diocese of Rockville Centre, New York (Bankr. S.D.N.Y.). This notice is a short summary. For more detail, including lists of names of clergy that have been identified in connection with sexual abuse claims, go to www.LongIslandChurchClaims.com or call 1-888-490-0633.

Who Should File a Sexual Abuse Claim?

Anyone who was sexually abused, on or before October 1, 2020, and believes the Diocese may be responsible for the sexual abuse must file a claim. This includes sexual abuse in connection with any entity or activity associated with the Diocese, including schools, parishes, or an affiliated ministry. Sexual Abuse Claims include, but are not limited to: sexual misconduct, touching, inappropriate contact, or sexual comments about a person or other behaviors that led to abuse, and regardless of whether you thought the behavior was sexual abuse or not.

When and How Should I File a Sexual Abuse Claim?

You should file a claim using the Sexual Abuse Survivor Proof of Claim so that it is received by **August 14, 2021 at 5:00 p.m. (Eastern Time)**. **If you do not file a timely Sexual Abuse Claim, you may lose rights against the Diocese and against Diocese Related Entities, including any right to compensation.** If you have a sexual abuse claim against any such Diocesan parish, school or affiliated ministry, you may have a claim against the Diocese. Note that only the Diocese is in bankruptcy. If you have a claim against any Diocese Related Entity, you must take separate action to preserve your rights.

Your information will be kept private. You can download and file a claim at the website or call the toll-free number listed below for help on how to file a claim by mail.

ACT NOW Before Time Runs Out:



File a Sexual Abuse Survivor Proof of Claim.



Have questions? Call or visit the website for more information.



If your claim is approved, you may receive compensation from the bankruptcy.

Your information will be kept private.

ANNEX 6
Confidentiality Agreement

[The Committee is proposing no changes to this document]

ANNEX 7
The Clergy List

[To be provided by the Debtor]

ANNEX 8
Publication Notice Plan

[See Declaration of Dr. Shannon Wheatman]

DECLARATION OF JON R. CONTE, PH.D.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11
	:	
THE ROMAN CATHOLIC DIOCESE OF	:	
ROCKVILLE CENTRE, NEW YORK, ¹	:	Case No. 20-12345 (SCC)
	:	
Debtor.	:	

DECLARATION OF JON R. CONTE, Ph.D.

I, Jon R. Conte, Ph.D., submit the following declaration as my testimony in this matter and state, under penalty of perjury, the following:

1. I am an individual over the age of 21 years and suffer no disability that would interfere with my ability to testify truthfully to the matters set forth herein.
2. I am a Professor Emeritus in the School of Social Work at the University of Washington in Seattle, Washington and Director of the Joshua Center on Child Sexual Abuse Prevention at the University. My academic Curriculum Vitae is attached to this declaration.
3. I have almost four decades in the study of childhood sexual abuse, am published in that area and have trained multidisciplinary audiences on various aspects of childhood sexual abuse, including issues in forensic practice nationally and internationally.
4. Over the course of my career, I have served on a Panel on Child Abuse and Neglect at the National Academy of Sciences; on a research review committee at the National Institute of Mental Health; was the founding President of the American Professional Society on the Abuse of Children; was on the Board of Councilors of the International Society for the

¹ The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

Prevention of Child Abuse and Neglect; and served on State and local committees in Illinois, Washington, and Kentucky.

5. I maintained a small private clinical practice specializing in the treatment of children, youth, and adults with histories of child sexual abuse first in Chicago and then in Seattle after returning to Seattle in 1990. I have evaluated literally thousands of child, youth and adult victims of childhood sexual abuse who allege harms and damages resulting from childhood sexual abuse from the mid-1980s to the present.

6. I have testified as an expert over one hundred and sixty times in Washington, Oregon, California, Arizona, Colorado, Nebraska, New Hampshire, Florida, South Carolina, and British Columbia Canada. I have previously served as an expert to Creditors' Committees in the Bankruptcies of the Archdioceses of Portland and Milwaukee, the Boy Scouts of America and the Roman Catholic Church of the Archdiocese of New Orleans. A partial list of my expert testimony is attached as Appendix 1 to my Curriculum Vitae.

7. I am the Editor of the Journal of Interpersonal Violence and the journal Trauma, Violence, and Abuse. I am generally aware of the research on various aspects of childhood sexual abuse. I have coauthored four manuscripts in the last 12 months. All manuscripts have been based on a review of extensive research on various issues surrounding childhood sexual abuse.

8. I have been retained by the Official Committee of Unsecured Creditors (the "Committee"), subject to Court approval, in this matter to provide expert testimony of various aspects of the current matter.

9. I have reviewed the *Motion of the Debtor for an Order Establishing Deadlines for Filing Proofs of Claim and Granting Related Relief* (the "Bar Date Motion") filed on November

19, 2020 by the Roman Catholic Diocese of Rockville Centre, New York (the “Diocese” or the “Debtor”).

10. The opinions I have reached regarding the Bar Date Motion and the effectiveness of the notice and claim procedures proposed therein summarized below are based on well-established facts about the nature of childhood sexual abuse, its impact on child victims when they become adults, the complexity of the processes involved in individuals making a connection between historical events such as abuse and the ultimate injury, and the nature of abuse by Catholic priests and its impact on victims.

Opinion I. The Bar Date Notice Period Proposed by the Debtor is Not Sufficient.

11. The Debtor has proposed a bar date of February 17, 2021, for which notice will be given following the December 9, 2020 hearing on the Bar Date Motion. The proposed notice period, less than 70-days for the filing of claims, is not sufficient. It establishes an unrealistic, too short in the future date, which does not allow an adult survivor of childhood abuse enough time to consider the potential emotional and other impacts of and ultimately filing a claim. It also does not take into account lead time that it may take to implement a fulsome notice program, as further discussed below.

12. Survivors of abuse are reluctant to disclose their abuse. The research is clear. Delay in disclosure is the norm with only thirty percent of child victims I have studied disclosing immediately. It is well known that most child victims do not disclose until adulthood, often well into adulthood and often even in adulthood disclosure is a difficult and emotionally complex process. Reasons for that are often multiple and there may be more than one reason for reluctance to disclose abuse operative in any given survivor’s experience. My evaluation of child and adult survivors indicates that reasons for non-disclosure include: fear of the

consequences of reporting, stigma associated with being a victim, protecting aging parents who did not know or protect the survivor when the abuse was taking place, not wanting partners or children to know about the abuse or the survivor's own avoidance of the pain associated with memories of the abuse, psychological defenses including denial, dissociation, and other internal defensive process which protect the individual from the pain and distress associated with the memories of abuse or maladaptive coping such as substance abuse which also keeps painful memories and feelings out of awareness.

13. For a survivor of sexual abuse, the act of knowing that he or she was abused, being willing to identify as an abuse survivor, and deciding to take some action is difficult and complex. As is generally understood, disclosure is not a single step but rather a process. Once a claimant has received the notice it is likely that for many it will take a period of reflection. That reflection will include the difficult and painful process of weighting the reasons that they have not previously disclosed or identified themselves as a victim, and considering the implications and enormously significant consequences of completing the Proof of Claim.

14. In addition, it is important to recognize the fact of COVID-19, which is a source of worry and preoccupation, is likely to take mental energy away from the survivor's decision making process about filing a claim. I have had contact with several prior clients who report that the isolation and fear of social distancing has triggered abuse memories and feelings. This time has caused many people to alter how they work and live and what they think about. Therapists have switched clients to video or phone therapy. Millions of Americans including probably some who are claimants are unemployed and preoccupied with how they are going to feed their families.

15. Given these concerns I can see no reason to further abuse Survivors by not

allowing a reasonable time period after they receive notice to reflect seriously and make a decision which one way or the other is likely to have a significant impact on their lives. The August 14, 2021 bar date proposed by the Committee both comports with the window to file claims under the New York Child Victims Act (the “CVA”), and is a reasonable and fair time period assuming the Notice plan is revised to increase targeting of creditors.

Opinion II. The Bar Date Should Be Coterminous with the CVA Claim Deadline.

16. I am informed and believe that sexual abuse survivors have been inundated with a well-publicized extended CVA deadline of August 14, 2021. Imposing an earlier deadline separate from the CVA deadline may easily confuse many claimants who are already facing the very stressful process of acknowledging and filing a claim. The likelihood of confusion is even greater for sexual abuse survivors who may be elderly and / or vulnerable adults, who may have trouble understanding the difference between the CVA Deadline and an earlier bar date established by the Bankruptcy Court, especially in light of the publicity of the extension of the CVA deadline. I believe that setting a bar date earlier than the CVA deadline will result in a substantial likelihood of confusion among survivors regarding their deadline to file claims.

17. Many survivors target their decision to pursue a claim to clearly established deadlines to do so. Based on that target date, survivors begin the steps necessary to come forward including emotional preparation for themselves as well as disclosure to family. Some survivors may also require therapy to prepare. For many, they are articulating and disclosing their abuse for the first time. Just as it takes great emotional and legal work to file a lawsuit asserting abuse, so too does it take great emotional and legal work to file a Sexual Abuse Claim against the Diocese.

18. In this case, survivors may be relying on the extended CVA deadline of August 14, 2021 as a milestone to prepare themselves emotionally for filing a claim against the Diocese. Imposing an earlier deadline gives too little regard for the difficulty encountered by an adult survivor who is compelled to file a claim by a date certain regardless of whether he is emotionally or psychologically ready to do so and, after preparing for the CVA deadline, learns that deadline has been shortened by six months. Setting a much earlier bar date also threatens survivors' ability to disclose their abuse to family members in their own time and manner, and takes away the control over their own stories. Loss of control is a central issue for sexual abuse survivors, and limiting their control over disclosure of their abuse could re-traumatize survivors.

19. Given these potential hardships for survivors, it is my opinion that there is no justification for setting a bar date in this Case other than August 14, 2021, the claim deadline established by the CVA.

Opinion III. An Effective Notice Process Should Directly Target Known and Ascertainable Claimants.

20. The search for claimants may be general and non-targeted or targeted. A targeted search is one that takes the names of individuals who were in institutions, organizations, or parishes where known pedophile priests worked and lived. A targeted means of notice directs notice efforts and resources to individuals who have a higher potential of having a claim than those in large general populations. Non-targeted efforts publish notice to the general population with a large number of people who may not have lived in areas or attended institutions, organizations, or parishes where pedophile priests worked or lived. Non-targeted publication processes are akin to looking for the needle in a haystack. Targeted processes are akin to looking in an area of the haystack where the needle was dropped.

21. A targeted notice procedure has a greater chance of reaching abuse claimants. The Bar Date Motion proposes to serve direct notice of the bar date on all parties to pending litigation with the Debtor, and otherwise utilize publication notice to reach claimants including abuse claimants.² Debtor has the names of parish families and children who attended parish schools, church camps and other facilities and likely has personally identifying information that can be used to obtain current addresses. In particular, they have this information and they also have information where a pedophile Priest or other adult for whom the Diocese is responsible was abusing children; these families and individuals should be targeted for notice. Identifying the cumulative lists of alumni of schools, parishes, and other organizations/facilities where accused and known pedophile priests lived and worked is what I would call a targeted notice. This targeted notice effort allows Debtor to invest in a notice process which in fact has a high potential of contacting claimants and avoids providing notice which either goes unnoticed by claimants (*e.g.* because it is lost in the overload of the current information explosion) or is noticed by individuals who have no claim.

22. The importance of identifying families and children who attended organizations and facilities where known pedophile priests lived and worked cannot be overlooked in seeking to identify claimants. Far from being an impulsive act by offenders, sexual abuse of children is most typically undertaken by individuals who have long histories of practicing their predilections, identifying vulnerable children, and repeatedly using their power to abuse multiple children. In my experience evaluating victims of those in religious life, never have I seen a case where only one child is known to have been abused by an offender. These offenders take efforts to use their position of power and authority and the significant role they play in family and

² The Debtor will also serve “all known potential claimants”, which are not identified as including abuse claimants. Bar Date Motion, p. 14 and 71, ¶16.

community life to form relationships with adults who would otherwise protect children, to lull the adults into believing that their children are safe with the offender; and by using their position, authority and the relationship with the child to gain sexual access to the child and maintain secrecy.

Opinion IV. Direct Notice and Cued Recall are Likely to Increase Responses.

23. Fair notice requires that first the claimant be in fact exposed to the notice. Then it requires that the claimant identify himself as a person belonging to the group of people for whom the notice is intended. Then the individual must realize whether s/he in fact experienced abuse and that s/he has been harmed by it (*i.e.* that it did in fact cause problems in his/her life), and in order to do any of this s/he must be able to overcome the natural avoidance and defense mechanisms which has afforded a feeling of protection over a lifetime from dealing with the pain and negative effects of the abuse. Finally, s/he has to come to a decision that making a claim will outweigh all the negative costs (*e.g.*, feelings of guilt or shame, or demands on psychological energy and time) of acknowledging and being identified as a victim of childhood sexual abuse. Notice must be sufficiently powerful, frequent, and culturally and psychologically sensitive so as to overcome the damage done by the abuse that serves to make claimants avoidant, unaware, or reluctant to disclose; otherwise it will fail to trigger the remembering or identifying of relevant experiences.

24. When sexual abuse is perpetrated by a person in authority, especially God's representative on earth in the person of the Catholic priest, the child is unable or unwilling to tell others about the abuse. In some cases the priest who has abused the child has then instructed the child to make a confession to him for the abuse as if the child were the person who had sinned. At the same time, occasionally in my evaluation of individuals abused by priests, the individual

reports having told someone, such as a parent, and not having been believed or having been punished for saying such bad things about a man of God. Like all mental skills, denial, minimization, avoidance and rationalization become ways that the child victim pushes the sexual abuse from conscious memory. Many people I have evaluated report that they did not think about the sexual abuse for years, even decades, after the last incident of sexual abuse.

25. Stimulated or cued recall is likely to increase responses by Survivors. Survivors who sees a list of pedophile priests that includes their abuser are more likely to trust their recollection of the abuse and have more confidence that their own credibility will not be challenged, thereby encouraging them to file a claim. The Diocese should make available the names of all priests and clergy against whom abuse claims were made, including pictures of such priests and clergy as they looked at the time of the reported abuse, names of specific parishes or schools or other institutions where the Debtor knows such priests or clergy were or where numerous allegations have already arisen and the time periods over which abuse was likely to have taken place. That information will increase the ability of claimants to know what conduct, taken place in what setting, and by which individuals is the focus of the notice. For example, one preamble to a notice might read "If you were a student at (Name of School) during the years X to Y and had contact with Father W, this information may apply to you."

26. Debtor proposes to publish the announcement twice in 21 local newspapers in New York and in the national editions of The New York Times, The Wall Street Journal, and USA Today. Certainly small advertisements in newspapers are going to be inadequate. Repeated notice in behaviorally specific language will be necessary before claimants understand that it is in fact what happened to them in childhood that is being addressed in the notice and provide them ample time to overcome resistance to disclosure and to consider the impact of disclosure.

Non-targeted means of publication such as newspapers or church bulletins and bulletin boards are of necessity going to require publication on a more frequent basis and over a longer duration before claimants are likely to notice and decide to respond to such notices. Importantly, publication in newspapers is not likely to connect with a large number of claimants. Only a small percentage of the adult population gets information from newspapers.

27. The use of websites and direct communication with alumni should be implemented. Direct contact via U.S. Mail, email, or social media with these alumni individuals and families is likely the most productive, fair, and reliable procedure for notice. Notice should include a statement that alumni or their families who do not themselves have claims but know of individuals who may have been abused but moved away from the area should be encouraged to forward information to those individuals.

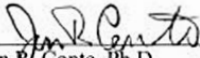
Opinion V. Considerations of Reasonable Person vs. Average Abuse Survivor Standard.

28. The notice of bar date for proof of abuse claims has to be powerful and relatively persistent for it to come to the awareness or attention, and then be understood, by claimants. It can be argued that the claimants in most need of powerful targeted notice are those most significantly damaged by the abuse and therefore more likely to suffer symptoms that make seeing and understanding the notice most difficult.

29. What constitutes fair notice for the average person may not constitute fair notice for a person abused by a priest. As outlined above, the nature of sexual abuse, its impact on the individual, abuse by a religious figure to a Catholic child in a Catholic family, and the efforts of the abused person to manage or defend against the impact of the abuse (e.g. by denying that what was done to him/her was in fact "abuse" or the use of drugs to obliterate memories of the abuse)

makes the position of the abuse survivor unlike that of a reasonable average person. In my expert opinion, the standard is not that of an average person but rather the typical abused person. Accordingly, the question of fair notice should be addressed in the context of the unique needs of survivors who have suffered the effects of childhood sexual abuse by clergy.

Pursuant to 28 U.S.C. sec. 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of knowledge and belief. I executed this Declaration on November 30th, 2020 at Whidbey Island, WA.


Jon R. Conte, Ph.D.

DECLARATION OF SHANNON R. WHEATMAN, PH.D

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

THE ROMAN CATHOLIC DIOCESE OF
ROCKVILLE CENTRE, NEW YORK,¹

Debtor.

Chapter 11

Case No. 20-12345 (SCC)

**DECLARATION OF SHANNON R. WHEATMAN, PH.D. IN SUPPORT OF THE
OBJECTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
TO THE MOTION OF THE DEBTOR FOR AN ORDER ESTABLISHING
DEADLINES FOR FILING PROOFS OF CLAIMS AND GRANTING RELATED
RELIEF**

I, Shannon R. Wheatman, being duly sworn, hereby declare as follows:

1. I am the President of Kinsella Media, LLC ("KM"), an advertising and notification consulting firm in Washington, D.C. specializing in the design and implementation of class action and bankruptcy notification programs. My business address is 2101 L Street NW, Suite 800, Washington, D.C. 20037.

2. I submit this declaration ("Declaration") in support of the *Objection of the Official Committee Of Unsecured Creditors to the Motion of the Debtor For An Order Establishing Deadlines For Filing Proofs Of Claims; And Granting Related Relief* (the "Objection").

3. The Official Committee of Unsecured Creditors (the "Committee") asked KM: (i) to review the Debtor's Notice Plan with respect to the overall adequacy and efficacy of the selected media, as well as the readability and effectiveness of the notice itself, and (ii) if appropriate, to provide recommendations for a more effective media program.

¹ The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

4. In my opinion, the Debtor's Notice Plan does not adequately notify unknown Sexual Abuse Claimants. The Debtor's Notice Plan reaches fewer Sexual Abuse Claimants than appropriate; does not provide enough opportunities for Sexual Abuse Claimants to see an actual notice; and fails to use media, such as television, that is critical to reaching older Sexual Abuse Claimants – who should be a primary target of this notice effort.

5. It is my strong professional belief that claims arising from a personal injury are the most serious claims that can be filed in bankruptcy and that any attempt to set a time deadline to bar these claims requires the appropriate standard of notification.

6. For this reason, I find the Debtor's Notice Plan inadequate in notifying Sexual Abuse Claimants.

7. This Declaration will describe my experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the notice effort.

8. Except as otherwise noted herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, the information provided by the Committee, and my associates and staff. The information set forth herein is of a type reasonably relied upon in the fields of advertising, media, and communications. If called upon to testify, I would testify competently to the facts set forth in this Declaration. I am authorized to submit this Declaration.

RELEVANT EXPERIENCE

9. KM has developed and directed some of the largest and most complex national notification programs in the United States. The scope of KM's work includes notification programs in bankruptcy, antitrust, consumer fraud, mass tort, and product liability litigation. I

have developed or consulted on over 600 notification programs, and KM has placed over \$450 million in media notice. KM has implemented notice programs reaching people in 72 languages in 214 countries.

10. I have served as a qualified legal notice expert in litigations involving class actions and bankruptcies. State and federal courts have accepted my analyses and expert testimony regarding whether the information is effectively communicated to people.

11. I have worked as an expert with respect to legal noticing in the following bankruptcy cases: In re The Roman Catholic Church of The Archdiocese of New Orleans, No. 20-10846 (Bankr. E.D. La.); In re Boy Scouts of America and Delaware BSA, LLC, No. 20-10343 (Bankr. D. Del.); In re PG&E Corp., No. 19-30088 (Bankr. N.D. Cal.); In re Think Fin., LLC, No. 17-33964 (Bankr. N.D. Tex. Oct. 23, 2017); In re Energy Future Holdings Corp., No. 14-10979 (Bankr. D. Del.); In re Garlock Sealing Tech. LLC, No. 10-31607 (Bankr. W.D.N.C.); In re SCBA Liquidation, Inc., f/k/a Second Chance Body Armor, Inc., No. 04-12515 (Bankr. W.D. Mich.); and In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).

12. In addition to this bankruptcy case experience, I have testified in court as an expert in legal noticing in the following cases: In re The Roman Catholic Church of The Archdiocese of New Orleans, No. 20-10846 (Bankr. E.D. La.); In re Boy Scouts of America and Delaware BSA, LLC, No. 20-10343 (Bankr. D. Del.); In re Chinese-Manufactured Drywall Prods. Liab. Litig., MDL No. 2047 (E.D. La.); In re Think Finance, LLC, No. 17-33964 (Bankr. N.D. Tex.); In re Volkswagen "Clean Diesel" Marketing, Sales Practices & Prods. Liab. Litig., MDL No. 2672 (N.D. Cal.); State v. Farmer Grp. Inc., No. D-1-GV-02-002501 (D. Ct. Tex., Travis Cty.); Scharfstein v. BP West Coast Prods., LLC, No. 1112-17046 (Cir. Ct. Or.); Spillman v. RPM Pizza, Inc., No. 10-349 (M.D. La.); PRC Holdings, LLC v. East Res., Inc., No. 06-C-81 (Cir. Ct. W. Va.);

Guidry v. Am. Pub. Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish); Webb v. Liberty Mut. Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark); and Beasley v. Reliable Life Ins. Co., No. CV-2005-58-1 (Cir. Ct. Ark).

13. I have been deposed as an expert in legal noticing in In re Think Finance, LLC, No. 17-33964 (Bankr. N.D. Tex.); Hale v. CNX Gas Co., LLC, No. 10-CV-59 (W.D. Va.); and Thomas v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).

14. I have worked as an expert in the following cases in New York: Blessing v. Sirius XM Radio, Inc., No. 09-CV-10035 HB (S.D.N.Y.); In re LIBOR-Based Financial Instruments Antitrust Litig. (Barclays Bank, Citibank, Deutsche Bank and HSBC settlements), MDL No. 2262 (S.D.N.Y.); In re NYC Bus Tour Antitrust Litig., No. 13-CV-0711 (S.D. N.Y.); Precision Associates, Inc. v. Panalpina World Transport, No. 08-CV-00042 (E.D.N.Y.); In re Parking Heaters Antitrust Litigation, No. 1:15-mc-00940 (E.D. N.Y.); and In re Municipal Derivatives Antitrust Litig., MDL No. 1950 (S.D.N.Y.).

15. I have worked as an expert in the following cases involving sexual abuse survivors: In re The Roman Catholic Church of The Archdiocese of New Orleans, No. 20-10846 (Bankr. E.D. La.); In re Boy Scouts of America and Delaware BSA, LLC, No. 20-10343 (Bankr. D. Del.); Dolmage v. Province of Ontario, No. CV-09-376927 (Ont. S.C.J.) (involving former residents of the Huronia Regional Centre, open from 1945-2009, for people with disabilities); Clarke v. Province of Ontario, No. CV-10-411911 (Ont. S.C.J.) (involving former residents of the Rideau Regional Centre, open from 1969-2009, for people with disabilities); and In re Residential Schools Class Action Litig., No. 00-CV-19259 (Ont. S.C.J.) (involving individuals who attended a Canadian Indian residential school system since 1879 and their heirs).

16. I have worked as an expert on some of the largest and most complex national

notification programs in the country, including, without limitation: In re Domestic Airline Travel Antitrust Litig., MDL No. 2656 (D.D.C.) (involving notice to over 100 million airline passengers); In re Volkswagen “Clean Diesel” Marketing, Sales Practices & Prods. Liab. Litig., MDL No. 2672 (N.D. Cal.) (involving notice to over 700,000 Volkswagen, Porsche, and Audi owners/lessees); Precision Assocs., Inc. v. Panalpina World Transport, No. 08-CV-00042 (E.D.N.Y.) (involving notice to millions of freight forwarding customers); In re Transpacific Passenger Air Transp. Antitrust Litig., MDL No. 1913 (N.D. Cal.) (involving notice to millions of international airline passengers); In re Dynamic Random Memory Antitrust Litig., MDL No. 1486 (N.D. Cal.) (involving notice to over 100 million consumers); In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.) (involving notice to millions of indirect purchasers); In re Target Corp. Customer Data Sec. Breach Litig., MDL No. 14-2522 (D. Minn.) (involving notice to over 40 million consumers); In re Sony Gaming Networks & Customer Data Sec. Breach Litig., No. 11-MD-2258 (S.D. Cal.) (involving notice to over 70 million user accounts).

17. My qualifications include expertise with respect to the form and content of notice. For example, while serving with the Federal Judicial Center (“FJC”), I played an integral part in the development of the illustrative, “model” forms of notice designed to satisfy the plain language requirements of Federal Rule of Civil Procedure 23(c)(2). This research formed the basis for my doctoral dissertation, *The Effects of Plain Language Drafting on Layperson’s Comprehension of Class Action Notices* (2001) (Ph.D. dissertation, University of Georgia). To assist judges and attorneys, both in state and federal courts, the FJC posted the notices at www.fjc.gov.

18. In addition to extensive experience in the design and implementation of noticing programs in a variety of bankruptcy and class action litigation, I have authored and co-authored articles on notice and due process. I believe that notice and due process depend upon clear

communication with the affected people and have stated this position in my publications. See, e.g., Shannon R. Wheatman & Katherine M. Kinsella, *International Class Action Notice*, WORLD CLASS ACTION: A GUIDE TO GROUP AND REPRESENTATIVE CLASS ACTIONS AROUND THE GLOBE 673–86 (Paul Karlsgodt ed., 2012); Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, PRIVATE ENFORCEMENT OF ANTITRUST LAW IN THE UNITED STATES: A HANDBOOK 338–48 (Albert A. Foer & Randy M. Stutz eds., 2012); Shannon R. Wheatman & Terri R. LeClercq, *Majority of Class Action Publication Notices Fail to Satisfy Rule 23 Requirements*, 30 REV. LITIG. 53 (2011); Katherine Kinsella & Shannon R. Wheatman, *Class Notice and Claims Administration*, THE INTERNATIONAL PRIVATE ENFORCEMENT OF COMPETITION LAW 264–74 (Albert A. Foer & Jonathan W. Cuneo eds., 2010); Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, *Do you really want me to know my rights? The ethics behind due process in class action notice is more than just plain language: A desire to actually inform*, 18 GEO. J. LEGAL ETHICS 1359 (2005); and Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The “Desire-to-Inform” Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006).

DEBTOR’S NOTICE PLAN

Direct Notice

19. The Notice Procedures for this chapter 11 case with respect to holders of Sexual Abuse Claims should successfully reach and inform known and unknown claimants of the deadline and process for filing proofs of claim.

20. The Debtor’s Notice Plan proposes mailing the Bar Dates Notice Package by first-class United States mail, postage prepaid (or equivalent service), to: (a) all known potential claimants, including all entities listed in the Schedules as potentially holding claims; (b) the U.S.

Trustee; (c) counsel to the Committee; (d) all parties that have requested notices in this chapter 11 case pursuant to Bankruptcy Rule 2002; (e) all counterparties to executory contracts and unexpired leases of the Debtor listed in the Schedules or their designated representatives (including all parties to rejected executory contracts and unexpired leases); (f) all parties to pending litigation with the Debtor; (g) the Internal Revenue Service for this District; (h) the attorney general for the State of New York; (i) all other entities listed on the Debtor's matrix of creditors; and (j) all parties that have filed proofs of claim in this chapter 11 case as of the date of entry of the Bar Date Order.

21. No address updating protocols are mentioned in the Debtor's Notice Plan. I recommend the following:

(a) Prior to mailing, all addresses should be checked against the National Change of Address ("NCOA")² database, which is maintained by the United States Postal Service ("USPS").

(b) Notices that are returned as non-deliverable should be re-mailed to any address indicated by the USPS in the case of an expired automatic forwarding order. Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, should be further searched through a third-party vendor to obtain a more current address. If any such address is found, the notice should be re-mailed to such addresses.

22. I have designed hundreds of notice programs that included some form of direct notice. In many cases, notice is sent via mail or email to an over-inclusive population that may include potential claimants. In these instances, a postcard notice is often used to provide cost-efficiency. Based on information provided by Rust Consulting, Inc. ("Rust"), a claims

² The NCOA database contains records of all permanent changes of address submissions received by the USPS for the last four years.

administration firm who is a sister company of KM, the cost to print and mail a postcard is 0.38 cents per record.

23. Additionally, third-party mailing list vendors, such as TransUnion or LexisNexis, can be useful in updating old or outdated mailing information. These vendors can take the name and social security number or name and birthdate of a former student and provide a current mailing address. Based on information provided to me by Rust, the cost for this address search is 0.25 cents per record.

Publication Notice

24. The Debtor's Notice Plan includes limited paid media to reach potential claimants who do not receive direct notice. The Debtor's paid media program includes two insertions in three national newspapers (*The New York Times*, *The Wall Street Journal*, and *USA Today*) and two insertions in 21 local daily, community, religion, and ethnic newspapers (*Newsday*, *The National Catholic Register*, *The National Catholic Reporter*, *Long Island Catholic*, *Fe Fuerza Vida*, *Long Island Business News*, *The Northport Observer*, *Port Times-Record*, *Merrick Herald Life*, *The Smithtown News*, *The Village Times Herald*, *The Garden City News*, *Bellmore Herald Life*, *Smithtown Messenger*, *The East Hampton Press*, *The Suffolk Times*, *The Southampton Press-Eastern*, *Long Beach Herald*, *Mineola American*, *Rockville Centre Herald*, and *Long Island Herald*).

Reach of Claimants

25. As explained in further detail below, credentialed and experienced notice experts use industry-vetted data and methodologies to calculate how well selected media penetrates a target audience and the average number of opportunities that the audience has to see the notice. A target audience is a group of people with shared demographic characteristics such as age, income,

or purchasing habits, for example, that is the intended recipient of an advertising message or notice. Paid media is purchased and measured based on demographic targets because people with similar demographics consume similar forms of media.

26. These calculations are estimates expressed as *reach* and *frequency*. *Reach* is the estimated percentage of a target audience that is exposed one or more times through a specific media vehicle or a combination of media vehicles within a given period. *Frequency* is the estimated average number of opportunities an audience member has to see the notice (such as seeing a notice in a newspaper or on television).

27. Because the identities of many Sexual Abuse Claimants are unknown, notice professionals rely on paid media to provide notice. Notice programs (i) identify “target” audiences by demographics, such as age; and (ii) seek to “reach” as high a percentage of individuals in that age bracket, providing as many opportunities to see the notice as is reasonable.

28. The Debtor’s Notice Plan did not provide reach and frequency measurements for the Court to consider in evaluating its notice program. KM reviewed media survey data and found that if notice is published in the national editions of *The New York Times*, *The Wall Street Journal*, and *USA Today*, and every daily newspaper in New York,³ you would achieve the following:⁴

³ There are 37 daily accredited local New York newspapers.

⁴ KM subscribes to media survey data through MRI-Simmons. MRI-Simmons is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media. MRI-Simmons provides a single-source of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics. MRI-Simmons produces an annual Doublebase, a study of more than 50,000 adults providing two full years of data. It provides the combined reach and frequency for all daily and Sunday newspapers in New York but does not break out the newspapers individually. There are only 37 newspapers in New York that have their circulation and readership audited by third-party verification. The Debtor has included one newspaper in its plan that is audited.

Target Audience	Geography	Reach	Frequency
Adults 18+	Long Island ⁵	22.9%	1.1
	New York	24.4%	1.1
	Nationwide	4.0%	1.6
Adults 35+	Long Island	26.8%	1.1
	New York	28.3%	1.1
	Nationwide	4.0%	1.6
Adults 50+	Long Island	33.3%	1.1
	New York	32.2%	1.1
	Nationwide	4.5%	1.7

29. Of course, the Debtor is only publishing in 21 local newspapers in New York, and only one of them is a daily newspaper, *Newsday* that is included in our media survey data.⁶

30. Even if the paid media portion of the Debtor’s Notice Plan achieves the entire reach noted above, it is my opinion that the reach is insufficient when compared to the reach of other notice programs targeting personal injury claimants.

CASE	REACH	FREQUENCY
<u>In re The Roman Catholic Church of The Archdiocese of New Orleans</u>	95%	4.0
<u>In re Boy Scouts of America & Delaware BSA, LLC, No. 20-10343 (Bankr. D. Del.)</u>	96%	6.5
<u>In re PG&E Corp., No. 19-30088 (Bankr. N.D. Cal.)</u>	95%	8.0
<u>In re Garlock Sealing Tech. LLC, No. 10-31607 (Bankr. W.D.N.C.)</u>	95%	4.4
<u>In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.)</u>	95%	4.0

⁵ Long Island is part of the New York media market which includes the following counties in New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, and Westchester. This media market also covers counties in Connecticut (Fairfield), New Jersey (Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, and Warrant), and Pennsylvania (Pike).

⁶ MRI-Simmons.

CASE	REACH	FREQUENCY
In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.)	91%	3.7
In re Babcock & Wilcox Co., No. 00-10992 (Bankr. E.D. La.)	94%	4.4

Opportunities to See the Notice

31. In addition to my concern about the insufficient reach of the target audiences, equally critical is the low frequency of opportunities to see the notice provided by the Debtor’s Notice Plan. As outlined in the cases cited above, the primary target audience had an average of four opportunities or more to see the notice. It is my strongly held position that the opportunities to see the notice under the Debtor’s Notice Plan are well below what is effective to get the attention of claimants.

Other Notice Procedures

32. The Debtor’s Notice Plan has other components that are not included in the estimate measurements noted above, including posting information on The Roman Catholic Diocese of Rockville Centre, New York’s social media pages and on the case website established by the claims agent.

33. KM agrees that additional notice should occur through the efforts outlined immediately above, but with the exception of the paid media (*i.e.*, newspapers), there is no way to quantify what that reach would be or even guarantee additional reach.

34. Direct mail is important because it is the most effective form of notice when it is actually received by the Sexual Abuse Claimant. However, as discussed below, I have not seen any information that would allow me to quantify the percentage of Sexual Abuse Claimants that would be reached through mail as compared to the reach of a publication notice program to a percentage of the overall population. In comparison, I can quantify the percentage of the overall population that would be reached by a publication notice program.

35. The additional components of the Debtor's Notice Plan identified in paragraph 32 above are certainly worthwhile, but without the ability to measure their reach, they can only be considered supplemental to the paid media program.

DEMOGRAPHICS AND TARGET AUDIENCE SELECTION

I. Demographics and Location of Potential Sexual Abuse Claimants

36. To develop the recommendations for the Publication Notice Plan and to determine how best to reach potential claimants, including those who may no longer reside in Long Island, I reviewed and analyzed various sources of information and data as detailed below. It is my understanding that claims may go back to the late 1950s.

37. In many bankruptcy cases where I have been retained as an expert, I had access to data from the Debtor that provided information on known claimants (*i.e.*, age, gender, city and state of residence). This information would be invaluable in developing an effective media program.

A. Geographic Location

38. The Roman Catholic Diocese of Rockville Centre has parishes in Nassau and Suffolk counties in New York.

39. To determine migration patterns of people who may have moved outside of Nassau and Suffolk counties, I analyzed available U.S. Census data (2005 to 2018).⁷ Migration data is not available for earlier years. The data revealed:

- (a) 284,752 people moved from Nassau and Suffolk counties,
- (b) 46.6% of movers remained in New York,

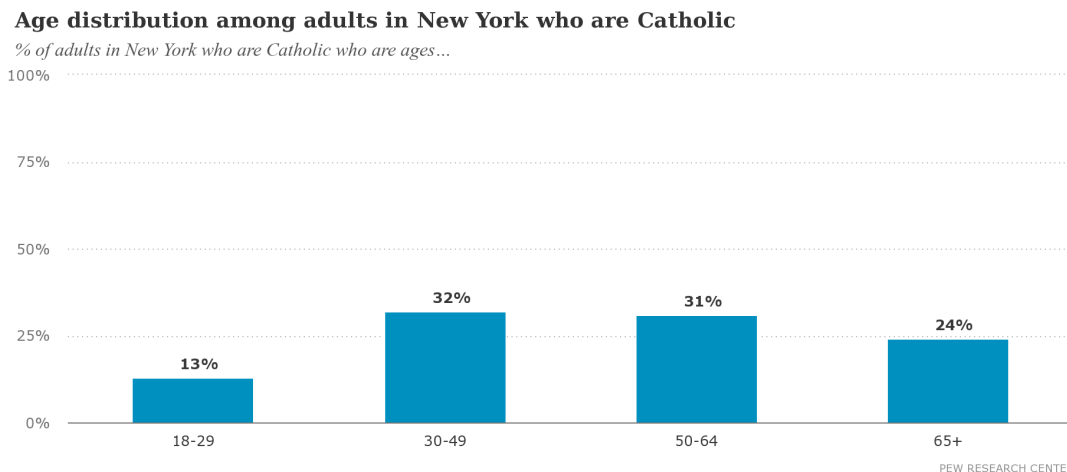
⁷ United States Census Bureau, *County to County Migration Flows*, available at <https://www.census.gov/topics/population/migration/guidance/county-to-county-migration-flows.html> (last visited Nov. 24, 2020).

- (c) 14.0% of people moved within Nassau and Suffolk counties,
- (d) 53.4% moved out-of-state, and
- (e) 23.5% of out-of-state movers went to Florida, Pennsylvania, North Carolina, and New Jersey.

40. Given the time period involved and the fact that 86.0% of movers moved away from Nassau and Suffolk counties, any bar date notice program that satisfies the minimum requirements of due process will need to ensure that Sexual Abuse Claimants, wherever they live, have an adequate opportunity to learn about the bar date deadline.

B. Demographics

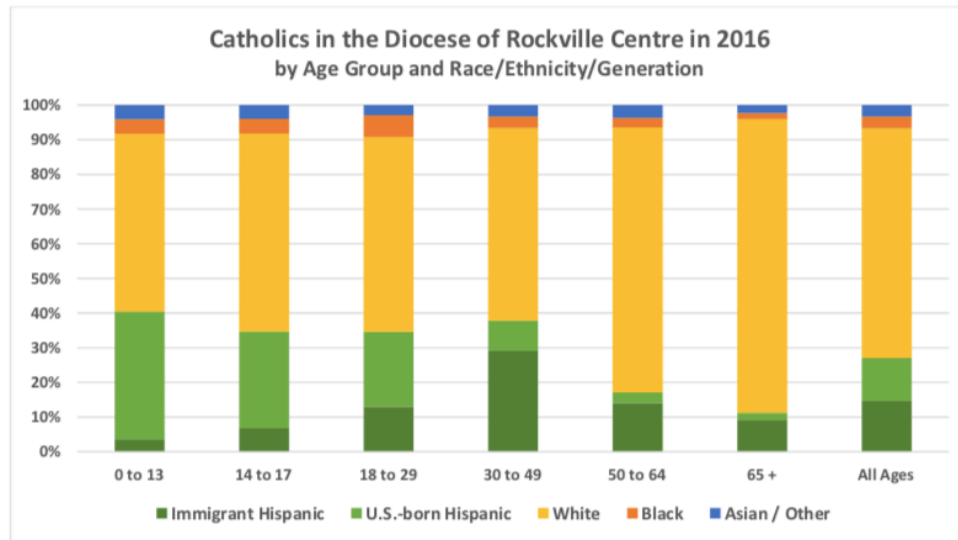
41. The Pew Research Center conducted a survey of Catholics in New York in 2014, which provided information on age distributions.⁸



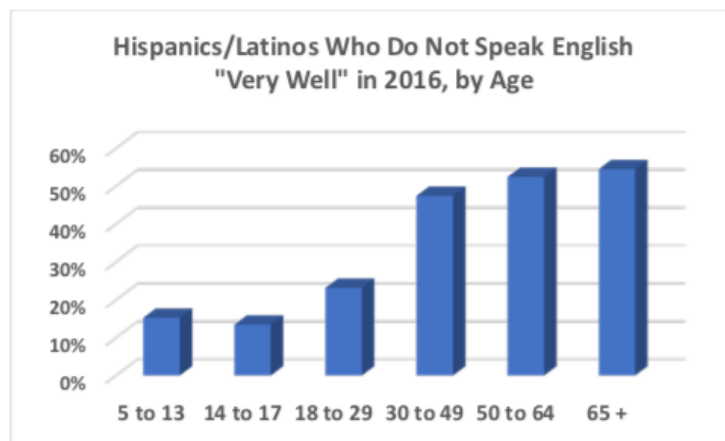
42. Additionally, data about the Diocese of Rockville Centre for 2016 provide information about the ethnicity of Catholics by age.⁹

⁸ Pew Research Center, *Adults in New York who are Catholic*, available at <https://www.pewforum.org/religious-landscape-study/religious-tradition/catholic/state/new-york/> (last visited Nov. 24, 2020).

⁹ V Encuentro, *Key Demographic, Social, and Religious Statistics for the Diocese of Rockville Centre*, available at <https://vencuentro.org/wp-content/uploads/2018/02/214-Rockville-Centre-EN.pdf> (last visited Nov. 24, 2020).



43. The Hispanic population on Long Island is growing. Data indicate 27% of the Diocese of Rockville Centre members are Hispanic. A large number of Hispanics/Latinos speak Spanish, and the older generations are less likely to be fluent in English. The Diocese of Rockville Centre has offered masses in Spanish since the 1950’s and developed programs and ministries for Hispanics since 1968.¹⁰



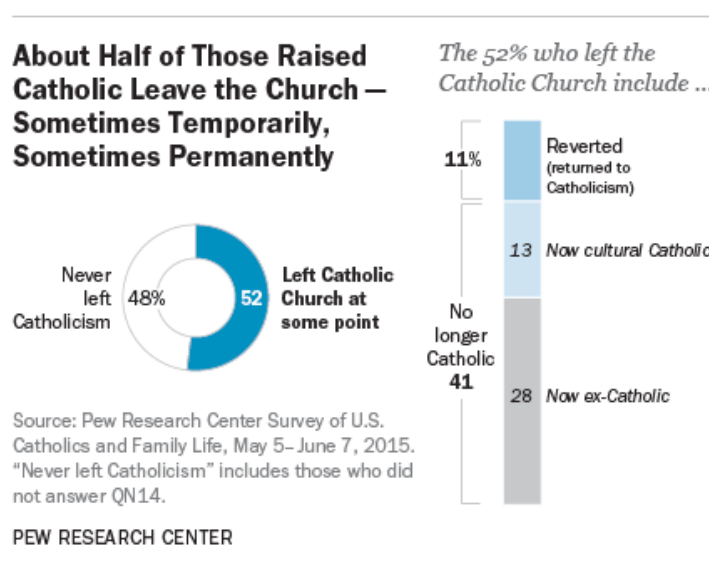
44. Today, the Diocese of Rockville Center also has an Office of Multicultural Diversity that includes the Ministries to Catholics of African Ancestry, the Haitian American

¹⁰ The Roman Catholic Diocese of Rockville Centre, *Hispanic Ministry and Evangelization*, available at <https://www.drvc.org/hispanic/> (last visited Nov. 24, 2020).

Apostolate Ministry, and the Nigerian (Igbo) Apostolate. The Diocese offers masses in Creole.

C. Church Membership Shifts

45. It is important to note that a large number of individuals who were raised Catholic have left the church. In 2015 the Pew Research Center found a high percentage of people raised in the church leave at some point.¹¹ People who left the church are less likely to come across notice on a website or social media page run by the Debtor. Additionally, survivors and their families may be more likely to have left the church because of their experiences.



II. Target Audience: Selection Methodology and Demographics

46. KM employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience. To design the paid media notice segment of the Publication Notice Plan, KM identified and selected demographics that encompass the characteristics of potential claimants. KM analyzed and selected media vehicles for their strength and efficiency in reaching

¹¹ Pew Research Center, *Half of U.S. adults raised Catholic have left the church at some point*, available at <https://www.pewresearch.org/fact-tank/2015/09/15/half-of-u-s-adults-raised-catholic-have-left-the-church-at-some-point/> (last visited Nov. 24, 2020).

these demographic targets and then quantified results to be used in determining the adequacy of the notice.

47. For the purpose of developing profiles of the demographics and the media habits of potential claimants, KM analyzed syndicated data available from MRI-Simmons 2020 Doublebase Study,¹² comScore,¹³ and Nielsen.¹⁴

48. Based on the data analysis provided above, three target audiences were chosen:

- (a) The first target is Adults 18 years of age and older (“Adults 18+”).
- (b) The second target is Adults 35 years of age and older (“Adults 35+”).
- (c) The third target is Adults 50 years of age and older (“Adults 50+”).

49. These target audiences will effectively reach potential claimants, as well as parents/guardians of minor children who are not reached through direct notice of the Sexual Abuse Claims Bar Date.

III. Target Audiences: Media Usage

50. Individuals spend varying amounts of time with different types of media. The following table reflects the target audiences’ media consumption habits:

Media	Adults 18+		Adults 35+		Adults 50+	
	Long Island Media Market					
	Average Use	% of target	Average Use	% of target	Average Use	% of target
Magazines (# read in month)	9.2	70.4%	9.2	75.5%	8.9	77.0%
Newspapers (# read in month)	18.6	40.5%	20.0	45.4%	21.4	50.9%

¹² *Supra* note 4.

¹³ comScore, Inc. is a source of Internet audience measurement for advertising agencies, publishers, marketers, and financial analysts. comScore measures Internet usage and other activity through monitoring software installed on the computers of a panel of approximately two million people. Active in 170 countries, comScore tracks more than three million unique websites.

¹⁴ Nielsen Company is the leading provider of audience measurement and related services worldwide. In the United States, Nielsen’s National TV People Meter service provides audience estimates for all national program sources, including broadcast networks, cable networks, Spanish language networks, and national syndicates.

Radio (hours per week)	15.2	71.6%	14.8	73.4%	15.6	71.3%
Television (hours per week)	32.0	90.0%	35.4	93.6%	40.4	95.7%
Internet (hours per week)	24.7	87.8%	20.6	82.7%	17.9	75.0%

Media	Adults 18+		Adults 35+		Adults 50+	
	New York State					
	Average Use	% of target	Average Use	% of target	Average Use	% of target
Magazines (# read in month)	7.7	72.9%	7.8	77.6%	7.4	80.7%
Newspapers (# read in month)	17.2	42.1%	18.5	45.0%	19.3	49.5%
Radio (hours per week)	16.2	74.4%	16.1	76.0%	14.5	73.8%
Television (hours per week)	32.4	89.3%	35.7	93.0%	39.1	94.5%
Internet (hours per week)	26.9	87.6%	22.3	84.2%	20.3	78.5%

PUBLICATION NOTICE PLAN OVERVIEW

51. The objective of the Publication Notice Plan is to provide fair and adequate notice of the Sexual Abuse Claims Bar Date to potential Sexual Abuse Survivors who may hold Sexual Abuse Claims but whose names, addresses, and identities are not known to the Debtor. Outlined below are components that I believe are necessary to replace the Debtor’s Publication Notice Plan in order to satisfy due process.

52. Considering the high rate of out-of-state moves, I recommend implementing an Expanded Nationwide media program. This would provide due process to potential claimants who live outside of New York. I have provided two options in the chart below.

NOTICE PROGRAM COMPONENT	EXPANDED NATIONWIDE + HEAVY NEW YORK	HEAVY NEW YORK + LIMITED NATIONWIDE
<i>Reach/Frequency</i>	<ul style="list-style-type: none"> • 68% to 71%/2.0 to 3.0 (Nationwide) • 80% to 87%/3.0 to 3.8 (New York) • 88% to 95%/3.7 to 4.9 (Long Island) 	<ul style="list-style-type: none"> • 1.7% to 1.9%/1.0 to 1.1 (Nationwide) • 80% to 87%/3.0 to 3.8 (New York) • 88% to 95%/3.7 to 4.9 (Long Island)
<i>Television (NY)</i>	<ul style="list-style-type: none"> • Heavy TV in Long Island media market 	<ul style="list-style-type: none"> • Heavy TV in Long Island media market
<i>Ethnic Radio (NY)</i>	<ul style="list-style-type: none"> • Hispanic/Creole 	<ul style="list-style-type: none"> • Hispanic/Creole
<i>Consumer Magazines</i>	<ul style="list-style-type: none"> • National edition of 5 consumer magazines 	<ul style="list-style-type: none"> • National edition of 5 consumer magazines
<i>National Newspaper</i>	<ul style="list-style-type: none"> • New York Times 	<ul style="list-style-type: none"> • New York Times
<i>Community Newspapers (NY)</i>	<ul style="list-style-type: none"> • Top 5 newspapers in Nassau & Suffolk counties 	<ul style="list-style-type: none"> • Top 5 newspapers in Nassau & Suffolk counties
<i>Religious Newspapers (NY)</i>	<ul style="list-style-type: none"> • 4 Catholic newspapers 	<ul style="list-style-type: none"> • 4 Catholic newspapers
<i>Ethnic Newspapers (NY)</i>	<ul style="list-style-type: none"> • 3 Hispanic • 3 Caribbean newspapers 	<ul style="list-style-type: none"> • 3 Hispanic • 3 Caribbean newspapers
<i>Out of State Newspapers</i>	N/A	<ul style="list-style-type: none"> • Top newspaper in FL, NC, PA, & NJ
<i>National Online</i>	<ul style="list-style-type: none"> • 300 million gross impressions¹⁵ • Catholic Audience Network • Keyword Search Ads 	<ul style="list-style-type: none"> • 3 million gross impressions • Keyword Search Ads
<i>New York Online</i>	<ul style="list-style-type: none"> • 28 million gross impressions • Targeted Online 	<ul style="list-style-type: none"> • 28 million gross impressions • Catholic Audience Network • Targeted Online
<i>Social Media</i>	<ul style="list-style-type: none"> • Facebook, Twitter & LinkedIn 	<ul style="list-style-type: none"> • Facebook, Twitter & LinkedIn
<i>Earned Media</i>	<ul style="list-style-type: none"> • National Press Release 	<ul style="list-style-type: none"> • National Press Release
<i>Community Outreach</i>	<ul style="list-style-type: none"> • Catholic Churches in NY, FL, NC, PA, & NJ • U.S. Prisons • Sexual Abuse Support Groups 	<ul style="list-style-type: none"> • Catholic Churches in NY, FL, NC, PA, & NJ • U.S. Prisons • Sexual Abuse Support Groups
ESTIMATED COST¹⁶	\$1.9 million	\$950,000

¹⁵ Gross impressions are the total number of times a digital ad will be shown. This figure does not represent the total number of unique viewers of the ad, as some viewers will see the ad more than once.

¹⁶ These are hard costs and do not include production costs or agency commissions. Those would need to be provided by the firm implementing the program.

53. Considering the high rate of out-of-state moves, I recommend implementing the Expanded Nationwide media program. This would provide due process to potential claimants who live outside of New York.

54. More details about each component of the Publication Notice Plan and how the program was developed are described below.

55. Based on the target audiences' media consumption habits, KM researched the most appropriate media vehicles for this chapter 11 case. KM also reviewed available television, radio, print, and online opportunities to reach the target audiences.

56. The proposed Publication Notice Plan includes placements in media vehicles whose audiences are more likely to include potential claimants, ensuring coverage across all segments of the target audiences.

IV. Media Components

57. The core of the Publication Notice Plan is paid media,¹⁷ which includes television, radio, print, and online. An earned media¹⁸ program and community outreach are also recommended to amplify the paid media notice and provide additional coverage to allow potential claimants to learn more.

A. Local Television

58. In my opinion, television should be the primary medium used to reach the target audience. Television is not cost-prohibitive on the facts of this case and is essential to ensuring appropriate notice is provided.

59. Television is intrusive, uses audio and visual elements to convey a message, and

¹⁷ Publishers have the right to refuse the Debtor's advertisements. The firm implementing the media program will need to make every effort to have the advertisements placed in the publications but substitutions may be necessary.

¹⁸ Earned media, as opposed to paid media, occurs by disseminating a message about the bankruptcy to the media through a press release without a guarantee that it will appear.

can provide an urgent call to action. Print, although valuable, is informational, passive, and not intrusive. In all of the previous bankruptcy cases noted above in paragraph 30, television was a prominent notice delivery vehicle. Most importantly, consumers trust television more than any other medium.¹⁹ This sentiment is critical when trying to get people who have potential claims to pay attention to the notice and understand the bar date deadline.

60. Television is the most effective and cost-efficient media vehicle to notify potential claimants across all target audiences. Every proposed target audience spends more time with television than with any other type of recommended media.

61. Notice in the form of 30-second local television spots is recommended to be aired throughout the day on local stations covering Long Island. Television spots should run for four to five weeks.

62. Delivery estimates are based on purchasing 187 Adults 50+ Target Rating Points (“TRPs”).²⁰ Television should be bought against the older segment of the target audience since they are the heaviest consumers of this medium. If my recommendations are implemented, television advertising will reach 75% of Adults 50+, 59% of Adults 35+, and 47% of Adults 18+ in the media market covering Long Island.²¹ We recommend also purchasing spots on New Evangelization Television (NET), which offers religious programming in New York.

63. Broadcast channels could include all or some of the following, depending upon availability at the time media is purchased:

¹⁹ “Advertising through traditional mediums is seen as the most trustworthy: 61% of consumers trust TV, print (58%), radio/podcast (45%), and out-of-home (42%).” Clutch, *How Consumers View Advertising: 2017 Survey*, available at <https://clutch.co/agencies/resources/how-consumers-view-advertising-survey-2017> (last visited Nov. 24, 2020).

²⁰ Target Rating Points represent the sum of the ratings delivered by a media vehicle in a schedule. A rating is the percentage of persons in the target who have been exposed to the media vehicles in the schedule. One TRP equals 1% of a given target population.

²¹ Inventory is subject to change at the time of actual placement based on availability and market conditions. Should television delivery fall short due to inventory issues, budget should be re-allocated to radio/Internet in order to make-up delivery.

PROGRAMMING	CHANNELS	
Broadcast Network		
Religious		

B. Ethnic Local Radio

64. Notice in the form of 30-second local radio spots in Spanish and Creole is recommended to run for three to four weeks.

65. Hispanic radio should be used to reach potential claimants who speak Spanish. Radio is the leading reach vehicle/medium used by Hispanics in the U.S., reaching 96% of users on a weekly basis.²² We recommend purchasing 50 spots on WXNY-FM, WSKQ-FM, and WQBU-FM.

66. Radio should also be used to reach potential claimants who speak Creole. We recommend purchasing two million gross impressions on the local streaming radio station, NYK-FM, in New York that offers programming in Creole.







C. Nationwide Print²³

67. KM chose the specific consumer publications listed below for the Publication Notice Plan because they are among the highest-ranking in coverage of the various target audiences.

68. The following consumer publications are recommended:

²² Entercom, *Nielsen's Q2 2019 Total Audience Report: Audio Consumption Stronger Than Ever*, available at <https://entercom.com/insights/nielens-q2-2019-total-audience-report-audio-consumption-stronger-than-ever/> (last visited Nov. 24, 2020).

²³ New York State editions of these consumer magazines can be purchased.

PUBLICATION	AD SIZE	NATIONAL CIRCULATION	SUMMARY
	7.375" x 10"	7,600,000	Published monthly and is the largest-circulating home service magazine in the U.S., featuring a wide-range of home and family subjects.
	7.25" x 10"	4,000,000	Published 10x a year providing food, nutrition, fashion, beauty, relationships, home decorating and home care, health and child care, and consumer and social issues.
	7.65" x 10"	877,463	Published daily and provides comprehensive coverage of the news, from arts and entertainment to sports and science, and from business and technology to dining and home design.
	8" x 9.125"	18,000,000	Sunday newspaper magazine carried in over 750 newspapers (includes 31 newspapers in New York). Carrier newspapers serve major urban and suburban markets in the U.S.
	7.125" x 10"	3,400,000	Bi-weekly publication covering personalities in entertainment, politics, business, and other current events.
	7" x 10"	1,700,000	Published 15 times a year and reports about sports through in-depth articles, photography, and stories.

D. New York Print

69. It is recommended that the Sexual Abuse Publication Notice also appear in the top community newspapers in Nassau and Suffolk counties. Five of these newspapers, noted with an asterisk, were included in the Debtor’s Notice Plan.

NEWSPAPER	CIRCULATION
<i>Gateway Newspapers</i>	12,000
<i>Floral Park Bulletin</i>	8,500
<i>Franklin Square Bulletin</i>	8,500
<i>Port Washington News</i>	8,256
<i>Garden City News*</i>	8,000

<i>Smithtown News*</i>	11,600
<i>Northport Observer*</i>	10,600
<i>Village Times Herald*</i>	9,731
<i>Suffolk Times*</i>	9,689
<i>Long Islander</i>	9,000

70. The Sexual Abuse Publication Notice should also appear in ethnic newspapers in Nassau and Suffolk counties. None of these newspapers were included in the Debtor’s Notice Plan.

NEWSPAPER	LANGUAGE	CIRCULATION
<i>Noticia</i>	Spanish	10,000
<i>La Tribuna</i>	Spanish	25,000
<i>Bilingual News</i>	Spanish	75,000
<i>Everybody’s Magazine</i>	English	29,000
<i>Weekly Star</i>	English	15,000
<i>Caribbean Life</i>	English	46,608

71. The Sexual Abuse Publication Notice should also appear in four Catholic newspapers. All of these newspapers were included in the Debtor’s Notice Plan.

NEWSPAPER	CIRCULATION
<i>The National Catholic Register</i>	41,000
<i>The National Catholic Reporter</i>	100,000
<i>Long Island Catholic</i>	10,000
<i>Fe Fuerza Vida</i>	88,000





E. Online

72. Internet advertising delivers an immediate message and allows the viewer to click on a banner advertisement and instantly be directed to the Claim’s Agent’s website for further information. Banner ads are typically located either at the top or side of a website page. I recommend using animated banner ads, which are more likely to capture viewers’ attention because they include moving images and text.

73. The Expanded Nationwide media program would include delivery of 300 million gross impressions nationally and 28 million gross impression in New York across four online

networks. The limited Nationwide media program would only include three million gross impression delivered nationally which represents a minimum buy. These impressions should be targeted to reach Adults 18+ across various websites.

74. Banner ads should appear on the following online networks²⁴ over four to six weeks. Each network listed below partners with thousands of websites to distribute online ads across their network.

NETWORK	SUMMARY
	Online advertising company and comScore Top 20 Ad Network.
	A global digital media platform that connects advertisers and audiences across all media channels.
	Provides banner and/or video ad placement on a variety of websites, blogs, and other niche sites in Google's network.
	A free, global social networking website that helps people communicate with friends, family, and coworkers.

75. Banner ads should be delivered across devices (desktop, mobile, and tablet). English and Spanish should be delivered on Facebook.

76. Online impressions should also be delivered using the following targeting strategies:

- a) Geo-Targeting: Ads targeted to people visiting areas around Catholic churches with a focus on Long Island.
- b) Behavioral Targeting: Ads targeted to people based on their previous online habits (*i.e.*, if they viewed or searched content related to Roman Catholic Diocese of Rockville Centre, bible studies, Catholicism, Catholic church sexual abuse, sexual abuse, or other related items).

²⁴ Delivery of Internet impressions to specific sites are subject to availability at the time the media is purchased.


- c) Channel/Contextual Targeting: Ads targeted to websites with editorial content that may include Roman Catholic Diocese of Rockville Centre or Catholic church content. Ads would also be targeted to websites that have religious lifestyles, sports, or business/finance/news content.
- d) Re-targeting: Ads targeted to users who previously clicked on an ad about the bankruptcy or previously visited the chapter 11 case website.
- e) Third Party Data: Ads targeted to people based on standard third-party data sources that identify website users as having Catholic beliefs.

77. A third-party ad management platform, such as Integral Ad Science, should be used to audit the digital ad placements. This type of platform helps reduce the investment wasted on fraudulent or otherwise invalid traffic (*e.g.*, ads being seen by ‘bots’ or non-humans, ads not viewable, etc.) and ensure brand safety through the use of whitelisting.²⁵


78. Banner ads should also be delivered via the Catholic Audience Network, a premium ad network consisting of over 500 family-friendly Catholic-oriented sites. This network serves ads to members of Catholic and Christian communities.

F. Social Media to Potential Claimants

79. We recommend delivering ads on three social media networks. In the New York market, 80.4% of Adults 18+, 72.9% of Adults 35+, and 62.8% of Adults 50+ have visited or used social media in the last 30 days. In the Limited Nationwide media program, ads should be targeted to New York as well as the top move to states (Florida, Pennsylvania, North Carolina, and New Jersey). Text, image, and video ads should be purchased on social media networks as follows:

NETWORK	DETAILS
	Newsfeed ads targeted to: (1) users who have an interest in the Catholic Church; Catholicism; Catholic School; Catholic and Proud; Catholic Bible; Catholic Church in the United States; Catholic News Agency; Roman Catholic Devotions; Catholic Relief Services; Archdiocese; and (2) the list of affected churches, ministry centers, and schools.



²⁵ Whitelisting places the ad on selected website domains that are vetted for audience delivery and performance.

NETWORK	DETAILS
	Ads targeted to: (1) Catholic related handles (e.g., (@archdioceseofno, @ClarionHerald, @cnalive, @Catholics4Choice, @CatholicNewsSvc, @USCCB, @CatholicHerald, @CatholicRelief, etc.) and (2) the list of affected churches, ministry centers, schools, etc.

80. To help search engine users locate the Debtor’s chapter 11 case website, we recommend sponsoring links to appear on Google, Bing, and other search partners when searchers enter certain terms (e.g., “Long Island Catholic Church bankruptcy” and “Diocese of Rockville lawsuit”). When a user searches online for one of the specified search terms or phrases, an advertisement will appear on the results page that will point users to the chapter 11 case website.

G. Social Media to Third Parties

81. We recommend ads be delivered on two social media networks to reach professionals who may have contact with potential claimants, including therapists/clinicians, social service agencies/social workers, law enforcement/prison officials, and veterans’ health administrators.

NETWORK	DETAILS
	Newsfeed ads targeted to people with job titles in these categories: (1) Therapist/Clinician, (2) Police Departments/Police and Law Enforcement, (3) Social Service Agencies, and (4) Veterans Health Administration.
	Ads targeted to people with job titles or that belong to groups in the following categories: (1) Therapist/Clinician, (2) Police Departments/Police and Law Enforcement, and (3) Veterans’ Affairs.

V. U.S. Paid Media Delivery

82. For the purpose of evaluating the strength and efficiency of the Publication Notice Plan, KM measured the television, radio, print, and online advertising against the target audiences

to establish the estimated reach of the media program and the estimated frequency of exposure to the media vehicles.

Target Audience	Geography	Reach	Frequency
Adults 18+	Long Island	88.3%	3.7
	New York	80.1%	3.0
	Nationwide ²⁶	68.1%	2.3
Adults 35+	Long Island	91.7%	4.2
	New York	83.4%	3.4
	Nationwide	70.5%	3.0
Adults 50+	Long Island	95.2%	4.9
	New York	87.0%	3.8
	Nationwide	71.4%	2.0

VI. Community Outreach

83. We recommend that the following groups be contacted and asked to share information via email with their members:

GROUP	EST. NUMBER OF CONTACTS
Catholic Churches in New York, New Jersey, North Carolina, Pennsylvania, and Florida	1,572 ²⁷
U.S. Correctional Facility Contacts (wardens, pastors, etc.)	5,086 ²⁸
Sexual Abuse Support Groups	44 ²⁹

²⁶ This reach would only be achieved if the Expanded Nationwide media program was implemented.

²⁷ KM assumes the Diocese could create this list from internal sources. The count was provided by the list vendor, InfoUSA.

²⁸ The number of contacts was provided by the list vendor, Exact Data.

²⁹ The Sexual Abuse Support Groups list was created by KM and would be provided to the Debtor.

VII. Earned Media

84. We recommend a nationwide press release be distributed on PR Newswire's US1 news circuit. A current list of media outlets and websites is available at <https://prnewswire.mediaroom.com/index.php>.

PROPOSED NOTICES

85. I have drafted an alternative Sexual Abuse Publication Notice that is written in plain language. This proposed notice is similar to the ones I helped draft for the Archdiocese of New Orleans and Boy Scouts of America chapter 11 cases.

86. I strongly recommend that the Claim's Agent set up a subpage on the official website specifically for Sexual Abuse Survivors. This page could include all of the notice materials and a list of frequently asked questions. Please see www.OfficialBSAclaims.com for an example. Additionally, a shorter URL that is easy for potential claimants to remember would be preferred (e.g., LongIslandChurchClaims.com). This URL could be redirected to the Sexual Abuse Survivors page of the Claim's Agent's website.

87. One overarching comment I have is to avoid excessive capitalization of text in any of the notices or form because it is detrimental to readability since people recognize words based on their shape, not the actual letters in the words.³⁰

88. The Sexual Abuse Publication Notice is designed to capture the attention of potential claimants with a clear headline and plain language text. This notice provides important information regarding the chapter 11 case and the legal rights available to claimants with respect

³⁰ Ruth Anne Robbins, *Painting with Print: Incorporating Concepts of Typographic and Layout Design into the Text of Legal Writing Documents*, J. Ass'n L. Writing Directors, 109, 115 (2004), available at <https://rucore.libraries.rutgers.edu/rutgers-lib/51105/PDF/1/play/> (last visited Nov. 24, 2020).

to the Sexual Abuse Claims Bar Date and directs readers to the website and toll-free phone number for more information.

89. The Sexual Abuse Bar Date Notice, Sexual Abuse Publication Notice, and the Sexual Abuse Proof of Claim Form should also be translated into Spanish and Creole.

TIMING

90. Implementation of the Publication Notice Plan should commence within approximately 14 days of entry of the Bar Date Order approval, and notice will be completed within approximately 120 days thereof.

91. In order to give potential claimants enough time to learn about the bankruptcy and submit their proof of claim, I recommend that the media program end at least 30 days before the bar date deadline.

CONCLUSION

92. For the foregoing reasons, it is my professional opinion that the Debtor's Notice Plan is inadequate and that the recommendations set forth herein be incorporated in the Debtor's Notice Plan.

I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: December 1, 2020
Souderton, Pennsylvania



Shannon R. Wheatman, Ph.D.
President
KINSELLA MEDIA, LLC

DECLARATION OF KAREN B. DINE, ESQ.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:
THE ROMAN CATHOLIC DIOCESE OF
ROCKVILLE CENTRE, NEW YORK,
Debtor.

Chapter 11

Case No. 20-12345 (SCC)

DECLARATION OF KAREN B. DINE, ESQ.

Pursuant to 28 U.S.C. § 1746, I, Karen B. Dine, hereby submit this declaration (the “Declaration”) under penalty of perjury:

1. I am of counsel at the law firm of Pachulski Stang Ziehl & Jones LLP (“PSZJ”) with an office at 780 Third Avenue, 36th Floor, New York, NY 10017. I am duly admitted to practice law in the United States District Courts for the Southern and Eastern Districts of New York.

2. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. If called as a witness, I would testify as to those facts.

3. The Court has approved PSZJ’s employment as counsel to the Official Committee of Unsecured Creditors (the “Committee”) in The Roman Catholic Diocese of Rockville Centre, New York (the “Diocese” or the “Debtor”) in the above-captioned case (the “Case”) [Docket No. 163].

4. I submit this Declaration in support of the *The Official Committee of Unsecured Creditors’ (A) Objection to the Motion of the Debtor for an Order Establishing Deadlines for Filing Proofs of Claim and Granting Related Relief and (B) Response to LMI’s Response to the Motion* (the “Objection”), filed concurrently herewith.

5. Attached hereto at **Exhibit 1** is a true and correct redline comparing the Debtor's proposed order on its Motion, which was attached to the Motion as Exhibit A, with the Committee's proposed version provided at Exhibit A to the Objection.

6. Attached hereto at **Exhibit 2** is a true and correct copy of the proposed disclosure statement filed on May 26, 2016 in *In re The Archdiocese of Saint Paul and Minneapolis*, Case No. 15-30125 (Bankr. D. Minn.) [Docket No. 656].

7. Attached hereto at **Exhibit 3** is a true and correct copy of the voluntary petition filed on January 16, 2015 in *In re The Archdiocese of Saint Paul and Minneapolis*, Case No. 15-30125 (Bankr. D. Minn.) [Docket No. 1].

8. Attached hereto at **Exhibit 4** is a true and correct copy of the order confirming plan filed on September 25, 2018 in *In re The Archdiocese of Saint Paul and Minneapolis*, Case No. 15-30125 (Bankr. D. Minn.) [Docket No. 1278].

9. Attached hereto at **Exhibit 5** is a true and correct copy of the voluntary petition filed on December 7, 2015 in *In re Diocese of Duluth*, Case No. 15-50792 (Bankr. D. Minn.) [Docket No. 1].

10. Attached hereto at **Exhibit 6** is a true and correct copy of the order confirming plan filed on October 21, 2019 in *In re Diocese of Duluth*, Case No. 15-50792 (Bankr. D. Minn.) [Docket No. 420].

11. Attached hereto at **Exhibit 7** is a true and correct copy of the voluntary petition filed on March 3, 2017 in *In re Diocese of New Ulm*, Case No. 17-30601 (Bankr. D. Minn.) [Docket No. 1].

12. Attached hereto at **Exhibit 8** is a true and correct copy of the order confirming plan filed on March 10, 2020 in *In re Diocese of New Ulm*, Case No. 17-30601 (Bankr. D. Minn.) [Docket No. 371].

13. Attached hereto at **Exhibit 9** is a true and correct copy of the order setting bar date entered on January 7, 2016, setting bar date for May 25, 2016 in *In re Diocese of Duluth*, Case No. 15-50792 (Bankr. D. Minn.) [Docket No. 35].

14. Attached hereto at **Exhibit 10** is a true and correct copy of the order setting bar date entered on March 8, 2017, setting bar date for July 10, 2017 in *In re Diocese of New Ulm*, Case No. 17-30601 (Bankr. Minn.) [Docket No. 33].

15. Attached hereto at **Exhibit 11** is a true and correct copy of the decision and order filed on September 11, 2020 in *In re The Diocese of Buffalo, N.Y.*, Case No. 20-10322 CLB (Bankr. W.D. N.Y.) [Docket No. 546].

16. Attached hereto at **Exhibit 12** is a true and correct copy of the order setting bar date entered on February 5, 2020, setting bar date for August 13, 2020 in *In re The Diocese of Rochester*, Case No. 19-20905 (PRW) (Bankr. W.D. N.Y.) [Docket No. 425].

17. Attached hereto at **Exhibit 13** is a true and correct copy of the decision and order filed on July 29, 2020 in *In re The Diocese of Rochester* Case No. 19-20905 (PRW) (Bankr. W.D. N.Y.) [Docket No. 700].

18. Attached hereto at **Exhibit 14** is a true and correct copy of the order setting bar date entered on November 6, 2020, setting bar date for April 15, 2021 in *The Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663 (Bankr. N.D. N.Y.) [Docket No. 214].

19. In the following Catholic diocesan and religious order cases, the bankruptcy courts' bar date orders imposed very broad bar date direct notice programs to reach potential survivors of sexual abuse:

- a. *In re The Christian Brothers' Institute, et al.*, Case No. 11-22820 (Bankr. S.D.N.Y) [Doc. No. 244] (a true and correct copy of which is attached hereto at **Exhibit 15**);
- b. *In re The Roman Catholic Bishop of Stockton*, Case No. 14-20371 (Bankr. E.D. Cal.) [Docket No. 262] (a true and correct copy of which is attached hereto at **Exhibit 16**);
- c. *In re Archdiocese of Milwaukee*, Case No. 11-20059 (Bankr. E.D. Wis.) [Docket No. 331] (a true and correct copy of which is attached hereto at **Exhibit 17**);
- d. *In re The Roman Catholic Church of the Archdiocese of New Orleans*, Case No. 20-10846 (Bankr. E.D. La.) [Docket No. 461] (a true and correct copy of which is attached hereto at **Exhibit 18**).

20. Attached hereto at **Exhibit 19** is a true and correct copy of the transcript of the Meeting of Creditors on November 5, 2020.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. I executed this Declaration on December 1, 2020 at New York, New York.

/s/Karen B. Dine
Karen B. Dine, Esq.

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Chapter 11
THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK,¹ Case No. 20-12345 (SCC)
Debtor.

ORDER ESTABLISHING DEADLINE FOR FILING PROOFS OF CLAIM AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF

Upon the Motion of the Debtor ~~for~~ an Order Establishing Deadlines for Filing Proofs of Claim and Granting Related Relief (the "Motion")², pursuant to Federal Rule of Bankruptcy Procedure ("Bankruptcy Rule") 3003(c)(3), fixing a deadline and establishing procedures for filing proofs of claim and approving the form and manner of service thereof, and it appearing that the relief requested is in the best interests of the Debtor, its estate, and creditors and that adequate notice has been given and that no further notice is necessary; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Except as otherwise provided herein, all persons and entities, (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) that assert a claim, as defined in Section 101(5) of the Bankruptcy Code, against the Debtor which arose on or prior

¹ The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

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to the filing of the Chapter 11 petition on October 1, 2020 (the "Petition Date"), shall file a proof of such claim in writing or electronically in accordance with the procedures below so that it is received on or before **February 17, 2021, at 5:00 p.m. (prevailing Eastern Time)** (the "General Bar Date"). The General Bar Date applies to all claims other than claims of governmental units and Sexual Abuse Claims.³

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2. Notwithstanding any other provision hereof, (a) proofs of claim filed by governmental units must be filed so that the claim is received on or before March 30, 2021 at 5:00 p.m. (prevailing Eastern Time) (the "Governmental Bar Date"), and (b) proofs of claim for Sexual Abuse Claims, must be filed so that the claim is received on or before August 14, 2021 at 5:00 p.m. (prevailing Eastern Time) (the "Sexual Abuse Claim Bar Date").²

3. Notwithstanding any other provision hereof, claimants must file proofs of claim with respect to amendments or supplements to the Debtor's schedules of assets and liabilities on or before the later of (i) the General Bar Date or the Governmental Bar Date, as applicable and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days from the date on which the Debtor provides notice of previously unfiled schedules of assets and liabilities or an amendment or supplement to the schedules of assets and liabilities (the "Amended Schedules Bar Date").

³ A "Sexual Abuse Claim" is any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Diocese or any other person or entity for whose acts or failures to act the Diocese is or was allegedly responsible.

4. Notwithstanding any other provision hereof, any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a proof of claim based on such rejection on or before the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after entry of the order authorizing such rejection (the "Rejection Bar Date"). For the avoidance of doubt, a counterparty to an executory contract or unexpired lease is permitted to file a single proof of claim on account of -its claims arising under the applicable contract or unexpired lease agreement (including claims for prepetition defaults and rejection damages) by the Rejection Bar Date.

5. The forms of the General Bar Date Notice, attached hereto as Annex 1; the General Proof of Claim Form, attached hereto as Annex 2; the Sexual Abuse Bar Date Notice attached hereto as Annex 3, the Sexual Abuse Proof of Claim Form, attached hereto as Annex 43; the Publication Notice, attached hereto as Annex 54; the Confidentiality Agreement, attached hereto as Annex 6; the clergy list, attached hereto as Annex 7; the Publication Notice Plan, attached hereto as Annex 8.5; and the manner of providing notice of the Bar Dates proposed in the Motion, are approved in all respects.

6. The following procedures for the filing of proofs of claim shall apply:

- (a) General Proofs of Claim must conform substantially to Official Bankruptcy Form No. 410, attached hereto as Annex 2;
- (b) Sexual Abuse Proofs of Claim must conform substantially to ~~Official Bankruptcy Form No. 410, attached hereto as Annex 2, and~~ the Sexual Abuse Proof of Claim Form, attached hereto as Annex 43;
- (c) Proofs of claim must be submitted (i) electronically through Epiq Corporate Restructuring, LLC's (the "Claims Agent") website for this case at <https://dm.epiq11.com/drvc> by following instructions for filing proofs of claim electronically; or (ii) by delivering the original proof of claim either by U.S. Postal Service mail to The Roman Catholic Diocese of Rockville Centre, New York Claims Processing Center c/o Epiq Corporate

Restructuring, LLC P.O. Box 4421 Beaverton, OR 97076-4421, or by hand delivery or overnight mail to The Roman Catholic Diocese of Rockville Centre, New York Claims Processing Center c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005;

- (d) Proofs of claim will be deemed filed only when received by the Claims Agent on or before the applicable Bar Date;
- (e) General Proofs of claim must (i) be signed, (ii) include supporting documentation (if voluminous, attach a summary) or an explanation as to why documentation is not available; and (iii) be in the English language; ~~and~~
- ~~(f) Sexual Abuse Proofs of claim will be available in English and also in Spanish because of the large Hispanic communities in the geographic territory of the Debtor. Sexual Abuse Proofs of claim must (i) be signed, (ii) be in the English or the Spanish language, as applicable, and (iii), if applicable, include supporting documentation;~~
- ~~(g) To be valid, a proof of claim form must be signed by the Claimant. Electronic signatures will be accepted as valid. If the Claimant is deceased or incapacitated, the form must be signed by the Claimant's court-appointed representative or attorney for the Claimant's estate. If the Claimant is a minor, the form must be signed by the Claimant's parent or legal guardian or attorney. Any proof of claim form signed by a representative or legal guardian must attach documentation establishing such person's authority to sign the proof of claim form for the Claimant. The Debtor, in consultation with the Committee, may agree to waive any defects or irregularities as to any Sexual Abuse Proof of Claim; and~~
- ~~(h) Proofs of claim sent by facsimile, telecopy, or electronic mail transmission **will not** be accepted.~~

7. The following persons or entities need not file a proof of claim on or prior to the

Bar Date:

- (a) any person or entity that already has filed a General Claim against the Debtor in a form substantially similar to Official Bankruptcy Form No. 410, provided, however, that any holder of a Sexual Abuse Claim who files a proof of claim on account of a Sexual Abuse Claim using a form substantially similar to Official Bankruptcy Form No. 410 may subsequently be required to complete the Sexual Abuse Proof of Claim Form or otherwise answer additional questions regarding such Sexual Abuse Claim, including the questions set forth in the Sexual Abuse Proof of Claim Form, in connection with the administration of his or her Sexual Abuse Claim;

(b) any person or entity whose claim is listed on the Schedules filed by the Debtor, provided that (i) the claim is not scheduled as “disputed”, “contingent”, or “unliquidated” and (ii) the claimant does not disagree with the amount, nature and priority of the claim as set forth in the Schedules;

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(c) any holder of a claim that heretofore has been allowed by Order of this Court;

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(d) any person or entity whose claim has been paid in full by the Debtor; and

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~~(e)~~ any holder of a claim for which specific deadlines have previously been fixed by this Court; and

~~(f)(e) any officer, director, employee, or independent contractor of the Debtor who held such position as of the Petition Date and has a claim against the Debtor for indemnification, contribution, or reimbursement; provided, however, that any of the foregoing parties that wishes to assert a claim other than a claim arising from or relating to indemnification, contribution, or reimbursement will be required to file a proof of claim by the General Bar Date, unless another exception identified in this paragraph 7 applies.~~

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8. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease, as to which the order authorizing such rejection is dated on or before the date of entry of this Order, must file a proof of claim based on such rejection on or before the Bar Date, and any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease, as to which an order authorizing such rejection is dated after the date of entry of this Order, must file a proof of claim on or before such date as the Court may fix in the applicable order authorizing such rejection.

9. If the Debtor amends or supplements the Schedules subsequent to the date hereof, the Debtor shall give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall be afforded thirty (30) days from the date of such notice to file proofs of claim in respect of their claims and shall be given notice of such deadline.

10. Nothing in this Order shall prejudice the right of the Debtor or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules.

11. Pursuant to Bankruptcy Rule 3003(c)(2), all holders of claims that fail to comply with this Order by timely filing a proof of claim in appropriate form shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution. For the avoidance of doubt, nothing contained in this Order shall preclude a claimant from seeking relief from the Court to file a late-filed claim in accordance with Bankruptcy Rule 9006.

12. Parties asserting General Claims against the Debtor that arose before the Petition Date must use the General Proof of Claim Form substantially in the form attached hereto as **Annex 2**.

13. Parties asserting Sexual Abuse Claims that arose before the Petition Date must use the ~~General Proof of Claim Form substantially in the form attached hereto as **Annex 2** and the Sexual Abuse Proof of Claim Form substantially in the form attached hereto as **Annex 4**. The filing of a Sexual Abuse Proof of Claim shall not constitute a waiver of the claimant's right to a jury trial.~~

14. Due to the sensitive nature of the information requested in the Sexual Abuse Proof of Claim Form, the following confidentiality protocol (the "Confidentiality Protocol") shall apply to all Proof of Claim Forms submitted by holders of Sexual Abuse Claims (the "Sexual Abuse Claimants"):

- a) All claimants asserting a Sexual Abuse Claim are directed to submit such claims directly to Epiq Corporate Restructuring, LLC (the "Claims Agent"), the claims and noticing agent. Such claims should not be filed with the Court.
- b) Sexual Abuse Claims received by the Claims Agent will be treated as confidential and will be made available only to Authorized Parties (as defined below) unless a Sexual Abuse Claimant affirmatively elects to

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have their Sexual Abuse Claim disclosed publicly. The Confidentiality Protocol is for the benefit of the Sexual Abuse Claimants. Accordingly, Sexual Abuse Claimants may elect to make information contained in their Sexual Abuse Claim public, even if they do not elect to have their Sexual Abuse Claim disclosed publicly.

c) Sexual Abuse Claims received by the Claims Agent shall be held and treated as confidential by the Claims Agent, and copies thereof shall be provided or made available only to the following parties (the “Authorized Parties”):

i. The member trustees and officers of the Debtor, and such other employees of the Debtor who are necessary to assist the Debtor in reviewing and analyzing the Sexual Abuse Proofs of Claim.

ii. Any counsel to the Debtor or the Unsecured Creditors’ Committee (the “Committee”) retained pursuant to an order of the Bankruptcy Court;

iii. Members of the Committee and their counsel (after the Proof of Claim Forms have been redacted to remove the claimant’s name, address, and other information identified in Part 2(a) of the Sexual Abuse Proof of Claim Form, the signature block and any other information which could reasonably be used to personally identify a Sexual Abuse Claimant);

iv. Any insurance company that provided insurance that may cover the claims described in any Sexual Abuse Proof of Claim, together with their respective successors, reinsurers, administrators, and counsel;

v. Any person appointed pursuant to an order of the Court to serve as a mediator, as a representative for unknown or future claimants, or as a special arbitrator/claims reviewer appointed to review and resolve Sexual Abuse Claims;

vi. Any trustee, or functional equivalent thereof, appointed to administer payments to Sexual Abuse Claimants, including pursuant to a plan of reorganization or a proposed plan of reorganization;

vii. Authorized representatives of a department of corrections, if a Sexual Abuse Claimant is incarcerated, but only with respect to any Proof of Claim Form filed by such claimant and only to the extent disclosure is required under applicable non-bankruptcy law;

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- viii. Upon consent of the Debtor and the Committee, and upon 10 business days' notice to the Sexual Abuse Claimant and its counsel of record, any person identified in a Sexual Abuse Proof of Claim who is alleged to have witnessed, committed, or otherwise had knowledge of, any act of abuse against the claimant;
 - ix. Any person who is alleged by the Sexual Abuse Claimant to be responsible, financially or otherwise, whether in the Sexual Abuse Proof of Claim or in any complaint or other filings in any lawsuit, for the consequences of any such act of sexual abuse, and any such person's counsel of record;
 - x. Any person with the express written consent of the Debtor and the Committee, upon 10 business days' notice to the affected claimants and their counsel of record; and
 - xi. Such other persons as the Court may pursuant to subsequent order authorize to access to the Proof of Claim Forms; provided, however, that any such determination shall be made on no less than 10 business days' notice to the affected claimant(s) and their counsel of record.
- d) Notwithstanding the designation of Authorized Parties above, no person or entity may obtain copies of any Proof of Claim Forms submitted by a Sexual Abuse Claimant prior to the execution of a confidentiality agreement substantially in the form attached to the Bar Date Order as **Annex 65** (the "Confidentiality Agreement"). Counsel to the Debtor, ~~its insurers,~~ and the Committee shall only be required to execute a single Confidentiality Agreement on behalf of those entities and their respective clients, which shall be deemed binding on their entire firm and their respective clients. Access to the Proof of Claim Forms submitted by Sexual Abuse Claimants for all other Authorized Parties shall be restricted to the natural person who executes a Confidentiality Agreement and a separate Confidentiality Agreement must be signed by each natural person seeking access to the Proof of Claim Forms submitted by Sexual Abuse Claimants on behalf of an Authorized Party.
- e) Authorized Parties in possession of any Proof of Claim Forms submitted by Sexual Abuse Claimants shall keep the Proof of Claim Forms confidential and shall not use or disclose any information provided in any Proof of Claim Forms submitted by Sexual Abuse Claimants except in accordance with the terms of the Confidentiality Agreement or pursuant to an order of this Court, unless the claimant has elected to make his or her Proof of Claim Forms public by indicating such consent in Part 1 of the Sexual Abuse Proof of Claim Form.

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- f) In addition, information in Sexual Abuse Proofs of Claim may be required to be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions. If any such disclosures to governmental authorities are required to be made under this paragraph (~~fg~~), Sexual Abuse Claimants will be notified at the time of such disclosure.

15. The Claims Agent shall assign to each claimant asserting a Sexual Abuse Claim a unique identifier code and shall maintain a confidential list of the identities of the Sexual Abuse Claimants, their corresponding identifier code, and their respective Proof of Claim Forms.

16. A copy of the General Bar Dates Notice Package, including a copy of the General Bar Date Notice and; the General Proof of Claim Form, ~~and the Sexual Abuse Proof of Claim Form~~; substantially in the forms attached hereto as Annex 1, Annex 2, and Annex 23, is approved and shall be deemed adequate and sufficient if served by first-class mail at least sixty (~~60thirty five (35)~~) days prior to the Bar Date on:

- (a) the United States Trustee;
- (b) counsel to each official committee;
- (c) all persons or entities that have requested notice of the proceedings in this chapter 11 case;
- (d) all persons or entities that have filed claims;
- (e) all creditors and other known holders of claims as of the date of this Order, including all persons or entities listed in the Schedules as holding claims;
- (f) all parties to executory contracts and unexpired leases of the Debtor;
- ~~(g) all parties to litigation with the Debtor;~~
- ~~(h)(g)~~ the Internal Revenue Service for the district in which the case is pending; and
- ~~(i)(h)~~ such additional persons and entities as deemed appropriate by the Debtor.

17. The Debtor shall make the following available to the public by posting on the Claims Agent website for this case at <https://dm.epiq11.com/drvc> and by posting on the Debtor's

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website homepage via a “one click” link under “Diocesan News” and labeled “Claim Deadline Notices and Forms”: (i) a notice of the Sexual Abuse Bar Date substantially in the form attached hereto as **Annex 3** (the “Sexual Abuse Bar Date Notice,” and together with the General Bar Date Notice, each a “Bar Date Notice” and collectively, the “Bar Date Notices”); (ii) a Sexual Abuse Proof of Claim Form, substantially in the form attached hereto as **Annex 4**; (iii) a list of all priests, deacons and other clergy whom the Debtor knows are the subject of an adverse determination by the Debtor’s Diocesan Review Board that an allegation of clergy abuse was made through the Debtor’s Independent Reconciliation and Compensation Program, and a list of priests and clergy who served within the Diocese against whom sexual abuse lawsuits have been filed (collectively, the “Accused Clergy”) in substantially the form attached hereto as **Annex 7**, and (iv) the Bar Date Order (together with the Sexual Abuse Bar Date Notice and the Sexual Abuse Proof of Claim Form, the “Sexual Abuse Bar Date Notice Package,” and together with the General Bar Date Package, the “Bar Date Packages”).

18. The Debtor shall provide notice of the Sexual Abuse Bar Date by causing the Sexual Abuse Bar Date Notice Package to be served on the individuals identified in paragraph 19(i)-(viii) below (the “Sexual Abuse Notice Parties”) no later than fifteen (15) business days after entry of the Bar Date Order and by causing the Sexual Abuse Bar Date Notice Package, Sexual Abuse Bar Date Notice, or other notice authorized herein, as applicable, to be published as set forth below.

19. The Sexual Abuse Notice Parties shall include the following:

- (i) All individuals who have filed or ever threatened in writing to file lawsuits against the Diocese that allege Sexual Abuse.

- (ii) All individuals known to the Diocese who contacted the Diocese to report that they were Sexually Abused, whether or not that individual's claim was considered to be substantiated or unsubstantiated and whether or not the report was written or verbal.
- (iii) All individuals known to the Diocese to whom payment or counseling reimbursement has ever been made by or on behalf of the Diocese or as a result of an allegation of Sexual Abuse, as well as all individuals who participated in any mediation or settlement process with the Diocese but did not enter into a settlement agreement.
- (iv) All individuals known to the Debtor whose names were provided by an Accused Clergy or by any other person who has been alleged to have sexually abused a minor (an "Alleged Abuser") (a) in connection with any interviews, or (b) as part of an investigation of Sexual Abuse.
- (v) All individuals identified on the latest mailing lists of congregants, members, students and residents, as applicable, for (a) each Parish, (b) each School operating within the Diocese including, without limitation, Parish schools, private schools, and schools operated by the Department of Education, Diocese of Rockville Centre, and (c) each affiliated Diocesan ministry. To the extent that the foregoing mailing lists do not include mailing addresses but email addresses, email will be sufficient provided that such e-mail notifications shall be sent no less than six (6) times.

(vi) To the extent the Diocese has a record thereof, all individuals who contacted the Diocese about their children or other children being in close contact with an Accused Clergy or an Alleged Abuser or about some problem with the Accused Clergy or the Alleged Abuser and their child or another child.

(vii) All individuals whom the Debtor has ever provided or referred to for counseling, spiritual direction, or therapy support related to Sexual Abuse.

(viii) Where any of the Sexual Abuse Notice Parties listed above have an attorney of record, notice shall also be sent to the attorney of record.

20. To obtain the information requested above, the Debtor will review all records and documents it has within its possession, custody or control including but not limited to the archives under Canon 490 related to all Accused Clergy and Alleged Abusers and any Sexual Abuse allegations related to such Accused Clergy and Alleged Abusers as well as the records of the Diocesan Review Board and the Debtor's Independent Reconciliation and Compensation Program. The Debtor will also make a written request (an "Information Request") to each of the Schools, Parishes and Diocesan affiliated ministries (collectively, the "Diocesan Non-Debtor Entities") requesting that they conduct the same review, by letter signed by Bishop John Oliver Barres, in his capacity as the Debtor's officer/director and, if applicable, in his capacity as an officer of the Diocesan Non-Debtor Entity (in the case of any Diocesan Non-Debtor Entity in which Bishop Barres is an officer or director, such request shall be phrased as an instruction).

The Debtor shall provide the Committee with copies of any responses to such request/instruction promptly after receipt.

21. Promptly after entry of this Order, the Debtor will search for current addresses and will use third-party mailing list vendors, such as TransUnion or LexisNexis, to update old or outdated mailing information using social security numbers or names and birthdates, and otherwise use reasonable efforts to find current addresses for each individual identified by paragraph 19 and will promptly serve each such individual with the Sexual Abuse Bar Date Notice Package or, with respect to those individuals identified by paragraph 19(v), a Post Card Notification.⁴ Notices that are returned as non-deliverable will be re-mailed to any address indicated by the USPS in the case of an expired automatic forwarding order. Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to obtain a more current address. If any such address is found, the notice will be re-mailed to such addresses. The Debtor will file a declaration (the "Declaration") attesting to the efforts it made to comply with these procedures (which will include copies of each Information Request sent by the Debtor and each of the responses from the Diocesan Non-Debtor Entities) with the Court and serve it on counsel to the Committee within thirty (30) days of service of the Sexual Abuse Bar Date Packages, and shall file additional Declarations and reports monthly thereafter until service on all individuals listed in paragraph 19 has been effectuated. The Declarations shall be filed under seal and shall be subject to Attorneys-Eyes Only. At the same time, the Debtor will provide the counsel to the Committee the names and addresses of all Sexual Abuse Notice Parties and all Accused Clergy.

⁴ Prior to mailing, all addresses will be checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").

If additional Sexual Abuse Claimants or Accused Clergy or Alleged Abusers are identified to the Debtor after entry of this Order, the Debtor shall, within ten (10) days of conducting the review of the records and documents referenced above and the identification of additional Sexual Abuse Claimants or Accused Clergy or Alleged Abusers, serve a copy of the Sexual Abuse Bar Date Package on the additional Sexual Abuse Notice Parties. The Debtor will provide counsel to the Committee the names and addresses of all subsequently identified Sexual Abuse Notice Parties and Accused Clergy.

22. The Sexual Abuse Bar Date Notice will include the name of each Accused Clergy, identified on **Annex 7**, as well as the name of the Parish or School or other Diocesan Non-Debtor Entity for which the Accused Clergy worked or served, the Accused Clergy's position within said Parish, School or other Diocesan Non-Debtor Entity, and the time period during which such clergy worked or served. For the purpose of this Order and for notice of the Sexual Abuse Bar Date, Accused Clergy include but are not limited to the individuals listed on **Annex 7**, as well as any others identified during the course of the due diligence efforts required by paragraphs 19 and 20 above. The Sexual Abuse Bar Date Notice shall also include a picture, at least 3" by 5" in dimension, of each Accused Clergy taken at or close to the time of the Sexual Abuse, to the extent that the Debtor has such a picture. If a picture from such time period is not available, a photograph from a different time period will suffice. It shall also include the following disclaimer:

This list is not exhaustive. There may be additional priests or clergy who may have committed acts of Sexual Abuse but on whom the Diocese does not have a report or for whom the Diocese determined that an allegation of Sexual Abuse was not substantiated. In addition, the list does not include other potential offenders who are not members of the clergy, such as teachers, nuns, or religious order priests. The fact that this list may not

include the name of the Accused Clergy who sexually abused you
does not mean that you should not file a Sexual Abuse Proof of
Claim Form.

23. For Sexual Abuse Claimants who are represented, the Debtor shall serve the
Sexual Abuse Bar Date Packages to their attorneys of record. All other Sexual Abuse Claimants
shall be served, first class mail, at their last known home address, after the Debtor has used
reasonable efforts to locate a current address for each Sexual Abuse Claimant by social security
number, name and birthdate, or otherwise. The names and addresses of all parties served
(including any updated addresses which were discovered when mail was returned or otherwise)
shall be included on the proof of service, and the proof of service should be filed under seal,
with a copy provided to counsel to the Committee, pursuant to Attorneys Eyes Only
Designation.

24. Beginning no later than ten (10) days after the date of entry of this Order and
through and including the Bar Date, the Debtor, any Parish and each Diocesan affiliated
ministry will post a link on their respective websites to the General Claims Bar Date Notice and
General Proof of Claim form, and to the Sexual Abuse Claims Bar Date Notice and the Sexual
Abuse Proof of Claim form. In addition, sixty (60) days prior to the Bar Date, the Debtor will
send a direct email to the registered Catholic households within the Diocese with a direct link to
the General Claims Bar Date Notice and General Proof of Claim form, and to the Sexual Abuse
Claims Bar Date Notice and the Sexual Abuse Proof of Claim form.

~~17. The Debtor shall cause the Bar Date Notice, the General Proof of Claim Form,
and the Sexual Abuse Proof of Claim Form to be posted on the website established by the Claims
Agent for this chapter 11 case.~~

~~18.25.~~ Service of the Bar Dates Notice Package in the manner set forth in this Order is and shall be deemed to be good and sufficient notice of the Bar Dates to all known claimants.

~~19. Pursuant to Bankruptcy Rules 2002(l) and 9008, the Debtor is authorized to publish notice of the Bar Dates substantially in the form attached hereto as Annex 4 (the “Publication Notice”) (a) twice in (the national editions, print versions, and online versions, as relevant): The New York Times, The Wall Street Journal, USA Today, Newsday, The National Catholic Register, The National Catholic Reporter, Long Island Catholic, Fe Fuerza Vida, Long Island Business News, The Northport Observer, Port Times Record, Merrick Herald Life, The Smithtown News, The Village Times Herald, The Garden City News, Bellmore Herald Life, Smithtown Messenger, The East Hampton Press, The Suffolk Times, The Southampton Press-Eastern, Long Beach Herald, Mineola American, Rockville Centre Herald, and Long Island Herald; (b) on various social media accounts of the Debtor, including but not limited to its Twitter and Facebook accounts; and (c) on the Debtor’s website and on the case website (<https://dm.epiq11.com/drvc>) established by the Claims Agent, which publication is hereby approved and shall be deemed good, adequate and sufficient publication notice of the Bar Dates.~~

~~20.26.~~ The Debtor shall also mail a copy of the Bar Date Notice to the following on the Debtor’s stationary and shall request that the party post the Bar Date Notice in a prominent place until the expiration of the Bar Date: (a) the Attorney General of the State of New York, and (b) for each of the counties of Queens, Suffolk, and Nassau, the district attorney’s office, the sheriff’s office, any county government center, at least one public health agency (if any), and at least one substance abuse agency or hospital (if any).

27. The Debtor shall also provide notice of the Sexual Abuse Claims Bar Date and the General Claims Bar Date by implementation of the notice plan (the "Publication Notice Plan") set forth on **Annex 8** hereto, within approximately 14 days of entry of this Order.

~~21~~28. The Debtor and the Claims Agent are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

~~22~~29. The entry of this order is without prejudice to the right of the Debtor to seek a further order of this Court fixing a date by which holders of claims or interests not subject to the Bar Dates established herein must file proofs of claim or be barred from doing so.

~~23~~30. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2020
_____, New York, NY
BANKRUPTCY JUDGE

United States Bankruptcy Judge — UNITED STATES

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ANNEX 1

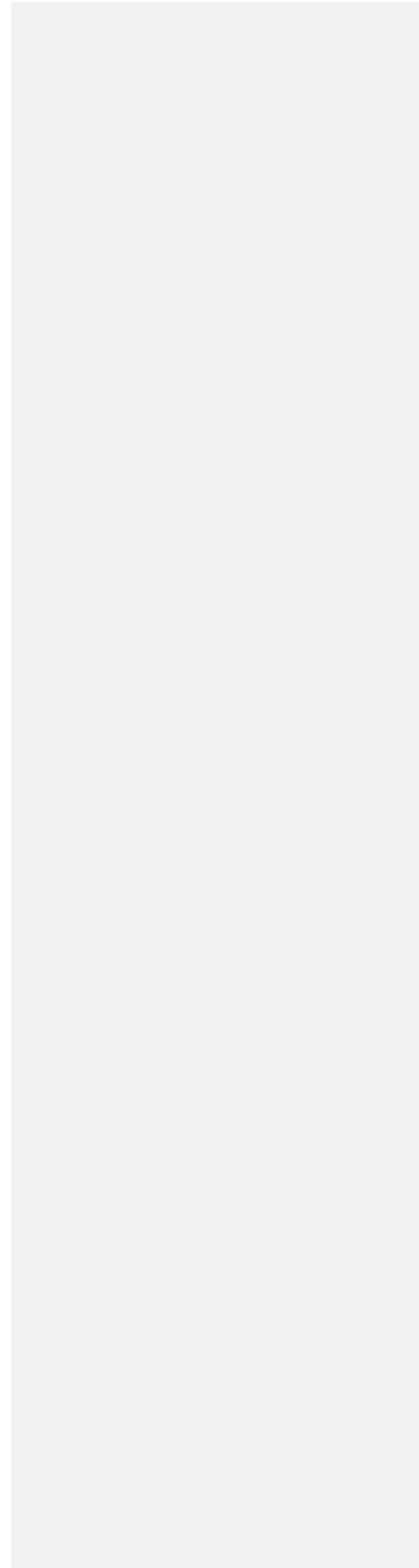
General Bar Date Notice

[The Committee is proposing no changes to this document]

ANNEX 2
General Proof of Claim Form

[The Committee is proposing no changes to this document]

ANNEX 3
Sexual Abuse Bar Date Notice

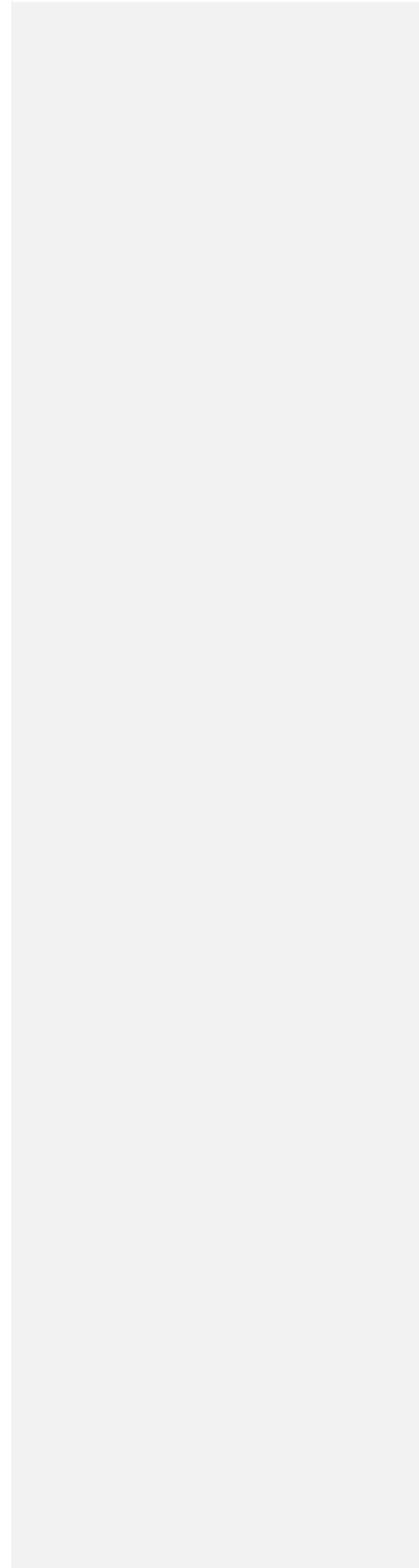


ANNEX 4

Sexual Abuse Proof of Claim Form

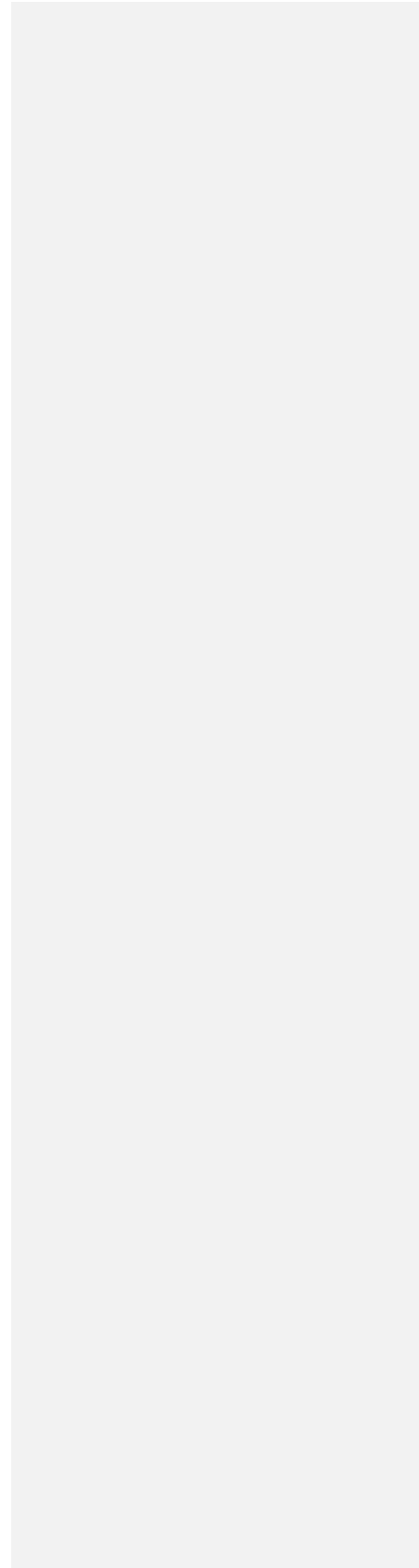
[The Committee is proposing no changes to this document]

ANNEX 5
The Publication Notice



ANNEX 6
Confidentiality Agreement

[The Committee is proposing no changes to this document]



ANNEX 7
The Clergy List

[To be provided by the Debtor]

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ANNEX 8
Publication Notice Plan

[See Declaration of Dr. Shannon Wheatman]

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EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bankruptcy Case No. 15-30125

The Archdiocese of Saint Paul and
Minneapolis,

Chapter 11 Case

Debtor.

**DISCLOSURE STATEMENT FOR CHAPTER 11 PLAN OF REORGANIZATION OF
THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 P.M. CENTRAL TIME ON _____, 2016, UNLESS
EXTENDED BY ORDER OF THE BANKRUPTCY COURT.

BRIGGS AND MORGAN, P.A.

Richard D. Anderson

Charles B. Rogers

Lauren E. Lonergan

Benjamin E. Gurstelle

2200 IDS Center

80 S 8th Street

Minneapolis, MN 55402

Telephone: (612) 977-8400

Facsimile: (612) 977-8650

Attorneys for The Archdiocese of Saint Paul and Minneapolis

Dated: May 26, 2016

DISCLOSURE STATEMENT

On January 16, 2015 (the “Petition Date”), the Archdiocese of Saint Paul and Minneapolis (the “Archdiocese” or the “Debtor”) filed a voluntary Chapter 11 petition with the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”). Since the Petition Date, the Debtor has remained in possession of its assets and has continued to own, operate and manage its affairs pending the approval of a plan of reorganization in accordance with the provisions of Title 11 of the United States Code (as amended, the “Bankruptcy Code”). The Debtor seeks confirmation of its Chapter 11 Plan of Reorganization (as it may be amended or modified, the “Plan”).

Pursuant to section 1125 of the Bankruptcy Code, the Archdiocese submits this Disclosure Statement in connection with the Plan. Section 1125 of the Bankruptcy Code requires a disclosure statement to provide information sufficient to enable a hypothetical and reasonable stake holder, typical of the Debtor’s creditors, to make an informed judgment whether to accept or reject the Plan. This Disclosure Statement may not be relied upon for any purpose other than that described above, and use of this Disclosure Statement for any other purpose is not authorized.

THIS DISCLOSURE STATEMENT AND THE PLAN MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED.

NO REPRESENTATIONS CONCERNING THE ARCHDIOCESE, INCLUDING THE VALUE OF ITS PROPERTY, ARE AUTHORIZED BY THE ARCHDIOCESE OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE THAT ARE NOT CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN CASTING YOUR VOTE WITH RESPECT TO THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF INTERESTS IN, THE DEBTOR (INCLUDING, WITHOUT LIMITATION, THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE TRANSACTIONS DESCRIBED THEREIN.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING EXHIBITS CONCERNING THE FINANCIAL CONDITION OF THE ARCHDIOCESE AND OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AUDIT OR INDEPENDENT REVIEW EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ACCORDINGLY, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO BE ACCURATE, THE ARCHDIOCESE IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING THE ARCHDIOCESE OR ITS FINANCIAL CONDITION IS ACCURATE OR COMPLETE. BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, THE

ARCHDIOCESE'S ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN. THE STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF, PROVIDED THAT HISTORICAL FINANCIAL INFORMATION IS REPORTED AS OF MARCH 31, 2016, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME SUBSEQUENT TO THE DATE HEREOF, AND THE DEBTOR UNDERTAKES NO DUTY TO UPDATE THE INFORMATION.

THE FACTUAL AND FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT IS FROM THE DEBTOR AND FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION AND BELIEF, INCLUDING FROM THE 2014 AUDIT AND 2015 UNAUDITED REPORT ATTACHED TO THIS DISCLOSURE STATEMENT. HOWEVER, THE DEBTOR AND PROFESSIONALS DO NOT REPRESENT OR WARRANT THAT THIS DISCLOSURE STATEMENT IS COMPLETE OR FREE FROM ANY INACCURACY OR OMISSION. THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR IN ANY EXHIBIT EXCEPT AS EXPRESSLY INDICATED IN THIS DISCLOSURE STATEMENT OR IN ANY EXHIBIT.

ALTHOUGH THE DEBTOR'S PROFESSIONALS HAVE ASSISTED IN THE PREPARATION OF THIS DISCLOSURE STATEMENT BASED ON THE FACTUAL INFORMATION AND ASSUMPTIONS RESPECTING THE FINANCIAL, BUSINESS, AND ACCOUNTING DATA PROVIDED BY THE DEBTOR, THE DEBTOR'S PROFESSIONALS HAVE NOT INDEPENDENTLY VERIFIED THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO SUCH INFORMATION. SUCH PROFESSIONALS DO NOT REPRESENT OR WARRANT THAT THIS DISCLOSURE STATEMENT IS COMPLETE OR IS FREE FROM ANY INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (THE "BANKRUPTCY RULES") AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER NON-BANKRUPTCY LAW.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED ON FOR ANY PURPOSES OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT IS OR SHALL BE DEEMED TO BE AN ADMISSION OR A DECLARATION AGAINST INTEREST BY THE DEBTOR FOR PURPOSES OF ANY EXISTING OR FUTURE LITIGATION. AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR

LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THE DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST THE DEBTOR AND DEBTOR IN POSSESSION IN THIS CASE.

THIS DISCLOSURE STATEMENT CONTAINS STATEMENTS THAT ARE FORWARD-LOOKING. FORWARD-LOOKING STATEMENTS ARE STATEMENTS OF EXPECTATIONS, BELIEFS, PLAN, OBJECTIVES, ASSUMPTIONS, PROJECTIONS, AND FUTURE EVENTS OF PERFORMANCE. AMONG OTHER THINGS, THIS DISCLOSURE STATEMENT CONTAINS FORWARD-LOOKING STATEMENTS WITH RESPECT TO ANTICIPATED FUTURE PERFORMANCE OF A TRUST TO BE CREATED FOR THE BENEFIT OF HOLDERS OF ALLOWED CLAIMS, AS WELL AS ANTICIPATED FUTURE DETERMINATION OF CLAIMS, DISTRIBUTIONS ON CLAIMS, AND RECOVERIES UNDER INSURANCE POLICIES. THESE STATEMENTS, ESTIMATES, AND PROJECTIONS MAY OR MAY NOT PROVE TO BE CORRECT. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE REFLECTED IN THESE FORWARD-LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS ARE SUBJECT TO INHERENT UNCERTAINTIES AND TO A WIDE VARIETY OF SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE RISKS, INCLUDING, AMONG OTHERS, THOSE DESCRIBED IN THIS DISCLOSURE STATEMENT. THE DEBTOR UNDERTAKES NO OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENT. NEW FACTORS EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, NOR CAN THE IMPACT OF ANY SUCH FACTORS BE ASSESSED.

HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS CONCERNING THIS DISCLOSURE STATEMENT, THE SOLICITATION OF VOTES TO ACCEPT THE PLAN, THE PLAN, AND THE TRANSACTIONS DESCRIBED.

Each holder of a Claim entitled to vote to accept or reject the Plan should read this Disclosure Statement and the Plan (including all Exhibits and Schedules to the Plan and Disclosure Statement) in their entirety before voting. To obtain, at your cost, additional copies of this Disclosure Statement please contact:

Benjamin Gurstelle
Briggs and Morgan, P.A.
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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I. INTRODUCTION

The Debtor provides this Disclosure Statement to all of the Debtor’s known creditors and other parties in interest in order to provide adequate information to enable them to make an informed decision on whether to accept or reject the Plan. All holders of Claims are advised and encouraged to read this Disclosure Statement and the Plan in their entirety before voting to accept or reject the Plan.

THE PLAN SUMMARY AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN OR ANY OTHER APPLICABLE DOCUMENT, THE TERMS OF THE PLAN OR SUCH APPLICABLE DOCUMENT SHALL GOVERN.

A copy of the Plan is attached to this Disclosure Statement as **Exhibit A**.¹

This Disclosure Statement was filed on _____, 2016. The Bankruptcy Court held a hearing on the adequacy of the information set forth in this Disclosure Statement on _____, 2016. By order dated, _____, 2016, the Bankruptcy Court approved the Disclosure Statement. A copy of the order approving the Disclosure Statement is attached as **Exhibit B**. The Bankruptcy Court will hold a hearing on confirmation of the Plan on _____, 2016 at _____ in Courtroom 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415. At that time the Bankruptcy Court will review a ballot report concerning votes cast for accepting or rejecting the Plan, any objections to the confirmation of the Plan, and other evidence and arguments from parties in interest.

The Debtor believes that the Plan is in the best interests of and provides the highest and most expeditious recoveries to holders of all Claims against the Debtor. All holders of Claims entitled to vote to accept or reject the Plan are urged to vote in favor of the Plan.

Voting instructions are contained in the attached order approving the Disclosure Statement. In addition, the solicitation package accompanying each ballot contains applicable voting instructions. **To be counted, your ballot must be properly completed, executed and actually received by the Clerk of the Bankruptcy Court by 5:00 p.m. (prevailing Central time), on _____, 2016 (the “Voting Deadline”).**

THE DEBTOR RECOMMENDS THAT HOLDERS OF ALLOWED CLAIMS VOTE IN FAVOR OF THE PLAN.

¹ Capitalized terms not otherwise defined in this Disclosure Statement have the meanings and definitions assigned to them in the Plan.

II. PLAN OVERVIEW AND SUMMARY OF TREATMENT OF CLAIMS

This Chapter 11 case was filed against the backdrop of a terrible crisis and breach of trust. Some members of the clergy in the Archdiocese have admitted they sexually abused children entrusted to their care, and many others stand accused.

For the preservation of the Church and the well-being of all affected constituencies, especially the Tort Claimants, the Archdiocese must move forward with the limited resources available. The alternative is potentially decades of litigation where none of the parties reach closure and the Archdiocese's assets are further reduced.

The Plan addresses the concerns of sexual abuse claimants in three ways. First, the Plan ensures that the Archdiocese is doing all that it reasonably can to protect children by incorporating the Ramsey County protocols that include rigorous standards and strict, independent oversight. Second, the Plan addresses healing by establishing a Counseling Fund for victims of sexual abuse. Third, the Plan provides for cash restitution in a manner that fairly maximizes the value of available assets for claimants.

As detailed elsewhere in this Disclosure Statement, the Plan divides the various creditors into classes. Individual claimants are classified based on the allegations in the proofs of claim. The Plan creates a Trust for the benefit of Tort Claimants, which will be funded through cash contributed pursuant to settlement agreements with the Archdiocese's Settling Insurers, cash funds from the Archdiocese, including from the sale of properties owned by the Archdiocese, and contributions from the separately incorporated Parishes and their insurers. The Archdiocese has been advised that the Unsecured Creditors' Committee has no objection to the Archdiocese Insurer settlements. The Plan proposes that the Archdiocese will also assign and transfer all claims, rights of any kind and recoveries against Non-Settling Insurers arising out of or related to Tort Claims. The Plan proposes that the non-Debtor Catholic entities contributing these significant and valuable rights will do so in exchange for a channeling injunction in their favor. Holders of Pending Tort Claims and Future Tort Claims will receive distributions from the Trust based on a distribution plan that is part of the Plan and Trust Agreement to be approved by the Bankruptcy Court prior to the Plan Effective Date. The Pending Tort Claims and Future Tort Claims will be determined by the Trustee of the Trust, who will be jointly proposed prior to confirmation and approved by the Court as part of the Plan confirmation. The Plan also allows the Archdiocese to continue its important missions and continue to administer and provide important programs and services to individuals working for the Archdiocese and to the Parishes, including the General Insurance Program Fund (GIF) and the Archdiocese Medical Benefit Plan Trust (AMBP).

The Plan provides for the distribution of over \$65 million to the Trust for the benefit of Tort Claimants, along with rights against insurance policies that may be worth substantially more. This funding amount is more than the amount confirmed in 70% of other diocesan bankruptcies that have been resolved. For example, the total settlement reached in Spokane was \$48 million, Davenport was \$33 million, Tucson was \$22 million, Gallup was \$22 million, Milwaukee was \$21 million, Helena was \$20 million, and Fairbanks was \$9.8 million.

The Plan incorporates a number of settlement agreements with the Debtor's Insurers and with Insurers for separate entities that might have liability for some of the Tort Claims. It is through these settlement agreements that the Debtor will obtain a significant amount of the money committed to the Plan. The Debtor proposes the Plan to facilitate the most efficient and timely distribution of proceeds to creditors and liquidation of available assets through the Trust. The Plan and Trust provide an option for convenience payments to allow holders of allowed Tort Claims to receive distributions as soon as practicable. The Debtor believes that the Plan provides the greatest recovery for, and fastest payment to, creditors.

Central to consideration of this Plan is the question of whether the Archdiocese has properly committed to the Plan all available assets that are not necessary for the Archdiocese to continue its operations and to fulfill its core missions post-confirmation.

A significant portion of the Archdiocese's cash assets have been expended in legal fees and administrative costs. Other assets are legally restricted in that the Archdiocese may only use them for a specific purpose identified by the donor of such assets. All remaining non-dedicated cash that is not required to allow the Archdiocese to reorganize and fulfill its mission is directed towards the Trust. Available funds from the GIF have been and will be assigned to the Trust. The Debtor's saleable real property has been sold or will be sold and the proceeds conveyed to the Trust. The Archdiocese will also assign proceeds from the sale of personal property including certain jewelry to the Trust.

The key assets available to reimburse sexual abuse claimants are the Archdiocese's rights under insurance policies. The Archdiocese has coverage for sexual abuse claims from the 1940's to the present with varying limits. Where settlements with Archdiocese insurance carriers have been achieved, those proceeds will be deposited in the Trust.

Where the Archdiocese to date could not obtain an acceptable settlement, the Archdiocese seeks to assign any rights to recoveries from these policies to the Trust in a manner that protects the rights of claimants and insurers. Tort Claimants and their counsel can then resolve these claims and directly negotiate with insurance carriers as they deem appropriate. The Archdiocese should not continue its status as a "middle man" in the nationwide debate between insurance carriers and claimants' counsel over the settlement value of sexual abuse claims and remain in bankruptcy while this process unfolds, potentially over many years.

It is not plausible for the Archdiocese to reorganize without assuring the community that it is presently doing all it can to protect children. The protocols reached with Ramsey County achieve those goals with continued, objective oversight. The UCC recently submitted additional protocols which the Archdiocese will review and discuss. The Plan and Disclosure Statement will be supplemented if additional protocols are agreed upon.

Those who have been harmed by clergy abuse deserve an opportunity for therapy and counseling in a safe setting. This is accomplished through the establishment of a Counseling Fund dedicating \$500,000 of Archdiocese funds to counseling for victims of sexual abuse.

Sexual abuse claimants, i.e., Tort Claimants, assert that Parishes are jointly liable with the Archdiocese for their damages. Parishes, as creditors, have asserted direct claims for damages against the Archdiocese and indirect claims for contribution and indemnity arising out of sexual abuse claims. Collectively, Parishes value their claims in the tens of millions of dollars and potentially in the hundreds of millions of dollars. This Plan calls for a channeling injunction in favor of Parishes in exchange for their contributions and dismissal or waiver of claims.

The Plan proposes significant contributions from non-Debtor Catholic entities. Parish plate and envelope contributions from the faithful are the original source for much of the funding the Archdiocese is providing in this Plan. The Plan also proposes that Parishes implicated in Tort Claims will also assign to the Trust their rights to insurance recoveries and the insurance settlements they have successfully negotiated.

Parishes, while separate legal entities, are the primary source of continuing revenue for the Archdiocese. It would be problematic for the Archdiocese to obtain a fresh start and achieve its core missions if Parishes remain subject to crippling litigation involving the sexual abuse of minors.

The following chart summarizes the classification and proposed treatment of all Claims and Classes under the Plan. Please refer to the Plan for a more complete description of the treatment of creditors.

CLASS	DESCRIPTION	IMPAIRMENT	VOTING
1	Priority Claims	Unimpaired	No
2	Governmental Unit Claims	Unimpaired	No
3	General Insurance Fund and Archdiocese Medical and Dental Benefit Plan Claims	Impaired	Yes
4	Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan Claims	Unimpaired	No
5	Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan Claims	Unimpaired	No
6	Pending Tort Claims	Impaired	Yes
7	Future Tort Claims	Impaired	Yes
8	Inter-Parish Loan Fund and Assessment Overpayment Claims	Impaired	Yes
9	Trade Vendor Claims - 9A Claims	Impaired	Yes

	- 9B Claims	Impaired	Yes
10	Secure Claim of Premier Bank	Unimpaired	No
11	Guaranty Claims	Unimpaired	No
12	Other Tort Claims and Unsecured Claims	Impaired	Yes
13	Catholic Entity Abuse Related Contingent Claims	Impaired	Yes
14	Other Abuse Related Contingent Contribution and Indemnity Claims	Impaired	No; deemed to reject
15	Penalty Claims	Impaired	No; deemed to reject
16	Priest Support Payments	Unimpaired	No

Because the Archdiocese, as a non-profit entity, cannot be legally forced to liquidate, a liquidation analysis is not a necessary component of this Plan. It is nonetheless a potentially useful exercise in evaluating the Plan. As discussed in the Liquidation Analysis attached as **Exhibit C**, the Archdiocese estimates that recoveries under the Plan for holders of Allowed Claims in impaired classes will be greater than in a hypothetical liquidation under Chapter 7 of the Bankruptcy Code. This is because the total property available for distribution is greater under the Plan than in a liquidation under Chapter 7 and the expenses of administration would be lower than in Chapter 7. The Archdiocese also believes that more parties would assert claims in a Chapter 7 and many more issues would need to be litigated. In addition, the Archdiocese believes that distributions in a Chapter 7 case would be delayed due to the time taken by a Chapter 7 trustee to assess the Debtor’s assets, review and analyze claims, and evaluate and litigate claims against third parties, if any. Holders of Allowed Claims entitled to vote should review the Liquidation Analysis in assessing whether to vote to accept or reject the Plan.

III. BACKGROUND OF THE DEBTOR AND THE CHAPTER 11 CASE

A. Brief overview of Chapter 11 bankruptcy

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Upon filing a petition for reorganization under Chapter 11, section 362 of the Bankruptcy Code generally provides that all attempts to collect claims or enforce liens that arose prior to the commencement of the bankruptcy case or that otherwise interfere with a debtor’s property or business are stayed. The primary objective of a Chapter 11 reorganization is confirmation of a plan of reorganization or liquidation. A bankruptcy “plan” sets forth the means for satisfying the claims of creditors of the debtor. The plan and a “disclosure statement” that contains information necessary to allow creditors, shareholders and members to evaluate the plan are sent to creditors, shareholders, and members whose claims or interests are impaired.

A class of claims is entitled to vote to accept or reject a plan if that class is “impaired” by the plan. A class of claims is impaired unless the plan cures any defaults that may exist with respect to the claims and leaves unaltered the legal, equitable, and contractual rights to which the claim entitles the holder of the claim.

A plan may be confirmed under section 1129(a) of the Bankruptcy Code if each class of claims or interests is not impaired by the plan or if each impaired class has voted to accept the plan. Votes will be counted only with respect to claims: (1) that are listed on the Debtor’s Schedules other than as disputed, contingent, or unliquidated; or (2) for which a proof of claim was filed on or before the deadline set by the court for the filing of proofs of claim. A vote by a holder of a claim will not be counted if such claim has been disallowed or is the subject of an unresolved objection, absent an order from the Court allowing such a claim for voting purposes.

A class of claims has accepted a plan if creditors that hold at least two-thirds in amount and more than one-half in number of the allowed voting claims in the class have voted to accept the plan. If an impaired class votes to reject the plan, the plan proponent may seek to confirm the plan under section 1129(b) of the Bankruptcy Code. A plan proponent may confirm a plan over the vote of a rejecting class only if another impaired class has voted to accept the plan, and the plan does not discriminate unfairly and is fair and equitable with respect to each impaired class that has not voted to accept the plan.

Voting on the plan by each holder of a claim in an impaired class is important. After carefully reviewing the Plan and Disclosure Statement, each holder of such a claim should vote on the enclosed ballot either to accept or reject the Plan. Any ballot that does not appropriately indicate acceptance or rejection of the Plan will not be counted. A ballot that is not received by the deadline will not be counted. If a ballot is lost, damaged, or missing, a replacement ballot may be obtained by sending a written request to the Clerk of Bankruptcy Court, at the address below.

Section 1129(a) of the Bankruptcy Code establishes the conditions for confirming a plan. These conditions are too numerous to be fully explained here. Parties are encouraged to seek independent legal counsel to answer any questions concerning the Chapter 11 process. If the Plan is confirmed by the court, its terms are binding on the Debtor, all creditors, equity holders, and other parties in interest, regardless of whether they have voted to accept the Plan.

B. History and legal structure of the Archdiocese

The Archdiocese is structured and operates in accordance with Canon Law and is a juridic person under Canon Law. Canon Law obligations, however, do not give rise to claims under civil law. The secular embodiment of the Archdiocese is sometimes referred to as the Chancery Corporation. References to the “Archdiocese” or the “Debtor” are intended to refer to that secular embodiment of the Archdiocese.

The Archdiocese was originally established by the Vatican in 1850 as the diocese of Minnesota and the Dakotas and was elevated to archdiocese in 1888. The Archdiocese is organized as a religious Diocesan Corporation under Minnesota Statutes Section 315.16.

The Archdiocese serves a geographical area consisting of 12 greater Twin Cities metro-area counties in Minnesota, including Ramsey, Hennepin, Anoka, Carver, Chisago, Dakota, Goodhue, Le Sueur, Rice, Scott, Washington, and Wright counties (the “Region”). Today, 428 priests and 182 deacons serve 187 parishes and approximately 825,000 individuals in the Region. The Archdiocese also currently employs approximately 140 fulltime equivalent employees, 25 of which are priests.

As set forth in its Articles of Incorporation, the Archdiocese’s general purpose is to manage the temporal affairs of the Church in the Region, and to promote spiritual, educational and other interests of the Church in the Region, including charitable, benevolent, eleemosynary, and missionary work. The Archdiocese’s mission, as set forth on its website, is: “Making the name of Jesus Christ known and loved by promoting and proclaiming the Gospel in word and deed through vibrant parish communities, quality Catholic education, and ready outreach to the poor and marginalized.”

Each Sunday, Mass is celebrated in eight different languages within the Archdiocese’s Region. Currently, nearly 400 priests, 200 deacons, as well as hundreds of religious sisters and brothers, and tens of thousands of lay personnel and volunteers serve in parishes, Catholic schools and in many other ministries.

The Archdiocese supports and serves 22 Catholic health care centers for the elderly or disabled, three Catholic hospitals and two Catholic hospices. The Region is also home to two Catholic universities, a major seminary as well as a college seminary, and numerous vibrant ministry groups.

Along with the 187 parishes, there are 90 Catholic schools in the Region, including 13 Catholic high schools (collectively, the “Schools”), with a total enrollment of over 30,000 students, 15% of which are not Catholic. Catholic schools develop the minds, hearts and souls of children in a faith-centered environment. Like no other schooling, Catholic education prepares students for the day when they will bring their gifts of faith and reason to the opportunities and challenges of our world. Catholic schools in the Archdiocese provide an excellent education while saving Minnesota taxpayers at least \$300 million annually in public education costs. Local Catholic high schools have a 97% graduation rate and 97% of those who graduate go on to continue their education. The average ACT score, with 1,686 high school students in the Region taking the test, is 25.8—nearly 3 points above the Minnesota average. Catholic schools have also shown success at closing the “achievement gap” for economically disadvantaged students and students whose first language is not English.

The Region also includes six monastic communities that are maintained by separate religious institutions. The parishes, schools, and other separately incorporated Catholic entities within the Archdiocese’s Region are not under the fiscal or operating control of the Archdiocese.

The Archdiocese also assists and serves charities and Catholic organizations located within the Region. Through various forms of social outreach, these independent Catholic organizations help those in urgent need by providing nearly three million meals a year, over 5,000 places to sleep for the homeless, a home for children from troubled families, and 2,000 low-income housing units. Archdiocesan support programs serve and provide advocacy support for the poor, the handicapped, persons with AIDS, the divorced and separated, people in prison, refugees, and others with special needs. The Catholic Church is the largest non-governmental provider of social services in the United States.

The Archbishop of the Archdiocese is the Most Reverend Bernard A. Hebda.

The Archdiocese maintains a number of departments, including Administration and Finance (responsibilities include financial and related functions, including budgeting, accounting, investments, risk management, real estate and facilities, and employee and other benefits), Catholic Education (responsibilities include leadership development and ensuring Catholic identity in schools), Development and Stewardship (responsibilities include parish development efforts and programs to support a culture of stewardship), Marriage, Family and Life (responsibilities include marriage preparation, family programs, outreach to people with disabilities, youth and young adults, and efforts to promote the dignity of life from conception to death), Moderator of the Curia (responsibilities include administration of the ministries and services of the central corporation of the Archdiocese), Office of Parish and Clergy Services (responsibilities include clergy formation, vocations, chaplaincies, parish consultation, planning and leadership development support and Latino ministry), Office of Communications (responsibilities include the Catholic Spirit, archdiocesan websites, social media and other communications which support local ministries), and the Office of Evangelization and Catechesis.

C. Non-Debtor Parish corporations

Unlike several other dioceses, parish property located in the area served by the Archdiocese is held by 187 separate parish corporations, each of which is organized and exists under Minnesota Statutes section 315.15. Each Parish located in this jurisdiction owns the separate property used in its operation, including the church itself, a rectory which serves as the pastor's residence and the Parish's administrative offices, and, in many cases, any related schools, cemeteries, social halls, convents and missions.

These Parishes are distinct corporations subject to the requirements and with the rights, powers, and privileges of a religious corporation. Each Parish maintains its own tax identification number and each corporation owns and manages its own property and assets, and has responsibility for their own corporate actions. The Parishes are not debtors in this Chapter 11 case and have not otherwise sought bankruptcy relief.

D. Other non-Debtor Catholic entities

The Archdiocese is one of a number of separate entities created to promote the mission of the Church in the Region. These separate non-debtor entities include Catholic Finance Corporation, Catholic Services Appeal Foundation, Catholic Charities of St. Paul and Minneapolis, and many others. Each of these entities is incorporated as a separate non-profit corporation under Chapter 317(A) of the Minnesota Statutes. In terms of secular legal structure, the above-listed entities have no corporate relationship with the Archdiocese. As with the Parishes, these non-Debtor Catholic Entities have separate tax identification numbers, own their own property and are responsible for their individual corporate actions.

E. The clergy sexual abuse crisis and the Archdiocese's response

Over the last several decades, some clergy members in the Church have violated the sacred trust placed in them by children and their families and the Church by committing acts of sexual abuse. This conduct runs contrary to the teaching and traditions of the Church. The Archdiocese has worked for more than two decades to meet the needs of sexual abuse claimants without filing for Chapter 11 reorganization. Since the 1980s, the Archdiocese has directed substantial resources towards providing financial, psychological, pastoral and spiritual support.

In 1988, the Archdiocese issued one of the first written policies in the nation designed to protect minors from clergy abuse. At that time, the Archdiocese also held workshops for priests and Church personnel on ministry-related sexual misconduct. The Archdiocese continued to develop a more extensive set of policies to promote safety in ministry, and in 1992, Archbishop John Roach established the Advocacy and Victim Assistance Office. By 1993, background checks were required for clergy and employees in the Archdiocese. In 1995, Archbishop Roach established the Clergy Review Board, a panel of primarily laypersons to advise the Archbishop on matters related to clergy misconduct. In 1998, the sexual misconduct policy was updated again in a Clergy Bulletin issued by Archbishop Harry Flynn, who was installed in 1995. In it, victims were encouraged to come forward, procedures for responding to allegations were defined, and background check procedures were enhanced for priests and deacons.

Following a major clergy sex abuse scandal in Boston in early 2002, Archbishop Flynn led the development by the United States Conference of Catholic Bishops (the "USCCB") of a comprehensive national set of policies and procedures for addressing the sexual abuse of minors by clergy. In June 2002, the USCCB approved and adopted the Charter for the Protection of Children and Young People (the "Charter").

In 2005, the Archdiocese implemented the VIRTUS Protecting God's Children Program for adults. The program is described as "a three hour awareness session which better equips adults to protect children in the world around them." It is required of all clergy, Catholic school and parish employees, as well as all volunteers who have regular or unsupervised interaction with children under the age of 18. Since 2005, nearly 80,000 members of the clergy, candidates for ordination, parish employees, teachers, parish and school volunteers and others in service of the local Church have undergone VIRTUS safe environment training. Likewise, since 2006,

more than 100,000 children in Catholic schools and parish faith formation programs have participated in age-appropriate personal safety lessons.

In 2006, the Archdiocese established the Protection of Children and Youth Initiative, now known as the Office for the Protection of Children and Youth (“OPCY”). OPCY is charged with implementing Articles 6, 12 and 13 of the Charter. OPCY’s primary components are background checks, safe environment training and codes of conduct for adults, and age-appropriate, Church-approved personal safety instruction for minors in Schools, faith formation and youth ministry programs. OPCY also completes annual compliance audits under the terms of the Charter. In 2007, the Archdiocese released another Clergy Bulletin updating its sexual misconduct policy. Among other things, it dictates the permanent removal from the religious state of any clergy member who committed a single act of sexual abuse against a minor.

Despite the efforts described above, beginning in the fall of 2013, media reports began to surface suggesting that claims of sexual abuse of minors by Archdiocesan clergy members had not been properly addressed. Also, earlier in 2013, the Minnesota legislature enacted the Minnesota Child Victims Act, which reopened otherwise time-barred civil damage claims against institutions that failed to prevent child sexual abuse.

On October 5, 2013, then-Archbishop John Nienstedt established a new Office of Episcopal Vicar for Ministerial Standards to assume full responsibility for all issues related to clergy sexual misconduct, and appointed Reverend D. Reginald Whitt to that position. The Archbishop charged the new Episcopal Vicar with the duty to establish an independent Task Force to review the policies and procedures employed by the Archdiocese and its clergy in responding to reports of sexual misconduct.

The Task Force focused on the Archdiocese’s organizational structure, and on policies and procedures related to prevention and detection of clergy sexual abuse of minors to determine whether they were adequate, what factors contributed to the breakdowns that allowed alleged instances of abuse to occur, and whether other best practice policies should be adopted in the Archdiocese. The Task Force submitted its Report and Recommendations to Protect Children from Clergy Sexual Abuse to the Archdiocese in April, 2014 (the “Task Force Report”). The Task Force Report included recommendations in six areas to strengthen and improve the Archdiocese’s prevention of, and response to, allegations of sexual misconduct. The process of implementing the Task Force recommendations is presently underway.

In December 2013, the Archdiocese hired Kinsale Management Consulting (“Kinsale”), a leading national expert, to review thousands of clergy files. Kinsale was founded by Kathleen McChesney, a former top FBI official with more than 30 years of law enforcement experience. She also served as the head of the USCCB’s Office for Child and Youth Protection from its beginning in 2002 until mid-2005, during which time she developed and oversaw a national compliance mechanism to ensure that all Catholic dioceses complied with civil laws and internal policies relative to the prevention, reporting and response to the sexual abuse of minors.

Beginning in December 2013, Kinsale reviewed the personnel files of all clergy assigned to, or ministering in, the Archdiocese at any time from 1970 to the present, regardless of whether they were still in public ministry. All told, Kinsale reviewed a total of 3,333 clergy files before completing its work in April 2014. The purpose of the review was to determine whether there were additional cases of sexual abuse or other misconduct that required investigation by law enforcement, public disclosure or other action by the Archdiocese.

In connection with this effort, the Archdiocese committed to making prudent and ongoing public disclosures of the names, assignment histories, and current status of clergy members against whom “substantiated claims” of sexual abuse of a minor have been asserted. A substantiated claim is one for which sufficient evidence exists to establish reasonable grounds to believe that the alleged abuse occurred. It is neither a conclusion nor a presumption of guilt.

In December 2013, the Archdiocese further announced and implemented Archdiocesan-wide processes to ensure that any report of sexual abuse of a minor was promptly reported to law enforcement. In the event any such claim was not manifestly false or frivolous, the accused clergy member would also be placed on a leave of absence pending an investigation of the claim by police and the Archdiocese. During the leave of absence, the accused clergy would not engage in any public ministry. The threshold for placing an accused clergy member on leave was a decidedly low one. Any accusation that was not, on its face, blatantly and demonstrably false would initiate the leave of absence process. If, upon investigation, the claim against the accused clergy member was substantiated then this finding would initiate a process in order to resolve the claim. As required by Church law, no priest found to have sexually abused a minor can ever return to public ministry.

On August 25, 2014, the Archdiocese announced the appointment of former Superintendent of the Minnesota Bureau of Criminal Apprehension and Deputy Chief Administrative Law Judge Timothy O’Malley to the new position of Director of Ministerial Standards and Safe Environment for the Archdiocese. Mr. O’Malley began his new role at the Archdiocese on September 15, 2014 and is responsible for ensuring compliance with the USCCB Charter for the Protection of Children and state and federal law.

In connection with a confidential settlement agreement in a civil litigation captioned *Doe I v. Archdiocese of St. Paul and Minneapolis and Diocese of Winona*, Court File No. 62-CV-13-4075 (Ramsey County District Court), the Archdiocese and plaintiff’s counsel Jeff Anderson and Associates developed child protection protocols and procedures (“the “Child Protection Protocols”).

Among other key measures provided in the 17-part Child Protection Protocols:

- The Archdiocese implemented a whistleblower policy concerning the reporting of abuse. This policy was enacted on October 24, 2014.
- The Archdiocese committed to the continued public disclosure of substantiated claims of sexual abuse as well as those clergy deemed unsuitable for ministry

under circumstances that arise, in whole or in part, out of accusations or risk of sexual abuse of a minor.

- By March 31, 2015, the Archdiocese agreed to make a good faith effort to obtain from each clergy member a written statement affirming that he has not sexually abused any minor at any time and has no knowledge of any abuse of a minor by another priest or employee of the archdiocese that has not been reported. To date, over 500 priests and deacons already have submitted signed affirmations to the Archdiocese;
- The Archdiocese agreed to continue a policy prohibiting individuals from being alone with any unrelated minor while serving as an employee or volunteer of the archdiocese or a parish, subject to common-sense exceptions, including emergency situations;
- Priests are prohibited from being alone with any unrelated minor except when hearing confession in a confessional and except for common sense exceptions, including emergency situations and incidental, non-extended interactions.
- The Archdiocese agreed to disclose to other church entities or secular employers who inquire about the existence of any accusation of sexual abuse by a past or present clergy member to the extent allowed by federal and state law.

The Archdiocese has made additional disclosures in accordance with the Child Protection Protocols. The Archdiocese has also joined with the St. Paul Police Department, and all civil authorities, in continuing to encourage anyone who suspects abuse of a minor or vulnerable adult within Church ministry—or any setting including the home or school—to first contact law enforcement. Any act of abuse against a minor or vulnerable adult is reprehensible and morally repugnant and the Archdiocese will not tolerate it.

The Archdiocese continues to provide outreach through services that address victims' emotional, psychological and spiritual well-being, such as counseling and spiritual direction. Victims are invited to talk with the Archbishop if and when they wish to do so as part of their healing process. The Archbishop is committed to meeting with victims of sexual abuse in order to hear about their experiences and concerns, and to provide solidarity and support.

On December 4, 2014, the Archdiocese announced a partnership with Twin Cities-based Canvas Health to enhance the Archdiocese's victim assistance program and to provide independent victim assistance services for those claimed to have been harmed by clergy sexual abuse or other misconduct in Church ministry. This partnership established an independent 24/7 hotline where concerns regarding misconduct can be reported to trained representatives who are always available.

On December 17, 2015, the Archdiocese entered into a settlement agreement with the Ramsey County Attorney's Office ("RCAO") that resolved civil claims brought by the RCAO

relating to the protection of children. That agreement was approved by the Bankruptcy Court on January 28, 2016.

In a public statement announcing the Settlement Agreement, Archbishop Hebda noted,

[This] document is the product of our joint efforts with the Ramsey County Attorney's Office. It reflects our real commitment to learn from experts in the areas of victim assistance, law enforcement and organizational management. It is a commitment that has led the Archdiocese to bring on lay personnel with the diverse experiences and expertise that would help this Church to create and maintain safe environments and to raise awareness of any weaknesses in the systems and processes already adopted. The annual audit agreed to in [the] Settlement Agreement, as well as the enhanced oversight role attributed to the Corporate Board, should provide assurance that the progress that has already been made will be sustained.

The material terms of the Settlement Agreement include the following:

- (a) The Archdiocese has agreed to claimant and community outreach, including (i) sending letters of apology in certain circumstances, (ii) convening a Conference for Restorative Justice and Reconciliation within 18 months after this bankruptcy case is concluded, and (iii) participating in restorative justice sessions.
- (b) The Archdiocese has agreed in Paragraph G of the Settlement Agreement to maintain and enhance its Safe Environment Program with the oversight of the Board, the Archbishop, the Ministerial Review Board and the Director of Ministerial Standards and Safe Environment (the "Director").
- (c) Certain Safe Environment Policies will be set forth in a comprehensive document that will, among other things, include definitions, guidelines and requirements for acceptable use of technology and conduct and travel by employees and clergy with minors.
- (d) The Policies shall require acknowledgements of the Policies from employees, certain volunteers, clergy and seminarians, specialized training (such as VIRTUS its equivalent) and criminal background checks.
- (e) Paragraph G of the Settlement Agreement also includes provisions dealing with the reporting of known or suspected abuse by all parties with an obligation to report. The Archdiocese has agreed that it will not conduct an internal investigation following the submission of a mandated report to law enforcement and will not interfere with law enforcement. The Archdiocese has agreed to publish a periodic statement in the Catholic Spirit, to urge those individuals with an abuse claim to contact law enforcement to make a report of the abuse.

(f) The Archdiocese has agreed to a number of restrictions and prohibitions concerning the employment of individuals known to have engaged in sexual misconduct with minors, including individuals who should have been known to have engaged in such conduct through the exercise of reasonable diligence. The Archdiocese has also agreed to prohibitions on the placement of clerics subject to a substantiated claim or pending credible allegation of sexual abuse of a minor. The Archdiocese will provide certain disclosures with respect to clerics seeking assignment or residence outside the area served by the Archdiocese.

(g) The Settlement Agreement also includes provisions for designation of a safe environment coordinator for parishes, schools and seminaries.

(h) The Archdiocese has agreed to certain procedures for the public disclosure of future credible allegations of clergy sexual abuse of a minor and has agreed to provide assistance to pastors and principals with regard to media inquiries.

(i) The Archdiocese will consider the recommendations of the RCAO in connection with the appointment of members to the Ministerial Review Board. The RCAO will be notified of the membership of the Ministerial Review Board.

(j) The Settlement Agreement includes a variety of provisions with regard to recordkeeping, including provisions concerning the contents of clergy files. The Settlement Agreement also includes various provisions regarding use of electronic devices, including a requirement that the Archdiocese secure electronic devices for evidentiary value whenever it has reasonable cause to believe that a cleric, employee or volunteer has violated the policies relating to electronic devices or engaged in usage of the device in a manner that involves sexual misconduct with a minor.

(k) When a claim of sexual abuse of a minor is substantiated, the Archdiocese has agreed to meet with claimants and their support persons where appropriate. The Archdiocese will request the removal of photos and visible honors with respect to clergy subject to a substantiated claim of sexual abuse of a minor.

(l) The Archdiocese has agreed to maintain an adequate budget for the Director and has agreed that the Director may retain outside legal counsel for certain purposes.

(m) The Settlement Agreement includes a provision for replacement of the Director in the event that the office becomes vacant.

(n) The Archdiocese has agreed to institute a timeline for compliance with the Policies and to define corrective and disciplinary measures to be used in the event of non-compliance with the Policies of an employee, cleric or volunteer.

(o) The Archdiocese has agreed to obtain an outside audit and has agreed that the RCAO will have unrestricted access to auditing personnel. The Archdiocese is also obligated to conduct periodic internal reviews and audits.

(p) The Archdiocese has agreed to seek as part of any plan of reorganization in this case a fund for ongoing and future counseling for sexual abuse claimants, including victims of Curtis Wehmeyer's abuse.

(q) The parties have acknowledged that the Settlement Agreement shall not be construed as a plan of solicitation of a plan of reorganization in violation of the Bankruptcy Code. The Archdiocese also agreed, however, that it shall seek to incorporate the Settlement Agreement in its plan of reorganization. The intent of the parties is that the obligations of the Settlement Agreement will survive the bankruptcy proceeding.

(r) The Agreement also includes a provision for delivery of notice of default to the Archdiocese in the event of a default and provides the Archdiocese with an opportunity to cure. The parties agree that the enforcement of the Settlement Agreement by Ramsey County District Court, if necessary, will represent a permissible exercise of police and regulatory powers.

The Archdiocese's policies and protocols regarding sexual abuse have evolved based on new research, the experience of other diocese and organizations involved with children, and discussions and consultation with other interested parties including counsel for plaintiffs, law enforcement agencies and others. The Archdiocese has directed substantial resources towards providing financial, psychological, pastoral and spiritual support to claimants and is committed to this continuing mission. The Ramsey County Settlement Agreement includes best practices from around the country and provides for the implemented policies and procedures to be independently monitored and validated.

F. Events leading to the Chapter 11 filing

In May 2013, Minnesota enacted the Minnesota Child Victims' Act, Minn. Stat. § 541.073 (the "CVA"), which altered, expanded, and in some circumstances eliminated the statute of limitations applicable to civil causes of action for damages based on sexual abuse. The CVA allows victims who were sexually abused when they were younger than 18 years old to bring a civil lawsuit for damages arising from the abuse, regardless of how long ago the abuse occurred. The CVA also provides a three-year window during which victims whose claims would have been time barred by the previous statute of limitations may bring civil suits against alleged abusers and the Archdiocese. This window expired May 25, 2016.

The CVA opened the door to a significant number of additional civil claims against the Archdiocese relating to clergy misconduct spanning a time period of more than half of a century.

Although the *Doe I* litigation was settled by the Archdiocese prior to the Petition Date, the Archdiocese remained subject to 21 pending civil actions and had received notices of claim for dozens of additional claims relating to alleged sexual abuse. Ultimately, more than 400 sexual abuse claims have been asserted against the Archdiocese.

Verdicts in some sexual abuse cases across the country have ranged into the millions of dollars. The Archdiocese has insurance coverage available for some, but not all, of the amounts sought by the claimants in the CVA cases pending against it. In certain instances, the insurance coverage is also subject to certain coverage disputes.

Managing civil court litigation and coverage claims is a difficult and costly process. The pending civil litigation placed significant strain on the Archdiocese. The Archdiocese anticipated that this strain would only increase during the remaining term of the extended statute of limitations authorized by the CVA. In addition, the Archdiocese was concerned that too large a settlement with a select group of pending cases would leave the Archdiocese with insufficient assets to fairly compensate other claimants and creditors and would result in a disproportionate allocation of the limited funds available to the Archdiocese.

Moreover, although the Archdiocese was current on its vendor obligations, it faced other financial issues in addition to claims involving allegations of clergy sexual abuse, including, for example, an underfunding obligation under its pension plans and the potential claims of parishes related to contribution and indemnity as well as claims related to the insurance programs described herein.

In addition, the Archdiocese has claims against it from non-Debtor Catholic entities related to various insurance programs, as well as potential contribution and indemnity claims related to allegations of sexual abuse.

G. Purpose and goals of this Chapter 11 case

The combined circumstances of the existing and anticipated civil claims against the Archdiocese made clear to the Archdiocese that reorganization was the only way to fairly and equitably fulfill the Archdiocese's obligations to all stakeholders.

Resolution of this case requires that the interests of all affected parties be recognized and balanced. Sexual abuse claimants must be heard and possess fair avenues for resolution of their claims and healing. In some circumstances, insurance carriers must be allowed to defend claims of their choosing in a manner that preserves their legal rights potentially including the cooperation of their insureds in defense of claims.

Catholic faithful and the community at large are entitled to a reorganized Archdiocese that is fully capable of furthering its core missions in providing worship, inspiration, outreach, education, social services and charity. Parishes are the primary source of revenue for the Archdiocese and the platform for many of the good works of the Church. They are entitled to have their claims recognized and fairly resolved. Further, the ability of Parishes to financially

and otherwise support the work of a reorganized Archdiocese will be substantially compromised unless sexual abuse claims against them are fairly resolved.

Sexual abuse claimants, parishes, the faithful and the community at large require assurances that the Archdiocese is doing all that it reasonably can to protect children from sexual abuse now and in the future. Claimants with valid claims also require counseling in furtherance of their healing.

The Archdiocese filed this Chapter 11 case and its Plan of Reorganization in furtherance of these interests and in an attempt to pursue the common good. The Archdiocese seeks confirmation of its Plan and resolution of these interests so it may focus on its Gospel mission and serve the hundreds of thousands of people who depend on the Church.

IV. DEBTOR'S OPERATIONS

A. Sources of revenue

As a religious non-profit organization, the Archdiocese has no significant ongoing for-profit business activities or business income. Instead, the Archdiocese's primary sources of revenue are from Parish assessments. Healthy Parishes are vital to the continued ability of the Archdiocese to carry out its mission. Prior to the commencement of this Chapter 11 case, the Archdiocese implemented a number of cost-saving measures and achieved a budget reduction of approximately 20%. This reduction was undertaken to balance the Archdiocese's budget and to further the ability of the Archdiocese to compensate abuse claimants and also maintain its core functions and missions. The Archdiocese's reduced annual expenditures are approximately \$16.9 million, exclusive of "special issues," i.e. attorney and professional fees, and depreciation.

1. Parish assessments

The primary source of Archdiocese revenue is Parish assessments. Indeed, almost 75% of the support for the Archdiocese's missions comes from Parish assessments. The annual dollar amount of assessment revenue, however, fluctuates. Parish assessments are derived primarily from plate and envelope collections at the Parishes. Assessments are calculated and billed on a two-year lag which means that Parish financial results for two-years prior to the collection year form the basis for Parish assessment revenue. Parish assessments have been a relatively reliable source of income for the Archdiocese, but have declined or plateaued in recent years, reflecting the Parishes' own challenges to raise operating funds. Nevertheless, projections for the Plan assume collections and assessments will remain stable and the Archdiocese does not contemplate any drastic changes to assessment practices.

2. Catholic Services Appeal Foundation program revenue

Approximately 9% of Archdiocese revenue is generated annually in the form of donations from the annual Catholic Services Appeal. These donations are collected, held and distributed by the Catholic Services Appeal Foundation (CSAF), an independent non-profit

organization. Donations are distributed for the benefit of a prescribed group of Catholic organizations and Archdiocese ministries as outlined in the CSAF bylaws. As such, the money contributed by CSAF is donor-restricted and may only be used for specific charitable purposes outlined in the bylaws and in the designated fiscal year. The funds are not a general asset of the Archdiocese that may be put toward funding a Plan. In the last fiscal year, the Archdiocese received CSAF contributions to provide for these specific ministries including the Latino, Indian, and deaf ministries, Evangelization and Catechesis, hospital and prison chaplains, support of the Marriage Family & Life programs, and the Venezuelan mission.

Like with Parish assessments, income from the annual appeal fluctuates and may decline as the Church encounters declining or flat attendance. For purposes of this disclosure statement, however, CSAF contributions have been projected to increase slightly post-confirmation.

3. Program revenues

Various Archdiocese departments generate revenue based on services provided to individuals, Parishes, priests, and other entities. These revenue-generating services include publication of the Catholic Spirit, which receives revenue through subscriptions and advertising, rent received from the residents at the Byrne residence, services performed by various Archdiocese program offices, and accounting services provided to Parishes. These services make up approximately 14% of the Archdiocese's annual revenue.

4. Contributions

The Archdiocese is sometimes the recipient of contributions from individuals as gifts or as part of their wills or estates. These contributions may be either restricted to specific purposes or unrestricted donations to the Archdiocese depending on the language of the bequest. Contributions make up on average less than 1% of Archdiocese annual revenue. Contributions are completely at the discretion of those making donations. For purposes of the Plan, contributions are projected to increase slightly after confirmation.

5. Administrative revenue

The Archdiocese performs accounting and other services for certain separate entities including the AMBP, General Insurance Program, and pension plans. The Archdiocese bills those entities for such services. Revenue from those services is approximately \$300,000 per year. These administrative revenue funds go into the Archdiocese's general operating account and are used to pay for the cost of providing such services which are included in general Archdiocese operations and programs.

6. Investment income

The remainder of Archdiocese income comes historically from miscellaneous sources including investment income. All Archdiocese-owned investment accounts were converted to cash upon the filing of the Chapter 11 case and the Archdiocese is not currently earning income

on investments it holds. The Archdiocese receives a distribution from certain investment funds that are held by Catholic Community Foundation. These funds, however, are donor restricted and the money received must only be used by the Archdiocese for the purpose set forth by the donor. This means that such money is not a general asset of the Archdiocese and may not be used to fund the Plan.

B. Ongoing operations and expenditures

As noted above, in an effort to cut costs and prioritize money for payments to Tort Claimants, the Archdiocese reduced its staff and program operations in November 2014, resulting in an annual operating expense budget reduction of approximately 20% or nearly \$5 million. Since that time, the Archdiocese has been operating at reduced levels which has adversely impacted the scope of the religious and charitable work the Archdiocese is able to accomplish. In 2015, the Archdiocesan budget for operating expenses, including programs and charitable services but excluding bankruptcy-related expenses, was \$22.9 million. In 2014, that same budget was \$30.5 million. Thus, total operating expenses, excluding bankruptcy expenses, have been reduced by 25%.

1. Archdiocese Operational Programs

The Archdiocese advances its mission by engaging in various programs and activities including through:

- the Office of Mission of Catholic Education – promoting Catholic education and developing strong partnerships between home and school that infuse Catholic teaching and values into students’ education experience and fostering academic excellence;
- the Office of Clergy Services – supporting clergy assignments at Parishes and other institutions, as well as hospice and correctional facility chaplaincies, supporting the Saint Paul Seminary and the Byrne Residence for retired priests, providing oversight of victim advocacy and assistance, abuse prevention efforts, intervention on clergy misconduct, and providing clergy appropriate support for their spiritual, physical and mental well-being;
- the Office of Communications – communicating the spiritual messages and theological teachings of the Church as articulated through the Archbishop and his auxiliary bishops, including through the publication of *The Catholic Spirit* newspaper and electronic newsletters and management of websites, blogs and social media sites;
- support of community services through the Chancery Corporation;
- the Office of Marriage, Family and Life – providing services, counseling and advocacy for marriage enrichment and preparation, early Catholic family life and other family outreach, respect life and pro-life groups, outreach for persons with disabilities, and coordination of over 50 youth events annually including Archdiocesan Youth Day and the National Catholic Youth Conference, as well as World Youth Day;

- the Office of Ministerial Standards – providing support to the Clergy Review Board to ensure prompt and thorough review of clergy misconduct allegations, and promoting ministerial standards to ensure all priests and deacons uphold the standard expected of Catholic clergy;
- the Office of Parish Services – providing outreach programs including through the Office of Latino Ministry, and the Office of Worship; and
- central services provided by the Archdiocese staff such as accounting, records and archives, human resources, benefits administration and printing services.

The Archdiocese also has incurred special issues expenses which are predominately payments to third-party professionals for services related to the Archdiocese’s reorganization, including payments to counsel and advisors for the Archdiocese, counsel and advisors for the Committee and counsel for the Parish Committee. In addition to the programs and operations identified above, the Archdiocese has pursued its mission through the continued maintenance of various insurance and benefit programs described in more detail below.

2. General Insurance Fund

The Archdiocese administers an Insurance Program for the benefit of participants at the Archdiocese and participating non-Debtor Catholic entities. The purpose of the Insurance Program is to allow participating entities to obtain coverage at a lower cost. The Insurance Program has operated continuously since 1980 and currently obtains and provides various insurance coverages for the participating entities including liability insurance, property insurance, and workers’ compensation insurance. Monies collected from participating entities for the Insurance Program are deposited into a General Insurance Fund Account (the “GIF Account”). GIF Account amounts are held in trust for the benefit of the participating entities with the Archdiocese acting as the administrator of the fund. The fund is referred to as the General Insurance Fund or “GIF.” The GIF is not subject to a formal trust agreement, but has been treated in a manner similar to a trust fund.

Contributions to be made by participating entities are generally set annually based on historical claims and claims liability estimates and assumptions with consultation of a general insurance committee. The GIF has in the past been used to resolve sexual abuse claims and is generally available to meet retentions that need to be paid as part of the various insurance programs for the Archdiocese and parishes from September 1, 1980 forward. This insurance is separate and distinct from other insurance policies that may provide coverage for abuse claims prior to 1980.

The property and liability portion of the Insurance Program extends to general liability, employment practices, building and contents, burglary, personal property, student accident, auto, public library, and boilers. With respect to general liability coverage and first-party property loss coverage, the retention is presently \$100,000 per loss up to an aggregate annual limit for all losses suffered by all participating entities of \$1.8 million. Catholic Mutual is obliged to pay losses above the per loss and aggregate limits of the retention in accordance with the specific

terms of the policy. Claims up to the retention amount are paid from the GIF Account and deductible by the participating entity incurring the loss.

The GIF Account also pays certain workers' compensation claims. SFM Risk Solutions ("SFM") administers the claims subject to the Archdiocese workers' compensation program. The workers' compensation program has a retention of \$500,000. Above such amounts, workers' compensation insurance coverage is provided by Workers' Compensation Reinsurance Association ("WCRA"). Premiums for such insurance are paid from the GIF Account. Workers' compensation claims are submitted by the Archdiocese or other participating entity to SFM for investigation and settlement. SFM pays the medical or other provider or employee, as appropriate, from the appropriate GIF Account. If a case exceeds the retention amount, SFM files a claim with WCRA for reimbursement. These reimbursements from WCRA are made payable to the Insurance Program and mailed to SFM for recordkeeping, and then forwarded to the Archdiocese to be deposited in the GIF Account. SFM charges an administrative expense of approximately \$6,200 per month to administer workers' compensation claims.

In addition to the GIF Account, in order to comply with Minnesota law, the Insurance Program's obligations with respect to the workers' compensation retention are backed by a deposit established by the Archdiocese with Bremer Bank as custodian for the benefit of the State of Minnesota Department of Commerce. The deposit was made by the Archdiocese under the terms of a Custodial Agreement entered into between the Bremer Bank, the Archdiocese and the Commissioner of Commerce for the State of Minnesota on or about August 20, 2014. The December 31, 2014, balance of the deposit was approximately \$3,854,395 and has remained roughly equal to that amount during this case. The Custodial Agreement provides that the deposit is subject to turnover to the Commissioner upon certain specified events, including insolvency or a default by the Archdiocese in the payment and performance of its workers' compensation obligations. By its terms, the Custodial Agreement states that the Archdiocese shall have no right, title or interest in the deposit. The Archdiocese has maintained the Custodial Agreement and deposit during the pendency of this bankruptcy case.

The Archdiocese and the GIF engaged in various transactions between 1998 and 2012 consisting of advances and repayments of funds for operating expenses in lieu of additional premiums to the Parishes. Advances from the GIF to the Archdiocese do not appear on the financial statements attached to the disclosure statement because such advances are evidenced by a corresponding account payable. *See* 2014 and 2015 Annual Report [Exhibit E] at Note 7.

The Archdiocese's Plan contemplates that certain monies from the GIF will be put toward the Trust to satisfy creditor claims and retentions. As explained further in section VIII.B.3 of this disclosure statement, the Archdiocese anticipates that a contribution of between \$5,000,000 and \$6,000,000 can be made over time without invading the necessary reserve for the Insurance Program. The chart below estimates the amount that may be contributed to the Plan Implementation Fund and Trust while maintaining an adequate reserve balance of \$1 million without increases in premiums.

GIF	
Cash Balances at 3-31-16	\$3,876,961
4th QTR FY 2016 Forecasted	757,622
FY 2017 Budget	2,104,400
Projected Cash at 6-30-17	6,738,984
Reserve Estimate	(1,000,000)
Cash Available at 6-30-17	5,738,984

Based on the above projection, the cash balance at June 30, 2017 would be approximately \$1 million which will enable the plan to continue to operate with adequate cash to pay claims.

The Archdiocese's coverage has a retention of \$100,000 per claim. For most claim types, the Parish is responsible for \$1,000 of the retention, the Insurance Program pays the other \$99,000, and the remaining amount is paid by Catholic Mutual. The GIF's liability is subject to an annual aggregate of \$1.8 million which means that the GIF can absorb up to 18 claims in any year with losses in excess of \$100,000. Losses in excess of \$1.8 million in aggregate or \$100,000 per claim are covered by insurance. A \$1 million reserve is consistent with past practices and historical losses. Importantly, even if claims were to reach \$1.8 million in the aggregate, the Archdiocese would be able to cover the claims from ongoing premiums, as well as the reserve. The Archdiocese intends to continue the Insurance Program for the foreseeable future.

3. Archdiocese Medical and Dental Benefit Plan

The Archdiocese is the sponsoring employer and a participating employer in the Archdiocese of St. Paul and Minneapolis Comprehensive Major Medical Health Care Plan and the Archdiocese of St. Paul and Minneapolis Dental Benefit Plan (collectively, the "Health and Dental Plans"). Other non-Debtor Catholic entities have also elected to separately participate in the Health and Dental Plans. The Archdiocese has established a trust fund (the "AMBP") to receive premium payments from the participating employers and participants in the Health and Dental Plans, and to pay Health and Dental Plan claims, Health Plan stop-loss insurance premiums, and other reasonable expenses associated with the administration of the Health and Dental Plans. The Health Plan stop-loss coverage protects the Archdiocese and the participating non-Debtor Catholic entities from claims above a certain threshold. The premium for the stop-loss coverage is paid from the AMBP.

The AMBP was initially drafted in 1991 as a "rabbi trust" in that the terms of the AMBP provide that assets of the AMBP could be made subject to the claims of the Archdiocese's general creditors in the case of the Archdiocese's bankruptcy or insolvency. To date, the Court has not been asked to determine whether funds contributed to the AMBP by individual parishes, parish employees and non-Debtor Catholic entities as premium payments for health and dental coverages are property of the bankruptcy estate. Only approximately 5-7% of the funds held in the AMBP were contributed by the Archdiocese as a participant in the AMBP.

The AMBP is administered as an independent trust by a board of trustees. The current board includes Parish representatives, a Catholic School representative, one lay representative, the Archbishop, and two or more members appointed by the Archbishop. Although he has authority under the trust agreement to remove trustees and to increase the number of trustees, the Archbishop has not exercised any of his rights with regard to the AMBP during the course of this case. The membership of the board of trustees has not changed since the Petition Date. The board of trustees has been represented in this case by independent legal counsel.

Historically, premiums for the Health and Dental Plan have been set by the board of trustees based on claims history. In January 2014, the board of trustees provided participating employers with a 20% billing credit due to a large reserve fund which had accumulated over time, which resulted in a return to participating employers of approximately \$7,800,000. Upon expiration of the credit in June 2015, the board of trustees authorized a reduction in premiums of 15%, resulting in a net increase in premiums of 5%. Premiums have remained constant since June 2015, and the AMBP notified participants in the Health and Dental Plans that there would be no premium increase throughout calendar year 2016.

AMBP assets were held in two accounts as of the Petition Date—a disbursing account with a balance of \$5,937,250 as of the Petition Date and a reserve account with a balance of \$8,540,187 as of the Petition Date. The AMBP experienced a significant increase in the balance of the reserve account in the years prior to the Petition Date as a result of lower than expected losses.

At the request of the United States Trustee, the reserve fund was transferred following the Petition Date from Catholic Community Foundation to an account maintained by the Archdiocese. The balance of the reserve account equaled \$8,464,365 as of the date of transfer of the account, which amount reflects market activities prior to the transfer of the account and administrative fees of the prior account holder.

Shortly after the Petition Date, the Debtor sought and was granted an order authorizing the AMBP trustees and the holder of the disbursing account to continue to collect premiums and to pay claims and expenses associated with the Health and Dental Plans from the disbursement account. The Court directed that the balance of the assets in the AMBP not required to be expended in connection for such purposes be held pending further order of the Court.

The loss experience under the Health and Dental Plans changed dramatically following the Petition Date. The Archdiocese believes that this change, which was not fully anticipated as of the Petition Date, is attributable, at least in part, to general economic and market conditions, including general trends relating to healthcare costs.

The increased loss experience under the Health and Dental Plans has resulted in a loss under the program of approximately \$1,323,114 for the period from June 2015 to the end of March 2016. As a result of these losses, the balance of the disbursing account was approximately

\$939,731 as of the end of March 2016. The balance of the reserve account remains at the level as of the date of the transfer of the account (\$8,464,365).

Based on current trends, the Archdiocese believes that the board of trustees likely will be required to seek Court authorization prior to confirmation of the Archdiocese's Plan to use a portion of the reserve account to pay losses and expenses under the Health and Dental Plans which was the intended purpose of the reserve account.

The Archdiocese further believes that all, or a substantial portion, of the balance of the reserve account will be required on a post-confirmation basis to fund future losses under the Health and Dental Plan and to fund the conversion of the plan to a VEBA trust as outlined below.

It is important to emphasize that the Health and Dental Plan currently provides insurance coverage to approximately 3,500 individuals. The individual beneficiaries of the Health and Dental Plan include clerical and maintenance personnel, teachers and other support staff, and the dependents of these employees. Few, if any, of the individuals employed by the participants in the Health and Dental Plans have received any significant increase in compensation in recent years. Compensation to most of these employees remains modest by comparison to employees of for-profit companies.

The Archdiocese has determined, after consultation with the AMBP board of trustees, representative Parishes and others, that the failure to transfer amounts from the reserve account to the Trust, particularly if coupled with a significant increase in premiums, would create a potentially unsustainable level of financial hardship and adversity among the employees whose services are vital to the maintenance of the core missions of the Archdiocese and Church.

Based on the foregoing, the Archdiocese does not contemplate funding the Plan with any portion of AMBP assets.

4. Priest Health and Dental Plan

Active and retired priests and seminarians obtain medical and dental benefits under a separate plan from the Archdiocese's lay Employees (the "Priest Health and Dental Plan"). The Priest Health and Dental Plan covers priests assigned to the Archdiocese, to Parishes, and to other non-Debtor Catholic entities. Parishes and other non-Debtor Catholic entities separately pay their applicable premiums. The benefits provided under the Priest Health and Dental Plan generally mirror the benefits provided under the Health and Dental Plans. The priest's benefits are provided from the Archdiocese, rather than the AMBP used for the medical and dental benefits for non-priest employees. In the ordinary course of its business, the Archdiocese increased medical rates for priests covered by the plan effective July 1, 2016. The Archdiocese does not contemplate any changes in the funding or contribution levels for the Priest Health and Dental Plan as a part of the Plan of Reorganization.

5. Retirement and pension plans

The Archdiocese maintains three retirement plans. Layperson employees of the Archdiocese and of participating non-Debtor Catholic entities are eligible to contribute to a tax-deferred annuity plan, which is also known as a 403(b) plan. Contributions to the 403(b) plan are made by employees at a rate selected by them and authorized by applicable law. Participating employers, including Parishes, make a discretionary contribution at the rate of up to 2.5% percent of eligible earnings. The Archdiocese deducts 403(b) plan contributions from participating lay employees' paychecks and these amounts, along with the employer contributions, are automatically deducted from the Archdiocese's bank account and forwarded to the plan administrator to be invested pursuant to the employees' directions. The Plan does not contemplate any changes in the funding levels or contributions for the 403(b) plan.

The Archdiocese also sponsors a pension plan for lay employees (the "Lay Employees' Pension Plan"). The Lay Employees' Pension Plan is funded entirely by the Archdiocese and participating non-Debtor Catholic entities. The Lay Employee's Pension Plan has been frozen since 2011. However, the Archdiocese and other participating non-debtor employers continue to make contributions to the Lay Employees' Pension Plan for the benefit of those legacy obligations. Monthly contributions of approximately \$23,000 are required by the Archdiocese. Other participating entities contribute approximately \$530,000 per month combined. Contributions are made to a pension plan trust, and are held for the exclusive benefit of pension plan participants. Contribution levels were frozen in 2013. As such, the Lay Employees' Pension Plan trust is not estate property available for distribution to unsecured creditors. The Layperson's Pension Plan is currently subject to an underfunding liability. The Archdiocese believes the underfunding liability will be satisfied in 15 to 20 years by contributions at their current level. Less than 5% of the underfunding liability is attributable to the Archdiocese. The Plan does not contemplate any changes to the funding levels or contributions for the Lay Employees' Pension Plan.

The Archdiocese also sponsors a pension plan for priests (the "Priests' Pension Plan"). The obligations of the Priest's Pension Plan are funded by the Archdiocese and participating parishes. The Archdiocese makes contributions to the Priests' Pension Plan of approximately \$51,000 per month. Other participating non-debtor entities contribute approximately \$261,000 per month. Contributions are set annually by the Priests' Pension Plan board of trustees, are made to a pension plan trust, and are held for the exclusive benefit of participants in the Priest's Pension Plan. As such, the Priests' Pension Plan trust is not estate property available for distribution to unsecured creditors. The Priests' Pension Plan is currently subject to an underfunded liability.

Historically, bishops were not included in the Priests' Pension Plan. As such, the Archdiocese established a reserve for former Archbishop Flynn for this purpose. The Archdiocese has a liability on its books for "Accrued Bishops Retirement Expense" which adjusted each year based on the life expectancy of Archbishop Flynn. Archbishop Flynn's annual deferred compensation/pension is \$27,360, plus insurance and out-of-pocket health care

costs of \$8,514. The Priests' Pension Plan was amended on April 17, 2010 to include bishops. The Plan does not contemplate any changes to the funding levels or contributions for the Priests' Pension Plan.

During the course of this case, the Archdiocese has continued to make all payments and contributions required to be made in connection with the retirement plans and Accrued Bishops Retirement Expense in the ordinary course of business.

6. Other benefit programs

Eligible employees of the Archdiocese and non-Debtor Catholic entities also utilize benefit programs described as follows. Eligible employees receive long-term disability ("LTD") and accidental death and dismemberment ("AD&D") insurance. LTD premiums are payable entirely by participating employees. The Archdiocese pays Mutual of Omaha Insurance Company approximately \$45 per month per employee for AD&D insurance coverage premiums. Non-Debtor Catholic entity employee premiums are paid by the respective non-Debtor Catholic entities, not the Archdiocese.

The Archdiocese and participating non-Debtor Catholic entities also offer eligible employees life insurance, at a total monthly charge to the Archdiocese of approximately \$610, and the option to purchase supplemental life insurance coverage, currently provided by Unum. Employees participating in such optional insurance plans bear the premium costs associated with such coverage. This optional coverage costs the Archdiocese little to nothing to provide to eligible employees.

The Archdiocese also provides tuition assistance to eligible employees in an amount equal to 50% of tuition for any child enrolled in a Catholic school (grades kindergarten through 12) subject to an aggregate annual limit for all employees of \$75,000.

Finally, as required by Canon Law, the Archdiocese provides payments to 18 priests for a variety of reasons (the "Priest Support Payments"). Those who receive some form of Priest Support Payment include priests who are not assigned to a parish or whose parish or institution is not able to provide full financial support, those who are out of ministry while their suitability is under review, or those who are on a general leave of absence. This support may include housing, salaries, pension contributions, and other support benefits and payments, including medical, dental, and life insurance. Not all priests who receive some form of Priest Support Payment receive all of these benefits or payments. Priest Support Payments average approximately \$4,800 per month per priest.

The Plan does not contemplate any changes to the Archdiocese's participation in these other benefit programs or obligations.

7. Interparish Loan Fund

The Interparish Loan Fund was originally funded by parishes that had excess cash and were willing to deposit that cash for use by other parishes. As of the Petition Date, five parishes had made deposits to the Interparish Loan Fund which had not been reimbursed. The Plan contemplates addressing the claims of the four participants with amounts owed from the Interparish Loan Fund through a system of offsets and credits as outlined in the Plan summary below. The Archdiocese does not contemplate any changes to the operation of the Interparish Loan Fund as part of the Plan.

C. Budget summary

During the course of this case the Archdiocese has continued to provide the employee benefits described above, continued to make all contributions to such programs, and continued to pay administrative fees related to such employee benefits, all in the ordinary course of business.

The Archdiocese believes that it has reduced expenses as much as possible while still maintaining its essential missions. For the fiscal year ending June 30, 2016, the Archdiocese’s annual program expenses, including payroll, insurance and other program premiums, operational costs, and related liabilities for each facet of its operations (exclusive of “special issues,” i.e., attorney fees and professional fees, and depreciation) are estimated to be:

Clergy Services	\$2,020,915
Community Services	\$750
Catholic Education	\$523,883
Parish Services & Outreach	\$1,145,158
Central Services	\$2,570,276
Marriage & Family Life	\$707,508
Development & Stewardship	\$424,907
Moderator of the Curia	\$3,388,645
Communications	\$2,085,420
Finance	\$2,540,066
Evangelization	\$334,582
Priest and Parish Support	\$1,154,519
Total	\$16,896,629

The Archdiocese does not believe that it can effectively eliminate any additional expenses and fulfill its missions and obligations. The projections of the Archdiocese’s expected operating expenditures for the first five years after confirmation of the Plan, attached as **Exhibit D**, reflect the Archdiocese’s belief that it will still be able to fulfill its educational, spiritual, and charitable mission by operating on a balanced budget supported by the continued generosity of the Catholic faithful and benefactors.

The Archdiocese's most recent audited financial statements from 2014 along with 2015 unaudited financial report are attached as **Exhibit E**. In addition, the Archdiocese's operating results from the Petition Date through April 2016 are attached as **Exhibit F**. The Archdiocese has also filed monthly operating reports with the Bankruptcy Court throughout the Chapter 11 case. These reports chart the Archdiocese's financial condition and performance during the course of the case. The Committee and its counsel have also had the opportunity to review the Archdiocese's financial reporting during the Chapter 11 case and for the six years prior to the commencement of the Chapter 11 case. During the course of this Chapter 11 case, the Archdiocese has continued to operate within its identified budget and has continued to support the central mission of the Catholic Church.

V. DEBTOR'S ASSETS

Many of the Archdiocese's assets are subject to use restrictions or leases that limit, in whole or in part, their value for use under the Plan. The Archdiocese's property is generally comprised of: (1) real property, (2) personal property (including insurance policies), (3) beneficial interests, and (4) other unavailable assets. The Archdiocese has valued assets based on public records, independent appraisals and assumptions and analysis provided by its financial advisor. Because of its nature, much of the Debtor's property is unavailable for distribution to creditors or to pay Chapter 11 expenses. Such property has limited resale or liquidation value, is necessary for the effective reorganization of the Debtor, or has restrictions that make realizing any value from the sale of the property nearly impossible. Nonetheless, the Debtor has made significant efforts to monetize the assets that can realistically be sold to fund the Plan, including its unrestricted real property interests.

A. Real property

Much of the real property owned by the Archdiocese that was available to use to pay Chapter 11 expenses or make distributions to creditors has already been sold by the Archdiocese during the course of this case. The proceeds from those sales are being held in a separate account. Other real property interests in use for religious purposes or leased to other parties cannot be sold by the Archdiocese because they have limited value, are necessary for the Debtor's effective reorganization, or have use restrictions, long-term leases, and other encumbrances that make it nearly impossible for the Archdiocese to realize any net value in connection with the sale of these properties.

1. Property sold during this Chapter 11 case – converted to cash

The majority of the Archdiocese's saleable real property, i.e., the Hayden Center, the Chancery, Hazelwood have been sold during the pendency of this Chapter 11 case. The Archdiocese is also in the process of selling properties on Dayton avenue in St. Paul. The details of the sales of each of these properties are discussed further in section VI.C.5 of this disclosure statement, below. For purposes of describing the Debtor's assets, however, these properties have been or will be converted to cash. Total expected net cash proceeds of approximately \$8.7 million from the sales of these real property assets are currently being held (for those properties

already sold) and will be held (for the Dayton property) in a segregated account pursuant to order of the Bankruptcy Court.

2. Property in use for religious purposes

The Archdiocese owns real property located at 3045 Park Avenue in Minneapolis, Minnesota that houses the Church of Gitchitiwaa Kateri. For purposes of its bankruptcy schedules, the Archdiocese stated the value of this property in accordance with the Hennepin county tax records estimate of \$442,500. However, due to several issues with the property, the Archdiocese estimates that the actual salable or liquidation value of the property is much less. Based on a broker opinion of value prepared by Cushman & Wakefield NorthMarq on April 19, 2016, the Archdiocese estimates that the market value of this property is \$185,000. The value may in fact be lower, especially given the compressed time frame for sale in a bankruptcy scenario. The property has limited potential for use outside of a place of assembly. The property is also subject to deferred maintenance. Despite the issues with the physical structure, the property is nonetheless important to the Archdiocese's central mission. The Church of Gitchitiwaa Kateri is the only direct Native American outreach ministry within the Archdiocese's region and the property's best use is for its intended religious purpose. This religious use is important for the Archdiocese's central mission to promote the Church within the otherwise underserved Native American community.

3. Property leased to others

The Archdiocese also owns four parcels of real property that are currently leased to others. Each of these properties is subject to a long-term ground lease. The leases on the four parcels are respectively with the Cathedral of Saint Paul, Benilde-St. Margaret High School, Grace High School d/b/a Totino-Grace High School, and DeLaSalle High School.

The schools at issue provide high quality Catholic education to the faithful and disadvantaged. And, of course, the Cathedral is the central icon of Catholicism in Minnesota. The Mission Statement of the Archdiocese underscores the critical importance of Catholic education and the Cathedral to its mission:

“Making the name of Jesus Christ known and loved by promoting and proclaiming the Gospel in word and deed through vibrant parish communities, quality Catholic education, and ready outreach to the poor and marginalized.”

The economic value of the Archdiocese's interest in these properties is very limited. Among other reasons, the long-term leases on the properties prevent the Archdiocese from selling them. While the cash consideration for each lease is nominal--\$1.00, the leases obligate lessees to construct and maintain all buildings, improvements, and fixtures at a combined cost in the tens if not hundreds of millions of dollars. If the Archdiocese were to reject the leases, Bankruptcy Code §365(h)(1)(A) would nonetheless allow the lessees to treat those leases as terminated or retain their rights under the leases for the remaining terms on each lease, subject to

the right of each lessee to seek damages for any losses caused by the Archdiocese's nonperformance. Those potential damage claims would be very large, ranging into tens if not hundreds of millions of dollars. Because the lessees would either be entitled to stay in the properties following sale or would be entitled to compensation for the value of the leasehold interests, no meaningful benefit would be provided to the estate by the sale of such properties because any income received from the sale would be eclipsed by the claims of the lessees. Moreover, it is unlikely that any potential buyer would emerge for these properties due to the lessees rights and claims under their respective leases.

In addition to being subject to long-term leases, the Cathedral, Benilde-St. Margaret, and Totino Grace are subject to mortgages in favor of third parties that would have to be satisfied before the Archdiocese would be entitled to any proceeds. The leased properties are also each subject to deferred maintenance costs. The Cathedral has further been designated as a national and local historic site with use, construction and renovation restrictions that limit the site's use to what it was constructed for—spreading the Gospel of Jesus Christ.

As noted above, significant improvements to these properties, including the buildings themselves, have been paid for by the lessees rather than the Archdiocese. The DeLaSalle property is subject to several use restrictions in zoning, overlay districts, historic designations, conditional use permits, covenants and restrictive use agreements. The Benilde-St. Margaret property also is subject to a use restriction that limits it use to a Catholic high school.

These properties and leases must be maintained by the Archdiocese if it is to maintain the ability to fulfill its core missions. Because of the long-term leases on the properties, the use restrictions, the fact that the lessees will claim ownership of the majority of the improvements on the properties, including in most cases the buildings themselves, the unique nature of some of the properties, and the debt encumbering these properties, the Debtor could not freely sell any of these properties in the open market and is unlikely to realize any value or proceeds from making such an attempt in light of the enormous claims it would convey to the lessees.

4. Leasehold interests

The Archdiocese entered into a lease agreement as tenant with IAF Beacon I LLC on February 29, 2016 for the lease of office space to house the Archdiocese's staff and business operations. The Bankruptcy Court approved the lease on April 7, 2016. The Archdiocese has not yet moved into the leased premises but anticipates doing so in the fall of 2016. The lease may result in a net decrease in annual occupancy costs for the Archdiocese.

B. Personal property

The Archdiocese has miscellaneous personal property. Besides cash proceeds from real estate sales, the primary personal property available to pay Chapter 11 expenses and make distributions to creditors are the Debtor's insurance settlements, insurance policies, other unrestricted cash assets, and cash in excess of reserves in the GIF.

1. Insurance claims and settlements

As a result of extensive negotiations during the course of mediations, the Debtor and Settling Insurers agreed to settlement of claims against the Settling Insurers' policies. As described below, the settlements total \$33.2 million in cash and claims in Home's liquidation and will be contributed to the Plan. The Archdiocese also has a number of insurance policies with Insurers who have not entered into settlement agreements (Non-Settling Insurers). See Exhibit L to the Plan. The Archdiocese's rights to recovery related to Tort Claims under those insurance policies with Non-Settling Insurers will be assigned to the Trust under the Plan. A more detailed account of the Debtor's insurance settlements and applicable policies is provided below.

2. Cash

The Archdiocese attempts to maintain minimum operating cash on hand of approximately \$2 million. The Archdiocese's cash receipts vary. Based on historic performance, the Archdiocese estimates that that it will have operating cash on hand of \$3 million at the end of the fiscal year on June 30, 2016.

The Archdiocese's savings were largely depleted during the pendency of the Chapter 11 case to pay operational and administrative expenses, including legal and other professional fees associated with the Chapter 11 process. At the beginning of the Chapter 11 case, the Archdiocese converted its investment savings into cash in compliance with U.S. Trustee requirements. Some of that cash has been used by the Archdiocese to pay ongoing operating expenses during the pendency of this case. The current cash on hand is necessary for the effective reorganization of the Debtor to pay administrative expenses and maintain the minimum amount necessary to provide a minimum safety margin for operations. The operating cash on hand identified in this section is exclusive of the cash proceeds from the sale of certain Archdiocese real property being held in the segregated account.

a. International Priest Fund and Board Designated Funds

The Archdiocese has reviewed documentation involving the International Priest Fund (\$1,504,971 as of March 31, 2016) and other board-designated funds (\$1,584,168 as of March 31, 2016) and determined that such funds should be available to general creditors as an asset of the estate. These funds had been used for specific purposes designated only by the Archdiocese's board. The Plan provides for distribution of these funds to the Trust.

b. Donor Restricted Cash and Investments

Certain funds held by the Archdiocese are donor-restricted. This means that these funds were given to the Archdiocese by a donor with specific donative intent that the funds be used only for a specific purpose outlined in the documents transferring the funds or assets to the Archdiocese. Under applicable law, these funds cannot be used for purposes other than those outlined in the applicable documents and are therefore unavailable for distribution in this case.

c. Perpetual Trusts

The Archdiocese is the beneficiary of certain perpetual trusts and bequests from individual wills. The bequests in these wills and trusts contain provisions restricting the use of the gifted assets for specific stated purposes. For that reason, although the Archdiocese is the named beneficiary of these certain trusts and wills, the assets are held by the Archdiocese for the benefit of others and may not be used by the Archdiocese for its own purposes, including for purposes of funding a bankruptcy plan of reorganization.

d. Riley Fund

The Archdiocese holds a trust fund (the “Riley Fund”) under a Will executed by William C. Riley on September 16, 1929. The balance of the Riley Fund equaled \$2,581,329.24 as of the Petition Date.

The Plan includes a provision resolving a dispute between the Cathedral Corporation and the Archdiocese concerning ownership and entitlement to the Riley Fund. The settlement reached with the Cathedral Corporation regarding the Riley Fund will be incorporated into the Plan to be approved in accordance with Rule 9019 and as a part of confirmation. The Archdiocese believes that the resolution of this dispute is a reasonable and sound exercise of its business judgment. The facts relevant to the dispute include the following:

The operative language of the Will provides:

It is my wish that the gift to the Diocese of Saint Paul, which is made as a memorial to my father, and any and all sums which may be paid to the Diocese of Saint Paul under the conditions of my said will, as amended by this codicil, shall be held for the benefit of the Cathedral of Saint Paul and used and devoted for such purpose in connection with the said Cathedral of Saint Paul, as the Diocese of Saint Paul may deem best, but this expression of my wishes is in no respect to restrict or limit the character of the gift which is absolute to the Diocese of Saint Paul.

When the Will was executed there was no existing legal entity known as “the Cathedral of Saint Paul of the Roman Catholic Diocese of Saint Paul.” The Cathedral Corporation became a separate corporate entity in 1995.

At the November 22, 1982, meeting of the corporate board of the Archdiocese, the Debtor authorized the placement of the Riley Trust “in an endowment fund at the Chancery for the benefit of the Cathedral, the income of which would be paid periodically to the Cathedral.” The board determined that this “endowment in favor of the Cathedral will also satisfy any obligations to the Cathedral parish for the Cathedral School which was appropriated by the

Archdiocese in 1977 for an Archdiocesan office building. At that time no other payments for the school were made to the Cathedral parish by the Archdiocese.”

In accordance with this intent, the Archdiocese continued to make monthly distributions from the Riley Fund to the Cathedral Corporation, which has relied on the distributions to pay costs of improvements and other expenses in connection with the Cathedral. This practice was maintained by the Archdiocese on a continuous basis from at least 1995 to the Petition Date. On average, the monthly distribution from the Riley Fund to the Cathedral Corporation equaled \$9,710.00 per month. The Riley Fund was designated as “board designated funds” on the Archdiocese’s financial statements and its schedules and statement of financial affairs in this bankruptcy case.

The Archdiocese ceased making distributions from the Riley Fund to the Cathedral Corporation following the Petition Date. The Cathedral Corporation objected to the termination of payments from the Riley Fund and demanded the return of the Riley Fund as property held by the Archdiocese in trust for the Cathedral Corporation. The Archdiocese disputed this contention on the basis of the language of the Will and the fact that the Cathedral Corporation did not exist as a legal entity until 1995.

After negotiation, the Archdiocese and the Cathedral Corporation have agreed to resolve the dispute upon payment by the Archdiocese to the Cathedral Corporation of an amount equal to one-half of the balance of the Riley Fund held by the Archdiocese as of the Effective Date (\$1,289,730), which payment shall be free and clear of any interest of the Archdiocese. The payment will be made directly by the Archdiocese to the Cathedral Corporation and will not be made from the Plan Implementation Account. Payment under the settlement will be made as soon as practical following the Effective Date. The remaining balance of the Riley Fund will be paid by the Archdiocese to the Plan Implementation Account as a component of the distribution contemplated under Section 5.1 of the Plan, which payment shall be free and clear of any interest of the Cathedral Corporation.

The Cathedral Corporation’s agreement to this settlement is conditioned on the waiver of any and all claims and causes of action against the Cathedral Corporation. The Archdiocese believes that the proposed settlement is in the best interests of creditors in light of the legal uncertainty concerning ownership of the property.

3. Accounts receivable
 - a. Parish assessments receivable

As of March 31, 2016, the Archdiocese has accounts receivable from Parish assessments with a booked value of approximately \$8.4 million. The Archdiocese believes that these assets are worth substantially less than as scheduled due to receivables that are uncollectable. The Archdiocese further believes that assessments receivable would be uncollectable in a liquidation. Notably, while Parishes are obligated under Canon Law to pay assessments to the Archdiocese,

Parishes may not have an obligation under Minnesota civil law to do so. Parish assessments will continue to be collected and will be better utilized in the Debtor's reorganization as they will provide the primary means for the Debtor to continue its operations going forward. If accounts receivable are not used to continue to fund Archdiocesan operations, it is unlikely that current accounts receivable will be collectable.

b. Other accounts receivable

The Archdiocese has accounts receivable based on subscriptions and advertisements in the Catholic Spirit, accounting services, priest benefit fund for medical and dental coverage, and CSAF funds. The Archdiocese also has loans receivable from four loans to separate Parishes. Similar to the assessment receivables, the Archdiocese believes that these assets are worth less than as scheduled due to collectability issues.

4. Miscellaneous personal property

The Archdiocese has in its possession miscellaneous personal property that is of minimal value, is difficult to market for sale, or is necessary for the continued operations of the Archdiocese. This personal property consists primarily of miscellaneous religious vestments, jewelry, home furnishings, garage and print shop equipment, lawn care equipment, office equipment, and vehicles, as described in the Debtor's Schedules and Statement of Financial Affairs. The equipment and vehicles are used primarily for the Archdiocese's operations including publication of the Catholic Spirit, maintenance of Archdiocese grounds, general office use, and travel to sites within the Archdiocese's region. The equipment and vehicles are necessary for the Debtor's reorganization and continued operations. Further, such equipment and vehicles have limited resale value because such equipment and vehicles may be outdated. The appraised value of the jewelry owned by the Archdiocese is \$265,400. Of that total amount, approximately \$230,000 is attributable to a single sapphire and diamond ring donated to the Archdiocese. The Archdiocese is in the process of selling that ring and other personal property not necessary for the Archdiocese's operations and missions and with minimal historical or liturgical value. These proceeds will be contributed to the Plan Implementation Account.

C. **Other interests and assets**

1. Residual Ward Estate

The Archdiocese is one of several beneficiaries of the estate of Austin T. Ward. The Archdiocese's beneficial interest is the residuary of the estate after other administration, i.e., the assets left over after all other specific gifts and bequests have been made and all other claims and obligations of the estate have been satisfied. The value of the Archdiocese's interest in that estate is currently unknown, but counsel for the Ward estate estimates a value of less than \$25,000.

2. Clarey Oil Rights

The Archdiocese is the beneficiary of a will providing the Archdiocese a nominal fractional share interest in certain mineral rights in Colorado. The mineral rights are unexplored and the cost of doing so is prohibitive. The value of this asset is believed to be negligible and the Archdiocese has a booked value for this asset at \$340.

3. Ausmar Development Co., LLC

The Archdiocese was included as a beneficiary in a will and received a 25% interest in Ausmar Development Co, LLC, which owns certain real property in Chanhassen, Minnesota. Prior to the Petition Date, Ausmar subdivided the property and marketed the lots for sale. All but two lots were sold prior to the chapter 11 case. Property taxes have risen dramatically on the two remaining lots. Based on the estimated taxable market value of the property, the value of the Archdiocese's interest is estimated to be \$365,775. The Archdiocese does not hold a controlling interest in Ausmar and the other owners are unable to buy out the Archdiocese. However, the property owned by Ausmar continues to be marketed for sale.

D. Avoidable Transfers

The Debtor has investigated and does not believe that it has any colorable avoidable transfer claims worthy of pursuit, especially in light of litigation risks and costs.

As part of this effort, the Debtor has investigated potential avoidable transfer claims relating to lease transactions involving the property leased to others described above, and has determined that no viable avoidable transfer claims exist. The leases entered into with the Cathedral and Benilde-St. Margaret High School are well outside the lookback period for avoidable transfers. The Archdiocese extended the existing leases with De La Salle High School and Totino Grace High School prior to the petition date within the avoidable transfer lookback period. However, these extensions were made in good faith and in furtherance of the Archdiocese's mission of promoting Catholic education. The Debtor strongly believes that it cannot reasonably pursue an avoidable transfer claim related to any of the leases or lease extensions because it would be unable to prove necessary elements of such a claim including insolvency at the time of the transfers, lack of reasonably equivalent value, and lack of good faith on the part of the transferees. With respect to reasonably equivalent value provided to the Archdiocese, despite paying nominal rent to the Archdiocese, each of the lessees is responsible under the leases for all costs and expenses related to the use, occupancy or operation of the premises. The combined annual operations costs for these properties paid by the lessees is in the millions of dollars. The lessees also pay for all improvements and repairs to the properties. Those costs are in the tens of millions of dollars. The payment of these costs by the lessees provides enormous value to the Archdiocese and is critical in the furtherance of the Archdiocese's core missions.

Moreover, even if potential avoidable transfer claims existed as related to the properties leased to others, the counterparties to those leases would have enforceable rights and defenses that would negate any potential recovery to the estate based on such claims. Importantly, the Bankruptcy Code provides that even if a transfer may be avoided, a transferee that takes in good faith and for value is entitled to a lien on the property transferred or may retain any interest transfer to the extent that such transferee gave value in exchange for such transfer, including any obligation incurred. As a result, even if these leases could be avoided, the counterparties would be entitled to a lien on the land for the value of all improvements made to the land by the counterparties, and, for those properties encumbered by mortgages, the unpaid balance of indebtedness secured by mortgages for such improvements. Were any of the lease transactions to be avoided, the claims of the lease counterparties could be enormous and could eclipse other claims filed in this case.

Therefore, the Debtor believes that pursuing avoidance claims would ultimately be fruitless and would actually dissipate estate assets because the cost of litigating such claims would be an enormous expense to the estate and would not result in meaningful assets coming into the estate.

VI. THE CHAPTER 11 CASE

A. Commencement of the Chapter 11 case

The Debtor commenced its case on January 16, 2015 (the “Petition Date”). The Debtor’s case was assigned to the Honorable Robert J. Kressel, United States Bankruptcy Judge. Upon commencement of the Chapter 11 case, the automatic stay of section 362 of the Bankruptcy Code enjoined the commencement or continuation of (a) collection efforts by creditors against the Debtor or to recover a claim against the Debtor by seeking to avoid a transfer of the Debtor’s property, (b) enforcement of liens, if any, against assets of the Debtor, and (c) continued and additional claims against the Debtor.

After the Petition Date, the Debtor remained in possession of its assets and property and continued to operate its businesses as the debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Retention of professionals

1. Debtor’s professionals

By order of the court, Briggs and Morgan, P.A. was authorized to act as bankruptcy counsel to the Debtor in this case. The Debtor retained additional professionals during the course of the Chapter 11 case, each for a specific purpose:

- BGA Management LLC d/b/a Alliance Management was retained as the Debtor’s financial consultant during the course of the Chapter 11 case;

- NorthMarq Real Estate Services, LLC d/b/a Cushman & Wakefield NorthMarq was retained as the Debtor's real estate broker and real estate leasing representative in connection with the sales of Archdiocese real property and the leasing of new office space;
- the law firm of Meier Kennedy and Quinn, Chartered was retained as the Debtor's ongoing ordinary course counsel;
- the law firm of Fredrikson and Byron, P.A. was retained as special criminal defense counsel related to charges asserted against the Archdiocese by the Ramsey County Attorney during the pendency of the Chapter 11 case;
- CliftonLarsonAllen LLP was retained to perform agreed-upon procedures for the Debtor to evaluate the status of financial and corporate records and to monitor internal controls; and
- Regnier Consulting Group, Inc. was retained to complete a loss reserve analysis of the workers' compensation program maintained by the Archdiocese through its General Insurance Fund.

The retention of each of these professionals was approved by the Bankruptcy Court.

2. Official Committee of Unsecured Creditors' professionals

Pursuant to sections 1102(a) and 1102(b) of the Bankruptcy Code, the United States trustee appointed an Official Committee of Unsecured Creditors (the "Committee") to serve in the Debtor's case. The Committee consists of five individuals who hold Tort Claims against the Debtor. The Committee retained Stinson Leonard Street to represent it throughout this case. Since its appointment, the Committee has taken an active role in the Debtor's case. The Committee has also performed its investigatory function by reviewing information supplied by the Debtor and third parties, as well as conducting its preliminary investigation to determine if any other assets could be made available to pay Claims of Tort Claimants or other creditors. The Committee also retained CB Richard Ellis as its real estate advisor, which has also been active in reviewing real estate issues in this case including the real property sales and lease transactions entered into by the Debtor during the course of this Chapter 11 case. These retentions were approved by the Bankruptcy Court. The Committee has also moved to retain Deloitte Transactions and Business Analytics LLP. That retention has not yet been approved by the Bankruptcy Court.

3. Parish Committee's professionals

Pursuant to sections 1102(a) and 1102(b) of the Bankruptcy Code, the United States trustee also appointed an Official Committee of Unsecured Parish Creditors (the "Parish Committee") to serve in the Debtor's case. The Parish Committee consists of five representatives of Parishes who hold claims against the Debtor. The Parish Committee retained

the law firm of Manty & Associates to represent it throughout this case. Since its appointment, the Parish Committee has taken an active role in the Debtor's case. The Parish Committee also retained the law firm of Maslon LLP to act as its special insurance counsel.

C. Significant events in the bankruptcy case

The Bankruptcy Court has entered several orders in this case, each of which is available from the clerk of the Bankruptcy Court.

1. First-day motions

To administer the Archdiocese's bankruptcy estate and to prevent a significant interruption in the Archdiocese's business operations, the Debtor filed the following motions on the Petition Date, each of which was granted by the Bankruptcy Court. These "first day" motions were aimed at allowing the Archdiocese to continue operating with minimal business interruption and to provide certain confidentiality protections to sexual abuse creditors who wished to remain anonymous.

- A motion to authorize the maintenance of the Archdiocese's protected insurance program (GIF);
- A motion to authorize the Archdiocese to file portions of Schedule F, the master mailing matrix, and other pleadings and documents under seal;
- A motion for modification of claim procedures;
- A motion to (a) authorize payment of prepetition wages, salaries, and employee deductions and expenses, (b) authorize payment of prepetition statutory unemployment compensation charges, (c) authorize continuation of participation in medical and dental health insurance programs (AMBP), (d) authorize priest support payments and international priest payments, (e) authorize payment of other benefit and retirement plan obligations, (f) authorize continuation of third party payroll, expense checks and fund transfers, and (g) finding compliance with the requirements of Rule 6003 and waiving the provisions of Rule 4001(a)(3); and
- A motion to authorize maintenance of existing bank accounts and business forms.

2. Debtor's schedules and statements and monthly operating reports

The Archdiocese filed its schedules and statement of financial affairs on January 30, 2015. The Archdiocese's schedules were based on information compiled from several sources, including the Archdiocese's books and records. Because of the undetermined nature of the Tort Claims and the claims of the Parishes against the Archdiocese, the Archdiocese scheduled every known Tort Claimant and Parish claimant as contingent, disputed, and unliquidated.

The Archdiocese has also timely filed all monthly operating reports and other reports as required by the Bankruptcy Code, Bankruptcy Rules, and in compliance with U.S. Trustee guidelines. Each of these reports is available on the docket for this Chapter 11 case.

3. Claim Filing Deadline and notice publication

The Bankruptcy Code provides a procedure for each Creditor who believes it has a Claim against the Debtor to assert such a Claim so that the Creditor can receive distributions from the Debtor's estate. One of the key parts of the process is the establishment of a Claim Filing Deadline – a date by which Creditors must have filed their Claims or else such Claims will not participate in the Bankruptcy Case or receive any distribution from the estate. In a typical Chapter 11 case in the District of Minnesota, creditors must file proofs of claim against the estate within 90 days after the first meeting of creditors. In this case, however, the last date to timely file claims was extended to August 3, 2015, nearly seven months after this Chapter 11 case was initially filed. After the claims filing due date was established, the Archdiocese undertook substantial efforts to widely publicize the due date, including publication in several newspapers, posting of the deadline notice at Parishes, and notices on the Archdiocese's and Bankruptcy Court's websites. Several months after these initial publication efforts, on July 16, 2015, the Committee moved to extend the time to timely file proofs of claim and argued that the claims filing due date should be extended through May 25, 2016 (which is the date that the statute of limitations window under the CVA closes). The Bankruptcy Court denied the Committee's motion and the claims filing due date was not extended.

The Archdiocese took care to consider the sensitive nature of the information contained in the Sexual Abuse Proof of Claim forms. Access to the confidential Sexual Abuse Proof of Claim forms has been tightly controlled. When the claim filing deadline was established, the Archdiocese also instituted protocols for who could and could not view the confidential claim information. Each person authorized to view Sexual Abuse Proof of Claim forms was required to sign a binding confidentiality agreement. Each time that a new category of persons was required to be allowed to view the claim forms, the Debtor and the Committee sought approval from the Bankruptcy Court to allow those persons to view only those claim forms that were necessary for their assessment of the claims.

As of the date of this Disclosure Statement, approximately 740 proofs of claim had been filed against the Debtor and not withdrawn. Of that number, approximately 462 proofs of claims had been filed by 438 individuals asserting unliquidated Tort Claims against the Debtor, 33 of which were filed after the claim filing deadline. Approximately 231 proofs of claim asserting unliquidated contribution and indemnity claims by non-Debtor Catholic entities had been filed against the Debtor.

No order has been entered establishing an Administrative Claims due date. The Debtor has generally been paying undisputed Administrative Claims in the ordinary course of business postpetition. However, upon establishment of an Administrative Claims due date, it is possible that additional Administrative Claims may be filed.

The majority of claims asserted are contingent and unliquidated claims that need to be estimated for allowance and voting purposes.

4. No separate future claims representative

In certain other Diocesan bankruptcy cases around the country, a legal representative for the interests of future abuse claimants has been appointed. The Committee filed a motion to appoint such a legal representative on June 25, 2015 but later withdrew that motion on July 13, 2015. The Archdiocese then moved to appoint such a legal representative on September 17, 2015. At an initial hearing on October 1, 2015, the Bankruptcy Court expressed concern about whether the Bankruptcy Code provided the ability to appoint such a representative and whether such a representative was needed under the circumstances. After a continued hearing, the Bankruptcy Court entered an order on October 30, 2015, denying the motion to appoint a legal representative for interests of future claimants and stating that “the constituency represented by the creditors committee includes and extends to, among others, those individuals who, on the confirmation date under any plan of reorganization in this case, (a) had a claim for sexual abuse (as defined in the order establishing the filing deadline [Docket No. 188]) against the debtor; (b) were under a disability recognized by Minn. Stat. § 541.15 (or other applicable law suspending the running of the limitation period, if any); and (c) did not file a claim or have a claim filed on their behalf.”

5. Property sales

As identified in section V.A.1 above, the Archdiocese sold most of its real property interests during the course of this Chapter 11 case. The proceeds from the closed sales of the Hayden Center, the Chancery, Hazelwood, are held in a segregated interest-bearing account pending further court order. The Archdiocese is also in the process of selling a final real property asset referred to as the Dayton Property. The proceedings related to each of the individual sales are described below.

a. The Hayden Center

During the course of this Chapter 11 case, the Archdiocese sold certain real property located at 328 Kellogg Boulevard West in Saint Paul, Minnesota known as the “Hayden Center.” The Hayden Center was utilized by the Archdiocese as office space for its ongoing operations. The Archdiocese solicited multiple offers for the Hayden Center and received a purchase offer from the Minnesota Historical Society. No other offers were received for the property. The Bankruptcy Court entered an order approving the sale on January 7, 2016. On February 16, 2016, the Archdiocese closed on the Hayden Center sale, selling the property to the Minnesota Historical Society for a purchase price of \$4,500,000.00. As part of the sale of the Hayden Center, the Archdiocese entered into a short-term lease with the Historical Society to allow the Archdiocese to retain its office space on the property until it moves into its new office space in fall 2016. Net sale proceeds of \$4,317,295.67 were deposited into a separate account maintained by Premier Bank to be held pending further court order.

b. The Chancery

The Archdiocese also sold certain real property located at 226 Summit Avenue and 230 Summit Avenue known as the “Chancery.” The Chancery consists of the Chancery building on Summit Avenue used as office space for the Archdiocese’s ongoing operations and the Archbishop’s residence adjacent to the Chancery. The Archdiocese obtained a stalking horse bid from United Properties in the amount of \$2,750,000. Additional bids were also received for the Chancery property. After receiving the competing qualified bids, the Archdiocese, with the participation of the Committee, conducted an auction for the property on April 4, 2016. Four entities participated in the auction and the Archdiocese and the Committee jointly determined which bid yielded the highest and best offer. The Bankruptcy Court entered an order approving the sale of the Chancery on April 7, 2016. On April 14, 2016, the Archdiocese closed on the sale of the Chancery, selling the property to 1777 Bunker Lake Blvd NW LLC for a purchase price of \$3,275,000. As part of the sale of the Chancery, the Archdiocese entered into a short-term lease with 1777 Bunker Lake Blvd to allow the Archdiocese to retain its office space on the property until it moves into its new office space in fall 2016. The parties also entered into a view easement agreement which limited the height of any structure built on the property in order to protect the views to and from the Cathedral of Saint Paul. Net sale proceeds of \$3,181,855.44 were deposited into a separate account maintained by Premier Bank to be held pending further court order.

c. Hazelwood

The Archdiocese also sold certain residential real property located at 10310 295th Street West, Greenvale Township, Minnesota known as “Hazelwood.” Hazelwood was donated to the Archdiocese and had been historically used as a retreat location. Hazelwood was placed on the residential real estate market for several months before a buyer emerged and a purchase agreement was negotiated. The Bankruptcy Court entered an order approving the Hazelwood sale on February 25, 2016. The Archdiocese closed on the sale on March 4, 2016. Net sale proceeds of \$349,804.00 were deposited into a separate account maintained by Premier Bank to be held pending further court order.

d. The Dayton Property

The Archdiocese also is in the process of selling certain commercial real property located at 244 and 250 Dayton Avenue in Saint Paul, Minnesota known as the “Dayton Property.” The Archdiocese has identified a buyer for the Dayton Property and is working toward closing on the sale. The Archdiocese expects to file a sale motion prior to confirmation of a Plan. Upon closing, the Archdiocese will deposit the net sale proceeds into a separate account maintained by Premier Bank to be held pending further court order.

6. New lease for Archdiocese offices

Because the Archdiocese sold the real property where it housed its offices, including the Chancery, the Hayden Center, and the Dayton Property, the Archdiocese was required to make

arrangements to lease new space to house its operations. After an extensive search, the Archdiocese settled on a building located at 777 Forest Street, Saint Paul, Minnesota. The Archdiocese entered into a lease agreement as tenant with IAF Beacon I, LLC as landlord on February 29, 2016 with an initial term of 127 months commencing upon the Archdiocese moving into the premises following initial construction and fit out work performed on the building. The Archdiocese anticipates moving into the new premises in mid-October 2016. The Bankruptcy Court authorized the Archdiocese to enter into the lease agreement on April 7, 2016. The Archdiocese anticipates a possible net savings in occupancy costs under the new lease.

7. Ramsey County lawsuits and settlement of civil suit

During the pendency of the chapter 11 case, on June 3, 2015, the Ramsey County Attorney's Office ("RCAO") initiated a civil action against the Archdiocese petitioning the Ramsey County district court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child's need for protection or services. As discussed above, this civil claim was resolved through a settlement. The Archdiocese seeks to incorporate the civil settlement agreement into its Plan. The Bankruptcy Court approved the civil settlement on January 28, 2016.

The RCAO simultaneously initiated a criminal action against the Archdiocese based on the same alleged facts. The criminal complaint alleges three gross misdemeanor counts each of "contributing to the status as juvenile petty offender or delinquency" and "contributing to the need for protection or services." Each of these counts carries a maximum penalty of a \$3,000 fine. As noted by the RCAO, "a criminal complaint is merely an accusation and ... a defendant is presumed innocent until and unless proven guilty." The Archdiocese has raised several defenses to the criminal complaint and the action is ongoing.

8. Rejection of Infor contract and settlement of claim

Prior to the Petition Date, the Archdiocese had entered into a contract with Lawson Software, Inc. n/k/a Infor (US), Inc. Under the contract, Infor was to provide human resources management software and hosting services. Early in the course of this case, the Archdiocese made the determination to reject the Infor contract and did so by motion. On February 19, 2015, the bankruptcy court granted the Archdiocese's motion. Following the contract rejection, the Archdiocese entered into negotiations with Infor to settle Infor's contract rejection damages claim. The bankruptcy court approved the Archdiocese's settlement with Infor by order dated December 3, 2015.

9. Assumption of Byrne Residence lease

Prior to the Petition Date, the Archdiocese was a tenant under a lease with the Saint Paul Seminary for a property known as the Byrne Residence. The Byrne Residence is used by the Archdiocese as a home for retired priests. The Byrne Residence represents a critical part of the Archdiocese's mission in that, among other things, it is obligated under Canon Law to provide

reasonable support to retired priests. The Archdiocese pays no rent under the lease, but does pay operating expenses for the property. The Bankruptcy Court approved the assumption of the Byrne Residence lease on July 30, 2015.

10. Plan exclusivity

By orders dated April 9, 2015 and October 29, 2015, the Bankruptcy Court extended (i) through and including May 31, 2016, the period within which the Debtor has the exclusive right to file a chapter 11 plan, and (ii) through and including July 29, 2016, the period during which the Debtor has the exclusive right to solicit acceptances of a chapter 11 plan.

11. UCC motion for substantive consolidation

On May 24, 2016, the UCC filed a motion on its own behalf seeking to substantively consolidate the Archdiocese with numerous non-debtor entities including (i) all Parishes, (ii) all consolidated schools, (iii) the Catholic Community Foundation, (iv) the Francophone African Chaplaincy, (v) Segrado Corizon de Jesus, (vi) the Chaplaincy of Gitchitwaa Kateri, (vii) Newman Center and Chapel, (viii) the Catholic Finance Corporation, (ix) the Catholic Cemeteries, (x) Totino Grace High School, (xi) De La Salle High School, and (xii) Benilde-St. Margaret High School. This motion has not yet been heard by the Bankruptcy Court. The Archdiocese is considering its response to this motion and intends to vigorously oppose it.

D. Insurance settlement adversary proceeding and mediation

1. The Insurance Declaratory Judgment Action

On November 24, 2014, prior to the Petition Date, the Archdiocese initiated a civil lawsuit (the “Insurance Declaratory Judgment Action”) in the Minnesota District Court against several insurance carriers, *i.e.*, The Continental Insurance Company, as successor to The Fidelity and Casualty Company of New York, Fireman’s Fund Insurance Company, as successor to Fireman’s Fund Indemnity Company, National Fire Insurance Company of Hartford, TIG Insurance Company, as successor to International Insurance Company, Continental Casualty Company, Hartford Accident and Indemnity Company, American Home Assurance Company, The Aetna Casualty and Surety Company, n/k/a Travelers Casualty and Surety Company, Certain Underwriters at Lloyd’s, London subscribing to Policies SL3721, SL3722, SL3723, ISL3115, ISL3116, ISL3117, ISL3675, ISL3613, ISL3614, and ISL3615, Bellefonte Insurance Company, Excess Insurance Company a/k/a Excess Insurance Company Limited, Terra Nova Insurance Company Limited, Dominion Insurance Company, Sovereign Marine & General Insurance Company Limited a/k/a Sovereign Marine & General Insurance Company Limited, Stronghold Insurance Company Limited, Yasuda Fire & Marine Insurance Company (U.K.) Limited, Sphere Drake Insurance PLC, CNA Reinsurance of London, Limited, Interstate Fire and Casualty Company, 21st Century Centennial Insurance Company f/k/a Colonial Penn Insurance Company, seeking a declaration, *inter alia*, that with respect to each claim of clergy abuse that triggers one or more of the carriers’ policy periods, that as to such claim of clergy abuse, each carrier has or will have upon satisfaction of any retained limit, a duty to indemnify

the Archdiocese for damages paid in the form of verdicts, judgments or settlement, and defense costs incurred in connection with the claims of clergy abuse, and that each primary carrier has a duty to defend and indemnify the Archdiocese in connection with such claims. The Archdiocese also asserted specific allegations as to several insurers and sought additional declaratory relief, as well as injunctive and other ancillary relief. The complaint was amended on January 16, 2015 to add The Catholic Mutual Relief Society of America (“Catholic Mutual”) as a defendant.

On January 16, 2015, the Insurance Declaratory Judgment Action was referred by United States District Court Judge Richard H. Kyle to the Bankruptcy Court for the District of Minnesota under 28 U.S.C. §§ 157 and 1334 for appropriate disposition as an adversary proceeding. The adversary proceeding was opened in the Bankruptcy Court for the District of Minnesota as case number 15-03013.

On January 21, 2015, the Bankruptcy Court ordered that the Insurance Declaratory Judgment Action as well as the Tort Claimants participate in confidential mediation conducted by former Magistrate Judge Arthur J. Boylan. The Bankruptcy Court further ordered that all deadlines and proceedings in the adversary were suspended indefinitely. On January 23, 2015, the Bankruptcy Court further ordered that starting April 1, 2015, the mediator may submit a bill for his services at two-month intervals and that the Archdiocese shall pay the mediator’s bill. At the conclusion of mediation, the total cost of the mediation shall be assessed against the parties in a method that they agree to or is determined by the court.

2. Confidential mediation process

The Debtor, counsel for sexual abuse claimants and some insurers for the Archdiocese and parishes have differing views regarding the viability and settlement value of certain sexual abuse claims. Counsel for claimants and the Archdiocese and various parishes also differ on the value or availability of assets that should be dedicated towards resolution of these claims.

Taking into account the numerous substantive issues addressed in various mediations and negotiations, the Archdiocese’s Plan proposes the following:

- Dedication of Archdiocese real property sale proceeds and expected proceeds totaling at least \$8 million to the Plan Implementation Fund;
- Dedication of \$3.1 million from the International Priest Fund and other Archdiocese board-designated funds to the Plan Implementation Fund;
- Parish, Archdiocese and other GIF participants’ contribution of from \$5 million to \$6 million of funds from the General Insurance Fund towards resolution of sexual abuse claims;

- Settlement of the Riley Fund dispute and contribution of approximately \$1.2 million to the Plan Implementation Fund;
- Settlement with Home Insurance Company in the amount of \$14.2 million recognized as an allowed claim in Home's liquidations. Funds distributed over time will be made available to resolve Tort Claims;
- Settlement with State Farm Insurance Company in the amount of \$5 million;
- Settlement with Catholic Mutual in the amount of \$14 million;
- Contribution of \$13,732,500 from Settling Parish Insurers to the Plan Implementation Fund;
- The transfer of rights of recovery under non-settling Archdiocese and parish insurance policies to the Trust;
- Establishment of a Counseling Fund with contribution of \$500,000 from the Archdiocese;
- The Archdiocese will sell jewelry and other personal property that is not essential to its operations and lacks liturgical or historical significance and will dedicate the proceeds from such sales to the Plan Implementation Fund; and
- Discharge or waiver of all Parish claims against the Archdiocese.

This resolution calls for the establishment of the Trust that will initially collect over \$65 million in cash and allowed claims in Home Insurance Company's liquidations. Counsel for claimants and the UCC reviewed and agreed not to object to the settlements with Home, State Farm and Catholic Mutual.

The rights to proceeds under insurance policies written by Non-Settling Insurers for the Archdiocese will also be tendered to the Trust in a manner that preserves all rights the insurance carriers and abuse claimants presently possess.

Counsel for claimants, the Debtor, Parishes and the Non-Settling Insurers have not yet agreed on universal settlement terms, and it is unclear when such a settlement will occur or what conditions will prompt resolution. While carriers assert various claims and coverage defenses, the coverage available under these policies, at a minimum, could be measured in the tens of millions of dollars. Other relevant parties assert this coverage could be measured in the hundreds of millions of dollars.

Without confirmation of a plan in the near future, the Archdiocese's cash available to resolve Tort Claims will be further eroded by administrative costs. Lifting the stay imposed on the Archdiocese's coverage litigation will significantly increase costs without providing for near

term resolution of any coverage issue that is anticipated to move settlement discussions forward. Discovery, motion practice, and trial of these complex issues will take years and cost millions. Unfortunately, judicial resolution of any particular coverage issue is not anticipated to substantially bridge gaps in settlement positions.

The parties primarily differ in their valuation of sexual abuse claims for settlement purposes. However, trying individual sexual abuse claims will burden sexual abuse claimants and also further deplete Archdiocese and Parish resources with no near term prospect of quickly moving parties off of their settlement positions. Recent history has shown that large jury verdicts are possible and that some claims are subject to dismissal—there should be no need for re-education on these topics.

The only expedient, fair and efficient way to move the process and discussions towards a fully consensual plan is for the Court to move forward with consideration of the Archdiocese's Plan. In the meantime, the Archdiocese will continue to prioritize and participate in settlement discussions.

If no further progress with carrier settlements is achieved, it will be much more efficient for a post-confirmation trustee to resolve insurance claims than it would for the Archdiocese to do so with the cloud of continuing expenses incurred by all parties and bankruptcy hanging over its head.

Post confirmation, the Archdiocese will continue to cooperate with claimants and insurers to ensure a fair and joint resolution of Tort Claims. This costly process has already gone on for too long. Further delays and proceedings will only harm victims, the Archdiocese, parishes, the faithful and the community. This Plan provides total consideration for claimants far in excess of most diocesan reorganizations while retaining the rights of claimants to seek greater awards without prejudicing the rights of carriers.

3. Claims determinations

By virtue of its Plan, the Archdiocese proposes to have a trustee accept, reject and value claims as proposed in the Trust Distribution Plan. The Tort Claims submitted to date vary widely in terms of cognizability and value. Counsel for claimants, the Debtor, Parishes and insurance carriers have exchanged detailed information regarding the merits and value of each Claim. This has resulted in several settlements and will serve as the foundation of further negotiations and agreements.

The Archdiocese does not recognize substantial value in spending valuable resources objecting to and contesting individual Tort Claims. If one claim is dismissed, claimants may merely ascribe a higher settlement value to a more meritorious claim thereby maintaining their global settlement position. Further, such proceedings may cause undue pain and suffering to those with valid claims.

In the end, time is on no one's side. If this case continues indefinitely without a confirmed plan, valuable resources that could be directed towards claimants will be spent on legal fees, and claimants will be deprived of the benefit of settlements and trust distributions. Neither carriers nor counsel for Tort Claimants can reasonably envision proceeding with over 400 costly, complex trials and coverage actions over many years. The Archdiocese must be allowed to reorganize and obtain a fresh start, and Tort Claimants must move on with their lives with treatment, respect, restitution and hope.

4. Insurance coverage issues

Coverage for Tort Claims. Because the most important asset available to the Archdiocese to satisfy Tort Claims is its insurance, an expansive explanation is provided to allow an understanding both as to the extent of the coverage and its limitations. The Archdiocesan policies implicated by these claims span the period from 1945 through 2016. The policies fall into two categories. The first consists of policies covering liability for bodily injury that takes place during the policy period and caused by an "accident". Even if the claim is made years after the policy terminates, this type of policy covers the insured's liability so long as the claimant's bodily injury took place during the policy period. Policies of this type are commonly referred to as "occurrence-based" policies. The policies from 1945 to 1986 and 1987 to 1990 are all in this category.

The second category is comprised of policies that provide coverage if a claim is made during the policy period. This type of policy is referred to as "claims made" coverage. The Archdiocese has "claims-made" coverage for the period 1986-1987 and 1990 onward. "Claims made" policies differ from "occurrence-based" policies in that, unlike "occurrence-based" policies, "claims made" policies cover claims made during the policy period even if the injury took place years before the policy inception. Because the claim must be made during the policy period to trigger coverage, the only "claims made" policies covering revived claims against the Archdiocese are those in effect since the Child Victim Act was enacted. In other words, only the "claim made" policies in effect since May, 2013 can be expected to respond to revived claims. However, the "claims made" policies in effect from May 2013 to date provide no coverage if the alleged abuse first began prior to September 1, 1990. Few claims fall in this coverage gap.

Another important feature of all of the policies that must not be forgotten is that the carriers will not pay amounts in excess of their policy limits. Finally, as explained below, the policies contain exclusions that are said to bar coverage.

Policies During the Period 1945 to 1986. As explained above, the policies during the period 1945 to 1986 were all "occurrence-based" policies. For the early years, 1945 to 1952, the Archdiocese lacks copies of the policies themselves, but the Archdiocese has a ledger showing the name of the carrier, the policy period, the type of coverage and the policy limits. For the period 1952 onward, the Archdiocese has copies of policies, with one notable exception described below.

During this period, a number of the policies were issued for 3 years at a time. None of the policies during this period had aggregate limits. For the period 1945 to 1949 the primary limits were \$25,000 “per person” and \$50,000 “per accident”. From 1949 to 1964 the limits were \$100,000 “per person” and \$300,000 “per accident”. From 1964 to 1967, the primary policy limits were \$250,000 “per person” and \$500,000 “per accident”. Beginning in 1966 the Archdiocese carried not only primary insurance policies but also umbrella or excess policies. Generally, these upper layer policies provide coverage for bodily injury once the insured’s liability (and in one case defense costs) exceeds the primary limits. Defense costs are paid by umbrella and excess carriers if the underlying policy’s limits are exhausted, which occurs usually by payment of those limits for settlements or judgments.

The Archdiocese’s umbrella or excess coverage for the period 1966 to 1986 varied from \$3 million “per occurrence” to as much as \$20 million in total for a given year.

The Archdiocese’s position is that each claimant’s injuries constitute an “occurrence”. This means that the “per occurrence” limits are the same as the “per person” limits. A number of the carriers, though not all, disagree and contend either that each perpetrator’s abuse constitutes a single occurrence, regardless of the number of individuals he is alleged to have abused, or that there is a single occurrence consisting of the Archdiocese’ generalized failure to protect claimants. According to the carriers who assert that each perpetrator’s conduct constitutes a separate occurrence, if the policy limits are \$100,000 “per occurrence” and two individuals were abused by the same person during one policy year and were adjudged entitled to \$100,000 each, then the most the carrier would owe is \$100,000 in total. Under the Archdiocese’s view, the carrier would owe \$200,000. According to the carriers who assert there is a single occurrence regardless of the number of perpetrators or victims, under the foregoing example, even if there were 10 claimants adjudged to be entitled to \$100,000 each, the carrier would still owe only \$100,000. The Archdiocese’s position is that under this scenario, the carrier would owe \$1 million.

Certain carriers also contend that the “per person” and “per occurrence” limits for their three-year policies are the most that is available for all three years. In other words, if a person is abused in three different policy years and the limits are \$100,000 “per person”, the carrier would owe only \$100,000 in total for the entire three-year policy. The Archdiocese’s view is that the carrier must pay the “per person” limits for each year, i.e., it must pay \$300,000.

Another issue raised by “occurrence-based” carriers is that many of the claims do not involve an “occurrence” and so there is no coverage at all. They base this on their contention that there is no “occurrence” (or in earlier policies an “accident”) if the Archdiocese expected or intended the injury. The Archdiocese believes that Minnesota law requires that it have had “specific intent” to injure before coverage is barred. Some carriers have denied coverage on this basis for some claims. But, in most cases, carriers have only reserved their rights to deny coverage and agreed to defend.

Finally, another important facet of the Archdiocese insurance program is that beginning September 1, 1980 the Archdiocese as well as numerous other Catholic Entities, i.e., those

participating in the General Insurance Fund (“GIF”) explained below, were covered under the so-called Bishop’s Plan. For the period September 1, 1980 to September 1, 1986 the Bishop’s Plan consisted of a first layer of coverage issued by certain London market insurers (“LMI”) whose policies contain a retention of \$100,000 “per occurrence” per year including defense costs. The retention means that LMI was not responsible to pay either defense or settlements or judgments until the total of such amounts paid for an individual claim exceeded \$100,000 per policy year. (Rather, the GIF is obligated to pay such retained amount.) Multiple insurers subscribed to each LMI policy and were only liable for their own shares. Insurers representing between 10 and 20% of each year are insolvent. Except for potentially one insolvent carrier, the time to submit claims to these insolvent carriers’ liquidators has passed.

Also, the primary carrier for the period 1961 to 1967, the Home Indemnity Company (“Home”), is insolvent and is the subject of a liquidation proceeding pending in New Hampshire state court. Home initially took the position that the time for the Archdiocese to file claims in the liquidation proceeding expired long ago (before the enactment of the Child Victim Act). The Archdiocese has been able to negotiate a settlement with Home under which Home will accept the Archdiocese’ claims as timely filed subject to various terms and conditions described below.

Although the New Hampshire liquidator has been willing to work with the Archdiocese and treat the claims as timely filed, the Minnesota Insurance Guaranty Association (“MIGA”) has not. MIGA is a quasi-Minnesota state agency set up to ensure that Minnesota insureds whose insurers become insolvent can still recover up to \$300,000 per claimant. In addition to contending that the claims are untimely (despite New Hampshire’s position), MIGA has contended that the Archdiocese had “net worth” in excess of the statutory maximum in the year before Home became insolvent, prohibiting MIGA from paying. Of course, the Archdiocese is a non-profit whose assets are used for charitable purposes and include donated funds dedicated to specific purposes. It is significantly different from a for-profit entity where the difference between assets and liabilities represents amounts owners or shareholders can use for their own personal benefit.

Finally, for the period 1974 to 1978 or 1979, the Archdiocese had two primary carriers, Aetna Casualty and Surety Company and State Farm Insurance Company. Both carriers’ policies had limits of \$500,000 “per occurrence”. The Archdiocese has been unable to locate copies of the State Farm policies. The only evidence of the policy is a reference to it in the umbrella policies for the same years. State Farm has denied any responsibility based on various contentions. Nonetheless, the Archdiocese has achieved a settlement with State Farm.

Policies after September 1, 1986. The September 1, 1986-September 1, 1987 policies were “claims made” and cover only claims made during the policy period. In addition, the policies arguably include an exclusion for insureds’ liability for sex abuse by employees. The Archdiocese contends that Archdiocesan priests are not its employees for purposes of this exclusion. The carriers who issued these policies disagree.

The only coverage available for Tort Claims where the abuse is alleged to have taken place during the period 1987 to 1990 were occurrence based but are exhausted.

Beginning on September 1, 1990 the Archdiocese was insured for certain liability for sexual misconduct under “claims-made” policies issued by Catholic Mutual Relief Society. Catholic Mutual’s post-September 1, 1990 policies, however, do not cover sexual abuse which began before September 1, 1990.

Catholic Mutual has raised various coverage defenses and limitations including lack of notice, certain exclusions and various sub-limits that apply depending on when the abuse is alleged to have occurred. Despite these coverage defenses, the Archdiocese has negotiated a settlement with Catholic Mutual.

Exhibit L to the Plan is a chart depicting the identity of the carriers, the policy period during which they provided coverage for the Archdiocese, their policy limits, whether they are a primary, first layer, or upper layer carrier.

5. Insurance settlements

So far the Archdiocese has reached settlements with two insurance companies, Home and State Farm, and has reached a settlement in principle with Catholic Mutual, which remains to be reduced to a formal written agreement.

The Home settlement provides the Archdiocese with an approved claim in the Home state court liquidation proceeding in the amount of \$14.2 million in exchange for a policy buy-back and a release of coverage for all claims under the Home policies. In addition to obtaining bankruptcy court approval of the settlement and the Plan, the settlement is not effective until approved by the court in Home’s New Hampshire state liquidation proceeding. The Archdiocese will be entitled to receive distributions in the course of the Home liquidation proceeding. Home has been making distributions annually or semi-annually. Distributions from Home will be payable to the Trust. After all contingencies are met and if the Trust so decides, the approved claim against the Home’s liquidation estate may be sold to entities who buy such claims.

State Farm has agreed to a \$5 million settlement. Under the settlement State Farm will buy back its policies and receive a full and complete release of any obligation to pay any and all claims under its policies during the period 1975 to 1977 or 1978. The settlement is contingent on Court approval of the settlement and the Plan.

The Catholic Mutual settlement in principle provides for the payment by Catholic Mutual of \$14 million to the estate, in exchange for releases and injunctive relief (including the Channeling Injunction and Settling Insurer Supplemental Injunction) of Tort Claims against the Archdiocese and certain Catholic Entities, certain non-Tort Claims against the Archdiocese as well as claims against two parishes covered under policies Catholic Mutual issued to those parishes (Guardian Angels and Assumption)(the “CM Parish Policies”). Catholic Mutual will be buying-back the CM Parish Policies under the settlement (that includes the Archdiocese, Guardian Angels and Assumption), but it will not be buying back the Archdiocese policies, with coverage under those policies continuing as applicable. The Catholic Mutual settlement is contingent on bankruptcy court approval of the settlement and Plan by Final Order.

E. Lawsuits against Parishes

Prior to expiration of the CVA on May 25, 2016, numerous claimants against the Archdiocese and some other claimants filed state court civil lawsuits against Parishes where alleged abuse occurred. Many of these actions have been stayed by agreement of the parties pending outcome of this bankruptcy case. The Plan proposes that, as part of the global resolution of abuse claims, such claims shall be channeled, along with the claims against the Archdiocese, to the Trust to which the Plan proposes both the Archdiocese and Parishes contribute rights to insurance policy recoveries.

F. Professional expenditures in the Chapter 11 case

As of April 30, 2016, the Bankruptcy Court had approved total professional fees and expenses of approximately \$5,432,433.96 incurred from the Petition Date through October 31, 2015. After accounting for amounts paid from retainers to professionals, which those professionals have drawn upon, the total amount of professional fees and expenses paid by the Debtor postpetition is \$4,527,596.41 as of April 30, 2016. The Archdiocese estimates that the additional unpaid outstanding amounts owed to professionals for the time period November 1, 2015 through April 30, 2016 total approximately \$4,104,202.03.

1. Professional expenditures so far

The table below lists the paid and estimated outstanding professional fees and expenses through April 30, 2016 incurred during this Chapter 11 case. Certain professionals received retainers prior to the Petition Date, which have been utilized to pay down professional fees incurred to date.

Professional	Total Fees & Expenses Paid as of April 2016	Estimated Fees & Expenses Outstanding
Debtor's Professionals		
Briggs and Morgan	\$2,699,709.80	\$1,785,388.02
Alliance Management	\$106,840.88	\$41,245.50
Meier Kennedy & Quinn	\$137,462.85	\$51,696.81
Fredrikson & Byron	\$191,835.50	\$434,874.72
Cushman Wakefield NorthMarq	\$211,445.00*	*
Regnier	\$3,500.00	\$0
CliftonLarsonAllen	\$14,048.75	\$0
<i>Subtotal</i>	\$3,364,842.78	\$2,313,205.05
Committee's Professionals		
Stinson Leonard Street	\$775,842.91	\$665,925.93

CBRE	\$3,125.00	\$97,029.17
<i>Subtotal</i>	\$778,967.91	\$762,955.10
Parish Committee's Professionals		
Manty & Associates	\$67,150.74	\$133,506.30
Maslon	\$1,221,472.53	\$894,535.58
<i>Subtotal</i>	\$1,288,623.27	\$1,028,041.88
Total	\$5,432,433.96	\$4,104,202.03
Less retainers	(\$904,837.55)	(\$81,245.50)
Total	\$4,527,596.41	\$4,022,956.53

* Cushman Wakefield NorthMarq fees paid as commission on property sales. The sale of the Dayton property is pending and such fees will be taken from sale proceeds in accordance with the order approving the broker's retention.

2. Expenditures if a Plan is not confirmed

The Plan provides for the end of escalating litigation and mediation costs, the distribution of over \$65 million in Archdiocese and non-Debtor Catholic entity funds and settlement proceeds to certain Tort Claimants, the transfer of rights to recover under Archdiocese and Parish Insurance Policies and the establishment of a Counseling Fund providing \$500,000 for counseling for sexual abuse victims. The alternative is continuing protracted litigation on several fronts, and forfeiting all settlement proceeds of the several settlements incorporated into the Plan.

If the Plan is not confirmed and trials on each individual Tort Claim are required, tens of millions of dollars in additional costs will be incurred. Resolution of these trials will take well over 10 years if the court system can accommodate 40 trials per year, with inevitable appeals and coverage lawsuits.

VII. DEBTOR'S NON-MONETARY UNDERTAKINGS FOR THE PROTECTION OF CHILDREN

As described in section III.D above, the Archdiocese has undertaken significant efforts to implement protocols and procedures for the protection of children. In addition, as part of the Archdiocese's settlement with the Ramsey County Attorney's Office the Archdiocese has agreed to implement and has already begun implementing additional protocols and procedures for the protection of children and to ensure additional oversight. The Archdiocese incorporates those additional protocols and transparency covenants and obligations into the Plan as Exhibit K thereto. In addition, the Archdiocese has established as part of the Plan a counseling fund for the benefit of Tort Claimants dedicating \$500,000 for counseling as outlined in the Counseling Fund Process attached as Exhibit F to the Plan. The Unsecured Creditors Committee recently suggested additional protocols which are under review. The Plan and Disclosure Statement will be amended if additional protocols are agreed upon.

As set forth in the Plan, the Archbishop and the Reorganized Debtor agree to adhere to the non-monetary undertakings set forth in Exhibit K to the Plan for the time periods set forth therein.

VIII. SUMMARY OF THE PLAN

THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE, CLASSIFICATION, TREATMENT AND IMPLEMENTATION OF THE PLAN. THE SUMMARY BELOW IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PROVISIONS SET FORTH IN THE PLAN ITSELF, THE TERMS OF WHICH CONTROL. THE SUMMARY OF THE PLAN IN THIS DISCLOSURE STATEMENT DOES NOT PURPORT TO BE COMPLETE. CONSIDERATION OF THIS SUMMARY IS NOT A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO REVIEW THE PLAN CAREFULLY, INCLUDING ALL EXHIBITS.

A. Classification of Claims

Bankruptcy Code section 101(5) defines a claim as (a) a “right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured”; or (b) a “right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.”

Bankruptcy Code section 1123 requires a plan of reorganization to designate classes of claims against a debtor. Bankruptcy Code section 1122 requires that each class of claims contain only claims that are “substantially similar” to each other. The Plan divides the different Claims against the Debtor into separate classes based upon the legal nature and the Debtor believes that all Claims have been classified in accordance with the requirements of sections 1122 and 1123.

The Claims categories listed below classify Claims (except Administrative Expense Claims and Priority Tax Claims) for all purposes, including voting, confirmation, and distribution pursuant to the Plan. A chapter 11 plan must designate each separate class of claims either as “impaired” (affected by the plan) or “unimpaired” (unaffected by the plan). If a class of claims is “impaired” under the Bankruptcy Code, the holders of claims in that class are entitled to vote on the plan (unless the plan provides for no distribution to the class, in which case the class is not entitled to vote to accept or reject the plan and is deemed to reject the plan). If a class of claims is unimpaired, the holders of claims in that class are not entitled to vote to accept or reject the plan and are deemed to accept the plan.

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Tax Priority Claims are not classified for the purposes of voting or receiving

distributions under the Plan. Instead, all such Claims are treated separately as unclassified Claims on the terms set forth in Article II of the Plan.

Class	Description	Impairment	Voting Rights
1	Priority Claims	Unimpaired	No
2	Governmental Unit Claims	Unimpaired	No
3	General Insurance Fund and Archdiocese Medical and Dental Benefit Plan Claims	Impaired	Yes
4	Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan Claims	Unimpaired	No
5	Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan Claims	Unimpaired	No
6	Pending Tort Claims	Impaired	Yes
7	Future Tort Claims	Impaired	Yes
8	Inter-Parish Loan Fund and Assessment Overpayment Claims	Impaired	Yes
9	Trade Vendor Claims - Class 9A - Class 9B	Impaired Impaired	Yes Yes
10	Secured Claim of Premier Bank	Unimpaired	No
11	Guaranty Claims	Unimpaired	No
12	Other Tort Claims and Unsecured Claims	Impaired	Yes
13	Catholic Entity Abuse Related Contingent Claims	Impaired	Yes
14	Other Abuse Related Contingent Contribution and Indemnity Claims	Impaired	No; deemed to reject
15	Penalty Claims	Impaired	No; deemed to reject
16	Priest Support Payments	Unimpaired	No

Consistent with section 1122 of the Bankruptcy Code, a Claim is classified by the Plan in a particular Class only to the extent the Claim is within the description of the Class, and a Claim is classified in a different Class to the extent it is within the description of that different Class.

B. Definition of Claims and Claim treatment

The treatment of Claims in the Plan is in full and complete satisfaction of the legal, contractual, and equitable rights that each holder of an Allowed Claim may have in or against the Archdiocese or its property. This treatment supersedes and replaces any agreements or rights those persons have in or against the Archdiocese or its property. All distributions under the Plan will be tendered to the person holding the Allowed Claim in accordance with the terms of the Plan.

The treatment of each class of Allowed Claims, and the reasons for that treatment, is set forth below:

1. Priority Claims (Class 1)

Class 1 consists of the holders of Priority Claims. These are claims entitled to priority under sections 507(a) and 503(b)(9) of the Bankruptcy Code other than Administrative Claims or Priority Tax Claims. These are claims for unpaid wages, employee benefit plan contributions and similar items identified in the Bankruptcy Code. The Plan provides that all holders of allowed Class 1 Claims will be paid in full, in cash, without interest on the later of the Effective Date of the Plan or the date the Class 1 Claim becomes an Allowed Claim (or as soon thereafter as is practicable), unless the holder of the Class 1 Claim and the Archdiocese agree to different treatment. The Archdiocese does not believe that there will be significant priority claims if the Plan is approved.

2. Governmental Unit Claims (Class 2)

Class 2 consists of holders of Governmental Unit Claims that are not Priority Claims, Administrative Claims, or Priority Tax Claims. The Plan provides that all holders of allowed Class 2 Claims will be paid in full, in cash, without interest on the later of the Effective Date of the Plan or the date the Class 2 Claim becomes an Allowed Claim (or as soon thereafter as is practicable), unless the holder of the Class 2 Claim and the Archdiocese agree to different treatment.

3. General Insurance Fund and Archdiocese Medical and Dental Benefit Plan Claims (Class 3)

Class 3 consists of the holders of Claims against the Archdiocese held by Parishes and Non-debtor Catholic entities identified on schedule 1 to the Plan arising from or related in any way to the collection and use of contributions and premium and other payments made by such Claimants to the Archdiocese under the General Insurance Fund (“GIF”) and the Archdiocese Medical and Dental Benefit Plan (“AMBP”), including any claims arising from the Archdiocese’s administration of the GIF and AMBP. The Plan provides that the Archdiocese

will assume its participation in the GIF and AMBP, will continue to sponsor the GIF and AMBP, and will cause to be paid claims and administrative expenses under the GIF and AMBP to the extent of available funds in the GIF and AMBP in accordance with prior practices.

The Archdiocese has set participant premiums for the GIF for the period through July 1, 2017. The Archdiocese anticipates that premiums will be sufficient to pay all known claims and incurred but not reported claims (other than Tort Claims), plus administrative expenses, expenses related to maintaining workers compensation reserves and deposits and premiums for reinsurance and participating employer rebates (“GIF Claims and Expenses”) and the minimum GIF Contribution Amount (as defined below). The Archdiocese, however, will adjust GIF premiums to the extent necessary to pay GIF Claims and Expenses and the minimum GIF Contribution Amount as set forth below. The Archdiocese will not reduce premiums to the GIF prior to July 1, 2017 and will not increase premiums prior to June 30, 2017 except to the extent necessary to pay GIF Claims and Expenses and the minimum GIF Contribution Amount provided for in the Plan.

Funds in the GIF not required to pay GIF Claims and Expenses will be held in reserve and will be paid to the Plan Implementation Account (if paid on the Effective Date) or the Trust (if paid after the Effective Date) in satisfaction of claims of participants related to Tort Claims and as additional consideration for the channeling injunction set forth in this Plan (“GIF Contribution Amount”). The Plan provides that the GIF Contribution Amount will be at least \$5,000,000 and shall not exceed \$6,000,000. The exact total of this amount will be reasonably determined by the Archdiocese to reflect incurred and unpaid non-abuse claims and appropriate reserves. The Archdiocese projects that the GIF Contribution Amount is attainable in the timeframe outlined without an increase in premiums and will allow for sufficient reserves.

The reason for this contribution is to provide additional funds to claimants and because of the nature of the GIF. The GIF, among other things, insures the Archdiocese and Parishes for defense costs and amounts directed towards settlement of sexual abuse claims that are not covered by other carriers. Insurers contend that the first \$100,000 of such costs per claim from 1980 forward must be paid by Parishes or the Archdiocese before certain insurers are obliged to provide coverage.

As of the petition date, approximately \$3.5 million was available in the GIF to pay for defense costs or settlement of such claims while maintaining sufficient reserves to meet the other purposes of the GIF. If there are no unexpected, insured losses, the Archdiocese projects that between \$5 million and \$6 million will be available to address Tort Claims on July 1, 2017. This is largely the result of the stay of litigation with no funds being directed towards defense or settlement of alleged sexual abuse claims.

As such, the Plan provides that on the Effective Date, the Archdiocese will pay to the Plan Implementation Fund for contribution to the Trust an amount equal to the available balance of the GIF Contribution Amount held by the Archdiocese as of the Effective Date, taking into account the need for appropriate reserves. As soon as practical on or before June 30, 2017, the

Archdiocese will pay to the Trust the balance of the GIF Contribution Amount up to the maximum total amount of \$6,000,000. Any amount not required to be paid to the Trust will be held in the GIF for administration in accordance with prior practices. Any other claims related to the GIF, including any claims arising from prior contribution to the GIF, will be disallowed and receive no distribution.

The AMBP is administered by a separate board of trustees. The Plan provides that to the extent permitted under applicable law, the Archdiocese shall cooperate with the trustees of the AMBP following the Effective Date to convert the AMBP to a VEBA Trust (or similar trust mechanism). Notwithstanding anything to the contrary in the Plan, neither the Archdiocese nor the trustees of the AMBP shall be required to enter into any trust or other arrangement that will require that the AMBP, or any successor trust mechanism, provide coverage for services or procedures contrary to the teachings of the Catholic Church. The Archdiocese, again in cooperation with the trustees of the AMBP, reserves the right to seek the termination of the AMBP if the conversion of the AMBP is impossible or proves to be unreasonably expensive or impractical or in the event that it becomes impossible or impractical to maintain rates for the AMBP in an amount sufficient to pay future claims. The Archdiocese does not propose to contribute AMBP funds to the Plan because all AMBP funds are currently projected to be necessary for continuation of the AMBP itself. *See* discussion at Section IV.B.3 above.

4. Archdiocese Priests' Pension Plan Claims (Class 4)

Class 4 consists of the holders of Claims against the Archdiocese for liability arising under the Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan. The Plan provides that the Archdiocese will assume its participation in the Priest Plan and will continue to meet its obligations under the Priest Plan as they become due. The Archdiocese will not make any payment with respect to any Claim filed in this Chapter 11 case with respect to Class 4 Claims.

5. Archdiocese Lay Employees' Pension Plan Claims (Class 5)

Class 5 consists of the holders of Claims against the Archdiocese for liability arising under the Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan. The Plan provides that the Archdiocese will assume its participation in the Lay Employees' Plan, and will continue to meet its obligations under the Lay Plan as they become due. The Archdiocese will not make any payment with respect to any Claim filed in this Chapter 11 case with respect to Class 5 Claims.

6. Pending Tort Claims (Class 6)

Class 6 consists of the holders of Pending Tort Claims. As described in greater detail below, the Plan creates a Trust to fund any payments to Class 6 and Class 7 Claimants entitled to such payments under the Plan, Trust Agreement and Trust Distribution Plan. The Plan provides that liability for Class 6 Claims shall be assigned to and assumed by the Trust and assessed by the Trust through the Trust Agreement and the Trust Distribution Plan.

Each Class 6 Claim will be estimated solely for the purpose of voting on the Plan.

The Plan seeks to ensure that similarly situated Class 6 Claimants and similarly situated Class 7 Claimants are treated similarly. **Thus, Class 6 and Class 7 Claimants' share of the Trust Assets as provided by the Trust Distribution Plan is the only amount, if any, they will be entitled to receive from Protected Parties under the Plan.** See the discussion of Trust treatment of Class 6 and 7 Claims in section VIII.E.3 below for further detail.

Nonetheless, Class 6 and Class 7 Claimants may elect to obtain a judicial determination, through a jury trial if they choose, of any Protected Party's liability and Claimants' damages. In addition, they will be allowed to retain their right of direct action against Non-Settling Insurers as provided under Minn. Stat. §60A.08, subd. 6 or other applicable law. However, even if a Class 6 or Class 7 Claimant obtains a judgment for damages against a Protected Party or a Non-Settling Insurer, the Class 6 or Class 7 Claimant's recovery is limited as described in the Plan and the balance of such recovery must be turned over to the Trust as described in the Plan. Distribution from the Trust does not preclude claims or recoveries by Class 6 or Class 7 Claimants against Persons who are not Protected Parties or Settling Insurers; claims and recoveries against Non-Settling Insurers shall be limited as described in the description of Trust treatment of Class 6 and 7 Claims below.

The Non-Settling Insurers remain fully liable for their obligations related in any way to the Class 6 and Class 7 Claims, and their obligations are not reduced by the fact that the Archdiocese is in bankruptcy or by the amount of distributions claimants receive or are entitled to receive based on the Trust Distribution Plan. Determinations by the Tort Claims Reviewer as to the points assigned to Class 6 and 7 Claimants and any distributions Distribution Plan Claimants are entitled to receive from the Trust shall not be a determination of the liability of or damages, if any, that any Protected Party is obligated to pay for Tort Claims within the meaning of any Insurance Policy. As described below, the Plan provides that the Protected Parties will assign to the Trust their Transferred Insurance Interests (as defined in the Plan). The Trust may continue efforts to obtain recoveries from any Non-Settling Insurers related to the Class 6 and Class 7 Claims. Any such recoveries by the Trust from Non-Settling Insurers will likewise become Trust Assets to be distributed pursuant to the Trust Distribution Plan. To bar any argument by the Non-Settling Insurers that any provision of this Plan, including the transfer of the Archdiocese's or other Protected Party's rights to the Trust, results in a forfeit of coverage, the Plan preserves the Non-Settling Insurers' rights to the extent required under their respective Insurance Policies and applicable law.

7. Future Tort Claims (Class 7)

Class 7 consists of the holders of Future Tort Claims. The Plan provides that liability for Class 7 Claims shall be assumed by the Trust and assessed by the Trust through the Trust Agreement and the Trust Distribution Plan as described with respect to Class 6 Claims above and in the summary of the Trust below. Class 7 Claimants shall file Proofs of Claim substantially in

the form attached as Exhibit B to the Plan and shall include information sufficient for the Tort Claims Reviewer to make an evaluation of the Claim pursuant to the factors set forth in the Trust Distribution Plan.

8. Inter-Parish Loan Fund and Assessment Overpayment Claims (Class 8)

Class 8 consists of holders of claims against the Archdiocese for unpaid deposits made to the Inter-Parish Loan Fund (the "IPLF") prior to the Petition Date and for Parish assessment overpayments made by any Parish set forth on schedule 2 to the Plan. The Plan provides that, unless otherwise agreed by an individual claimant and the Archdiocese, a Parish that owes assessments to the Archdiocese as of the Effective Date in an amount in excess of the claim of such Parish in Class 8 will be entitled to a reduction in the balance of past due assessments payable by such Parish in an amount equal to the amount of such Parish's Class 8 Claim. These Parishes will receive no other distribution in connection with such Class 8 Claim and will remain liable for the full amount of assessments due from and after the Effective Date and the balance of unpaid assessments as of the Effective Date, as reduced in accordance with the Plan. The claims of the Parishes who hold Class 8 Claims in excess of the balance of assessments payable by such Parish as of the Effective Date will be reduced by the amount of the unpaid assessment due by such Parish, if any. The remaining balance of the Class 8 Claim will be satisfied by a credit against the assessments that would otherwise be due from such Parish from and after the Effective Date. This credit will be applied on a quarterly basis against future assessments, as determined by the Archdiocese in accordance with its general practice in calculating assessments, until such time as the Class 8 Claim of such Parish has been satisfied in full, without interest. By way of example, a Parish with a Class 8 Claim (net of any past due assessments) in the amount of \$500,000 will not be required to pay post-Effective Date assessments to the Archdiocese until the Class 8 Claim has been satisfied in full through the credit and reduction contemplated in the Plan. The credit and reductions contemplated under the Plan will be noted by the Archdiocese in its assessment notice to Class 8 Claimants, which calculation shall be conclusive absent manifest error.

The Plan further provides that holders of Class 8 Claims shall have no interest in amounts payable to the Archdiocese by Parishes obligated pursuant to deposits made under the IPLF and shall have no interest in amounts payable to the Archdiocese by Archdiocesan Parishes who are liable to the Archdiocese for advances previously made under the IPLF. The Archdiocese shall be entitled to deduct from any distribution to any holder of a Class 8 Claim any amounts payable by such Parish to the Archdiocese.

9. Trade Vendor Claims (Classes 9A and 9B)

Class 9A consists of holders of claims against the Archdiocese for goods and services supplied to the Archdiocese prior to the Petition Date as set forth on schedule 3 to the Plan in the amount of \$1,000 or less or reduced by the holder to \$1,000 on the ballot. Class 9A Claims will be treated as a "Class 9 Convenience Claim" meaning that holders of such claims will receive payment in full of such allowed claim without interest within 30 days following the Effective

Date. The Archdiocese estimates that the total payment to creditors in Class 9A will be approximately \$50,000.

Holders of Claims in amounts in excess of \$1,000 may elect to be treated under either Class 9B as described below or Class 9A by voluntarily reducing a claim in excess of \$1,000 to equal \$1,000 by so marking the claim amount on the ballot. Class 9B consists of holders of claims against the Archdiocese for goods and services supplied to the Archdiocese prior to the Petition Date as set forth on schedule 3 to the Plan in an amount in excess of \$1,000 and not reduced to \$1,000 by election on the ballot. Holders of Class 9B Claims will receive payment in full of such allowed Claims in Class 9B, without interest, in two equal installments. The first installment will be due within ninety days following the Effective Date and the second will be due within 180 days following the Effective Date.

Claims in Class 9A and Class 9B shall not include any claims classified and treated under any other Class under the Plan.

10. Secured Claim of Premier Bank (Class 10)

Class 10 consists of the secured claim of Premier Bank under the mortgage executed by the Archdiocese in favor of Premier Bank, as renewed on May 16, 2011, describing and encumbering the Cathedral of Saint Paul. The Plan provides that Premier Bank's mortgage interest shall remain undisturbed and that Premier Bank may exercise any and all rights and remedies against the collateral referenced in such mortgage, available to the holder.

11. Guaranty Claims (Class 11)

Class 11 consists of holders of guaranty claims arising out of prepetition guaranties as described in Exhibit C to the Plan. The Plan provides that the guaranty obligations in Class 11 shall remain undisturbed and the holders of such guaranties shall be entitled to exercise all legal rights and remedies available to such holders, and that holders of claims in Class 11 shall be deemed to have waived any right to accelerate the underlying debt secured by such guaranty agreement solely as a result of the Archdiocese's financial condition or at the commencement of this Chapter 11 case.

12. Other Tort Claims and Unsecured Claims (Class 12)

Class 12 Claims mean (1) to the extent allowed, claims of Michael Schaefer (Claim No. 502) and MP Schaffer, LLC (Claim No. 503), and Jennifer Haselberger (Claim No. 668), (2) any claim arising out of the rejection of an executory contract, or (3) any Unsecured Claim that is not included in another class under the Plan and is not listed as disputed, contingent or unliquidated on the Debtor's schedules filed in connection with this Chapter 11 case or as to which the holder of such claim timely filed a claim as to which the Archdiocese has no legal basis for objection. The Archdiocese does not believe that the Parishes hold claims in Class 12. The Plan provides that the holders of Class 12 Claims shall receive payment of their pro rata share of the sum of

\$50,000 to be paid by the Archdiocese from the Plan Implementation Account as soon as practicable after all Class 12 Claims have been allowed or disallowed. In the event that the Class 12 Claims are less than the amount of the payment proposed in the Plan, such excess amount shall be paid to the Trust for distribution to the holders of Class 6 Claims.

13. Catholic Entity Abuse-related Contingent Claims (Class 13)

Class 13 consists of Catholic Entities holding a claim for contribution, indemnity or reimbursement arising out of the result of the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim, and their Non-Settling Insurers who are subrogated to such claims. The Plan provides that Class 13 Claims constitute Channeled Claims and shall be channeled to the Trust. The Plan contemplates that Class 13 Claims will be extinguished as a result of the Plan terms and the Claim Resolution Agreements provided to the Trust under section 5.2(k).

14. Other Abuse-related Contingent Contribution and Indemnity Claims (Class 14)

Class 14 consists of holders of claims for contribution, indemnity or reimbursement not included in Class 13 arising out of the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim. The Plan provides that, in accordance with section 502(e)(1) of the Bankruptcy Code, the Claims in Class 14 shall be disallowed and will receive no distribution under the Plan.

15. Penalty Claims (Class 15)

Class 15 consists of holders of Claims against the Archdiocese, whether secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such Claim. The Plan provides that holders of Class 15 Claims shall not receive or retain any property under the Plan on account of such Claims.

16. Priest Support Payments (Class 16)

Class 16 consists of holders of Claims for inactive Archdiocesan Priest support or maintenance. As set forth in the Plan, the Archdiocese disclaims any liability under civil law for the Claims in Class 16 and such Claims shall receive no distribution under the Plan. However, in the Plan leaves unaltered the legal, equitable and contractual rights to which such claim or interest entitles the holder of such claim or interest. Notwithstanding the fact that the Plan calls for no distribution as part of the Plan, the Archdiocese intends to honor its post-Effective Date obligations under Canon Law with respect to inactive priests in accordance with prior practices.

C. **Treatment of Administrative Claims, Priority Tax Claims, and Professional Fee Claims**

1. Administrative and Priority Tax Claims in general

As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified for the purposes of voting or receiving distributions under the Plan. Instead, all such Claims are treated separately as unclassified Claims on the terms set forth in Article II of the Plan.

2. Treatment of Administrative Claims

The Plan provides that each holder of an Allowed Administrative Claim against the Archdiocese shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, cash equal to the Allowed amount of such Administrative Claim, unless the holder agrees to other treatment of such Claim no less favorable to the Archdiocese.

Except as otherwise set forth in the Plan, requests for payment of Administrative Claims must be filed and served no later than 30 days after a notice of the Effective Date is filed with the Bankruptcy Court (the “Administrative Claim Filing Deadline”). Holders of Administrative Claims (including the holders of any Claims for federal, state or local taxes, but excluding Professional Claims) that are required to file a request for payment of such Claims and that do not file such requests by the applicable Filing Deadline shall be forever barred from asserting such Claims against the Archdiocese, the Reorganized Debtor, or any of their property.

All objections to allowance of Administrative Claims (excluding Professional Claims) must be served and filed by any parties in interest no later than 90 days after the Administrative Claim Filing Deadline (the “Administrative Claim Objection Deadline”). The Administrative Claim Objection Deadline may be initially extended for an additional 90 days at the sole discretion of the Debtor upon the filing of a notice of the extended Administrative Claim Objection Deadline with the Bankruptcy Court. Thereafter, the Administrative Claim Objection Deadline may be further extended by an order of the Bankruptcy Court, which order may be granted without notice to any party in interest. If no objection to the applicable Administrative Claim is filed on or before the Administrative Claim Objection Deadline, as may be extended, such Administrative Claim will be deemed Allowed, subject to the Bankruptcy Court’s discretion to extend such objection deadline retroactively.

3. Treatment of Priority Tax Claims

The Plan provides that with respect to each Allowed Priority Tax Claim not paid prior to the Effective Date, the Archdiocese shall (i) pay such Claim in cash as soon as practicable after the Effective Date, or (ii) provide such other treatment agreed to by the holder of such Allowed Priority Tax Claim and the Archdiocese, as applicable, in writing, provided such treatment is no less favorable to the Archdiocese.

4. Statutory Fees

The Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 and not paid prior to the Effective Date shall be paid in cash as soon as practicable after the Effective Date. After the Effective Date, the Archdiocese shall pay quarterly fees to the U.S. Trustee, in Cash, until the Chapter 11 Case is closed and a Final Decree is entered. In addition, the Archdiocese shall file post-Confirmation Date quarterly reports in conformance with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which will be deemed Administrative Claims against the Debtor and its Estate.

5. Treatment of Professional Fee Claims

The Plan provides that all Professionals or other Persons requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered on or before the Effective Date (including, among other things, any compensation requested by any Professional or any other Person for making a substantial contribution in the Chapter 11 case) must file and serve an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than 60 days after a notice of the Effective Date is filed with the Bankruptcy Court and served (the “Professional Claim Filing Deadline”).

Objections to Professional Claims or Claims of other Persons for compensation or reimbursement of expenses must be filed and served no later than 45 days after the Professional Claim Bar Date (the “Professional Claim Objection Deadline”). The Professional Claim Objection Deadline may be initially extended for an additional 45 days at the sole discretion of the Debtor upon the filing of a notice of the extended Professional Claim Objection Deadline. Thereafter, the Professional Claim Objection Deadline may be further extended by an Order of the Bankruptcy Court, which Order may be granted without notice to any party in interest.

D. Settlements embodied in the Plan

One of the primary sources for funding payments to creditors under the Plan is insurance settlements. The Plan contemplates and incorporates settlements reached with Archdiocese insurance carriers described in section VI.D.5 above. In addition, the Riley Fund settlement detailed in section V.B.2.e above is incorporated into the Plan. And the RCAO settlement detailed in sections III.E and VI.C.7 above is also incorporated into the Plan.

Under the Plan, the Archdiocese also reserves the right to sell estate property or compromise causes of action on behalf of the estate at any time prior to the Effective Date, subject to Bankruptcy Court approval. Notice of any such sale or compromise sought as part of the Plan will be filed as a Supplemental Plan Document, and approval of such sale or settlement will be considered at the Confirmation Hearing or as soon thereafter as is practicable.

E. Resolution of Tort Claims; Formation of Trust

Under the Plan, a Trust will be created to fund payments to Class 6 and Class 7 Claimants. The Plan aims to ensure that Claimants in Class 6 are treated equitably as between each other, and Claimants in Class 7 are treated equitably as between each other, i.e., substantially similar Claimants within each class receive substantially similar amounts. This will be achieved through a distribution protocol embodied in the Trust agreement and described below.

1. Purpose and formation of Plan Trust

The Trust will be the successor to the Archdiocese and other Protected Parties for all purposes with respect to Class 6 and Class 7 Claims and coverage under the Insurance Policies. The Trust will be established for the sole purposes of assuming the liabilities of the Debtor and the Protected Parties and Settling Insurers arising from or relating to the Class 6 and Class 7 Claims as described in the Plan, and receiving, liquidating and distributing the Trust Assets in accordance with the Trust Distribution Plan, as well as funding the Trust's costs and expenses.

The proposed Trust Agreement is attached to the Plan as Exhibit D. The Trust will contain a corpus (general fund) for the payment of Class 6 Claim distributions and other expenses and a separate Future Tort Claims Reserve, which shall be the sole source of payment to Class 7 Claimants on account of Class 7 Claims.

2. Funding the Plan Trust

After the Effective Date, the Archdiocese's ordinary course operations will continue to be funded from ordinary operating income of the Archdiocese. As noted above, Class 6 and Class 7 Claimants will be paid from the Trust created under the Plan in accordance with the Trust provisions described below. The Trust will be funded from the following sources:

a. Plan Implementation Account

A Plan Implementation Account will be established before the Effective Date. On the Effective Date, the Plan Implementation Account will be funded with amounts identified as "Contributions" below. The Archdiocese will pay from the Plan Implementation Account, as soon as practical following the Effective Date and final allowance of Professional Fees and Administrative Claims, all allowed Professional Fees and Administrative Claims and all other amounts required to be paid under this Plan upon confirmation or upon the Effective Date. The amount remaining in the Plan Implementation Account following such payments shall be promptly paid to the Trust, less (i) a reserve for disputed claims (other than Tort Claims) in an amount determined by the Archdiocese in consultation with the Committees; and (ii) an amount estimated by the Archdiocese in consultation with the Committees to be necessary to pay statutory fees payable to the United States Trustee through the date on which the Chapter 11 case is closed.

Additional payments shall be paid to the Trust as disputed items are resolved in reduction of the reserve for such disputed items. Upon resolution of all disputed items and payment of all statutory fees to the United States Trustee, the remaining balance in the Plan Implementation Account shall be transferred to the Trust and the Plan Implementation Account closed.

b. Contributions

The following amounts will be paid to the Plan Implementation Account or the Trust in accordance with the timing set forth in the Plan:

(1) Debtor contribution

The sum of \$13,080,000 in cash will be paid by the Archdiocese to the Plan Implementation Account on or before the Effective Date from non-restricted cash accounts held by the Archdiocese, including the account established with the sale of proceeds derived from the sale of Archdiocese properties during the course of this Chapter 11 case, and from the proceeds of the settlement of the Riley Fund dispute. The amount of the Archdiocese contribution assumes receipt of proceeds of \$850,000 from the sale of the Dayton Property and may be increased or decreased to reflect actual net sale proceeds received by the Archdiocese from that sale. In addition to the foregoing, the Archdiocese will make a deposit in the amount of \$500,000 to a separate bank account to establish the Counseling Fund, as set forth in section 5.2(o) of the Plan.

(2) Sale of jewelry

As noted above, the Archdiocese owns a ring with an estimated appraised value of approximately \$230,000. The ring will be sold as soon as reasonably practicable. Any sale prior to confirmation will require Court approval. Any sale following the Effective Date will be made with the approval of the Trustee. The net sale proceeds of the ring will be contributed to the Plan Implementation Account or the Trust, as appropriate, as an additional source of Plan funding. The Archdiocese also intends to attempt to sell such other items of personal property that (a) are not necessary for continued operations of the Archdiocese or (b) lack liturgical or historical value. The Archdiocese will make such determinations in either case in consultation with the Unsecured Creditors Committee and will set forth those items in a plan supplement to be filed within 14 days prior to the confirmation hearing. The Archdiocese anticipates that the sale of these additional items may generate approximately \$50,000.

(3) Settling Insurer contribution

Each Settling Insurer (as identified in Exhibit L to the Plan) shall contribute the amounts set forth in its respective Insurance Settlement Agreement in accordance with the timing set forth in each respective Insurance Settlement Agreement, one of which remains to be reduced to a final written agreement. The contributions provided in each Insurance Settlement Agreement are as follows:

- \$14 million in cash from Catholic Mutual

- \$5 million in cash from State Farm
- \$14.2 million as an allowed claim in the Home liquidation proceeding

(4) GIF contribution

The Plan proposes that the Protected Parties will contribute between \$5 million and \$6 million from the GIF to the Trust to pay participants' claims under the GIF related to Tort Claims, in accordance with the timing, treatment and description of the GIF and the GIF Contribution outlined in section VIII.B.3 above.

(5) Catholic Entities contributions

The Plan provides that Parishes, although not debtors, would make substantial contributions to the Plan. Those contemplated contributions include:

- The Parishes' substantial portion of the GIF contribution;
- The Parishes' contribution of insurance settlements reached with Parish insurers as set forth below; and
- The Parishes' waiver of all claims against the Archdiocese, including claims for contribution and indemnity and breach of fiduciary duty.

The Plan provides that, within 20 days of the Effective Date, non-Debtor Catholic entities will contribute \$13,732,500 in settlement proceeds from Parish Settling Insurers on behalf of the non-Debtor Catholic entities (as identified on Exhibit L to the Plan). The Plan also specifies the contribution of waiving, as of the Effective Date, all breach of fiduciary duty, contribution and indemnity claims filed by such non-Debtor Catholic Entities in this Chapter 11 case, and all Class 3 Claims and any other prepetition claims against the Archdiocese.

c. Additional Trust assets; Rights and recoveries against Non-Settling Insurers

The Plan provides that rights and recoveries against Non-Settling Insurers are also assets transferred to the Trust in addition to the funds transferred to the Trust from the Plan Implementation Account, as follows:

- All Interests of the Archdiocese, including all claims, rights of any kind, and recoveries against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof, are automatically and without further act or deed assigned and transferred to the Trust; and
- Each of the other Protected Parties shall assign and transfer to the Trust all its Interests, including all claims, rights of any kind, and recoveries, against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof.

The Plan provides that the Trustee shall have full access to coverage issued by the Non-Settling Insurers to the greatest extent permitted by applicable non-bankruptcy law, in the same manner and to the same extent as the Protected Parties prior to the confirmation of the Plan and the transfer of the Protected Parties' Interests to the Trust; subject to the assertion of any coverage defenses (other than coverage defenses based on the assignment and transfer of the Transferred Insurance Interests), and shall have the right to pursue judgment against Non-Settling Insurers to determine the amount of coverage available for Protected Parties' liability for Tort Claims. The Plan provides that this transfer shall not be construed: (a) as an assignment of the Insurance Policies, or (b) to entitle any person or entity to insurance coverage other than those persons or entities entitled to such coverage under the terms of the Insurance Policies. No limitations on recovery from Non-Settling Insurers shall be imposed by virtue of the fact that the Archdiocese is in bankruptcy or by any distribution from the Trust to any Tort Claimant. The Trust shall be fully authorized to act in its own name, or in the name of any Protected Party, to enforce any right, title or interest of any Protected Party in the Transferred Insurance Rights. Any recovery by the Trustee on an action against a Non-Settling Insurer for a determination of coverage for Protected Parties' liability for Tort Claims shall become a Trust Asset and shall be distributed as provided in the Trust Distribution Plan.

The determination of whether the assignment of the Transferred Insurance Interests provided for in this Section is valid, and does not void, defeat or impair the insurance coverage issued by the Non-Settling Insurers, shall be made by the Bankruptcy Court at the confirmation hearing. Failure to timely object shall be deemed to be consent to the assignment of Transferred Insurance Interests and other Plan terms related to the Insurance Policies and will forever bar an objector from asserting that the assignment of Transferred Insurance Interests and Plan terms affect the ability of the Trust or Tort Claimants to pursue Non-Settling Insurers, or each of them, for insurance coverage. In the event that the Bankruptcy Court determines that the assignment of Transferred Insurance Interests is valid and does not defeat or impair coverage of the Non-Settling Insurers, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and Protected Parties under the Non-Settling Insurers' Insurance Policies as are necessary to enforce the Transferred Insurance Interests; provided, however, that the Protected Parties shall not be relieved of any obligations such entities may have under the Non-Settling Insurers' Insurance Policies, though in no event shall the Protected Parties be liable for any failure by the Trust to cooperate with Non-Settling Insurers in the defense of the Tort Claims, to the extent such duty exists under applicable law.

Appointment of Trustee as Estate Representative to Enforce Insurance Interests and Obtain Insurance Recoveries. If the Court does not enter an order transferring the Transferred Insurance Interests pursuant to the Plan, then pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, the Plan appoints the Trustee as the representative of the Archdiocese's Estate for the purpose of retaining and enforcing all of the Archdiocese's and the Estate's Interests against the Non-Settling Insurers with respect to the Tort Claims. Any recoveries on such Interests by the Trustee will be paid to the Trust. The determination of whether the appointment of the Trust as the Archdiocese's and the Estate's representative provided for in the Plan is valid and does not defeat or impair the insurance coverage by Non-Settling Insurers, shall be made by

the Bankruptcy Court at the confirmation hearing. Failure to timely object shall be deemed a consent to the appointment and will be forever bar an objector from asserting that the appointment in any way affects the ability of the Trust to pursue Non-Settling Insurers, and each of them.

In the event that the Bankruptcy Court determines that the appointment is valid and does not defeat or impair coverage of the Non-Settling Insurers, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and Protected Parties under the Non-Settling Insurers' Insurance Policies as are necessary to act as the representative of the Archdiocese and the Estate for the purpose of retaining and enforcing their Interests, if any, against the Non-Settling Insurers; provided, however, that the Trust's appointment shall not relieve the Archdiocese, the Reorganized Debtor or the Protected Parties from any obligation that such entities may have under the Non-Settling Insurers' Insurance Policies. This Plan provision shall affect the rights and remedies of a Person who is not a Protected Party but is a co-insured with the Archdiocese or is asserting rights under an Insurance Policy.

In the event that a final order is entered holding that (a) the assignment of the Transferred Insurance Interests or (b) the appointment of the Trust as the Archdiocese's and the Estate's representative are invalid or would defeat or impair the insurance coverage issued by the Non-Settling Insurers, then, with respect to the Insurance Policy issued by such Non-Settling Insurer, the assignment and/or appointment, as the case may be, will be deemed not to have been made, and the Archdiocese, the Reorganized Debtor, and each of the Protected Parties will retain their Interests under such Insurance Policy.

At the request of the Trust, the Reorganized Debtor and the Protected Parties will assert their Interests against a Non-Settling Insurer. All recoveries by the Reorganized Debtor and the Protected Parties will be paid to the Trust. The Reorganized Debtor and Protected Parties will select and retain counsel to pursue their Interests against Non-Settling Insurers, subject to the Trustee's approval, which approval shall not be unreasonably withheld.

The Trust shall pay the reasonable attorneys' fees, costs and expenses allowed by the Bankruptcy Court that are incurred by the Reorganized Debtor in pursuing its Interests in Non-Settling Insurers' Insurance Policies pursuant to the Plan. The Trust shall also reimburse the Reorganized Debtor for any reasonable out of pocket costs and expenses it incurs as a direct consequence of pursuing its Interests against Non-Settling Insurers, but will not compensate the Reorganized Debtor for any time any of its employees expend. Upon receipt by the Reorganized Debtor, all recoveries received by the Reorganized Debtor from Non-Settling Insurers shall be deemed to be held in trust for the benefit of the Trust and shall be remitted by the Reorganized Debtor to the Trust as soon as practicable following the Reorganized Debtor's receipt of such recoveries.

d. Vesting

On the Effective Date, all Trust Assets shall vest in the Trust, and the Protected Parties shall be deemed for all purposes to have transferred all Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets, the Protected Parties shall have no further interest in or with respect to the Trust Assets.

3. Trust treatment of Class 6 and Class 7 Claims; treatment election

The Trust will assume the liability for Class 6 and Class 7 Claims. The Plan provides that, on the Effective Date, the Trust will automatically assume all liability of the Protected Parties and Settling Insurers for Class 6 and Class 7 Claims, and will assume any obligations relating to Medicare, as further outlined in the Plan. The Trust will have the right and sole obligation to defend, resolve and satisfy the Class 6 and Class 7 Claims, which will be assessed by the Tort Claims Reviewer in accordance with the Trust Distribution Procedures. Class 6 and Class 7 Claimants whose claims are not disallowed are beneficiaries of the Trust.

Treatment of Tort Claims. The Trust incorporates a Trust Distribution Plan that sets forth how Class 6 and Class 7 Claims will be assessed for purposes of receiving Trust distributions. Each Tort Claim will be assessed by an independent Tort Claims Reviewer to be designated in accordance with the Plan and Trust Agreement. The Tort Claims Reviewer will determine whether a Tort Claimant is entitled to a Trust distribution in accordance with the Trust Distribution Plan. The Tort Claims Reviewer will consider various factors using a methodology that assigns points based on the nature and type of abuse that occurred, the frequency of the abuse, and any aggravating factors or other factors that affect causation, cognizability, and the liability of a Protected Party and damages. The methodology and factors considered by the Tort Claims Reviewer are set forth in detail in the Trust Distribution Plan included as Exhibit 1 to the Trust Agreement. *See* Plan Exhibit D. Tort Claimants and the Archdiocese must provide information as requested to the Tort Claims Reviewer.

Convenience Claim election. Each Tort Claimant may elect, in lieu of assessment by the Tort Claim Reviewer, to have his or her Tort Claim treated as a “Convenience Claim” as provided by the Trust Distribution Plan. A Tort Claimant may elect Convenience Claim treatment by so indicating on the ballot. Each holder of a Convenience Claim shall receive a distribution of \$10,000 if the Tort Claims Reviewer determines that the proof of claim filed by the holder of such a claim establishes a prima facie case that the Tort Claimant suffered sexual abuse for which the Archdiocese could be held civilly liable under applicable non-bankruptcy law. Each such distribution shall be made within 60 days of the Tort Claims Reviewer’s determination. Treatment and payment, if any, under the Convenience Claim treatment shall be the only treatment and payment (if any) to which a holder of a Convenience Claim shall be entitled.

Litigation election and distributions. Within 10 business days of being notified of the final award determined by the Tort Claims Reviewer under the Trust Distribution Procedures, a Tort Claimant must elect in writing one of the following two alternatives:

- ***Treatment as a Distribution Plan Claim.*** A Tort Claimant who elects treatment as a Distribution Plan Claimant will receive payment from the Trust in the award amount determined by the Tort Claims Reviewer if such claimant is determined to be entitled to a distribution. Such a claimant waives his or her right to pursue a direct action against a Non-Settling Insurer. Any recovery by a Claimant on a Class 6 or Class 7 Claim is limited to the distributions from the Trust that the Tort Claims Reviewer determines the claimant is entitled to under the Trust provisions and such claimant is not entitled to collect personally or otherwise any additional amounts from any Protected Party, or from any Settling Insurer even if denied a distribution from the Trust.
 - The Trust, however, may elect to pursue insurance coverage for a Distribution Plan Claimant's claim, including amounts in excess of the payment to be provided as a Distribution Plan Claim, and recover amounts on such claim that should have been paid by Non-Settling Insurers. To do so, the Trustee may object and require litigation of such claim as well as litigate insurance coverage for such claim.

- ***Treatment as a Litigation Claim.*** A Tort Claimant who elects treatment as a Litigation Claimant retains the right to pursue (a) a monetary judgment against any Protected Party for such Tort Claim, and (b) a direct action against any Non-Settling Insurer to the extent allowed by applicable law. The Trustee may also pursue a recovery from a Non-Settling Insurer if the Tort Claimant obtains a monetary judgment against a Protected Party. As explained above, the Trustee may object to a claim and litigate such claim. Regardless, a Litigation Claimant's recovery on a Litigation Claim is limited as set forth in the Plan and Trust Agreement, which may be summarized as follows:
 - The Trustee will establish a reserve for payment of a claim held by a Litigation Claimant in the amount that would have been awarded if such claimant had proceeded as a Trust Distribution Claimant. This reserve is the exclusive source of payment of a Litigation Claim against Protected Parties and Settling Insurers.
 - If the claimant obtains a judgment against a Protected Party and no Non-Settling Insurer is implicated, it will be satisfied by this reserve up to the reserve amount plus \$1,000.
 - If a Non-Settling Insurer is implicated by the Litigation Claim, and either a settlement is reached with such Non-Settling Insurer or the Litigation Claimant obtains a judgment against a Protected Party and either the Trust or the Litigation Claimant obtains a recovery from any such Non-Settling Insurer as to that judgment, then the recovery will be turned over to the Trust for handling pursuant to the Plan. The recovery will first go to paying reasonable

and agreed upon costs (including attorneys' fees) incurred in connection with pursuing such recovery. Any remaining amount will be divided 85% to the Trust and 15% to the Litigation Claimant if a settlement was obtained but before any judgment was obtained; or if a judgment is obtain or the resolution is obtained after the judgment on the Litigation Claim, 70% to the Trust and 30% to the Litigation Claimant.

- If the claimant fails to prosecute the claim to a final judgment or settlement or a final judgment is entered finding no liability by a Protected Party, the reserve amount will revert to the Trust and the Litigation Claimant shall have no recourse against the Trust, the Trustee, or any Protected Party or Settling Insurer.

If a Tort Claimant does not make the election to be treated as a Distribution Plan Claimant or a Litigation Claimant, he or she irrevocably will be treated as a Distribution Plan Claimant. A Tort Claimant may rescind the election to be treated as a Litigation Claimant in favor of being treated as a Distribution Plan Claimant by providing written notice to the Trustee. The Trustee has discretion to accept such rescission except that the Trustee shall consent to rescission if notice is given prior to entry of an order of dismissal or final judgment on the Litigation Claim in favor of the Debtor.

The Plan does not impose any obligation on any Non-Settling Insurer to provide a defense for, settle, or pay any judgment with respect to, any Claim, or grant to any Person any right to sue any Insurer directly, in connection with a Tort Claim or any Insurance Policy. Such rights shall be determined by and in accordance with the terms of the Insurance Policies and with applicable non-bankruptcy law.

Before any distribution is made to a Tort Claimant, the Trustee will determine whether any payment made pursuant to the Medicare Secondary Payer Act (MSPA) has been made to or on behalf of the Tort Claimant. If such a payment has been made, the Trustee shall reimburse the appropriate Medicare trust fund and submit any required information as set forth in detail in section 5.2(i) of the Plan.

The Trust will resolve, and to the extent required by contract or applicable law, pay all Channeled Claims. It is expected that Channeled Claims will not include contribution or indemnity claims by Protected Parties against each other, or subrogation claims by Protected Parties' Insurance Carriers, because such claims should be extinguished by virtue of the judgment reduction provisions, releases to be provided pursuant to the Plan, and the Plan's other provisions with the sole possible exception of claims for contribution for defense costs by a Non-Settling Insurer of a Protected Party against each other and such Protected Parties' Settling Insurers related to such Protected Party.

Class 7 Future Tort Claims Reserve Fund. Distributions on allowed Class 7 Claims are to be paid solely from the Future Tort Claims Reserve Fund (as opposed to the Trust res from which Class 6 Claim distributions are to be paid) in accordance with the timing and amounts set

forth in the Trust Distribution Plan. The Future Tort Claim Reserve Fund will be dissolved on the seventh anniversary of the Effective Date and all such remaining funds shall be distributed to Class 7 Claimants based on the assessed value of their claim in accordance with the general assessment procedures. Any remaining funds will be distributed to all Tort Claimants based on the assessed value of claims unless there are insufficient funds to pay at least \$50 to each claimant, in which case the Trustee will donate such funds to a non-profit organization dedicated to helping survivors of childhood sexual abuse.

Claim Resolution Agreement. Before receiving a payment from the Trust, the Tort Claimant must sign a claim resolution agreement under which the claimant agrees to accept payment under the Trust Distribution Plan, agrees not to seek recovery of any kind for the claimant's Tort Claim from the assets of the Protected Parties or Settling Insurers except as provided in the Claim Resolution Agreement, and agrees to be bound by the Channeling Injunction set forth in the Plan, including the injunctive relief for the benefit of non-Debtor parties. A copy of the Claim Resolution Agreement form is attached as Exhibit E to the Plan.

Objections to Tort Claims. The Plan provides that any objection by the Debtor to a Class 6 Claim pending as of the Effective Date is deemed withdrawn without prejudice. Whether and the extent to which any Non-Settling Insurer who filed an objection prior to the Effective Date is entitled to have filed such objection and to continue to assert such objection after the Effective Date shall be determined by the Bankruptcy Court in accordance with applicable procedures. As of the Effective Date, the Trustee will have the exclusive right to object to a Class 6 or Class 7 Claim. The Reorganized Debtor shall have no right to object to a Class 6 or Class 7 Claim after approval of the Plan. Nothing in the Plan shall be intended to suggest that any Insurer has the right to require any Protected Party or the Trust to object to a claim.

Claim withdrawal. A Tort Claimant may withdraw his or her claim at any time on written notice to the Trustee. If withdrawn, the claim may not be reasserted and such claimant will still be subject to the discharge and channeling injunctions provided in the Plan. Any funds distributed to the claimant must be returned to the Trust and any reserve maintained by the Trust for such claim will revert to the Trust.

Counseling Fund. As noted above, the Archdiocese will establish a Counseling Fund of \$500,000 to pay for counseling requested and approved pursuant to the Counseling Fund Process attached as Exhibit F to the Plan. Any funds remaining in the Counseling Fund at the end of seven years after Plan confirmation will be paid to the Trust.

4. Trust powers with respect to Tort Claims and Non-Settling Insurers

In furtherance of the Trust's purpose, the Trust, through an objection or other applicable procedure, may seek a binding determination of any Tort Claim, enter into a settlement of a Tort Claim allowed by applicable non-bankruptcy law including but not limited to settlements consistent with *Miller v. Shugart*, 316 N.W.2d 729 (Minn. 1982) or *Drake v. Ryan*, 514 N.W.2d

785 (Minn. 1994). The Trustee may use the Trust Assets, other than the Future Tort Claim Reserve and Counseling Fund, to prosecute litigation against the Non-Settling Insurers. If the Trust successfully resolves an insurance coverage dispute or otherwise receives a recovery of insurance proceeds relating to a Tort Claim, such proceeds shall become Trust Assets available to pay, and shall increase the amount available to pay, Tort Claims, pursuant to the Trust Distribution Plan. In such event, and on a periodic basis accumulating all such recoveries, the Trust shall make supplemental payments to Tort Claimants in accordance with the Trust Agreement and Trust Distribution Plan.

5. Non-Settling Insurers rights and obligations

If a claim is pursued by a Tort Claimant under the litigation option against a Protected Party or Non-Settling Insurer, or if the Trust asserts an objection to or otherwise seeks a judicial determination of liability as to a Tort Claim, then the Protected Parties, the Trust and each Non-Settling Insurer will retain all legal and factual defenses with respect to such claim and all coverage defenses and rights as further detailed in the Plan.

Estimations of Class 6 Claims for purposes of voting, and assessment of Class 6 and Class 7 Claims by the Trust under the Trust Distribution Plan, are without prejudice to the rights of the Trust, Protected Parties, Non-Settling Insurers and claimants in all other contexts or forums and shall not be deemed to be a determination of liability of any Protected Party for the purposes of determining whether or the extent to which such Protected Party is liable and whether and the extent to which such claim is covered under any Insurance Policy of a Non-Settling Insurer. The non-binding estimation for purposes of voting, and the assessment by the Trust under the Trust Distribution Plan, shall have no effect upon any “no action” provisions contained in any Insurance Policy to the extent any such provision remains enforceable by a Non-Settling Insurer under applicable non-bankruptcy law. Rather, the liability of any Protected Party for the purpose of determining the Protected Party’s liability, and the amount owed by any Non-Settling Insurer on any Tort Claim, shall be determined: (i) by the amount of any court judgment obtained by the Tort Claimant; or (ii) through a settlement agreement to which such Non-Settling Insurer has consented, or if such Non-Settling Insurer has not consented, a settlement agreement which does not breach any duty of the Trustee, Debtor, or the Reorganized Debtor to the Non-Settling Insurer under the respective Insurance Policy or applicable law.

Solely with respect to the Non-Settling Insurers, nothing in the Plan, the Trust Agreement the Trust Distribution Plan, any confirmation order, or any other order of the Bankruptcy Court, to the contrary: (i) shall affect, impair, or prejudice the rights and defenses of any Insurer, any Protected Party, the Trust, or any other insureds under any insurance policy in any manner, including any defenses to any insurance claim; (ii) shall constitute a settlement or resolution of any Protected Party’s liability to a Tort Claimant; (iii) shall in any way operate to, or have the effect of, impairing or having any res judicata, collateral estoppel, or other preclusive effect on, any party’s legal, equitable, or contractual rights or obligations under any insurance policy in any respect; (iv) shall be a determination of the reasonableness of the Plan or any Insurance Settlement Agreement incorporated into the Plan, in any way whatsoever; or (v) shall otherwise

determine the applicability or nonapplicability of any provision of any Insurance Policy and any such rights and obligations shall be determined under the Insurance Policy and applicable law.

Notwithstanding the revesting of the Transferred Insurance Interests to the Trust, the Archdiocese will not be relieved of its continuing duties, if any, under any Insurance Policy (except as otherwise provided in any Insurance Settlement Agreement), and shall continue to perform such duties as required by applicable law. The Trust will perform such duties to the extent it is able and shall compensate the Archdiocese for all costs incurred by the Archdiocese in performing such duties.

6. Settling Insurers' rights and obligations

The rights of the parties under the Insurance Settlement Agreements shall be determined exclusively under the Insurance Settlement Agreement and those provisions of the approval orders and confirmation order implementing such agreements. The Insurance Settlement Agreements are attached to the Plan as Exhibits G-1 through G-3 and incorporated into the Plan by reference. The terms of the Settlement Agreements are binding on the Trust, the Debtor, the Reorganized Debtor, and all committees and parties in interest.

Within 10 days of the Effective Date, the Archdiocese and its Settling Insurers shall dismiss with prejudice their claims against each other in the Insurance Coverage Adversary Proceeding. Except to the extent that claims between Settling Insurers and Non-Settling Insurers are not rendered moot as a result of Confirmation of the Plan and Insurance Settlement Agreements, the Archdiocese's Settling Insurers and Non-Settling Insurers shall also dismiss and release the claims between each other with prejudice. The Archdiocese shall not be required to dismiss the Insurance Coverage Adversary Proceeding as against any Non-Settling Insurers.

Each Settling Insurer will pay its Insurance Settlement Amount to the Trust within the time set forth in each such Insurance Settlement Agreement.

AS FURTHER PROVIDED IN THE INSURANCE SETTLEMENT AGREEMENTS, THE PLAN PROVIDES THAT ALL CLAIMS AGAINST THE SETTLING INSURERS ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH: (1) THE CLASS 6 AND CLASS 7 CLAIMS; (2) ANY RELATED INSURANCE CLAIMS AGAINST THE SETTLING INSURERS; AND (3) THE SETTLING INSURER POLICIES TO THE EXTENT PROVIDED IN THE INSURANCE SETTLEMENT AGREEMENTS, ARE FULLY AND COMPLETELY RELEASED, REMISED, AND DISCHARGED BY ALL PERSONS WHO NOW HOLD OR IN THE FUTURE MAY HOLD SUCH CLAIMS.

THE PLAN ALSO PROVIDES THAT IN ANY PROCEEDING, SUIT, OR ACTION INVOLVING A PROTECTED PARTY OR THE TRUST ON ONE HAND AND ONE OR MORE NON-SETTLING INSURERS ON THE OTHER HAND IN WHICH A NON-SETTLING INSURER HAS ASSERTED, ASSERTS, OR COULD ASSERT ANY

RELATED INSURANCE CLAIM AGAINST A SETTLING INSURER, THEN ANY JUDGMENT OBTAINED AGAINST SUCH NON-SETTLING INSURER WILL BE AUTOMATICALLY REDUCED BY THE AMOUNT, IF ANY, THAT THE SETTLING INSURERS WOULD HAVE BEEN LIABLE TO PAY SUCH NON-SETTLING INSURER AS A RESULT OF THAT INSURER'S RELATED INSURANCE CLAIM BY SUCH NON-SETTLING INSURER AGAINST SUCH SETTLING INSURER.

7. Catholic entity waiver/consent/fees.

AS NOTED ABOVE, IN CONSIDERATION OF THE RELEASES AND CHANNELING INJUNCTION AND OTHER COVENANTS SET FORTH HEREIN, SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, EACH OF THE CATHOLIC ENTITIES TREATED AS PROTECTED PARTIES UNDER THE PLAN:

(A) WAIVE AND RELEASE AS AGAINST THE ARCHDIOCESE, THE REORGANIZED DEBTOR, AND EACH OTHER ANY AND ALL THIRD PARTY CONTRIBUTION AND INDEMNITY CLAIMS ARISING FROM OR RELATING TO CLASS 6 AND CLASS 7 CLAIMS; AND

(B) CONSENT TO THE SALE OF SUCH ENTITY'S INTERESTS, IF ANY, IN THE INSURANCE POLICIES AND CERTIFICATES OF ANY APPLICABLE SETTLING INSURER IN ACCORDANCE WITH THE APPLICABLE INSURANCE SETTLEMENT AGREEMENT AND TO THE CONTRIBUTION OF THE PROCEEDS FROM SUCH SALES AND SETTLEMENTS TO THE TRUST TO THE EXTENT PROVIDED IN THE PLAN.

THE REORGANIZED DEBTOR WILL INDEMNIFY ANY CATHOLIC ENTITY FOR ALL ATTORNEYS' FEES AND COSTS INCURRED BY SUCH CATHOLIC ENTITY IN UPHOLDING, DEFENDING OR ENFORCING THE PROTECTION OF THE CHANNELING INJUNCTION.

F. General Trust provisions

The Trust shall not be deemed to be the same legal entity as the Archdiocese, but only the assignee of certain assets and liabilities of the Archdiocese and a representative of the Estate for delineated purposes within the meaning of Section 1123(b)(3) of the Bankruptcy Code. The Trust is expected to be tax exempt.

1. Trust allocations, distributions, and payments

The following distributions and payments will be made from the general corpus of the Trust:

- Distributions on Class 6 Claims as determined by the Tort Claims Reviewer in accordance with the Plan, the Trust Agreement, and the Trust Distribution Plan -- The Trustee shall use the GIF Contribution Amount to pay defense and indemnity as contemplated under the General Insurance Fund Program for Tort Claims where the

Abuse took place or is alleged to have taken place after September 1, 1980. Such obligation shall not diminish or relieve any Non-Settling Insurer which issued Insurance Policies effective on or after September 1, 1980 from any obligations under such Insurance Policies;

- Fees payable to the Tort Claims Reviewer for review of Class 6 Claims;
- All fees, costs and expenses of administering the Trust as provided in the Plan and the Trust Agreement including (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Trust; (ii) to pay reasonable administrative expenses (including any taxes imposed on the Trust and any professionals' fees); and (iii) to satisfy other liabilities incurred by the Trust in accordance with the Plan or the Trust Agreement; and
- Any indemnity to Settling Insurers for any liability for Related Insurance Claims, as provided under the terms of the Plan.

The Trust shall also establish a Future Tort Claim Reserve Fund, funded with 5% of the initial deposit of assets into the Trust, for payment of Future Tort Claim amounts in accordance with the Trust provisions. Fees payable to the Tort Claims Reviewer for review of Class 7 Claims shall be paid from the Future Tort Claims Reserve Fund.

2. Trustee

Trustee selection. The initial Trustee shall be identified in a supplement to the Plan to be filed by the Archdiocese fourteen days prior to the confirmation hearing. The Trustee shall be appointed by the Bankruptcy Court in the confirmation order and shall commence serving as the Trustee on the Effective Date; provided, however, that the Trustee shall be permitted to act in accordance with the terms of the Trust Agreement from such earlier date as authorized by the Archdiocese, through the Effective Date and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

Trustee rights and responsibilities. The Plan provides that the Trustee shall be deemed the Estate's representative in accordance with Section 1123 of the Bankruptcy Code and shall have all the rights, powers, authority, responsibilities, and benefits specified in the Plan and the Trust Agreement, including the powers of a trustee under Sections 704, 108 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting claims, defenses, offsets and privileges). If there is any inconsistency or ambiguity between the confirmation order and the Trust Agreement with respect to the Trustee's authority to act, the provisions of the Trust Agreement shall control. Among other things, the Trustee: (1) shall liquidate and convert to cash the Trust Assets, make timely distributions and not unduly prolong the duration of the Trust; (2) may request an expedited determination of taxes of the Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; and (3) may retain professionals, including legal counsel, accountants, financial advisors, auditors, and other agents on behalf of the Trust, and at the Trust's sole expense, as

necessary or desirable to carry out the obligations of the Trustee hereunder and under the Trust Agreement.

Notwithstanding the foregoing, the Archdiocese, the Reorganized Debtor and the Trust acting for itself and on behalf the Estate, shall be deemed to have waived, effective upon the Effective Date: (1) any and all claims under Sections 547, 548, 549 and 550 of the Bankruptcy Code for the recovery of any sums paid to any Person who provided goods and services to the Archdiocese in the ordinary course of business prior to the Effective Date; (2) any and all claims and Causes of Action against any Protected Parties (i) seeking the substantive consolidation of the Archdiocese and any such Protected Party or an order deeming any such Protected Party and the Archdiocese to be an “alter-ego” of the other or any other similar claim or Cause of Action; (ii) to avoid, set aside or recover any payment or other transfer made to any Protected Party under Sections 547, 548, 549, and 550 of the Bankruptcy Code; and (iii) any proceeding to avoid or set aside any interest of a Protected Party in property under Section 544 of the Bankruptcy Code.

All funds held by the Trust shall be invested in cash or short-term highly liquid investments that are readily convertible to known amounts of cash as more particularly described in the Trust Agreement. The Trustee may expend the cash of the Trust.

To evidence the beneficial interest in the Trust of each holder of such an interest, the Trustee shall maintain a registry of Beneficiaries.

Any transfer of an interest in the Trust shall not be effective until and unless the Trustee receives written notice of such transfer.

Medicare reporting. It is the Archdiocese’s position that neither the Protected Parties, the Trust, nor the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other claim liquidations by the Trust, under the reporting provisions of the MSPA or the Medicare, Medicaid, and SCHIP Extension Act of 2007. As set forth in detail in the Plan, if such lack of obligation is not confirmed, the Trust shall act as a reporting agent for the Protected Parties and Settling Insurers in accordance with the provisions of the Plan. The Trust shall also defend, indemnify and hold harmless the Protected Parties and Settling Insurers from any claims in respect of Medicare Claims reporting and payment obligations in connection with Tort Claims and any claims related to the Trust’s reporting obligations, if any.

3. Termination

The Plan provides that the Trust shall terminate after its liquidation, administration and distribution of the Trust Assets and its full performance of all other duties and functions. The Trust shall terminate no later than the later of: (i) 12 months after the termination of the Insurance Litigation, or (ii) the seventh anniversary of the Effective Date.

4. Immunity; liability; indemnification.

Immunity. The Plan provides that neither the Reorganized Debtor or its respective member, designees, or professionals, nor the Trustee or any duly designated agent or representative of the Trustee, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of such Trustee, other than for specific acts or omissions resulting from such Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty.

Liability. The Plan provides that no recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant or other professional retained in accordance with the terms of this Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustee in implementation of this Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trustee under the Plan for any purpose authorized by this Trust Agreement or the Plan. All such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had against (a) the Trustee's bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustee.

Indemnification. The Plan provides that the Trust shall defend, indemnify and hold harmless the Trustee, its officers, directors, agents, representatives, and employees to the fullest extent allowed against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties under the Plan, provided that the Trustee shall not be indemnified or defended in any way for any liability, expense, claim, damage or loss for which they are ultimately liable based on specific acts or omissions resulting from such Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. Additionally, the Debtor, the Reorganized Debtor, and each of their respective agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative or arbitral action, by reason of any act or omission of the Debtor or Reorganized Debtor, or respective agents, with respect to (i) the Reorganization Case and any act or omission undertaken by them prior to the commencement thereof, (ii) the assessment or liquidation of any Class 6 and Class 7 Claims, (iii) the administration of the Trust and the implementation of the Trust Distribution Plan, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent allowed, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Debtor or Reorganized Debtor, and their respective professionals, officers, and directors, in connection with or resulting from such action, suit or

proceeding, if he or she acted in good faith and in a manner he or she believed to be in, or not opposed to, the best interests of the holders of Class 6 and Class 7 Claims.

G. Plan implementation

The Archdiocese proposes that the Plan be implemented and consummated pursuant to Section 1123 of the Bankruptcy Code on and after the Effective Date.

1. Plan funding

Ordinary course post-Effective Date Archdiocese operations will continue to be paid from ordinary operating income of the Archdiocese. Class 6 and Class 7 Claim distributions will be funded by the Trust pursuant to the terms of the Plan and the Trust Agreement. All other claims will be addressed in accordance with the terms of the Plan from non-restricted Archdiocese assets.

2. Continuation of future claims representative

If a Future Claimant Representative is appointed prior to the Effective Date, then notwithstanding the entry of the confirmation order or the occurrence of the Effective Date, the Future Claimant Representative shall continue until he or his successor resigns or the funds in the Future Claimant Reserve Fund are completely distributed as provided in Section 4.8 of the Plan. In the absence of a Future Claimant Representative, the Trustee shall act on behalf of Class 7 Claimants in accordance with the Plan and Trust Agreement.

3. Retention of jurisdiction

The Plan provides that the Bankruptcy Court will retain jurisdiction over the Chapter 11 case, including matters concerning the interpretation, implementation, consummation, execution or administration of the Plan. The Plan also provides that the Archdiocese, Reorganized Debtor or Trustee may commence adversary proceedings to collect amounts owed pursuant to the Plan. The continued operation of the Trust will not prevent the Bankruptcy Court from closing the Chapter 11 case.

4. Unclaimed property

The Plan provides that property distributed by the Debtor or the Trust that remains unclaimed for ninety days after distribution shall vest in and be transferred and delivered to the party making such distribution. In that event, the person's claim to the unclaimed distribution will no longer be deemed an allowed claim and such person will be deemed to have waived any right to such payment or distribution under the Plan and shall not participate in further distributions with respect to that claim.

H. Continuation of Insurance Policies

All known Archdiocese Entity Insurance Policies are listed on Exhibit I to the Plan. Subject to the Insurance Settlement Agreements, all Archdiocese Entity Insurance Policies shall, as applicable, either be deemed assumed by the Reorganized Debtor pursuant to Sections 365, 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code to the extent such Archdiocese Entity Insurance Policy is or was an executory contract of the Archdiocese, or continued in accordance with its terms pursuant to Section 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Insurance Policy is not an executory contract of the Archdiocese, such that each of the parties' contractual, legal, and equitable rights under each such Archdiocese Entity Insurance Policy shall remain unaltered. To the extent that any or all of the Archdiocese Entity Insurance Policies are considered to be executory contracts, then the Plan shall constitute a motion to assume such Archdiocese Entity Insurance Policies in connection with the Plan. Subject to the occurrence of the Effective Date, the confirmation order shall approve such assumption pursuant to §§ 365(a), 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, the Estate, and all parties in interest in this Chapter 11 case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Archdiocese existing as of the Effective Date with respect to any Archdiocese Entity Insurance Policy. The Archdiocese reserves the right to seek rejection of any Archdiocese Entity Insurance Policy or other available relief prior to the Effective Date.

I. Procedures for Claims administration other than Tort Claims

1. Objection to Claims

Prior to the Effective Date, the Archdiocese shall be responsible for pursuing any objection to the allowance of any claim. From and after the Effective Date, the Reorganized Debtor or the Trustee, as applicable, will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making distributions, if any, with respect to all claims (including those claims that are subject to objection by the Archdiocese as of the Effective Date), provided, however, that nothing in this Section shall affect the right of any party in interest (including the Reorganized Debtor and the Trustee) to object to any claim to the extent such objection is otherwise permitted by the Bankruptcy Code, the Bankruptcy Rules, and the Plan. Further, nothing in this Section shall prohibit the Trustee from objecting to or establishing procedures for the allowance or treatment of Tort Claims.

2. Determination of Claims

Claims other than Tort Claims for which a timely proof of claim or request for payment motion was filed may be determined and liquidated in one or more of the ways listed in the Plan. Any claim so determined and liquidated shall be deemed an allowed claim for such liquidated amount and shall be satisfied in accordance with the Plan. Nothing in this section constitutes a waiver of any claims, rights, interests or causes of action that the Debtor, the Reorganized Debtor or the Trust may have against any Person in connection with any claim.

No payment or distribution will be made with respect to a Disputed Claim unless and until all objections to such claim have been settled or withdrawn or have been determined by a Final Order and the Disputed Claim has become an allowed claim.

3. Claim estimation

To effectuate distributions pursuant to the Plan and avoid undue delay in the administration of the Chapter 11 case, with respect to Disputed Claims, the Archdiocese (if prior to the Effective Date) and the Reorganized Debtor or the Trustee (on and after the Effective Date), after notice and a hearing (which notice may be limited to the holder of such Disputed Claim), shall have the right to seek an order of the Bankruptcy Court or the District Court, pursuant to § 502(c) of the Bankruptcy Code, estimating or limiting the amount of (i) property that must be withheld from or reserved for distribution purposes on account of such Disputed Claim(s), (ii) such claim for allowance or disallowance purposes; or (iii) such claim for any other purpose permitted under the Bankruptcy Code; provided, however, that the Bankruptcy Court or the District Court, as applicable, shall determine (i) whether such claims are subject to estimation pursuant to Section 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan. The Debtor intends to file such a motion in this case.

J. Distributions under the Plan

The Reorganized Debtor will make the cash payment required by the Plan to the Trust outlined above. As soon as practicable after the Effective Date, the Reorganized Debtor will make the payments required by the Plan to the holders of the claims to be paid directly by the Archdiocese under the Plan.

The Reorganized Debtor or the Trustee, as applicable, may, to the extent permitted under applicable law, set off against any allowed claim and the distributions to be made pursuant to the Plan on account of such allowed claim, the claims, rights and Causes of Action of any nature that the Reorganized Debtor or the Trustee, as applicable, may hold against the holder of such allowed claim that are not otherwise waived, released or compromised in accordance with the Plan; provided, however, that neither such a setoff nor the allowance of any claim hereunder shall constitute a waiver or release by the Reorganized Debtor or the Trustee, as applicable, of any such claims, rights, and Causes of Action that the Reorganized Debtor or the Trustee, as applicable, possesses against such holder.

With very limited exceptions identified in the Plan, post-petition interest does not accrue on any claim and no claimant shall be entitled to such interest. In addition, no interest shall accrue or be paid on any Disputed Claim for the period from the Plan Effective Date to the date of a final distribution on such claim, if any.

IX. PLAN EFFECTIVENESS

The Plan can be confirmed under section 1129(a) of the Bankruptcy Code, or in a non-consensual manner under section 1129(b) of the Bankruptcy Code.

A. Conditions to occurrence of Effective Date

The Plan will not become effective unless and until the following conditions have been satisfied or waived by the Debtor: (1) a final Confirmation Order shall have been entered, (2) the Archdiocese, the Catholic Entities and the Settling Insurers listed in Exhibit L to the Plan shall have executed their respective Insurance Settlement Agreements and the Bankruptcy Court shall have approved the same; (3) the Trust shall have been formed; (4) the appointment of the Trustee shall have been approved by order of the Bankruptcy Court.

The Reorganized Debtor shall file a notice of Effective Date with the Bankruptcy Court within seven days after the occurrence of the Effective Date.

The Debtor, with the Committee's consent, may waive any of the conditions to the Effective Date other than the entry of a final Confirmation Order by the Bankruptcy Court.

B. Non-occurrence of Effective Date

If the Plan is not substantially consummated, the Plan will be null and void and nothing contained in the Plan or Disclosure Statement will (i) constitute a waiver or release of any Claims by or against the Archdiocese; (ii) prejudice in any way the rights of the Archdiocese or the Trust; (iii) constitute an admission, acknowledgement, offer or undertaking by the Archdiocese; or (iv) be admissible in any action, proceeding or case against the Archdiocese.

X. EFFECTS OF CONFIRMATION

Confirmation of the Plan will have the following effects, including the discharge of the Debtor, and the institution of various injunctions as described below.

A. Dissolution of the Committees

On the Effective Date, the Committees shall dissolve automatically, whereupon its members, Professionals and agents shall be released from any further duties and responsibilities in this Chapter 11 case and under the Bankruptcy Code, except that the Parish Committee will continue to consult with the Archdiocese with respect to the GIF contribution to the Trust and all committee members and professionals shall continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), and protective orders entered during this Chapter 11 case.

B. Discharge Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR IN THE CONFIRMATION ORDER, ON THE EFFECTIVE DATE, PURSUANT TO SECTION 1141(D) OF THE BANKRUPTCY CODE, THE ARCHDIOCESE SHALL BE DISCHARGED FROM ANY AND ALL CLAIMS THAT AROSE PRIOR TO THE EFFECTIVE DATE, INCLUDING INTEREST, IF ANY, REGARDLESS OF WHETHER IT IS ALLEGED TO HAVE ACCRUED BEFORE OR AFTER THE PETITION DATE (EACH "DISCHARGED CLAIM"). FOR THE AVOIDANCE OF DOUBT, "DISCHARGED CLAIM" INCLUDES ANY DISALLOWED CLAIM. ALL PERSONS WHO HAVE HELD OR ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT A DISCHARGED CLAIM SHALL BE PERMANENTLY STAYED, ENJOINED, AND RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSES OF ASSERTING, ENFORCING, OR ATTEMPTING TO ASSERT OR ENFORCE ANY DISCHARGED CLAIM, INCLUDING: (I) COMMENCING OR CONTINUING IN ANY MANNER, ANY ACTION OR ANY OTHER PROCEEDING OF ANY KIND WITH RESPECT TO ANY DISCHARGED CLAIM AGAINST THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR PROPERTY OF THE REORGANIZED DEBTOR; (II) SEEKING THE ENFORCEMENT, ATTACHMENT, COLLECTION, OR RECOVERY BY ANY MANNER OR MEANS OF ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR PROPERTY OF THE REORGANIZED DEBTOR, WITH RESPECT TO ANY DISCHARGED CLAIM; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OR LIEN OF ANY KIND AGAINST THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR PROPERTY OF THE REORGANIZED DEBTOR WITH RESPECT TO ANY DISCHARGED CLAIM; (IV) ASSERTING ANY SETOFF RIGHT OF CONTRIBUTION, INDEMNITY, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO THE REORGANIZED DEBTOR WITH RESPECT TO ANY DISCHARGED CLAIM; AND (V) TAKING ANY ACTION, IN ANY MANNER AND IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH PROVISIONS OF THE PLAN. IN THE EVENT ANY PERSON TAKES ANY ACTION THAT IS PROHIBITED BY, OR IS OTHERWISE INCONSISTENT WITH THE PROVISIONS OF THIS INJUNCTION, THE PLAN OR CONFIRMATION ORDER, THEN, UPON NOTICE TO THE BANKRUPTCY COURT BY AN AFFECTED PARTY, THE ACTION OR PROCEEDING IN WHICH THE CLAIM OF SUCH PERSON IS ASSERTED WILL AUTOMATICALLY BE TRANSFERRED TO THE BANKRUPTCY COURT OR THE DISTRICT COURT FOR ENFORCEMENT OF THE PLAN. IN A SUCCESSFUL ACTION TO ENFORCE THE INJUNCTIVE PROVISIONS OF THIS SECTION IN RESPONSE TO A WILLFUL VIOLATION THEREOF THE MOVING PARTY MAY SEEK AN AWARD OF COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST THE NON-MOVING PARTY, AND SUCH OTHER LEGAL OR EQUITABLE REMEDIES AS ARE JUST AND PROPER, AFTER NOTICE AND A HEARING. THE DISCHARGE HEREUNDER

SHALL NOT LIMIT IN ANY WAY THE OBLIGATIONS OF NON-SETTLING INSURERS TO DEFEND AND PAY THE ARCHDIOCESE'S LIABILITY FOR TORTS CLAIMS UNDER INSURANCE POLICIES ISSUED TO THE ARCHDIOCESE BY NON-SETTLING INSURERS.

C. Channeling Injunction

IN CONSIDERATION OF THE PROMISES, OBLIGATIONS, AND PAYMENTS OF THE ARCHDIOCESE, THE REORGANIZED DEBTOR, THE CATHOLIC ENTITIES, AND THE SETTLING INSURERS UNDER THE PLAN, THEIR CONTRIBUTION TO THE TRUST, AND PURSUANT TO THEIR RESPECTIVE SETTLEMENTS WITH THE DEBTOR, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.2 OF THIS PLAN, AND SOLELY TO THE EXTENT ALLOWED THEREIN, ALL PERSONS WHO HAVE HELD OR ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT ANY TORT CLAIM ARISING PRIOR TO THE EFFECTIVE DATE, AND ANY CHANNELED CLAIM, SHALL BE FOREVER BARRED AND PERMANENTLY ENJOINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSES OF ASSERTING, PURSUING, OR ENFORCING, SUCH TORT CLAIM OR CHANNELED CLAIM AGAINST ANY PROTECTED PARTY OR SETTLING INSURER INCLUDING: (A) FOR DAMAGES OF ANY TYPE, INCLUDING BODILY INJURY, PERSONAL INJURY, EMOTIONAL DISTRESS, WRONGFUL DEATH, OR LOSS OF CONSORTIUM; (B) FOR EXEMPLARY OR PUNITIVE DAMAGES; (C) FOR ATTORNEYS' FEES AND OTHER EXPENSES, FEES, OR COSTS; (D) ANY INTEREST ON TORT CLAIMS OR CHANNELED CLAIMS ALLOWED BY LAW; (E) AGAINST THE PROPERTY OF ANY OF THE PROTECTED PARTIES OR SETTLING INSURERS; OR (F) FOR ANY REMEDY AT LAW OR IN EQUITY WHATSOEVER, HERETOFORE, NOW OR HEREAFTER ASSERTED AGAINST ANY PROTECTED PARTY.

THE FOREGOING CHANNELING INJUNCTION IS AN INTEGRAL PART OF THE PLAN AND IS ESSENTIAL TO THE PLAN'S CONSUMMATION AND IMPLEMENTATION. IT IS INTENDED THAT THE CHANNELING OF THE TORT CLAIMS AND CHANNELED CLAIMS AS PROVIDED IN THIS SECTION 13 SHALL INURE TO THE BENEFIT OF THE PROTECTED PARTIES AND SETTLING INSURERS. IN A SUCCESSFUL ACTION TO ENFORCE THE INJUNCTIVE PROVISIONS OF THIS SECTION IN RESPONSE TO A WILLFUL VIOLATION THEREOF, THE MOVING PARTY MAY SEEK AN AWARD OF COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST THE NON-MOVING PARTY, AND SUCH OTHER LEGAL OR EQUITABLE REMEDIES AS ARE JUST AND PROPER, AFTER NOTICE AND A HEARING.

D. Exculpation; limitation of liability

From and after the Effective Date, none of the Exculpated Parties, as defined in the Plan, shall have or incur any liability for, and each Exculpated Party shall be released from, any claim,

Cause of Action or liability to any other Exculpated Party, to any holder of a claim, or to any other party in interest, for any act or omission that occurred during and in connection with this Chapter 11 case or in connection with the preparation and Filing of this Chapter 11 case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan, except for claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Archdiocese and its officers, members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Section 1125(e) of the Bankruptcy Code and the channeling injunction.

E. Settling Insurer Supplemental Injunction

PURSUANT TO SECTIONS 105(A) AND 363 OF THE BANKRUPTCY CODE AND IN CONSIDERATION OF THE UNDERTAKINGS OF THE SETTLING INSURERS PURSUANT TO THE INSURANCE SETTLEMENT AGREEMENTS, INCLUDING ANY OF THE SETTLING INSURERS' PURCHASE OF INSURANCE POLICIES FROM THE ARCHDIOCESE AND CATHOLIC ENTITIES PURSUANT TO SECTION 363(F) OF THE BANKRUPTCY CODE, ANY AND ALL PERSONS WHO HAVE HELD, NOW HOLD OR WHO IN THE FUTURE MAY HOLD ANY INTERESTS (INCLUDING ALL DEBTHOLDERS, EQUITY HOLDERS, GOVERNMENTAL AUTHORITIES, LENDERS, TRADE AND OTHER CREDITORS, TORT CLAIMANTS, PERPETRATORS, NON-SETTLING INSURERS, AND ALL OTHERS HOLDING INTERESTS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING THOSE CLAIMS RELEASED OR TO BE RELEASED PURSUANT TO THE INSURANCE SETTLEMENT AGREEMENTS) AGAINST ANY OF THE PROTECTED PARTIES, SETTLING INSURERS, OR THE SETTLING INSURERS' POLICIES, WHICH, DIRECTLY OR INDIRECTLY, RELATE TO, ANY OF THE POLICIES, ANY TORT CLAIMS, CLAIM NOS. 502, 503, AND 668, CLASS 3 CLAIMS, OR ANY RELATED INSURANCE CLAIMS, ARE HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, TO ASSERT, ENFORCE OR ATTEMPT TO ASSERT OR ENFORCE ANY SUCH INTEREST AGAINST THE SETTLING INSURERS, PROTECTED PARTIES, AND THE POLICIES, INCLUDING:

(A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING AGAINST THE SETTLING INSURERS OR THE PROTECTED PARTIES OR THE PROPERTY OF THE SETTLING INSURERS OR THE PROTECTED PARTIES;

(B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING, BY ANY MANNER OR MEANS, ANY JUDGMENT, AWARD, DECREE OR ORDER

AGAINST THE SETTLING INSURERS OR THE PROTECTED PARTIES OR THE PROPERTY OF THE SETTLING INSURERS OR THE PROTECTED PARTIES;

(C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OF ANY KIND AGAINST THE SETTLING INSURERS OR THE PROTECTED PARTIES OR THE PROPERTY OF THE SETTLING INSURERS OR THE PROTECTED PARTIES;

(D) ASSERTING OR ACCOMPLISHING ANY SETOFF, RIGHT OF INDEMNITY, SUBROGATION, CONTRIBUTION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE THE SETTLING INSURERS OR THE PROTECTED PARTIES OR THE PROPERTY OF THE SETTLING INSURERS OR THE PROTECTED PARTIES; AND

(E) TAKING ANY ACTION, IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO, OR COMPLY WITH, THE PROVISIONS OF THE PLAN.

THIS INJUNCTION SHALL NOT APPLY TO: (I) CLAIMS FOR INSURANCE FROM THE CATHOLIC MUTUAL RELIEF SOCIETY UNDER POLICIES ISSUED BY THE CATHOLIC MUTUAL RELIEF SOCIETY TO THE ARCHDIOCESE AS THE NAMED INSURED ON OR AFTER SEPTEMBER 1, 1986, EXCEPT AS PROVIDED IN THE INSURANCE SETTLEMENT AGREEMENT ATTACHED HERETO AS PART OF EXHIBIT G-3; OR (II) ANY REINSURANCE CLAIM..

F. Insurance Settlement Agreement Injunction

ANY INJUNCTION CONTAINED IN AN INSURANCE SETTLEMENT AGREEMENT IS INCORPORATED INTO THE PLAN BY REFERENCE, IS DEEMED FULLY SET FORTH IN THE PLAN, IS APPROVED AND IS IN ADDITION TO THE INJUNCTIONS EXPRESSLY SET FORTH IN THE PLAN.

G. Timing

The injunctions, releases, and discharges to which a Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the confirmation order, the Approval Orders, and the Bankruptcy Code shall only become effective when the Trust receives payment in full from that Settling Insurer pursuant to the terms of that Settling Insurer's Insurance Settlement Agreement, and the other provisions set forth in Article XII of the Plan are fully met.

XI. THE REORGANIZED DEBTOR

A. Continued Existence

The Archdiocese will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate entity in accordance with the applicable laws of the State of Minnesota, having tax-exempt status under 26 U.S.C. § 501(c)(3) under applicable law and without prejudice to any right to alter or terminate such existence under applicable state law, except as such rights may be limited and conditioned by the Plan and the documents and instruments executed and delivered in connection therewith.

The Reorganized Debtor shall be entitled to seek such orders, judgments, injunctions, rulings, and other assistance as it deems necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan.

B. Vesting of Assets

In accordance with Sections 1141 and 1123(a)(5) of the Bankruptcy Code, except as otherwise provided in the Plan or Confirmation Order, the Reorganization Assets will vest in the Reorganized Debtor on the Effective Date free and clear of all liens, Claims and interests of Creditors, including successor liability Claims. On and after the Effective Date, the Reorganized Debtor may operate and manage its affairs and may use, acquire and dispose of property without notice to any Person and without supervision or approval by the Bankruptcy Court and free of any bankruptcy restrictions other than those expressly imposed by the Plan or Confirmation Order.

C. Management of Reorganized Debtor

The Reorganized Debtor will continue to be managed by current management as set forth below. These individuals are familiar with the Debtor’s affairs and operations and are well suited to continue the Debtor’s mission. The persons proposed to serve as directors and officers of the Reorganized Debtor are identified in Exhibit J to the Plan and are as follows:

Name	Title
Most Reverend Bernard A. Hebda	Archbishop
Most Reverend Andrew Cozzens	Auxiliary Bishop
Very Reverend Charles V. Lachowitz	Moderator of the Curia
Joseph Kueppers	Chancellor for Civil Affairs
Thomas Mertens	Chief Financial Officer
John F. Bierbaum	Board of Directors - member
Peter Daly, M.D.	Board of Directors - member
Karen Rauenhorst	Board of Directors - member
Rev. Stephen Ulrick	Board of Directors - member
Brian Short	Board of Directors - member

Compensation of officers will be in accordance with prepetition practices. Board members do not receive monetary compensation from the Archdiocese.

XII. MISCELLANEOUS PLAN PROVISIONS

The Plan contains several other provisions consistent with the requirements of Chapter 11 of the Bankruptcy Code. Miscellaneous Plan provisions not already addressed are as set forth below.

A. Rejection of Unassumed Executory Contracts

Confirmation of the Plan will constitute assumption of the executory contracts and unexpired leases listed on Exhibit H to the Plan. Except for any executory contract (i) that was previously assumed or rejected by an order of the Bankruptcy Court (including the confirmation order) or otherwise pursuant to section 365 of the Bankruptcy Code; (ii) that is subject to a pending motion to assume or reject before the Bankruptcy Court, (iii) that is expressly assumed in the Plan; or (iv) that is listed on Exhibit H to the Plan, each pre-Petition Date executory contract that has not previously expired or terminated, shall be rejected, effective as of the confirmation date. Except as otherwise provided, no cure payment shall be required by the Archdiocese in connection with the assumption and assignment of any contract assumed and assigned.

B. Executory contract rejection claims

Claims asserted by a creditor arising from the rejection of an executory contract must be filed no later than the first business day which is thirty days after the Confirmation Date or the first business day that is thirty days after entry of the Final Order of the Bankruptcy Court approving rejection, if such Final Order is entered after the Confirmation Date. Every such Claim which is timely filed, as and when it becomes an Allowed Claim, will be treated under Class 12 of the Plan. Every such Claim not timely filed by the deadline will be forever barred, unenforceable, and discharged, and the creditor holding the Claim will not receive or be entitled to any distribution under the Plan on account of such Claim.

C. Indemnification of members, managers, officers, and employees

The obligation of the Archdiocese to indemnify any individual serving at any time on or prior to the Effective Date, as one of its officers, employees, council members or volunteers by reason of such individual's service in such capacity, to the extent provided in any of the Archdiocese's constituent documents or by a written agreement with the Debtor or under the laws of the State of Minnesota pertaining to the Archdiocese, will be deemed and treated as Executory Contracts that are assumed by the Reorganized Debtor, pursuant to the Plan and Bankruptcy Code section 365 as of the Effective Date. Notwithstanding the foregoing, under no circumstances will the Archdiocese or the Reorganized Debtor assume or be responsible for any alleged indemnification of any party against whom the Archdiocese has determined or may, in the future, determine, that there are credible allegations of Abuse asserted against such entity or such entity has or may have engaged in come other conduct that would excuse the Reorganized Debtor from providing any indemnification to such Entity.

D. Lease claim indemnity

The Reorganized Debtor will fully indemnify the Debtor's estate, and any successor to the Debtor's estate, including but not limited to any trust formed for the benefit of creditors, from and for any claims arising out of the breach of the Debtor's lease for new office space asserted

after confirmation, regardless of whether such claims arise before or after the confirmation of a plan by the Debtor.

E. Indemnity for uninsured non-tort claims

The Reorganized Debtor will fully indemnify any Catholic Entity for any claims, other than Tort Claims, asserted against such Catholic Entity after the Effective Date for which the Catholic Entity would otherwise have, but as a result of the sale or transfer by the Debtor or the Catholic Entity of an Insurance Policy to a Settling Insurer pursuant to a buy-back agreement as part of this Chapter 11 case, does not have, insurance coverage for such non-Tort Claims.

F. Reservation of right

The Archdiocese reserves the right to sell estate property or compromise Causes of Action on behalf of the Estate at any time prior to the Effective Date, subject to Bankruptcy Court approval. Notice of any such sale or compromise sought as part of the Plan shall be filed as a Supplemental Plan Document, and approval of such sale or settlement shall be considered at the confirmation hearing or as soon thereafter as is practicable.

G. Final order

Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Final Order may be waived by the Archdiocese (if prior to the Effective Date) or by the Reorganized Debtor (on or after the Effective Date) upon written notice to the Bankruptcy Court. Any party in interest may, on its own behalf, waive a requirement for a Final Order that results in favor of such party in interest without notice to the Bankruptcy Court or other parties in interest. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order.

H. Amendments and modifications

The Archdiocese may modify the Plan at any time prior to the confirmation hearing in accordance with section 1127(a) of the Bankruptcy Code. After the confirmation date and prior to substantial consummation of the Plan, the Reorganized Debtor, or the Trustee, as appropriate, may modify the Plan in accordance with section 1127(b) of the Bankruptcy Code by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court.

I. U.S. Trustee reports

From the Effective Date until a Final Decree is entered, the Reorganized Debtor shall, within 30 days of the end of its fiscal quarter, file with the Bankruptcy Court and submit to the U.S. Trustee, quarterly reports setting forth all receipts and disbursements as required by the U.S.

Trustee guidelines. The Debtor will not be required to file monthly operating reports or provide copies of bank account statements.

J. No waiver

The failure of the Archdiocese to object to any claim for purposes of voting shall not be deemed a waiver of the Archdiocese's, the Reorganized Debtor's, or the Trustee's right to object to such claim, in whole or in part.

K. Tax exemption

Pursuant to Section 1146 of the Bankruptcy Code, the delivery or recording of an instrument of transfer on or after the confirmation date shall be deemed to be made pursuant to and under the Plan, including any such acts by the Archdiocese (if prior to the Effective Date), and the Reorganized Debtor (if on or after the Effective Date), including any subsequent transfers of property by the Reorganized Debtor, and shall not be taxed under any law imposing a stamp tax, transfer tax, state deed tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the confirmation order and the Plan, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp, tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

L. Non-severability

Except as specifically provided herein, the terms of the Plan constitute interrelated compromises and are not severable, and no provision of the Plan may be stricken, altered, or invalidated, except by amendment of the Plan by the Archdiocese.

M. Revocation

The Archdiocese reserves the right to revoke and withdraw the Plan prior to the confirmation date, in which case the Plan shall be null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Archdiocese, the Committee, or any other Person or to prejudice in any manner the rights of the Archdiocese, the Committee, or any other Person in any further proceedings involving the Archdiocese, or be deemed an admission by the Archdiocese, including with respect to the amount or allowance of any claim or the value of any property of the Estate.

N. Controlling documents

In the event and to the extent that any provision of the Plan or Trust Agreement is inconsistent with any provision of the disclosure statement, the provisions of the Plan or Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control and take precedence. In the event and to the extent that any provision of the

confirmation order is inconsistent with any provision of the Plan or the Trust Agreement, the provisions of the confirmation order shall control and take precedence. To the extent that any provision of the Plan, the Trust Agreement, or the confirmation order is inconsistent with the Insurance Settlement Agreements, the Insurance Settlement Agreements shall control.

O. Governing law

Except to the extent a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure), and unless specifically stated, the rights, duties, and obligations arising under the Plan, any agreements, documents, and instruments executed in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreements shall control) shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota, without giving effect to conflicts of law principles.

P. Notices

Any notices or requests by parties in interest under or in connection with the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the parties identified in section 15.16 of the Plan.

Q. Filing of additional documents

At any time before substantial consummation of the Plan, the Archdiocese, the Trust, or the Reorganized Debtor, as appropriate, may file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, or otherwise to comply with applicable law.

R. Powers of officers

The officers of the Archdiocese or the Reorganized Debtor, as the case may be, shall have the power to enter into or execute any documents or agreements that they deem reasonable and appropriate to effectuate the terms of the Plan.

S. Direction to a party

On and after the Effective Date, the Trust or the Reorganized Debtor, as applicable, may apply to the Bankruptcy Court for entry of an order directing any Person to execute or deliver or to join in the execution or delivery of any instrument or document reasonably necessary or reasonably appropriate to effect a transfer of properties dealt with by the Plan, and to perform any other act (including satisfaction of any lien or security interest) that is reasonably necessary or reasonably appropriate for the consummation of the Plan.

T. Successors and assigns

The Plan shall be binding upon and inure to the benefit of the Archdiocese and its successors and assigns, including the Reorganized Debtor. The rights, benefits, and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator successor, or assign of such entity.

U. Certain actions

By reason of entry of the confirmation order, prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Archdiocese under the Plan shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable non-bankruptcy law, without any requirement of further action by the officers of the Archdiocese.

V. Final decree

Once the Estate has been fully administered, the Reorganized Debtor or such other party as the Bankruptcy Court may designate in the confirmation order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 Case.

W. Plan as settlement communication

The Plan furnishes or offers or promises to furnish (or accepts or offers or promises to accept) valuable consideration in compromising or attempting to compromise claims and Causes of Action that are disputed as to validity or amount (including Tort Claims and the Insurance Litigation). Accordingly, the Plan, the disclosure statement, and any communications regarding the Plan or the disclosure statement are subject in all respects to Federal Rule of Evidence 408 and any comparable provisions of applicable state law precluding their use as evidence of liability for, or the validity or invalidity of, any disputed claim or Cause of Action.

X. Other rights

Except as expressly set forth in this Plan, nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under Minnesota law, or any other applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Tort Claims.

Y. Rule 9019 Request; 1129(b) Confirmation Request

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Archdiocese requests approval of all compromises and settlements included in the Plan, including the compromises and settlements set forth in Article V and VIII. In addition, through the Plan, the Archdiocese

requests confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any impaired class that does not accept the Plan or is deemed to reject the Plan.

XIII. ACCEPTANCE AND CONFIRMATION OF THE PLAN; VOTING REQUIREMENTS

In order for the Plan to be confirmed, all of the applicable requirements of Bankruptcy Code § 1129 must be met. This includes, among other things, that the Plan: (i) is accepted by all impaired Classes, or if rejected by an impaired Class, “does not discriminate unfairly” and is “fair and equitable” as to each rejecting Class; (ii) is feasible; and (iii) is in the best interests of holders of Claims in each impaired Class.

A. Best Interests Test

The liquidation analysis attached as Exhibit C will show that if this case were converted to a Chapter 7 liquidation, unsecured creditors, including Tort Claimants, would receive payment far less than the payment currently provided for under the Plan. Further, to the extent Insurance Settlements are lost without a Plan or to the extent a Chapter 7 trustee disavows the Insurance Settlements and continues litigation on claims objections the recovery may be even lower.

1. Legal standard for the Best Interests Test

Confirmation of a Plan generally requires that each holder of a Claim in an impaired Class must either: (i) accept the Plan; or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

This analysis does not apply in this Chapter 11 case, because under 11 U.S.C. § 1112(c), as a non-profit entity, the Debtor’s case cannot be converted from a Chapter 11 case to a Chapter 7 case without the Debtor’s consent. Similarly, under 11 U.S.C. § 303, an involuntary petition cannot be filed against the Archdiocese. Accordingly, the Archdiocese believes that the best interests of creditors test in this Chapter 11 case, if it applies at all, is more analogous to the test in a Chapter 9 case.

In a Chapter 9 case, the best interests of creditors test is interpreted to mean that:

[T]he plan must be better than the alternative that creditors have. In the chapter 9 context, the alternative is dismissal of the case, permitting every creditor to fend for itself in the race to obtain the mandamus remedy and to collect the proceeds. Clearly, such a result is chaos . . . [The courts] must apply the test to require a reasonable effort by the municipal debtor that is a better alternative to its creditors than dismissal of the case.

6 COLLIER ON BANKRUPTCY, ¶ 943.03[7] [a] (16th ed. 2013).

The only true alternative to the Plan is dismissal of this Chapter 11 case and a race to the courthouse to try individual claimant cases one at a time. Such a scenario generally benefits the first to sue and obtain judgments and delays resolution of the vast majority of tort claims, while at the same time severely eroding the Debtor's value through continuing litigation costs. As of the Petition Date, there were 22 Tort Claimants with lawsuits pending against the Archdiocese, and an additional 151 Tort Claimants who made formal demand on the Archdiocese through a notice of claim prior to the Petition Date. The Claimants with lawsuits pending would be in a favorable position compared to the remaining Claimants who asserted claims in the bankruptcy. Further, the cost of Chapter 11 proceedings and the litigation costs associated with the litigation of the Tort Claims in state court proceedings would deplete the Archdiocese's assets to a point that would likely eliminate any cash contributions from the Archdiocese, thwart the Archdiocese's ability to provide for ongoing therapy or counseling, and compromise if not eliminate the ability of the Archdiocese to defend coverage litigation, leaving claimants with unattachable assets, years of fruitless litigation, and no foreseeable resolution.

2. Hypothetical Chapter 7 liquidation scenario

Although the Archdiocese does not believe that a Chapter 7 liquidation is possible, it believes that the Plan presents a superior alternative in any case. In a hypothetical Chapter 7 liquidation, creditors would also receive less than they will likely receive under the Plan. As explained below, the liquidation value available for satisfaction of Claims against the Debtor would be reduced by the costs arising from the conversion of the case from Chapter 11 to Chapter 7, and costs, fees, and expenses of the liquidation itself, which would include disposition expenses, the costs and fees of a trustee and his or her counsel, and the costs and fees of other retained professionals. In addition, the shortened time available in a Chapter 7 case to sell certain assets would further compromise the already untenable situation involving any sale of land leased to the Cathedral and schools. Finally, a liquidation would likely result in several million dollars' worth of additional claims that would dilute the assets available to creditors receiving distributions under the Plan.

A Chapter 7 liquidation would also very likely result in a significant delay in payments being made to creditors. The trustee would be duty bound to review each claim and likely object to many claims involving a costly, time-consuming process. Litigating over 400 claims of abuse would take over a decade even if the court system and parties could accommodate 40 trials per year. With inevitable appeals and coverage actions, complete resolution may take longer.

A hypothetical Chapter 7 liquidation would include the following probable outcomes:

- Parish accounts receivable would very likely become uncollectable by the Debtor.
 - Parishes would likely immediately stop paying assessments to the Archdiocese were the Archdiocese to liquidate. Assessments receivable and past due assessments would likely become completely uncollectable.

- The Insurance Settlements, totaling approximately \$33.2 million, would be lost without a Plan.
 - The Settling Insurers would not settle because they could not obtain a policy buy-back with a channeling injunction.
 - The Chapter 7 trustee could decide to pursue recoveries from Insurers. However, such litigation will be extremely expensive, and the Trustee would lack the resources necessary to meaningfully pursue these cases.
- The Parish Insurance Settlements, totaling approximately \$13,732,500, would be lost without a Plan.
 - The Settling Parish Insurers would not settle because they could not obtain a policy buy-back with a channeling injunction.
 - The Parishes, as separate legal entities, could not be compelled to contribute in the Archdiocese's liquidation.
- Rights to pursue claims against Parish insurance policies would be lost without a Plan.
 - The Parishes, as separate legal entities, could not be compelled to contribute in the Archdiocese's liquidation.
- There would be no Trust Distribution Plan as provided in the Plan and Trust Agreement
 - In a Chapter 7 liquidation, the Chapter 7 trustee would likely need to object to many Tort Claims. Without a process such as the Trust Distribution Plan to classify and compensate Tort Claims, the Chapter 7 trustee may be required to liquidate each Tort Claim, likely through individual trials. At the very least, substantial estate resources would likely be expended adjudicating or analyzing Tort Claims. As a result, significant resources, conservatively estimated to be \$250,000 per litigated claim, would be expended adjudicating Tort Claims in a Chapter 7 case. There are more than 400 Tort Claims in this case, which could equal total litigation costs of over \$100 million.
- The only potential source of funds readily available for distribution in liquidation would be available unrestricted cash assets and marketable property as of the liquidation date. Unpaid Chapter 7 and Chapter 11 administrative expenses could eclipse the Debtor's liquid assets.
 - As noted above, insurance settlement proceeds would not be available for immediate distribution and a Chapter 7 trustee would likely have to litigate individual Tort Claims in order to obtain insurance money for distribution on a claim-by-claim basis. This process would take years to complete and the recoveries that could be obtained are speculative.
- Under 11 U.S.C. § 326, the Chapter 7 trustee would be entitled to compensation based on a percentage of all funds distributed to parties in interest, which would further reduce the amount of funds available to pay unsecured creditors.

- The contributing non-Debtor Catholic entities would not get the benefit of the channeling injunctions and releases provided in the Plan, nor would they make the substantial contributions they are making under the Plan without such injunctions or releases.
- The GIF and AMBP would terminate, which would result in significant claims by participants and likely protracted litigation over the ownership and proper distribution of those assets.
- The Archdiocese would terminate and breach its lease with IAF Beacon I, LLC for its new office space, which would result in a significant administrative expense priority claim on behalf of the landlord. Under the Bankruptcy Code, such an administrative expense claim would be paid before any unsecured creditors and would further dilute estate assets.
- The Chapter 7 trustee would not be able to provide for ongoing therapy for Tort Claimants, and the Counseling Fund will not exist.

As evidenced by the liquidation analysis, the Debtor believes that creditors will clearly benefit from the confirmation of the Plan. In a liquidation, there will be many more claims and in greater amounts that would share in the assets available to creditors, the pool of available assets would be diluted, and the rights related to insurance policies would not be improved. The Debtor believes that the Plan provides a superior and faster recovery for the holders of Claims and meets the requirements of the best interests test.

B. Financial Feasibility

In order to confirm a plan, the Bankruptcy Code requires that a Bankruptcy Court find that confirmation of the plan is not likely to be followed by liquidation or the need to further financially reorganize the Debtor (the “Feasibility Test”). For a plan to meet this test, the Bankruptcy Court must determine there is a reasonable likelihood that the reorganized debtor will possess the working capital and other resources necessary to meet its obligations under the Plan. Based upon the Financial Projections attached as **Exhibit D** and the assumptions set forth therein, the Archdiocese believes that it will be able to make all distributions required pursuant to the Plan and to fund its operations going forward and, therefore, that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

C. Acceptance by Impaired Class; 1129(b) confirmation

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a number of findings concerning the Plan and the Debtor, including that (a) the Plan classifies Claims in a permissible manner; (b) the Plan complies with applicable provisions of the Bankruptcy Code; (c) the Debtor complied with applicable provisions of the Bankruptcy Code; (d) the Debtor proposed the Plan in good faith and not by any means forbidden by law; (e) the

disclosure required by § 1125 of the Bankruptcy Code has been made; (f) the Plan has been accepted by the requisite votes of Creditors in each Class (except to the extent that confirmation may still be available under § 1129(b) of the Bankruptcy Code); (g) the Plan is feasible and confirmation is not likely to be followed by further financial restructuring of the Debtor; (h) the Plan is in the “best interests” of all holders of Claims in an Impaired Class; and (i) all fees and expenses payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing on confirmation, have been paid or the Plan provides for the payment of such fees on the Effective Date.

The Debtor believes that the Plan satisfies all the requirements of confirmation.

Section 1129(a) of the Bankruptcy Code requires that a class of Claims that is impaired under the Plan accept the Plan, subject to the exception contained in section 1129(b) of the Bankruptcy Code.

A class of claims under a plan “accepts” the plan if the plan is accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims in the classes that actually vote on the plan. A claim that is not “impaired” under a plan is conclusively presumed to accept the plan. Solicitation of acceptances from such a class is not required. A class is “impaired” unless (i) the legal, equitable and contractual rights of the holders of claims in that class are not modified or (ii) the effect of any default is cured and the original terms of the obligation are reinstated. Under the Plan, Classes 1, 2, 4, 5, 10, 11, and 16 are not impaired and are deemed to accept the Plan. Class 14 will not receive or retain any property under the Plan on account of Claims and is presumed to have rejected the Plan. All other classes of Claims under the Plan are impaired (or potentially impaired) under the Plan. As such, holders of Claims in those classes, i.e., Class 3, 6, 7, 8, 9, 12, 13, 14 and 15 are entitled to vote to accept or reject the Plan.

The Bankruptcy Code allows for a plan to be confirmed even if rejected by an impaired class of claims. Under the provisions of section 1129(b) of the Bankruptcy Code, the proponent of the plan may request that the plan be confirmed despite its rejection by an impaired class. The court will confirm the plan if it (a) does not discriminate unfairly against a dissenting impaired class and (b) is fair and equitable with respect to that class.

The Bankruptcy Code identifies guidelines for determining whether a plan is fair and equitable to a given class of claims. For unsecured claims (such as the Claims in Classes 3, 6, 7, 8, 9, 12, 13, 14 and 15) a plan must provide that the creditors in the dissenting class receive or retain property of a value equal to the allowed amount of their claims or, failing that, no creditor of lesser priority, or shareholder, receives any distribution under the plan. In other words, equity interest holders would not receive or retain any property on account of their interest. The Debtor believes that this test, normally applied to traditional corporations, is inapplicable to the Debtor because as a non-profit corporation there are no equity interests or junior creditors, or the junior creditors of a non-accepting class are not receiving any property under the Plan.

For secured claims (such the Claim in Class 10), a plan must provide that the holders of such secured Claim retain the liens securing such claims to the extent of the allowed amount of such claims and that the holders of such claims receive on account of such claims a value, as of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in the property securing the lien. Under the Plan, the secured creditor in Class 10 will retain its liens to secure the full amount of its allowed secured claim and its interest and rights against its collateral will remain undisturbed.

In the event that the Bankruptcy Court refuses to impose a 1129(b) confirmation unless certain modifications are made to the terms and conditions of such non-consenting class's treatment under the Plan, the Debtor reserves the right, without re-solicitation, to propose such modifications to such non-consenting class's treatment and to confirm the Plan, provided such modification does not result in complete extinguishment of the non-consenting class's Claim.

D. Certain Risk Factors

ALL HOLDERS OF IMPAIRED CLAIMS SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND EXHIBITS) PRIOR TO DETERMINING WHETHER AND HOW TO VOTE ON THE PLAN.

BEFORE DETERMINING WHETHER AND HOW TO VOTE ON THE PLAN, YOU SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND, IN PARTICULAR, THE RISKS DESCRIBED BELOW. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCURS, CREDITOR RECOVERIES COULD BE LOWER THAN OTHERWISE DESCRIBED HEREIN. THE RISKS AND UNCERTAINTIES BELOW ARE NOT EXHAUSTIVE, BUT REPRESENT THE RISKS THAT THE DEBTOR BELIEVES ARE MATERIAL. THERE MAY BE ADDITIONAL RISKS THAT THE DEBTOR CURRENTLY CONSIDERS NOT TO BE MATERIAL OR WHICH THE DEBTOR IS CURRENTLY UNAWARE.

1. Failure to satisfy vote requirement

In the event that sufficient votes are not received to confirm the Plan, the Debtor may be forced to pursue an alternative Plan or dismissal of the case.

2. Risk of non-confirmation

Even if all impaired classes accept or could be deemed to have accepted the Plan, the Plan might not be confirmed by the Bankruptcy Court. Section 1129 of the Bankruptcy Code lists requirements for confirmation, including (a) that the confirmation of the Plan not be followed by the need for a further liquidation or reorganization; (b) that the value of distributions to dissenting holders not be less than the value of distributions to such holders if the Debtor were

liquidated under Chapter 7 of the Bankruptcy Code; and (c) that the Plan and the Debtor otherwise comply with applicable provisions of the Bankruptcy Code. Although the Debtor believes the Plan will meet all applicable tests, there is no assurance that the Bankruptcy Court will reach the same conclusion.

3. Non-consensual confirmation

Pursuant to section 1129(b) of the Bankruptcy Code, the Bankruptcy Court can confirm the Plan if at least one Impaired Class of Claims against the Debtor has accepted the Plan and, as to each Impaired Class of Claims that has not accepted the Plan, the Bankruptcy Court determines that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to such Impaired Class.

The Debtor reserves the right to modify the terms of the Plan as necessary for confirmation without the acceptance of all Impaired Classes. Such modification could result in less favorable treatment for any non-accepting Classes than the treatment currently provided in the Plan.

4. Appeal risk

If the Plan is confirmed, it is possible that one or more parties may appeal the order confirming the Plan and object to all or a part of the Plan, including the channeling injunctions and Trust Agreement contemplated in the Plan. This risk is higher in a non-consensual confirmation.

5. Uncertainty of value

The value of Tort Claimants’ rights to distributions from the Trust will depend in part on the risks outlined above and to the extent those risks materialize. In addition, the resolution of causes of action held by the Trust and the reconciliation, liquidation and allowance of Claims may require a substantial amount of time, during which time interest will not accrue on allowed Claims in the subject Classes. These delays could affect or reduce the ultimate value of any recovery. The ultimate realized value of insurance assets may be different than the values assigned to such policies.

E. Certain federal income tax considerations

THE INCOME TAX LAWS APPLICABLE TO RECEIVING A DISTRIBUTION OR DEDUCTING A LOSS FROM A BANKRUPT ESTATE ARE COMPLEX. THE SUMMARY DESCRIPTION OF TAX CONSEQUENCES BELOW IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS SUBJECT TO SIGNIFICANT UNCERTAINTIES.

THE DEBTOR HAS NOT REQUESTED A RULING FROM THE INTERNAL REVENUE SERVICE NOR HAS THE ARCHDIOCESE OBTAINED AN OPINION OF

COUNSEL WITH RESPECT TO THESE MATTERS. THUS, NO ASSURANCE CAN BE GIVEN AS TO THE TAX CONSEQUENCES OF THE PLAN.

THE DISCUSSION CONTAINED IN THIS DISCLOSURE STATEMENT AS TO FEDERAL TAX CONSIDERATIONS IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES.

NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE PLAN TO ANY HOLDER OF A CLAIM OR ANY OTHER ENTITY OR PERSON. EACH HOLDER OF A CLAIM SHOULD CONSULT ITS TAX PROFESSIONAL TO UNDERSTAND FULLY THE FEDERAL, STATE AND LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN.

The following summary is a general discussion of certain of the potential Federal income tax consequences of the Plan. The summary is based upon relevant provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), the applicable Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial authority, published rulings, and such other authorities considered relevant now in effect, all of which are subject to change.

The Federal income tax consequences to any particular Creditor may be affected by matters not discussed below. Furthermore, the summary does not address all categories of Creditors, some of which may be subject to special rules not addressed herein. There also may be state, local, or foreign tax considerations applicable to each Creditor or the Debtor.

1. Tax consequences to Creditors

A creditor that receives cash in satisfaction of its Claim will generally recognize a gain or loss in an amount equal to the difference between (i) the amount of cash received by such creditor in respect of its Claim (excluding any cash received in respect of a Claim for accrued interest) and (ii) the creditor's tax basis in its Claim.

The character of any gain or loss recognized as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, among other things, the tax status of the creditor, whether the Claim constitutes a capital asset in the hands of the creditor, whether the Claim has been held for more than one year, and whether and to what extent the creditor has previously claimed a bad debt deduction (or charged a reserve for bad debts) with respect to the Claim.

THERE ARE MANY FACTORS THAT WILL DETERMINE THE TAX CONSEQUENCE TO EACH HOLDER OF AN UNSECURED CLAIM. FURTHERMORE, THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX, AND IN SOME CASES, UNCERTAIN. THEREFORE, IT IS IMPORTANT THAT EACH HOLDER OF AN UNSECURED CLAIM OBTAIN HIS, HER, OR ITS OWN PROFESSIONAL TAX ADVICE

REGARDING THE TAX CONSEQUENCES TO SUCH HOLDER OF AN UNSECURED CLAIM AS A RESULT OF THE PLAN.

2. Tax consequences to the Debtor

The Debtor is a non-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. § 501(c)(3). Due to the Debtor's status as a non-profit corporation, the Debtor does not expect that the Plan will result in any significant federal income tax consequences to the Debtor.

3. Tax consequences to the Plan Trust

The Plan Trust may satisfy the requirements of a designated settlement fund under § 468B of the Tax Code or a qualified settlement fund under Regulation 1.468B-1 of the Treasury Regulations. There are certain tax consequences associated with the characterization of the Plan Trust as a designated settlement fund or a qualified settlement fund.

The Debtor expresses no opinion regarding whether the Plan Trust is a designated settlement fund or a qualified settlement fund. The Debtor has not requested a ruling from the Internal Revenue Service or an opinion of counsel regarding whether the Plan Trust is a designated settlement fund or a qualified settlement fund. Accordingly, each Creditor is urged to consult its own tax advisor regarding the characterization of the Plan Trust and the tax consequences of such characterization.

F. Solicitation of Votes

The Debtor is soliciting the acceptance of the Plan from all holders of Claims in Classes that are impaired under the Plan and receiving distributions. Using this criteria, only holders of Claims in Classes 3, 6, 7, 8, 9, 12, 13, 14 and 15 are entitled to vote on the Plan. In addition, a vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured or made in good faith or in accordance with the applicable provisions of the Bankruptcy Code.

Solicitation Packages will include copies of (i) the Disclosure Statement and exhibits thereto, including the Plan (ii) the Disclosure Statement approval order, (iii) the notice of Disclosure Statement approval and confirmation hearing, and (iv) the form of ballot.

Solicitation Packages will be sent to creditors by the Debtor. Procedures and deadlines for submitting the ballot shall be included in the Solicitation Package.

G. Voting Procedures

1. Ballots

If voting for or against the Plan, please use only the ballot or ballots sent to you with this Disclosure Statement. Votes cast to accept or reject the Plan will be counted by Class.

Please read the voting instructions on the reverse side of the ballot for a thorough explanation of the voting procedures.

IF YOU BELIEVE THAT YOU ARE A HOLDER OF A CLAIM IN A VOTING CLASS FOR WHICH YOU DID NOT RECEIVE A BALLOT, IF YOUR BALLOT IS DAMAGED OR LOST, OR IF YOU HAVE QUESTIONS CONCERNING VOTING PROCEDURES, PLEASE CONTACT THE DEBTOR AT (651) 251-7732. THE ARCHDIOCESE AND COUNSEL FOR THE ARCHDIOCESE CANNOT PROVIDE YOU WITH ANY LEGAL ADVICE.

If you are entitled to vote to accept or reject the Plan, a ballot is enclosed for purposes of voting on the Plan. If you hold claims in more than one Class and you are entitled to vote Claims in more than one Class, you will receive separate ballots that must be used to vote in each separate Class.

FACSIMILE, E-MAIL OR ELECTRONICALLY TRANSMITTED BALLOTS WILL NOT BE ACCEPTED.

A ballot that does not indicate an acceptance or rejection of the Plan will not be counted either as a vote to accept or a vote to reject the Plan. If you cast more than one ballot voting the same Claim before the Voting Deadline, the last ballot received before the Voting Deadline will supersede all prior ballots. In addition, you may not split your votes for your Claims within a particular Class under the Plan. Therefore, a ballot within a given Class received from a single creditor that partially rejects and partially accepts the Plan will not be counted.

You may not change your vote after the Voting Deadline passes.

2. Voting deadline

Completed ballots must be mailed to the clerk of the bankruptcy court.

To be counted, a ballot must be received by 5:00 p.m. (prevailing Central Time) on _____, 2016 at the following address:

Office of the Clerk of Court
Attention: B. Montez
U.S. Bankruptcy Court District of Minnesota

200 Warren E. Burger Federal Building and United States Courthouse
316 North Robert Street
Saint Paul, Minnesota 55101

3. Importance of your vote

Your vote is important. The Bankruptcy Court defines acceptance by a Class of Claims as acceptance by holders of at least two-thirds in amount and a majority in number of Allowed Claims in the Class that Vote.

Only those Creditors who actually vote are counted for purposes of determining whether a class voted to accept the Plan. Your failure to vote will leave to others the decision to accept or reject the Plan.

XIV. RECOMMENDATION AND CONCLUSION

THE ARCHDIOCESE HAS EXPLORED VARIOUS ALTERNATIVE SCENARIOS AND BELIEVES THAT THE PLAN ENABLES THE HOLDERS OF CLAIMS TO REALIZE THE MAXIMUM RECOVERY UNDER THE CIRCUMSTANCES. THE ARCHDIOCESE BELIEVES THAT CONFIRMATION AND CONSUMMATION OF THE PLAN IS IN THE BEST INTEREST OF CREDITORS AND THAT THE PLAN SHOULD BE CONFIRMED. THE ARCHDIOCESE STRONGLY RECOMMENDS THAT ALL CREDITORS RECEIVING A BALLOT VOTE IN FAVOR OF THE PLAN BY SO INDICATING IN THEIR BALLOTS AND RETURNING THEM AS SPECIFIED IN THE INSTRUCTIONS SET FORTH IN THE SOLICITATION PACKAGES.


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Signature Page to the Disclosure Statement for the Chapter 11 Plan of Reorganization of the
Archdiocese of Saint Paul and Minneapolis

Respectfully submitted,

The Archdiocese of Saint Paul and Minneapolis

Dated: May 25, 2016

By: 
Most Reverend Bernard A. Hebda
Archbishop of Saint Paul and Minneapolis

Briggs and Morgan, P.A.

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Attorneys for the Archdiocese of Saint Paul
and Minneapolis

LIST OF EXHIBITS

EXHIBIT A – THE PLAN AND PLAN EXHIBITS [FILED SEPARATELY ON DOCKET]
EXHIBIT B – [PROPOSED] ORDER APPROVING DISCLOSURE STATEMENT [TO BE SEPARATELY FILED ON DOCKET]
EXHIBIT C – LIQUIDATION ANALYSIS
EXHIBIT D – FINANCIAL PROJECTIONS
EXHIBIT E – 2014 AUDIT AND 2015 UNAUDITED REPORT FOR THE ARCHDIOCESE
EXHIBIT F – POSTPETITION OPERATING RESULTS

**EXHIBIT A
TO
DISCLOSURE STATEMENT**

Plan of Reorganization

[Filed separately on the docket]

**EXHIBIT B
TO
DISCLOSURE STATEMENT**

Order Approving Disclosure Statement

[To be filed separately on the docket]

**EXHIBIT C
TO
DISCLOSURE STATEMENT**

Hypothetical Liquidation Analysis

NOTES TO LIQUIDATION ANALYSIS
Archdiocese of Saint Paul and Minneapolis
Estimated Realizable Value Upon Liquidation as of August 31, 2016

GLOBAL NOTES

The Debtor, with the assistance of its restructuring professionals, has prepared this hypothetical liquidation analysis in connection with the Disclosure Statement. Section XIII.A of the Disclosure Statement is incorporated herein.

The Debtor believes that the “best interest of creditors” test set forth in § 1129(a)(7) of the Bankruptcy Code does not apply in this Chapter 11 case because the Debtor, as a non-profit organization, cannot be forced into a Chapter 7 liquidation under section 1112(c) of the Bankruptcy Code, nor can creditors file an involuntary petition under section 303 of the Bankruptcy Code. These prohibitions on forcing a nonprofit to liquidate its assets preclude application of the usual best interests of creditors test. Nonetheless, the Debtor believes that the Plan satisfies the “best interest of creditors” test with respect to each impaired class of creditors under the Plan. The Debtor believes that these classes will receive at least as much under the Plan as they would if the Debtor’s assets were liquidated in a case under Chapter 7 of the Bankruptcy Code. The Debtor further believes that this liquidation analysis and the conclusions set forth are fair and reasonable and represent management’s best judgment regarding the results of a hypothetical liquidation.

The determination of the hypothetical costs and proceeds from the liquidation of assets is an uncertain process involving the extensive use of estimates and assumptions which, although considered reasonable by the Debtor and its advisors, are inherently subject to significant business, economic, and other uncertainties and contingencies beyond the control of the Debtor. Accordingly, neither the Debtor nor its advisors make any representation or warranty that the actual results of a liquidation of the Archdiocese would approximate the assumptions represented herein. Actual results could vary materially.

The liquidation analysis is based on the Debtor’s unaudited and preliminary balance sheet as of March 31, 2016, projections based on the Archdiocese’s records, appraisals of the Debtor’s real estate and certain personal property, and other information as disclosed in its Schedules and Statement of Financial Affairs, and assumes a hypothetical conversion of the Chapter 11 case to a case under Chapter 7 on August 31, 2016 (the “liquidation date”). It further assumes that all Parishes would stop paying assessments or otherwise providing financial support to the Debtor immediately upon conversion to Chapter 7 and the GIF and AMBP would likewise cease.

The liquidation analysis also assumes an orderly liquidation and wind-down of operations after the liquidation date. During this time the Debtor’s remaining assets would be sold, its programs would be terminated and run out, and its operations would be wound-down. While liquidation of some assets may not take much time, other assets are difficult to sell or collect, which may necessitate a much longer liquidation period. Notably, any potential value from the Debtor’s

liability insurance policies would take an enormous amount of time to realize because individual Tort Claims would have to be litigated and reduced to judgment before coverage issues could then also be litigated in order to obtain funds from insurance carriers. This process could take many years given the number of individual Tort Claims at issue in this case.

The liquidation analysis reflects the estimated cash proceeds, net of estimated liquidation-related costs, that would be realized if the Debtor were to be liquidated through a Chapter 7 process. The liquidation analysis assumes that proceeds would be distributed in accordance with section 726 of the Bankruptcy Code. In a Chapter 7 liquidation, the amount available to unsecured creditors would be reduced by (i) the costs of liquidation, including Chapter 7 trustee fees and expenses, the fees and expenses of other professionals retained by the trustee to assist with liquidation, and asset disposition expenses; and (ii) priority and administrative claims against the bankruptcy estate, including unpaid operating expenses and any accrued and unpaid professional fees allowed in the Chapter 11 case.

The liquidation analysis assumes that proceeds realized from the liquidation of the Debtor's unrestricted assets would be aggregated into a common distribution pool. For purposes of the analysis, each unsecured and non-priority Claim is presumed to be entitled to a distribution from the common pool. The Debtor and its advisors have not evaluated the validity of every Claim. Certain claims may be objected to by the Chapter 7 trustee.

Liquidation under Chapter 7 would trigger certain other events, including the establishment of a new deadline for asserting claims, the termination of the Debtor's participation in benefit and pension plans, and the rejection of remaining executory contracts and unexpired leases. In addition, third-party indemnity and contribution claims relating to sexual abuse litigation may be asserted against the Debtor by certain non-Debtor Catholic entities. If the Plan is confirmed, these third-party indemnity and contribution claims are waived and insurance proceeds and other assets are contributed by third-parties to the Trust solely for the benefit of holders of Tort Claims. In a Chapter 7 liquidation, however, these contribution and indemnity claims are not waived. As such, a hypothetical Chapter 7 estate would likely be subject to considerably more claims than would the Trust under the Plan if confirmed.

1. Basis of presentation

To the extent possible, the liquidation analysis reflects the assets and liabilities of the Debtor as shown in its financial statements and books and records. Neither the financial statements, nor the liquidation analysis, purport to represent financial information prepared in accordance with United States Generally Accepted Accounting Principles.

2. Causes of action

The liquidation analysis assumes that there are no recoveries from the pursuit of any potential preferences, fraudulent conveyances, or other causes of action and does not include the estimated costs of pursuing such actions.

The Debtor has investigated and does not believe that it has any colorable avoidable transfer claims worthy of pursuit, especially in light of litigation risks and costs. As part this effort, the

Debtor has investigated potential avoidable transfer claims relating to lease transactions involving the property leased to others described above, and has determined that no viable avoidable transfer claims exist. The leases entered into with the Cathedral and Benilde-St. Margaret High School are well outside the lookback period for avoidable transfers. The Archdiocese extended the existing leases with De La Salle High School and Totino Grace High School prior to the petition date within the avoidable transfer lookback period. However, these extensions were made in good faith and in furtherance of the Archdiocese's mission of promoting Catholic education. The Debtor strongly believes that it cannot reasonably pursue an avoidable transfer claim related to any of the leases or lease extensions because it would be unable to prove necessary elements of such a claim including insolvency at the time of the transfers, lack of reasonably equivalent value, and lack of good faith on the part of the transferees. With respect to reasonably equivalent value provided to the Archdiocese, despite paying nominal rent to the Archdiocese, each of the lessees is responsible under the leases for all costs and expenses related to the use, occupancy or operation of the premises. The combined annual operations costs for these properties paid by the lessees is in the millions of dollars. The lessees also pay for all improvements and repairs to the properties. Those costs are in the tens of millions of dollars. The payment of these costs by the lessees provides enormous value to the Archdiocese and is critical in the furtherance of the Archdiocese's core missions.

Moreover, even if potential avoidable transfer claims existed as related to the properties leased to others, the counterparties to those leases would have enforceable rights and defenses that would negate any potential recovery to the estate based on such claims. Importantly, the Bankruptcy Code provides that even if a transfer may be avoided, a transferee that takes in good faith and for value is entitled to a lien on the property transferred or may retain any interest transfer to the extent that such transferee gave value in exchange for such transfer, including any obligation incurred. As a result, even if these leases could be avoided, the counterparties would be entitled to a lien on the land for the value of all improvements made to the land by the counterparties, and, for those properties encumbered by mortgages, the unpaid balance of indebtedness secured by mortgages for such improvements. Were any of the lease transactions to be avoided, the claims of the lease counterparties could be enormous and could eclipse other claims filed in this case.

Therefore, the Debtor believes that pursuing avoidance claims would ultimately be fruitless and would actually dissipate estate assets because the cost of litigating such claims would be an enormous expense to the estate and would not result in meaningful assets coming into the estate.

3. Asset valuation

Prior to the Petition Date, the Debtor obtained appraisals on certain items of personal property including jewelry, Archbishop's residence furnishings, office equipment and other property in use by the Archdiocese. The Debtor valued vehicles using the Kelley Blue Book. The Debtor also obtained a statement of value from its real estate advisor on the remaining unsold parcel of real property not leased to others.

4. Restricted assets

Many of the Debtor's assets are subject to donor-imposed restrictions on use or disposition. The Debtor believes that these restrictions preclude the use of such assets, or proceeds thereof, to satisfy the claims of general creditors of the Debtor. The liquidation analysis assumes that, consistent with section 363(d)(1) of the Bankruptcy Code, the Chapter 7 trustee would abide by any legally enforceable restrictions to which such restricted assets are subject, and would not use restricted assets for general administrative or corporate purposes, or to satisfy the claims of general creditors.

5. Reservation of rights

Estimation of claims in this liquidation analysis is not intended, nor should it be construed, as an admission or acknowledgment of the validity or amount of any Claim or asset. Except as expressly provided in, and further expressly subject to confirmation of, the Plan, the Debtor reserves all rights with respect to all Claims asserted against the Debtor's estate.

LINE ITEM NOTES

A. **Unrestricted Cash.** This amount represents forecasted cash held in Archdiocese accounts as of the hypothetical liquidation date based on the Debtor's latest financial projections. This amount includes all funds held in board-designated accounts as well as the International Priest Fund. This amount does not include the real property sales proceeds ordered to be kept in a segregated account or the projected proceeds from the expected Dayton Property sale. Projected cash balances are valued at 100% for purposes of the liquidation analysis.

B. **Donor-Restricted Funds.** The Debtor holds certain restricted cash funds in separate accounts. Donor-restricted funds have been assigned a liquidation value of \$0.00 because, as discussed in the global notes, specific donative intent provides that these funds may only be used by the Archdiocese for the purposes outlined by the donors and the Archdiocese is unable to freely dispose of such assets.

C. **Riley Fund.** The Plan incorporates a settlement of the dispute concerning ownership of the Riley Fund. Without a Plan, that dispute would likely need to be litigated. The liquidation analysis assumes the same recovery of 50% of the Riley Fund that is achieved in the Plan. The cost of litigation is assumed and included in the section on Chapter 7 professional fees.

D. **Beneficial Interest In Donor-Restricted Trusts.** The Debtor receives annual distributions from certain trusts pursuant to trust documents that specify the purposes for which the Archdiocese may use those funds. Like with the Donor-Restricted Funds, the Debtor has assigned a liquidation value of \$0.00 to these interests because that donative intent does not permit the Archdiocese to use the funds for any purpose other than set forth in the operative trusts.

E. **Proceeds From Property Sales.** The proceeds from the sales of the Archdiocese's real property during the pendency of this case have been maintained in a segregated account pursuant to an order of the Bankruptcy Court. Such funds are inaccessible until further order of the

Bankruptcy Court. The liquidation analysis assumes that the Bankruptcy Court will allow the liquidation of this account. The total amount listed also includes the projected net proceeds from the expected sale of the Dayton Property.

F. **Archdiocese Medical Benefit Plan.** If the Archdiocese were to liquidate, it would cease to administer the Archdiocese Medical Benefit Plan (AMBP), which would likely result in termination of the AMBP. Upon termination, a significant amount would be required to pay claims through the effective date of termination, estimated to be 10% of the fund amount. The balance would be the subject of dispute between participants and the Chapter 7 trustee. In addition, termination likely would give rise to various claims for damages arising out of termination and claims for refunds of premiums previously paid and not used to pay medical and dental expenses. These claims would not exist in the Chapter 11 case.

G. **General Insurance Fund.** If the Archdiocese were to liquidate, it would cease to administer the General Insurance Program, which would likely result in the termination of the GIF. Upon termination, a significant amount would be required to pay claims through the effective date of termination, estimated to be \$900,000. The balance would be the subject of dispute between participants and the Chapter 7 trustee. In addition, termination likely would give rise to various claims for damages arising out of termination and claims for refunds of premiums previously paid and not used to pay claims. These claims would not exist in the Chapter 11 case. Any amounts remaining in the fund will be used to pay retention requirements for sexual abuse claims.

H. **Accounts and Loans Receivable.** The Debtor's accounts receivable comprise outstanding parish assessments, parish loans receivable and other receivables from the priest benefit fund for medical and dental insurance, parish accounting services provided, Catholic Spirit subscriptions and advertising, loans to employees, and program support from the CSAF. The liquidation analysis assumes that receivables for parish assessments would be uncollectable by the chapter 7 trustee because there is no secular legal basis for payment or collection of these amounts. The other receivables, including the loan receivables, are also assumed to be uncollectable. With respect to the parish loan receivables, these accounts are very aged and the borrowers are generally assumed to be unable to pay during the liquidation period. As such, for purposes of this liquidation analysis, accounts receivable are assigned a liquidation value of 0% of their book value.

I. **Church Of Gitchitwaa Kateri.** Value based on analysis performed by the Debtor's real estate advisor. Liquidation value is discounted based on the issues with the property identified in the Disclosure Statement and the quick sale required in a liquidation.

J. **Property Leased To Others.** As discussed in more detail in the Disclosure Statement, certain real properties owned by the Archdiocese are subject to long-term leases with the Cathedral of Saint Paul, Benilde-Saint Margaret high School, Totino-Grace High School, and De La Salle High School. These leases, among other reasons, prevent the Archdiocese from realizing any meaningful value from the sale of the properties. Accordingly, the value of the Archdiocese's interest in such leased real property is estimated to be \$0 for purposes of this liquidation analysis.

K. **Personal Property.** As discussed in more detail in the Disclosure Statement, certain personal property may not realize significant value in a liquidation due to its unique religious nature, its age, or its difficulty to sell. Office equipment, jewelry, Archbishop residence furnishings, print shop and lawn and garage equipment are valued based on appraisals obtained by the Archdiocese. Vehicle values are based on the Kelley Blue Book.

L. **Ausmar, LLC Interest.** The Archdiocese was included as a beneficiary in a will and received a 25% interest in Ausmar Development Co, LLC, which owns certain real property in Chanhassen, Minnesota. Based on the estimated taxable market value of the property, the value of the Archdiocese's interest is estimated to be \$365,775. The Archdiocese does not hold a controlling share in Ausmar and the other owners of Ausmar are unable to buy-out the Archdiocese's stake. As such, the Archdiocese does not believe that this asset has any liquidation value. However, the Archdiocese has included a liquidation value of 25% in a projected best-case scenario.

M. **Clarey Mineral Rights.** The Archdiocese is the beneficiary of a will providing the Archdiocese a nominal interest in certain mineral rights. The mineral rights are unexplored and the cost of doing so is prohibitive. The value of this asset is believed to be negligible and the Archdiocese has a booked value for this asset at \$340.

N. **Domeier Restituion.** The Debtor is the intended recipient of court-ordered restitution from Mr. Domeier. However, since being ordered the restitution has been wholly uncollectable. As such, the Debtor assumes a liquidation value of \$0 for this item.

O. **Insurance Settlements.** The settlements negotiated with Home Insurance, State Farm, and Catholic Mutual Insurance Company are valued for the purpose of the Plan at \$33.2 million. In a liquidation, the settlements reached with these insurers would disappear because the settlements are contingent on a confirmed plan of reorganization. Therefore, the liquidation value of these settlements is \$0. Any recovery under these policies would have to be pursued through litigation in a foreign court, at significant costs, and with speculative prospects of recovery.

P. **Rights to Insurance Policies.** The value of the Debtor's interest in liability insurance policies is dependent upon the outcome of negotiations or litigation with the insurance carriers. These issues are discussed at length in the Disclosure Statement. The precise value of the Debtor's insurance policies vis-a-vis paying Tort Claims is for purposes of this liquidation analysis very difficult to establish and is further subject to debate in the mediation process. Therefore, for the purpose of this liquidation analysis, the Debtor assumes that the potential recovery from insurance policies is the same if such policies are pursued either through the Plan Trust or by a Chapter 7 trustee in a liquidation.

The existence or potential limits of insurance coverage available to pay claims should be the same in a liquidation or non-liquidation context. The value of the coverage, however, could be significantly diminished in the absence of a viable entity contesting carrier defenses that diminish or void coverage. Additionally, it would be difficult, if not impossible, to negotiate

buy-out settlements with insurance carriers without issuance of the channeling injunction envisioned in the Plan. Thus, all claims and coverage actions would need to be litigated at a cost of millions, if not tens of millions, of dollars over many years. The Chapter 7 trustee would have little or no funding available to pay counsel to defend coverage litigation. This will require retention of coverage counsel on a contingency fee basis. Normal contingency fees in such scenarios may range from 30% to 40% of any recovery plus all expenses incurred.

All of these issues severely diminish the value of coverage for sexual abuse claimants in a liquidation as opposed to a reorganization. Additionally, most sexual abuse claimants will be required to wait many years before receiving insurance recoveries. Litigating over 400 Tort Claims in this manner could take over a decade even assuming that the parties and the court could accommodate 40 claims per year. In the meantime, many claimants may pass away and lose their claims for the benefit of heirs.

Therefore, the net realizable value of the insurance proceeds for creditors is much lower in a Chapter 7 liquidation than if pursued through the Plan Trust.

Q. **Unpaid Chapter 11 Professional Fees.** Chapter 11 professional fees include legal, financial advisory, real estate advisory, and accounting fees, for firms retained or expected to be retained, that have been incurred or are projected to be incurred through the assumed liquidation date of August 31, 2016.

R. **Shutdown Costs And Litigation Support.** Certain minimum staff would be required and certain corporate functions would need to be retained to oversee the liquidation process. In addition, Archdiocese staff would be necessary to provide testimony and discovery support in litigation, address disputed claims, and assist in insurance and other negotiations. In the Plan, these services are provided by the Reorganized Debtor without employee cost to the Plan Trust.

S. **Chapter 7 Trustee Fees.** Includes those fees associated with the appointment of a chapter 7 trustee in accordance with section 326 of the Bankruptcy Code. Trustee fees are subject to caps depending on the amount of distributions made, generally at rates between 3% and 5% of the total liquidation value of the Debtor.

T. **Chapter 7 Professional Fees.** Includes legal, appraisal, broker, accounting, and auction fees estimated to be incurred during the liquidation period not already deducted from liquidation values. Up front professional fees are estimated to be \$5 million to \$10 million for legal and financial professionals and other expenses because significant issues remain and additional significant legal issues would be created by liquidation that would require litigation. Such issues include litigating individual Tort Claims and insurance coverage disputes, potential litigation relating to the GIF, AMBP, and pension plans, litigation relating to the Riley Fund, and litigation relating to potential claims of the Archdiocese's landlord for breach of its lease. These issues would not need to be litigated by the Debtor under the Plan. Liquid assets of the estate would likely be depleted early in the liquidation process for payment of administrative expenses and professional fees. Trustee professionals will also need to spend a significant amount of time getting up to speed on the myriad difficult issues presented in this case. Without any settlement agreements or non-Debtor contributions, liquid assets will likely be depleted by the time

insurance coverage litigation could commence. Chapter 7 professionals would thus likely pursue coverage claims on a contingency fee basis. Given the risks involved in such litigation, a contingency fee of 30% to 40%, plus expenses, would be likely. This will further dilute the assets available to unsecured creditors. Counsel for sexual abuse claimants will also receive a contingent fee estimated at 30% to 40% of any ultimate recovery. Thus, in a liquidation scenario, contingent fees related to Tort Claims could be between 60% to 80% of any recovery amount for an individual claimant.

U. **Landlord Administrative Expense Claim.** If the Archdiocese liquidated it would be forced to breach its new lease. The landlord would likely assert an administrative expense claim for two years rent. The landlord may also assert additional claims based on the build out undertaken to prepare the office space for the Archdiocese.

V. **General Insurance Fund and AMBP Claims.** Many non-Debtor Catholic entities have asserted claims against the General Insurance Fund and the AMBP for over-funding. In the Plan, these are resolved without any monetary payment made to those creditors. In a liquidation, however, those claims would need to be valued and may share in the unsecured asset pool.

W. **Inter-Parish Loan Fund Claims.** Certain Parishes have claims against the Archdiocese for amounts contributed to the Archdiocese Inter-Parish Loan Fund. In the Plan, these claims are resolved without any monetary payment made to those creditors through the Plan but with a system of credits to offset the deposits. In a liquidation, however, those claims may share in the unsecured asset pool.

X. **Pension Claims.** The Priests' and Lay Employees' pension plans are each underfunded. The amount of underfunding claims attributable to the Archdiocese is uncertain.

Y. **Trade Vendor and Other Unsecured Claims.** For purposes of the liquidation analysis, these claims consist of the Debtor's accounts payable as of the Petition Date, less amounts entitled to priority under sections 503(b)(9) and 507(a)(4) of the Bankruptcy Code. Additional claims may be expected due to cessation of operations, but these are not expected to be substantial.

Z. **Tort Claims.** Determining the precise value of unsecured Tort Claims is impossible due to the unliquidated nature of sexual abuse claims. As discussed in Line Item Notes O and P the Debtor believes that the value of insurance coverage would be significantly diminished in a liquidation. In any event, the value of uninsured or under insured claims may be an appropriate starting point because the limits of potential coverage does not vary in a reorganization as opposed to a liquidation.

The value of any particular sexual abuse claim varies widely from case to case based on cognizability, the level of abuse, and damages and the Debtor's ability to pay. The lowest per claim settlement in a bankruptcy setting appears to have occurred in Alaska with a per claim settlement of approximately \$35,000. Nationwide, claimants have sought damages of \$1 million to \$2 million or far more per claim.

If we apply the Alaska per claim settlement average to the claims in this case, and assume full recovery from carriers based on the Debtor's best case scenario where all coverage defense are determined in the Debtor's favor, the Debtor estimates that underinsured or uninsured claims could be valued at between \$2 million to \$3 million. If valuations of \$1 million, \$2 million or more per claim applied, underinsured or uninsured claims could exceed \$100 million.

Under any claim valuation scenario, more value will be available to creditors with a plan of reorganization as opposed to liquidation.

AA. **Parish Indemnity and Contribution Claims.** In a hypothetical liquidation, third-party indemnity and contribution claims relating to sexual abuse litigation may be asserted against the Debtor by certain non-Debtor Catholic entities. If the Plan is confirmed in Chapter 11, these third-party indemnity and contribution claims are waived and insurance proceeds and cash are contributed to the Trust solely for the benefit of holders of Tort Claims. In a Chapter 7 liquidation, however, these claims are not waived. Therefore, the Debtor believes that these unsecured claims in a Chapter 7 would be materially greater than the unsecured claims under the Plan.

Archdiocese of Saint Paul and Minneapolis
Exhibit C
Liquidation Analysis - Estimated Proceeds, Claims & Distributions

	Note	Projected Value at August 31, 2016	Est. Liquidation Value	
			%	\$
Unrestricted Cash	A	\$6,291,394	100%	\$6,291,394
Donor-Restricted Funds	B	\$2,060,285	0%	\$0
Riley Fund	C	\$2,579,461	50%	\$1,289,731
Beneficial Interest in Donor-Restricted Trusts	D	\$1,352,742	0%	\$0
Proceeds from Property Sales	E	\$8,704,720	100%	\$8,704,720
Archdiocese Medical Benefit Plan	F	\$7,794,899	74%	\$5,801,899
General Insurance Fund	G	\$4,056,173	78%	\$3,156,173
A. Subtotal - Cash & Investments		\$32,839,675	77%	\$25,243,917
Loans Receivable, Net	H	\$1,034,217	0%	\$0
Accounts and Other Receivables, Net	H	\$5,768,024	0%	\$0
B. Subtotal - Receivables		\$6,802,241	0%	\$0
Church of Gichitiwaa Kateri	I	\$442,500	42%	\$185,000
C. Subtotal - Real Estate		\$442,500	42%	\$185,000
Benilde-Saint Margaret High School	J	\$0	0%	\$0
De La Salle High School	J	\$0	0%	\$0
Totino-Grace High School	J	\$0	0%	\$0
Cathedral of Saint Paul	J	\$0	0%	\$0
D. Subtotal - Property Leased To Others		\$0	0%	\$0
Office Equipment	K	\$88,095	26%	\$23,095
Religious Vestments, Jewelry & Relics	K	\$363,938	100%	\$363,938
Other Personal Property	K	\$70,735	100%	\$70,735
Vehicles	K	\$54,781	100%	\$54,781
Ausmar, LLC interest	L	\$365,775	25%	\$91,444
Inventory - Print	K	\$27,771	10%	\$2,777
Mineral Rights	M	\$340	10%	\$34
Prepays		191,570.47	50%	95,877.46
Domeier Restitution	N	\$350,525	0%	\$0
E. Subtotal - Other Personal Property		\$1,513,531	46%	\$702,681
Insurance Settlements	O	\$33,200,000	0%	\$0
Rights to Insurance Policies	P	Unknown		See note P
F. Subtotal - Insurance		\$33,200,000	0%	\$0
Avoidance Actions	2	\$0	0%	\$0
G. Subtotal - Other		\$0	0%	\$0
H. Estimated Cash and Proceeds (F = A+B+C+D+E+F+G)		\$74,797,947	35%	\$26,131,598
Unpaid Chapter 11 Professional Fees	Q	\$4,200,000	100%	\$4,200,000
Shutdown costs and litigation support	R	\$0		\$500,000
US Trustee fees		\$14,000		\$44,000
Chapter 7 Trustee fees	S	\$0		\$3,500,000
Chapter 7 Professional fees	T	\$0		\$10,000,000
I. Subtotal - Chapter 7 Expenses		\$4,214,000	433%	\$18,244,000
J. Liquidation Proceeds From Assets (J= H-I)		\$70,583,947	11%	\$7,887,598
Premier Bank (Class 10)		\$0	0%	\$0
K. Subtotal - Secured Debt Claims		\$0	0%	\$0
Administrative Post Petition Accounts Payable Claims		\$570,515	100%	\$570,515
Other Administrative Claims		\$10,000	100%	\$10,000
Chancery Corporation Office Landlord Administrative Claim	U	\$800,000	100%	\$800,000
Governmental Unit Claims (Class 2)		\$4,792	100%	\$4,792
Other Priority Claims (Class 1)		\$0	0%	\$0
L. Subtotal - Administrative & Priority Claims		\$1,385,307	100%	\$1,385,307
M. Funds Available for Unsecured Claims (M= J-K-L)		\$69,198,639	9%	\$6,502,291

Allocation of Funds Available for Unsecured Claims:

		Estiamted Claims	Distribution Amount	
			%	\$
General Insurance Fund Claims (Class 3)	G, V	Unknown		See note V
Archdiocese Medical and Benefit Plan Claims (Class 3)	F, V	Unknown		See note V
Priest's Pension Plan Claims (Class 4)	X	Unknown		See note X
Layperson's Pension Plan Claims (Class 5)	X	Unknown		See note X
Pending Tort Claims (Class 6)	Z	Unknown		See note Z
Future Tort Claims (Class 7)	Z	Unknown		See note Z
Inter-Parish Loan Fund Claims (Class 8)	W	\$679,304		See note W
Trade Vendors and General Unsecured Creditors Claims (Class 9)	Y	\$260,481		See note Y
Contingent Guaranty Claims (Class 11)		\$0		\$0
Other Tort Claims and Unsecrued Claims (Class 12)		Unknown		Unknown
Parish Indemnity/Contribution Claims (Class 13)	AA	Unknown		See note AA
Penalty Claims (Class 14)		\$0		\$0
Priest Support Payment Claims (Class 15)		\$0		\$0
N. Subtotal - General Unsecured Claims		\$939,785	0%	\$0
O. Recovery % on General Unsecured Claims (O = N/M)		Unknown		

**EXHIBIT D
TO
DISCLOSURE STATEMENT**

Financial Projections

**ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
FY 2017-21 NET INCOME FROM OPEATIONS FORECAST**

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST
OPERATING ACTIVITIES:					
REVENUE					
Assessment Revenue	14,498,612	14,500,000	14,500,000	14,500,000	14,500,000
Gift Income/Restricted Contributions	50,000	75,000	100,000	125,000	150,000
Total Revenue	14,548,611	14,575,000	14,600,000	14,625,000	14,650,000
ADMINISTRATIVE REVENUE					
Finance	320,193	324,996	329,871	334,819	339,841
Moderator	14,801	15,023	15,248	15,477	15,709
Total Administrative Revenue	334,992	340,019	345,120	350,296	355,551
PROGRAM REVENUE FROM CSAF					
Clergy Services	727,142	738,049	749,120	764,102	783,205
Parish Services & Outreach	589,733	598,579	607,558	619,709	635,202
Marriage, Family & Life	381,265	386,984	392,789	400,645	410,661
Moderator	204,163	207,225	210,334	214,541	219,904
Evangelization	150,000	152,250	154,534	157,624	161,565
Total Program Revenue	2,052,303	2,083,088	2,114,334	2,156,621	2,210,536
DEPARTMENTAL REVENUE					
Clergy Services	576,360	585,005	593,780	602,687	611,727
Catholic Education	10,700	10,861	11,023	11,189	11,357
Parish Services & Outreach	57,200	58,058	58,929	59,813	60,710
Central Services	1,000	-	-	-	-
Marriage, Family & Life	459,845	466,743	473,744	480,850	488,063
Moderator of the Curia	109,621	111,265	112,934	114,628	116,348
Communications	726,800	737,702	748,768	759,999	771,399
Finance	522,177	530,010	537,960	546,029	554,220
Total Departmental Revenue	2,463,703	2,499,644	2,537,138	2,575,195	2,613,823
Total Revenue	19,399,610	19,497,750	19,596,592	19,707,112	19,829,910
PROGRAM EXPENSE					
Clergy Services	2,343,812	2,378,969	2,414,654	2,438,800	2,463,188
Catholic Education	613,463	622,665	632,005	638,325	644,708
Parish Services & Outreach	1,438,880	1,460,463	1,482,370	1,497,194	1,512,166
Central Services	3,267,266	3,316,275	3,366,019	3,399,679	3,433,676
Marriage & Family Life	851,022	863,787	876,744	885,512	894,367
Development & Stewardship	440,388	446,994	453,699	458,236	462,818
Moderator of the Curia	3,388,425	3,439,251	3,490,840	3,525,749	3,561,006
Communications	2,069,389	2,100,430	2,131,936	2,153,256	2,174,788
Finance and Administration	2,607,669	2,646,784	2,686,486	2,713,351	2,740,484
Evangelization	202,151	275,183	279,311	282,104	284,925
Priest and Parish Support	1,105,087	1,000,000	1,000,000	1,000,000	1,000,000
Total Program Expense	18,327,552	18,550,802	18,814,064	18,992,205	19,172,127
OTHER EXPENSE					
Depreciation	471,007	475,000	475,000	475,000	475,000
Total Other Expense	471,007	475,000	475,000	475,000	475,000
Total Expense	18,798,559	19,025,802	19,289,064	19,467,205	19,647,127
Net Income (Loss) From Operations	601,051	471,948	307,528	239,908	182,783

Notes: 1) Excludes professional fees and other expenses related to Chapter 11 Reorganization estimated at \$7.7M for FY 2017.
 2) Assumes that capital expenditures will approximate depreciation expense.
 3) Parish plate and envelope revenue is the key driver of assessment revenue at the Archdiocese. Plate and envelope revenue at the parishes were flat from FY 2014 to FY 2015. There is a two year lag in the assessment billing from the financial results at the parishes. FY 2017 assessment revenue is based on the parish financials from FY 2015. For purposes of the above five year forecast, we have assume plate and envelope revenue at the parishes to remain flat for the fiscal years 2016 - 2019.

**EXHIBIT E
TO
DISCLOSURE STATEMENT**

2015 Unaudited Report and 2014 Audit

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
SAINT PAUL, MINNESOTA**

**MANAGEMENT DISCUSSION AND ANALYSIS
AND
FINANCIAL STATEMENTS - UNAUDITED
YEARS ENDED JUNE 30, 2015 AND 2014**

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
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**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
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(DEBTOR IN POSSESSION)
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Introduction

At the time of release of financial statements last year, the Archdiocese was facing an unknown number of claims due to the lifting of the civil statute of limitations for sexual abuse of minors until May 2016. The Archdiocese was considering all options to address this situation and Archdiocesan leaders sought the best path to ensure fairness for victims of clergy sexual abuse and fairness for the faithful whose stewardship has made archdiocesan ministry possible. Archdiocesan leaders consulted with various representative clergy and lay leadership groups and outside professionals with this decision regarding Reorganization. Archdiocesan leaders concluded that Reorganization was and is a way to respond to all victims by allowing the available funds to be equitably distributed to all who have made claims, not just those who have the earliest trial dates or settlements. The process is bringing together the victims, the Archdiocese, parishes, and insurers, to come up with a fair and just settlement for all who have been abused and made claims. In comparison to other diocesan bankruptcies nationally, it's an unprecedented comprehensive process that has all sides working towards the same goal of healing and hope for a better tomorrow. Further, Reorganization would allow the Archdiocese a fresh start to adhere to reforms made to minimize the threat of this circumstance ever happening again and to continue its service and support of the faithful and the stewardship which makes archdiocesan ministry possible.

Before the Archdiocese filed for Reorganization in January of this year, efforts had already begun to significantly reduce operating expenses and be better stewards of the monies parishes contribute through assessments and other contributions received directly by the Archdiocese every year. In addition, in order to weather the Reorganization process, conservation of resources would be necessary because much would be consumed as legal and other professionals were engaged in preparing for Reorganization and to assist with negotiating with insurance carriers and plaintiffs counsels. In November of 2014, the painful and necessary decision to reduce the workforce and non-personnel expenses was made. These reductions resulted in almost \$5 million in expense reductions, which was 20% of the entire annual operating expense budget. Total Operating Expenses, without Special Issues expenses, decreased from \$30.5 million in 2014 to \$22.9 million in 2015, a 25% reduction.

After much analysis and consultation, the Archdiocese also made the difficult, but necessary decision to place the Chancery, Archbishop's Residence, Hayden Center, Dayton Building and the Hazelwood property on the market for sale. These buildings, which are located across from and behind the Cathedral of Saint Paul and in Northfield, are being aggressively marketed for sale by Cushman & Wakefield and a purchase agreement for \$4.5 million on the Hayden Center has been signed. The proceeds from their eventual sales will generate cash with the hope of and desire to help move through Reorganization efficiently.

Due to the fact that the buildings have not yet sold, a new facility, which would be leased, has not been selected. The Archdiocese is committed to find property in an area where the Church's presence can be an integral part of a neighborhood revitalization and renewal effort. It is anticipated that the annual expenses of leasing office space will be neutral to the current costs of maintaining the existing facilities.

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It is important to understand that this financial report does not cover parishes, schools, or other Catholic entities within the 12-county area that comprises the Archdiocese of Saint Paul and Minneapolis. All of those organizations are separate legal entities and prepare their own financial accounting reports.

It has been the practice since the year ended June 30, 2013 to release full audited financial report to be transparent and accountable to the many stakeholders among the Catholic faithful. Indeed, almost 65% of the support for the valuable missions comes from parish assessments which are the result of contributions to the local church by parishioners. It is for this reason that Archbishop Hebda, the Archdiocesan Finance Council and staff continue to support full transparency and timely reporting of financial results.

Fiscal Year 2014, which ended June 30, 2014, was the first year the Archdiocese did not receive an unqualified opinion from its CPA firm. The CPA firm issued a disclaimer of opinion and a going concern qualification as a result of the inability of the Archdiocese to provide an estimate of the liability related to ongoing litigation and claims of sexual abuse. At that time, there were pending claims and a significant number of notices of claims, with each claim being unique and requiring factual development to determine the liability, if any, that existed.

As a result of the continued inability to estimate the liability related to sexual abuse claims at June 30, 2015, of which 416 sexual abuse claims were filed by the August 3, 2015 timely filing deadline, the Archdiocese was not able to have an audit of the financial statements for the year ended June 30, 2015. In consultation with the Archdiocesan Finance Council and Corporate Board of Directors, a motion was filed with the Bankruptcy Court, and approval granted, to allow the CPA firm to perform Agreed Upon Procedures on the Fiscal Year 2015. These procedures do not represent an audit and as a result you will not see an Independent Auditor's Report attached to the financial statements. The Agreed Upon Procedures were developed by management in consultation with the CPA firm and will assist in governance of the Archdiocese by requiring attestation procedures on key balance sheet accounts and internal controls. The financial records are submitted on a monthly basis to the Bankruptcy Court and United States Trustee and are subject to their review. When the Archdiocese emerges from Reorganization, it intends to return to the standard practice of annual independent audits and will continue the practice of release promptly after completion of the financial statements and auditor's report.

Financial Condition

For the year ended June 30, 2015 (our Fiscal Year 2015), the Archdiocese incurred a loss from operations before Special Issues expenses of \$516,542 as compared to a loss from operations before Special Issues expenses of \$4,940,448 in FY 2014. The loss from operations in FY 2015 was \$5,750,086 and compares favorably to a loss of \$9,120,676 for FY 2014. Special Issues expenses were \$5,233,544 and \$4,180,228 in FY 2015 and FY 2014, respectively. In addition, in Fiscal Year 2014 there was a \$4.7 million negative impact to operating activities as a result of two unusual items, of which \$1 million was a write-off that did not negatively impact our cash. After adjusting for these two unusual items, the deficits, before Special Issues expense, in FY 2015 and FY 2014 were comparable.

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The Special Issues expense of \$5,233,544 incurred by the Archdiocese during FY 2015 related predominately to both legal fees incurred by attorney's representing the Archdiocese in the Reorganization and the Ramsey County charges, as well as legal counsel representing the unsecured creditors committee and the parish committee. Within Reorganization, the Archdiocese is referred to as the "Debtor in Possession" and as such, is responsible for paying all legal fees incurred both by their legal counsel and the legal counsel representing the plaintiffs or victims of sexual abuse. This is generally not the case with the defense of claims in civil law and is unique to Reorganization.

Archdiocesan legal counsel and staff have spent thousands of hours going through clergy files, conducting investigations, and reviewing claims and financial records to assist in the goal of a fair, just and expedient Reorganization. Resources were also spent on working with numerous insurance carriers who issued policies to the Archdiocese over the past seven decades dating back to the late 1940's. Legal counsel and staff are working closely with the insurance carriers to determine coverage for claims and to find equitable settlements for those who were abused. Reviewing and investigating sexual abuse claims against the Archdiocese, which now total 416, is expensive as are the costs of legal notifications in national, regional, state and local publications. Special Issues expenses are substantial, but necessary in order to achieve the goal of obtaining the most resources for those sexually abused by clergy. The Archdiocese clearly recognizes that it cannot sustain this level of spending for Special Issues indefinitely and that is why it is imperative that a fair and just resolution to this Reorganization is negotiated in the near term.

Revenue

Total Operating Revenue in 2015 was \$22,430,660 as compared to \$25,525,732 in 2014. The major reason for this decline is a decrease in Investment Income and Contributions, offset by a slight increase in Parish Assessments. The decline in Investment Income is the result of the Archdiocese selling investments prior to filing for Reorganization. U.S. Bankruptcy Court rules required the Archdiocese to sell investments and convert them to cash or low-risk investments such as government backed securities and the decision was made to convert most of the Investments to cash.

Parish Assessments, the primary source of revenue, is generated from the 187 parishes within the Archdiocese, increased by 3.4% to \$14,246,426 in 2015 from \$13,776,682 in 2014. Assessments are calculated and billed on a two-year lag which means the parish financial results for the years ended June 30, 2013 and 2012 formed the basis for the Parish Assessment revenue for the years ended June 30, 2015 and 2014, respectively. Sunday collection revenue at the parishes is the most significant driver of the assessment calculation and increased from 2012 to 2013.

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Operating Expense

Operating Expense, without Special Issues in 2015 totaled \$22,947,202 as compared to \$30,466,180 in 2014, a 25% decrease. After adjusting the 2014 Operating Expense for the two unusual items mentioned earlier, Operating Expenses in 2014 were \$25,772,538. That almost \$2.8 million or 11% decrease is due to the significant expense reductions in program expenses including personnel reductions implemented in November of 2014. On an annual basis, those reductions will equate to almost \$5 million and highlights the willingness to make the tough decisions to operate going forward (post-Reorganization) with some surplus which will allow the Archdiocese to build reserves as it is anticipated that little to no liquid assets will be available after emerging from Reorganization.

Non-Operating Activity - General Insurance Program

The General Insurance Program of the Archdiocese of Saint Paul and Minneapolis provides comprehensive, uniform coverage to all of the parishes, Catholic schools and certain other Catholic entities within the Archdiocese, as well as the Chancery Corporation. The coverage provided by the General Insurance Program includes commercial general liability and workers' compensation. The General Insurance Program is maintained for the benefit of the participants who have contributed those funds in exchange for obtaining insurance coverage.

The General Insurance Program had a deficit from operations of \$972,739 in 2015 as compared to a deficit from operations of \$131,124 in 2014. The decrease year over year was due to billing credits effective from January 1, 2014 through June 30, 2014 and a reduction of premiums charged to participating parishes, schools and other Catholic entities from July 1, 2014 through June 30, 2015 because the reserves were larger than required by professionals engaged to determine the appropriate reserve for outstanding and incurred claims.

Non-Operating Activity - Priest Benefits

The Archdiocese coordinates a self-insured health and dental benefit fund for active priests and seminarians within the archdiocese. The Archdiocese invoices parishes, Catholic Schools and other Catholic entities based on clergy assignments and pays benefit providers directly for any claims. Priest Benefits generated a slight income in both 2015 and 2014.

Financial Position

Net Assets of the Archdiocese were \$26,056,959 on June 30, 2015 as compared to \$32,540,508 in 2014, a \$6,483,549 or 20% decrease as result of the Statement of Activities deficit in 2015. The increase in Cash to \$15,304,260 in 2015 from \$3,861,917 in 2014 is the result of converting Investments to Cash as required by the U.S. Bankruptcy Court. Of the total Cash on June 30, 2015 of \$15,304,260, \$8,726,282 represents Unrestricted Cash. The remaining Cash is Board Designated and Restricted. The categories of Board Designated and Restricted and their availability for operations will be determined at a future date by the U.S. Bankruptcy Court.

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Total Cash and Investments on June 30, 2015 were \$16,367,039 compared to a balance on June 30, 2014 of \$ 19,172,616, and decreased by \$2,805,577 or 15%, mainly as a result of the cash outlay for Special Issues expenses.

The Litigation Reserve of \$4,600,000 did not change from 2014 to 2015 as a result of management's inability to estimate the liability related to ongoing litigation and claims of sexual abuse as each of the 416 claims are unique and require factual development to determine financial exposure.

It is important to understand that the value of the assets and liabilities on the Condensed Statements of Financial Position are not necessarily reflective of the outcome of Reorganization. With the exception of the Litigation Reserve, they are based on Generally Accepted Accounting Principles. Assets, particularly Land, Property and Equipment, are recorded at their net book value which may not reflect their fair market value. Final determination of the value of the assets and liabilities will be at the discretion of the U.S. Bankruptcy Court.

Looking Forward

Shortly after filing for Reorganization in January of 2015, Judge Robert Kressel ordered the parties into mediation. It is the Archdiocese's plan to continue to work with insurance carriers, victim's counsel, creditors, parishes, and other Catholic entities to obtain a fair and just settlement of victim claims. At that time, the next step would be to file a Plan and Disclosure Statement and obtain Confirmation of a Plan with the U.S. Bankruptcy Court.

Archdiocesan leadership is taking the necessary steps to ensure that the financial situation is resolved fairly and just compensation is received for victims of clergy abuse while honoring the gifts of stewardship of past and present faithful in pursuit of the mission of the Church. This has not changed and has been the goal since this chapter of the Church's history began a few years ago. The focus has been and will continue to be fairness to victims of clergy abuse and adherence to reforms.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
 CHANCERY CORPORATION
 (DEBTOR IN POSSESSION)
 STATEMENTS OF FINANCIAL POSITION - UNAUDITED
 JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
ASSETS		
Cash	\$ 15,304,260	\$ 3,861,917
Contributions Receivable	597,553	714,516
Accounts Receivable, Net of Allowances of \$4,399,698 and \$4,566,032, Respectively	4,972,445	5,542,489
Loans and Notes Receivable, Net of Allowances of \$3,486,214 and \$3,486,214, Respectively	1,037,286	1,245,775
Investments	1,062,779	15,310,699
Beneficial Interest in Perpetual Trusts	1,485,029	1,551,285
General Insurance Program Assets	8,963,083	10,220,349
Prepaid Expenses and Other Assets	1,170,449	740,954
Land, Property and Equipment, NET	<u>8,207,566</u>	<u>8,978,417</u>
Total Assets	\$ <u>42,800,450</u>	\$ <u>48,166,401</u>
LIABILITIES AND NET ASSETS		
<u>Liabilities:</u>		
Accounts Payable and Accrued Liabilities, Pre-Petition	\$ 628,257	\$ 4,387,768
Accounts Payable and Accrued Liabilities, Post-Petition	5,615,681	-
Litigation Claims Payable, Net of Insurance Recovery of \$700,000	4,600,000	4,600,000
General Insurance Program Claims Payable and Other Liabilities	5,035,301	5,240,134
Amounts Held for Others Under Agency Transactions	122,032	119,786
Parish Demand Deposits	679,304	1,209,075
Deferred Revenue	<u>62,916</u>	<u>69,130</u>
Total Liabilities	16,743,491	15,625,893
<u>Net Assets:</u>		
Unrestricted		
General Insurance Program	16,679,871	17,651,756
Undesignated	<u>4,729,647</u>	<u>10,219,907</u>
Total Unrestricted	21,409,518	27,871,663
Temporarily Restricted	2,642,520	2,597,668
Permanently Restricted	<u>2,004,921</u>	<u>2,071,177</u>
Total Net Assets	<u>26,056,959</u>	<u>32,540,508</u>
Total Liabilities and Net Assets	\$ <u>42,800,450</u>	\$ <u>48,166,401</u>

See accompanying Notes to Financial Statements

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
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 STATEMENTS OF ACTIVITIES - UNAUDITED
 YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
Operating Revenues and Gains		
Contributions	\$ 3,117,446	\$ 3,895,992
Parish Assessments	14,246,426	13,776,682
Fees and Program Revenues	4,465,142	4,957,004
Investment Income, Net	37,233	1,607,862
Other Income	563,561	1,288,192
Total Operating Revenues, Gains and Other Support	<u>22,429,808</u>	<u>25,525,732</u>
Operating Expenses		
Program Services		
Catholic Education	2,393,136	4,753,327
Central Services	5,665,950	7,247,153
Clergy Services	4,984,442	5,685,981
Communications	2,238,271	2,676,251
Community Services	225,000	1,534,072
Evangelization & Catechesis	535,580	328,686
Marriage, Family and Life	888,429	1,054,818
Parish Service and Outreach	1,990,116	2,337,966
Total Program Services	<u>18,920,924</u>	<u>25,618,254</u>
Support Services		
General and Administrative	3,415,148	3,183,337
Development and Stewardship	611,132	1,664,589
Total Support Services	<u>4,026,280</u>	<u>4,847,926</u>
Total Operating Expense before Special Issues Expense	<u>22,947,204</u>	<u>30,466,180</u>
Change In Net Assets from Operations before Special Issues Expense	<u>(517,396)</u>	<u>(4,940,448)</u>
Special Issues Expense	<u>5,233,544</u>	<u>4,180,228</u>
Change in Net Assets from Operations	<u>(5,750,940)</u>	<u>(9,120,676)</u>
Non-operating Changes In Net Assets		
General Insurance Program Revenue	5,674,873	6,700,775
General Insurance Program Expenses	(6,646,758)	(6,831,899)
Priest Benefits Revenue	3,050,633	3,058,037
Priest Benefits Expense	(2,811,357)	(2,755,324)
Non-operating Change in Net Assets	<u>(732,609)</u>	<u>171,589</u>
Change In Net Assets	<u>\$ (6,483,549)</u>	<u>\$ (8,949,087)</u>

See accompanying Notes to Financial Statements

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
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NOTE 1 PETITION FOR RELIEF UNDER CHAPTER 11

On January 16, 2015, the Archdiocese of St Paul and Minneapolis (the "Debtor-in-Possession") (the "Debtor") filed a petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court (the "Court") for the District of Minnesota. Under Chapter 11, certain claims against the Debtor in existence prior to the filing are stayed while the Debtor continues business operations as a Debtor-in-Possession. These claims are reflected on the June 30, 2015 Statement of Financial Position as "Pre-Petition Accounts Payable and Accrued Liabilities" within the liabilities section of the statement. Additional claims may arise subsequent to the filing date resulting from rejection of executory contracts and a determination by the Court of allowed claims. A timely filing deadline for the filing of claims of sexual abuse and general creditor claims has been set at August 3, 2015.

The Debtor received permission from the Court to pay or otherwise honor certain of its pre-petition obligations, including the costs of employee wages, benefits and expense reimbursements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Archdiocese

The Archdiocese of Saint Paul and Minneapolis (the Archdiocese) was first established as a diocese by the Holy See in 1850 (originally Minnesota and the Dakotas), and elevated to archdiocese 38 years later. Now comprising a 12-county area, there are 187 parishes and 90 Catholic schools (including elementary and high schools) within the Archdiocese. The Archdiocese is home to over 825,000 Catholics, including hundreds of clergy and religious sisters and brothers as well as thousands of lay personnel and volunteers who serve in parishes, Catholic schools and in many other ministries within the Archdiocese. The mission of The Archdiocese of Saint Paul and Minneapolis is making the name of Jesus Christ known and loved by promoting and proclaiming the Gospel in word and deed through vibrant parish communities, quality Catholic education and ready outreach to the poor and marginalized.

Nature of Organization

The financial statements include all administrative and program offices and departments of the Chancery Corporation, which serves as the secular arm of the Archdiocese. Under the laws of the State of Minnesota, parishes, their related schools and other separately incorporated and operated Roman Catholic entities within the 12 county area of the Archdiocese are not under the fiscal or operating control of the Chancery Corporation and, therefore, in accordance with accounting principles generally accepted in the United States of America, are not included in the Chancery Corporation's financial statements.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
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JUNE 30, 2015 AND 2014**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Catholic Services Appeal Foundation

Effective January 1, 2014, an independent 501(c)(3) organization called the Catholic Services Appeal Foundation (CSAF) was established to solicit, collect, hold and distribute all Catholic Services Appeal (CSA) donations for the benefit of a prescribed group of Catholic organizations and Chancery Corporation ministries as outlined in the CSAF by-laws. The Chancery Corporation received contributions from the CSAF to provide for these ministries, including but not limited to Latino Ministry, Evangelization and Catechesis and tuition assistance for students with family need attending Catholic schools within the Archdiocese. See further impact of this within contributions receivable in Note 2.

Basis of Presentation – Accounting for Net Assets

The financial statements of the Chancery Corporation have been prepared on the accrual basis of accounting.

The Chancery Corporation reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based on the existence or absence of donor-imposed restrictions. These classes of net assets are summarized as follows:

Unrestricted Net Assets – Accounts for resources that the board has discretion and intention to use in carrying out the Chancery Corporation's operations. The General Insurance Program is maintained for the benefit of parishes and other Catholic entities as well as the Chancery Corporation (the Participants).

Temporarily Restricted Net Assets – Accounts for resources that are limited by donor restrictions as to either time restrictions or purpose restrictions to support certain program activities.

Permanently Restricted Net Assets – Those resources that are limited by donor-imposed stipulations to invest the principal in perpetuity and to expend the income for program activities.

Programs and Other Activities

The Chancery Corporation accomplishes its mission in the following program areas:

Catholic Education

The mission of the Office of Catholic Schools is to develop strong partnerships between home and school that fully infuse Catholic teaching and values into every element of the student's educational experience and foster academic excellence. Students are formed to live out the Gospel message, achieve academic excellence, and lead by faith, virtue, and reason. The support provided to the 90 Catholic schools within the Archdiocese includes Catholic identity review and support, leadership development, and programmatic oversight to promote innovation and excellence in local urban Catholic schools. Major responsibilities include identification of the strategic needs of Catholic schools and continuing to serve families in the tradition of excellence Catholic schools have cultivated for more than 160 years.

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NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Programs and Other Activities (Continued)

Catholic Education (Continued)

Effective July 1, 2015, the Office of Catholic Schools has been transformed to the new Office of Mission of Catholic Education. The office has been re-orientated with a view towards the critical questions of Catholic formation and vision. The office works to center Catholic schools in the Archdiocese on what makes them different in the marketplace of school choice: the Catholic formation of the whole person.

Central Services

Central Services provides support and services to the Chancery Corporation staff and the parishes. The Department includes: Parish Accounting Service Center; Parish Standards; Metropolitan Tribunal; Records and Archives; Chancellor's Office; IT/Computer Services; Human Resources and Benefits Administration and Printing Services.

Clergy Services

Various offices and programs of the Chancery Corporation work to provide personal and ministerial resources as well as formation and ongoing clergy education for priests and deacons to enhance the fruitfulness of their ministries. The Office of Clergy Services helps support clergy assignment at parishes and other institutions, as well as hospital and correctional facility chaplaincies. The Office of Vocations encourages prayerful discernment of call to ordained or religious life. The Saint Paul Seminary provides formation for men preparing for ordination to the priesthood. The Byrne Residence offers housing for retired priests. The Office of Clergy Services also provides oversight of victim advocacy and assistance; abuse prevention efforts, intervention on clergy misconduct, support of the work of the Clergy Review Board to ensure prompt and thorough review of clergy misconduct allegations, the Promotion of Ministerial Standards program to ensure that all priests and deacons uphold the standards expected of Catholic clergy, and are provided appropriate support for their spiritual, physical, and mental well-being.

Communications

The mission of the Office of Communications is to communicate the spiritual messages and theological teachings of the Church as articulated through the Archbishop and his auxiliary bishops. The Office of Communications is also charged with ensuring effective ongoing two-way communications between the Chancery Corporation offices and the many audiences they serve. Office of Communications staff produce *The Catholic Spirit* newspaper every other week, assist with other diocese's newspapers, send the bi-weekly Archdiocesan Update electronic newsletter to 1,500 parish and Catholic school leaders, and manage nearly 20 web sites, blogs and social media sites.

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NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Programs and Other Activities (Continued)

Community Services

Through the work of offices of the Chancery Corporation and our support of community partners, we help men, women, and children most in need, including the hungry and homeless, as well as immigrants, the elderly, those with disabilities and others with special needs.

Marriage, Family and Life

The mission of the Office of Marriage, Family and Life is to assist and encourage all Christians to fulfill their call to holiness. This office promotes a culture of life through programs that support the vocation of marriage, the single state and outreach to youth and young adults. Programs and advocacy efforts include marriage enrichment, marriage preparation, Early Catholic Family Life and other family outreach, respect life and prolife groups, bio-medical ethics and outreach for persons with disabilities. In addition, Archdiocesan Youth Day, World Youth Day, National Catholic Youth Conference and other youth events are coordinated through the staffing and support of the department. In all, the office sponsors or collaborates on over 50 events and programs annually.

Parish Services and Outreach

Several offices and programs offer services to parishes within the Archdiocese, including the Office of Parish Services which encourages a community of sharing and collaboration in parishes and helps parishes learn from one another.

The Office of Latino Ministry serves the large number of Latino Catholics in our community at more than 20 parishes with Spanish language Masses, catechetical offerings and pastoral care. Indian ministry for members of the local Native American community and Deaf Ministry are also supported. Through the generosity of Catholics in the Archdiocese, 65,000 people in Ciudad Guayana, Venezuela are offered access to the sacraments, food and essential services at the Jesucristo Resucitado mission parish. The important work of the Archdiocesan Council of Catholic Women is also supported in this parish service program area.

The Office of Worship supports the liturgical life of the local Church and serves as a resource on liturgical law and practice for pastors and parishes serving within the Archdiocese. The Office coordinates major Archdiocesan liturgical celebrations, and provides catechetical and practical support for the full, conscious and active participation of God's Holy People in the Church's sacramental and liturgical life.

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NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Programs and Other Activities (Continued)

Special Issues

Special Issues represent expenses incurred by the Chancery Corporation through third party professionals during the year ending June 30, 2015 related predominantly to both fees incurred for attorneys representing the Archdiocese in the reorganization and the Ramsey County charges, as well as attorneys representing the unsecured creditors committee and the parish committee. The Debtor-in-Possession is responsible for paying all legal fees incurred for its own legal counsel as well as for legal counsel representing the plaintiffs or victims of sexual abuse, the parish committee, and in connection with the pending mediation and proceedings and activities as required under the bankruptcy code and rules. These professionals have expertise in the areas of legal, investigative, insurance, financial and communications matters. For the fiscal year ended June 30, 2014, the majority of these expenses relate to expenses incurred to review clergy files, investigate insurance coverage and analyze financial options.

General Insurance

The Chancery Corporation, both for itself and as the agent for parishes and various other Catholic entities operating within the boundaries of the Archdiocese, participates in the General Insurance Program (the Program). The Program provides comprehensive, uniform coverage for all of the Participants. The coverage includes general liability, employment practices, building and contents, burglary, personal property, student accident, auto, public liability, boilers and workers' compensation. The Program pays a premium to the Workers' Compensation Reinsurance Association for stop loss coverage and has a self-insured retention policy for its property and general liability insurance. The Program also participates in the Catholic Umbrella Pool (CUP), which provides extended coverage for liability claims.

Priest Benefits

The Archdiocese of St. Paul and Minneapolis coordinates a self-insured health and dental benefit fund for active and retired clergy members and seminarians within the Archdiocese. The Archdiocese invoices other Catholic entities based on clergy assignments and pay benefit providers directly for any claims.

Cash

At times throughout the year, cash balances may exceed amounts insured by the Federal Deposit Insurance Corporation.

Contributions Receivable

Unconditional promises to give that are expected to be collected within one year are recorded as contributions receivable at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Conditional promises to give are not included as support until the conditions are substantially met.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions Receivable (Continued)

Included within support receivables at June 30, 2015 and 2014 are contributions and reimbursable expenses receivable from Catholic Services Appeal Foundation of \$231,778 and \$348,741, respectively.

Accounts Receivable

Accounts receivable are due from parishes and other Catholic entities and are non-interest bearing, unsecured and due currently. Credit terms for payment of assessments, insurance and other billings are extended to the borrowers in the normal course of operations, and no collateral is required. Approximately 66% and 59% of the outstanding receivables from parishes and other related entities is attributable to eleven parishes at June 30, 2015 and 2014, respectively. A portion of the parish assessments will be repaid over a period of several years. The aging of these receivables, as well as any extended payment terms, are factored into the allowance for doubtful accounts. Accounts receivable are written off and charged to the allowance only under extraordinary circumstances and write-offs must be approved by the Archbishop or Apostolic Administrator. Because of the inherent uncertainties in estimating the allowance for doubtful accounts, it is at least reasonably possible that the estimates used will change within the near term. Approximately 68% and 58% of total accounts receivable is due from parish assessments at June 30, 2015 and 2014, respectively.

Loans and Notes Receivable

Loans are due from parishes and other Catholic entities and represent outstanding demand notes (although, generally paid on a long-term basis). Loans receivable are recorded at their net realizable values, net of an allowance for doubtful accounts, where applicable. The Chancery Corporation also grants loans to related Catholic entities operating within the boundaries of the Archdiocese either directly or through its loan fund. Interest is charged on these loans at variable rates. For certain loans, the Chancery Corporation imputes interest and recognizes that interest as contributed income and expense. Interest on impaired loans is generally recognized according to the terms of the notes and the provision for doubtful loans may be increased each year by the amount of the interest income recognized. No collateral is available for these loans.

The Chancery Corporation provides for an allowance for doubtful loans, and bases its estimate of the allowance on a variety of factors including the current status of the receivables, collection experience and the financial condition of the borrower. Loans and notes receivable are written off and charged to the allowance only under extraordinary circumstances and write-offs must be approved by the Archbishop or Apostolic Administrator.

Notes receivable are recorded at their net realizable value. Based on the historical collection experience and the current status of these receivables, the Chancery Corporation is of the belief that these accounts are fully collectible and, therefore, an allowance for doubtful accounts for these receivables is not necessary.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

Investments are measured at fair value. Investments in perpetual trust assets held at The Catholic Community Foundation of Minnesota (CCF), are pooled with other organizations' funds and invested in diversified portfolios of marketable equity and fixed income securities, as well as limited marketability investments. Such assets held at CCF are reported at fair value/estimated fair value as reported to the Chancery Corporation by CCF. The Chancery Corporation's remaining interest in perpetual trust assets held at a bank is reported based on the fair value of the underlying trust assets.

Realized and unrealized gains and losses on investments are recorded in the statement of activities based upon the existence or absence of donor-imposed restrictions.

In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of the investments will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position.

Land, Property and Equipment

Land, property and equipment are recorded at their net book value and are not necessarily reflective of an outcome of bankruptcy. Depreciation is recorded over the estimated useful lives of the assets using the straight-line method. Maintenance and repairs are expensed as incurred; major improvements and betterments are capitalized according to the Archdiocesan capitalization policy.

Parish Demand Deposits

The Chancery Corporation serves as a fiduciary to a fund for the benefit of parishes with excess funds. The purpose of the fund is to allow these parishes to deposit such excess funds for the administrative ease of these parishes. Participation in the fund is at the complete discretion of each parish. Parish demand deposits represent amounts held on deposit with the Chancery Corporation. No interest accrues on the balances. The deposit balances are unsecured claims within the bankruptcy.

Contributions and Revenue Recognition

The Chancery Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported as net assets released from restrictions in the statement of activities.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions and Revenue Recognition (Continued)

The Chancery Corporation reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Chancery Corporation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Assessments, fees and program revenue are recognized throughout the year as earned. These revenues are treated as earned when billed. Program revenue received for services to be provided in a future period are recorded as deferred revenue at the time of receipt and earned when the services are delivered.

Expense Allocation

Occupancy expenses are charged to programs and supporting services on the basis of estimated space used in each building. Certain general and administrative costs are allocated to programs based on an analysis of time.

Accounting Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets, liabilities and net assets, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Significant management estimates include the allowance for uncollectible loans and accounts receivable, the estimate of depreciable lives of property and equipment, workers' compensation claims payable, other contingency losses, such as the estimates for litigation and environmental remediation and guarantees on debt contingencies, and the allocation of expenses on a functional basis. Actual results could differ from those estimates and estimates may change during the near term.

Pension and Medical Benefit Plans

The Chancery Corporation contributes to the Pension Plan for Priests and to the Pension Plan for Lay Employees of the Chancery Corporation, parishes and Catholic schools, and certain other Catholic entities within the Archdiocese. These contributions include normal costs, and an amount to amortize the unfunded past service liabilities of the plans. The actuarial present values of accumulated plan benefits and net assets available for benefits are not available at the individual organization level. The plans are multiple-employer, defined benefit plans and cover substantially all priests and most full-time lay employees of participating employers operating within the boundaries of the Archdiocese.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Pension and Medical Benefit Plans (Continued)

Benefits for full-time lay employees under the Pension Plan for Lay Employees were frozen January 31, 2011. The Chancery Corporation contributes to the Archdiocesan Medical Benefit Plan, which is a multiple-employer plan providing medical, dental and other flexible benefits to the participating employer's participating employees. The Plan is a self-insured plan with stop-loss protection. In the event the Plan is terminated and all obligations to the insurers providing group benefits and to the beneficiaries of the Plan have been satisfied any remaining trust funds shall be distributed to the Chancery Corporation and the Trust shall terminate. The Plan's Trustees have no plans to terminate the Plan.

Income Taxes

The Chancery Corporation is exempt from Federal and state income taxes under provisions of Section 501(c)(3) of the Internal Revenue Code, and similar state statutes.

The Chancery Corporation has evaluated whether it has any significant tax uncertainties that would require recognition or disclosure. Primarily due to the exempt status, the Chancery Corporation does not have any significant tax uncertainties that would require recognition or disclosure.

Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform to the current year presentation. These reclassifications had no effects on the change in net assets or total net assets as previously reported.

NOTE 3 LOANS RECEIVABLE

Loans receivable consist of loans and interest receivable from parishes net of an allowance for doubtful loans. Net loans receivable balances were \$1,015,047 and \$1,057,415 as of June 30, 2015 and 2014, respectively. Approximately 90% and 86% of the total principal and interest outstanding balance was due from three related organizations for the years ended June 30, 2015 and 2014, respectively.

NOTE 4 INVESTMENTS

Unrestricted investments were liquidated in January 2015 as required by the United States Trustee as a part of the reorganization process.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
 CHANCERY CORPORATION
 (DEBTOR IN POSSESSION)
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2015 AND 2014**

NOTE 5 BENEFICIAL INTEREST IN PERPETUAL TRUSTS

The Chancery Corporation is the sole income beneficiary in three irrevocable perpetual trusts, the assets of which are not in the possession of the Chancery Corporation and for which the Chancery Corporation is not the trustee. The values of these trusts totaled \$1,485,029 and \$1,551,285 at June 30, 2015 and 2014, respectively. These trusts were established with specific donor intent for restricted purposes. The assets recorded on the statement of financial position represent the estimated present values of future cash flows from the trusts, which are assumed to equal the fair value of the underlying trust investments. The Chancery Corporation has legally enforceable rights and claims to distributions from the trusts but not to the underlying assets themselves and receives income distributions based on the funds' income after certain trust expenses. These income distributions are restricted for specific purposes: the Saint Paul Seminary support, support for physically disabled priests, and housing for elderly members of the Christian Brothers religious order.

NOTE 6 LAND, PROPERTY AND EQUIPMENT

Land, property and equipment consisted of the following at June 30:

	<u>Life in Years</u>	<u>2015</u>	<u>2014</u>
Land		\$ -	\$ 16,701
Building	20 - 400	18,817,811	18,724,472
Furniture, Equipment and Software	3 - 10	5,622,277	5,423,057
Vehicles	3 - 5	151,458	151,458
Leasehold Improvements	*See Below	848,532	848,532
Right to Use Asset	*See Below	1,721,613	1,721,613
		<u>27,161,691</u>	<u>26,885,833</u>
Less: Accumulated Depreciation		<u>(18,954,125)</u>	<u>(17,907,416)</u>
Net Land, Property and Equipment		<u>\$ 8,207,566</u>	<u>\$ 8,978,417</u>

Certain facilities owned by the Chancery Corporation are utilized and subject to third-party mortgages. The Chancery Corporation has a lease agreement with the Cathedral of Saint Paul Parish with a base rent of \$1 per year. The lease agreement matures in May 2021 and has a renewal option for an additional 20 years.

The Chancery Corporation has a long-term lease agreement with the University of St. Thomas for the rent free use of the Byrne Residence property. The lease agreement matures in 2094 and automatically renews for 25-year terms unless the Chancery Corporation provides a cancellation notice 2 year prior to the expiration of the lease.

In addition, the Chancery Corporation leases land to three Catholic high schools within the Archdiocese for \$1 per year. The leases have terms of 20-30 years which expire on December 31, 2025, June 30, 2030 and June 30, 2038.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 7 GENERAL INSURANCE PROGRAM

Summary financial information for the General Insurance Program for the fiscal years ended June 30 is as follows:

	<u>2015</u>	<u>2014</u>
ASSETS		
Cash & Equivalents	\$ 2,941,726	\$ 7,985,279
Investment - Work Comp Pledge	3,871,158	-
Premiums Receivable, Net of Allowance of \$2,137,801 and \$2,151,056 in 2015 and 2014, Respectively	1,256,473	1,113,881
CUP Capital Contribution	587,230	1,015,847
Other Assets	308,496	105,342
Subtotal	<u>8,963,083</u>	<u>10,220,349</u>
Funds Provided to Chancery Corporation General Operating Funds	12,819,175	12,819,175
Total Assets	<u>\$ 21,782,258</u>	<u>\$ 23,039,524</u>
LIABILITIES AND NET ASSETS		
Accounts Payable, Pre-Petition	\$ -	\$ 147,067
Accounts Payable, Post-Petition	262,111	-
Deferred Revenues	-	156,326
Insurance Claims Payable	4,773,190	4,936,741
Subtotal	<u>5,035,301</u>	<u>5,240,134</u>
Due to the Chancery Corporation	67,086	147,634
Total Liabilities	<u>5,102,387</u>	<u>5,387,768</u>
Unrestricted Net Assets of the Participants	<u>16,679,871</u>	<u>17,651,756</u>
Total Liabilities and Net Assets	<u>\$ 21,782,258</u>	<u>\$ 23,039,524</u>
CHANGE IN NET ASSETS		
Total Premium and Other Revenue	5,674,873	6,700,775
Total Claims Expense and Operating Costs	(6,646,758)	(6,831,899)
Increase/(Decrease) in General Insurance Program Net Assets	<u>\$ (971,885)</u>	<u>\$ (131,124)</u>

The Funds Provided to Chancery Corporation General Operating Funds does not appear on the statements of financial position because it is eliminated against the corresponding payable by the Chancery Corporation.

Insurance claims payable includes unpaid estimated property claim costs up to the general insurance program's aggregate retention, unpaid estimated workers' compensation claim costs up to the stop loss limit, and an estimate for claims incurred but not reported. Claims liability estimates and assumptions are periodically reviewed and updated with any resulting adjustments to claim liabilities reflected in current operating results.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 7 GENERAL INSURANCE PROGRAM (CONTINUED)

The Chancery Corporation had a letter of credit of \$3,846,684 for the self-insured workers' compensation program for the year ended June 30, 2014. The letter of credit was secured by marketable securities. On September 30, 2014, the Chancery Corporation entered into a custodial agreement with the Minnesota Department of Commerce, directly, pledging general insurance fund assets for the self-insured workers' compensation program. At June 30, 2015 the balance of the investment was \$3,871,158. At June 30, 2015 and 2014, approximately 81% and 77% of the General Insurance Program's gross premiums receivable was due from six participants, respectively.

Total expenses paid to Catholic Mutual, which processed claims on a contractual basis during the years ended June 30, 2015 and 2014 for the program premiums were \$2,713,714 and \$2,652,285, respectively.

NOTE 8 AMOUNTS HELD FOR OTHERS UNDER AGENCY TRANSACTIONS

Amounts held for others under agency transactions consist of charitable collection accounts and funds held for others totaling \$122,032 and 119,786 as of June 30, 2015 and 2014, respectively.

NOTE 9 NET ASSETS

Temporarily restricted net assets are available for the following purposes at June 30:

	2015	2014
Clergy Services	\$ 2,110,730	\$ 2,087,356
Catholic Education	270,530	291,992
Parish Services	14,298	11,769
Marriage, Family and Life	246,962	206,551
Total	\$ 2,642,520	\$ 2,597,668

Permanently restricted net assets are available for the following purposes at June 30:

	2015	2014
Clergy Services	\$ 1,999,621	\$ 2,065,877
Other	5,300	5,300
	\$ 2,004,921	\$ 2,071,177

NOTE 10 ENDOWMENT FUNDS

The Chancery Corporation's endowment consists of donor-restricted endowment funds established for a variety of purposes. As required by generally accepted accounting principles, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor imposed restrictions. The Chancery Corporation receives distributions from these endowments each year based on the spending policies of the financial institution where these endowment funds are held.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
 CHANCERY CORPORATION
 (DEBTOR IN POSSESSION)
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2015 AND 2014**

NOTE 11 PENSION AND MEDICAL BENEFIT PLANS

Chancery Corporation contributions to benefit plans were as follows for the years ended June 30:

	2015	2014
Pension Plan for Lay Employees	269,013	273,072
Pension Plan for Priests	777,984	702,119
Archdiocesan Medical Benefit Plan	1,385,462	1,482,788
Total	2,432,459	2,457,979

Pension Plans

Effective January 31, 2011, the Pension Plan for Lay Employees (Lay Pension Plan) was frozen. Due to the frozen status of the plan, active plan participants are no longer earning benefits, are no longer accruing additional credited years of service, and pension benefits upon participant retirement will be based upon the participant's credited years of service and salary history as of January 31, 2011. Participants in the plan who were not vested as of the freeze date will continue to earn vesting service after January 31, 2011, for each year in which they work in a full time capacity until these participants become fully vested by reaching five years of full time service. Employees who terminate with five or more years of credited service are generally entitled to annual pension benefits as defined by the Lay Employee Plan. Pension benefits are based primarily on years of service and final average earnings calculated as the average of the employee's five highest earning years.

The Pension Plan for Priests (Priest Pension Plan) covers substantially all incardinated priests, or those beginning the process of incardination established by the Chancery Corporation or one of the participating employers. Priest retirement benefits are computed in accordance with the plan document which can be changed by the trustees of the plan. Pension benefits are calculated primarily based on age at the date of retirement through 65 and years of service, not to exceed 40. Active participants who become totally and permanently disabled receive disability benefits computed as though they had been employed to normal retirement age. The board of trustees has the discretionary authority to pay the cost of medical and dental insurance for participants who retire or become disabled.

The risks of participating in these multiple-employer plans are shared with the other employers participating in the plans. Because this is a multiple-employer plan, valuation information is not available specific to each individual or participating employer. The Chancery Corporation's contribution to the Lay Pension Plan is a fixed amount based on a percentage of qualified salaries and the contribution to the Priest Pension Plan are a fixed amount per priest established by the trustees of the Priest Pension Plan. The Chancery Corporation is authorized to continue programs during pendency of bankruptcy case.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
(DEBTOR IN POSSESSION)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014**

NOTE 12 CONTINGENCIES AND COMMITMENTS

Cathedral of Saint Paul

In 2001, the Cathedral of Saint Paul Parish (the Parish) took out a loan for improvements to the Cathedral property that the Parish leases and which the Chancery Corporation owns. The Chancery Corporation allowed the property to be mortgaged at that time. In August 2011, the Parish loan was refinanced to an interest only loan with principal due at maturity in August 2016. The amount outstanding on this loan was approximately \$4,516,396 and \$4,771,000 at June 30, 2015 and 2014, respectively.

Asbestos Containing Materials

A survey of Chancery Corporation buildings was done in 2007 by an environment consulting firm which identified the presence of asbestos containing materials (ACM's). Management's current obligation with respect to the presence of the ACMs is primarily that of monitoring and maintenance. If there is renovation or repair work necessary that disturbs the asbestos, then special removal techniques must be utilized.

Management has determined that an asset retirement obligation related to the presence of ACMs cannot be reasonably determined at this time because insufficient information is available in that both the method of retirement and the expected dates of such retirement cannot be estimated.

NOTE 13 LITIGATION CONTINGENCIES

As of June 30, 2013 litigation claims payable related to sexual abuse was \$4,600,000, net of insurance recovery. The amount of the litigation claims payable was based on the minimum amount of the range as no amount within the range was a better estimate of an outcome. The Chancery Corporation had no practical means to determine the likelihood of outcome for amounts above that which would be more likely than any other outcome. No amounts were accrued for unknown claims as losses were not able to be reasonably determined. The amounts recorded were management's estimates and were not intended to be indicative of the actual legal outcomes of the individual cases.

Subsequent to June 30, 2013, the number of claims increased and formal Notices of Claims tendered were substantial. Management believed that additional claims would be filed prior to the closing of the statute of limitations in May of 2016. At that time, it was not possible to predict the likely outcome or disposition of the prior year, current year and unknown future claims. Due to the uniqueness of each claim, the degrees of sexual abuse, and the age of some of the claims, an estimate of the financial exposure of the Chancery Corporation could not be made. For that reason, management did not increase the litigation claims payable at June 30, 2014 and 2015.

Subsequent to June 30, 2015, the timely claims filing deadline of August 3, 2015 resulted in the filing of 416 claims of sexual abuse. Discussion and negotiation of the claims are a part of the mediation process and it is impossible to predict the likely outcome or disposition of the claims. It is management's opinion that in the aggregate they will be material.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
SAINT PAUL, MINNESOTA**

FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2014 AND 2013

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
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INDEPENDENT AUDITORS' REPORT

Board of Directors
The Archdiocese of Saint Paul and Minneapolis
Chancery Corporation
Saint Paul, Minnesota

We were engaged to audit the accompanying financial statements of The Archdiocese of Saint Paul and Minneapolis, Chancery Corporation (Chancery Corporation), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. Because of the matter described in the Basis for Disclaimer of Opinion paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

The Chancery Corporation, as discussed in Note 13 to the financial statements is involved in several lawsuits and is also aware of a significant number of unfiled claims relating to sexual misconduct by certain members of the clergy. Due to the significant number and varying degrees of severity of the claims, management is unable to establish a reasonable estimate of their potential financial impact. This uncertainty overshadows the financial statements taken as a whole and the probable effect on the financial statements is expected to be material.

Disclaimer of Opinion

Because of the significance of the litigation matters described in the Basis for Disclaimer of Opinion paragraph, we were unable to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on the financial statements referred to in the first paragraph.

Board of Directors
The Archdiocese of Saint Paul and Minneapolis
Chancery Corporation

Emphasis-of-a-Matter

Going Concern and Litigation

The accompanying financial statements have been prepared assuming that the Chancery Corporation will continue as a going concern. As discussed in Note 13 to the financial statements, the Chancery Corporation has suffered a significant decrease in net assets and there is substantial doubt as to the eventual outcome related to claims and litigation. These conditions raise substantial doubt about the Chancery Corporation's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.



CliftonLarsonAllen LLP

Minneapolis, Minnesota
November 17, 2014

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013**

	2014	2013
ASSETS		
Cash	\$ 3,861,917	\$ 9,510,724
Contributions Receivable, Net of Allowances of \$-0- and \$227,097, Respectively	714,516	1,824,513
Accounts Receivable, Net of Allowances of \$4,566,032 and \$4,950,999, Respectively	5,542,489	6,918,664
Loans and Notes Receivable, Net of Allowances of \$3,486,214 and \$3,773,672, Respectively	1,245,775	1,387,600
Litigation Insurance Claims Receivable	700,000	700,000
Investments	15,310,699	17,380,741
Beneficial Interest in Perpetual Trusts	1,551,285	1,363,754
General Insurance Program Assets	10,220,349	9,531,198
Prepaid Expenses and Other Assets	740,954	163,003
Land, Property and Equipment, Net	8,978,417	10,521,188
Total Assets	\$ 48,866,401	\$ 59,301,385
LIABILITIES AND NET ASSETS		
Liabilities:		
Accounts Payable and Accrued Liabilities	\$ 4,387,768	\$ 3,059,393
Litigation Claims Payable	5,300,000	5,300,000
General Insurance Program Claims Payable and Other Liabilities	5,240,134	4,567,492
Amounts Held for Others Under Agency Transactions	119,786	1,575,656
Parish Demand Deposits	1,209,075	3,177,535
Deferred Revenue	69,130	131,714
Total Liabilities	16,325,893	17,811,790
Net Assets:		
Unrestricted:		
General Insurance Program	17,651,756	17,782,881
Board Designated	5,181,047	5,181,047
Undesignated	5,038,860	13,813,768
Total Unrestricted	27,871,663	36,777,696
Temporarily Restricted	2,597,668	2,828,253
Permanently Restricted	2,071,177	1,883,646
Total Net Assets	32,540,508	41,489,595
Total Liabilities and Net Assets	\$ 48,866,401	\$ 59,301,385

See accompanying Notes to Financial Statements.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
 CHANCERY CORPORATION
 STATEMENTS OF ACTIVITIES
 YEARS ENDED JUNE 30, 2014 AND 2013**

	June 30, 2014			June 30, 2013				
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
OPERATING REVENUE								
Contributions	\$ 2,753,957	\$ 773,985	\$ -	\$ 3,527,942	\$ 1,230,369	\$ 2,555,801	\$ -	\$ 3,786,170
Catholic Services Appeal, Net of Parish Rebates of \$-0- and \$2,009,212, Respectively	368,050	-	-	368,050	8,109,237	-	-	8,109,237
Parish Assessments	13,776,682	-	-	13,776,682	14,093,473	-	-	14,093,473
Fees and Program Revenues	4,957,004	-	-	4,957,004	4,587,813	-	-	4,587,813
Investment Income, Net	1,156,604	263,727	-	1,420,331	184,158	166,077	-	350,235
Change in Value of Perpetual Trust	-	-	187,531	187,531	-	-	109,564	109,564
Other Income	1,288,192	-	-	1,288,192	1,700,981	-	-	1,700,981
Total Operating Revenue	24,300,489	1,037,712	187,531	25,525,732	29,906,031	2,721,878	109,564	32,737,473
Net Assets Released from Restrictions	1,268,297	(1,268,297)	-	-	2,232,195	(2,232,195)	-	-
Net Operating Revenue	25,568,786	(230,585)	187,531	25,525,732	32,138,226	489,683	109,564	32,737,473
OPERATING EXPENSE								
Program Services:								
Catholic Education	4,753,327	-	-	4,753,327	6,546,710	-	-	6,546,710
Central Services	7,419,381	-	-	7,419,381	6,155,693	-	-	6,155,693
Clergy Services	5,513,753	-	-	5,513,753	5,603,961	-	-	5,603,961
Communications	3,004,937	-	-	3,004,937	3,607,854	-	-	3,607,854
Community Services	1,534,072	-	-	1,534,072	2,437,927	-	-	2,437,927
Marriage, Family and Life	1,054,818	-	-	1,054,818	1,249,532	-	-	1,249,532
Parish Services and Outreach	2,337,966	-	-	2,337,966	2,237,508	-	-	2,237,508
Total Program Services	25,618,254	-	-	25,618,254	27,839,185	-	-	27,839,185
Support Services:								
Litigation Reserve Expense	-	-	-	-	3,950,000	-	-	3,950,000
Special Issues	4,180,228	-	-	4,180,228	-	-	-	-
General and Administrative	3,183,337	-	-	3,183,337	3,236,200	-	-	3,236,200
Development and Stewardship	1,664,589	-	-	1,664,589	1,580,929	-	-	1,580,929
Total Support Services	9,028,154	-	-	9,028,154	8,767,129	-	-	8,767,129
Total Operating Expense	34,646,408	-	-	34,646,408	36,606,314	-	-	36,606,314
Changes in Net Assets from Operating Activities	(9,077,622)	(230,585)	187,531	(9,120,676)	(4,468,088)	489,683	109,564	(3,868,841)
CHANGES IN NET ASSETS FROM NON-OPERATING ACTIVITIES								
General Insurance Program Revenue	6,700,775	-	-	6,700,775	8,272,436	-	-	8,272,436
General Insurance Program Expense	(6,831,899)	-	-	(6,831,899)	(5,844,483)	-	-	(5,844,483)
Priest Benefits Revenue	3,058,037	-	-	3,058,037	2,813,619	-	-	2,813,619
Priest Benefits Expense	(2,755,324)	-	-	(2,755,324)	(2,816,666)	-	-	(2,816,666)
Changes in Net Assets from Non-Operating Activities	171,589	-	-	171,589	2,424,906	-	-	2,424,906
CHANGES IN NET ASSETS								
Net Assets - Beginning of Year	(8,906,033)	(230,585)	187,531	(8,949,087)	(2,043,182)	489,683	109,564	(1,443,935)
Net Assets - End of Year	36,777,696	2,828,253	1,883,646	41,489,595	38,820,878	2,338,570	1,774,082	42,933,530
NET ASSETS - END OF YEAR	<u>\$ 27,871,663</u>	<u>\$ 2,597,668</u>	<u>\$ 2,071,177</u>	<u>\$ 32,540,508</u>	<u>\$ 36,777,696</u>	<u>\$ 2,828,253</u>	<u>\$ 1,883,646</u>	<u>\$ 41,489,595</u>

See accompanying Notes to Financial Statements.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2014 AND 2013**

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (8,949,087)	\$ (1,443,935)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	1,197,642	1,038,208
Debt Forgiveness and Change in Allowance for Doubtful Loans and Accounts	(544,043)	(553,262)
Loss on Disposal of Equipment	628,074	-
Net Appreciation on Investments and Reinvested Earnings	(1,543,299)	(334,448)
Interest Income Accrued in Loans and Notes Receivable	(56,684)	(149,125)
Change in Assets and Liabilities:		
Contributions Receivable	1,337,094	(333,902)
Accounts Receivable	1,716,085	864,323
Litigation Insurance Claims Receivable	-	(700,000)
General Insurance Program Assets	(689,151)	(380,729)
Prepaid Expenses	(577,951)	256,058
Accounts Payable and Accrued Liabilities	1,328,375	495,963
Litigation Claims Payable	-	4,650,000
General Insurance Program Claims Payable and Other Liabilities	672,642	30,360
Amounts Held for Others Under Agency Transactions	(1,455,870)	(35,693)
Deferred Revenue	(62,584)	129,079
Net Cash Provided (Used) by Operating Activities	(6,998,757)	3,532,897
CASH FLOWS FROM INVESTING ACTIVITIES		
Repayment of Loans and Notes Receivable	175,545	977,329
Disbursements for Loans and Notes Receivable	-	(27,250)
Proceeds from Sale of Investments	3,425,810	108,810
Purchase of Property and Equipment	(282,945)	(1,254,420)
Net Cash Provided (Used) by Investing Activities	3,318,410	(195,531)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Withdrawals of Parish Demand Deposits	(1,968,460)	(493,428)
NET INCREASE (DECREASE) IN CASH	(5,648,807)	2,843,938
Cash - Beginning of Year	9,510,724	6,666,786
CASH - END OF YEAR	\$ 3,861,917	\$ 9,510,724

See accompanying Notes to Financial Statements.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Archdiocese

The Archdiocese of Saint Paul and Minneapolis (the Archdiocese) was first established as a diocese by the Holy See in 1850 (originally Minnesota and the Dakotas), and elevated to archdiocese 38 years later. Now comprising a 12 county area, there are 187 parishes and 90 Catholic schools (including elementary and high schools) within the Archdiocese. The Archdiocese is home to over 825,000 Catholics, including hundreds of clergy and religious sisters and brothers as well as thousands of lay personnel and volunteers who serve in parishes, Catholic schools and in many other ministries within the Archdiocese. The mission of The Archdiocese of Saint Paul and Minneapolis is making the name of Jesus Christ known and loved by promoting and proclaiming the Gospel in word and deed through vibrant parish communities, quality Catholic education and ready outreach to the poor and marginalized.

Nature of Organization

The financial statements include all administrative and program offices and departments of the Corporation named The Archdiocese of Saint Paul and Minneapolis Chancery Corporation (Chancery Corporation). Under the laws of the State of Minnesota, parishes, their related schools and other separately incorporated and operated Roman Catholic entities within the 12 county area of the Archdiocese are not under the fiscal or operating control of the Chancery Corporation and, therefore, in accordance with accounting principles generally accepted in the United States of America, are not included in the Chancery Corporation's financial statements.

Related Parties

The Chancery Corporation shares some common directors who serve as a minority on many other Catholic organization boards within the Archdiocese. Given these interrelationships, the majority of transactions with Catholic organizations including parishes, seminaries and other religious organizations are with related parties.

Catholic Services Appeal Foundation

Effective January 1, 2014, an independent 501(c)(3) organization called the Catholic Services Appeal Foundation (CSAF) was established to solicit, collect, hold and distribute all Catholic Services Appeal (CSA) donations for the benefit of a prescribed group of Catholic organizations and Chancery Corporation ministries as outlined in the CSAF by-laws. For this reason, contributions received for the 2014 CSA campaign are not included in the Chancery Corporation statements for the year ended June 30, 2014. Reductions in revenue and expenses related to this change resulted in a net overall negative financial impact of approximately \$3.7 million for the year ended June 30, 2014 compared to the year ended June 30, 2013. The Chancery Corporation received contributions from the CSAF to provide for these ministries, including but not limited to Latino Ministry, Evangelization and Catechesis and tuition assistance for students with family need attending Catholic schools within the Archdiocese. See further impact of this within contributions receivable in Note 1.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation – Accounting for Net Assets

The financial statements of the Chancery Corporation have been prepared on the accrual basis of accounting.

The Chancery Corporation reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based on the existence or absence of donor-imposed restrictions. These classes of net assets are summarized as follows:

Unrestricted Net Assets – Accounts for resources that the board has discretion and intention to use in carrying out the Chancery Corporation’s operations. The General Insurance Program is a trust consisting of funds that are held for parishes and other Catholic entities as well as the Chancery Corporation (the Participants).

Temporarily Restricted Net Assets – Accounts for resources that are limited by donor restrictions as to either time restrictions or purpose restrictions to support certain program activities.

Permanently Restricted Net Assets – Those resources that are limited by donor-imposed stipulations to invest the principal in perpetuity and to expend the income for program activities.

Programs and Other Activities

The Chancery Corporation accomplishes its mission in the following program areas:

Catholic Education

The mission of the Office of Catholic Schools is to develop strong partnerships between home and school that fully infuse Catholic teaching and values into every element of the student’s educational experience and foster academic excellence. Students are formed to live out the Gospel message, achieve academic excellence, and lead by faith, virtue, and reason. The support provided to the 90 Catholic schools within the Archdiocese includes Catholic identity review and support, leadership development, and programmatic oversight to promote innovation and excellence in local urban Catholic schools. Major responsibilities include identification of the strategic needs of Catholic schools and continuing to serve families in the tradition of excellence Catholic schools have cultivated for more than 160 years.

Central Services

Central Services provides support and services to the Chancery Corporation staff and the parishes. The Department includes: Victim Advocacy and Assistance; Parish Accounting Service Center; Parish Standards; Metropolitan Tribunal; Records and Archives; Chancellor’s Office; IT/Computer Services; Human Resources and Benefits Administration and Printing Services.

THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Programs and Other Activities (Continued)

Clergy Services

Various offices and programs of the Chancery Corporation work to provide personal and ministerial resources for priests and deacons to enhance the fruitfulness of their ministries. The Center for Clergy Formation provides an integrated approach to priestly and diaconal formation and ongoing clergy education. The Office of Clergy Services helps support clergy assignment at parishes and other institutions, as well as hospital and correctional facility chaplaincies. The Office of Vocations encourages prayerful discernment of call to ordained or religious life. The Saint Paul Seminary provides formation for men preparing for ordination to the priesthood. The Byrne Residence offers housing for retired priests. This program area also provides oversight of abuse prevention efforts, intervention on clergy misconduct, support of the work of the Clergy Review Board to ensure prompt and thorough review of clergy misconduct allegations, the Promotion of Ministerial Standards program to ensure that all priests and deacons uphold the standards expected of Catholic clergy, and are provided appropriate support for their spiritual, physical, and mental well-being.

Communications

The mission of the Office of Communications is to communicate the spiritual messages and theological teachings of the Church as articulated through the Archbishop and his auxiliary bishops. The Office of Communications is also charged with ensuring effective ongoing two-way communications between the Chancery Corporation offices and the many audiences they serve. Office of Communications staff produce *The Catholic Spirit* newspaper every other week, assist with other diocese's newspapers, send the bi-weekly Archdiocesan Update electronic newsletter to 1,500 parish and Catholic school leaders, and manage nearly 20 web sites, blogs and social media sites. *The Catholic Spirit* became a program of the Chancery Corporation effective July 1, 2013.

Community Services

Through the work of offices of the Chancery Corporation and our support of community partners, we help men, women, and children most in need, including the hungry and homeless, as well as immigrants, the elderly, those with disabilities and others with special needs.

THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Programs and Other Activities (Continued)

Marriage, Family and Life

The mission of the Office of Marriage, Family and Life is to assist and encourage all Christians to fulfill their call to holiness. Pope John Paul II and the documents of Second Vatican Council call the laity to transform the world where they live. Our office promotes a culture of life through programs that support the vocation of marriage, the single state and outreach to youth and young adults. Programs and advocacy efforts include marriage enrichment, marriage preparation, Early Catholic Family Life and other family outreach, respect life and prolife groups, bio-medical ethics and outreach for persons with disabilities. In addition, Archdiocesan Youth Day, World Youth Day, National Catholic Youth Conference and other youth events are coordinated through the staffing and support of the department. In all, the office sponsors or collaborates on over 50 events and programs annually.

Parish Services and Outreach

Several offices and programs offer services to parishes within the Archdiocese, including the Office of Parish Services which encourages a community of sharing and collaboration in parishes and helps parishes learn from one another.

The Office of Latino Ministry serves the large number of Latino Catholics in our community at more than 20 parishes with Spanish language Masses, catechetical offerings and pastoral care. Indian ministry for members of the local Native American community and Deaf Ministry are also supported. Through the generosity of Catholics in the Archdiocese, 65,000 people in Ciudad Guayana, Venezuela are offered access to the sacraments, food and essential services at the Jesucristo Resucitado mission parish. The important work of the Archdiocesan Council of Catholic Women is also supported in this parish service program area.

The Office of Worship supports the liturgical life of the local Church and serves as a resource on liturgical law and practice for pastors and parishes serving within the Archdiocese. The Office coordinates major Archdiocesan liturgical celebrations, and provides catechetical and practical support for the full, conscious and active participation of God's Holy People in the Church's sacramental and liturgical life.

Special Issues

Special Issues represent expenses incurred by the Chancery Corporation through third party professionals during the year ending June 30, 2014 related specifically to addressing issues from the lifting of the statute of limitations on sexual misconduct. These professionals had expertise in the areas of legal, investigative, insurance, and financial and communications matters. The majority of these expenses relate to expenses incurred to review priest files, investigate insurance coverage and analyze financial options.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Programs and Other Activities (Continued)

General Insurance

The Chancery Corporation, both for itself and as the agent for parishes and various other Catholic entities operating within the boundaries of the Archdiocese, participates in the General Insurance Program (the Program). The Program is a trust, of which the Chancery Corporation is the Trustee and provides comprehensive, uniform coverage for all of the Participants. The net assets of the Program are held for the benefit of the Participants as the Participants have contributed such funds in exchange for obtaining insurance coverage. The coverage includes general liability, employment practices, building and contents, burglary, personal property, student accident, auto, public library, boilers and workers' compensation. The Program pays a premium to the Workers' Compensation Reinsurance Association for stop loss coverage and has a self-insured retention policy for its property and general liability insurance. The Program also participates in the Catholic Umbrella Pool (CUP), which provides extended coverage for liability claims.

Priest Benefits

The Archdiocese of St. Paul and Minneapolis coordinates a self-insured health and dental benefit fund for active and retired clergy members and seminarians within the Archdiocese. The Archdiocese invoices other Catholic entities based on clergy assignments and pay benefit providers directly for any claims.

Cash

At times throughout the year, cash balances may exceed amounts insured by the Federal Deposit Insurance Corporation.

Contributions Receivable

Unconditional promises to give that are expected to be collected within one year are recorded as contributions receivable at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Conditional promises to give are not included as support until the conditions are substantially met. The Chancery Corporation provides an allowance for estimated uncollectible contributions.

Prior to January 1, 2014, The Chancery Corporation managed the annual Catholic Services Appeal and revenue was recognized when a CSA pledge was received, net of a rebate allocated to parishes. CSA contributions were raised for the benefit of a prescribed group of Catholic organizations and Chancery Corporation ministries as outlined in campaign materials. Effective January 1, 2014 the Catholic Services Appeal Foundation was established as a separately governed and managed corporation to collect, hold, and distribute all Catholic Services Appeal (CSA) donations for the benefit of the prescribed group of Catholic organizations and Chancery Corporation ministries.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions Receivable (Continued)

At June 30, 2013, contributions receivable and amounts held for others under agency transactions included net activity of the Catholic Services Appeal which are no longer applicable at June 30, 2014. Included within support receivables at June 30, 2014 are contributions and reimbursable expenses receivable from CSAF of \$348,741.

Accounts Receivable

Accounts receivable are due from parishes and other Catholic entities and are non-interest bearing, unsecured and due currently. Approximately 59% and 63% of the outstanding receivables from parishes and other related entities is attributable to eleven and thirteen parishes at June 30, 2014 and 2013, respectively. A portion of the parish assessments will be repaid over a period of several years. The aging of these receivables, as well as any extended payment terms, are factored into the allowance for doubtful accounts. Because of the inherent uncertainties in estimating the allowance for doubtful accounts, it is at least reasonably possible that the estimates used will change within the near term. Approximately 58% and 64% of total accounts receivable is due from parish assessments at June 30, 2014 and 2013, respectively.

Loans and Notes Receivable

Loans receivable are due from parishes and other Catholic entities and represent outstanding demand notes (although, generally paid on a long-term basis). Loans receivable are recorded at their net realizable values, net of an allowance for doubtful accounts, where applicable. Credit terms for payment of assessments, insurance and other billings are extended to the borrowers in the normal course of operations, and no collateral is required. The Chancery Corporation also grants loans to related Catholic entities operating within the boundaries of the Archdiocese either directly or through its loan fund. Interest is charged on these loans at variable rates. For certain loans, the Chancery Corporation imputes interest and recognizes that interest as contributed income and expense. Interest on impaired loans is generally recognized according to the terms of the notes and the provision for doubtful loans and accounts may be increased each year by the amount of the interest income recognized. No collateral is available for these loans.

The Chancery Corporation provides for an allowance for doubtful loans and accounts receivable, and bases its estimate of the allowance on a variety of factors including the current status of the receivables, collection experience and the financial condition of the borrower. Loans and other receivables are written off and charged to the allowance only under extraordinary circumstances and write-offs must be approved by the Archbishop.

THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Loans and Notes Receivable (Continued)

Notes receivable are recorded at their net realizable value. Based on the historical collection experience and the current status of these receivables, the Chancery Corporation is of the belief that these accounts are fully collectible and, therefore, an allowance for doubtful accounts for these receivables is not necessary.

Investments

Investments are measured at fair value on a recurring basis using the lowest level input available in the fair value hierarchy except money market funds which are carried at deposit value. Marketable securities and mutual funds are recorded at fair value, based on quoted values. Some investments and perpetual trust assets held at The Catholic Community Foundation of Minnesota (CCF), are pooled with other organizations' funds and invested in diversified portfolios of marketable equity and fixed income securities, as well as limited marketability investments. Such assets held at CCF are reported at fair value/estimated fair value as reported to the Chancery Corporation by CCF. The Chancery Corporation's remaining interest in perpetual trust assets held at a bank is reported based on the fair value of the underlying trust assets.

Realized and unrealized gains and losses on investments are recorded in the statement of activities based upon the existence or absence of donor-imposed restrictions.

In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of the investments will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position.

Fair Value

The Chancery Corporation's accounting for fair value measurements of assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring or nonrecurring basis adhere to the Financial Accounting Standards Board (FASB) fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value (Continued)

The three levels of the fair value hierarchy are as follows:

Level 1 – Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Chancery Corporation has the ability to access at the measurement date.

Level 2 – Inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Chancery Corporation uses valuation techniques in a consistent manner from year-to-year.

Land, Property and Equipment

Land, property and equipment are stated at cost for purchased items or at fair value at the date of receipt, in the case of donated items. Depreciation is recorded over the estimated useful lives of the assets using the straight-line method. Maintenance and repairs are expensed as incurred; major improvements and betterments are capitalized according to the Archdiocesan capitalization policy.

Parish Demand Deposits

The Chancery Corporation serves as a fiduciary to a fund for the benefit of parishes with excess funds. The purpose of the fund is to allow these parishes to deposit such excess funds for the administrative ease of these parishes. Participation in the fund is at the complete discretion of each parish. Parish demand deposits represent amounts held on deposit with the Chancery Corporation. Interest accrues on the balances at an annual rate of 0.8% at the beginning of each quarter. The deposit balances are payable on demand and are unsecured.

Contributions and Revenue Recognition

The Chancery Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported as net assets released from restrictions in the statement of activities.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions and Revenue Recognition (Continued)

The Chancery Corporation reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Chancery Corporation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Assessments, fees and program revenue are recognized throughout the year as earned. These revenues are treated as earned when billed. Program revenue received for services to be provided in a future period are recorded as deferred revenue at the time of receipt and earned when the services are delivered.

Contributed Services

The Chancery Corporation recognizes contributed services at their estimated fair value if the services have value to the Chancery Corporation and require specialized skills that would have been purchased if not provided by contributors. No contributed services were recognized during fiscal years 2014 or 2013.

Expense Allocation

Occupancy expenses are charged to programs and supporting services on the basis of estimated space used in each building. Certain general and administrative costs are allocated to programs based on an analysis of time.

Accounting Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets, liabilities and net assets, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Significant management estimates include the allowance for uncollectible Catholic Services Appeal pledges, the allowance for uncollectible loans and accounts receivable, the estimate of depreciable lives of property and equipment, workers' compensation claims payable, other contingency losses, such as the estimates for litigation and environmental remediation and guarantees on debt contingencies, and the allocation of expenses on a functional basis. Actual results could differ from those estimates and estimates may change during the near term.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Pension and Medical Benefit Plans

The Chancery Corporation contributes to the Pension Plan for Priests and to the Pension Plan for Lay Employees of the Chancery Corporation, parishes and Catholic schools, and certain other Catholic entities within the Archdiocese. These contributions include normal costs, and an amount to amortize the unfunded past service liabilities of the plans. The actuarial present values of accumulated plan benefits and net assets available for benefits are not available at the individual organization level. The plans are multiple-employer, defined benefit plans and cover substantially all priests and most full-time lay employees of participating employers operating within the boundaries of the Archdiocese. Benefits for full-time lay employees under the Pension Plan for Lay Employees were frozen January 31, 2011.

The Chancery Corporation contributes to the Archdiocesan Medical Benefit Plan, which is a multiple-employer plan providing medical, dental and other flexible benefits to the participating employer's participating employees. The Plan is a self-insured plan with stop-loss protection. In the event the Plan is terminated and all obligations to the insurers providing group benefits and to the beneficiaries of the Plan have been satisfied any remaining trust funds shall be distributed to the Chancery Corporation and the Trust shall terminate. The Plan's Trustees have no plans to terminate the Plan.

Income Taxes

The Chancery Corporation is exempt from Federal and state income taxes under provisions of Section 501(c)(3) of the Internal Revenue Code, and similar state statutes.

The Chancery Corporation has evaluated whether it has any significant tax uncertainties that would require recognition or disclosure. Primarily due to the exempt status, the Chancery Corporation does not have any significant tax uncertainties that would require recognition or disclosure.

Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform to the current year presentation. These reclassifications had no effects on the change in net assets or total net assets as previously reported. The reclassification within Note 6 separated a right to use asset from leasehold improvements.

Subsequent Events

The Chancery Corporation has evaluated subsequent events through November 17, 2014, the date which the financial statements were available to be issued.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 2 LOANS AND NOTES RECEIVABLE

Loans receivable are summarized as follows as of June 30:

	<u>2014</u>	<u>2013</u>
Loans and Interest from Parishes	\$ 4,543,629	\$ 4,803,444
Other Loans Receivable	147,973	147,973
Notes Receivable	40,387	209,855
	<u>4,731,989</u>	<u>5,161,272</u>
Less: Allowance for Doubtful Loans	(3,486,214)	(3,773,672)
Total Loans, Net	<u>\$ 1,245,775</u>	<u>\$ 1,387,600</u>

Approximately 86% and 81% of the total principal and interest outstanding balance was due from three related organizations for the years ended June 30, 2014 and 2013, respectively.

NOTE 3 INVESTMENTS

The fair value and composition of investments at June 30 are as follows:

	<u>2014</u>	<u>2013</u>
Mutual Funds - Fixed Income	\$ 12,137,627	\$ 14,678,199
Mutual Funds - Large Cap	77,531	61,723
Money Market Mutual Funds	34,689	11,279
Investments held at CCF	3,060,852	2,629,540
Total	<u>\$ 15,310,699</u>	<u>\$ 17,380,741</u>

Investments are used as follows as of June 30:

	<u>2014</u>	<u>2013</u>
Donor Restricted Endowment Investments	\$ 1,367,058	\$ 1,229,282
Board Designated Endowment Investments	3,808,419	3,596,923
Other Investments	10,135,222	12,554,536
Total	<u>\$ 15,310,699</u>	<u>\$ 17,380,741</u>

At June 30, 2014 and 2013, investments totaling \$5,900,000 and \$4,118,612, respectively, were pledged as collateral for a letter of credit (Note 7).

Investment returns on all investments of the Chancery Corporation were as follows for the years ended June 30:

	<u>2014</u>	<u>2013</u>
Interest Income and Dividends	\$ 480,566	\$ 407,020
Unrealized and Realized Gains (Losses)	939,765	(56,785)
Investment Income, Net	<u>\$ 1,420,331</u>	<u>\$ 350,235</u>

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 3 INVESTMENTS (CONTINUED)

The Chancery Corporation is the beneficiary of certain General Seminary Endowment and Catholic Services Appeal funds owned by CCF which are restricted solely for the purpose of seminary education and Catholic Services Appeal approved ministries and operations. CCF retains variance power over these funds and can redirect the distribution of these assets at the discretion of its board.

Additionally, the Chancery Corporation owns and invests funds that are managed by CCF which are restricted for the benefit of Catholic school tuition assistance and other Catholic school support.

Investments held at CCF are carried at fair value and consisted of the following at June 30:

	2014	2013
General Seminary Endowment	\$ 1,036,429	\$ 901,360
Catholic Services Appeal	547,638	475,928
Scholarships and Other	1,476,785	1,252,252
Total	\$ 3,060,852	\$ 2,629,540

The following is the approximate fund allocation at June 30 of investments held at CCF:

	2014	2013
Cash and Cash Equivalents	3 %	8 %
Corporate Bonds	16	13
Corporate Stocks	64	56
Alternative Investments	17	23
Total	100 %	100 %

NOTE 4 BENEFICIAL INTEREST IN PERPETUAL TRUSTS

The Chancery Corporation is the sole income beneficiary in three irrevocable perpetual trusts, the assets of which are not in the possession of the Chancery Corporation and for which the Chancery Corporation is not the trustee. The values of these trusts totaled \$1,551,285 and \$1,363,754 at June 30, 2014 and 2013, respectively. These trusts were established with specific donor intent for restricted purposes. The assets recorded on the statement of financial position represent the estimated present value of future cash flows from the trusts, which is assumed to equal the fair value of the underlying trust investments. The Chancery Corporation has legally enforceable rights and claims to distributions from the trusts but not to the underlying assets themselves and receives income distributions based on the funds' income after certain trust expenses. These income distributions are restricted for specific purposes: the Saint Paul Seminary support, support for physically disabled priests, and housing for elderly members of the Christian Brothers religious order.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 5 FAIR VALUE

The following table sets forth the balances of assets by level, within the fair value hierarchy, carried at fair value as of June 30, 2014:

	June 30, 2014			Fair Value Amount
	Fair Value Measurement Using			
	Level 1	Level 2	Level 3	
Assets:				
Investments:				
Mutual Funds - Fixed Income	\$ 12,137,627	\$ -	\$ -	\$ 12,137,627
Mutual Funds - Large Cap	77,531	-	-	77,531
Investments Held at CCF	-	-	3,060,852	3,060,852
Beneficial Interest in Perpetual Trusts	-	-	1,551,285	1,551,285
Total	<u>\$ 12,215,158</u>	<u>\$ -</u>	<u>\$ 4,612,137</u>	<u>\$ 16,827,295</u>

The following table sets forth the balances of assets by level, within the fair value hierarchy, carried at fair value as of June 30, 2013:

	June 30, 2013			Fair Value Amount
	Fair Value Measurement Using			
	Level 1	Level 2	Level 3	
Assets:				
Investments:				
Core Plus Bond Fund, LLC	\$ 14,678,199	\$ -	\$ -	\$ 14,678,199
Mutual Funds - Large Cap	61,723	-	-	61,723
Investments Held at CCF	-	-	2,629,540	2,629,540
Beneficial Interest in Perpetual Trusts	-	-	1,363,754	1,363,754
Total	<u>\$ 14,739,922</u>	<u>\$ -</u>	<u>\$ 3,993,294</u>	<u>\$ 18,733,216</u>

Money market mutual funds of \$34,689 and \$11,279 at June 30, 2014 and 2013, respectively, are carried at deposit value and are excluded from the fair value hierarchy presented above.

THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 5 FAIR VALUE (CONTINUED)

The reconciliation of beginning and ending balances for assets and liabilities measured at fair value using significant unobservable inputs (Level 3) are as follows:

	Investments Held at CCF	Beneficial Interest in Perpetual Trusts
Beginning Balance, July 1, 2012	\$ 2,376,783	\$ 1,254,190
Realized Gains	99,231	39,243
Unrealized Losses	205,675	126,665
Investment Income	33,263	18,217
Commissions and Fees	(26,686)	(18,919)
Distributions	<u>(58,726)</u>	<u>(55,642)</u>
Ending Balance, June 30, 2013	2,629,540	1,363,754
Realized Gains	114,934	87,971
Unrealized Gains	366,501	159,478
Investment Income	32,433	19,391
Commissions and Fees	(26,616)	(24,278)
Contributions	-	-
Distributions	<u>(55,940)</u>	<u>(55,031)</u>
Ending Balance, June 30, 2014	<u><u>\$ 3,060,852</u></u>	<u><u>\$ 1,551,285</u></u>

The fair values of investments held at or managed by CCF, perpetual trusts held at CCF, and remainder trusts are based on the Chancery Corporation's interest in the fair value/estimated fair value of the underlying assets as reported to the Chancery Corporation by CCF or the trustee and are reported as Level 3 investments. A substantial portion of the underlying assets of CCF are measured at fair value using Level 1 and 2 inputs. The fair value of the Chancery Corporation's beneficial interest in the perpetual trust held by the bank is based on the underlying trust assets held by the perpetual trust. A substantial portion of these underlying trust assets are measured using Level 1 inputs.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 6 LAND, PROPERTY AND EQUIPMENT

Land, property and equipment consisted of the following at June 30:

	<u>Life in Years</u>	<u>2014</u>	<u>2013</u>
Land		\$ 16,701	\$ 16,701
Building	20 - 400	18,724,472	18,651,454
Furniture, Equipment and Software	3 - 10	5,423,057	5,967,867
Vehicles	3 - 5	151,458	188,179
Leasehold Improvements	*See Below	848,532	848,532
Right to Use Asset	*See Below	1,721,613	1,721,613
		<u>26,885,833</u>	<u>27,394,346</u>
Less: Accumulated Depreciation		<u>(17,907,416)</u>	<u>(16,873,158)</u>
Net Land, Property and Equipment		<u>\$ 8,978,417</u>	<u>\$ 10,521,188</u>

Certain facilities owned by the Chancery Corporation are utilized and subject to third-party mortgages. The Chancery Corporation has a lease agreement with the Cathedral of Saint Paul Parish with a base rent of \$1 per year. The lease agreement matures in May 2021 and has a renewal option for an additional 20 years.

The Chancery Corporation has a long-term lease agreement with the University of St. Thomas for the rent free use of the Byrne Residence property. The lease agreement matures in 2094 and automatically renews for 25-year terms unless the Chancery Corporation provides a cancellation notice 2 year prior to the expiration of the lease.

In addition, the Chancery Corporation leases land to three Catholic high schools within the Archdiocese for \$1 per year. These leases have terms of 20-30 years which expire on December 31, 2025, June 30, 2030 and June 30, 2038. The Chancery Corporation has imputed a fair value rent subsidy of \$540,000 in both 2014 and 2013. These amounts are included in other income and Catholic education expenses in the statement of activities.

The organizations utilizing these facilities directly incur all costs of utilities, insurance, repairs, maintenance, and improvements and pay no further lease payments to the Chancery Corporation. In addition, these leases are contingent upon the organizations continual use of the property for their respective intended purposes as Catholic institutions. The Chancery Corporation continues support of such lease agreements because they assist in fulfillment of our mission to make the name of Jesus Christ known and loved.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 7 GENERAL INSURANCE PROGRAM

Summary financial information for the General Insurance Program for the fiscal years ended June 30 is as follows:

	<u>2014</u>	<u>2013</u>
ASSETS		
Cash	\$ 7,985,279	\$ 7,470,722
Premiums Receivable, Net of Allowance of \$2,151,056 and \$2,196,113 in 2014 and 2013, Respectively	1,113,881	1,129,909
Catholic Umbrella Pool Deposits	1,015,847	857,661
Other Assets	105,342	72,906
Subtotal	<u>10,220,349</u>	<u>9,531,198</u>
Funds Provided to Chancery Corporation General Operating Funds	<u>12,819,175</u>	<u>12,819,175</u>
Total Assets	<u>\$ 23,039,524</u>	<u>\$ 22,350,373</u>
LIABILITIES AND NET ASSETS		
Accounts Payable	\$ 147,067	\$ 82,727
Deferred Revenue	156,326	-
Insurance Claims Payable	4,936,741	4,484,765
Subtotal	<u>5,240,134</u>	<u>4,567,492</u>
Due to the Chancery Corporation	147,634	-
Total Liabilities	<u>5,387,768</u>	<u>4,567,492</u>
Unrestricted Net Assets of the Participants	<u>17,651,756</u>	<u>17,782,881</u>
Total Liabilities and Net Assets	<u>\$ 23,039,524</u>	<u>\$ 22,350,373</u>
CHANGE IN NET ASSETS		
Total Premium and Other Revenue	\$ 6,700,775	\$ 8,272,436
Total Claims Expense and Operating Costs	<u>(6,831,899)</u>	<u>(5,844,483)</u>
Increase in General Insurance Program Net Assets	<u>\$ (131,124)</u>	<u>\$ 2,427,953</u>

The Funds Provided to Chancery Corporation General Operating Funds does not appear on the statements of financial position because it is eliminated against the corresponding payable by the Chancery Corporation. As of July 1, 2014 a corporate resolution was passed establishing a repayment plan.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 7 GENERAL INSURANCE PROGRAM (CONTINUED)

Insurance claims payable includes unpaid estimated property claim costs up to the general insurance program's aggregate retention, unpaid estimated workers' compensation claim costs up to the stop loss limit, and an estimate for claims incurred but not reported. Claims liability estimates and assumptions are periodically reviewed and updated with any resulting adjustments to claim liabilities reflected in current operating results.

The activity within insurance claims payable for the years ended June 30, 2014 and 2013 were as follows:

	2014	2013
Balance at Beginning of Year	\$ 4,484,765	\$ 4,537,132
Claims Incurred	2,650,890	2,317,088
Claims Paid	(2,198,914)	(2,369,455)
Balance at End of Year	\$ 4,936,741	\$ 4,484,765

The Chancery Corporation had a letter of credit of \$4,118,612 for the self-insured workers' compensation program for the year ended June 30, 2013. The letter of credit were secured by marketable securities. In August 2013, the Chancery Corporation extended the letter of credit of \$4,118,612 until November 2013. In November 2013 the Chancery Corporation reduced the letter of credit to \$3,846,684 and extended it until August 2014 but pledged \$5,900,000 of collateral with investments (See Note 3). Subsequent to year-end, the letter of credit was extended to September 30, 2014.

As of September 30, 2014, the letter of credit expired and the Chancery Corporation entered into a custodial agreement with the Minnesota Department of Commerce, directly, pledging \$3,846,684 of general insurance fund assets for the self insured workers' compensation program.

At June 30, 2014 and 2013, approximately 81% and 77% of the General Insurance Program's gross premiums receivable was due from six participants, respectively.

Total expenses paid to Catholic Mutual, a related party, which processed claims on a contractual basis during the years ended June 30, 2014 and 2013 for the program premiums were \$2,713,714 and \$2,652,285, respectively.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 8 AMOUNTS HELD FOR OTHERS UNDER AGENCY TRANSACTIONS

Amounts held for others under agency transactions consist of the following as of June 30:

	<u>2014</u>	<u>2013</u>
Catholic Services Appeal Rebates to Parishes	\$ -	\$ 1,513,102
Charitable Collection Accounts and Funds Held for Others	119,786	62,554
Total	<u>\$ 119,786</u>	<u>\$ 1,575,656</u>

Catholic Services Appeal rebates to parishes are discussed in Note 1 with contributions receivable. See Note 1 for further discussion on CSA activity subsequent to January 1, 2014.

NOTE 9 NET ASSETS

Temporarily restricted net assets are available for the following purposes at June 30:

	<u>2014</u>	<u>2013</u>
Clergy Services	\$ 2,087,356	\$ 1,823,655
Catholic Education	291,992	712,732
Parish Services	11,769	12,485
Marriage, Family and Life	206,551	207,145
Other	-	72,236
Total	<u>\$ 2,597,668</u>	<u>\$ 2,828,253</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes, by the occurrence of other events specified by donors, or by the passage of time. Net assets released from restrictions are as follows for the years ended June 30:

	<u>2014</u>	<u>2013</u>
Clergy Services	\$ 165,047	\$ 336,784
Catholic Education	966,696	1,238,502
Parish Services	2,167	511,848
Marriage, Family and Life	62,151	59,491
Other	72,236	85,570
Total	<u>\$ 1,268,297</u>	<u>\$ 2,232,195</u>

Permanently restricted net assets are available for the following purposes at June 30:

	<u>2014</u>	<u>2013</u>
Endowments	\$ 519,892	\$ 519,892
Perpetual Trusts	1,551,285	1,363,754
Total	<u>\$ 2,071,177</u>	<u>\$ 1,883,646</u>

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 10 ENDOWMENT FUNDS

The Chancery Corporation's endowment consists of funds established for a variety of purposes, and includes both donor-restricted endowment funds and funds designated by the Corporate Board of the Chancery Corporation to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Corporate Board to function as endowments, are classified and reported based on the existence or absence of donor imposed restrictions.

Interpretation of Relevant Law

The Archdiocesan Corporate Board has interpreted the Minnesota Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Chancery Corporation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Chancery Corporation in a manner consistent with the standard of prudence prescribed by UPMIFA.

Return Objectives and Risk Parameters

As approved by the Corporate Board, a majority of the Chancery Corporation's endowment funds are held at CCF. Those funds are managed according to CCF's investment and spending policies. These policies attempt to provide a consistent return on assets, preserve capital and the purchasing power of the endowment assets, while providing a predictable funding stream to support programs. Endowment assets held at CCF include those assets of donor-restricted funds that the Chancery Corporation must hold in perpetuity as well as certain board-designated funds. Under these policies, these assets are invested by CCF in a manner to achieve a return over a rolling 10-year period which exceeds the rate of inflation by 5% to 7%, while outperforming a passive market index portfolio consisting of similar asset allocations over a rolling 5-year period.

The endowment funds held and managed by the Chancery Corporation are subject to similar policies as directed by the Chancery Corporation Corporate Board.

THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 10 ENDOWMENT FUNDS (CONTINUED)

Return Objectives and Risk Parameters (Continued)

To satisfy its long-term rate-of-return objectives, the Chancery Corporation rely on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Chancery Corporation targets diversified asset allocations that seek to achieve its long-term return objectives within prudent risk constraints. CCF targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

As approved by the Chancery Corporation Corporate Board, the endowment assets invested by CCF are managed according to CCF's investment and spending policies. The Chancery Corporation receives distributions from these endowments each year based on CCF's spending policies. CCF has a policy of appropriating for distribution each year a board-determined percentage of its endowment fund's average fair value over a designated measurement period. CCF's board-determined distribution percentages ranged from 4% to 5% in 2014 and 2013. In establishing this policy, CCF considered the long-term expected return on its endowment.

With respect to endowment funds held and managed by the Chancery Corporation, the board has an informal policy of appropriating for distribution sufficient funds to achieve program objectives while considering the long-term expected return on its investment assets, considering the nature and duration of the individual endowment funds, and the possible effects of inflation.

These spending policies are consistent with the Chancery Corporation's objective to maintain the purchasing power of endowment assets held in perpetuity, to provide a consistent and predictable funding stream to support the endowment purposes specified, as well as to provide additional growth through investment return.

Endowment Net Assets – Composition of Type of Fund

	June 30, 2014			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor-Restricted Endowment Funds	\$ -	\$ 847,166	\$ 519,892	\$ 1,367,058
Board-Designated Endowment Funds	3,808,419	-	-	3,808,419
Total Endowment Funds	<u>\$ 3,808,419</u>	<u>\$ 847,166</u>	<u>\$ 519,892</u>	<u>\$ 5,175,477</u>

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 10 ENDOWMENT FUNDS (CONTINUED)

**Spending Policy and How the Investment Objectives Relate to Spending Policy
(Continued)**

Endowment Net Assets – Composition of Type of Fund (Continued)

	June 30, 2013			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor-Restricted Endowment Funds	\$ -	\$ 709,390	\$ 519,892	\$ 1,229,282
Board-Designated Endowment Funds	3,596,923	-	-	3,596,923
Total Endowment Funds	\$ 3,596,923	\$ 709,390	\$ 519,892	\$ 4,826,205

Changes in Endowment Net Assets:

	June 30, 2014			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Endowment Net Assets, Beginning of Year	\$ 3,596,923	\$ 709,390	\$ 519,892	\$ 4,826,205
Investment Return:				
Investment Income, Net of Fees	49,013	4,211	-	53,224
Net Appreciation (Realized and Unrealized)	279,003	166,562	-	445,565
Total Investment Income	328,016	170,773	-	498,789
Appropriations of Funds	(116,520)	(32,997)	-	(149,517)
Endowment Net Assets, End of Year	\$ 3,808,419	\$ 847,166	\$ 519,892	\$ 5,175,477

	June 30, 2013			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Endowment Net Assets, Beginning of Year	\$ 3,621,822	\$ 634,533	\$ 519,892	\$ 4,776,247
Investment Return:				
Investment Income, Net of Fees	51,423	3,863	-	55,286
Net Appreciation (Realized and Unrealized)	49,908	102,791	-	152,699
Total Investment Income	101,331	106,654	-	207,985
Appropriations of Funds	(126,230)	(31,797)	-	(158,027)
Endowment Net Assets, End of Year	\$ 3,596,923	\$ 709,390	\$ 519,892	\$ 4,826,205

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
 CHANCERY CORPORATION
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2014 AND 2013**

NOTE 11 PENSION AND MEDICAL BENEFIT PLANS

Chancery Corporation contributions to benefit plans were as follows for the years ended June 30:

	2014	2013
Pension Plan for Lay Employees	\$ 273,072	\$ 273,072
Pension Plan for Priests	702,119	548,564
Archdiocesan Medical Benefit Plan	1,482,788	1,602,387
Total	\$ 2,457,979	\$ 2,424,023

Pension Plans

Effective January 31, 2011, the Pension Plan for Lay Employees (Lay Pension Plan) was frozen. Due to the frozen status of the plan, active plan participants are no longer earning benefits, are no longer accruing additional credited years of service, and pension benefits upon participant retirement will be based upon the participant's credited years of service and salary history as of January 31, 2011. Participants in the plan who were not vested as of the freeze date will continue to earn vesting service after January 31, 2011, for each year in which they work in a full time capacity until these participants become fully vested by reaching five years of full time service. Employees who terminate with five or more years of credited service are generally entitled to annual pension benefits as defined by the Lay Employee Plan. Pension benefits are based primarily on years of service and final average earnings calculated as the average of the employee's five highest earning years.

The Pension Plan for Priests (Priest Pension Plan) covers substantially all incardinated priests, or those beginning the process of incardination established by the Chancery Corporation or one of the participating employers. Priest retirement benefits are computed in accordance with the plan document which can be changed by the trustees of the plan. Pension benefits are calculated primarily based on age at the date of retirement through 65 and years of service, not to exceed 40. Active participants who become totally and permanently disabled receive disability benefits computed as though they had been employed to normal retirement age. The board of trustees has the discretionary authority to pay the cost of medical and dental insurance for participants who retire or become disabled.

The risks of participating in these multiple-employer plans are shared with the other employers participating in the plans. Because this is a multiple-employer plan, valuation information is not available specific to each individual or participating employer. The Chancery Corporation's contribution to the Lay Pension Plan is a fixed amount based on a percentage of qualified salaries and the contribution to the Priest Pension Plan are a fixed amount per priest established by the trustees of the Priest Pension Plan.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 11 PENSION AND MEDICAL BENEFIT PLANS (CONTINUED)

Deferred Compensation Plan

The Chancery Corporation has a deferred compensation agreement with an Archbishop who retired in fiscal 2008. The agreement requires monthly benefit payments for life plus health and medical insurance and allowances for other living expenses. The present value of the estimated future obligation under this agreement is estimated to be approximately \$230,000 and \$239,000 at June 30, 2014 and 2013, respectively, based on the expected annual cost of approximately \$61,000.

NOTE 12 CONTINGENCIES AND COMMITMENTS

Loan Guarantees

At June 30, 2014 and 2013, the Chancery Corporation was contingently liable as guarantor for approximately \$43,000,000 and \$47,300,000, respectively, on 21 and 22 loans, respectively, and approximately \$6,200,000 for one letter of credit for both years for Catholic institutions operating within the boundaries of the Archdiocese. Of this, the Chancery Corporations guaranteed approximately \$6,600,000 lent by a related financial institution. These guarantees are typically given to enable Parishes and schools to finance property additions or refinance existing debt. The terms of the loans being guaranteed range from 1 to 30 years. One institution makes up 46% of the guaranteed loan balances. Included in this amount are Chancery Corporation guaranteed loans from a certain organization for seven institutions at June 30, 2014 for a maximum of \$1,000,000 in total. Although generally not specifically limited, the maximum potential amount of future payments (undiscounted) the Chancery Corporation could be required to make under these guarantees would be the outstanding amount plus stated interest. Also included in this amount are guarantees in which the Chancery Corporation is liable under replenishment agreements. Those replenishment agreements have no stated length for covering the payment; therefore, the entire value of the loan is included. The Chancery Corporation would be required to perform under a guarantee only in the event of default, which is generally non-payment of installments when due. In certain cases the requirements of the guarantee call for the Chancery Corporation to continue making debt payments while others become due on demand. Management believes the fair value of such assets are in excess of any guaranteed amounts and that material payments will not be required under these guarantees.

Cathedral of Saint Paul

In 2001, the Cathedral of Saint Paul Parish (the Parish) took out a loan for improvements to the Cathedral property that the Parish leases and which the Chancery Corporation owns. The Chancery Corporation allowed the property to be mortgaged at that time. In August 2011, the Parish loan was refinanced to an interest only loan with principal due at maturity in August 2016. The amount outstanding on this loan was approximately \$4,771,000 and \$5,300,000 at June 30, 2014 and 2013, respectively.

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
CHANCERY CORPORATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

NOTE 12 CONTINGENCIES AND COMMITMENTS (CONTINUED)

Asbestos Containing Materials

A survey of Chancery Corporation buildings was done in 2007 by an environment consulting firm which identified the presence of asbestos containing materials (ACM's). Management's current obligation with respect to the presence of the ACMs is primarily that of monitoring and maintenance. If there is renovation or repair work necessary that disturbs the asbestos, then special removal techniques must be utilized.

Management has determined that an asset retirement obligation related to the presence of ACMs cannot be reasonably determined at this time because insufficient information is available in that both the method of retirement and the expected dates of such retirement cannot be estimated.

NOTE 13 GOING CONCERN AND LITIGATION CONTINGENCIES

The Chancery Corporation is involved in several lawsuits relating to claims of sexual misconduct by certain members of the clergy. The Chancery Corporation and its leadership are currently engaged in litigation to resolve these claims.

As of June 30, 2013 litigation claims payable was \$5,300,000 related to sexual abuse. The amount of the litigation claims payable was based on the minimum amount of the range as no amount within the range was a better estimate of an outcome. The Chancery Corporation had no practical means to determine the likelihood of outcome for amounts above that which would be more likely than any other outcome. No amounts were accrued for unknown claims as losses were not able to be reasonably determined. The amounts recorded were management's estimates and were not intended to be indicative of the actual legal outcomes of the individual cases. Losses from unknown future claims could also be substantial.

Subsequent to June 30, 2013, the number of claims increased and formal Notices of Claims tendered are substantial. Management believes that additional claims will be filed prior to the closing of the statute of limitations in May of 2016. At this time, it is not possible to predict the likely outcome or disposition of the prior year, current year and unknown future claims. Due to the uniqueness of each claim, the degrees of sexual abuse, and the age of some of the claims, an estimate of the financial exposure of the Chancery Corporation cannot be made. For that reason, management has not increased the litigation claims payable at June 30, 2014.

It is management's opinion that the above claims, Notices of Claims tendered and unknown future claims in aggregate will be material.

Due to the above there is substantial doubt regarding the Chancery Corporation's being able to continue as a going concern.

**EXHIBIT F
TO
DISCLOSURE STATEMENT**

Post-petition Statement of Activities

The Archdiocese of Saint Paul and Minneapolis

Statement of Activities
UNAUDITED

For the Period January 16, 2015 through April 30, 2016

	<u>POST PETITION ACTUALS</u>
OPERATING ACTIVITIES:	
REVENUE	
Assessment Revenue	18,873,389
Restricted Contributions	323,048
Gift Income	182,564
Investment Income	2,302
Other Income	314,739
Total Revenue	<u>19,696,041</u>
ADMINISTRATIVE REVENUE	
Finance	433,333
Moderator	18,056
Total Administrative Revenue	<u>451,389</u>
PROGRAM REVENUE FROM CSAF	
Clergy Services	739,895
Parish Services & Outreach	689,384
Marriage, Family & Life	415,796
Moderator	251,328
Evangelization	210,743
Total Program Revenue	<u>2,307,146</u>
DEPARTMENTAL REVENUE	
Clergy Services	605,991
Community Services	25,167
Mission for Catholic Education	565,815
Parish Services & Outreach	111,655
Central Services	78,362
Marriage, Family & Life	468,012
Development & Stewardship	76,606
Moderator	404,463
Communications	1,881,204
Finance	637,129
Evangelization	56,572
Special Issues	4,269
Parish and Priest Support	1,700
Total Departmental Revenue	<u>4,916,946</u>
Total Revenue	<u>27,371,522</u>
PROGRAM EXPENSE	
Clergy Services	3,176,957
Community Services	47,464
Mission for Catholic Education	1,548,732
Parish Services & Outreach	1,517,235
Central Services	3,506,418
Marriage & Family Life	873,108
Development & Stewardship	555,518
Moderator	4,037,394
Communications	2,612,260
Finance	3,563,444
Evangelization	408,905
Special Issues	9,861,268
Total Program Expense	<u>31,708,704</u>
OTHER EXPENSE	
Depreciation	1,132,356
Parish and Priest Support	1,451,757
Other	(1,831)
Total Other Expense	<u>2,582,282</u>
Total Expense	<u>34,290,986</u>
Net Income (Loss) From Operations	<u>(6,919,464)</u>
NON-OPERATING ACTIVITIES:	
Gain on Sale of Assets	4,267,286
General Insurance	1,504,459
Priest Benefits	(209,442)
Total Non-Operating Activities	<u>5,562,303</u>
NET INCOME (LOSS)	<u>(1,357,161)</u>

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
 District of Minnesota
VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): The Archdiocese of Saint Paul and Minneapolis	Name of Joint Debtor (Spouse) (Last, First, Middle): _____
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): _____	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): Chancery Corporation
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 41-0693908	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): _____
Street Address of Debtor (No. and Street, City, and State): 226 Summit Avenue St. Paul, Minnesota	Street Address of Joint Debtor (No. and Street, City, and State): _____
County of Residence or of the Principal Place of Business: Ramsey	County of Residence or of the Principal Place of Business: _____
Mailing Address of Debtor (if different from street address): _____	Mailing Address of Joint Debtor (if different from street address): _____

Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13
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Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input checked="" type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input checked="" type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000	
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input checked="" type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input checked="" type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	The Archdiocese of Saint Paul and Minneapolis
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: N/A	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor:	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p align="center">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p align="center">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.

Information Regarding the Debtor - Venue
 (Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
 (Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

 (Name of landlord that obtained judgment)

 (Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case.)

The Archdiocese of Saint Paul and Minneapolis

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X e/ Richard D. Anderson

Signature of Attorney for Debtor(s)
Richard D. Anderson

Printed Name of Attorney for Debtor(s)
Briggs and Morgan, P.A.

Firm Name
2200 IDS Center, 80 South 8th Street

Minneapolis, MN 55402-2157

Address
612-997-8400

Telephone Number
January 16, 2015

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Thomas J. Mertens

Signature of Authorized Individual
Thomas J. Mertens

Printed Name of Authorized Individual
Treasurer / Chief Financial Officer

Title of Authorized Individual
1/16/15

Date

Address

X _____
Signature

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

B 4 (Official Form 4) (12/07)

UNITED STATES BANKRUPTCY COURT

In re: The Archdiocese of Saint Paul and Minneapolis

Case No. _____
Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor’s creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of “insider” set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address, including zip code¹</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	<i>Amount of claim [if secured also state value of security]</i>
Personal Injury Plaintiff in <i>Doe 27 v. The Order of St. Benedict, Archdiocese of St Paul and Minneapolis, Saint Luke Institute, Francis Hoefgen</i> Case No. 19HA-CV-13-4599 (Dakota Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989	Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990	Personal Injury	Contingent Unliquidated Disputed	Unknown

¹ The debtor has de minimis trade debt. The majority of the debtor’s creditors have contingent, unliquidated, or disputed claims, rendering it impossible to determine who holds the 20 largest claims. As such, all represented identified personal injury claimants are included herein. The debtor anticipates that the 20 largest claims will include priest and lay pension claimants and personal injury claimants.

<p>Personal Injury Plaintiff in <i>Doe 26 v. Archdiocese of St Paul and Minneapolis and Fr Jerome C Kern</i> Case No. 62-CV-13-7799 (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>Doe 23 v. Archdiocese of St Paul and Minneapolis and Fr. Robert M Thurner</i> Case No. 62-CV-13-7566 (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>Doe 39 v. Order of St. Benedict, a/k/a and d/b/a St. John's Abbey, Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-14-6408 (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 108 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-13-8564 (Ramsey Cty. Dist. Ct.) c/o Noaker Law Firm LLC 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401</p>	<p>Patrick Noaker 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401 (612) 839-1080</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>

<p>Personal Injury Plaintiff in <i>Doe 20 v. Keating,</i> <i>Archdiocese of St. Paul</i> <i>and Minneapolis,</i> <i>McDonough</i> Case No. 62-CV-13-7283 (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 107 v. Archdiocese</i> <i>of St. Paul and Minneapolis,</i> <i>Diocese of New Ulm</i> Case No. 62-CV-13-8000 (Ramsey Cty. Dist. Ct.) c/o Noaker Law Firm LLC 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401</p>	<p>Patrick Noaker 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401 (612) 839-1080</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 109 v. Archdiocese</i> <i>of St. Paul and Minneapolis ,</i> <i>Diocese of New Ulm</i> Case No. 62-CV-14-4275 (Ramsey Cty. Dist. Ct.) c/o Noaker Law Firm LLC 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401</p>	<p>Patrick Noaker 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401 (612) 839-1080</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 115 v. Archdiocese</i> <i>of St. Paul and Minneapolis</i> Case No. 62-CV-14-6661 (Ramsey Cty. Dist. Ct.) c/o Noaker Law Firm LLC 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401</p>	<p>Patrick Noaker 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401 (612) 839-1080</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 104 v. Archdiocese</i> <i>of St. Paul and Minneapolis</i> Case No. 62-CV-13-5755 (Ramsey Cty. Dist. Ct.) c/o Noaker Law Firm LLC 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401</p>	<p>Patrick Noaker 333 Washington Avenue N, Suite 329 Minneapolis, MN 55401 (612) 839-1080</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>

<p>Personal Injury Plaintiff in <i>John Doe 139 v.</i> <i>Archdiocese of St. Paul</i> <i>and Minneapolis</i> Case No. 62-CV-13-8462 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 140 v.</i> <i>Archdiocese of St. Paul</i> <i>and Minneapolis</i> Case No. 62-CV-13-8461 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 141 v.</i> <i>Archdiocese of St. Paul</i> <i>and Minneapolis</i> Case No. 62-CV-10-2618 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 150 v.</i> <i>Archdiocese of St. Paul</i> <i>and Minneapolis</i> Case No. 62-CV-13-4732 (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>

<p>Personal Injury Plaintiff in <i>John Doe 151 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 152 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 153 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 154 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>

<p>Personal Injury Plaintiff in <i>John Doe 175 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-13-7845 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>John Doe 176 v. Archdiocese of St. Paul and Minneapolis</i> Case No. 62-CV-13-7846 62-CV-10-11230 (consolidated) (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Personal Injury Plaintiff in <i>Doe 31 by and through his Guardian, Guardian Doe 31 v. Archdiocese of St Paul and Minneapolis, Curtis Wehmeyer</i> Case no. 62-CV-14-647 (Ramsey Cty. Dist. Ct.) c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989</p>	<p>Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990</p>	<p>Personal Injury</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Archdiocese of St. Paul and Minneapolis Pension Plan for Lay Employees 328 Kellogg Blvd W Saint Paul, MN 55102</p>	<p>Maureen Maly Faegre Baker Daniels 2200 Wells Fargo Center 90 S. Seventh Street Minneapolis, Minnesota 55402</p>	<p>Underfunded Pension Liability</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>
<p>Archdiocese of St. Paul and Minneapolis Pension Plan for Priests 328 Kellogg Blvd W Saint Paul, MN 55102</p>	<p>Maureen Maly Faegre Baker Daniels 2200 Wells Fargo Center 90 S. Seventh Street Minneapolis, Minnesota 55402</p>	<p>Underfunded Pension Liability</p>	<p>Contingent Unliquidated Disputed</p>	<p>Unknown</p>


Personal Injury Claimants with noticed claims, but who have not commenced litigation c/o Jeff Anderson & Associates, P.A. 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989	Jeff Anderson 366 Jackson Street Suite 100 Saint Paul, MN 55101-2989 (651) 227-9990	Personal Injury	Contingent Unliquidated Disputed	Unknown
St. Anne / St. Joseph Hein 2627 Queen Ave N Minneapolis, MN 55411	St. Anne / St. Joseph Hein c/o Fr. Ignatius Nguyen Kihn 2627 Queen Ave N Minneapolis, MN 55411	Inter-parish loan fund claim		\$496,459.89
Basilica of Saint Mary 88 North 17th Street Minneapolis, MN 55405	Kathlyn Noecker Faegre Baker Daniels 2200 Wells Fargo Center 90 S. Seventh Street Minneapolis, Minnesota 55402	Claims for contributions to various insurance and other plans	Contingent Unliquidated Disputed	Unknown
St. Hubert Catholic Community 8201 Main Street Chanhassen, MN 55317	St. Hubert Catholic Community c/o Fr. Rolf Tollefson 8201 Main Street Chanhassen, MN 55317	Claims for contributions to various insurance and other plans	Contingent Unliquidated Disputed	Unknown
Saint Thomas Academy 949 Mendota Heights Road Mendota Heights, MN 55120	Gina Kastel Faegre Baker Daniels 2200 Wells Fargo Center 90 S. Seventh Street Minneapolis, Minnesota 55402	Claims for contributions to various insurance and other plans	Contingent Unliquidated Disputed	Unknown

Dated: January 16, 2015

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, Thomas J. Mertens, Treasurer and Chief Financial Officer of The Archdiocese of Saint Paul and Minneapolis, the above-captioned debtor and debtor in possession, declare under penalty of perjury that I have read the foregoing List of Unsecured Creditors Holding Twenty Largest Unsecured Claims Against the Debtor and that it is true and correct to the best of my information and belief.

Dated: 1/16/15



 Thomas J. Mertens
 Treasurer and Chief Financial Officer
 The Archdiocese of Saint Paul and Minneapolis

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bankruptcy Case No. _____

The Archdiocese of Saint Paul and
Minneapolis,

Chapter 11 Case

Debtor.

STATEMENT OF AUTHORITY TO SIGN AND FILE PETITION

The undersigned, Joseph F. Kueppers, hereby declares under penalty of perjury, that I am the Secretary of The Archdiocese of Saint Paul and Minneapolis, a religious corporation organized and existing under the laws of the State of Minnesota, now Minn. Stat. § 315.16 (the "Corporation"), and that the resolution as set forth below was duly adopted by the members and the directors of the Corporation on December 11, 2014:

The Board of Directors of the Archdiocese of Saint Paul and Minneapolis, having been fully briefed on the financial status of the Corporation and the current status of the sex abuse claims asserted against the Archdiocese as a result of the 2013 Child Victims Act, do hereby approve the following resolution:

RESOLVED, that the Archdiocese of Saint Paul and Minneapolis is hereby authorized to file a petition for reorganization under Chapter 11 of the US Bankruptcy Code. The filing of the petition may be done at any time hereafter with the specific timing of the filing to be determined by the President and Vice President of the Corporation in consultation with the attorneys representing the Archdiocese in this matter.

Dated: Jan 14, 2015

Signed: _____

Printed Name: Joseph F. Kueppers

Address: 226 Summit Avenue
St Paul, MN 55102

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: _____ Bankruptcy Case No. _____

The Archdiocese of Saint Paul and
Minneapolis¹,

Debtor.

LIST OF MEMBERS OF THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

In accordance with Rules 1007(a)(1) and 1007(a)(3) of the Federal Rules of Bankruptcy Procedures, the debtor submits the following information:

<u>NAME AND ADDRESS OF MEMBERS</u>	<u>INTEREST²</u>
Archbishop John C. Nienstedt 226 Summit Avenue St. Paul, MN 55102	0%
Very Reverend Charles V. Lachowitz 226 Summit Avenue St. Paul, MN 55102	0%
Joseph F. Kueppers 226 Summit Avenue St. Paul, MN 55102	0%
Most Reverend Lee A Piché 226 Summit Avenue St. Paul, MN 55102	0%
Thomas J. Mertens 226 Summit Avenue St. Paul, MN 55102	0%

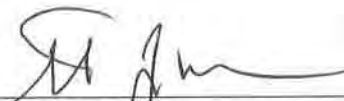
¹ The last four digits of the debtor's federal tax identification number are 3908. The debtor's mailing address is 226 Summit Avenue, Saint Paul, Minnesota 55102.

² As stated in its Certificate of Incorporation, the debtor is a non-profit, non-stock tax exempt corporation. Accordingly, there is no equity ownership interest in the debtor.

DECLARATION REGARDING LIST OF MEMBERS

The undersigned states under penalty of perjury that he is an authorized officer of The Archdiocese of Saint Paul and Minneapolis, the debtor-in-possession in this case, and is familiar with the financial affairs of the debtor. The undersigned further states and declares under penalty of perjury that the foregoing List of Members of The Archdiocese of Saint Paul and Minneapolis is true and correct to the best of my knowledge, information and belief.

Dated: 1/16/15



Thomas J. Mertens
Treasurer / Chief Financial Officer

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 15-30125

The Archdiocese of Saint Paul
and Minneapolis,

Chapter 11

Debtor.

ORDER CONFIRMING PLAN

This case came before the court pursuant to the *Third Amended Joint Plan of Reorganization* proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on September 25, 2018.

Pursuant to findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Archdiocese Insurance Settlement Agreements as defined in the joint plan, which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The joint plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the joint plan and this case.

2. Every class that voted, all of which are impaired, accepted the joint plan. As to the Class 6 Claimants, the overwhelming majority voted in favor of the plan.

3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental injunctions, and releases provided pursuant to the joint plan and the Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties as defined in the joint plan and Settling Insurer Entities as defined in the joint plan are also liable or possibly liable to some extent. Under the joint plan, the Protected Parties and Settling Insurers will make substantial contributions, as will the debtor, to provide for payment to the Tort Claimants, as defined in the joint plan. Such contributions are critical and significant contributions to the effective implementation of the joint plan, and the joint plan would not be feasible without such contributions. The debtor and the Protected Parties would not release their interests under the Settling Insurer Entity Policies, as defined in the joint plan, unless they obtained the benefits of the releases and injunctions under the joint plan. Resolution of the case would not have been possible without such releases and injunctions, and the Protected Parties and Settling Insurers would not have made contributions to the joint plan without the protections,

releases, and injunctions provided in the joint plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions - the Tort Claimants - have indicated by an overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the joint plan. The debtor provided specific and adequate notice of, among other things: (i) the releases and injunctions provided for in the joint plan and the Archdiocese Insurance Settlement Agreements, (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or object to such, releases or injunctions, and (iii) the names of the Settling Insurers and Protected Parties. The debtor published and mailed such notice broadly.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b) to approve the exculpation, release, and limitation of liability provisions of the joint plan and to issue the channeling injunction and other injunctions as provided in Article XIV of the joint plan.

6. The *Future Tort Claims Representative's Report and Recommendation* has been considered by the court and is accepted. The future tort claims representative is qualified to make the analysis and conclusions set forth in the report as a result of his background and experience. The report is comprehensive, and

the future tort claims representative has acted diligently in examining the potential for Future Tort Claims, as defined in the joint plan. Accordingly, the findings and recommendations contained in the report are adopted by the court and incorporated herein.

IT IS ORDERED:

A. CONFIRMATION. The joint plan filed and dated September 19, 2018 is confirmed.

B. BINDING EFFECT OF THE JOINT PLAN. Immediately upon the entry of this order, the terms of the joint plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the joint plan, any and all holders of claims and Interests as defined in the joint plan, any and all non-debtor parties to executory contracts, any and all Tort Claimants, including Future Tort Claimants, and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the joint plan, and whether or not such creditor has accepted or rejected the joint plan. All entities shall act or refrain from acting as set forth in the joint plan.

C. VESTING OF ESTATES' ASSETS. Except as otherwise provided herein or in the joint plan, and as of the effective date of the joint plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with

by the joint plan are vested in the trust or the reorganized debtor, or as may be otherwise set forth in the joint plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the joint plan or in this order, on the effective date of the joint plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt, including all Tort Claims as defined in the joint plan and Related Insurance Claims as defined in the joint plan, whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, that arose from any agreement the debtor entered into or obligation of the debtor incurred before the confirmation date, or from any conduct of the debtor prior to the confirmation date, or that otherwise arose before the confirmation date, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h), and 502(i), whether or not a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed

under 11 U.S.C. § 502, or the holder of such claim has accepted the joint plan.

E. EXCULPATION AND LIMITATION OF LIABILITY. Except as expressly provided in the joint plan, none of the Exculpated Parties, as defined in the joint plan, will have or incur any liability to, or be subject to any right of action by, any claimant, any other party in interest, or any of their respective representatives, financial advisors, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the joint plan, or the administration of the joint plan or the property to be distributed under the joint plan or the trust created, except for their willful misconduct or gross negligence and in all respects such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the joint plan or the reorganization case. Without limiting the generality of the foregoing, the debtor, its officers, board members, committee members, employees, financial advisors and other professionals shall be entitled to and granted the benefits of 11 U.S.C. § 1125(e). The Exculpated Parties, Protected Parties, the Settling Insurers and professionals

employed by the foregoing shall not have any liability to any entity, including any governmental entity or insurer, on account of payments made to a Tort Claimant, including any liability under the MSPA.

F. CHANNELING INJUNCTION.

(a) In consideration of the undertakings of the Protected Parties and Settling Insurer Entities under the joint plan, their contributions to the trust, and other consideration, and pursuant to their respective settlements with the debtor and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurer Entities, and pursuant to 11 U.S.C § 105:

(1) any and all Channeled Claims, as defined in the joint plan, are channeled into the trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the joint plan and the trust agreement as the sole and exclusive remedy for all holders of Channeled Claims; and

(2) all persons and entities who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are permanently stayed,

enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurer Entities, including:

(i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or Settling Insurer Entities or against the property of any of the Protected Parties or Settling Insurer Entities;

(ii) enforcing, attaching, collecting or recovering, by any manner or means, from any of the Protected Parties or Settling Insurer Entities, or the property of any of the Protected Parties or Settling Insurer Entities, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties, Settling Insurer Entities, or any other person or entity;

(iii) creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the

Settling Insurer Entities, or the property of the Protected Parties or the Settling Insurer Entities; and

(iv) asserting, implementing or effectuating any Channeled Claim of any kind against:

1. any obligation due any of the Protected Parties or Settling Insurer Entities;

2. any of the Protected Parties or Settling Insurer Entities; or

3. the property of any of the Protected Parties or Settling Insurer Entities.

G. SUPPLEMENTAL INJUNCTION PREVENTING PROSECUTION OF CLAIMS AGAINST SETTLING INSURER ENTITIES. Pursuant to 11 U.S.C. §§ 105(a) and 363 and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchases of insurance policies or Interests, as defined in the joint plan, in insurance policies from the debtor, Other Insured Entities, as defined in the joint plan, Seminaries, as defined in the joint plan, and Catholic Entities, as defined in the joint plan:

Any and all persons and entities who have held, now hold or who may in the future hold any Interests, including all

debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, perpetrators, other insurers, and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements, against any of the Protected Parties or the Settling Insurer Entities, that, directly or indirectly, arise from, relate to or is in connection with any of the Settling Insurer Entity Policies, any claim that would have been covered under a Settling Insurer Entity Policy but for an Insurance Settlement Agreement, any Tort Claim, Related Insurance Claim, Class 3 Claims, Class 12 Claims, Class 13 Claims, Class 14 Claims (as each is defined in the joint plan) are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the Settling Insurer Entities, the Settling Insurer Entity Policies, or Protected Parties, including:

(a) Commencing or continuing in any manner any action or other proceeding against the Settling Insurer Entities or the Protected Parties or the property of the Settling Insurer Entities or Protected Parties;

(b) Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Settling Insurer Entities or Protected Parties or the property of the Settling Insurer Entities or Protected Parties;

(c) Creating, perfecting, or enforcing any lien of any kind against the Settling Insurer Entities or Protected Parties or the property of the Settling Insurer Entities or Protected Parties;

(d) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurer Entities or Protected Parties or the property of the Settling Insurer Entities or Protected Parties; and

(e) Taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the joint plan.

H. EFFECTIVENESS OF RELEASES AND INJUNCTIONS. Except as otherwise expressly provided in the joint plan, for the consideration described therein, all persons and entities who have held, hold, or may hold Channeled Claims or claims against the Protected Parties or Settling Insurer Entities under the

Settling Insurer Entity Policies, whether known or unknown, and their respective civil law and Canon Law officers, directors, officials, representatives, council members, employees, accountants, agents, attorneys, and all others acting for or on their behalf, will be permanently enjoined on and after the effective date from: (i) commencing or continuing in any manner any action or any other proceeding of any kind with respect to any claim, including, but not limited to, any Tort Claim, any Future Tort Claim, or any Channeled Claim against the Protected Parties and Settling Insurer Entities or the property of the Protected Parties and ; (ii) asserting a claim against any person if as a result of such claim such person has or may have a claim against one or more of the Protected Parties or Settling Insurer Entities; (iii) seeking the enforcement, attachment, collection, or recovery by any manner or means, from any of the Protected Parties or Settling Insurer Entities, or from property of any of the Protected Parties or Settling Insurer Entities, with respect to any such Channeled Claim, of any judgment, award, decree, or order against any of the Protected Parties or Settling Insurer Entities; (iv) creating, perfecting, or enforcing any lien of any kind against the Protected Parties or Settling Insurer Entities with respect to any discharged claim or Channeled Claim; (v) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation

due to the parties with respect to any discharged claim or Channeled Claim; and (vi) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the joint plan or the joint plan documents, including the trust agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the Effective Date as defined in the joint plan, the injunctions provided for in the joint plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the joint plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141, and all injunctions or stays protecting Settling Insurer Entities are permanent and will remain in full force and effect following the Effective Date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the joint plan, any person or entity that is or was alleged to be a joint tortfeasor with the debtor or the Protected Parties in connection with any Tort Claim shall not be liable for the debtor's or Protected Parties' share of liability or fault for such claim.

K. REDUCTION. In any proceeding, suit, or action to recover or obtain insurance coverage or proceeds for a Tort Claim from an insurer that is an Other Insurer, as defined in the joint plan, the following shall apply:

- a. If the trust, a Protected Party, a Tort Claimant, or any other person or entity bound by the joint plan obtains a judgment against the Other Insurer, the judgment shall automatically be reduced by the amount, if any, that all Settling Insurer Entities would have been liable to pay such Other Insurer as a result of the Other Insurer's Related Insurance Claim against the Settling Insurer Entities. To ensure that such a reduction is accomplished, (a) the person or entity pursuing the Related Insurance Claim (whether the trust, the Protected Parties, a Tort Claimant, or any other person or entity bound by the joint plan) shall inform the Other Insurer of the existence of this judgment reduction provision at the time a claim is first asserted against the Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer Entity may be asserted as a defense in any proceeding, suit, or action to obtain insurance coverage or proceeds from that Other Insurer for a Tort Claim;

and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer Entity is determined to be valid by the court presiding over such action, the liability of the Other Insurer shall be reduced dollar for dollar by the amount so determined.

b. If, for any reason, any Other Insurer asserts a claim against a Settling Insurer Entity that it is entitled to obtain a sum certain from any of the Settling Insurer Entities as a result of a Related Insurance Claim, the person or entity who obtained a judgment or settlement against the Other Insurer shall reduce its judgment or claim against, or settlement with, such Other Insurer to the extent necessary to satisfy such Related Insurance Claims against the Settling Insurer Entities. To ensure that such a reduction is accomplished, the Settling Insurer Entities shall be entitled to assert this provision as a defense to any action against them brought by any Other Insurer and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect the Settling Insurer Entities from any liability for the Related Insurance Claim.

L. PAYMENT OF PROFESSIONAL FEES. The trust shall pay all unpaid allowed professional claims within seven days after the later of the effective date of the joint plan or the court's order on such claims.

M. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the joint plan to the entities specified in Local Rules 9013-3 and to all creditors and other parties in interest.

Dated: September 25, 2018

/e/ Robert J. Kressel

United States Bankruptcy Judge

EXHIBIT 5

Fill in this information to identify your case:

United States Bankruptcy Court for the:
DISTRICT OF MINNESOTA

Case number (if known) _____ Chapter you are filing under:
 Chapter 7
 Chapter 11
 Chapter 12
 Chapter 13

Check if this an amended filing

Official Form 201
Voluntary Petition for Non-Individuals Filing for Bankruptcy

12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Diocese of Duluth

2. All other names debtor used in the last 8 years
Include any assumed names, trade names and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 41-0713916

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
<u>2830 E. Fourth Street</u> <u>Duluth, MN 55812</u> Number, Street, City, State & ZIP Code	_____
<u>Saint Louis</u> County	Location of principal assets, if different from principal place of business

	Number, Street, City, State & ZIP Code

5. Debtor's website (URL) www.dioceseduluth.org

6. Type of debtor
 Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership
 Other. Specify: _____

7. Describe debtor's business A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
Railroad (as defined in 11 U.S.C. § 101(44))
Stockbroker (as defined in 11 U.S.C. § 101(53AB))
Commodity Broker (as defined in 11 U.S.C. § 101(6))
Clearing Bank (as defined in 11 U.S.C. § 781(3))
None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
Investment advisor (as defined in 15 U.S.C. §80a-3)

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.naics.com/search/.

8. Under which chapter of the Bankruptcy Code is the Debtor filing? Check one:

- Chapter 7
Chapter 9
Chapter 11. Check all that apply:
Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years after that).
The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operation, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
A plan is being filed with this petition.
Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No. Yes.

If more than 2 cases, attach a separate list.

Table with 3 columns: District, When, Case number. Two rows for listing cases.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No. Yes.

List all cases. If more than 1, attach a separate list

Table with 3 columns: Debtor, Relationship to you, Case number, if known. Two rows for listing cases.

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property? _____
Number, Street, City, State & ZIP Code

Is the property insured?

No

Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated Assets

<input type="checkbox"/> \$0 - \$50,000	<input checked="" type="checkbox"/> \$1,000,001 - \$10 million	<input type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0 - \$50,000	<input checked="" type="checkbox"/> \$1,000,001 - \$10 million	<input type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signature

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
I have been authorized to file this petition on behalf of the debtor.
I have examined the information in this petition and have a reasonable belief that the information is true and correct.
I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/06/2015 MM/DD/YYYY

X [Signature]
Signature of authorized representative of debtor
Title Vicar General

Rev. James Bissonette
Printed name

18. Signature of attorney

X [Signature]
Signature of attorney for debtor

Date 12/07/2015 MM/DD/YYYY

Phillip L. Kunkel
Printed name

Gray, Plant, Mooty, Mooty & Bennett, P.A.
Firm name

1010 West St. Germain, Suite 500
St. Cloud, MN 56301
Number, Street, City, State & ZIP Code

Contact phone (320) 202-5335 Email address phillip.kunkel@gpmlaw.com

058981
Bar number and State

Fill in this information to identify the case:

Debtor name Diocese of Duluth
United States Bankruptcy Court for the: DISTRICT OF MINNESOTA
Case number (if known) _____

Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/6/2015 X J. James Bissonette
Signature of individual signing on behalf of debtor

Rev. James Bissonette
Printed name

Vicar General
Position or relationship to debtor

Fill in this information to identify the case:

Debtor name Diocese of Duluth
 United States Bankruptcy Court for the: DISTRICT OF MINNESOTA
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Claimant 01 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 02 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 03 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 04 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 05 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

Debtor **Diocese of Duluth**
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Claimant 06 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 07 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 08 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 09 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 10 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 11 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 12 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

Debtor Diocese of Duluth Case number (if known) _____
 Name _____

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Doe 01 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Tort Claimant represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Doe 05 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Tort Claimant represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Doe 28 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Tort Claimant represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Doe 30 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Tort Claimant represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Doe 68 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Tort Claimant represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Doe 70 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Tort Claimant represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

Diocese of Duluth,
Debtor-in-Possession.

Case No.:

Chapter 11

STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

I, Marilyn Gratto, declare under penalty of perjury that I am the Secretary of the Diocese of Duluth, a diocesan religious corporation organized and existing under the laws of the State of Minnesota and that on Dec 3, 2015 the following resolution was duly adopted by the members and directors of this corporation:

“Whereas, it is in the best interest of this corporation to file a voluntary petition in the United State Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that Rev. James Bissonette, Vice-President of this corporation, or such other officer as he may designate, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a Chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that Rev. James Bissonette, Vice-President of this corporation, or such other officer as he may designate, is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case; and

Be It Further Resolved, that Rev. James Bissonette, Vice-President of this corporation, is authorized and directed to employ the law firm of Elsaesser Jarzabek Anderson Elliott & Macdonald, Chtd. to represent the corporation in such bankruptcy case.

Be It Further Resolved, that Rev. James Bissonette, Vice-President of this corporation, is authorized and directed to employ the law firm of Gray Plant Mooty Mooty Bennett, P.A., to represent the corporation in such bankruptcy case as local counsel.

Be It Further Resolved, that Rev. James Bissonette, Vice-President of this corporation, is authorized and directed to employ the law firm of Johnson, Killen & Seiler, P.A., Duluth, MN to represent the corporation in such bankruptcy case as local counsel.”

DIOCESE OF DULUTH

Date: 12/3/2015

Signed: Marilyn Gratto
Marilyn Gratto, Secretary
619 Lincoln Parkway
Duluth, MN 55806

EXHIBIT 6

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

BKY 15-50792

Diocese of Duluth,

Chapter 11

Debtor.

ORDER CONFIRMING PLAN

This case is before the court pursuant to the Third Modified Joint Chapter 11 Plan of Reorganization of the Diocese of Duluth (Docket No. 413) proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on October 21, 2019.

Pursuant to the findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Diocese Insurance Settlement Agreements as defined in the joint plan, which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The joint plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the joint plan and this case.

2. Every class that voted, all of which are impaired, accepted the joint plan.

3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental injunctions, and releases provided pursuant to the joint plan and the Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties as defined in the joint plan and Settling Insurer Entities as defined in the joint plan are also liable or possibly liable to some extent. Under the joint plan, the Protected Parties and Settling Insurers will make substantial contributions, as will the debtor, to provide for payment to the Tort Claimants, as defined in the joint plan. Such contributions are critical and significant contributions to the effective implementation of the joint plan, and the joint plan would not be feasible without such contributions. The debtor and the Protected Parties would not release their interests under the Settling Insurer Entity Policies, as defined in the joint plan, unless they obtained the benefits of the releases and injunctions under the joint plan. Resolution of the case would not have been possible without such releases and injunctions, and the Protected Parties and Settling Insurers would not have made contributions to the joint plan without protections, releases, and injunctions provided in the joint plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions - the Tort Claimants - have indicated by an

overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the joint plan. The debtor provided specific and adequate notice of, among other things: (i) the releases and injunctions provided for in the joint plan and the Diocese Insurance Settlement Agreements, (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or object to such, releases or injunctions, and (iii) the names of the Settling Insurers and Protected Parties. The debtor mailed such notice broadly.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1134(a) and (b) to approve the exculpation, release, and limitation of liability provisions of the joint plan and to issue the channeling injunction and other injunctions as provided in Article XIII of the joint plan.

6. The Unknown Tort Claims Representative's Report and Recommendation has been considered by the court and is accepted. The unknown tort claims representative is qualified to make the analysis and conclusions set forth in the report as a result of his background and experience. The report is comprehensive, and the unknown tort claims representative has acted diligently in examining the potential for Unknown Tort Claims, as defined in the joint plan. Accordingly, the findings and recommendations contained in the report are adopted by the court and incorporated herein.

IT IS ORDERED:

A. CONFIRMATION. The joint plan filed and dated October 15, 2019 is confirmed.

B. BINDING EFFECT OF THE JOINT PLAN. Immediately upon the entry of this order, the terms of the joint plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the joint plan, any and all holders of claims and Interests as defined in the joint plan, any and all non-debtor parties to executory contracts, any and all Tort Claimants, including Unknown Tort Claimants, and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the joint plan, and whether or not such creditor has accepted or rejected the joint plan. All entities shall act or refrain from acting as set forth in the joint plan.

C. VESTING OF ESTATES' ASSETS. Except as otherwise provided herein or in the joint plan, and as of the effective date of the joint plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with by the joint plan are vested in the trust or the reorganized debtor, or as may be otherwise set forth in the joint plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the joint plan or in this order, on the effective date of the joint

plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt that arose prior to the Effective Date, including all Tort Claims as defined in the joint plan and Related Insurance Claims as defined in the joint plan, whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i), whether or not a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed under 11 U.S.C. § 502, or the holder of such claim has accepted the joint plan.

E. EXCULPATION AND LIMITATION OF LIABILITY. Except as expressly provided in the joint plan, none of the Exculpated Parties, as defined in the joint plan, shall have or incur any liability for, and each Exculpated Party shall be released from, any Claim, Cause of Action or liability to any other Exculpated Party, to any holder of a Claim, or to any other party in interest, for any act or omission that occurred during and in connection with this Chapter 11 case or in connection with the preparation and Filing of this Chapter 11 case, the formulation, negotiation,

or pursuit of confirmation of the Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan, except for Claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Non-Appealable Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Committee and the Diocese and their respective officers, board and committee members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Section 1125(e) of the Bankruptcy Code and the Channeling Injunction.

F. CHANNELING INJUNCTION. Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurer Entities.

(a) In consideration of the undertakings of the Protected Parties and Settling Insurer Entities under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the

Protected Parties and any Settling Insurer Entities, and pursuant to Section 105 of the Bankruptcy Code:

(1) any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims; and

(2) all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurer Entities, including:

(i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or Settling Insurer Entities or against the property of any of the Protected Parties or Settling Insurer Entities;

(ii) enforcing, attaching, collecting or recovering, by any manner or means, from any of the

Protected Parties or Settling Insurer Entities, or the property of any of the Protected Parties or Settling Insurer Entities, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties, Settling Insurer Entities;

(iii) creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurer Entities, or the property of the Protected Parties or the Settling Insurer Entities;

(iv) asserting, implementing or effectuating any Channeled Claim of any kind against:

1. any obligation due any of the Protected Parties or Settling Insurer Entities;

2. any of the Protected Parties or Settling Insurer Entities; or

3. the property of any of the Protected Parties or Settling Insurer Entities.

(v) taking any act, in any manner, in any place whatsoever,

that does not conform to, or comply with, the provisions of the Plan;

and

(vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurer Entities, or the property of the Settling Insurer Entities.

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in the Plan shall inure to the benefit of the Protected Parties and Settling Insurer Entities. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

G. SUPPLEMENTAL SETTLING INSURER INJUNCTION.

(a) Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurer Entities. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchases of insurance policies or Interests in insurance policies from the

Diocese, Other Insured Entities, and Catholic Entities pursuant to Section 363(f) of the Bankruptcy Code:

(b) With the exception of the rights against the Reorganized Debtor retained by the holders of the Unknown Tort Claims, any and all Persons who have held, now hold or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, perpetrators, other insurers, and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Protected Parties, the Settling Insurer Entities, or any other Person covered or allegedly covered under the Settling Insurer Entity Policies, which directly or indirectly arise from, relate to, or are in connection with any Tort Claims that are covered or alleged to be covered under the Settling Insurer Entity Policies, or any Related Insurance Claims related to such Tort Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the Settling Insurer Entities, the Settling Insurer Entity Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with a Tort Claim including:

(1) Commencing or continuing in any manner any action or other proceeding against the Settling Insurer Entities or the Protected Parties or the property of the Settling Insurer Entities or Protected Parties;

(2) Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Settling Insurer Entities or Protected Parties or the property of the Settling Insurer Entities or Protected Parties;

(3) Creating, perfecting, or enforcing any lien of any kind against the Settling Insurer Entities or Protected Parties or the property of the Settling Insurer Entities or Protected Parties;

(4) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurer Entities or Protected Parties or the property of the Settling Insurer Entities or Protected Parties; and

(5) Taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

(c) All Claims described in this Section G, except for the rights of holders of Class 4 Claims, Class 5 Claims, and Class 6B Claims against the Reorganized Debtor, shall be channeled to

the Trust. This injunction shall not apply to any reinsurance Claim.

H. EFFECTIVENESS OF RELEASES AND INJUNCTIONS. Except as otherwise expressly provided in the joint plan, for the consideration described in the Insurance Settlement Agreements, all Persons who have held, hold, or may hold Channeled Claims or Claims against the Diocese Parties, the Protected Parties, or the Settling Insurance Entities, whether known or unknown, will be permanently enjoined on and after the Effective Date from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Tort Claim or any Unknown Tort Claim against the Settling Insurance Entities or the property of the Settling Insurance Entities with respect to any Claim or Channeled Claim; (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Settling Insurance Entities or the property of the Settling Insurance Entities, with respect to any Claim or Channeled Claim; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Settling Insurance Entities or the property of the Settling Insurance Entities with respect to any Claim or Channeled Claim; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Settling Insurance Entities with respect to any Claim or Channeled Claim;

and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of this Plan or any documents relating to the Plan, including, the Trust Agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this Section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the Effective Date as defined in the joint plan, the injunctions provided for in the joint plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the joint plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141, and all injunctions or stays protecting Settling Insurer Entities are permanent and will remain in full force and effect following the Effective Date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the joint plan, any person or entity that is or was alleged to be a joint tortfeasor with the debtor or the Protected Parties in connection with any Tort Claim shall not be liable for the debtor's or Protected Parties' share of liability or fault for such claim.

K. JUDGMENT REDUCTION.

a. In any proceeding, suit, or action to recover or obtain insurance coverage or proceeds for a Tort Claim from an

insurer that is not a Settling Insurer Entity ("Other Insurer"), the following shall apply: If the Trust, a Protected Party, a Tort Claimant, or any other Person bound by the Plan obtains a judgment against the Other Insurer, the judgment shall automatically be reduced by the amount, if any, that all Settling Insurer Entities would have been liable to pay such Other Insurer as a result of the Other Insurer's Related Insurance Claim against one or more Settling Insurer Entities. To ensure that such a reduction is accomplished, (a) the Person pursuing the Related Insurance Claim (whether the Trust, the Protected Parties, a Tort Claimant, or any other Person bound by the Plan) shall inform the Other Insurer of the existence of this judgment reduction provision at the time a Claim is first asserted against the Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer Entity may be asserted as a defense in any proceeding, suit, or action to obtain insurance coverage or proceeds from that Other Insurer for a Tort Claim; and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer Entity is determined to be valid by the court presiding over such action, the liability of the Other Insurer shall be reduced dollar for dollar by the amount so determined.

b. As provided in the Insurance Settlement Agreements, each Settling Insurer Entity agrees that it will not pursue any Related Insurance Claim that it might have against any Other

Settling Insurer Entity that does not assert a Related Insurance Claim against a corresponding Settling Insurer Entity. Notwithstanding the foregoing, if a Person pursues a Related Insurance Claim against a Settling Insurer Entity, then such Settling Insurer Entity shall be free to assert its Related Insurance Claims against such Person.

c. As provided in the Insurance Settlement Agreements, the Reorganized Debtor and the Trust shall use their best efforts to obtain, from all Other Insurers, if any, with which they execute a settlement agreement after the Effective Date, agreements similar to those contained in this Section.

L. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the joint plan to the entities specified in Local Rules 9013-3 and to all creditors and other parties in interest.

DATED: October 21, 2019

/s/ Robert J. Kressel
United States Bankruptcy Judge

EXHIBIT 7

Fill in this information to identify your case:

United States Bankruptcy Court for the:
 DISTRICT OF MINNESOTA

Case number (if known) _____ Chapter 11

Check if this an amended filing

Official Form 201 Voluntary Petition for Non-Individuals Filing for Bankruptcy

4/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. **Debtor's name** The Diocese of New Ulm

2. **All other names debtor used in the last 8 years**
 Include any assumed names, trade names and *doing business as* names

3. **Debtor's federal Employer Identification Number (EIN)** 41-0807570

<p>4. Debtor's address</p>	<p>Principal place of business</p> <p><u>1421 Sixth Street N</u> <u>New Ulm, MN 56073</u> <small>Number, Street, City, State & ZIP Code</small></p> <p><u>Brown</u> <small>County</small></p>	<p>Mailing address, if different from principal place of business</p> <p>_____ <small>P.O. Box, Number, Street, City, State & ZIP Code</small></p> <p>Location of principal assets, if different from principal place of business</p> <p>_____ <small>Number, Street, City, State & ZIP Code</small></p>
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5. **Debtor's website (URL)** www.dnu.org

6. **Type of debtor**

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: _____

Debtor The Diocese of New Ulm Case number (if known) _____
Name

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.
See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8131

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No.
- Yes.

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____

District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes.

List all cases. If more than 1, attach a separate list

Debtor _____ Relationship _____

District _____ When _____ Case number, if known _____

Debtor The Diocese of New Ulm Case number (if known) _____
 Name

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property? _____
 Number, Street, City, State & ZIP Code

Is the property insured?

No

Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input checked="" type="checkbox"/> 200-999		

15. Estimated Assets

<input type="checkbox"/> \$0 - \$50,000	<input type="checkbox"/> \$1,000,001 - \$10 million	<input type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input checked="" type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input checked="" type="checkbox"/> \$0 - \$50,000	<input type="checkbox"/> \$1,000,001 - \$10 million	<input type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

Debtor The Diocese of New Ulm Case number (if known) _____
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
I have been authorized to file this petition on behalf of the debtor.
I have examined the information in this petition and have a reasonable belief that the information is true and correct.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on March 3, 2017
MM / DD / YYYY

/s/ Monsignor Douglas L. Grams _____
Signature of authorized representative of debtor Printed name
Title Vicar General _____

18. Signature of attorney

/s/ James L. Baillie _____
Signature of attorney for debtor Date March 3, 2017
MM / DD / YYYY
James L. Baillie
Printed name
Fredrikson & Byron, P.A.
Firm name
200 S Sixth St, Ste 4000
Minneapolis, MN 55402
Number, Street, City, State & ZIP Code
Contact phone 612.492.7000 Email address _____
3980
Bar number and State

Fill in this information to identify the case:

Debtor name The Diocese of New Ulm

United States Bankruptcy Court for the: DISTRICT OF MINNESOTA

Case number (if known) _____

Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 3, 2017

X /s/ Monsignor Douglas L. Grams
Signature of individual signing on behalf of debtor

Monsignor Douglas L. Grams
Printed name

Vicar General
Position or relationship to debtor

Fill in this information to identify the case:

Debtor name The Diocese of New Ulm
 United States Bankruptcy Court for the: DISTRICT OF MINNESOTA
 Case number (if known): _____

Check if this is an amended filing

Official Form 204
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders 12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Claimant 010 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 030 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 037 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 038 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 057 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 059 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

Debtor The Diocese of New Ulm Case number (if known) _____
 Name _____

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Claimant 060 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 061 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 062 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 063 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 107 c/o Patrick Noaker Law Firm 333 Washington Avenue N. Ste 329 Minneapolis, MN 55401		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 109 c/o Patrick Noaker Law Firm 333 Washington Avenue N. Ste 329 Minneapolis, MN 55401		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 111 c/o Patrick Noaker Law Firm 333 Washington Avenue N. Ste 329 Minneapolis, MN 55401		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 122 c/o Patrick Noaker Law Firm 333 Washington Avenue N. Ste 329 Minneapolis, MN 55401		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

Debtor The Diocese of New Ulm Case number (if known) _____
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				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Claimant 125 c/o Patrick Noaker Law Firm 333 Washington Avenue N. Ste 329 Minneapolis, MN 55401		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 116 c/o Leander James James Veron Weeks P.A. 1626 Lincoln Way Coeur D Alene, ID 83814		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimant 117 c/o Leander James James Vernon Weeks P.A. 1626 Lincoln Way Coeur D Alene, ID 83814		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00
Claimants 72, 73, 74, 77, 78, 79, 80, 81, 82, 83, 122, 124, 125, 126, 128, 129, 131, 132, 133, 134, 135, 137, 143, 146, 147, 155, 157, 158, 172, 294, 295, 296, 300, 301, 315, 316, 317, 318, 377, 378, A-398, A-400, 423, 424, 425, 456, 466, 476, 501, 502, 503, 504, 511, 512, 513, 514, 541, 546, 559, 563, 571, 572, 573, 574, & 576 c/o Jeff Anderson and Assoc. 366 Jackson Street, Suite 100 Saint Paul, MN 55101		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

Debtor The Diocese of New Ulm Case number (if known) _____
 Name

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Claimants 127, 128, 130, 135, 138, 141, A-019, A-064, A-125, A-128, A-140, A-212, A-336, A-367, A-373, A-429, A-435, A-441 c/o Patrick Noaker Law Firm 333 Washington Avenue N. Ste 329 Minneapolis, MN 55401		Potential Tort Claimant, represented by counsel. Name and address to be filed under seal.	Contingent Unliquidated Disputed			\$0.00

United States Bankruptcy Court
District of Minnesota

In re The Diocese of New Ulm

Debtor(s)

Case No.

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder Security Class Number of Securities Kind of Interest

-NONE-

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Vicar General of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date March 3, 2017

Signature /s/ Monsignor Douglas L. Grams
Monsignor Douglas L. Grams

Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

Brown County District Court
14 South State Street
P.O. Box 248
New Ulm MN 56073

City of New Ulm
100 North Broadway
New Ulm MN 56073

IRS District Counsel
380 Jackson St Ste 650
Saint Paul MN 55101

MN Department of Revenue
Collection Enforcement
Mail Station 5130
St. Paul MN 55164

A.H. Hermel Company
Attn Officer, General or Agent
PO Box 447
Mankato MN 56002

Affiliated Community Med. Ctr.
Attn Officer, General or Agent
101 Willmar Ave PO Box 1318
Willmar MN 56201

Affiliated Medical Centers
Attn Officer, General or Agent
PO Box 1318
Willmar MN 56201

Alliance Management
601 Carlson Pkwy
Ste 110
Hopkins MN 55305

American Catholic Press
Attn Officer, General or Agent
16565 S State Street
South Holland IL 60473

Archdiocese of St. Paul & Mpls
Attn Officer, General or Agent
226 Summit Avenue
Saint Paul MN 55102

At Confernece
Attn Officer, General or Agent
PO Box 392490
Pittsburgh PA 15251

Athmann Inn
Attn Officer, General or Agent
PO Box 486
Bird Island MN 55310

Berens, O'Connor, et al
PO Box 428
New Ulm MN 56073

Best Western Plus
Attn Officer, General or Agent
2100 E Hwy 12
Willmar MN 56201

Blackbaud
Attn Officer, General or Agent
PO Box 930256
Atlanta GA 31193

Blank Rome, LLP
Attn Officer, General or Agent
1 Logan Square 130 N 18th St
Philadelphia PA 19103

Campus Religious Center
Attn Officer, General or Agent
1418 State Street
Marshall MN 56258

Card Services Coborns
Attn Officer, General or Agent
PO Box 7021
Brentwood TN 37024

Cardmember Service
Attn Officer, General or Agent
PO Box 790408
Saint Louis MO 63179

Chad Kraus
619 S Front Street
New Ulm MN 56073

Church of St. Catherine
900 E Flynn St PO Box 383
Attn Officer, General or Agent
Redwood Falls MN 56283

Church of St. Edward
409 N. Adams St RR 1 Box 431
Attn Officer, General or Agent
Minneota MN 56264

Church of St. Mary
255 W 4th Street PO Box 228
Attn Officer, General or Agent
Minneota MN 56264

Church of St. Mary
636 1st North
Attn Officer, General or Agent
Sleepy Eye MN 56085

Church of St. Raphael
Attn Officer, General or Agent
112 W Vandusen
Springfield MN 56087

Claimant 010
c/o Jeff Anderson and Assoc.
366 Jackson Street, Suite 100
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1626 Lincoln Way
Coeur D Alene ID 83814

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Saint Paul MN 55101

Claimant A-019
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Minneapolis MN 55401

Claimant A-064
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Minneapolis MN 55401

Claimant A-125
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Claimant A-373
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Claimant A-435
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Minneapolis MN 55401

Claimant A-441
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Minneapolis MN 55401

Claudia Broman
621 West Crescent Lane
Hutchinson MN 55350

Clifton Larson Allen LLP
Attn Officer, General or Agent
109 N Main Street
Austin MN 55912

Comcast
PO Box 3001
Southeastern PA 19398

Debra Blaschko
637 Grayhawk Drive
Mankato MN 56001

Diocesan Assessment
Attn Officer, General or Agent
PO Box 96992
Washington DC 20090

Ecowater Systems
Attn Officer, General or Agent
1204 South Broadway
New Ulm MN 56073

Felhaber Larson Fenlon & Vogt
Attn Officer, General or Agent
PO Box 860034
Minneapolis MN 55486

Greg Kraus
Kraus Tree Service
615 S Front Street
New Ulm MN 56073

Gutes Essen Deli & Catering
1314 8th Street North
New Ulm MN 56073

Hawk Alarm Systems Inc.
Attn Officer, General or Agent
PO Box 336
Mapleton MN 56065

Himle Rapp & Co., Inc.
Attn Officer, General or Agent
333 S 7th Street Suite 2400
Minneapolis MN 55402

Holiday Companies
Attn Officer, General or Agent
PO Box 860456
Minneapolis MN 55486

Holy Cross Afc
Attn Officer, General or Agent
605 N State Street
New Ulm MN 56073

Human Resource Technologies
Attn Officer, General or Agent
850 Emerald Court
Saint Paul MN 55112

Hy-Vee
Attn Officer, General or Agent
PO Box 250
New Ulm MN 56073

Hyvee Food Stores
Attn Officer, General or Agent
900 East Main Street
Marshall MN 56258

Ignatius Press
Attn Officer, General or Agent
PO Box 1339
Fort Collins CO 80522

Inst. for Priestly Formation
Attn Officer, General or Agent
2500 California Plaza
Omaha NE 68178

James Young & Associates
101 Main Street South #206
Hutchinson MN 55350

Jesus Our Living Water
Attn Officer, General or Agent
713 712th Street SW
Willmar MN 56201

Joni's Catering
Attn Officer, General or Agent
24 N Minnesota
New Ulm MN 56073

Journal
Attn Officer, General or Agent
PO Box 487
New Ulm MN 56073

KDUZ AM Radio
PO Box 366
Hutchinson MN 55350

Kemske Paper Company
Attn Officer, General or Agent
PO Box 817
New Ulm MN 56073

Kevin Johnson
316 1st Ave NW
Hutchinson MN 55350

Klassen Mechanical
PO Box 323
New Ulm MN 56073

KNUJ Radio Station
PO Box 368
New Ulm MN 56073

Kraus Lawn Care
615 South Front
New Ulm MN 56073

Kraus Tree Service
Attn Officer, General or Agent
615 S Front Street
New Ulm MN 56073

Kraus Weed & Feed
20462 140th Avenue
New Ulm MN 56073

Krista Kay Photography
691 Lakeshore Drive
Ortonville MN 56278

Lindenmyer Munroe
1930 Energy Park Drive
Saint Paul MN 55108

Liturgy Training Publications
Attn Officer, General or Agent
3949 S Racine Ave
Chicago IL 60609

Mantronics Mailing Systems
Attn Officer, General or Agent
PO Box 1880
Mankato MN 56002

Master Graphics of MN
Attn Officer, General or Agent
213 N Minnesota
New Ulm MN 56073

Max's Grill
Attn Officer, General or Agent
2425 W Lincoln Avenue
Olivia MN 56277

Medicare Blue RX
Attn Officer, General or Agent
PO Box 64002
Saint Paul MN 55164

Meier, Kennedy & Quinn, Chtd
2200 Bremer Tower
445 Minnesota Street
Saint Paul MN 55101

Mental Health Billing
Attn Officer, General or Agent
2515 18th St SW
Cedar Rapids IA 52404

Metro Sales, Inc.
Attn Officer, General or Agent
1620 East 78th Street
Minneapolis MN 55423

Minnesota Catholic Conference
Attn Officer, General or Agent
475 University Ave W Ste 100
Saint Paul MN 55103

Mount Olivet Lutheran Church
Attn Officer, General or Agent
5025 Knox Ave S
Minneapolis MN 55419

Neopost USA Inc.
Attn Officer, General or Agent
Dept 3689 PO Box 123689
Dallas TX 75312

Net Medix, Inc.
Attn Officer, General or Agent
PO Box 249
Lake Crystal MN 56055

New Ulm Public Utilities
Attn Officer, General or Agent
100 North Broadway
New Ulm MN 56073

Nu-Telecom
Attn Officer, General or Agent
27 N Minnesota St PO Box 697
New Ulm MN 56073

Omnicare of Annapolis Junction
Attn Officer, General or Agent
PO Box 713611
Cincinnati OH 45271

Paape Energy Services
Attn Officer, General or Agent
307 McKinzie St S. PO Box 1
Mankato MN 56001

Page 1 Printer
1929 Engebretson St
Slayton MN 56172

Paul C. Engh
Attorney at Law
220 S 6th Street Ste 1225
Minneapolis MN 55402

Pioneer Telephone
Attn Officer, General or Agent
PO Box 11018
Lewiston ME 04243

Plunkett's Pest Control
40 NE 52nd Way
Fridley MN 55421

Pontifical North Amer. College
Attn Officer, General or Agent
PO Box 447
Central Islip NY 11722

Preferred Printing
Attn Officer, General or Agent
107 W Main Street
Madelia MN 56062

Presstar Printing
801 Lake Street
Mankato MN 56003

Promesa Enterprises, Inc.
Attn Officer Agent or General
5316 Hwy 290 W Suite 500
Austin TX 78735

Quill
Attn Officer, General or Agent
PO Box 37600
Philadelphia PA 19101

Retzlaff's
Attn Officer, General or Agent
21 N Minnesota PO Box 453
New Ulm MN 56073

Reverend Mark Mallak
PO Box 270
Dawson MN 56232

River Region Co-op
Attn Officer, General or Agent
PO Box 665
Essig MN 56030

River Valley Lawn Care
Attn Officer, General or Agent
715 North Franklin
New Ulm MN 56073

River Valley Power Equipment
Attn Officer, General or Agent
1900 South Valley
New Ulm MN 56073

Riverbend Business Products
Attn Officer, General or Agent
1400 Madison Ave PO Box 4308
Mankato MN 56002

Runnings Supply, Inc.
Attn Officer, General or Agent
901 Highway 59 N
Marshall MN 56258

RVS Shredding
Attn Officer, General or Agent
PO Box 338
New Ulm MN 56073

Samuel Patet
2800 Hamline Avenue #235
Saint Paul MN 55113

Slayton Post Office
Attn Officer, General or Agent
2541 Broadway Ave
Slayton MN 56172

SSL Enterprises, Inc.
Attn Officer, General or Agent
626 N Minnesota Street
New Ulm MN 56073

St Luke Institute
Attn Officer, General or Agent
8901 New Hampshire Ave
Silver Spring MD 20903

St. Patrick's Guild
Attn Officer, General or Agent
1554 Randolph Avenue
Saint Paul MN 55105

State Industrial Products
Attn Officer, General or Agent
PO Box 74189
Cleveland OH 44194

Susan Kraus
615 South Front St
New Ulm MN 56073

The Jonas Center
Attn Officer, General or Agent
925 12th Street E Ste 101
Glencoe MN 55336

TKE Corp
Attn Officer, General or Agent
PO Box 933004
Atlanta GA 31193

Totalfunds by Hasler
Attn Officer, General or Agent
PO Box 30193
Tampa FL 33630

Turnkey Direct Marketing
Attn Officer, General or Agent
PO Box 261
Excelsior MN 55331

University of St. Thomas
Attn Officer, General or Agent
2115 Summit Ave Mail 5002
Saint Paul MN 55105

UNUM Life Insurance
Attn Officer, General or Agent
PO Box 406946
Atlanta GA 30384

Vast Broadband
Attn Officer, General or Agent
PO Box 35153
Seattle WA 98124

Verizon Wireless
Attn Officer, General or Agent
PO Box 25505
Lehigh Valley PA 18002

Waste Management
Attn Officer, General or Agent
PO Box 4648
Carol Stream IL 60197

Blackbaud
Attn: Officer or Agent
2000 Daniel Island Drive
Charleston SC 29492

Blue Cross Blue Shield of MN
Attn Officer, General or Agent
PO Box 64676
Saint Paul MN 55164

Church Mutual Insurance Co.
Attn: Officer or Agent
3000 Schuster Lane
Merrill WI 54452

Church of St. Mary, Willmar
Attn: Fr. Steve Verhelst
713 12th Street SW
Willmar MN 56201

David & Lori Broll
904 Hwy 15 S Suite G
Hutchinson MN 55350

Delta Dental of Minnesota
500 Washington Avenue South
Attn Officer or Agent Ste 2060
Minneapolis MN 55415

Digital Innovation, Inc.
134 Industry Lane, Suite 3
Forest Hill MD 21050

Human Resource Tech Inc.
Attn: Officer or Agent
850 Emerald Court
New Brighton MN 55112

Keith Marti
1011 North Franklin Street
New Ulm MN 56073

M&D Properties, LLC
c/o Mike Kral
56491 County Rd 15
New Ulm MN 56073

Maday Motors Inc.
2403 S. Broadway
New Ulm MN 56073

SMSU Campus Religious Center
Attn: William Pavot
1418 State Street
Marshall MN 56258

South Central Service Coop
Attn: Officer or Agent
2075 Lookout Drive
Mankato MN 56003

Stanley Seifert
28284 County Road 27
Sleepy Eye MN 56085

The Catholic Mutual Relief
Society of America
10843 Old Mill Road
Omaha NE 68154

Internal Revenue Service
PO Box 7346
Philadelphia PA 19101-7346

University of St. Thomas
Perkins Loan Office
2115 Summit Avenue AQU 2005
Saint Paul MN 55105

University of St. Thomas
St Paul Seminary
2260 Summit Ave Mail
Saint Paul MN 55105

University of St. Thomas
CHC 156 - Bonnie
2115 Summit Ave
Saint Paul MN 55105

**United States Bankruptcy Court
District of Minnesota**

In re The Diocese of New Ulm Case No. _____
Debtor(s) Chapter 11

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for The Diocese of New Ulm in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

March 3, 2017
Date

/s/ James L. Baillie
James L. Baillie 3980
Signature of Attorney or Litigant
Counsel for The Diocese of New Ulm
Fredrikson & Byron, P.A.
200 S Sixth St, Ste 4000
Minneapolis, MN 55402
612.492.7000 Fax:612.492.7077

EXHIBIT 8

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER CONFIRMING PLAN

This case is before the court pursuant to the Second Amended Joint Chapter 11 Plan of Reorganization dated March 6, 2020 proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on March 10, 2020.

Pursuant to the findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Insurance Settlement Agreements (as defined in the plan) which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the plan and this case.
2. Every class that was impaired has voted to accept the plan.
3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental settling insurer injunctions, and releases provided pursuant to the plan and such Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties, as defined in the plan and includes the debtor, and Settling Insurers (as defined in the plan), are also liable or possibly liable to some extent. Under the plan, such Protected Parties and Settling Insurers will make substantial contributions to provide for payment to the Survivor Claimants, as defined in the plan. Such contributions are

critical and significant contributions to the effective implementation of the plan, and the plan would not be feasible without such contributions. Such Protected Parties would not release their interests under the Settling Insurer Policies (as defined in the plan) unless they obtained the benefits of the releases and injunctions under the plan. Resolution of the case would not have been possible without such releases and injunctions, and such Protected Parties and Settling Insurers would not have made contributions to the plan without the protections, releases, indemnification, and injunctions provided in the plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions – the Survivor Claimants (as defined in the plan) – have indicated by an overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the plan.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b) to approve the exculpation, indemnification, release, and limitation of liability provisions of the plan and to issue the channeling injunction, supplemental settling insurer injunction, and other injunctions as provided in Article XIII of the plan.

6. The debtor and committee have complied with all applicable provisions of the bankruptcy code with respect to the plan and the solicitation of acceptances or rejections thereof. In particular, the plan complies with the requirements of 11 U.S.C. §§ 1125 and 1126 as follows:

a. The debtor and committee complied with this court’s order [Docket No. 343] approving notice and solicitation procedures and served the materials designated in the certificate of service [Docket No. 351] in full compliance with the court’s order.

b. The debtor and committee published a notice concerning the plan, confirmation objection deadline, and confirmation hearing date in national and local publications as required by this court’s order.

c. Copies of the plan and disclosure statement have been available upon request from the debtor's and committee's counsel and, free of charge, from the debtor's and court's website.

d. The debtor and the committee provided specific and adequate notice of, among other things, (i) the releases, indemnification, and injunctions provided for in the plan and the Insurance Settlement Agreements (as defined in the plan), (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or to object to, the releases or injunctions, (iii) the names of the Settling Insurers and Protected Parties (as the foregoing capitalized terms are defined in the plan) and (d) the confirmation hearing and all relevant dates, deadlines, procedures and other information relating to the plan and the solicitation of votes on the plan.

e. Based on the foregoing and this court's order, all persons entitled to receive notice of the disclosure statement, plan, and the confirmation hearing have received proper, timely and adequate notice in accordance with this court's order, the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules, and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

IT IS ORDERED:

A. CONFIRMATION. The plan filed and dated March 6, 2020, is confirmed.

B. BINDING EFFECT OF THE PLAN. Immediately upon entry of this order, the terms of the plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the plan, and all holders of claims and Interests (as defined in the plan), any and all non-debtor parties to executory contracts, any and all Survivor Claimants,

including Unknown Survivor Claimants and Late-Filed Survivor Claimants (as the foregoing capitalized terms are defined in the plan) and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the plan, and whether or not such creditor has accepted or rejected the plan. All entities shall act or refrain from acting as set forth in the plan.

C. VESTING OF ESTATE'S ASSETS. Except as otherwise provided in this order or in the plan, and as of the effective date of the plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with by the plan are vested in the trust or the reorganized debtor, or as may otherwise be set forth in the plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the plan or in this order, on the effective date of the plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt that arose prior to the effective date, including all Survivor Claims and Related Insurance Claims (as the foregoing capitalized terms are defined in the plan), whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i), whether or not a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed under 11 U.S.C. § 502, or the holder of such claim has accepted the plan.

E. EXCULPATION AND LIMITATION OF LIABILITY. Except as expressly provided in the plan, none of the Exculpated Parties (as defined in the plan) shall have or incur any

liability for, and each such Exculpated Party shall be released from, any claim, cause of action or liability to any other Exculpated Party, to any holder of a claim, or to any other party in interest, for any act or omission that occurred during and in connection with this case or in connection with the preparation and filing of this case, the formulation, negotiation or pursuit of confirmation of the plan, the consummation of the plan and the administration of the plan or the property to be distributed under the plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud or breach of the fiduciary duty of loyalty of any such Exculpated Party, in each case subject to determination of such by non-appealable order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities, if any, under the plan. Without limiting the generality of the foregoing, the committee, the debtor and their respective officers, board and committee members, employees, attorneys, financial advisors and other professionals shall be entitled to and granted the benefits of 11 U.S.C. § 1125(e) and the channeling injunction.

F. CHANNELING INJUNCTION. Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan).

1. In consideration of the undertakings of the Protected Parties and the Settling Insurers under the plan, their contributions to the Trust (as defined in the plan) and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among such Protected Parties and Settling Insurers, and pursuant to 11 U.S.C. §§ 105 and 363:

i. any and all Channeled Claims (as defined in the plan) are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the plan and the Trust Agreement as the sole and exclusive remedy for all holders of such Channeled Claims; and

ii. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any such Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers (as the foregoing capitalized terms are defined in the plan), including:

a. commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Channeled Claim against any of the Protected Parties or the Settling Insurers (as defined in the plan), or against the property of any of such Protected Parties or Settling Insurers;

b. enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the Settling Insurers (as defined in the plan), or the property of any of such Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled

Claim (as defined in the plan) against any such Protected Parties or Settling Insurers;

c. creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim (as defined in the plan) against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

d. asserting, implementing, or effectuating, any Channeled Claim (as defined in the plan) of any kind against:

1. any obligation due any of the Protected Parties or the Settling Insurers (as defined in the plan);

2. any such Protected Parties or Settling Insurers;

or

3. the property of any of such Protected Parties or Settling Insurers.

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan; and

f. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or

the property of the Settling Insurers (as the foregoing capitalized terms are defined in the plan).

The Channeling Injunction is an integral part of the plan and is essential to the plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan). In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

G. SUPPLEMENTAL SETTLING INSURER INJUNCTION. Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers (as defined in the plan).

1. Pursuant to 11 U.S.C. §§ 105(a) and 363 and in consideration of the undertakings of such Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies, free and clear of all Interests pursuant to 11 U.S.C. § 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests, including all debt holders, all equity holders, all such Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to any such Insurance Settlement Agreement, against any of the Protected

Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) which, directly or indirectly, arise from, relate to, or are in connection with any such Survivor Claims that are covered or alleged to be covered under such Settling Insurer Policies, or any Related Insurance Claims (as defined in the plan) related to such Survivor Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against such Settling Insurers, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with any such Survivor Claim, including:

- i. Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan), or the property of such Protected Parties or Settling Insurers;**
- ii. Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;**
- iii. Creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;**

iv. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers; and

v. Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan.

H. EFFECTIVENESS OF RELEASES AND INJUNCTION. Except as otherwise expressly provided in the plan, for the consideration described in the Insurance Settlement Agreements, all persons who have held, hold or may hold Channeled Claims against the Protected Parties or the Settling Insurers under the Settling Insurer Policies (as the foregoing capitalized terms are defined in the plan), whether known or unknown, will be permanently enjoined on and after the effective date of the plan from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Survivor Claim against the Settling Insurers or the property of the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers, with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (c) creating, perfecting or enforcing any encumbrance of any kind against the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to the Settling Insurers

with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the plan or any documents relating to the plan, including the Trust Agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the effective date of the plan, the injunctions provided for in the plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141 and all injunctions or stays protecting the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan) are permanent and will remain in full force and effect following the effective date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the plan, any person or entity that is or was alleged to be a joint tortfeasor with the Protected Parties in connection with any Survivor Claim (as the foregoing capitalized terms are defined in the plan) shall not be liable for such Protected Parties' share of liability or fault for such claim.

K. JUDGMENT REDUCTION.

1. In any proceeding, suit or action to recover or obtain insurance coverage or proceeds for a Survivor Claim from an Other Insurer (as the foregoing capitalized terms are defined in the plan) the following shall apply: If the Trust, a Protected Party, a Survivor

Claimant or any other person bound by the plan obtains a judgment against an Other Insurer (as the foregoing capitalized terms are defined in the plan), the judgment shall automatically be reduced by the amount, if any, that all Settling Insurers (as defined in the plan) would have been liable to pay such Other Insurer as a result of its Related Insurance Claim (as defined in the plan) against one or more such Settling Insurers. To ensure that such a reduction is accomplished, (a) the person pursuing the Related Insurance Claim, whether the Trust, the Protected Parties, a Survivor Claimant or any other person bound by the plan, shall inform the Other Insurer (as the foregoing capitalized terms are defined in the plan) of the existence of this judgment reduction provision at the time a claim is first asserted against such Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) may be asserted as a defense in any proceeding, suit or action to obtain insurance coverage or proceeds from such Other Insurer for a Survivor Claim, as defined in the plan; and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) is determined to be valid by the court presiding over such action, the liability of such Other Insurer shall be reduced dollar for dollar by the amount so determined.

2. As provided in the Insurance Settlement Agreements, each Settling Insurer agrees that it will not pursue any Related Insurance Claim that it might have against any other Settling Insurer that does not assert a Related Insurance Claim against a corresponding Settling Insurer (as the foregoing capitalized terms are defined in the plan). Notwithstanding the foregoing, if a person pursues such a Related Insurance Claim against

such a Settling Insurer, then such Settling Insurer shall be free to assert such Related Insurance Claims against such person.

3. As provided in the Insurance Settlement Agreements, the debtor and the Trust shall use their best efforts to obtain, from all Other Insurers (as the foregoing capitalized terms are defined in the plan), if any, with which they execute a settlement agreement after the effective date, agreements similar to those contained in this section.

L. PROFESSIONAL FEES AND OTHER ADMINISTRATIVE EXPENSES. All applications for award of compensation or expenses to a trustee, examiner, attorney or other professional person, and all other requests to order payment of an administrative expense, shall be made by motion under Local Rules 2016-1 or 3002-2, and shall be served and filed within 30 days after the date of this order.

M. OBJECTIONS TO CLAIMS. All objections to claims, except objections to administrative expense claims, objections to Survivor Claims, or objections arising solely under 11 U.S.C. § 502(d), shall be made by motion under Local Rule 3007-1, and shall be served and filed within 90 days after the effective date of the plan, or 30 days after the claim is filed, whichever is later. Any claim objections arising solely under 11 U.S.C. § 502(d) are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting an avoidance claim.

N. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the plan to the entities specified in Local Rule 9013-3 and to all creditors and other parties in interest.

DATED: *March 10, 2020*

/e/ Robert J. Kressel
United States Bankruptcy Judge

EXHIBIT 9

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY 15-50792

Diocese of Duluth,

Chapter 11

Debtor-in-Possession.

ORDER GRANTING MOTION FOR EXPEDITED RELIEF; ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM; APPROVING SEXUAL ABUSE PROOF OF CLAIM FORM; APPROVING FORM AND MANNER OF NOTICE; AND APPROVING CONFIDENTIALITY PROCEDURE

This case is before the court on the motion of the debtor for an order establishing deadlines for filing proofs of claim, approving proof of claim forms, approving the form and manner of notice, and approving confidentiality procedures in connection with the filing of proofs of claim.

Based on the motion and the file,

IT IS ORDERED:

1. The debtor’s motion for expedited relief is granted.
2. The debtor’s motion for an order establishing deadlines for filing proofs of claim, approving proof of claim forms, approving the form and manner of notice, and approving confidentiality procedures in connection with the filing of proofs of claim is granted as set forth in this order.

FORM

3. The Sexual Abuse Proof of Claim Form, the Sexual Abuse Claims Filing Deadline Notice and the Publication Notice, in the forms attached as Exhibits A, B, and C are approved.

Creditors with claims other than sexual abuse claims may use the official proof of claim form 410.

NOTICE OF ELECTRONIC ENTRY AND FILING ORDER OR JUDGMENT
Filed and Docket Entry made on 01/07/2016
Lori Vosejka, Clerk, by LH

NOTICE

4. The form and manner of notice as approved in this order fulfill the notice requirements of the Federal Rules of Bankruptcy Procedure and the local rules of this court. Notice of the filing deadlines in the form and manner attached is fair and reasonable and will provide sufficient notice to all creditors of their rights and obligations in connection with claims they may assert in this case. Accordingly, the debtor is authorized and directed to serve and publish the notices in the manner described in this order.

DEADLINE FOR TIMELY FILING CLAIMS

5. The last day to timely file a proof of claim in this case is set as **May 25, 2016**. This deadline applies to all persons, including sexual abuse claimants, and entities, other than governmental units.

6. The last day for any governmental unit to file a timely proof of claim is **June 6, 2016**.

REQUIREMENTS FOR SEXUAL ABUSE PROOF OF CLAIM FORMS

7. Persons asserting claims arising from sexual abuse as that term is defined in Minnesota Statutes § 541.073(1), as well as from molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which such persons believe that the debtor may be responsible shall file a Sexual Abuse Proof of Claim Form (Exhibit A).

8. The Clerk of Court shall maintain a copy of each Sexual Abuse Proof of Claim Form in electronic form in accordance with the confidentiality procedures outlined below. The Clerk of Court will assign each Sexual Abuse Proof of Claim Form a number and shall list that number on the public docket without a link to the Sexual Abuse Proof of Claim Form and without the name

of the claimant. All original Sexual Abuse Proof of Claim Forms shall be turned over to the attorneys for the debtor at regular intervals.

CONFIDENTIALITY PROCEDURES

9. Sexual Abuse Proof of Claim Forms shall be submitted pursuant to the following confidentiality procedures:

- i. Sexual Abuse Claimants shall mail or deliver the original of a Sexual Abuse Proof of Claim Form to the Clerk of the United States Bankruptcy Court for the District of Minnesota at the following address: 301 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415 Attention: Heidi.
- ii. Sexual Abuse Proof of Claim Forms maintained by the Clerk of Court will not be available for viewing or copying unless otherwise ordered by the court. This confidentiality procedure is for the benefit of the Sexual Abuse Claimants. Accordingly, Sexual Abuse Claimants may elect to make any of the information contained in a Sexual Abuse Proof of Claim Form public, even if they elected to file the Sexual Abuse Proof of Claim Form confidentially. If a Sexual Abuse Claimant affirmatively indicates by checking the box in Part 1 of the Sexual Abuse Proof of Claim Form that the claim is to be made public, that claim will be added to the public claims register. If no box is checked or if both boxes are checked on a Sexual Abuse Proof of Claim Form, that form shall not be made public.
- iii. Sexual Abuse Proof of Claim Forms submitted by Sexual Abuse Claimants shall be held and treated as confidential by the debtor and its counsel and upon request to the permitted parties listed below, subject to each permitted party executing and returning to the debtor's counsel a confidentiality agreement, and to such other persons as the court determines; provided, however, that all parties with access to the Sexual Abuse Proof of Claim Forms shall agree to keep the information provided in a Sexual Abuse Proof of Claim Form confidential (unless the Sexual Abuse Claimant elects otherwise in Part 1 of the Sexual Abuse Proof of Claim Form). Permitted parties may obtain copies of Sexual Abuse Proof of Claim Forms in accordance with the terms of an applicable confidentiality agreement only from counsel for the debtor, and shall not seek or obtain such documents from the clerk of court.
- iv. Permitted parties include: (a) counsel for the debtor; (b) officers and employers of the debtor who are necessary to assist the debtor and its counsel address issues with respect to Sexual Abuse Claims; (c) counsel

for the committee of unsecured creditors; (d) insurance companies or their successors, including any authorized claim administrators of such insurance companies, that issued or allegedly issued policies to the debtor and their reinsurers and attorneys; (e) any future claims representative appointed by the court in this case; (f) any mediator, special arbitrator or claims reviewer appointed by the court to review and resolve the Sexual Abuse Claims; (g) any trustee appointed to administer payments to Sexual Abuse Claimants; (h) authorized representatives of a department of corrections with respect to a Sexual Abuse Claim by a Sexual Abuse Claimant who is incarcerated but only to the extent such disclosure is authorized under applicable non-bankruptcy law; (i) members of the committee of unsecured creditors and their personal counsel (after the Sexual Abuse Proof of Claim Form has been redacted to remove the Sexual Abuse Claimant's name, address and any other information identified in Part 2(A) or 3 of the Sexual Abuse Proof of Claim Form and the signature block); (j) law enforcement in the city or county where the Sexual Abuse Claim arose; (k) auditors of the United States Conference of Catholic Bishops charged with preparing annual audits of diocesan compliance with the Charter for the Protection of Children and Young People; (l) each parish identified in a sexual abuse proof of claim, and the following personnel from the identified parish: (i) the pastor; (ii) the trustees serving on the parish finance council; (iii) the chairperson of the parish finance counsel; (iv) the business administrator of the parish; (v) attorneys serving as counsel to the parish; and (vi) the parish's insurance company; and (m) such other persons as the court determines should have the information in order to evaluate Sexual Abuse Claims only upon a motion by the debtor or the committee of unsecured creditors.

10. In addition to the foregoing, counsel for the debtor and the committee of unsecured creditors are authorized to provide copies of an individual claimant's Sexual Abuse Proof of Claim and any other documents filed in connection with the individual claimant's Sexual Abuse Proof of Claim to counsel representing such individual claimant. Permitted parties and their attorneys shall be authorized to review proofs of claim upon execution of a confidentiality agreement agreed upon by the debtor and the committee of unsecured creditors or pursuant to further order of the court. The court may approve additional permitted parties upon motion.

11. Access to the Sexual Abuse Proof of Claim Forms extends only to the individual who executes the confidentiality agreement. A separate confidentiality agreement must be signed by each individual who seeks access to the records on behalf of a permitted party.

TIMING AND FORM OF NOTICE

12. As soon as reasonably practicable after the entry of this order, the Clerk of Court shall give notice by United States mail, first-class postage prepaid, or by electronic means, of the non-tort claim filing deadline to (a) the United States Trustee for the District of Minnesota; (b) counsel to the committee of unsecured creditors; (c) all persons and entities that have filed a notice of appearance in this case; (d) all persons and entities that have previously filed proofs of claims in this Chapter 11 case.

13. As soon as reasonably practicable, but in any event no later than five business days after the entry of this order, the debtor shall serve by United States mail, first-class postage prepaid, the Sexual Abuse Claim Filing Deadline Notice (Exhibit B) and the Sexual Abuse Proof of Claim Form (Exhibit A) on the United States Trustee, and on known Sexual Abuse Claimants who have:

- i. Filed pending lawsuits against the debtor alleging that they were sexually abused by employees or agents of the debtor or by clergy previously assigned to the debtor or any others for whom the debtor may be liable;
- ii. Provided to the debtor under Minn. Stat. § 549.09 a written notice of claim of sexual abuse by employees or agents of the debtor or by clergy previously assigned to the debtor or any others for whom the debtor may be liable;
- iii. Contacted the debtor to claim that they were sexually abused as a minor by employees or agents of the debtor or by clergy previously assigned to the debtor or any others for whom the debtor may be liable;
- iv. Are otherwise known to the debtor to be a Sexual Abuse Claimant through reasonably-ascertainable records.

14. The service of the Sexual Abuse Claim Filing Deadline Notice and Sexual Abuse Proof of Claim Form on Sexual Abuse Claimants shall be accomplished through such Sexual Abuse Claimants' attorneys, if previously identified as counsel for such Sexual Abuse Claimant in connection with a Sexual Abuse Claim, and directly on all other known potential Sexual Abuse Claimants that have been identified and located by the debtor through reasonably diligent efforts.

15. The Publication Notice and the Sexual Abuse Claim Filing Deadline Notice shall include a reference to this court's website (www.mnb.uscourts.gov) where all claim forms shall be made available.

16. The service outlined above shall constitute service on all known creditors of the debtor. All other creditors of the debtor shall be deemed to be unknown for the purpose of service of notice of the Claim Filing Deadline.

17. The debtor shall also provide notice of the Claim Filing Deadline established in this order by causing a copy of the Publication Notice (Exhibit C) to be published as follows:

- i. Publication four times in each of the following publications, with the first publication to occur within thirty days of the service of the claim filing deadline packages, the second publication to occur approximately thirty after the first notice, the third publication to occur approximately thirty days after the second notice, and the fourth publication to occur approximately thirty days after the third notice:
 - *National Publication*: USA Today – National Edition
 - *Catholic Publications (and their respective websites)*:
 - National Catholic Reporter (National)
 - The National Catholic Register (National)
 - The Northern Cross (Regional)
 - *Local Publications (and their respective websites)*:

- Minneapolis Star Tribune
- St. Paul Pioneer Press
- The Minnesota Daily
- Duluth News Tribune
- Post-Bulletin (Rochester)
- St. Cloud Times
- Brainerd Dispatch
- Grand Forks Herald
- Winona Daily News
- The Bemidji Pioneer
- Crookston Daily News
- The Free Press (Mankato)
- The Journal (New Ulm)
- Mesabi Daily News (Virginia)
- Hibbing Daily Tribune
- Grand Rapids Herald Review
- International Falls Journal
- The Duluthian

- ii. The debtor, in consultation with the official committee of unsecured creditors, shall identify Native American publications of the Native American populations within the Diocese's geographical area. The debtor shall cause Publication Notice to be published in these publications on the same schedule set forth above.
- iii. The debtor will request that the Publication Notice is published in the above listed publications in a location other than among the standard legal notices.
- iv. In addition to the Publication Notice, the debtor will send copies of the Sexual Abuse Claim Filing Deadline Notice to the publications listed above and to the following:
 - The Associated Press of Minnesota
 - WCCO-AM
 - Minnesota Public Radio
 - KARE-TV
 - KMSP-TV
 - KSPR-TV
 - WCCO-TV
 - Each diocese in Minnesota

18. The debtor shall provide further notice of the Claim Filing Deadline by taking the following measures:

- i. Within five business days of the entry of this order, the debtor will post the component parts of the Sexual Abuse Claim Filing Deadline Package and the Non-Tort Claim Filing Deadline on the following public website: <http://www.dioceseduluth.org>;
- ii. Within five business days of the entry of this order, the debtor will provide a copy of the Publication Notice and component parts of the Sexual Abuse Claim Filing Deadline Package to the Survivors Network of the Abused by Priests and request that it post the same on its website at www.snapnetwork.org;
- iii. Within five business days of the entry of this order, the debtor will provide a copy of the Publication Notice and component parts of the Sexual Abuse Claim Filing Deadline Package to Jeff Anderson and Associates P.A. and request that it post the same on its websites at www.andersonadvocates.com;
- iv. The debtor will maintain a telephone number published on their website at <http://www.dioceseduluth.org> which may be used by Sexual Abuse Claimants to ask questions or obtain copies of the Sexual Abuse Claim Filing Deadline Package or parts thereof;
- v. Within two weeks of the service of the Sexual Abuse Claim Filing Deadline Package, the debtor will provide a copy of the Publication Notice and the Sexual Abuse Claim Filing Deadline Notice to the following offices/entities and request that each recipient publicly post such notice until the expiration of the Claim Filing Deadline: (a) The Minnesota Attorney General; (b) the county attorney, the county court administrator, and sheriff's department for each of the counties within the Diocese's geographical area; (c) the Minnesota Department of Health's locations within the Diocese's geographical area; (d) each hospital in the Diocese's geographical area; and (e) each of the 74 parishes.
- vi. The debtor will send a letter to each parish requesting that such parish display the Publication Notice and Sexual Abuse Claim Filing Deadline Notice in a prominent location within the church or school. The letter will also request that the notices be published prominently once a month in the parishes' weekly bulletins until the Claim Filing Deadline. The letter will also request that each pastor, canonical administrator, or parochial vicar remind parishioners of the availability of information concerning the Claim Filing Deadline. The letter will also request that parishes disseminate the Publication Notice and Sexual Abuse Claim Filing Deadline Notice by email to their

- respective distribution lists. The letter shall request confirmation as to whether the parish has complied with the publication request and shall request (i) the dates of publication of the notices in the parish's bulletin; and (ii) a copy of the parish bulletin including such notice.
- vii. The debtor will mail a copy of the Sexual Abuse Claim Filing Deadline Notice to all licensed alcohol and addiction treatment centers in the state of Minnesota, as identified by counsel for the committee of unsecured creditors, and to persons identified by counsel for the official committee of unsecured creditors as licensed therapists presently working with sexual abuse claimants.
 - viii. The Bishop shall request that each pastor, canonical administrator, or parochial vicar read a letter from the Bishop at least two times before the Claim Filing Deadline. The letter from the Bishop shall state that the Bishop requested that the letter be read; that the Claim Filing Deadline is May 25, 2016; that the Bishop requests that people inform their family members about the Claim Filing Deadline; and that the filing of a claim can be done confidentially.

19. Each request described in paragraph 18(v) and (vi) above shall be on the debtor's letterhead and signed by an officer of the debtor. The request described in 18(vi) above, shall include a space at the bottom for the recipient to indicate whether it will comply with the request and a stamped self-addressed return envelope. The debtor will report on compliance to the committee of unsecured creditors.

20. In addition, the Clerk of Court shall post the Sexual Abuse Proof of Claim Form, the Sexual Abuse Claims Filing Deadline Notice and Publication Notice on the website for the United States Bankruptcy Court for the District of Minnesota by adding a link on the court's home page (www.mnb.uscourts.gov) to easily access filing deadline information.

Dated: January 7, 2016

/e/ Robert J. Kressel

Robert J. Kressel
United States Bankruptcy Judge

Exhibit A – Sexual Abuse Proof of Claim Form

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

Case No.: 15-50792

Diocese of Duluth,

Chapter 11

Debtor-in-Possession.

SEXUAL ABUSE PROOF OF CLAIM

IMPORTANT:
THIS FORM MUST BE RECEIVED NO LATER THAN
MAY 25, 2016

Carefully read the instructions included with this SEXUAL ABUSE PROOF OF CLAIM and complete ALL applicable questions. Please print clearly and use blue or black ink. Send the **original** to the U.S. Bankruptcy Court Clerk at the following address: Office of the Clerk of Court, U.S. Bankruptcy Court District of Minnesota, 301 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415 Attention: Heidi.

THIS PROOF OF CLAIM IS FOR CLAIMANTS OF SEXUAL ABUSE ONLY. YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

A sexual abuse claim includes any claim arising from sexual abuse as that term is defined in Minnesota Statutes § 541.073(1), as well as from molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which such persons believe that the Diocese may be liable.

TO BE VALID, THIS PROOF OF CLAIM MUST BE SIGNED BY YOU OR YOUR ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT IS DECEASED OR INCAPACITATED, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT’S REPRESENTATIVE OR THE ATTORNEY FOR THE ESTATE. IF THE SEXUAL ABUSE CLAIMANT IS A MINOR, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT’S PARENT OR LEGAL GUARDIAN, OR THE SEXUAL ABUSE CLAIMANT’S ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT DIES AFTER THE SUBMISSION OF THIS FORM, BUT BEFORE THE CLAIM IS RESOLVED, NOTIFICATION OF THE DEATH MUST BE PROVIDED TO THE COURT AT THE ADDRESS ABOVE.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to five years, or both. 18 U.S.C. §§ 152 and 3571.

UNLESS YOU INDICATE OTHERWISE IN PART 1 BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL, AND OUTSIDE THE PUBLIC RECORD. HOWEVER, INFORMATION IN THIS CLAIM WILL BE PROVIDED PURSUANT TO COURT-APPROVED CONFIDENTIAL GUIDELINES TO COUNSEL FOR THE COMMITTEE OF UNSECURED CREDITORS, AND OTHER COURT-APPROVED THIRD PARTIES IN ORDER TO EVALUATE THE CLAIM.

YOUR PROOF OF CLAIM MAY BE DISPUTED OR HONORED IN WHOLE OR IN PART. THE DEBTOR RESERVES THE RIGHT TO OBJECT OR TO ASSERT OFFSETS OR DEFENSES AGAINST ANY FILED PROOF OF CLAIM FORM

PART 1: CONFIDENTIALITY

THIS SEXUAL ABUSE PROOF OF CLAIM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS) WILL BE MAINTAINED AS CONFIDENTIAL UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW.

- I want my Proof of Claim (along with any accompanying exhibits and attachments) to be kept **confidential**.
- I want my Proof of Claim (along with any accompanying exhibits and attachments) to be made **public**.

Please verify this election by signing directly below.

Signature: _____

Print Name: _____

PART 2: IDENTIFYING INFORMATION

A. Sexual Abuse Claimant

First Name	Middle Initial	Last Name	Jr/Sr/III
Mailing Address (If Party is incapacitated, is a minor or is deceased, please provide the address of the individual submitting the claim. If you are in jail or prison, your current address.)			
City	State/Prov.	Zip Code (Postal Code)	Country (if other than USA)
Telephone No(s): Home: _____ Work: _____ Cell: _____			
Email address: _____			

If you are in jail or prison, your identification number: _____

May we leave voicemails for you regarding your claim: Yes No

May we send confidential information to your email: Yes No

Birth Date: _____ Male Female
Month Day Year

Last Four Digits of Social Security Number: XXX-XX-_____

Any other name(s) or alias(es) by which the Sexual Abuse Claimant has been known:

B. Sexual Abuse Claimant’s Attorney (if any. Do not list counsel for the Debtors or the Official Creditors Committee):

Law Firm Name

Attorney’s First Name Middle Initial Last Name

Street Address

City State/Prov. Zip Code (Postal Code) Country
(if other than USA)

Telephone No. Fax No. E-mail address

PART 3: BACKGROUND INFORMATION

1. Are you currently married?

Yes No (If “Yes,” please identify the name of your spouse and marriage date.)

2. Have you previously been married?

Yes No (If “Yes,” please identify your former spouse and, as applicable, the date(s) of any dissolution, divorce, separation or widowhood.)

3. Do you have children?

Yes No (If “Yes,” please identify their names and birthdates. If any children have died, please provide their date of death.)

4. What schools have you attended? For each school, please identify the months and years of your attendance. If you cannot recall the exact months when you began or ended each school year, please identify the season (fall, winter, spring, summer).

5. Have you received a diploma or degree from any of the schools listed above?

Yes No (If “Yes,” please identify each diploma or degree that you received and the year you received it.)

6. Have you served in the armed forces?

Yes No (If “Yes,” please identify the branch of service, the dates you served and, if you have been discharged, the type of discharge you received.)

7. Are you currently employed?

Yes No (If “Yes,” please identify the name of the organization where you are employed, the date that your employment began and your job title.)

8. What is your employment history? Please provide the following information about each place you have previously been employed: (i) the name of the organization where you were employed; (ii) the dates of employment; (iii) your job title(s); and (iv) your reason for leaving the place of employment.

9. Have you been self-employed?

Yes No (If “Yes,” please provide your job responsibilities and any business name you used. Please also provide the dates of this business.)

10. Are you retired?

Yes No (If “Yes,” when did you retire?)

11. Part 4 below will ask you about the nature of your complaint against the Diocese of Duluth. Other than the incident(s) of sexual abuse described in Part 4, have you ever been sexually abused by anyone else? If “Yes,” please describe this abuse, including the date of the abuse and the identity of the abuser.

PART 4: NATURE OF ABUSE
(Attach additional separate sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE DEBTOR IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT, OR IF THE COMPLAINT DOES NOT CONTAIN

ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

1. Who committed each act of sexual abuse?

2. What is the position, title or relationship to you of the abuser or individual who committed these acts?

3. Where did the sexual abuse take place? Please be specific and complete all relevant information that you know, including the City and State, name of the parish, school (if applicable) and/or the names of any other location.

4. When did the sexual abuse take place?

a. Please be as specific as possible. If you can, please indicate the day, month and year. If you cannot recall the month, please try to recall the season of year (fall, winter, spring summer).

b. If you were sexually abused on more than one occasion, please state when the abuse started, when it stopped, and how many times it occurred.

c. Please also state your age(s) and your grade(s) in school (if applicable) at the time the abuse took place.

5. Please describe in as much detail as possible the nature of the sexual abuse. What happened?

6. Did you tell anyone about the sexual abuse (this would include parents, relatives, friends, the Diocese of Duluth, attorneys, counselors, and law enforcement authorities)?

a. If “Yes,” who did you tell? Please list the name(s) and any contact information you have.

b. What did you say?

c. When did you tell this person or persons about the abuse?

d. If you know, what did the person or persons do in response?

7. Were there any witnesses? If so, please list their name(s) and any contact information you have, including addresses.

8. Do you personally know or have reason to believe that the Diocese of Duluth knew that your abuser was abusing you or others before or during the period when such abuse occurred? If “Yes”, please provide all information that supports your conclusion, including the information requested in items 8(a) through 8(e) below.

a. Who at the Diocese knew that your abuser was abusing you or others?

b. How did such person or persons at the Diocese learn this information? For example, did you report the abuse to someone from the Diocese? Did someone else tell you they reported it to someone from the Diocese? Did someone from the Diocese witness the abuse?

c. When did such person or persons at the Diocese learn this information?

d. What exactly was the person or persons from the Diocese told or what exactly did they observe?

e. How did you come to have the information you provided in response to the questions above?

PART 5: IMPACT OF ABUSE

(Attach additional separate sheets if necessary)

1. What injuries have occurred to you because of the act or acts of sexual abuse that resulted in the claim (for example, the effect on your education, employment, personal relationships, health, and any physical injuries)?

2. Have you sought counseling or other treatment for your injuries? If so, with whom and when?

PART 6: ADDITIONAL INFORMATION

1. Prior Non-Bankruptcy Claims: Have you previously filed any lawsuit seeking damages for the sexual abuse described in this claim? Yes No (If “Yes” please answer the questions below.)

a. Where and when did you file the lawsuit?

b. Who were the parties to the lawsuit and what was the case number?

c. What was the result of that lawsuit?

2. Prior Bankruptcy Claims: Have you filed any claims in any other bankruptcy case relating to the sexual abuse described in this claim?

Yes No (If “Yes,” you are required to attach a copy of any completed claim form.)

3. Any Settlements: Regardless of whether a complaint was ever filed against any party because of the sexual abuse, have you settled any claim or demand relating to the sexual abuse described in this claim?

Yes No (If “Yes,” please describe, including parties to the settlement. You are required to attach a copy of any settlement agreement.)

4. Bankruptcy: Have you ever filed bankruptcy? Yes No (If "Yes," please provide the following information:

Name of Case: _____ Court: _____

Date Filed: _____ Case No.: _____

Chapter: 7 11 12 13 Name of Trustee) _____

Date: _____

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Signature: _____

Print Name: _____

Title: _____

Exhibit B – Sexual Abuse Claim Filing Deadline Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

Case No.: 15-50792

Diocese of Duluth,

Chapter 11

Debtor-in-Possession.

**NOTICE OF THE TIME FOR TIMELY FILING PROOFS OF CLAIMS RELATING
TO, OR ARISING FROM, SEXUAL ABUSE**

**THIS IS AN IMPORTANT NOTICE.
YOUR RIGHTS MIGHT BE AFFECTED.**

**TO ALL PERSONS WITH CLAIMS ARISING FROM SEXUAL ABUSE FOR WHICH
THE DIOCESE OF DULUTH MAY BE LIABLE:**

**MAY 25, 2016 IS THE LAST DATE TO TIMELY FILE PROOFS OF CLAIMS FOR
SEXUAL ABUSE**

On December 7, 2015 The Diocese of Duluth filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Minnesota. The debtor’s address, the case number, proof of claim forms and other relevant information related to this Chapter 11 case may be obtained at <http://www.dioceseduluth.org>. Individuals have asserted sexual abuse claims against the Diocese, on account of alleged actions by people associated with the Diocese. Any person who believes that he or she has, or may have, a claim arising from sexual abuse as that term is defined in Minnesota Statutes §541.073(1), molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which such persons believe that the Diocese may be liable should carefully read this notice.

**YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS,
INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.**

LAST DATE FOR TIMELY FILING

The United States Bankruptcy Court for the District of Minnesota entered an order establishing **May 25, 2016**, as the last date for each Sexual Abuse Claimant to timely file a proof of claim. The Claim Filing Deadline and the procedures set forth below for Sexual Abuse Proof of Claim Forms apply to all Sexual Abuse Claims against the debtor, based upon alleged acts of sexual abuse occurring prior to December 7, 2015.

WHO SHOULD FILE

If you believe that you have a Sexual Abuse Claim, you should file a Sexual Abuse Proof of Claim to maintain and preserve any claims that you have against the debtor. Even if you have already filed a lawsuit against the debtor alleging sexual abuse prior to December 7, 2015, you should still file a Sexual Abuse Proof of Claim Form to maintain and preserve your rights in the debtor's Chapter 11 case.

WHO SHOULD NOT FILE

You should not file a Sexual Abuse Proof of Claim Form if:

Your Sexual Abuse Claim has already been paid in full;

You do not have a claim against the debtor.

WHAT TO FILE

FILE A SEXUAL ABUSE PROOF OF CLAIM FORM, A COPY OF WHICH IS ENCLOSED. YOU MAY ALSO OBTAIN A COPY OF THE SEXUAL ABUSE PROOF OF CLAIM FORM BY FOLLOWING THE INSTRUCTIONS BELOW:

PROCEDURES FOR FILING A SEXUAL ABUSE PROOF OF CLAIM FORM

To file a Sexual Abuse Proof of Claim Form, take the following steps:

Fill out the Sexual Abuse Proof of Claim Form in its entirety.

For additional copies of the Sexual Abuse Proof of Claim Form: (a) photocopy the Sexual Abuse Proof of Claim Form; (b) contact the debtor between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Central Time), Monday through Friday; (c) visit the debtor's website at: <http://www.dioceseduluth.org>; or (d) visit the website of United States Bankruptcy Court for the District of Minnesota at <http://www.mnb.uscourts.gov/>

Please note that the Court's Clerk staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any such inquiries.

Return the completed original Sexual Abuse Proof of Claim Form to the U.S. Bankruptcy Court Clerk at the address set forth below by the Claim Filing Deadline. Sexual Abuse Proof of Claim Forms will be deemed timely filed only if they are **actually received** by the Clerk of Court by **May 25, 2016**.

If you are returning a Sexual Abuse Proof of Claim Form by mail, allow sufficient mailing time so that the Sexual Abuse Proof of Claim Form is received on or before **May 25, 2016**. Sexual Abuse Proof of Claim Forms that are postmarked before that date, *i.e.*, the Claim

Filing Deadline, but which are received by the Clerk of the Court after the Claim Filing Deadline, will be considered tardy.

Sexual Abuse Proof of Claim Forms should be delivered to the following address:

Clerk of Court
U.S. Bankruptcy Court District of Minnesota
301 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415
Attention: Heidi

CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM

There may be consequences for failing to file a claim. Please consult your attorney.

CONFIDENTIALITY

Filed Sexual Abuse Proof of Claim Forms will remain confidential in this bankruptcy case, unless you elect otherwise in Part 1 of the Sexual Abuse Proof of Claim Form. Therefore, the Sexual Abuse Proof of Claim Form that you file will not be available to the general public, but will be kept confidential, except that information will be provided to the debtor, the United States Trustee for the District of Minnesota, the debtor's insurers, attorneys for the official committee of unsecured creditors and its members, any future claims representative appointed under a plan of reorganization, any settlement trustee appointed to administer payments to Sexual Abuse Claimants, prison authorities for incarcerated Sexual Abuse Claimants and such other persons as the court determines should have the information in order to evaluate the Sexual Abuse Claim, all of whom will agree to keep the information provided by you confidential.

Dated:

Exhibit C – Publication Notice



Diocese
of Duluth

BANKRUPTCY

If you were sexually abused by any person connected with the Diocese, a parish in the Diocese, a school in the Diocese, or have any claim against the Diocese, you must file a claim by May 25, 2016.

CLAIMS MUST BE FILED BY MAY 25, 2016

- For more information, visit dioceseduluth.org
- For U.S. Bankruptcy Court for the District of Minnesota information, visit mnb.uscourts.gov
- For advice about your rights, contact an attorney

EXHIBIT 10

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Case No.: 17-30601

Chapter 11 Case

Debtor.

ORDER (I) GRANTING EXPEDITED RELIEF; (II) ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM; (III) APPROVING SEXUAL ABUSE PROOF OF CLAIM FORM; (IV) APPROVING FORM AND MANNER OF NOTICE; AND (V) APPROVING CONFIDENTIALITY PROCEDURES

This case is before the court on the motion of the debtor for an order establishing deadlines for filing proofs of claim, approving proof of claim forms, approving the form and manner of notice, and approving confidentiality procedures in connection with the filing of proofs of claim.

Based on the motion and the file,

IT IS ORDERED:

1. The debtor’s request for expedited relief is granted.
2. The debtor’s motion for an order establishing deadlines for filing proofs of claim, approving proof of claim forms, approving the form and manner of notice, and approving confidentiality procedures in connection with the filing of proofs of claim is granted as set forth in this order.

FORM

3. The Sexual Abuse Proof of Claim Form, the Sexual Abuse Claims Filing Deadline Notice, and the Publication Notice, in the forms attached as Exhibits A, B, and C are

NOTICE OF ELECTRONIC ENTRY AND FILING ORDER OR JUDGMENT
Filed and Docket Entry made on 03/08/2017
Lori Vosejka, Clerk, by LH

approved. Creditors with claims other than sexual abuse claims may use the official proof of claim form 410.

NOTICE

4. The form and manner of notice as approved in this order fulfill the notice requirements of the Federal Rules of Bankruptcy Procedure and the local rules of this court. Notice of the filing deadlines in the form and manner attached is fair and reasonable and will provide sufficient notice to all creditors of their rights and obligations in connection with claims they may assert in this case. Accordingly, the debtor is authorized and directed to serve and publish the notices in the manner described in this order.

DEADLINE FOR TIMELY FILING CLAIMS

5. The last day to timely file a proof of claim in this case is set as **July 10, 2017**. This deadline applies to all persons, including sexual abuse claimants, and entities, other than governmental units.

6. The last day for any governmental unit to file a timely proof of claim is **August 30, 2017**.

REQUIREMENTS FOR SEXUAL ABUSE PROOF OF CLAIM FORMS

7. Persons asserting claims arising from sexual abuse as that term is defined in Minnesota Statutes § 541.073(1), as well as from molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which such persons believe that the debtor may be responsible shall file a Sexual Abuse Proof of Claim Form (Exhibit A).

8. The Clerk of Court shall maintain a copy of each Sexual Abuse Proof of Claim Form in electronic form in accordance with the confidentiality procedures outlined below. The Clerk of Court will assign each Sexual Abuse Proof of Claim Form a number and shall list that number on the public docket without a link to the Sexual Abuse Proof of Claim Form and without the name

9. Sexual Abuse Proof of Claim Forms shall be submitted pursuant to the following confidentiality procedures:

- i. Sexual Abuse Claimants shall mail or deliver the original of a Sexual Abuse Proof of Claim Form to the Clerk of the United States Bankruptcy Court for the District of Minnesota at the following address: 200 Warren E. Burger Federal Building and United States Courthouse, 316 North Robert Street, St. Paul, MN 55101, Attention: Jennifer
- i. Sexual Abuse Proof of Claim Forms maintained by the Clerk of Court will not be available for viewing or copying unless otherwise ordered by the court. This confidentiality procedure is for the benefit of the Sexual Abuse Claimants. Accordingly, Sexual Abuse Claimants may elect to make any of the information contained in a Sexual Abuse Proof of Claim Form public, even if they elected to file the Sexual Abuse Proof of Claim Form confidentially. If a Sexual Abuse Claimant affirmatively indicates by checking the box in Part 1 of the Sexual Abuse Proof of Claim Form that the claim is to be made public, that claim will be added to the public claims register. If no box is checked or if both boxes are checked on a Sexual Abuse Proof of Claim Form, that form shall not be made public.
- ii. Sexual Abuse Proof of Claim Forms submitted by Sexual Abuse Claimants shall be held and treated as confidential by the debtor and its counsel and upon request to the permitted parties listed below, subject to each permitted party executing and returning to the debtor's counsel a confidentiality agreement, and to such other persons as the court determines; provided, however, that all parties with access to the Sexual Abuse Proof of Claim Forms shall agree to keep the information provided in a Sexual Abuse Proof of Claim Forms confidential (unless the Sexual Abuse Claimant elects otherwise in Part 1 of the Sexual Abuse Proof of Claim Form). Permitted parties may obtain copies of Sexual Abuse Proof of Claim Forms in accordance with the terms of an applicable confidentiality agreement only from counsel for the debtor, and shall not seek or obtain such documents from the clerk of court.

- iii. Permitted parties include: (a) counsel for the debtor; (b) officers and employers of the debtor who are necessary to assist the debtor and its for the committee of unsecured creditors; (d) insurance companies or their successors, including any authorized claim administrators of such insurance companies, that issued or allegedly issued policies to the debtor and their reinsurers and attorneys; (e) any unknown claims representative appointed by the court in this case; (f) any mediator, special arbitrator or claims reviewer appointed by the court to review and resolve the Sexual Abuse Claims; (g) any trustee appointed to administer payments to Sexual Abuse Claimants; (h) authorized representatives of a department of corrections with respect to a Sexual Abuse Claim by a Sexual Abuse Claimant who is incarcerated but only to the extent such disclosure is authorized under applicable non-bankruptcy law; (i) members of the committee of unsecured creditors and their personal counsel (after the Sexual Abuse Proof of Claim Form has been redacted to remove the Sexual Abuse Claimant's name, address and any other information identified in Part 2(A) or 3 of the Sexual Abuse Proof of Claim Form and the signature block); (j) law enforcement in the city or county where the Sexual Abuse Claim arose; (k) auditors of the United States Conference of Catholic Bishops charged with preparing annual audits of diocesan compliance with the Charter for the Protection of Children and Young People; (l) each parish identified in a sexual abuse proof of claim, and the following personnel from the identified parish: (i) the pastor; (ii) the trustees serving on the parish finance council; (iii) the chairperson of the parish finance counsel; (iv) the business administrator of the parish; (v) attorneys serving as counsel to the parish; and (vi) the parish's insurance company; and (m) such other persons as the court determines should have the information in order to evaluate Sexual Abuse Claims only upon a motion by the debtor or the committee of unsecured creditors.

10. In addition to the foregoing, counsel for the debtor and the committee of unsecured creditors are authorized to provide copies of an individual claimant's Sexual Abuse Proof of Claim and any other documents filed in connection with the individual claimant's Sexual Abuse Proof of Claim to counsel representing such individual claimant. Permitted parties and their attorneys shall be authorized to review proofs of claim upon execution of a confidentiality agreement agreed upon by the debtor and the committee of unsecured creditors or pursuant to further order of the court. The court may approve additional permitted parties upon motion.

11. Access to the Sexual Abuse Proof of Claim Forms extends only to the individual who executes the confidentiality agreement. A separate confidentiality agreement must be signed by each individual who seeks access to the records on behalf of a permitted party.

TIMING AND FORM OF NOTICE

12. As soon as reasonably practicable after the entry of this order, the Clerk of Court shall give notice by United States mail, first-class postage prepaid, or by electronic means, of the non-tort claim filing deadline to (a) the United States Trustee for the District of Minnesota; (b) counsel to the committee of unsecured creditors; (c) all persons and entities that have filed a notice of appearance in this case; (d) all persons and entities that have previously filed proofs of claims.

13. As soon as reasonably practicable, but in any event no later than five business days after the entry of this order, the debtor shall serve by United States mail, first-class postage prepaid, the Sexual Abuse Claim Filing Deadline Notice (Exhibit B) and the Sexual Abuse Proof of Claim Form (Exhibit A) on the United States Trustee, and on known Sexual Abuse Claimants who have:

- i. Filed pending lawsuits against the debtor alleging that they were sexually abused by employees or agents of the debtor or by clergy previously assigned to the debtor or any others for whom the debtor may be liable;
- ii. Provided to the debtor under Minn. Stat. § 549.09 a written notice of claim of sexual abuse by employees or agents of the debtor or by clergy previously assigned to the debtor or any others for whom the debtor may be liable;
- iii. Contacted the debtor to claim that they were sexually abused as a minor by employees or agents of the debtor or by clergy previously assigned to the debtor or any others for whom the debtor may be liable;
- iv. Are otherwise known to the debtor to be a Sexual Abuse Claimant through reasonably-ascertainable records.

14. The service of the Sexual Abuse Claim Filing Deadline Notice and Sexual Abuse Proof of Claim Form on Sexual Abuse Claimants shall be accomplished through such Sexual Abuse Claimants' attorneys, if previously identified as counsel for such Sexual Abuse Claimant in connection with a Sexual Abuse Claim, and directly on all other known potential Sexual Abuse Claimants that have been identified and located by the debtor through reasonably diligent efforts.

15. The Publication Notice and the Sexual Abuse Claim Filing Deadline Notice shall include a reference to this court's website (www.mnb.uscourts.gov) where all claim forms shall be made available.

16. The service outlined above shall constitute service on all known creditors of the debtor. All other creditors of the debtor shall be deemed to be unknown for the purpose of service of notice of the Claim Filing Deadline.

17. The debtor shall also provide notice of the Claim Filing Deadline established in this order by causing a copy of the Publication Notice (Exhibit C) to be published as follows:

- i. Publication four times in each of the following publications, with the first publication to occur within thirty days of the service of the claim filing deadline packages, the second publication to occur approximately thirty days after the first notice, the third publication to occur approximately thirty days after the second notice, and the fourth publication to occur approximately thirty days after the third notice:
 - USA Today – National Edition
 - National Catholic Reporter (National Catholic Publication)
 - The National Catholic Register (National Catholic Publication)
 - The Prairie Catholic (Regional Catholic Publication)
 - Minneapolis Star Tribune
 - St. Paul Pioneer Press

- The Minnesota Daily
 - The Journal (New Ulm)
 - Duluth News Tribune
 - Post-Bulletin (Rochester)
 - St. Cloud Times
 - Winona Daily News
 - Crookston Daily News
 - The Free Press (Mankato)
 - Independent (Marshall)
 - American-News (Montevideo)
 - West Central Tribune (Willmar)
 - Leader (Hutchinson)
- ii. The debtor will request that the Publication Notice is published in the above listed publications in a location other than among the standard legal notices.
- iii. In addition to the Publication Notice, the debtor will send copies of the Sexual Abuse Claim Filing Deadline Notice to the publications listed above and to the following:
- The Associated Press of Minnesota
 - WCCO-AM
 - Minnesota Public Radio
 - KARE-TV
 - KMSP-TV
 - KSPR-TV
 - WCCO-TV

- Each diocese in Minnesota

18. The debtor shall provide further notice of the Claim Filing Deadline by taking the following measures:

- i. Within five business days of the entry of the order approving this motion, the Diocese will post the component parts of the Sexual Abuse Claim Filing Package and the deadline for filing non-tort claims on its public website: <https://www.dnu.org>;
- ii. Within five business days of the entry of the order approving this motion, the Diocese will provide a copy of the Publication Notice and the component parts of the Sexual Abuse Claim Filing Package to the Survivors Network of the Abused Priests and request that it post the same on its website: <http://www.snapnetwork.org/>.
- iii. Within five business days of the entry of the order approving this motion, the Diocese will provide a copy of the Publication Notice and the component parts of the Sexual Abuse Claim Filing Package to Jeff Anderson and Associates P.A., Noaker Law Firm LLC, and James Vernon & Weeks, P.A. and request that they post the same on their respective websites: <http://www.andersonadvocates.com/>, <http://noakerlaw.com/>, and <http://jvwlaw.net/>.
- iv. The Diocese will maintain a telephone number published on its website (<https://www.dnu.org>) that may be used to ask questions and request copies of the Sexual Abuse Claim Filing Package.
- v. Within two weeks of the service of the Sexual Abuse Claim Filing Package, the Diocese will provide a copy of the Publication Notice and the component parts of the Sexual Abuse Claim Filing Package to the following offices/entities and request that each recipient publicly post such notice until the expiration of the Claim Filing Deadline: (1) the Minnesota Attorney General, (2) the county attorney, the county administrator, and sheriff's department for each of the counties within the Diocese's geographical area, (3) the Minnesota Department of Health's locations within the Diocese's geographical area, and (4) each hospital in the Diocese's geographical area.
- vi. The Diocese will send a letter, on the Diocese's letterhead and signed by an office of the Diocese, to each parish located in the Diocese's geographical area requesting that such parish display the Publication Notice and the Sexual Abuse Claim Filing Deadline Notice in a prominent location within the church or school. The letter will also request that notices be published once a month in the parishes' weekly bulletins until

the Claim Filing Deadline. The letter will also request that each pastor, canonical administrator, or parochial vicar remind parishioners of the availability of information concerning the Claim Filing Deadline. The letter will also request that parishes disseminate the Publication Notice and the Sexual Abuse Claim Filing Deadline Notice by e-mail to their respective distribution lists.

- vii. The Diocese will mail a copy of the Sexual Abuse Claim Filing Deadline Notice to all licensed alcohol and addiction treatment centers in the state of Minnesota, as identified by counsel for the Committee, and to persons identified by counsel for the Committee as licensed therapists presently working with sexual abuse claimants.
- viii. The Bishop shall request that each pastor, canonical administrator, or parochial vicar read a letter from the Bishop at least two times before the Claim Filing Deadline. The letter from the Bishop shall state that the Bishop requested that the letter be read, that the Claim Filing Deadline is July 10, 2017, that the Bishop requests that people inform their family members about the Claim Filing Deadline, and that the filing of a claim may be done confidentially.

19. Each request described in paragraph 18(v) and (vi) above shall be on the debtor's letterhead and signed by an officer of the debtor. The request described in 18(vi) above, shall include a space at the bottom for the recipient to indicate whether it will comply with the request and a stamped self-addressed return envelope. The debtor will report on compliance to the committee of unsecured creditors.

20. In addition, the Clerk of Court shall post the Sexual Abuse Proof of Claim Form, the Sexual Abuse Claims Filing Deadline Notice and Publication Notice on the website for the United States Bankruptcy Court for the District of Minnesota by adding a link on the court's home page (www.mnb.uscourts.gov) to easily access filing deadline information.

Dated: *M a r c*

/e/ Robert J. Kressel
United States Bankruptcy Judge

EXHIBIT A
SEXUAL ABUSE PROOF OF CLAIM FORM

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Case No.: 17-30601

Chapter 11 Case

Debtor.

SEXUAL ABUSE PROOF OF CLAIM FORM

IMPORTANT:
THIS FORM MUST BE RECEIVED BY NO LATER THAN
JULY 10, 2017

Carefully read the instructions included with this Sexual Abuse Proof of Claim Form and complete ALL applicable questions. Please print clearly and use blue or black ink. Please send the **original** to the U.S. Bankruptcy Court Clerk at the following address:

Office of the Clerk of Court
U.S. Bankruptcy Court District of Minnesota
200 Warren E. Burger Federal Building and United States Courthouse
316 North Robert Street
St. Paul, MN 55101
Attention: Jennifer

**THIS PROOF OF CLAIM IS FOR CLAIMANTS OF SEXUAL ABUSE ONLY.
YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.**

A sexual abuse claim includes any claim arising from sexual abuse as that term is defined in Minn. Stat. § 541.073(1), as well as from molestation, rape, undue familiarity, sexually-related physical, psychological, or emotional harm, or contacts or interactions of a sexual nature between a child and an adult or a non-consenting adult and another adult for which such persons believe that the Diocese of New Ulm (the "Diocese") may be liable.

TO BE VALID, THIS PROOF OF CLAIM MUST BE SIGNED BY YOU OR YOUR ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT IS DECEASED OR INCAPACITATED, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT'S REPRESENTATIVE OR THE ATTORNEY FOR THE ESTATE. IF THE SEXUAL ABUSE CLAIMANT IS A MINOR, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT'S PARENT OR LEGAL GUARDIAN, OR THE SEXUAL ABUSE CLAIMANT'S ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT DIES AFTER THE SUBMISSION OF THIS FORM, BUT BEFORE THE CLAIM IS

RESOLVED, NOTIFICATION OF THE DEATH MUST BE PROVIDED TO THE COURT AT THE ADDRESS ABOVE.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to five years, or both. 18 U.S.C. §§ 152, 3571.

UNLESS YOU INDICATE OTHERWISE IN PART I BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL, AND OUTSIDE THE PUBLIC RECORD. HOWEVER, INFORMATION IN THIS CLAIM WILL BE PROVIDED, PURSUANT TO COURT-APPROVED CONFIDENTIAL GUIDELINES, TO COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND OTHER COURT-APPROVED THIRD PARTIES, IN ORDER TO EVALUATE THE CLAIM.

YOUR PROOF OF CLAIM MAY BE DISPUTED OR HONORED IN WHOLE OR IN PART. THE DIOCESE RESERVES THE RIGHT TO OBJECT OR TO ASSERT OFFSETS OR DEFENSES AGAINST ANY FILED PROOF OF CLAIM.

PART I: CONFIDENTIALITY

THIS SEXUAL ABUSE PROOF OF CLAIM FORM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS) WILL BE MAINTAINED AS CONFIDENTIAL UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW.

I want my Proof of Claim (along with any accompanying exhibits and attachments) to be kept confidential.

I want my Proof of Claim (along with any accompanying exhibits and attachments) to be made public.

Please verify this election by signing directly below:

Signature: _____

Print Name: _____

PART II: IDENTIFYING INFORMATION

A. Sexual Abuse Claimant

First Name Middle Initial Last Name Jr/Sr/III

Mailing Address (If Party is incapacitated, is a minor, or is deceased, please provide the address of the individual submitting the claim. If you are in jail or prison, your current address.)

City Sate/Prov. Zip Code (Postal Code) Country (if other than USA)

Telephone No(s): Home: Work: Cell:

Email address:

If you are in jail or prison, your identification number:

May we leave voicemails for you regarding your claim: Yes No

May we send confidential information to your email: Yes No

Birth Date: Month Day Year Male Female

Last Four Digits of Social Security Number: XXX-XX-

Any other name(s) or alias(es) by which the Sexual Abuse Claimant has been known:

B. Sexual Abuse Claimant's Attorney (if any – do not list counsel for the Diocese or the Official Creditors Committee):

Law Firm Name

Attorney's First Name Middle Initial Last Name

Street Address

City Sate/Prov. Zip Code (Postal Code) Country (if other than USA)

Telephone No. Fax No. Email Address

PART 3: BACKGROUND INFORMATION

1. Are you currently married?

Yes No (if “Yes,” please identify the name of your spouse and marriage date)

2. Have you been previously married?

Yes No (if “Yes,” please identify the name of your former spouse and, as applicable, the date(s) of any dissolution, divorce, separation, or widowhood)

3. Do you have children?

Yes No (if “Yes,” please identify their names and birthdates. If any children have died, please provide their date of death)

4. What schools have you attended? For each school, please identify the months and years of your attendance. If you cannot recall the exact months when you began or ended each school year, please identify the season (fall, winter, spring, summer).

5. Have you received a diploma or degree from any of the schools listed above?

Yes No (if “Yes,” please identify each diploma or degree that you received and the year you received it)

6. Have you served in the armed forces?

Yes No (if “Yes,” please identify the branch of service, the dates you served, and, if you have been discharged, the type of discharge you received)

7. Are you currently employed?

Yes No (if “Yes,” please identify the name of the organization where you are employed, the date of your employment began, and your job title)

8. What is your employment history? Please provide the following information about each place you have previously been employed: (i) the name of the organization where you were employed; (ii) the dates of employment; (iii) your job title(s); and (iv) your reason for leaving the place of employment.

9. Have you been self-employed?

Yes No (if “Yes,” please provide your job responsibilities, any business name you used, and the dates of this business)

10. Are you retired?

Yes No (if “Yes,” please identify when you retired)

11. Part 4 below will ask you about the nature of your complaint against the Diocese of New Ulm. Other than the incident(s) of sexual abuse described in Part 4, have you ever been sexually abused by anyone else? If “Yes,” please describe this abuse, including the date of the abuse and identify the abuser.

PART 4: NATURE OF ABUSE

(Attach additional separate sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE DIOCESE OF NEW ULM IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

1. Who committed each act of sexual abuse?

2. What is the position, title, or relationship to you of the abuser or individual who committed these acts?

3. Where did the sexual abuse take place? Please be specific and complete all relevant information that you know, including the City and State, name of the parish or school (if applicable), and/or the names of any other location.

4. When did the sexual abuse take place?

a. Please be as specific as possible. If you can, please indicate the day, month, and year. If you cannot recall the month, please try to recall the season (fall, winter, spring, summer).

b. If you were sexually abused on more than one occasion, please state when the abuse started, when it stopped, and how many times it occurred.

c. Please also state your age(s) and your grade(s) in school (if applicable) at the time the abuse took place.

5. Please describe in as much detail as possible the nature of the sexual abuse. What happened?

6. Did you tell anyone about the sexual abuse (this would include parents, relatives, friends, the Diocese of New Ulm, attorneys, counselors, and law enforcement authorities)?

a. If "Yes," who did you tell? Please list the name(s) and any contact information you have.

b. What did you say?

c. When did you tell this person or persons about the abuse?

d. If you know, what did the person or persons do in response?

7. Where there any witnesses? If so, please list their name(s) and any contact information you have, including addresses.

8. Do you personally know or have reason to believe that the Diocese of New Ulm knew that your abuser was abusing you or others before or during the period when such abuse occurred? If "Yes," please provide all information that supports your conclusion, including the information requested in items 8(a) through 8(e) below.

a. Who at the Diocese of New Ulm knew that your abuser was abusing you or others?

b. How did such person or persons at the Diocese of New Ulm learn this information? For example, did you report the abuse to someone from the Diocese? Did someone else tell you they reported it to someone from the Diocese? Did someone from the Diocese witness the abuse?

c. When did such person or persons at the Diocese of New Ulm learn this information?

d. What exactly was the person or persons from the Diocese told or what exactly did they observe?

e. How did you come to have the information you provided in response to the questions above?

PART 5: IMPACT OF ABUSE
(Attach additional separate sheets if necessary)

1. What injuries have occurred to you because of the act or acts of sexual abuse that resulted in the claim (for example, the effect on your education, employment, personal relationships, health, and any physical injuries)?

2. Have you sought counseling or other treatment for your injuries? If "Yes," with whom and when?

PART 6: ADDITIONAL INFORMATION

1. Prior Non-Bankruptcy Claims: Have you previously filed any lawsuit seeking damages for the sexual abuse described in this claim?

Yes No (if "Yes," please answer the questions below)

a. Where and when did you file the lawsuit?

b. Who were the parties to the lawsuit and what was the case number?

c. What was the result of that lawsuit?

2. Prior Bankruptcy Claims: Have you filed any claims in any other bankruptcy case relating to the sexual abuse described in this claim?

Yes No (if "Yes," you are required to attach a copy of any completed claim form)

3. Any Settlements: Regardless of whether a complaint was ever filed against any party because of the sexual abuse, have you settled any claim or demand relating to the sexual abuse described in this claim?

Yes No (if "Yes," please describe, including parties to, the settlement and you are required to attach a copy of any settlement agreement)

4. Bankruptcy: Have you ever filed bankruptcy?

Yes No (if "Yes," please provide the following information)

Name of Case: _____ Court: _____

Date Filed: _____ Case No.: _____

Chapter: 7 11 12 13 Name of Trustee: _____

Date: _____

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

Under penalty of perjury, I declare the foregoing statements to be true and correct:

Signature: _____

Print Name: _____

Title: _____

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EXHIBIT B
SEXUAL ABUSE CLAIM FILING DEADLINE NOTICE

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Case No.: 17-30601

Chapter 11 Case

Debtor.

**NOTICE OF THE TIME FOR TIMELY FILING PROOFS OF CLAIMS RELATING
TO, OR ARISING FROM, SEXUAL ABUSE**

**THIS IS AN IMPORTANT NOTICE.
YOUR RIGHTS MIGHT BE AFFECTED.**

**TO ALL PERSONS WITH CLAIMS ARISING FROM SEXUAL ABUSE FOR WHICH
THE DIOCESE OF NEW ULM MAY BE LIABLE:**

**JULY 10, 2017 IS THE LAST DATE TO TIMELY FILE PROOFS OF CLAIMS FOR
SEXUAL ABUSE**

On March 3, 2017, The Diocese of New Ulm (the "Diocese") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Minnesota (the "Court"). The Diocese's address, the case number, proof of claim form, and other relevant information related to this chapter 11 case may be obtained at <http://www.dnu.org>. Individuals have asserted sexual abuse claims against the Diocese, on account of alleged actions by people associated with the Diocese. Any person who believes that he or she has, or may have, a claim arising from sexual abuse as that term is defined in Minnesota Statutes § 541.073(1), molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contracts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which such persons believe that the Diocese may be liable should carefully read this notice.

**YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS,
INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.**

LAST DATE FOR TIMELY FILING

The Bankruptcy Court entered an order establishing July 10, 2017, as the last date for each Sexual Abuse Claimant to timely file a proof of claim. The Claim Filing Deadline and the procedures set forth below for Sexual Abuse Proof of Claim Forms apply to all Sexual Abuse Claims against the Diocese, based upon alleged acts of sexual abuse occurring prior to March 3, 2017.

WHO SHOULD FILE

If you believe that you have a Sexual Abuse Claim, you should file a Sexual Abuse Proof of Claim to maintain and preserve any claims that you have against the Diocese. Even if you have already filed a lawsuit against the Diocese alleging sexual abuse prior to March 3, 2017, you should still file a Sexual Abuse Proof of Claim Form to maintain and preserve your rights in the Diocese's chapter 11 case.

WHO SHOULD NOT FILE

You should not file a Sexual Abuse Proof of Claim Form if:

Your Sexual Abuse Claim has already been paid in full **OR**

You do not have a claim against the Diocese.

WHAT TO FILE

FILE A SEXUAL ABUSE PROOF OF CLAIM FORM, A COPY OF WHICH IS ENCLOSED. YOU MAY ALSO OBTAIN A COPY OF THE SEXUAL ABUSE PROOF OF CLAIM FORM BY FOLLOWING THE INSTRUCTIONS BELOW:

PROCEDURES FOR FILING A SEXUAL ABUSE PROOF OF CLAIM FORM

To file a Sexual Abuse Proof of Claim Form, take the following steps:

Fill out the Sexual Abuse Proof of Claim Form in its entirety.

For additional copies of the Sexual Abuse Proof of Claim Form: (a) photocopy the Sexual Abuse Proof of Claim Form; (b) contact the Diocese between the hours of 9:00 a.m. and 5:00 p.m. (Central Standard Time), Monday through Friday; (c) visit the Diocese's website at: <http://www.dnu.org>; or (d) visit the website of the Bankruptcy Court at <http://www.mnb.uscourts.gov/>.

Please note that the Court's Clerk's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any such inquiries.

Return the completed original Sexual Abuse Proof of Claim Form to the Bankruptcy Court Clerk at the address set forth below by the Claim Filing Deadline. Sexual Abuse Proof of Claim Forms will be deemed timely filed only if they are **actually received** by the Clerk of Court by **July 10, 2017**.

If you are returning a Sexual Abuse Proof of Claim Form by mail, allow sufficient mailing time so that the Sexual Abuse Proof of Claim Form is received on or before **July 10, 2017**. Sexual Abuse Proof of Claim Forms that are postmarked before that date, *i.e.*, the Claim Filing

Deadline, but which are received by the Clerk of the Court after the Claim Filing Deadline, will be considered tardy.

Sexual Abuse Proof of Claim Forms should be delivered to the following address:

Clerk of Court
U.S. Bankruptcy Court District of Minnesota
200 Warren E. Burger Federal Building and United States Courthouse
316 North Robert Street
St. Paul, MN 55101
Attention: Jennifer

CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM

There may be consequences for failing to file a claim. Please consult your attorney.

CONFIDENTIALITY

Filed Sexual Abuse Proof of Claim Forms will remain confidential in this chapter 11 case, unless you elect otherwise in Part 1 of the Sexual Abuse Proof of Claim Form. Therefore, the Sexual Abuse Proof of Claim Form that you file will not be available to the general public, but will be kept confidential, except that information will be provided to the Diocese, the United States Trustee for the District of Minnesota, the Diocese's insurers, attorneys for the Official Committee of Unsecured Creditors and its members, any unknown claims representative appointed by the Bankruptcy Court, any settlement trustee appointed to administer payments to Sexual Abuse Claimants, prison authorities for any incarcerated Sexual Abuse Claimants, and such other persons as the Court determines should have the information in order to evaluate the Sexual Abuse Claim, all of whom will agree to keep the information provided by you confidential.

Dated: March 3, 2017

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**EXHIBIT C
PUBLICATION NOTICE**

**United States Bankruptcy
Court for the District
of Minnesota In re: Diocese
of New Ulm, Case No. 17-30601**

**Claims Notice for Victims of Sexual
Abuse and Others With Claims
Against the Diocese of New Ulm**



If you were sexually abused by any person connected with the Diocese, a Catholic parish or Catholic school within the geographic area of the Diocese, or have any claim against the Diocese, you must file a claim by July 10, 2017.

*For more diocesan information: visit **DNU.org***

*For U.S. Bankruptcy Court for the District of Minnesota information: visit **mnb.uscourts.gov***

*For advice about your rights: **contact an attorney***

EXHIBIT 11

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re

THE DIOCESE OF BUFFALO, N.Y.,

BK 20-10322 CLB

Debtor

DECISION & ORDER

THE DIOCESE OF BUFFALO, N.Y.,

Plaintiff,

AP 20-1009 CLB

v.

THE CONTINENTAL INSURANCE COMPANY,
EMPLOYERS INSURANCE COMPANY OF WAUSAU
(FORMERLY KNOWN AS EMPLOYERS INSURANCE
OF WAUSAU A MUTUAL COMPANY FORMERLY
KNOWN AS EMPLOYERS MUTUAL LIABILITY
INSURANCE COMPANY OF WISCONSIN), WAUSAU
UNDERWRITERS INSURANCE COMPANY, SELECTIVE
INSURANCE COMPANY OF AMERICA (FORMERLY
KNOWN AS EXCHANGE MUTUAL INSURANCE
COMPANY), NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA, FIREMAN'S FUND
INSURANCE COMPANY, CATHOLIC MUTUAL GROUP,
AND THE NATIONAL CATHOLIC RISK RETENTION GROUP,

Defendants.

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In separate applications, the Diocese of Buffalo has moved for the establishment of a claims bar date and the referral of an adversary proceeding to mediation. Because the motions impact each other, this decision addresses both applications. Disputed issues include the appropriate deadline for filing claims, the form of an acceptable proof of claim, the proper notice to potential creditors, and whether mediation is at this time premature.

On February 14, 2019, New York State enacted the Child Victims Act (the "CVA"). See 2019 N.Y. Sess. Laws c. 11, § 3. This legislation reopened the statute of limitations to allow victims of child abuse a period of one year from August 14, 2019, to assert claims that were otherwise barred by the passage of time. Thereafter, the state extended this deadline by an additional year to August 14, 2021. See 2020 N.Y. Sess. Laws c. 130, § 1. By the end of February 2020, the Diocese had been named as a defendant in more than 200 complaints alleging sexual abuse. More claims were anticipated. In response to this situation, the Diocese filed a petition for relief under Chapter 11 of the Bankruptcy Code on February 28, 2020. Then in March of 2020, after due solicitation of interest, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors (the "Committee").

The Diocese estimates that more than 400 individuals will eventually make claims for damages arising from child abuse. Prospects for compensation depend significantly upon access to insurance. Even before bankruptcy, various insurance carriers had disclaimed coverage. Consequently, on the same day as the filing of its bankruptcy petition, the Diocese commenced an adversary proceeding for a declaratory judgment to determine the coverage obligations of eight insurance companies.

In connection with the adversary proceeding, the Diocese presents a motion for the entry of an order referring the dispute to mediation (the "Mediation Motion"). The

Diocese contends in its papers that insurance represents “a significant source of potential recovery for abuse claimants,” that a determination of insurance coverage is an important precondition to the formation of a confirmable plan, and that mediation will “facilitate a global resolution of underlying insurance coverage issues.” The Committee accepts the concept of mediation, but asserts the need for a comprehensive process that involves all interested parties and that aims to achieve a full resolution of claims. Several of the insurance companies named as defendants in the adversary proceeding oppose the use of mediation at this time. They contend that mediation should be deferred until the full identification of claims and their receipt of information that they have requested from the Diocese.

In a separate motion (the “Bar Date Motion”), the Diocese seeks the entry of an order establishing a deadline for filing proofs of claim and approving the form and manner of notice. Generally, the Diocese argues that in order to develop a plan of reorganization, it needs to identify all abuse claimants and to collect detailed information about the nature of their injuries. To this end, the Bar Date Motion makes four specific requests. First, the debtor proposes to set January 15, 2021, as the deadline for filing proofs of claim. Second, the Diocese requests that the Court approve a form of bar date notice and the manner of its distribution and publication. Third, the Diocese asks that abuse victims be directed to use a proof of claim form that includes responses to various questions about their injuries. Fourth, the debtor presents a proposed order that would set protocols for confidentiality of any responses.

The Official Committee of Unsecured Creditors objects to the proposed bar date of January 15, 2021, and instead urges a deadline of August 14, 2021. It contends that the later date will avoid confusion to CVA creditors, in that August 14 coincides with the most recent extension of the statute of limitations for certain abuse claims under New York law. The Catholic Mutual Relief Society of America, one of the defendants in the debtor’s adversary proceeding for a declaratory judgment, proposes that additional questions be added to the proof of claim form that the Diocese wishes

to disseminate.

Discussion

Motion to Refer Adversary Proceeding to Mediation

The Court recognizes the potential value of mediation, particularly in situations like the present case, in which legal costs threaten to dissipate resources that might otherwise be used to address the claims of creditors and to advance the mission of the debtor. But mediation provides no guarantee of settlement. Consequently, it must be used with discretion, in ways that minimize the risk of delay in the resolution of claims.

In the Mediation Motion, the Diocese states its desire to achieve a “global resolution of underlying insurance coverage issues.” At this time, mediation to achieve this laudatory objective is premature for at least three independently persuasive reasons. First, the Diocese proposes a mediation in the context of an adversary proceeding that involves only some of the parties whose participation is needed to achieve a comprehensive settlement. At the hearing on the Mediation Motion, the debtor also brought a motion for authority to retain an insurance archivist. The archivist had previously worked on limited assignments for the Diocese, but had not yet completed a comprehensive review of records. In granting the retention motion, the Court accepted the argument presented by debtor’s counsel in its moving papers, that “it is essential to this Chapter 11 Case that the full extent and scope of the Diocese’s insurance coverage is determined by a professional with extensive experience conducting historic audits of a company’s past insurance coverage, particularly those policies issued before July 1, 1973.” Even before the start of the archivist’s new engagement, the Diocese has already identified insurance carriers other than the eight defendants named in the Adversary Proceeding.

Legislative efforts to reopen the statute of limitations were ongoing for several years prior to enactment of the CVA. The Diocese has volunteered no compelling explanation for why it only now seeks to initiate a comprehensive archival investigation

of insurance coverage. Whatever may have been the reason for this delay, the Court finds that mediation is premature until receipt of a complete archival report identifying all of the insurance carriers who might share responsibility for coverage.

Mediation is also premature for a second reason, namely that no settlement is likely until such time as the parties can determine the identity and general nature of all abuse claims. To this end, the Court will consider later in this opinion the debtor's motion for establishment of a claims bar date. The claims bar process is necessary to determine the potential exposure of each particular insurance company. Knowledge of such exposure constitutes the starting point for any discussion among the debtor, the Committee, a mediator, insurers and victims. Without a claim, there exists no claim against insurance. Without a claim against insurance, there exists no coverage dispute in need of mediation.

A matter is ripe for mediation only after litigants have shared the information needed to evaluate their respective rights and defenses. Here, the absence of such exchange is a third basis for finding that mediation is premature. The present dispute over insurance coverage is complicated. It involves hundreds of abuse claims, some of which allegedly occurred decades ago. The parties report difficulty in locating certain of the insurance policies. Despite these complexities, the litigants have exchanged little information. At the time of the hearing on the Mediation Motion, only three of eight defendants had even filed an answer. None of the litigants had provided the initial disclosures required under Bankruptcy Rule 7026 and Rule 26(a) of the Federal Rules of Civil Procedure. The parties had not even started discovery. Nor does it appear that the parties have completed an informal exchange of the information that each side would need to conduct any meaningful discussion of settlement.

For the reasons stated above, mediation is premature at the present time. Nonetheless, the Court trusts that all parties share the same desire to work expeditiously for the development of a confirmable plan. To this end, the debtor must

strive to place the adversary proceeding into a posture for resolution, whether by dispositive motion, trial, or settlement with the assistance of mediation. Fortunately, these alternative paths are not inconsistent. By its response to appropriate discovery demands in the context of litigation, the debtor will concomitantly exchange information that parties in mediation would require. To the extent that the informational needs of mediation differ from those in litigation, interested parties can present supplemental inquiries at a later time. But now is not the time to procrastinate in working for a just and fair resolution of rights. By directing discovery to proceed in the adversary proceeding, the Court aims to advance essential exchanges of information. To this end, the litigation process will allow the Court to set a timetable for discovery, to decide discovery disputes, and to address questions regarding the scope of the release of information.

Bar Date Notice

Bankruptcy Rule 3003(c)(3) states that in cases under Chapter 11, “[t]he court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed.” In the present instance, the setting of a bar date is a necessary first step in the process of developing a plan of reorganization. The special challenge here is to establish a method of effective notice. For reasons explained hereafter, the setting of a bar date is inexorably linked to the process for achieving notice of that deadline.

In *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950), the Supreme Court considered the proper methodology of notice. Writing for the Court, Justice Robert Jackson observed that “when notice is a person’s due, process which is a mere gesture is not due process.” *Id.* at 315. Notice by publication may be allowed in exceptional situations, “where it is not reasonably possible or practicable to give more adequate warning.” *Id.* at 317. Generally, however, notice by ordinary mail is required whenever “the names and post office addresses of those affected by a

proceeding are at hand.” *Id.* at 318. In all circumstances, the rule remains that “within the limits of practicality notice must be such as is reasonably calculated to reach interested parties.” *Id.*

The Diocese proposes that notice of the bar date be given by mail to individuals whose names it can identify as possible victims of sexual abuse, and to unknown victims through a combination of procedures that include publication in both regional and national newspapers, internet postings, the issuance of press releases and the issuance of requests for the display of notices in public places. Technically, this proposal has the potential to satisfy the notice requirements described in *Mullane v. Central Hanover Bank and Trust Co.* The problem is that the Diocese bases its position on an unproven assumption that the Diocese is likely within a reasonable time to prepare a reliable list of names and addresses for those individuals that it should have reason to identify as possible victims of sexual abuse.

This case is not like a typical commercial filing, in which the debtor can readily identify from its books and ledgers all of the actual and disputed trade creditors. We share concern about whether anyone has conducted a comprehensive review of records, at both the Diocesan and parish levels, for the purpose of identifying every individual who may have reported an instance of abuse. Moreover, because the CVA reopened claims that may have occurred decades ago, existing records may not necessarily include a current name and address. These factors may help to explain challenges that the Diocese has apparently encountered in preparing a complete roster of potential claimants. On March 4, 2020, this Court granted the debtor’s motion for permission to place under seal the schedule of CVA creditors. It has taken the Diocese more than six months to file this schedule.

To the extent that they are excluded from the proposed mailing, abuse victims will receive notice of the bar date through means of publication and public postings. But like the situation in *Mullane v. Central Hanover Bank & Trust Co.*, “[i]t would be

idle to pretend that publication alone . . . is a reliable means of acquainting interested parties of the fact that their rights are before the courts.” 339 U.S. at 315. We largely avoid this problem, however, by allowing claims to be filed until August 14, 2021, that is, upon the closing of the reopened statute of limitations under New York law.

A bar date operates to cut off the ability of disputed creditors to assert claims in bankruptcy. By making that date coterminous with the statute of limitations, we terminate no rights that a plaintiff could otherwise have asserted outside of bankruptcy. For those creditors who may never have received notice of the bankruptcy or its bar date, any deficiency of notice will have no consequence more adverse than what state law would already impose.

In reopening the statute of limitations, the CVA expressed a policy decision that deserves the respect of this Court. Unless good cause is otherwise demonstrated, we should appropriately honor the decision of New York to allow the assertion of claims through August 14, 2021. Many of the claims against the Diocese involve events that might also serve as the basis for a cause of action against clergy and parishes who do not enjoy the protection of the Bankruptcy Code. A bankruptcy claims bar date of August 14, 2021, will avoid some of the confusion regarding the deadline for victims to take action. This avoidance of confusion inures to the benefit of both claimants and the Diocese. In the Mediation Motion, the Diocese asserted a desire to work toward a global settlement of claims against both the Diocese and its parishes. The common deadline of August 14, 2021, will reduce the likelihood of the problem that might occur if a plaintiff were to commence a timely action against a parish but file a late claim against the Diocese.

By setting a bar date of August 14, 2021, we allow references to deadlines under the CVA to serve as a reminder to take action prior to the bar date in bankruptcy. We appreciate also that in the field of personal injury, legal advertising has become ubiquitous. At no additional cost to the Diocese, entrepreneurial law firms will likely

use television and other media to give prospective plaintiffs a notice more effective than the suggested notice by publication and posting. A common deadline for litigation and proofs of claim will simplify the advertising process and concomitantly facilitate the dissemination of information regarding the bar date. A bar date of August 14, 2021, should also not become a cause for delay, particularly because the parties in the insurance litigation can use this time to receive the report of the insurance archivist and to advance exchanges of information needed as a prerequisite for either litigation or mediation.

For the reasons stated above, the Court will set August 14, 2021, as the claims bar date in this case.

Noticing

The Diocese proposes to give notice of the bar date through a combination of service by ordinary mail, publication and postings. We agree with the suggestion that notice should be mailed to all scheduled creditors and to anyone that the Diocese can identify as having a potential claim arising from an event of sexual abuse. Because the date will coincide with the reopened statute of limitations, the Court sees no need for incurring the special expense of publication in a national newspaper. Otherwise, with one adjustment, the Court will approve the debtor's proposal for publication in regional daily newspapers and for dissemination of notices. At oral argument on the motions, debtor's counsel indicated a willingness to publish a bar date notice in the monthly newspaper of the Diocese. In the short time since that hearing, the Diocese has announced that it is discontinuing the newspaper's print edition. In lieu of that option, the Diocese should direct each of its parishes to distribute the notice of bar date in or with their weekly bulletin for at least eight Sundays between now and August 14, 2021. In anticipation of higher levels of church attendance on special holy days, three of these distributions should occur on the Sunday before Christmas, on Palm Sunday and on Easter.

Proof of Claim Format

The Bar Date Motion further asks that the Court mandate the use of two proof of claim forms, the first for general creditors and the second for those who wish to assert a sexual abuse claim. The form for sexual abuse claims would require responses to specific questions regarding the alleged injury. The rationale and procedure for enforcement of the debtor's request are stated in paragraph 25 of its motion:

"Because detailed information is needed to process Sexual Abuse Claims, the Diocese proposes that, if a claimant submits a proof of claim asserting a Sexual Abuse Claim using the General Proof of Claim Form, or Official Bankruptcy Form 410, on or before the Bar Date, such claim will be treated as timely filed only if such claimant submits a completed Sexual Abuse Proof of Claim prior to the earlier of the Bar Date and the date which is thirty (30) days following receipt of written notice from the Diocese of the need to complete and submit a Sexual Abuse Proof of Claim."

For the reasons stated hereafter, this portion of the motion is denied.

The Judicial Conference of the United States has prescribed Official Forms for use in bankruptcy proceedings. These include Form 410, which serves as the generally acceptable format for a proof of claim. Its use is then mandated by Bankruptcy Rule 9009(a), which states as follows:

"The Official Forms prescribed by the Judicial Conference of the United States shall be used *without alteration*, except as otherwise provided in these rules, in a particular Official Form, or in the national instructions for a particular Official Form. Official Forms may be modified to permit minor changes not affecting wording or the order of presenting information, including changes that: (1) expand the prescribed areas for responses in order to permit complete responses; (2) delete spaces not needed for responses; or (3)

delete items requiring details in a question or category if the filer indicates – either by checking ‘no’ or ‘none’ or by stating in words – that there is nothing to report on that question or category.”

(emphasis added). Here, particularly with regard to the Sexual Abuse Proof of Claim, the Diocese proposes alterations not minor and for which no one has cited any authority for deviation from the Official Form. We are further obliged to follow the directives of Bankruptcy Rule 3001(a), which states that “[a] proof of claim shall conform substantially to the appropriate Official Form.”

The Court does not need to decide at this time whether the use of modified forms as proposed by the debtor might still conform substantially to the Official Form. Rather, the problem with the Diocese’s proposal involves its request to reject the use of Official Form 410. Having received the approval of the Judicial Conference of the United States, Form 410 must suffice to establish the timely filing of a proof of claim. The debtor also errs in proposing that a claim can be deemed disallowed unless modified within 30 days of a notice of the need for modification. Parties in interest can effect the disallowance of a claim only by following the procedures of Bankruptcy Rule 3007, which imposes on the objector a burden to file a formal objection on notice to the claimant.

Even if the Bankruptcy Rules were to allow the Court to compel use of a form that differed from the Official Forms, we would be disinclined to apply such an option in the present instance. For at least some abuse victims, the recitation of facts and details may impose emotional challenges. Such disclosures may be necessary at some appropriate time, but not in the context of filing a simple proof of claim. As stated in Bankruptcy Rule 3001(a), “[a] proof of claim is a written statement setting forth a creditor’s claim.” For this purpose, it suffices to respond briefly to question 8 of Official Form 410, which asks the claimant merely to state the basis of the claim. For some, a mandate to disclose more particular details may have a chilling effect on their

willingness even to file a claim. Instead, the proof of claim should serve as a means to identify claimants, although with a recognition that the claimant may need to respond thereafter to questions presented with sensitivity for the circumstances of any tort victim.

Attorneys will ultimately represent many of the abuse claimants. In all such instances, requests for information about the details of abuse are appropriately presented in the first instance to counsel. But the debtor proposes to send the bar date notice and claim forms directly to potential victims for whom an attorney has not yet appeared. For this reason, the supplemental inquiries are premature, and should instead be deferred until either counsel is identified or it becomes clear that no counsel is involved.

In as much as the Court will not mandate the use of an expanded proof of claim form, we need not address the request of the Catholic Mutual Relief Society of America to incorporate an even broader set of questions. Nothing in this decision precludes any interested party from making an appropriate request for information, either informally or through use of inquiries under Bankruptcy Rule 2004. The debtor might wish to consider a supplemental post-claim questionnaire. *Cf. In re A. H. Robins Co., Inc.*, 862 F.2d 1092 (4th Cir. 1988). We welcome a consideration of these or other approaches upon proper application at a future date.

Protocols for Filing Proofs of Claim

The Diocese has proposed a detailed set of protocols that it believes will help to maintain confidentiality for sexual abuse claimants. Its proposal includes the employment of Bankruptcy Management Solutions, Inc. (an entity operating under the trade name of "Stretto"), as an exclusive claims agent. The Diocese recommends that sexual abuse claimants be directed to file their proofs of claim with Stretto, that the claims be held and treated in confidence, and that access be restricted generally to

authorized parties who execute a confidentiality agreement.

In relevant part, 28 U.S.C. § 156(c) provides as follows:

"Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of [the Bankruptcy Code], where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States."

The debtor has agreed that Stretto will be compensated from estate assets. Accordingly, we find that section 156(c) authorizes the employment of Stretto as a claims agent. Having duly considered the debtor's representations regarding the experience of Stretto in maintaining the confidentiality of claims in other cases, the Court will approve its appointment for the purpose of accepting claims. Section 107(b)(2) of the Bankruptcy Code states that this Court may "protect a person with respect to scandalous or defamatory matter contained in a paper filed in a case under this title." Because some of the abuse claims may involve information that is scandalous or defamatory to the claimant, we accept the Diocese's proposal to employ confidentiality protocols with regard to proofs of claim filed with Stretto. However, we deny the request to designate Stretto's agency as exclusive, and will allow the Bankruptcy Clerk to accept the filing of proofs of claim with full public access.

Bankruptcy Rule 5005(a)(1) provides generally that proofs of claim "shall be filed with the clerk in the district where the case under the Code is pending." Additionally, this rule directs that the Bankruptcy Clerk "shall not refuse to accept for filing any petition or other paper presented for the purpose of filing solely because it is not presented in proper form as required by these rules or any local rules or practices." Although willing to allow Stretto to serve as a claims agent, we find insufficient justification to preclude a party from filing a proof of claim with the

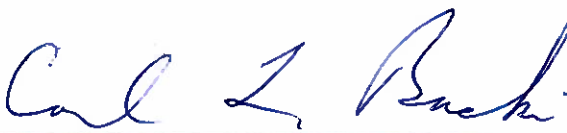
Bankruptcy Clerk. Even without establishment of a bar date, the Bankruptcy Clerk has already received 22 proofs of claim, including at least one that alleges sexual abuse. Such public filings are proper and will be allowed for the duration of this case. To address concerns about privacy, any bar date notice should advise that confidentiality protocols will apply only to claims submitted to the claims agent.

Conclusion

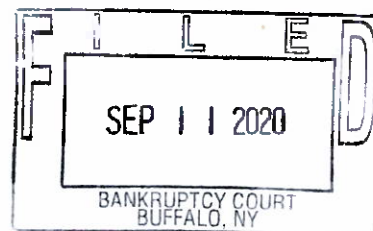
For the reasons and subject to the conditions stated herein, the Court will rule as follows: (1) the application to refer matters to mediation is denied, without prejudice to a future application for similar relief; (2) the debtor shall effect appropriate notice of a claims bar date of August 14, 2021; (3) proofs of claim shall comply substantially with Official Form 410; and (4) the debtor may employ a claims agent, who may accept proofs of claim on a non-exclusive basis. In consultation with the Official Committee of Unsecured Creditors and any party who requests an opportunity to comment, the debtor shall prepare detailed orders that more fully memorialize the decision of this court.

So ordered.

Dated: September 11, 2020
Buffalo, New York



Hon. Carl L. Bucki, Chief U.S.B.J., W.D.N.Y.



Notice Recipients

District/Off: 0209-1
Case: 1-20-10322-CLB

User: admin
Form ID: pdforder

Date Created: 9/11/2020
Total: 21

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TOTAL: 21

EXHIBIT 12

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905

Chapter 11 Case

Debtor,

**ORDER ESTABLISHING A DEADLINE FOR FILING PROOFS OF CLAIM
AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon the motion of The Diocese of Rochester (the “Debtor” or “Diocese”), for entry of an order (a) establishing a deadline by which proofs of claim against the Debtor’s bankruptcy estate must be filed; (b) approving the forms of proofs of claim; (c) approving procedures for maintaining the confidentiality of certain claims; (d) approving the form and manner of notice of the deadline to file proofs of claim; and (e) granting related relief [Docket No. 376] (the “Motion”);¹ and all objections to the Motion having been resolved or overruled; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this Chapter 11 Case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that, except as otherwise ordered herein, no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.

Establishment of Bar Date

2. August 13, 2020 at 11:59 P.M. (prevailing Eastern time) is the deadline for all persons and entities, including governmental units and Sexual Abuse Claimants, to file prepetition claims in this Chapter 11 Case (the "Bar Date").

Approval of Proposed Forms

3. The General Proof of Claim Form, Sexual Abuse Proof of Claim Form, Confidentiality Agreement, Bar Date Notice, and the Publication Notice, in the forms annexed hereto as **Schedules 1, 2, 3, 4, and 5**, respectively, are hereby approved.

Who Must File Proofs of Claim

4. Except as provided in paragraph 6 of this Order, any person or entity holding a prepetition claim against the Debtor must file a proof of claim in accordance with the procedures described herein by the Bar Date. The Bar Date applies to all persons and entities (including governmental units), that assert Claims, as defined in § 101(5) of the Bankruptcy Code, against the Debtor (whether secured, unsecured priority or unsecured non-priority) that arose prior to or on the Petition Date, including, without limitation, any Sexual Abuse Claims. For purposes of this Order, a "Sexual Abuse Claim" is as defined in the Sexual Abuse Proof of Claim Form. Any person or entity asserting a prepetition claim against the Debtor does not waive their right to a jury trial, if any, by filing a proof of claim.

5. Any person or entity who is required to file a proof of claim pursuant to this Order but fails to do so on or before the Bar Date (i) may not be treated as a creditor with respect to such Claim and may not be entitled to vote to accept or reject, or to share in any distribution under, any

Chapter 11 plan proposed and/or confirmed in this Chapter 11 Case; and (ii) may be forever barred, estopped, and enjoined from asserting such Claim against the Debtor (or filing a proof of claim with respect thereto), and the Debtor and its property may be forever discharged from any and all indebtedness or liability with respect to such Claim.

6. **The following persons or entities must file a proof of claim on or before the**

Bar Date:

- (a) Any person or entity who believes its prepetition claim was omitted from the Debtor's Schedules of Assets and Liabilities (as amended) filed in this Chapter 11 Case (the "Schedules"), or whose prepetition claim is listed in the Schedules, but is designated as being "contingent," "unliquidated," or "disputed," and who may be entitled to any distributions to creditors that may be made in this Chapter 11 Case;
- (b) Any person or entity who believes that its prepetition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than as identified in the Schedules; and
- (c) Any person who wishes to assert a Sexual Abuse Claim against the Debtor, regardless of whether such person has previously filed a lawsuit against the Debtor or otherwise has given formal or informal notice of such claims to the Debtor, including any person whose claim may be barred by a statute of limitations or repose in effect as of the Bar Date.

7. **The following persons or entities are not required to file proofs of claim at this**

time:

- (a) Any person or entity that has already properly filed a proof of claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Western District of New York, Rochester Division, except that, subject to Paragraph 11 of this Order, any person who has asserted a Sexual Abuse Claim must submit a completed Sexual Abuse Proof of Claim;
- (b) Any person or entity: (a) whose claim is listed in the Schedules or any amendments thereto; and (b) whose claim is not identified therein as "contingent," "unliquidated," or "disputed," and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;

- (c) Any professionals retained by the Debtor or the Committee pursuant to orders of this Court, who assert administrative claims for payment of fees and expenses subject to the Court's approval, pursuant to sections 330, 331(a) and 503(b) of the Bankruptcy Code;
- (d) Any person or entity that asserts an administrative expense claim against the Debtor pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code;
- (e) Any person or entity whose claim against the Debtor is allowed by an order of the Court entered on or before the Bar Date; and
- (f) Any person or entity whose claim has been previously settled or paid in full.

Procedure for Filing Proofs of Claim

8. **Proofs of claim may not be filed with the Court** or with the Clerk of the Court.

Instead, **all proofs of claim must be submitted to Stretto**, the Debtor's Claims and Noticing Agent, as set forth in paragraphs 9 and 10 below.

9. All claimants, except for those asserting Sexual Abuse Claims, shall submit their proof of claim using the General Proof of Claim Form, a copy of which is attached hereto as **Schedule 1**. In order to be considered valid, each General Proof of Claim submitted in this Chapter 11 Case must: (a) be written in English, (b) be denominated in lawful currency of the United States as of the Petition Date, (c) have attached copies of any writings upon which the claim is based in accordance with bankruptcy Rules 3001(c) and 3001(d) (including for secured claims, evidence that the security interest has been perfected) unless such writings are voluminous or confidential, in which case a summary must be attached or an explanation provided as to why such writings are not available and such writings will be provided to the Debtor and/or the Committee upon request, and (d) be actually received by Stretto, the Debtor's Claims and Noticing Agent, as of the Bar Date either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/rochesterdiocese> or (ii) by delivering an original copy by hand delivery, first class mail or overnight courier to The Diocese of Rochester, Claims Processing c/o Stretto,

8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted. In the event that a completed General Proof of Claim is mailed to or personally delivered to the Clerk of the Court for the United States Bankruptcy Court for the Western District of New York, Rochester Division, the proposed Bar Date Order directs the Clerk of the Court to mark the Proof of Claim with the date and time of receipt, place the Proof of Claim Form in a sealed envelope, and transmit the sealed envelope to Stretto at the address for receipt of General Proofs of Claim Forms above.

10. All claimants asserting Sexual Abuse Claims shall submit their proof of claim using the Sexual Abuse Proof of Claim Form, a copy of which is attached hereto as **Schedule 2**. In order to be considered valid, each Sexual Abuse Proof of Claim must: (a) be written in English, (b) contain responses to all requests for information set forth therein to the best of the Sexual Abuse Claimant's knowledge at the time the form is signed, (c) be signed by the Sexual Abuse Claimant (or if such Sexual Abuse Claimant is a minor, legally incapacitated, or deceased, by such Sexual Abuse Claimant's parent, legal guardian or executor), and (d) be actually received by Stretto, the Debtor's Claims and Noticing Agent, as of the Bar Date either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/rochesterdiocese> or (ii) by delivering an original copy by hand delivery, first class mail or overnight courier to The Diocese of Rochester, Claims Processing c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted. In the event that a completed Sexual Abuse Proof of Claim is mailed to or personally delivered to the Clerk of the Court for the United States Bankruptcy Court for the Western District of New York, Rochester Division, the Clerk of the Court is directed to mark the Sexual Abuse Proof of Claim with the date and time of receipt, place the Sexual Abuse Proof of Claim in a sealed envelope, and transmit the sealed

envelope to Stretto at the address for receipt of Sexual Abuse Proofs of Claim above. A Sexual Abuse Claim may only be made on account of Sexual Abuse of an individual. Any other claim may be asserted as General Claim.

11. If a claimant submits a timely proof of claim that appears to assert a Sexual Abuse Claim on a document that is not a Sexual Abuse Proof of Claim Form, such claim will be treated as timely filed so long as such claimant submits a completed Sexual Abuse Proof of Claim as of the later of the Bar Date and the date which is thirty days following written notice by the Debtor to such Sexual Abuse Claimant from the Debtor of the need to complete and submit a Sexual Abuse Proof of Claim. The Debtor shall provide a copy of such notice to the Committee at the same time the notice is sent to the claimant.

Establishment of Confidentiality Protocol

12. Due to the nature of the information requested in the Sexual Abuse Proof of Claim Form, the following confidentiality protocol ("Confidentiality Protocol") shall apply to all Sexual Abuse Proofs of Claim submitted by Sexual Abuse Claimants:

- (a) All claimants asserting a Sexual Abuse Claim are directed to submit such claims directly to Stretto, the Debtor's Claims and Noticing Agent, using the Sexual Abuse Proof of Claim Form. Such claims should not be filed with the Court.
- (b) Sexual Abuse Proofs of Claim received by Stretto will be treated as confidential and will be made available only to Authorized Parties (as defined below) unless a Sexual Abuse Claimant affirmatively elects to have their Sexual Abuse Proof of Claim disclosed publicly. Any claim that appears to be a Sexual Abuse Claim that is filed as a General Claim shall be treated by Stretto as a confidential claim pending resolution of the claimant's intent regarding confidential treatment of such claim. The Confidentiality Protocol is for the sole and exclusive benefit of the Sexual Abuse Claimants. Accordingly, any Sexual Abuse Claimants may elect to make information contained in his or her personal Sexual Abuse Proof of Claim public, even if he or she does not elect to have his or her personal Sexual Abuse Proof of Claim disclosed publicly. For the avoidance of doubt, Sexual Abuse Claimants are not bound by the confidentiality provisions of this Order with respect to disclosures regarding their own

Sexual Abuse or any information disclosed by a Sexual Abuse Claimant in his or her Sexual Abuse Claim.

- (c) Sexual Abuse Proofs of Claims received by Stretto shall be held and treated as confidential by Stretto, and copies thereof shall be provided or made available only to the following parties (the “Authorized Parties”):
- i. The Bishop of Rochester, officers of the Debtor, and such other current or former employees of the Debtor who are necessary to assist the Debtor in reviewing and analyzing the Abuse Proofs of Claim. For the avoidance of doubt, any person that was disclosed to the Debtor as an individual who had allegedly committed an act of sexual abuse, as well as any person identified as an alleged abuser in a Sexual Abuse Proof of Claim Form or who is otherwise acknowledged by the Debtor² as someone who committed Sexual Abuse, shall not be an Authorized Person pursuant to this Paragraph 12(c)(i), *provided, however*, that the Debtor is authorized to discuss the contents of any Sexual Abuse Proof of Claim, (other than the claimant’s name, address, and other information identified in Parts 1 and 2(a) of the Sexual Abuse Proof of Claim Form, the signature block and any other information which could reasonably be used to personally identify a Sexual Abuse Claimant or any witness to the abuse disclosed in the Sexual Abuse Proof of Claim Form), with a person identified as an alleged abuser who was not previously disclosed to the Debtor as an individual who had committed an act of sexual abuse, *provided, further*, that if the Debtor seeks to disclose information that could reasonably be used to identify a Sexual Abuse Claimant or a witness identified in a Sexual Abuse Proof of Claim Form with an alleged abuser, the Debtor may do so upon written consent from the Committee. If the Committee does not consent, the Debtor may contact the Court to arrange a telephonic conference seeking such authorization upon no less than three (3) days’ notice to the affected Sexual Abuse Claimant(s), the Committee and the Debtor;
 - ii. Counsel to the Debtor or the Committee retained pursuant to an order of the Bankruptcy Court, including partners, counsel, associates, and employees of such counsel;
 - iii. Members of the Committee and their individual counsel (after the Sexual Abuse Proof of Claim has been redacted to remove the claimant’s name, address, and other information identified in Parts 1 and 2(a) of the Sexual Abuse Proof of Claim Form, the signature

² Individuals acknowledged by the Debtor as someone who has committed an act of Sexual Abuse include, but are not limited to, those individuals identified by the Debtor on its website at <https://www.dor.org/protecting-our-children/dispositions-2002-present/> (last visited January 31, 2020).

block and any other information which could reasonably be used to personally identify a Sexual Abuse Claimant);

- iv. Upon the consent of the Debtor, any insurance company that provided insurance or reinsurance that may cover the claims described in any Sexual Abuse Proof of Claim, together with their respective successors, reinsurers and counsel;
 - v. Any person appointed pursuant to an order of the Bankruptcy Court to serve as a mediator, as a representative for unknown or future claimants, or as a special arbitrator/claims reviewer appointed to review and resolve Sexual Abuse Claims, in this Chapter 11 Case or any adversary proceeding filed in this Chapter 11 Case;
 - vi. Any trustee, or functional equivalent thereof, appointed to administer payments to Sexual Abuse Claimants, including pursuant to a plan of reorganization or a proposed plan of reorganization;
 - vii. Any person upon express written consent of the affected Sexual abuse Claimant, *provided, however*, that if the Sexual Abuse Claimant filed his or her claim *pro se*, then consent of the Sexual Abuse Claimant and counsel to the Committee shall be obtained before disclosing such claimant's proof of claim to any person pursuant to this Paragraph 12(c)(vii);
 - viii. Any person with the express written consent of the Debtor and the Committee, upon 10 business days' notice to the affected Sexual Abuse Claimant(s);
 - ix. Such other persons as the Court may authorize to access to one or more of the Sexual Abuse Proofs of Claim pursuant to subsequent order; *provided, however*, that any such determination shall be made on no less than 7 days' notice to the affected Sexual Abuse Claimant(s), the Committee and the Debtor; and
 - x. Counsel of record to any Authorized Party upon execution of a Confidentiality Agreement by such counsel.
- (d) Notwithstanding the designation of Authorized Parties above, no person or entity may obtain copies of any Sexual Abuse Proof of Claim prior to the execution of a confidentiality agreement substantially in the form attached hereto as **Schedule 3** (the "Confidentiality Agreement"); provided, however that a mediator appointed in the case shall not be required to execute a confidentiality agreement if such mediator is currently a Bankruptcy Judge or District Court Judge. Counsel of record to any Authorized Party shall only be required to execute a single Confidentiality Agreement, which shall be deemed binding on their entire firm. Access to the Sexual Abuse Proofs of Claim for all other Authorized Parties shall be restricted to the natural

person who executes a Confidentiality Agreement, and a separate Confidentiality Agreement must be signed by each natural person seeking access to the Sexual Abuse Proofs of Claim on behalf of an Authorized Party. Copies of all Confidentiality Agreements shall be provided to the Debtor and the Committee through their respective counsel.

- (e) Authorized Parties in possession of any Sexual Abuse Proof(s) of Claim shall keep such Sexual Abuse Proof(s) of Claim confidential and shall not use or disclose any information provided in any Sexual Abuse Proof(s) of Claim except in accordance with the terms of this Order, the Confidentiality Agreement or pursuant to an order of this Court, unless the Sexual Abuse Claimant has elected to make his or her Sexual Abuse Proof of Claim public by indicating such consent in Part 1 of the Sexual Abuse Proof of Claim Form. Authorized Parties may not contact a witness identified in a Sexual Abuse Proof of Claim Form based upon information obtained solely from the Sexual Abuse Proof of Claim Form;
- (f) Stretto shall assign to each claimant asserting a Sexual Abuse Claim a unique identifier code and shall maintain a confidential list of the identities of the Sexual Abuse Claimants, their corresponding identifier code, and their respective Sexual Abuse Proof(s) of Claim. The confidential list of the identities of Sexual Abuse Claimants shall be provided only to such parties that are Authorized Parties entitled to the personally identifying information of Sexual Abuse Claimants pursuant to this Order.

Notice of Bar Date

13. Within thirty (30) days following entry of the Bar Date Order, the Debtor shall serve by United States mail, first-class postage prepaid: (i) notice of the Bar Date, substantially in the form attached hereto as **Schedule 4** and incorporated herein by reference (the "**Bar Date Notice**"); and (ii) a copy of the General Proof of Claim Form (together with the Bar Date Notice, the "**General Claim Notice Package**"), upon (a) the Office of the United States Trustee; (b) counsel to the Official Committee of Unsecured Creditors; (c) all entities who have filed a notice of appearance in the Debtor's case; (d) all creditors listed in the Debtor's Schedules (except those creditors listed on the portions of Schedule F filed under seal relating to Abuse Claimants); (e) all parties to executory contracts and unexpired leases of the Debtor; (f) all entities that have previously filed proofs of claim in the Debtor's Chapter 11 Case; (g) any other persons and entities

or their counsel, including governmental units, known to the Debtor as entities who may reasonably be expected to have claims against the estate; and (h) such additional persons and entities as deemed appropriate by the Debtor. The Notice of Bar Date shall provide an internet link to a list of all entities within the territory of the Diocese that may be implicated by the Debtor's chapter 11 case, including Parishes, Schools, entities for which the Bishop is the President, and sole member entities for which the Bishop is the sole member.

14. Within thirty (30) days following entry of the Bar Date Order, the Debtor shall serve by United States mail, first-class postage prepaid: (i) the Bar Date Notice [**Schedule 4**], (ii) a copy of the Bar Date Order (without exhibits or schedules), and (iii) a Sexual Abuse Proof of Claim Form (together with the Bar Date Notice, the "Sexual Abuse Claim Notice Package"), upon each person, or their respective counsel, who, (a) is listed on that portion of the Debtor's Schedule F filed under seal, or (b) to the knowledge of the Debtor as determined after a review of the Debtor's books and records (including documents maintained as confidential files by the Debtor and/or the Bishop of the Diocese of Rochester) has (w) filed, or threatened to file, a lawsuit against the Debtor alleging that such Sexual Abuse Claimant was subjected to Sexual Abuse by an individual for whom the Diocese was allegedly responsible; (x) otherwise contacted the Debtor to report that they were subjected to Sexual Abuse by an individual for whom the Diocese was allegedly responsible, whether or not that individual's claim was considered to be substantiated and whether or not the report was written or verbal, in either case where contact information for such person or his or her attorney is included in the Debtor's books and records; (y) been identified to the Debtor as an individual who was subjected to Sexual Abuse by an individual for whom the Diocese was allegedly responsible to the extent contact information for such person or his or her attorney is included in the Debtor's books and records; or (z) previously filed a proof of claim in

the Debtor's Chapter 11 Case asserting a claim based on Sexual Abuse. Notwithstanding the foregoing, the Debtor shall not be required to send a Sexual Abuse Claim Notice Package to any person who has previously entered into a settlement with the Debtor regarding a claim based on Sexual Abuse if the Debtor has performed all of its obligations under the terms of such settlement.

15. Within thirty (30) days following entry of the Bar Date Order, the Debtor shall serve the Bar Date Notice [**Schedule 4**] by United States mail upon any person identified on: (a) the mailing list used for the Catholic Courier during the last 12 months; (b) any alumni lists used by Catholic schools of the Diocese or parishes of the Diocese within the last 12 months; and (c) the mailing list used for the Diocese's Catholic Ministries Appeal during the last 12 months.

16. In addition to providing direct notice to known creditors as set forth above, subject to applicable publication guidelines and submission deadlines, the Debtor shall cause a notice in substantially the form attached hereto as **Schedule 5** (the "Publication Notice") to be published as follows:

- i. Once, no later than 60 days prior to the Bar Date, in either *The New York Times*, National Edition or *USA Today*, and
- ii. Twice, with the first publication no later than 60 days prior to the Bar Date and the second publication no later than 30 days prior to the Bar Date in *The Rochester Democrat and Chronicle*, *The Buffalo News*, *The Syracuse Post-Standard*, and *The Catholic Courier*.
- iii. Beginning no later than 20 days after the date hereof and until the Bar Date, on any Facebook or Twitter account maintained by the Debtor in a pinned posting, and, to the Debtor's reasonable best efforts, on a Facebook or Twitter account maintained by any Parish of the Diocese in a pinned posting. Such posting shall provide one-click links to the General Proof of Claim Form and the Sexual Abuse Proof of Claim Form. Such accounts include the following:
 1. Twitter accounts: @RochDiocese; @ROC_ENC;
@CatholicCourier
 2. Facebook: Diocese of Rochester

- iv. Every 30 days between now and the Bar Date, posted on websites, Facebook accounts, and Twitter accounts.

17. In addition to the foregoing publication, the Debtor shall use reasonable efforts to take the following additional measures to disseminate information relating to the Bar Date as soon as practicable following entry of this Order:

- i. Beginning within twenty (20) days of the Bar Date and at least through the Bar Date, the Debtor shall cause prominent, one-click links to the General Claim Notice Package and the Sexual Abuse Claim Notice Package to be posted on the case management website maintained by Stretto.
- ii. The Debtor shall establish and maintain, or cause Stretto to establish and maintain, a telephone number which may be used by claimants to ask questions or to request copies of the General Claim Notice Package, the Sexual Abuse Claim Notice Package, or parts thereof;
- iii. Beginning within twenty (20) days of the Bar Date and at least through the Bar Date, the Debtor shall cause links to the General Claim Notice Package and the Sexual Abuse Claims Notice Package to be posted on the Debtor's website and accessible via a prominent one-click tab maintained on the website's homepage.
- iv. Within thirty (30) days of entry of the Bar Date Order and thirty (30) days prior to the Bar Date, the Debtor shall issue a press release regarding the Bar Date and including the Bar Date Notice [**Schedule 4**] to the news departments of the following:
 - a. Newspapers *The Rochester Democrat and Chronicle, The Buffalo News, The Syracuse Post-Standard, The Catholic Courier, The New York Times, The Wall Street Journal, USA Today, The New York Post, Newsday* and *The Journal News*;
 - b. Television stations WROC, WHEC, and WHAM; and
 - c. Radio stations WHAM, WROC, WYSL, WXXI and WHIC.
- v. The Debtor will mail a copy of the Publication Notice [**Schedule 5**] to each Parish and ministry (except primary and secondary schools) overseen by the Bishop of Rochester with instructions to display the Publication Notice in a prominent place until expiration of the Bar Date.
- vi. The Debtor will mail a copy of the Bar Date Notice [**Schedule 4**] to the following be on the Debtor's stationary and shall request that the party post the Bar Date Notice in a prominent place until the expiration of the Bar Date:


- a. the Attorney General of the State of New York; and
- b. For each of the counties of Monroe, Cayuga, Livingston, Wayne, Tioga, Tompkins, Ontario, Seneca, Schuyler, Yates, Steuben and Chemung, New York:
 - i. the district attorney's office;
 - ii. sheriff's office;
 - iii. any county government center;
 - iv. at least one public health agency (if any); and
 - v. at least one substance abuse agency or hospital (if any).

18. The Court finds that the form and manner of giving notice of the Bar Date as approved herein fulfills the notice requirements of the Bankruptcy Rules and is reasonably calculated under the circumstances to apprise both known and potential unknown creditors of the establishment of the Bar Date and the need to file a proof of claim, consistent with the due process rights of all parties under the standards established in *Mullane v. Central Hannover Bank & Trust Co.*, 339 U.S. 306 (1950) and *Hecht v. United Collection Bureau, Inc.*, 691 F.3d 218 (2d Cir. 2012). Accordingly, the Debtor is authorized and directed to serve and/or publish notice of the Bar Date in the manner described herein.

19. Nothing contained in this Order is intended or should be construed as a finding as to the validity of any claim against the Debtor, and all parties retain all rights to dispute any claim on any grounds. All parties retain the right to dispute, or to assert offsets or defenses to, any claim (whether or not reflected on the Schedules or any amendments thereto) as to amount, liability, classification, or otherwise, and to subsequently designate any claim as contingent, unliquidated or disputed.

20. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: February 25, 2020
Rochester, New York


Hon. Paul R. Warren
United States Bankruptcy Judge

Schedule 1

(To Bar Date Order)

General Proof of Claim Form

Fill in this information to identify the case:

The Diocese of Rochester
Case Number: 19-20905

United States Bankruptcy Court for the Western District of New York

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

No

Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Name

Street Address

City

State

ZIP Code

Contact phone

Contact email

Where should payments to the creditor be sent? (if different)

Name

Street Address

City

State

ZIP Code

Contact phone

Contact email

4. Does this claim amend one already filed?

No

Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No

Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____ Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

Supporting Documents

Schedule 2

(To Bar Date Order)

Sexual Abuse Proof of Claim Form

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905

Chapter 11 Case

Debtor,

CONFIDENTIAL SEXUAL ABUSE PROOF OF CLAIM

**THIS FORM MUST BE RECEIVED NO LATER THAN AUGUST 13, 2020
AT 11:59 P.M. (PREVAILING EASTERN TIME) (THE "BAR DATE")**

Carefully read the instructions that are included with this **CONFIDENTIAL SEXUAL ABUSE PROOF OF CLAIM** and complete all applicable questions.

For purposes of this Proof of Claim, a "Sexual Abuse Claim" is any claim (as defined in section 101(5) of the Bankruptcy Code) against The Diocese of Rochester (the "Diocese") resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, sexually-related psychological, or sexually-related emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Diocese or any other person or entity for whose acts or failures to act the Diocese is or was allegedly responsible. A "Sexual Abuse Claimant" is the person asserting a Sexual Abuse Claim against the Diocese. If the Sexual Abuse Claimant is a minor, a parent or legal guardian may complete this Sexual Abuse Proof of Claim on the minor's behalf. If the Sexual Abuse Claimant is deceased or incapacitated, the Sexual Abuse Claimant's legal representative or executor of the decedent's estate may complete this Sexual Abuse Proof of Claim on their behalf.

THIS PROOF OF CLAIM IS FOR SEXUAL ABUSE CLAIMS ONLY.

TO BE VALID, THIS SEXUAL ABUSE PROOF OF CLAIM MUST:

- (A) Be written in English or include a translation if responses are in a language other than English;
- (B) Provide responses that are complete and accurate to the best of your knowledge;
- (C) Be signed by the Sexual Abuse Claimant, except that if the Sexual Abuse Claimant is a minor, incapacitated or deceased, this Sexual Abuse Proof of Claim may be signed by the Sexual Abuse Claimant's parent, legal guardian, or executor, as applicable; and
- (D) Be actually received by Stretto, the Diocese's claims and noticing agent, on or prior to the bar date, either:
 - (i) electronically using the interface available at:
<https://case.stretto.com/rochesterdiocese>; or
 - (ii) via hand delivery, U.S. Mail or overnight courier to The Diocese of Rochester, Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, California 92602.

PROOFS OF CLAIM SENT BY FACSIMILE, TELECOPY, OR E-MAIL WILL NOT BE ACCEPTED.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

YOU MAY ALSO OBTAIN INFORMATION FROM THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BY CALLING TOLL FREE AT [_____].

FAILURE TO COMPLETE AND RETURN THIS FORM IN A TIMELY MANNER MAY RESULT IN YOUR INABILITY TO VOTE ON A PLAN OF REORGANIZATION AND INELIGIBILITY TO RECEIVE A DISTRIBUTION IN THE ABOVE-CAPTIONED CHAPTER 11 CASE.

THIS PROOF OF CLAIM FORM IS NOT SUFFICIENT TO ASSERT A SEXUAL ABUSE CLAIM AGAINST ANY ENTITY OTHER THAN THE DIOCESE.

ANSWER THESE QUESTIONS TO THE BEST OF YOUR KNOWLEDGE AND ABILITY AT THE TIME YOU COMPLETE THIS FORM.

A PERSON WHO FILES A FRAUDULENT CLAIM COULD BE FINED UP TO \$500,000, IMPRISONED FOR UP TO 5 YEARS, OR BOTH. 18 U.S.C. §§ 152, 157, and 3571.

PART 1: CONFIDENTIALITY

Unless the Sexual Abuse Claimant indicates below that the Sexual Abuse Claimant wants this document to be part of the public record, the Sexual Abuse Claimant's identity will be kept strictly confidential, under seal, and outside the public record pursuant to an Order of the United States Bankruptcy Court for the Western District of New York (the "Bankruptcy Court"). However, this Sexual Abuse Proof of Claim and the information in this Sexual Abuse Proof of Claim may be provided, pursuant to confidentiality procedures approved by the Bankruptcy Court, to the Diocese, certain insurers of the Diocese, the Official Committee of Unsecured Creditors (the "Committee"), their respective counsel, the United States Trustee, and to such other persons as the Bankruptcy Court may authorize.

ONLY THE SEXUAL ABUSE CLAIMANT MAY WAIVE THE CONFIDENTIALITY OF THIS PROOF OF CLAIM.

Please select only <u>one</u> option below:	
<input type="checkbox"/> I wish to keep my identity and this proof of claim CONFIDENTIAL.	<input type="checkbox"/> I want my identity and this proof of claim (together with any exhibits and attachments) to be made PUBLICLY AVAILABLE AND PART OF THE PUBLIC RECORD.
Signature:	
Print Name:	

IF YOU DO NOT CHECK EITHER BOX, IF YOU CHECK BOTH BOXES, OR IF YOU DO NOT PROVIDE YOUR NAME AND SIGNATURE ABOVE, YOUR CLAIM WILL REMAIN CONFIDENTIAL.

PART 2: IDENTIFYING INFORMATION

a. Sexual Abuse Claimant

First Name Middle Initial Last Name Suffix (if any)

Mailing Address (If party is incapacitated, is a minor or is deceased, please provide the address of the legal representative submitting the claim. If you are in jail or prison, your current address).

City State/Prov. Zip Code (Postal Code)

Telephone No(s):
Home: _____ Work: _____ Cell: _____

If you are represented by counsel, you may provide your attorney's work phone number instead of your own.

Email address: _____
If you are represented by counsel, you may provide your attorney's email address instead of your own.

Social Security Number (last four digits only): _____

If you are in jail or prison, your identification number and location of incarceration:

May the Diocese, the Committee, and their respective counsel of record in this chapter 11 case leave voicemails for you regarding your claim? Yes No

May the Diocese, the Committee, and their respective counsel of record in this chapter 11 case send confidential information to your email? Yes No

Birth Date: _____
Month Day Year

Any other name, or names, by which the Sexual Abuse Claimant has been known (including maiden name, if applicable):

b. Sexual Abuse Claimant's Attorney (if any):

Law Firm Name

Attorney's	First Name	Middle Initial	Last Name
------------	------------	----------------	-----------

Street Address

City	State/Prov.	Zip Code (Postal Code)	Country (if other than U.S.A.)
------	-------------	------------------------	-----------------------------------

Telephone No.	Fax No.	E-mail address
---------------	---------	----------------

PART 3: BACKGROUND INFORMATION

- a. Please describe your marital history, including the date(s) you were married, and provide your current marital status. You do not need to identify the name(s) of your spouse(s) unless you want to.

- b. What schools have you attended? For each school, please identify the months and years of your attendance. If you cannot recall the exact months when you began or ended each school year, please identify the season (fall, winter, spring, summer).

- c. Are you currently employed? To the best of your recollection, please describe your employment history, including the name(s) of your current and past employers, the dates you were employed, the locations of your employment, and your job(s)/title(s).

PART 4: NATURE OF COMPLAINT

(Attach additional separate sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE DIOCESE IN STATE OR FEDERAL COURT, PLEASE ATTACH THE COMPLAINT.

- a. Who committed the acts of Sexual Abuse against you? Individuals identified in this section will be referred to as the “abuser” in questions below. If applicable, you may identify more than one abuser. Please provide the complete name(s) of each abuser to the best of your recollection. If you do not know the name(s) of each abuser, please identify them by title, position or other description.

- b. How did you know the abuser? For example, was the abuser at your church, school or part of another group with which you were involved? Was the abuser a relative or family friend?

- c. If the abuser was affiliated with a church, parish, school, or Diocesan organization, please identify such church, parish, school or organization.

- d. Where did the Sexual Abuse take place? Please be specific and complete all relevant information to the best of your recollection, including the names of locations and addresses, if known.

- e. When did the Sexual Abuse take place? Please be as specific as possible. If you do not recall the exact date, provide as much information as possible, including the year and season (fall, winter, spring, or summer).

1. How old were you at the time the Sexual Abuse began? Please be as specific as possible. If you do not recall the exact date, provide as much information as possible, including the year and season (fall, winter, spring, or summer).

2. How old were you at the time the Sexual Abuse ended? Please be as specific as possible. If you do not recall the exact date, provide as much information as possible, including the year and season (fall, winter, spring, or summer).

- f. What happened (describe the nature of the Sexual Abuse against you, including the circumstances, frequency, and type(s) of Sexual Abuse):

- g. Did you tell anyone about the Sexual Abuse and, if so, whom did you tell (this would include parents, relatives, friends, representatives of the Diocese, counselors, therapists, doctors, and law enforcement authorities). If you did tell anyone, what did you tell them, and when? You do not need to disclose any communications you may have had with an attorney.

- h. Were there any witnesses to the Sexual Abuse? If there were any witnesses, please list their name(s).

PART 5: IMPACT OF COMPLAINT

(Attach additional separate sheets if necessary)

- a. What injuries and/or damages have you experienced because of the act or acts of Sexual Abuse described above? Please provide as much detail as possible. For example, describe any injuries or damages, as well as any effect on your education, employment, personal relationships, health, or faith.

- b. Have you sought counseling or other medical or mental health treatment for your injuries? If so, with whom and when?

PART 6: ADDITIONAL INFORMATION

- a. Prior Claims: Have you ever asserted a claim against the Diocese, or against any entity or individual other than the Diocese (including, but not limited to, any parish, church, school, or other organization) relating to the Sexual Abuse described in this claim? If you have, please state when you asserted the claim, against whom the claim was asserted, the manner in which the claim was asserted (for example, a complaint made to law enforcement, a lawsuit or demand letter, participation in the Diocese's Independent Reconciliation and Compensation Program (IRCP) or a similar program sponsored by an entity other than the Diocese, an informal request for compensation, etc.), and the result of such claim (including, for example, whether such claim resulted in a settlement or was adjudicated and, if so, the terms of any non-confidential settlement or the outcome of such adjudication).

- b. Bankruptcy: Have you ever filed bankruptcy?

Yes

No

Sign and print your name. If you are signing the claim on behalf of a minor, decedent or incapacitated person, state your relationship to the Sexual Abuse Claimant.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Date: _____

Signature: _____

Print Name: _____

Relationship to the Sexual Abuse Claimant: _____

Schedule 3

(To Proposed Order)

Confidentiality Agreement

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905

Chapter 11 Case

Debtor,

**AUTHORIZED PARTY CONFIDENTIALITY AGREEMENT
REGARDING SEXUAL ABUSE PROOFS OF CLAIM**

This Authorized Party Confidentiality Agreement Regarding Sexual Abuse Proofs of Claim (“Agreement”) is entered into as of [_____], 2020.

By [_____] (the “Recipient”), an Authorized Party pursuant to paragraph [12(c)] of the *Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* (the “Bar Date Order”)¹ [Docket No. ____] entered by the United States Bankruptcy Court for the Western District of New York (the “Bankruptcy Court”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”) on [_____], 2020.

WHEREAS, the Recipient will be granted access to Sexual Abuse Proofs of Claim filed in the Chapter 11 Case after execution of this Agreement pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;

WHEREAS, Recipient acknowledges that the Sexual Abuse Proofs of Claim contain sensitive, non-public information, which is to remain confidential pursuant to the Bar Date Order and the terms of this Agreement; and

WHEREAS, with the exception of counsel of record to Authorized Parties, access to the Sexual Abuse Proof of Claim Forms extends only to the natural person who executes this Agreement and a separate copy of this Agreement must be signed by each natural person who seeks access to the Abuse Proofs of Claim on behalf of an Authorized or Permitted Party. Counsel of Record to Authorized Parties may sign one form on behalf of their firm, and the terms of this Agreement and the Bar Date Order shall apply to each member, partner, shareholder, counsel, associate, paraprofessional and employee of the Recipient firm, and all such individuals shall be subject to the terms of this Agreement and the Bar Date Order as though they had signed it on their own behalf.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recipient agrees that the Sexual Abuse Proofs of Claim and any Confidential Information (as such term is defined below) contained therein shall be kept confidential pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;
2. For purposes of this Agreement, the term "Confidential Information" means each Sexual Abuse Proof of Claim itself, and any information contained in a Sexual Abuse Proof of Claim, except to the extent that the Sexual Abuse Claimant elects to permit disclosure of the information contained in the Sexual Abuse Proof of Claim by authorizing such disclosure pursuant to the terms of the Sexual Abuse Proof of Claim Form.
3. Recipient agrees to not to use or distribute any Sexual Abuse Proof of Claim Forms or Confidential Information in violation of this Agreement.
4. Recipient may use Sexual Abuse Proofs of Claim, and any Confidential Information contained therein, only in connection with the evaluation, prosecution or defense of the claims asserted in such Sexual Abuse Proofs of claim in the Debtor's Chapter 11 Case, any related adversary proceedings or contested matters in the Chapter 11 Case, any related insurance or reinsurance coverage demands, claims, disputes, or litigation, and settlement negotiations or mediations regarding all of the foregoing, and as otherwise required by applicable federal or state laws or regulations (each, a "Permitted Use").
5. Recipient shall not disclose any Confidential Information to any other person or entity except that Recipient may disclose Confidential Information (i) to any person or entity that is an Authorized Party who may receive such information pursuant to the Bar Date Order and has executed a copy of this Agreement, (ii) to the Bankruptcy Court or any other tribunal of competent jurisdiction so long as such disclosure is made pursuant to a Permitted Use and under seal, or (iii) pursuant to an order of the Bankruptcy Court after a hearing and upon notice to the affected claimant(s), the Committee and the Debtor.
6. Recipient consents to the exclusive jurisdiction of the Bankruptcy Court to adjudicate any disputes with respect to any terms, condition or alleged violations of this Agreement or the Bar Date Order.
7. Recipient shall promptly report any disclosure of Confidential Information in violation or breach of this Agreement to the Debtor and the Committee and shall cooperate with efforts to recover and secure any such Confidential Information and/or to mitigate the effects of any such disclosure.
8. Nothing in this Agreement precludes Recipient from seeking a modification of the Bar Date Order or the terms of this Agreement with respect to any proposed disclosure of Confidential Information contained in the Sexual Abuse Proof of Claim Forms, *provided, however*, that (a) any motion for such modification shall be on notice to all Sexual Abuse Claimants, the Committee and the Debtor and (b) Recipient shall not disclose any Confidential Information in connection with any such petition unless such disclosure is

restricted to the Bankruptcy Court, the Debtor, the Committee, the affected claimant(s) and made under seal.

9. This Agreement shall become effective as of the date it is delivered to counsel for the Debtor and counsel for the Committee.

Dated: _____, 2020

By: _____
Signature

Print Name

Schedule 4

(To Proposed Order)

Form of Bar Date Notice

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905
Chapter 11 Case

Debtor,

NOTICE OF DEADLINE FOR FILING PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE DIOCESE OF ROCHESTER:

PLEASE TAKE NOTICE that on September 12, 2019 (the "Petition Date") The Diocese of Rochester, Debtor and Debtor-in-Possession in the above-captioned case (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 et seq., the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of New York (the "Bankruptcy Court"). Information regarding the Debtor, its business, and other relevant information related to this chapter 11 case (the "Chapter 11 Case") may be obtained at the case management website maintained by Stretto, the Debtor's Claims and Noticing Agent at: <https://case.stretto.com/rochesterdiocese>.

PLEASE TAKE FURTHER NOTICE that on [____], 2020, the Bankruptcy Court entered an order (the "Bar Date Order")¹ establishing August 13, 2020 at 11:59 p.m. (prevailing Eastern time), as the deadline for all persons and entities, including Governmental Units and persons asserting Sexual Abuse Claims, to file prepetition claims in this Chapter 11 Case (the "Bar Date").

Except as described below, the Bar Date Order requires all persons or entities, including Governmental Units, that have or may assert prepetition claims of any nature against the Debtor, including Sexual Abuse Claims, to submit proofs of claim so that they are received by Stretto on or before the Bar Date. Please note that the terms "Entity," "Governmental Unit," "Claim," and "Sexual Abuse Claim" are defined below.

PLEASE TAKE FURTHER NOTICE that the Bar Date Order directs all claimants to submit their claims using one of two prescribed forms. All claimants, except for those asserting Sexual Abuse Claims, are directed to use the General Proof of Claim Form to submit their claim. If the Debtor has identified you as having a potential Claim, other than a Sexual Abuse Claim, a copy of the General Proof of Claim Form is enclosed with this Notice. All claimants wishing to assert Sexual Abuse Claims are directed to use the Sexual Abuse Proof of Claim Form. If the

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bar Date Order.

Debtor has identified you as having a potential Sexual Abuse Claim, a copy of the Sexual Abuse Proof of Claim Form is enclosed with this Notice. If no proof of claim form accompanies this Notice, or if you did not receive the correct proof of claim form, copies of both the General Proof of Claim Form and the Sexual Abuse Proof of Claim Form may be obtained online by visiting <https://case.stretto.com/rochesterdiocese>, or may be requested by calling (855) 347-3773.

KEY DEFINITIONS

As used in this Notice, the term “Entity” has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons (individuals, partnerships and corporations), estates, trusts, Governmental Units and the United States Trustee.

As used in this Notice, the term “Governmental Unit” has the meaning given to it in section 101(27) of the Bankruptcy Code and includes the United States, States, commonwealths, districts, territories, municipalities, foreign states, or departments, agencies or instrumentalities of the foregoing.

As used in this Notice, the term “Claim” shall mean, as to or against the Debtor and in accordance with section 101(5) of the Bankruptcy Code: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

As used in this Notice, the term “Sexual Abuse Claim” shall mean any Claim against the Debtor resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Debtor or any other person or entity for whose acts or failures to act the Debtor is or was allegedly responsible.

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU HAVE A CLAIM OR WHETHER YOU MUST FILE A PROOF OF CLAIM. YOU MAY ALSO OBTAIN INFORMATION FROM THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BY CALLING [_____].

I. WHO MUST FILE A PROOF OF CLAIM PRIOR TO THE BAR DATE

- a. ***The Bar Date:*** The Bar Date Order establishes August 13, 2020 at 11:59 p.m. (prevailing Eastern time) as the Bar Date for filing proofs of claim in this case:
- b. ***The Following Persons or Entities Must File a Proof of Claim on or Before the Bar Date:***
 - i. Any person or Entity who believes its prepetition claim was omitted from the Debtor's Schedules of Assets and Liabilities (as amended) filed in this Chapter 11 Case (the "Schedules"), or whose prepetition claim is listed in the Schedules, but is designated as being "contingent," "unliquidated;" or "disputed," and who desires to participate in this Chapter 11 Case or to share in any distributions to creditors that may be made in this Chapter 11 Case;
 - ii. Any person or Entity who believes that its prepetition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than as identified in the Schedules; and
 - iii. Any person who wishes to assert a Sexual Abuse Claim against the Debtor, regardless of whether such person has previously filed a lawsuit against the Debtor or otherwise has given formal or informal notice of such claims to the Debtor.
- c. ***The Following Persons or Entities are Not Required to File Proofs of Claim at this Time:***
 - i. Any person or Entity that has already properly filed a proof of claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Western District of New York, Rochester Division, except that any person who has asserted a Sexual Abuse Claim must submit a completed Sexual Abuse Proof of Claim;
 - ii. Any person or Entity: (a) whose claim is listed in the Schedules or any amendments thereto; and (b) whose claim is not identified therein as "contingent," "unliquidated," or "disputed," and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;
 - iii. Any professionals retained by the Debtor or the Committee pursuant to orders of this Court, who assert administrative claims for payment of fees and expenses subject to the Court's approval, pursuant to sections 330, 331(a) and 503(b) of the Bankruptcy Code;
 - iv. Any person or Entity that asserts an administrative expense claim against the Debtor pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code;

- v. Any person or Entity whose claim against the Debtor is allowed by an order of the Court entered on or before the Bar Date; and
- vi. Any person or Entity whose claim has been previously settled or paid in full.

II. CONFIDENTIALITY OF ABUSE CLAIMS

Pursuant to the Bar Date Order, filed Sexual Abuse Proofs of Claim will be treated confidentially in this Sexual Chapter 11 Case unless the Sexual Abuse Claimant elects to have his or her claim publicly disclosed. Any Sexual Abuse Proof of Claim that you file will not be available to the general public, and will be kept confidential, except that information will be provided to Authorized Parties under the Bar Date Order, all of whom will agree to keep the information provided by you confidential pursuant to the Bar Date Order.

III. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any person or Entity that is required to file a proof of claim, but fails to do so on or before the Bar Date: (i) may NOT be treated as a creditor with respect to such Claim and may not be entitled to vote to accept or reject, or to share in any distribution under, any Chapter 11 plan proposed and/or confirmed in this Chapter 11 Case; and (ii) may be forever barred, estopped, and enjoined from asserting such Claim against the Debtor (or filing a proof of claim with respect thereto), and the Debtor and its property may be forever discharged from any and all indebtedness or liability with respect to such Claim. If it is unclear from the Schedules whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the applicable Bar Date. Any party that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein.

RESERVATION OF RIGHTS

Nothing in the Bar Date Order shall be construed as limiting any party's rights to: (i) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, classification or otherwise; and (ii) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing contained in this Notice shall preclude any party from objecting to any Claim, whether scheduled or filed, on any grounds.

PROCEDURE FOR FILING PROOFS OF CLAIM

Proofs of claim should not be filed with the Court or with the Clerk of the Court. Instead, all proofs of claim should be submitted to Stretto, the Debtor's Claims and Noticing Agent, as set forth below:

To be considered valid, each General Proof of Claim submitted in this Chapter 11 Case must: (a) be written in English, (b) be denominated in lawful currency of the United States as of the Petition Date, (c) have attached copies of any writings upon which the claim is based in accordance with bankruptcy Rules 3001(c) and 3001(d) (including for secured claims, evidence that the security

interest has been perfected), and (d) be actually received by Stretto, the Debtor's Claims and Noticing Agent, on or prior to the Bar Date either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/rochesterdiocese> or (ii) by delivering an original copy by hand mail or overnight courier to The Diocese of Rochester, Claims Processing c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted.

In order to be considered valid, each Sexual Abuse Proof of Claim must: (a) be written in English, (b) contain responses to all requests for information set forth therein to the best of the Sexual Abuse Claimant's knowledge at the time the form is signed, (c) be signed by the Sexual Abuse Claimant (or if such Sexual Abuse Claimant is a minor, legally incapacitated, or deceased, by such Sexual Abuse Claimant's parent, legal guardian or executor) and (d) be actually received by Stretto, the Debtor's Claims and Noticing Agent, as of the Bar Date either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/rochesterdiocese> or (ii) by delivering an original copy by hand mail or overnight courier to The Diocese of Rochester, Claims Processing c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted. A Sexual Abuse Claim may only be made on account of Sexual Abuse of an individual. Any other claim may be asserted as General Claim.

Proofs of claim will be deemed filed only when actually received by Stretto. Proofs of claim submitted electronically will be acknowledged via electronic mail or confirmation number from Stretto at the time of submission. If you wish to receive acknowledgement of Stretto's receipt of a proof of claim submitted in paper format, you must also submit with your original proof of claim: (i) one additional copy of your original proof of claim; and (ii) a self-addressed, postage pre-paid return envelope.

ADDITIONAL INFORMATION

You may be listed as the holder of a Claim in the Debtor's Schedules. If you hold or assert a Claim that is not listed in the Schedules, or if you disagree with the amount or priority of your Claim as listed in the Schedules, or your Claim is listed in the Schedules as contingent, unliquidated, or disputed, you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Office of the Clerk of Court, United States Bankruptcy Court for the Western District of New York, 100 State Street, Rochester, New York 14614. In addition, copies of the Debtor's Schedules and the Bar Date Order are available on the Stretto case management website at <https://case.stretto.com/rochesterdiocese> for free, or on the Court's website (<http://nywb.uscourts.gov/>) by following the directions for accessing the ECF system on such website (a PACER password is required). A list of entities within the territory of the Diocese that may be implicated by the Debtor's chapter 11 case, including Parishes, Schools, entities for which the Bishop is the President, and sole member entities for which the Bishop is the sole member, is available on the Stretto case management website at <https://case.stretto.com/rochesterdiocese/networklist>.

Requests for proofs of claim should be directed to Stretto, the Debtor's Claims and Noticing Agent at (855) 347-3773. Stretto is not permitted to give you legal advice. You should consult your own

attorney for assistance regarding any other inquiries, such as questions concerning the contents of this notice or the completion or filing of a proof of claim.

Dated: _____, 2020

BY ORDER OF THE HONORABLE PAUL R. WARREN
UNITED STATES BANKRUPTCY JUDGE

Schedule 5

(To Proposed Order)

Form of Publication Notice

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

In re Diocese of Rochester
Case No. 19-20905

PLEASE TAKE NOTICE THAT, On September 12, 2019, the Diocese of Rochester (“Diocese”) filed for protection under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

The Bankruptcy Court has established August 13, 2020 at 11:59 p.m. (prevailing Eastern time) as the deadline to file proofs of claim against the Diocese (the “Bar Date”).

If you have a claim against the Diocese, including, without limitation, a claim related to sexual abuse committed by any person connected with the Diocese, you must file a claim on or before the Bar Date.

Please visit <https://case.stretto.com/rochesterdiocese> or call (855) 347-3773 for more information on how to file your proof of claim.

IF YOU DO NOT TIMELY FILE A PROOF OF CLAIM, YOU MAY FORFEIT YOUR RIGHT TO VOTE ON ANY PLAN OF REORGANIZATION AND TO SHARE IN ANY DISTRIBUTIONS MADE TO CREDITORS IN CONNECTION WITH THE DEBTOR’S CHAPTER 11 CASE.

Notice Recipients

District/Off: 0209-2
Case: 2-19-20905-PRW

User: admin
Form ID: pdforder

Date Created: 2/25/2020
Total: 6

Recipients of Notice of Electronic Filing:

aty	Charles J. Sullivan	csullivan@bsk.com
aty	Grayson T. Walter	gwalter@bsk.com
aty	Ingrid S. Palermo	ipalermo@bsk.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 4

Recipients submitted to the BNC (Bankruptcy Noticing Center):

pr	Lisa M. Passero	The Diocese of Rochester	1150 Buffalo Road	Rochester, NY 14624
smg	Office of the U.S. Trustee	100 State Street, Room 6090	Rochester, NY 14614	

TOTAL: 2

EXHIBIT 13

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

The Diocese of Rochester,

Bankruptcy Case No. 19-20905-PRW
Chapter 11

Debtor.

**DECISION AND ORDER
DENYING MOTION TO EXTEND CLAIMS BAR DATE
AND CONFIRMING THAT AUGUST 13, 2020 AT 11:59 P.M. (EASTERN TIME)
IS THE LAST DAY FOR CREDITORS,
INCLUDING VICTIMS OF CHILDHOOD SEXUAL ABUSE,
TO FILE A PROOF OF CLAIM IN THIS CASE**

PAUL R. WARREN, U.S.B.J.

COVID-19 has changed the way people socialize, the way business is conducted and the way courts function. Pointing to that changed landscape, the Committee has moved for an order extending the current “claims bar date,” for victims of childhood sexual abuse, from August 13, 2020 to January 14, 2021. (ECF Nos. 658, 660, 661). The Diocese opposes a blanket five-month extension of the claims bar date, suggesting that if the Court is inclined to grant any blanket extension, it be limited to 30 days. (ECF No. 683).

A decision denying an extension of the August 13, 2020 claims bar date may be seen, by some, as unfair to yet-unknown victims of childhood sexual abuse. But, how a decision may be received by the public or characterized on the 6 o’clock news is not a factor to be considered by the Court in ruling on the Committee’s motion. The Court must balance the equities, after assessing the underlying facts, in deciding whether an extension of the deadline for abuse victims to file a proof of claim is appropriate in this case.

Having balanced the equities, including consideration of the procedural remedies available to a potential abuse victim that may file a proof of claim after August 13, 2020, the Court exercises its discretion and declines to grant a blanket extension of the claims bar date. For the reasons that follow, the motion of the Committee is **DENIED**.

I.

JURISDICTION

The Court has jurisdiction under 28 U.S.C. §§ 158(a), (b)(1) and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A).

II.

ISSUE

The question presented is whether sufficient cause has been demonstrated by the Committee, under Rule 3003(c)(3) FRBP, to justify the granting of a blanket extension of time for filing sexual abuse claims in this case. Because potential late-filed claims can (and should) be dealt with on a case-by-case basis, under Rule 3003(c)(3), the answer is no.

III.

FACTS

The Diocese filed this Chapter 11 case on September 12, 2019, in response to the numerous state court actions filed under the New York Child Victims Act (“CVA”). (ECF No. 7 ¶¶ 46-49). The United States Trustee promptly appointed an Official Committee to represent the interests of unsecured creditors, including victims of childhood sexual abuse. (ECF No. 68). After negotiations with the Committee and insurance carriers, the Diocese filed a motion on January 17, 2020, requesting that August 13, 2020 be set as the “claims bar date,” and that the Court approve

both the process to widely disseminate notice of the claims bar date, as well as the proof of claim form to be used by victims of sexual abuse. (ECF No. 376).

The Court held a hearing on the motion on February 11, 2020, during which the Court set a claims bar date of August 13, 2020—the same date that the one-year window opened by the CVA was scheduled to close. (ECF Nos. 404, 425). During the hearing, the Court raised with parties the fact that, on January 8, 2020, a bill was introduced in the New York State Legislature seeking to extend the CVA window for an additional year. The Court expressed a disinclination to have the proof of claim process become a similarly shifting target, once a claims bar date was set and notice of the bar date was announced under the Court-approved noticing protocol. The parties subsequently submitted a consent order, including a revised proof of claim form for abuse survivors, with a notice protocol—revised by the Diocese to reflect the changes in scope requested by the Court and Committee. (ECF No. 424).

On or about Friday, March 13, 2020, the COVID-19 pandemic arrived in Western New York. Effective March 16, 2020, this Court shifted from holding in-person hearings to telephonic hearings. (ECF No. 444). To ensure ease of access for all parties in interest and for the public, and recognizing that not everyone may have the ability to utilize video conferencing, the Court made a conscious decision to conduct all hearings by telephone and not by video conference. For each motion or other request for judicial intervention, in every case pending before the Court—including this Chapter 11 case—a Case Management Order setting a telephonic hearing was entered on the docket immediately upon the scheduling of a hearing. Numerous motions were heard in this case, using telephonic hearings, during the period from March 16, 2020, through the present. (*See* ECF Nos. 457, 470, 485, 504, 537, 564, 598, 664, 678, 698).

The use of telephonic hearings is continuing in this Court, without an end date, to ensure the safety of both Court staff and the public, and to keep all cases moving without any interruption. So, despite the pandemic, this Court has remained fully operational and open for business—albeit virtually. And, because this Court has utilized electronic filing for over 17 years, papers can (and are) filed 24 hours a day, 7 days a week (holidays included). In this Chapter 11 case, that electronic filing capability includes the filing of proofs of claim with the Court-appointed Claims and Noticing Agent, Stretto. By comparison, on March 22, 2020, the state court system was shut down—accepting no papers for filing—except for a limited number of essential matters. *See Statewide Administrative Order of the Chief Administrative Judge of the Courts (AO/78/20)* (March 22, 2020). As a direct consequence of the temporary closure of the state court system, on May 8, 2020, Governor Cuomo extended the statute of limitations to file a CVA action in state court until January 14, 2021. *See Executive Order No. 202.29, Continuing Temporary Suspension and Modification of Laws Relating to the Disaster Emergency* (May 8, 2020).

During the period from March 16, 2020 through the present, while COVID-19 continued to disrupt daily life in the United States, 172 of the 175 sexual abuse proofs of claim in this Chapter 11 case were filed with the Claims Agent. And, nearly 250 entries were made on the case docket, reflecting brisk and on-going activity in this case, during the same period of time. The Diocese provided extensive notice of the August 13, 2020 claims bar date, in keeping with this Court's Order. And, as the claims bar date approaches, it has become commonplace to see commercials, nightly during the local news, reminding victims of sexual abuse that the deadline for filing a proof of claim in this Chapter 11 case is August 13, 2020. Those nightly television commercials have been running for a number of weeks—serving to reinforce the fact that, in this Chapter 11 case, the claims bar date for victims of childhood sexual abuse is August 13, 2020.

Against that backdrop, the Committee argues that potential abuse victims may be confused about whether Governor Cuomo's Executive Order, changing the CVA statute of limitations for state court actions to January 14, 2021, changed the bar date in this case. (ECF No. 658 ¶ 22). Alternatively, the Committee argues that the COVID-19 pandemic may have caused childhood abuse victims, many of whom are now elderly, to lose focus on the need to file a proof of claim. (*Id.* ¶¶ 23-25). Finally, the Committee asserts that the insurance carriers may refuse to begin negotiations with the Diocese, until the CVA statute of limitations expires for actions to be commenced in state court against Catholic parishes and schools within the Diocese. (*Id.* ¶¶ 27-28).

The Diocese has vigorously opposed the Committee's motion on a variety of grounds, ranging from hyper-technical procedural considerations to practical considerations. (ECF No. 683). Continental Insurance has responded to the motion, not in opposition, but to emphasize that an extension of the claims bar date will necessarily cause a delay in beginning the process of exploring a resolution of the issues concerning insurance coverage. (ECF No. 682). Continental also seems to suggest that the Diocese has been slow to turn over documents required by the Stipulation and Agreed Order of April 3, 2020. (*Id.* (referring to ECF No. 531)).

IV.

DISCUSSION

While the Committee and Diocese don't seem to agree on much in their submissions, they do agree on one thing: the determination of whether cause exists to extend a claims bar date, under Rule 3003(c)(3) FRBP, is left to the sound discretion of the bankruptcy court. (ECF No. 658 ¶ 18; ECF No. 683 ¶ 33). Typically, the request to allow a late-filed claim to be treated as timely-filed, under Rule 3003(c)(3), is made by a creditor, acting alone. Here, the Committee seeks a blanket

extension of the claims bar date for victims of sexual abuse, arguing that existence of the COVID-19 crisis provides the “cause” to justify the extension, as required by Rule 3003(c)(3). And, the Committee points to the five-month extension of the CVA deadline by Governor Cuomo as having the potential to cause confusion for sexual abuse victims, who (as the Committee imagines it) may (mistakenly) believe that the Governor’s extension of the CVA deadline (to bring an action in state court) applies to this Court’s claims bar date too. (ECF No. 658 ¶ 22).

The Court is not persuaded that the COVID-19 pandemic, even with all of the tragedy, mayhem and upheaval caused by the virus, is cause to support a blanket extension of the claims bar date here. First, this case was filed on September 12, 2019. The August 13, 2020 claims bar date will arrive nearly one year after this case was filed.¹ Second, the Court granted the motion to set a bar date on February 11, 2020, at which time the Court announced and established a claims bar date of August 13, 2020. (ECF No. 404). On February 25, 2020, the *Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* was entered (ECF No. 425)—affording abuse victims a period of 170 days to file a proof of claim form approved by the Court. Third, the noticing protocol approved by this Court—by which the Diocese was tasked with widely and repeatedly broadcasting notice of the claims bar date, in a manner designed to reach known and unknown abuse victims—was negotiated and carefully crafted by the Diocese, the Committee and the insurance carriers to maximize the reach of notice of the claims

¹ The nearly one-year period, between the filing of this Chapter 11 case and the claims bar date set by this Court, is extremely generous as compared to other Diocesan bankruptcy cases. For instance, in *The Roman Catholic Church for the Archdiocese of New Orleans*, Case No. 20-10486 (E.D. La. 2020), the Archdiocese of New Orleans filed its Chapter 11 petition on May 1, 2020. By that date, the State of Louisiana found itself firmly in the teeth of the COVID-19 pandemic. On July 1, 2020, exactly two months after filing for bankruptcy protection, the Archdiocese filed a motion requesting that the court set a bar date of September 29, 2020. (ECF No. 200). The motion is scheduled to be heard on August 20, 2020.

bar date. Immediately after the claims bar date was set and the noticing protocol was approved, the Diocese began repeatedly broadcasting notice of the claims bar date—together with information describing the mechanism by which sexual abuse victims can file proofs of claim either electronically or by mail. Of the 175 proofs of claim filed in this case by victims of sexual abuse, 172 of those claims were filed with the Claims Agent *after* the pandemic hit Western New York. Neither the Court nor the Claims Agent shuttered daily operations because of the pandemic.

The Court is convinced that the claims bar date noticing protocol is having its intended effect—reaching far and wide to give potential abuse victims notice of the claims bar date. The Court is also convinced that the COVID-19 pandemic has not adversely affected the proof of claim filing process. And, the attorneys specializing in representing victims of childhood sexual abuse, through their many daily television advertisements, have assisted in making it clear, to yet-unknown victims of childhood sexual abuse, that the claims bar date for this Chapter 11 case is August 13, 2020. Rather than relying on the extended CVA deadlines that either the Governor or NYS Legislature have suggested, those same attorneys are urging abuse victims to take action by the original CVA deadline—which happens to be August 13, 2020. So, instead of causing confusion, the suggested CVA extension dates are being ignored by careful practitioners.² Additionally, the Court has not received a single inquiry, by or on behalf of an abuse victim, concerning the proof of claim bar date or the impact of Governor Cuomo’s Executive Order extending the CVA deadline for filing an action in the state courts.

² See Steve Orr and Sean Lahman, *Hundreds of new child sex abuse lawsuits flood in due to deadline uncertainty*, Democrat & Chronicle, July 27, 2020, <https://www.democratandchronicle.com/story/sports/2020/07/27/child-victims-act-hundreds-suits-filed-due-deadline-uncertainty/5494090002/>.

The Court has balanced the potential harm to unknown victims of childhood sexual abuse, if the claims bar date remains unchanged, against the harm to the Estate (by requiring additional noticing, with the additional attendant costs) and the harm to those abuse victims who have already filed proofs of claim (adding unnecessary delay to the ultimate resolution of their claims). The balancing of harms weighs in favor of not extending the claims bar date beyond August 13, 2020 at 11:59 P.M. (prevailing Eastern time). An abuse victim (or other creditor) filing a proof of claim after the claims bar date will need to demonstrate “cause” to permit their late-filed claim to be treated as timely, under Rule 3003(c)(3) FRBP. In the exercise of the Court’s discretion, the motion of the Committee is **DENIED**.

V.

END NOTE

The Court has no doubt that the decision to come forward and file a proof of claim, recounting horrific incidents of childhood sexual abuse suffered at the hands of a catholic priest, nun or layperson working at a church, school or camp is unimaginably difficult and takes tremendous courage. Thus far, 175 abuse victims have filed claims in this case, demonstrating both extraordinary courage and a willingness to trust in this process. Be assured that all proofs of claim alleging sexual abuse in this case are restricted from public access by the Diocese’s Claims Agent—unless public disclosure is specifically requested by a claimant.

In order to participate in this case, and perhaps find some measure of justice, if you are a sexual abuse victim, you must file a proof of claim with the Claims Agent by August 13, 2020 at 11:59 P.M. (prevailing Eastern time). As this Court directed in its Order of February 25, 2020:

All claimants asserting Sexual Abuse Claims shall submit their proof of claim using the Sexual Abuse Proof of Claim Form In order to be considered valid, each

Sexual Abuse Proof of Claim must: (a) be written in English, (b) contain responses to all requests for information set forth therein to the best of the Sexual Abuse Claimant's knowledge at the time the form is signed, (c) be signed by the Sexual Abuse Claimant (or if such Sexual Abuse Claimant is a minor, legally incapacitated, or deceased, by such Sexual Abuse Claimant's parent, legal guardian or executor), **and (d) be actually received by Stretto, the Debtor's Claims and Noticing Agent, [by August 13, 2020 at 11:59 P.M. (prevailing Eastern time)]** either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/rochesterdiocese> or (ii) by delivering an original copy by hand delivery, first class mail or overnight courier to The Diocese of Rochester, Claims Processing c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted.

(ECF No. 425 ¶ 10 (emphasis added)).

VI.

CONCLUSION

The motion of the Committee to extend the claims bar date is, in the exercise of the Court's discretion, **DENIED**. *The bar date, by which a proof of claim must be received in this case, from a victim of childhood sexual abuse, is (and remains) August 13, 2020 at 11:59 P.M. (prevailing Eastern time).*

To ensure that notice of this Decision is widely and promptly disseminated, the Diocese is directed to issue and circulate a press release summarizing this Decision (including a web address with a link to an electronic copy of this Decision), which press release is to be issued by the Diocese not later than 3:00 P.M. (Eastern) on July 30, 2020.

IT IS SO ORDERED.

DATED: July 29, 2020
Rochester, New York

_____/s/
HON. PAUL R. WARREN
United States Bankruptcy Judge

Notice Recipients

District/Off: 0209-2
Case: 2-19-20905-PRW

User: admin
Form ID: pdforder

Date Created: 7/29/2020
Total: 9

Recipients of Notice of Electronic Filing:

aty	Charles J. Sullivan	csullivan@bsk.com
aty	Grayson T. Walter	gwalter@bsk.com
aty	Ilan D Scharf	ischarf@pszjlaw.com
aty	Ingrid S. Palermo	ipalermo@bsk.com
aty	Jeffrey Austin Dove	jdove@barclaydamon.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 6

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	The Diocese of Rochester	1150 Buffalo Road	Rochester, NY 14624
pr	Lisa M. Passero	The Diocese of Rochester	1150 Buffalo Road Rochester, NY 14624
smg	Office of the U.S. Trustee	100 State Street, Room 6090	Rochester, NY 14614

TOTAL: 3

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In Re:

The Diocese of Rochester
aka The Roman Catholic Diocese of
Rochester

Case No.: 2-19-20905-PRW
Chapter: 11

Tax ID: 16-0755765

Debtor(s)

NOTICE OF ENTRY

PLEASE TAKE NOTICE of the entry of the Order referenced below, duly entered in the within action in the Clerk's Office of the United States Bankruptcy Court, Western District of New York on **July 29, 2020**. The Clerk of Court of the United States Bankruptcy Court, Western District of New York, hereby certifies that a copy of the subject Order was sent to all parties in interest herein as required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Docket #700: Decision and Order Denying Motion to Extend Claims Bar Date and Confirming that August 13, 2020 at 11:59 p.m. (Eastern Time) is the Last Day for Creditors, Including Victims of Childhood Sexual Abuse, to File a Proof of Claim in this Case. Signed on 7/29/2020 (RE: related document(s)658 Motion to Extend Time filed by Creditor Committee Official Committee of Unsecured Creditors). NOTICE OF ENTRY. (Lawson, L.)

Date: July 29, 2020

Lisa Bertino Beaser
Clerk of Court

Form ntcentry/Doc 700
www.nywb.uscourts.gov

Notice Recipients

District/Off: 0209-2
Case: 2-19-20905-PRW

User: admin
Form ID: ntcentry

Date Created: 7/29/2020
Total: 9

Recipients of Notice of Electronic Filing:

aty	Charles J. Sullivan	csullivan@bsk.com
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aty	Ingrid S. Palermo	ipalermo@bsk.com
aty	Jeffrey Austin Dove	jdove@barclaydamon.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 6

Recipients submitted to the BNC (Bankruptcy Noticing Center):

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pr	Lisa M. Passero	The Diocese of Rochester	1150 Buffalo Road Rochester, NY 14624
smg	Office of the U.S. Trustee	100 State Street, Room 6090	Rochester, NY 14614

TOTAL: 3

EXHIBIT 14

So Ordered.

Signed this 6 day of November, 2020.



Margaret Cangilos-Ruiz
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:)	
)	
The Roman Catholic Diocese of Syracuse, New York,)	Case No. 20-30663
)	Chapter 11
Debtor.)	

**BAR DATE ORDER ESTABLISHING APRIL 15, 2021 AS THE
DEADLINE FOR FILING PROOFS OF CLAIM AND APPROVING
THE FORM AND MANNER OF NOTICE THEREOF**

Upon the motion of The Roman Catholic Diocese of Syracuse, New York (the “Debtor” or “Diocese”) for entry of an order (a) establishing a deadline by which proofs of claim against the Debtor’s bankruptcy estate must be filed; (b) approving the form of a required supplement to Official Form 410 to be filed by Sexual Abuse Claimants; (c) approving procedures for maintaining the confidentiality of certain claims; (d) approving the form and manner of notice of the deadline to file proofs of claim; and (e) granting related relief [Docket No. 118] (the “Motion”);¹ and all objections to the Motion having been resolved or overruled, and it appearing

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

that this court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this chapter 11 case (the “Chapter 11 Case”) and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that, except as stated herein, no other or further notice is ordered to be given; and after due deliberation with sufficient cause established,

It is ORDERED that

1. The Motion is GRANTED as set forth herein.

Establishment of Bar Date

2. April 15, 2021, at 11:59 P.M. (prevailing Eastern time) is the deadline for all persons and entities, including governmental units and Sexual Abuse Claimants², to file prepetition claims in this Chapter 11 Case (the “Bar Date”).

Approval of Proposed Forms

3. The confidential sexual abuse claim supplement (the “Confidential Sexual Abuse Claim Supplement”), Confidentiality Agreement, Bar Date Notice, and Publication Notice, in the forms annexed hereto as **Schedules 1, 2, 3, and 4** respectively, are hereby approved.

² A “Sexual Abuse Claimant” is any person asserting a Sexual Abuse Claim. For purposes of this Order, the term “Sexual Abuse Claim” means any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, sexually-related psychological, or sexually-related emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Debtor or any other person or entity for whose acts or failures to act the Debtor is or was allegedly responsible.

Who Must File Proofs of Claim

4. Except as provided in the Bankruptcy Code and applicable Bankruptcy Rules as summarized in paragraph 7 of this Order, any person or entity holding a prepetition claim against the Debtor must file a proof of claim, conforming substantially to Official Form 410 in accordance with the procedures described herein, by the Bar Date. The Bar Date applies to all persons and entities (including governmental units), that assert Claims, as defined in § 101(5) of the Bankruptcy Code, against the Debtor (whether secured, unsecured priority or unsecured non-priority) that arose prior to or on the Petition Date, including, without limitation, any Sexual Abuse Claims.

5. Any person or entity who is required to file a proof of claim pursuant to this Order but fails to do so on or before the Bar Date may not be treated as a creditor with respect to such Claim and may not be entitled to vote to accept or reject, or to share in any distribution under, any chapter 11 plan proposed and/or confirmed in this Chapter 11 Case.

6. **The following persons or entities must file a proof of claim on or before the Bar Date:**

- (a) Any person or entity whose prepetition claim was not listed on the Debtor's Schedules of Assets and Liabilities (as amended) filed in this Chapter 11 Case (the "Schedules"), or whose prepetition claim is listed in the Schedules, but is designated as being "contingent," "unliquidated," or "disputed," and who may be entitled to any distributions to creditors that may be made in this Chapter 11 Case;
- (b) Any person or entity who believes that its prepetition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than as identified in the Schedules; and
- (c) **Any person who wishes to assert a Sexual Abuse Claim against the Debtor**, regardless of whether such person has previously filed a lawsuit against the Debtor or otherwise has given formal or informal notice of such claims to the Debtor, including any person whose claim may be barred by a statute of limitations in effect as of the Bar Date.

7. **The following persons or entities are not required to file proofs of claim at this time:**

- (a) Any person or entity that has already properly filed a proof of claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Northern District of New York, Syracuse Division, *except that* any person who has asserted a Sexual Abuse Claim should submit a completed Confidential Sexual Abuse Claim Supplement;
- (b) Any person or entity: (a) whose claim is listed in the Schedules or any amendments thereto; and (b) whose claim is not identified therein as “contingent,” “unliquidated,” or “disputed,” and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;
- (c) Any professionals retained by the Debtor or the Committee pursuant to orders of this Court, who assert administrative claims for payment of fees and expenses subject to the Court’s approval, pursuant to sections 330, 331(a) and 503(b) of the Bankruptcy Code;
- (d) Any person or entity that asserts an administrative expense claim against the Debtor pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code;
- (e) Any person or entity whose claim against the Debtor is allowed by an order of the Court entered on or before the Bar Date; and
- (f) Any person or entity whose claim has been previously settled or paid in full.

Procedure for Filing Proofs of Claim

8. **All claimants are directed to submit their proofs of claim to Stretto**, the Debtor’s Claims and Noticing Agent, as set forth in paragraphs 9 and 10 below.

9. In order to be considered valid, each proof of claim submitted in this Chapter 11 Case must: (a) conform substantially to Official Form 410, (b) be denominated in lawful currency of the United States as of the Petition Date, (c) have attached copies of any writings upon which the claim is based in accordance with Bankruptcy Rules 3001(c) and 3001(d) (including for secured claims, evidence that the security interest has been perfected) unless such writings are voluminous or confidential, in which case a summary must be attached or an explanation provided as to why such writings are not available and such writings will be provided to the Debtor and/or

the Committee upon request, and (d) be actually received by Stretto, the Debtor's Claim and Noticing Agent, as of the Bar Date either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/diocesefofsyracuse> or (ii) by delivering an original copy by hand delivery, first class mail or overnight courier to The Roman Catholic Diocese of Syracuse, New York, Claims Processing c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted. Notwithstanding the foregoing, in the event that a completed proof of claim is mailed to or personally delivered to the Clerk of Court for the United States Bankruptcy Court for the Northern District of New York, Syracuse Division, the Clerk of Court shall: (i) mark the document with a date and time of receipt; (ii) maintain a copy of the proof of claim and Confidential Sexual Abuse Claim Supplement under seal pursuant to Local Bankruptcy Rules; and (iii) place the proof of claim and any Confidential Sexual Abuse Claim Supplement in a sealed envelope marked confidential, and transmit the sealed envelope via overnight delivery to Stretto at the address for receipt of proofs of claim above.

10. All claimants shall submit their proofs of claim in substantial conformance with Official Form 410. Any proof of claim asserting a Sexual Abuse Claim (each, a "Sexual Abuse Proof of Claim") should be accompanied by a completed Confidential Sexual Abuse Claim Supplement. A copy of the Confidential Sexual Abuse Claim Supplement is attached hereto as **Schedule 2. The failure to submit a completed Confidential Sexual Abuse Claim Supplement with any proof of claim asserting a Sexual Abuse Claim may be the basis for a valid objection to such claim.**

Establishment of Confidentiality Protocol

11. The following confidentiality protocol (“Confidentiality Protocol”) shall apply to all Sexual Abuse Proofs of Claim³:

- (a) All claimants asserting a Sexual Abuse Proof of Claim should submit such claims directly to Stretto, the Debtor’s Claims and Noticing Agent, and to submit with their claim a completed Confidential Sexual Abuse Claim Supplement. Such claims should not be filed with the Court. In the event that a Sexual Abuse Proof of Claim is received by the Court, the Clerk of Court shall (i) mark the document with a date and time of receipt; (ii) maintain a copy of the proof of claim and Confidential Sexual Abuse Claim Supplement under seal pursuant to Local Bankruptcy Rules; and (iii) place the proof of claim and any Confidential Sexual Abuse Claim Supplement in a sealed envelope marked confidential, and transmit the sealed envelope via overnight delivery to Stretto at the address for receipt of proofs of claim above.
- (b) Sexual Abuse Proofs of Claim including any Confidential Sexual Abuse Claim Supplement received by Stretto will be treated as confidential and will be made available only to Authorized Parties (as defined below) unless a Sexual Abuse Claimant affirmatively elects to have their Sexual Abuse Proof of Claim disclosed publicly. Any claim that appears to be a Sexual Abuse Proof of Claim that is filed without the Confidential Sexual Abuse Claim Supplement shall be treated by Stretto as a confidential claim pending resolution of the claimant’s intent regarding confidential treatment of such claim. The Confidentiality Protocol is for the sole and exclusive benefit of the persons asserting a Sexual Abuse Claim. Accordingly, any claimant may elect to make information contained in his or her personal Confidential Sexual Abuse Claim Supplement public, even if he or she does not elect to have his or her personal Sexual Abuse disclosed publicly. For the avoidance of doubt, Sexual Abuse Claimants are not bound by the confidentiality provisions of this Order with respect to disclosures regarding their own sexual abuse or any information disclosed by a Sexual Abuse Claimant in his or her Sexual Abuse Proof of Claim.
- (c) Sexual Abuse Proofs of Claim received by Stretto shall be held and treated as confidential by Stretto, and copies thereof shall be provided or made available only to the following parties (the “Authorized Parties”):
 - i. The Diocese’s Bishop, officers, and such other current or former employees who are necessary to assist it in reviewing and analyzing the Sexual Abuse Proofs of Claim. For the avoidance of doubt, any

³ In the event Stretto cannot determine if a proof of claim is asserting a Sexual Abuse Claim, Stretto is directed to treat such proof of claim as being subject to the Confidentiality Protocol until and unless the Court orders otherwise.

person that was disclosed to the Debtor as an individual who had allegedly committed an act of sexual abuse, as well as any person identified as an alleged abuser in a Confidential Sexual Abuse Claim Supplement or who is otherwise acknowledged by the Debtor as someone who committed Sexual Abuse, shall not be an Authorized Person pursuant to this paragraph 11(c)(i); provided, however, the Debtor is authorized to discuss the contents of any Sexual Abuse Proof of Claim with a person identified as an alleged abuser who was not previously disclosed to the Debtor as an individual who had committed an act of sexual abuse for the purpose of conducting an internal investigation and assessing the actual claim by providing any affected Sexual Abuse Claimant, such affected Sexual Abuse Claimant's counsel (if any), and counsel to the Committee, with notice delivered via overnight delivery and e-mail of such planned disclosure (a "Disclosure Notice") and an opportunity to object to such disclosure. If the Debtor receives a written objection to such disclosure (an "Objection Notice") on or before 5 p.m. (Eastern) on the fifth (5th) day following its receipt of the Disclosure Notice (the "Objection Deadline"), (a) the Debtor may not make the disclosure set forth in the Disclosure Notice until such time as the Court permits such disclosure or the Committee consents to such disclosure, and (b) the Debtor may make an application to the Court on no less than 24 hours' notice seeking authorization to make such disclosure over the Committee's objection. If no Objection Notice is received prior to the Objection Deadline, the Debtor may make the disclosure set forth in the Disclosure Notice;

- ii. Counsel to the Debtor or the Committee retained pursuant to an order of the Bankruptcy Court, including partners, counsel, associates, and employees of such counsel;
- iii. Members of the Committee and their individual counsel (after the Sexual Abuse Proof of Claim has been redacted to remove the claimant's name, address, and other information identified in Part 2 of the Confidential Sexual Abuse Claim Supplement, the signature block and any other information which could reasonably be used to personally identify a Sexual Abuse Claimant);
- iv. Any Insurance Carriers that provided insurance or reinsurance that may cover the claims described in any Sexual Abuse Proof of Claim, together with their respective successors, reinsurers and counsel;
- v. Any person appointed pursuant to an order of the Bankruptcy Court to serve as a mediator, as a representative for unknown or future claimants, or as a special arbitrator/claims reviewer appointed to review and resolve Sexual Abuse Claims in this Chapter 11 Case or any adversary proceeding filed in this Chapter 11 Case;

- vi. Any trustee, or functional equivalent thereof, appointed to administer payments to Sexual Abuse Claimants, including pursuant to a plan of reorganization or a proposed plan of reorganization;
 - vii. Any person with the express written consent of the Debtor and the Committee, upon 10 business days' notice to the affected Sexual Abuse Claimant(s);
 - viii. Such other persons as the Court may authorize to access to one or more of the Sexual Abuse Proofs of Claim pursuant to subsequent order; *provided, however*, that any such determination shall be made on no less than 7 days' notice to the affected Sexual Abuse Claimant(s), the Committee and the Debtor; and
 - ix. Counsel of record to any Authorized Party upon execution of a Confidentiality Agreement by such counsel.
- (d) Notwithstanding the designation of Authorized Parties above, no person or entity may obtain copies of any Sexual Abuse Proof of Claim prior to the execution of a confidentiality agreement substantially in the form attached hereto as **Schedule 2** (the "Confidentiality Agreement"); provided, however that a mediator appointed in the case shall not be required to execute a confidentiality agreement if such mediator is currently a Bankruptcy Judge or District Court Judge. Counsel of record to any Authorized Party shall only be required to execute a single Confidentiality Agreement, which shall be deemed binding on their entire firm. Access to the Sexual Abuse Proofs of Claim for all other Authorized Parties shall be restricted to the natural person who executes a Confidentiality Agreement, and a separate Confidentiality Agreement must be signed by each natural person seeking access to the Sexual Abuse Proofs of Claim on behalf of an Authorized Party. Copies of all Confidentiality Agreements shall be provided to the Debtor and the Committee through their respective counsel.
- (e) Authorized Parties in possession of any Sexual Abuse Proof(s) of Claim shall keep such Sexual Abuse Proof(s) of Claim confidential and shall not use or disclose any information provided in any Sexual Abuse Proof(s) of Claim except in accordance with the terms of this Order, the Confidentiality Agreement or pursuant to an order of this Court, unless the Sexual Abuse Claimant has elected to make his or her Sexual Abuse Proof of Claim public by indicating such consent in Part 1 of the Confidential Sexual Abuse Claim Supplement. Authorized Parties may not contact a witness identified in a Confidential Sexual Abuse Claim Supplement based upon information obtained solely from the Confidential Sexual Abuse Claim Supplement;
- (f) Stretto shall assign to each claimant asserting a Sexual Abuse Proof of Claim a unique identifier code and shall maintain a confidential list of the identities of the Sexual Abuse Claimants, their corresponding identifier

code, and their respective Sexual Abuse Proof(s) of Claim. The confidential list of the identities of Sexual Abuse Claimants shall be provided only to such parties that are Authorized Parties entitled to the personally identifying information of Sexual Abuse Claimants pursuant to this Order.

Notice of Bar Date

12. Within fifteen (15) business days following entry of the Bar Date Order, the Debtor shall serve by United States mail, first-class postage prepaid: (i) notice of the Bar Date, substantially in the form attached hereto as **Schedule 3** and incorporated herein by reference (the “Bar Date Notice”); and (ii) a copy of Official Form 410 (together with the Bar Date Notice, the “General Claim Notice Package”), upon (a) the Office of the United States Trustee; (b) counsel to the Official Committee of Unsecured Creditors; (c) all entities who have filed a notice of appearance in the Debtor’s case; (d) all creditors listed in the Debtor’s Schedules (except those creditors listed on the portions of Schedule F filed under seal relating to Sexual Abuse Claimants); (e) all parties to executory contracts and unexpired leases of the Debtor; (f) all entities that have previously filed proofs of claim in the Debtor’s Chapter 11 Case; (g) any other persons and entities or their counsel, including governmental units, known to the Debtor as entities who may reasonably be expected to have claims against the estate; and (h) such additional persons and entities as deemed appropriate by the Debtor. The Bar Date Notice shall provide an internet link to a list of all entities within the territory of the Debtor that may be implicated by the Debtor’s Chapter 11 Case, including parishes, schools, entities for which the Bishop serves as president, and sole member entities for which the Bishop is the sole member.

13. Within fifteen (15) business days following entry of the Bar Date Order, the Debtor shall serve by United States mail, first-class postage prepaid: (i) the Bar Date Notice, (ii) a copy of the Bar Date Order (without exhibits or schedules), (iii) a copy of Official Form 410, and (iv) a Confidential Sexual Abuse Claim Supplement (together with the Bar Date Notice and Bar Date

Order, the “Sexual Abuse Claim Notice Package”), upon each person, or their respective counsel, who, (a) is listed on that portion of the Debtor’s Schedule F filed under seal, or (b) to the knowledge of the Debtor as determined after a review of the Debtor’s books and records (including documents maintained as confidential files by the Debtor) has (w) filed, or threatened to file, a lawsuit against the Debtor alleging that such Sexual Abuse Claimant was subjected to Sexual Abuse by an individual for whom the Debtor was allegedly responsible; (x) otherwise contacted the Debtor to report that they were subjected to Sexual Abuse by an individual for whom the Debtor was allegedly responsible, whether or not that individual’s claim was considered to be substantiated and whether or not the report was written or verbal, in either case where contact information for such person or his or her attorney is included in the Debtor’s books and records; (y) been identified to the Debtor as an individual who was subjected to Sexual Abuse by an individual for whom the Debtor was allegedly responsible to the extent contact information for such person or his or her attorney is included in the Debtor’s books and records; or (z) previously filed a proof of claim in the Debtor’s Chapter 11 Case asserting a claim based on Sexual Abuse. Notwithstanding the foregoing, the Debtor shall not be required to send a Sexual Abuse Claim Notice Package to any person who has previously entered into a settlement with the Debtor regarding a claim based on Sexual Abuse if the Debtor has performed all of its obligations under the terms of such settlement.

14. In addition to providing direct notice to known creditors as set forth above, subject to applicable publication guidelines and submission deadlines, the Debtor shall cause a notice in substantially the form attached hereto as **Schedule 4** (the “Publication Notice”) to be published as follows, with the actual size, dimensions, font size, spacing, and emphasis not to be diminished from those of the specimen contained in **Schedule 4**:

- a. Once, no later than sixty (60) days prior to the Bar Date, in *The New York Times* (Sunday National Edition), and

- b. Twice, with the first publication no later than sixty (60) days prior to the Bar Date and the second publication no later than thirty (30) days prior to the Bar Date, in *The Post Standard* (Sunday edition), *The Rochester Democrat & Chronicle* (Sunday edition), *The Observer-Dispatch* (Sunday edition), *The Press & Sun-Bulletin* (Sunday edition), *The Albany Times Union* (Sunday edition), and *The Catholic Sun*. The Debtor shall also publish notice twice as set forth herein with the *North Country Catholic* and the *Evangelist*.

15. In addition to the foregoing publication, the Debtor shall take the following additional measures to disseminate information relating to the Bar Date as soon as practicable following entry of this Order:

- a. Beginning within ninety (90) days of the Bar Date and continuing at least through the Bar Date, the Debtor will cause prominent, one-click links to the General Claim Notice Package and the Sexual Abuse Claim Notice Package to be posted on the case management website maintained by Stretto with such links to be pinned at the top of the website.
- b. The Debtor will establish and maintain, or cause Stretto to establish and maintain, a telephone number which may be used by claimants to ask questions or to request copies of the General Claim Notice Package, the Sexual Abuse Claim Notice Package, or parts thereof.
- c. Beginning within ninety (90) days of the Bar Date and at least through the Bar Date, the Debtor will cause links to the General Claim Notice Package and the Sexual Abuse Claims Notice Package to be prominently posted on the Debtor's website homepage with such links to be pinned at the top of the website. Beginning within ninety (90) days of the Bar Date and every thirty (30) days until the occurrence of the Bar Date, the Debtor shall also post notice of the Bar Date on its Facebook and Twitter accounts, with the most recent Bar Date-related posts pinned to the top of those social media pages.
- d. Within thirty (30) days of the entry of the Bar Date Order and approximately thirty (30) days prior to the Bar Date, the Debtor will issue a press release regarding the Bar Date. Although the Debtor shall consult with the Committee regarding additional print, television, radio, and other media outlets to be provided with the press release, the release shall issue to, at minimum, each of the media outlets listed in paragraphs 14(a) and (b) above.
- e. The Debtor will mail a copy of the Publication Notice to each parish and ministry (except primary and secondary schools) overseen by the Bishop of the Debtor with a request and recommendation to display the Publication

Notice in a prominent place until expiration of the Bar Date and to publish a copy of the Publication Notice in parish bulletins. As directed by the court, the parish bulletins shall include the Publication Notice in every Sunday bulletin during Lent and in the Easter Sunday bulletin.

- f. The Debtor will mail a copy of the Bar Date Notice to the following on Diocesan stationery and shall request that each recipient post the Bar Date Notice in a prominent place until the expiration of the Bar Date:
 - i. the Attorney General of the State of New York; and
 - ii. for each of the counties of Broome, Chenango, Cortland, Madison, Oneida, Onondaga, and Oswego:
 - aa. the district attorney's office;
 - bb. sheriff's office;
 - cc. at least one public health agency (if any); and
 - dd. at least one substance abuse agency or hospital (if any).
- g. The Debtor shall consult with the Committee to craft an online notice and publication campaign designed to reach potential known and unknown creditors through social media, keyword search targets, search engine marketing, location-based internet advertising, or other mutually acceptable means, to commence on or about February 1, 2021.

16. The Court finds that the form and manner of giving notice of the Bar Date as approved herein fulfills the notice requirements of the Bankruptcy Rules and is reasonably calculated under the circumstances to apprise both known and potential unknown creditors of the establishment of the Bar Date and the need to file a proof of claim, consistent with the due process rights of all parties under the standards established in *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950) and *Hecht v. United Collection Bureau, Inc.*, 691 F.3d 218 (2d Cir. 2012). Accordingly, the Debtor is authorized and directed to serve and/or publish notice of the Bar Date in the manner described herein.

17. Nothing contained in this Order is intended or should be construed as a finding as to the validity of any claim against the Debtor, and all parties retain all rights to dispute any claim

on any grounds. All parties retain the right to dispute, or to assert offsets or defenses to, any claim (whether or not reflected on the Schedules or any amendments thereto) as to amount, liability, classification, or otherwise, and to subsequently designate any claim as contingent, unliquidated or disputed.

18. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###

Schedule 1

Confidential Sexual Abuse Claim Supplement

**United States Bankruptcy Court
Northern District of New York
Chief Judge Margaret Cangilos-Ruiz
In re Roman Catholic Diocese of Syracuse
Case Number 20-30663**

Confidential Sexual Abuse Claim Supplement

When submitting your Proof of Claim in this case, the court strongly encourages you to complete this supplemental form, which the court has approved, and include it as an attachment to your claim. Submitting this supplemental form at the outset will help streamline the process of identifying claims and all applicable insurance coverage and expedite a distribution to creditors.

Please read all questions and instructions carefully, and answer to the best of your ability. **If you do not complete and include this supplemental form as an attachment to your filed claim, your failure to do so may be the basis for a valid objection to your claim.**

If you have an attorney, you should complete this form with the assistance of counsel.

Knowingly and fraudulently submitting false information to this court is a crime punishable by fine, imprisonment, or both. 18 U.S.C. §§ 152, 157, 3571.

(Form begins on the next page)

PART 1: CONFIDENTIALITY

The information you share will be kept strictly confidential. You may indicate below that you waive this confidentiality.

However, this form and the information in it may be provided, pursuant to confidentiality procedures approved by the Bankruptcy Court, to the Diocese, certain insurers of the Diocese, the Official Committee of Unsecured Creditors (the "Committee"), their respective counsel, the United States Trustee, and to such other persons as the Bankruptcy Court may authorize.

Please be assured that these parties have agreed to keep your information strictly confidential.

Check **only one** below:

- I wish to keep my identity and this proof of claim CONFIDENTIAL.
- I authorize my name, identity and this proof of claim (together with any exhibits and attachments) to be made PUBLICLY AVAILABLE AND PART OF THE PUBLIC RECORD.

Print Name: _____

Sign Name: _____

Print Date: _____

If you do not check either box, if you check both boxes, or if you do not provide your name and signature, your claim and this form will remain confidential.

(Form continues on the next page)

PART 2: IDENTIFYING INFORMATION

Sexual Abuse Claimant

First Name	Middle Initial	Last Name	Suffix (if any)
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Mailing Address

City	State/Province	Zip Code (Postal Code)
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(If party is incapacitated, is a minor or is deceased, please provide the address of the legal representative submitting the claim. If you are in jail or prison, list your current address).

Telephone No(s):

Home: _____

Work: _____

Cell: _____

(If you are represented by counsel, you may provide your attorney's work phone number instead of your own.)

Email address: _____

(If you are represented by counsel, you may provide your attorney's email instead of your own.)

Social Security Number (last four digits only): _____

If you are in jail or prison, your identification number and location of incarceration:

May the Diocese, the Committee, and their respective counsel of record in this chapter 11 case leave voicemails for you regarding your claim? Yes No

May the Diocese, the Committee, and their respective counsel of record in this chapter 11 case send confidential information to your email? Yes No

Birth Date: _____

Have you been known by any other names (including maiden name, if applicable)?

b. Sexual Abuse Claimant's Attorney (if any)

Attorney & Law Firm Name:

Address:

Telephone & Fax Numbers:

(Form continues on the next page)

PART 3: NATURE OF COMPLAINT

(Attach additional separate sheets if necessary. If you are filling out this form electronically, please use the program to add more sheets if you need them.)

NOTE: *If you have previously filed a lawsuit against the Diocese in State or Federal Court, please attach the complaint and respond to the questions below.*

a. Who committed the acts of Sexual Abuse against you? Individuals identified in this section will be referred to as the “abuser” in questions below. If applicable, you may identify more than one abuser. Please provide the complete name(s) of each abuser to the best of your recollection. If you do not know the name(s) of each abuser, please identify them by title, position or other description.

b. How did you know the abuser? For example, was the abuser at your church, school or part of another group with which you were involved? Was the abuser a relative or family friend?

c. If the abuser was affiliated with a church, parish, school, or Diocesan organization, please identify such church, parish, school or organization.

d. Where did the Sexual Abuse take place? Please be specific and complete all relevant information to the best of your recollection, including the names of locations and addresses, if known.

e. When did the Sexual Abuse take place? Please be as specific as possible. If you do not recall the exact date, provide as much information as possible, including the year and season (fall, winter, spring, or summer, or school year and grade).

f. Do you know how old you were when the Sexual Abuse began and ended? If you do not recall the exact date, please try to provide as much information as possible, such as the year and season (fall, winter, spring, or summer, or school year and grade).

g. Please describe the nature of the abuse. If you are able, please specify what happened (e.g., the circumstances, approximate number of occurrences, frequency, duration, and type(s) of Sexual Abuse).

h. Have you experienced injury and/or damages because of the act or acts of Sexual Abuse described above? Please provide as much detail as possible. For example, describe any injuries or damages, as well as any effect on your emotions, education, employment, personal relationships, health, or faith.

i. Have you ever asserted a claim against the Diocese, or against any entity or individual other than the Diocese (including, but not limited to, any parish, church, school, or other organization) relating to the Sexual Abuse described in this claim? If you have, please state when you asserted the claim, against whom the claim was asserted, the manner in which the claim was asserted (for example, a complaint made to law enforcement, a lawsuit or demand letter, participation in the Diocese's Independent Reconciliation and Compensation Program ("IRCP") or a similar program sponsored by an entity other than the Diocese, an informal request for compensation, etc.), and the result of such claim (including, for example, whether such claim resulted in a settlement or was adjudicated and, if so, the terms of any non-confidential settlement or the outcome of such adjudication).

j. Did you tell anyone of the about the Sexual Abuse and, if so, whom did you tell? If you did tell anyone, what did you tell that person? You do not need to disclose any communications you had with an attorney.

PART 4: CERTIFICATION

Under penalty of perjury, I declare the foregoing statements to be true and correct to the best of my knowledge.

Print Name: _____

Sign Name: _____

Date: _____

If you are signing the claim on behalf of a minor, decedent or incapacitated person, please state your relationship to the Sexual Abuse Claimant below:

Schedule 2

Confidentiality Agreement

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

The Roman Catholic Diocese of Syracuse,
New York,

Debtor.

Case No. 20-30663

Chapter 11

**AUTHORIZED PARTY CONFIDENTIALITY AGREEMENT
REGARDING SEXUAL ABUSE PROOFS OF CLAIM**

This Authorized Party Confidentiality Agreement Regarding Sexual Abuse Proofs of Claim (“Agreement”) is entered into as of [_____], 20[___].

By [_____] (the “Recipient”), an Authorized Party pursuant to paragraph 11(c) of the *Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* (the “Bar Date Order”)¹ [Docket No. ___] entered by the United States Bankruptcy Court for the Northern District of New York (the “Bankruptcy Court”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”) on [_____] [___], 2020.

WHEREAS, the Recipient will be granted access to Sexual Abuse Proofs of Claim filed in the Chapter 11 Case after execution of this Agreement pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;

WHEREAS, Recipient acknowledges that the Sexual Abuse Proofs of Claim contain sensitive, non-public information, which is to remain confidential pursuant to the Bar Date Order and the terms of this Agreement; and

WHEREAS, with the exception of counsel of record to Authorized Parties, access to the Victim Claim Forms extends only to the natural person who executes this Agreement and a separate copy of this Agreement must be signed by each natural person who seeks access to the Abuse Proofs of Claim on behalf of an Authorized or Permitted Party. Counsel of Record to Authorized Parties may sign one form on behalf of their firm, and the terms of this Agreement and the Bar Date Order shall apply to each member, partner, shareholder, counsel, associate, paraprofessional and employee of the Recipient firm, and all such individuals shall be subject to the terms of this Agreement and the Bar Date Order as though they had signed it on their own behalf.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recipient agrees that the Sexual Abuse Proofs of Claim and any Confidential Information (as such term is defined below) contained therein shall be kept confidential pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;
2. For purposes of this Agreement, the term “Confidential Information” means each Sexual Abuse Proof of Claim itself, and any information contained in a Sexual Abuse Proof of Claim, except to the extent (a) that the Sexual Abuse Claimant elects to permit disclosure of the information contained in the Sexual Abuse Proof of Claim by authorizing such disclosure pursuant to the terms of the Confidential Sexual Abuse Claim Supplement or (b) such information (i) was known to the Recipient prior to being disclosed in a Sexual Abuse Proof of Claim, (ii) is or becomes generally available to the public through no act or failure on the part of the Recipient, (iii) is obtained from a third party under no obligation to maintain its confidentiality; or (iv) is developed by the Recipient independently without reference to any Sexual Abuse Proof of Claim.
3. Recipient agrees to not to use or distribute any Sexual Abuse Proof of Claim or Confidential Information in violation of this Agreement.
4. Recipient may use Sexual Abuse Proofs of Claim, and any Confidential Information contained therein, only in connection with the evaluation, prosecution or defense of the claims asserted in such Sexual Abuse Proofs of Claim in the Roman Catholic Diocese of Syracuse, New York’s (the “Debtor’s”) Chapter 11 Case, any related adversary proceedings or contested matters in the Chapter 11 Case, any related insurance or reinsurance coverage demands, claims, disputes, or litigation, and settlement negotiations or mediations regarding all of the foregoing, and as otherwise required by applicable federal or state laws or regulations (each, a “Permitted Use”).
5. Recipient shall not disclose any Confidential Information to any other person or entity except that Recipient may disclose Confidential Information (i) to any person or entity that is an Authorized Party who may receive such information pursuant to the Bar Date Order and has executed a copy of this Agreement, (ii) to the Bankruptcy Court or any other tribunal of competent jurisdiction so long as such disclosure is made pursuant to a Permitted Use and under seal, or (iii) pursuant to an order of the Bankruptcy Court after a hearing and upon notice to the affected claimant(s), the Committee and the Debtor.
6. Recipient consents to the exclusive jurisdiction of the Bankruptcy Court to adjudicate any disputes with respect to any terms, condition or alleged violations of this Agreement or the Bar Date Order.
7. Recipient shall promptly report any disclosure of Confidential Information in violation or breach of this Agreement to the Debtor and the Committee and shall cooperate with efforts to recover and secure any such Confidential Information and/or to mitigate the effects of any such disclosure.
8. Nothing in this Agreement precludes Recipient from seeking a modification of the Bar Date Order or the terms of this Agreement with respect to any proposed disclosure of

Confidential Information contained in the Confidential Sexual Abuse Claim Supplement, *provided, however*, that (a) any motion for such modification shall be on notice to all Sexual Abuse Claimants, the Committee and the Debtor and (b) Recipient shall not disclose any Confidential Information in connection with any such petition unless such disclosure is restricted to the Bankruptcy Court, the Debtor, the Committee, the affected claimant(s) and made under seal.

9. This Agreement shall become effective as of the date it is delivered to counsel for the Debtor and counsel for the Committee.

Dated: _____, 20____

By: _____
Signature

Print Name

Schedule 3

Form of Bar Date Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

The Roman Catholic Diocese of Syracuse,
New York,

Debtor.

Case No. 20-30663

Chapter 11

**NOTICE OF APRIL 15, 2021 DEADLINE
FOR FILING PROOFS OF CLAIM**

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE ROMAN CATHOLIC
DIOCESE OF SYRACUSE, NEW YORK:

PLEASE TAKE NOTICE that the United States Bankruptcy Court for the Northern
District of New York has entered an order establishing **April 15, 2021 at 11:59 p.m.** (prevailing
Eastern time) as the **deadline for all persons and entities, including persons asserting Sexual
Abuse Claims and Governmental Units, to file prepetition claims in this chapter 11 case** (the
“Bar Date Order”¹, with April 15, 2021, the “Bar Date”). The court has approved the form of this
notice.

**YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS,
INCLUDING WHETHER YOU HAVE A CLAIM OR WHETHER YOU MUST FILE A
PROOF OF CLAIM. YOU MAY ALSO OBTAIN INFORMATION FROM THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS BY CALLING (612) 335-1831.**

The Roman Catholic Diocese of Syracuse, New York (the “Debtor”) filed a voluntary
petition for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 *et seq.*,
the “Bankruptcy Code”) in the Northern District of New York on June 19, 2020 (the “Petition
Date”). Information regarding the Debtor, its business, and other relevant information related to
this chapter 11 case (“Chapter 11 Case”) may be obtained at the case management website
maintained by Stretto, the Debtor’s Claims and Noticing Agent at:
<https://case.stretto.com/diocesefofsyracuse>.

Except as described below, the Bar Date Order requires all persons or Entities, including
Governmental Units, that have or may assert prepetition claims of any nature against the Debtor,
including Sexual Abuse Claims, to submit proofs of claim so that they are received by Stretto on
or before the Bar Date. Please note that the terms “Entity,” “Governmental Unit,” “Claim,” and
“Sexual Abuse Claim” are defined below.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bar Date Order.

PLEASE TAKE FURTHER NOTICE that all claimants shall submit a proof of claim in substantial conformity with Official Form 410. If the Debtor has identified you as having a potential Claim, a copy of Official Proof of Claim Form 410 is enclosed with this Notice.

The court has also adopted a Confidential Sexual Abuse Claim Supplement to assist in evaluating claims premised upon allegations of sexual abuse. All claimants wishing to assert Sexual Abuse Claims should complete and submit with Official Form 410 the Confidential Sexual Abuse Claim Supplement. If the Debtor has identified you as having a potential Sexual Abuse Claim, a copy of the Confidential Sexual Abuse Claim Supplement is enclosed with this Notice. Failure to submit a completed Confidential Sexual Abuse Claim Supplement with your Sexual Abuse Proof of Claim may be the basis for a valid objection to your claim. If no proof of claim form accompanies this Notice, or if you did not receive the correct proof of claim form, copies of both Official Form 410 and the Confidential Sexual Abuse Claim Supplement may be obtained online by visiting <https://case.stretto.com/dioceseforsyracuse>, or may be requested by calling (855) 329-4244.

KEY DEFINITIONS

As used in this Notice, the term “Entity” has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons (individuals, partnerships and corporations), estates, trusts, Governmental Units and the United States Trustee.

As used in this Notice, the term “Governmental Unit” has the meaning given to it in section 101(27) of the Bankruptcy Code and includes the United States, States, commonwealths, districts, territories, municipalities, foreign states, or departments, agencies or instrumentalities of the foregoing.

As used in this Notice, the term “Claim” shall mean, as to or against the Debtor and in accordance with section 101(5) of the Bankruptcy Code: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

As used in this Notice, the term “Sexual Abuse Claim” shall mean any Claim against the Debtor resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the New York Penal Law), and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or

failures to act by the Debtor or any other person or entity for whose acts or failures to act the Debtor is or was allegedly responsible.

I. WHO MUST FILE A PROOF OF CLAIM PRIOR TO THE BAR DATE

- a. ***The Bar Date:*** The Bar Date Order establishes April 15, 2021 at 11:59 p.m. (prevailing Eastern time) as the Bar Date for filing proofs of claim in this case.
- b. ***The Following Persons or Entities Must File a Proof of Claim on or Before the Bar Date:***
 - i. Any person or Entity whose prepetition claim was not listed in the Debtor's Schedules of Assets and Liabilities (as amended) filed in this Chapter 11 Case (the "Schedules"), or whose prepetition claim is listed in the Schedules, but is designated as being "contingent," "unliquidated," or "disputed," and who desires to participate in this Chapter 11 Case or to share in any distributions to creditors that may be made in this Chapter 11 Case;
 - ii. Any person or Entity who believes that its prepetition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than as identified in the Schedules; and
 - iii. Any person who wishes to assert a Sexual Abuse Claim against the Debtor, regardless of whether such person has previously filed a lawsuit against the Debtor or otherwise has given formal or informal notice of such claims to the Debtor.
- c. ***The Following Persons or Entities are Not Required to File Proofs of Claim at this Time:***
 - i. Any person or Entity that has already properly filed a proof of claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Northern District of New York, Syracuse Division, *except that* any person who has asserted a Sexual Abuse Claim should submit a completed Confidential Sexual Abuse Claim Supplement;
 - ii. Any person or Entity: (a) whose claim is listed in the Schedules or any amendments thereto; and (b) whose claim is not identified therein as "contingent," "unliquidated," or "disputed," and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;
 - iii. Any professionals retained by the Debtor or the Committee pursuant to orders of this Court, who assert administrative claims for payment of fees and expenses subject to the Court's approval, pursuant to sections 330, 331(a) and 503(b) of the Bankruptcy Code;

- iv. Any person or Entity that asserts an administrative expense claim against the Debtor pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code;
- v. Any person or Entity whose claim against the Debtor is allowed by an order of the Court entered on or before the Bar Date; and
- vi. Any person or Entity whose claim has been previously settled or paid in full.

II. CONFIDENTIALITY OF ABUSE CLAIMS

Pursuant to the Bar Date Order, filed Sexual Abuse Proofs of Claim (including the Confidential Sexual Abuse Claim Supplement) will be treated confidentially in this Chapter 11 Case unless the Sexual Abuse Claimant elects to have his or her claim publicly disclosed. Any Sexual Abuse Proof of Claim that you file will not be available to the general public, and will be kept confidential, except that information will be provided to Authorized Parties under the Bar Date Order, all of whom will agree to keep the information provided by you confidential pursuant to the Bar Date Order.

III. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any person or Entity that is required to file a proof of claim, but fails to do so on or before the Bar Date: may NOT be treated as a creditor with respect to such Claim and may not be entitled to vote on a plan, or to share in any distributions under any chapter 11 plan proposed and/or confirmed in this Chapter 11 Case. If it is unclear from the Schedules whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the Bar Date. Any party that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein.

RESERVATION OF RIGHTS

Nothing in the Bar Date Order shall be construed as limiting any party's rights to: (i) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, classification or otherwise; and (ii) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing contained in this Notice shall preclude any party from objecting to any Claim, whether scheduled or filed, on any grounds.

PROCEDURE FOR FILING PROOFS OF CLAIM

All claimants are directed to submit their proofs of claim to Stretto, the Debtor's Claims and Noticing Agent, as set forth below:

To be considered valid, each proof of claim submitted in this Chapter 11 Case must: (a) be denominated in lawful currency of the United States as of the Petition Date, (b) have attached copies of any writings upon which the claim is based in accordance with Bankruptcy Rules 3001(c) and 3001(d) (including for secured claims, evidence that the security interest has been perfected),

and (c) be actually received by Stretto, the Debtor's Claims and Noticing Agent, on or prior to the Bar Date either (i) electronically using the interface available on Stretto's website at <https://case.stretto.com/diocesefsyracuse> or (ii) by **delivering an original copy by hand, mail or overnight courier to The Roman Catholic Diocese of Syracuse, New York, Claims Processing c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238**. Proofs of claim sent by facsimile, telecopy, or e-mail will **NOT** be accepted. In the event that a completed proof of claim is mailed to or personally delivered to the Clerk of Court for the United States Bankruptcy Court for the Northern District of New York, the Clerk of Court shall: (i) mark the document with a date and time of receipt, (ii) maintain a copy of the claim and Confidential Sexual Abuse Claim Supplement under seal as provided by the Local Bankruptcy Rules, and (iii) place the proof of claim and any Confidential Sexual Abuse Claim Supplement in a sealed envelope marked confidential and transmit the sealed envelope via overnight delivery to Stretto at the address for receipt of proofs of claim above.

All claimants shall submit their proof of claim in substantial conformity with Official Form 410. All claimants asserting Sexual Abuse Claims should submit with their completed proof of claim, a completed Confidential Sexual Abuse Claim Supplement. **The failure to include the Confidential Sexual Abuse Claim Supplement with your proof of claim may be the basis for a valid objection to your claim.** A Sexual Abuse Proof of Claim may only be made on account of Sexual Abuse of an individual. Any other claim may be asserted as a general proof of claim.

Proofs of claim will be deemed filed when actually received by Stretto. Proofs of claim submitted electronically will be acknowledged via electronic mail or confirmation number from Stretto at the time of submission. If you wish to receive acknowledgement of Stretto's receipt of a proof of claim submitted in paper format, you must also submit with your original proof of claim: (i) one additional copy of your original proof of claim; and (ii) a self-addressed, postage pre-paid return envelope.

ADDITIONAL INFORMATION

You may be listed as the holder of a Claim in the Debtor's Schedules. If you hold or assert a Claim that is not listed in the Schedules, or if you disagree with the amount or priority of your Claim as listed in the Schedules, or your Claim is listed in the Schedules as contingent, unliquidated, or disputed, you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the Clerk's Office, United States Bankruptcy Court for the Northern District of New York, 100 South Clinton Street, 3rd Floor, Syracuse, NY 13261. In addition, copies of the Debtor's Schedules and the Bar Date Order are available on the Stretto case management website at <https://case.stretto.com/diocesefsyracuse> for free, or on the Court's website (<https://www.nynb.uscourts.gov/>) by following the directions for accessing the ECF system on such website (a PACER password is required). A list of entities within the territory of the Debtor that may be implicated by the Debtor's Chapter 11 Case, including parishes, schools, entities for which the Bishop is the president, and sole member entities for which the Bishop is the sole member, is available on the Stretto case management website at <https://case.stretto.com/diocesefsyracuse>.

Requests for proofs of claim should be directed to Stretto, the Debtor's Claims and Noticing Agent at (855) 329-4244. Stretto is not permitted to give you legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the contents of this notice or the completion or filing of a proof of claim.

Schedule 4

Form of Publication Notice

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

The Roman Catholic Diocese of Syracuse, New York
Case No. 20-30663

PLEASE TAKE NOTICE THAT on June 19, 2020, The Roman Catholic Diocese of Syracuse, New York, (“Diocese”) filed for protection under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

The Bankruptcy Court has established **April 15, 2021 at 11:59 p.m.** (prevailing Eastern time) as the deadline to file proofs of claim against the Diocese (the “Bar Date”).

If you have a claim against the Diocese including, without limitation, a claim related to sexual abuse committed by any person connected with the Diocese, you must file a claim on or before the Bar Date with Stretto, the appointed Claims Agent.

Please visit <https://case.stretto.com/diocesefofsyracuse> or call (855) 329-4244 for more information on how to file your proof of claim.

IF YOU DO NOT TIMELY FILE A PROOF OF CLAIM, YOU MAY FORFEIT YOUR RIGHT TO VOTE ON ANY PLAN OF REORGANIZATION AND TO SHARE IN ANY FUTURE DISTRIBUTIONS TO CREDITORS IN CONNECTION WITH THE DIOCESE’S CHAPTER 11 CASE.

EXHIBIT 15

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re: : Chapter 11
: :
THE CHRISTIAN BROTHERS' INSTITUTE, *et al.* : Case No.: 11-22820 (RDD)
: :
Debtors. : (Jointly Administered)
----- X

**ORDER APPROVING DEBTORS' MOTION FOR ORDER
ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM
AND APPROVING FORM AND MANNER OF NOTICE THEREOF**

Upon the motion (the "Motion") of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., as debtors and debtors-in-possession (the "Debtors"), for an Order Establishing Deadlines for Filing Proofs of Claim and Form and Manner of Notice Thereof (Docket No. 170);¹ and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this case and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion being appropriate under the particular circumstances and no other or further notice being required except as provided herein; and upon the response of the Committee dated January 17, 2012 (Docket No. 215); and upon the objection of certain high schools (the "High Schools") dated January 19, 2012 (Docket No. 225); and upon the limited objection of Pacific Indemnity Company dated January 13, 2012 (Docket No. 209); and upon the Debtors' reply to the Committee's response dated January 19, 2012 (Docket No. 221); and upon the record established at the hearing held on January 23, 2012; and the Court having reviewed the letters, both dated February 7, 2012, of Peter M. Friedman, Esq., for the High Schools and James I. Stang, for the Committee; and it appearing that the relief requested in the Motion and granted herein is in the best interest of the

¹ Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.

Debtors' estates, their creditors and other parties-in-interest and necessary and appropriate for establishing an effective bar date for the submission of the types of claims provided for herein; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is granted as set forth herein.

2. The General Creditor Proof of Claim Form, the Sexual Abuse Proof of Claim Form, the General Creditor Bar Date Notice, the Sexual Abuse Bar Date Notice, and the Publication Notice, in the forms annexed hereto as **Exhibits "A," "B," "C," "D," and "E,"** respectively, and the manner of providing notice of the Bar Dates proposed in the Motion, and as modified by this Order, are approved in all respects pursuant to Bankruptcy Rules 2002(a)(7) and 2002(l). The form and manner of notice of the Bar Dates approved herein are deemed to fulfill the notice requirements of the Bankruptcy Rules and the Local Rules for the Court, and notice of the Bar Dates in the form and manner as proposed by the Debtors herein is fair and reasonable and will provide good, sufficient, and due notice to all creditors of their rights and obligations in connection with claims they may assert against the Debtors' estates in these Chapter 11 cases. Accordingly, the Debtors are authorized and directed to serve and/or publish the notice of the Bar Date as set forth below.

3. Except as provided in paragraph 6 of this Order, any entity holding a pre-petition claim against the Debtors must file a proof of claim in accordance with the procedures described herein **on or before May 11, 2012, 4:00 p.m. (prevailing Eastern Time)** (the "General Bar Date"). The General Bar Date shall be identified in the General Bar Date Notice. Except as provided in paragraph 6 of this Order, the General Bar Date applies to all persons and entities (including government entities), other than Sexual Abuse Victims, that assert claims, as

defined in § 101(5) of the Bankruptcy Code, against the Debtors (whether secured, unsecured priority or unsecured non-priority) that arose prior to or on the Petition Date.

4. Except as provided in paragraph 6 of this Order, any entity holding a pre-petition claim arising from sexual abuse for which the individual believes that the Debtors may be liable, must file a proof of claim in accordance with the procedures described herein on or before **August 1, 2012, 4:00 p.m. (prevailing Eastern Time)** (the “Sexual Abuse Bar Date”). The Sexual Abuse Bar Date shall be identified in the Sexual Abuse Bar Date Notice and the Publication Notice.

5. For the purposes of determining the timeliness of the filing of a proof of claim and for determining whether a creditor should use the General Creditor Proof of Claim Form or the Sexual Abuse Proof of Claim Form, sexual abuse is defined as any and all acts or omissions that the Debtors may be legally responsible for that in any way arise out of, are based upon, or involve sexual conduct or misconduct, sexual abuse or molestation, indecent assault, indecent battery, rape, lascivious behavior, pedophilia, ephobophilia, or sexually related psychological or emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. It is possible that under applicable law, a person may be sexually abused whether or not this activity involves explicit force, whether or not this activity involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the person.

6. The following entities, whose claims otherwise would be subject to the Bar Dates, shall **not** be required to file proofs of claim in these Chapter 11 cases:

- (a) Any person or entity that has already properly filed a proof of claim against the Debtors with the Clerk of the Court for the United States Bankruptcy Court for the Southern District of New York (the “Court”), or with the Debtors’ Claims Agent – Omni

Management Group (“Omni” or the “Claims Agent”). Notwithstanding the foregoing, **Sexual Abuse Victims that previously filed with the Court a proof of claim must utilize the Sexual Abuse Proof of Claim Form and must refile the claim if that form was not used;**

- (b) Any person or entity: (a) whose claim is listed in the Schedules or any amendments thereto; and (b) whose claim is not described therein as “disputed,” “contingent,” or “unliquidated;” and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;
- (c) Any person or entity that asserts an administrative expense claim against the Debtors pursuant to § 503(b) and § 507(a)(2) of the Bankruptcy Code;
- (d) Any person or entity whose claim against the Debtors has been allowed by an order of the Court entered on or before the applicable Bar Date; and
- (e) Any person or entity whose claim has been paid in full. For the avoidance of doubt, this does not include Sexual Abuse Victims who were paid pursuant to settlement agreements but believe they have additional claims against the Debtors beyond what was agreed to in the settlement.

7. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease, as to which the order authorizing such rejection is dated on or before the date of entry of this Order, must file a proof of claim based on such rejection on or before the General Bar Date, and any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease, as to which an order authorizing such rejection is dated after the date of entry of this Order, must file a proof of claim on or before such date as the Court may fix in the applicable order authorizing such rejection.

8. The Debtors, and any party-in-interest, shall retain the right to: (i) dispute, on any ground, including statute of limitations, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to nature, amount, liability,

classification or otherwise; and (ii) subsequently designate any claim as disputed, contingent or unliquidated.

9. Subject to the provisions of paragraph 6 of this Order, the following entities **must** file a proof of claim on or before the applicable Bar Date:

- (a) Any person or entity whose pre-petition claim against the Debtors is not listed in the Debtors' Schedules or whose pre-petition claim is listed in the Schedules but is listed as disputed, contingent or unliquidated and that desires to participate in these cases or share in any distribution in these cases;
- (b) Any person or entity that believes that its pre-petition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than that identified in the Schedules; and
- (c) Any Sexual Abuse Victim who believes that he or she has a claim against the Debtors, including but not limited to, Sexual Abuse Victims who have previously filed lawsuits against the Debtors, and Sexual Abuse Victims who have never filed a lawsuit, entered into a settlement or reported their abuse.

10. **Pursuant to Bankruptcy Rule 3003(c)(2), any entity that is required to file a proof of claim in these Chapter 11 cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or this Order with respect to a particular claim against the Debtors, but that fails to do so by the applicable Bar Date, shall NOT be treated as a creditor with respect to such claim for the purposes of voting on and distribution under any Chapter 11 plan proposed and/or confirmed in these cases.**

11. If the Debtors amend or supplement their Schedules subsequent to the date hereof, the Debtors shall give notice of such amendment or supplement to the holders of claims affected thereby, and such holders shall be afforded thirty (30) days from the date of such notice to file proofs of claim in respect of their claims or be barred from doing so, and shall be given notice of such deadline.

12. Each General Creditor Proof of Claim Form filed must: (a) be written in English; (b) be denominated in lawful currency of the United States as of the Petition Date; and (c) have attached copies of any writings upon which the claim is based in accordance with Bankruptcy Rules 3001(c) and 3001(d), including for secured claims, evidence that the alleged security interest has been perfected; and (d) be originally executed and mailed or delivered to Omni Management Group at the following address: Christian Brothers Institute, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB608, Encino, California 91436 so as to be received by Omni on the General Bar Date (**proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted**).

13. Sexual Abuse Proof of Claims Forms shall be submitted pursuant to the following Confidentiality Protocol:

- (a) Sexual Abuse Victims are directed **NOT** to file a Sexual Abuse Proof of Claim Form with the Court. Instead, the original and two (2) copies of each Sexual Abuse Proof of Claim Form must be mailed or delivered to Omni at the following address: Christian Brothers Institute, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB608, Encino, California 91436.
- (b) Sexual Abuse Proof of Claim Forms submitted by Sexual Abuse Victims will not be available to the general public unless a Sexual Abuse Victim affirmatively indicates his or her desire that the proof of claim be made public in Part 1 of the Sexual Abuse Proof of Claim Form. The Confidentiality Protocol is for the benefit of the Sexual Abuse Victims. Accordingly, Sexual Abuse Victims may elect to make any of the information contained in a Sexual Abuse Proof of Claim Form public, even if they elected to file the Proof of Claim confidentially.
- (c) Sexual Abuse Proof of Claim Forms submitted by a Sexual Abuse Victim shall be held and treated as confidential by the Debtors and Debtors' counsel, and upon request to the parties listed below (the "Permitted Parties"), subject to each Permitted Party executing and returning to Debtors' counsel a confidentiality agreement (the "Confidentiality Agreement"), and to such other persons as the Court determines, provided, however, that all parties with access to

the Sexual Abuse Proof of Claim Forms shall agree to keep the information provided in a Sexual Abuse Proof of Claim Form confidential (unless the Sexual Abuse Victim elects otherwise in Part 1 of the Sexual Abuse Proof of Claim Form).

- (d) The Permitted Parties include:
- (i) Counsel for the Official Committee of Unsecured Creditors. For the avoidance of doubt, Committee members and their personal counsel shall be Permitted Parties; provided, however, that these parties shall have access to the Sexual Abuse Proof of Claim Forms submitted by a Sexual Abuse Victim (after the Sexual Abuse Proof of Claim Form has been redacted to remove the information identified in Parts 2(A) and 2(B) of the Sexual Abuse Proof of Claim Form); and provided further that (a) Committee counsel shall provide five days' notice in writing (including via email) to counsel to the High Schools of Committee counsel's intent to provide a copy of any Sexual Abuse Proof of Claim that identifies one or more of the High Schools to Committee members or their personal counsel, (b) the High Schools may seek entry of an order compelling the Committee counsel to redact any High School identified on a Sexual Abuse Proof of Claim (any such motion, a "Protective Motion"), and (c) Committee counsel shall not provide a copy of any such Sexual Abuse Proof of Claim Form(s) to Committee members or their counsel (unless the identity of the High School is redacted) until such time as the Court enters an order adjudicating any Protective Motion; provided, further, that, subject to further order of the Court, the Committee members and their personal counsel shall be permitted to use information acquired through access to the Sexual Abuse Proof of Claim Forms submitted by Sexual Abuse Victims only for the purpose of fulfilling their fiduciary duties as members of the Committee;
 - (ii) Insurance companies that provided insurance that may cover the claims described in the Sexual Abuse Proof of Claim Forms. For the avoidance of doubt, the Confidentiality Agreement executed by the insurance companies (or any other entity) will cover all employees and agents reasonably necessary to have access to the Sexual Abuse Proof of Claim Forms in order to properly analyze and determine whether to settle and/or defend such Sexual Abuse claims;

- (iii) Any future claims representative appointed under a plan of reorganization;
- (iv) Any special arbitrator/claims reviewer appointed to review and resolve the claims of Sexual Abuse Victims;
- (v) Any settlement trustee appointed to administer payments to Sexual Abuse Victims;
- (vi) Authorized representatives of a department of corrections if the Sexual Abuse Victim is incarcerated but only to the extent disclosure is authorized under applicable non-bankruptcy law;
- (vii) Unless otherwise ordered by the Court, members of the Committee and their personal counsel (after the Sexual Abuse Proof of Claim Form has been redacted to remove the Sexual Abuse Victim's name, address and any other information identified in Part 2(A) of the Sexual Abuse Proof of Claim Form); and
- (viii) Such other persons as the Court determines should have the information in order to evaluate Sexual Abuse Claims.²

14. Each Sexual Abuse Proof of Claim Form submitted must: (i) be written in English; (ii) be denominated in lawful currency as of the Petition Date; and (iii) be originally executed and received by Omni at the following address: Christian Brothers Institute, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB608, Encino, California 91436 on or before the Sexual Abuse Bar Date (**proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted**).

15. At least sixty (60) days prior to the General Bar Date, the Debtors shall serve by United States mail, first-class postage prepaid, the General Creditor Bar Date Notice Package, upon: (a) the Office of the United States Trustee for the Southern District of New York; (b) counsel to the Official Committee of Unsecured Creditors; (c) all entities who have filed a

² The United States Trustee's Office shall have full access without being required to execute a Confidentiality Agreement.

notice of appearance in the Debtors' cases; (d) all entities listed in the Debtors' Schedules; (e) all parties to executory contracts and unexpired leases of the Debtors; (f) all entities that have previously filed proofs of claim in the Debtors' cases; (g) any other entities or their counsel, including governmental units, known to the Debtors as entities who may have claims against the estates; and (h) such additional persons and entities as deemed appropriate by the Debtors.

16. The Debtors shall provide notice of the Sexual Abuse Bar Date by serving, via United States mail, first-class postage prepaid, at least one hundred fifty (150) days prior to the Sexual Abuse Bar Date, the Sexual Abuse Bar Date Notice Package on known Sexual Abuse Victims who:

- (a) Filed, or threatened to file, lawsuits against the Debtors that allege they were abused;
- (b) contacted the Debtors to report that they were victims of abuse, whether or not that individual's claim was considered to be substantiated and whether or not the report was written or verbal;
- (c) entered into a settlement agreement with the Debtors stemming from allegations of abuse; and
- (d) received payment from the Debtors as a result of an allegation of abuse.

17. At least one hundred fifty (150) days prior to the Sexual Abuse Bar Date, to the extent the Debtors are able to obtain alumni directories, the Debtors will also serve a one page notice in the form annexed hereto as **Exhibit "E,"** on all known alumni of schools, or other institutions in which the Debtors are aware that alleged and/or credibly accused abusers taught or performed ministry, at the addresses set forth in the alumni directories.

18. The Debtors shall provide notice of the Sexual Abuse Bar Date by causing a copy of the publication notice in the form annexed hereto as **Exhibit "E,"** to be published as follows in national publications as well as community/local publications for areas in proximity of

the schools or institutions where the Debtors' Brothers have taught, performed ministry, or were otherwise affiliated with.

Publication twice (in English) in each of the following publications; the first publication to occur within two (2) weeks of the service of the Sexual Abuse Bar Date Notice Package (as required by paragraph 16 of this Order) and the second publication to occur forty-five (45) days prior to the expiration of the Sexual Abuse Bar Date:

National Publications:

New York Times – Nat'l Ed.
USA Today – Nat'l Ed.

Local U.S. Publications:

Albany Times Union
Arizona Republic
Asbury Park Press
Bergen Record
Bonita Daily News
Boston Globe
Californian
Chandler Times
Chicago Sun-Times
Contra Costa Times
Hudson Valley Times
Kent Reporter
Los Angeles Times
Madison County Journal
Miami Herald
Montebello Comet
Mountain Eagle
Naples Record
New York Times – NY Metro Ed
Newark Star Ledger
Oakland Press
Ocala Star Banner
Poughkeepsie Journal
Rochester Democrat & Chronicle
San Antonio Express News
Sebree Banner
Star Advertiser
Tampa Tribune
The Bugle

The Herald-News
The Jena Times
The Montana Standard
The Post and Courier
Times Picayune
Vallejo Times Herald
Warwick Beacon

Canadian Publications:

Advertiser
Burnaby / New Westminister NewsLeader
Chronicle
Journal de Montreal
Journal de Quebec
Kamloops This Week
St. John's Telegram
The Charter
The Citizen
The Compass
The Daily News
The National Post
The Western Star
Times Colonist
Toronto Star
Vancouver Province
Welland Tribune

19. The Debtors shall provide further notice of the Sexual Abuse Bar Date by taking the following measures:

- (a) Upon entry of this Order, the Debtors shall post component parts of the Sexual Abuse Bar Date Notice Package on the following website:

www.omningt.com/TheChristianBrothers

- (b) The Debtors and the Committee shall maintain a toll free number which may be used by Sexual Abuse to ask questions or obtain copies of the Sexual Abuse Bar Date Notice Package or parts thereof;
- (c) Within one (1) week of the service of the Sexual Abuse Bar Date Notice Package (as required by paragraph 16 of this Order), the Debtors shall mail a copy of the Sexual Abuse Bar Date Notice to the following: (i) the attorney general for each U.S. state where a school is located, and the Canadian counterpart to an attorney general; (ii) the district attorney for each U.S. county where a school is located and the Crown Prosecutor for each Canadian province where a school is located; (iii) the public health agency for each locality where a school is located; (iv) a substance abuse agency in each locality where a school is located; (v) the police department for each locality where a school is located; (vi) the

hospital for each locality where a school is located; and (vii) the Catholic diocese which governs the area where a school is located – and request that each party post such Notice until the expiration of the Sexual Abuse Bar Date;

20. Each request described above shall be on the Debtors' stationery, personally signed by a Christian Brother who is an officer of the Debtors and be in a format approved by the Committee or the Court. The request shall include a statement at the bottom for the recipient to indicate whether it will comply with the request and the request shall include a stamped self-addressed return envelope.

21. For any proof of claim to be validly and properly filed, a signed original together with any accompanying documentation required by Bankruptcy Rules 3001(c) and 3001(d), must be mailed or delivered to Omni at the address identified on the applicable Bar Date Notice so as to be received **no later than 4:00 p.m. (prevailing Eastern Time)** on the applicable Bar Date. Proofs of claim may be submitted in person or by courier service, hand delivery or U.S. mail. Proofs of claim submitted by facsimile or e-mail shall not be accepted. Proofs of claim shall be deemed filed when actually received by Omni by the applicable Bar Date. If a creditor wishes to receive acknowledgement of Omni's receipt of a proof of claim, the creditor also must submit to Omni by the applicable Bar Date and concurrently with submitting its original proof of claim: (i) a copy of the original proof of claim; and (ii) a self-addressed, stamped return envelope.

22. Any person or entity who desires to rely on the Schedules will have the responsibility for determining that the claim is accurately listed in the Schedules.

23. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

24. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of claims not subject to the applicable Bar Dates established herein must file proofs of claim or be barred from doing so.

25. Nothing contained herein shall constitute a waiver by the Debtors or any party in interest of (a) any defenses in connection with any claims that are asserted against them; or (b) the right to assert that any claims are barred by applicable statutes of limitations.

26. Nothing contained in the definition of sexual abuse in this Order, or in any Exhibit attached to this Order, creates or confers a right of recovery that does not otherwise exist under applicable non-bankruptcy law, nor does it impair any defense or denial otherwise available under applicable non-bankruptcy law.

27. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: White Plains, New York
February 10, 2012

/s/Robert D. Drain
HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

20-12345-scc Doc 215-1 Filed 12/01/20 Entered 12/01/20 16:34:26 Pleading
Declaration of Karen B. Dine. Esq Pg 514 of 724

11-22820-rdd Doc 244-1 Filed 02/10/12 Entered 02/10/12 16:42:57 Exhibit A -
Bar Date Motion Pg 1 of 2

EXHIBIT A

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: The Christian Brothers' Institute / The Christian Brothers of Ireland, Inc.		Case Number: 11-22820 (RDD)
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent:		
Telephone number:		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ _____ If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____		
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: _____	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	

FOR COURT USE ONLY

20-12345-scc Doc 215-1 Filed 12/01/20 Entered 12/01/20 16:34:26 Pleading
Declaration of Karen B. Dine. Esq Pg 516 of 724

11-22820-rdd Doc 244-2 Filed 02/10/12 Entered 02/10/12 16:42:57 Exhibit B -
Sexual Abuse Proof of Claim Form Pg 1 of 7

EXHIBIT B

THIS SPACE IS FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re: : Chapter 11
: :
THE CHRISTIAN BROTHERS' INSTITUTE, *et al.* : Case No.: 11-22820 (RDD)
: :
Debtors. : (Jointly Administered)
----- X

SEXUAL ABUSE PROOF OF CLAIM

IMPORTANT:
THIS FORM MUST BE RECEIVED NO LATER THAN
AUGUST 1, 2012 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Carefully read the instructions included with this SEXUAL ABUSE PROOF OF CLAIM and complete ALL applicable questions. Please print clearly and use blue or black ink. Send the original, together with two (2) copies, to the designated claims agent, **OMNI MANAGEMENT GROUP** at the following address: Christian Brothers Institute, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB608, Encino, California 91436.

THIS PROOF OF CLAIM IS FOR VICTIMS OF SEXUAL ABUSE ONLY.

For the purposes of this Proof of Claim, **sexual abuse** is defined as any and all acts or omissions that the Debtors may be legally responsible for that in any way arise out of, are based upon, or involve sexual conduct or misconduct, sexual abuse or molestation, indecent assault, indecent battery, rape, lascivious behavior, pedophilia, ephebophilia, or sexually related psychological or emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. It is possible that under applicable law, a person may be sexually abused whether or not this activity involves explicit force, whether or not this activity involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the person.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

TO BE VALID, THIS PROOF OF CLAIM MUST BE SIGNED BY YOU OR YOUR ATTORNEY. IF THE SEXUAL ABUSE VICTIM IS DECEASED OR INCAPACITATED, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE VICTIM'S REPRESENTATIVE OR THE ATTORNEY FOR THE ESTATE. IF THE SEXUAL ABUSE VICTIM IS A MINOR, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE VICTIM'S PARENT OR LEGAL GUARDIAN, OR THE SEXUAL ABUSE VICTIM'S ATTORNEY.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

UNLESS YOU INDICATE OTHERWISE IN PART 1 BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL, AND OUTSIDE THE PUBLIC RECORD. HOWEVER, INFORMATION IN THIS CLAIM WILL BE PROVIDED PURSUANT TO COURT-APPROVED GUIDELINES TO COUNSEL FOR THE COMMITTEE OF UNSECURED CREDITORS, AND TO SUCH OTHER PERSONS AS THE COURT DETERMINES NEED THE INFORMATION IN ORDER TO EVALUATE THE CLAIM.

PART 1: CONFIDENTIALITY

THIS SEXUAL ABUSE PROOF OF CLAIM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS) WILL BE MAINTAINED AS CONFIDENTIAL UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW.

I do not want this Proof of Claim (along with any accompanying exhibits and attachments) to be kept confidential. Please verify this election by signing directly below.

Signature: _____

Print Name: _____

PART 2: IDENTIFYING INFORMATION

A. Sexual Abuse Victim

First Name Middle Initial Last Name Jr/Sr/III

Mailing Address (If party is incapacitated, is a minor or is deceased, please provide the address of the individual submitting the claim. If you are in jail or prison, your current address).

City State/Prov. Zip Code (Postal Code) Country
(if other than U.S.A.)

Telephone No(s):
Home: _____ Work: _____ Cell: _____

Email address: _____

If you are in jail or prison, your identification number: _____

May we leave voicemails for you regarding your claim? Yes No

May we send confidential information to your email: Yes No

Birth Date: _____ Male Female
Month Day Year

Any other name, or names, by which the Sexual Abuse Victim has been known: _____

B. Sexual Abuse Victim’s Attorney, if any. (Do not list counsel for the Debtors or the Official Creditors Committee):

Law Firm Name

Attorney’s First Name Middle Initial Last Name

Street Address

City State/Prov. Zip Code (Postal Code) Country
(if other than U.S.A.)

Telephone No. Fax No. E-mail address

PART 3: NATURE OF COMPLAINT
(Attach additional separate sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE DEBTORS IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT, OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

a. Who committed the acts of sexual abuse or other wrongful conduct?

b. What is the position, title or relationship to you (if known) of the abuser or individual who committed these acts?

c. Where did the sexual abuse or other wrongful conduct take place? Please be specific and complete all relevant information that you know, including the City and State, name of the School (if applicable) and/or the name of any other location.

d. When did the sexual abuse or other wrongful conduct take place?

1. If the sexual abuse or other tortious conduct took place over a period of time (months or years), please state when it started, when it stopped, and how many times it occurred.

2. Please also state your age(s) and your grade(s) in school (if applicable) at the time the abuse or other wrongful conduct took place.

e. What happened (describe what happened):

f. Did you tell anyone about the sexual abuse or other wrongful conduct and, if so, who did you tell and when (this would include parents; relatives; friends; the Christian Brothers; attorneys; counselors; and law enforcement authorities)?

PART 4: IMPACT OF COMPLAINT

(Attach additional separate sheets if necessary)

(If you are uncertain how to respond to this Part 4, you may leave this Part 4 blank, but you will be required to complete this Part 4 within thirty (30) days after a written request is made for the information requested in this Part 4)

1. What injuries have occurred to you because of the act or acts of sexual abuse or other wrongful conduct that resulted in the claim (for example, the effect on your education, employment, personal relationships, health, and any physical injuries)? _____

2. Have you sought counseling or other treatment for your injuries? If so, with whom and when? _____

PART 5: ADDITIONAL INFORMATION

1. Prior Claims: Have you filed any claims in any other bankruptcy case relating to the sexual abuse described in this claim.

Yes No (If "Yes," you are required to attach a copy of any completed claim form.) _____

2. Settlements: Regardless of whether a complaint was ever filed against any party because of the sexual abuse, have you settled any claim relating to the sexual abuse described in this claim?

Yes No (If "Yes," please describe, including parties to the settlement. You are required to attach a copy of any settlement agreement.) _____

3. Bankruptcy. Have you ever filed bankruptcy? Yes No (If "Yes," please provide the following information:

Name of Case: _____ Court: _____

Date filed: _____ Case No. _____

Chapter: 7 11 12 13 Name of Trustee: _____

Date: _____

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Signature: _____

Print Name: _____

Title: _____

20-12345-scc Doc 215-1 Filed 12/01/20 Entered 12/01/20 16:34:26 Pleading
Declaration of Karen B. Dine. Esq Pg 523 of 724

11-22820-rdd Doc 244-3 Filed 02/10/12 Entered 02/10/12 16:42:57 Exhibit C -
Gernal Bar Date Notice Pg 1 of 6

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re: : Chapter 11
: :
THE CHRISTIAN BROTHERS' INSTITUTE, *et al.* : Case No.: 11-22820 (RDD)
: :
Debtors. : (Jointly Administered)
----- X

NOTICE OF BAR DATES FOR FILING OF GENERAL PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE CHRISTIAN BROTHERS' INSTITUTE AND THE CHRISTIAN BROTHERS OF IRELAND, INC.:

PLEASE TAKE NOTICE that on April 28, 2011 (the "Petition Date") The Christian Brothers' Institute ("CBI") and The Christian Brothers of Ireland, Inc. ("CBOI") each a debtor and debtor in possession in the above-captioned cases (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"). The Debtors, their addresses, case numbers, proof of claim forms and other relevant information related to these Chapter 11 cases may be obtained at: www.omnimgt.com/TheChristianBrothers.

PLEASE TAKE FURTHER NOTICE that on February ___, 2012, the Court entered an order (the "Bar Date Order") establishing certain claims bar dates in the Debtors' Chapter 11 cases. By the Bar Date Order, the Court established **May 11, 2012 at 4:00 p.m. (prevailing Eastern Time)**, as the date by which general claims must be filed (the "General Bar Date"). Except as described below, the Bar Date Order requires all Entities, including Governmental Units, that have or assert any prepetition Claims against the Debtors to file proofs of claim with Omni Management Group, the Court-appointed claims and noticing agent in these cases (the "Claims Agent"), so that their proofs of claim are received by the Claims Agent on or before 4:00 p.m. (prevailing Eastern Time) on the applicable bar date set forth herein. Please note that the terms "Entity," "Governmental Unit" and "Claim" are defined below.

PLEASE TAKE FURTHER NOTICE that for your convenience, enclosed with this notice (the "General Creditor Bar Date Notice") is a proof of claim form (the "General Creditor Proof of Claim Form"). If this notice does not include a proof of claim form, a proof of claim form may be obtained from the Claims Agent at: www.omnimgt.com/TheChristianBrothers.

KEY DEFINITIONS

- As used in this Notice, the term “Entity” has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons (individuals, partnerships and corporations), estates, trusts, Governmental Units and the United States Trustee.
- As used in this Notice, the term “Governmental Unit” has the meaning given to it in section 101(27) of the Bankruptcy Code and includes the United States, States, commonwealths, districts, territories, municipalities, foreign states, or departments, agencies or instrumentalities of the foregoing.
- As used in this Notice, the term “Claim” shall mean, as to or against the Debtors and in accordance with section 101(5) of the Bankruptcy Code: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT MUST FILE A PROOF OF CLAIM. A CLAIMANT MAY ALSO OBTAIN INFORMATION FROM THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BY CALLING 1-888-667-4266.

I. WHO MUST FILE A PROOF OF CLAIM AND THE APPLICABLE BAR DATES

- A. **The Bar Dates:** The Bar Date Order establishes the following applicable bar dates for filing proofs of claim in these cases:
1. **The General Bar Date.** Except as set forth below, pursuant to the Bar Date Order, all Entities, including Governmental Units, holding Claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose prior to or on April 28, 2011, are required to file proofs of claim by the General Bar Date – **May 11, 2012 at 4:00 p.m. (prevailing Eastern Time).**
 2. **The Rejection Bar Date.** Any Entity whose Claim arises out of the Court-approved rejection of an executory contract or unexpired lease, in accordance with section 365 of the Bankruptcy Code and pursuant to an order entered prior to the confirmation of a Chapter 11 plan(s) in the Debtors’ Chapter 11 cases, must file a proof of claim on or before the later

of: (i) the General Bar Date; (ii) 4:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after entry of an order approving the rejection of an executory contract or unexpired lease pursuant to which the entity asserting the Rejection Damages Claim is a party. The later of these dates is referred to in this Notice as the "Rejection Bar Date."

B. **Entities that MUST File Proofs of Claims by the General Bar Date:** Subject to the terms described above for holders of Claims subject to the Rejection Bar Date and except as set forth in paragraph "C" below, the following Entities (including Governmental Units) must file proofs of claim on or before the General Bar Date:

1. Any person or entity whose pre-petition claim against the Debtors is not listed in the Debtors' Schedules or whose pre-petition claim is listed in the Schedules but is listed as disputed, contingent or unliquidated and that desires to participate in these cases or share in any distribution in these cases; and
2. Any person or entity that believes that its pre-petition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than that identified in the Schedules.

PLEASE NOTE THAT INDIVIDUALS ASSERTING CLAIMS ARISING FROM SEXUAL ABUSE FOR WHICH SUCH INDIVIDUALS BELIEVE THE CHRISTIAN BROTHERS' INSTITUTE AND/OR THE CHRISTIAN BROTHERS OF IRELAND, INC. MAY BE LIABLE ARE INSTRUCTED TO FILE A SEXUAL ABUSE PROOF OF CLAIM FORM, CONSISTENT WITH THE BAR DATE ORDER AND THE SEXUAL ABUSE BAR DATE NOTICE. CLAIMANTS MAY OBTAIN COPIES OF THESE FORMS FROM THE CLAIMS AGENT, AT THE ADDRESSES SET FORTH HEREIN.

C. **Entities NOT Required to File Proofs of Claim by the General Bar Date:** The Bar Date Order further provides that the following Entities need not file proofs of claim by the General Bar Date or the Rejection Bar Date, as applicable:

1. Any person or entity that has already properly filed a proof of claim against the Debtors with the Clerk of the Court or with the Claims Agent;
2. Any person or entity: (a) whose claim is listed in the Schedules or any amendments thereto, and (b) whose claim is not described therein as "disputed," "contingent," or "unliquidated," and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;
3. Professionals retained by the Debtors or the Committee pursuant to orders of this Court, including Omni, who assert administrative claims for

payment of fees and expenses subject to the Court's approval pursuant to §§ 330, 331, and 503(b) of the Bankruptcy Code;

4. Any person or entity that asserts an administrative expense claim against the Debtors pursuant to §§ 503(b)(1) through (9) of the Bankruptcy Code;
5. Any person or entity whose claim against the Debtors has been allowed by an order of the Court entered on or before the applicable Bar Date; and
6. Any person or entity whose claim has been paid in full.

II. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any Entity that is required to file a proof of claim, but fails to do so by the applicable Bar Date described in this General Bar Date Notice: (i) may NOT be treated as a creditor with respect to such Claim for the purposes of voting on and distribution under any Chapter 11 plan proposed and/or confirmed in these cases; and (ii) may be forever barred, estopped, and enjoined from asserting such Claim against the Debtors (or filing a proof of claim with respect thereto), and the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such Claim.

If it is unclear from the Schedules whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the applicable Bar Date. Any Entity that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein.

RESERVATION OF RIGHTS

The Debtors reserve the right to: (i) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, classification or otherwise; and (ii) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing contained in this Notice shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

PROCEDURE FOR FILING PROOFS OF CLAIM

1. One original proof of claim and one copy must be sent by mail, overnight delivery, courier or hand delivery to Omni Management Group, Christian Brothers Institute, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB608, Encino, California 91436, so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on the applicable General Bar Date. ***Any proof of claim submitted by facsimile or e-mail will not be accepted and will not be deemed filed until the proof of claim is submitted by the method described in the foregoing sentence.*** Proofs of claim will be deemed filed only when actually received by the Claims Agent. If you wish to receive acknowledgement of the Claims Agent's receipt of your proof of claim, you must also

submit by the General Bar Date and concurrently with submitting your original proof of claim: (i) one additional copy of your original proof of claim; and (ii) a self-addressed, stamped return envelope.

2. Proofs of claim must include all documentation required by Bankruptcy Rules 3001(c) and 3001(d), including an original or a copy of any written document that forms the basis of the Claim or, for secured Claims, evidence that the alleged security interest has been perfected.

ADDITIONAL INFORMATION

1. You may be listed as the holder of a Claim against the Debtors in the Schedules. If you hold or assert a Claim that is not listed in the Schedules or if you disagree with the amount or priority of your Claim as listed in the Schedules, or your Claim is listed in the Schedules as contingent, unliquidated, or disputed, you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Clerk of the Court, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. In addition, copies of the Debtors' Schedules and Bar Date Order may be viewed on the Internet at: (i) the Court's website (<http://www.nysb.uscourts.gov>) by following the directions for accessing the ECF system on such website (a PACER password is required); or (ii) the Claims Agent's Debtors-designated website at www.omnimgt.com/TheChristianBrothers
2. Questions concerning the contents of this Notice and requests for proofs of claim should be directed the Debtors' Claims Agent at **1-800-873-4094** between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Eastern Time), Monday through Friday. Please note that the Claims Agent's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.

Dated: February __, 2012

BY ORDER OF THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

20-12345-scc Doc 215-1 Filed 12/01/20 Entered 12/01/20 16:34:26 Pleading
Declaration of Karen B. Dine. Esq Pg 529 of 724

11-22820-rdd Doc 244-4 Filed 02/10/12 Entered 02/10/12 16:42:57 Exhibit D -
Sexual Abuse Bar Date Notice Pg 1 of 5

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
 In re: : Chapter 11
 :
 THE CHRISTIAN BROTHERS' INSTITUTE, *et al.* : Case No.: 11-22820 (RDD)
 :
 Debtors. : (Jointly Administered)
 ----- X

**NOTICE OF DEADLINE FOR FILING CLAIMS
RELATING TO OR ARISING FROM SEXUAL ABUSE**

**TO ALL PERSONS WITH CLAIMS ARISING FROM SEXUAL ABUSE FOR WHICH
THE FOLLOWING MAY BE LIABLE:**

- **THE CHRISTIAN BROTHERS' INSTITUTE**
- **THE CHRISTIAN BROTHERS OF IRELAND, INC.**
- **THE CONGREGATION OF CHRISTIAN BROTHERS**
- **NORTH AMERICAN PROVINCE OF THE CONGREGATION
OF CHRISTIAN BROTHERS**
- **EDMUND RICE CHRISTIAN BROTHERS NORTH AMERICAN PROVINCE**
- **EASTERN PROVINCE OF THE CONGREGATION OF CHRISTIAN BROTHERS**
- **WESTERN PROVINCE OF THE CONGREGATION OF CHRISTIAN BROTHERS**
- **THE CHRISTIAN BROTHERS OF IRELAND IN CANADA**

**AUGUST 1, 2012 AT 4:00 P.M. (PREVAILING EASTERN TIME)
IS THE LAST DATE TO FILE PROOFS OF CLAIM FOR SEXUAL ABUSE**

On April 28, 2011 (the "Petition Date"), The Christian Brothers' Institute ("CBI") and The Christian Brothers of Ireland, Inc. ("CBOI"), each a debtor and debtor-in-possession in the above-captioned cases (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"). The Debtors, their addresses, case numbers, proof of claim forms, and other relevant information related to these Chapter 11 cases may be obtained at: www.omningt.com/TheChristianBrothers. Numerous individuals (each a "Sexual Abuse Victim" and collectively, the "Sexual Abuse Victims") have asserted sexual abuse claims against CBI and/or CBOI, on account of actions of Christian Brothers, agents, employees, teacher or volunteers.¹ Any person who believes that he or she has, or may have, a claim arising from sexual abuse for which the person believes the Debtors may be liable (each a "Sexual Abuse Claim" and collectively, the "Sexual Abuse Claims") should carefully read this notice.

¹ A list of all Brothers affiliated with the Debtors, as well as a listing of all schools and/or institutions in which the Brothers taught, performed ministry or were otherwise affiliated can be viewed at the following website www.omningt.com/TheChristianBrothers.

For the purposes of filing a Sexual Abuse Claim Form, **sexual abuse** is defined as any and all acts or omissions that the Debtors may be legally responsible for that in any way arise out of, are based upon, or involve sexual conduct or misconduct, sexual abuse or molestation, indecent assault, indecent battery, rape, lascivious behavior, pedophilia, ephebophilia, or sexually related psychological or emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. It is possible that under applicable law, a person may be sexually abused whether or not this activity involves explicit force, whether or not this activity involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the person.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER. YOU MAY ALSO OBTAIN INFORMATION FROM THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BY CALLING 1-888-667-4266.

FILING DEADLINE

The United States Bankruptcy Court for the Southern District of New York has entered an order establishing **August 1, 2012 at 4:00 p.m. (prevailing Eastern Time)** as the last date and time (the "Sexual Abuse Bar Date") for each Sexual Abuse Victim to file a proof of claim form (the "Sexual Abuse Proof of Claim Form"). The Sexual Abuse Bar Date and the procedures set forth below for filing proofs of claim apply to all Sexual Abuse Claims against the Debtors, based upon acts of sexual abuse occurring prior to April 28, 2011.

WHO MUST FILE

If you believe that you have a Sexual Abuse Claim, you must file a Sexual Abuse Proof of Claim Form to maintain and/or preserve any claims that you have against the Debtors. Even if you have already filed a lawsuit against the Debtors alleging sexual abuse prior to April 28, 2011, you must still file a Sexual Abuse Proof of Claim Form to maintain and/or preserve your rights in the Debtors' Chapter 11 cases.

WHO SHOULD NOT FILE

You should not file a Sexual Abuse Proof of Claim Form if:

- Your Sexual Abuse Claim has already been paid in full;
- You hold a claim that has been allowed by an order of the Bankruptcy Court on or before the Sexual Abuse Bar Date;
- If you do not have a claim against the Debtors.

WHAT TO FILE

YOU MUST FILE A SEXUAL ABUSE PROOF OF CLAIM FORM, A COPY OF WHICH IS ENCLOSED. YOU MAY ALSO OBTAIN A COPY OF THE SEXUAL ABUSE PROOF OF CLAIM FORM BY FOLLOWING THE INSTRUCTIONS BELOW.

PROCEDURES FOR FILING A SEXUAL ABUSE PROOF OF CLAIM FORM

To file a Sexual Abuse Proof of Claim Form, you must take the following steps:

- Fill out the Sexual Abuse Proof of Claim Form.
- For additional copies of the Sexual Abuse Proof of Claim Form: (a) photocopy the Sexual Abuse Proof of Claim Form; (b) contact the Debtors' Claims Agent between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Eastern Time), Monday through Friday, at **1-800-873-4094**, or (c) visit the Claims Agent's website at: www.omnimgt.com/TheChristianBrothers.
- **Please note that the Claims Agent's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.**
- **Do not file or mail the Sexual Abuse Proof of Claim Form with or to the Court. Instead, all Sexual Abuse Proof of Claim Forms should be sent to the Claims Agent at the address set forth below.**
- Return the completed Sexual Abuse Proof of Claim Form to the Claims Agent at the address set forth below by no later than **August 1, 2012 at 4:00 p.m. (prevailing Eastern Time)**. Sexual Abuse Proof of Claim Forms will be deemed timely filed only when they are **actually received** by the Claims Agent by **August 1, 2012 at 4:00 p.m. (prevailing Eastern Time)**.
- **Please note that a Sexual Abuse Proof of Claim Form submitted by facsimile, telecopy or electronic mail transmission will not be accepted and will not be deemed filed.** If you are returning a Sexual Abuse Proof of Claim Form by mail, allow sufficient mailing time so that the Sexual Abuse Proof of Claim Form is received on or before **August 1, 2012 at 4:00 p.m. (prevailing Eastern Time)**. Sexual Abuse Proof of Claim Forms that are postmarked before that date, *i.e.*, the Sexual Abuse Bar Date, but which are received by the Claims Agent after the Sexual Abuse Bar Date, will be considered late.
- If a Sexual Abuse Victim returns a Sexual Abuse Proof of Claim Form in person, by overnight mail or by courier service, the Sexual Abuse Proof of Claim Form should be delivered to the following address, between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Eastern Time), Monday through Friday:

Omni Management Group, LLC
16161 Ventura Boulevard, Suite C
Encino, California 91436

- If a Sexual Abuse Victim returns a Sexual Abuse Proof of Claim Form by mail, the Sexual Abuse Proof of Claim Form should be mailed with sufficient lead time so that that the form is received before the Sexual Abuse Bar Date at the following address between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Eastern Time), Monday through Friday:

Christian Brothers Institute
c/o Omni Management Group, LLC
16161 Ventura Boulevard, Suite C
PMB608
Encino, California 91436

CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM

The deadline for filing a Sexual Abuse Proof of Claim Form is **August 1, 2012 at 4:00 p.m.** (prevailing Eastern Time). Any person who has a Sexual Abuse Claim and does not file a Sexual Abuse Claim by that date may **not** be treated as a creditor for voting or distribution purposes under any plan of reorganization and such claim will be subject to discharge. Failure to file a Sexual Abuse Claim may prevent such person from voting on any plan of reorganization in these cases. Further, if such Sexual Abuse Claim is discharged, the Sexual Abuse Victim may be forever barred and prevented from asserting his or her Sexual Abuse Claim against the Debtors or their property, and may not receive any payment or distribution in connection with such Sexual Abuse Claim.

CONFIDENTIALITY

Pursuant to the Bar Date Order, filed Sexual Abuse Proofs of Claim Forms will remain confidential in these bankruptcy cases, unless you elect otherwise in Part 1 of the Sexual Abuse Proof of Claim Form. Therefore, the Sexual Abuse Proof of Claim Form that you file will not be available to the general public, but will be kept confidential, except that information will be provided to the Debtors, the Debtors' attorneys, the United States Trustee's Office for the Southern District of New York, the Debtors' insurers, attorneys for the official committee of unsecured creditors and its members, any future claims representative appointed under a plan of reorganization, any settlement trustee appointed to administer payments to Sexual Abuse Victims, prison authorities for incarcerated Sexual Abuse Victims and such other persons as the Court determines should have the information in order to evaluate the Sexual Abuse Claim, all of whom will agree to keep the information provided by you confidential.

Dated: White Plains, New York
February __, 2012

BY ORDER OF THE COURT

20-12345-scc Doc 215-1 Filed 12/01/20 Entered 12/01/20 16:34:26 Pleading
Declaration of Karen B. Dine. Esq Pg 534 of 724

11-22820-rdd Doc 244-5 Filed 02/10/12 Entered 02/10/12 16:42:57 Exhibit E -
Publication Notice Pg 1 of 2

EXHIBIT E

BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re: The Christian Brothers' Institute
and The Christian Brothers of Ireland, Inc.
Case No. 11-22820 (RDD)
(Jointly Administered)

On April 28, 2011, The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc. (collectively, the "Debtors") filed for protection under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). You may know the Debtors by the names listed below.

YOU MAY HAVE A SEXUAL ABUSE CLAIM AGAINST:

- **THE CHRISTIAN BROTHERS' INSTITUTE**
- **THE CHRISTIAN BROTHERS OF IRELAND, INC.**
- **THE CONGREGATION OF CHRISTIAN BROTHERS**
 - **NORTH AMERICAN PROVINCE OF THE CONGREGATION OF CHRISTIAN BROTHERS**
- **EDMUND RICE CHRISTIAN BROTHERS NORTH AMERICAN PROVINCE**
- **EASTERN PROVINCE OF THE CONGREGATION OF CHRISTIAN BROTHERS**
- **WESTERN PROVINCE OF THE CONGREGATION OF CHRISTIAN BROTHERS**
- **THE CHRISTIAN BROTHERS OF IRELAND IN CANADA**

IF YOU WERE SEXUALLY ABUSED BY ANY BROTHER OF THE DEBTORS OR ANY OTHER PERSON CONNECTED WITH THE DEBTORS AND WISH TO FILE A CLAIM AGAINST THE DEBTORS, YOU MUST FILE A CLAIM BY AUGUST 1, 2012 AT 4:00 P.M. (PREVAILING EASTERN TIME).

For more information, including (i) a complete list of all Brothers affiliated with the Debtors; (ii) a listing of schools and/or other institutions at which the Debtors' Brothers taught, performed ministry, or were otherwise affiliated with; or (iii) on how to obtain and file a proof of claim form and associated documents, please (a) visit the Claims Agent's designated website at www.omnimgt.com/TheChristianBrothers; (b) call the Claims Agent at **1-800-873-4094**; (c) write to the Claims Agent at Omni Management Group, 16161 Ventura Boulevard, Suite C, PMB608, Encino, California 91436; or (d) call the Official Committee Of Unsecured Creditors appointed in these cases at **1-888-667-4266**.

EXHIBIT 16

1 STEVEN H. FELDERSTEIN, State Bar No. 056978
PAUL J. PASCUZZI, State Bar No. 148810
2 JENNIFER E. NIEMANN, State Bar No. 142151
FELDERSTEIN FITZGERALD
3 WILLOUGHBY & PASCUZZI LLP
400 Capitol Mall, Suite 1750
4 Sacramento, CA 95814
Telephone: (916) 329-7400
5 Facsimile: (916) 329-7435
sfelderstein@ffwplaw.com
6 ppascuzzi@ffwplaw.com
jniemann@ffwplaw.com
7
8 Attorneys for The Roman Catholic Bishop of Stockton, a
corporation sole

9
10 UNITED STATES BANKRUPTCY COURT
11 EASTERN DISTRICT OF CALIFORNIA
12 SACRAMENTO DIVISION

13 In re:	CASE NO. 14-20371-C-11
14 THE ROMAN CATHOLIC	DCN: FWP-10
15 BISHOP OF STOCKTON, a	Date: May 1, 2014
16 California corporation sole,	Time: 10:00 a.m.
17 Debtor-In-	Courtroom: 35
Possession.	501 I Street, 6th Floor
	Sacramento, CA

18 **ORDER: (1) FIXING TIME FOR FILING PROOFS OF CLAIM; (2) APPROVING**
19 **CLAIM FORMS; AND (3) APPROVING MANNER AND FORM OF NOTICE**

20 The motion of The Roman Catholic Bishop of Stockton, the Debtor and Debtor in
21 Possession herein (the "Debtor"), seeking entry of an order, pursuant to sections 502 and 503 of
22 title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3003 and 9008 of the
23 Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 3003-1 of the Local
24 Rules of Practice for the United States Bankruptcy Court, Eastern District of California (the
25 "Local Rules") establishing bar dates for filing proofs of claim and approving the form and
26 manner of notice thereof (the "Motion"),¹ came on for hearing on May 1, 2014, at 10:00 a.m., in

27
28 ¹ All capitalized terms used but otherwise not defined herein shall have the meanings set forth in
the Motion.

RECEIVED

May 07, 2014

CLERK, U. S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
0005199282

1 Courtroom 35 of the United States Bankruptcy Court for the Eastern District of California. The
2 Debtor appeared through its counsel, Paul J. Pascuzzi. Other appearances were noted on the
3 record. The Court finding that notice was adequate under the circumstances and that good cause
4 exists therefor,

5 IT IS HEREBY ORDERED as follows:

6 1. The Motion is granted, as modified.

7 2. The General Proof of Claim Form, the Sexual Abuse Proof of Claim Form, the
8 General Bar Date Notice, the Abuse Claim Bar Date Notice and the Publication Notice,
9 substantially in the forms attached hereto as Exhibits A, B, C, D, and E, respectively, and the
10 manner of providing notice of the Bar Dates proposed in the Motion, are approved in all respects
11 pursuant to Bankruptcy Rules 2002, 3003 and 9008 and Local Rule 3003-1. The form and
12 manner of notice of the Bar Dates approved herein are deemed to fulfill the notice requirements
13 of the Bankruptcy Rules and the Local Rules, and notice of the Bar Dates in the form and manner
14 as proposed by the Debtor herein is fair and reasonable and will provide good, sufficient, and due
15 notice to all creditors and interest holders of their rights and obligations in connection with claims
16 they may assert against the Debtor's estate in this chapter 11 case. Accordingly, the Debtor is
17 authorized to serve and/or publish the Bar Date Notice Packages in the manner described herein.

18 3. Except as provided in paragraph 6 of this Order, any entity holding a prepetition
19 claim against the Debtor must file a proof of claim in accordance with the procedures described
20 herein on or before May 22, 2014 (the "General Bar Date"). The General Bar Date shall be
21 identified in the General Bar Date Notice. Except as provided in paragraph 6 of this Order, the
22 General Bar Date applies to all entities (other than governmental units and Sexual Abuse
23 Claimants (defined below)) holding claims, including section 503(b)(9) claims, against the Debtor
24 (whether secured, unsecured priority or unsecured nonpriority) that arose prior to or on the
25 Petition Date.

26 4. Except as provided in paragraph 6 of this Order, in accordance with section
27 502(b)(9) of the Bankruptcy Code, any governmental unit holding a prepetition claim against the
28 Debtor must file a proof of claim in accordance with the procedures described herein on or before

1 July 14, 2014 (the “Governmental Bar Date”). The Governmental Bar Date shall be identified in
2 the General Bar Date Notice. Except as provided in paragraph 6 of this Order, the Governmental
3 Bar Date applies to all governmental units holding claims against the Debtor (whether secured,
4 unsecured priority, or unsecured nonpriority) that arose prior to or on the Petition Date, including
5 governmental units holding claims against the Debtor for unpaid taxes, whether such claims arise
6 from prepetition tax years or periods or prepetition transactions to which the Debtor was a party.

7 5. Except as provided in paragraph 6 of this Order, any entity holding a prepetition
8 claim arising from Sexual Abuse (defined below) for which the individual believes the Debtor
9 may be liable, must file a proof of claim in accordance with the procedures described herein on or
10 before 4:00 p.m. (prevailing Pacific Time) on August 15, 2014 (the “Abuse Claim Bar Date”).
11 The Abuse Claim Bar Date shall be identified in the Abuse Claim Bar Date Notice and the
12 Publication Notice. For purposes of this Order:

13 (a) “Sexual Abuse” means: sexual conduct/touching or misconduct, sexual
14 abuse, sexual misconduct or molestation, indecent assault and/or battery, rape, lascivious
15 behavior, undue familiarity, pedophilia, ephebophilia, or sexually related psychological or
16 emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a
17 non-consenting adult and another adult. “Sexually Abused” has a correlative meaning. A child
18 or non-consenting adult may be Sexually Abused whether or not this activity involves explicit
19 force, whether or not this activity involves genital or other physical contact and whether or not
20 there is physical, psychological or emotional harm to the child or non-consenting adult.

21 (b) A “Sexual Abuse Claim” is a claim for any or all acts or omissions for
22 which the Debtor may be legally responsible that in any way arise out of, are based upon, or
23 involve Sexual Abuse.

24 (c) A “Sexual Abuse Claimant” is a person who asserts a Sexual Abuse
25 Claim.

26 6. The following entities whose claims otherwise would be subject to the Bar Dates
27 shall not be required to file proofs of claim in this chapter 11 case:

28 (a) Any person or entity that has already properly filed a proof of claim against

1 the Debtor with the Clerk of the Court for the United States Bankruptcy
2 Court for the Eastern District of California;

3 (b) Any person or entity: (i) whose claim is listed in the Schedules or any
4 amendments thereto, and (ii) whose claim is not described therein as
5 “disputed,” “contingent,” or “unliquidated,” and (iii) which does not
6 dispute the amount or classification of its claim as set forth in the
7 Schedules;

8 (c) Professionals retained pursuant to orders of this Court who assert
9 administrative claims for payment of fees and expenses subject to the
10 Court’s approval pursuant to sections 330, 331(a) and 503(b) of the
11 Bankruptcy Code;

12 (d) Any person or entity that asserts an administrative expense claim against
13 the Debtor pursuant to sections 503(b)(1) through (8) of the Bankruptcy
14 Code; and

15 (e) Any person or entity whose claim has been paid in full.

16 7. The Debtor shall retain the right to: (i) dispute, or assert offsets or defenses
17 against, any filed claim or any claim listed or reflected in the Schedules as to nature, amount,
18 liability, classification or otherwise; and (ii) subsequently designate any claim as disputed,
19 contingent or unliquidated.

20 8. Subject to the provisions of paragraph 6 of this Order, the following entities must
21 file a proof of claim on or before the applicable Bar Date:

22 (a) Any entity or person whose prepetition claim against the Debtor is not
23 listed in the Debtor’s Schedules or whose prepetition claim is listed in the
24 Schedules but is listed as disputed, contingent or unliquidated and that
25 desires to participate in this chapter 11 case or share in any distribution in
26 this chapter 11 case;

27 (b) Any entity or person that believes that its prepetition claim is improperly
28 classified in the Schedules or is listed in an incorrect amount and that
desires to have its claim allowed in a classification or amount other than
that identified in the Schedules; and

(c) Any person who believes that he or she has or may have a Sexual Abuse
Claim for which the person believes the Debtor may be liable.

9. Pursuant to Bankruptcy Rule 3003(c)(2), **any entity that is required to file a
proof of claim in this chapter 11 case pursuant to the Bankruptcy Code, the Bankruptcy
Rules or this Order with respect to a particular claim against the Debtor, but that fails to do
so by the applicable Bar Date, may NOT be treated as a creditor with respect to such claim
for the purposes of voting on and distribution under any chapter 11 plan proposed and/or**

1 **confirmed in this case.**

2 10. Within three (3) business days of the entry of the order approving the Motion
3 (the “Bar Date Order”), the Debtor shall serve by United States mail, first-class postage
4 prepaid upon: (a) all known entities holding potential prepetition claims against the Debtor,
5 and their counsel (if known); (b) all parties that have requested special notice in this case; and
6 (c) the United States Trustee the following documents: (i) notice of the General Bar Date and
7 the Governmental Bar Date substantially in the form attached as Exhibit C to this Bar Date
8 Order and incorporated herein by reference (the “General Bar Date Notice”); and (ii) a copy of
9 a proof of claim form (“General Proof of Claim Form” and, together with the Sexual Abuse
10 Proof of Claim form, the “Proof of Claim Forms”) modified to advise claimants clearly that
11 the General Proof of Claim Form should be used by claimants asserting claims other than
12 Sexual Abuse Claims. A copy of the General Proof of Claim Form is attached as Exhibit A to
13 this Bar Date Order.

14 11. Within three (3) business days of the entry of the Bar Date Order, the Debtor
15 shall serve by United States mail, first-class postage prepaid: (i) notice of the Abuse Claim
16 Bar Date substantially in the form attached as Exhibit D to this Bar Date Order (the “Abuse
17 Claim Bar Date Notice”); and (ii) a copy of the Sexual Abuse Proof of Claim Form upon all
18 known Sexual Abuse Claimants and their counsel (if known). A copy of the Sexual Abuse
19 Proof of Claim Form is attached as Exhibit B to this Bar Date Order. In addition, the Debtor
20 shall mail a copy of the Abuse Claim Bar Date Notice to each household on the current
21 mailing list of each parish as well as to the alumni list for any parish schools which permit the
22 Debtor to mail that notice to their alumni.

23 12. The Debtor also shall make the Abuse Claim Bar Date Notice and the General
24 Claim Bar Date Notice available to the public in the following manner:

25 (a) The Debtor shall post on the home page of the Diocese of Stockton’s
26 website a copy of the General Bar Date Notice and General Proof of Claim as well as a copy
27 of the Abuse Claim Bar Date Notice and the Sexual Abuse Proof of Claim. The Debtor shall
28 also attempt to post the Abuse Claim Bar Date Notice on the website of the Survivors

1 Network of those Abused by Priests and any other websites for victim advocacy groups that
2 will allow the Diocese to publish the Abuse Claim Bar Date Notice.

3 (b) The Debtor shall cause a copy of the notice attached as Exhibit E to this
4 Bar Date Order (the "Publication Notice"), no smaller than a 1/8 page advertisement in each
5 newspaper listed in (i) through (iv) below, to be published as follows:

6 (i) Once in English in the national edition of *USA Today*, on the first
7 available date after entry of the Bar Date Order;

8 (ii) Twice each, in English, in the following daily newspapers: *Fresno Bee*;
9 *Lodi News-Sentinel*; *Los Angeles Times*; *Manteca Bulletin*; *Modesto Bee*;
10 *Sacramento Bee*; *San Francisco Chronicle*; *San Jose Mercury News*;
11 *Sonora Union Democrat*; *Stockton Record*; and *Tracy Press*, first on the
12 first available date after entry of the Bar Date Order and second, one
13 month prior to the expiration of the Abuse Claim Bar Date;

14 (iii) Twice each, in English, in the following bi-weekly or weekly
15 newspapers: *Calaveras Enterprise*; *Ceres Courier*; *Linden Herald*;
16 *Mammoth Times*; *Oakdale Leader*; *Patterson Irrigator*; *Ripon Record*;
17 *Riverbank News*; *Turlock Journal*; *Valley Springs News* and *West Side*
18 *Index*, first on the first available date after entry of the Bar Date Order
19 and second, one month prior to the expiration of the Abuse Claim Bar
20 Date; and

21 (iv) Twice each, in Spanish, in the *Vida en el Valle* in Stockton, Modesto,
22 Fresno, Sacramento and Merced, first on the first available date after
23 entry of the Bar Date Order and second, one month prior to the
24 expiration of the Abuse Claim Bar Date.

25 13. In addition, the Debtor shall provide further notice of the Bar Dates by taking the
26 following measures:

27 (i) The Debtor shall cause an announcement to be placed bi-weekly from
28 the first available date after entry of the Bar Date Order until the Abuse
Claim Bar Date in the bulletins produced by the Parishes and missions
located within the geographic territory of the Diocese, in the language in
which the Mass is conducted (English, Spanish, Portuguese, Vietnamese
or Laotian).

(ii) The Debtor shall request each Parish and mission to post in a prominent
location a flyer announcing the Abuse Claim Bar Date for at least six
weeks prior to the Abuse Claim Bar Date.

(iii) The Debtor shall issue a nationwide press release through Business Wire,
or some other service, as soon as possible after the entry of the Bar Date
Order.

14. All Sexual Abuse Proof of Claim Forms shall be treated as confidential and

1 maintained under seal, unless the claimant submitting the Sexual Abuse Proof of Claim Form
2 elects otherwise in Part 1 thereof. Only the Debtor, counsel to the Debtor, counsel to the
3 Committee and upon request, the United States Trustee and the following parties and any
4 additional parties the Committee approves shall have access to the filed Sexual Abuse Proofs of
5 Claim, but only after each party agrees to keep the information provided in the Sexual Abuse
6 Proof of Claim Forms confidential:

7 (a) Insurance companies that provided insurance that may cover the claims
8 described in the Sexual Abuse Proof of Claim Forms.

9 (b) Any future claims representative appointed under a plan of reorganization
10 or by the Court.

11 (c) The court appointed mediator, or any special arbitrator/claims reviewer
12 appointed to review and resolve the claims of Sexual Abuse Claimants.

13 (d) Any settlement trustee appointed to administer payments to Sexual Abuse
14 Claimants.

15 (e) Members of the Committee and their personal counsel (after the Sexual
16 Abuse Proof of Claim Form has been redacted to not disclose the Sexual Abuse Claimant's name,
17 address and any other information identified in Part 2(A) of the Sexual Abuse Proof of Claim
18 Form).

19 (f) Such other persons as the Court determines should have the information in
20 order to evaluate Sexual Abuse Claims.

21 15. For any proof of claim to be validly and properly filed, a signed original and two
22 copies of the completed proof of claim, together with any accompanying documentation required
23 by Bankruptcy Rules 3001(c) and 3001(d), must be delivered to the Court at the address
24 identified on the applicable Bar Date Notice so as to be received by the date (and time for the
25 Abuse Claim Bar Date only) as stated on the applicable Bar Date Notice. Proofs of claim may be
26 submitted in person or by courier service, hand delivery or U.S. Mail. Proofs of claim submitted
27 by facsimile or e-mail shall not be accepted. Proofs of claim shall be deemed filed when actually
28 received by the Court by the applicable Bar Date. If a creditor wishes to receive

1 acknowledgement of the Court's receipt of a proof of claim, the creditor also must submit to the
2 Court by the applicable Bar Date and concurrently with submitting its original proof of claim:
3 (i) a third copy of the original proof of claim; and (ii) a self-addressed, stamped return envelope.

4 16. The Debtor is authorized and empowered to take all actions necessary to
5 implement the relief granted in this Order.

6 17. Nothing contained herein shall constitute a waiver by the Debtor of (a) any
7 defenses in connection with any General Claims or Sexual Abuse Claims that are asserted against
8 the Debtor, or (b) the right to assert that any General Claims or Sexual Abuse Claims are barred
9 by applicable statutes of limitations.

10 18. This Order is without prejudice to any request by the Debtor, Committee or future
11 claims representative to modify the Abuse Claim Bar Date.

12 19. Pursuant to Fed. R. Bankr. Proc. 3002(c)(4), any claim arising from the rejection
13 of an executory contract or unexpired lease of the Debtor shall be filed within 30 days after such
14 rejection.

15 20. This Court shall retain jurisdiction over any and all matters arising from or relating
16 to the implementation or interpretation of this Order.

17 APPROVED AS TO FORM.

18 PACHULSKI STANG ZIEHL & JONES, LLP

19 /s/ Robert B. Orgel
20 ROBERT B. ORGEL
21 Attorneys for the Official Committee
22 of Unsecured Creditors

23
24 Dated: May 08, 2014


25
26
27 
28 United States Bankruptcy Judge

EXHIBIT A

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT		Eastern District of California	PROOF OF CLAIM
Name of Debtor: THE ROMAN CATHOLIC BISHOP OF STOCKTON, a California corporation sole		Case Number: 14-20371-C-11	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property):			COURT USE ONLY
Name and address where notices should be sent:			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number:	email:		
Name and address where payment should be sent (if different from above):			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number:	email:		
1. Amount of Claim as of Date Case Filed: \$ _____ If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: _____ (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: _____

Title: _____

Company: _____

Address and telephone number (if different from notice address above): _____

(Signature)

(Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

EXHIBIT B

THIS SPACE IS FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:

THE ROMAN CATHOLIC BISHOP
OF STOCKTON, a California
corporation sole,

Debtor-In-
Possession.

CASE NO. 14-20371-C-11

Chapter 11

**SEXUAL ABUSE
PROOF OF CLAIM FORM**

IMPORTANT:
THIS FORM MUST BE RECEIVED NO LATER THAN
AUGUST 15, 2014 AT 4:00 P.M. (PREVAILING PACIFIC TIME)

1. Carefully read the instructions included with this SEXUAL ABUSE PROOF OF CLAIM FORM and complete ALL applicable questions. Please print clearly and use blue or black ink. Send the *original together with two copies* to:

U.S. Bankruptcy Court
Attn: Diocese of Stockton Confidential Claim
501 I Street, Suite 3-200
Sacramento, CA 95814.

2. **YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER BEFORE COMPLETING THIS FORM.**
3. **TO BE VALID, THE PROOF OF CLAIM MUST BE SIGNED BY YOU OR YOUR ATTORNEY.** If the Sexual Abuse Claimant is deceased or incapacitated, the form may be signed by the Sexual Abuse Claimant's representative or the attorney for the decedent's estate. If the Sexual Abuse Claimant is a minor, the form may be signed by the Sexual Abuse Claimant's parent or legal guardian or the Sexual Abuse Claimant's attorney.
4. **THIS PROOF OF CLAIM IS FOR VICTIMS OF SEXUAL ABUSE ONLY.**

For purposes of filing a Sexual Abuse Claim:

- a. "Sexual Abuse" means: sexual conduct/touching or misconduct, sexual abuse, sexual misconduct or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually related psychological or emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. "Sexually Abused" has a correlative meaning. A child or non-consenting adult may be Sexually Abused whether or not this activity involves explicit force, whether or not this activity involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the child or non-consenting adult.
- b. A "Sexual Abuse Claim" is a claim for any or all acts or omissions for which the Debtor may be legally responsible that in any way arise out of, are based upon, or involve Sexual Abuse.
- c. A "Sexual Abuse Claimant" is a person who asserts a Sexual Abuse Claim.

5. If you have questions about the debtor's bankruptcy case or procedures with respect to this form, you may contact counsel for the Official Committee of Unsecured Creditors by calling, toll free (888) 570-6217 or you may contact counsel to The Roman Catholic Bishop of Stockton at (916) 329-7400.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 and 3571.

UNLESS YOU INDICATE OTHERWISE IN PART 1 BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL AND OUTSIDE THE PUBLIC RECORD BY THE UNITED STATES BANKRUPTCY COURT, EXCEPT THAT THIS CLAIM WILL BE PROVIDED, PURSUANT TO COURT-APPROVED GUIDELINES, TO THE ROMAN CATHOLIC BISHOP OF STOCKTON, COUNSEL FOR THE ROMAN CATHOLIC BISHOP OF STOCKTON, COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND TO CERTAIN OTHER PERSONS THAT THE COURT HAS DETERMINED OR DETERMINES SHOULD HAVE THE INFORMATION IN ORDER TO EVALUATE SEXUAL ABUSE CLAIMS.

PART 1. CONFIDENTIALITY

THIS SEXUAL ABUSE PROOF OF CLAIM FORM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS) WILL BE MAINTAINED AS CONFIDENTIAL UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW.

IF YOU DO NOT CHECK THIS BOX, YOUR INFORMATION WILL BE KEPT CONFIDENTIAL.

I **do not want** this Proof of Claim Form (along with any accompanying exhibits and attachments) to be kept confidential. Please verify this election by signing directly below.

Signature: _____

Print Name: _____

PART 2. IDENTIFYING INFORMATION

A. Claimant

First Name Middle Initial Last Name Jr/Sr/III

Mailing Address: (If party is incapacitated, is a minor or is deceased, please provide the address of the individual submitting the claim. If you are in jail or prison, provide your current address.)

City State Zip Code Country (if other than USA)

Telephone Nos.

Home: _____ Work: _____ Cell: _____

Email address: _____

May we leave voicemails regarding your claim? yes no

May we send confidential information to your email? yes no

Birth Date: _____ Male Female
Month Day Year

Any other names by which the Claimant has been known: _____

Social Security Number: _____

Prison Number (if currently incarcerated): _____

B. Claimant's Attorney (if any)

Law Firm Name

Attorney's First Name Middle Initial Last Name Jr/Sr/III

Street Address

City State Zip Code Country (if other than USA)

Telephone: _____ Fax: _____ Email address: _____

PART 3: NATURE OF THE SEXUAL ABUSE
(Attach additional sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE ROMAN CATHOLIC BISHOP OF STOCKTON IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT, OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

a. Who committed the acts of Sexual Abuse or other wrongful conduct?

b. What was the abuser's position, title, or relationship to you (if you know)? (For example, was he or she your parish priest, teacher, coach, etc.?) _____

c. Where did the Sexual Abuse or other wrongful conduct take place? Please be specific. Include everything you can remember, including the city, state, church, school, and/or parish where the Sexual Abuse occurred. _____

d. When did the Sexual Abuse or other wrongful conduct take place?

1. If the Sexual Abuse or other wrongful conduct took place over a period of time (months or years), please state when it started, when it stopped, and how many times it occurred.

2. Please also state your age(s) and your grade(s) in school at the time the Sexual Abuse or other wrongful conduct took place.

e. Please describe what happened to you.

f. Did you tell anyone about the Sexual Abuse or other wrongful conduct? (You might have told your parents, relatives, a friend, the Diocese, your parish priest, a teacher, your doctor, a coach, an attorney, a counselor, a police officer or other law enforcement authorities, or someone else). If you did tell someone, please write down who you told and when you told them.

g. Did you ever write a letter to or contact the Diocese, your parish, your school, or anyone else about the Sexual Abuse? If so, and you have copies of any correspondence; please attach copies of the correspondence.

h. Are you aware of anyone else Sexually Abused by the abuser? Yes No

If "Yes", please provide the name(s) of those individuals

PART 4: IMPACT OF SEXUAL ABUSE

(attach additional sheets if necessary)

If you are uncertain how to respond to this Part 4, you may leave this Part 4 blank, but you may be required to complete this Part 4 after a written request is made for the information in this Part 4

1. How did the Sexual Abuse affect you? Specifically, have you sustained any injuries because of the Sexual Abuse? (For example, did the Sexual Abuse negatively affect your education, employment, personal relationships, or health? Did it cause you emotional, physical, or psychological injuries?) If so, please describe those injuries.

2. Have you sought counseling or other treatment for your injuries? If so, with whom and when? _____

PART 5. ADDITIONAL INFORMATION

1. Settlements: Have you ever agreed to settle the Sexual Abuse claim that is described in this proof of claim (whether or not you filed a lawsuit)?

Yes No

If "Yes", please describe the settlement (the amount that was or will be paid to you, when and how it was or will be paid, the date of the settlement, and the parties to the agreement). Please attach a copy of the settlement agreement if you have one.

2. Bankruptcy: Have you ever filed bankruptcy? Yes No

If "Yes", please provide the following information:

Name of Case: _____ Court: _____

Date Filed: _____ Case No.: _____

Chapter: 7 11 12 13 Name of Trustee: _____

Date: _____

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT C

1 STEVEN H. FELDERSTEIN, State Bar No. 056978
PAUL J. PASCUZZI, State Bar No. 148810
2 JENNIFER E. NIEMANN, State Bar No. 142151
FELDERSTEIN FITZGERALD
3 WILLOUGHBY & PASCUZZI LLP
400 Capitol Mall, Suite 1750
4 Sacramento, CA 95814
Telephone: (916) 329-7400
5 Facsimile: (916) 329-7435
sfelderstein@ffwplaw.com
6 ppascuzzi@ffwplaw.com
jniemann@ffwplaw.com
7
8 Attorneys for The Roman Catholic Bishop of Stockton, a
corporation sole

9 UNITED STATES BANKRUPTCY COURT
10 EASTERN DISTRICT OF CALIFORNIA
11 SACRAMENTO DIVISION

12 In re: CASE NO. 14-20371-C-11
13 THE ROMAN CATHOLIC
14 BISHOP OF STOCKTON, a
California corporation sole,
15 Debtor-In-
16 Possession.

17 **NOTICE OF DEADLINES FOR FILING GENERAL**
18 **PROOFS OF CLAIM AND GOVERNMENTAL PROOFS OF CLAIM**

19 TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE ROMAN CATHOLIC
BISHOP OF STOCKTON *aka* THE DIOCESE OF STOCKTON:

20 PLEASE TAKE NOTICE that on January 15, 2014 (the "Petition Date"), The Roman
21 Catholic Bishop of Stockton (the "Debtor"), the debtor and debtor-in-possession in the above-
22 captioned bankruptcy case, filed a voluntary petition for relief under chapter 11 of Title 11 of the
23 United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the
24 Eastern District of California (the "Court"). The Debtor, its address, case number, proof of claim
25 forms, and other relevant information related to this chapter 11 case may be obtained at:
26 **www.kccllc.net/stocktondiocese**.

27 PLEASE TAKE FURTHER NOTICE that on May __, 2014, the United States
28 Bankruptcy Court for the Eastern District of California (the "Court") entered an order (the "Bar

1 Date Order”)¹ establishing certain deadlines to file claims in the Debtor’s chapter 11 case. By the
2 Bar Date Order, the Court established **May 22, 2014** as the date by which general unsecured
3 Claims must be filed, other than Sexual Abuse Claims or Claims of Governmental Units (the
4 “General Bar Date”). By the Bar Date Order, the Court also established **July 14, 2014** as the date
5 by which Governmental Unit Claims must be filed (the “Governmental Bar Date”). Except as
6 described below, the Bar Date Order requires all Entities, other than Governmental Units, that
7 have or assert any prepetition Claims against the Debtor to file proofs of claim with the Court so
8 that their proofs of claim are received by the Court on the applicable bar date set forth herein.
9 Please note that the terms “Entity”, “Governmental Unit”, “Sexual Abuse Claim,” and “Claim”
10 are defined below or in the Bar Date Order.

11 **The General Bar Date and the Governmental Bar Date do not apply**
12 **to anyone who may assert a Sexual Abuse Claim (as defined in the**
13 **Bar Date Order) against the Debtor. If you need a copy of the notice**
14 **as to deadlines established under the Bar Date Order for Sexual**
15 **Abuse Claims or have questions about the procedure for asserting**
16 **such a Claim, please see “Sexual Abuse Claims” below.**

17 PLEASE TAKE FURTHER NOTICE that for your convenience, enclosed with this notice
18 (the “General Bar Date Notice”) is a proof of claim form (the “General Proof of Claim Form”). If
19 this notice does not include a proof of claim form, a proof of claim form may be obtained from
20 counsel for the Debtor (Felderstein Fitzgerald Willoughby & Pascuzzi LLP) at (916) 329-7400
21 or www.ffwplaw.com or the Claims Agent at www.kccllc.net/stocktondiocese.

22 KEY DEFINITIONS

- 23 • As used in this Notice, the term “Entity” has the meaning given to it in section 101(15) of
24 the Bankruptcy Code, and includes all persons (individuals, partnerships, and
25 corporations), estates, trusts, Governmental Units, and the United States Trustee.
- 26 • As used in this Notice, the term “Governmental Unit” has the meaning given to it in
27 section 101(27) of the Bankruptcy Code and includes the United States; states;
28 commonwealths; districts; territories; municipalities; foreign states; or departments,

¹ Capitalized terms used but not defined herein shall have the meanings and definitions ascribed to them in the Bar Date Order.

1 agencies or instrumentalities of the foregoing.

- 2 • As used in this Notice, the term “Claim” shall mean, as to or against the Debtor and in
3 accordance with section 101(5) of the Bankruptcy Code: (i) any right to payment,
4 whether or not such right is reduced to judgment, liquidated, unliquidated, fixed,
5 contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or
6 unsecured; or (ii) any right to an equitable remedy for breach of performance if such
7 breach gives rise to a right to payment, whether or not such right to an equitable remedy is
8 reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
9 equitable, secured or unsecured
- 10 • As used in this Notice, the term “Sexual Abuse” means: sexual conduct/touching or
11 misconduct, sexual abuse, sexual misconduct or molestation, indecent assault and/or
12 battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually
13 related psychological or emotional harm or contacts or interactions of a sexual nature
14 between a child and an adult, or a non-consenting adult and another adult. “Sexually
15 Abused” has a correlative meaning. A child or non-consenting adult may be Sexually
16 Abused whether or not this activity involves explicit force, whether or not this activity
17 involves genital or other physical contact and whether or not there is physical,
18 psychological or emotional harm to the child or non-consenting adult.

19 **A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS**
20 **ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT MUST FILE A**
21 **PROOF OF CLAIM.**

22 **I. WHO MUST FILE A PROOF OF CLAIM AND THE APPLICABLE BAR DATES**

23 **A. The Bar Dates:** The Bar Date Order establishes the following applicable bar dates
24 for filing proofs of claim in this case:

25 1. **The General Bar Date.** Except as set forth below, pursuant to the Bar Date
26 Order, all Entities holding Claims against the Debtor that arose prior to or on January 15, 2014,
27 (including Claims filed under section 503(b)(9) of the Bankruptcy Code and whether such Claims
28 are secured, unsecured priority, or unsecured nonpriority) are required to file proofs of claim on
or before the General Bar Date of **May 22, 2014.**

1 2. The Governmental Bar Date. All Governmental Units holding Claims
2 against the Debtor that arose prior to or on January 15, 2014, (whether secured, unsecured
3 priority, or unsecured nonpriority) are required to file proofs of claim on or before the
4 Governmental Bar Date of **July 14, 2014**.

5 **B. Entities that MUST File Proofs of Claim by the General Bar Date or the**
6 **Governmental Bar Date:** Except as set forth in paragraph C below, the following Entities must
7 file proofs of claim on or before the General Bar Date or, with respect to Claims of Governmental
8 Units, on or before the Governmental Bar Date:

9 1. Any entity or person whose Claim against the Debtor is not listed in the
10 Debtor's Schedules or whose Claim is listed in the Schedules but is listed as disputed, contingent
11 or unliquidated and that desires to participate in this chapter 11 case or share in any distribution in
12 this chapter 11 case; and

13 2. Any entity or person that believes that its Claim is improperly classified in
14 the Schedules or is listed in an incorrect amount and that desires to have its Claim allowed in a
15 classification or amount other than that identified in the Schedules.

16 **C. Entities NOT Required to File Proofs of Claim by the General Bar Date or the**
17 **Governmental Bar Date:** The Bar Date Order further provides that the following Entities need
18 not file proofs of claim by the General Bar Date or the Governmental Bar Date, as applicable:

19 1. Any person or entity that has already properly filed a proof of claim against
20 the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Eastern
21 District of California;

22 2. Any person or entity: (i) whose Claim is listed in the Schedules or any
23 amendments thereto, and (ii) whose Claim is not described therein as "disputed," "contingent," or
24 "unliquidated," and (iii) which does not dispute the amount or classification of its Claim as set
25 forth in the Schedules;

26 3. Professionals retained pursuant to orders of this Court who assert
27 administrative Claims for payment of fees and expenses subject to the Court's approval pursuant
28 to sections 330, 331(a) and 503(b) of the Bankruptcy Code;

1 4. Any person or entity that asserts an administrative expense Claim against
2 the Debtor pursuant to sections 503(b)(1) through (8) of the Bankruptcy Code;

3 5. Any person or entity whose Claim has been paid in full; and

4 6. Any person who may assert a Sexual Abuse Claim against the Debtor.

5 **SEXUAL ABUSE CLAIMS**

6 **Please note that individuals asserting Claims arising from Sexual**
7 **Abuse, for which such individuals believe the Debtor may be liable, are**
8 **instructed to complete and file a Sexual Abuse Proof of Claim Form,**
9 **consistent with the Bar Date Order and the Sexual Abuse Claim Bar Date**
10 **Notice. Sexual Abuse Claimants may obtain copies of these forms by**
11 **contacting, as provided below (1) the Claims Agent (e.g., by visiting**
12 **www.kccllc.net/stocktondiocese), (2) counsel to the Official Committee of**
13 **Unsecured Creditors (Pachulski Stang Ziehl & Jones LLP) (e.g., by calling,**
14 **toll free (888) 570-6217); or (3) counsel to the Debtor (Paul Pascuzzi at**
15 **Felderstein Fitzgerald Willoughby & Pascuzzi LLP) (e.g., by calling (916)**
16 **329-7400).**

17 **II. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM**

18 Any Entity that is required to file a proof of claim, but fails to do so by the applicable Bar
19 Date described in this General Bar Date Notice may be forever barred from (a) asserting such
20 Claim against the Debtor or its estate, (b) voting on any plan of reorganization or of liquidation
21 filed in the Reorganization Case, and (c) participating in any distribution in the Reorganization
22 Case on account of such Claim, and the Debtor need not provide further notices to the holder of
23 such Claim.

24 If it is unclear from the Schedules whether your Claim is disputed, contingent or
25 unliquidated as to amount or is otherwise improperly listed and classified, you must file a proof of
26 claim on or before the applicable Bar Date. Any Entity that relies on the information in the
27 Schedules bears responsibility for determining that its Claim is accurately listed therein.

28

1 **III. RESERVATION OF RIGHTS**

2 The Debtor reserves the right to: (i) dispute, or to assert offsets or defenses against, any
3 filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability,
4 classification or otherwise; and (ii) subsequently designate any Claim as disputed, contingent, or
5 unliquidated. Nothing contained in this Notice shall preclude the Debtor from objecting to any
6 Claim, whether scheduled or filed, on any grounds.

7 **IV. PROCEDURE FOR FILING PROOFS OF CLAIM**

8 One original proof of claim and two copies must be sent by mail, by overnight delivery,
9 courier or hand delivery to: **United States Bankruptcy Court, Eastern District of California,**
10 **Sacramento Division, 501 I Street, Suite 3-200, Sacramento, CA 95814**, so as to be received
11 on or before the applicable Bar Date. *Any proof of claim submitted by facsimile or e-mail will*
12 *not be accepted and will not be deemed filed until the proof of claim is submitted by the method*
13 *described in the foregoing sentence.* Proofs of claim will be deemed filed only when actually
14 received by the Claims Agent. If you wish to receive acknowledgement of the Court's receipt of
15 your proof of claim, by the applicable Bar Date and at the same time that you submit your
16 original proof of claim, you also must submit both: (i) one additional copy of the original proof
17 of claim; and (ii) a self-addressed, stamped return envelope.

18 Proofs of claim must include all documentation required by Bankruptcy Rule 3001(c) and
19 3001(d), including an original or a copy of any written document that forms the basis of the
20 Claim or, for secured Claims, evidence that the alleged security interest has been perfected.
21 However, upon the advance, express written consent of the Debtor, a claimant's proof of claim
22 may be filed without the documents required by Bankruptcy Rules 3001(c) and 3001(d);
23 provided, however, that any claimant that receives such a written consent will be required to
24 transmit the documents in support of its Claim to the Claims Agent, Court, Debtor or other parties
25 in interest within ten (10) days after the date of a written request for such documents.

26 **V. ADDITIONAL INFORMATION**

27 You may be listed as the holder of a Claim against the Debtor in the Schedules. If you
28 hold or assert a Claim that is not listed in the Schedules or if you disagree with the amount or

1 priority of your Claim as listed in the Schedules, or your Claim is listed in the Schedules as
2 contingent, unliquidated, or disputed, you **must** file a proof of claim. Copies of the Schedules
3 and the Bar Date Order are available for inspection during regular business hours at the office of
4 the Clerk of the Court, United States Bankruptcy Court for the Eastern District of California,
5 Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, California. In addition,
6 copies of the Debtor's Schedules and Bar Date Order may be obtained for a charge on the Internet
7 at: the Court's website (<http://www.caeb.uscourts.gov>) by following the directions for accessing
8 the ECF (PACER) system on such web site (an account must be established); or for free at the
9 Claim Agent's Debtor-designated web page link located at: **www.kccllc.net/stocktondiocese**.

10 Questions concerning the contents of this Notice and requests for proof of claim forms
11 should be directed to Debtor's Claims Agent at (310) 751-1492 between the hours of 8:00 a.m.
12 and 5:00 p.m. (prevailing Pacific Time), Monday through Friday. **Please note that the Claims**
13 **Agent's staff is not permitted to give you legal advice.** A claimant or its counsel also may
14 obtain information regarding the Debtor's bankruptcy case from counsel for the Official
15 Committee of Unsecured Creditors (Pachulski Stang Ziehl & Jones LLP) by calling, toll free
16 (888) 570-6217. You should consult your own attorney for assistance regarding any other
17 inquiries, such as questions concerning the completion or filing of a proof of claim.

18 Dated: _____

19 FELDERSTEIN FITZGERALD
20 WILLOUGHBY & PASCUZZI LLP

21 By: _____
22 PAUL J. PASCUZZI
23 Attorneys for Debtor and Debtor-In-Possession
24
25
26
27
28

EXHIBIT D

1 UNITED STATES BANKRUPTCY COURT
2 EASTERN DISTRICT OF CALIFORNIA
3 SACRAMENTO DIVISION

4 In re:

CASE NO. 14-20371-C-11

5 THE ROMAN CATHOLIC BISHOP OF
6 STOCKTON, a California corporation
7 sole,

8 Debtor-In-Possession.

9 **NOTICE OF DEADLINE FOR FILING CLAIMS**
10 **RELATING TO OR ARISING FROM SEXUAL ABUSE**

11 **THIS IS AN IMPORTANT NOTICE;**
12 **YOUR RIGHTS MAY BE AFFECTED**

13 **AUGUST 15, 2014, AT 4:00 P.M. (PREVAILING PACIFIC TIME)**
14 **IS THE LAST DATE TO FILE PROOFS OF CLAIM FOR SEXUAL ABUSE**

15 **TO ALL PERSONS WITH KNOWN OR POTENTIAL CLAIMS ARISING FROM**
16 **SEXUAL ABUSE FOR WHICH THE ROMAN CATHOLIC BISHOP OF STOCKTON, a**
17 **California corporation sole (aka THE DIOCESE OF STOCKTON) MAY BE LIABLE:**

18 **PLEASE TAKE NOTICE** that on January 15, 2014 (the "Petition Date"), The Roman
19 Catholic Bishop of Stockton (the "Debtor") filed a voluntary petition for relief under chapter 11
20 of title 11 of the United States Code (the "Bankruptcy Code"). You should carefully read this
21 notice if you believe that you have a claim arising from Sexual Abuse (defined below) for which
22 you believe the Debtor may be liable.

23 For purposes of this Notice:

- 24 1. "Sexual Abuse" means: sexual conduct/touching or misconduct, sexual abuse, sexual
25 misconduct or molestation, indecent assault and/or battery, rape, lascivious behavior,
26 undue familiarity, pedophilia, ephebophilia, or sexually related psychological or
27 emotional harm or contacts or interactions of a sexual nature between a child and an
28 adult, or a non-consenting adult and another adult. "Sexually Abused" has a correlative
meaning. A child or non-consenting adult may be Sexually Abused whether or not this
activity involves explicit force, whether or not this activity involves genital or other
physical contact and whether or not there is physical, psychological or emotional harm
to the child or non-consenting adult.
2. A "Sexual Abuse Claim" is a claim for any or all acts or omissions for which the Debtor
may be legally responsible that in any way arise out of, are based upon, or involve
Sexual Abuse.
3. A "Sexual Abuse Claimant" is a person who asserts a Sexual Abuse Claim.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

A list of claimed abusers is attached to this notice. This list is not exhaustive. Possible
abusers might include clergy members, employees, deacons, teachers, coaches, volunteers, or
other personnel. The fact that this list does not include the name of the person who Sexually
Abused you does not mean that you should not file your Sexual Abuse Claim (using the "Sexual
Abuse Proof of Claim Form," as described below).

For more information, please visit: [Par mas informacion, por favor visite:] [Xav paub
ntau ntxiv, thov mus saib:]

- www.stocktondiocese.org
- www.kccllc.net/stocktondiocese
- www.pszejlaw.com/stocktondiocese.html (the "Committee Website")

1 The Committee Website is maintained by counsel to the Official Committee of Unsecured
2 Creditors (the “Committee”) and at that site are, among other things: (i) a Sexual Abuse Proof of
3 Claim Form; (ii) a list of names, dates, locations, and years of service of known abusers; (iii) if
4 available, pictures, of known abusers; (iv) copies of the Bar Date Order, and the Sexual Abuse
5 Claim Bar Date Notice; (v) a list of Schools and Parishes in the area served by the Debtor from
6 1962 to 2014; and (vi) a list of Catholic-affiliated organizations located within the Debtor’s
7 geographic boundaries (the “Catholic Entities”).

8 You also may obtain information regarding the Debtor’s bankruptcy case or copies of the
9 items listed above from: (A) counsel to the Official Committee of Unsecured Creditors
10 (Pachulski Stang Ziehl & Jones LLP) by calling **toll free (888) 570-6217**; or (B) counsel to the
11 Debtor (Paul Pascuzzi at Felderstein Fitzgerald Willoughby & Pascuzzi LLP) by calling **(916)**
12 **329-7400** or visiting www.ffwplaw.com.

13 **You may wish to consult an attorney regarding this matter.**

14 **FILING DEADLINE**

15 The United States Bankruptcy Court for the Eastern District of California (the “Court”)
16 has entered an order (the “Bar Date Order”) establishing **August 15, 2014 at 4:00 p.m.**
17 **(prevailing Pacific Time)** (the “Sexual Abuse Claim Bar Date”) as the last date and time for each
18 Sexual Abuse Claimant to assert a Sexual Abuse Claim. A copy of the proof of claim form that
19 has been specifically tailored for claims of Sexual Abuse Claimants (the “Sexual Abuse Proof of
20 Claim Form”) is included with this Notice. The Sexual Abuse Claim Bar Date and the procedures
21 set forth below apply to all Sexual Abuse Claims against the Debtor based upon Sexual Abuse
22 that occurred before January 15, 2014. A different deadline applies to parties who may assert
23 claims that are not Sexual Abuse Claims against the Debtor. Consult the Bar Date Order for all
24 applicable deadlines to file claims against the Debtor or in this chapter 11 case.

25 **WHO MUST FILE**

26 If you believe that you have a Sexual Abuse Claim (which you may have even if you have
27 never previously reported your Sexual Abuse or filed a lawsuit against the Debtor), **you must file**
28 **a Sexual Abuse Proof of Claim Form** to maintain and/or preserve any claims that you have
against the Debtor. **Even if you have already filed a lawsuit against the Debtor alleging**
Sexual Abuse prior to January 15, 2014, you must still submit a Sexual Abuse Proof of
Claim Form to maintain and/or preserve your rights in the Debtor’s chapter 11 case.

29 **WHO SHOULD NOT FILE**

30 You should **not** file a Sexual Abuse Claim if:

- 31 • Your Sexual Abuse Claim has already been paid in full;
- 32 • You do not have a Sexual Abuse Claim against the Debtor; or
- 33 • You do not have a claim against the Debtor.

34 **WHAT TO FILE**

35 **IN ORDER TO ASSERT A SEXUAL ABUSE CLAIM AGAINST THE DEBTOR, YOU**
36 **MUST COMPLETE, SIGN AND FILE A SEXUAL ABUSE PROOF OF CLAIM FORM.**
37 **YOU MAY OBTAIN A COPY OF THE SEXUAL ABUSE PROOF OF CLAIM FORM BY**
38 **FOLLOWING THE INSTRUCTIONS BELOW.**

1 **PROCEDURES FOR FILING A SEXUAL ABUSE PROOF OF CLAIM FORM**

2 To submit a Sexual Abuse Proof of Claim Form, you must take the following steps:

- 3 • Fill out the Sexual Abuse Proof of Claim Form.
- 4 • For additional copies of the Sexual Abuse Proof of Claim Form you may:
- 5 (a) photocopy the Sexual Abuse Proof of Claim Form;
- 6 (b) go to the website established by the Committee’s counsel at
7 www.pszjlaw.com/stocktondiocese.html;
- 8 (c) contact the Debtor’s Claims Agent between the hours of 9:00 a.m. and 5:00
9 p.m. (prevailing Pacific time), Monday through Friday, at (310) 751-1492, or visit
10 the Claims Agent’s website at: www.kccllc.net/stocktondiocese; or
- 11 (d) go to the web page established by the Debtor at www.stocktondiocese.org.
- 12 • Please note that the Debtor’s counsel, the Debtor’s staff, the Claims Agent’s staff
13 and the Committee’s counsel are not permitted to give you legal advice about your
14 claim. You should consult your own attorney for assistance regarding any
15 other inquiries, such as questions about completing or submitting a Sexual
16 Abuse Proof of Claim Form.
- 17 • Return the completed Sexual Abuse Proof of Claim Form plus two copies to the
18 Court at the address set forth below no later than **August 15, 2014 at 4:00 p.m.**
19 **(prevailing Pacific Time)**. Sexual Abuse Proof of Claim Forms will be deemed
20 timely submitted only when they are **actually received** by the Court no later than
21 **August 15, 2014 at 4:00 p.m. (prevailing Pacific Time)**.
- 22 • Please note that Sexual Abuse Proof of Claim Forms submitted by facsimile,
23 telecopy or electronic mail transmission will not be accepted and will not be
24 deemed filed. If you are returning a Sexual Abuse Proof of Claim Form by mail,
25 allow sufficient mailing time so that the Sexual Abuse Proof of Claim Form is
26 received by the Court on or before August 15, 2014 at 4:00 p.m. (prevailing
27 Pacific Time). Sexual Abuse Proof of Claim Forms that are postmarked before
28 that date (*i.e.*, the Sexual Abuse Claim Bar Date) but which are received by the
 Court after the Sexual Abuse Claim Bar Date will be considered late.
- If a Sexual Abuse Claimant returns a Sexual Abuse Proof of Claim Form in
 person, by mail, overnight delivery, or by courier service, the Sexual Abuse Proof
 of Claim Form should be delivered to the following address, between the hours of
 9:00 a.m. and 5:00 p.m. (prevailing Pacific Time), Monday through Friday:

U.S. Bankruptcy Court
 Attn: Diocese of Stockton Confidential Claim
 501 I Street, Suite 3-200
 Sacramento, CA 95814

- If you are returning a Sexual Abuse Proof of Claim Form by mail, allow sufficient
 mailing time so that the Sexual Abuse Proof of Claim Form is received on or
 before **August 15, 2014 at 4:00p.m. (prevailing Pacific Time)**. If you wish to
 receive acknowledgement of the Court’s receipt of your proof of claim, then, by
 the Sexual Abuse Claim Bar Date, and at the same time that you submit your
 original proof of claim, you also must submit to the Court both: (i) a third copy of
 the original proof of claim; and (ii) a self-addressed, stamped return envelope.

1 **CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM**

2 The deadline for filing a Sexual Abuse Proof of Claim Form is **August 15, 2014 at 4:00**
3 **p.m. (prevailing Pacific Time)**. Any person who has a Sexual Abuse Claim and does not file a
4 Sexual Abuse Proof of Claim by that date may not be treated as a creditor for voting or
5 distribution purposes under any plan of reorganization and such claims may be subject to
6 discharge. Failure to file a Sexual Abuse Claim may prevent such person from voting on any
7 plan of reorganization in this case. Further, if such Sexual Abuse Claim is discharged, the Sexual
8 Abuse Claimant will be forever barred and prevented from asserting his or her Sexual Abuse
9 Claim against the Debtor or its property, and may not receive any payment or distribution in
10 connection with such Sexual Abuse Claim.

7 **CONFIDENTIALITY**

8 Pursuant to the Bar Date Order, Sexual Abuse Proofs of Claim will remain confidential in
9 this case, unless you elect otherwise in Part 1 of the Sexual Abuse Proof of Claim Form.
10 Therefore, the Sexual Abuse Proof of Claim Form that you file will not be available to the general
11 public, but will be kept confidential, except that copies of Sexual Abuse Proof of Claim Forms
12 will be provided, pursuant to Court-approved guidelines, to the Debtor, the Debtor’s counsel, the
13 Committee’s counsel, and upon request, to the United States Trustee, the following parties and
14 any additional parties the Committee approves, but only after each of such parties agrees to keep
15 the information provided in the Sexual Abuse Proof of Claim Forms confidential:

- 12 (a) Insurance companies that provided insurance that may cover the claims
13 described in the Sexual Abuse Proof of Claim Forms.
- 14 (b) Any future claims representative appointed by the Court (or under a plan of
15 reorganization).
- 16 (c) Any judicial mediator, or special arbitrator/claims reviewer appointed to
17 review and resolve the claims of Sexual Abuse Claimants.
- 18 (d) Any settlement trustee appointed to administer payments to Sexual Abuse
19 Claimants.
- 20 (e) Members of the Committee and their personal counsel (after the Sexual
21 Abuse Proof of Claim Form has been redacted to hide the Sexual Abuse
22 Claimant’s name, address and any other information identified in Part 2(A)
23 of the Sexual Abuse Proof of Claim Form).
- 24 (f) Such other persons as the Court determines should have the information in
25 order to evaluate Sexual Abuse Claims.

21 Dated: _____

22 FELDERSTEIN FITZGERALD
23 WILLOUGHBY & PASCUZZI LLP

24 By: _____
25 STEVEN H. FELDERSTEIN
26 PAUL J. PASCUZZI
27 JENNIFER E. NIEMANN
28 400 Capitol Mall, Suite 1750
Sacramento, CA 95814
Telephone: (916) 329-7400
Facsimile: (916) 329-7435

Attorneys for The Roman Catholic Bishop of
Stockton, a corporation sole

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Fr. Antonio Camacho

Assignments:

Associate Pastor, St. Anthony's Parish, Hughson: 12/1/81 – 1/11/82
Associate Pastor, St. Stanislaus Parish, Modesto: 1/11/82 – 2/17/84

Br. Didachus Clavell, O.F.M.

Assignments:

St. Mary's High School approx. 1964

Fr. Murty Fahy, O.S.F.S.

Assignments:

Teacher at St. Mary's High School, Stockton: 1970 – 1985
Associate Pastor, St. Anne's Church, Lodi: 8/1/85 – 3/2/01
Deceased: 3/2/01

Fr. Michael Kelly

Assignments:

Associate Pastor, Our Lady of Fatima Parish, Modesto: 9/1/73 – 9/23/79
Associate Pastor, St. Bernard's Parish Tracy: 9/24/79 – 6/14/84
Associate Pastor, Cathedral of the Annunciation, Stockton: 6/15/84 – 6/30/87
Pastor of St. Patrick's Parish, Sonora: 7/1/87 – 3/4/97
Administrator of Presentation Parish, Stockton; 3/5/97 – 6/12/97
Pastor of Presentation Parish, Stockton: 6/12/97 – 1/30/00
On Leave: 1/30/00 – 9/3/00
Administrator pro-tem of St. Andrew's Parish, San Andreas: 9/3/00 – 3/30/01
Pastor of St. Andrew's Parish, San Andreas: 3/30/01 – 8/1/02
Pastor of St. Joachim Parish, Lockeford: 8/1/02 – 10/11/07

Fr. Titian Miani

Assignments:

Administrator of Holy Cross Parish, Linden: 8/15/72 – 1/26/81
Educational Leave: 1/26/81 – 7/14/81
Associate Pastor, St. Patrick's Parish, Angels Camp: 7/15/81 – 12/21/82
Administrator of St. Patrick's Parish, Angels Camp: 12/21/82 – 12/31/82
Pastor of St. Patrick's Parish, Angels Camp: 1/1/83 – 5/1/85
Leave of Absence due to ill health: 5/1/85 – 12/31/85
Associate Pastor, St. Luke's, Stockton: 1/1/86 – 12/31/92
Retired: 1/1/93

Fr. Antonio Munoz Rodriguez

Assignments:

Associate Pastor, St. George's Parish, Stockton: 12/12/77 – 5/19/79
Associate Pastor, St. Anthony's Parish, Hughson: 5/19/ 79 – 9/18/81

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Monsignor Edward Noonan

Assignments:

Pastor of St. Joachim Parish, Newman: 6/23/39 – 1/13/43
Pastor of St. Gertrude Parish, Stockton: 1/13/43 – 10/12/66
Pastor Emeritus in residence at St. Gertrude Church: 1966 – 1969
Deceased: 1/20/70

Fr. Oliver O’Grady

Assignments:

Associate Pastor, St. Anne’s Parish, Lodi: 9/1/71 – 5/31/77
Associate Pastor, Sacred Heart Parish, Turlock: 6/1/77 – 6/20/82
Associate Pastor, Presentation Parish, Stockton: 6/21/82 – 12/16/84
Administrator of St. Andrew’s Parish, San Andreas; 12/17/84 – 4/18/85
Pastor of St. Andrews Parish, San Andreas: 4/18/85 – 1992
Pastor of St. Anthony’s Parish, Hughson: 1992 – 6/23/93

Fr. Oskar Pelaez

Assignments:

Associate Pastor, St. Anthony’s Parish, Hughson: 4/8/94 – 8/1/95
Associate Pastor, Sacred Heart Parish, Turlock: 8/1/95 – 9/1/98
Associate Pastor, Our Lady of Fatima Parish, Modesto: 9/1/98 – 1/14/00
One year leave of absence: 1/14/00 – 1/27/01
Associate Pastor, Cathedral of the Annunciation Parish: 1/27/01 – 11/30/01

Fr. Leo Suarez

Assignments:

Associate Pastor, St. Anthony’s Church, Hughson: 10/7/88 – 2/1/91
Associate Pastor, St. Stanislaus Parish, Modesto: 2/1/91 – 12/1/92
Associate pastor, St. George’s Parish, Stockton: 12/1/92 – 1/31/97
Administrator of St. Edward’s Parish, Stockton: 2/1/97 – 8/1/08
Associate Pastor, Sacred Heart Church, Turlock: 8/1/08 – 2/21/09
Associate Pastor, Our Lady of Fatima Church, Modesto: 2/21/09 – 7/22/09

Fr. Fernando Villalobos, O.F.M.

Assignments:

Administrator of St. Mary’s Church, Stockton: Oct. 1979 – August 31, 1980
Episcopal Vicar for Hispanics in Diocese of Stockton: 9/1/80 – 12/31/85
Deceased: 12/31/85

EXHIBIT E

**In re THE ROMAN CATHOLIC BISHOP OF STOCKTON
a California corporation sole
Case No. 14-20371-C-11**

**YOU MAY HAVE A CLAIM AGAINST
THE ROMAN CATHOLIC BISHOP OF STOCKTON *aka* THE
DIOCESE OF STOCKTON**

On January 15, 2014, The Roman Catholic Bishop of Stockton (the "Debtor") filed for protection under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of California.

**THE LAST DAY TO FILE A SEXUAL ABUSE CLAIM
AGAINST THE DEBTOR IS AUGUST 15, 2014
AT 4:00 P.M. PREVAILING PACIFIC TIME.**

**IF YOU WERE SEXUALLY ABUSED BY ANY MEMBER OF
THE CLERGY OR ANY OTHER PERSON CONNECTED
WITH THE ROMAN CATHOLIC BISHOP OF STOCKTON *aka*
THE DIOCESE OF STOCKTON, YOU MUST FILE A CLAIM
BY AUGUST 15, 2014 AT 4:00 P.M. PREVAILING PACIFIC
TIME.**

For more information, including a complete list of all parishes and schools within the geographic territory of the Roman Catholic Bishop of Stockton, or to receive a proof of claim form and associated documents, please (1) visit the Debtor's designated web page at www.stocktondiocese.org; (2) visit the Debtor's Claims Agent's designated web page at: www.kcellc.net/stocktondiocese; (3) call the Debtor's Claims Agent at (310) 751-1492; or (4) call counsel for the Official Committee of Unsecured Creditors appointed in this case, Pachulski Stang Ziehl & Jones LLP at (888) 570-6217.

EXHIBIT 17



THE FOLLOWING ORDER
IS APPROVED AND ENTERED
AS THE ORDER OF THIS COURT:

DATED: July 14, 2011

Susan V. Kelley
Honorable Susan V. Kelley
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:

Case No. 11-20059-svk

ARCHDIOCESE OF MILWAUKEE,

Chapter 11

Debtor.

Hon. Susan V. Kelley

**ORDER APPROVING DEBTOR'S MOTION FOR ORDER ESTABLISHING
DEADLINES FOR FILING PROOFS OF CLAIM AND APPROVING FORM
AND MANNER OF NOTICE THEREOF**

Upon the Motion of the Archdiocese of Milwaukee, as debtor and debtor-in-possession
(the "Debtor"), for Order Establishing Deadlines for Filing Proofs of Claim and Form and

Daryl L. Diesing
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
Telephone: (414) 273-2100
Facsimile: (414) 223-5000
Email: ddiesing@whdlaw.com

James I. Stang
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 11th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
E-mail: jstang@pszjlw.com

Manner of Notice Thereof [Docket No. 211] (the "Motion")¹; the Opposition of the Official Committee of Unsecured Creditors (the "Committee") to Motion of the Debtor for Establishing Deadlines for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof [Docket No. 241] (the "Opposition"); the Jeff Anderson and Associates' Joinder in the Official Committee of Unsecured Creditors Opposition to Motion of Debtor for Order Establishing Deadlines for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof [Docket No. 246]; the Jeff Anderson and Associate's Joinder in the Official Committee of Unsecured Creditors to Motion of Debtor for Order Establishing Deadlines for Filing Proofs of Claim and Approving Manner and Notice Thereof [Docket No. 248]; and the Response of the Debtor to Opposition of Official Committee of Unsecured Creditors to Motion of Debtor for Order Establishing Deadlines for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof [Docket No. 291]; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefore.

The Court hereby finds:

1. Notice of the General Creditor Bar Date outlined herein provides potential claimants a significantly greater notice period than required by Bankruptcy Rules 2002(a)(7) or 3002(c)(1).

¹ Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.

2. Notice of the Abuse Survivors Bar Date outlined herein provides Abuse Survivors a significantly greater notice period than required by Bankruptcy Rule 2002(a)(7).

3. The Abuse Survivors Proof of Claim Form is necessary and appropriate under the circumstances of this case.

4. Notice by mail to unknown Abuse Survivors is impracticable and for that reason, as well as to supplement notice by mail, the Court finds the Publication Protocol described herein, and Form of Publication Notices (the Publication Notices are attached hereto as Exhibits G, H, and I) as outlined herein, are proper.

5. The notice procedures outlined herein satisfy due process requirements.

6. The Bar Date Notice and Publication Notices will provide creditors with sufficient information to file proofs of claim in a timely manner while simultaneously protecting the confidentiality of Abuse Survivors.

7. The Bar Date Notices and Publication Notices in the forms and manners as set forth in this Order are fair and reasonable and will provide good, sufficient, and due notice to all creditors, including creditors with foreign addresses, of their rights and obligations in connection with claims they may assert against the Debtor's estate in this Reorganization Case.

It is hereby ordered:

8. The Motion is GRANTED, except as provided herein.

DEFINITIONS

9. The definitions used in this Order are only for purposes of this Order and the accompanying notices and proofs of claim. The definitions are not probative for any other purpose in this case or otherwise.

10. “Abuse” means any and all acts or omissions that the Archdiocese may be legally responsible for that in any way arise out of, are based upon, or involve sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually related psychological or emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. A child or non-consenting adult may be Abused whether or not this activity involves explicit force, whether or not this activity involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the child or non-consenting adult.

11. “Abuse Survivor” means anyone who has experienced Abuse.

12. “Abuser” means those individuals listed on the list of diocesan priests against whom the Debtor has received substantiated reports of abuse of a minor attached hereto as Exhibit E.

13. “Catholic Entities” means those entities listed on Exhibit J.

14. “Known” or “Knows,” means known to or known by the Debtor’s officers, the Chancellor of the Archdiocese, or the Archdiocese’s Victim Assistance Coordinator.

THE BAR DATES

15. By 4:00 p.m. prevailing Central Time on October 17, 2011, all entities² including governmental units,³ holding pre-petition claims, including pre-petition claims entitled to administrative expense status under § 503(b)(9) of the Bankruptcy Code, but excluding Abuse Survivors Claims, must file proofs of claim (the “General Bar Date”).

² As used herein, the term “entity” has the meaning given to it in § 101(15) of the Bankruptcy Code.

³ As used herein, the term “governmental unit” has the meaning given to it in § 101(27) of the Bankruptcy Code.

16. By 4:00 p.m. prevailing Central Time on February 1, 2012, all Claims of Abuse Survivors must be filed (the "Abuse Survivors Bar Date"). Any Abuse Survivors who filed and had pending as of the Petition Date, a lawsuit against the Debtor must submit an Abuse Survivors Proof of Claim Form prior to the Abuse Survivors Bar Date.

17. The deadline for filing a proof of claim in connection with the Debtor's rejection of executory contracts and/or unexpired leases is the *later of*: (i) the General Bar Date, or (ii) the date that is twenty-eight (28) days after entry of an order approving the rejection of an executory contract or unexpired lease pursuant to which the entity asserting the Rejection Damages Claim is a party (the "Rejection Damages Bar Date"). The Rejection Bar Date shall not apply to the claims of Abuse Survivors.

18. If the Debtor amends its Schedules of Assets and Liabilities and/or Statements of Financial Affairs (collectively, the "Schedules") so as to add an entity not currently listed therein or to alter the amount, priority, classification, or other status of a listed claim, the holders of such claims (the "Amended Schedules Claims") may file amended or original proofs of claim to take into account the amendment(s) to the Schedules. The deadline for filing Amended Schedules Claims shall be the *later of* (a) the General Bar Date, or (b) twenty-eight (28) days after the holder of a claim is served with notice that the Debtor amended its Schedules to add such a claim or to reduce, delete, or change the amount, priority, classification, or other status of such a claim (the "Amended Schedules Bar Date").

WHO MUST FILE PROOFS OF CLAIM

19. Except as set forth in paragraph 20 below, all persons and entities holding prepetition claims, including, without limitation, the following entities, must file the proofs of claim on or before the applicable Bar Date:

(i) Any person or entity whose prepetition claim against the Debtor is not listed in the Debtor's Schedules or whose prepetition claim is listed in the Schedules but is listed as disputed, contingent or unliquidated and that desires to participate in this Reorganization Case or share in any distribution in this Reorganization Case;

(ii) Any person or entity that believes that its prepetition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than that identified in the Schedules;

(iii) Any Abuse Survivor who believes that he or she has a claim against the Debtor, including but not limited to Abuse Survivors who have previously filed lawsuits against the Debtor, and Abuse Survivors who have never filed a lawsuit, entered into a settlement or reported their Abuse;

(iv) Abuse Survivors who have previously settled their claims with the Debtor and believe that the mediation or settlement process resulted in a settlement that the Abuse Survivor believes is misleading or unfair;

(v) Abuse Survivors that previously filed with the Court or provided to Debtor's counsel a proof of claim must file an amended claim on the approved Abuse Survivors Proof of Claim Form; and

(vi) Any person or entity that asserts an administrative expense claim against the Debtor pursuant to § 503(b)(9) of the Bankruptcy Code.

20. The following persons or entities are **not** required to file a proof of claim on or before the applicable Bar Date:

(i) Any person or entity that has already properly filed a General Creditor Proof of Claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Eastern District of Wisconsin;

(ii) Any Abuse Survivors only making a claim for unpaid amounts due or to become due under a settlement agreement reached in the Debtor's voluntary mediation program unless the Abuse Survivor disputes the amount or classification of its claim as set forth in the Schedules;⁴

(iii) Any person or entity: (a) whose claim is listed in the Schedules or any amendments thereto, and (b) whose claim is not described therein as "disputed," "contingent," or "unliquidated," and (c) who does not dispute the amount or classification of its claim as set forth in the Schedules;

(iv) Professionals retained by the Debtor or the Committee pursuant to orders of this Court, including Kurtzman Carson Consultants ("KCC"), who assert administrative claims for payment of fees and expenses subject to the Court's approval pursuant to §§ 330, 331(a) and 503(b) of the Bankruptcy Code;

(v) Any person or entity that asserts an administrative expense claim against the Debtor pursuant to §§ 503(b)(1) through (8) of the Bankruptcy Code;

(vi) Any person or entity whose claim against the Debtor has been allowed by an order of the Court entered on or before the applicable Bar Date;

(vii) Any person or entity whose claim has been paid in full. However, for the avoidance of doubt, Abuse Survivors who were paid pursuant to settlement agreements but believe they have additional claims against the Debtor beyond what was agreed to in the

⁴ As disclosed in Schedule F to the Debtor's Schedules, the Debtor acknowledges that it remains obligated to pay \$702,000 to twenty-two (22) Abuse Survivors pursuant to their pre-petition Settlement Agreements.

settlement or that the mediation or settlement process resulted in a settlement that the Abuse Survivor believes is misleading or unfair must file a Claim;

(viii) The United States Trustee; and

(ix) The Clerk of the Court for the United States Bankruptcy Court for the Eastern District of Wisconsin (the "Clerk of Court").

PROOF OF CLAIM FORMS

21. With respect to prepetition creditors that are not Abuse Survivors – e.g., holders of General Claims, Rejection Damages Claims, or Amended Schedules Claim (collectively, the "General Creditor Claims") – the Court approves the proof of claim form attached hereto as Exhibit A (the "General Creditor Proof of Claim Form").

22. Each General Creditor Proof of Claim Form filed must: (a) be written in English; (b) be denominated in lawful currency of the United States as of the Petition Date; and (c) have attached copies of any writings upon which the claim is based in accordance with Bankruptcy Rules 3001(c) and 3001(d), including for secured claims, evidence that the alleged security interest has been perfected; and (d) be filed with the Court either by using the Court's electronic filing system or by mailing or hand delivering the Claim to the Court. General Creditor Proofs of Claim may be filed electronically by using the Court's electronic claim filing program at the following website: <http://www.wieb.uscourts.gov/index.php/home/9-creditors/28-file-a-claim>. General Creditor Proofs of Claim may also be mailed or delivered by messenger or overnight courier to the following address: United States Bankruptcy Court, Eastern District of Wisconsin, Room 126, U.S. Courthouse, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, on or before the applicable Bar Date. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted. Abuse Survivor Proofs of Claim should be

filed using the procedures explained in paragraph 24 below. To ensure that confidential Abuse Survivor Proofs of Claim remain confidential, Abuse Survivor Proofs of Claim should not be filed electronically.

23. With respect to prepetition creditors that are Abuse Survivors, the Court approves the proof of claim form attached hereto as Exhibit B (the "Abuse Survivors Proof of Claim Form").

24. The Court further orders the following confidentiality protocol (the "Confidentiality Protocol") be followed in this Reorganization Case:

(i) Abuse Survivors are directed to file the completed Abuse Survivors Proof of Claim Form with the Clerk of Court at the address below. To ensure that confidential Abuse Survivor Proofs of Claim remain confidential, Abuse Survivor Proofs of Claim should not be filed electronically.

United States Bankruptcy Court, Eastern District of Wisconsin
Room 126, U.S. Courthouse
Attention: Archdiocese Clerk
517 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

(ii) Abuse Survivor Proofs of Claim may also be delivered in person at address below. For Abuse Survivor Proofs of Claims delivered in person, the claims should be delivered between 8:30 a.m. and 4:30 p.m. Monday through Friday.

United States Bankruptcy Court, Eastern District of Wisconsin
Room 126, U.S. Courthouse
Attention: Archdiocese Clerk
517 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

(iii) The confidential Abuse Survivor Proofs of Claim shall be filed under permanent seal and kept confidential. The confidential Abuse Survivor Proofs of Claim will be

sealed permanently and will not be unsealed at the conclusion of this case. To ensure the claims are kept confidential, the Abuse Survivor should write "CONFIDENTIAL-FILED UNDER SEAL" across the top of the Claim, place the Claim in a sealed envelope, and write "ATTENTION: ARCHDIOCESE CLERK -- CONFIDENTIAL-FILED UNDER SEAL" on the outside of the sealed envelope.

(iv) The Clerk of Court shall identify confidential Claims of Abuse Survivors on the Official Claims Register as confidential Claims and shall mark all Abuse Survivor Claims "Claim No. A-____" and give each Claim a unique number in numerical order as they are received by the Court. Subject to Paragraph 24(vi), the Clerk of Court will provide unredacted copies of the Abuse Survivor Proofs of Claim to Debtor's counsel and the Committee's counsel, but will not post the Claim's image on the Electronic Claims Filing Docket. The Clerk of Court may make arrangements in his or her reasonable discretion to allow access to the confidential Abuse Survivor Proofs of Claim to counsel to the Debtor and counsel to the Committee while maintaining confidentiality in accordance with this Order. Upon request, the Clerk of Court will provide a copy of the Claims to the United States Trustee. The Clerk of Court, the Debtor's counsel, and the Committee's counsel may also honor the requests of the Permitted Parties as set forth in subparagraph 24(vi) and (vii) below on the terms stated therein.

(v) Abuse Survivor Proofs of Claim submitted by Abuse Survivors and marked "CONFIDENTIAL-FILED UNDER SEAL" will not be available to the general public unless an Abuse Survivor affirmatively indicates his or her desire that the proof of claim be made public in Part 1 of the Abuse Survivors Proof of Claim Form. The Confidentiality Protocol is for the benefit of the Abuse Survivors. Accordingly, Abuse Survivors may elect to make any of the information contained in an Abuse Survivor Proof of Claim public even if they elected to file the

Abuse Survivor Proof of Claim confidentially and are not required to amend the Claim in order to make the information public. If, after filing a confidential Claim, the Abuse Survivor desires to unseal the Claim, the Abuse Survivor shall promptly file an amended Abuse Survivors Proof of Claim Form. If an Abuse Survivor Proof of Claim provides in Part 1 that the Abuse Survivor desires his or her Proof of Claim be made public, the Clerk of Court is directed to place the Proof of Claim in the registry with General Proofs of Claim, but prior to such placement the Clerk of Court may request that Debtor's counsel attempt to verify that Part 1 was completed according to the Abuse Survivor's wishes.

(vi) Whether or not an Abuse Survivor Proof of Claim is submitted in a sealed envelope, Abuse Survivor Proofs of Claim submitted by a Abuse Survivor shall be held and treated as confidential (unless the Abuse Survivor elects otherwise in Part 1 of the Abuse Survivors Proof of Claim Form) by the Clerk of Court's office. Upon request, the Clerk of Court will provide copies of the Abuse Survivor Proofs of Claim to the parties listed below (the "Permitted Parties") subject to each Permitted Party, with the exception of the United States Trustee, executing and returning to the Debtor's Counsel who will forward a copy to the Committee's counsel, the confidentiality agreement attached as Exhibit L to this Order (the "Confidentiality Agreement"), and to such other persons as the Court determines, provided, however, that all parties with access to the Abuse Survivor Proofs of Claim shall keep the information provided in an Abuse Survivor Proof of Claim confidential (unless the Abuse Survivor elects otherwise in Part 1 of the Abuse Survivors Proof of Claim Form).⁵

(vii) The Permitted Parties include:

(a) Counsel for the Debtor;

⁵ Access to the Abuse Survivor Proofs of Claim extends only to the natural person who executes the Confidentiality Agreement. A separate Confidentiality Agreement must be signed by each natural person who seeks access to the records on behalf of a Permitted Party.

- (b) Counsel for the Official Committee of Unsecured Creditors;
- (c) Insurance companies that provided insurance that may cover the claims described in the Abuse Survivor Proofs of Claim;
- (d) Any future claims representative appointed under a plan of reorganization or by the Court;
- (e) Any special arbitrator/claims reviewer appointed to review and resolve the claims of Abuse Survivors;
- (f) Any settlement trustee appointed to administer payments to Abuse Survivors;
- (g) Members of the Committee and their personal counsel (after the Abuse Survivor Proof of Claim has been redacted to remove the Abuse Survivor's name, address and any other information identified in Part 2(A) of the Abuse Survivor Proof of Claim); and
- (h) Such other persons as the Court determines should have the information in order to evaluate Abuse Survivor Claims.

(viii) Upon request to the Court, the U.S. Trustee may receive copies of the Abuse Survivors Proofs of Claim. Because the employees of the Office of the United States Trustee are not signing the Confidentiality Agreement, they are ordered to keep Abuse Survivor Proofs of Claim which come into their possession confidential and, in connection with any Freedom of Information Act request, to seek approval of the Court before responding to any such request.

25. In addition to being available in English, the Abuse Survivors Proof of Claim Form will also be available in Spanish and Hmong because of the large Hispanic and Hmong communities in the geographic territory of the Debtor (the "Region").

26. Each Abuse Survivor Proof of Claim filed: (i) must be written in the English, Spanish, or Hmong languages; (ii) may attach copies of any writings, if any are available, upon which the claim is based in accordance with Bankruptcy Rules 3001(c) and 3001(d); and (iii) must be originally executed and sent to the United States Bankruptcy Court, Eastern District of Wisconsin, Room 126, U.S. Courthouse, Attention: Archdiocese Clerk, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, on or before the applicable Bar Date. Proofs of claim must be mailed or delivered by messenger or overnight courier; proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted.

27. The Debtor may retain and compensate any translation services that might be needed to translate the Abuse Survivors Proof of Claim Form into Spanish and Hmong from English and to translate any completed Abuse Survivor Proofs of Claim into English from Spanish or Hmong.

28. Pursuant to Fed. R. Bankr. P. 3003(c)(2), any holder of a claim whether a General Creditor Claim, Abuse Survivor Claim, Rejection Damages Claim, or Amended Schedules Claim that is not subject to one of the exceptions enumerated above who fails to timely file a proof of claim in the appropriate form will be deemed to have "not timely filed" within the meaning of § 502(b)(9) of the Bankruptcy Code and will, absent cause, be forever barred from (a) asserting such claim against the Debtor or its estate; (b) voting on any plan of reorganization filed in the Reorganization Case; and (c) participating in any distribution in the Reorganization Case on account of such claim. The Debtor need not provide further notices to such claimant.

RECORD REVIEW PROCEDURE

29. To identify potential Abuse Survivor Notice Parties (as defined in paragraph 34), the Debtor will review the following:

(i) Within fifteen (15) days of the entry of the Order, the Debtor will review the names in its “RADAR” and “VAC” databases, which are databases of persons who have potential, alleged, or substantiated Abuse Claims; and

(ii) By September 1, 2011, the Debtor will review the files of the entities listed below for the names of additional potential Abuse Survivor Notice Parties. Any potential Abuse Survivor Notice Parties identified during this review will, in accordance with paragraph 37, be served within ten (10) days of the Debtor learning of their identity. The Debtor will review the files of the following entities for the names of additional potential Abuse Survivor Notice Parties:

- (a) Diocesan Review Board;
- (b) Victims Assistance Coordinator;
- (c) Safe Environment Coordinator Office;
- (d) Eisenberg Commission; and
- (e) Project Benjamin.

30. Within twenty (20) days of the entry of this Order, the Debtor will provide counsel to the Committee with names and addresses of all Abuse Survivor Notice Parties Known as of the date of the entry of the Order. To the extent the Debtor later identifies additional names of potential Abuse Survivors, the Debtor will notify counsel to the Committee of the additional names within ten (10) days of learning of the potential Abuse Survivor’s identity. The Confidentiality Agreement, attached as Exhibit L, applies to the disclosure of Abuse Survivor names, and counsel to the Committee will keep all names of subsequently identified persons confidential.

31. The Debtor will maintain a list of all Abuse Survivor Notice Packages returned undeliverable. Twice a month, if applicable, the Debtor will provide a list of recipients and copies of the fronts of the envelopes to the Committee for any Abuse Survivor Notice Package that is returned to the Debtor as undeliverable.

NOTICE PROCEDURES

32. Within five (5) days of the entry of this Order, the Debtor shall serve by United States mail, first-class postage prepaid: (i) notice of the General Bar Date and the Rejection Damages Bar Date, substantially in the form attached hereto as Exhibit C and incorporated herein by reference (the “General Creditor Bar Date Notice”); (ii) a General Creditor Proof of Claim Form substantially in the form attached hereto as Exhibit A; and (iii) the Bar Date Order (together with the General Creditor Bar Date Notice and the General Creditor Proof of Claim Form, the “General Creditor Bar Date Notice Package”), upon: (a) all entities who have filed a notice of appearance in the Debtor's case; (b) all entities listed in the Debtor's Schedules, except Abuse Survivors; (c) all entities that have previously filed proofs of claim in the Debtor's case; (d) any other entities or their counsel, including governmental units, known to Debtor as entities who may have General Creditor Claims against the estate; (e) any individuals or entities with potential indemnity or contribution claims; and (f) all parties or their counsel listed on the Service List as maintained pursuant to this Court's Case Management Order.

33. As set forth in paragraph 39, the Debtor shall make the following available to the public on one or more websites: (i) a notice of the Abuse Survivors Bar Date substantially in the form attached hereto as Exhibit D and incorporated herein by reference (the “Abuse Survivors Bar Date Notice,” and together with the General Creditor Bar Date Notice, each a “Bar Date Notice” and collectively, the “Bar Date Notices”); (ii) an Abuse Survivors Proof of Claim Form,

substantially in the form attached hereto as Exhibit B; (iii) a list of Abusers in substantially the form attached hereto as Exhibit E; and (iv) the Bar Date Order without Exhibits (together with the Abuse Survivors Bar Date Notice and the Abuse Survivors Proof of Claim Form, the "Abuse Survivor Bar Date Notice Package," and together with the General Creditor Bar Date Package, the "Bar Date Packages"). All of Exhibits to the Bar Date Order except Exhibits F, G, and L (the Cover Letter, the Newspaper Notice, and the Confidentiality Agreement) will also be available to the public on one or more websites.

34. The Debtor shall provide notice of the Abuse Survivors Bar Date by serving a cover notice in substantially the same form as in Exhibit F (the "Cover Letter") and the Abuse Survivor Notice Package on (i) Abuse Survivors that previously settled with the Debtor, (ii) Abuse Survivors that are represented by counsel, and (iii) the two unrepresented Abuse Survivors (the "Does") whom the Court determined at the June 1, 2011 hearing could participate in the Mediation Program (together with the individuals identified in paragraphs 29 and 35, the "Abuse Survivor Notice Parties").

35. The Debtor will also serve the Cover Letter and the Abuse Survivor Notice Package on all individuals Known to the Archdiocese to have:

- (i) Filed or threatened to file lawsuits against the Archdiocese that allege Abuse;
- (ii) Contacted the Archdiocese or are Known to the Archdiocese to have contacted any Catholic Entity to report that they were victims of Abuse, whether or not that individual's claim was considered to be substantiated or unsubstantiated;
- (iii) Received payment from or on behalf of the Debtor or are Known to the Archdiocese to have received payment from or on behalf of any Catholic Entity as a result of an

allegation of Abuse, including but not limited to Settled Abuse Survivors (whether they have received any or all payment owing as part of the settlement);

(iv) Participated in the Mediation Program but not entered into a settlement agreement;

(v) Been provided or referred to counseling, spiritual direction, or therapy support related to Abuse or been referred for same by the Debtor, or, if Known to the Debtor, by a Catholic Entity;

(vi) Had their names given to the Archdiocese or a representative of the Archdiocese as a potential Abuse Survivor; and

(vii) Contacted the Archdiocese or been the subject of a contact to the Archdiocese about a potentially improper relationship, improper conduct, overly close conduct, or other concerning conduct to the extent any of the foregoing would be suggestive of Abuse.

36. The Debtor will serve the individuals included in the preceding paragraphs 34 and 35 using the same confidentiality procedures as outlined in the July 7, 2011 Order Authorizing Special Confidentiality Procedures to Protect Abuse Survivors. The Debtor will send the Abuse Survivors notices directly to the Abuse Survivors, unless the Debtor Knows the Abuse Survivor is or was represented by counsel, in which case, the Debtor may serve the Abuse Survivor's counsel instead of serving the Abuse Survivor directly. After effectuating such service the Debtor is to file a certificate of service and file under seal a list of the Abuse Survivors whom were served.

37. The Debtor will serve all Abuse Survivors currently Known to the Debtor within fifteen (15) days of the entry of the Order. If the Debtor learns of names of additional Abuse

Survivors prior to the Abuse Survivors Bar Date, the Debtor will notify any subsequently identified Abuse Survivors within ten (10) days of learning of their identity.

38. The Debtor shall, pursuant to Bankruptcy Rule 2002(l), give notice by publication to certain creditors including: (i) unknown Abuse Survivors; (ii) those creditors to whom no other notice was sent and who are unknown or not reasonably ascertainable by the Debtor; (iii) known creditors with addresses unknown by the Debtor; and (iv) creditors with potential claims unknown by the Debtor.

39. Accordingly, the Debtor shall provide notice of the Bar Dates by causing a copy of a newspaper publication notice attached hereto as Exhibit G (the "Newspaper Notice"), a copy of a notice to be published/posted in parishes and Schools attached hereto as Exhibit H (the "Parish/School Notice"), and a copy of a notice to be mailed to certain individuals attached hereto as Exhibit I (the "Mailing Notice," collectively with the Newspaper Notice and the Parish/School Notice, the "Publication Notices") to be published as outlined below. The Publication Notices shall state that the following is available online: (i) an Abuse Survivors Proof of Claim Form; (ii) a definition of Abuse; (iii) a list of names, dates, locations, and years of service of the Abusers; (iv) if available, pictures of Abusers; (v) copies of the Bar Date Order, the General Creditor Bar Date Notice, the General Creditor Proof of Claim Form, and the Abuse Survivor Bar Date Notice; (vi) a video upload which provides the Mailing Notice in American Sign Language; (vii) a list of Schools and Parishes in the Region from 1950 to 2011; and (viii) a list of the Catholic Entities. The Publication Notices shall also provide contact information for requesting a complete Abuse Survivor Notice Package. The Parish/School Notice shall also state that it is published/posted at the request of Archbishop Jerome Listecky (the "Archbishop" or "Archbishop Listecky") and that it is not to be removed until the Bar Date.

(i) Publication of the Newspaper Notice (except for the La Crosse Tribune, which will publish a copy of the Mailing Notice) twice (in English) in each of the following publications, including electronic versions where cost-effectively available (once within thirty (30) days after entry of the Order and once approximately thirty (30) days before the Abuse Survivors Bar Date, except as noted below regarding the publication in USA Today):

Appleton Post-Crescent
Beaver Dam Daily Citizen
Catholic Herald
Chicago Tribune
Eau Claire Leader Telegram
Fond du Lac Reporter
Green Bay Press Gazette
Hometown Publications (all newspapers in the area served by the Archdiocese)
Janesville Messenger
Kenosha News
La Crosse Tribune (publication of the Mailing Notice)
Los Angeles Times
My Community Now (all newspapers)
Milwaukee Journal Sentinel
National Catholic Reporter
Racine Journal Times
Sheboygan Press
Superior Telegraph
USA Today (published once within 30 days after entry of the Order)
Waukesha Freeman
Wausau Daily Herald
West Bend Daily News
Wisconsin State Journal

(ii) Publication of the Newspaper Notice twice (in Spanish) in each of the following publications, including electronic versions where cost-effectively available (once within thirty (30) days after entry of the Order and once approximately thirty (30) days before the Abuse Survivors Bar Date):

Milwaukee Journal Sentinel
Spanish Journal

(iii) Publication of the Newspaper Notice twice (in Hmong) in the following publication, including the electronic version if cost-effectively available (once in the October 1, 2011 edition and once in the January edition):

HmongHello!

(iv) In addition, the Debtor shall provide further notice of the Bar Dates by taking the following measures:

(a) Providing a copy of the Mailing Notice, the Abuse Survivors Proof of Claim Form and the General Creditor Proof of Claim Form to the Parishes, Schools, and the Catholic Entities;

(b) Providing an 8.5" by 11" copy of the Parish/School Notice to the following parties within fifteen (15) days of the entry of the Order (i) Parishes: The Debtor shall provide the Parish/School Notice to all Catholic parishes (each, individually a "Parish" and collectively the "Parishes") in the Region and request that each Parish post the Parish/School Notice in a prominent location until the Bar Date; and (ii) Schools: The Debtor shall provide the Parish/School Notice to all Catholic daycares, preschools, kindergartens, elementary, middle, and high schools and orphanages in the Region (the "Schools") and request that each School post the Parish/School Notice in a teacher's lounge or similar space until the Bar Date. The Debtor shall send this request to each Parish and School by cover letter prepared and signed by Archbishop ListECKI requesting that the Parish/School Notice be posted. The Debtor will send an email once within thirty (30) days after entry of the Order and once approximately thirty (30) days prior to the Abuse Survivors Bar Date to the priests of the Archdiocese at the Parishes and the principal, director, or similar person at each of the Schools requesting that the Parishes and Schools confirm that the Parish/School Notice remains posted, and, if necessary, repost the Parish/School Notice;

(c) Within fifteen (15) days of the entry of the Order, Archbishop Listecki will prepare and sign a letter notifying Catholics in the Region of the Bar Dates and will request that, to the extent the Parishes publish parish bulletins, that each Parish in the Region include said letter in its parish bulletin once within thirty (30) days after entry of the Order and then the following language once a month thereafter until the Abuse Survivors Bar Date in the parish bulletin: "Reminder: The deadline for filing Abuse Survivor Claims in the Milwaukee Archdiocese Bankruptcy is February 1, 2012. More information is available at www.archmil.org/reorg/bardate.htm." Archbishop Listecki will also forward a copy of said letter to the recipients on the email distribution list used by Archbishop Listecki to communicate with Catholics and parishioners in the Region and will ask that, to the extent Parishes maintain an email list of parishioners, that the Parishes forward the letter to their parishioners on such email distribution lists;

(d) The Debtor will maintain a link on its homepage to a webpage (the "Webpage") containing the following information: (i) an Abuse Survivors Proof of Claim Form; (ii) a definition of Abuse; (iii) a list of names, dates, locations, and years of service of the Abusers; (iv) if available, pictures of Abusers; (v) copies of the Bar Date Order, the General Creditor Bar Date Notice, the General Creditor Proof of Claim Form, and the Abuse Survivor Bar Date Notice; (vi) a video upload which provides the Mailing Notice in American Sign Language; (vii) a list of Schools and parishes in the Region from 1950 to 2011; and (viii) a list of the Catholic Entities.

(e) The Debtor will post a link to Webpage on the following websites:

www.archmil.org
www.kccllc.net/archmil;

(f) By letter from the Archbishop, the Debtor will request that each parish that maintains a website provide a link to the Webpage;

(g) The Debtor and the Committee will maintain toll free numbers which may be used by potential claimants to ask questions or obtain copies of the Abuse Survivors Proof of Claim Form and the General Creditor Proof of Claim Form;

(h) By letter from the Archbishop, the Debtor will request Schools in the Region provide the Debtor with current alumni mailing lists, if any, and the Debtor will send the Mailing Notice to any individual that appears on lists provided by a School. The Debtor will determine if it physically possesses files from closed Schools, and if so, the Debtor will assess what files exist and determine whether it is practical to obtain names and addresses of students attending Schools at the time any Abusers worked or served at the Schools. The Debtor is not obligated to review any files not in its possession, custody or control, files from open Schools, or files from Schools that did not have an Abuser present at the School. Within thirty (30) days of entry of the Order, the Debtor shall notify the Committee of its assessment and will confer with Committee's counsel regarding further notice procedures, if any;

(i) The Debtor will request that the agencies listed on the Debtor's website at <http://www.archmil.org/offices/sexual-abuse-prevention/community-agencies.htm> that offer free services to victims of sexual abuse in the Region post the Mailing Notice in a prominent location;

(j) The Debtor will issue a press release announcing the Bar Dates within fifteen (15) days of the entry of the Order. The Debtor will use its best efforts to distribute the press release to the Schools, ministries, organizations, individuals and media

outlets that received such information in connection with the announcement of the Mediation Program in January 2004;

(k) Within fifteen (15) days of the entry of the Order the Debtor will mail a copy of the Abuse Survivor Bar Date Notice to each of the following individuals or entities within the Region: all police departments; the office of the District Attorney; the office of the Wisconsin Attorney General; all licensed therapists Known by the Archdiocese who work with survivors of Abuse; the regional headquarters of Alcoholics Anonymous and Narcotics Anonymous; and all drug treatment centers, hospitals and public libraries listed on Exhibit K; and

(l) The Debtor will file a certificate of notice by publication attesting to the efforts it made to comply with these procedures with the Court and file it in the Reorganization Case by February 15, 2012, but may file a series of certificates that collectively comprise the attestations.

40. The Publication Protocol described above is likely to reach the widest possible audience of creditors who may not otherwise have notice of this Reorganization Case.

41. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation and enforcement of this Order, including, but not limited, to jurisdiction to determine the effect of the failure to timely or properly file a Claim or to modify or extend the Bar Date upon proper notice and opportunity for objection and a hearing.

42. Nothing in this Order or the accompanying Exhibits will be probative for any purposes in this case except for determining compliance with the procedures outlined in this Order. Nothing in this Order, the accompanying exhibits, or Debtor's compliance with this Order shall be used as evidence of any relationship with a non-Debtor entity. The rights of the

Debtor and any other party in interest to object to any Claims for any reason or enforce any settlement or agreement are preserved and nothing in this Order or the procedures provided for in this Order shall prejudice the rights of the Debtor or any party in interest with respect to their rights to contest Claims or enforce existing agreements.

EXHIBIT A

General Creditor Proof of Claim Form

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: Archdiocese of Milwaukee		Case Number: 11-20059-svk
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503. This form should also not be used in connection with claims by Victims/Survivors.		
Name of Creditor (The person or other entity to whom the debtor owes money or property):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Telephone number:		Court Claim Number: _____ (if known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ _____ If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725 *) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
4. Secured Claim (see instruction #4 on reverse side). Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Describe: Value of Property: \$ _____ Annual Interest Rate: _____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side). DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a) (____)
Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		FOR COURT USE ONLY
Date:	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

<p>Court, Name of Debtor and Case Number: Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.</p> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p>	<p>4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.</p> <p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a): If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitle to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>7. Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date and Signature: The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p>
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DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim
A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgement of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provision of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

EXHIBIT B

Abuse Survivor Proof of Claim Form

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:

ARCHDIOCESE OF MILWAUKEE,

Debtor.

)
) Case No. 11-20059-svk
)
)
) Chapter 11
)
)
)

)

) **ABUSE SURVIVOR PROOF OF CLAIM**
)
)

IMPORTANT:
THIS FORM MUST BE RECEIVED NO LATER THAN
FEBRUARY 1, 2012 AT 4:00 P.M.

1. Please read the instructions included with this ABUSE SURVIVOR PROOF OF CLAIM FORM and complete ALL applicable questions. Please print clearly and use blue or black ink. Send the *original* to: **The United States Bankruptcy Court for the Eastern District of Wisconsin, Room 126, U.S. Courthouse, Attention: Archdiocese Clerk, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.**
2. You may wish to consult an attorney regarding this matter. You may also contact the attorneys for the Official Committee of Unsecured Creditors (Pachulski, Stang, Ziehl, & Jones LLP) at 1-888-496-8643 or Milwaukee.Archdiocese@pszjlaw.com for information or the Archdiocese's attorneys (Whyte Hirschboeck Dudek S.C.) at 1-877-609-3995 or archmilclaims@whdlaw.com.
3. When you are finished, please sign the proof of claim, write "CONFIDENTIAL-FILED UNDER SEAL" across the top of this Abuse Survivor Proof of Claim Form, place it in a sealed envelope, and write "ATTENTION ARCHDIOCESE CLERK -- CONFIDENTIAL-FILED UNDER SEAL" on the outside of the sealed envelope.
4. To be valid, the proof of claim must be signed by the Abuse Survivor or the Abuse Survivor's attorney. If the Abuse Survivor is deceased or incapacitated, the form may be signed by the Abuse Survivor's representative or the attorney for the estate. If the Abuse Survivor is a minor, the form may be signed by the Abuse Survivor's parent or legal guardian or the Abuse Survivor's attorney.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 and 3571

UNLESS YOU INDICATE OTHERWISE IN PART 1 BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL AND OUTSIDE THE PUBLIC RECORD BY THE UNITED STATES BANKRUPTCY COURT. THIS CLAIM WILL BE PROVIDED PURSUANT TO COURT-APPROVED GUIDELINES TO THE ARCHDIOCESE, COUNSEL TO THE ARCHDIOCESE, COUNSEL FOR COMMITTEE OF UNSECURED CREDITORS AND TO SUCH OTHER PERSONS AS THE COURT DETERMINES NEED THE INFORMATION IN ORDER TO EVALUATE THE CLAIM

PART 1. CONFIDENTIALITY

THIS ABUSE SURVIVOR PROOF OF CLAIM FORM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS, IF ANY) WILL BE MAINTAINED AS CONFIDENTIAL UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW.

I do not want this Proof of Claim Form (along with any accompanying exhibits and attachments, if any) to be kept confidential. Please verify this election by signing directly below.

Signature: _____

Print Name: _____

Please Continue to Next Page.

PART 2: IDENTIFYING INFORMATION

A. Abuse Survivor

First Name Middle Initial Last Name Jr/Sr/III

Mailing Address: (If Abuse Survivor is incapacitated, is a minor or is deceased, please provide the address of the individual submitting the claim).

City State/Prov. Zip Code (Postal Code) Country (if other than U.S.A.)

Telephone No. Home: Work: Cell:

Email address

May we leave voicemails for you regarding your claim? yes no

May we send confidential information to your email: yes no

Birth Date: Male Female
Month Day Year

Any other name or names by which Abuse Survivor has been known:

B. Abuse Survivor's Attorney (if any):

Law Firm Name

Attorney's First Name Middle Initial Last Name

Street Address

City State/Prov. Zip Code (Postal Code) Country (if other than U.S.A.)

Telephone No. Fax No. E-mail address

Please Continue to Next Page.

PART 3: NATURE OF THE ABUSE
(Attach additional sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE ARCHDIOCESE IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

a. Who abused you?

b. What was the abuser's position, title, or relationship to you (if you know)? (For example, was he or she your parish priest, teacher, coach, etc.?)

c. Where did the abuse take place? Please be specific. Include everything you can remember, including the city, state, church, school and/or parish where the abuse occurred.

d. When were you abused?

1. If the abuse took place over a period of time (months or years) please state when it started, when it stopped, and how many times it occurred.

2. Please also state your age(s) and your grade(s) in school at the time the abuse took place.

e. Please describe what happened to you. How were you abused?

f. Did you tell anyone about the abuse? (You might have told your parents, relatives, a friend, the Archdiocese, your parish priest, a teacher, your doctor, a coach, an attorney, a counselor, a police officer or other law enforcement authorities, or someone else? If you did tell someone, please write down who you told and when you told them.

g. Did you ever write a letter to or contact the Archdiocese, your parish, your school, or anyone else about the abuse? If so, and you have copies of any correspondence, please attach copies of the correspondence.

Please Continue to Next Page.

PART 4: IMPACT OF ABUSE

(Attach additional sheets if necessary)

(If you are uncertain how to respond to this Part 4, you may leave this Part 4 blank, but you will be required to complete this Part 4 within thirty (30) days after a written request is made for the information requested in this Part 4)

1. How did the abuse affect you? Specifically, have you sustained any injuries because of the abuse? (For example, did the abuse negatively affect your education, employment, personal relationships, health? Did it cause you emotional, physical, or psychological injuries?) If so, please describe those injuries.

2. Have you sought counseling or other treatment for your injuries? If so, with whom and when?

PART 5. ADDITIONAL INFORMATION

1. Settlements: Have you ever agreed to settle the abuse claim that is described in this proof of claim (whether or not you filed a lawsuit)?

Yes No If "Yes", please describe the settlement (the amount that was or will be paid to you, when and how it was or will be paid, the date of the settlement, and the parties to the agreement). You may attach a copy of the settlement agreement if you have one.

2. Bankruptcy. Have you ever filed bankruptcy? Yes No If "Yes", please provide the following information:

Name of Case: _____ Court: _____
Date filed: _____ Case No. _____
Chapter: 7 11 12 13 Name of Trustee: _____

Date: _____

Sign and print the name and title, if any, of the Abuse Survivor or other person authorized to file this claim.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Signature: _____

Print Name: _____

EXHIBIT C

Notice of Bar Dates for Filing of General Creditors' Proofs of Claim

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:

Case No. 11-20059-svk

ARCHDIOCESE OF MILWAUKEE,

Chapter 11

Debtor.

Hon. Susan V. Kelley

NOTICE OF BAR DATES FOR FILING OF GENERAL CREDITORS

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE ARCHDIOCESE OF MILWAUKEE:

PLEASE TAKE NOTICE that on January 4, 2011 (the "Petition Date") the debtor and debtor in possession in the above-captioned case (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtor, its address, case number, proof of claim forms and other relevant information related to this chapter 11 case may be obtained at: www.kccllc.net/ArchMil.

PLEASE TAKE FURTHER NOTICE that on [_____], 2011, the United States Bankruptcy Court for the Eastern District of Wisconsin (the "Court") entered an order (the "Bar Date Order") establishing certain claims bar dates in the Debtor's chapter 11 case. By the Bar Date Order, the Court established **October 17, 2011**, as the date by which general creditor claims must be filed (the "General Creditor Bar Date"). Except as described below, the Bar Date Order requires all Entities, including Governmental Units that have or assert any prepetition Claims against the Debtor to file proofs of claim with the Court so that their proofs of claim are received by October 17, 2011. Please note that the terms "Entity," "Governmental Unit" and "Claim" are defined below.

PLEASE TAKE FURTHER NOTICE that for your convenience, enclosed with this notice (the "Bar Date Notice") is a proof of claim form (the "Proof of Claim Form"), which identifies on its face the amount, nature and classification of your Claim(s), if any, listed in the Debtor's schedules of assets and liabilities and statements of financial affairs filed in this case (collectively, the "Schedules"). If this notice does not include a proof of claim form, a proof of claim form may be obtained from the Debtor's Noticing Agent at www.kccllc.net/archmil.

Daryl L. Diesing
Bruce G. Arnold
Michael E. Gosman
WHYTE HIRSCHBOECK DUDEK S.C.
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-4894
Telephone: (414) 273-2100
Facsimile: (414) 223-5000
Email: ddiesing@whdlaw.com
WHD/7838438.2

KEY DEFINITIONS

- As used in this Notice, the term “Entity” has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons (individuals, partnerships and corporations), estates, trusts, Governmental Units and the United States Trustee.
- As used in this Notice, the term “Governmental Unit” has the meaning given to it in section 101(27) of the Bankruptcy Code and includes the United States; states; commonwealths; districts; territories; municipalities; foreign states; or departments, agencies or instrumentalities of the foregoing.
- As used in this Notice, the term “Claim” shall mean, as to or against the Debtor and in accordance with section 101(5) of the Bankruptcy Code: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT MUST FILE A PROOF OF CLAIM. A CLAIMANT MAY ALSO OBTAIN INFORMATION FROM COUNSEL TO THE DEBTOR BY CALLING 877-609-3995 OR COUNSEL FOR THE UNSECURED CREDITORS COMMITTEE AT 1-888-496-8643.

I. WHO MUST FILE A PROOF OF CLAIM AND THE APPLICABLE BAR DATES

- A. **The Bar Dates:** The Bar Date Order establishes the following applicable bar dates for filing proofs of claim in this case:
1. **The General Bar Date.** Except as set forth below, pursuant to the Bar Date Order, all Entities holding Claims, including Governmental Units, and Claims filed under section 503(b)(9) of the Bankruptcy Code, against the Debtor (whether secured, unsecured priority, or unsecured nonpriority) that arose prior to or on January 4, 2011, are required to file proofs of claim by the General Bar Date –**October 17, 2011.**
 2. **The Rejection Damages Bar Date.** Any Entity whose Claim arises out of the Court-approved rejection of an executory contract or unexpired lease, in accordance with section 365 of the Bankruptcy Code and pursuant to an order entered prior to the confirmation of a chapter 11 plan in the Debtor’s chapter 11 case, must file a proof of claim on or before the [later of]: (i) the General Bar Date; (ii) the date that is twenty-eight (28) days after entry of an order approving the rejection of an executory contract or

unexpired lease pursuant to which the entity asserting the Rejection Damages Claim is a party. The later of these dates is referred to in this Notice as the "Rejection Damages Bar Date."

B. **Entities That MUST File Proofs of Claims by the General Bar Date:** Subject to the terms described above for holders of Claims subject to the Rejection Bar Date and except as set forth in paragraph F below, the following Entities must file proofs of claim on or before the General Bar Date:

1. any entity or person whose Claim against the Debtor is not listed in the Debtor's Schedules or whose Claim is listed in the Schedules as disputed, contingent or unliquidated and that desires to participate in this Chapter 11 case or share in any distribution in this Chapter 11 case; and
2. any entity or person that believes that its Claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its Claim allowed in a classification or amount other than that identified in the Schedules.

PLEASE NOTE THAT INDIVIDUALS ASSERTING CLAIMS ARISING FROM ABUSE FOR WHICH SUCH INDIVIDUALS BELIEVE THE ARCHDIOCESE OF MILWAUKEE MAY BE LIABLE ARE INSTRUCTED TO FILE AN ABUSE SURVIVOR PROOF OF CLAIM FORM, CONSISTENT WITH THE BAR DATE ORDER AND THE ABUSE SURVIVOR CLAIM BAR DATE NOTICE. ABUSE SURVIVORS MAY OBTAIN COPIES OF THESE FORMS BY (1) CONTACTING COUNSEL FOR THE DEBTOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING CENTRAL TIME), MONDAY THROUGH FRIDAY, AT 1-877-609-3995; (2) VISITING THE DEBTOR'S WEBSITE AT WWW.ARCHMIL.ORG/REORG/BARDATE.HTM; (3) VISITING THE DEBTOR'S NOTICING AGENT'S WEBSITE AT HTTP://WWW.KCCLL.NET/ARCHMIL; (4) VISITING THE OFFICE OF THE CLERK OF THE COURT, UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF WISCONSIN, ROOM 126, U.S. COURTHOUSE, 517 EAST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202 DURING REGULAR BUSINESS HOURS; (5) BY VISITING THE DEBTOR'S WEBSITE: (HTTP://WWW.ARCHMIL.ORG); OR (6) BY VISITING THE COMMITTEE'S WEBSITE AT HTTP://WWW.PSZJLAW.COM/MILWAUKEE.ARCHDIOCESE.HTML.

C. **Entities NOT Required to File Proofs of Claim by the General Bar Date:** The Bar Date Order further provides that the following Entities need not file proofs of claim by the General Bar Date or the Rejection Bar Date, as applicable:

1. any entity or person that has already properly filed a general creditor proof of claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Eastern District of Wisconsin;

2. any entity or person: (i) whose Claim is listed in the Schedules or any amendments thereto, and (ii) whose Claim is not described therein as “disputed,” “contingent,” or “unliquidated,” and (iii) who does not dispute the amount or classification of its Claim as set forth in the Schedules;
3. professionals retained by the Debtor or the Committee pursuant to orders of this Court, including Kurtzman Carson Consultants, who assert administrative claims for payment of fees and expenses subject to the Court’s approval pursuant to sections 330, 331(a) and 503(b) of the Bankruptcy Code;
4. any entity or person that asserts an administrative expense claim against the Debtor pursuant to sections 503(b)(1) through (8) of the Bankruptcy Code;
5. any entity or person or entity whose Claim against the Debtor has been allowed by an order of the Court entered on or before the applicable Bar Date; and
6. any entity or person or entity whose Claim has been paid in full.

II. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any Entity that is required to file a proof of claim, but fails to do so by the applicable Bar Date described in this General Creditor Bar Date Notice: (i) may be forever barred from (a) asserting such claim against the Debtor or its estate; (b) voting on any plan of reorganization or of liquidation filed in the Reorganization Case, and (c) participating in any distribution in the Reorganization Case on account of such claim, and that the Debtor need not provide further notices regarding such claim.

If it is unclear from the Schedules whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the applicable Bar Date. Any Entity that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein. Moreover, Entities who receive individualized proof of claim forms with this General Creditor Bar Date Notice as part of the General Creditor Bar Date Notice Package should verify the accuracy of the amount listed, if any, on such proof of claim form with the amount listed on the Schedules. Any Entity that relies on the amount listed on its individualized proof of claim form bears responsibility for determining that its Claim is accurately listed therein.

III. PROCEDURE FOR FILING PROOFS OF CLAIM BY GENERAL CREDITORS

- A. An executed General Creditor Proof of Claim must be submitted to the Court either by using the Court’s electronic filing system or by mailing or hand delivering the Claim to the Court. The Court’s electronic filing system is

available, free of charge, by visiting the following website:
<http://www.wieb.uscourts.gov/index.php/home/9-creditors/28-file-a-claim>.

General Creditor Proofs of Claim may also be mailed or delivered by messenger or overnight courier to the following address: United States Bankruptcy Court, Eastern District of Wisconsin, Room 126, U.S. Courthouse, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, on or before the applicable Bar Date. Proofs of claim sent by facsimile, telecopy, or e-mail will not be accepted. General Creditor Proofs of Claim must be received no later than 4:00 p.m. (prevailing Central Time) on the applicable Bar Date. Proofs of claim will be deemed filed only when actually received by the Court. If you filed electronically, and you wish to receive acknowledgement of the Court's receipt of your proof of claim, please contact the Clerk of Court at 414-297-3291. If you mailed or hand delivered your claim, and you wish to receive acknowledgement of the Court's receipt of your proof of claim, you must also submit by the applicable Bar Date and concurrently with submitting your original proof of claim: (i) one additional copy of your original proof of claim; and (ii) a self-addressed, stamped return envelope.

- B Proofs of claim must include all documentation required by Bankruptcy Rules 3001(c) and 3001(d), including an original or a copy of any written document that forms the basis of the Claim or, for secured Claims, evidence that the alleged security interest has been perfected.

IV. RESERVATION OF RIGHTS

The Debtor reserves the right to: (i) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, classification or otherwise; and (ii) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing contained in this Notice shall preclude the Debtor from objecting to any Claim, whether scheduled or filed, on any grounds.

V. ADDITIONAL INFORMATION

- A. You may be listed as the holder of a Claim against the Debtor in the Schedules. If you hold or assert a Claim that is not listed in the Schedules or if you disagree with the amount or priority of your Claim as listed in the Schedules, or your Claim is listed in the Schedules as contingent, unliquidated, or disputed, you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Clerk of the Court, United States Bankruptcy Court for the Eastern District of Wisconsin, Room 126 U.S. Courthouse, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. In addition, copies of the Debtor's Schedules and Bar Date Order may be obtained for a charge on the Internet at: the Court's website (<http://www.wieb.uscourts.gov>) by following the directions for accessing the ECF system on such website; or for free at the notice agent's website at <http://www.kccllc.net/ArchMil>, or on the Debtor's website at <http://www.archmil.org>.

- B. Questions concerning the contents of this Notice and requests for proofs of claim should be directed to Debtor at 877-609-3995 between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Central Time), Monday through Friday. **Please note that the Debtor's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.**

Dated this ____ day of ____, 2011.

ARCHDIOCESE OF MILWAUKEE
Debtor and Debtor-in-Possession
by its counsel,
Whyte Hirschboeck Dudek S.C.

By: _____
Daryl L. Diesing
State Bar No. 1005793
Bruce G. Arnold
State Bar No. 1002833
Michael E. Gosman
State Bar No. 1078872

P.O. ADDRESS:

555 East Wells Street, Suite 1900
Milwaukee, WI 53202
Telephone: (414) 273-2100
Facsimile: (414) 223-5000
Email: ddiesing@whdlaw.com
barnold@whdlaw.com
mgosman@whdlaw.com

EXHIBIT D

Notice of Deadline for Filing of Abuse Survivors Proofs of Claim

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:
ARCHDIOCESE OF MILWAUKEE,
Debtor.

Case No. 11-20059-svk
Chapter 11
Hon. Susan V. Kelley

NOTICE OF DEADLINE FOR FILING ABUSE SURVIVOR PROOFS OF CLAIM

**THIS IS AN IMPORTANT NOTICE
YOUR RIGHTS MIGHT BE AFFECTED**

**NOTE: FEBRUARY 1, 2012, AT 4:00 P.M. PREVAILING CENTRAL
TIME IS THE LAST DATE TO FILE ABUSE SURVIVOR PROOFS OF CLAIM**

TO ALL PERSONS WITH KNOWN OR POTENTIAL CLAIMS ARISING FROM ABUSE
FOR WHICH SUCH PERSONS BELIEVE THE ARCHDIOCESE OF MILWAUKEE IS
LIABLE:

On January 4, 2011 (the "Petition Date"), the Archdiocese of Milwaukee (the "Archdiocese") filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code. You should carefully read this notice if you believe that you have a claim arising from Abuse ("an "Abuse Survivor Claim") for which you believe the Archdiocese may be liable.

Par más información, por favor visite:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

Xav paub ntau ntxiv, thov mus saib:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

For purposes of filing an Abuse Survivor Claim, “Abuse” means: Any and all acts or omissions that the Archdiocese may be legally responsible for that in any way arise out of, are based upon, or involve sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually related psychological or emotional harm or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. A child or non-consenting adult may be Abused whether or not this activity involves explicit force, whether or not this activity involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the child or non-consenting adult.

A list of Abusers is attached to this notice. This list is not exhaustive. Possible abusers might include clergy members, employees, deacons, teachers, volunteers, or other personnel. The fact that this list does not include the name of the person who Abused you does not mean that you should not file an Abuse Survivor Proof of Claim Form.

The following additional information is available on the Official Committee of Unsecured Creditors’ website at www.pszjlaw.com/milwaukee.archdiocese.html: (i) an Abuse Survivor Proof of Claim Form; (ii) a list of names, dates, locations, and years of service of the Abusers; (iii) if available, pictures, of Abusers; (iv) copies of the Bar Date Order, and the Abuse Survivor Bar Date Notice; (v) a video upload which provides the Mailing Notice in American Sign Language; (vi) a list of Schools and Parishes in the area served by the Archdiocese from 1950 to 2011; and (vii) a list of Catholic-affiliated organizations located within the Archdiocese’s geographic boundaries (“the Catholic Entities”).

You may also obtain information or copies of the items listed above from: (A) counsel to the Official Committee of Unsecured Creditors (Pachulski, Stang, Ziehl & Jones LLP) at 1-888-496-8643; or (B) counsel to the Archdiocese (Whyte Hirschboeck Dudek S.C.) at 1-877-609-3995 or www.archmil.org/reorg/bardate.htm. You may wish to consult an attorney regarding this matter.

SUBMISSION DEADLINE

The United States Bankruptcy Court for the Eastern District of Wisconsin (the “Court”) has entered an order (the “Bar Date Order”) establishing **February 1, 2012 at 4:00 p.m.** (prevailing Central Time) (the “Abuse Survivor Bar Date”) as the last date and time for each Abuse Survivor to submit a proof of claim form. A copy of the proof of claim form that has been specifically tailored for claims of Abuse Survivors (the “Abuse Survivor Proof of Claim Form”) is included with this Notice. The Abuse Survivor Bar Date and the procedures set forth below apply to all Abuse Survivor Claims against the Archdiocese based upon Abuse that occurred before January 4, 2011.

WHO MUST SUBMIT A PROOF OF CLAIM FORM

If you believe that you have an Abuse Survivor Claim (which you may have even if you have never previously reported your Abuse or filed a lawsuit against the Archdiocese), **you must file an Abuse Survivor Proof of Claim Form** to maintain and/or preserve any claims that you have against the Archdiocese. **If you already filed a lawsuit against the Archdiocese prior to**

January 4, 2011, you must still submit an Abuse Survivor Proof of Claim Form to maintain and/or preserve your rights in the Archdiocese's chapter 11 case.

WHO SHOULD NOT FILE

You should not file an Abuse Survivor Proof of Claim Form if:

- Your Abuse Survivor Claim has already been paid in full unless you believe the mediation or settlement process resulted in a settlement that you believe is misleading or unfair;
- You hold an Abuse Survivor Claim that has been allowed by an order of the Court on or before the Abuse Survivors Bar Date;
- You hold an Abuse Survivor Claim under a mediation settlement and your only claim is for the unpaid amount stated in the settlement agreement; or
- You do not have a claim against the Archdiocese.

PROCEDURES FOR FILING AN ABUSE SURVIVOR PROOF OF CLAIM FORM

To submit an Abuse Survivor Proof of Claim Form, you must take the following steps:

- Fill out the Abuse Survivor Proof of Claim Form.
- **TO ENSURE YOUR CLAIM REMAINS CONFIDENTIAL, WRITE "CONFIDENTIAL-FILED UNDER SEAL" ACROSS THE TOP OF THE ABUSE SURVIVOR PROOF OF CLAIM FORM AND WRITE "ATTENTION: ARCHDIOCESE CLERK -- CONFIDENTIAL-FILED UNDER SEAL" ON THE EXTERIOR OF THE ENVELOPE. MAKE SURE YOU SEAL THE EXTERIOR ENVELOPE.**
- Return the completed Abuse Survivor Proof of Claim Form to the Court at the address set forth below no later than February 1, 2012 at 4:00 p.m. (prevailing Central Time). To ensure your claim remains confidential, do not electronically file the Abuse Survivor Proof of Claim Form. Abuse Survivor Proof of Claim Forms will be deemed timely submitted only when they are actually received by the Court no later than February 1, 2012 at 4:00 p.m. (prevailing Central Time).
- All Abuse Survivor Proof of Claim Forms, whether sent by U.S. mail, overnight delivery, courier service, or in person should be delivered to the following address, between the hours of 9:00 a.m. and 5:00 p.m. (prevailing Central Time).

United States Bankruptcy Court, Eastern District of Wisconsin
Room 126, U.S. Courthouse
Attention: Archdiocese Clerk
517 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

- Please note that Abuse Survivor Proof of Claim Forms submitted by facsimile, telecopy or electronic mail transmission will not be accepted and will not be deemed submitted. If you are returning an Abuse Survivor Proof of Claim Form by mail, allow sufficient mailing time so that the Abuse Survivor Proof of Claim Form is received on or before February 1, 2012 at 4:00 p.m. (prevailing Central Time). Abuse Survivor Proof of Claims Forms that are postmarked before the Abuse Survivor Claim Bar Date, but which are received by the Court after the Abuse Survivor Bar Date will be considered late.
- For additional copies of the Abuse Survivor Proof of Claim Form: (a) photocopy the Abuse Survivor Proof of Claim Form; (b) go to the website established by the Committee's counsel at <http://www.pszjlaw.com/milwaukee.archdiocese.html>; (c) go to Archdiocese's noticing agent's website at <http://www.kccllc.net/archmil>; (d) go to the website established by the Archdiocese at www.archmil.org/reorg/bardate.htm; (e) contact counsel for the Archdiocese at 1-877-609-3995; or (f) visit the office of the Clerk of the Court, United States Bankruptcy Court for the Eastern District of Wisconsin, Room 126, U.S. Courthouse, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, during regular business hours.
- **Please note that the Archdiocese's counsel, the Archdiocese's staff, and the Committee's Counsel are not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions about completing or submitting an Abuse Survivor Proof of Claim Form.**

CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM

The deadline for filing an Abuse Survivor Proof of Claim Form is **February 1, 2012 at 4:00 p.m. (prevailing Central Time)**. Any person who has an Abuse Survivor Claim and does not file an Abuse Survivor Proof of Claim by that date MAY NOT be treated as a creditor for voting or distribution purposes under any plan of reorganization and such claims may be subject to discharge. Failure to file an Abuse Survivor Claim may prevent such person from voting on any plan of reorganization in this case. Further, if such Abuse Survivor Claim is discharged, the Abuse Survivor Claimant will be forever barred and prevented from asserting his or her Abuse Survivor Claim against the Archdiocese or its property, and may not receive any payment or distribution in connection with such Abuse Survivor Claim.

CONFIDENTIALITY

Pursuant to the Bar Date Order, Abuse Survivor Proofs of Claim will remain confidential in this bankruptcy case, unless you elect otherwise in Part 1 of the Abuse Survivor Proof of Claim Form. Therefore, the Abuse Survivor Proof of Claim Form that you file will not be available to the general public, but will be kept confidential, except that the Clerk of Court will provide copies of the Abuse Survivor Proof of Claim Forms to the Archdiocese, the Archdiocese's bankruptcy counsel, the Committee's counsel, and upon request, to the United States Trustee and to the following parties and to any additional parties the Court directs but only

after each party agrees to keep the information provided in the Abuse Survivor Proof of Claim Forms confidential:

- (a) Insurance companies that provided insurance that may cover the claims described in the Abuse Survivor Proof of Claim Forms.
- (b) Any future claims representative appointed under a plan of reorganization or by the Court.
- (c) Any special arbitrator/claims reviewer appointed to review and resolve the claims of Abuse Survivors.
- (d) Any settlement trustee appointed to administer payments to Abuse Survivors.
- (e) Members of the Committee and their personal counsel (after the Abuse Survivor Proof of Claim Form has been redacted to hide the Abuse Survivor's name, address and any other information identified in Part 2(A) of the Abuse Survivor Proof of Claim Form).
- (f) Such other persons as the Court determines should have the information in order to evaluate Abuse Survivor Claims.

EXHIBIT E

List of Abusers

The following diocesan priests of the Archdiocese of Milwaukee have been (or would be if they were still alive) restricted from all priestly ministries due to substantiated reports of sexual abuse of a minor:

Raymond A. Adamsky, Fully Restricted from Priestly Ministry
James L. Arimond, Laicized
Ronald J. Bandle, Deceased
James W. Beck, Left Priestly Ministry
Franklyn W. Becker, Laicized
Michael C. Benham, Laicized
Frederick J. Bistricky, Deceased
Daniel A. Budzynski, Laicized
Peter A. Burns, Laicized
S. Joseph Collova, Excommunicated
Andrew P. Doyle, Laicized (Deceased)
William J. Effinger, Deceased
Ronald Engel, Fully Restricted from Priestly Ministry
George A. Etzel, Deceased
William J. Farrell, Deceased
James M. Flynt, Laicized
James M. Godin, Laicized
Edmund H. Haen, Deceased
David J. Hanser, Laicized
Harold A. Herbst, Deceased
George S. Hopf, Deceased
James N. Jablonowski, Fully Restricted from Priestly Ministry
Marvin T. Knighton, Laicized
John T. Knotek, Deceased
Michael J. Krejci, Fully Restricted from Priestly Ministry
Eugene T. Kreuzer, Deceased
Oswald G. Krusing, Deceased
Jerome E. Lanser, Fully Restricted from Priestly Ministry
Eldred B. Lesniewski, Deceased
Daniel J. Massie, Laicized
Lawrence C. Murphy, Deceased
Michael T. Neuberger, Dismissed from clerical state (case in appeal)
Richard W. Nichols, Deceased
George A. Nuedling, Deceased
John A. O'Brien, Laicized
Donald A. Peters, Laicized
Roger W. Schneider, Laicized
Clarence J. Schouten, Deceased
Vincent A. Silvestri, Deceased
Thomas A. Trepanier, Fully Restricted from Priestly Ministry
Jerome A. Wagner, Laicized
John C. Wagner, Fully Restricted from Priestly Ministry

Charles W. Walter, Fully Restricted from Priestly Ministry
Siegfried F. Widera, Deceased

EXHIBIT F

COVER LETTER

IF YOU WERE:

- Sexually touched or had your private parts touched
- Or were forced or tricked to touch someone else

BY A:

- Priest
- Deacon
- Teacher
- Employee
- Volunteer
- Or Other Person

THEN YOU SHOULD CAREFULLY READ THE ENCLOSED NOTICE

**ANY CLAIM THAT YOU MAY HAVE BASED UPON IMPROPER SEXUAL
CONTACT AGAINST THE ARCHDIOCESE OF MILWAUKEE MUST BE FILED BY
FEBRUARY 1, 2012.**

INSTRUCTIONS ON HOW TO FILE A CLAIM ARE INCLUDED IN THIS PACKAGE.

Par más información, por favor visite:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

Xav paub ntau ntxiv, thov mus saib:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

EXHIBIT G

Newspaper Notice

Abused in the Archdiocese of Milwaukee?

You may have a Claim.

**IF YOU WERE ABUSED BY A CLERGY
MEMBER, TEACHER, DEACON, EMPLOYEE,
VOLUNTEER, OR OTHER PERSON
CONNECTED WITH THE ARCHDIOCESE,
YOU MUST FILE A CLAIM BY**

FEBRUARY 1, 2012

AT 4:00 p.m. (PREVAILING CENTRAL TIME).

On January 4, 2011, the Archdiocese of Milwaukee (the "Archdiocese") filed for reorganization under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Wisconsin (the "Bankruptcy Court"), Case No. 11-20059.

For more information, including (i) an Abuse Survivor Proof of Claim Form, (ii) a definition of Abuse; (iii) a list of names, dates, locations, and years of service of the Abusers; (iv) if available, pictures of Abusers; (v) copies of the Bar Date Order, the General Creditor Bar Date Notice, the General Creditor Proof of Claim Form, and the Abuse Survivor Bar Date Notice; (vi) a video upload which provides the Mailing Notice in American Sign Language; and (vii) a list of Schools and Parishes in the Region from 1950 to 2011, you may contact:

1) Counsel for the Official Committee of Unsecured Creditors (Pachulski, Stang, Ziehl, & Jones LLP) at 1-888-496-8643 or <http://www.pszjlaw.com/milwaukee.archdiocese.html>; or

2) Counsel for the Archdiocese (Whyte Hirschboeck Dudek S.C.) at 1-877-609-3995 or www.archmil.org/reorg/bardate.htm.

Par más información, por favor visite:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

Xav paub ntau ntxiv, thov mus saib:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

EXHIBIT H

Parish/School Notice

YOU MAY HAVE A CLAIM AGAINST THE ARCHDIOCESE OF MILWAUKEE

On January 4, 2011, the Archdiocese of Milwaukee (the "Archdiocese") filed for reorganization under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Wisconsin, Case No. 11-20059.

**IF YOU WERE ABUSED BY ANY CLERGY MEMBER, TEACHER, DEACON, EMPLOYEE,
VOLUNTEER, OR OTHER PERSON CONNECTED WITH THE ARCHDIOCESE OF
MILWAUKEE, YOU MUST FILE A CLAIM BY**

**FEBRUARY 1, 2012
AT 4:00 p.m. (PREVAILING CENTRAL TIME).**

For more information, including (i) an Abuse Survivor Proof of Claim Form; (ii) a definition of Abuse; (iii) a list of names, dates, locations, and years of service of the Abusers; (iv) if available, pictures of Abusers; (v) copies of the Bar Date Order, the General Creditor Bar Date Notice, the General Creditor Proof of Claim Form, and the Abuse Survivor Bar Date Notice; (vi) a video upload which provides the Publication Notice in American Sign Language; and (vii) a list of Schools and Parishes in the Region from 1950 to 2011, you may contact:

- 1) Counsel for the Official Committee of Unsecured Creditors (Pachulski, Stang, Ziehl, & Jones LLP) at 1-888-496-8643 or www.pszjlaw.com/milwaukee.archdiocese.html; or
- 2) Counsel for the Archdiocese (Whyte Hirschboeck Dudek S.C.) at 1-877-609-3995 or www.archmil.org/reorg/bardate.htm.

Par más información, por favor visite:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

Xav paub ntau ntxiv, thov mus saib:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

This notice is posted at the request of the Archbishop. Please do not
remove the notice until February 1, 2012.

EXHIBIT I

Mailing Notice

YOU MAY HAVE A CLAIM AGAINST THE ARCHDIOCESE OF MILWAUKEE

On January 4, 2011, the Archdiocese of Milwaukee (the "Archdiocese") filed for reorganization under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Wisconsin, Case No. 11-20059.

IF YOU WERE ABUSED BY A CLERGY MEMBER, TEACHER, DEACON, EMPLOYEE, VOLUNTEER, OR OTHER PERSON CONNECTED WITH THE ARCHDIOCESE OF MILWAUKEE, YOU MUST FILE A CLAIM BY

FEBRUARY 1, 2012

AT 4:00 p.m. (PREVAILING CENTRAL TIME)

For more information, including (i) an Abuse Survivor Proof of Claim Form; (ii) a definition of Abuse; (iii) a list of names, dates, locations, and years of service of the Abusers; (iv) if available, pictures of Abusers; (v) copies of the Bar Date Order, the General Creditor Bar Date Notice, the General Creditor Proof of Claim Form, and the Abuse Survivor Bar Date Notice; (vi) a video upload which provides the Publication Notice in American Sign Language; and (vii) a list of Schools and Parishes in the Region from 1950 to 2011, you may contact:

1) Counsel for the Official Committee of Unsecured Creditors (Pachulski, Stang, Ziehl, & Jones LLP) at 1-888-496-8643 or www.pszjlaw.com/milwaukee.archdiocese.html; or

2) Counsel for the Archdiocese (Whyte Hirschboeck Dudek S.C.) at 1-877-609-3995 or www.archmil.org/reorg/bardate.htm.

Par más información, por favor visite:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

Xav paub ntau ntxiv, thov mus saib:

- www.pszjlaw.com/milwaukee.archdiocese.html
- www.archmil.org/reorg/bardate.htm

EXHIBIT J

Catholic Entities

Name

St. Francis de Sales Seminary
Sacred Heart School of Theology
Alverno College
Cardinal Stritch University
Marquette University

Mount Mary College
Marian University, Inc.
Pius XI High School
Thomas Moore High School
Catholic Central High School
St. Joseph High School
Catholic Memorial High School
Divine Savior Holy Angels High School, Inc.
St. Joan Antida High School, Inc.
Messmer High School
St. Catherine's High School
Dominican High School
St. Rose and St. Leo Catholic School
All Saints Catholic East School System, Inc.
Holy Wisdom Academy
Northwest Catholic School Association
St. Thomas Aquinas Academy Association
Consolidated Parochial Elementary School
Consolidated Catholic School, Lomira-Theresa
Waukesha Catholic School System, Inc.
Mary Queen of Saints Catholic Academy
St. Mary's Springs Academy
Child Development Center of St. Joseph
Columbia St Mary's Hospital Milwaukee, Inc.
Wheaton Franciscan Healthcare -St. Francis Inc.
Wheaton Franciscan, Inc-St. Joseph Campus
Wheaton Franciscan Healthcare -Elmbrook Memorial, Inc.
St. Catherine's Hospital Inc.

St. Mary's Hospital Ozaukee, Inc.
Wheaton Franciscan Health Care - All Saints, Inc.
St. Nicholas Hospital
Sacred Heart Rehabilitation Institute
St. Charles Youth and Family Services, Inc
Alexian Village of Milwaukee, Inc.
St. Ann Rest Home

St. Anne's Salvatorian Campus
Milwaukee Catholic Home
Clement Manor Health Center
St. Joseph's Home for the Aged
St. Monica's Senior Citizens Home, Inc.
Franciscan Villa of South Milwaukee, Inc.
Dominican Sisters of the Perpetual Rosary
St. Joseph Convent, General Motherhouse of the School Sisters of St.
Francis
Sisters of Charity of St. Joan Antida Convent (Presentation)

Society for the Propogations of the Faith, Holy Childhood Association dba
Society for the Propagation of the Faith, Archdiocese of Milwaukee
Community of St. Paul, Inc.
Christ Child Society, Inc. - Milwaukee Chapter
Priest's Purgatorial Society
St. Vincent de Paul Society of Milwaukee
Christ Child Society, Inc. - Fond du Lac Chapter
Legion of Mary
Milwaukee Archdiocesean Holy Name Union
Cursillos in Christianity
Campus Ministry of the Archdiocese of Milwaukee, University of
Wisconsin-Milwaukee, Newman Center
Campus Ministry of the Archdiocese of Milwaukee, University of
Wisconsin-Whitewater Campus Ministry (Whitewater)
Archdiocesan Marian Shrine

The Catholic Charismatic Renewal Office of Southeastern Wisconsin, Inc.
Catholic Charities of the Archdiocese of Milwaukee, Inc.
The Korean Catholic Community of Milwaukee
Milwaukee Catholic Press Apostolate
Clement Manor Retirement Community
Catholic Woman's Club, c/o PPG Management Consultants, LLC
St. Mark Latin American Center
The Sheboygan County Catholic Fund
St. Thomas More Lawyers Society
The Milwaukee Guild of the Catholic Medical Association
Casa Guadalupe Education Center, Inc.
St. Joseph Convent
Notre Dame of Elm Grove
Nazareth Center-Nazareth Court
Dominican Sisters of St. Catherine of Siena, Inc.

Carmel of the Mother of God
Convent of St. Catherine of Siena
St. Francis Convent, Motherhouse of the Sister of St. Francis of Assisi
Sisters of Charity of St. Joan Antida Convent (Regina Coeli)
Milwaukee Archdiocesan Office for World Mission
Our Blessed Lady of Victory Mission, Inc.
Society for the Propogations of the Faith, Archdiocese of Milwaukee

Exhibit K

Public Libraries, Hospitals, and Drug Treatment Centers

Archdiocese of Milwaukee; Public Libraries

Milwaukee Public Library	814 W. Wisconsin Avenue Milwaukee, WI 53233-2309
Atkinson Library	1960 W. Atkinson Avenue Milwaukee, WI 53209-6814
Bay View Library	2566 South Kinnickinnic Avenue Milwaukee, WI 53207-1654
Brown Deer Public Library	5600 W Bradley Road Milwaukee, WI 53223-3510
Capitol Library	7413 West Capitol Drive Milwaukee, WI 53216-1915
Center Street Library	2727 W. Fond du Lac Avenue Milwaukee, WI 53210-2624
Cudahy Family Library	3500 Library Drive Cudahy, WI 53110-1615
East Library	1910 East North Avenue Milwaukee, WI 53202-1125
Washington Park Library	2121 North Sherman Boulevard Milwaukee, WI 53208-1211
Forest Home Library	1432 West Forest Home Avenue Milwaukee, WI 53204-3228
Franklin Public Library	9151 West Loomis Road Franklin, WI 53132-9601
Greendale Public Library	5647 Broad Street Greendale, WI 53129-1887
Greenfield Public Library	5310 W. Layton Avenue Greenfield, WI 53220-4011
Hales Corners Public Library	5885 South 116 th Street Hales Corners, WI 53130-1707
Martin Luther King Library	310 West Locust Street Milwaukee, WI 53212-2345

Mill Road Library	6431 North 76 th Street Milwaukee, WI 53223-6199
North Shore Library	6800 N. Port Washington Rd. Milwaukee, WI 53217-3920
Oak Creek Public Library	8620 S. Howell Avenue Oak Creek, WI 53154-2996
Shorewood Public Library	3920 N. Murray Avenue Shorewood, WI 53211-2303
South Milwaukee Public Library	1907 10 th Avenue South Milwaukee, WI 53172-2003
St. Francis Public Library	4230 S. Nicholson Avenue St. Francis, WI 53235-5803
Tippecanoe Library	3912 South Howell Avenue Milwaukee, WI 53207-4422
Villard Avenue Library	3310 West Villard Avenue Milwaukee, WI 53209-4811
Wauwatosa Public Library	7635 West North Avenue Wauwatosa, WI 53213-1718
West Allis Public Library	7421 West National Avenue West Allis, WI 53214-4699
Whitefish Bay Public Library	5420 North Marlborough Drive Milwaukee, WI 53217-5347
Zablocki Library	3501 West Oklahoma Avenue Milwaukee, WI 53215-4136
Fond du Lac Library	32 Sheboygan Street Fond du Lac, WI 54935-4251
North Fond du Lac Public Library	719 Wisconsin Avenue North Fond du Lac, WI 54937-1335
Uptown Library	2419 63rd Street Kenosha, WI 53143-4331
Simmons Library	711 59th Place Kenosha, WI 53140-4145

Northside	1500 27 th Avenue Kenosha, WI 53140-4679
Southwest Library	7979 38 th Avenue Kenosha, WI 53142-2129
Racine Public Library	75 7th Street Racine, WI 53403-1201
Eastern Shores Library Systems	710 North 8th Street Sheboygan, WI 53081-4505
Walworth Memorial Library	101 Maple Street Walworth, WI 53184-9530

Archdiocese of Milwaukee; Hospitals

Wheaton Franciscan Medical Group	5000 West Chambers Street Milwaukee, WI 53210-1650
Aurora Sinai Medical Center	945 North 12 th Street Milwaukee, WI 53233-1305
St. Joseph Hospital	5000 West Chambers Street Milwaukee, WI 53210-1650
Aurora Medical Center	10400 75 th Street Kenosha, WI 53142-7884
Aurora St. Luke's Medical Center	2900 West Oklahoma Avenue Milwaukee, WI 53215-4330
Aurora South Shore Medical Center	5900 S. Lake Drive Cudahy, WI 53110-3171
Children's Hospital of Wisconsin	9000 West Wisconsin Avenue Milwaukee, WI 53226
Clement J. Zablocki Veterans Hospital	5000 West National Avenue Milwaukee, WI 53295-0002
Columbia St. Mary's Columbia Hospital	2323 North Lake Drive Milwaukee, WI 53211-4508
Columbia St. Mary's Milwaukee Hospital	13111 North Port Washington Road Mequon, WI 53097-

Community Memorial Hospital	W180 N8085 Town Hall Road Menomonee Falls, WI 53051
Elmbrook Memorial Hospital	19333 W. North Avenue Brookfield, WI 53045-4132
All Saint's Healthcare	3801 Spring Street Racine, WI 53405-1667
St. Luke Memorial Hospital	1320 Wisconsin Avenue Racine, WI 53403-1978
Memorial Hospital of Burlington	252 McHenry Street Burlington, WI 53105-1828
Froedtert Hospital	9200 West Wisconsin Avenue Milwaukee, WI 53226-3522
Milwaukee Regional Medical Center	9455 West Watertown Plank Road Milwaukee, WI 53226-3559
Oconomowoc Memorial Hospital	791 Summit Avenue Oconomowoc, WI 53066-3844
Orthopedic Hospital of Wisconsin	475 West River Woods Parkway Milwaukee, WI 53212-1081
Rogers Memorial Hospital	34700 Valley Road Oconomowoc, WI 53066-4500
Aurora West Allis Medical Center	8901 West Lincoln Avenue West Allis, WI 53227-2409
Wheaton Franciscan Healthcare St. Francis	3237 South 16 th Street Milwaukee, WI 53215-4526
The Wisconsin Heart Hospital	10000 W. Blue Mound Road Wauwatosa, WI 53226-4321
Waukesha Memorial Hospital	725 American Avenue Waukesha, WI 53188-5031

Milwaukee Substance Abuse Centers

Sunday Night Surrender	Park and Stowell 2647 N. Stowell Milwaukee, WI 53211
Summerfield Church	728 East Juneau Street Milwaukee, WI 53202
Galano Club	315 West Court Street Milwaukee, WI 53212
Salvation Army	1730 North 7 th Street Milwaukee, WI 53212
Great Lakes Recovery Center	241 Wright Street Milwaukee, WI 53212
Salem Lutheran Church	2400 North Cramer Street Milwaukee, WI 53211
Wisconsin Career Youth Development	2601 North Dr. Martin Luther King Drive Milwaukee, WI 53212
Central United Methodist Church	639 North 25 th Street Milwaukee, WI 53233
Saint Peter & Paul's Church	2480 North Cramer Milwaukee, WI 53211
Horizons	2511 West Vine Street Milwaukee, WI 53205
Project Heat Treatment	2904 West Wells Street Milwaukee, WI 53208
Our Savior Lutheran Church	3022 West Wisconsin Avenue Milwaukee, WI 53208
Starms Monumental	2407 West North Avenue Milwaukee, WI 53205
Friendship Club	2245 West Fond du Lac Avenue Milwaukee, WI 53205
Plymouth Church	2717 East Hampshire Milwaukee, WI 53211

All Saints Catholic Church	4060 North 26 th Street Milwaukee, WI 53206
Trinity Presbyterian Church	3302 North Sherman Boulevard Milwaukee, WI 53216
Twelve Step Club	4102 West Townsend Milwaukee, WI 53216
St. Joseph's Hospital	5000 West Chambers Street Milwaukee, WI 53210
St. Mary's National Catholic Church	5903 West Mitchell Street Milwaukee, WI 53214

Drug Rehab Addiction Centers in Milwaukee

Comprehensive Counseling Services	2015 East Newport Avenue Milwaukee, WI 53211
The Cedars Drug and Alcohol Rehab	717 North Jefferson Street #2 Milwaukee, WI 53202
Wisconsin Correctional Services	621 South 4th Street Milwaukee, WI 53204-1504
Quality Addiction Management	1610 Miller Parkway Milwaukee, WI 53214-3604
Aurora Psychiatric Hospital	1220 Dewey Avenue Milwaukee, WI 53213-2504
Rogers Memorial Hospital	11101 West Lincoln Avenue West Allis, WI 53227-1133
Curative Care Network	149 Wisconsin Avenue Waukesha, WI 53186
Crestwood Group Home	301 Crestwood Drive Waukesha, WI 53188
Century House	1130 Northview Road Waukesha, WI 53188
ARO Counseling Centers, Inc.	6815 West Capitol Drive Suite 301 Milwaukee, WI 53216

Covenant Behavioral Health	2400 West Villard Avenue Milwaukee, WI 53209
Cedar House, LLC	3900 West Oklahoma Avenue Milwaukee, WI 53215
Cedar Creek Counseling Center North	6815 West Capitol Drive Milwaukee, WI 53216
Renew Counseling Services (South side location)	1225 W. Mitchell St., Suite 213 Milwaukee, WI 53204
Shorehaven	7711 N. Port Washington Road Glendale, WI 53217-3130
Addiction Resource Council, Inc.	W228 N683 Westmound Drive Waukesha, WI 53186
Impact Alcohol And Other Drug Abuse Services	1126 South 70th Street, Suite 116, Milwaukee, WI 53214
Teen Challenge	727 North 31st Street Milwaukee, WI 53208-3937
Gerald Edward Sullivan	6040 W Lisbon Avenue Milwaukee, WI 53210
Matt Talbot Recovery Center	2613 West North Avenue Milwaukee, WI 53205-1056
Selahattin Kurter	1661 North Water Street Milwaukee, WI 53202
Aurora Psychiatric Hospital	1220 Dewey Avenue Wauwatosa, WI 53213-2504
Ravenswood Clinic	2266 North Prospect Avenue Milwaukee, WI 53202
Genesis Behavioral Services Inc	230 West Wells Street Milwaukee, WI 53203-1700
Zablocki Veterans Affairs Medical Center	5000 West National Avenue Milwaukee, WI 53295-0001
Genesis Detoxification Center	2835 North 32nd Street Milwaukee, WI 53210-1915

Genesis Behavioral Services Inc	2436 North 50th Street Milwaukee, WI 53210-2814
Multi Cultural Counseling Services	1225 West Mitchell Street Milwaukee, WI 53204
Recovery Network	1314 West National Avenue Milwaukee, WI 53204-2114
Meta House Inc	2266 North Prospect Avenue Milwaukee, WI 53202
American Behavioral Clinic	9720 West Bluemound Road Milwaukee, WI 53226
American Behavioral Clinic	7330 West Layton Avenue Milwaukee, WI 53220
ARO Counseling Centers Inc.	8200 West Brown Deer Road Milwaukee, WI 53223
Dennis C. Hill Harm Reduction Center	820 North Plankinton Avenue Milwaukee, WI 53203
Genesis Behavioral Services Inc.	6737 West Washington Street, Suite 2210 West Allis, WI 53214
Harambee-Ombudsman Project Inc.	335 West Wright Street Milwaukee, WI 53212
Horizon House	2511 West Vine Street Milwaukee, WI 53205
Lutheran Social Services	1545 South Layton Boulevard Milwaukee, WI 53215
Meta House Inc.	2626 North Bremen Street Milwaukee, WI 53212
Meta House Inc.	2625 North Weil Street Milwaukee, WI 53212
Milwaukee Health Service Systems	4383 North 27 th Street Milwaukee, WI 53216
Milwaukee Health Service Systems	4800 South 10 th Street Milwaukee, WI 53221

Multi-Cultural Counseling Services	3975 North 68 th Street, Lower Level Milwaukee, WI 53216
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EXHIBIT L

Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

I, _____, state the following:

1. I am aware that pursuant to the order of the United States Bankruptcy Court for the Eastern District Court of Wisconsin in case No. 11-20059 (the "Bankruptcy Case") [Docket No. ____], I cannot have access to any Abuse Survivor Proofs of Claims and information contained therein unless I enter into this Confidentiality Agreement (a "Confidentiality Agreement").

2. I understand that the information contained on the Abuse Survivor Proofs of Claim, including but not limited to the names and other personal identification information of an Abuse Survivor or alleged abuser, is confidential (the "Confidential Information") and I will not provide any Abuse Survivor Proofs of Claim forms to any individual, or share any Confidential Information, with any individual that has not entered into a Confidentiality Agreement concerning the Abuse Survivor Proofs of Claim.

3. I shall use or cause the Confidential Information only to assist me in performing my functions in the Bankruptcy Case and in a manner consistent with the terms and conditions of this Confidentiality Agreement. At no time shall I use the Confidential Information for the benefit of myself or any other third person. Nor shall I use the Confidential Information for any other purpose or proceeding, including but not limited to, any other legal proceedings of any nature, for purposes of evaluation or compiling demographic or statistical information about victim abuse claims against the Archdiocese or any other organization, or for purposes of evaluating or compiling demographic or statistical information about victim abuse claim settlements paid by the Archdiocese or any other organization.

4. In the event that I am subpoenaed or otherwise required to give testimony regarding any Confidential Information, I agree to immediately notify the affected Abuse Survivors and the Archdiocese, through its counsel, and to assist the affected Abuse Survivors and the Archdiocese and its counsel in preventing the disclosure of any Confidential Information. The notice required by this section shall be provided to the affected Abuse Survivors and:

Daryl L. Diesing, Bruce G. Arnold and Michael E. Gosman
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
414-978-5523
ddiesing@whdlaw.com
barnold@whdlaw.com
mgosman@whdlaw.com

5. This Confidentiality Agreement creates a continuing and permanent obligation to maintain confidentiality and shall not terminate at the conclusion of the Bankruptcy Case.

6. In the event I breach this Confidentiality Agreement, the Affected Abuse Survivors and the Archdiocese shall be entitled, in addition to whatever other remedies are or might be available at law or in equity, to compel specific performance by me or to obtain injunctive relief preventing any further breach, including, without limitation, immediate return of all Confidential Information, and including all reasonable attorneys fees and costs incurred as a result of any breach, and I shall not oppose such relief.

7. I further understand that any breach of this Confidentiality Agreement may give rise to sanctions for contempt of court, and to separate legal and equitable recourse by the adversely affected party. I further consent to the exercise of personal jurisdiction by the United States Bankruptcy Court for the Eastern District of Wisconsin and waive any objection as to venue in connection with any effort to enforce this Confidentiality Agreement.

I declare under penalty of perjury of the laws of the United States of America that
the foregoing is true and correct and that this Confidentiality Agreement is executed on the
____ day of _____, 2011 at _____ in _____.

Signature

Printed Name

Employer

#####

EXHIBIT 18

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	Section “A”
ORLEANS,	§	
	§	Chapter 11
Debtor.¹	§	

ORDER FIXING TIME FOR FILING PROOFS OF CLAIMS; APPROVING PROOF OF CLAIM FORMS; PROVIDING FOR CONFIDENTIALITY PROTOCOLS; AND APPROVING FORM AND MANNER OF NOTICE

Considering the Ex Parte Motion for an Order Establishing Deadlines for Filing Proofs of Claims; Approving Proof of Claim Forms; and Approving Form and Manner of Notice Thereof (the “**Motion**”) [Docket No. 200] filed by The Roman Catholic Church of the Archdiocese of New Orleans, Debtor-In-Possession (the “**Debtor**”). It appears that the Motion was brought in compliance with the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”) and Louisiana Eastern District Local Bankruptcy Rules (“**Local Rules**”); that a preliminary objection, as supplemented (the “**Objection**”), was filed by the Official Committee of Unsecured Creditors appointed in this case (the “**Committee**”); the Court having considered the Motion, the Objection, the representations and arguments of counsel at the hearing on the Motion; the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and § 157, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that notice of the Motion is appropriate and no other or further notice is required; that the relief requested in the Motion, as modified and granted herein, is in the

¹ The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

best interest of the Debtor's estate, its creditors, and other parties-in-interest, and necessary and appropriate for establishing procedures; and that sufficient cause exists. Therefore,

IT IS HEREBY ORDERED that:

1. The Motion is granted, as modified and set forth in this Order.

FORMS

2. The Sexual Abuse Proof of Claim Form, the General Claims Bar Date Notice, the General Creditor Proof of Claim Form, the Permitted Party Confidentiality Agreement, the Sexual Abuse Claims Bar Date Notice, and the Publication Notice, in substantially the forms annexed hereto as Exhibits A, B, C, D, E, and F, respectively, and the Publication Notice Plan and Protocol (the "**Publication Plan**"), set forth on Exhibit G hereto, are approved.

NOTICE

3. The form and manner of notices as approved herein fulfill the notice requirements of the Bankruptcy Rules and the Local Rules, and notice of the bar dates in the form and manner as approved herein is fair and reasonable, and will provide sufficient and due notice to all creditors of their rights and obligations in connection with claims they may assert against the Debtor's estate in this chapter 11 case. Accordingly, the Debtor is authorized and directed to serve and/or publish the notices in the manner described herein.

BAR DATES

4. The General Claims Bar Date: Except as provided in paragraph 7 of this Order, any entity holding a pre-petition claim against the Debtor **must** submit a proof of claim in accordance with the procedures described herein **so that it is received on or before November 30, 2020, 5:00 p.m. (Central Time)** (the "**General Claims Bar Date**"). The General Claims Bar Date applies to all persons and entities excluding governmental units and Sexual Abuse Claimants, addressed in

paragraph 6, that assert claims, as defined in § 101(5) of the Bankruptcy Code, 11 U.S.C. §101 et seq. (the “**Bankruptcy Code**”) against the Debtor (whether secured, unsecured priority, or unsecured non-priority) that arose prior to or on May 1, 2020 (the “**Petition Date**”). The General Claims Bar Date shall be identified in the General Claims Bar Date Notice and the Publication Notice.

5. The Government Unit Claims Bar Date: Except as provided in paragraph 7 of this Order, any government unit holding a pre-petition claim against the Debtor **must** submit a proof of claim in accordance with the procedures described herein **so that it is received on or before November 30, 2020, 5:00 p.m. (Central Time)** (the “**Government Unit Claims Bar Date**”). The Government Unit Bar Date applies to all persons and entities excluding General Claims and Sexual Abuse Claimants, addressed in paragraph 6, that assert claims, as defined in § 101(5) of the Bankruptcy Code, against the Debtor (whether secured, unsecured priority, or unsecured non-priority) that arose prior to or on the petition date. The Government Unit Claims Bar Date shall be identified in the General Claims Bar Date Notice and the Publication Notice.

6. Except as provided in paragraph 7 of this Order, any entity holding a prepetition claim arising from Sexual Abuse for which the individual believes the Debtor may be liable, **must** submit a proof of claim in accordance with the procedures described herein **so that it is received on or before March 1, 2021, 5:00 p.m. (Central Time)** (the “**Sexual Abuse Claims Bar Date**”). The Sexual Abuse Claims Bar Date shall be identified in the Sexual Abuse Claims Bar Date Notice and the Publication Notice. For the purposes of this Order, Sexual Abuse is defined as any of the following acts:

- a. Touching by the abuser of the person’s intimate body parts (genitals, breasts, or buttocks), the touching by the person of the abuser’s intimate body parts, showing pictures of the person’s body or other persons’ bodies, taking pictures of the person’s body, showing

pornography, or making images of the person while naked or engaged in any sexual activity, or any sexualized interaction including observing the person in bathing, toileting, or undressing that was made possible by the abuser's position of authority, or by the inducement of the abuser, or;

- b. sexual intercourse, simulated intercourse, masturbation, cunnilingus, fellatio, anal intercourse, or any intrusion, however slight, to the genital or anal openings:
 - (i) Of the person's body by any part of the abuser's body or any object used by the abuser for this purpose; or
 - (ii) Of the person's body by any part of the body of the abuser or by any part of the body of another person, or by any object used by the abuser or another person for this purpose; or
- c. Inappropriate physical contact and/or contact that infringes upon another's personal, physical boundaries including but not limited to groping, kissing, extended hugging, and/or any unwelcomed touching; or
- d. Grooming or trying to create a special relationship, including but not limited to: talk of a sexual nature, talk of a romantic nature, communications expressing individual love to the person, as opposed to a salutation, providing material resources or experiences which induce the person into a relationship where trust is then violated.

FILING PROOFS OF CLAIM

7. The following entities, whose claims otherwise would be subject to the General Claims Bar Date, the Government Claims Bar Date or the Sexual Abuse Claims Bar Date, shall **not** be required to file proofs of claim in this chapter 11 case:

- a. Any person or entity that has already properly filed a proof of claim against the Debtor with the Clerk of the Court for the United States Bankruptcy Court for the Eastern District of Louisiana (the "**Court**") or with Donlin, Recano & Company, Inc., the Debtor's claims, noticing and solicitation agent ("**DRC**"). Notwithstanding the foregoing, **Sexual Abuse Claimants that previously filed with the Court a proof of claim on account of a Sexual Abuse Claim using a form other than the Sexual Abuse Proof of Claim Form, including Official Bankruptcy Form No. 410, will subsequently be notified that such claimant must refile his or her claim using the Sexual Abuse Proof of Claim form. Any such refiled Sexual**

Abuse Proof of Claim shall relate back for purposes of timeliness to the date that such claimant's original claim was filed, *provided* it is refiled no later than 45 days after written notice is given to such claimant to refile his or her claim.;

b. Any person or entity: (i) whose claim is listed in the Debtor's filed schedules or any amendments thereto; and (ii) whose claim is not described therein as "disputed," "contingent," or "unliquidated;" and (iii) who does not dispute the amount or classification of its claim as set forth in the schedules;

c. Professionals retained by the Debtor or the Committee pursuant to orders of this Court, who assert administrative claims for payment of fees and expenses subject to the Court's approval pursuant to §§ 330, 331, and 503(b) of the Bankruptcy Code;

d. Any person or entity that asserts an administrative expense claim against the Debtor pursuant to § 503(b) and § 507(a)(2) of the Bankruptcy Code;

e. Any person or entity whose claim against the Debtor has been allowed by an Order of the Court entered on or before the applicable bar date;

f. Any person or entity whose claim has been paid in full. For the avoidance of doubt, this does not include Sexual Abuse Claimants who were paid pursuant to settlement agreements but believe they have additional claims against the Debtor beyond what was agreed to in the settlement (a "**Settling Abuse Survivor**"); and

g. Any holder of a claim for which a separate deadline is (or has been) fixed by this Court.

8. By virtue of the foregoing, the following entities **must** file or submit a proof of claim on or before the applicable bar date:

a. Any person or entity whose prepetition claim against the Debtor is not listed in the Debtor's schedules or whose prepetition claim is listed in the Schedules but is listed as disputed, contingent or unliquidated, and that desires to participate in this case or share in any distribution in this case;

b. Any person or entity that believes that its prepetition claim is improperly classified in the schedules or is listed in an incorrect

amount and that desires to have its claim allowed in a classification or amount other than that identified in the schedules; and

c. Any Sexual Abuse Claimant who believes that he or she has a claim against the Debtor, including but not limited to, Sexual Abuse Claimants who have previously filed lawsuits against the Debtor, Sexual Abuse Claimants who previously gave notice to the Debtor or a Parish² or any Non-Debtor Catholic Service Entity³ of their Sexual Abuse (including informal notice thereof), and Sexual Abuse Claimants who have never filed a lawsuit, entered into a settlement or reported their sexual abuse to the Debtor or any Parish or Non-Debtor Catholic Service Entity.

9. Any entity or person that is required to file a proof of claim in this chapter 11 case pursuant to the Bankruptcy Code, the Bankruptcy Rules, or this Order with respect to a particular claim against the Debtor, but that fails to submit its claim by the applicable bar date, may not be treated as a creditor with respect to such claim for the purposes of voting on and distribution under any chapter 11 plan proposed and/or confirmed in this case and may be barred from asserting claims against the Debtor. Claimants should refer to the Sexual Abuse Bar Date Notice and / or the Publication Notice regarding Sexual Abuse Claims against any Parish, School, or Non-Debtor Catholic Service Entity.

10. The Debtor shall retain the right to: (i) dispute, or assert offsets or defenses, including but not limited to any declinatory, dilatory, or peremptory exceptions as may be applicable, against any filed claim or any claim listed or reflected in the schedules as to nature, amount, liability, classification, or otherwise; and (ii) subsequently designate any claim as disputed, contingent, or unliquidated.

² “Parish” shall mean any of the entities listed on Exhibit H annexed which includes Suppressed Parishes.

³ “Non-Debtor Catholic Service Entity” shall mean any of the entities listed on Exhibit I annexed hereto.

REQUIREMENTS FOR PROOF OF CLAIM FORMS

11. Each general creditor proof of claim form must: (a) be written in English; (b) be denominated in lawful currency of the United States as of the petition date; (c) have attached copies of any writings upon which the claim is based, including evidence that a security interest has been perfected for any secured claims; and (d) be originally executed and delivered to Donlin, Recano & Company, Inc.

If sent by mail, send to: Donlin, Recano & Company, Inc., Re: The Roman Catholic Church of the Archdiocese of New Orleans, P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219.

If sent by hand delivery or overnight delivery service, send to: Donlin, Recano & Company, Inc., Re: The Roman Catholic Church of the Archdiocese of New Orleans, 6201 15th Avenue, Brooklyn, NY 11219.

To submit a General Creditor Proof of Claim Form electronically, log on to the website portal located at: www.NOLAchurchclaims.com (the “**DRC Claims Portal**”) and follow the instructions set forth therein.

Proof of claim forms sent by mail, hand delivery, or overnight courier must be received by the General Claims Bar Date or the Government Unit Claims Bar Date as applicable. (proofs of claim sent by facsimile or e-mail **other than** as set forth in the DRC Claims Portal will **not** be accepted).

12. In addition to being available in English, the Sexual Abuse Proof of Claim Form will also be available in Spanish and Vietnamese because of the large Hispanic and Vietnamese communities in the geographic territory of the Debtor (the “**Region**”). To obtain a copy of a Sexual Abuse Proof of Claim Form please visit Donlin, Recano & Company Inc.’s website at <https://www.donlinrecano.com/Clients/rcano/Static/ProofOfClaim>. Each Sexual Abuse Proof of Claim Form filed must: (a) be written in English, Spanish, or Vietnamese, as applicable and (b) be

signed, and delivered, to Donlin, Recano & Company, Inc., on or before the Sexual Abuse Claims Bar Date.

If sent by mail, send to: Donlin, Recano & Company, Inc., Re: The Roman Catholic Church of the Archdiocese of New Orleans, P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219.

If sent by hand delivery or overnight courier, send to: Donlin, Recano & Company, Inc., Re: The Roman Catholic Church of the Archdiocese of New Orleans, 6201 15th Avenue, Brooklyn, NY 11219.

All Sexual Abuse Proof of Claim Forms sent by mail, hand delivery, or overnight courier must be received by the Sexual Abuse Claims Bar Date. In addition to mail or hand delivery, Sexual Abuse Proof of Claim Forms may be submitted electronically.

To submit a Sexual Abuse Proof of Claim Form electronically, log on to the website portal located at: <https://www.donlinrecano.com/Clients/rcano/FileSexualAbuseClaim> (the “**DRC Claims Portal**”) and follow the instructions set forth therein.

Sexual Abuse Claims filed electronically through the DRC Claims Portal must be submitted before the Sexual Abuse Claims Bar Date. Sexual Abuse Proofs of Claim sent by facsimile or by e-mail **other than** as set forth in the DRC Claims Portal will **not** be accepted.

13. To be valid, a proof of claim form must be signed by the Claimant. Electronic signatures will be accepted as valid. If the Claimant is deceased or incapacitated, the form must be signed by the Claimant’s court-appointed representative or attorney for the Claimant’s estate. If the Claimant is a minor, the form must be signed by the Claimant’s parent or legal guardian or attorney. Any proof of claim form signed by a representative or legal guardian must attach documentation establishing such person’s authority to sign the proof of claim form for the Claimant. The Debtor, in consultation with the Committee, may agree to waive any defects or irregularities as to any Sexual Abuse Proof of Claim.

CONFIDENTIALITY PROTOCOLS

14. Sexual Abuse Proof of Claim Forms shall be submitted pursuant to the following

Confidentiality Protocol:

- a Sexual Abuse Claimants are directed to mail or deliver the original Sexual Abuse Proof of Claim Form to Donlin, Recano & Company, Inc. If sent by mail, send to: Donlin, Recano & Company, Inc., Re: The Roman Catholic Church of the Archdiocese of New Orleans, P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219, or if sent by hand delivery or overnight courier, send to: Donlin, Recano & Company, Inc., Re: The Roman Catholic Church of the Archdiocese of New Orleans, 6201 15th Avenue, Brooklyn, NY 11219. Sexual Abuse Proof of Claim Forms may also be submitted electronically on the DRC Claims Portal located at <https://www.donlinrecano.com/Clients/rcano/FileSexualAbuseClaim>.
- b Sexual Abuse Proof of Claim Forms submitted by Sexual Abuse Claimants will not be available to the general public unless a Sexual Abuse Claimant affirmatively indicates his or her desire that the proof of claim be made public in Part 1 of the Sexual Abuse Proof of Claim Form. The Confidentiality Protocol is for the benefit of the Sexual Abuse Claimants. Accordingly, Sexual Abuse Claimants may elect to make any of the information contained in a Sexual Abuse Proof of Claim Form public, even if they elected to file the Proof of Claim confidentially; provided, however, that notwithstanding that a Sexual Abuse Claimant may disclose information on such claimant's Sexual Abuse Proof of Claim, such disclosure shall not constitute a waiver of confidentiality and no other party may disclose any information from such Sexual Abuse Proof of Claim, except as allowed by Permitted Parties, as defined below.
- c Sexual Abuse Proof of Claim Forms submitted by a Sexual Abuse Claimant shall be held and treated as confidential by the Debtor and Debtor's counsel and upon request to the parties listed below (the "**Permitted Parties**"), subject to each Permitted Party executing and returning to Debtor's counsel a confidentiality agreement in the form of Exhibit D annexed hereto (the "**Confidentiality Agreement**"), and to such other persons as the Court determines.⁴ Executed Confidentiality Agreements shall be provided to counsel to the Debtor and counsel to the Committee. Permitted Parties shall

⁴ Unless otherwise specified herein, access to the Sexual Abuse Proof of Claim Forms extends only to the natural person who executes the Confidentiality Agreement. A separate Confidentiality Agreement must be signed by each natural person who seeks access to the records on behalf of a Permitted Party.

not disclose the contents of any Sexual Abuse Claim Form unless expressly authorized pursuant to Part 1 of the Sexual Abuse Claim Form, even if the Sexual Abuse Claimant disclosed some or all of the information contained in the form. Counsel to the Debtor and the Committee shall only be required to execute a single Confidentiality Agreement per law firm.

- d The Permitted Parties (the “**Permitted Party List**”) includes:
- i. Counsel to the Debtor retained pursuant to an order of the Bankruptcy Court, including partners, counsel, associates, and employees of such counsel;
 - ii. The Archbishop of the Archdiocese of New Orleans (the “**Archbishop**”) and employees of the Debtor or Parish or Non-Debtor Catholic Service Entity who are necessary to assist the Archbishop in reviewing and analyzing the Sexual Abuse Claims;
 - iii. Counsel for the Committee, including partners, counsel, associates, and employees of such counsel. For the avoidance of doubt, counsel for the Committee does not include counsel to members of the Committee;
 - iv. Insurance companies or their successors, including any authorized claim administrators of such insurance companies, that issued or allegedly issued policies to the Debtor that may cover the claims described in the Sexual Abuse Proof of Claim Forms, and their reinsurers and attorneys, upon consent of the Debtor and the Committee;
 - v. Any unknown claims or future claims representative appointed pursuant to an order of the Court in this case;
 - vi. DRC, the claims, noticing, and solicitation agent in this case, and any employees of DRC;
 - vii. Any mediator appointed pursuant to an order of this Court to mediate the terms of a settlement or Plan of reorganization in this case;
 - viii. Any special arbitrator/claims reviewer appointed to review and resolve the claims of Sexual Abuse Claimants;

- ix. Any trustee, or functional equivalent thereof, appointed to administer payments to Sexual Abuse Claimants including pursuant to a plan of reorganization or a proposed plan of reorganization;
- x. Authorized representatives of a department of corrections if the Sexual Abuse Claimant is incarcerated but only to the extent disclosure is mandated under applicable non-bankruptcy law;
- xi. Members of the Committee (after the Sexual Abuse Proof of Claim Form has been redacted to remove the Sexual Abuse Claimant's name, address, and any other information identified in Part 2(A) of the Sexual Abuse Proof of Claim Form and the signature block);
- xii. Any person with the express written consent of the Debtor and the Committee; provided, however, that any such determination shall be made on no less than 10 days' notice to the affected Sexual Abuse Claimants;
- xiii. Such other persons as the Court determines should have the information in order to evaluate Sexual Abuse Claims; provided, however, that any such determination shall be made on no less than 10 days' notice to the affected Sexual Abuse Claimants.

In addition, Sexual Abuse Claimants are advised that information in Sexual Abuse Proof of Claims may be required to be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions. Sexual Abuse Claimants will be notified at the time of the disclosure of their Sexual Abuse Proof of Claim.

TIMING AND FORM OF NOTICE

15. Within fourteen (14) days of the entry of this Order, the Debtor shall serve by United States mail, first-class postage prepaid, the General Claims Bar Date Notice upon: (a) the Office of the United States Trustee for the Eastern District of Louisiana; (b) counsel to the Committee; (c) all entities who have filed a notice of appearance in the Debtor's case; (d) all entities listed in Debtor's schedules; (e) all parties to executory contracts and unexpired leases of the Debtor; (f) all entities that have previously filed proofs of claims in the Debtor's case; (g) any

other entities or their counsel, including governmental units, known to the Debtor as entities who may have claims against the estate; and (h) such additional persons and entities as deemed appropriate by the Debtor.

16. The Debtor shall make the following available to the public by posting on the DRC website for the Debtor and by posting on the Debtor's website homepage via a "one click" link under "NOLA Catholic New" and labeled "Claim Deadline Notices and Forms": (i) a notice of the Sexual Abuse Bar Date substantially in the form attached hereto as Exhibit E and incorporated herein by reference (the "**Sexual Abuse Bar Date Notice**," and together with the General Creditor Bar Date Notice, each a "**Bar Date Notice**" and collectively, the "**Bar Date Notices**");⁵ (ii) a Sexual Abuse Proof of Claim Form, substantially in the form attached hereto as Exhibit A; (iii) a list of diocesan and religious order priests and clergy in the Archdiocese and Parishes against whom the Debtor or Parishes has vetted reports of Sexual Abuse through the internal processes of the Archdiocese (the "**Listed Clergy**") substantially in the form attached hereto as Exhibit J, and (iv) the Bar Date Order (together with the Sexual Abuse Bar Date Notice and the Sexual Abuse Proof of Claim Form, the "**Sexual Abuse Bar Date Notice Package**," and together with the General Creditor Bar Date Package, the "**Bar Date Packages**"). Exhibit J shall contain the following statement: "Please refer to the Committee website located at www.NOLACHurchCommittee.com for lists prepared by the Committee of additional clergy against whom Sexual Abuse lawsuits have been filed and clergy accused of Sexual Abuse by other religious orders and dioceses".

⁵ The Parishes and the Non-Debtor Catholic Service Entities are sometimes collectively referred to in the Bar Date Notices as the "Non-Debtor Catholic Entities".

17. The Debtor shall provide notice of the Sexual Abuse Bar Date by causing the Sexual Abuse Bar Date Notice Package to be served on the individuals identified in paragraph 18(i)-(vii) below (the “**Sexual Abuse Notice Parties**”) no later than forty-five (45) days after entry of the Bar Date Order and by causing the Sexual Abuse Bar Date Notice Package, Sexual Abuse Bar Date Notice, or other notice authorized herein, as applicable, to be published as set forth below.

18. The Sexual Abuse Notice Parties shall include the following:

- (i) All individuals who have filed or ever threatened in writing to file lawsuits against the Archdiocese, Parishes, Non-Debtor Catholic Service Entities, or Orphanages⁶ who allege Sexual Abuse.
- (ii) All individuals known to the Archdiocese who contacted the Archdiocese or any Parish, Non-Debtor Catholic Service Entity, or Orphanage to report that they were Sexually Abused, whether or not that individual’s claim was considered to be substantiated or unsubstantiated and whether or not the report was written or verbal.
- (iii) All individuals known to the Archdiocese to whom payment or counseling reimbursement has ever been made by or on behalf of the Archdiocese or any Parish, Non-Debtor Catholic Service Entity, or Orphanage as a result of an allegation of Sexual Abuse, as well as all individuals who participated in any mediation or settlement process with the Archdiocese or any Parish, Non-Debtor Catholic Service Entity, or Orphanage but did not enter into a settlement agreement.

⁶ Orphanages shall mean Hope Haven, Madonna Manor, and St. Elizabeth’s.

Notwithstanding the foregoing, the Archdiocese shall not be required to send a Sexual Abuse Claims Notice Package to any person who is not required to file a Proof of Claim pursuant to Paragraph 7 of this Order.

- (iv) All individuals known to the Archdiocese whose names were given by an alleged abuser (“**Alleged Abuser**”), or by any third party during interviews, or as part of an investigation of Sexual Abuse to the Archdiocese, to any Parish, to any representative of the Archdiocese or Parish or to any Parish or diocesan and religious order priests and clergy in the Archdiocese or Parish.
- (v) All individuals that the Archdiocese or any Parish, or Non-Debtor Catholic Service Entity, or Orphanage has a record of who contacted the Archdiocese about their children or other children being in close contact with an Alleged Abuser or about some problem with the Alleged Abusers and their child or another child.
- (vi) All individuals whom the Debtor has ever provided or referred to for counseling, spiritual direction, or therapy support related to Sexual Abuse.
- (vii) Where any of the Sexual Abuse Notice Parties listed above have an attorney of record, notice shall also be sent to the attorney of record.

19. To obtain the information requested above, the Debtor will review all records and documents it has within its possession, custody, or control including but not limited to the archives under Canon 490 related to all Listed Clergy and Alleged Abusers and any Sexual Abuse allegations related to such Listed Clergy and Alleged Abusers as well as the records of the

Archdiocesan Review Board. The Debtor will search for current addresses using Social Security numbers and otherwise use reasonable efforts to find current addresses for each individual identified under paragraph 18 and will promptly serve each such individual with the Sexual Abuse Bar Date Notice Package. Notices that are returned as non-deliverable will be re-mailed to any address indicated by the United States Postal Service (the “USPS”) in the case of an expired automatic forwarding order. Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to obtain a more current address. If any such address is found, the notice will be re-mailed to such addresses. The Debtor will also make a written request (an “**Information Request**”) to each of the Parishes and Non-Debtor Catholic Service Entities requesting that they conduct the same review, by letter signed by Archbishop Aymond, in his capacity as the Debtor’s officer/director and, if applicable, in his capacity as an officer of each Parish and Non-Debtor Catholic Service Entity (in the case of any Parish and Non-Debtor Catholic Service Entity in which Archbishop Aymond is an officer or director, such request shall be phrased as an instruction). The Debtor will file a declaration (the “**Declaration**”) attesting to the efforts it made to comply with these procedures (which will include copies of each Information Request sent by the Debtor and a statement setting forth whether or not a response was received from the Parishes and Non-Debtor Catholic Service Entities and what that response was) with the Court and serve it on counsel to the Committee within thirty (30) days of service of the Sexual Abuse Bar Date Packages and shall file additional Declarations and reports monthly thereafter until service on all individuals listed in paragraph 18 has been effectuated. The Declarations shall be filed under seal and shall be subject to Attorneys-Eyes Only treatment. At the same time, the Debtor will provide the counsel to the Committee the names and addresses of all Sexual Abuse Notice Parties and all Listed Clergy. If additional Sexual Abuse claimants or

Listed Clergy are identified to the Debtor after the initial service of the Sexual Abuse Bar Date Packages, the Debtor shall, within ten (10) days of their identification, serve a copy of the Sexual Abuse Bar Date Package on the additional Sexual Abuse claimants. The Debtor will provide counsel to the Committee the names and addresses of all subsequently identified Sexual Abuse Notice Parties and Listed Clergy.

20. The Sexual Abuse Bar Date Notice will include the name of each Listed Clergy against whom claims of Sexual Abuse have been vetted, identified on Exhibit J hereto, as well as the name of the Parish or School owned and operated by the Archdiocese or Orphanage or other Non-Debtor Catholic Service Entity for which the Listed Abuser worked or served, the Listed Abuser's position within said Parish, School, or Orphanage and the dates of their assignments. For the purpose of this Order and for notice of the Sexual Abuse Bar Date, Listed Clergy include but are not limited to the individuals listed on Exhibit J as well as any others identified during the course of the due diligence efforts required by paragraphs 18 and 19 above. It shall also include a picture, at least 3" by 5" in dimension, of each Listed Clergy taken at or close to the time of the Sexual Abuse, to the extent that the Debtor has such a picture. If a picture from such time period is not available, a photograph from a different time period will suffice. It shall also include the following disclaimer:

This list is not exhaustive. There may be additional priests or clergy who may have committed acts of Sexual Abuse but on whom the Archdiocese does not have a report or for whom the allegation of Sexual Abuse was not substantiated through the Archdiocese process or a civil authority. In addition, the list does not include other potential offenders who are not members of the clergy, such as teachers, nuns, or members of religious orders. The fact that this list may not include the name of the Alleged Abuser who sexually abused you does not mean that you should not file a Sexual Abuse Proof of Claim Form.

Please refer to the Committee website located at www.NOLAchurchCommittee.com for lists prepared by the Committee of additional clergy against whom Sexual Abuse lawsuits have been filed and clergy accused of Sexual Abuse by other religious orders and dioceses.

21. For Sexual Abuse claimants who are represented, the Debtor shall serve the Sexual Abuse Bar Date Packages to their attorneys of record. All other Sexual Abuse Claimants shall be served, first class mail, at their last known home address, after the Debtor has used reasonable efforts to locate a current address for each Sexual Abuse claimant. The names and addresses of all parties served (including any updated addresses which were discovered when mail was returned or otherwise) shall be included on the proof of service, and the proof of service should be filed under seal, with a copy provided to counsel to the Committee, pursuant to Attorneys Eyes Only Designation.

22. Beginning no later than ten (10) days after the date of entry of this Order and through and including the Bar Date, the Debtor, all Parishes (which includes 115 Parish entities), Non-Debtor Catholic Service Entity, and Catholic Charities Archdiocese of New Orleans will post a link on their respective websites to the General Claims Bar Date Notice and General Proof of Claim form, and to the Sexual Abuse Claims Bar Date Notice and the Sexual Abuse Proof of Claim form. In addition, sixty (60) days prior to the Bar Date, the Debtor will send a direct email to approximately 49,000 registered Catholic households with a direct link to the General Claims Bar Date Notice and General Proof of Claim form, and to the Sexual Abuse Claims Bar Date Notice and the Sexual Abuse Proof of Claim form.

23. The Debtor shall also provide notice of the Sexual Abuse Claims Bar Date and the General Claims Bar Date by causing a copy of the Publication Notice to be published as detailed in the Publication Notice Plan, attached hereto as Exhibit G.

24. The Court finds that the form and manner of giving notice of the bar dates as approved herein fulfills the notice requirements of the Bankruptcy Rules and is reasonably calculated under the circumstances to apprise both known and potential unknown creditors of the Debtor of the establishment of the bar dates and the need to file a proof of claim, consistent with the due process rights of all parties under the standards established in *Mullane v. Central Hannover Bank & Trust Co.*, 339 U.S. 306 (1950). Accordingly, the Debtor is authorized and directed to serve and/or publish notice of the Bar Date deadline in the manner described herein.

25. Nothing contained in this Order is intended or should be construed as a finding as to the validity of any claim against the Debtor, and all parties retain all rights to dispute any claim on any grounds. All parties retain the right to dispute, or asset offsets or defenses to, any claim (whether or not reflected on the Schedules or any amendment thereto) as to amount, liability, classification, or otherwise, and to subsequently designate any claim as contingent, unliquidated, or disputed.

26. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

27. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

New Orleans, Louisiana, October 1, 2020.



MEREDITH S. GRABILL
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 19

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 20-12345-scc

4 - - - - - x

5 In the Matter of:

6

7 THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE,

8

9 Debtor.

10 - - - - - x

11

12 United States Bankruptcy Court

13 One Bowling Green

14 New York, NY 10004

15

16 November 5, 2020

17

18 341 Meeting of Creditors

19

20 B E F O R E :

21 GREGORY ZIPES

22 U.S. TRUSTEE

23

24

25 Transcribed by: Sonya Ledanski Hyde

Page 2

1 A P P E A R A N C E S :

2

3 JONES DAY LLP

4 Attorneys for the Debtor

5 250 Vesey Street

6 New York, NY 10281

7

8 BY: CORINNE BALL (TELEPHONICALLY)

9 TODD GEREMIA (TELEPHONICALLY)

10 ERIC P. STEPHENS (TELEPHONICALLY)

11

12 BISHOP BARRES, Debtor principal

13 TOM DOODIAN, Debtor CFO

14 CHARLES MOORE, Debtor Financial Advisor

15

16 PACHULSKI STANG ZIEHL & JONES LLP

17 Attorneys for the Committee of Unsecured Creditors

18 780 Third Avenue, 34th Floor

19 New York, NY 10017

20

21 BY: JAMES STANG (TELEPHONICALLY)

22 KAREN DINE

23

24 ALSO APPEARING TELEPHONICALLY:

25 CHARLES HERMAN

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1 P R O C E E D I N G S

2 MR. GEREMIA: Mr. Zipes, also just to be clear, we

3 were addressing who is here in the room with us. But I

4 think all can see that Charles Moore from Alvarez Marsal is

5 also on the telephone and prepared to speak today.

6 MR. ZIPES: Yes, thank you. So we can get

7 started. Good afternoon to everybody on the phone and on

8 the video feed. My name is Greg Zipes. That's Z-i-p-e-s.

9 I'm with the Office of the United States Trustee. And in

10 case you're not aware of what my office is, we are a

11 component of the Department of Justice. One things that

12 happens in ever bankruptcy case -- and this is the

13 bankruptcy case of the Roman Diocese of Rockville Centre New

14 York, Case Number 20-12345 -- is that a creditor's meeting

15 is held pursuant to the Bankruptcy Code.

16 Under the creditor's meeting, the Debtor, through

17 its representative, is placed under oath and is required to

18 answer questions posed by me or by other creditors who may

19 be present. This is a time to look at the Debtor's

20 schedules and the statement of financial affairs. And, as

21 should be clear, the Diocese is in bankruptcy. It filed for

22 a voluntary Chapter 11 bankruptcy case.

23 We're going to get into who is on the phone on

24 behalf of the Diocese shortly, but I thought it would be

25 worthwhile to address a little bit about what the process is

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1 because many people on the phone have a strong interest in

2 this case. They may be coming from different directions.

3 Some may be parishioners with a strong interest in making

4 sure the church survives and is healthy. There may be

5 employees who are worried about their wages. And there are

6 obviously survivors on the phone as well and attorneys for

7 the survivors who have a big interest in the financial

8 affairs of the Debtor and how this case will progress.

9 For many people on the phone, this might be your

10 first experience with anything relating to the court system.

11 And in bankruptcy, the debtor, when it files for bankruptcy,

12 there is a petition filed, schedules, statement of financial

13 affairs. The Debtor needs to be transparent with its

14 finances. And in exchange for that, there is something

15 called the automatic stay. Lawsuits are stopped when a

16 bankruptcy case is filed and everything is resolved in the

17 bankruptcy case. So it's extremely important for the Debtor

18 to be transparent. And the Debtor has certain

19 representatives today which we are placing under oath and

20 will answer questions about what's called the schedules,

21 which is basically a snapshot of the Debtor's financial

22 affairs as of the bankruptcy filing date.

23 My office, as I said, starts off the questioning

24 here and we conduct this meeting. This meeting is being

25 recorded. It's an official proceeding in the bankruptcy

Page 5

1 case. We will allow the public to -- creditors to ask

2 questions, I should say, after the Creditors' Committee has

3 a chance to speak as well.

4 This is not a time for reporters to ask questions.

5 And we are going to try to enforce that and make sure that

6 only parties in interest have questions are allowed to

7 address the parties under oath. This is a public meeting.

8 Anybody can attend by phone. But as you may have noticed,

9 people are being placed on mute. If you are a creditor, you

10 are allowed to ask questions, as I said. And I'm going to

11 ask that you email your request to my colleague, Shara

12 Cornell, who is with me on the phone.

13 One thing that you should notice about this that

14 is a little bit unusual. We are doing this telephonically

15 and by WebEx. In more normal times, we would all be in the

16 same room together. But obviously with the pandemic, we're

17 trying to keep everybody as safe as possible.

18 So I am recording this right now. I have the

19 official recording. You can ask my office if you're

20 interested in a transcript, and we would be happy to help

21 you in that regard.

22 The purpose of this meeting, as I said, is to go

23 over the schedules, statement of financial affairs. And as

24 I said, there are representatives from the Diocese here who

25 will answer questions under oath. We don't anticipate

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1 taking any breaks unless this meeting goes for more than a
 2 couple of hours. And as I said, I'm going to start off with
 3 the questioning. We're going to move on to the Creditors'
 4 Committee. There is a Creditors' Committee in this case
 5 which I'll describe very briefly in a moment. And then the
 6 creditors will be allowed to ask questions as well.
 7 An entity that files for Chapter 11, and the
 8 Archdiocese here did file for a Chapter 11 bankruptcy, tries
 9 to reorganize its financial affairs. And we call that
 10 entity a debtor. So there's other parties involved in the
 11 case as well. I mentioned the unsecured creditors'
 12 committee. The unsecured creditors' committee was appointed
 13 by my office earlier in this case. It consists of the
 14 largest creditors in this case. And in this case it
 15 consists of nine survivors who have started lawsuits in many
 16 instances against the Diocese. In certain instances they
 17 have not. They are charged with representing the entire
 18 creditor class. They have a fiduciary obligation to do
 19 that. They are supposed to be helpful, and they are helpful
 20 to creditors if they have a question. I'm going to
 21 introduce the Creditors' Committee counsel at some point so
 22 that you have that information. And if you have questions,
 23 you can contact them separately.
 24 Individual creditors have a role in this case.
 25 There is going to be something called a bar date that will

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1 be entered. Creditors will have to file claims in the bar
 2 date. There are procedures to protect confidentiality as
 3 appropriate. And hopefully we'll be able to address that
 4 for you as well.
 5 There is a judge involved. Judge Shelley Chapman
 6 is the bankruptcy judge appointed to this case. Her main
 7 job is to resolve disputes that arise among the parties.
 8 And my office is involved as well. The U.S. Trustee's
 9 Office, as I mentioned, we conduct this meeting. The U.S.
 10 Trustee is William Harrington. I work with him. And my
 11 colleague, Shara Cornell, is on the line. She is another
 12 attorney working with me on this. And Victor Abriano is our
 13 financial auditor. He works on making sure we understand
 14 the financials of every debtor. In this case we've been in
 15 touch with the Debtor and been receiving the information.
 16 So there are various ways of learning about the
 17 bankruptcy case. And one way that you can monitor this case
 18 if you're a creditor is there is a public website that has a
 19 lot of information about the bankruptcy case. If you
 20 google, you can find it. Usually it's the first item that
 21 comes up on a Google search. But in this case, I think some
 22 law firms might come up before it. The way to get to the
 23 case name is to go into Epiq. You can type in Epiq in
 24 Google and Rockville Diocese and you'll see that there is a
 25 bankruptcy website. The diocese also has its own website in

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1 connection with this.
 2 So as I mentioned, the Debtor filed schedules and
 3 statement of financial affairs. And again, I'm just giving
 4 more background than I would normally give so that people on
 5 the line have an understanding of what's going on here. The
 6 schedules in essence are a snapshot of the Debtor's
 7 financial affairs as of the bankruptcy filing date. And
 8 the filing date was on or about September 30th of the year
 9 2020. So they have -- they list the assets. And those
 10 assets might include property, real property, stuff that's
 11 located in the property. It might be bank accounts. There
 12 might be some disputes as to what those accounts are or what
 13 those assets are. And hopefully we'll be able to address
 14 some of that today.
 15 So with that, because I am starting out with this,
 16 I will tell you as well that the Debtor is represented by
 17 counsel, Jones Day. It's a law firm that's been retained by
 18 order of the bankruptcy court.
 19 And at this point I'm going to turn this over to
 20 Ms. Corinne Ball, B-a-l-l, of the Jones Day law firm. And
 21 I'd like her if she could to introduce her team and also the
 22 witnesses who are here on behalf of the Debtor.
 23 MS. BALL: Thank you, Greg. I am Corinne
 24 Ball of Jones Day. I serve as bankruptcy counsel for the
 25 Diocese of Rockville Centre. And today I am joined by my

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1 partners, Todd Geremia and Eric Stephens, both of whom you
 2 can see in the conference room at the pastoral center for
 3 the Diocese of Rockville Centre.
 4 I am also joined by Bishop Barres, who leads the
 5 Diocese of Rockville Centre, his CFO, who is Tom Doodian,
 6 who is the gentleman who signed the statements and the
 7 schedules, as well as our financial advisor, advisory lead,
 8 Chuck Moore, who is a senior managing director at Alvarez
 9 and Marsal.
 10 I know that Mr. Zipes will want to administer an
 11 oath to our three witnesses, which will be Mr. Moore, Mr.
 12 Doodian, and Bishop Barres. But I at least wanted to share
 13 with you that the Diocese remains committed to its mission,
 14 including child protection and reconciling with survivors of
 15 clergy sexual abuse.
 16 It became quite clear in light of the CVA cases
 17 the cost of litigating those cases individually and the
 18 potential liabilities, it simply would not be possible to
 19 fairly and equitably compensate all of the victims of sexual
 20 abuse who have come forward without seeking a court-
 21 supervised restructuring process, which is what we have done
 22 in commencing this Chapter 11 case.
 23 Greg, with that, I would return to you. And of
 24 course I'm available too throughout the meeting.
 25 MR. ZIPES: Okay, thank you. And we will now -- I

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1 wanted to give the Creditors' Committee counsel a chance to
 2 introduce him and herself as well. At this moment we are
 3 going to allow a little bit more time for the Committee to
 4 explain what it does. But at this time I wanted to allow
 5 the committee counsel to introduce itself as well.
 6 MR. STANG: Greg, can you hear me?
 7 MR. ZIPES: Yeah, we can hear you.
 8 MR. STANG: Greg, are you able to hear me?
 9 MS. ZIPES: Yes, Mr. Stang.
 10 MR. STANG: Okay. Thank you. Shara shows that my
 11 audio is working. My name is James Stang, S-t-a-n-g. With
 12 me this morning is Karen Dine, D-i-n-e. We are with
 13 (indiscernible) Ziehl & Jones. The Creditors' Committee
 14 (indiscernible) and current victims, hired by
 15 (indiscernible) to be the bankruptcy counsel.
 16 (indiscernible) several committee members are on the call
 17 today may participate themselves by asking questions and are
 18 here to witness the testimony.
 19 The purpose of the Creditors' Committee is set
 20 forth in the Bankruptcy Code. But in a very summary
 21 fashion, I'll say that the committee is a fiduciary
 22 (indiscernible) unsecured creditors in the case. I think
 23 testimony that we'll be listening to today will show that
 24 the Diocese has no or a nominal amount of unsecured debt
 25 other than the claims (indiscernible).

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1 MR. ZIPES: Jim, I think you put yourself on mute
 2 again. But I did want this to be a very summary
 3 explanation. So why don't we -- the Committee will have a
 4 chance to speak more a little bit later. Why don't we get
 5 started --
 6 MR. STANG: Greg, just one more thing. I did not
 7 put myself on mute. The system muted me. So when I see
 8 that pop up, I will ask again and someone can call me. I
 9 was just going to say -- and I'll just say this one more
 10 thing. (indiscernible) powers are set forth in the
 11 Bankruptcy Code (indiscernible) summarily (indiscernible)
 12 fiduciary (indiscernible) and the duty to investigate the
 13 assets and liabilities of the debtor, which is why we are
 14 present today.
 15 MR. ZIPES: Okay, thank you for that. Let's put
 16 Jim on mute again so it doesn't echo.
 17 Okay. Now to the witnesses, I am going to ask
 18 that you remember that we're recording this meeting. So I
 19 need you to answer the questions verbal and not with a
 20 headshake or a gesture. And, frankly, I'm having a little
 21 trouble seeing everybody anyway. So I also need you to keep
 22 your voices out so that your answers are picked up by the
 23 recorder. Do you understand that?
 24 MR. MOORE: Yes.
 25 MR. DOODIAN: Yes.

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1 MR. ZIPES: Okay, thank you. And so with that,
 2 I'll ask the three witnesses to raise their right hand.
 3 Do you swear to tell the truth, the whole truth,
 4 and nothing but the truth, so help you God?
 5 BISHOP BARRES: I do.
 6 MR. ZIPES: Okay. And I'll just ask you to
 7 briefly state your names. And I ask this question every
 8 case, but I'll ask you to state your names and your
 9 functions in this -- on this matter.
 10 BISHOP BARRES: I am Bishop John Barres, the
 11 Diocesan bishop of the Diocese of Rockville Centre.
 12 MR. ZIPES: Thank you.
 13 MR. DOODIAN: I am Thomas Doodian I am -- Thomas
 14 Doodian. I am the CFO of the Diocese of Rockville Centre.
 15 MR. MOORE: Charles Moore, financial advisor
 16 (indiscernible).
 17 MR. ZIPES: Okay, thank you. And, Thomas --
 18 Charles -- just -- Mr. Moore, just so you know, it's a
 19 little hard to hear you.
 20 So we all are in different rooms and we're going
 21 to try to make this work as best as we can. Normally we
 22 would be in the same room looking -- knowing that we're on
 23 the same document. We did some legwork before the 341
 24 meeting. We're all hopefully looking at the same binder in
 25 the same order. The binder that I have that was sent by the

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1 Jones Day team has as Tab 1 the petition that was filed on
 2 the first date. It's a document of about five pages. And
 3 it's Docket 1. And I may as I go along just explain what a
 4 docket is and various legal documents for the benefit of
 5 people listening.
 6 Docket Number 1 means that it's the -- there is a
 7 docket kept in this bankruptcy case. And it's the first
 8 document that was filed. It commenced this bankruptcy case.
 9 So Tab 1 should be the petition.
 10 Tab 2 should be the Statement of Financial Affairs
 11 that were filed in this case. Docket Number 58 -- and
 12 that's about 200 pages. And then Tab Number 3 is the
 13 schedules that were filed in this case. And that one is
 14 Docket Number 57, meaning that documents were filed in
 15 between. That is about 308 pages. Do you all have the same
 16 documents in front of you?
 17 MR. GEREMIA: We do, Greg.
 18 MR. ZIPES: Okay, great. And just for ease of
 19 reference, we are going to -- at the top of each page, there
 20 is -- this is generated by the court filing system. But
 21 you'll see Page 1 of 200, Page 2 of 200, et cetera. So I
 22 may refer you not only to the schedules themselves, Schedule
 23 A or B, but I'll also try to identify the page to make it a
 24 little bit easier for you to get to that. Okay?
 25 MR. GEREMIA: Thank you.

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1 MR. ZIPES: All right. So with that, let me -- we
 2 discussed a little bit about how this is going to proceed in
 3 an orderly manner. And my understanding is that Mr. Doodian
 4 in the first instance is going to answer questions about the
 5 schedules and Statement of Financial Affairs. We obviously
 6 have three people under oath here. And so I would ask that
 7 if Mr. Doodian is testifying in good faith and there is a
 8 problem with his answer, either he doesn't know or there is
 9 some addition that needs to be made to that answer, I would
 10 ask that the other two parties chime in at that point and
 11 supplement or correct the record. But to keep this orderly
 12 and because we are being tape recorded, we're going to
 13 assume that when I'm asking a question, Mr. Doodian is
 14 answering that question unless someone else identifies
 15 themselves, okay?
 16 MR. GEREMIA: Thank you, Mr. Zipes. That is our
 17 understanding. And if Mr. Moore has something that he needs
 18 to add, he will do that. But you've set out accurately how
 19 we intend to proceed.
 20 MR. ZIPES: Okay. And again, just so the record
 21 is clear, who was that speaking right now?
 22 MR. GEREMIA: Oh, sorry. That's Todd Geremia from
 23 Jones Day.
 24 MR. ZIPES: Okay, thank you. Okay. So I'm going
 25 to address this to Mr. Doodian. Is that the -- is that okay

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1 that I address you this way?
 2 MR. DOODIAN: Yes, sure.
 3 MR. ZIPES: Okay. And, Mr. Doodian, just by way
 4 of brief background, how long have you been employed by the
 5 diocese?
 6 MR. DOODIAN: About 11 years.
 7 MR. ZIPES: Okay. And are you fully familiar with
 8 the documents that we just referred to, which was the
 9 petition, schedules, and Statement of Financial Affairs
 10 filed in this bankruptcy case?
 11 MR. DOODIAN: Yes. So I have used a team from
 12 Alvarez and Marsal and a group of -- you know, some of my
 13 staff to help prepare them.
 14 MR. ZIPES: Are you generally familiar with the
 15 information in the documents?
 16 If you answered, I didn't year.
 17 MR. DOODIAN: Yes.
 18 MR. ZIPES: Okay. And if you -- in various spots
 19 on the schedules and statement of financial affairs, there
 20 is a signature line with your signature on them. Do you
 21 recall signing the schedules and Statement of Financial
 22 Affairs in this case?
 23 MR. DOODIAN: Yes, I do.
 24 MR. ZIPES: And you understand that you signed
 25 them under the penalties of perjury, correct?

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1 MR. DOODIAN: Yes, I do.
 2 MR. ZIPES: And just to clarify, the petition
 3 itself was not signed by you, correct?
 4 MR. DOODIAN: Correct.
 5 MR. ZIPES: And that was signed by Mr. Thomas
 6 Renker, T-h-o-m-a-s, last name Renker, R-e-n-k-e-r, chief
 7 operating officer and general counsel. Is that correct?
 8 MR. DOODIAN: Yes.
 9 MR. ZIPES: And who is Mr. Renker?
 10 MR. DOODIAN: He is chief counsel and he is chief
 11 operating officer of the Diocese of Rockville Centre.
 12 MR. ZIPES: But, as I said, you're generally
 13 familiar with the financial affairs of the Debtor, correct?
 14 MR. DOODIAN: Correct, y es.
 15 MR. ZIPES: Okay. And I can direct this at your
 16 counsel as well in the first instance. Are there any
 17 amendments that you're aware of that need to be made to the
 18 petitions, schedules, statement of financial affairs at this
 19 time?
 20 MR. DOODIAN: I am not aware of any changes.
 21 MR. ZIPES: Mr. Doodian, I'd like to direct your
 22 attention to Tab 2, which is the Statement of Financial
 23 Affairs in this case.
 24 And very generally for people listening, this
 25 statement of financial affairs is generally a series of

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1 questions about transfers that the Debtors have made in the
 2 last several years. There are various questions designed to
 3 just figure out what this Debtor has done in the past and
 4 specific assets and liabilities, what's been transferred in
 5 and out.
 6 So with that, I'll turn you -- direct you to the
 7 first page, which is Global Notes and Statement of
 8 Methodology, Limitations, and Disclaimers Regarding the
 9 Debtor's Schedules of Assets and Liabilities and Statement
 10 of Financial Affairs. Do you see that? It's Page 1 of 200.
 11 MR. DOODIAN: Yes.
 12 MR. ZIPES: Okay. And you're not a lawyer, are
 13 you, Mr. Doodian?
 14 MR. DOODIAN: No. No, I'm not a lawyer.
 15 MR. ZIPES: Okay. So I'm not going to ask you
 16 what this means in legal terms. I'm just going to ask you
 17 as a general basis what your understanding of these notes
 18 seek to accomplish.
 19 MR. DOODIAN: These notes seek to accomplish that
 20 I have knowledge and an understanding of the statements that
 21 are contained in here. And also that I did rely on other
 22 individuals to help me prepare them.
 23 MR. ZIPES: Okay. But as we sit here today,
 24 you're comfortable based on your review of the Debtor's
 25 financial affairs of the information contained in the

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1 Schedules and Statement of Financial Affairs?
 2 MR. DOODIAN: Yes, I am comfortable that it's
 3 correct.
 4 MR. ZIPES: Okay. So there's various statements
 5 in these notes. And I actually am going to ask your counsel
 6 to review this with you and consider filing an amendment.
 7 We can do this offline. But I'll note that these notes are
 8 very detailed. And if taken literally, which we need to do,
 9 would seem to take back a lot of the sworn statements that
 10 are in the schedules. I'm not going to -- for example --
 11 and I'll just point you to one example here. Page 3 of 200
 12 there is no admission. (A), "Nothing contained in the
 13 schedules and statement or the global notes is intended to
 14 be or should be construed as an admission or stipulation of
 15 the validity of any claim against the Debtor or any
 16 assertion made or a waiver of the Debtor's right to dispute
 17 any such claim or assert any cause of action or defense
 18 against any party."
 19 There are -- that statement may apply to certain
 20 claims that are listed here. But as a general matter,
 21 again, we're assuming what's in the schedules and Statement
 22 of Financial Affairs are true and correct. Is that correct,
 23 Mr. Doodian?
 24 MR. DOODIAN: Yes.
 25 MR. ZIPES: Okay. All right. So let me -- let's

Page 19

1 just go over the Diocese for a moment. And just so you
 2 know, Mr. Doodian, so you have some expectation of what's
 3 going on here, I would expect about a half-hour to maybe 45
 4 minutes of questioning of you before I turn it over to the
 5 Committee. Part of my goal here is to ask a general range
 6 of questions that might address creditors' questions so that
 7 they don't need to ask those questions. We are of course
 8 going to reserve their right to ask questions.
 9 But let's start off with employees of the Diocese.
 10 How many employees in general does the Diocese employ right
 11 now?
 12 MR. DOODIAN: I have to think about it. I don't
 13 know a specific number, but I would say 225.
 14 MR. ZIPES: 225? I'm sorry? I'm sorry, I spoke
 15 over you. I apologize.
 16 MR. DOODIAN: Yes, about that.
 17 MR. ZIPES: Okay. And you are aware that in
 18 Bankruptcy Debtors generally have to meet their expenses as
 19 they come due, correct?
 20 MR. DOODIAN: Correct, yes. I am aware of that.
 21 MR. ZIPES: Okay. And to your knowledge, the
 22 Diocese is meeting all its expenses as they come due,
 23 including paying wages and paying other obligations,
 24 insurance, upkeep? Everything that would fall under the
 25 general category of expenses.

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1 MR. DOODIAN: Yes. We are meeting our expenses.
 2 MR. ZIPES: And likewise, what are the Diocese --
 3 and you can see I'm using the word Debtor or Diocese. In
 4 bankruptcy talk you are the Debtor. But what is the
 5 Debtor's major source of funding?
 6 MR. DOODIAN: It would be the assessment that it
 7 collects from the parishes.
 8 MR. ZIPES: Okay. And does it have any investment
 9 income as well?
 10 MR. DOODIAN: It does, yes.
 11 MR. ZIPES: So as a general matter on a monthly
 12 basis, what are the diocese's expenses?
 13 MR. DOODIAN: I would say about \$2 million a
 14 month, estimate.
 15 MR. ZIPES: Okay. And in terms of income, what is
 16 the Debtor's income on a monthly basis?
 17 MR. DOODIAN: It's about \$2 million a month. It's
 18 the same.
 19 MR. ZIPES: Okay.
 20 MR. GEREMIA: You mean currently. Right, Mr.
 21 Zipes?
 22 MR. ZIPES: Currently, yes.
 23 MR. GEREMIA: Just to clarify.
 24 MR. ZIPES: Yes, thank you. And I didn't hear
 25 that answer.

Page 21

1 MR. DOODIAN: It's roughly the same. Yeah.
 2 Roughly the same as income.
 3 MR. ZIPES: Does the Diocese have a month that it
 4 earns more income than other months? The holiday season? I
 5 don't know, I'm just asking this question.
 6 MR. DOODIAN: Yes. Yes. There are some months we
 7 do see. And also the pattern of expenses. You know, it's
 8 not a straightforward month-to-month exactly the same
 9 expense. So there are fluctuations month-to-month in our
 10 net income.
 11 MR. ZIPES: Has income been down in light of the
 12 pandemic?
 13 MR. DOODIAN: Yes. Income has been down for the
 14 parish in regards to tithes.
 15 MR. ZIPES: But nevertheless, the Debtor is able
 16 to meet its expenses as they come due? That's a question.
 17 I'm sorry, Mr. Doodian.
 18 MR. DOODIAN: Yes. I'm sorry. I just said yes.
 19 MR. ZIPES: Okay. Let's go over the governance of
 20 the Diocese very briefly. Could you just in a thumbnail
 21 sketch describe the structure of the Diocese decision-
 22 making?
 23 MR. DOODIAN: Yes. The Bishop is the head of the
 24 Diocese. He has a management team. I report to one of
 25 those managers. I report to chief counsel, chief operating

Page 22

1 officer, Tom Renker. He has a group of managers that report
 2 to him. And we do have specific meetings on a monthly or --
 3 monthly and weekly basis depending on the need to go over
 4 the management of the Diocese.

5 MR. ZIPES: And are there board members?

6 MR. DOODIAN: There are finance counsel members
 7 that help the bishop in his financial decisions. And there
 8 are certain rules and regulations of canon law that set that
 9 up.

10 MR. ZIPES: Who authorized the bankruptcy filing?
 11 Was it a board or the bishop or a combination?

12 MR. DOODIAN: It's a combination. They have the
 13 finance counsel, college of consultants, and I believe in
 14 this case it had to be approved by Rome.

15 MR. ZIPES: Okay. Can anybody else clarify
 16 whether on that question -- unless you -- you said you
 17 believe based on Rome. Can you --

18 MR. DOODIAN: Rome approved -- we had to submit
 19 our documents to Rome and they had to approve us filing for
 20 bankruptcy.

21 MR. ZIPES: Okay.

22 MR. GEREMIA: Mr. Moore also addressed this to
 23 some extent in his first day declaration (indiscernible).

24 MR. MOORE: That's -- is my audio okay?

25 MR. ZIPES: Yes. So, Mr. Moore, just again, why

Page 23

1 don't we just before you start talking, briefly describe
 2 your position within this Debtor so that everybody is clear
 3 on that.

4 MR. MOORE: With Alvarez and Marsal, Alvarez and
 5 Marsal is the financial advisor to the Debtor. And I lead
 6 the team for Alvarez.

7 MR. ZIPES: Okay. Thank you.

8 MR. MOORE: As to what Mr. Doodian was indicating,
 9 that's correct. There were approvals that were obtained
 10 from the finance counsel, the college of (indiscernible).

11 MR. ZIPES: All right. We'll go back to Mr.
 12 Doodian at the moment.

13 Mr. Doodian, in every Chapter 11 case there's a
 14 document called a monthly operating report that needs to be
 15 filed. Are you generally familiar with that?

16 MR. DOODIAN: Yes.

17 MR. ZIPES: And just again -- and not to put you
 18 on the spot too much here, but what is your understanding of
 19 that monthly operating report, what it requires?

20 MR. DOODIAN: Well, it requires our income and
 21 expenses for the month and any payments that we've made. A
 22 regular monthly financial statement.

23 MR. ZIPES: Mr. Doodian, let me have you turn to
 24 Tab 3, which is the schedules that were filed in this case,
 25 schedules of assets and liabilities. And again, I'm going

Page 24

1 to be descriptive here for people who may be following on
 2 the line who aren't as familiar. We're going to turn to
 3 Schedules A and B. They used to be separate, but they were
 4 combined several years ago. And Schedules A and B on Page
 5 15 of 308 is where you would find it. Tab 3. And this is
 6 where the debtors generally list their assets, real and
 7 personal property, real being office buildings or the land
 8 on which your facilities are kept, and personal property
 9 being basically everything else.

10 Are you there, Mr. Doodian?

11 MR. DOODIAN: I'm here.

12 MR. ZIPES: Okay. And this again is as of
 13 September 30th of the year 2020. You have cash and cash
 14 equivalents of \$83 million or so. Do you see that, 3.1?

15 MR. DOODIAN: Yes, I do.

16 MR. ZIPES: Okay.

17 MR. DOODIAN: Yes, I do.

18 MR. ZIPES: And I'm not going to have you go
 19 through every single line item here in the rider. But can
 20 you just as an initial matter describe what those assets
 21 are?

22 MR. DOODIAN: Currently checking and money market
 23 accounts.

24 MR. ZIPES: Are any of these what you would call
 25 restricted?

Page 25

1 MR. DOODIAN: No.

2 MR. ZIPES: This is, for lack of a better term,
 3 free cash that the Debtor can use?

4 MR. DOODIAN: Yes.

5 MR. ZIPES: All right. And then if you go to Part
 6 2 a little bit further down on that page, deposits or
 7 prepayments, \$50,000. Do you see that?

8 MR. DOODIAN: Yes, I do.

9 MR. ZIPES: What is that dollar amount?

10 MR. DOODIAN: \$50,000 is a security deposit that
 11 we have, that we are renting. We have a rental agreement
 12 for the senior priests at Dominican Village, which is a
 13 facility for aged individuals. And that's our security
 14 deposit that we hold with them.

15 MR. ZIPES: Okay. And turning the page there.
 16 And I promise you we're not going to go through every single
 17 page here. But the next page has prepayments for leases,
 18 insurance, taxes, and rent, \$5.2 million. Do you see that?

19 MR. DOODIAN: Yes, I do.

20 MR. ZIPES: And what is that for?

21 MR. DOODIAN: That's mostly comprised of \$4.3
 22 million in prepaid insurance and \$1.1 million in retainers
 23 and tuition, prepaid tuition for seminarians.

24 MR. ZIPES: Okay. And then finally on accounts
 25 receivable, there is about \$1.23 million in accounts

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1 receivable.

2 MR. DOODIAN: Yes.

3 MR. ZIPES: And what is that?

4 MR. DOODIAN: That's assessment receivables and

5 PSIP insurance premiums receipt.

6 MR. ZIPES: Okay. And, Mr. Doodian, I an going to

7 leave some questions for the Committee. I understand they

8 are going to have questions possibly on this. But I do want

9 to ask this question. To your knowledge are any of these

10 deposits going -- you mentioned for retired priests and

11 other people. Is any of these deposits going to -- for the

12 benefit of any priests or anyone who had been accused of

13 abuse in this case?

14 MR. DOODIAN: No, none of them that are going to

15 the priests that have been, you know, accused.

16 MR. ZIPES: Okay.

17 MR. MOORE: Mr. Zipes.

18 MR. ZIPES: yes.

19 MR. MOORE: Mr. Zipes, could you just clarify,

20 when you say the deposits, are you talking about the

21 \$50,000?

22 MR. ZIPES: The \$50,000. Is it going -- and so

23 the record is clear, Mr. Moore is speaking right now. Can

24 you give clarity on that, Mr. Moore?

25 MR. MOORE: I just wanted to make sure that you

Page 27

1 clarified when you asked about the deposits you were just

2 referring to.

3 MR. ZIPES: And, Mr. Moore, I might not have been

4 as artful in my question as I was intending to be. But the

5 general request that was made in court at one point was that

6 people should know if some of this money is being used in

7 some way, directly or indirectly, for the benefit of priests

8 or others who may have been accused of abuse. And the

9 answer that I understand relating to these deposits --

10 MS. BALL: Mr. Zipes, if I may clarify?

11 MR. ZIPES: Yeah. Ms. Ball, I would just ask --

12 again, Ms. Ball is speaking. Go ahead. I'm sorry.

13 MS. BALL: I'm sorry. This is Corinne Ball for

14 the Diocese. The two categories of priests which we

15 (indiscernible) to are priests and/or deacons that were the

16 subject of an adverse termination by the Diocesan Review

17 Board is one category. And the second category are priests

18 or deacons that were the subject of a settlement resolution

19 with our individual reconciliation and compensation plan.

20 And I think Mr. Doodian was answering with respect to those

21 two categories because that gave him something to diligence.

22 Perhaps with that clarification, I don't know Mr.

23 Moore or Mr. Doodian if you would add anything else.

24 MR. MOORE: This is Mr. Moore. Thanks, Ms. Ball.

25 That's exactly what I was wanting to make sure. I thought

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1 that's what you were referring to, Mr. Zipes. I just wanted

2 to clarify based on your questions whether you were

3 referring to that \$50,000 or if you were referring more to

4 what came up in the context of the wages (indiscernible)

5 specifically. The statement that the debtors have made

6 (indiscernible) priests that fell into either of those two

7 categories (indiscernible).

8 MR. ZIPES: Okay. And Mr. Doodian, you affirm

9 what you just heard?

10 MR. DOODIAN: Yes. Yes.

11 MR. ZIPES: Okay. Turning now to Page 20 of 308,

12 real property. Are you there?

13 MR. DOODIAN: Yes.

14 MR. ZIPES: There is a value of approximately \$2

15 million. Do you see that?

16 MR. DOODIAN: Yes. \$2,091,000.

17 MR. ZIPES: Yeah. How did you come up with -- how

18 did the Diocese come up with this number for the value of

19 its real property?

20 MR. DOODIAN: It's the cost of those properties.

21 We keep them at book value of what it cost the Diocese.

22 MR. ZIPES: Okay. Let me -- well, let me make

23 sure that I understand. This is Part 9, Question 55, any

24 building, other improved real estate, or land. This is

25 typically -- my understanding is that this is typically the

Page 29

1 value of the land of the debtor and the value placed on it.

2 MR. DOODIAN: Yes, this is land. We've got the

3 land -- yes, okay.

4 MR. ZIPES: So my question is how did you -- how

5 did the Diocese value that land at this dollar amount.

6 MR. DOODIAN: I don't know. I don't know.

7 MR. ZIPES: Okay. So does -- any of the other

8 witnesses might know the answer to that for the purposes of

9 this meeting?

10 MR. MOORE: Mr. Zipes, This is Mr. Moore. The

11 assets are included at net book value. I do not believe

12 that any of the assets were appraised. And these are not

13 market values. And what you're (indiscernible) referring

14 is both land and building (indiscernible).

15 MR. MOORE: And Mr. Moore, can you state how many

16 pieces of property this includes?

17 MR. MOORE: Three properties I believe. Mr.

18 Doodian can correct me on that. But we have what is

19 oftentimes referred to as the chancery, which is the main

20 building that the Diocese operates out of. There are two

21 other properties that are held by the Diocese as well.

22 MR. DOODIAN: This is Tom Doodian. We have

23 property in Yaphank, Rockville Center. Other than the

24 pastoral center, there's land in Ronkonkoma and Manorville.

25 MR. ZIPES: Okay. So let's turn now to Page 26 of

Page 30

1 308. We're still assets section. Prepayments. I'm
 2 certainly not going to ask you about every single one of
 3 these. Let me ask you the general question about
 4 prepayments on executory contracts, which are typically
 5 contracts where both sides --
 6 MR. GEREMIA: Hold on. I'm sorry. Mr. Doodian is
 7 still looking for the page.
 8 MR. ZIPES: Okay. Again, Docket 57, Page 26 of
 9 308.
 10 MR. GEREMIA: 26 of 308?
 11 MR. ZIPES: Yeah, which is Tab 3.
 12 MR. GEREMIA: Go ahead with your question, Mr.
 13 Zipes.
 14 MR. ZIPES: Okay. Let me ask a general question
 15 relating to prepayments, including prepayments on executory
 16 contracts which are typically contracts where both parties
 17 have ongoing material obligations. So it would be landlord-
 18 tenant type, but there are many other kinds of executory
 19 contracts. Leases, insurance, taxes, and rent. And I'll
 20 ask the general question. Did the Debtor make any
 21 prepayments that were not contractually required on this
 22 list?
 23 MR. GEREMIA: Do you understand it? He's giving
 24 you a definition of executory contracts. Do you have an
 25 understanding of that, whereby, for example a lease where

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1 both parties have obligations with respect to it?
 2 MR. DOODIAN: (indiscernible) prepaid insurance.
 3 MR. GEREMIA: Go ahead and say it, with respect to
 4 insurance.
 5 MR. DOODIAN: We did prepay insurance policies
 6 that were due November 1st. And we prepaid through the
 7 whole year.
 8 MR. ZIPES: Okay. Was that something that you
 9 needed to do by contract?
 10 MR. DOODIAN: No, I don't think so. I'm not
 11 positive. I don't know.
 12 MR. ZIPES: What is the -- and I'm probably
 13 pronouncing this wrong, but the Ecclesia Assurance Company,
 14 E-c-c-l-e-s-i-a.
 15 MR. DOODIAN: A registered New York State
 16 (indiscernible) insurance company that's owned by -- it's
 17 run by the Diocese.
 18 MR. ZIPES: Is that run by the Rockville Diocese
 19 by itself, or are other diocese involved?
 20 MR. DOODIAN: No, just Rockville.
 21 MR. ZIPES: When was this -- am I pronouncing it
 22 right -- and I apologize if I'm not -- but Ecclesia?
 23 MR. DOODIAN: Yeah, that's it.
 24 MR. ZIPES: When was that entity formed?
 25 MR. DOODIAN: I don't know the exact date. It was

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1 before I came here.
 2 MR. MOORE: Mr. Zipes, this is Mr. Moore. I
 3 believe it was 2003 that Ecclesia was formed.
 4 MR. ZIPES: Okay. If you can turn to Tab 2,
 5 please. And Page 29 of 200, Question 1, Business Revenue.
 6 MR. DOODIAN: Yes.
 7 MR. ZIPES: Are you generally familiar with the
 8 information on this page?
 9 MR. DOODIAN: Yes.
 10 MR. ZIPES: And so just taking the second line
 11 item to the top on 9/1/2019 to date 8/31/2020, PSIP. Do you
 12 see that?
 13 MR. DOODIAN: Yes.
 14 MR. ZIPES: The amount is about \$14 million. And
 15 I'm approximating. It is what's in the schedules. But
 16 close to \$15 million.
 17 MR. DOODIAN: Yes, \$14,900,000, yes.
 18 MR. ZIPES: What is PSIP?
 19 MR. DOODIAN: PSIP is a -- it's -- I don't
 20 (indiscernible). But it's a co-brand run by the Diocese to
 21 supply property and casualty insurance to the entities of
 22 the Diocese.
 23 MR. ZIPES: And so is this the Diocese payments to
 24 the -- because this is business revenue. So what does this
 25 represent?

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1 MR. DOODIAN: It represents mostly premium
 2 payments by the entities to have insurance.
 3 MR. ZIPES: And then what happens to this money?
 4 MR. DOODIAN: This money is used to pay claims and
 5 it's also used to purchase insurance policies above its
 6 deductibles to help insure for losses.
 7 MR. ZIPES: Is this money that's free cash for the
 8 Debtor?
 9 MR. MOORE: Mr. Zipes, this is Mr. Moore. If I
 10 can just jump in on that?
 11 MR. ZIPES: Yeah, go ahead.
 12 MR. MOORE: The piece of -- it is part of the
 13 Debtor entity. And on the list of cash accounts you
 14 probably have seen some of the PSIP accounts. Certainly
 15 neither Mr. Doodian nor I can make a legal determination,
 16 but those accounts are set up as part of the Debtor and they
 17 are used not only to take in the premiums that Mr. Doodian
 18 referred to, but also to either pay claims or pay outside
 19 parties. They are included in the approximately \$83 million
 20 in cash that you asked about before in terms of total cash
 21 of the Debtor.
 22 MR. ZIPES: Okay. And, Mr. Moore, is this -- I
 23 understand what it's generally being used for. But is it
 24 free cash for the debtor and the debtor can use that in any
 25 way it deems appropriate?

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1 MR. MOORE: Yes, with the disclaimer that I'm not
 2 an attorney. And so I don't want to get into legal
 3 determinations of that. That is how (indiscernible) cash
 4 flows. Just one note. The PSIP really has transitioned
 5 from an entity or a part of the diocese that was doing self-
 6 insurance, to now pretty much facilitating coverage through
 7 outside parties. So premiums still come into the Diocese
 8 for the PSIP accounts. That cash is available to the
 9 Diocese. Most of that cash is now, at least for coverage
 10 going forward, used to obtain -- well, first of all, it's
 11 all risk and insurance, but obtain policies through third
 12 parties for coverage.
 13 MR. ZIPES: Okay. And I'll turn to the parties --
 14 MR. MOORE: I think Ms. Ball wants to say
 15 something.
 16 MR. ZIPES: Oh, go ahead. You have to unmute
 17 yourself though, Ms. Ball. Hold on. You have to -- you're
 18 on mute.
 19 MS. BALL: Thank you, Mr. --
 20 MR. ZIPES: You're back on mute.
 21 MS. BALL: Coverage for whom, Mr. Moore? Who is
 22 covered?
 23 MR. MOORE: In addition to the Diocese, there are
 24 a number of other participating entities that the Diocese
 25 provides risk and insurance coverage for. So these other

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1 entities, as an example, a parish may pay premiums into PSIP
 2 to facilitate insurance coverage, different types of
 3 insurance.
 4 MR. ZIPES: Okay. If you turn the page to -- Mr.
 5 Doodian, do you affirm what Mr. Moore just said, to the best
 6 of your knowledge?
 7 MR. DOODIAN: Yes.
 8 MR. ZIPES: If you turn to Page 31 of 200. Do you
 9 see that, Docket 58?
 10 MR. DOODIAN: Yes.
 11 MR. ZIPES: I just want to -- this is certain
 12 payments or transfers to creditors within 90 days of the
 13 filing of this case. It's just a requirement of the
 14 Statement of Financial Affairs. I just wanted -- if you can
 15 just walk me through if there is a process of how these
 16 payments are -- the decision process for paying these. Does
 17 the Bishop -- and I understand the Bishop is there. I could
 18 ask either of you, but I'll ask Mr. Doodian. Does the
 19 Bishop approve these, or is it delegated? How are these
 20 payments generally made, if we can make a generalization
 21 about them?
 22 MR. GEREMIA: Or if it's different for each one,
 23 say that, too.
 24 MR. DOODIAN: There are different -- there may be
 25 different processes for whoever is responsible for that type

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1 of expense. But the Bishop relies on us to -- relies on me
 2 to set up the proper controls and procedures to ensure that
 3 the proper payments are being made. I mean, basically
 4 there's a vendor and, you know, it's a regular invoice, that
 5 cabinet member or whoever is in control of that department
 6 obviously signs off on the invoice. And there's a whole
 7 payment process of checks and balances before it gets paid.
 8 MR. ZIPES: Okay. So generally, if I could
 9 summarize it, the buck stops with the Bishop. Is that a
 10 fair statement?
 11 MR. DOODIAN: I mean, when -- I want to say that
 12 the Bishop relies on me quite a bit to make sure that the
 13 budget process and what's in the budget -- it's really
 14 solely me on the process of making sure that we would stay
 15 within our budgeted amounts. And in the end -- I report to
 16 someone who reports to the bishop, but in the end, you know,
 17 he is the leader, yes, but I do have a lot of responsibility
 18 to make sure that we're following proper procedures.
 19 MR. ZIPES: Okay. Just as a matter of corporate
 20 governance -- and corporate might not be the right word
 21 here. But, Mr. Doodian, are you familiar with who would be
 22 the ultimate decisionmaker in connection with these? I
 23 understand specific dollars can be delegated or specific
 24 tasks can be delegated. And I don't want to put words in
 25 your mouth. But is it the Bishop who ultimately is

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1 responsible for these payments?
 2 MR. GEREMIA: I think that's the question you just
 3 asked. But if you have anything to add than what you
 4 answered, you can do that.
 5 Okay, say it.
 6 MR. DOODIAN: I don't have -- I mean, I really
 7 don't have anything to add. I mean, the Bishop is in
 8 charge. I report to him. He delegates responsibilities to
 9 me.
 10 MR. ZIPES: At this point I'll turn to the Bishop
 11 and just ask if it's your understanding that you're
 12 responsible ultimately for these payments.
 13 MS. BALL: If I may, Mr. Zipes.
 14 MR. ZIPES: Go ahead.
 15 MS. BALL: I think that Mr. Doodian referred to
 16 the budget. And I think that, Mr. Moore, maybe you can
 17 share the process by which the Diocese comes to a budget and
 18 who is involved before it goes to the board of the three
 19 trustees.
 20 MR. MOORE: Yes. Thank you, Ms. Ball. As I
 21 (indiscernible) to provide (indiscernible) information on
 22 this -- there is an echo.
 23 MR. ZIPES: Yes.
 24 MR. MOORE: Maybe, Ms. Ball, if you can mute.
 25 The Diocese prepares a budget heading into its

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1 fiscal year. That budget is prepared by Mr. Doodian and his
 2 staff. There are other parties that will be involved in the
 3 review and approval of that budget (indiscernible) finance
 4 council. And then eventually the trustees, which there are
 5 three trustees of the Diocese, would eventually approve the
 6 budget. And then once that budget is approved, that's where
 7 I think Mr. Doodian was referring to, he operates within
 8 that budget.

9 MR. ZIPES: And who are the three members on the
 10 board?

11 MR. MOORE: This would be the bishop as well as
 12 the vicar general, and the chancellor.

13 MR. ZIPES: And who are the other two individuals,
 14 the names?

15 MR. MOORE: Sure. Father Fasano and Father
 16 McCarthy.

17 MR. ZIPES: And just so we can cut through this a
 18 little bit, are they listed in the schedules or Statement of
 19 Financial Affairs somewhere, these two individuals?

20 MR. MOORE: They are listed under the section for
 21 payments, insiders. They are listed there.

22 MR. ZIPES: Has the board been -- how long has the
 23 board as currently comprised been in existence? And Mr.
 24 Moore can answer that.

25 MR. MOORE: Mr. Zipes, unfortunately, I don't know

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1 the year or if Mr. Doodian or the Bishop has the year for
 2 the current trustees.

3 MR. DOODIAN: Believe it would be 2018.

4 MR. ZIPES: Okay. So I'm not specifically --
 5 thank you, Mr. Moore. I'm not specifically going back and
 6 asking everybody to affirm every single statement just to
 7 make sure everybody's on the same page, but I am assuming
 8 that if Mr. Moore is saying something or someone else is
 9 saying something, that other people have knowledge, they can
 10 chime in at that point.

11 Let me, before I turn it over to the Committee, I
 12 just wanted to ask you about -- and Ms. Ball can actually do
 13 this if she wants. Can you describe the bar date process
 14 and the process in very brief terms for survivors and others
 15 who are worried about how to file a claim in this case or
 16 whether they're going to be barred in some way? Can you
 17 just go through that process and your understanding as you
 18 did -- I think (indiscernible) in the Court.

19 MS. BALL: Yes, thank you, Greg. Be happy to. As
 20 part of the Chapter 11 process, we will as the Court to set
 21 a date and that date will be a time limit for filing what is
 22 known as a proof of claim. We will be working with the
 23 Committee to be sure that the -- those people who would get
 24 a proof of claim, it is our intent to directly notify any
 25 claimant that we are aware of. It is our intent to work

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1 with the Committee on broad publication of such date, but in
 2 the end, the survivor (sound drops) for our major creditor
 3 group a proof of claim for, with the question that will
 4 likely also include a confidentiality protocol to protect
 5 your privacy.

6 But if you want to participate in the
 7 distributions that would come out of the resolution of the
 8 diocese Chapter 11, you will be required to file a proof of
 9 claim. There will be information about it on the Epic
 10 global website that Mr. Zipes already identified. It will
 11 be on the diocesan website and we are relatively certain it
 12 will be in many other places to be sure that we have done
 13 what we can to reach potential survivors that may have
 14 claims.

15 We have not yet asked the Court to set a bar date.
 16 We intend to ask the Court to set a bar date for some time
 17 in the next 90 to 120 days, but that ask will be subject to
 18 your Committee's review (sound drops). But the proof of
 19 claim process is central to your participation in the
 20 distributions that could be made in this case.

21 Mr. Zipes, is there anything that you would like
 22 to add, or Mr. Moore?

23 MR. ZIPES: Not from me. I am going to turn this
 24 over to the Committee in just a minute, but I also wanted to
 25 -- I referred to this before -- creditors, survivors are

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1 able to ask questions at this meeting. They're not required
 2 to ask questions. We are going to give an opportunity. We
 3 want to keep this orderly. We want to be respectful to
 4 everybody. My colleague, Shara Cornell, is available and
 5 what we'll ask is that you email her with your call-in user
 6 number or your phone number. I don't know if we can
 7 identify you on our panel, as I look at it.

8 We'll try to figure that out. But if you can
 9 email Shara at Shara.Cornell, that's S-H-A-R-A dot C-O-R-N-
 10 E-L-L, at USDOJ, that's in United States Department of
 11 Justice, USDOJ.gov. Not com, gov. So again, that's Shara,
 12 S-H-A-R-A dot Cornell at USDOJ, Department of Justice, dot
 13 GOV. We'll figure out a way of unmuting your lines and
 14 having you ask those questions. We, frankly, don't know how
 15 many people will have questions, so we'll ask you to keep
 16 that in mind. We will try to get your answers -- answers to
 17 your questions. That's a major goal of everybody here, but
 18 we'll ask you to also keep in mind this is primarily
 19 financial in nature right now and we're not going to stop
 20 people from asking questions, though.

21 So with that, let me turn this over to Committee
 22 counsel. I may have some follow-up questions. I spoke
 23 briefly with Committee counsel and I think I understand what
 24 questions they're going to be asking, but I assume my
 25 additional questions will be answered. If not, I may very

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1 briefly ask questions of the Debtor after the Committee.
 2 But, so with that, let me turn it over to the
 3 Committee. First of all, just -- again, if it wants to
 4 describe its role in this process, but secondly to ask
 5 questions of the witnesses here.
 6 MR. MOORE: Thank you, Mr. Zipes for the courtesy.
 7 MR. STANG: (sound drops).
 8 MR. ZIPES: Speak up.
 9 MR. STANG: (sound drops).
 10 MR. ZIPES: Speak up a little bit.
 11 MR. STANG: All right, my name is James Stang.
 12 I'm with (sound drops) Committee counsel. I would just like
 13 to add some info, I guess (indiscernible). Mr. Moore, is
 14 there anyone in the room with you?
 15 MR. MOORE: No, I am in my office (sound drops).
 16 I'm in my office by myself.
 17 MR. STANG: Are you communicating with anyone by
 18 text, computer (sound drops) during the course of this
 19 hearing?
 20 MR. MOORE: I actually exchanged one (sound
 21 drops).
 22 MR. STANG: Okay. I would ask you, Mr. Moore,
 23 (sound drops) anyone during this meeting regarding any
 24 question that (sound drops) the attorney-client privilege
 25 upon (sound drops) with someone and (sound drops) questions

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1 (sound drops).
 2 MR. MOORE: Understood.
 3 MR. STANG: Okay. And I'm going to direct (sound
 4 drops) gentlemen (indiscernible) gentlemen in the conference
 5 room. I see four people in there. Anyone else in that
 6 room?
 7 MR. MOORE: Yeah, Mr. Stang, (indiscernible).
 8 MR. STANG: Sorry. My (sound drops), but I
 9 couldn't hear the answer to that.
 10 MR. ZIPES: Actually, hold on. Mr. Stang, it is -
 11 - seems to be a fairly weak line with you right now. Is
 12 there some way you can -- why don't we just do a little test
 13 right now, move your microphone around a little bit and
 14 we'll tell you if it's a little bit better. I can't hear
 15 him now at all. Jim, you have to go off mute.
 16 MR. STANG: Okay, is that better. Hello, Greg?
 17 MR. ZIPES: Yeah --
 18 MR. STANG: Shara?
 19 MR. ZIPES: Yeah, that's a little bit better.
 20 That's --
 21 MR. STANG: (sound drops) to see if (sound drops)
 22 on my end. I was (sound drops) the four people that I can
 23 see on the screen and there was an answer, but I couldn't
 24 hear it.
 25 MR. MOORE: The answer is yes, there is. Father

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1 Eric (indiscernible) is here in the room with us (sound
 2 drops).
 3 MR. STANG: Okay. People who (sound drops), if
 4 you're communicating with anyone regarding any of the
 5 questions that are -- you're communicating with counsel, do
 6 not disclose the substance of (indiscernible), but we would
 7 like to know if you're communicating with anyone in
 8 responding to a question. We will be -- I'll start --
 9 MR. ZIPES: Jim, before you start, let me just --
 10 to make this easier because we're having a little bit of
 11 trouble hearing you, you have to go on mute right when
 12 you're done with your question, so the fewer people on,
 13 apparently.
 14 MR. STANG: So this is (sound drops) Chapter 11
 15 was filed, are there any insurance companies that (sound
 16 drops) on account of defense costs that have been incurred
 17 defense of sexual abuse litigation?
 18 MR. MOORE: I don't -- we didn't hear that full
 19 question, Jim. You can try again. I don't -- I'll put
 20 myself on mute.
 21 MR. STANG: Ms. Ball said that one of the reasons
 22 for the filing of bankruptcy was the cost of litigation. I
 23 assume she was referring to the sexual abuse litigation.
 24 Are there any insurance companies that (sound drops) any
 25 money to the diocese (sound drops) related (sound drops).

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1 MR. MOORE: I don't know.
 2 MR. STANG: Are you aware of any law firm that
 3 (sound drops) any claims from any insurance company which
 4 (sound drops) defense of sexual abuse claims?
 5 MR. MOORE: We couldn't make out that question
 6 either, Jim.
 7 MR. ZIPES: Here's what I would suggest, because
 8 we are having a little (overlapping speakers). Jim, just
 9 hold on one second. (overlapping speakers). Just hold on
 10 one second. Jim, can you call Karen and be on her
 11 speakerphone? That might be the...
 12 MR. STANG: -- my cellphone and (indiscernible)
 13 the video. That might make it easier.
 14 MR. ZIPES: That's actually much better. Why
 15 don't you -- whatever you're doing right now.
 16 MR. STANG: -- over to the phone or stay where I
 17 am, that will...
 18 MR. ZIPES: This is much better, Jim, so
 19 (overlapping speakers). So, but you have to go on mute
 20 whenever you're not talking. (overlapping speakers).
 21 MR. STANG: Mr. Doodian, are you aware of any law
 22 firms that are owed any liens or -- from an insurance
 23 company on account of their defense?
 24 MR. DOODIAN: I'm not aware of it. I'm not aware
 25 of any.

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1 MR. STANG: Thank you. Bishop, we heard testimony
 2 that the diocese obtained the consent of the (sound drops)
 3 petition.
 4 BISHOP BARRES: Are you asking me (indiscernible)?
 5 MR. STANG: I'm asking if that testimony is
 6 correct.
 7 BISHOP BARRES: That is correct. So the Holy See
 8 approved the filing.
 9 MR. ZIPES: Mr. Stang, are you trying to ask a
 10 question?
 11 MR. STANG: Greg, can you hear me.
 12 MR. ZIPES: Yeah, you're a little bit weak. We
 13 tried to work out some of these --
 14 MS. CORNELL: Jim, do you have -- the call-in
 15 information? Do you want to try to do that instead of going
 16 through the Webex platform?
 17 MR. ZIPES: Ms. Stein, can you come on just for a
 18 second? It's Greg -- Greg Zipes. Ms. Stein, do you mind
 19 calling Mr. Stang (overlapping speakers) and just calling
 20 him and putting him on speaker? (indiscernible).
 21 Technology is great.
 22 MS. CORNELL: Greg, just so they're aware, the
 23 folks that are calling in on -- from the telephone lines are
 24 not aware of their call-in user numbers, so the way that
 25 they can raise their hands to ask us question, they can

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1 press star-three on their phone and then wait for us to
 2 unmute them to ask their questions, because they're unable
 3 to access their specific number that we can see.
 4 MR. ZIPES: Okay. So this is Ms. Cornell.
 5 MS. CORNELL: -- also email me to make sure that
 6 we do get your question.
 7 MR. ZIPES: Okay, that's Greg Zipes and Shara
 8 Cornell speaking. I don't want to waste time here. My
 9 suggestion with Ms. Stein is that you put Mr. Stang on
 10 speaker and just put the phone next to the computer.
 11 MS. CORNELL: This is Shara Cornell speaking.
 12 Greg, in the meantime, would you like to unmute some of the
 13 other callers that are present?
 14 MR. ZIPES: Well, I'd like -- let's just see if we
 15 can get this done, because of their questions may be
 16 answered. It's possible.
 17 MS. CORNELL: Okay.
 18 MR. ZIPES: Although, we will do that if we can't
 19 get this straightened out in a few minutes. And thank you
 20 everybody for your patience.
 21 MS. STEIN: I now have Mr. Stang on the
 22 speakerphone on my cell, see if you can --
 23 MR. ZIPES: Okay, great.
 24 MR. STANG: You hear me?
 25 MR. ZIPES: Yeah, just turn it up a little bit

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1 more and put it very close to the speaker and I think we'll
 2 be fine now.
 3 MR. STANG: Okay. I apologize to everyone for
 4 this. Assuming it was on my end, since other people were
 5 not having a problem. I'm going to put it on -- Greg, how's
 6 that?
 7 MR. ZIPES: That's better. That's better. It's
 8 not stellar, but let's go with it.
 9 MR. STANG: Okay. I apologize to everyone,
 10 including all of the survivors, you had to put up with that
 11 technical problem. Bishop, the question is to you. My
 12 understanding is that the diocese did ask the Holy See for
 13 consent to file the bankruptcy. Who asked the Holy See on
 14 behalf of the diocese that permission?
 15 BISHOP BARRES: Mr. Stang, after consultation with
 16 the Trustees, the diocese finance counsel, and the college
 17 of consultants, I petitioned the Holy See.
 18 MR. STANG: And did you do that in writing (sound
 19 drops)?
 20 BISHOP BARRES: I did.
 21 MR. STANG: And when did you send the letter to
 22 the Holy See asking for the permission to file the
 23 bankruptcy?
 24 BISHOP BARRES: I could get that for you. I don't
 25 have that committed to memory.

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1 MR. STANG: Was it more than 30 days before the
 2 bankruptcy was actually filed?
 3 BISHOP BARRES: I would have to check, Mr. Stang.
 4 MR. STANG: Okay. (overlapping speakers)
 5 MR. STANG: -- might be follow-up questions and
 6 we'll do that through counsel.
 7 BISHOP BARRES: All right.
 8 MR. MOORE: It's Mr. Moore. Can you hear me?
 9 MR. STANG: Yes.
 10 MR. MOORE: I believe that that was submitted
 11 around the end of August of this -- 2020, so approximately
 12 30 days, maybe just a little over 30 days prior to the
 13 petition.
 14 MR. STANG: Okay. And Bishop, did the Holy See
 15 respond in writing to your request?
 16 BISHOP BARRES: Yes. It was -- the permission was
 17 granted.
 18 MR. STANG: Okay. So I'd like to go to the
 19 (indiscernible) notes and I think I know the answer to this
 20 question, but Mr. Doodian, on Page 2 of 308, in response to
 21 question number one, it says that the Debtor filed voluntary
 22 petitions, plural, for relief. I assume that's a typo. Is
 23 that correct?
 24 MR. MOORE: Mr. Stang, it's Mr. Moore. That is
 25 correct. It's a typo.

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1 MR. STANG: Okay. On Page 3 of 308 in response to
 2 Subpoint A on that (sound drops), are there any sexual abuse
 3 claims that are disclosed on the schedules that are
 4 undisputed?
 5 BISHOP BARRES: I don't know. I don't know.
 6 MR. STANG: Who would know the answer to that
 7 question?
 8 MR. STEPHENS: Jim, this is Eric Stephens. We'll
 9 check and get back to you on that.
 10 MR. STANG: Okay. Bishop, would you briefly
 11 describe for me the reconciliation program that the diocese
 12 was involved in prior to the bankruptcy?
 13 BISHOP BARRES: Yes, the independent
 14 reconciliation and compensation program is -- provides Ken
 15 Feinberg and Camile Biros who are globally recognized
 16 mediators who work in regard to high-profile mediations
 17 involving the World Trade Center, the BP oil spill, and the
 18 first part of the independent (indiscernible) independent,
 19 Ken Feinberg and Camille, they were independent in regard to
 20 the work that they did with survivors. And so that was the
 21 (sound drops) we've been very pleased with them. We have
 22 350 survivors and we've been blessed to be able to offer
 23 that compensation of roughly \$62 million dollars.
 24 MR. STANG: So would a survivor participate or
 25 submitting a claim in that program, submit that claim in

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1 writing to the Feinberg office?
 2 BISHOP BARRES: That is my understanding.
 3 MR. STANG: Did the diocese receive copies of
 4 those claims? I'll call them claims, but whatever --
 5 describe them, submissions, claims. Did the diocese receive
 6 copies?
 7 BISHOP BARRES: I did not, but I do not know.
 8 MR. STANG: You personally did not see any of the
 9 submissions made to the reconciliation program?
 10 BISHOP BARRES: I did not. I did not.
 11 MR. STANG: Did you have the ability to ask for
 12 those claims, you personally? You have the ability to ask
 13 Mr. Feinberg to see those claims?
 14 BISHOP BARRES: I do not know. I did not address
 15 that. The emphasis was on it being independent, so I just
 16 thought the preservation of that independence, I really
 17 never thought to ask.
 18 MR. STANG: Have you ever read a complaint filed
 19 in any Court in the United States accusing a priest of the
 20 Diocese of Rockville Centre of abuse? Have you personally
 21 ever read a complaint?
 22 BISHOP BARRES: I don't remember doing so, but I'd
 23 like the opportunity to check.
 24 MR. STANG: So my understanding was that the
 25 reconciliation program compensated approximately 350 people.

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1 Is that correct?
 2 BISHOP BARRES: Correct.
 3 MR. STANG: And (indiscernible) \$62 million,
 4 approximately?
 5 BISHOP BARRES: Yes.
 6 MR. STANG: And was some of that also paid by the
 7 diocese as opposed to the carriers??
 8 BISHOP BARRES: I'm sorry, could you repeat that,
 9 Mr. Stang?
 10 MR. STANG: Was some of the \$62 million that was
 11 paid out paid by the diocese out of its own funds as
 12 compared to funds of the insurance companies?
 13 BISHOP BARRES: I would defer to our financial
 14 experts, Chuck (indiscernible) and Tom Doodian.
 15 (overlapping speakers).
 16 MR. STANG: -- question?
 17 MR. MOORE: Yeah, Mr. Stang, it's Mr. Moore. All
 18 of the \$62 million was paid out by the diocese.
 19 MR. STANG: Okay, back to the bishop. Bishop, the
 20 diocese paid out \$62 million in, what, approximately the
 21 last two or three years, and my understanding is that you
 22 have never read a single claim form on account of those
 23 payments? Just want to make sure I understand (sound
 24 drops).
 25 MR. GERMEMIA: I think that's mischaracterizing

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1 it. You asked him whether he read a complaint.
 2 MR. STANG: No, I also asked if he read any
 3 submissions to the IRCP program and he said he -- either he
 4 said no or I wasn't -- he wasn't sure (indiscernible).
 5 MR. ZIPES: I'm just hopping in so that the record
 6 is clear --
 7 BISHOP BARRES: I don't remember --
 8 MR. ZIPES: Excuse me, I apologize. I just want
 9 to make sure the record is clear. Gentleman just spoke. I
 10 want to just make sure -- from the conference room, I just
 11 want to make sure the record is clear on who was speaking.
 12 MR. GEREMIA: That was Todd Geremia from Jones
 13 Day, Mr. Zipes.
 14 MR. STANG: So I just want to make sure I
 15 understood the testimony that at least, sitting here today,
 16 Bishop, you cannot remember reading a single claim form that
 17 was processed through Mr. Feinberg's office on account of
 18 which this diocese paid 62 -- total of \$62 million?
 19 BISHOP BARRES: Yes, Mr. Stang, I cannot remember.
 20 MR. STANG: Okay. So Bishop, did Mr. Feinberg's
 21 office inform the diocese of the names of any of the priests
 22 on whose account settlements were paid?
 23 BISHOP BARRES: I would -- could you repeat the
 24 question?
 25 MR. STANG: Sure. Was the diocese informed of the

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1 names of any priests on whose account settlements were paid
 2 through the reconciliation program?
 3 BISHOP BARRES: I believe so.
 4 MR. STANG: And what did the diocese do? If the
 5 diocese had not already conducted a review or an
 6 investigation of that priest, what was the process the
 7 diocese engaged in, if any, to investigate that priest?
 8 BISHOP BARRES: First of all, the -- every
 9 accusation, we report every accusation to the appropriate
 10 civil authorities. Every accusation is investigated and if
 11 credible, every accusation is published to our diocesan
 12 website and the parishes where the priest would serve.
 13 MR. STANG: Who are the parent members of the
 14 review board?
 15 BISHOP BARRES: We have a total of seven and we
 16 can get you those. If appropriate, we can get you the
 17 names. They are -- have a variety of different expertises,
 18 from counseling and therapy. Some people with expertise in
 19 child sexual abuse. We do have one survivor who is a very
 20 effective member of that review board. We have a non-
 21 Catholic and it's a group of seven.
 22 MR. STANG: Are you on the review board?
 23 BISHOP BARRES: I am not on the review board.
 24 MR. STANG: Are you -- do you get copies of the
 25 review board's conclusions regarding a particular person

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1 being reviewed?
 2 BISHOP BARRES: I am present at the review board
 3 deliberation, so I do hear at least part of the discussion
 4 and the presentation.
 5 MR. STANG: Is the determination that if someone -
 6 - is the conclusion of the review board whether someone is
 7 credibly accused or not credibly accused? Is that the
 8 terminology that's used?
 9 BISHOP BARRES: Yes. Credibly accused and -- two
 10 parts. If the person has been credibly accused and
 11 secondly, suitability for ministry.
 12 MR. STANG: Those are two different things the
 13 review board looks at?
 14 BISHOP BARRES: Well, there is -- if the review
 15 board does come to a conclusion that it is credible, it's
 16 pretty much a foregone conclusion about suitability because
 17 of our zero-tolerance policy.
 18 MR. STANG: Okay. Just to cut this short perhaps,
 19 are the rules and -- are the operating rules of the review
 20 board posted on the diocesan website?
 21 BISHOP BARRES: That's something -- thank you for
 22 that question, Mr. Stang. I don't know.
 23 MR. STANG: Okay. I reviewed the website. I
 24 didn't see it, but then there are obviously corners of those
 25 websites. You have to know how to look into them. Does the

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1 diocese list the identities of any clergy the review board
 2 has found to be credibly accused? Is it listed on its
 3 website somewhere?
 4 BISHOP BARRES: No.
 5 MR. STANG: Why not?
 6 BISHOP BARRES: We had, as we know, a Suffolk
 7 Grand Jury and also a Nassau County Grand Jury. The names
 8 are, for the most part, public.
 9 MR. STANG: Does the diocesan website have direct
 10 links to either of those Grand Jury reports?
 11 BISHOP BARRES: I do not -- I'm not sure.
 12 MR. STANG: Okay. I (overlapping speakers) is
 13 that the (overlapping speakers).
 14 MS. BALL: Jim, hold on one second. They're
 15 trying to interrupt. Sorry.
 16 MR. STANG: Sure.
 17 MS. BALL: Go ahead.
 18 MR. MOORE: Bishop was further giving an answer.
 19 (overlapping speakers).
 20 BISHOP BARRES: The Grand Jury reports, I arrived
 21 in -- January 31st, 2017 and the Grand Jury reports, you
 22 know, those Grand Jury investigations happened a long time
 23 before I came.
 24 MR. STANG: Okay. All right. I don't know, since
 25 I'm not on the video, I don't know if that was Ms. Ball who

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1 just -- addressing me, but --
 2 MS. BALL: It was the bishop, Jim.
 3 MR. STANG: No, I -- okay, you were just telling
 4 me he was still speaking. Bishop, do you have any canon law
 5 training beyond what a seminarian might get in the course of
 6 training? Do you have any specialized education in canon
 7 law?
 8 BISHOP BARRES: I do have a JCL, yes.
 9 MR. STANG: And can you tell me what that stands
 10 for?
 11 BISHOP BARRES: It's licentiate in canonical
 12 jurisprudence.
 13 MR. STANG: Would people refer to you as a canon
 14 lawyer?
 15 BISHOP BARRES: Yes.
 16 MR. STANG: Okay. Are you familiar with the
 17 canons regarding your obligation to maintain a confidential
 18 file under which you have exclusive control? I believe it
 19 is canon -- between Canons 46 and 491. Are you familiar
 20 with those canons?
 21 BISHOP BARRES: Yes. The (indiscernible) archives
 22 referred to, but that's poor Latin translation. It refers
 23 to the confidential personnel files that really any
 24 institution would have. Yes.
 25 MR. STANG: Yeah, he sometimes refers to them as

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1 the 489 files (sound drops) exactly what we're talking
 2 about. And do you maintain such files?
 3 BISHOP BARRES: We -- as in any institution, of
 4 course we have personnel files.
 5 MR. STANG: Right. Do you maintain files that are
 6 covered by Canon 489?
 7 BISHOP BARRES: Yes, we do.
 8 MR. STANG: Okay. And are they under your
 9 exclusive control?
 10 BISHOP BARRES: And like to make a parallel with
 11 what Mr. Doodian said in terms of the delegation of that,
 12 certainly they're ultimately my responsibility, but there's
 13 a good but of delegation that goes on in terms of diocesan
 14 (indiscernible), but also in terms of the various firms,
 15 that we have a very robust investigative process with,
 16 mainly Renaissance and Nixon Peabody.
 17 MR. STANG: Mr. Bishop, assuming that those files
 18 could be redacted with personally identifying information of
 19 the survivor, will the diocese release those files?
 20 MR. GEREMIA: Mr. Stang, thank you for that
 21 question. I think it's something that I think there may be
 22 a good follow-up conversation with the Diocese of Rockville
 23 Centre team and the Creditors Committee.
 24 MR. STANG: Okay, I will take that as a -- well,
 25 I'll take that for what it is. The answer is the answer.

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1 Thank you, Bishop, I appreciate --
 2 MR. GEREMIA: That would be (sound drops) and we
 3 can discuss that. Willing to help you about producing
 4 files.
 5 MR. STANG: Okay. And Bishop, so you know, we had
 6 not previous -- well, we've just been recently (sound drops)
 7 formed it. I don't want you to think your counsel has
 8 ignored that request. This is the first time we've made
 9 that specific request. Mr. -- I guess maybe Mr.
 10 (indiscernible). In Page 3 of 308 of the (sound drops)
 11 notes, (sound drops) reference to no claimants (sound
 12 drops). Is the diocese intending to continue its appeal of
 13 the constitutionality of the calendar consent?
 14 MR. MOORE: (sound drops) diocese's litigation,
 15 but obviously as part of (sound drops), we are hoping to
 16 adjudicate all claims that will be filed as part of this
 17 bankruptcy case. So I can't speak to any other
 18 (indiscernible) but certainly...
 19 MR. STANG: Mr. Doodian --
 20 MR. ZIPES: Hold on one second. It's Greg Zipes
 21 again. I just want to make sure the record is clear and
 22 that was Mr. Moore just speaking there.
 23 MR. STANG: Mr. Doodian, does the diocese get the
 24 (sound drops) projected activities from Jones Day in
 25 connection with its -- obviously, its role, its defense

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1 counsel to the diocese on child sexual abuse claims?
 2 MR. MOORE: Clarify that. You asked for a list of
 3 projected activities? Is that what we heard, Jim?
 4 MR. STANG: Well, actually I think I said budget -
 5 - projected budget. I'll kind of cut to the chase. Does
 6 the diocese anticipate employing Jones Day to continue the
 7 appeal of the constitutionality of the Child Victim Act?
 8 BISHOP BARRES: I don't know if that's going to be
 9 pursued. That's not under my jurisdiction.
 10 MR. STANG: And whose jurisdiction is it under?
 11 MR. MOORE: I think Ms. Ball can also address
 12 this, Jim, but as Chuck just explained now, obviously those
 13 appeals or that appeal, the consolidated appeal is subject
 14 to the automatic stay right now and the diocese plan is to
 15 proceed with bankruptcy and exit it and resolve all the
 16 claims that are subject to that appeal, so the plan is not
 17 to pursue that appeal further and to address the claims as
 18 part of bankruptcy.
 19 MR. STANG: Bishop, one question for you. As the
 20 president of the board and as the bishop of the diocese, is
 21 the diocese intending to raise the statute of limitations
 22 defense to any of these child sexual abuse claims (sound
 23 drops)?
 24 MR. GEREMIA: I'm not sure at this time.
 25 MR. STANG: Okay. All right, thank you. Staying

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1 on Page 3 of 308, there's a reference to Grand Jury reports
 2 that are (sound drops) November 2020. Is that deadline
 3 still reliable (sound drops).
 4 BISHOP BARRES: Yes.
 5 MR. GEREMIA: And this is -- just for the record,
 6 it was Todd Geremia who answered the last question.
 7 MR. STANG: Turning to Page 5 of 308, during
 8 (sound drops) initially, it says that causes of action are
 9 obviously -- some cause of action may not have been
 10 identified or set forth in the schedules. At a hearing
 11 yesterday, Mr. Moore, the status conference with Judge
 12 (indiscernible), were you (sound drops).
 13 MR. MOORE: -- Mr. Moore, yes (indiscernible).
 14 MR. STANG: And did you hear counsel tell the
 15 diocese (sound drops) that the IAC was investigating were
 16 "colorable claims" (sound drops)?
 17 MR. MOORE: Yes.
 18 MR. STANG: Is it the Debtor's intention to amend
 19 its schedules to reflect those causes of action?
 20 MR. MOORE: At this point, feel we have
 21 information, are able to qualify (sound drops) do not (sound
 22 drops) the schedules. Indicated in the notes here, we
 23 certainly (sound drops) information.
 24 MR. ZIPES: Mr. Moore, I'm sorry, you're cutting
 25 out. It's Greg Zipes again. You're cutting out.

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1 MR. MOORE: We're having a hard time hearing the
 2 witness' answer, so if Mr. Stang can mute himself after he
 3 asks the question, I think that will help.
 4 MAN 1: And Ms. Ball, I think you're not on mute.
 5 If you can also mute it.
 6 MS. BALL: Sure.
 7 MR. STANG: Mr. Moore, so as I understand it, the
 8 Debtor is not going to schedule those claims because
 9 currently the value of those claims is unknown?
 10 MR. MOORE: That's correct, and as additional
 11 information may become available, that's certainly something
 12 that the Debtor would consider doing, to amend those
 13 schedules.
 14 MR. STANG: IAC, Independent Advisory board
 15 reviewing (indiscernible) transactions. Each of those
 16 transactions that (indiscernible) I believe is identified
 17 (indiscernible), those claims were successful, wouldn't that
 18 be the value of claims? (overlapping speakers).
 19 MR. MOORE: -- dollars and above, the threshold
 20 for the transactions... The transactions were to fall into
 21 that category in excess of \$25 million, but in terms of what
 22 the potential claim may be and the likelihood of recovery,
 23 those items (sound drops) Mr. Stang.
 24 MR. STANG: I apologize. Mr. Moore, do you
 25 recollect the declaration you filed as the first day

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1 declaration in the bankruptcy case?
 2 MR. MOORE: Yes, sir.
 3 MR. STANG: Do you have with you or can you access
 4 it?
 5 MR. MOORE: I can access that, yes.
 6 MR. STANG: I'd like you to turn to Paragraph 53
 7 of that declaration. Tell me when you're (sound drops),
 8 please.
 9 MR. MOORE: Paragraph 53 of my declaration, I have
 10 (sound drops).
 11 MR. STANG: Okay. You said that on September 1st,
 12 2017, the diocese transferred operations, certain of the
 13 assets. Can you identify how much liquid assets including
 14 cash and investments was transferred?
 15 MR. MOORE: I believe that the (sound drops).
 16 MR. ZIPES: Mr. Moore, it's Greg Zipes. I'm
 17 cutting in here. This might actually be on your end. Do
 18 you -- you're not being heard that well.
 19 MR. MOORE: Mr. Zipes, is the audio any better? I
 20 believe it's when (indiscernible) line is not muted and then
 21 everyone else is talking...
 22 MR. ZIPES: This actually is much better, so..
 23 WOMAN 1: (indiscernible).
 24 MR. MOORE: Let me just -- I'll repeat the answer.
 25 I believe that it was (sound drops).

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1 MR. STANG: This is Mr. Stang. That's sufficient.
 2 Did that include the value of the real estate or was that
 3 what I would call liquid assets and cash investments?
 4 MR. MOORE: (indiscernible) investments...
 5 MR. ZIPES: I want to be respectful to the
 6 questioning here. It's Greg Zipes. But I also want to make
 7 sure that everybody is -- are you on again?
 8 MR. STANG: This is Mr. Stang. I can -- Jim
 9 Stang. I can hear you.
 10 MR. ZIPES: Okay. So you're back. So, continue.
 11 MR. STANG: Mr. Moore, has the diocese determined
 12 the value of the real estate that was transferred in
 13 connection with the transaction you referenced in your
 14 declaration?
 15 MR. MOORE: (indiscernible) the activities IAC
 16 (sound drops).
 17 WOMAN 1: Apologies (indiscernible) here. Mr.
 18 Stang, I keep getting a message that I have to unmute myself
 19 even though I'm not...
 20 MR. STANG: Mr. Doodian, can you answer the
 21 question on what was the value of the cemetery real estate
 22 that (sound drops) on or about September 1st, 2017?
 23 (overlapping speakers). Greg, can you hear me?
 24 MR. ZIPES: Yes, we can hear you. I think this
 25 was directed at Mr. Doodian.

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1 MS. BALL: (indiscernible) may not know which
 2 transaction you're talking about. He's not looking at the
 3 data. Mr. Stang, could you -- are you talking about the
 4 cemeteries, schools? What are you talking (sound drops) Mr.
 5 Doodian oriented.
 6 MR. STANG: Mr. Doodian, were you chief financial
 7 officer of the diocese in September 2017? Mr. Doodian, can
 8 you hear me? Mr. Doodian? Hello?
 9 MR. MOORE: Can you hear us now? I think --
 10 MR. ZIPES: Yes.
 11 MR. STANG: Sure. It's hard -- I'm trying to keep
 12 track when I'm on (sound drops).
 13 MR. MOORE: So I think, Jim, (sound drops). He
 14 heard (sound drops).
 15 MR. STANG: -- CFO in 2017?
 16 MR. DOODIAN: Yes.
 17 MR. STANG: And are you generally aware of the
 18 financial impact to the diocese of the transfer of the
 19 cemetery division of the diocese to the cemetery corporation
 20 and trust?
 21 MR. DOODIAN: Yes.
 22 MR. STANG: What did the diocese -- what was the
 23 diocese's valuation of the cemetery real estate (sound
 24 drops)?
 25 MR. MOORE: Can you repeat that question again?

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1 You broke up.

2 MR. STANG: What was the diocese's valuation of

3 the cemetery real estate that was transferred from the

4 division to the trust?

5 MR. DOODIAN: I'd like -- I don't recall it

6 offhand. I have to look at the transaction and the books

7 and records again.

8 MR. STANG: Mr. Doodian, the -- Mr. Moore's

9 declaration says the cemetery corporation assumed that the

10 diocese was relieved of all obligations to provide perpetual

11 care for the deceased. Did the diocese have an opinion as

12 to the amount of that obligation, the dollar (sound drops)?

13 MR. DOODIAN: Yes.

14 MR. STANG: And what was the dollar -- and did you

15 determine that dollar amount?

16 MR. DOODIAN: I had an independent accounting firm

17 calculate that.

18 MR. STANG: Remember the name of the firm?

19 MR. DOODIAN: Anchin, Block, and Anchin.

20 MR. STANG: And do you remember the amount?

21 MR. DOODIAN: I -- for 30 years of care, a

22 discount rate of roughly, I think, 5 percent, it was --

23 about around \$65 million amount.

24 MR. STANG: Does the diocese provide any ongoing -

25 - any support to the cemetery corporation -- well, let me

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1 step back for a moment. Mr. Moore's declaration says that

2 the cemetery corporation participates in the Debtor's

3 insurance claim. It also says it relies on investments from

4 the (indiscernible). Other than those two elements, does

5 the diocese provide any financial support to the cemetery

6 corporation and cemetery trust?

7 MR. DOODIAN: No.

8 MR. STANG: On page -- Mr. Doodian, on Page 8 of

9 308 of the (sound drops) Subpoint J, it says that

10 receivables and payables for related entities should not be

11 construed as a determination for admission as to the

12 validity of such receivables. Can you explain that

13 reservation? I don't understand why the listing of an

14 amount to a related entity is not a determination or

15 admission as to the validity of receivable.

16 MR. DOODIAN: Chuck -- I would defer to Chuck on

17 that.

18 MR. MOORE: Mr. Stang, this is (indiscernible).

19 This relates more to the (indiscernible) and any associated

20 receivables, so we have (indiscernible) transfers. We have

21 not made determination as to whether there may be claims

22 against a related entity or whether those may have resulted

23 in receivable -- valid receivable (indiscernible).

24 MR. STANG: Okay. Mr. Doodian, referring back to

25 Page 10 of 308 and specifically the (sound drops) Part 3,

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1 Subparagraph B on that page, it says parishes -- because

2 parishes are not obligated to pay under applicable law, the

3 Debtor may not have investment property interest receivable

4 (indiscernible). I assume that this is talking about

5 receivables (indiscernible) parishes. Why aren't the

6 parishes obligated to -- what applicable law are you

7 referencing when you say the parishes are not obligated to

8 pay?

9 MR. DOODIAN: (overlapping speakers) on the

10 standing law and not, I would say, under civil law. So I

11 mean, it's not like we're going to sue a parish for

12 (indiscernible).

13 MR. MOORE: Mr. Stang, this is Mr. Moore. Just to

14 provide a (sound drops) that, under an administrative

15 services agreement, as an example, between a parish and the

16 diocese, that is an executory contract and (sound drops)

17 amounts owed, but as Mr. Doodian has highlighted, the (sound

18 drops) is not pursuant to the administrative services

19 agreement or an executory contract.

20 MR. STANG: So I don't know who to direct this to

21 other than the bishop, so I'll direct it to the bishop.

22 Bishop, do you take the position that amounts due -- let's

23 explain (sound drops) Latin phrase is. My understanding,

24 Bishop, is that the parishes pay 7.5 percent of assessable

25 collections to the diocese -- assessable collections being

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1 probably a defined term, so I don't want to say all

2 collections because I know that's probably not true. But is

3 that what this Latin phrase refers to, parish obligation

4 under canon law to pay that 7.5 percent of assessable

5 collections?

6 BISHOP BARRES: That's my understanding. And is

7 it your understanding that under applicable non-canon law,

8 the diocese does not have the ability to enforce that

9 obligation?

10 MR. MOORE: Yeah, (sound drops). Asking for a

11 legal opinion there. I don't think it's established he's a

12 civil lawyer who provides that kind of legal advice (sound

13 drops) give an understanding, if you have one, Bishop.

14 BISHOP BARRES: So (sound drops) that would

15 require, you know, clarification with our civil legal

16 experts (sound drops) experts as well.

17 MR. STANG: Fair enough. Bishop, I'll ask (sound

18 drops). What are the remedies of the diocese against a

19 parish that does not pay that legal -- I call it (sound

20 drops) tax. I hope that's not taken as offensive by (sound

21 drops) referred to as such. I don't think I can pronounce

22 the Latin as quickly as (sound drops). What are the

23 remedies of the diocese if the parish fails to pay that tax?

24 BISHOP BARRES: Canon law?

25 MR. STANG: Yeah, canon law. Yes, canon law.

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1 BISHOP BARRES: Yes, Mr. Stang, if we can consult
 2 with our (sound drops) expert, he'll (sound drops) than I do
 3 (indiscernible) answer.
 4 MR. STANG: Mr. Doodian, as of the petition date,
 5 did the diocese owe any money to the Internal Revenue
 6 Service? Now, I want to caution you. I understand that
 7 certain taxes may have been paid pursuant to (indiscernible)
 8 orders, but on the petition date before she ever opened
 9 (indiscernible) the diocese, did the diocese owe any money
 10 to the IRS?
 11 MR. DOODIAN: Not that I am aware.
 12 MR. STANG: They had no payroll tax obligations
 13 owing on the petition date?
 14 MR. DOODIAN: That's not the IRS.
 15 MR. STANG: There were no Social Security payments
 16 due?
 17 MR. DOODIAN: As of the petition date?
 18 MR. STANG: Yes.
 19 MR. DOODIAN: That's all handled by ADP.
 20 MR. STANG: Okay. Referring you to Page 12 --
 21 well, let's... So I'd like to turn your attention, Mr.
 22 Doodian, to Page 16 of 308, starting at Question 11
 23 (indiscernible) receivables that are over 90 days old in
 24 which you state -- sorry. In which you state that
 25 approximately \$8.8 million or \$9.8 million (sound drops) or

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1 uncollectable. Can you describe for me by grouping the
 2 principal obligors on those receivables (indiscernible)
 3 uncollectable? Are they parishes? Is it other related
 4 entity or entities? Can you give me a general idea?
 5 MR. DOODIAN: Yeah (sound drops) with the
 6 parishes, yes.
 7 MR. STANG: Okay. In Page 20 of 308, the question
 8 is, has any of the property -- referring to real estate --
 9 been appraised by a professional within the last year?
 10 MR. DOODIAN: (indiscernible).
 11 MR. STANG: Has any of the real estate beyond that
 12 disclose been appraised in the last five years
 13 (indiscernible) for the period of time for the answer to
 14 Question 58?
 15 MR. DOODIAN: I am not aware of any real estate
 16 valuation.
 17 MR. MOORE: In the last five --
 18 MR. DOODIAN: In the last five years. I am aware
 19 that in the last five years, if we sold property, we do get
 20 valuation before the property is sold.
 21 MR. MOORE: Mr. Stang, this is Mr. Moore. Just to
 22 clarify, you are referring to Question 58?
 23 MR. STANG: Yes, sir.
 24 MR. MOORE: Okay, and the answer to that is yes.
 25 MR. STANG: And what other real estate would that

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1 be?
 2 MR. MOORE: Real estate that has been appraised
 3 within the last year is the pastoral center or the chancery.
 4 MR. STANG: I'm sorry, I was asking you would
 5 there be any additional properties picked up if we went back
 6 five years.
 7 MR. MOORE: I thought maybe that's what you were
 8 asking. I don't think it was clear in your question, so
 9 that's why I wanted to clarify. So beyond the chancery,
 10 were there any other appraisals in the last five years?
 11 MR. STANG: Yes.
 12 MR. MOORE: Yeah, I think the answer to that is
 13 no, but I'll let Mr. Doodian confirm. Yeah, that question
 14 (indiscernible). Other than the appraisals of the chancery,
 15 have there been any other appraisals of property (sound
 16 drops).
 17 MR. DOODIAN: No, but again, it's only (sound
 18 drops) we have it appraised.
 19 MR. STANG: Mr. Doodian, could you go to Page 21
 20 of 308?
 21 MR. DOODIAN: Yes.
 22 MR. STANG: And I apologize. I'm trying to go
 23 between my notes on my iPad and the binder that Ms. Ball
 24 sent to me, so I apologize if I'm not (indiscernible)
 25 records, but it (indiscernible) the Question 77 says, other

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1 property that (indiscernible) and there's a rider there.
 2 Can you direct me to the page of the schedules that has that
 3 rider? I'm just having a little trouble putting my finger
 4 on it. I want to make sure the question I'm asking you is
 5 right. If not, I'll just ask you the question. We might
 6 (indiscernible) answer...
 7 MR. DOODIAN: Why don't you just ask the question?
 8 MR. STANG: Okay. I noticed in the schedules that
 9 there was a payment to an account of a homeowner's
 10 association (sound drops) and I don't remember seeing any
 11 interest in a timeshare or condominium listed on the
 12 schedules. Can you connect those dots for me?
 13 MR. DOODIAN: I would have to see who the payment
 14 was to. I would need more information than that. I'm
 15 sorry.
 16 MR. STANG: Okay.
 17 MR. DOODIAN: (indiscernible).
 18 MR. STANG: Thank you. I'm sure I'll get back to
 19 (sound drops). Mr. Doodian, who is the owner of Dominican
 20 Village property which the diocese has a \$50,000 security
 21 deposit?
 22 MR. DOODIAN: I believe the owner is CHS, Catholic
 23 Health Services, but I am not positive...
 24 MR. STANG: And is Catholic Health Services an
 25 affiliate of the diocese?

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1 MR. DOODIAN: I would say (indiscernible). No. I
 2 mean, they function completely independent of us.
 3 MR. STANG: I understand that. There are various
 4 entities (sound drops) schedules described as Debtor's
 5 affiliate. Does the relationship between the Debtor and
 6 Catholic Health Services, given your use of that term in the
 7 schedules, does the relationship between the Debtor and
 8 Catholic Health Services make it (sound drops) using your
 9 conception as you express in the schedules?
 10 MR. MOORE: -- need to go to the part of the
 11 schedule that lists the affiliates? Can you direct him to
 12 the page that you're referencing, Jim, that lists the
 13 affiliates?
 14 MR. STANG: Mr. Doodian, are you aware that your
 15 schedules refer to various entities as Debtor affiliates?
 16 We really doing (indiscernible). Your schedules (sound
 17 drops) various entities (overlapping speakers).
 18 MR. MOORE: -- affiliates, if you could direct him
 19 to the page (indiscernible).
 20 MR. GEREMIA: The Debtor identifies various Debtor
 21 affiliates so (overlapping speakers) Mr. Doodian, what's the
 22 --
 23 MR. MOORE: Jim, can you hear us?
 24 MR. STANG: I can -- unfortunately, I can't.
 25 MR. MOORE: He said (indiscernible).

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1 MR. STANG: Okay, thank you. (indiscernible)
 2 describe priests as -- this is how I heard it -- as either
 3 priests who were reviewed by the diocesan review board and
 4 found to be credibly accused or priests on whose account
 5 settlements were paid. Are there priests who were residing
 6 at Dominican Village who were accused of sexual abuse but
 7 who were not credibly -- found to be credibly accused by the
 8 diocese or on whose account settlements were not paid?
 9 MR. DOODIAN: (indiscernible) getting involved in
 10 -- I do not get involved in that process at all. I just get
 11 involved with the payment of Dominican Village for the
 12 individuals that are there. I don't know why they're there,
 13 who's in there (indiscernible) I am involved in.
 14 MR. STANG: But you do know that (indiscernible)
 15 are residing at Dominican Center? Dominican Village, I'm
 16 sorry.
 17 MR. DOODIAN: I do not know their names
 18 specifically, no. I mean, I've seen a list, but it's not
 19 committed to memory. I don't know who they are.
 20 MR. STANG: Are (indiscernible) Debtor's books and
 21 records? That was a question.
 22 MR. DOODIAN: (indiscernible).
 23 MR. STANG: Okay.
 24 MR. DOODIAN: What's that?
 25 MR. GEREMIA: Hold on. The question was, are

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1 those individuals that reside at Dominical Village in the
 2 Debtor books and records?
 3 MR. ZIPES: Could I -- I just want to cut it.
 4 It's Greg Zipes. I just want to cut in and please identify
 5 yourself when you're asking questions, just to the record is
 6 clear.
 7 MR. GEREMIA: Sure. That was Todd Geremia, Mr.
 8 Zipes. I just wanted to clarify what the question is. My
 9 understanding is, the question is, are the individuals who
 10 reside in Dominical Village listed in the Debtor's books and
 11 records.
 12 MR. STANG: That was --
 13 MR. DOODIAN: -- question. I do have a list of
 14 individuals who are at Dominical Village. It's not
 15 something that I had memorized.
 16 MR. STANG: Okay. And does the diocese pay -- I
 17 assume there's a rent charge to the residents of that
 18 village. Does the diocese pay that rent? (overlapping
 19 speakers) but does it pay the rent?
 20 MR. MOORE: If there is a rent. You're making an
 21 assumption in the question. Go ahead.
 22 MR. DOODIAN: That is paid by the plan, a retired
 23 priest plan.
 24 MR. STANG: Mr. Doodian, turn to Page 25 or 308,
 25 and I'd like you to go down about five entries and it says,

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1 "Monthly charges, corporate card July 2020 Foundation
 2 Center." What is the Foundation Center?
 3 MR. DOODIAN: I don't know. I'd have to pull it
 4 to look deeper into it, but there's (indiscernible) charges
 5 on this. I don't know exactly. I'd have to look at what
 6 (sound drops).
 7 MR. STANG: And I'm asking you if you know what
 8 that's referring to, not that particular charge, of course.
 9 I'm not asking why the \$1,300 was incurred. I'm asking if
 10 you know what that -- those two words refer to.
 11 MR. DOODIAN: I don't. I don't know what this is,
 12 if it's an entity or what it's referring to.
 13 MR. STANG: Okay. I'd like you to turn to Page 26
 14 of 308 where you list various prepayments to Ecclesia
 15 Assurance Company. Why were those announced -- I understood
 16 your explanation as to Ecclesia. Talked to Mr. Moore about
 17 what Ecclesia is. Why were these amounts prepaid?
 18 MR. MOORE: If you know.
 19 MR. DOODIAN: I don't know.
 20 MR. STANG: Who would've authorized these
 21 prepayments?
 22 MR. DOODIAN: Bill -- William Chapin.
 23 MR. STANG: Okay. I notice that a couple of them
 24 are in the same dollar amount, \$279,611.17. Does that
 25 refresh your recollection as to why these were -- if you

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1 have any knowledge about, does that help you, why these were
 2 prepaid?
 3 MR. DOODIAN: No.
 4 MR. STANG: Okay. Going down a little further,
 5 about six lines below that there is a reference the Jackson
 6 Lewis firm retainer agreement, legal services restructure.
 7 What are the services that Jackson Lewis provides to the
 8 diocese?
 9 MR. DOODIAN: Specifically, I know that they're
 10 advising for some aspects, but I do not know specifically
 11 why they were hired. That's not -- that's more of the legal
 12 counsel's office to take care of.
 13 MR. MOORE: Mr. Stang, this is Mr. Moore. Jackson
 14 Lewis provides employment law related items, services.
 15 MR. STANG: Do either you, Mr. Moore, or you, Mr.
 16 Doodian, know why the word "restructuring" appears next to
 17 that entry for \$30,000 prepayment?
 18 MR. MOORE: Mr. Stang, I think in this regard,
 19 what I would say is that there are activities that the
 20 diocese undertook to reduce costs. Some of those involved
 21 headcount reduction. Why this would've been described as
 22 restructuring, the diocese did restructure it's
 23 (indiscernible), so I think that that is probably why it has
 24 been described that way.
 25 MR. STANG: Okay. Mr. Doodian, Page 27 please.

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1 About six lines down, it shows a -- sorry, get my glasses
 2 here for a moment. Shows a \$90,000 payment to New York
 3 State Catholic Conference for operational costs. Can you
 4 tell me why that was prepaid?
 5 MR. DOODIAN: It says that it was from 7/1/20 to
 6 12/31. It was due. Wasn't prepaid. I mean, there's a
 7 portion of it that's prepaid, but it spans from July, prior
 8 to petition, to after the petition. So you're paying it
 9 ahead of time. You're paying it when it's due,
 10 (indiscernible) quarter. Or it's -- that's semiannual. I'm
 11 sorry. (indiscernible) annual payment.
 12 MR. STANG: Do they -- does the diocese in the
 13 ordinary course pay the New York State Catholic Conference
 14 on a monthly basis, quarterly basis, or some other periodic
 15 basis? In the ordinary course of it's --
 16 MR. DOODIAN: Semiannual, I believe.
 17 MR. STANG: Okay. Can you tell me how the amount
 18 paid to the Catholic Conference is calculated?
 19 MR. DOODIAN: They actually invoice us.
 20 MR. STANG: And what is the basis for the amount
 21 that the diocese owes to the Catholic Conference? What is
 22 the formula for this (indiscernible).
 23 MR. DOODIAN: Do not know that formula.
 24 MR. STANG: Bishop, do you know why the diocese
 25 was assessed \$90,000 by the New York State Catholic

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1 Conference for July 1 to December 31st, 2020?
 2 BISHOP BARRES: I don't know with precision.
 3 MR. STANG: Mr. Moore, do you know on what basis
 4 the New York State Catholic Conference calculates the amount
 5 due from the diocese?
 6 MR. MOORE: Unfortunately, not offhand.
 7 MR. STANG: Okay. Two lines down, Mr. Doodian,
 8 there's a payment of \$90,000 to Nixon Peabody, \$90,250. Do
 9 you know what services Nixon Peabody provides to the
 10 diocese?
 11 MR. DOODIAN: I know -- I don't know specifically.
 12 I know that they've done quite a bit of work for the diocese
 13 over the years. They do some of its investments, but I do
 14 not know in this case.
 15 MR. STANG: Okay. (overlapping speakers)
 16 modification of financial terms. Do you know if that
 17 (indiscernible) affected the rates that Nixon Peabody
 18 charges the diocese for its work?
 19 MR. DOODIAN: Again, when it comes to legal
 20 aspects and the legal dealings with what goes on in the
 21 diocese, the legal department really handles the negotiation
 22 of what goes on between legal and legal. I'm not involved
 23 in the specifics of what their dealings are.
 24 MR. STANG: Including their financial terms as
 25 opposed to the substance of what they're asked to do?

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1 MR. DOODIAN: The financial terms, I view the
 2 invoice and it's -- I make sure that it coincides and
 3 approved by whoever engaged the services.
 4 MR. STANG: On the balance of this page and going
 5 over to the next page, there are many entries showing a
 6 payment to Porter and Curtis who I believe is the diocesan
 7 insurance broker. Do I -- is that a correct understanding?
 8 That's what they -- that's their relationship to the
 9 diocese?
 10 MR. DOODIAN: Yes, I believe you're correct.
 11 MR. STANG: Okay. And are these payments premium
 12 payments to these various insurance companies or deductible
 13 payments or self-insured retention payments? Is that what
 14 these amounts represent?
 15 MR. DOODIAN: I believe so, yes.
 16 MR. STANG: Okay. On Page 28 towards the bottom
 17 third, there's a monthly subsidy to St. Agnes Cathedral that
 18 says monthly, which suggests to me that -- monthly says to
 19 me is periodic (indiscernible). What is St. Agnes
 20 Cathedral?
 21 MR. DOODIAN: St. Agnes Cathedral is, we basically
 22 use their parking lot. St. Agnes Cathedral is the church
 23 for Rockville Centre. It's the parish of Rockville Centre,
 24 so we do pay them for the use of their parking lot and
 25 facilities in their parish center.

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1 MR. MOORE: Bishop, you want to add anything, what
 2 is St. Agnes Cathedral?
 3 BISHOP BARRES: Yes. Just as canon law and
 4 Catholic liturgy, it's the mother church of the diocese.
 5 It's where the bishop has his (indiscernible), his chair
 6 from where he teaches.
 7 MR. STANG: So as I understand it, that property
 8 is owned by a parish. Is that correct?
 9 BISHOP BARRES: Yes.
 10 MR. STANG: And the diocese utilizes, essentially,
 11 its -- well, actually doesn't. It pays money every month to
 12 St. Agnes Cathedral as a subsidy for access to parking and
 13 other facilities?
 14 BISHOP BARRES: I would say that subsidy is a poor
 15 use of word. It's really for the use of the parking lot and
 16 the parish center and (indiscernible).
 17 MR. STANG: Okay. And you -- so everyone
 18 understands, the document says subsidy. I wasn't trying to
 19 characterize it one way or another. I'd like you to go --
 20 and this relates now to one of the dots I couldn't connect.
 21 It says "Annual maintenance fee for one year, 2020, the
 22 Village at Palmetto Dunes HOA." I looked up on the internet
 23 Village at Palmetto Dunes. It appears to be some kind of a
 24 vacation facility, maybe a timeshare facility. Can you tell
 25 me what Palmetto Dunes -- why is the diocese paying HOA fees

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1 to the Village at Palmetto Dunes?
 2 BISHOP BARRES: Have to get back to you on that
 3 one. Don't know.
 4 MR. STANG: Does the diocese have a property
 5 interest in or contractual interest with an entity called
 6 the Village at Palmetto Dunes?
 7 BISHOP BARRES: Not that I am aware.
 8 MR. MOORE: Mr. Zipes, we've gone -- we
 9 anticipated about an hour of questioning from the Committee.
 10 Witnesses are happy to cooperate and answer the questions,
 11 but just wonder where we are in the process at this point,
 12 if you might give us some guidance in that respect, Mr.
 13 Zipes.
 14 MR. ZIPES: Fair enough. Let me ask Mr. Stang
 15 what his -- what he believes the time period -- because that
 16 was my understanding as well.
 17 MR. STANG: This could go another hour.
 18 MR. ZIPES: Okay. So why -- this is a long
 19 meeting and it's an -- it's important to get the questions
 20 answered, but the Debtor is being cooperative. Is there --
 21 we would normally take a break after an hour-and-a-half or
 22 so. Ms. Cornell, can you circulate a call-in number to the
 23 Debtor and the Committee? Let's take a five-minute break
 24 right now, okay?
 25 MR. STANG: Greg, do you want us to just hang up?

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1 MR. ZIPES: No. Well, that's a good question.
 2 Hold on one second. I think everybody should stay on and
 3 we'll all go on mute for a moment, and we'll get a better
 4 idea, because an hour is a long time for this. There are
 5 other people wanting to ask question. So --
 6 MR. MOORE: So you want to have --
 7 MR. STANG: Just so you know, the questions I was
 8 asking the bishop regarding his review of claims and so
 9 forth were questions that I was asked by Committee members
 10 to pose to him, so --
 11 MR. ZIPES: Okay.
 12 MR. STANG: Obviously, creditors need to be heard.
 13 I hope --
 14 MR. ZIPES: I --
 15 MR. STANG: -- these questions are appropriate,
 16 but I did want you to know that individual members of my
 17 Committee were interested in those particular questions.
 18 MR. ZIPES: Okay, and fair enough. Let's just --
 19 if we can just caucus for five minutes and we'll get some
 20 understanding and it may be appropriate to take a half-hour
 21 break or not or just power through, okay? But let's just
 22 figure it out, okay? So everybody call that --
 23 MR. STANG: Okay.
 24 MR. ZIPES: -- line, okay?
 25 MR. MOORE: Great. Thank you.

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1 (Break)
 2 MR. ZIPES: Okay, so we're on the record again.
 3 It's -- the record should reflect, about 2:25. Oh, I'm
 4 sorry. I'm looking at the wrong clock right now. 2:48 in
 5 the afternoon. So go ahead, Mr. Stang. As I mentioned, my
 6 understanding is that you'll go for about another half hour
 7 or so. We're going to make -- the Debtor has indicated that
 8 it will make itself available as appropriate and we are
 9 going to allow other creditors with questions to ask those
 10 questions, but we do have a hard stop coming up, so go
 11 ahead.
 12 MR. STANG: Got it. Bishop, thank you and -- for
 13 your time today. Are you (overlapping speakers) each -- are
 14 you president of each of the Debtor's corporations?
 15 BISHOP BARRES: Yes.
 16 MR. STANG: Okay. Are you aware of any of the
 17 parishes that have ordered appraisals of their real property
 18 within the last two years?
 19 BISHOP BARRES: I am not aware of the detail on
 20 that, Mr. Stang.
 21 MR. STANG: Can you get minutes of parish finance
 22 council meetings on a regular basis?
 23 BISHOP BARRES: I may not.
 24 MR. STANG: Does anyone in diocese have the
 25 responsibility to review minutes of any parish councils on a

Page 86

1 regular basis?

2 BISHOP BARRES: Not that I am aware of, but we

3 will double check that for you.

4 MR. STANG: Okay. All right. Mr. Doodian, could

5 you turn to Page 101 of 308? We're still on the schedules.

6 And if you tell me when you're there.

7 MR. DOODIAN: (indiscernible).

8 MR. STANG: Okay, go past the United National

9 Insurance Company and then it says, "Unknown -- part of

10 quota share, same policy." Do you know what that refers to?

11 MR. DOODIAN: No, I do not.

12 MR. STANG: Okay. No, it's all right. I'd like

13 you to turn to Page 103, and it says, "Due from other

14 entity, approximately \$488,000." What is that other entity

15 that that money is due from?

16 MR. DOODIAN: Hold on. I have this. Hold on just

17 one second. I do not know off the top of my head.

18 MR. STANG: Can you explain how the PSIP program

19 relates to this hospital? I think it says recoverable of

20 undetermined amount. I mean, I have a general understanding

21 from what was said today about PSIP. There's also an

22 insurance reimbursable. Can you just briefly explain what

23 these items (indiscernible)?

24 MR. DOODIAN: Yeah. Workers -- for CHS, lot of

25 times they have workers' comp. claims. Recoverable is the

Page 87

1 recoverable from the insurance companies. Sometimes,

2 there's a delay for that, so that's what the recoverable is

3 there for.

4 MR. STANG: Is that both line items for

5 recoverable and insurance reimbursable, they relate to

6 largely Workers' Comp. claims?

7 MR. DOODIAN: Mostly, yes.

8 MR. STANG: Okay. Then the parish services

9 receivable on the same page of \$171,000. This will be

10 directed to any of the three witnesses. If the parish is in

11 arrears on its -- or default, really, on the amounts due

12 under the parish services agreements, what does the diocese

13 do to collect that money?

14 BISHOP BARRES: We try to work with the parish to

15 get paid, but due to the financial condition of that parish,

16 it may take some time for it to work out its financial

17 issues.

18 MR. STANG: Are there -- are these workouts with

19 the parish that is in arrears documented at all, even in a

20 letter or email -- documentation of --

21 BISHOP BARRES: Yes, it is.

22 MR. STANG: Okay.

23 BISHOP BARRES: Yes, there's an agreement that is

24 of -- well, if there's an agreement that involves a

25 commitment of anything, yes, it's usually accomplished --

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1 accompanied by a memo.

2 MR. STANG: Okay. Mr. Doodian -- I'm sorry. I'd

3 like you to look at Page 109 of 308 and there's some coding.

4 These are sexual abuse claims and there's some, what appear

5 to me to be codes in these entries and I'm trying to

6 understand the significance of the codes, so let's just go

7 to Page 109, 3.12 which is the first one at the top of the

8 page. And it says, "ARK 11 Doe." What does that refer to?

9 I think I can guess what the Doe is, but I don't understand

10 what the ARK 11 references.

11 MR. DOODIAN: I do not get involved with the

12 claims. It's more for the individual who is in charge of

13 the insurance program here.

14 MR. STEPHENS: Jim, this is Eric Stephens. You

15 know, as you know, John Fay's the litigation counsel. One

16 of the plaintiff's counsels in these cases has simply used

17 the initials of ARK to denominate suit anonymous plaintiffs,

18 so there's a series of those. It's the plaintiff's

19 designation of it as reflected in the caption.

20 MR. STANG: Thank you. So let's stay with that

21 particular entry. And on the right side, there's a line,

22 Mr. (indiscernible), that says basis for the claims CVA -- I

23 assume that means Child Victims Act -- and then there's a

24 number, the 900013.

25 MR. DOODIAN: That appears to be the index number

Page 89

1 for the associated page.

2 MR. STANG: That index number means the case

3 number assigned by the state court?

4 MR. DOODIAN: Might be docket number.

5 MR. STANG: Okay, thank you. So I'd like you to

6 turn to Page 121 of 308. I'd like you to look at entry

7 3.73. It says the Assumption of the Blessed Virgin Mary on

8 Chestnut Street in Centereach. Is that a parish, Mr.

9 (indiscernible)?

10 MR. DOODIAN: I believe so.

11 MR. STANG: Do you know if the bishop is at the

12 parish of the diocese?

13 MR. DOODIAN: Centereach, just trying to -- yes,

14 I believe so, but I -- yes.

15 MR. STANG: Okay. So Mr. (indiscernible) back to

16 you. Why is the parish -- so it says, basis for the claim

17 insurance and there's a claim number. Can you explain to me

18 what that claim number communicates? I'll assume that DRC

19 means Diocese of Rockville Centre. But what is the

20 significance of the digits after that?

21 MR. DOODIAN: I do not do this work. I mean,

22 again, it's handled by the insurance division of our

23 diocese. It could be for a property, a casualty -- a

24 property claim or anything like that. I don't know if it's

25 just their way of indexing their claim. There's a system

Page 90

1 that helps them.

2 MR. STANG: Do you have any -- I'll ask all the

3 witnesses this question. Does this relate to any child

4 sexual abuse claim?

5 MR. MOORE: Mr. Stang, it's Charles Moore. I am

6 not aware of that, but I do want to just confirm what Mr.

7 (indiscernible) indicated. My understanding is that is an

8 integral index number, but it means for that claim? I don't

9 know.

10 MR. STANG: Why would the parish have a claim

11 against the diocese for anything?

12 MR. MOORE: The answer is simple. We have a

13 number of entities that have taken insurance (sound glitch).

14 And so, if they file a claim for whatever, their coverage

15 will be property/casualty/auto, they would have a claim that

16 then would reimburse that and then perhaps (sound glitch)

17 has its own coverage that would then seek reimbursement.

18 MR. STANG: I'd like you to turn, Mr.

19 (indiscernible), to Page 122 of 308, specifically the two

20 bottom entries. And it says, Catholic Charities -- I'm

21 going to mispronounce this, I'm sure -- (indiscernible), and

22 then to the one beneath it has the same name (indiscernible)

23 page. Is there more than one Catholic Charities entity in

24 the Diocese?

25 MR. DOODIAN: There's only one entity, but they

Page 91

1 do have a couple of locations.

2 MR. STANG: Are you aware of any claims against

3 Catholic Charities for child sexual abuse?

4 MR. DOODIAN: I am not aware of any.

5 MR. STANG: Are you a director or officer of

6 Catholic Charities?

7 MR. DOODIAN: No, I am not.

8 MR. STANG: Mr. Moore, are you aware if there's

9 any overlapping directors between Catholic Charities and the

10 Diocese?

11 MR. MOORE: I don't recall, Mr. Stang.

12 MR. STANG: Are you aware if there are any

13 overlapping officers between the Diocese and Catholic

14 Charities?

15 BISHOP BARRES: Mr. Stang, it's Bishop Barres. I

16 want to be (sound glitch) answer for them. I'm not aware of

17 that.

18 MR. STANG: Mr. (indiscernible), does the Diocese

19 have a services agreement with Catholic Charities?

20 MR. DOODIAN: No.

21 MR. STANG: Who provides -- does Catholic

22 Charities maintain books and records that are -- well, does

23 the Diocese provide any administrative support to Catholic

24 Charities other than through the church program?

25 MR. DOODIAN: No. They have their own books and

Page 92

1 records and their own accountants.

2 MR. STANG: Do you have any personal knowledge of

3 the financial affairs of Catholic Charities?

4 MR. DOODIAN: I don't have any input on their

5 financial. I don't manage them or have any input on them,

6 no.

7 MR. STANG: Bishop, are you an officer or director

8 of Catholic Charities?

9 BISHOP BARRES: I'm a member, one of the members,

10 one of its corporate members.

11 MR. STANG: Thank you. Do you attend meetings of

12 the -- I'm going to assume there's a board of trustees or a

13 board of something of Catholic Charities as the governance

14 entity; do you attend those meetings?

15 BISHOP BARRES: I attend once a year the June

16 meeting.

17 MR. STANG: Do you get copies of financial

18 statements for Catholic Charities?

19 MR. MOORE: Bishop personally?

20 MR. STANG: Well, he's the member, so yes.

21 BISHOP BARRES: Yes. They were probably reviewed

22 by my immediate staff, Tom Doodian, Tom Renker.

23 MR. STANG: Bishop, are you aware whether Catholic

24 Charities is the recipient of any federal grant, any federal

25 government grants?

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1 BISHOP BARRES: I believe there are, but we'll get

2 that -- Mr. Stang, we'll get that to you with rescission.

3 MR. STANG: Okay. I would extend that request to

4 any state grants as well.

5 MS. BALL: Mr. Stang, are you referring to

6 government grants that are just grants from government

7 grants, not other grants? I just want to be clear on what

8 we owe you.

9 MR. STANG: Government entities grants.

10 MS. BALL: Thank you, Mr. Stang.

11 MR. STANG: Mr. Moore, are you aware of any claims

12 by any parish against the Diocese relating to child sexual

13 abuse?

14 MR. MOORE: I am not aware of -- either way, Mr.

15 Stang, I'm not aware of any claims of (sound glitch) abuse

16 if they exist because I haven't heard (crosstalk) should

17 come out of the proof of claim process.

18 MR. STANG: Are you aware of any claims that the

19 Diocese has asserted in any litigation against the parish

20 for child sexual abuse?

21 MR. MOORE: Same answer. I am not aware of that.

22 MR. STANG: Okay. Please give me a moment.

23 During the break, did any of you find out if the debtor had

24 a property interest in the real (indiscernible) property?

25 MR. DOODIAN: Yeah. It was a bequest long, long

Page 94

1 time ago; it's a timeshare.

2 MR. STANG: And Mr. Moore or any of the witnesses,

3 are you aware whether the Diocese uses that timeshare or

4 provides it to third parties for use?

5 MR. MOORE: This is Charles Moore.

6 MR. DOODIAN: We do not.

7 MR. MOORE: I'm not aware.

8 MR. DOODIAN: This is Tom Doodian. We don't -- we

9 don't use -- we don't use the timeshare.

10 MR. STANG: And you don't give it out as a gift or

11 favor to anyone; is that correct, Mr. Doodian?

12 MR. DOODIAN: It has been in the past raffled to

13 employees as they -- you know, an incentive to whoever wants

14 to get into the raffle from the Diocese. It is once in a

15 while raffled to employees.

16 MR. STANG: Got it. Mr. Doodian, would you turn

17 to Page 262 of 308, please? At no. 2.16, there's a

18 partnership Archdiocese of New York. What is the nature of

19 that partnership?

20 MR. DOODIAN: I have to -- I need a little more

21 information than that. I mean, I don't --

22 MR. STANG: Well, I'm not -- this is not -- I'm

23 not trying to test you. This is what it says, a partnership

24 agreement Archdiocese of New York.

25 MR. DOODIAN: There is a tri-diocesan agreement, I

Page 95

1 think, Borromeo Council, which basically the three dioceses

2 of Rockville Centre, the Archdiocese of New York and

3 Brooklyn are involved with seminary in Dunwoody and Yonkers.

4 And I believe the St. Charles Borromeo Council is the three

5 forming diocese and bishops talk about the formation of

6 priests, but that's what I think that is.

7 MR. STANG: Later, there's a reference to an

8 agreement between New York, Brooklyn and Rockville Centre.

9 MR. DOODIAN: Yes.

10 MR. STANG: I was going to ask you about this. Do

11 you think this is a -- do you know whether this is a

12 separate agreement from that tri-party agreement?

13 MR. DOODIAN: I do not know if it's separate.

14 MR. STANG: Okay. Going down to 2.18, there's a

15 reference to a contract for administrative and accounting

16 services. Is that a contract in writing?

17 MR. DOODIAN: Well, it's under parish --

18 accounting services is going to be under parish services. I

19 do believe that they do have their agreements in writing.

20 MR. STANG: Do you know how the amount charged

21 under those agreements is calculated?

22 MR. DOODIAN: It's calculated by -- it's kind of

23 like a menu of optional services, which the parish chooses

24 it wants parish services to do.

25 MR. STANG: Okay. Turn to Page 267 and 2.54, and

Page 96

1 it says there's a hosting service for QuickBooks used by

2 parish services. Does the Diocese host the accounting

3 systems for the parishes that have these agreements that you

4 referenced?

5 MR. DOODIAN: Well, the parish services has the

6 agreement with QuickBooks if the parishes so chooses to you.

7 It's always a parish optional if they want to use QuickBooks

8 or not. But it makes it much easier for parish services to

9 do the books and records if everyone who they service -- and

10 they don't service every parish -- the ones they have an

11 agreement with the same software package.

12 MR. STANG: Right. So assuming there's the

13 agreement, the Diocese has the ability to see the general

14 ledger of that particular parish?

15 MR. DOODIAN: Yes, if they're performing full

16 services, yes. They may only be performing check writing

17 services, depends on the menu that they've chosen.

18 MR. STANG: Okay. I'd like you to turn to Page

19 291 of 308, at the bottom of 2.222, there's another

20 partnership agreement with the Catholic Diocese of Brooklyn.

21 And I would ask you before you answer my question to turn to

22 the next page where there is a three-party agreement between

23 New York, Brooklyn and Rockville Centre regarding Sacred

24 Heart Institute. So my question to you is, do you know what

25 the partnership agreement is on Page 291 as opposed to the

Page 97

1 partnership agreement on Page 292?

2 MR. DOODIAN: I do not know the difference. I

3 know the agreement that I've spoken to you about with the

4 Archdiocese prior.

5 MR. STANG: Okay. I'd like you to turn to Page

6 301 of 308, and it lists a contract at the bottom: Diocese

7 of Brooklyn, New York letter of agreement with Mr. Feinberg

8 for his law (sound glitch). Do you know the nature of this

9 letter agreement?

10 MR. DOODIAN: I do not, no.

11 MR. STANG: Does the Diocese have an agreement

12 with the Diocese of Brooklyn regarding a sharing of

13 settlements for child sexual abuse that occurred before the

14 Diocese of Rockville Centre was created?

15 MR. DOODIAN: I do not know.

16 MR. STANG: Okay. I'm going to turn now to the

17 statement of financial affairs.

18 MR. ZIPES: Jim, I'm giving you the five-minute

19 warning here. It's Greg Zipes.

20 MR. STANG: Okay. Thank you, Greg, I appreciate

21 it. Haven't gone away, just trying to find where I am.

22 Mr. Doodian, at Page 25 of 200, this is Document

23 58, Question 27. It says have any inventories of the

24 Debtors' property been taken within two years before the

25 filing of this case, and the answer is no. And my question

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1 is, have there been any inventories within the last five
 2 years that part picked up?
 3 MR. DOODIAN: I would say the answer is still no.
 4 MR. STANG: Okay. I'd like you to turn to Page 29
 5 of 200, which sets forth the business revenues of the
 6 Diocese. And I'm showing approximately \$8 million
 7 difference between the revenues for the admin offices
 8 between 2018 to 2019 versus 2019 to 2020. Is there a trend
 9 or is there an explanation -- those are from the same
 10 periods -- other than the loss of the revenue from the
 11 cemeteries, if factors into this at all, what are the
 12 reasons that would provide for the difference in the
 13 revenues?
 14 MR. DOODIAN: Difference between 8/31, the fiscal
 15 year ending '19 and the fiscal year ending '20, \$7.6 million
 16 is really prior year, we had a \$5.1 million restricted
 17 request that we didn't have in the subsequent year. That
 18 makes up a lot of it. We did have, you know, collections
 19 that were down and we had programs fees that were down
 20 because of COVID.
 21 MR. STANG: Did the Diocese apply for any COVID
 22 relief from any governmental entity?
 23 MR. DOODIAN: Not the admin office, no. We did
 24 not apply.
 25 MR. STANG: Did the parish -- do you know if any

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1 parishes applied for COVID relief from any governmental
 2 entity?
 3 MR. DOODIAN: Yes, they did.
 4 MR. STANG: And did the Diocese assist the
 5 parishes in any way in submitting those applications?
 6 MR. DOODIAN: No. We did provide advice on where
 7 to go to get those -- like it says, the application
 8 submitted and essential location for questions through the
 9 use of our accounting firms.
 10 MR. STANG: Okay. What is Catholic Faith Network?
 11 MR. DOODIAN: What is Catholic -- Catholic Faith
 12 Network is a television station that is on Cablevision as
 13 Channel 29 that is for Catholic -- Catholic television
 14 station.
 15 MR. STANG: Okay. On Page 37 of 200, there are
 16 references to stipends paid to two congregations. Are these
 17 religious congregations?
 18 MR. DOODIAN: Page 37, you said?
 19 MR. STANG: Yes, sir.
 20 MR. DOODIAN: Yes.
 21 MR. STANG: Why does the Diocese pay stipend to
 22 either of these two congregations?
 23 MR. DOODIAN: They work. My assumption is that
 24 they work for the Diocese. Religious orders, the individual
 25 does not get paid; the order get paid.

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1 MR. ZIPES: At this point, I'm going to jump in.
 2 It's Greg Zipes. And I understand there are more questions,
 3 and we want to be respectful of everybody who has questions.
 4 We do have certain time limitations and this meeting is not
 5 designed for an in-depth questioning of the Debtors. We did
 6 want to -- I think all the parties want that ability to get
 7 answers right now.
 8 So I'm going to assume the parties will operate in
 9 good faith. I'm going to leave this meeting open without
 10 date. I'm not closing it yet. I just am telling you what
 11 I'm going to do here. Right at the end of this, I'm going
 12 to leave the meeting open without date and the parties can
 13 confer. And if they can't work something out, then maybe
 14 I'll have another meeting at that point. But a lot of these
 15 questions really are not appropriate for a 341 meeting;
 16 they're more appropriate for a 2004 or a deposition.
 17 So let me just jump in here. We're trying to
 18 connect the other two creditors who may want to ask
 19 questions. Before we do that, for Mr. Doodian, I want to
 20 get one question. I want to be the proxy for someone who
 21 has a question. Does the Diocese pool its self-insurance
 22 resources with any entity outside of the Diocese? That was
 23 a question that will allow us to move forward with the other
 24 two, if you know the answer to that.
 25 MR. DOODIAN: No. No, we do not pool our

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1 resources with any other diocese.
 2 MR. ZIPES: Okay. So I think we're -- Ms. Cornell
 3 has brought online the two other questioners here. I don't
 4 know if they succeeded in doing that. Ms. Cornell, do you
 5 know?
 6 MS. CORNELL: We will know very shortly.
 7 MR. ZIPES: Okay.
 8 MS. CORNELL: So if I've unmuted you, you need to
 9 finish the process by pressing -- this is Shara Cornell
 10 speaking -- you need to finish the process by pressing star
 11 6. To raise your hand, it's star 3, and then I will unmute
 12 you, and then you need to finish the process by pressing
 13 star 6. And then once you begin speaking, please say your
 14 name and, if you can, spell it.
 15 MR. HERMAN: Hi. This is Chuck Herman. Can you
 16 hear me?
 17 MR. ZIPES: Yes. And, Mr. Herman, it's Greg Zipes
 18 and nice to hear your voice again. So you know, we have --
 19 we'll give you about five minutes here, but with the promise
 20 that we're going to work something out for you as well, but
 21 we need to reach some conclusion here. So with that, go --
 22 MR. HERMAN: Thank you. I'll be happy to.
 23 Bishop, my first question is, are you aware of any parish
 24 property that's been deconsecrated and sold in the last five
 25 years?

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1 BISHOP BARRES: Mr. Herman, we could check that
 2 for you.
 3 MR. HERMAN: Okay. And so, you're not aware of
 4 any offhand, any property being deconsecrated and sold?
 5 BISHOP BARRES: I'm not aware.
 6 MR. DOODIAN: Hold one moment, sir. This is Tom
 7 Doodian, the CFO. I'm not aware of that either.
 8 MR. HERMAN: Okay. And are you aware of any
 9 parishes that are presently shuttered, not being used?
 10 BISHOP BARRES: I'm not aware. We can check that
 11 for you, Mr. Herman.
 12 MR. HERMAN: Why was it that you requested
 13 permission from Rome to file for bankruptcy?
 14 BISHOP BARRES: That is the due diligence process
 15 in place.
 16 MR. HERMAN: Is that a requirement? And when you
 17 say Rome, who are you referring to, just to be clear?
 18 BISHOP BARRES: We're talking about the Holy See,
 19 the (indiscernible), the Congregation for Clergy.
 20 MR. HERMAN: Okay. And is there a requirement
 21 that the Holy See approve the bankruptcy before filing?
 22 BISHOP BARRES: Correct.
 23 MR. HERMAN: Okay. Has the Diocese made any
 24 transfers or payments to the Holy See within the last 10
 25 years?

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1 BISHOP BARRES: Not that I am aware of. We might
 2 -- I can check that for more precision, Mr. Herman, though.
 3 MR. DOODIAN: Yeah, we do have to pay -- we do pay
 4 an assessment, you know, on an annual basis. Like, that's
 5 for every diocese, not just the Rockville Centre Diocese.
 6 MR. HERMAN: So there has been -- I'm sorry. So
 7 I'm confused because the Bishop just said he's not aware of
 8 any transfer of payments.
 9 MR. DOODIAN: Well, he's not aware. He did not --
 10 BISHOP BARRES: I'm aware of these annual
 11 assessments, so Mr. Doodian is correct.
 12 MR. DOODIAN: Right. We didn't tran- -- when you
 13 say transfer, we didn't transfer property over to
 14 (crosstalk).
 15 MR. HERMAN: Okay. Let me be clear then, sorry.
 16 So the Diocese makes payments or assessments, as they call
 17 them, to the Holy See?
 18 MR. DOODIAN: Yes, every parish does -- I mean,
 19 every diocese does.
 20 MR. HERMAN: Okay. And Bishop, how much does the
 21 Diocese of Rockville Centre, what was the last assessment
 22 paid to the Holy See?
 23 BISHOP BARRES: Maybe Mr. Doodian or Mr. Moore
 24 knows that, those facts.
 25 MR. DOODIAN: \$400,000.

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1 MR. HERMAN: Okay. Was there a request of the
 2 Holy See for financial assistance before filing bankruptcy?
 3 MR. DOODIAN: Did the Diocese make a request for
 4 financial assistance from the Holy See; is that your
 5 question?
 6 MR. HERMAN: Yes.
 7 MR. DOODIAN: Yes, I'm directing you to Bishop
 8 Barres, yes.
 9 BISHOP BARRES: No.
 10 MR. HERMAN: Okay. Bishop, you mentioned that the
 11 IRCP was independent, the process; is that correct?
 12 BISHOP BARRES: Correct.
 13 MR. HERMAN: And were there any parameters on the
 14 size of the award that could be made during the IRCP?
 15 BISHOP BARRES: I would refer that to, you know,
 16 our legal counsel who directed it, who was the go-between in
 17 between Jeff Feinberg to referral to send the Diocese.
 18 MR. HERMAN: Okay. Well, let me ask you, are you
 19 aware of any parameters regarding the size of awards that
 20 could be awarded in the IRCP?
 21 BISHOP BARRES: I remember hearing, you know, a
 22 diff- -- you know, some scales, but that there are, you
 23 know, there are cases where -- that are outside of the
 24 scale.
 25 MR. DOODIAN: Mr. Herman, are you distinguishing

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1 in your question between criteria that the IRCP imposes and
 2 any criteria that the Diocese might impose?
 3 MR. HERMAN: Yes, it's my understanding -- yes.
 4 From my understand, if the Diocese put any parameters or
 5 limitations on the size of the awards that could be made in
 6 the IRCP.
 7 BISHOP BARRES: (crosstalk) Diocese --
 8 MR. ZIPES: Excuse me, it's Greg Zipes.
 9 MR. HERMAN: -- they have to only institute
 10 certain types of awards or did the IRCP decide that on its
 11 own?
 12 BISHOP BARRES: I'm not aware of that, yes.
 13 MR. HERMAN: Okay.
 14 MR. ZIPES: Excuse me, it's Greg Zipes, and I
 15 apologize. This will be the final question here, but we are
 16 going to discuss how to get some of these questions answered
 17 at the end of this in a short on the record conversation.
 18 MR. HERMAN: Okay.
 19 MR. ZIPES: Okay?
 20 MR. HERMAN: I'll just finish with this question.
 21 If there were over 370 claims made in the IRCP and there's
 22 only 200 and something losses that have been filed against
 23 the Diocese under the CPA, and so I'm wondering if it truly
 24 was independent and there were not parameters, why didn't --
 25 why did the Diocese feel it necessary to file for bankruptcy

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1 now and not when the 370 claims were being made in the IRCP?
 2 Do you understand the question, Bishop?
 3 BISHOP BARRES: Could you clarify it?
 4 MR. DOODIAN: Can you clarify that question, Mr.
 5 Herman?
 6 MR. HERMAN: Yes. As I understood the Bishop's
 7 testimony is that the IRCP was independent and that they
 8 could do what they wanted to award monetary awards, to make
 9 monetary awards. But there were over 370 claims being made
 10 in the IRCP and the Diocese didn't feel it necessary to file
 11 for bankruptcy. Well, there's less than I think half of
 12 that now pending lawsuits, so I don't understand why the
 13 need to file bankruptcy now.
 14 MR. MOORE: Bishop Barres, this is Chuck Moore.
 15 If you'd like, I can provide some clarity around that.
 16 MR. HERMAN: I'd prefer the Bishop answer the
 17 question first.
 18 MR. MOORE: I'm not sure your assumptions are
 19 correct about the number of people. But go ahead, Bishop.
 20 BISHOP BARRES: Yes. These are, you know,
 21 different sets of circumstances, different models.
 22 MR. HERMAN: Okay. I guess what I was leading is
 23 that there were some modeling or some restrictions in the
 24 IRCP that would not exist sort of in the free market of
 25 lawsuits. Is that fair to say?

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1 MR. MOORE: Ask that question once more. Mr.
 2 Zipes, shall we proceed?
 3 MR. ZIPES: Yeah, no, I think at this point -- and
 4 let's move on to the next questioner. And I'm being a
 5 little bit rude here -- I acknowledge it, but let's move on
 6 to the next questioner, who I think is Mr. Gordon.
 7 MR. GORDON: Yes. This is Attorney William Gordon
 8 of Mitchell Garabedian. I represent 22 creditors, one of
 9 whom is one of the members of the unsecured creditor
 10 committee.
 11 This is to the Bishop, you indicated you're the
 12 president of every parish corporation. Have you seen bylaws
 13 of any of the parishes to those corporations?
 14 BISHOP BARRES: I have not.
 15 MR. GORDON: Do you know if there's any uniform
 16 bylaws that the Diocese issues as guidelines to the Parish
 17 Corporation?
 18 MR. DOODIAN: We could check that for you.
 19 MR. GORDON: Thank you. You indicated you're the
 20 president. Is the different (indiscernible) considered the
 21 vice president to be the Parish Corporation?
 22 MR. DOODIAN: Yes, he is.
 23 MR. GORDON: Thank you. I notice, first of all,
 24 the parish -- the Diocese was created in 1957 in what used
 25 to be a portion of the Diocese of Brooklyn; is that correct?

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1 BISHOP BARRES: Correct.
 2 MR. GORDON: And when the Diocese of Rockville
 3 Centre was created, were certain assets from the Diocese of
 4 Brooklyn given to the Diocese of Rockville Centre?
 5 BISHOP BARRES: Yes. An example would -- yes.
 6 MR. GORDON: Was there an agreement as to what
 7 assets, some sort of written agreement that requested what
 8 was given to Rockville Centre at the time of the creation of
 9 the Diocese?
 10 MR. DOODIAN: I would assume so, but I don't know
 11 factually.
 12 MR. GORDON: Do you know if there were any
 13 liabilities that in exchange for -- again, we ask that the
 14 Diocese of Rockville Centre assumes?
 15 MR. DOODIAN: I don't.
 16 MR. GORDON: Would somebody get us whatever
 17 written agreements there were for the creation and any sort
 18 of memorandum as to assets and liabilities? Is that
 19 something that --
 20 MS. BALL: Mr. Gordon, I believe that counsel has
 21 already asked us to do that, and we are looking for it to
 22 provide it to committee counsel.
 23 MR. GORDON: Okay, I was unclear; that's why I
 24 wanted to make -- just bring that --
 25 MR. ZIPES: And that was Ms. Ball.

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1 MR. GORDON: Now, when the Diocese was created, he
 2 had a position called visitor general for religious
 3 community, and then later vicar for religions. What was the
 4 function, Bishop, or what is the function of the vicar for
 5 religion?
 6 BISHOP BARRES: Vicar of religions would be, you
 7 know, just someone who is in relationship with the religious
 8 communities who represents the bishop in relationship with
 9 religious communities in the Diocese of Rockville Centre.
 10 MR. GORDON: Would it be correct to say that the
 11 internal governance of religious orders that geographically
 12 were doing work or residing in the Diocese of Rockville
 13 Centre, their internal governance is totally up to them, but
 14 there are some areas in which you'd have some authority over
 15 conduct with parishioners in the Diocese of Rockville Centre
 16 vis-à-vis religious, either men or women?
 17 BISHOP BARRES: If the religious, for instance,
 18 was working for the Diocese, that would be an example.
 19 MR. GORDON: If it came to your attention that a
 20 vicar or member of a religious order had acted sexually
 21 inappropriate with a child, would you have some authority to
 22 do something about that?
 23 MR. DOODIAN: We would do -- we would, first of
 24 all, report it immediately to the appropriate civil
 25 authority or D.A. We would investigate it very robustly.

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1 And then if the investigation found that it was credible, we
 2 would publicize it to our website and in the parishes where
 3 the religious worker served.
 4 MR. GORDON: My other questions were asked by the
 5 committee's counsel. Thank you.
 6 MR. ZIPES: Okay. I very much appreciate those
 7 questions. Before we go off the record, I just wanted to
 8 ask committee counsel, there are some survivors on the phone
 9 right now. Could you just identify the best way of getting,
 10 if they have questions for you, how they can best reach you.
 11 I'm sure most people know that, but let's just put it on the
 12 record right now on how people can reach you.
 13 MR. DOODIAN: Mr. Zipes, the bishop would just
 14 like to make a very brief statement speaking to survivors as
 15 well, if that is okay with you.
 16 MR. ZIPES: No, absolutely. So why don't we -- we
 17 can get that phone number for the committee if they're
 18 having trouble accessing. Why don't we -- Mr. Stein, okay.
 19 Why don't we go -- Ms. Cornell, can you mute everybody?
 20 MS. CORNELL: Mr. Stein fell off the phone. Maybe
 21 Karen can just chime in and give everybody the email
 22 address? She's still on the line.
 23 MS. DINE: Yeah, this is Karen Dine. You can send
 24 me an email. It's K like in Karen or kangaroo-D like in
 25 David-I-N like in Nancy-E; then it's at P like in Paul-S

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1 like in Sam-Z like in zebra-J-L-A-W.com.
 2 MR. ZIPES: Okay, thank you. So I'm going to put
 3 everybody on mute. Ms. Cornell, can you just mute
 4 everybody? And if the bishop has something to say, we'll
 5 unmute at this point.
 6 MR. DOODIAN: You can hear us, right, Mr. Zipes?
 7 MR. ZIPES: Yes. No, hold on one second there.
 8 We just lost you again.
 9 BISHOP BARRES: Can you hear me?
 10 MR. ZIPES: Yes, we can hear you now. Shara, I
 11 think we're muting them. I apologize. We're muting --
 12 Shara, I think we're muting everybody when we do that. So
 13 you guys need to unmute one more time. Shara, let's stay
 14 unmuted.
 15 MS. CORNELL: You got it. I think Ben and I are
 16 both doing it then.
 17 MR. ZIPES: Okay, yeah, so let's just stay
 18 unmuted. I apologize to the bishop.
 19 BISHOP BARRES: Can everybody hear me now?
 20 MS. CORNELL: Yes, sorry about that. Thank you.
 21 BISHOP BARRES: Thank you for the opportunity to
 22 address this important gathering today, and please permit me
 23 to speak directly to the survivors of clergy sexual abuse
 24 who've attended.
 25 First and foremost, thank you for your presence

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1 here. Thank you for your courageous and heroic witness to
 2 the suffering caused by the horrific sin and crime of sexual
 3 abuse. And thank you for the way in which you carry your
 4 crosses and work on behalf of justice and the protection of
 5 children and the true common good. Words cannot touch the
 6 pain that you've endured. I cannot begin to appreciate the
 7 depth of betrayal that you have felt.
 8 During my 11 years serving as the bishop, I have
 9 had the privilege of hearing the stories of many survivors
 10 and their perseverance. Each survivor I have met, I was
 11 able to look directly into their eyes and offer my most
 12 sincere apologies, and I have been so inspired and moved by
 13 survivors.
 14 And though there may be common themes in the
 15 stories, each survivor's story is unique. And Pope Francis
 16 said that survivors in Philadelphia in 2015 are pillars of
 17 Christ's mercy, and I'm convinced that there are going to be
 18 some survivors who end up being canonized Catholic saints
 19 who help lead the church onto reform.
 20 I've been sickened by the accounts of trauma and
 21 the fact that these horrors were perpetrated by those who
 22 have been leading others to Christ. I have listened to
 23 survivors' stories. I have read the accounts of what you
 24 have suffered. I'm truly sorry for the evil done to you.
 25 I am sorry for the failures of the church and the

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1 leaders in addressing these horrors. On behalf of all the
 2 faithful in the church who are heartbroken by these
 3 failures, I humbly extend to you my sorrow and my apologies.
 4 I have learned so deeply from each and every survivor that
 5 I've met.
 6 The Diocese made a commitment in 2003 and we have
 7 been devoting ourselves to the protection of children ever
 8 since. Strict protocols, zero tolerance for abuse, careful
 9 screening training and training have all become the norm for
 10 us. We will not relax. We will honor our commitment to do
 11 everything we can to protect children and passively support
 12 survivors. Because of their courage, many survivors have
 13 been part of the solution to a problem they did not cause
 14 but were rather victim to.
 15 Just as continuously pray for each of you and your
 16 families, we will continue working to ensure that all
 17 survivors of clergy sexual abuse may receive some measure of
 18 healing and support. We will work diligently so that the
 19 scourge of sexual abuse will never again infect our church
 20 and will be eliminated from our society.
 21 Thank you again for your witness here today and
 22 God bless you all.
 23 MR. ZIPES: Okay, thank you. And this obviously
 24 won't be the last word in this case, but we want to make
 25 sure that communication is proceeding smoothly between the

1 committee and the various creditors and the debtors. So I'm
2 going to adjourn this meeting without date. I'll give an
3 update to the parties. I'd like to hear if they've been
4 able to get their questions answered or if they've worked
5 out something, some acceptable arrangement.

6 So I'm going to adjourn this meeting without date,
7 but I am adjourning it. If creditors have a question on
8 when the next date might be, I'll be in touch with committee
9 counsel on that and we'll also post something online. But
10 for now, again, it's adjourned without date. So with that--

11 MR. MOORE: Mr. Zipes, thank you for that. We
12 will work with the creditor's committee, and don't think
13 that we should have to further continue this meeting because
14 we will cooperate with them. We'll be back in touch with
15 you.

16 MR. ZIPES: Okay, I appreciate that. And so, I'm
17 adjourning this meeting. Thank you everybody and we're
18 going to disconnect now.

19
20 (Whereupon these proceedings were concluded)

21
22
23
24
25

1 CERTIFICATION

2
3 I, Sonya Ledanski Hyde, certified that the foregoing
4 transcript is a true and accurate record of the proceedings.

5
6
7
8 Sonya Ledanski Hyde

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22 Suite 300
23 Mineola, NY 11501
24
25 Date: November 16, 2020

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