

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

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

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**ORDER APPOINTING MEDIATORS**

Upon the hearing held before the Court on May 15, 2024, and the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) venue is proper in this district pursuant to 28 U.S.C. § 1408, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (d) appointment of the Mediators is appropriate in this chapter 11 case, and (e) the compensation of the Mediators, their counsel, and financial advisor is appropriate;

IT IS HEREBY ORDERED THAT:

1. The Court approves and appoints the Hon. Shelley C. Chapman (Ret.) and Paul A. Finn to serve as the mediators (each, a “Mediator”)<sup>2</sup> for the mediation (the “Mediation”), which appointment shall be effective as of May 15, 2024 on a *nunc pro tunc* basis. The mediator appointed pursuant to the *Order Appointing a Mediator* dated October 20, 2021 (Docket No. 794) (the “Original Mediation Order”) is now discharged.

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<sup>1</sup> 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.

<sup>2</sup> Judge Chapman is Senior Counsel at Willkie Farr & Gallagher LLP (“WFG”), and Mr. Finn is employed by Commonwealth Mediation & Conciliation, Inc. (“CMCI”).

2. The Debtor, the Committee, the Debtor's insurers listed on Exhibit A annexed hereto, the parishes listed on Exhibit B annexed hereto, the law firm of Slater Slater Schulman LLP, and the Future Claims Representative appointed in this case (collectively, the "Parties") shall participate in good faith in the Mediation in an effort to develop the primary terms of a consensual chapter 11 plan and to address any other such issues as may be agreed to by the Parties and the Mediators.

3. The Mediation shall be conducted in accordance with Local Rule 9019-1 and the *Procedures Governing Mediation of Matters and the Use of Early Neutral Evaluation and Mediation/Voluntary Arbitration in Bankruptcy Cases and Adversary Proceedings* (together with Local Rule 9019-1, the "Mediation Rules"), except as otherwise set forth herein. In the event of a conflict between (a) the Mediation Rules and (b) this Order, this Order shall govern.

4. The Debtor is hereby authorized to enter into a mediation engagement agreement with each of WFG and CMCI, the firms that employ each of the Mediators, respectively. The Mediators are authorized to retain Province, LLC as their financial advisor without further order of the Court. The Mediators shall be entitled to compensation for their services, as well as reimbursement for reasonable costs. Without further order of the Court, the Debtor, in a sound exercise of its business judgment, shall promptly pay the Mediators' fees and expenses (including those of WFG, CMCI, and Province, LLC), which fees and expenses shall constitute an administrative expense of the Debtor's estate pursuant to section 503(b) of the Bankruptcy Code.

5. The Parties shall meet and confer with the Mediators to establish procedures and timing for the Mediation, so long as such procedures are consistent with the terms of this Order in all material respects. The initial session to discuss the procedures for the Mediation shall

occur no later than fifteen business days following entry of this Order, or as soon thereafter as the Mediators are available. The Mediators may conduct separate discussions with each Party.

6. Additional parties other than the Parties may participate in the Mediation (a) with the prior written consent of the Mediators, and with two (2) business days' notice to the Parties, or (b) upon further order of this Court upon request of any of the Parties. The Mediators may also request that the Court order any additional parties to attend the Mediation. If the Mediators request that the Court order an additional party to attend the Mediation, appropriate notice and a hearing shall be provided. If parties are added to the Mediation upon the written consent of the Mediators or further order of this Court as described herein, such additional parties shall become Parties (as defined in paragraph 2) and shall become subject to all of the provisions of this Order.

7. At the Mediation, each of the Parties may be represented by its retained counsel and/or other professional advisors, including counsel representing individual Committee members. The Mediators shall have discretion to determine the participants in each session of the Mediation. The Mediators shall also have discretion to require that a principal of any Party, with authority to negotiate and enter into a binding settlement on behalf of that Party, be present at any session of the Mediation. For the Committee, the Mediators shall have discretion to require that Committee members be present or arrange for a proxy at any session of the Mediation. Neither a Party's participation in the Mediation, nor the fact or outcome of the Mediation, shall be used (i) against any Party in any way in or relating to the chapter 11 case and related adversary proceeding or (ii) with respect to any request for relief in or relating to the chapter 11 case.

8. The Mediators shall have discretion to direct the manner of the Mediation, including, but not limited to, whether such Mediation sessions occur in-person, telephonically, via

video conference, or through other alternative medium(s). Parties will always retain the option to participate remotely due to public health concerns.

9. The Mediators shall be authorized, but not required, to file a written report on the docket for this chapter 11 case every four to six weeks regarding the status (although not the content) of the Mediation. For the avoidance of doubt, nothing in this Order precludes the Mediators from reporting the status (although not the content) of the Mediation or from reporting failures to attend or to participate in the Mediation in good faith to the Court orally at a publicly noticed hearing or in writing on the docket at any time.

10. Promptly upon conclusion of the Mediation, the Mediators shall file a final report showing compliance or noncompliance with the requirements of the Mediation Rules by the Parties and the Mediation results.

11. At the first scheduled omnibus hearing in the chapter 11 case following the conclusion of the Mediation and the filing of a report by the Mediators regarding the Mediation, the Parties shall report to the Court regarding the outcome (although not the content) of the Mediation.

12. Any settlement arising out of the Mediation shall be enforceable only in accordance with a written and executed agreement between and among the settling Parties and any necessary related documents, such as court orders confirming a plan of reorganization.

13. Pursuant to Rule 408 of the Federal Rules of Evidence and the Mediation Rules, no person or Party may in any arbitral, judicial or other proceeding (including, but not limited to, any hearing held by this Court in the Debtor's chapter 11 case or related proceedings) disclose, divulge or introduce as evidence any aspect of the Mediation, including, but not limited to: (a) any statement, admission or proposal made by the Mediators, any of the Parties or others during

the Mediation process; and (b) any records, reports, documents or other materials received or made by the Mediators while serving in such capacity (the items in (a) and (b), collectively, the “Mediation Materials”), unless it is otherwise admissible under the Mediation Rules, it exists independently of the Mediation, or the Parties otherwise agree.

14. In connection with the Mediation, each Party is permitted to use in the Mediation and share with the Mediator, any confidential material it determines is appropriate, including but not limited to, confidential information subject to the *Confidentiality Agreement and Protective Order Between the Debtor and Official Committee of Unsecured Creditors* [Docket No. 320] (the “Protective Order”) and IAC Documents subject to the *Joint Stipulation and Protective Order Concerning the Production of the Report of the Independent Advisory Committee Appointed by the Board of Trustees of the Debtor to the Official Committee of Unsecured Creditors* [Docket No. 392] (the “IAC Document Order”); provided, however, nothing herein shall authorize a Party to disclose information that is designated as “Professional Eyes’ Only” for documents produced in accordance with the IAC Document Order (or similar designation) to any person, other than the Mediators, without compliance with any order or confidentiality agreement governing the treatment of such materials, and the Mediators shall not disclose such Professional Eyes’ Only information to any person other than in compliance with any applicable order or confidentiality agreement governing such Professional Eyes’ Only information. Notwithstanding the requirements of the Protective Order, for the purposes of the Mediation only, the Parties, in consultation with the Mediators and other Parties, may share with the Mediators and/or other Parties (to the extent such Parties are Authorized Parties as defined in the *Order Establishing Deadlines For Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, [Docket No. 333] (the “Bar Date Order”) that are entitled to review

unredacted Survivor PII under the Bar Date Order) materials containing unredacted Survivor PII and/or Protected Health Information (the “Unredacted Documents”). The use or sharing of any Unredacted Documents in connection with the Mediation shall not waive any privilege, immunity, or similar protection. For the avoidance of doubt, all confidential materials used in the Mediation or shared with the Mediators are Mediation Materials subject to the confidentiality and non-disclosure restrictions set forth in this Order. The Mediators shall not share any work product, materials, or information received from any Party with any other Party without the consent of the sharing or producing Party. Further, the Mediators shall not share any work product, materials, or information containing Survivor PII received from any Party with any other Party that is not an Authorized Party (as defined in the Bar Date Order) that is entitled to review unredacted Survivor PII under the Bar Date Order without the consent of both the sharing or producing Party and the affected survivors or their counsel. The Mediators shall be bound by the confidentiality provisions of this Order and, notwithstanding any provision in the Protective Order, IAC Documents Order or Bar Date Order, shall not be required to execute a separate confidentiality agreement in order to review confidential information.

15. For the avoidance of doubt, the terms and conditions of the Original Mediation Order, including, but not limited to the terms and conditions relating to confidentiality, continue to be in full force and effect, and the Parties may share information about any mediation occurring pursuant to the terms of the Original Mediation Order and prior to entry of this Order with the Mediators and their professionals.

16. The Mediators and any personnel employed by WFG, CMCI, or Province, LLC who assist the Mediators with the Mediation shall be immune from claims arising out of acts or omissions incident to their service in the Mediation or in this chapter 11 case.

17. At the conclusion of the 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.

18. The Court retains exclusive jurisdiction over this Order and the relief granted herein and any and all matters arising from or relating to the implementation, enforcement or interpretation of this Order.

**IT IS SO ORDERED.**

Dated: May 28, 2024  
New York, New York

/s/ Martin Glenn  
MARTIN GLENN  
Chief United States Bankruptcy Judge

**EXHIBIT A – INSURER MEDIATION PARTIES**

1. Arrowood Indemnity Company f/k/a Royal Indemnity Company and as successor to Royal Insurance Company of America
2. London Market Insurers
3. Interstate Fire & Casualty Company
4. Associated International Insurance Company
5. Lexington Insurance Company



**EXHIBIT B – PARISH MEDIATION PARTIES**

1. St. Christopher, Baldwin
2. Our Holy Redeemer, Freeport
3. St. Joseph, Garden City
4. Our Lady of Loretto, Hempstead
5. St. Ladislaus R.C. Church, Hempstead
6. St. Agnes, Rockville Centre
7. Queen of the Most Holy Rosary, Roosevelt
8. St. Martha, Uniondale
9. St. Thomas the Apostle, West Hempstead
10. St. Aloysius, Great Neck
11. St. Mary, Manhasset
12. Our Lady of Fatima, Manorhaven
13. Corpus Christi, Mineola
14. Holy Spirit, New Hyde Park
15. Notre Dame, New Hyde Park
16. St. Pater of Alcantara, Port Washington
17. St. Aidan, Williston Park
18. St. Gertrude, Bayville
19. St. Patrick, Glen Cove
20. St. Rocco, Glen Cove
21. St. Hyacinth, Glen Head
22. St. Paul the Apostle, Brookville
23. St. Dominic, Oyster Bay
24. St. Mary, Roslyn
25. St. Boniface Martyr, Sea Cliff
26. St. Edward the Confessor, Syosset
27. Holy Name of Jesus, Woodbury
28. St. Boniface, Elmont
29. St. Vincent de Paul, Elmont
30. Our Lady of Victory, Floral Park
31. St. Hedwig, Floral Park
32. St. Catherine of Sienna, Franklin Square
33. St. Anne, Garden City
34. Our Lady of Peace, Lynbrook
35. Our Lady of Lourdes, Malverne
36. Blessed Sacrament, Valley Stream
37. Holy Name of Mary, Valley Stream
38. St. Joachim, Cedarhurst
39. St. Raymond, East Rockaway
40. St. Joseph, Hewlett
41. Our Lady of Good Counsel, Inwood
42. Sacred Heart, Island Park
43. St. Ignatius Martyr, Long Beach
44. St. Mary of the Isle, Long Beach

45. St. Anthony, Oceanside
46. Our Lady Miraculous Medal, Point Lookout
47. St. Barnabas the Apostle, Bellmore
48. St. Rose of Lima, Massapequa
49. Our Lady of Lourdes, Massapequa Park
50. Cure' of Ars, Merrick
51. Sacred Heart, North Merrick
52. Maria Regina, Seaford
53. St. William the Abbot, Seaford
54. St. Frances de Chantal, Wantagh
55. St. Martin of Tours, Bethpage
56. Our Lady of Hope, Carle Place
57. St. Raphael, East Meadow
58. St. Kilian, Farmingdale
59. Holy Family, Hicksville
60. Our Lady of Mercy, Hicksville
61. St. Ignatius Loyola, Hicksville
62. St. Bernard, Levittown
63. St. Pius X, Plainview
64. St. James, Seaford
65. St. Brigid, Westbury
66. Our Lady of Queen of Martyr, Centerport
67. Christ the King, Commack
68. St. Matthew, Dix Hills
69. St. Anthony of Padua, East Northport
70. St. Francis of Assisi, Greenlawn
71. St. Patrick, Huntington
72. St. Hugh of Lincoln, Huntington Station
73. St. Joseph, Kings Park
74. St. Elizabeth of Hungary, Melville
75. St. Philip Neri, Northport
76. St. Martin of Tours, Amityville
77. St. Joseph, Babylon
78. Our Lady of the Assumption, Copiague
79. SS. Cyril & Methodius, Deer Park
80. Our Lady of Perpetual Help, Lindenhurst
81. Our Lady of Grace, West Babylon
82. Our Lady of Lourdes, West Islip
83. Our Lady of Miraculous Medal, Wyandanch
84. St. Patrick, Bay Shore
85. St. John Nepomucene, Bohemia
86. St. Anne, Brentwood
87. St. Luke, Brentwood
88. St. John of God, Central Islip
89. St. Mary, East Islip
90. St. Peter the Apostle, Islip Terrace

91. St. Lawrence the Martyr, Sayville
92. Assumption of the BVM, Centereach
93. St. Thomas More, Hauppauge
94. Holy Cross, Nesconset
95. St. Elizabeth Ann Seton, L. Ronkonkoma
96. St. Joseph, Ronkonkoma
97. SS. Philip & James, St. James
98. St. James, Setauket
99. St. Patrick, Smithtown
100. St. Frances Cabrini, Coram
101. Infant Jesus, Port Jefferson
102. St. Gerard Majella, Port Jefferson Station
103. St. Anthony of Padua, Rocky Point
104. St. Margaret of Scotland, Selden
105. St. Mark, Shoreham
106. St. Louis de Montfort, Sound Beach
107. St. John the Baptist, Wading River
108. Mary Immaculate, Bellport
109. Our Lady of the Snow, Blue Point
110. St. John the Evangelist, Center Moriches
111. St. Joseph the Worker, East Patchogue
112. Resurrection, Farmingville
113. Good Shepherd, Holbrook
114. St. Jude, Mastic Beach
115. St. Sylvester, Medford
116. Our Lady of Mount Carmel, Patchogue
117. St. Francis de Sales, Patchogue
118. Queen Most Holy Rosary, Bridgehampton
119. Our Lady of Ostrabrama, Cutchogue
120. Sacred Heart, Cutchogue
121. Most Holy Trinity, East Hampton
122. St. Agnes, Greenport
123. St. Rosalie, Hampton Bays
124. SS. Peter & Paul, Manorville
125. St. Therese of Lisieux, Montauk
126. St. John the Evangelist, Riverhead
127. St. Isidore, Riverhead
128. St. Andrew, Sag Harbor
129. Our Lady of the Isle, Shelter Island Heights
130. Our Lady of Poland, Southampton
131. Sacred Hearts of Jesus & Mary, Southampton
132. St. Patrick, Southold
133. Immaculate Conception, Westhampton Beach
134. Our Lady of the Magnificent Catholic Church
135. Our Lady Star of the Sea
136. Church of the Most Precious Blood