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*Counsel for the Debtor
and Debtor in Possession*

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

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

**NOTICE OF FILING OF EXHIBITS IN CONNECTION WITH
THE DEBTOR’S PLAN**

PLEASE TAKE NOTICE that on **October 7, 2024**, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed the *Chapter 11 Plan of Reorganization Proposed by The Roman Catholic Diocese of Rockville Centre, New York and Additional Debtors* [Docket No. 3292] (the “Plan”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 1** is the CemCo Settlement Agreement, which is Exhibit B to the Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 2** is the list of Known Insurance Policies, which is Exhibit C to the Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 3** is the list of Known Insurers, which is Exhibit D to the Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 4** is 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 P.O. Box 9023, Rockville Centre, NY 11571-9023.

Additional Debtors Bar Date Notice, which is Exhibit E to the Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 5** is the Additional Debtors Bar Date Publication Notice, which is Exhibit F to the Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 6** is the Additional Debtors Sexual Abuse Proof of Claim Form, which is Exhibit G to the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtor reserves its rights to further supplement, amend, or modify the exhibits attached hereto at any time.

PLEASE TAKE FURTHER NOTICE that the Debtor hereby supplements the Plan to include Exhibits 1, 2, 3, 4, 5 and 6 annexed hereto.

Dated: October 16, 2024
New York, New York

Respectfully submitted,

/s/ Corinne Ball
Corinne Ball
Todd Geremia
Benjamin Rosenblum
Andrew Butler
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*Counsel for the Debtor
and Debtor in Possession*

EXHIBIT 1

CemCo Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

The Roman Catholic Diocese of Rockville Centre, New York (the “**Diocese**” or the “**Debtor**”), the Official Committee of Unsecured Creditors (the “**Committee**”), Catholic Cemeteries of the Roman Catholic Diocese of Rockville Centre, Inc. (“**CemCo**”) both in its individual capacity and as trustee for the Diocese of Rockville Centre Catholic Cemetery Permanent Maintenance Trust (the “**Cemetery Trust**” together with the Committee, the Diocese and CemCo, the “**Parties**”) are entering into this Settlement and Release Agreement (this “**Agreement**”), pursuant to which the Parties stipulate and agree as follows:

RECITALS:

WHEREAS, on October 1, 2020 (the “**Petition Date**”), the Diocese filed a voluntary petition for bankruptcy under chapter 11 the Bankruptcy Code before the Bankruptcy Court (Case No. 20-12345) (the “**Bankruptcy Case**”);

WHEREAS CemCo was incorporated in 2016 and is a non-profit religious corporation;

WHEREAS the Diocese, as settlor, created the Cemetery Trust in 2017;

WHEREAS CemCo and the Cemetery Trust together provide for the burial of the faithful according to Catholic tradition. They also have the obligation to provide “perpetual care.” Such obligation is central to the operating structure of Catholic cemeteries and is part of the contractual arrangements for every interment. Funds from every interment are set aside for a permanent maintenance fund to be held, invested, and used to provide perpetual care;

WHEREAS, in 2017, the Diocese transferred the operations, certain of the assets (including certain cemeteries) and all of the liabilities of the Cemetery Division of the Diocese to CemCo and the Cemetery Trust (the “**Cemetery Transfers**”). Specifically, (a) the Diocese transferred (i) Cemetery of the Holy Rood in Westbury, NY; and (ii) Holy Sepulchre Cemetery in Coram, NY to CemCo (b) the Diocese transferred the operations of Queen of All Saints of Central Islip, NY; (c) the Diocese retained \$47.6 million of the amount previously segregated in the Cemetery Division of the Diocese; (d) CemCo assumed all obligations to provide perpetual care for the deceased, however, the Debtor also remained liable on the perpetual care contracts entered into before September 1, 2017; and (e) CemCo purchased the Queen of Peace Cemetery in Old Westbury, New York for its appraised value of \$15.3 million. In addition, the Diocese retained the \$7.5 million payment it received from the Village of Old Westbury in settlement of its litigation with the Village to operate and put into service the Queen of Peace Cemetery (the “**CemCo Transfer**”) and (f) the Diocese transferred approximately \$60,900,000 to the Cemetery Trust (the “**Trust Transfer**”).

WHEREAS, on May 14, 2021, the Committee and the Diocese filed a *Joint Stipulation and Order Concerning the Independent Advisory Committee and the Investigation and Pursuit of Certain Claims*, which was entered by the Court [Docket No. 512]. Pursuant to the stipulation and order,

among other matters, the Committee has the exclusive authority on behalf of the estate to commence and prosecute any and all actions arising out of certain affiliate transactions, including the Cemetery Transfers;

WHEREAS, on May 26, 2023, the Committee filed its *Complaint for Avoidance and Recovery of Fraudulent Transfers and Recovery for Unjust Enrichment* [Adv. Pro. 23-01121] against CemCo both in its individual capacity and as Trustee for the Cemetery Trust, alleging claims on behalf of the estate to avoid and recover the Cemetery Transfers as intentionally and constructively fraudulent under New York Debtor & Creditor Law and Bankruptcy Code section 544(b), and for unjust enrichment (the “**Adversary Claims**”);

WHEREAS, on June 29, 2023, CemCo filed its *Answer of Catholic Cemeteries of the Roman Catholic Diocese of Rockville Centre, Inc.* [Adv. Docket No. 6];

WHEREAS the Committee authorized the Debtor to engage in settlement discussions with CemCo;

WHEREAS CemCo proposes to contribute twenty million dollars (\$20,000,000) to the Diocese;

WHEREAS the Cemetery Trust proposes to loan thirty-six million five hundred thousand dollars (\$36,500,000) to the Diocese;

NOW, THEREFORE, in consideration of and reliance upon the foregoing and of the mutual promises, covenants and conditions hereinafter contained, the Parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement by reference thereto and made a part hereof as though fully set forth herein below. All terms heretofore or hereafter defined within the body of this Agreement shall have the meanings set forth therein.

2. **CemCo Cash Contribution.** CemCo will contribute twenty million dollars (\$20,000,000) in cash (the “**Cash Contribution**”), to the Diocese as follows:

- a. First Installment: Ten million dollars (\$10,000,000) on the effective date of the [Plan (to be defined)] (estimated to be 10/31/2024) (the “**Plan Effective Date**”);
- b. Second Installment: Five million dollars (\$5,000,000) on the first anniversary of the Plan Effective Date;
- c. Third Installment: Five million dollars (\$5,000,000) on the second anniversary of the Plan Effective Date;

3. **The Cemetery Trust Loan.** On the Plan Effective Date, the Cemetery Trust shall

loan to the Diocese the amount of thirty-six million, five hundred thousand dollars (\$36,500,000) (the “**Loan**”) amortized over a thirty-year period with a maturity date of [**December 1, 2054**] at an interest rate of four percent (4%) per annum.

4. **Effective Date of Agreement.** This Agreement shall be effective (the “**Effective Date**”) upon confirmation of the Plan.

5. **Release of CemCo and the Cemetery Trust.** Upon the Effective Date, the Diocese and the Committee, for themselves and their respective predecessors, successors, and assigns, and for all other persons claiming by, through or under any of them (collectively, the “**Releasing Parties**”) hereby fully, irrevocably and forever RELEASE, ACQUIT AND FOREVER DISCHARGE CemCo and the Cemetery Trust, their predecessors, successors, assigns, affiliates, subsidiaries, and all their respective past, present and future officers, directors, managers, agents, representatives, employees and insurers (collectively, the “**Cemetery Released Parties**”), of and from any and all claims, liabilities, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation from the beginning of time through the date hereof, including, but not limited to, the Adversary Claims (collectively, the “**Released Claims**”). Nothing in this Agreement releases any Cemetery Released Party of (or otherwise limits) any claims arising out of, based upon, or in connection with its obligations under this Agreement.

6. **Adversary Proceeding.** On the Plan Effective Date, the case captioned *Official Committee of Unsecured Creditors v. Catholic Cemeteries of the Roman Catholic Diocese of Rockville Centre, Inc., in Both Its Individual Capacity and as Trustee for the Diocese Of Rockville Centre Catholic Cemetery Permanent Maintenance Trust*, 1:23-AP-01121 shall be terminated with prejudice.

7. **Termination.** This agreement may be terminated by any party by written notice to the other parties if (i) the Effective Date has not occurred on or before [**December 31, 2026**].

8. **Binding Effect.** This Agreement is binding upon the Parties, their successors, assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the Debtor’s estate), affiliates, officers, directors, shareholders, partners, investors, members, employees, agents, and professionals, provided however, upon dissolution of the Committee, none of the Committee or its members, its professionals, individual counsel to the members, and all their respective past, present and future officers, directors, managers, agents, representatives and employees (the “**Committee Released Parties**”) shall have any further obligation under this Agreement, and CemCo and the Cemetery Trust, any trustee of the [**Trust (as defined in the Plan)**], and the Diocese shall be deemed to release, acquit and forever discharge the Committee Released Parties from any claims relating to or arising under this Agreement or in connection with the Cemetery Claims.

9. **Jurisdiction.** The Bankruptcy Court shall retain sole and exclusive jurisdiction to hear and determine all matters arising from or relating to the interpretation and/or enforcement of this Agreement unless the Bankruptcy Case is dismissed pursuant to a Final Order or as otherwise provided in a confirmed plan of reorganization for the Diocese.

10. **Singular/Plural.** Words and defined terms in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Words and defined terms that pertain to a more than one person shall be deemed to apply to all persons collectively, jointly, severally and *in solido*, and to each person individually.

11. **Amendment.** This Agreement may not be amended except by a written agreement executed by CemCo, the applicable Consenting Party and the Diocese.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IT IS SO STIPULATED AND AGREED, THROUGH COUNSEL OF RECORD:

DATED October __, 2024

PACHULSKI STANG ZIEHL & JONES LLP

/s/ DRAFT

James I. Stang (Admitted *Pro Hac Vice*)
Kenneth Brown (Admitted *Pro Hac Vice*)
Brittany M. Michael

*Attorneys for the Official Committee of Unsecured
Creditors*

DATED October __, 2024

MELTZER LIPPE GOLDSTEIN & BREITSTONE, LLP

/s/ DRAFT

Scott A. Steinberg

TOGUT, SEGAL & SEGAL LLP

/s/ DRAFT

Frank A. Oswald

*Attorneys for Catholic Cemeteries of the Roman Catholic
Diocese of Rockville Centre*

DATED October __, 2024

JONES DAY

/s/ DRAFT

Corinne Ball
Benjamin Rosenblum

*Attorneys for The Roman Catholic Diocese of Rockville
Centre, New York*

EXHIBIT A

**PARTIES TO RECEIVE NOTICE OF
TERMINATION OF THE SETTLEMENT AGREEMENT**

[TO BE SUPPLIED]

EXHIBIT 2

Known Insurance Policies

**Diocese of Rockville Centre
General Liability Insurance Policies Covering the Diocese**

Incept	Expire	Insurer	Policy Number
4/6/1956	10/1/1957	Royal Indemnity Co.	RLG 050000
10/1/1957	10/1/1958	Royal Indemnity Co.	RLG 055000
10/1/1958	10/1/1959	Royal Indemnity Co.	RLG 059700
10/1/1959	10/1/1960	Royal Indemnity Co.	RLG 001059
10/1/1960	10/1/1961	Royal Indemnity Co.	RLG001060
10/1/1961	10/1/1962	Royal Indemnity Co.	RLG001061
10/1/1962	10/1/1963	Royal Indemnity Co.	RLG001062
10/1/1963	10/1/1964	Royal Indemnity Co.	RLG001063
6/4/1964	6/4/1965	Royal Indemnity Co.	RLX100035
10/1/1964	10/1/1965	Royal Indemnity Co.	RLG001064
10/1/1965	10/1/1966	Royal Indemnity Co.	RLG001065
10/1/1966	10/1/1967	Royal Indemnity Co.	RLG604826
6/4/1967	6/4/1968	Royal Indemnity Co.	RLA100629
10/1/1967	10/1/1968	Royal Indemnity Co.	RTG604827
10/1/1968	10/1/1969	Royal Indemnity Co.	RTG604828
10/1/1969	10/1/1970	Royal Indemnity Co.	RTG604829
6/4/1970	10/1/1971	Royal Indemnity Co.	RLA101501
10/1/1970	10/1/1971	Royal Indemnity Co.	RTG604820
10/1/1971	10/1/1972	Royal Indemnity Co.	RTG604821
10/1/1971	10/2/1972	Royal Indemnity Co.	RLA101877
10/1/1972	10/1/1973	Royal Globe Ins. Co.	PTG604822
10/1/1972	10/1/1973	Royal Globe Ins. Co.	PLA102188
10/1/1973	10/1/1974	Royal Globe Ins. Co.	PTG604823
10/1/1973	10/1/1974	Royal Globe Ins. Co.	PLA102553
10/1/1974	10/1/1975	Royal Globe Ins. Co.	PTG604824
10/1/1974	10/1/1975	Royal Globe Ins. Co.	PTQ302591
10/1/1975	10/1/1976	Royal Globe Ins. Co.	PTG604825
10/1/1975	10/1/1976	Royal Globe Ins. Co.	PTQ306461
9/30/1976	10/1/1977	Underwriters at Lloyds, London	SL3161
10/1/1976	10/1/1977	Centennial Ins. Co.	291-68-71-16
10/1/1976	10/1/1977	Underwriters at Lloyds, London	SL3152
10/1/1976	10/1/1977	London Market Insurers	SLC5163
10/1/1976	10/1/1977	Midland Ins. Co.	UL388732
10/1/1976	10/1/1977	Underwriters at Lloyds, London	MW23017
10/1/1976	10/1/1977	London Market Insurers	SLC5172
10/1/1976	10/1/1977	Underwriters at Lloyds, London	SL3162
10/1/1976	10/1/1977	London Market Insurers	SLC5173
1/18/1978	10/1/1978	Underwriters at Lloyds, London	SL3311

Incept	Expire	Insurer	Policy Number
1/18/1978	10/1/1978	London Market Insurers	SLC5334
1/18/1978	10/1/1978	Midland Ins. Co.	UL390749
1/18/1978	10/1/1978	Associated International Ins. Co.	AEL050530
1/18/1978	10/1/1978	Underwriters at Lloyds, London	SL3294
1/18/1978	10/1/1978	London Market Insurers	SLC5330
10/1/1978	10/1/1979	Interstate Fire & Casualty Co.	183-152625
10/1/1978	10/1/1979	Underwriters at Lloyds, London	SL3445
10/1/1978	10/1/1979	London Market Insurers	SLC5462
10/1/1978	10/1/1979	Underwriters at Lloyds, London	SL3452
10/1/1978	10/1/1979	London Market Insurers	SLC5469
10/1/1978	10/1/1979	Underwriters at Lloyds, London	SL3463
10/1/1978	10/1/1979	London Market Insurers	SLC5480
10/1/1979	10/1/1980	Centennial Ins. Co.	291-69-65-01
10/1/1979	10/1/1980	Underwriters at Lloyds, London	SL3574
10/1/1979	10/1/1980	London Market Insurers	SLC5630
10/1/1979	10/1/1980	Underwriters at Lloyds, London	SL3606
10/1/1979	10/1/1980	London Market Insurers	SLC5656
10/1/1979	10/1/1980	Interstate Fire & Casualty Co.	183-152625-1
10/1/1979	10/1/1980	Underwriters at Lloyds, London	SL3607
10/1/1979	10/1/1980	London Market Insurers	SLC5657
10/1/1979	10/1/1980	Underwriters at Lloyds, London	SL3608
10/1/1979	10/1/1980	London Market Insurers	SLC5658
10/1/1980	10/1/1981	Underwriters at Lloyds, London	SL3725
10/1/1980	10/1/1981	London Market Insurers	SLC5746
10/1/1980	10/1/1981	Underwriters at Lloyds, London	SL3726
10/1/1980	10/1/1981	London Market Insurers	SLC5747
10/1/1980	10/1/1981	Underwriters at Lloyds, London	SL3731
10/1/1980	10/1/1981	London Market Insurers	SLC5754
10/1/1981	10/1/1982	Interstate Fire & Casualty Co.	183-152625-2
10/1/1981	10/1/1982	Underwriters at Lloyds, London	SL3887
10/1/1981	10/1/1982	London Market Insurers	SLC5894
10/1/1981	10/1/1982	Underwriters at Lloyds, London	SL3888
10/1/1981	10/1/1982	London Market Insurers	SLC5895
10/1/1982	9/1/1983	Centennial Ins. Co.	291-71-14-76
10/1/1982	9/1/1983	Underwriters at Lloyds, London	SL4063
10/1/1982	9/1/1983	London Market Insurers	SLC6043
10/1/1982	9/1/1983	Interstate Fire & Casualty Co.	83-0169764
10/1/1982	9/1/1983	Underwriters at Lloyds, London	SL4065
10/1/1982	9/1/1983	London Market Insurers	SLC6045
10/1/1982	9/1/1983	Underwriters at Lloyds, London	SL4066
10/1/1982	9/1/1983	London Market Insurers	SLC6046

Incept	Expire	Insurer	Policy Number
10/1/1982	9/1/1983	Fireman's Fund Ins. Co.	XLX1395363
9/1/1983	9/1/1984	Interstate Fire & Casualty Co.	83-0170072
9/1/1983	9/1/1984	London Market Insurers	ICO4082
9/1/1983	9/1/1984	Underwriters at Lloyds, London	ISL3125
9/1/1983	9/1/1984	London Market Insurers	ICO4073
9/1/1983	9/1/1984	Underwriters at Lloyds, London	ISL3114
9/1/1983	9/1/1984	Fireman's Fund Ins. Co.	XLX1395219
9/1/1984	9/1/1985	Interstate Fire & Casualty Co.	83-183-0170072
9/1/1984	9/1/1985	London Market Insurers	ICO5133
9/1/1984	9/1/1985	Underwriters at Lloyds, London	ISL3289
2/19/1985	9/1/1985	London Market Insurers	ICO5162
2/19/1985	9/1/1985	Underwriters at Lloyds, London	ISL3322
9/1/1985	9/1/1986	London Market Insurers	ICO5239
9/1/1985	9/1/1986	Underwriters at Lloyds, London	ISL3401
10/15/1985	10/22/1986	Allianz Underwriters Ins. Co.	AXL5206661
10/15/1985	10/22/1986	London Market Insurers	ICO5326
10/15/1985	10/22/1986	Underwriters at Lloyds, London	ISL3482
11/1/2018	10/31/2019	Ecclesia Assurance Co.	PKG-2018-1
11/1/2018	10/31/2019	Ecclesia Assurance Co.	EX-SA-2018-1

EXHIBIT 3

Known Insurers

**Diocese of Rockville Centre
General Liability Insurers**

Allianz International Ltd. (Scheme Closed)
Allianz Underwriters Ins. Co.
Ancon Ins. Co. (UK) Ltd. (nka Chevanstall Ltd.)
Assicurazioni Generali T.S.
Associated International Ins. Co.
Bellefonte Ins. Co. (In Liquidation)
British National Life Ins. Society Ltd. (nka British National Ins. Co. Ltd.)
C.N.A. Re of London Ltd. (nka Kx Re)
Centennial Ins. Co. (In Liquidation)
Co d'Assurances Maritimes et Terresteres (1982-85: Scheme Closed)
Co d'Assurances Maritimes et Terresteres (pre-1982: nka Allianz Global)
Dominion Ins. Co. Ltd.
Ecclesia Assurance Co.
Excess Ins. Co. Ltd.
Fireman's Fund Ins. Co.
Folksam Int'l (UK) Ltd. (Scheme Closed)
Heddington Ins. Co. (UK) Ltd. (Scheme Closed)
Interstate Fire & Casualty Co.
Lexington Insurance Company
Mentor Ins. (UK) (Scheme Closed)
Midland Ins. Co. (In Liquidation)
North Atlantic Ins. Ltd. (Scheme Closed)
Pine Top Ins. Co. (Receivership Closed)
Royal Globe Ins. Co. (nka Arrowood Ins. Co.)
Royal Indemnity Co. (nka Arrowood Ins. Co.)
Sovereign Marine & General (Scheme Closed)
Sphere Drake Ins. PLC (Scheme Closed)
St Katherine Ins. Co. Ltd. (nka Unionamerica Ins. Co. Ltd.)
Storebrand Ins. Ltd. (Scheme Closed)
Stronghold Ins. Ltd. (In Scheme)
Taisho Marine & Fire (UK) Ltd. (Scheme Closed)
Terra Nova Ins. Co. Ltd. (nka Riverstone Ins. UK Ltd.)
Tokio Marine & Fire (UK) Ltd. (Scheme Closed)
Turegum Ins. Co. Ltd.
Underwriters at Lloyds, London
Unionamerica Ins. Co. Ltd.
Yasuda Fire & Marine (UK) Ltd. (nka Sompo Japan Ins. Inc.)

EXHIBIT 4

Additional Debtors Bar Date Notice

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

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

**NOTICE OF DEADLINE REQUIRING FILING OF SEXUAL ABUSE PROOFS OF
CLAIM AGAINST ANY PARISH OF THE DIOCESE OF ROCKVILLE CENTRE, NEW
YORK, ON OR BEFORE [•]**

**TO ALL PERSONS AND ENTITIES WITH SEXUAL ABUSE CLAIMS AGAINST A
PARISH (AN “ADDITIONAL DEBTOR”) OF THE ROMAN CATHOLIC DIOCESE OF
ROCKVILLE CENTRE, NEW YORK:**

Unless you have previously commenced a sexual abuse lawsuit in state court against an Additional Debtor or filed a Proof of Claim in these Chapter 11 Cases, survivors of sexual abuse with claims against an Additional Debtor or other holders of Abuse Claims must file an Additional Debtor Sexual Abuse Proof of Claim Form by the Additional Debtor Sexual Abuse Claim Bar Date, a copy of which is enclosed herein and which also may be found at <https://dm.epiq11.com/drvc>. See Section 3 below for more information.²

**TO RECOVER FROM AN ADDITIONAL DEBTOR FOR A SEXUAL ABUSE CLAIM,
YOU MUST FILE SUCH CLAIM BY [•]. THIS DEADLINE APPLIES TO SEXUAL
ABUSE CLAIMS AGAINST THE ADDITIONAL DEBTORS, REGARDLESS OF
WHETHER OR NOT THE STATUTE OF LIMITATIONS UNDER STATE LAW FOR
SUCH CLAIM HAS EXPIRED.**

The Additional Debtors are the parishes of The Roman Catholic Diocese of Rockville Centre, New York. A list of the Additional Debtors is available at <https://dm.epiq11.com/drvc>.

**1. WHO MUST FILE AN ADDITIONAL DEBTOR SEXUAL ABUSE PROOF OF
CLAIM**

¹ The Debtors in these chapter 11 cases are The Roman Catholic Diocese of Rockville Centre, New York and all of the Parishes of The Roman Catholic Diocese of Rockville Centre, New York. The mailing address for the Debtors is 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 *Order Confirming the Chapter 11 Plan of Reorganized Proposed by The Roman Catholic Diocese of Rockville Centre, New York and Additional Debtors*.

You MUST file an Additional Debtor Sexual Abuse Proof of Claim to share in distributions from the Additional Debtor's bankruptcy estate if you have a claim that arose before the [•] (the "Additional Debtors Petition Date"), and it is not one of the types of claims described in Section 5 below. Claims meeting these criteria that are based on acts or omissions of an Additional Debtor that occurred before the Additional Debtors Petition Date must be filed on or before the Additional Debtor Sexual Abuse Claims Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Additional Debtors Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this notice, the word "claim" means a right to (a) 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.

2. WHAT TO FILE FOR SEXUAL ABUSE CLAIMS AGAINST ADDITIONAL DEBTORS

If you have an Abuse Claim against an Additional Debtor, you must file an Additional Debtor Sexual Abuse Proof of Claim Form, a copy of which is enclosed and which also may be found at <https://dm.epiq11.com/drvc>.

You may have an Abuse Claim against an Additional Debtor if you experienced sexual abuse, as either an adult or child, as a result of activities related to any of the Parishes of the Roman Catholic Diocese of Rockville Centre on or before Additional Debtors Petition Date.

Sexual abuse means:

- Sexual conduct or misconduct, sexual abuse or molestation, sexual exploitation, sexual touching, sexualized interaction, sexual comments about a person's body, or other verbal or non-verbal behaviors that facilitated, contributed to, or led up to abuse, regardless of whether or not such behavior was itself sexual or against the law, and regardless of whether the child thought the behavior was sexual abuse at the time.
- Sexual abuse includes behavior between a child and an adult, between a child and another child, or between a non-consenting adult and another adult, without regard to whether such activity involved explicit force, whether such activity involved genital or other physical contact, and whether the individual associated the abuse with any physical, psychological, or emotional harm.
- Sexual abuse involves behaviors including penetration or fondling of the individual's body, other body-on-body contact, or non-contact, behaviors such as

observing or making images of an individual's naked body, showing or making pornography, or having an individual behave in sexual behavior as a group.

**3. CONFIDENTIALITY PROTOCOL GOVERNING SUBMISSION OF
ADDITIONAL DEBTOR SEXUAL ABUSE PROOFS OF CLAIM**

The Confirmation Order and Bar Date Order provide that a Confidentiality Protocol shall govern the submission of certain proofs of claim.

Individuals filing Additional Debtor Sexual Abuse Proofs of Claim are directed not to file their Proof of Claim Forms with the Court. Instead and as described above, such Proof of Claim Forms must be (a) mailed to the Claims Agent at the following address: 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 sent by overnight mail or hand-delivery to the Claims Agent at the following address: 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 (b) filed through the Electronic Filing System via the website located at <https://dm.epiq11.com/drvc>.

Additional Debtor Sexual Abuse Proof of Claim Forms submitted by individuals with claims arising from sexual abuse will not be available to the general public unless such claimant requests, solely in his or her discretion, for such proof of claim to be made public by so indicating in his or her Additional Debtor Sexual Abuse Proof of Claim.

4. WHEN AND WHERE TO FILE

All Additional Debtor Sexual Abuse Proofs of Claim must be filed so as to be received on or before [•] at **5:00 p.m. (prevailing Eastern Time)** as follows:

IF BY U.S. POSTAL SERVICE MAIL:

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

IF DELIVERED BY HAND OR OVERNIGHT DELIVERY:

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

IF ELECTRONICALLY:

The website established by the Claims Agent, using the interface available on such website located at <https://dm.epiq11.com/drvc> (the “Electronic Filing System”) and following the instructions provided.

Additional Debtor Sexual Abuse Proofs of Claim will be deemed filed only when actually received at the addresses listed above or via the Electronic Filing System on or before the Additional Debtor Sexual Abuse Bar Date. Proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

5. CLAIMS FOR WHICH ADDITIONAL DEBTOR SEXUAL ABUSE PROOFS OF CLAIM NEED NOT BE FILED

A person need not file an Additional Debtor Sexual Abuse Proof of Claim Form if (a) you have previously submitted such claim in these Chapter 11 Cases in accordance with the Bar Date Order, or (b) you previously commenced a sexual abuse lawsuit in state court against an Additional Debtor.

Additional Debtor Sexual Abuse Proof of Claim Forms are for individuals or entities that may have claims against the Additional Debtors arising from sexual abuse.

6. CONSEQUENCES OF FAILURE TO FILE A CLAIM

ANY HOLDER OF AN ABUSE CLAIM AGAINST AN ADDITIONAL DEBTOR THAT IS NOT EXEMPTED FROM THE REQUIREMENTS OF THIS ORDER, AS SET FORTH IN SECTION 5 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF DISTRIBUTION IN THE ADDITIONAL DEBTORS’ CASES ON ACCOUNT OF SUCH CLAIM AND YOU WILL BE BARRED FROM ASSERTING SUCH CLAIM AGAINST THE ADDITIONAL DEBTORS IN THE FUTURE.

7. ADDITIONAL INFORMATION

If you have any questions regarding the claims process and/or you wish to obtain a copy of the Plan, Confirmation Order, a proof of claim form, or related documents you may do so by: (i) calling the Debtor’s restructuring hotline at (888) 490-0633 (US toll-free) or (503) 520-4459; (ii) visiting the Additional Debtor’s restructuring website at: <https://dm.epiq11.com/drvc>; and/or (iii) writing to The Roman Catholic Diocese of Rockville Centre Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, P.O. Box 4421, Beaverton, OR 97076-4421. **Please note** that the Claims Agent **cannot** offer legal advice or advise whether you should file a proof of claim.

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A HOLDER OF A POSSIBLE ABUSE CLAIM AGAINST AN ADDITIONAL DEBTOR SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.

Dated:
New York, NY

BY ORDER OF THE COURT

WESTERMAN BALL EDERER MILLER
ZUCKER & SHARFSTEIN, LLP

By: _____
William C. Heuer
1201 RXR Plaza
Uniondale, New York 11556
(516) 622-9200

Counsel for the Additional Debtors

EXHIBIT 5

Additional Debtors Bar Date Publication Notice

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

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

**NOTICE OF DEADLINE REQUIRING FILING
OF SEXUAL ABUSE PROOFS OF CLAIM AGAINST ANY PARISH
OF THE DIOCESE OF ROCKVILLE CENTRE, NEW YORK, ON OR
BEFORE [•]**

**TO ALL PERSONS AND ENTITIES WITH SEXUAL ABUSE CLAIMS AGAINST A
PARISH (AN “ADDITIONAL DEBTOR”) OF THE ROMAN CATHOLIC DIOCESE OF
ROCKVILLE CENTRE, NEW YORK:**

**TO RECOVER FROM THE ADDITIONAL DEBTOR FOR A SEXUAL ABUSE CLAIM,
YOU MUST FILE SUCH CLAIM BY [•]. THIS DEADLINE APPLIES TO SEXUAL
ABUSE CLAIMS AGAINST THE ADDITIONAL DEBTORS, REGARDLESS OF
WHETHER OR NOT THE STATUTE OF LIMITATIONS UNDER STATE LAW FOR
SUCH CLAIM HAS EXPIRED.**

The Additional Debtors² are the parishes of The Roman Catholic Diocese of Rockville Centre, New York. A list of the Additional Debtors is available at <https://dm.epiq11.com/drvc>.

**1. WHO MUST FILE AN ADDITIONAL DEBTOR SEXUAL ABUSE PROOF OF
CLAIM**

You MUST file an Additional Debtor Sexual Abuse Proof of Claim Form by the Additional Debtor Sexual Abuse Claim Bar Date, a copy of which is enclosed herein and which also may be found at <https://dm.epiq11.com/drvc>, to share in distributions from the Additional Debtor’s bankruptcy estate if: (a) you have a claim that arose before [•] (the “Additional Debtor Petition Date”), (b) you have not previously submitted such claim in these Chapter 11 Cases in accordance

¹ The Debtors in these chapter 11 cases are The Roman Catholic Diocese of Rockville Centre, New York and all of the Parishes of The Roman Catholic Diocese of Rockville Centre, New York. The mailing address for the Debtors is 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 *Order Confirming the Chapter 11 Plan of Reorganized Proposed by The Roman Catholic Diocese of Rockville Centre, New York and Additional Debtors*.

with the Bar Date Order, and (c) you have not previously commenced a sexual abuse lawsuit in state court against an Additional Debtor.

You may have an Abuse Claim against an Additional Debtor if you experienced sexual abuse, as either an adult or child, as a result of activities related to any of the Parishes of the Roman Catholic Diocese of Rockville Centre on or before Additional Debtor Petition Date. Claims meeting these criteria that are based on acts or omissions of an Additional Debtor that occurred before the Additional Debtor Petition Date must be filed on or before **[•] at 5:00 p.m. (prevailing Eastern Time)**, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before such date.

2. CONFIDENTIALITY PROTOCOL GOVERNING SUBMISSION OF ADDITIONAL DEBTORS SEXUAL ABUSE PROOFS OF CLAIM

The Confirmation Order and Bar Date Order provide that a Confidentiality Protocol shall govern the submission of certain proofs of claim. Individuals filing Additional Debtor Sexual Abuse Proofs of Claim are directed not to file their Proof of Claim Forms with the Court. Instead, and as described above, such Proof of Claim Forms must be (a) mailed to the Claims Agent at the following address: 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, (b) sent by overnight mail or hand-delivery to the Claims Agent at the following address: 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 (c) filed through the Electronic Filing System via the website located at <https://dm.epiq11.com/drvc>.

Additional Debtor Sexual Abuse Proof of Claim Forms submitted by individuals with claims arising from sexual abuse will not be available to the general public unless such claimant requests, solely in his or her discretion, for such proof of claim to be made public by so indicating in his or her Additional Debtors Sexual Abuse Proof of Claim.

3. WHEN AND WHERE TO FILE

All Additional Debtor Sexual Abuse proofs of claim must be filed so as to be received on or before **[•] at 5:00 p.m. (prevailing Eastern Time)** as follows:

IF BY U.S. POSTAL SERVICE MAIL:

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

IF DELIVERED BY HAND OR OVERNIGHT DELIVERY:

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

IF ELECTRONICALLY:

The website established by the Claims Agent, using the interface available on such website located at <https://dm.epiq11.com/drvc> (the “Electronic Filing System”) and following the instructions provided.

Additional Debtor Sexual Abuse Proofs of Claim will be deemed filed only when actually received at the addresses listed above or via the Electronic Filing System on or before the Additional Debtors Sexual Abuse Bar Date. Proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

5. CONSEQUENCES OF FAILURE TO FILE A CLAIM

ANY HOLDER OF AN ABUSE CLAIM AGAINST AN ADDITIONAL DEBTOR THAT IS NOT EXEMPTED FROM THE REQUIREMENTS OF THIS ORDER AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF DISTRIBUTION IN THE ADDITIONAL DEBTORS’ CASES ON ACCOUNT OF SUCH CLAIM AND WILL BE BARRED FROM ASSERTING SUCH CLAIM AGAINST THE ADDITIONAL DEBTORS IN THE FUTURE.

6. ADDITIONAL INFORMATION

If you have any questions regarding the claims process and/or you wish to obtain a copy of the Plan, Confirmation Order, a proof of claim form, or related documents you may do so by:
(i) calling the Debtor’s restructuring hotline at (888) 490-0633 (US toll-free) or (503) 520-4459;
(ii) visiting the Additional Debtor’s restructuring website at: <https://dm.epiq11.com/drvc>; and/or
(iii) writing to The Roman Catholic Diocese of Rockville Centre Claims Processing Center, c/o

Epiq Corporate Restructuring, LLC, P.O. Box 4421, Beaverton, OR 97076-4421. **Please note** that the Claims Agent **cannot** offer legal advice or advise whether you should file a proof of claim.

A HOLDER OF A POSSIBLE ABUSE CLAIM AGAINST AN ADDITIONAL DEBTOR SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.

Dated:
New York, NY

BY ORDER OF THE COURT

WESTERMAN BALL EDERER MILLER
ZUCKER & SHARFSTEIN, LLP

By: _____
William C. Heuer
1201 RXR Plaza
Uniondale, New York 11556
(516) 622-9200

Counsel for the Additional Debtors

EXHIBIT 6

Additional Debtors Sexual Abuse Proof of Claim Form

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

In re:	:	Chapter 11
	:	
THE ROMAN CATHOLIC DIOCESE OF	:	Case No. 20-12345 (MG)
ROCKVILLE CENTRE, NEW YORK <i>et</i>	:	
<i>al.</i> ,	:	(Jointly Administered)
	:	
Debtors.	:	

**CONFIDENTIAL ADDITIONAL DEBTORS SEXUAL ABUSE PROOF OF CLAIM AND
PLAN TREATMENT ELECTION FORM**

**THIS FORM MUST BE RECEIVED NO LATER THAN [•]
AT 5:00 P.M. PREVAILING EASTERN TIME (THE “ADDITIONAL DEBTORS
SEXUAL ABUSE BAR DATE”)**

Carefully read the instructions that are included with this CONFIDENTIAL ADDITIONAL DEBTORS 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 one or more of the Additional Debtors 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 any of the Additional Debtors or any other person or entity for whose acts or failures to act any of the Additional Debtors is or was allegedly responsible.

For purposes of this Proof of Claim, a “Sexual Abuse Claimant” is defined as the person asserting a Sexual Abuse Claim against an Additional Debtor. 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.

**PLEASE NOTE THAT THAT THE BAR DATE FOR CLAIMS AGAINST THE
DIOCESE HAS EXPIRED.**

**THIS PROOF OF CLAIM IS FOR SEXUAL ABUSE CLAIMS AGAINST THE
ADDITIONAL DEBTORS ONLY**

**TO BE VALID, THIS ADDITIONAL DEBTORS SEXUAL ABUSE PROOF OF CLAIM
MUST:**

- (A) Be written in English or in Spanish (or include a translation if responses are in a language other than English or Spanish);
- (B) Provide responses that are complete and accurate to the best of your knowledge;
- (C) Be signed by the creditor; the creditor's attorney or authorized agent; the debtor or its authorized agent; or a guarantor, surety, endorser, or other codebtor, except that if the Sexual Abuse Claimant is a minor, incapacitated or deceased, this Additional Debtors 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 Epiq Corporate Restructuring, LLC (the "Claims Agent"), the Debtor's claims and noticing agent, on or prior to [•] **at 5:00 p.m. (prevailing Eastern Time)** (the "Sexual Abuse Bar Date"), either
 - (i) electronically using the interface available at <https://dm.epiq11.com/drvc>,
 - (ii) by mail to the Claims Agent at the following address: 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
 - (iii) by overnight mail or hand-delivery to the Claims Agent at the following address: 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.

PROOFS OF CLAIM SENT BY FACSIMILE, TELECOPY, OR E-MAIL WILL NOT BE ACCEPTED.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

FAILURE TO COMPLETE AND RETURN THIS FORM IN A TIMELY MANNER MAY RESULT IN YOUR INELIGIBILITY TO RECEIVE A DISTRIBUTION IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.

THIS PROOF OF CLAIM FORM IS NOT SUFFICIENT TO ASSERT A SEXUAL ABUSE CLAIM AGAINST ANY ENTITY OTHER THAN THE ADDITIONAL DEBTOR IDENTIFIED IN THE PROOF OF CLAIM FORM.

TREATMENT ELECTION INSTRUCTIONS:

Sexual Abuse Claimants submitting this form may elect to have their claim resolved either (a) through the Bankruptcy Court’s claims allowance process or (b) the Trust Allocation Protocol established pursuant to the *Chapter 11 Plan Of Reorganization Proposed By The Roman Catholic Diocese Of Rockville Centre, New York And Additional Debtors* (the “Plan”).

Copies of the Plan, the Disclosure Statement and the Trust Allocation Protocol are available for review free-of-charge on the website maintained by the Claims Agent at <https://dm.epiq11.com/drvc>. Copies are also available upon request by contacting the Claims Agent (a) calling (888) 490-0633 (Toll-Free) or +1 (503) 520-4459 (International), (b) emailing RCDRockvilleInfo@epiqglobal.com, (c) writing to: The Roman Catholic Diocese of Rockville Centre, New York, c/o Epiq Ballot Processing Center, P.O. Box 4422, Beaverton, OR 97076-4422, or (d) submitting an inquiry on the Debtor’s restructuring website at <https://dm.epiq11.com/drvc>.

Please note that the Claims Agent is not authorized to, and will not, provide legal advice to you. If you need legal advice, please consult with your attorney.

Please select only one option below:	
<input type="checkbox"/> I elect to be a “Channeled Claim” and have my Abuse Claim treated pursuant to the Trust Allocation Protocol. I understand that this is not a court process.	<input type="checkbox"/> I elect for my Abuse Claim to be resolved pursuant to the Bankruptcy Court’s claims allowance process. I understand that the Additional Debtors may object to the allowance of my claim.
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 BE TREATED THROUGH THE BANKRUPTCY COURT’S CLAIMS ALLOWANCE PROCESS.

*****PLEASE CONTINUE TO THE PROOF OF CLAIM QUESTIONNAIRE*****

IF YOU DO NOT COMPLETE THE QUESTIONNAIRE, YOUR CLAIM CANNOT BE PROCESSED.

PROOF OF CLAIM QUESTIONNAIRE:

ANSWER THESE QUESTIONS TO THE BEST OF YOUR KNOWLEDGE AND ABILITY AT THE TIME YOU COMPLETE THIS FORM. IF YOU CANNOT ANSWER A QUESTION, MOVE ON TO THE NEXT QUESTION.

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: ADDITIONAL DEBTOR

Fill in this information to identify the case (Select only one Additional Debtor per claim form)

Additional Debtor Name and Case Number:

PART 2: 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 Southern District of New York (the “Bankruptcy Court”). However, this Sexual Abuse Proof of Claim may be provided, pursuant to confidentiality procedures approved by the Bankruptcy Court, to the Additional Debtors, the Debtor, certain insurers of the Debtor, their respective counsel, the United States Trustee, and the Trust established pursuant to the Plan and to such other persons as the Bankruptcy Court may authorize. In addition, Sexual Abuse Proofs of Claim may be disclosed to governmental authorities or other entities in furtherance of the Additional Debtors’ canonical procedures and investigations or prepetition practices and procedures.

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 3: 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)	Country
------	-------------	------------------------	---------

Telephone No(s):

Home: _____ Work: _____ Cell: _____

If you are represented by counsel, you may provide your attorney's work phone number.

Email address: _____

If you are represented by counsel, you may provide your attorney's email address.

Social Security Number (last four digits only): _____

If you are in jail or prison, your identification number and location of incarceration:

May the Debtor, the Trust, and their respective counsel of record in these chapter 11 cases leave voicemails for you regarding your claim?

Yes No

May the Debtor, the Trust, and their respective counsel of record in these chapter 11 cases send confidential information to your email address?

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

Telephone No. Fax No. E-mail address

c. Amended Claim:

Does this Sexual Abuse Proof of Claim amend a proof of claim previously filed in this bankruptcy case?

Yes

No

PART 4: 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.

- c. Are you currently employed? To the best of your recollection, please describe your recent 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 5: 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 abuse or other wrongful conduct 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 abuse or other wrongful conduct 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 abuse or other wrongful conduct 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).

1. How old were you at the time the abuse or other wrongful conduct 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, or school year and grade).

2. How old were you at the time the abuse or other wrongful conduct 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, or school year and grade).

- f. What happened (describe the nature of the abuse or other wrongful conduct against you, including the circumstances, type(s) of abuse, and frequency of abuse)?

- g. Did you tell anyone about the abuse or other wrongful conduct at the time and, if so, whom did you tell (this would include parents; relatives; friends; representatives of the Debtor; attorneys; counselors, therapists, doctors; and law enforcement authorities). You do not need to disclose any communications you may have had with an attorney.

- h. If there were any witnesses to the abuse, please list their name(s).

PART 6: 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 abuse described above? Please provide as much detail as possible. For example, describe any physical injuries, 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 7: ADDITIONAL INFORMATION

- a. Prior Claims: Have you, or has anyone on your behalf, ever asserted a claim against the Debtor, the Additional Debtors or against any entity or individual other than the Debtor (including, but not limited to, any parish, church, school, or other organization) relating to the sexual abuse described in this claim? If you have, or if anyone on your behalf has, please state when and how the claim was asserted, against whom the claim was asserted, and the result.

- b. Bankruptcy: Have you ever filed bankruptcy?

Yes

No

Sign and print your name. If you are signing the claim on behalf of another person (including 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 Sexual Abuse Claimant: _____