

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In re:

ROMAN CATHOLIC ARCHBISHOP OF
BALTIMORE,

Debtor.

Chapter 11

Case No. 23-16969-MMH

**LINE ATTACHING REDLINED PROPOSED (A) ORDER (I) ESTABLISHING
DEADLINES FOR FILING PROOFS OF CLAIM; (II) APPROVING SEXUAL ABUSE
CLAIM SUPPLEMENT; (III) APPROVING FORM AND MANNER OF NOTICE; AND
(IV) APPROVING CONFIDENTIALITY PROCEDURES; AND (B) FORM OF
CONFIDENTIALITY AGREEMENT**

Pacific Employers Insurance Company and Federal Insurance Co. (collectively, “Pacific”) hereby submit this Line attaching redlined proposed: (A) Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Sexual Abuse Claim Supplement; (III) Approving Form and Manner of Notice; and (IV) Approving Confidentiality Procedures in this case (the “Bar Date Order”); and (B) form of Confidentiality Agreement (the “Confidentiality Agreement”).

Pacific submits the proposed modifications to the Bar Date Order, redline attached hereto as **Exhibit 1**, as well as the proposed modifications to the form Confidentiality Agreement, redline attached hereto as **Exhibit 2**. The edits proposed in the attached exhibits implements the modifications proposed at January 12, 2024 hearing that allow adverse witnesses to be questioned and shown documents if they refuse to sign the confidentiality agreement after being advised of the order and risk contempt if they don’t honor it. There are also changes to the order and the form confidentiality agreement making it clear that the Confidentiality Agreement applies to the Proofs of Claim, Sexual Abuse Claim Supplement, and any documents attached to either of the foregoing, and that the Debtor will separately move for entry of a protective order concerning its entirely

separate document production, much of which has already been produced to the Maryland Attorney General's Office and made public via the Attorney General's report.

Pacific highlights again that the proposed two-party non-disclosure agreement was only provided as an exhibit to a reply brief for which there was no motion, notice or opportunity to object, let alone a showing made that the standard for confidentiality set by Section 107 has been met.

A Baltimore court has ruled that an unredacted copy of the Maryland Attorney General's report should be produced and has been produced and that the report is based on documents produced by the Debtor to the Maryland Attorney General. Notice and a motion for a protective order covering the Debtor's further document production is appropriate so as not to force parties into a private non-disclosure agreement for information and documents, the status of which has already been similarly litigated in connection with the production of an unredacted copy of the Maryland Attorney General's report.¹

For the reasons set forth herein, the Court should modify the proposed Bar Date Order and form of Confidentiality Agreement by including the modifications set forth in **Exhibit 1** and **Exhibit 2** attached hereto.

[Remainder of page intentionally left blank]

¹ See Paul Gessler, *Judge Lifts Most Redactions in Report on Sex Abuse Within Archdiocese of Baltimore*, WJZ CBS News Baltimore, Aug. 22, 2023, <https://www.cbsnews.com/baltimore/news/baltimore-judge-lifts-most-redactions-in-report-on-sex-abuse-within-archdiocese-of-baltimore/>; Paul Gessler, *More Names of Members of Archdiocese of Baltimore Released on Church Sex Abuse Report*, WJZ CBS News Baltimore, <https://www.cbsnews.com/baltimore/news/unredacted-report-on-sex-abuse-within-archdiocese-of-baltimore-anticipated-as-soon-as-tuesday/> (reporting on the Baltimore City Court ruling ordering the release of all names of alleged abusers with the exception of 3 names in order to increase transparency).

Respectfully submitted, this 16th day of January, 2024.

By: /s/ David K. Roberts

O'MELVENY & MYERS LLP

Tancred Schiavoni, Esq. (*pro hac vice in process*)

Adam P. Haberkorn, Esq. (*pro hac vice in process*)

David K. Roberts

Times Square Tower

7 Times Square

New York, NY 10036

Telephone: 212-326-2000

tschiavoni@omm.com

ahaberkorn@omm.com

droberts2@omm.com

*Counsel to Pacific Employers Insurance Company
and Federal Insurance Co.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16th day of January 2024, a true and correct copy of the foregoing document was filed and served via the Court's CM/ECF e-filing system on all parties of record.

/s/ David K. Roberts
David K. Roberts, Esq.

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In re:

ROMAN CATHOLIC ARCHBISHOP OF
BALTIMORE,

Debtor.¹

Chapter 11

Case No. 23-16969-MMH

**ORDER (I) ESTABLISHING DEADLINES FOR FILING PROOFS OF
CLAIM; (II) APPROVING SEXUAL ABUSE CLAIM SUPPLEMENT;
(III) APPROVING FORM AND MANNER OF NOTICE; AND
(IV) APPROVING CONFIDENTIALITY PROCEDURES**

Upon consideration of the motion (the “*Motion*”)² for entry of an order (this “*Order*”) (a) establishing deadlines for the filing of proofs of claims in this case, (b) approving a supplemental form (the “*Sexual Abuse Claim Supplement*”) for voluntary inclusion with proofs of claim filed by claimants asserting claims arising from sexual abuse (such proofs of claim, a “*Sexual Abuse Proof of Claim*”), (c) approving the form and manner of the proposed notices of the Claims Filing Deadline and Sexual Abuse Claim Supplement, and (d) approving procedures

¹ The last four digits of the Debtor’s federal tax identification number are 1535. The Debtor’s principal place of business is located at 320 Cathedral Street, Baltimore, Maryland 21201.

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

enabling claimants asserting a sexual abuse claim (the “*Survivors*”) to file Sexual Abuse Proofs of Claim confidentially, all as more fully set forth in the Motion; and upon finding the Court has jurisdiction over this matter, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order 2012-05* from the United States District Court for the District of Maryland; and upon finding venue is proper in this district, pursuant to 28 U.S.C. §§ 1408 and 1409; and upon finding this is a core proceeding, pursuant to 28 U.S.C. § 157(b); and the Court having found 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 notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances and no other or further notice is necessary or required; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the “*Hearing*”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted in this order; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.
2. The Sexual Abuse Claim Supplement, the Sexual Abuse Claims Deadline Notice, and the Publication Notice, substantially in the forms attached to this Order as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**, are approved. The confidentiality agreement attached to this Order as **Exhibit 4** is approved (the “*Confidentiality Agreement*”).

3. The last day for any creditor that is not a governmental unit to file a proof of claim in this case is **May 31, 2024** (the “*Claims Filing Deadline*”). This deadline applies to all persons, including Survivors, and entities, other than governmental units.

4. The last day for any governmental unit to file a timely proof of claim is **June 28, 2024**.

5. Persons asserting a claim (as defined in section 101(5) of the Bankruptcy Code) resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual offense as laid out in Subtitle 3 of Title 3 of the Maryland Statutes as well as any 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, 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 failure to act the Debtor is or was allegedly responsible, including but not limited to, claims against clergy, deacons, seminarians, employees, teachers, or volunteers, parishes, schools or other entities related to the Debtor (such claims, “*Survivor Claims*”) shall file a proof of claim form, which may be accompanied by a Sexual Abuse Claim Supplement, substantially in the form attached to this Order as **Exhibit 1**, or otherwise provide information substantially similar to the information requested by the Sexual Abuse Claim Supplement (such proof of claim with accompany supplemental information, a

“Survivor Proof of Claim”). For the avoidance of doubt, to be deemed timely filed, a Survivor need only submit a completed proof of claim form by the Claims Filing Deadline, but each Survivor is encouraged also to provide information substantially similar to that requested by the Sexual Abuse Supplement. The failure to provide sufficient information and detail to substantiate a Survivor Claim may be a basis for an objection to such Survivor Claim or otherwise result in a formal request for more information. Submitting a completed Sexual Abuse Claim Supplement (Exhibit 1) or otherwise providing information substantially similar to that requested by the Sexual Abuse Claim Supplement with any Survivor Proof of Claim will meet the initial evidentiary burden pursuant to Fed. R. Bank. P. 3001(f) to establish a Survivor Claim. However, the completion of the Sexual Abuse Claim Supplement does not foreclose the filing of other objections or requests for discovery.

6. Epiq shall: (a) maintain a copy of each Survivor Proof of Claim, including any Sexual Abuse Claim Supplement or similar supplemental information, in electronic form in accordance with the confidentiality procedures outlined below; (b) assign each Survivor Proof of Claim a number; and (c) list that number on the public docket without any name or identifier and without a link to the Survivor Proof of Claim.

7. All Survivor Proofs of Claim shall be submitted pursuant to the following confidentiality procedures:

a. Survivors shall mail, hand deliver, or electronically submit to Epiq their completed Survivor Proof of Claim, as follows:

- i. ***If by First Class Mail:***
 Roman Catholic Archbishop of Baltimore,
 Claims Processing Center
 c/o Epiq Corporate Restructuring, LLC
 P.O. Box 4420
 Beaverton, OR 97076-4420
- ii. ***If by Hand Delivery or Overnight Mail:***
 Roman Catholic Archbishop of Baltimore,

Claims Processing Center
c/o Epiq Corporate Restructuring, LLC
10300 SW Allen Blvd.
Beaverton, OR 97005

iii. ***If Electronically:***

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

Survivor Proofs of Claim will be deemed filed only when actually received at the addresses listed above or via the Electronic Filing System For Survivor Proofs of Claim submitted electronically, e-signatures and conformed signatures preceded by “/s/” will be deemed valid and considered the same as an original.

b. Survivor Proofs of Claim maintained by Epiq will not be available for viewing or copying, except as permitted under paragraph c. below, unless otherwise ordered by the Court. This confidentiality procedure is for the benefit of the Survivors. Accordingly, Survivors may elect to make any of the information contained in a Survivor Proof of Claim public, even if they elected to file the Survivor Proof of Claim confidentially. If a Survivor affirmatively indicates that their Survivor Proof of Claim is to be made public by utilizing the Sexual Abuse Claim Supplement or otherwise, that Survivor Proof of Claim will be added to the public claims register. In all other circumstances, the applicable Survivor Proof of Claim shall not be made public. If a Survivor Proof of Claim provides in one instance that it is to remain confidential and in another instance it is to be made public, that Survivor Proof of Claim shall be kept confidential.

c. Survivor Proofs of Claim submitted by Survivors shall be held and treated as confidential by (i) the Debtor³ and its counsel and (ii) the Permitted Parties (as defined below), subject to each Permitted Party executing and returning to the Debtor’s counsel a Confidentiality Agreement; provided, however, that executed Confidentiality Agreements for experts or consultants retained by or on behalf of Permitted Parties shall be maintained by counsel to such Permitted Party and need not be provided to the Debtor’s counsel absent Court approval upon a showing of good cause. All parties with access to the Survivor Proofs of Claim shall agree to keep the information provided in the Survivor Proofs of Claim confidential (unless the Survivor elects otherwise). Permitted Parties

³ Notwithstanding the confidential treatment of any Survivor Proofs of Claim, as required by the Md. Family Law Code Ann. § 5-701 et seq., and the Debtor’s Child and Youth Protection policies, any Survivor Proof of Claim received by the Debtor involving a claim of childhood sexual abuse will be reported by the Debtor to appropriate law enforcement and civil authorities and the Archdiocese’s Office of Child and Youth Protection as Survivor Proofs of Claim are received by the Debtor. The Debtor and its Office of Child and Youth Protection will also use information from the Survivor Proofs of Claim to comply with its policies to investigate and/or take appropriate personnel or other action in connection with allegations of child sexual abuse.

may obtain copies of the Survivor Proofs of Claim, in accordance with the terms of the Confidentiality Agreement only from counsel for the Debtor and shall not seek or obtain such documents from Epiq.

d. **“Permitted Parties”** means: (i) counsel or financial advisor for the Debtor; (ii) officers and employees of the Debtor who are necessary to assist the Debtor and its counsel address issues with respect to sexual abuse claims; (iii) counsel or financial advisor for the Committee; (iv) carriers that issued or allegedly issued insurance policies or certificates of coverage to the Debtor or their successors, reinsurers, retrocessionaires, and reinsurance intermediaries, claim administrators for such carriers, and their attorneys; (v) Epiq; (vi) any mediator, special arbitrator, or claims reviewer appointed by the Court to review and resolve sexual abuse claims; (vii) any trustee appointed to administer payments to Survivors; (viii) authorized representatives of a department of corrections with respect to a sexual abuse claim by a Survivor who is incarcerated, but only to the extent such disclosure is authorized under applicable non-bankruptcy law; (ix) members of the Committee and their personal counsel (but only after the Survivor Proof of Claim has been redacted to remove the Survivor’s personal identification information); (x) law enforcement in the city or county where the sexual abuse claim arose; (xi) 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; (xii) each parish identified in a Survivor Proof of Claim and the following personnel from each identified parish: (A) the pastor, (B) the parish’s corporators, (C) the chairperson of the finance council, (D) the business administrator of the parish, and (E) attorneys serving as counsel for the parish; (xiii) each principal of and counsel for any school identified in a Survivor Proof of Claim; (xiv) the Court~~and~~, Court personnel and jury (if one); (xv) witnesses, in preparation for or in course of depositions, hearings or any trial in connection with the claim or the Bankruptcy Case, (xvi) upon a motion, any other person the Court determines should have information in order to evaluate sexual abuse claims; and (~~xvi~~xvii) any expert or consultant retained by any of the foregoing Permitted Parties.

e. Permitted Parties and their attorneys shall be authorized to review Survivor Proofs of Claim upon execution of a Confidentiality Agreement, except that the Court~~and~~, Court personnel and jury (if one) shall not be required to execute a Confidentiality Agreement; provided that, as to any adverse witness who is a Permitted Party under paragraph 7.d(xv) who refuses to execute a Confidentiality Agreement may be shown the Survivor Proofs of Claim at deposition, hearing or trial upon being advised that the Survivor Proofs of Claim shall be kept confidential under the terms of this Order and that violation of this Order may subject such person to being held in contempt.

f. For purposes of clarity, no information contained within a Survivor Proof of Claim shall be subject to the restrictions of these confidentiality procedures, to the extent such information was known to the Permitted Party prior to being disclosed in the Survivor Proof of Claim, is or was generally available to the public through no act or failure on the part of the Permitted Party, is or was obtained from a third party under no obligation to maintain its confidentiality, or is or was developed by the Permitted Party independently without reference to any Survivor Proof of Claim.

g. The Confidentiality Agreement shall apply to the Survivor Proofs of Claim and any information or documents attached thereto. Any other documents produced by the Debtor shall be subject to a separate motion to approve a protective order made on a showing of good cause.

8. In addition to the foregoing, counsel for the Debtor and the Committee are authorized to provide copies of an individual claimant's Survivor Proof of Claim and any other documents filed in connection with the individual claimant's Survivor Proof of Claim to counsel representing such Survivor.

9. Access to the Survivor Proofs of Claim extends only to: (a) entities and firms who are Permitted Parties and have executed the Confidentiality Agreement through an authorized representative; and (b) any individual who executes the Confidentiality Agreement. For the avoidance of doubt, persons employed by Permitted Parties may access Survivor Proofs of Claim.

10. As soon as reasonably practicable after the entry of this order, the Debtor shall give notice by United States mail, first-class postage prepaid, or by electronic means, of the Claims Filing Deadline to (a) all known creditors, (b) the United States Trustee for the District of Maryland, (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.

11. As soon as reasonably practicable, but in any event no later than five (5) business days after the entry of this order, the Debtor shall serve by United States mail, first-class postage prepaid, the Sexual Abuse Claims Deadline Notice and the Sexual Abuse Claim Supplement on the United States Trustee and on known Survivors who have:

a. 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;

b. made the Debtor aware of any 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 held liable, including, but not limited to, teachers and volunteers; or

c. are otherwise known to the Debtor to be a Survivor through reasonably-ascertainable records and for whom the Debtor has current contact information.

12. The service of the Sexual Abuse Claims Deadline Notice and Sexual Abuse Claim Supplement (together, the “***Sexual Abuse Claim Package***”) on Survivors shall be accomplished through such Survivors’ attorneys, if previously identified as counsel for such Survivor in connection with a sexual abuse claim, and directly on all other known potential Survivors that have been identified and located by the Debtor through reasonably diligent efforts.

13. The Publication Notice and Sexual Abuse Claims Deadline Notice shall include a reference to the website maintained by Epiq (<https://dm.epiq11.com/RCABaltimore>) where all claim forms, including the Sexual Abuse Claim Supplement, shall be made available.

14. 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 Claims Filing Deadline.

15. The Publication Notice, substantially in the form attached to this Order as **Exhibit 3**, shall be published as follows:

a. once, no later than sixty (60) days prior to the Claims Filing Deadline, in *USA Today* (national edition); and

b. three times prior to the Claims Filing Deadline in each of: (i) National Catholic Reporter (National Catholic Publication); (ii) The National Catholic Register (National Catholic Publication); (iii) Catholic Review (Regional Catholic Publication); (iv) Cumberland Times-News (Allegany County Publication); (v) Annapolis Capital (Anne Arundel County Publication); (vi) The Baltimore Sun (Baltimore County and Baltimore City Publication); (vii) The Carroll County Times (Carroll County Publication); (viii) The Frederick News-Post (Frederick County Publication); (ix) Deep Creek Times (Garrett County Publication); (x) The Susquehanna Press (Harford County

Publication); (xi) The Howard County Times (Howard County Publication); and (xii) The Herald-Mail Media (Washington County Publication).

16. In addition to the Publication Notice, the Debtor shall send copies of the Sexual Abuse Claims Deadline Notice to the above-listed publications and: (a) the Associated Press of Baltimore; (b) local broadcast radio stations: (i) WBAL 1090 AM, (ii) WBAL 101.5 FM, (iii) WIYY 97.9 FM, and (iv) WPOC 93.1 FM; (c) local broadcast television: (i) WBAL-TV 11 (Baltimore) and (ii) WMAR-TV (Baltimore); and (d) each (arch)diocese that directly borders the Archdiocese.

17. Within five (5) business days of the entry of the order approving this Motion, the Debtor shall also:

a. post the component parts of the Sexual Abuse Claim Package and the deadline for filing non-tort claims on its public website (<https://www.archbalt.org/>) and the website maintained on behalf of the Debtor by Epiq (<https://dm.epiqll.com/RCABaltimore>);

b. provide a copy of the Publication Notice and the component parts of the Sexual Abuse Claim Package to Survivors Network of those Abused by Priests and request that it post the same on its website (<https://www.snapnetwork.org/>); and

c. provide a copy of the Publication Notice and the component parts of the Sexual Abuse Claim Package to all counsel known by the Debtor to represent Survivors and request that they post the same on any websites they maintain with respect to Survivors and sexual abuse claims.

18. Beginning not later than twenty (20) days after the entry of the Proposed Order and continuing until the Claims Filing Deadline, the Debtor shall provide a one-click link to the general proof of claim form and Sexual Abuse Claims Package on: (i) any Facebook, Instagram, or X (formerly known as Twitter) account maintained by the Debtor in a pinned posting; and (ii) to the extent possible through the Debtor's reasonable best efforts, on a Facebook, Instagram, or X (formerly known as Twitter) account maintained by any parish within the geographic bounds of the Archdiocese of Baltimore in a pinned posting.

19. Within two (2) weeks of the service of the Sexual Abuse Claim Package, the Debtor shall provide a copy of the Publication Notice and the component parts of the Sexual Abuse Claim Package to the following offices/entities and request that each recipient publicly post such notice until the expiration of the Claims Filing Deadline: (a) the Maryland Attorney General; (b) the State's Attorney and sheriff's department for each of the counties within the Debtor's geographic area; (c) the Maryland Department of Health's locations within the Debtor's geographical area, and (d) each hospital in the Debtor's geographical area.

20. The Debtor shall send a letter, on the Debtor's letterhead and signed by an officer of the Debtor, to each parish located within the geographic bounds of the Archdiocese of Baltimore requesting: (a) such parish display the Publication Notice and the Sexual Abuse Claims Deadline Notice in a prominent location within every church or school within the parish; (b) notices be published once a month in the parishes' weekly bulletins until the Claims Filing Deadline; (c) each pastor, canonical administrator, or parochial vicar remind parishioners of the availability of information concerning the Claims Filing Deadline; (d) parishes disseminate the Publication Notice and the Sexual Abuse Claims Deadline Notice by e-mail to their respective distribution lists; and (e) confirmation as to whether the parish has complied with the publication request, including (i) the dates of publication of the notices in the parish's bulletin and (ii) a copy of the parish bulletin including such notice.

21. The Debtor will send a letter, on the Debtor's letterhead and signed by an officer of the Debtor to each affiliated school within the geographic bounds of the Archdiocese of Baltimore requesting each school: (a) display the Publication Notice and the Sexual Abuse Claims Deadline Notice in a prominent location within each school, which location should at least include the location(s) in which each school currently displays information on how to report

suspected abuse of minors in accordance with the Debtor's Child and Youth Protection Program; and (b) distribute through the school's electronic notification system the Publication Notice and Sexual Abuse Claims Deadline Notice.

22. The Debtor will mail a copy of the Sexual Abuse Claims Deadline Notice to all licensed alcohol and addiction treatment centers in the State of Maryland, as identified on the Maryland Department of Health Behavioral Health Administration website (<https://health.maryland.gov/bha/Pages/local-jurisdiction.aspx>), and to persons identified by counsel for the Committee as licensed therapists presently working with any of the Survivors.

23. The Debtor shall request that each pastor, canonical administrator, or parochial vicar read a letter from the Archbishop at least two times before the Claims Filing Deadline. The letter shall state that the Archbishop requested that the letter be read, provide the date of the Claims Filing Deadline, that the Archbishop requests that people inform their family members about the Claims Filing Deadline, and that the filing of a claim may be done confidentially.

24. Epiq will maintain a telephone number published on its website that may be used to ask questions and request copies of the Sexual Abuse Claim Package.

25. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, including, but not limited to, the Confidentiality Agreements and any and all disputes arising therefrom, as well as any potential revisions made thereto.

End of Order

EXHIBIT 1
SEXUAL ABUSE CLAIM SUPPLEMENT

EXHIBIT 2
SEXUAL ABUSE CLAIMS DEADLINE NOTICE

EXHIBIT 3
PUBLICATION NOTICE

EXHIBIT 4
CONFIDENTIALITY AGREEMENT

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 1/15/2024 10:34:11 PM	
Style name: OMM Standard	
Intelligent Table Comparison: Active	
Original filename: RCAB - Standalone Bar Date Order(234880602.8).docx	
Modified DMS: nd://4868-1771-6124/3/RCAB - Standalone Bar Date Order (OMM comments 1.15.2024).docx	
Changes:	
<u>Add</u>	9
Delete	4
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	13

EXHIBIT 2

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made this [] of [] 202[], by and among the Roman Catholic Archbishop of Baltimore (“**Debtor**”), which is a debtor and debtor in possession in a chapter 11 bankruptcy proceeding pending in the United States Bankruptcy Court for the District of Maryland (the “**Bankruptcy Court**”), which is docketed as case number 23-16969 (“**Bankruptcy Case**”), and [] (the “**Counterparty**,” and with the Debtor each a “**Party**,” and collectively the “**Parties**”).

RECITALS

WHEREAS, on September 29, 2023 (“**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (“**Bankruptcy Code**”) in the Bankruptcy Court, commencing the Bankruptcy Case;

WHEREAS, on October 11, the Office of the United States Trustee for the District of Maryland appointed the Official Committee of Unsecured Creditors (the “**Committee**”);

WHEREAS, the Debtor continues to be in possession of its property and estate and manages its day-to-day business as a debtor in possession;

WHEREAS, this Agreement is intended to ~~facilitate discovery and to eliminate, where possible, disputes between the Parties concerning discovery issues by providing~~ provide protection for confidential, non-public information contained in the Sexual Abuse Proofs of Claim, Sexual Abuse Supplements and any documents attached thereto; provided, however, this Agreement is not intended to, and should not be construed to, diminish the rights of any Party to have information to which it is entitled, pursuant to any rule or Order of the Bankruptcy Court;

WHEREAS, the Parties desire to enter into this Confidentiality Agreement to set forth their understandings and agreements with respect to access of the Counterparty and the Counterparty’s counsel or other professional advisers to the “**Confidential Information**” (as defined below).

AGREEMENT

The Parties, in consideration of the mutual undertakings set forth expressly in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, agree as follows:

A. Definitions.

For purposes of this Agreement, the following terms have the given definitions:

1. “**ADR Proceeding**” means any mediation or arbitration proceeding relating to the Debtor’s and related parties’ insurance coverage for sexual abuse claims or otherwise arising in or out of the Bankruptcy Case.

2. “**Agents**” means the past, present, and future affiliates, members, managers, agents, servants, employees, representatives, officers, directors, shareholders, partners, heirs, executors, and administrators of a specified Entity. For the purpose of interpreting this Agreement, none of the

Parties is an Agent of any other Party.

3. “**Authorized Recipient**” means: (i) the Parties, including legal counsel for each Party and the staff of said legal counsel; and (ii) the Entities (including their employees) listed in subsections a. through m. below; provided that, as to such Entities listed at subsections a., b., c., e., g., i., j., k., l, and m. of this Section 3, a single natural person who is an Agent of such Entity, shall have executed an Acknowledgement and Agreement to Protect Confidential Information in substantially the form attached to this Agreement as Exhibit A, on behalf of such Entity and its Agents. Each Party and Authorized Recipient shall be responsible for compliance by it and its Agents with this Agreement. For the avoidance of doubt, as to such Entities listed at subsections a., b., c., e., g., i., j., k., l, and m. of this Section 3, any person who is not listed as an Entity or the Agent thereof is not an Authorized Recipient.

- a. third-party administrators, claims administrators, and other representatives and agents of the Parties, to the extent any of the foregoing require access to Confidential Information in the ordinary course of business or for the purpose of assisting in connection with the Bankruptcy Case or any ADR Proceeding;*
- b. non-government regulatory agencies and financial institutions, for the purpose of complying with disclosure or reporting requirements of the Parties;
- c. accountants, financial advisors, and tax return preparers for the Parties, for the purpose of complying with disclosure or reporting requirements of the Parties;
- d. auditors, insurers, reinsurers, retrocessionaires, and reinsurance intermediaries of the Parties;
- e. Entities employed or retained by any Party or its attorneys solely for the purpose of the Bankruptcy Case or any ADR Proceeding, including, but not limited to, experts, consultants, their staff, and litigation support personnel to whom it is necessary that Confidential Information be shown for purposes of assisting in such preparation;
- f. the Court, Entities employed by the Court (including any court reporter or court reporting agency employed by or acting on behalf of the Court), the jury (if any), government regulatory agencies, and law enforcement,* so long as such disclosure complies with Section C of this Agreement;
- g. duly qualified court reporters and videographers hired by an Authorized Recipient for purposes related to the Bankruptcy Case (for the avoidance of doubt a court

* Notwithstanding the confidential treatment of any allegation of child sexual abuse contained in a Survivor Proof of Claim Form Supplement or otherwise, as required by the Md. Family Law Code Ann. § 5-701 et seq., and the Debtor’s Child and Youth Protection policies, information received by the Debtor involving a claim of childhood sexual abuse will be reported by the Debtor to appropriate law enforcement and civil authorities and the Archdiocese’s Office of Child and Youth Protection as allegations are received by the Debtor. The Debtor and its Office of Child and Youth Protection will also use information to comply with its policies to investigate and/or take appropriate personnel or other action in connection with allegations of child sexual abuse.

reporter hired by the Court does not qualify under this subsection (g)) participating in the Bankruptcy Case;

- h. Entities who were the authors or recipients of the documents in the ordinary course of business;
- i. witnesses, in preparation for or in the course of depositions, hearings, or any trial in the Bankruptcy Case;
- j. any neutral mediator or arbitrator appointed by the Court or retained by agreement of the Parties in connection with the Bankruptcy Case or any ADR Proceeding, and such neutral mediator's or arbitrator's staff;
- k. Entities who, in addition to those identified above, are permitted access by order of the Court or upon stipulation of the party that produced or disclosed the Confidential Information, after notice to all parties has been given and a reasonable opportunity to object has been had;
- l. legal counsel for any member of the Committee and the staff of said legal counsel for any member of the Committee; and
- m. any Entity that the Parties, upon their mutual written agreement, designate as an Authorized Recipient.

4. ***"Confidential Information"*** means ~~all documents, proofs of claims, agreements, records, reports, data, forecasts, projections, business plans, interpretations, audit reports, and all other written, visual, or oral information, including but not limited to, profit and loss statements, balance sheets, comparative results of operations, and explanations related to the foregoing, regardless of the method of memorialization or transmission, concerning: (i) the Debtor and provided by or on behalf of the Debtor in connection with the Bankruptcy Case or any ADR Proceeding; and (ii) all other documents shared with an expectation of confidentiality as they relate to the Debtor or the Bankruptcy Case, including, but not limited to, information regarding survivors of alleged sexual abuse~~the Sexual Abuse Proofs of Claim, Sexual Abuse Supplements and any documents attached thereto. For the avoidance of doubt, at no time shall any Non-Confidential Information be deemed Confidential Information.

5. ***"Entity"*** means any person, individual, corporation, partnership, association, limited liability company, joint stock company, joint venture, estate, trust, legal representative, unincorporated organization, federal, state, local or foreign government or any governmental or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof of any federal, state, local or foreign government, and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity, or any other legal entity.

6. ***"Non-Confidential Information."*** Notwithstanding any other provision of this Agreement, none of the following shall be considered Confidential Information: (a) information that is or becomes publicly available, other than as a result of acts in breach of either this Agreement or other confidentiality agreements by a Party or its Authorized Recipients; (b) information that is in the Authorized Recipient's possession prior to disclosure by the Producing

Party but not obtained in violation of this Agreement or other confidentiality agreement; (c) information that the Producing Party knows, at the time of disclosure, is in the possession of any Entity who is not a Party to this Agreement and is not subject to any confidentiality or non-disclosure agreement or other legal restriction on disclosure with respect to such information; (d) information that is disclosed to an Authorized Recipient by, or acquired in the ordinary course of business and in good faith from, a third party who is not, to an Authorized Recipient's knowledge, information or belief, in violation of any confidentiality agreement or this Agreement; (e) information that is independently developed, discovered, or arrived at by an Authorized Recipient without violating this Agreement; or (f) any information which the Court orders not be protected as Confidential Information or as "trade secret or confidential research, development, or commercial information" under section 107(b)(1) of the Bankruptcy Code. For the avoidance of doubt, "publicly available" information includes, without limitation, any information that may be obtained through a request under the federal Freedom of Information Act, the Maryland Public Information Act, or any similar freedom of information or open records law of any state, territory, or municipality, as well as any information lodged in the publicly searchable or reviewable records of any court or other governmental agency.

7. **"Court"** means the Bankruptcy Court, the United States District Court for the District of Maryland, and any other court that subsequently exercises or is requested to exercise original or appellate jurisdiction over the Bankruptcy Case, any ADR Proceeding, or any portion thereof.

B. Provision of Confidential Information.

The Debtor ~~and the Counterparty~~ (in each such case, a **"Producing Party"**) may, from time to time, provide Confidential Information to Authorized Recipients. Except as may otherwise be expressly agreed to in writing by the applicable Producing Party, all Confidential Information is being provided without any representation or warranty, express or implied, on the part of the applicable Producing Party. Neither the Debtor, ~~Counterparty~~, nor the Authorized Recipients shall be under any obligation to another Party by virtue of this Agreement, except for the matters specifically agreed to in this Agreement. Nothing in this Agreement shall be deemed to impose any obligation to provide Confidential Information upon the Debtor ~~or the Counterparty~~, or to abridge, enlarge, or modify the rights of any Party under the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, or the Federal Rules of Evidence.

C. Treatment of Confidential Information.

1. Except as otherwise provided in this Agreement or order of the Court, Confidential Information will not be disclosed or shown to anyone other than the Authorized Recipients.

2. No Entity will disclose Confidential Information to any Entity not identified in Section A.3. above, except as provided by this Agreement, without prior written notice of the specific disclosures and Entities involved to the Producing Party. Such disclosure shall not be made before either: (a) consent by the Producing Party has been obtained or waived in writing; or (b) judicial order, whichever is earlier.

3. In the event a Party or an Authorized Recipient challenges the designation of any Confidential Information by seeking a Court order, the burden of establishing that such alleged

Confidential Information is entitled to protection as Confidential Information shall be on the Party seeking to have the information designated as Confidential Information; provided, however, that such information shall be treated as Confidential Information pending a Court determination of its status.

D. Authorized Uses of Confidential Information.

The Parties, the Authorized Recipients, and any other party in receipt of the Confidential Information, may use Confidential Information in accordance with this Agreement solely in connection with the Bankruptcy Case and any ADR Proceeding and for disclosure to Authorized Recipients in the ordinary course of business of an Authorized Recipient, and Confidential Information will not be used or employed for the purpose of any other action, use, or proceeding, or for any commercial, business, or other purpose whatsoever. Nothing contained in this Agreement shall prevent a Party or Authorized Recipients from including Confidential Information in any pleading filed with the Court or in any hearing held before the Court; provided, however, that such inclusion of Confidential Information shall be done only if: (a) such Confidential Information is submitted to the Court's chambers marked "Confidential Information," and is filed with the Clerk of the Court under seal; (b) counsel for all Parties is notified in writing of the proposed use of such Confidential Information three (3) business days before such pleading is filed so that the applicable Producing Party may seek appropriate protective relief; and (c) there is no public disclosure unless the filing Party or Authorized Recipients obtains an order of the Court, after notice to all Parties and an *in camera* determination from the Court, on whether the Confidential Information may be publicly disclosed. Notwithstanding the foregoing, Confidential Information may be used if the applicable Producing Party agrees in writing to the proposed use of the Confidential Information.

E. Subpoena or Court Order.

In the event that an Authorized Recipient receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, the Authorized Recipient shall, unless prohibited by law, rule or regulation: (a) promptly notify the applicable Producing Party of the existence, terms and circumstances surrounding such a request; (b) consult with the applicable Producing Party on the advisability of taking steps to resist or narrow such request; (c) if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information as the Authorized Recipient is legally required to disclose; and (d) reasonably cooperate with the applicable Producing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed. However, Confidential Information may be disclosed without notice to a regulator or self-regulatory authority in the course of such regulator's general examination or inspection.

F. Compliance.

The Parties shall employ reasonable measures to control, consistent with this Agreement, access to the Confidential Information. Consistent with that obligation, the Parties shall ensure that any Authorized Recipients given access to the Confidential Information are informed of the obligations set forth herein.

G. Least Restrictive Disclosure; Redaction.

If a Producing Party discloses a document containing both Confidential Information and Non-Confidential Information, the Producing Party shall identify with reasonable specificity that portion of the document that constitutes Confidential Information, and only the Confidential Information so identified shall be protected from disclosure pursuant to this Agreement. Furnishing a second copy of the document with the Confidential Information redacted shall constitute a reasonable method of identifying Confidential Information.

H. Protected Health Information.

Notwithstanding any other provision of this Agreement, any information that constitutes Protected Health Information under the Health Insurance Portability and Accountability Act (“*HIPAA*”) shall only be disclosed in compliance with applicable provisions of HIPAA.

I. Continuing Obligations.

The final termination of the Bankruptcy Case or proceedings regarding the Motion and Objection (including exhaustion of any appellate remedies) shall not relieve any person to whom Confidential Information was disclosed from the obligation of maintaining the confidentiality of such Confidential Information in accordance with the provisions of this Agreement.

J. Return of Confidential Material Upon Conclusion of Motion and Objection.

At the election of the Producing Party, the Parties shall assemble and shall either destroy or return, within the later of ninety (90) days following the closure of the chapter 11 case, the dismissal of the chapter 11 case, or the entry of a final order in all pending adversary proceedings, all items designated as Confidential Information except as provided below. Written verification of destruction shall be given immediately after such destruction, and receipt of material returned to the Producing Party shall be acknowledged in writing. Notwithstanding the foregoing, counsel of record shall be entitled to retain all court papers, deposition transcripts, trial transcripts, exhibits used in affidavits or declarations, at depositions, or at trial, and attorney work product, provided that any such materials containing Confidential Information are maintained in a manner consistent with this Agreement. Insofar as this Agreement restricts the communication or use of the documents or other things produced under this Agreement, this Agreement shall continue to be binding upon the Parties after the conclusion of the proceedings. The Authorized Recipient shall not be required to locate, isolate, and return or destroy e-mails (including attachments to e-mails) that may include Confidential Information. In addition, any Authorized Recipient may retain such Confidential Information as it reasonably believes is required in order to satisfy applicable legal, contractual, ethical, or professional obligations. Any retained Confidential Information shall continue to be protected under this Protective Order. The termination of proceedings does not relieve any Entity to whom Confidential Information was disclosed from the obligation of maintaining the confidentiality of such information in accordance with the terms of this Agreement.

K. Clawback Agreement.

The Parties recognize that they may inadvertently produce or disclose privileged or protected material in the course of this matter. Pursuant to Rule 502(d) of the Federal Rules of Evidence, the production or disclosure of privileged or work-product protected material, including

but not limited to documents, electronically stored information, or trial preparation materials, is inadvertent and shall not constitute a waiver of any privilege or protection whatsoever, whether in the Bankruptcy Case, any other federal or state proceeding, or otherwise. The Parties agree that the producing or disclosing Party is hereby deemed to have taken reasonable steps to prevent production or disclosure of privileged or protected material, regardless of any argument or circumstances suggesting otherwise. A Party receiving any such inadvertently produced or disclosed material shall promptly notify the producing or disclosing Party and promptly return such material (and all copies of such material) or certify its destruction, at the producing or disclosing Party's option. "***Destruction***" shall mean that any paper versions are shredded, that active electronic versions are deleted permanently, and that no effort shall be made to recover versions that are not readily accessible, such as those only recoverable through forensic means.

L. Remedies.

In the event of any breach of this Agreement, immediate, substantial, and irrevocable damage may result, and the applicable Producing Party may not be made whole by monetary damages alone. Accordingly, the applicable Producing Party, in addition to any other remedy to which the applicable Producing Party may be entitled, shall be entitled to seek an injunction to prevent breaches of this Agreement, and to seek an order compelling specific performance of this Agreement. Such remedy and any and all other remedies provided herein shall be cumulative and not exclusive and in addition to any other remedies which may exist under this Agreement or otherwise. No failure or delay by any Party in exercising any right, power, defense or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise or the exercise of any right, power, or privilege under this Agreement. The Parties to this Agreement agree to meet and attempt to resolve in good faith any dispute that arises hereunder.

M. Entire Agreement.

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only in a writing executed by the Parties.

N. Successors.

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, their respective successors, and permitted assigns.

O. Preservation of All Claims and Defenses.

No action taken in accordance with this Agreement shall be construed to be a waiver of any claim or defense (including lack of jurisdiction) or of any position regarding the discoverability or admissibility of any document into evidence.

P. Waiver of Jury Trial.

The Parties to this Agreement expressly agree to the waiver of a trial by jury in any suit, action, or other proceeding whatsoever relating to the enforcement or interpretation of this

Agreement and/or the series of transactions contemplated by this Agreement.

Q. Parties to Bear Own Expenses.

Except as expressly set forth in this Agreement, each Party shall bear its own costs, expenses, taxes, and other charges whatsoever incurred in connection with the execution and performance of this Agreement. Notwithstanding the foregoing, in the event of a willful breach of this Agreement, the non-breaching party shall be entitled to recover all reasonable costs, including reasonable attorneys' fees, incurred in enforcing the Agreement against such willfully breaching party.

R. Legal Enforceability.

If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

S. Survival of Agreement.

This Agreement shall survive the termination of the Bankruptcy Case and any ADR Proceeding. The Court may exercise jurisdiction over any action for enforcement of the provisions of this Agreement, even following the final resolution of the Bankruptcy Case and each ADR Proceeding.

T. Maintenance of Information.

The Parties, and Authorized Recipients, shall maintain and may dispose of all Confidential Information in a confidential manner—electronically or otherwise—in accordance with their standard document retention policies and practices.

U. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without giving effect to the provisions, policies or principles of the laws of the State of Maryland relating to choice or conflict of laws. Each Party expressly consents to the exclusive jurisdiction of the Bankruptcy Court, with respect to any dispute relating to or arising out of this Agreement.

V. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. In that event, in proving this Agreement, it shall only be necessary to produce or account for the counterpart signed by the Party against whom the proof is being presented. Additional Entities may execute this Agreement in the future and, as a result, become Authorized Recipients.

W. Authority of Signatories.

Each signature below constitutes an acknowledgment that the signer is the designated and authorized representative of the designated Party.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the day and year first above written.

On Behalf of the Debtor

By:
Title:

[Counterparty]

By:

Title:

EXHIBIT A
FORM ACKNOWLEDGMENT

ACKNOWLEDGMENT AND AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION

Name:

Address:

1. I have read and received a copy of the Confidentiality Agreement.
2. I understand the provisions of the Confidentiality Agreement and shall comply with and be bound by its provisions as an Authorized Recipient (as defined in the Confidentiality Agreement).
3. If I am executing this Acknowledgement and Agreement on behalf of an Entity that is an Authorized Recipient, I am authorized to do so on its behalf, and I acknowledge that each and every Agent of such Entity is fully bound by the provisions of the Confidentiality Agreement applicable to such Authorized Recipient;
3. I further agree to submit to the jurisdiction of the Bankruptcy Court for adjudication of any dispute regarding my compliance with the terms of this Confidentiality Agreement.

Dated: _____

Printed Name: _____

Name of Authorized Recipient Entity: _____

[4860-7097-8202.3](#)

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 1/15/2024 6:57:26 PM	
Style name: OMM Standard	
Intelligent Table Comparison: Active	
Original filename: RCAB - Form Confidentiality Agreement (Survivor Proofs of Claim)(237462133.1).docx	
Modified DMS: nd://4860-7097-8202/3/RCAB - Form Confidentiality Agreement (Survivor Proofs of Claim)(237462133.1).docx	
Changes:	
<u>Add</u>	4
Delete	5
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	9