

EXECUTION VERSION

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

In re:
THE ROMAN CATHOLIC DIOCESE OF
ROCKVILLE CENTRE, NEW YORK,¹
Debtor.

Chapter 11

Case No. 20-12345 (SCC)

**CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER BETWEEN
THE DEBTOR AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

This CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into as of the 8th day of January 2021, in the Chapter 11 Case captioned *In re: The Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (the “**Case**”), pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), by and among (a) the debtor in possession, The Roman Catholic Diocese of Rockville Centre, New York (the “**Diocese**”), (b) the Official Committee of Unsecured Creditors appointed in the Case pursuant to 11 U.S.C. § 1102 (the “**Committee**”) consisting of Richard Tollner, John Shields, Patricia Romano, John Refior, Ursula Moore, Michael Miskell, Keith Lizzi, Charles d’Estries, John C. Daly (the “**Committee Members**”), and (c) Pachulski Stang Ziehl & Jones LLP, counsel for the Committee (“**Committee Counsel**”). This Agreement is entered into in order to facilitate the sharing of information by the Diocese with the Recipients, the Joinder Firms and the Additional Recipients (as those terms are defined below). The Diocese, the Committee, the Committee Members, the Committee Counsel are hereinafter collectively referred to as the “**Parties.**”

Recitals

WHEREAS, the Committee has requested, and in the future may request, information and documents that the Diocese asserts should be protected from disclosure pursuant to 11 U.S.C. § 107(b);

WHEREAS, the Diocese does not wish for information that it asserts to be Confidential Information (as that term is defined below) to be subject to any form of public disclosure;

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

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WHEREAS, the Diocese is willing to provide certain Confidential Information to the Recipients without the need for formal discovery proceedings, provided that such information and documents are subject to the protections afforded by the terms of this Agreement;

WHEREAS, the Confidential Information may include certain documents designated by the Diocese that are related to claims made or expected to be made in the Case arising under the CVA (the “**CVA Claim Documents**”);

WHEREAS, in addition, the Diocese asserts or may assert that portions of the CVA Claim Documents contain personally identifying information of sexual abuse survivors (any such information, “**Survivor PII**”) that is protected from disclosure pursuant to an Order of the Bankruptcy Court or other applicable law;

WHEREAS, the Diocese, the Committee and any Recipients are mutually committed to protecting Survivor PII unless the affected survivor(s) specifically authorize the release of the information;

WHEREAS, the Parties agree and intend this Agreement to be a “qualified protective order” pursuant to 45 C.F.R. § 164.512(e)(1)(v);

WHEREAS, the Diocese asserts that certain CVA Claim Documents may include information protected under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) or other applicable law of similar effect, including New York’s physician-patient privilege (*see* CPLR 4504, 4507) (any such information “**Protected Health Information**”); and

WHEREAS, the Committee and other Recipients dispute that HIPAA or any law of similar effect is applicable to CVA Claim Documents.

NOW, THEREFORE, in consideration of the premises, conditions and mutual promises contained herein, the Parties agree as follows:

I. Redaction of CVA Claim Documents

1. Prior to the production of any CVA Claim Documents pursuant to this Agreement, the Debtor shall cause the copies of such documents that are to be produced hereunder to be redacted to exclude any Survivor PII (including, without limitation, the name, address, social security number, date of birth, telephone number(s) and email address(es) of such persons). The Debtor may also cause the copies of such documents that are to be produced hereunder to be redacted to exclude information protected pursuant to HIPAA or any applicable law of similar effect, *provided, however* that the Debtor shall identify with specificity the basis for any redactions based on HIPAA or any law of similar effect, *and provided further* that all rights of any Recipient to object to redactions allegedly pursuant to HIPAA or any applicable law of similar effect are reserved. Redacted Survivor PII of each affected survivor shall be identified by a code, so that all redacted Survivor PII

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of a single survivor shall have the same unique identifier. The Debtor shall maintain a log of such unique identifiers. If a survivor whose name appears in such log files a claim in the Case (a “**Filing Survivor**”), the Debtor shall disclose to Committee Counsel the identity of the Filing Survivor. Committee Counsel may disclose the identity of a Filing Survivor to counsel of record to such Filing Survivor if such counsel is a Joinder Firm (as defined below). Counsel of record for a Filing Survivor may disclose the documents identifying such Filing Survivor to the Filing Survivor if he or she has executed an Addendum (as that term is defined below).

2. The Diocese may direct its counsel to undertake the steps necessary to redact the CVA Claim Documents as provided in Section 1 of this Agreement, or seek to employ a third party (other than counsel to the Diocese) to perform such redaction, in either case as an administrative expense of the estate.

3. A Recipient (as defined below) may, at any time, notify the Diocese in writing via email to the undersigned counsel to the Diocese (with a copy to Committee Counsel) (a “**Dispute Notice**”) that the Recipient does not concur in the designation of a document or other material as Confidential Information (a “**Disputed Item**”). If the Diocese does not agree with the Dispute Notice and the Diocese and the Recipient cannot agree on the designation of the document or material within ten (10) business days of the Diocese’s receipt of the Dispute Notice, such Recipient may, at its own expense (except in the case of the Committee), move before the Bankruptcy Court on notice to the Diocese for an order removing the designation of such documents or materials as Confidential Information. Until such time as the Bankruptcy Court shall have entered a final, non-appealable order determining that the Disputed Item is not Confidential Information, the Disputed Item shall remain, and shall be treated in all respects as, Confidential Information hereunder.

4. A Recipient (as defined below) may, at any time, notify the Diocese in writing via email to the undersigned counsel to the Diocese (with a copy to Committee Counsel) (a “**Protected Health Related Dispute Notice**”) that the Recipient does not concur in the redaction of purported Protected Health Information (the “**Disputed Health Related Item**”). The Diocese shall, within ten (10) business days of receipt of a Protected Health Related Dispute Notice, provide such Protected Health Related Dispute Notice to the last known address of the individual whose information is the subject of the Disputed Health Related Item (the “**Protected Individual**”) or, if the Protected Individual is known to the Diocese to be deceased, to the last known address of the personal representative, or the surviving spouse, or the next of kin of the Protected Individual (each a “**Representative**” of the Protected Individual) if and to the extent the identity and last known address of the Representative is known to the Diocese. The Diocese shall copy the Recipient that issued the Protected Health Related Dispute Notice and Committee Counsel with any notice thereof provided to a Protected Individual or a Representative. The

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Protected Individual or Representative, shall have ten (10) business days after receipt to object to the Protected Health Related Dispute Notice. If the Protected Individual or Representative does not object to disclosure of information subject to the applicable Protected Health Related Dispute Notice within ten (10) business days, the protection of the Protected Health Information at issue shall be deemed waived with respect to this matter only, and the Diocese shall produce the Disputed Health Related Item with all redactions of Protected Health Information removed. If the Protected Individual or Representative does object within ten (10) business days, the objecting Recipient or the Committee may, at its own expense (except in the case of the Committee), move before the Bankruptcy Court on notice to the Diocese and the Protected Individual or Representative for an order removing the redactions of Protected Health Information and/or the designation of such documents or materials as Confidential Information. The Recipient or the Committee may bring a motion in the main bankruptcy case, not an adversary proceeding on notice to the Diocese, the Protected Individual (or his or her Representative) and the Committee pursuant to applicable rules of procedure. Until such time as the Bankruptcy Court shall have entered a final, non-appealable order determining that the Disputed Health Related Item is not Protected Health Information or Confidential Information, the Disputed Health Related Item shall remain redacted, and shall be treated in all respects as, Confidential Information hereunder.

5. The Diocese shall provide a privilege log to Committee Counsel, including any redacted materials, that describes (a) the author of the document or communication, (b) the recipient of the document or communication, (c) a description of the nature of the document or communication, (d) the basis for any asserted privilege, and (e) the identity of the document's custodian if other than the Diocese.

II. Confidentiality Provisions

6. All Confidential Information shall be produced electronically in a manner to be agreed by the Parties, provided however that such format (i) allows Recipients to access Confidential Information without the Diocese's knowledge of such access; (ii) does not track or record the access of Confidential Information or otherwise notify the Diocese or any other party that a Recipient has accessed any Confidential Information from such format; and (iii) allows Committee Counsel to download Confidential Information in accordance with the terms of this Agreement. Only the following persons who execute and deliver to the Diocese a signed counterpart of this Agreement shall be granted access to Confidential Information: the Committee, each Committee Member, Committee Counsel and each Joinder Firm (as defined below) (each, a "**Recipient**" and collectively, the "**Recipients**"). In addition, those attorneys ("**State Court Attorneys**") who have been retained by one or more Committee Members to represent such person(s) in the prosecution of claims arising under the New York Child Victims Act (the "**CVA**") and individually in the Case shall be granted access to Confidential Information upon execution of a

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Confidentiality Joinder (a “**Joinder Agreement**”) in the form attached hereto as **Exhibit A**. With respect to Committee Counsel and State Court Attorneys, any members, partners, associates, counsel, paraprofessionals and employees of each such law firm shall not be required to individually sign this Agreement or any Joinder Agreement, and a signature from one attorney from each such law firm shall be sufficient to bind the law firm (including its partners, associates, counsel, paraprofessionals and employees) to this Agreement or the Joinder Agreement (such law firm, a “**Joinder Firm**”). Clients of a Joinder Firm who have filed a proof of claim against the Diocese and are not members of the Committee may become Recipients hereunder by executing an Addendum (an “**Addendum**”) in the form annexed hereto as **Exhibit B** (any such person, an “**Additional Recipient**”); provided that, any such Additional Recipient may only have access to those documents that relate directly to his or her claim in the Case. Counsel to any Additional Recipient shall provide a copy of each Addendum executed by an Additional Recipient via email to the undersigned counsel for each of the Diocese and the Committee. Any Additional Recipient may be provided access to the applicable Confidential Information in accordance with the terms of this Agreement and the Addendum fourteen (14) days after the executed Addendum is provided to counsel to each of the Diocese and the Committee. Upon execution and delivery of a Joinder Agreement or an Addendum pursuant to this Section 6, the Joinder Firm or Additional Recipient shall have the rights and obligations of a Recipient under and pursuant to this Agreement; provided that, any such person may only have access to those documents that relate directly to his or her claim in the Case. The identity of any Additional Recipient shall be deemed Confidential Information hereunder.

7. The Recipients agree that the Confidential Information shall at all times be kept confidential in accordance with this Agreement and, except with the specific written consent of the Diocese, or as expressly otherwise permitted by the terms of this Agreement, or as may be ordered by the Bankruptcy Court, shall not be disclosed by any Recipient to any other person.

8. Definition of “Confidential Information”:

a. For purposes of this Agreement, “**Confidential Information**” includes (i) all CVA Claim Documents explicitly designated and marked by the Diocese as “Confidential Information”, and (ii) any sensitive nonpublic information produced and explicitly designated and marked by the Diocese as “Confidential Information”, in any form or medium, and whether communicated in writing, orally, or otherwise, including but not limited to (A) sensitive non-public data related to the Diocese and any affiliated entities and commercially sensitive internal business information of the Diocese (including, without limitation, financial information, information relating to strategic plans or practices, business, accounting, financial and other records, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and

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business methods), reports, sealed court records, projections, and insurance information concerning the Diocese; (B) any analyses, compilations, studies, or other documents prepared by the Diocese, its advisors, or other parties which contain or otherwise reflect or are derivative of the information described in clause (A); and (C) the proposed terms or conditions of any plan or settlement, *provided however*, that the Recipients reserve the right to contest the Diocese's designation of any information as Confidential Information as provided under paragraph 3 of this Agreement.

b. Notwithstanding the foregoing, Confidential Information shall not include information which (i) was generally available to the public prior to its being disclosed under this Agreement, (ii) becomes generally available to the public after its receipt from the Diocese through no act or failure to act on the part of any Recipient, (iii) was obtained by a Recipient from a third party under no obligation to maintain its confidentiality, or (iv) was developed by a Recipient independent of the Confidential Information provided under and not in violation of this Agreement.

9. If the sole basis for designating a document as Confidential Information is that such document identifies a minor as a survivor of sexual abuse (any such document, an "**Identifying Document**"), then the sexual abuse survivor identified in the Identifying Document (the "**Disclosing Survivor**") may disclose the document to any third party if (a) the Disclosing Survivor serves written notice of his or her intent to disclose such document (which such notice shall include a complete copy of the document or documents sought to be disclosed) (a "**Disclosure Notice**"), and (b) the Diocese does not, within ten (10) days of its receipt of the Disclosure Notice, respond in writing to Committee Counsel stating that such document was designated as Confidential Information for any reason other than it identifies a minor as a survivor of sexual abuse. If the Diocese serves a written response in accordance with clause (b) of the preceding sentence, then the applicable Identifying Document shall be deemed a Disputed Item and the Disclosing Survivor may seek to remove the confidentiality designation in accordance with Section 3 hereof. Nothing herein shall be construed to limit any arguments the Diocese may assert regarding the designation of an Identifying Document as Confidential Information in response to a motion by a Recipient pursuant to Section 3 hereof, even if such basis is not asserted by the Diocese until it responds to a motion by the Recipient.

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10. All Recipients (a) shall undertake reasonably necessary precautions to safeguard and protect the confidentiality of the Confidential Information; and (b) agree to give the Diocese prompt written notice of any use or disclosure of the Confidential Information by someone other than the applicable Recipient or for a use not permitted or contemplated hereunder and assist the Diocese in remedying such use or disclosure. This Agreement does not grant any right or license, express or implied, to use the Confidential Information except as expressly set forth herein. No Confidential Information may be used by any Recipient for any purpose other than with respect to the Case or any adversary proceeding related to the Case. For the avoidance of doubt, no Confidential information may be (a) publicly disclosed in any way, (b) used as an undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database, except as permitted under this Agreement or by order of the Bankruptcy Court.

11. In the event that any applicable law, regulation, or legal or judicial process requires disclosure of any Confidential Information by any Recipient, such Recipient will provide the Diocese with prompt written notice of such requirement(s) so that the Diocese may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Recipient (i) may furnish that portion of the Confidential Information which the Recipient is legally required to disclose; and (ii) will use reasonable efforts to have confidential treatment given to any Confidential Information so furnished.

12. Except as otherwise provided by the Bankruptcy Court, within thirty (30) days of the effective date of any confirmed chapter 11 plan in the Case, the Recipients shall return all Confidential Information to the Diocese or, at the Recipient's option, destroy the Confidential Information and certify such destruction in writing.

13. For avoidance of doubt and notwithstanding anything to the contrary herein but subject to the use restrictions set forth in section 10 hereof, a Recipient may move (on no fewer than three (3) days' notice to the Diocese) to file Confidential Information under seal and, if such motion is granted by the Bankruptcy Court, may file such information under seal.

14. Nothing herein shall be construed to prohibit, limit or restrict (a) any Recipient from obtaining any evidence, including without limitation Confidential Information, through any means of discovery that is provided under applicable rules of civil procedure (including the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure and the New York Civil Practice Law and Rules) or (b) the Diocese from objecting to the production, disclosure or admissibility of any evidence, including without limitation Confidential Information.

15. This Agreement shall not preclude counsel for a Recipient from using during any deposition in the Case (including any adversary proceeding), any documents or

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information which have been designated as Confidential Information under the terms hereof, provided however, that the Recipient who intends to use the Confidential Information shall provide notice of its intent to do so no later than one (1) day prior to any such deposition. Deposition testimony or deposition exhibits may be designated as Confidential Material either on the record during the deposition or by written notice to the counsel for the parties participating in the deposition served within fifteen (15) business days after receipt of the deposition transcript. No such deposition transcript or deposition exhibits shall be disclosed to any individual other than the Recipients and the deponent during this fifteen (15) business day period, and no individual attending such a deposition shall disclose the contents of the deposition or deposition exhibits to any individual other than the Recipients during said fifteen (15) business day period. Upon being informed that certain portions of a deposition are to be designated as Confidential, all parties shall immediately cause each copy of the transcript in its custody or control to be appropriately marked and limit disclosure of that transcript in accordance with this Agreement. A Recipient may contest the designation of deposition testimony as Confidential Information pursuant to Section 3 hereof.

III. Miscellaneous

16. In the event of a breach or threatened breach of this Agreement, the Diocese may seek any remedy at law or equity, without the requirement of posting a bond or other surety. Without limiting the generality of the foregoing, each Recipient hereunder acknowledges and agrees that injunctive relief and specific performance are remedies that are available to the Diocese hereunder.

17. This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes all prior oral or written agreements or understandings that may exist between any of the parties relating to the subject matter hereof.

18. This Agreement may be modified or amended only by a separate writing signed by each of the Parties expressly so modifying or amending this Agreement.

19. No failure or delay by the Diocese or any Recipient in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

20. All notices, requests and demands hereunder shall be in a writing (a) made to (i) the Diocese by delivery to the Diocese and the Diocese's counsel at their addresses set forth below, and (ii) any other party to this Agreement, a Joinder Agreement or an Addendum (including the Committee, the Committee Members, Committee Counsel, any Recipient, any Joinder Firm and/or any Additional Recipient) by delivery to Committee Counsel at its address set forth below, and (b) deemed to have been given or made:(i) if

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delivered in person, immediately upon delivery; (ii) if by facsimile transmission, immediately upon sending and confirmation of receipt; (iii) if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; (iv) if by certified mail, return receipt requested, five (5) days after mailing, and (v) if by email, immediately upon sending, provided that a follow-up copy is transmitted simultaneously by nationally recognized overnight courier service with instructions to deliver the next business day. All notices must be provided by email. The addresses for the Diocese, the Diocese's counsel and Committee Counsel are as follows, or as such other address as any of such entities shall designate for itself by written notice to the others in accordance with this provision:

Diocese: The Diocese of Rockville Centre, New York
50 N. Park Avenue
Rockville Centre, NY 11571

Diocese's Counsel: JONES DAY

Corinne Ball
Todd Geremia
Benjamin Rosenblum
Eric Stephens
Andrew M. Butler
250 Vesey Street
New York, NY 10281-1047
Telephone: (212) 326-3939
Facsimile: (212) 755-7306
Email: cball@jonesday.com
trgeremia@jonesday.com
brosenblum@jonesday.com
epstephens@jonesday.com
abutler@jonesday.com

-and-

Christopher DiPompeo
51 Louisiana Ave., N.W.
Washington, D.C. 20001
Telephone: (202) 879-7686
Facsimile: (202) 626-1700
Email: cdipompeo@jonesday.com

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Committee Counsel: PACHULSKI STANG ZIEHL & JONES LLP

Ilan D. Scharf, Esq.
Karen B. Dine, Esq.
780 Third Avenue
34th Floor
New York, NY 10017-2024
Facsimile (212) 561-7777
ischarf@pszjlaw.com
kdine@pszjlaw.com

James I. Stang, Esq.
10100 Santa Monica Blvd.
13th Floor
Los Angeles, CA 90067-4003
Facsimile: (310) 201-0760
jstang@pszjlaw.com

21. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to choice of law provisions. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Bankruptcy Court (including any appellate court with competent jurisdiction over such court) for any actions, suits or proceedings arising out of or relating to this Agreement.

22. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law. In the case of any such invalidity or unenforceability, the parties hereto will attempt in good faith to substitute a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

23. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of a signature page to this Agreement.

[signature pages follow]

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date first set forth above.

**THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS**

By: /S/ Richard Tollner
Richard Tollner, Chairman

By: /S/ Karen Dine
PACHULSKI STANG ZIEHL & JONES LLP

James Stang
10100 Santa Monica Boulevard, 11th Floor
Los Angeles, CA 90067
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ischarf@pszjlaw.com

*Attorneys for the Official Committee of
Unsecured Creditors*

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

By: /S/ Eric Stephens
JONES DAY

Corinne Ball
Benjamin Rosenblum
Todd Geremia
Eric Stephens
250 Vesey Street
New York, New York 10281
Telephone: (212) 326-3939
E-mail: cball@jonesday.com
 brosenblum@jonesday.com
 trgeremia@jonesday.com
 epstephens@jonesday.com

Attorneys for the Debtor

IT IS SO ORDERED: January 20, 2021

/S/ Shelley C. Chapman

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Confidentiality Joinder

CONFIDENTIALITY JOINDER

The undersigned declares:

I have read and understand the Confidentiality Agreement and Protective Order (the “**Agreement**”) dated as of the ___ day of December 2020 between and among The Roman Catholic Diocese of Rockville Centre, New York (the “**Diocese**”), the Official Committee of Unsecured Creditors appointed in the Diocese’s chapter 11 case pursuant to 11 U.S.C. § 1102 (the “**Committee**”), and Pachulski Stang Ziehl & Jones LLP, as counsel for the Committee (“**Committee Counsel**”), which is incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings and definitions ascribed to them in the Agreement.

- 1) I certify that I am an attorney at [FIRM NAME] (the “**Firm**”).
- 2) The Firm represents a member of the Committee authorized to receive Confidential Information pursuant to the Agreement, in his/her capacity as a member of the Committee.
- 3) The Firm (including all partners, associates, paraprofessional and employees thereof) agrees to comply with and be bound by the Agreement subject to the same terms as a Recipient thereunder.
- 4) The Firm is aware that sanctions may be entered for the Firm’s violation of the Agreement.
- 5) The Firm agrees to submit to the personal jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the enforcement of the Agreement.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Dated _____

By: _____

Printed Name: _____

Firm: _____

Title or Position: _____

Address: _____

Telephone Number: _____

EXHIBIT B

Addendum to Confidentiality Agreement and Protective Order

**ADDENDUM TO CONFIDENTIALITY AGREEMENT
AND PROTECTIVE ORDER**

The undersigned declares:

I have read and understand the Confidentiality Agreement and Protective Order (the “**Agreement**”) dated as of the ___ day of December 2020 between and among The Roman Catholic Diocese of Rockville Centre, New York (the “**Diocese**”), the Official Committee of Unsecured Creditors appointed in the Diocese’s chapter 11 case pursuant to 11 U.S.C. § 1102 (the “**Committee**”), and Pachulski Stang Ziehl & Jones LLP, as counsel for the Committee (“**Committee Counsel**”), which is incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings and definitions ascribed to them in the Agreement.

- 1) I certify that I have filed an abuse proof of claim in the Diocese’s Case.
- 2) I agree to comply with and be bound by the Agreement subject to the same terms as a Recipient thereunder.
- 3) I am aware that sanctions may be entered for my violation of the Agreement.
- 4) I agree to submit to the personal jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the enforcement of the Agreement.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE
AND CORRECT.

Dated _____.

By: _____

Printed Name: _____

Address: _____

Telephone Number: _____

Counsel to Additional Recipient:

By: _____

Printed Name: _____

Firm: _____

Title or Position: _____

Address: _____

Telephone Number: _____