

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

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

**Case No. 20-12345-scc
Chapter 11**

**INTERSTATE FIRE & CASUALTY COMPANY'S JOINDER IN
LMI'S RESPONSE TO DIOCESE'S MOTION FOR AN ORDER ESTABLISHING
DEADLINES FOR FILING PROOFS OF CLAIM AND GRANTING RELATED RELIEF**

1. Interstate Fire & Casualty Company ("IFC"), for its response to the Motion of the Roman Catholic Diocese of Rockville Centre, New York ("Diocese") for Entry of an Order Establishing Deadlines for Filing Proofs of Claim and Granting Related Relief ("Motion") (Doc. No. 174), states as follows.

2. The Motion seeks the following relief: entry of an Order Establishing Deadlines for Filing Proof of Claims and Approving the Form and Manner of Notice ("Bar Date Order"); establishment of a Bar Date for Sexual Abuse Claims; approval of protocol for maintaining confidentiality of certain claims ("Confidentiality Protocol") and a proposed form of confidentiality agreement ("Confidentiality Agreement"); approval of a Sexual Abuse Proof of Claim ("POC") form; and other relief.

3. IFC generally joins in the response of Certain Underwriters at Lloyd's, London and Certain London Market Insurance Companies (collectively "London Market Insurers" or "LMI") to the Motion.

4. The Diocese is looking to IFC, which provided excess indemnity insurance

coverage in certain years, to indemnify it for loss incurred in connection with certain Sexual Abuse Claims. Adversary Proceeding No. 20-01227, Doc. No. 1, Adversary Complaint, filed 10/01/20.

5. Like LMI, IFC requires information from the claimants and from the Diocese to assess the Diocese's potential liability to the claimants and to evaluate its coverage obligation, if any. Because the relief sought by the Motion does not adequately address the provision of such information, IFC joins with LMI in requesting modifications to the proposed Bar Date Order, the Confidentiality Agreement, and to the Sexual Abuse POC Form. (See LMI's Response, ¶¶ 6-8.) IFC submits that the changes sought by LMI will reduce, if not minimize, the need for formal discovery and claims objections in this case. Such additional information would also reduce, if not minimize, the need for formal discovery in the Adversary Proceeding, which would be onerous, expensive, and time-consuming for all parties.

6. IFC joins in LMI's comments in paragraphs 9 and 10 of LMI's Response regarding liability and coverage issues.

7. Finally, IFC does not waive any other and further rights it has to request information directly from the Diocese that is relevant to the Diocese's claim that it is entitled to insurance coverage from IFC.

WHEREFORE, IFC requests that: (1) the Bar Date Order be modified to provide that each of the Diocese's Insurers will receive all of the POC forms; (2) the Confidentiality Agreement be modified to provide that each of the Insurers will be permitted to use all POC

forms to evaluate and litigate any and all underlying claims; and, (3) the Sexual Abuse POC
Form be modified by the revisions set forth above.

Dated: November 25, 2020

Respectfully submitted,

By /Peter P. McNamara

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