

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

THE DIOCESE OF CAMDEN, NEW JERSEY,

Debtor.

Chapter 11

Case No. 20-21257 (JNP)

Hearing Date and Time:
January 27, 2021 at 10:00 a.m.

**DIOCESE'S OMNIBUS RESPONSE IN FURTHER
SUPPORT OF MOTION FOR ENTRY OF AN ORDER
ESTABLISHING A DEADLINE FOR FILING PROOFS OF
CLAIM AND APPROVING THE FORM AND MANNER OF
NOTICE THEREOF**

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The Diocese of Camden, New Jersey, Chapter 11 debtor and debtor-in-possession (the “Diocese”), by and through its undersigned counsel, hereby files this omnibus response in further support of its *Motion for Entry of an Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [ECF 74] (the “Motion”) and in response to the pleadings filed by: (i) Certain Underwriters at Lloyd’s, London and Certain London Market Companies (“LMI”) [ECF 254] (the “LMI Objection”); (ii) the Official Committee of Tort Claimant Creditors (the “Tort Committee”) [ECF 327] (the “Tort Committee Objection”); (iii) the Office of the United States Trustee (“UST”) [ECF 336] (the “UST Objection”); (iv) Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America (“Century”) [ECF 337] (the “Century Objection”); (v) Granite State Insurance Company and Lexington Insurance Company (collectively, “GS/LIC”) [ECF 339] (the “GS/LIC Joinder”); (vi) the Official Committee of Unsecured Trade Creditors (“Trade Committee”) [ECF 341] (the “Trade Committee Response”); (vii) Interstate Fire & Casualty Company (“Interstate”) [ECF 345] (the “Interstate Joinder”); (viii) the Tort Committee’s supplemental objection [ECF 348]; (ix) the joinder of Jeff Anderson & Associates, P.A. [ECF 356]; and (x) LMI’s supplemental objection [ECF 362]], and respectfully represents as follows:

LEGAL ARGUMENT

I. The Bar Date Motion

1. Through the Motion, the Diocese initially sought a bar date of February 26, 2021 at 11:59 p.m. for all proofs of claims besides those of Governmental Units, which would have until March 31, 2021 at 11:59 p.m. As the Court is aware, the Diocese filed this Motion on October 14, 2020. Thereafter, the Diocese attempted to mediate bar date issues with the Tort

Committee to no avail – largely because the Tort Committee reneged on its commitment to negotiate a bar date other than November 30, 2021.

2. The Diocese recognizes that three months have now passed since filing the Motion and that the Motion will be heard approximately one month before the Diocese’s originally requested bar date. Accordingly, the Diocese amends its motion to seek **May 31, 2021 at 11:59 p.m. (prevailing Eastern Time)** as the bar date for all claims, including, but not limited to, general unsecured claims, survivor claims and claims of Governmental Units.

3. The Diocese believes that, in light of the noticing program set forth in the Motion, May 31, 2021 is a reasonable and just bar date for all claims. May 31, 2021 is approximately eight months from when the Diocese filed its Chapter 11 Case and will be 4 months (124 days) from the hearing on the Motion.

4. A bar date of May 31, 2021 is consistent with those in other diocesan and abuse bankruptcy cases across the country:

<u>Case No.</u>	<u>Debtor</u>	<u>Petition Date</u>	<u>Date of Order Fixing/Modifying Bar Date</u>	<u>Bar Date</u>	<u>Days</u>
20-12345	Diocese of Rockville Centre (S.D.N.Y.)	10/1/2020	Oral Opinion on 1/14/2021	8/14/2021	215 days
20-30663	Diocese of Syracuse (N.D.N.Y)	6/19/2020	11/6/2020	4/15/2021	160 days
20-60337	Diocese of St. Cloud (D. Minn.)	06/15/2020	7/02/2020	10/21/2020	111 days
20-10846	Archdiocese of New Orleans (E.D. La.)	05/01/2020	10/1/20	3/1/2021	151 days
20-10322	Diocese of Buffalo (W.D.N.Y)	02/28/2020	9/11/2020	8/14/2021	331 days

<u>Case No.</u>	<u>Debtor</u>	<u>Petition Date</u>	<u>Date of Order Fixing/Modifying Bar Date</u>	<u>Bar Date</u>	<u>Days</u>
20-00599	Diocese of Harrisburg (M.D. Pa.)	02/19/2020	05/06/2020	11/13/2020	191 days
20-10343	Boy Scouts of America (D. Del.)	2/18/2020	5/26/2020	11/16/2020	174 days
19-20905	Diocese of Rochester (W.D.N.Y)	9/12/2019	2/25/2020	8/13/2020	170 days
19-00010	Archdiocese of Agana (D. Guam)	1/16/2019	5/1/2019	8/15/2019	106 days
18-09108	USA Gymnastics (S.D. Ind.)	12/5/2018	2/25/2019	4/29/2019	63 days
18-13027	Archdiocese of Santa Fe (D.N.M.)	12/03/2018	3/08/2019	6/17/2019	101 days
18-33707	Diocese of Winona-Rochester (D. Minn.)	11/30/2018	12/07/2018	4/8/2019	123 days
17-60271	Diocese of Great Falls-Billings (D. Mont.)	3/31/2017	6/07/17	7/31/2017	54 days
17-30601	Diocese of New Ulm (D. Minn.)	03/03/2017	03/08/17	7/10/2017	124 days
15-50792	Diocese of Duluth (D. Minn.)	12/07/2015	01/07/16	5/25/2016	139 days
15-30125	Archdiocese of St Paul and Minneapolis (D. Minn.)	1/16/2015	4/17/2015	8/3/2015	108 days
14-60074	Diocese of Helena (D. Mont.)	1/31/2014	5/06/2014	8/11/2014	98 days
14-20371	Roman Catholic Bishop of Stockton (E.D. Cal.)	1/15/2014	5/8/2014	8/15/2014	99 days
13-13676	Diocese of Gallup (D.N.M.)	11/12/2013	4/11/2014	8/11/2014	123 days

<u>Case No.</u>	<u>Debtor</u>	<u>Petition Date</u>	<u>Date of Order Fixing/Modifying Bar Date</u>	<u>Bar Date</u>	<u>Days</u>
11-20059	Archdiocese of Milwaukee (D. Wis.)	1/4/2011	07/14/2011	2/1/2012	203 days
08-00110	Catholic Bishop of Northern Alaska (D. Alaska)	3/1/2008	5/30/2008	12/2/2008	187 days
06-02229	Diocese of Davenport (S.D. Iowa)	10/10/2006	03/16/2007	7/16/2007	123 days
04-08822	Diocese of Spokane (E.D. Wash.)	12/6/2004	11/30/2005	3/10/2006	101 days
04-37154	Roman Catholic Archbishop of Portland, Oregon (D. Or.)	7/06/2004	11/16/2004	3/7/2005	111 days
	Average Bar Date				143 days

5. Removing the Diocese of Buffalo case, which is an outlier among all of the cases, the average drops to 134 days – which is consistent with the Diocese’s request.

6. Each month that this chapter 11 continues will (i) cause the Diocese to expend more administrative fees of approximately \$1 million per month; (ii) result in diminished distributions for creditors and survivors and extended delays in receiving any payment; and (ii) threaten the continued viability of the important missions provided by the Diocese for the six (6) southern counties of New Jersey, which are provided to all people, regardless of their religious beliefs. The Diocese is also concerned that a lengthy chapter 11 process will cause donors and other public resources for the Diocese and its programs to erode. Without the support of its congregants and the greater community, the Diocese’s finances will suffer significantly. This has already been demonstrated during the COVID-19 pandemic with collections being reduced

significantly. The longer that this case goes on, the less willing people will be to contribute to the Diocese's mission and operations.

II. The Tort Committee Objection

a. Setting a Bar Date of May 31, 2021 is in the Best Interests of the Estate, Creditors, Survivors, and Other Constituents of this Chapter 11 Case

7. Federal Rule of Bankruptcy Procedure 3003(c)(3) provides that “[t]he court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed.” Fed. R. Bankr. P. 3003(c)(3). This “bar date” for filing proofs of claim serves as a critical threshold to further progress in negotiating and confirming a plan of reorganization in this Chapter 11 case and, ultimately, in compensating abuse victims and other creditors. Bar dates are set to protect the debtor's and creditors' interests. See In re Nutri*Bevco, Inc., 117 B.R. 771, 781 (Bankr. S.D.N.Y. 1990) (“Bar dates protect not only the debtor's interests, but creditors' interests as well. It establishes a date by which the plan proponent can determine which liabilities will be asserted against the estate.”).

8. The Tort Committee and insurance companies have made one thing clear: a consensual resolution of this case cannot occur without a bar date.¹ Indeed, the insurance companies will not begin the process of analyzing and determining their potential exposure until the bar date has run. Even after that date, the insurance companies may need months to fully analyze their liability. This precludes any meaningful discussions to compensate the survivors. Thus, the progression of this case turns on the establishment of a near-term bar date. As recognized by bankruptcy courts, “[a]bsent the setting of a [claims] bar date, a Chapter 11 case could not be administered to a conclusion.” In re Waterman S.S. Corp., 59 B.R. 724, 726 (Bankr. S.D.N.Y. 1986).

¹ The Diocese reserves all rights as to all other issues.

9. The Diocese's proactive approach to addressing survivor and other claims should be positively recognized. Specifically, the Diocese's plan of reorganization proposes a payment to survivor claimants in the amount of \$10,000,000. This amount is consistent with the Diocese's past settlements (\$20 million over 20 years to 171 survivors). At the time of the Chapter 11 filing, the revived statute of limitations had been opened for ten (10) months since December 1, 2019. During those ten (10) months, despite massive publicity and enormous advertisements costing hundreds of thousands of dollars, only 54 lawsuits were filed. Most of the lawsuits were filed shortly after the statute reopened.

10. An extension of the bar date only serves to prejudice the survivors. With a November 30, 2021 bar date, trying to negotiate a consensual plan before 2022 will be problematic. By extending the claims submission process, the survivors' recoveries will be delayed and administrative fees and costs will inevitably reduce the estate. As noted in the Century Objection, the costs associated with this case are already high – before even considering the Tort Committee's attorneys, financial adviser and "experts" and the newly formed Trade Committee and its attorneys and potential other professionals. As noted previously, the Diocese relies on donations from its parishioners and others to in the communities it serves.

11. The Diocese has, from the outset of this case, sought to provide greater distributions to creditors, including survivors, than would be provided in a normal chapter 11 case. The Diocese's proposed bar date – May 31, 2021 – represents a period of over four (4) months after the hearing on this Motion and approximately eight (8) months after the Petition Date. The date proposed by the Tort Committee, on the other hand, is over ten (10) months from the hearing on this Motion and thirteen (13) months after the initial filing of this case.

12. Based on the foregoing, the extended period sought by the Tort Committee is unduly long, unnecessary and will only benefit the administrative claimants in this bankruptcy.

b. The Court has the Sole Jurisdiction and Obligation to Fix the Bar Date

13. The main objection interposed by the Tort Committee is that the New Jersey State Legislature made a policy determination in setting November 30, 2021 as the date for survivors to make claims. As this Court is well-aware, bar dates are not set based on when statutes of limitation expire. Indeed, if this was the case, contract claims would require a six-year bar date (See N.J.S.A. 2A:14-1), six years for fraud claims (*Id.*), and two years for personal injury actions (N.J.S.A. 2A:14-2(a)). Not even the bar date in the Diocese of Buffalo bankruptcy (August 14, 2021) – an outlier in the survey of diocesan bankruptcy cases – is as long as any of the aforementioned statute of limitation periods.

14. This is because courts, including those in this Circuit, have made clear that the bar date should be set with “*reasonable promptness.*” As noted in In re Energy Future Holdings Corp.:

A bar date serves the important purpose of enabling the parties to a bankruptcy case to identify with **reasonable promptness** the identity of those making claims against the bankruptcy estate, and the general amount of the claims, a necessary step in achieving the goal of successful reorganization. It is akin to a statute of limitations, and must be strictly observed. This rule contributes to one of the main purposes of bankruptcy law, securing, within a limited time, the prompt and effectual administration and settlement of the debtor's estate.

In re Energy Future Holdings Corp., 522 B.R. 520, 527-28 (Bankr. D. Del. 2015) (emphasis added) (internal quotations and citations omitted).

15. The Energy Future court also recognized that cutting off claims always has an unfair result, regardless of whether it is a bar date or statute of limitation:

[T]he objectives of finality and fixing the universe of claims permeate the law of bankruptcy, and in achieving those ends, the setting of a bar date is no more unfair, assuming reasonable notice, than is a statute of limitations, a finality concept firmly embedded in our legal system generally. Tort claimants can have their right to pursue their claims foreclosed if they fail to take action before the expiration of a statute of limitations. **It is no more unfair to require that they here take action before expiration of the bar date.**

Id. (emphasis added) (internal quotations and citations omitted).

16. While the Diocese respects and acknowledges the suffering of the survivors, the case law regarding bar dates does not align with the Tort Committee’s requested bar date. A chief purpose of this bankruptcy proceeding and bankruptcy laws is to secure a prompt and effectual administration and settlement of the debtor’s estate within a limited period. Katchen v. Landy, 382 U.S. 323, 328 (1966). In this regard, however, “[a] personal injury claimant is given no special dispensation. The claimant must comply with the Code, the Federal Rules of Bankruptcy Procedure, and court orders for claims handling procedures before there is a valid bankruptcy claim ripe for liquidation by the district court or the court where such claim arose.” In re Best Prod. Co., Inc., 140 B.R. 353, 357 (Bankr. S.D.N.Y. 1992).

17. All parties in interest – including the survivors – will benefit from a shorter bar date, as it will bring certainty to this case. In re Nortel Networks Inc., 573 B.R. 522, 527 (Bankr. D. Del. 2017) (“The bar date is important to the administration of the case as it brings certainty to a debtor's case by enabling the debtor and its creditors to know the amount of claims which exist.”) (citations omitted). As recognized by other courts: “a bar date in a reorganization case provides a mechanism by which a trustee in bankruptcy can estimate the potential liabilities of the debtor. This estimate is essential to formulating a viable plan of reorganization.” In re Pettibone Corp., 110 B.R. 837, 842 (Bankr. N.D. Ill. 1990) (citing In re Chicago, Rock Island & Pacific Railroad Co., 788 F.2d 1280, 1281 (7th Cir. 1986)) (internal citations omitted); see also

In re Arrow Air, Inc., 75 B.R. 375, 378 (Bankr. S.D. Fla. 1987) (“an essential purpose of setting a claims deadline . . . is to fully inform participants in the reorganization process as to the debtor’s liabilities” so that “[a]rmed with this knowledge, proposals may be evaluated with confidence, and negotiations may proceed without being hindered by undue caution or skepticism.”). Once this “certainty” has been achieved, the Diocese will be able to attempt to negotiate a consensual plan of reorganization and begin immediate payments to the survivors, its trade vendors, and other parties in interest.

18. Those courts that have addressed the issue of whether a statute of limitations and the bar date have split as to whether the dates should be coterminous. In the Diocese of Rochester Chapter 11 case, the Bankruptcy Court denied a motion made by the unsecured creditors’ committee to extend the bar date to make it coterminous with the then-recently enlarged window. In doing so, Bankruptcy Judge Warren rejected many of the same arguments made by the Tort Committee here. In re the Diocese of Rochester, Case No. 19-20905 (PRW), ECF 700 (Bankr. W.D.N.Y. July 29, 2020). There, the New York Legislature revised the deadline for commencing civil actions under the New York Child Victim’s Act to August 2021. Bankruptcy Judge Warren, in balancing the interests of claimants, declined to extend the bar date until the new deadline. Id. at 8.

19. Similarly, the Court in the Diocese of Syracuse recognized the court must balance the needs of the Diocese of Syracuse in reorganizing against the needs of survivors. In re The Roman Catholic Diocese of Syracuse, New York, Case No. 20-30663 (MMC), ECF 214 (Bankr. N.D.N.Y. Nov. 6, 2020). Consistent with the cases noted above, the court found that “in all cases there can be a statute of limitations that’s out there for six year[s] . . . where the bar date is not – six years.” Id.

20. In contrast, the Tort Committee's reliance on the rulings in the Diocese of Buffalo and Diocese of Rockville Centre cases is misplaced. The basis for Bankruptcy Judge Chapman's decision in the Diocese of Rockville Centre case was fact specific. For example, Bankruptcy Judge Chapman made clear that:

And that gets me to my second group of observations, which is a lot -- there are a number of statements in the Debtor's objection that say we're not going to be able to move the case forward until there's a bar date. So, I certainly understand the need for there to be a finite universe of claims. But given the observation that you make in your pleadings that you believe the vast majority of the claims have already been filed and that there may be some outliers, that second argument undercuts the argument that the case can't go forward.

See Exhibit A annexed hereto at Tr. 20:18 – 21:2. Here, that simply is **not** the case. The Diocese is only aware of one claim that has been filed in this case. In fact, the Tort Committee has resisted filing claims for the Tort Committee members as part of their continued machinations and litigation tactics. One must question why the Diocese of Rockville Centre, which was filed on the same day, has had over 100 claims filed and only one has been filed in this case. Regardless, Bankruptcy Judge Chapman's rejection of this issue does not apply here.

21. The Rockville Centre Court explained:

Secondly, you're couching the bar date that the Debtor would like in terms of what's reasonable vis-à-vis the number of days. But what you're not really recognizing is that ultimately the difference between what the Debtor is proposing and what the Committee requests is just -- it's just ten weeks. And it's not six months, it's not four months -- it's just ten weeks. So, I don't view it as being an enormous difference that would constitute a large impediment to the case moving forward.

Id. at Tr. 20:9-17. These statements also do **not** apply to this case. Indeed, Bankruptcy Judge Chapman recognized that "it's not six months, it's not four months -- it's just ten weeks." Id.

Here, its also not six months – it is even more – that separates the two proposed bar dates. Again, Bankruptcy Judge Chapman’s reasoning simply doesn’t apply here.

22. Similarly, in the Diocese of Buffalo case, Chief Judge Bucki relied on facts that are widely different than those presented in this case:

A bar date operates to cut off the ability of disputed creditors to assert claims in bankruptcy. By making that date coterminous with the statute of limitations, we terminate no rights that a plaintiff could otherwise have asserted outside of bankruptcy. For those creditors who may never have received notice of the bankruptcy or its bar date, any deficiency of notice will have no consequence more adverse than what state law would already impose.

In re Diocese of Buffalo, N.Y., 620 B.R. 445, 452 (Bankr. W.D.N.Y. 2020). Here, the New Jersey statute does not provide a single date for a statute of limitations. Instead, the New Jersey statute expands the statute of limitations for victims to bring claims of child sexual abuse to (i) age 55; or (ii) until seven years from the time that an alleged victim became aware of his/her injury, whichever comes later. Moreover, the Diocese of Buffalo decision is a far outlier in terms of diocesan and abuse case bar date orders. At 331 days, it is 128 days longer than the next longest claims period (203 in the Archdiocese of Milwaukee case). It is important to note that the New York statute opened the statute of limitations for only one year, until January 14, 2021 (and extended to August 14, 2021). On the other hand, New Jersey’s statute was opened on December 1, 2019 for two years. Therefore, it had already been opened for eleven (11) months on October 1, 2020 when these Chapter 11 proceedings were commenced. If May 31, 2021 is fixed as the bar date, that will be a period of eighteen (18) months since the statute reopened.

23. The policy considerations promoted by the Tort Committee in this case should be rejected. Regardless of the date, the survivors will need to endure the emotional process of deciding whether to assert a claim in this bankruptcy case. Unlike actions in state court, the

survivors, here, can submit their claims confidentially – nothing about their abuse will be present on a public docket available for anyone to see. The confidentiality procedures proposed by the Diocese ensure that. Moreover, the proof of claim submitted by the Diocese is easily understandable and can be filed without the need to engage an attorney (if a survivor so chooses). Unlike when starting a civil action in state court, the survivors will not need to explain their story to multiple lawyers and/or paraprofessionals in an office before even filing a complaint. Instead, the proof of claim can be filled out without talking to multiple strangers outside of the comfort of their homes (if they so choose).

24. Moreover, unlike the exposure in a state court action, the survivor may not need to testify in discovery or trial and will not bear the burden of proof. So long as the proof of claim sufficiently covers the legal bases of their claim, responsive answers to those questions leads to *prima facie* evidence of a valid claim. In re Allegheny Int'l, Inc., 954 F.2d 167, 173 (3d Cir. 1992) (“[A] claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward.”). This removes significant obstacles to a survivor presenting their claim.

25. For these reasons, the Court should not delay this case by setting a bar date that is ten months from now. Instead, the Court should follow case law noting that courts should set a “reasonably prompt” bar date. Here, a reasonable bar date is May 31, 2021. The determinations of the New Jersey State Legislature should not dictate this Court’s determinations any more than the New Jersey State Legislature’s determination of a six-year statute of limitations for contract actions does. In balancing the competing interests, the Court should note that every member of the Tort Committee has come forward. Thus, no member of the Tort Committee can argue that

124 days more to execute a claim form is a barrier to filing a proof of claim. Accordingly, the Motion should be granted, as amended herein.

c. The Setting of a Bar Date Does Not “Usurp” or Implicate Legislative Intent

26. The Tort Committee asserts that: “The NJCVA sets *one* deadline, November 30, 2021, for *every sexual abuse survivor* whose claim was previously time-barred, an entire subset of claimants, *no matter when the abuse occurred, what diocese it occurred in, or when the claim accrued*. See N.J. S. 477.” [ECF 327 at ¶48 (original emphasis)]. This statement is not correct. There is not “one” deadline set under N.J. S. 477. Instead, on December 1, 2019, amendments to New Jersey’s statute of limitations went into effect allowing individuals to assert claims of child abuse regardless of when it occurred, and to file claims against institutions and individuals, even if those claims had already expired and/or were dismissed because they were filed late. Additionally, the new law also expands the statute of limitations for victims to bring claims of child sexual abuse to (i) age 55; or (ii) until seven years from the time that an alleged victim became aware of his/her injury, whichever comes later. Thus, there is no basis for suggesting that the New Jersey State Legislature chose one date. **It did not.** Depending on your age and other factors, the statute of limitations varies.

27. This point is fatal to the Tort Committee’s arguments. The New Jersey State Legislature did nothing but pick a date on a calendar and left other aspects of the statute of limitations more open. There is nothing “special” about November 30, 2021. There is no expert evidence suggesting that November 30, 2021 is significant for survivors. Indeed, for some survivors, the date does not apply to them. Regardless of the date chosen, the statute of limitations may cut short someone’s claim. Accepting the Tort Committee’s position would lead to no bar date ever.

28. Moreover, while the Tort Committee relies on legislative intent, it **fails** to submit or cite any of the legislative history. The lobbying efforts in this regard were extensive – including those by Marci Hamilton, the Tort Committee’s “expert.” Had the New Jersey State Legislature heard testimony or discussion about the scientific or other basis for selecting November 30, 2021 as the revived statute of limitations, it would have been submitted by the Tort Committee.

29. Underscoring that November 30, 2021 is nothing more than a date picked by legislators is the fact that New York has continued to extend its revival window. Again, the record is barren of any psychological or medical reason that the New Jersey Legislature chose November 30, 2021. The Tort Committee has provided no such evidence.

30. Thus, the Bankruptcy Court will not be usurping or ignoring legislative intent by setting a May 31, 2021 bar date. Indeed, the Bankruptcy Court will be following well-established case law and the Federal Rules of Bankruptcy Procedure. Louisiana Public Service Comm’n v. FCC, 476 U.S. 355, 368 (1986) (recognizing that the Supremacy Clause of Art. VI of the Constitution provides Congress with the power to pre-empt state law).

31. The Tort Committee’s request is not calculated to illicit any additional responses and merely delays the reorganization with no concomitant benefit. As a result, the Motion should be granted and May 31, 2021 fixed as the bar date.

d. The Bar Date Will Not be Confusing

32. Through the Motion, the Diocese proposes an extensive noticing program intended to give all unknown creditors notice of the bar date. This broad program includes newspapers, radio and other news media. It also includes posting notices in various locations across the state for *unknown* creditors. It includes direct notice to all *known* claimants. Based on

this program, the Diocese submits that all potential claimants who want to come forward will have ample opportunity to file their claims.

33. Again, this is not an issue for *known* claimants – i.e. parties that have presented their claims to the Diocese either through lawsuits, unresolved IVCP claims or other notification. Those parties will all receive direct notification of the bar date. Fed. R. Bankr. P. 3003(c) (“If a creditor is known, the debtor must provide actual notice of the bankruptcy proceedings . . .”). The bar date will be clearly displayed in the bar date notices mailed directly to known creditors.

34. With respect to *unknown* claimants, the Diocese’s proposed noticing program will resolve any confusion. The program and noticing proposed are extensive. In addition, plaintiffs’ law firms have already begun advertising the Diocese’s bankruptcy and that there is a limited time to file a proof of claim.² This meets the standard for notice of unknown creditors. In re New Century TRS Holdings, Inc., 465 B.R. 38, 46 (Bankr. D. Del. 2012) (“A debtor need not be omnipotent or clairvoyant, but need only do what is reasonable under the circumstances to provide notice to ascertainable creditors.”). Here, the proposed noticing program is reasonably calculated to provide notice to *unknown* claimants. Chemetron Corp. v. Jones, 72 F.3d 341, 346 (3d Cir. 1995) (“For unknown claimants, notification by publication will generally suffice.”) (citations omitted).

35. Moreover, advertising by plaintiffs’ firms has been in national, regional and local newspapers, on Google, Facebook, Instagram and other social media websites, and billboards. Generally, these advertisements do not include the statute of limitations on them as they can be viewed by people in varying regions with different statute of limitations. The Diocese requested information regarding such advertising from Jeff Anderson, Esq. See **Exhibit B** annexed hereto.

² See, e.g. <https://www.andersonadvocates.com/new-jersey-sexual-abuse/new-jersey-dioceses/diocese-of-camden/> (“However, you still have rights and a limited time to exercise these rights.”).

Mr. Anderson refused to respond. By the Diocese's calculation, the plaintiffs' firms must be spending hundreds of thousands of dollars in advertising. It boggles the mind that any potential claimant would not know about the revived statute of limitations and the Chapter 11 filing.

36. Thus, there should be no concern about confusion, because the bar date will be well advertised by the Diocese and numerous other interested parties.

e. The Plan of Reorganization Will Deal with Future Claimants

37. The Tort Committee asserts that the bar date order cannot bind future claimants against the Diocese. The Tort Committee, however, ignores the fact that the Diocese has already provided for future claimants against the Diocese in the plan of reorganization. [ECF 306]. Future claimants will have their claims assigned to the trust established under the plan and will receive a distribution following a determination by the Tort Claim Reviewer (as that term is defined in the plan). *Id.*

f. Noticing Issues

38. The Tort Committee asserts that the noticing program suggested by the Diocese is insufficient to provide notice. The Tort Committee, however, does not suggest a different program or provide details as to what would be sufficient. This is stunning in its silence. The suggestion that the "only way" to ensure notice to creditors is to make the bar date coterminous with the statute of limitations is absurd. If the Tort Committee believed that the noticing program was deficient, they should have suggested another one.

III. The Hamilton Declaration

a. There is No Basis in Law for the Court to Consider "Expert" Testimony in Connection with a Bar Date Hearing

39. There is no legal basis for submitting expert testimony in connection with a motion to establish a bar date. In this regard, the Federal Rules of Bankruptcy Procedure (the

“Bankruptcy Rules”) permit the testimony of witnesses in connection with contested matters only. Fed. R. Bankr. P. 9014(c). In this regard, Bankruptcy Rule 9014(c) states that: “Testimony of witnesses with respect to **disputed material factual issues** shall be taken in the same manner as testimony in an adversary proceeding.” Id. (emphasis added).

40. The Committee has not established that “disputed material factual issues” exist that would require expert testimony. In fact, this would be impossible as courts agree that the fixing of a bar date is a matter of law, not one of fact. In re Eagle-Picher Indus., Inc., 137 B.R. 679, 680 (Bankr. S.D. Ohio 1992) (“Debtors’ motion to set a bar date came on for hearing. At that time, the Committee indicated that it wished to call as a witness its valuation expert. After due consideration, we denied the request because we were satisfied that the proposed testimony was irrelevant to what was before us, **and that what was before us was entirely a question of law.**”) (emphasis added).

41. Because fixing a bar date is a question of law, the Committee is unable to demonstrate that there are “disputed material factual issues.” Accordingly, the expert opinion must be rejected.

b. The Hamilton Declaration Should be Rejected by the Court

42. In support of its objection, the Tort Committee submits the Declaration of Marci Hamilton, an alleged “expert” on the impact of abuse on survivors. Because the Hamilton Declaration fails to demonstrate that it is anything more than a “net opinion”, the Hamilton Declaration should be rejected and disregarded by the Court. If it is considered, it should be given no weight because it fails to provide evidence for the Court to use in applying the applicable law.

43. “Under the Federal Rules of Evidence, it is the role of the trial judge to act as a ‘gatekeeper’ to ensure that any and all expert testimony or evidence is not only relevant, but also

reliable.” Kannankeril v. Terminix Int’l, Inc., 128 F.3d 802, 806 (3d Cir. 1997) (citing Daubert v. Merrell Dow Pharms., Inc., 509 U.S. 579, 589 (1993)). Federal Rule of Evidence 702 “has three major requirements: (1) the proffered witness must be an expert, i.e., must be qualified; (2) the expert must testify about matters requiring scientific, technical or specialized knowledge; and (3) the expert’s testimony must assist the trier of fact.” Pineda v. Ford Motor Co., 520 F.3d 237, 244 (3d Cir. 2008). Admissibility under the third requirement, the “fit” requirement, “depends in part on ‘the proffered connection between the scientific research or test result to be presented and particular disputed factual issues in the case.’” In re Paoli R.R. Yard PCB Litig., 35 F.3d 717, 743 (3d Cir. 1994) (quoting United States v. Downing, 753 F.2d 1224, 1237 (3d Cir. 1985)). “The burden is on the proponent of the testimony to prove its admissibility by a preponderance of proof.” NN & R, Inc. v. One Beacon Ins. Group, No. 03–5011, 2006 WL 2845703, at *2 (D.N.J. Sept. 29, 2006).

44. “An expert opinion is not admissible if the court concludes that an opinion based upon particular facts cannot be grounded upon those facts.” Fedorczyk v. Caribbean Cruise Lines, Ltd., 82 F.3d 69, 75 (3d Cir. 1996). Further, “if an expert opinion is based on speculation or conjecture, it may be stricken.” Id.; see also Gen. Elec. Co. v. Joiner, 522 U.S. 136, 146 (1997) (“But nothing in either Daubert or the Federal Rules of Evidence requires a district court to admit opinion evidence which is connected to existing data only by the *ipse dixit* of the expert. A court may conclude that there is simply too great an analytical gap between the data and the opinion proffered.”).

45. An expert “may not merely recite a factual narrative that does not draw technical or scientific conclusions.” In re Lyondell Chemical Co., 558 B.R. 661, 667 (Bankr. S.D.N.Y. 2016). Similarly, “subjective or speculative opinions” are not admissible either. Id. Further,

“[a]n expert opinion requires some explanation as to how the expert came to [her] conclusion and what methodologies or evidence substantiate that conclusion” in order to be admissible.

Riegel v. Medtronic, Inc., 451 F.3d 104, 127 (2d Cir. 2006).

46. Here, Ms. Hamilton is an attorney who has extensive experience lobbying³ on behalf of survivors to extend statutes of limitation. Ms. Hamilton, however, has **no** psychological or medical training or experience. Thus, to the extent that Ms. Hamilton opines on the effects of sex abuse on children or adults and how that effect affects their ability to fill out a proof of claim form, the Court must reject the Hamilton Declaration. The Hamilton Declaration makes broad generalizations about the abilities of abuse survivors, without providing any basis or support for drawing such conclusions. These conclusions cannot be based on Ms. Hamilton’s research, as she is an attorney. Without any basis for making such conclusions, the Court and parties in interest are unable to properly analyze the conclusions drawn in the Hamilton Declaration.

47. Moreover, Ms. Hamilton does not set forth what methodologies or evidence she is relying upon for giving her opinions. There is no testable basis for explaining how or why a November 2021 bar date will assist survivors.

48. The entire Hamilton Declaration is allegedly based on what “typical” survivors face. Indeed, the Hamilton Declaration is replete with phrases like “most survivors.” Even where “most survivors” are referenced, Ms. Hamilton provides no basis for drawing such a conclusion. Thus, these conclusions are not drawn on “well established facts.”

³ Ms. Hamilton also appears to be lobbying for legislation that removes child sex abuse cases from federal bankruptcy courts or changes the bankruptcy process so that it does not affect civil litigation. See https://buffalonews.com/news/local/trove-of-buffalo-diocese-abuse-records-turned-over-to-victims-in-bankruptcy-court/article_a43dd8ce-4e9a-11eb-bb44-93864abd9851.html

49. Finally, as set forth above, the determination of a bar date is a question of law. Experts are not permitted to opine on questions of law. Berkeley Inv. Grp., Ltd. v. Colkitt, 455 F.3d 195, 217 (3d Cir. 2006) (“The District Court has discretion to determine whether expert testimony will help the trier of fact. In utilizing that discretion, however, the District Court must ensure that an expert does not testify as to the governing law of the case. Although Federal Rule of Evidence 704 permits an expert witness to give expert testimony that embraces an ultimate issue to be decided by the trier of fact, an expert witness is prohibited from rendering a legal opinion. Such testimony is prohibited because it would usurp the District Court's pivotal role in explaining the law to the jury.”) (internal quotations and citations omitted). Because Ms. Hamilton’s statements amount to nothing more than legal opinions, the Court should not consider these statements.

50. Accordingly, the Hamilton Declaration should be rejected by the Court.

IV. The UST Objection

51. The UST Objection is nothing more than a parroted summary of the Tort Committee Objection. Because the UST has not taken any of its own positions with respect to the Motion, each of the claims expressed in the UST Objection are adequately addressed above.

52. For the same reasons set forth above, the UST Objection must be overruled.

V. The Trade Committee Response

53. The Trade Committee thoughtfully argues that “the Court balance the competing goals of finality, efficiency, and husbanding estate resources (by not allowing a case to drag on), while recognizing the concerns expressed by the Tort Committee as to adequate notice.” [ECF 341 at ¶14]. The Trade Committee recognizes that permitting the Diocese to continue its mission and wide-ranging operations and serving the people of the six (6) southern counties of New

Jersey, regardless of race, creed, religion or other circumstances is a legitimate reorganizational purpose and need. The longer this bankruptcy continues, the longer trade vendors are in limbo.

VI. The Insurance Objections

54. Various insurance companies that provide or provided insurance to the Diocese objected to relief sought in the Motion. The Diocese will address each separately.

a. The LMI Objection

55. The LMI Objection asserts that additional information is needed in the proof of claim in order for LMI, and other insurers, to conduct the analysis needed to determine each insurer's liability under the respective policies. LMI includes a redlined proof of claim form with its requested revisions. The Diocese does not take a position with respect to the inclusion of such revisions. The Diocese, however, recognizes that counsel for LMI has participated in many diocesan bankruptcy cases, and, as a result, is knowledgeable about the information needed to resolve the insurance claims. To the extent that inclusion of the proposed revisions will expedite the potential contribution or payment of bona fide survivor claims, the Diocese supports LMI's requests. The Diocese does not support any effort by LMI or other insurers aimed at avoiding payment of bona fide survivor claims from insurance proceeds.⁴

b. The Century Objection

56. The Century Objection asserts that: (i) a prompt bar date must be set and suggests May 31, 2021; (ii) the proofs of claim must be signed by the claimants; (iii) suggests revisions to the Confidentiality Order submitted by the Diocese; and (iv) seeks a determination of whether a claim submitted by survivors will have presumptive validity. [ECF 337]. The Century

⁴ For example, as set forth in Section VI(b)(iv), the Diocese objects to any questions that are solely intended to provide the insurance companies a defense and have nothing to do with a *prima facie* case by the survivor.

Objection is joined by Interstate and GS/LIC through the Interstate Joinder [ECF 345] and the GS/LIC Joinder [ECF 339].

i. Bar Date

57. The Century Objection aptly recognizes that “[d]elay of the bar date . . . will not only jeopardize the Diocese’s ability to reorganize successfully but will also stall the process of investigating claims, which will be detrimental to the claimants given the high administrative costs and the parties’ need to determine the universe of claims and investigate them as soon as possible.” [ECF 337 at 4].

58. The Century Objection accurately points out that extending the bar date to November 30, 2021 will deplete the estate’s assets, noting that the “practical impact of a late November 2021 bar date is that it will lead to a protracted and expensive Chapter 11 process that may jeopardize the Diocese’s ability to successfully reorganize and will result in a smaller distribution for abuse survivors.” *Id.* at 6. The Century Objection also notes that administrative fees for just the Diocese’s professionals totaled \$375,643.25 as of December 2021. This amount does not include the administrative fees for the Tort Committee’s counsel, financial advisers and “experts”. Those amounts are currently unknown because the Tort Committee consistently refuses to provide a budget or file monthly fee statements. The Diocese believes that the failure to file monthly fee statements is a litigation strategy employed by the Tort Committee to avoid transparency as to how expensive this process is. As noted in earlier pleadings, the Tort Committee’s counsel, alone, has utilized at least 15 attorneys in this matter, billing at up to \$1,500 per hour. This is a clear litigation tactic because Lowenstein Sandler routinely files

monthly fee statements in all its other cases.⁵ There can be no other reason for their failure to do so in this case.

ii. Signed Proofs of Claim

59. The Diocese does not take a position on whether proofs of claims can be signed by an attorney or whether a survivor should be required to sign a proof of claims. The Diocese notes that bankruptcy courts that have determined this issue have been split.

iii. Confidentiality Order

60. Century asserts the following with respect to the Confidentiality Order: “the proposed bar date should be revised to include: (1) as “Authorized Parties” all insurers and their counsel, experts and consultants, without conditioning this designation on the Debtor’s consent; and (2) a provision that permits Authorized Parties to use the proof of claim forms to evaluate and investigate the claims.” [ECF 337 at 10-11].

61. The Diocese does not oppose inclusion of the language requested by Century with respect to the Confidentiality Order, subject to a carveout. The Diocese objects to providing confidential proofs of claims to insurers who did not provide coverage in the years of the alleged abuse. The Diocese is under no obligation to provide proof of claim forms on a universal basis to all insurers, and Century has not provided any reason why it is entitled to proof of claim forms that fall outside its coverage period. The Court should thus deny Century’s request for information that is otherwise irrelevant to its insurance coverage and should approve the Diocese’s proposed framework as modified herein.

⁵ For example, Lowenstein serves as committee counsel in the KB US Holdings, Inc. (Bankr. S.D.N.Y. Case No. 20-22962-shl) matter. In that case, Lowenstein has routinely filed their monthly fee statements since being retained in September 2020 (December fee statement filed on January 15, 2021 [ECF 481], November fee statement filed on December 14, 2020 [ECF 412], October fee statement filed on November 19, 2020 [ECF 366], and September fee statement filed on October 27, 2020 [ECF 316]).

iv. Validity of Proofs of Claim

62. Century asserts that the Court must determine whether the claims made by survivors are entitled to presumptive validity in accordance with Fed. R. Bankr. P. 3001. The Century Objection states that the survivor proof of claim form must either (i) include questions specifically relating to the Diocese's knowledge of the above; or (ii) not be given the presumption of validity. [ECF 337 at 13].

63. Century's proposed question regarding the Diocese's knowledge of abuser's conduct implies that if the Diocese was aware of abuse by anyone of anyone, at any time prior to the abuse at issue, then abuse of anyone by anyone thereafter was expected or intended by the Diocese. This amounts to nothing more than questions regarding the merits of a non-party's defense to coverage and has nothing to do with the survivor's claims. Thus, these questions are unnecessary to establish a *prima facie* case against the Diocese in the first instance.

64. Moreover, under the burden shifting analysis in any claim objection, no party's rights are being prejudiced by not including these questions. Significantly, the Bankruptcy Court in the Rockville Centre case recently ruled against the insurers on this issue:

But I am not seeing -- I am not seeing why it would be appropriate to add this to the claim form when the purpose of the claim is merely to establish, you know, a *prima facie* case. I think the information is going to be critical. It's going to have to be developed quickly. But my view on this is that this claims process is difficult enough without adding that additional element, and . . . it could function as an impediment to the filing of a claim or create unnecessary anxiety in that process.

. . .

I think it's both misplaced, not required by law and ill-advised. Again, in certain circumstances -- and I can tell you from, you know, the Lehman case, for example, when there were extensive questionnaires attached to proofs of claim in connection with the filing of claims related to complex financial instruments by financial institutions -- sure, the questions were helpful. But given

both observations that the Debtor has made with respect to this being in the nature of an affirmative defense and the sensitivities that have been raised by the Committee, I'm not going to require or allow that question to be answered.

Exh. A at Tr. 46:12-21; Tr. 49:9-19.

65. The questions have nothing to do with establishing a *prima facie* case against the Diocese, but rather a defense to coverage. That is not the purpose of a proof of claim form. Thus, the additional questions should be rejected.

CONCLUSION

WHEREFORE, the Diocese respectfully requests that the Court enter an Order: (i) granting the Motion; (ii) establishing a bar date of May 31, 2021 at 11:59 p.m. for all general claims, including survivor claims and those of governmental units (as that term is defined in the Bankruptcy Code); (iii) approving the proofs of claim for general and survivor claims; and (iv) granting such other and further relief as the Court deems just and proper.

**McMANIMON, SCOTLAND
& BAUMANN, LLC**
*Counsel for Debtor and Debtor-in-Possession,
The Diocese of Camden, New Jersey*

By: /s/ Richard D. Trenk
RICHARD D. TRENK

Dated: January 22, 2021

EXHIBIT A

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 20-12345-scc

Adv. Case No. 20-01226-scc

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In the Matter of:

THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK,

Debtor.

- - - - - x

THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK,

Plaintiff,

v.

ARK 320 DOE, et al.,

Defendants.

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United States Bankruptcy Court
One Bowling Green
New York, NY 10004

January 14, 2021
9:59 AM

B E F O R E :
HON SHELLEY C. CHAPMAN
U.S. BANKRUPTCY JUDGE

ECRO: UNKNOWN

1 HEARING re Omnibus Hearing

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3 HEARING re Adversary Proceeding: 20-01226-scc The Roman
4 Catholic Diocese of Rockville Centre, New York v. ARK 320
5 DOE, et al.

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7 Doc #2 Motion for Preliminary Injunction

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9 HEARING re Doc #174 Motion of the Debtor For an Order
10 Establishing Deadlines For Filing Proofs of Claim and
11 Granting Related Relief

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25 Transcribed by: Sonya Ledanski Hyde

1 A P P E A R A N C E S :

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3 JONES DAY

4 Attorneys for the Debtor

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6 New York, NY 10281

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9 CHRISTOPHER DiPOMPEO (TELEPHONICALLY)

10 TODD GEREMIA (TELEPHONICALLY)

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P R O C E E D I N G S

THE COURT: Good morning, everyone. This is Judge Chapman. We're here this morning for a hearing in The Roman Catholic Diocese of Rockville Centre case, Case Number 20-12345. This hearing is being conducted entirely telephonically via the Court Solutions platform. A recording of the hearing is being made and a transcript can be made available after the hearing has been concluded. No private recordings of the hearing are permitted.

I have a very long roster of those who have signed up to participate this morning. Please state your name for the record when you speak and identify the party on whose behalf you are appearing, and please do so each time that you speak so that we can create an accurate record.

So, there is an agenda for today. Who shall I start with from the Jones Day firm on behalf of the diocese?

MS. BALL: Good morning, Your Honor. Corinne Ball on behalf of the Debtor, the Diocese of Rockville Centre.

THE COURT: Good morning.

MS. BALL: Happy New Year, to all of us here.

THE COURT: Happy New Year to everyone. I hope everyone was able to make do and enjoy some of the holiday, and I hope everyone is continuing to stay safe. So, how shall we proceed, Ms. Ball?

MS. BALL: Thank you, Your Honor. We see that

1 Your Honor has entered orders in respect of all five
2 uncontested matters listed on the agenda for this morning.
3 That leaves --

4 THE COURT: (indiscernible)

5 MS. BALL: Thank you, Your Honor, we appreciate
6 your attention. That leaves two matters for this morning:
7 a status conference on the preliminary injunction motion, as
8 to which there have also been, we think, very positive
9 developments, as well as, Your Honor, we have a contested
10 matter on the bar date.

11 While that sounds like we have bad news, if I can
12 only take a moment, I actually think, Your Honor, the
13 parties have worked very hard since our last meeting on
14 December 9th. We have not only entered a new year but we
15 are hopeful that we, given the productive work and the
16 continuing efforts of the Debtor and the UCC, are poised to
17 enter the next phase of this case.

18 Your Honor, there's an awful lot going on in this
19 interim period and I would -- on a related note -- it's not
20 on the agenda but I also wanted to point out that we have
21 also filed our confidentiality agreement with the Committee
22 for your approval under a Notice of Presentment. Your
23 Honor, these three efforts, the preliminary injunction, the
24 bar date notice and the confidentiality, have required great
25 coordination, at least as between the Committee and

1 ourselves. And we are not able to present a total
2 resolution on the bar date for you but we do think that we,
3 at least with respect to our issues with the Committee, have
4 significantly narrowed those issues. And, of course, Your
5 Honor, the objections of the insurers remain.

6 With that, Your Honor, I would -- your permission
7 -- I would like to turn to Mr. DiPompeo to address the
8 status conference on the preliminary injunction.

9 THE COURT: Very well. Thank you.

10 MR. DIPOMPEO: Good morning, Your Honor. This is
11 Christopher DiPompeo of Jones Day for the Debtor.

12 THE COURT: Good morning.

13 MR. DIPOMPEO: So, in the automatic stay adversary
14 proceeding, we have good news to report, as Ms. Ball just
15 mentioned and as you may have seen. We were able to come to
16 an agreement with the Committee about the terms of a longer
17 term consensual preliminary injunction of the State Court
18 CBA cases and we filed the Notice of Presentment of that
19 stipulation on the docket last night. And --

20 THE COURT: We have -- there are two -- why don't
21 I just let you go through it? Go ahead.

22 MR. DIPOMPEO: Sure, sure. All right, so the
23 stipulation was the product of very good and very productive
24 negotiations between the Debtor and the Committee, and if
25 entered, it would stay all of the CBA cases in their

1 entirety through March 31, 2021, subject to further
2 extension by agreement. And in a stipulation the Debtor
3 agreed to produce documents that would have been produced in
4 the CBA litigation had that gone forward, and also to
5 provide notice to the Committee before the bishop approves
6 transfers by parishes above \$50,000.

7 As Your Honor was noting, the objection deadline
8 for the longer term consensual stipulation is January 20th.
9 And so in the interim, because the previous consensual stay
10 was to expire today, we filed a short-term extension of the
11 consensual stay through January 21st to bridge that time
12 period.

13 And we think this is a very positive outcome for
14 the Debtor, its estate, survivors and all the estate's other
15 creditors. As I said at the first day hearing, this is
16 really -- a gating issue for this case was figuring out what
17 was going to happen with the CBA cases in the State Court.
18 And, as Ms. Ball mentioned, we think this is a nice pivot
19 point to the middle part of the case. And we're very glad
20 to report that result this morning. So, I'm happy to answer
21 any questions the Court may have.

22 THE COURT: All right. That was one of the
23 questions I was going to ask you was the status of that.
24 So, thank you so much for that. That sounds like the result
25 of a lot of work, a lot of productive engagement and

1 constructive engagement on the part of all parties
2 concerned. Is there anyone on behalf of the Committee who
3 would like to add anything to Mr. DiPompeo's remarks?

4 MR. STANG: Your Honor, this is James Stang for
5 Pachulski Stang Ziehl & Jones, representing the Committee.
6 Ms. Dine is on the call and she has been more involved in
7 this than I have. I would defer to her, if she has any
8 comments.

9 MS. DINE: Thank you. This is Karen Dine from
10 Pachulski Stang Ziehl & Jones, also on behalf of the
11 Committee. Your Honor, I have nothing really to add to Ms.
12 Ball or Mr. DiPompeo's characterization. I think we would
13 agree that we have worked hard and we've come to, I think, a
14 good framework for moving forward into the next phase of the
15 case. And we look forward, hopefully, to continuing with
16 that spirit of cooperation.

17 THE COURT: All right, terrific. Thank you, Ms.
18 Dine. Okay, is there anything else in the nature of status
19 before we turn to the bar date issues?

20 MR. DIPOMPEO: There's nothing further from the
21 Debtor, Your Honor.

22 THE COURT: All right. Well, I have a question --
23 not, I suppose...well, not entirely related to the stay
24 issue but perhaps not entirely unrelated. And that's what
25 is the status of the discussions around the IAC? And this

1 is in my mind because it bears on the larger issue of
2 progress in the case, which as Ms. Ball stated now -- the
3 situation is prime to move forward in a lot of ways. But
4 I'd like to understand where things stand on the IAC and how
5 -- well, let me just leave it at that. What's the status of
6 issues relating to the IAC?

7 MR. STANG: Your Honor, would you like to start
8 with the Committee or the Debtor?

9 THE COURT: Either one is fine with me.

10 MR. STANG: Your Honor, I'm not going to get into
11 the specifics of the proposal unless the Debtor feels it's
12 appropriate to. The Debtor made a proposal --

13 THE COURT: Well, Mr. -- let me answer
14 (indiscernible). Mr. Geremia has his hand up to be heard.
15 Mr. Geremia, are you asking to be heard on this point?

16 MR. GEREMIA: I was preparing on the bar date. I
17 think Ms. Ball will address the IAC side.

18 THE COURT: Okay, very good. Okay.

19 MR. STANG: So, Your Honor, again, I will not get
20 into the specifics of what the parties have offered and the
21 responses to those offers unless the Debtor feels it's
22 appropriate to do so and I'd be happy to engage.

23 The Debtor made a proposal to the Committee to
24 resolve the Committee's objection to the two pending
25 employment motions and to the greater concept of the IAC.

1 The Committee rejected that proposal and we rejected it two-
2 three days ago. We thought the proposal did not address the
3 Committee's concerns that are set forth in the oppositions
4 to the pleadings.

5 THE COURT: Okay. Well, thank you for that and
6 thank you for not sharing the details. Let me simply say
7 that this is on my mind. Now that you have made such good
8 progress on the preliminary injunction issue, I'm going to
9 ask you to redouble your efforts either to resolve the issue
10 or to bring it back to me, because I see it as something
11 that needs to be resolved sooner rather than later in order
12 to materially advance progress toward ultimately a plan and
13 the case.

14 I don't know -- I'm happy to hear from somebody on
15 behalf of the Debtors for their perspective or, indeed, if
16 you disagree with my sense of urgency around this issue.

17 MS. BALL: Thank you, Your Honor. Corinne Ball,
18 Jones Day, on behalf of the Debtor. We share Your Honor's
19 concerns. We are considering the response and our next
20 steps. And, indeed, Your Honor, we may need your assistance
21 and may reach out to you for a conference on this matter.
22 We have not yet reached a resolution on next steps but we
23 very much agree that the next phase of the case needs to
24 address the issues that have been addressed in part only by
25 our independent advisor committee. Your Honor, with that, I

1 think -- I have nothing else to add now.

2 THE COURT: All right. Well, Ms. Ball, not
3 surprisingly, you're somewhat reading my mind to the extent
4 that you can't make real progress or that you determined
5 that you're at, you know, a standstill on resolution of this
6 issue. I would entertain a request for a conference and see
7 if there is something that I could do to facilitate a
8 solution that's satisfactory to all concerned.

9 So, we'll stand by for a further update on that.
10 If you and Mr. Stang are in agreement that a conference
11 would be in order, please reach out to Ms. Eisen in my
12 chambers and we'll set something up.

13 MS. BALL: Thank you, Your Honor.

14 THE COURT: Thank you. That brings us to the main
15 item on the agenda today which is the bar date motion. I
16 have received all the pleadings, which are voluminous. And,
17 in addition or most recently, I received the sur-reply of
18 the Committee with respect to Dr. Conte's testimony.

19 So, as you all know, this is not noticed as an
20 evidentiary hearing. So, I've got something of a chicken
21 and an egg problem regarding Dr. Conte's testimony.
22 Although the Debtor has taken the position that that
23 testimony is not necessary, I don't know that we have
24 formally teed up, you know, a Daubert motion per se. I just
25 would like your perspective on how we ought to proceed.

1 To give you a little bit of a window into my
2 thinking, I have a pretty clear tentative view -- that's a
3 little oxymoronic -- but I do have a view as to the three
4 discreet sets of issues that are in play. The insurer's
5 issues are not related to Dr. Conte's testimony. Dr.
6 Conte's testimony relates to the dates and the pictures.

7 So, I don't know who's taking the lead on this
8 one. Is it Mr. Geremia?

9 MR. GEREMIA: Yes, it is. This is Todd Geremia
10 for the Debtor.

11 THE COURT: All right. So, I need your help in
12 figuring out how to solve this chicken and egg problem.

13 MR. GEREMIA: Yes.

14 THE COURT: If the Committee -- if the Committee -
15 - or let me turn it around a little bit. If the Committee
16 wants to rely on Dr. Conte's testimony, I suppose then I
17 need to make a ruling as to whether or not I'm going to
18 allow that testimony for any purpose before we can go
19 forward. And if I am going to allow the testimony, then I'm
20 not sure we can have a hearing today. On the other hand, in
21 my mind, I'm prepared to resolve this today.

22 MR. GEREMIA: Yes. And we would like that, Your
23 Honor, on behalf of the Debtor. As Your Honor noted in
24 connection with the IAC and the preliminary injunction
25 proceedings, this case is primed to move forward, but to do

1 that we need a bar date. And we really can't have any
2 further delay.

3 I don't think it's a problem. And here is a
4 proposal based on the pleadings. Dr. Conte's declaration is
5 expressly submitted as, in quotes, "his testimony". As Your
6 Honor is aware, we have had the chance to examine him
7 through a deposition and the transcript of that deposition
8 has been submitted. And so, as happens in many proceedings,
9 Your Honor can consider his testimony in the form of his
10 declaration and his deposition for whatever Your Honor deems
11 it's worth.

12 And the arguments that we've made concerning
13 Daubert and the weight to give this testimony can be
14 considered in connection with your decision in the bar date
15 motion. We don't think there needs to be an evidentiary
16 hearing. The Committee was aware for more than a month of
17 the dates for this proceeding and did not request an
18 evidentiary hearing formally, as required by the rules.
19 And, as Your Honor knows, it was I think two months ago now
20 that we've made this motion. So, enough time has gone by,
21 in our view, and it's time to move forward.

22 I think as we discuss the merits of the issues,
23 that may crystallize some more, especially as Your Honor's
24 views become apparent. I just don't think that it requires
25 further delay or a formal evidentiary hearing for Your Honor

1 to consider Dr. Conte's testimony for whatever you will
2 consider it for.

3 THE COURT: Okay, thank you, thank you.

4 MR. STANG: Your Honor, this is -- go ahead. I'm
5 just opening up our objection, which is at docket 215. And
6 I apologize, I don't have the ability to have every pleading
7 up. But it was my recollection that the pleading did, in
8 fact, seek to introduce the Conte deposition into evidence.

9 THE COURT: I'm not disputing that.

10 MR. STANG: Right.

11 THE COURT: I'm simply saying that this has not
12 been noticed as an evidentiary hearing per se.

13 MR. STANG: I understand.

14 THE COURT: But I -- but, I mean, maybe we can
15 just be a little clever about that. To the extent that --
16 to the extent that what Debtor's counsel is saying is that
17 Dr. Conte's testimony can simply become part of the record
18 and that I can give it whatever weight I feel is
19 appropriate. It doesn't require a Daubert ruling, and that
20 just kind of gets half the issue.

21 MR. STANG: Your Honor, my partner, Alan Kornfeld
22 is on the phone, and Mr. Kornfeld is going to handle the
23 issues relating to Dr. Conte, including any presentation of
24 his direct testimony. I would ask Mr. Kornfeld to opine on
25 what Debtor's counsel has proposed on what you just said.

1 MR. KORNFELD: Your Honor, good morning. This is
2 Alan Kornfeld, Pachulski Stang Ziehl & Jones, also for the
3 Committee. Your Honor, what you have proposed, and I
4 believe what Mr. Geremia proposed, which led to your
5 proposal, is acceptable to the Committee. That is, Dr.
6 Conte's testimony becomes part of the record. And as we
7 invited you to do in the sur-reply, you give that testimony
8 the weight that you consider to be appropriate. That is
9 acceptable to us.

10 THE COURT: All right, well, I'm prepared to
11 proceed on that basis. I think it will become clear that
12 that works. It was not going to be appropriate today for us
13 to have Dr. Conte be cross-examined and to give additional
14 live testimony, but if that procedure is acceptable to all
15 concerned, I think that's very efficient and works and we
16 can move forward today. Would anyone else like to be heard
17 on that threshold issue before we get going? Okay,
18 terrific.

19 So, there are three issues involved in the bar
20 date motion. One is the date and the two proposals that we
21 have in the papers are the date that is the CVA date under
22 the existing New York law versus a date in May that the
23 Debtors request. That's issue number one. Issue number two
24 is whether or not the bar notice can include pictures of
25 certain of the alleged abusers. And issue number three is

1 whether the bar date notice form itself -- and this is the
2 insurer's issue -- should be expanded to include questions
3 and additional materials in the nature of a questionnaire.

4 As I said, I spent a lot of time with the papers,
5 a lot of time thinking about the issue. Let's go to the
6 date issue first. And let me talk to someone on behalf of
7 the Debtors on that issue.

8 MR. GEREMIA: Thank you, Your Honor. Todd Geremia
9 again for the Debtor. As Your Honor noted, our proposed --
10 revised proposed bar date, after having worked with the
11 Committee at considerable length to come to a compromise
12 with respect to the notice program, is May 28, 2021. That
13 is a revised date, after we have now agreed to an extensive
14 direct and publication notice program that will reach
15 between 88-95 percent of the population on Long Island and
16 80-87 percent more generally in New York State.

17 As Dr. Waitman, the Committee's notice expert,
18 states, that is heavy TV coverage in Long Island and there
19 will be extension publication in national newspapers and
20 magazines, and a heavy online and social media component as
21 well.

22 Our proposed -- revised proposed bar date of May
23 28th is 134 days from now. The Second Circuit has held that
24 a bar date must be set so that the claims may be identified
25 with reasonable promptness. This 134-day period is far in

1 excess of the minimums required by the bankruptcy rules and
2 the local rules of between 21 and 35 days. The Committee,
3 by contrast, as Your Honor noted at the outset, is
4 advocating for a bar date that is August 14, 2021, which is
5 215 days from now. That is not, respectfully, by any
6 stretch a reasonably prompt deadline. The May 20 --

7 THE COURT: Mr. Geremia, Mr. Geremia, let me
8 interrupt you, if I may. This I know from reading your
9 pleadings. So, let me make a couple of observations to the
10 points that you made in your pleadings. One is the argument
11 that this is -- that it's typical in bankruptcy cases to set
12 a bar date earlier than the outside date under the
13 applicable limitations period, and that's unquestionably
14 correct. The CVA is unique in terms of a statute of
15 limitations and was uniquely enacted to address the
16 interests of the abuse claimants, which are unlike those of
17 other claimants who may file cases in the State Court. So,
18 that's point number one.

19 Point number two is now, of course, we're enduring
20 COVID and the legislature in New York saw fit to extend the
21 deadline, admittedly looking at the issue from a number of
22 perspectives, and one of which was the ability of the State
23 Courts to function. And that's not an issue here and
24 everybody agrees on that.

25 But another issue was recognizing -- I believe,

1 was recognizing the burden and the trauma -- the additional
2 trauma that folks are experiencing due to COVID. And I
3 believe, as a devout follower, if you will, of everything
4 that Governor Cuomo has been doing to get us through this, I
5 believe that there's a recognition in New York, in the
6 Executive Branch and in the Legislature that folks are under
7 a particular burden now. So, that's observation number one
8 that I'd like to make.

9 Secondly, you're couching the bar date that the
10 Debtor would like in terms of what's reasonable vis-à-vis
11 the number of days. But what you're not really recognizing
12 is that ultimately the difference between what the Debtor is
13 proposing and what the Committee requests is just -- it's
14 just ten weeks. And it's not six months, it's not four
15 months -- it's just ten weeks. So, I don't view it as being
16 an enormous difference that would constitute a large
17 impediment to the case moving forward.

18 And that gets me to my second group of
19 observations, which is a lot -- there are a number of
20 statements in the Debtor's objection that say we're not
21 going to be able to move the case forward until there's a
22 bar date. So, I certainly understand the need for there to
23 be a finite universe of claims. But given the observation
24 that you make in your pleadings that you believe the vast
25 majority of the claims have already been filed and that

1 there may be some outliers, that second argument undercuts
2 the argument that the case can't go forward.

3 Clearly, the case can go forward. Clearly,
4 Debtor's counsel has been making every effort to move the
5 case forward, and I don't believe that the additional time
6 period should in any way impede progress towards, one,
7 engaging with the insurers, two, pursuing avoidance claims
8 and transfer claims that you may be pursuing, and seeking to
9 begin to create a source of recovery for the Claimant.

10 I do recognize -- the point was made in your
11 pleadings and I appreciate it and I give it weight -- that
12 from the standpoint of the diocese, you're anxious to get
13 this behind the diocese so that the diocese can continue to
14 focus on its good works and the community that it serves. I
15 don't believe the additional time period would impede the
16 diocese from being able to do that.

17 So, those are kind of some of my reactions to your
18 papers. You cite extensively to Judge Warren to me, and
19 with all due respect to Judge Warren, I think this is a very
20 different case. And, again, respectfully, I disagree with
21 Judge Warren's -- some of Judge Warren's observations. I am
22 very uncomfortable with the concept of let me set an earlier
23 date and if anyone comes along, they can make a motion for
24 cause shown for relief from the bar date.

25 To me, that's not a sound way to proceed. It

1 invites a lot of ambiguity and perhaps extra work. And I
2 can tell you in my role as presiding over the Lehman cases,
3 there's no shortage of times when folks do indeed come in
4 and say they didn't actually have notice, notwithstanding
5 the fact that there's extensive common knowledge of the
6 existence of a case.

7 So, I think you can kind of see where I'm going
8 with this but I'm happy to stop talking and let you continue
9 to persuade me to your view.

10 MR. GEREMIA: Thank you, Your Honor. And thank
11 you for elaborating on your views in that manner. I think
12 that's helpful.

13 Let me start with addressing the time period and,
14 of course, interrupt as I go if you have any questions. The
15 Committee itself also acknowledges at page 5 of its brief
16 that it is impossible to engage meaningfully with the
17 stakeholders in this case about a plan until the universe of
18 claimants is known. And in our discussions thus far with
19 insurers, we have arrived at the view that we will not have
20 meaningful discussion with respect to insurance coverage
21 until we have the known universe of those claimants.

22 THE COURT: Yeah, I just don't get that. I just
23 don't understand that. Is that the Committee's view?

24 MR. STANG: Your Honor, this is Mr. Stang for the
25 Committee. The Committee acknowledges that a gap between a

1 bankruptcy bar date and a hard statute like the CVA does
2 give rise to issues about the ability to negotiate with the
3 carriers in a comprehensive global settlement. However, it
4 does not mean that we cannot have a dialogue with the
5 carriers about their concerns on insurance coverage
6 defenses, their concerns about the adequacy of information
7 that has come in on the claims that have presented
8 themselves through the Debtor's various programs and through
9 litigation that's pending. And it also doesn't address the
10 fact that there is a host of other things, as you referenced
11 -- you mentioned avoidance actions -- that can be done while
12 the bar date's going. For example --

13 THE COURT: Yeah, I agree with you. I mean, I
14 just don't see -- of course this case is very different from
15 the financial cases, commercial cases, etc., but I simply do
16 not understand, especially -- especially when this is --
17 this may be the largest case involving abuse by members of
18 the clergy but it's not the first. I mean, I don't know the
19 exact number, Mr. Stang, I'm sure you do, but there are at
20 least several dozen. There's widely available information
21 as to the amount of settlements and dispositions in those
22 cases. You know the claims that have been filed. There may
23 be more. But you have a lot of data and a lot of work to
24 do, and to the extent that there is, I think, a shared view
25 that most of the claims have come in, I am simply not seeing

1 the reason why there could not be... Certainly I understand
2 why there can't be a final disposition, but I don't
3 understand why there can't be enormous progress between now
4 and the spring and the summer on a plan.

5 I mean, you -- because after that, there's still
6 going to have to be a lot of work to determine among the
7 Claimants who can recover, how much the recovery will be,
8 etc. So, I'm just not being persuaded that we have to stand
9 still. And, as reflected in my observations about the
10 disposition of the IAC issue, I've been leaving you to your
11 own devices because you have been making so much
12 constructive progress or because I believe that you have
13 been.

14 But I'm going to start pushing more, and expecting
15 more, and requiring more in the nature of progress. There's
16 not a scenario in which, for example, you know, to the
17 extent that I can help it, I'm going to allow very critical
18 parties to just hang back and wait.

19 MR. GEREMIA: Thank you for that, Your Honor. We
20 hear you loud and clear. And it will be particularly useful
21 if the Court applies pressure to stakeholders and,
22 significantly, the insurance carriers to proceed towards
23 meaningful discussions. You know, the Committee's view in
24 the papers was that it was impossible to do that. We
25 understand that, too. But Your Honor is in a different

1 position than the Debtor and the Committee to make something
2 happen.

3 So, we understand your views on this. I think
4 we've articulated our views in the papers, Your Honor --

5 THE COURT: Okay.

6 MR. GEREMIA: Unless you have any further
7 questions for us with respect to the bar date, we can rest
8 on our papers there.

9 THE COURT: Okay, very well. Thank you so much.
10 Mr. Stang, anything else that you wanted to say on the date
11 issue?

12 MR. STANG: No, Your Honor. I learned a while ago
13 that unless you've got questions directly for me, given your
14 comments, I'll just remain silent.

15 THE COURT: Okay, all right, thank you. All
16 right, let's leave that one there for the moment and let's
17 go on to the issue of the pictures, which is a more, in my
18 mind -- more nuanced and difficult issue.

19 MR. GEREMIA: Thank you, Your Honor. Here too we
20 have -- I want to put this in context for the Court, context
21 of which you're likely aware. But the Committee's objection
22 actually focused on how the diocese should provide a list of
23 accused priests in the bar date notice. That was not part
24 of our original notice package. We compromised with the
25 Committee on that issue and we are agreeable to providing --

1 and have proposed it in our order -- to providing a list of
2 certain accused alleged abusers in connection with the bar
3 date notice and this -- the form for that list mirrors that
4 which was worked out in connection with the earlier
5 employment order that the diocese will disclose a list of
6 alleged abusers who were found by the diocesan review board
7 have an adverse determination from the diocesan review board
8 or were involved in IRCP proceedings where an award
9 determination was made for a Claimant. So, we've agreed on
10 that. That was the focus --

11 THE COURT: Now, can I ask -- can I ask a question
12 -- can I ask a question in that regard?

13 MR. GEREMIA: Of course.

14 THE COURT: And thank you for that -- pointing
15 that out. So, that's one universe of individuals that will
16 be part of the notice, and that's helpful.

17 The concept of the pictures is to cue memory. So,
18 putting aside the use of pictures, though, is there
19 something in the bar notice that will enable potential
20 victims -- I'm trying to articulate this... In other words,
21 if somebody has a believe that they were abused and they
22 can't come up with the name, is there a mechanism to obtain
23 information about the names of those who may have been
24 employed at various locations within the diocese?

25 MR. STANG: Your Honor, this is Mr. Stang. Are

1 you asking if there's like, an employee list, a historical
2 list of all employees?

3 THE COURT: You know, I mean, I guess so. But as
4 I hear myself saying that, I suppose it doesn't matter
5 because a claim can be filed without a name. Is that true?

6 MR. STANG: The information -- yes, a claim can be
7 filed without the name.

8 THE COURT: In other words, someone can file a
9 claim that says I was a member of so-and-so parish and I
10 was, you know -- and when I was in seventh grade, I was a
11 victim and that would --

12 MR. STANG: Your Honor --

13 THE COURT: That would be sufficient?

14 MR. STANG: Your Honor, certainly the claim can be
15 filed. I apologize, I don't know that there's a specific
16 question about identification of the perpetrator. However,
17 based on my experience, I can tell you that Debtors who
18 filed Chapter 11s because of sexual abuse claims and their
19 carriers put great weight on whether the survivor can name
20 the perpetrator.

21 MR. GEREMIA: That may be true, Your Honor, but,
22 of course, a proof of claim form is prima facie evidence of
23 the claim and the burden shifts to either the Debtor or the
24 carrier as the stakeholder to show otherwise. I mean, I
25 think Mr. Stang hit on -- and Your Honor did -- that part of

1 the lack of utility in these pictures where, frankly, I
2 think the Committee is overreaching -- it's not the job of a
3 bar date notice or the Court to provide cues to creditors in
4 assisting them as to whether they have a claim to assert.

5 This is unprecedented --

6 THE COURT: Right, right, but that's where I'm
7 going with this. Hold on.

8 MR. GEREMIA: Sorry.

9 THE COURT: Hold on, sorry, I've lost part of my
10 internet connections so my Court Solutions screen is not
11 working and I can't see who's talking. Give me a moment.
12 Let me see if I can get it. All right, it's back.

13 My point is simply this: For the purposes of
14 filing a proof of claim, you need to be able -- you cannot -
15 - one cannot file a claim simply saying -- in my mind,
16 simply saying, I've been the victim of abuse. There needs
17 to be a little bit more information. Time period and place.
18 Right? And then from there -- and then from there, I mean,
19 certainly in a regular situation, if you asked me right now
20 to name -- oh, actually, I can name my grade school teachers
21 but a lot of people may not be able to name their grade
22 school teachers, you know, or other people who were in their
23 lives when they were children or teenagers.

24 In that situation, if you gave somebody a list of
25 names or an employee directory, yeah, that would help them

1 pick out the name.

2 MR. GEREMIA: Yes, well, that is --

3 THE COURT: So, I get that. I'm sorry?

4 MR. GEREMIA: I was going to say that is what we
5 are doing with the list. And we've also had experience, for
6 example, in the IRCP that there are Claimants that come
7 forward. By way of example, I can remember my second grade
8 teacher was Mrs. P but I can't remember her full name. And
9 that sort of thing happens in the IRCP --

10 THE COURT: Right.

11 MR. GEREMIA: -- where names are not provided
12 with, you know, real definition.

13 THE COURT: Right, right.

14 MR. GEREMIA: And here, for example, the location
15 where it took place, that's the kind of thing that -- we
16 have experience with that where individuals come forward, we
17 know what parish they were a part of.

18 THE COURT: Right.

19 MR. GEREMIA: That's provided in the proof of
20 claim. There's a lot of information that we've provided and
21 a list to help draw these connections.

22 THE COURT: Okay, all right, very good.

23 MR. STANG: Your Honor, this is Mr. Stang. First
24 of all, they're not providing an historical list of
25 employees. What they are providing is a list of clergy, I

1 believe it's diocesan clergy -- not even religious order
2 clergy -- I may be mistaken on that -- but a list of clergy
3 that they have determined by their own criteria are credibly
4 accused. So it is far from --

5 THE COURT: That's why -- let me interrupt you.
6 That's a subset of who -- that's a subset of what ultimately
7 would be needed. I don't disagree. My point was a
8 different one, that in order to file a prima facie claim,
9 it's my view that a victim need only file a claim stating a
10 date and a location.

11 MR. STANG: Your Honor --

12 THE COURT: And then -- sorry, I can't tell who's
13 speaking.

14 MR. STANG: This is Mr. Stang. I interrupted you.
15 I apologize.

16 THE COURT: Yeah. And after that, I think there
17 does need to be an appropriately structured process to
18 facilitate the identification. And that's where the
19 employee directory idea comes in. It doesn't provide a
20 complete list if it's only limited to those who have been --
21 as to whom a determination of credible abuse would -- you
22 know, would pertain.

23 But we're getting a little bit off the track. I
24 mean, this is in the category of how will memory be cued to
25 the extent that it's not surprising that people may not

1 remember names?

2 MR. STANG: May I make a comment about the photos,
3 though? This is --

4 THE COURT: Yeah, let's get back -- let's get back
5 to the photos.

6 MR. STANG: Well, I want -- and it goes back to
7 the issue of what can be done during the case while the bar
8 date's running. The proof of claims form was a balance
9 between getting information to all the parties in interest
10 and the burden on the survivor filling out detailed
11 information about the abuse they suffered.

12 The data in the proof of claims form will
13 facilitate negotiations. And while counsel is right that
14 it's prima facie evidence, that doesn't get us to
15 substantive negotiations. Because I can -- just look at the
16 questions the insurance companies want to add to the claim
17 form, there is never enough information. We deal with a
18 universe of imperfection information but we try to get it as
19 complete as possible.

20 So, having the pictures will help identify a
21 perpetrator without -- possibly will help -- Dr. Conte says
22 it will -- without going through formal discovery or
23 informal discovery, let's see if we can get that information
24 upfront.

25 And when you talk about people remembering

1 personalities and individuals when they were seven-eight
2 years old, often times, especially with children, clergy --
3 Catholic clergy are referred to as Father Joe, Father Sam.
4 I have met so many people who remember the priest but only
5 knew him by his first name.

6 THE COURT: Yeah, well, sure. But that's got
7 nothing to do with the pictures.

8 MR. STANG: No, it does.

9 THE COURT: Father Joe --

10 MR. STANG: It does. It will have the name under
11 it. I don't want to go to an insurance company and tell
12 them --

13 THE COURT: Hold on. No, no, I need to engage
14 with you on this point. There are pictures and there are
15 names. So, I understand your point. I accept it that, you
16 know, the difference between the individual's full name and
17 only having known him as Father Joe. I completely get that.
18 But, you know, unless -- and if we're talking about somebody
19 who experienced abuse, you know, 30 years ago, are you
20 talking about showing them a picture from 30 years ago?

21 MR. STANG: We have -- good point, Your Honor.
22 What I was going to say was, I really don't want to go to an
23 insurance company and tell them I've got 40 survivors, all
24 of whom have identified Father Joe because that may not be
25 the common perpetrator. But we have asked the diocese --

1 and, granted, the abuse occurs over a period of time. But
2 we've asked the diocese to go into the personnel files or
3 their archives, because they do press clippings of pictures
4 of people at communions, ordination anniversaries and that
5 sort of thing, and try to find a picture from the time
6 period with the diocese acknowledges that these people
7 committed acts that are now the subject of a credible
8 accusation. I don't want a picture of an 85-year old man.
9 If that's the best they've got, that's the best they've got.

10 THE COURT: Right.

11 MR. STANG: I want that picture of while he was --

12 THE COURT: Exactly. Yeah, that's not -- that's
13 not going to help. But everything that you're describing is
14 what happens at -- you know, I don't view that as part of
15 the process of helping identify Claimants so much as helping
16 develop the substance and the merits of the claims asserted.

17 So, to go back to my example, there is -- someone
18 comes forward who attended Sunday school in Rockville Center
19 in the 1990s and they allege that they were abused. You
20 have a time period, the diocese can then go back into its
21 records, figure out who was employed at that time. That
22 could be an occasion for trying to find pictures and then
23 you can go from there. But there's nothing about simply
24 using the pictures that facilitates that.

25 MR. STANG: Your Honor, look --

1 THE COURT: As a gating matter, I believe it is
2 not too much to ask a Claimant to make a claim based on a
3 date range and a location. A date range and a location.

4 MR. STANG: Your Honor --

5 MR. GEREMIA: And an abuser does not have to be
6 named on the form, Your Honor.

7 THE COURT: Correct.

8 MR. STANG: Your Honor, what this is about --

9 MR. GEREMIA: I mean, we provided -- we've worked
10 with the Committee in providing the list. That was the
11 focus of what they requested in their brief. This notion of
12 pictures, to my knowledge, has been done in one other
13 bankruptcy in New Orleans, where it wasn't a contested
14 issue. So, the notion that this is somehow necessary to cue
15 Claimants and for this process to move forward in an
16 efficient way is really not supported.

17 MR. STANG: Well, Your Honor, look, I'll end with
18 this. Two things. Number one, the claim form that has been
19 approved by the parties -- well, between the Debtor and the
20 Committee -- asks for a host of information that is not in -
21 - does not deal with the date and the location. And so what
22 we were trying to do is facilitate a process to identify
23 perpetrators in the claim form to move the -- to have an
24 additional data point and information and move the
25 negotiations forward. I think --

1 THE COURT: But it does not move -- excuse me, I'm
2 sorry. It does not move the negotiation forward for
3 somebody to file -- you know, for somebody to see a picture
4 and -- again, I am giving you hypotheticals. I am by no
5 means suggesting -- and I hope that you or any of your
6 constituents don't take it this way -- but it doesn't
7 advance the ball to show -- to have a bar date notice have
8 pictures, and then have somebody say, I was abused by that
9 person.

10 It creates -- to me, I'm balancing the creation of
11 issues, if you will, versus what the benefit will be in
12 terms of identifying additional claimants. I don't think
13 that seeing pictures at the stage of asking folks to make a
14 claim where they don't have to state the individual's name -
15 - I just don't see it makes a constructive contribution to
16 the exercise.

17 MR. STANG: Your Honor, I disagree with you but I
18 think I've exhausted my (indiscernible) --

19 THE COURT: All right. That was put in a very
20 lovely way, Mr. Stang. Thank you for that. Mr. Geremia,
21 did you want to say anything else?

22 MR. GEREMIA: Nothing further, Your Honor. We
23 will not be rejecting or bouncing claims based on failure to
24 provide a name. We agree with all of your observations.

25 THE COURT: Okay. All right, does anyone else

1 wish to be heard on either the date issue or the pictures
2 issue? Okay. Well, I think it must be fairly clear to you
3 by this point where I'm going with this. And this is not
4 just me deciding to give each of you one point, but it does
5 work out that way.

6 Based on everything that I've read and our
7 discussions this morning, I'm going to rule that the bar
8 date will be coincident with the CVA deadline. But let me
9 be clear that to the extent that there is an additional
10 extension -- and I have no special insight into that -- the
11 bar date will be the bar date. It will not be tied to
12 additional extensions of the CVA. And you may want to think
13 about putting something in the notice that indicates that.

14 I did have a concern about confusion, and I
15 definitely did not want to open the door to there being a
16 raft of motions for cause shown for relief from the bar
17 date. So, that's my ruling with respect to the date issue,
18 and I think you understand what my reasons are based on the
19 extensive colloquy that we've already had.

20 With respect to the issue of the pictures, I'm
21 going to deny the -- I am not going to require that the bar
22 date notice contain any pictures of any sort. Certainly I
23 do believe that if the negotiation and claims process
24 continues, that pictures may indeed serve a valid purpose,
25 but I'm not going to direct that those pictures be on the

1 bar date notice.

2 Okay, that brings us to the insurers' objections,
3 which I think I previewed my views on that one of the prior
4 times we've been together. So, on behalf of the insurers,
5 who would like to be heard?

6 MS. SUGAYAN: Your Honor, this is Cathy Sugayan
7 from Clyde & Co on behalf of certain London Market Insurers.
8 Can you hear me? My screen is going in and out and I want
9 to make sure my phone is working.

10 THE COURT: Yes, I can hear you. Thank you.

11 MS. SUGAYAN: Okay, thank you. So, prompt me if
12 something goes off because the screen is going on and off.
13 I apologize for that. Your Honor, London Market Insurers
14 are underwriters at Lloyd's London in London Market
15 Companies that subscribe to insurance policies that were
16 issued under a self-insured retention program to the Diocese
17 of Rockville Centre.

18 You've been talking and we've been hearing all
19 about insurance just in connection with the date issue and
20 with respect to the picture issues. So, first of all, let
21 me tell you what we're asking for, which I assume you
22 already know, and then I'd like to just spend a minute or
23 two to tell you why we're asking for it.

24 First of all, we're asking that the insurers
25 receive all of the POC forms that are submitted in this case

1 on behalf of sexual abuse victims or survivors, and not just
2 the ones that allege abuse within their respective policy
3 periods.

4 Secondly, we're asking that the POF form --

5 THE COURT: I'm sorry, can I interrupt you? But
6 that issue -- that's not before me today, right?

7 MS. SUGAYAN: It is. It was raised in our motion
8 at document number 199. We requested a change to the bar
9 date order who receive sexual abuse POCs. And it was also
10 addressed in the diocese response or reply brief that was
11 filed a couple of days ago.

12 THE COURT: A bar date motion typically doesn't
13 involve that. So, why is it that I need to resolve that
14 issue in determining when the insurers get the claims? And
15 I'm sorry, I just don't understand this one.

16 MS. SUGAYAN: Maybe -- let me just -- I can back
17 up a bit. So, in our document number 199, which was the
18 response to the diocese motion for an order establishing
19 deadlines for filing proofs of claim and other related
20 relief, our request number one is that we requested a change
21 to the bar date order. The diocese had a bar date order
22 which stated -- when you looked at their brief, it was on
23 page 31 of 71, paragraph 14 -- who receives the sexual abuse
24 proof of claims.

25 So, the diocese was proposing in the bar date

1 order that the insurers only receive the proof of claims for
2 Claimants who alleged abuse during their respective policy
3 periods. The Committee never objected to that. In fact --

4 THE COURT: Can I ask you -- hold on a second,
5 because I just -- I really don't want to deal with issues
6 that we don't -- that don't have to be dealt with. Let me
7 ask somebody from Jones Day, why does the bar date order
8 have to address that issue at all?

9 MR. GEREMIA: I think it need not, Your Honor. We
10 had that as a proposal -- as, I believe, a compromise with
11 the insurers. But we hear Your Honor. I think that
12 certainly this sort of thing can be the subject of discovery
13 in an adversary action.

14 THE COURT: But hold on. Again, going back to
15 where I started in the morning, I want this case to move
16 along swiftly. But I want this bar date issue to be
17 resolved swiftly and I don't understand why we're importing
18 into the bar date order to what extent the insurers are
19 entitled to proofs of claim. I'm just missing that.

20 MS. SUGAYAN: Your Honor, I guess I can answer.
21 I've been involved in a number of these, and typically the
22 reason is is so that the insurers get the proofs of claim as
23 they're filed. And it also has to do with the
24 confidentiality protocol, which is also part of the bar date
25 order.

1 THE COURT: Yeah, I understand about the
2 confidentiality protocol and certainly there's going to have
3 to be the proofs of claim turned over as the process
4 unfolds. My narrow, narrow issue is why this -- why isn't
5 it the case that, for the purposes of setting a bar date and
6 the content and nature of notice, why does the bar date
7 order have to address the dissemination of the proofs of
8 claim to the insurance carriers?

9 Let's table that, have the bar date order say
10 nothing on that. You folks have a conversation. If you
11 can't resolve it, you come back to me and I'll help you
12 figure it out. I just don't -- I don't want to -- we're
13 mixing apples and oranges in my mind by trying to figure
14 that out in the context of a bar date notion which enables
15 the claims process at the very threshold to move forward.

16 So, do you have an objection to an order that
17 doesn't address the issue at all one way or another?

18 MS. SUGAYAN: Your Honor, two points. I guess I
19 would like to defer to my bankruptcy counsel and the other
20 insurers. I personally don't think there's a problem
21 tabling this issue. But in addition to the issue of who
22 gets the POCs, I think that the bar date order should also
23 be looked at carefully to make sure there are not
24 confidentiality provisions in there that are going to run
25 afoul of the insurers' ability to get information later.

1 And, again, to the extent all of this gets taken
2 out and addressed separately and later, I don't have a huge
3 concern with that. But I will invite my colleagues to talk
4 about that.

5 THE COURT: Yeah, I don't see how -- I don't see
6 how the bar date order, the confidentiality around the
7 filing of the claims would at all preclude arriving at a
8 separate process for the provision of the proofs of claim
9 forms to the insurers. I'm just missing it.

10 So, let me just put that up for a vote here. To
11 the extent that -- what I'm saying is let the order be
12 silent on the issue of who gets the claim. Does anyone --
13 does the Debtor have an objection to that?

14 MR. GEREMIA: The Debtor does not and we are in
15 agreement with deferring the process for a later discussion
16 in the future, as Your Honor suggested.

17 THE COURT: Thank you. All right, and, Mr. Stang,
18 do you have a problem with that?

19 MR. STANG: Your Honor, we do not have a problem
20 with the order being silent on the issue.

21 THE COURT: Okay. And I see a Mr. Smith raising
22 your hand. Sir?

23 MR. SMITH: Your Honor, I represent Arrowood
24 Indemnity. We had joined in London's objection in that
25 regard to the bar date order, but we have no objection to

1 tabling the issue for a later date.

2 THE COURT: All right. Okay. All right, very
3 good. Okay, what's next?

4 MS. SUGAYAN: Okay, well, the other issue is that
5 we had asked for two specific questions in the POC, and I'm
6 happy to say that one of them was quite simple and we
7 reached agreement with Jones Day this morning. And that
8 one, just for the record -- we had asked that -- at part 6,
9 there was a question in the original motion on page 60 of
10 61, that didn't include the word -- have you or anyone on
11 your behalf ever asserted a claim against the Debtor?

12 And the intent for that was if someone was a minor
13 and the parent went to the diocese and reported a claim,
14 that would be someone who reported the claim on that
15 person's behalf. I think there was a misunderstanding as to
16 the request for this clarification, and now it's been agreed
17 so we don't need to talk about that.

18 THE COURT: Okay, thank you --

19 MS. SUGAYAN: The second one --

20 THE COURT: Go ahead.

21 MR. STANG: Your Honor --

22 THE COURT: Mr. Stang, yeah, go ahead.

23 MR. STANG: Thanks, Your Honor. We have signed
24 off on the question, but when you actually look at the exact
25 words, the second sentence -- the question is, have you or

1 anyone on your behalf ever asserted a claim? Then it says,
2 if you have, please state when it happened. Well, it
3 doesn't deal with the anyone on your behalf part. So, I
4 think people just need to go back and look at the second
5 sentence -- the second question, if you will --

6 THE COURT: Yeah, okay.

7 MS. SUGAYAN: -- and make it -- so, that's all.

8 THE COURT: Okay, all right, thank you. And, Mr.
9 Geremia, is that --

10 MR. GEREMIA: We'll do that too, Your Honor.

11 THE COURT: -- acceptable? Okay, very good. All
12 right, so what's the second issue then?

13 MS. SUGAYAN: So, we ask that this following
14 question be included: Please provide all facts you're aware
15 of that suggest that the diocese, or any of its officers or
16 employees, knew or should have known that the abuser was
17 abusing you or others before or during the period of time
18 when the abuse or other wrongful conduct took place.

19 This is relevant to the issue of the diocese's
20 legal liability to a plaintiff for a claim. It's also
21 relevant to a coverage issue that exists as to whether or
22 not the diocese has so much information about a perp that
23 the injury was expected and intended.

24 We ask for this question because it helps us
25 evaluate liability upfront and also coverage. I don't think

1 there's any dispute that the case law on what's required for
2 a prima facie case on a POC versus, you know, when the
3 insurers or the Debtor can later file objections or request
4 additional discovery. All we wanted to do was put the
5 question up there in front. Because what London has done in
6 these other cases is tried to get as much information as we
7 could upfront. As Mr. Stang admitted with the photos, the
8 more we can get upfront, the more robust the exchange of the
9 information, we can try to sit down, meet at the table
10 earlier and have discussions and try to resolve the cases
11 quickly and more cost effectively.

12 So, that was the reason for this request. In the
13 brief I discussed the various cases under New York law
14 which, in fact, issues are now being filed in Judge Silver's
15 and Judge Yeager's courtroom by some of the other defendants
16 who haven't filed for bankruptcy; with respect to whether or
17 not certain Claimants have stated the cause of action for
18 negligence because they need to show a duty or that there
19 was prior notice.

20 So, I gave some support as to why this is
21 necessary if the Plaintiffs want to show that they have
22 stated a cognizable legal theory with supporting legal
23 facts. And that was the reason for the question.

24 THE COURT: All right, thank you. Mr. Stang?

25 MR. STANG: Thank you, Your Honor. I understand

1 the reason for the question, but the question goes too far
2 for the purposes of a claim form. The reaction that a
3 survivor might have with response to this question is I
4 didn't protect myself. Am I to blame for what happened,
5 that I didn't alert people? Or am I to blame for my younger
6 brother being abused the next year because I didn't alert
7 someone? Did I fail to protect myself, my siblings? Did my
8 parents fail me because they didn't notify someone?

9 And so I understand why Ms. Sugayan wants the
10 question. I think that the Debtor is the best informed
11 party as to what it knew or should have known about a
12 perpetrator. And asking a survivor to go back and try to
13 recollect or experience his childhood knowledge is probably
14 relatively relevant -- it's not the best source of
15 information and --

16 THE COURT: Yeah, let me jump in here, let me jump
17 in here. I mean, there's a number of issues and I
18 appreciate and actually disagree -- I agree with your
19 statement as to what the reaction to such a question might
20 be by a survivor. So, that's very important to focus on
21 that.

22 Secondly, apart from that, again -- and I'm not
23 disputing that facts that suggest that the dioceses or its
24 officers, employees knew or should have known. That's an
25 important issue that's going to have to be gotten to. And

1 after a survivor files a claim, I would imagine there'll be
2 discussions with that individual. And that individual may
3 say, in the course of those discussions, and, you know, I
4 remember telling my... You'll have to forgive me. I'm not
5 familiar with all the different titles of -- in the diocese.
6 But what I'm positing is that, for example, a person alleges
7 that they were abused by their choir teacher, and in the
8 course of discussions with that person, they say, and I
9 remember confiding in or complaining to Sister so-and-so or
10 Father so-and-so, and that that helps with the issue or goes
11 to the issue of knowledge.

12 But I am not seeing -- I am not seeing why it
13 would be appropriate to add this to the claim form when the
14 purpose of the claim is merely to establish, you know, a
15 prima facie case. I think the information is going to be
16 critical. It's going to have to be developed quickly. But
17 my view on this is that this claims process is difficult
18 enough without adding that additional element, and I am
19 sympathetic to Mr. Stang's expressed viewpoint that it could
20 function as an impediment to the filing of a claim or create
21 unnecessary anxiety in that process.

22 I see other hands raised. Mr. Jones?

23 MR. JONES: Good morning, Your Honor. Thank you
24 for noticing my raised hand. I'm still getting used to this
25 desk port system myself.

1 THE COURT: Yes.

2 MR. JONES: Just a few thoughts on the POC form.
3 And really with respect to Mr. Stang, I would like to just
4 build upon a comment he made that these forms are important
5 for the purpose of facilitating the provision of information
6 in negotiations down the road.

7 And I've been involved in many of these cases as
8 well, and a lot of times what we do is we try to be as
9 practical as we possibly can. And we have asked, in many of
10 these cases, for a detailed proof of claim form. In this
11 regard, we've joined in Ms. Sugayan's client's request for
12 this liability question. We think it's an important
13 question. It's not relevant only to the coverage defense;
14 it is relevant to the question of liability. It's important
15 for the question of claims evaluation.

16 Your Honor, I agree with you that this is -- it's
17 a question that's going to come up down the road one way or
18 another. And, again, we try to take a practical view of
19 this and ask for the information at an early stage so that
20 we have it in one source. And it may be that if we have a
21 detailed claim form from a given Claimant, that we might be
22 in a position where we might not be asking for more
23 information with respect to that Claimant's particular
24 circumstances. But there might be some forms down the road
25 where we might want to ask for more information. We've done

1 that in other cases. And with this view, trying to obtain
2 practical -- take a practical approach and obtain the
3 information upfront rather than have a lot of discovery down
4 the road. That is really why we're asking for this
5 question. Just to have it front and center because the
6 question is going to come up one way or another.

7 And I appreciate Mr. Stang's comments on that
8 point and I don't have any basis to disagree. But, on the
9 other hand, these are important claims and it's important
10 for us to be able to evaluate them and take them into
11 account and make a reasoned decision as to what we're going
12 to do. So we do join in London's request on that issue.

13 THE COURT: All right, thank you. Can I hear from
14 the Debtor?

15 MR. GEREMIA: Yes, Your Honor. Todd Geremia for
16 the Debtor again. I think two things, roughly joined with
17 what Mr. Stang had to say, that this is not necessary in
18 connection with the proof of claim form and, specifically,
19 proof of claim, the idea is for the Claimant to come forward
20 and assert facts to support prima facie evidence of a claim.

21 This question, at best, goes to a defense or
22 affirmative defense by a nonparty. So, on that ground
23 alone, it is not something that ought to be in a proof of
24 claim form that is designed for a Claimant to be able to
25 complete without the assistance of a lawyer.

1 And, in any event, the notion of including this --
2 it is, as I said, at best, an affirmative defense that will
3 be disputed. And so the notion of including this now is not
4 only improper in connection with the proof of claim process
5 but it is misplaced as a matter of law to do that at this
6 proceeding. There will likely be litigation on this topic
7 later (indiscernible) to the place and time.

8 THE COURT: Right. Right. Well, look, I agree
9 with that. I think it's both misplaced, not required by law
10 and ill-advised. Again, in certain circumstances -- and I
11 can tell you from, you know, the Lehman case, for example,
12 when there were extensive questionnaires attached to proofs
13 of claim in connection with the filing of claims related to
14 complex financial instruments by financial institutions --
15 sure, the questions were helpful. But given both
16 observations that the Debtor has made with respect to this
17 being in the nature of an affirmative defense and the
18 sensitivities that have been raised by the Committee, I'm
19 not going to require or allow that question to be answered.

20 You know, one observation that I would like to
21 make is that this case -- the diocese wants to address these
22 claims; the diocese wants to get back to its core business,
23 if you will, of serving its constituents. This case is also
24 very much about the victims and compensating the victims.
25 And what I say in commercial cases where it's clear that

1 there's not going to be a full financial recovery to people
2 who have suffered only economic harm, if we can't give
3 Creditors money, we can give them process, we can allow them
4 to be heard, we can give them transparency and we can give
5 them information.

6 On a point like this, I hear Mr. Stang's voice
7 very loudly and clearly, frankly, above all others, that the
8 views expressed on behalf of the Claimants I give the most
9 weight, and for that reason, among others, I'm not going to
10 allow the additional question to be added to the proof of
11 claim form.

12 MR. STANG: Thank you, Your Honor.

13 THE COURT: I still see -- I still see a hand up.
14 Mr. Smith? I don't know if my comments have made your
15 comments unnecessary but I'll recognize you.

16 MR. SMITH: Thank you, Your Honor. Adam Smith on
17 behalf of Arrowood. I have nothing further to add in
18 relation to London's question. We had another question that
19 we would ask the Court to consider. I'm not sure if Your
20 Honor wanted to consider that at this time or you were still
21 commenting on London's objection.

22 THE COURT: No, I'm done with London's objection.
23 You can -- we can go to yours.

24 MR. SMITH: Thank you, Your Honor. Because our
25 question we believe is different. It does have a similar

1 purpose in that we're looking to expedite the process and to
2 facilitate later negotiations. But our question that we've
3 proposed is directly relevant to the quantum of damages that
4 the diocese may or may not be liable for to a particular
5 victim.

6 The question that we've asked be included on the
7 proof of claim form asks: Have you previously filed a
8 lawsuit, made a claim or filed a proof of claim concerning
9 sexual abuse you suffered that was committed by any other
10 individual or entity other than an abuser affiliated with a
11 church, parish, school or a diocesan organization?

12 And the question goes to the quantum of damages
13 the diocese may ultimately be responsible for for a
14 particular victim. If there's a victim out there who has
15 come forward and alleged abuse by the diocese but has
16 already filed a lawsuit or filed a claim against a
17 Scoutmaster in the Boy Scouts, that could go towards the
18 quantum of damages. It's a question that is, we think --

19 THE COURT: But let's just -- let's just -- let me
20 just give you an alternate view of that question. An
21 alternative view of that question is that an individual may
22 feel that the suggestion is being made that the person who
23 files the claim is a serial filer of claims. So that
24 certainly if there's been a previous recovery for the same
25 incident, that will come out. But on this one, I had a very

1 strong visceral reaction to this not being an appropriate
2 question at all. At all.

3 MR. SMITH: Because we had asked for prior
4 lawsuits or proof of claims or when they've already made a
5 claim, Your Honor, we did not believe it was overly
6 intrusive. We have seen other bankruptcies where similar
7 claims with questions. But given your visceral reaction,
8 I'm not going to belabor the point. We think it is
9 relevant, obviously, and an efficient way to get some
10 information that's necessary.

11 THE COURT: All right, thank you for that. Mr.
12 Stang or Mr. Geremia, do you want to say anything on this
13 one?

14 MR. STANG: Nothing from the Committee, Your
15 Honor.

16 MR. GEREMIA: Nor from the Debtor, in light of
17 your comments, Your Honor.

18 THE COURT: All right. Well, the issue is the
19 assertion of claims against this Debtor and whether or not
20 any claims that a particular Claimant may have made or
21 recovered on against some other entity related to or not
22 related to the diocese I consider to be irrelevant and would
23 be prejudicial in the context of eliciting proofs of claim
24 in this case. So, that one also will be denied.

25 All right, we've been at this for quite a long

1 time. Mr. Geremia or, Ms. Ball, if you're still listening,
2 what else do we need to do?

3 MR. GEREMIA: This is Todd Geremia for the Debtor.
4 I don't believe anything else, but I defer to Ms. Ball or
5 Mr. Rosenbloom.

6 MS. BALL: Your Honor, I think that we will have
7 to circulate revisions to the bar date order, which we will
8 undertake to do this afternoon, to be consistent with the
9 matters that you effectively ruled on today. Notably,
10 deferring the issue as to who gets proofs of claim. And we
11 will endeavor to do that this afternoon.

12 THE COURT: Yeah. Why don't we --

13 MR. STANG: Your Honor?

14 THE COURT: Yeah, go ahead, Mr. Stang. And then I
15 just want to -- with you all still here, I want to just go
16 over, point by point, what the dispositions are so that we
17 have clarity. Go ahead, Mr. Stang.

18 MR. STANG: Your Honor, yesterday -- well, my
19 comments are going to go to the form of the publication
20 notice. And the issues regarding that notice, frankly, got
21 deferred. And, yesterday, there were other perhaps more
22 significant issues that we were addressing and resolving.

23 A day or two ago, we got a markup of the
24 publication notice that we had countered. So, the Debtor
25 presented one, we countered it with Dr. Waitman's input, and

1 the Debtor responded to our comments. That is my
2 understanding of the back and forth.

3 We don't have agreement with the form of that
4 publication notice. And what I believe the issues were is
5 that we wanted a separate sexual abuse publication -- form
6 of publication notice. The Debtor had proposed combining
7 them. And we don't have a problem with the combination of
8 the notice for the general claims and the sexual abuse
9 claims in one form. The Debtor feels it needs publication
10 notice for its general claims; I don't think that it's worth
11 getting into an argument about that.

12 But we want the sexual -- we want the notice to
13 clearly state that it applies to general claims and sexual
14 abuse claims, and we want the information regarding the
15 sexual abuse claims to be the lead paragraph so that no
16 one's buried the headline of really what this case is about.
17 And I'm not saying the Debtor is trying to bury anything.
18 But from a survivor's perspective, we think -- and, frankly,
19 given what this case is about, we think that should be the
20 lead paragraph in the notice.

21 My understanding was from Ms. Michael in my office
22 and Debtor's counsel that there's still a discussion going
23 on about that. And so I would have to defer to them and
24 Debtor's counsel especially to update us on where that
25 particular matter still rests. That's it, Your Honor.

1 THE COURT: Okay.

2 MS. BALL: Your Honor?

3 THE COURT: I'm going to express optimism that
4 you're going to be able to work that out. Because the way
5 I'm hearing the issue, all you're talking about is, you
6 know, the order of the paragraph. So, until you put that on
7 my plate, I'm going to leave that there.

8 Okay, so let's go -- we have -- you have to enter
9 an order that deals -- that sets the current CVA deadline or
10 the day before, however -- I think someone said August 13th
11 as the date, and make clear that that is the date and it's
12 not subject to tag-along extension in the event that New
13 York State extends the August 14th existing CVA deadline.

14 No pictures. And there'll be the one form of
15 question that's been outlined that you agree on with respect
16 to claims filed on behalf of victims. There'll be no other
17 questions. And the order will be silent with respect to the
18 provision of proofs of claim to the insurers, and we'll
19 leave that to something else that you will work out. And I
20 think that is the list.

21 All right, is there anything else that we need to
22 discuss today?

23 MR. GEREMIA: For the Debtor, Your Honor, I'm not
24 aware of any.

25 THE COURT: Let me thank you all very much for all

1 of the work that you've done to come to construction
2 resolution of issues. It bodes well for the case going
3 forward. And I meant what I said -- I'm going to be very
4 anxiously awaiting signs of progress. And if you do need to
5 come back to me, as Ms. Ball suggested, on an issue, happy
6 to make time for you as needed.

7 So, with that, I'm going to ask you all to stay
8 safe and be well, and I will look forward to hearing from
9 you next time. That concludes our hearing for today. Thank
10 you.

11 (Whereupon these proceedings were concluded at
12 11:29 AM)

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RULINGS

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C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing transcript is a true and accurate record of the proceedings.



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Date: January 15, 2021

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EXHIBIT B

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January 6, 2021

Via E-Mail (info@andersonadvocates.com)

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**Re: The Diocese of Camden, New Jersey - Advertising
Chapter 11 – Case No. 20-21257 (JNP)**

Dear Mr. Anderson:

In the interest of working collaboratively, communicating and cooperating, I request that you provide us with a detailed summary of all advertising which has occurred in the State of New Jersey by your firm concerning survivors and incorporating the names, likeness and/or pictures of any credibly accused priests in the Diocese of Camden, New Jersey. I am specifically seeking information regarding (i) media outlets; (ii) publications; (iii) dates of publications/broadcasts; (iv) audience/circulation of publications or broadcasts; and (v) any related information available which reflects the number of persons receiving these advertisements.

Thank you for your anticipated cooperation. If you have any questions whatsoever, please contact me.

Very truly yours,

/s/ Richard D. Trenk

Richard D. Trenk

RDT/cd

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