

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

November 8, 2021

**DEBTOR’S BRIEF IN SUPPORT OF FIRST MOTION TO EXTEND ITS
EXCLUSIVITY PERIOD FOR THE FILING AND SOLICITATION OF ACCEPTANCE
OF A CHAPTER 11 PLAN AND IN REPLY TO THE OBJECTION OF THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS**

The Norwich Roman Catholic Diocesan Corporation, debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Debtor” or the “Diocese”), hereby files this reply brief (the “Reply”) in support of *Debtor’s Motion for Entry of an Order Extending Its Exclusivity Period for the Filing and Solicitation of Acceptance of a Chapter 11 Plan* (the “First Motion to Extend Exclusivity”) [Dkt. No. 330]; and in reply to the Objection of the Official Committee of Unsecured Creditors (the “Committee”) to the Debtor’s Motion for Entry of an Order Extending Its Exclusivity Period for the Filing and Solicitation of Acceptance of a Chapter 11 Plan [Dkt. No. 344] (the “Objection”). For its Reply, the Debtor states as follows:

INTRODUCTION

1. The exclusive basis of the Objection is the assertion that the Debtor’s professional fees incurred to-date in this case are “impossible,” evidencing “mismanagement” of the Debtor’s estate. But the Objection conclusively proves only one thing: the Committee is unfamiliar with how every other diocesan case has successfully reorganized. Unmoored by the background and

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor’s federal tax identification number are 7373.

context of similar cases in which diocesan entities have worked diligently to move through the bankruptcy process, the Committee has simply by-passed any pretense of working constructively to resolve this case for the benefit of both the charitable mission of the Diocese as well as the abuse claimants and, instead, has jumped straight to the nuclear option of attacking the Diocese's professionals and their fees (before even the first fee application has been filed). This type of scorched-earth litigation tactic—including a baseless threat to move to appoint a trustee—is the type of conduct that could make this case far more expensive than it needs to be, simultaneously taking dollars away from the claimants as the Diocese is compelled to respond, to educate the Committee, and to defend its right to reorganize.²

2. Debtor is mindful and well-informed of its fiduciary duties to the estate and its creditors, which is why the Debtor and counsel have worked diligently to address numerous matters that are laying the foundation to a successful reorganization of the Diocese's affairs and the fair and equitable treatment of its creditors, which are the twin overarching goals and purposes of the relief provided for by the Bankruptcy Code. Although this is not a fee application (and no professional, including the Committee, has yet to file their first fee application), as shown in the chart attached as **Exhibit A**, the fees incurred to-date are on par with fees incurred for similar phases of similarly sized diocesan chapter 11 cases. The fees are necessary and reasonable, not "impossible." The fees are also consistent with *every* comparable diocesan and religious order case filed to date, especially the more recent filings in the Second and Third Circuit (e.g., the *Buffalo, Rochester, Camden and Rockville* dioceses). *See id.* The Committee's assertions to the

² The Committee's Objection is baseless (factually and as a matter of law) and will cost the estate (and survivors) an amount equal to the fees incurred by Committee counsel to prepare and file its Objection, and for the Diocese to respond. There is no benefit to the estate (or the abuse claimants) as a result of the Objection.

contrary, including that the Diocese is violating its fiduciary duties and mismanaging its estate are frivolous and factually baseless.

3. Moreover, there is no legal basis for the Objection. This is, after all, a First Motion to Extend Exclusivity and there is no case law cited by the Committee, and none which the Debtor could find, in which the accrual of professional fees was viewed as a basis to deny a first extension of exclusivity. The chart attached as **Exhibit B** identifies how the committees in virtually *every* diocesan debtor and religious order case responded to, and the outcomes of each of the debtor's motions to extend exclusivity in those cases. There have been **30** prior diocesan cases and the committee consented to the *first* extension of exclusivity in **26** of those cases. Of the **four** cases in which the committee objected, none were sustained.³ The Committee has failed to explain why *this* case is any different than *every other* inherently complex diocesan bankruptcy.

4. Further, incurring fees for experienced legal representation to represent the Diocese competently is not mismanagement, it is prudent. And the Diocese hopes that the Committee will work collaboratively toward a consensual resolution of this case without increasing the amount of fees that need be incurred.⁴ That is squarely within the Committee's control, and it should be mindful of its duties to their constituency.⁵

³ With respect to the debtor's request for a *second* extension of exclusivity, the committee in only **2** of the cases objected and **neither** of those objections was sustained, and the debtor was granted an extension. In many of the diocesan cases, the debtors sought and obtained *third* extensions without opposition, evidencing that these complex cases require negotiated consensual resolutions. In many of the cases referenced on **Exhibit B**, the committees were represented by counsel with more experience in diocesan cases than Committee counsel in this case (who has never been in a diocesan case). Thus, they understood the complexities of cases like the Diocese case and chose to not oppose the preservation of the debtor's exclusivity.

⁴ The fees incurred to file the Objection were unnecessary and costly to the estate, causing the Diocese to have to respond and incur further costs, all of which could have been avoided. Committee counsel did not call counsel to the Diocese to discuss their concerns or attempt to come to a resolution – choosing instead to shield themselves with the limited immunity afforded lawyers in pleadings to defame the Diocese.

⁵ Ultimately, in order to increase the recoveries to abuse claimants, the claimants and Committee should focus on the contingency fees that will more significantly reduce the dollars available directly to survivors. *See, e.g., In re Archdiocese of Saint Paul and Minneapolis*, 578 B.R. 821, 823 (Bankr. D. Minn. 2017) (observing, in the context of denying confirmation of competing plans proposed by the official committee and archdiocese and sending the parties back to mediation, that “[a]nother source of funds for sexual abuse victims could be their own lawyers. All but 39 of

5. The Objection is nothing more than an assault upon the Diocese's right to be represented by counsel and to work toward a reorganization. The Committee states no other basis to deny an extension of exclusivity, and its approach is counter-productive. The Committee would do well to heed Judge Kressel's observations dealing with a similar case:

As I hope the orders denying confirmation have demonstrated, a resolution of this case will require an agreement among the Archdiocese, the victims, the parishes, and the insurance companies. It means that those parties and their lawyers must put aside their desire to win, and decide to put together a resolution that is fair to all of the *people* involved. The committee must put aside its desire for retribution. After all, whatever else the Archdiocese is, it is a corporation. Corporations do not suffer; only people suffer.

In re Archdiocese of Saint Paul and Minneapolis, 578 B.R. at 823.

6. For the reasons set forth herein, the Debtor respectfully requests that the Court overrule the Objection and enter the proposed Order Extending Exclusivity Periods for the Filing and Solicitation of Acceptance of a Chapter 11 Plan with the modification that, because the Committee has requested that the proof of claim bar date recently requested by the Debtor (*see* Bar Date Motion [Dkt. No. 323]) be extended by 30 days, the first extended exclusivity periods be set at 30 days after the bar date (to file a plan), anticipated to be approximately mid-April 2022, and 90 days after the bar date (to solicit acceptances of the plan), anticipated to be approximately mid-June 2022.

the claimants hired lawyers to complete their proofs of claim for them. In exchange, virtually all of them agreed to pay their lawyers 1/3 or so of their recovery. . . . Even under the debtor's current plan, attorneys' fees for the victims' individual lawyers could easily run between \$30 million and \$40 million, which is [a] pretty hefty sum for completing proofs of claim.") *See also*, footnote 10 on **Exhibit A**. In this case, if the "settlement trust" under any plan available for allowed abuse claimants is \$25 to \$30 million, for example, contingency fee counsel will be paid between \$8.5 and \$10 million (assuming a traditional 33.3% contingency fee, subject to Conn. Gen. Stat. s. 52-251c), even though they filed many of their state court lawsuits shortly pre-petition and engaged in no discovery, court appearances (other than brief status conferences adjourning matters for settlement discussions) or even responded to the Diocese's motions for summary judgment. As Judge Kressel noted, "pretty hefty sum for completing proofs of claims." *Id.* The Debtor's professionals will work tirelessly to maximize the recovery to all claimants but will be paid *a mere fraction* of the fees contingency counsel will extract from their clients.

DISCUSSION

I. The Standard for Extension of Exclusivity

7. Section 1121(d) of the Bankruptcy Code provides that, subject to the outer limits of 18 and 20 months, “the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section.” 11 U.S.C. § 1121(d)(1), (d)(2)(A), and (d)(2)(B).

8. As set forth in the First Motion to Extend Exclusivity, bankruptcy courts within the Second Circuit utilize a multi-factor (nine factor) analysis to determine whether “cause” exists to extend a debtor’s exclusive periods. None of those factors, however, is whether the Committee agrees with the dollar amount of professional fees before a fee application has even been filed (or is due to be filed). In fact, no case could be located that denied an extension of exclusivity based solely on an attack on professional fees. Rather, professional fees would only be relevant to this multi-factor analysis if the debtor was not actually paying them as they come due, and would concern only one of nine factors. *See, e.g., In re GMG Capital Partners III, L.P.*, 503 B.R. 596, 601-02 (Bankr. S.D.N.Y. 2014) (holding that, amongst sixth other negative factors, “despite its minimal operations, GMG is not paying its bills as they become due, and is hurtling deeper into insolvency (Factor 4)). That is not the situation here. Moreover, at this stage all the factors weigh in favor of granting an extension of exclusivity.

9. Given the unique and complex nature of diocesan bankruptcies, it is not surprising that counsel could not locate any opinions denying a first requested extension of exclusivity sought by a diocese, archdiocese, or similar Catholic entity. To the contrary, at least one reported case noted the complexity of reorganizing a religious corporation, within the context of granting a second extension of exclusivity, and resultantly held that “the debtor deserves at least one shot at presenting and confirming a plan without the distraction of a competing plan from the Committee.” *In re Catholic Bishop of N. Alaska*, No. F08-00110-DMD, 2009 WL 8412171, at *1-2 (Bankr. D.

Alaska Sept. 11, 2009); *see also* **Exhibit B** (summary chart of the outcomes on motions to extend exclusivity in diocesan bankruptcies).

II. The Committee’s Cited Cases are Not Applicable and Do Not Support a Denial of This First Requested Extension of Exclusivity

10. The cases cited by the Committee in its Objection do not concern diocesan or other religious corporation bankruptcies and in any event do not support a denial of this first extension on the facts of this case. *See* Obj. at 7, ¶ 15 (citing *In re Borders Grp., Inc.*, 460 B.R. 818, 821 (Bankr. S.D.N.Y. 2011) (granting a first extension); *In re Gen. Bearing Corp.*, 136 B.R. 361, 367 (Bankr. S.D.N.Y. 1992) (denying an extension of exclusivity in a non-complex case because the debtor failed to establish any financial ability to propose a confirmable plan and it would have no equity due to the absolute priority rule); *In re All Season Indus., Inc.*, 121 B.R. 1002, 1006 (Bankr. N.D. Ind. 1990)⁶ (declining to grant an extension of exclusivity for a boat building business that was “neither large nor unique” to await the outcome of one piece of litigation, because of the seasonality of its business, and observing that “these creditors have lost faith in the capability and perhaps the integrity of debtor’s management,” but not the accrual of professional fees); *In re Am. Fed’n of Television & Radio Artists*, 30 B.R. 772, 774 (Bankr. S.D.N.Y. 1983) (denying an extension of exclusivity in a case that was not “unusually large,” having less than twenty creditors; in which “[t]he pendency of an appeal from an adverse judgment did not constitute ‘cause’ for an extension”; and the debtor had “made no showing that it can successfully reorganize if the exclusivity periods are extended.”).

⁶ The *All Seasons Industries, Inc.* opinion from 1990, cited in the Objection, was later cited by a bankruptcy court within the Second Circuit as standing for the proposition that “the existence of litigation in various forms is to be expected in connection with a Chapter 11 case and does not, standing alone, justify extension of the exclusivity period.” *In re Sletteland*, 260 B.R. 657, 670 (Bankr. S.D.N.Y. 2001) (citing *Matter of All Seasons Indus., Inc.*, 121 B.R. 1002 (other citations omitted)).

11. Other cases cited by the Committee employ a different analysis of whether to terminate exclusivity (as opposed to extending it), are outside the jurisdiction and are factually inapposite. The lone element that the Committee attempts to latch onto—“gross mismanagement of debtor’s operations”—is part of a four-factor test that that is employed by “[o]ther courts,” but not by courts within this jurisdiction, and in any event is wholly unsupported and absent in this case. Objection at 8 (citing *In re Fansteel, Inc.*, No. 16-01823-als11, 2017 WL 782865 (2017 Bankr. LEXIS 551), at * (Bankr. S.D. Iowa, Feb. 28, 2017)⁷ (denying the Committee’s motion to reduce exclusivity and noting that “[s]ome courts have applied a four factor test to determine whether cause exists,” that “[a] majority of courts examine nine factors to determine whether to extend or terminate a debtor’s statutory period of exclusivity for cause,” and, in any event, that there was “no allegation of mismanagement of evidence of such conduct”); *In re Situation Mgmt. Sys., Inc.*, 252 B.R. 859, 860 (Bankr. D. Mass. 2000) (granting a motion to terminate exclusivity after the period had been extended five times, for over 2 years, “where the Debtor has filed a ‘new value’ plan containing a provision for sale of the equity interest and where the Debtor’s largest creditor represents it intends to make an offer for the Debtor’s equity interest.”); *In re Texaco Inc.*, 81 B.R. 806, 812-13 (Bankr. S.D.N.Y. 1988) (noting, in the context of a motion to terminate exclusivity filed after prior extensions of exclusivity, that movant failed to carry its burden to establish cause to terminate “Texaco’s exclusive right to proceed with its plan of reorganization” and citing *In re Crescent Beach Inn, Inc.*, 22 B.R. 155 (Bankr. D. Me. 1982) as an example of a case discussing “gross mismanagement of the debtor’s operations”). Notably, the *Crescent Beach Inn, Inc.* case did not find there was gross mismanagement of the debtor’s operations (examining

⁷ The *Fansteel, Inc.* opinion from 2017 cited by the Committee notes that “[a] survey of case law reveals that finding cause to reduce or terminate exclusivity is the exception, not the rule.” 2017 WL 782865, at *3 (numerous citations omitted).

issues such as overdrawn checks, “messy” books, declining sales and profits, and failure to file all reports with the United States Trustee), which was actually examined in the context of a motion to appoint a trustee, but shortened the exclusive period because of the “acrimonious relations” between the principal parties was a “major obstacle in the path to a successful reorganization in this case.” 22 B.R. at 159-61.

III. The Committee’s Opinions Regarding Professional Fees are Uninformed and Not Relevant to the Issue of Extending Exclusivity

12. In the Diocese’s case there is no evidence, credible allegation or any basis to allege mismanagement of the Debtor’s operations. As such, the Objection should be seen for what it is: an effort by the Committee to gain leverage in the forthcoming negotiations over a plan. The baseless assertions of gross mismanagement and veiled threat of a motion to move to appoint a trustee evidence an overly and unnecessarily aggressive posture by the Committee.

13. Instead, the Committee objects to the accruals of professional fees in this case. *See* Obj. at 10, ¶ 18 (asserting that the fees accrued to date “should be at a fraction (one-fifth or less) of what has been incurred here”); 10-12, ¶¶ 19 and 22 (asserting a “massive failure to properly manage this case”). Professional fees are a necessary aspect of this case (and in fact, any bankruptcy case), which have been comparable to those set forth in the chart attached as **Exhibit A**, and is not grounds to deny the Diocese an extension of exclusivity. Indeed, **Exhibit A** reflects quantitative evidence that the fees incurred to-date in this case are on par with those in other diocesan bankruptcies. The Committee simply does not know, appreciate, or wish to acknowledge this reality. Yet it made the assertions anyhow.

IV. Extending Exclusivity Will Enhance the Likelihood of Filing a Consensual Plan

14. The Committee has told the Diocese that it is not yet in a position to negotiate a plan of reorganization. As noted in the First Motion to Extend Exclusivity, the Committee has

advised that it intends to complete its investigation, including analyzing the Rule 2004 discovery (much of which the Diocese is producing today), *and* obtaining appraisals of all diocesan property on which the high schools operate (at the Diocese's expense) before engaging in discussions of a plan. With the original exclusivity period set to expire November 12, it is not realistic for a plan to be negotiated and filed by then. The Committee certainly will not be ready to file a plan. Nor will the Diocese have had any realistic opportunity to negotiate a consensual plan before the initial exclusivity period expires (which requires negotiations with (i) the Diocese's coverage provider, Catholic Mutual, (ii) Mount St. John, (iii) Christion Brothers, (iv) a future claims representative, yet to be appointed, (v) the parishes, (vi) potentially other insurance coverage providers (depending on the nature of the timely claims that are filed), (vii) counsel to the High Schools, (viii) Peoples United Bank and other potential institutional lenders, and (ix) the Committee). This surely commends that an extension is the appropriate course of action at this time, particularly when all the other factors likewise weigh in favor of granting an extension.

15. With respect to the factors relevant to determining whether to grant an extension of exclusivity, the Committee has not raised or suggested any reason why it believes that there is not a possibility of success in the Diocese reorganizing once the Committee has completed its investigation and is ready to engage in negotiations. Instead, the Committee complains that the Diocese has engaged professionals to represent it and that they charge fees. Meanwhile, the Committee is incurring fees, potentially chargeable to the estate, that will not add value or move this case forward.

16. In short, the circumstances of this case, informed by the context of similar fees incurred in similar dioceses bankruptcies (*see Exhibit A*), the frequent granting of such exclusivity extensions in other diocese cases due to the unique and complex nature of such cases

that very often require a consensual plan (*see* **Exhibit B**), and that Debtor has established legitimate reasons why the extension sought is appropriate and reasonable, indicates that the Objection should be overruled.

17. Instead of expending time preparing and filing unproductive objections, the Committee should focus on the more meaningful tasks ahead of the fiduciaries in this case, including: (i) setting and adequately noticing the bar date, (ii) identifying and seeking the retention of a “future claims representative” (needed to confirm a plan in every diocesan bankruptcy case); (iii) reviewing and analyzing the thousands of pages of material discovery shared by the Diocese regarding its assets and liabilities, (iv) reviewing and assessing the claims, once filed, (v) considering the merits of mediation in order to (vi) negotiate a consensual plan that will maximize the recovery of *all* abuse claimants.

CONCLUSION

18. The Debtor respectfully submits that it has met its burden to establish “cause” for the extension of the exclusivity periods, which due to the Committee’s request that the proof of claim bar date be extended by 30 days, Debtor respectfully requests be set 30 days after the bar date to file the plan and 90 days after the bar date to solicit acceptances of the plan. This will make the overall exclusive periods approximately 9 and 11 months, respectively, which are half of the total time periods permitted by section 1121(d)(2) of the Bankruptcy Code. Accordingly, the Debtor respectfully requests that the Court overrule the Objection and enter the proposed Order Extending Exclusive Periods for the Filing and Solicitation of Acceptance of a Chapter 11 Plan, with the modifications requested in this Reply

Dated: Hartford, CT
November 8, 2021

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CERTIFICATE OF SERVICE

I hereby certify that on November 8, 2021, a copy of the foregoing Reply and the exhibits thereto were filed electronically and shall be served as required by Local Bankruptcy Rule 9013-2(b), with notice of this filing being sent by email to all parties who received service of each filing by operation of the court's electronic filing system, or by First Class U.S. mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties in interest may access this document through the court's CM/ECF System.

/s/ Patrick M. Birney
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EXHIBIT A
(INTERIM FEE CHART)

In re The Norwich Roman Catholic Diocesan Corporation, Case No. 21-20687 (JJT)*First Interim Fees – Debtor’s Professionals Only¹*

(Excluding fees earned by court appointed claims agent)

Diocese - Archdiocese	Case No.	Claims Agent	Annual Revenue (millions)	ECF	Debtor’s Professionals			First Interim Fees (total)
					Professional	Role	Fees	
Rockville	20-12345	Epiq [ECF 33]	\$31.4 ² [ECF 300]	404	Jones Day	Bankruptcy counsel	\$3,389,307.81	\$6,761,067.79
				403	Nixon Peabody	Special counsel	\$908,294.00	
				405	Alvarez & Marsal	Financial advisors	\$1,749,704.26	
				410	Reed Smith LLP	Special insurance counsel	\$602,874.00	
				413	Sitrick & Company Inc.	Advisors	\$110,887.72	
New Orleans	20-10846	Donlin Recano [ECF 51]	\$66 [ECF 197]	682	Jones Walker LLP	Bankruptcy counsel	\$2,168,629.58	\$2,435,609.90
				681	Blank Rome LLP	Special insurance counsel	\$84,769.32	
				683	Carr, Riggs & Ingram LLC	Financial advisor	\$182,211.00	
Buffalo	20-10322	Stretto [ECF 112]	\$13 to 18 ³ [ECF 228]	755	Bond Schoeneck & King, PLLC ⁴	Bankruptcy counsel	\$833,224.79 ⁵	\$1,745,640.71
				756	Blank Rome LLP	Special insurance counsel	\$234,018.00	
				1080	Hodgson Russ LLP	Special counsel	\$11,687.57	
				762	Phoenix Management Services LLC	Financial advisors	\$139,856.20	
				761	Chelus, Herdzik, Speyer & Monte, PC	Special counsel	\$40,990.27	
				759	Gibson, McAskill & Crosby LLP	Special counsel	\$68,830.00	
				758	Connors LLP	Special counsel	\$191,358.88	
				757	The Tucker Group LLC	Communications consultant	\$91,946.00	
				760	Insurance Archeology Group	Insurance archeologist	\$133,729.34	

¹ Pursuant to F.R.E. 201(c), the Court may take judicial notice of the information contained herein, all of which is reflected on the official dockets of the applicable case.² Assets of \$93 million [ECF 635]³ Assets of \$31 million [ECF 228]⁴ Debtor’s counsel received \$232,000 in pre-petition compensation.⁵ Pre-petition, Debtor’s counsel was paid \$442,908.19 and received a \$232,082.90 retainer. [ECF 183]

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Wilmington	09-13560	Epiq ⁶ [ECF 32]	\$7.7 ⁷ [ECF 146]	759	Young Conway	Debtor's counsel	\$1,077,498.43	\$1,413,372.36⁸
				802	The Rainmakers Group LLC	Advisors	\$335,873.93	
St. Paul	15-30125		\$25 ⁹ [ECF 92]	324	Briggs and Morgan	Bankruptcy counsel	\$1,305,062.54	\$1,396,829.08¹⁰
				322	BGA Management LLC	Business management	\$46,062.00	
				323	Meier Kennedy & Quinn	Accountants	\$45,704.54	
Rochester	19-20905	Stretto [ECF 288]	\$19.7 ¹¹ [ECF 237]	557	Bond Schoeneck & King, PLLC	Bankruptcy Counsel	\$740,875.39 ¹²	\$1,248,814.84¹³
				559	Harris Beach, PLLC	Special counsel	\$334,489.34	
				560	Nixon Peabody LLP	Special counsel	\$12,040.00	
				561	Blank Rome LLP	Special counsel	\$161,410.11	
Santa Fe	18-13027		\$9.8 ¹⁴ [ECF 95]	265	Elsaesser Anderson	Bankruptcy counsel	\$247,395.38	\$1,179,143.55
				507	Blank Rome LLP	Special insurance counsel	\$442,830.20	
				551	REDN, LLC	Accountants	\$124,514.81	
				290	Selzner Winter Warburton	Special counsel	\$164,913.93	
				266	King Industries Corp.	Accountants	\$44,466.13	
				262	Walker & Associates, PC	Attorneys for Debtor	\$155,023.10	
Norwich	21-20687	Epiq [ECF 168]	\$13.5 ¹⁵ [ECF 278]	338	Ice Miller LLP	Bankruptcy counsel	\$532,748.50	\$1,052,513.50
				337	GlassRatner Advisory d/b/a B. Riley	Financial advisors	\$342,916.50	

⁶ Formerly Garden City Group LLC.

⁷ Assets of \$19.4 million [ECF 146]

⁸ All fees *approved* following analysis by a court a Fee Examiner.[ECF 213, 368, 759 and 802]

⁹ Assets of \$45 million [ECF 92]

¹⁰ Fees for entire case for Debtor's attorneys were \$13.6 million, but the lead contingency counsel to abuse claimants was paid up to \$70 million (35% contingency) from the plan settlement funds of \$210 million, leaving \$136.5 million for the 450 abuse claimants and other trust claimants. The aggregate of *all* other bankruptcy professionals (including counsel to the creditors committee) for the entire case was \$26 million, or 1/3 of contingency fee plaintiffs' counsel. *See, Marie T. Reilly, Catholic Dioceses in Bankruptcy*, 49 Seton Hall L. Rev. 871, 909-12 & 912 n.244 (noting that "sexual abuse claimants' lawyers may be a source of plan funding" as "33% contingency fees ... would range between \$30 and \$40 million dollars").

¹¹ Assets of \$67.9 million [ECF 237]

¹² Pre-petition, Debtor's counsel was paid \$438,251.40 and received a \$200,000 retainer. [ECF 83-2]

¹³ All of the debtor's professional fees were granted over the objection of the United States Trustee. [ECF 538]

¹⁴ Assets of \$52 million [ECF 95]

¹⁵ Assets of \$21.8 million [ECF 277]

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				335	Robinson & Cole LLP	Bankruptcy co-counsel	\$171,986.50	
				336	Brown Jacobson PC	Special counsel	\$4,862.00	
Camden	20-21257	Prime Clerk [ECF 55]	\$53 ¹⁶ [ECF 1]	898	Trenk Isabel PC	Bankruptcy counsel	\$269,186.98	\$804,418.54
				658	McManimon Scotland & Baumann LLC ¹⁷	Bankruptcy counsel	\$353,402.16	
				662	Cooper Levenson PA	Special counsel	\$34,815.80	
				663	Eisner Amper LLP	Financial advisors	\$147,013.60	
Syracuse	20-30663	Stretto [ECF 115]	\$7.3 ¹⁸ [ECF 48]	232	Bond Schoeneck & King, PLLC	Bankruptcy counsel	\$193,375.64 ¹⁹	\$371,662.38
				375	McKenzie Hughes	Special counsel	\$90,674.00	
				233	Blank Rome	Special insurance counsel	\$87,612.74	

4887-1765-7346.1

¹⁶ Assets of \$53.5 million [ECF 1]¹⁷ Debtor's counsel received \$176,733.88 in pre-petition compensation, plus a \$150,000 retainer.¹⁸ Assets of \$11.7 million. [ECF 48]¹⁹ Bond Schoeneck & King PLLC was paid a \$191,237.40 retainer [ECF 91], and its second interim application for compensation was for \$706,221.00 [ECF 698].

EXHIBIT B

DIOCESAN EXCLUSIVITY EXTENSION CHART

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Diocese of Camden, NJ	20-21257 (Bankr. D.N.J. 2020)	First Motion [Dkt. No. 252]	90 days	No objection. Committee Statement [Dkt. No. 283] Debtor Response [Dkt. No. 288]	Granted	90 days	1/29/2021	Currently 11/25/2021; Debtor has pending request for extension to 2/23/2022.
		Second Motion [Dkt. No. 541]	90 days	No objections or responses.	Granted	90 days		
		Third Motion [Dkt. No. 678]	120 days	No initial objection. Objection by Committee to extension beyond 90 days (via email, referenced in Dkt. No. 826) . Cross-motion by Committee seeking to file plan (sealed) [Dkt. No. 882] Debtor Response [Dkt. No. 910]	Granted Initial: [Dkt. No. 703] Amended: [Dkt. No. 922]	Initial: 120 days (11/25 for non-Committee) 90 days (8/31 for Committee; must file any objection to extension beyond 90 days on/before 90 th day) Amended: Extended Committee deadline to 11/25 as well		
		Fourth Motion [Dkt. No. 932]	120 days	None filed as of 11/6/2021	Pending	N/A		
Diocese of Rockville Centre, NY	20-12345 (Bankr. S.D.N.Y. 2020)	First Motion [Dkt. No. 287]	120 days	No objections or responses.	Granted	120 days	1/29/2020	Currently 1/29/2022
		Second Motion [Dkt. No. 475]	125 days	No objections or responses.	Granted	125 days		
		Third Motion [Dkt. No. 723]	120 days	No objections or responses.	Granted	120 days		

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Diocese of Syracuse, NY	20-30663 (Bankr. N.D.N.Y. 2020)	First Motion [Dkt. No. 123]	90 days	Limited Response—no objection [Dkt. No. 146]	Granted	90 days	10/17/2020	12/19/2021
		Second Motion [Dkt. No. 269]	88 days	No objection or response.	Granted	88 days		
		Third Motion [Dkt. No. 465]	123 days	No objection or response.	Granted	123 days		
		Fourth Motion [Dkt. No. 672]	96 days	No objection or response.	Granted	96 days		
Archdiocese of New Orleans, LA	20-10846 (Bankr. E.D. La. 2020)	First Motion [Dkt. No. 300]	180 days	No objections or responses.	Granted	180 days	8/31/2020	11/1/2021
		Second Motion [Dkt. No. 762]	120 days	Committee Response—no objection. [Dkt. No. 777]	Granted	120 days		
		Third Motion [Dkt. No. 914]	125 days	No objections or responses.	Granted	125 days		
Diocese of Harrisburg, PA	20-00599 (Bankr. M.D. Pa. 2020)	First Motion [Dkt. No. 318]	180 days	No objections or responses.	Granted	180 days	6/18/2020	8/19/2021
		Second Motion [Dkt. No. 481]	90 days	No objections or responses.	Granted	90 days		
		Third Motion [Dkt. No. 556]	120 days	No objections or responses.	Granted	120 days		
		Fourth Motion [Dkt. No. 623]	37 days	No objections or responses.	Granted	37 days		
Diocese of Buffalo, NY	20-10322 (Bankr. W.D.N.Y. 2020)	First Motion [Dkt. No. 387]	90 days	No objections or responses.	Granted	90 days	6/27/2020	8/28/2021
		Second Motion [Dkt. No. 544]	90 days	No objections or responses.	Granted	90 days		
		Third Motion [Dkt. No. 728]	120 days	No objections or responses.	Granted	120 days		
		Fourth Motion [Dkt. No. 992]	127 days	No objections or responses.	Granted	127 days		

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Diocese of St. Cloud, MN	20-60337 (Bankr. D. Minn. 2019)	Yes [Dkt. No. 93]	110 days	No objections or responses.	Granted	110 days	10/13/2020	1/31/2021
Diocese of Rochester, NY	19-20905 (Bankr. W.D.N.Y. 2019)	First Motion [Dkt. No. 338]	90 days	Committee Response—no objection [Dkt. No. 346]	Granted	90 days	1/10/2020	3/12/2021
		Second Motion [Dkt. No. 479]	180 days	No objections or responses.	Granted	180 days		
		Third Motion [Dkt. No. 767]	101 days	No objections or responses.	Granted	101 days		
		Fourth Motion [Dkt. No. 868]	56 days	No objections or responses.	Granted	56 days		
Archdiocese of Agana, Guam	19-00010 (Bankr. D. Guam 2019)	First Motion [Dkt. No. 182]	123 days	No objections or responses.	Granted	123 days	5/16/2019	5/16/2020
		Second Motion [Dkt. No. 230]	122 days	No objections or responses.	Granted	122 days		
		Third Motion [Dkt. No. 319]	121 days	Committee Response—no objection [Dkt. No. 339]	Granted	121 days		
Archdiocese of Santa Fe, NM	18-13027 (Bankr. D.N.M. 2018)	First Motion [Dkt. No. 140]	123 days	No objections or responses.	Granted	123 days	4/2/2019	6/3/2020
		Second Motion [Dkt. No. 209]	184 days	No objections or responses.	Granted	184 days		
		Third Motion [Dkt. No. 294]	121 days	John Doe Objection [Dkt. No. 301]	Granted	121 days		
Diocese of Winona-Rochester, MN	18-33707 (Bankr. D. Minn. 2018)	First Motion [Dkt. No. 96]	184 days	No objections or responses.	Granted	184 days	3/30/2019	5/31/2020
		Second Motion [Dkt. No. 156]	183 days	No objections or responses.	Granted	183 days		
		Third Motion [Dkt. No. 194]	61 days	No objections or responses.	Granted	61 days		

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Archdiocese of San Juan, PR	18-04911 (Bankr. D.P.R. 2018)	First Motion [Dkt. No. 204]	63 days	No objections or responses.	Granted	63 days	12/27/2018	2/28/2019
		Second Motion [Dkt. No. 291]	60 days	Committee Objection [Dkt. No. 311] Debtor Motion to Strike Committee Objection for insufficient notice [Dkt. No. 332]	The docket does not include the disposition for the Second Motion.	N/A		
Crosier Fathers and Brothers	17-41681 (Bankr. D. Minn. 2017)	First Motion [Dkt. No. 81]	94 days	No objections or responses.	Granted	94 days	9/29/2017	3/31/2018
		Second Motion [Dkt. No. 106]	90 days	No objections or responses.	Granted	90 days		
Diocese of Great Falls-Billings, MT	17-60271 (Bankr. D. Mont. 2017)	No	N/A	N/A	N/A	N/A	7/29/2017	N/A
Diocese of New Ulm	17-30601 (D. Minn. 2015)	First Motion [Dkt. No. 105]	120 days	No objections or responses.	Granted	120 days	7/3/2017	6/26/2018
		Second Motion [Dkt. No. 147]	120 days	No objections or responses.	Granted	120 days		
Diocese of Duluth, MN	15-50792 (Bankr. D. Minn. 2015)	First Motion [Dkt. No. 79]	150 days	No objections or responses.	Granted	150 days	4/5/2016	6/7/2017
		Second Motion [Dkt. No. 225]	197 days	No objections or responses.	Granted	197 days		
		Third Motion [Dkt. No. 270]	82 days	No objections or responses.	Granted	82 days		

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Archdiocese of St. Paul and Minneapolis, MN	15-30125 (Bankr. D. Minn. 2015)	First Motion [Dkt. No. 152]	199 days	Consent – filed response in support [Dkt. No. 165]	Granted	199 days	5/16/2015	5/31/2016
		Second Motion [Dkt. No. 450]	6 months – offers at least 90 days notice to committees before filing plan	No objections or responses.	Granted	6 months		
Diocese of Helena, MT	14-60074 (Bankr. D. Mont. 2014)	No	N/A	N/A	N/A	N/A	5/31/2014	N/A
Diocese of Stockton, CA	14-20371 (Bankr. E.D. Cal. 2014)	First Motion [Dkt. No. 230]	183 days (6 months)	No objections or responses.	Granted	183 days (6 months)	5/15/2014	7/15/2015
		Second Motion [Dkt. No. 339]	120 days	No objections or responses.	Granted	120 days		
		Third Motion [Dkt. No. 372]	124 days	No objections or responses.	Granted	124 days		
Diocese of Gallup, NM	13-13676 (Bankr. D.N.M. 2013)	First Motion [Dkt. No. 162]	180 days	No objections or responses.	Granted	180 days	3/2/2014	5/12/2015
		Second Motion [Dkt. No. 267]	246 days	No objection, subject to modifications: Committee also received exclusivity period as set forth in Dkt. No. 285.	Granted	246 days		
Christian Brothers of Ireland	11-22820 (Bankr. S.D.N.Y. 2011)	First Motion [Dkt. No. 62]	120 days	No objections or responses.	Granted	120 days	8/26/2011	10/26/2012
		Second Motion [Dkt. No. 152]	180 days	No objections or responses.	Granted	180 days		
		Third Motion [Dkt. No. 326]	127 days	No objections or responses.	Granted	127 days		

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Archdiocese of Milwaukee, WI	11-20059 (Bankr. E.D. Wis. 2011)	First Motion [Dkt. No. 204]	180 days	No objections or responses.	Granted	180 days	5/4/2011	7/5/2012
		Second Motion [Dkt. No. 458]	216 days	No objections or responses.	Granted	216 days		
		Third Motion [Dkt. No. 822]	31 days	No objections or responses.	Granted	31 days		
Diocese of Wilmington, DE	09-13560 (Bankr. D. Del. 2009)	First Motion [Dkt. No. 332]	180 days	Committee objection [Dkt. No. 349]	Granted	180 days	2/15/2010	4/19/2011
		Second Motion [Dkt. No. 585]	90 days	Consented subject to modification	Granted	63		
		Third Motion [Dkt. No. 782]	90 days	Consented	Granted	90 days		
		Fourth Motion [Dkt. No. 1025]	60 days	Consented	Granted	60 days		
		Fifth Motion [Dkt. No. 1155]	50 days	Consented	Granted	50 days		
Oregon Province, Society of Jesus	09-30938 (Bankr. D. Or. 2009)	Motion [Dkt. No. 278]	257 days	Committee objection [Dkt. No. 305]	Granted	257 days	6/17/2009	3/1/2010
Diocese of Fairbanks, Alaska	08-00110 (Bankr. D. Alaska 2008)	Stipulation [Dkt. No. 211]	199 days	Consented	Granted	199 days	6/30/2008	11/1/2009
		Stipulation [Dkt. No. 336]	75 days	Consented	Granted	75 days		
		Motion [Dkt. No. 450]	153 days	Objected [Dkt. No. 463]	Granted	(153 days – provisional) 215 days - final		
Diocese of San Diego, CA*	07-00939 (Bankr. S.D. Cal. 2007)	First Motion [Dkt. No. 625]	60 days after completion of mediation	Committee objection [Dkt. No. 728] Debtor's Reply [Dkt. No. 754]	Granted	110 days	6/27/2007	N/A
		Second Motion [Dkt. No. 1314]	60 days	Motion to Dismiss (consensual)–granted	N/A	N/A		
*consensual structured dismissal								

Diocese Name	Case Info.	Exclusivity Extension Sought?	Amount of Time Sought	Committee Response; Debtor Reply	Exclusivity Extension Disposition	Amount of Time Granted	Statutory Filing Exclusivity Expiration Date	Final Filing Exclusivity Expiration Date
Diocese of Davenport, IA	06-02229 (Bankr. S.D. Iowa 2006)	First Motion [Dkt. No. 71]	186 days	Consented	Granted	186 days	2/10/2007	11/16/2007
		Second Motion [Dkt. No. 164]	47 days	Consented	Granted	47 days		
		Third Motion [Dkt. No. 175]	46 days	Consented	Granted	46 days		
Diocese of Spokane, WA	04-08822 (Bankr. E.D. Wash. 2004)	First Motion [Dkt. No. 317]	275 days	Committee objection [Dkt. No. 346] Debtor Response [Dkt. No. 409]	Granted	45 days from Adversary Order	4/6/2005	1/16/2006
		Second Motion [Dkt. No. 867]	113 days	Consented subject to modification	Granted	98 days		
Diocese of Tucson, AZ	04-04721 (Bankr. D. Ariz. 2004)	Motion [Dkt. No. 180]	180 days	Letters filed under seal.	N/A – Debtor filed plan on petition date. [Dkt. No. 17]	N/A	3/21/2005	3/21/2005
Archdiocese of Portland, OR	04-37154 (Bankr. D. Or. 2004)	First Motion [Dkt. No. 428]	271 days	No objections or responses.	Granted	210 days	11/3/2004	2/13/2006
		Second Motion [Dkt. No. 1080]	213 days	Committee objection [Dkt. No. 1137] Debtor Reply [Dkt. No. 1144] Committee Response [Dkt. No. 1146]	Granted	167 days		
		Third Motion [Dkt. No. 2754]	91 days	Committee objection [Dkt. No. 2859]	Denied	N/A		