

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

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In re:

Case No.: 20-30663

The Roman Catholic Diocese of Syracuse,

Chapter 11

Debtor.

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The Roman Catholic Diocese of Syracuse, Church of St. Andrew the Apostle of Syracuse, N.Y. Church of St. Anthony of Padua of Syracuse, N.Y., Church of St. Daniel of Salina, N.Y., Church of St. John the Evangelist of Binghamton, N.Y., Church of St. John the Evangelist of Syracuse, N.Y., Church of St. Stanislaus of Binghamton, N.Y., Church of St. Therese, the Little Flower of Jesus and Church of St. Joan of Arc of Munnsville, N.Y., Order Minor Conventuals and St. Mary's Church of Minoa, N.Y., St. Agnes Catholic Church of Brewerton, N.Y., St. Agnes Church of Utica, N.Y., St. Agnes Roman Catholic Church of Vernon, N.Y., St. Aloysius Center of Syracuse, N.Y., St. Ambrose Church of Endicott, N.Y., St. Andrew's Church of Binghamton, N.Y., St. Ann's Roman Catholic Church of Hinckley, N.Y., St. Ann's Church of Syracuse, N.Y., St. Ann's Roman Catholic Church of Manlius, N.Y., St. Anne's Roman Catholic Church of Whitesboro, N.Y., St. Anthony of Padua Roman Catholic Church of Utica, N.Y., St. Anthony of Padua Roman Catholic Church of Chadwicks, N.Y., St. Bartholomew's Roman Catholic Church of Norwich, N.Y., St. Bernard's R.C. Church of Waterville, N.Y., St. Brigid & St. Joseph Church of Syracuse, N.Y., St. Casimir Roman Catholic Church of Endicott, N.Y., St. Catherine's Roman Catholic Church of Vernon, N.Y., St. Catherine's Roman Catholic Church of Binghamton, N.Y., St. Charles Church of Syracuse, N.Y., St. Cecelia's Roman Catholic Church of Solvay, N.Y., St. Christopher's Roman Catholic Church of Binghamton, N.Y., St. Francis X Cabrini Roman Catholic Church of Pulaski, N.Y., St. Francis Xavier Church of Marcellus, N.Y., St. George's Church of Utica, N.Y., St. James Church of Cazenovia, N.Y., St. James Roman Catholic Church of Syracuse, N.Y., St. James Roman Catholic Church of Johnson City, N.Y., St. John the Baptist Church of Rome, N.Y., St. John the Evangelist Church of Syracuse, N.Y., St. John the Evangelist Roman Catholic Church, Inc. of New Hartford, N.Y., St. John the Evangelist R.C. Church of Pulaski, N.Y., St. John's Catholic Society of Utica, N.Y., St. John's Church of North Bay, N.Y., St. John's R.C. Church of

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Adversary Proceeding No.:

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Camden, N.Y., St. John's Roman Catholic Church of Bainbridge, N.Y., St. John's Roman Catholic Church of Clay of Liverpool, N.Y., St. John's Roman Catholic Church of Oswego, N.Y., St. Joseph's Church of Camillus, N.Y., St. Joseph's Church of Oriskany Falls, N.Y., St. Joseph's Church of Lee Center, N.Y., St. Joseph's Church of Liverpool, N.Y., St. Joseph's Church of Oxford, N.Y., St. Joseph's German Catholic Church of Oneida, Inc. of Madison, N.Y., St. Joseph's Roman Catholic Church of Deposit, N.Y., St. Joseph's Roman Catholic Church of Oswego, N.Y., St. Joseph's Roman Catholic Church of Binghamton, N.Y., St. Lawrence Church of Deruyter, N.Y., St. Leo's Catholic Church of Tully, N.Y., St. Leo's Roman Catholic Church of Holland Patent, N.Y., St. Louis Roman Catholic Church of Oswego, N.Y., St. Malachy's Church of Sherburne, N.Y., St. Margaret's Church of Mattydale, N.Y., St. Margaret's Church, Inc. of Mattydale, N.Y., St. Margaret's Roman Catholic Church of Homer, N.Y., St. Marks Roman Catholic of Utica, N.Y., St. Mary of the Snows Church of Otter Lake, N.Y., St. Mary's Church and St. Mary's Cemetery Association and St. Paul's Church Star Route of Camden, N.Y., St. Mary's Church of Cortland, N.Y., St. Mary's Church of Hamilton, N.Y., St. Mary's Church of Jamesville, N.Y., St. Mary's Church of New York Mills, N.Y., St. Mary's Church of Rome, N.Y., St. Mary's Church of Utica, N.Y., St. Mary's Church (Cathedral) of Syracuse, N.Y., St. Mary of Mt. Carmel Church of Utica, N.Y., St. Mary's of the Assumption of Oswego, N.Y., St. Mary's Roman Catholic Church of Clinton, N.Y., St. Mary's R.C. Church of Pulaski, N.Y., St. Mary Star of the Sea of Mexico, N.Y., St. Michaels Church of Central Square, N.Y., St. Michaels Roman Catholic Church of Fulton, N.Y., St. Michaels Roman Catholic Church of Syracuse, N.Y., St. Mary's Roman Catholic Church of Kirkwood, N.Y., St. Matthews Roman Catholic Church of Syracuse, N.Y., St. Patrick's Church of Clayville, N.Y., St. Patrick's Church of Forestport, N.Y., St. Patrick's Church of Oneida, N.Y., St. Patrick's Church of Syracuse, N.Y., St. Patrick's Church of Truxton, N.Y., St. Patrick's R.C. Church of Chittenango, N.Y., St. Patrick's R.C. Church of Nedrow, N.Y., St. Patrick's R.C. Church and St. Anne's Church of Taberg, N.Y., St. Patrick's R.C. Church of Whitney Point, N.Y., St. Patrick's R.C. Church of Williamstown, N.Y., St. Patrick's Roman Catholic Church of Binghamton, N.Y., St. Paul's Church Corp. of Binghamton, N.Y., St. Paul's Church of Norwich, N.Y., St. Paul's Church of Rome, N.Y., St. Paul's Church of Whitesboro, N.Y., St. Paul's Roman Catholic Church of Oswego, N.Y., St. Peter's Church of Rome, N.Y., St. Peter's Church of Syracuse, N.Y., St. Peter's Roman Catholic Church of Clinton, N.Y., St. Peter's Roman Catholic Church of Utica, N.Y.,

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St. Rita's Roman Catholic Church of Chenango Forks, N.Y., St. Rose of Lima Church of No. Syracuse, N.Y., St. Stanislaus R.C. Church of Utica, N.Y., St. Stephen Protomartyr Church of Oriskany, N.Y., St. Stephen's Church of Marathon, N.Y., St. Stephens Roman Catholic Church of Oswego, N.Y., St. Stephens Slovak Church of Syracuse, N.Y., St. Theresa's Church of New Berlin, N.Y., St. Therese Church of Syracuse, N.Y., St. Thomas Aquinas RC Church of Binghamton, N.Y., St. Thomas More Foundation, Inc. of Syracuse, N.Y., St. Thomas Roman Catholic Church of New Hartford, N.Y., St. Vincent De Paul's Church of Syracuse, N.Y., St. Vincent De Paul Roman Catholic Church of Vestal, N.Y., Transfiguration Church of Rome, N.Y., Trustees of St. Anthony's Roman Catholic Church of Cortland, N.Y., Trustees of St. Francis and/or St. Mary's Churches of Durhanville, N.Y., Trustees of Roman Catholic Church St. Anthony of Padua of Endicott, N.Y., and Utica Catholic Academy of Utica, N.Y.,

Plaintiff,

v.

Arrowpoint Capital, Certain Underwriters at Lloyd's, London, Certain London Market Companies, Markel International Insurance Company Limited, CX Reinsurance Company Limited, Tenecom Limited, English & American Insurance Company, London & Edinburgh Insurance Company Limited, Dominion Insurance Company Limited, Travelers Insurance Company Limited, Bermuda Fire and Marine Insurance Company Limited, Mutual Reinsurance Company Limited, Tokio Marine & Nichido Fire Insurance Company Limited, Old Mutual International (Guernsey) Limited, Mitsui Sumitomo Insurance Company (Europe), Limited, Allianz International Insurance Company, Heddington Insurance Company (U.K.) Limited, Assicurazioni Generali S.p.A., Winterthur Swiss Insurance Company, Harper Insurance Limited, Interstate Fire & Casualty Company, Colonial Penn Insurance Company, Catholic Mutual Group, National Catholic Risk Retention Group, Merchants Mutual Insurance Company, Westchester Fire Insurance Company, Travelers Casualty and Surety Company, U.S. Fidelity and Guaranty Company, Aviva, PLC, Continental Insurance Company, TIG Insurance Company, Great American Assurance Company, Fireman's Fund Insurance Company, Traveler's Indemnity Company, North River Insurance Company, Insurance Company of North America, Hartford Fire Insurance Company, U.S. Fire Insurance Company, Hanover Insurance Company, National Surety Corporation, Continental Casualty Company, Excelsior

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Insurance Company, Royal Globe Insurance Company, Utica Mutual Insurance Company, Providence Washington Insurance Company, Arrowood Indemnity Company, SPARTA Insurance Company, Ace Property and Casualty Insurance, Traveler's Indemnity Company, Lamorak Insurance Company, Nationwide Insurance Company of America, Zurich American Insurance Company, NGM Insurance Company, Unigard Insurance Company, Andover Companies, New York Central Mutual Fire Insurance Company, Michigan Millers Mutual Insurance Company, General Insurance Company of America, and National Fire Insurance Company of Hartford,

Defendants.

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## **COMPLAINT**

The Plaintiff and Debtor, the Roman Catholic Diocese of Syracuse (the "Diocese"), by and through its attorneys, Bond, Schoeneck & King, PLLC and Blank Rome LLP, and the parishes named herein ("Parishes"), by and through their attorneys, Elsaesser Anderson, Chtd. and Woods Oviatt Gilman, LLP, brings this Complaint against Arrowpoint Capital ("Arrowpoint"), Certain Underwriters at Lloyd's, London ("Certain Underwriters at Lloyd's"), Certain London Market Companies, Markel International Insurance Company Limited ("Markel"), CX Reinsurance Company Limited ("CX"), Tenecom Limited ("Tenecom"), English & American Insurance Company ("English & American"), London & Edinburgh Insurance Company Limited ("London & Edinburgh"), Dominion Insurance Company Limited ("Dominion"), Travelers Insurance Company Limited ("Travelers Insurance"), Bermuda Fire and Marine Insurance Company Limited ("Bermuda Fire"), Mutual Reinsurance Company Limited ("Mutual Reinsurance"), Tokio Marine & Nichido Fire Insurance Company Limited ("Tokio"), Old Mutual International (Guernsey) Limited ("Old Mutual"), Mitsui Sumitomo Insurance Company (Europe), Limited ("Mitsui"), Allianz International Insurance Company Limited ("Allianz"), Heddington Insurance (U.K.) Limited ("Heddington"), Assicurazioni Generali S.p.A. ("Assicurazioni"), Winterthur Swiss

Insurance Company (“Winterthur”), Harper Insurance Limited (“Harper”), Interstate Fire & Casualty Company (“Interstate”), Colonial Penn Insurance Company (“Colonial Penn”), Catholic Mutual Group (“Catholic Mutual”), National Catholic Risk Retention Group (“National Catholic”), Merchants Mutual Insurance Company (“Merchants”), Westchester Fire Insurance Company (“Westchester Fire”), Travelers Casualty and Surety Company (“Travelers Casualty”), U.S. Fidelity and Guaranty Company (“U.S. Fidelity”), Aviva, PLC (“Aviva”), Continental Insurance Company (“CIC”), TIG Insurance Company (“TIG”), Great American Assurance Company (“Great American”), Fireman’s Fund Insurance Company (“Fireman’s Fund”), Traveler’s Indemnity Company (“Traveler’s Indemnity”), North River Insurance Company (“North River”), Insurance Company of North America (“INA”), Hartford Fire Insurance Company (“Hartford Fire”), U.S. Fire Insurance Company (“U.S. Fire”), Hanover Insurance Company (“Hanover”), National Surety Corporation (“National Surety”), Continental Casualty Company (“CNA”), Excelsior Insurance Company (“Excelsior”), Royal Globe Insurance Company (“Royal Globe”), Utica Mutual Insurance Company (“Utica”), Providence Washington Insurance Company (“Providence”), Arrowood Indemnity Company (“Arrowood”), SPARTA Insurance Company (“SPARTA”), Ace Property and Casualty Insurance (“ACE”), Traveler’s Indemnity Company (“Traveler’s Indemnity”), Lamorak Insurance Company (“Lamorak”), Nationwide Insurance Company of America (“Nationwide”), Zurich American Insurance Company (“Zurich”), NGM Insurance Company (“NGM”), Unigard Insurance Company (“Unigard”), Andover Companies (“Andover”), New York Central Mutual Fire Insurance Company (“New York Central”), Michigan Millers Mutual Insurance Company (“Michigan Millers”), General Insurance Company of America (“General Insurance”), and National Fire

Insurance Company of Hartford (“National Fire”) (collectively, the “Insurers” or “Defendants”)<sup>1</sup> and alleges as follows:

### **BACKGROUND**

1. This is an action against the Diocese and Parishes’ Insurers for breach of contract and declaratory judgment, seeking damages and a declaration of the rights, duties, and liabilities of the parties pursuant to the terms of certain insurance policies and/or certificates. Further, this is an action seeking declaratory relief to determine the rights of the above-named debtor in said insurance policies and the extent to which that interest may be property of the estate under 11 U.S.C. § 541.

2. Effective August 14, 2019, the New York State Legislature enacted the Child Victims Act (“CVA”), which allows claimants to file and pursue previously time-barred claims alleging sexual abuse. Prior to the CVA, the statute of limitations prevented claimants from asserting such claims.

3. As a result of the CVA, multiple claims and suits alleged that the Diocese and/or the Parishes are liable for damages stemming from its purported negligence in connection with the alleged sexual abuse injuries (the “Underlying Actions and Claims”).

4. As a result of the CVA, Underlying Actions and Claims may continue to be alleged against the Diocese and/or Parishes alleging that the Diocese and/or Parishes are liable for damages stemming from their purported negligence in connection with the alleged sexual abuse injuries.

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<sup>1</sup> The Diocese was also insured by the following insolvent insurance companies, which are not defendants to this lawsuit: Excess Insurance Company, Bellefonte Insurance Company Limited, Pine Top Insurance Company, Lexington Insurance Company, North Atlantic Insurance Company Limited, Union America Insurance Company, Mentor Insurance Company (UK) Limited, Unionamerica Insurance Company, Stronghold Insurance Company, Sovereign Marine & General Insurance Company, and Walbrook Insurance Company Limited.

### **THE PARTIES**

5. The Diocese is a not-for-profit religious corporation, existing under the laws of the State of New York, with the episcopal see and principal place of business in Syracuse, New York. The Diocese was established on November 26, 1886 and encompasses seven counties in Central and South-Central New York State.

6. Plaintiff Church of St. Andrew the Apostle of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

7. Plaintiff Church of St. Anthony of Padua of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

8. Plaintiff Church of St. Daniel of Salina is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

9. Plaintiff Church of St. John the Evangelist of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

10. Plaintiff Church of St. John the Evangelist of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

11. Plaintiff Church of St. Stanislaus of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

12. Plaintiff Church of St. Therese, the Little Flower of Jesus and Church of St. Joan of Arc of Munnsville is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

13. Plaintiff Order Minor Conventuals and St. Mary's Church of Minoa is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

14. Plaintiff St. Agnes Catholic Church of Brewerton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

15. Plaintiff St. Agnes Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

16. Plaintiff St. Agnes Roman Catholic Church of Vernon is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

17. Plaintiff St. Aloysius Center of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York



18. Plaintiff St. Ambrose Church of Endicott is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

19. Plaintiff St. Andrew's Church of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

20. Plaintiff St. Ann's Roman Catholic Church of Hinckley is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

21. Plaintiff St. Ann's Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

22. Plaintiff St. Ann's Roman Catholic Church of Manlius is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

23. Plaintiff St. Anne's Roman Catholic Church of Whitesboro is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

24. Plaintiff St. Anthony of Padua Roman Catholic Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

25. Plaintiff of St. Anthony of Padua Roman Catholic Church of Chadwicks is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

26. Plaintiff St. Bartholomew's Roman Catholic Church of Norwich is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

27. Plaintiff St. Bernard's R.C. Church of Waterville is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

28. Plaintiff St. Brigid & St. Joseph Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York

29. Plaintiff St. Casimir Roman Catholic Church of Endicott is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

30. Plaintiff St. Catherine's Roman Catholic Church of Vernon is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

31. Plaintiff St. Catherine's Roman Catholic Church of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

32. Plaintiff St. Charles Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

33. Plaintiff St. Cecelia's Roman Catholic Church of Solvay is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

34. Plaintiff St. Christopher's Roman Catholic Church of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

35. Plaintiff St. Francis X Cabrini Roman Catholic Church of Pulaski is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

36. Plaintiff St. Francis Xavier Church of Marcellus is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

37. Plaintiff St. George's Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

38. Plaintiff St. James Church of Cazenovia is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

39. Plaintiff St. James Roman Catholic Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

40. Plaintiff St. James Roman Catholic Church of Johnson City is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

41. Plaintiff St. John the Baptist Church of Rome is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

42. Plaintiff St. John the Evangelist Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

43. Plaintiff St. John the Evangelist Roman Catholic Church, Inc. of New Hartford is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

44. Plaintiff St. John the Evangelist R.C. Church of Pulaski is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

45. Plaintiff St. John's Catholic Society of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

46. Plaintiff St. John's Church of North Bay is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

47. Plaintiff St. John's R.C. Church of Camden is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

48. Plaintiff St. John's Roman Catholic Church of Bainbridge is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

49. Plaintiff St. John's Roman Catholic Church of Clay of Liverpool is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

50. Plaintiff St. John's Roman Catholic Church of Oswego is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

51. Plaintiff St. Joseph's Church of Camillus is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

52. Plaintiff St. Joseph's Church of Oriskany Falls is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

53. Plaintiff's St. Joseph's Church of Lee Center is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

54. Plaintiff St. Joseph's Church of Liverpool is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

55. Plaintiff St. Joseph's Church of Oxford is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

56. Plaintiff St. Joseph's German Catholic Church of Oneida, Inc. of Madison is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

57. Plaintiff St. Joseph's Roman Catholic Church of Deposit is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

58. Plaintiff St. Joseph's Roman Catholic Church of Oswego is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

59. Plaintiff St. Joseph's Roman Catholic Church of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

60. Plaintiff St. Lawrence Church of Deruyter is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

61. Plaintiff St. Leo's Catholic Church of Tully is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

62. Plaintiff St. Leo's Roman Catholic Church of Holland Patent is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

63. Plaintiff St. Louis Roman Catholic Church of Oswego is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

64. Plaintiff St. Malachy's Church of Sherburne is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

65. Plaintiff St. Margaret's Church of Mattydale is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

66. Plaintiff St. Margaret's Church, Inc. of Mattydale is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

67. Plaintiff St. Margaret's Roman Catholic Church of Homer is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

68. Plaintiff St. Marks Roman Catholic of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

69. Plaintiff St. Mary of the Snows Church of Otter Lake is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

70. Plaintiff St. Mary's Church and St. Mary's Cemetery Association and St. Paul's Church Star Route of Camden are not-for-profit religious corporations duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

71. Plaintiff St. Mary's Church of Cortland is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

72. Plaintiff St. Mary's Church of Hamilton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

73. Plaintiff St. Mary's Church of Jamesville is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.



74. Plaintiff of St. Mary's Church of New York Mills is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

75. Plaintiff St. Mary's Church of Rome is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

76. Plaintiff St. Mary's Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

77. Plaintiff St. Mary's Church (Cathedral) of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

78. Plaintiff St. Mary of Mt. Carmel Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

79. Plaintiff St. Mary's of the Assumption of Oswego is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

80. Plaintiff St. Mary's Roman Catholic Church of Clinton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

81. Plaintiff St. Mary's R.C. Church of Pulaski is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

82. Plaintiff St. Mary Star of the Sea of Mexico is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

83. Plaintiff St. Michaels Church of Central Square is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

84. Plaintiff St. Michaels Roman Catholic Church of Fulton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

85. Plaintiff St. Michaels Roman Catholic Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

86. Plaintiff St. Mary's Roman Catholic Church of Kirkwood is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

87. Plaintiff St. Matthews Roman Catholic Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

88. Plaintiff St. Patrick's Church of Clayville is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

89. Plaintiff St. Patrick's Church of Forestport is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

90. Plaintiff St. Patrick's Church of Oneida is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

91. Plaintiff St. Patrick's Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

92. Plaintiff St. Patrick's Church of Truxton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

93. Plaintiff St. Patrick's R.C. Church of Chittenango is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

94. Plaintiff St. Patrick's R.C. Church of Nedrow is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

95. Plaintiff St. Patrick's R.C. Church and St. Anne's Church of Taberg is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

96. Plaintiff St. Patrick's R.C. Church of Whitney Point is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

97. Plaintiff St. Patrick's R.C. Church of Williamstown is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

98. Plaintiff St. Patrick's Roman Catholic Church of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

99. Plaintiff St. Paul's Church Corp. of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

100. Plaintiff St. Paul's Church of Norwich is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

101. Plaintiff St. Paul's Church of Rome is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

102. Plaintiff St. Paul's Church of Whitesboro is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

103. Plaintiff St. Paul's Roman Catholic Church of Oswego is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

104. Plaintiff St. Peter's Church of Rome is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

105. Plaintiff St. Peter's Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

106. Plaintiff St. Peter's Roman Catholic Church of Clinton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

107. Plaintiff St. Peter's Roman Catholic Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

108. Plaintiff St. Rita's Roman Catholic Church of Chenango Forks is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

109. Plaintiff St. Rose of Lima Church of No. Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

110. Plaintiff St. Stanislaus R.C. Church of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

111. Plaintiff St. Stephen Protomartyr Church of Oriskany is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

112. Plaintiff St. Stephen's Church of Marathon is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

113. Plaintiff St. Stephens Roman Catholic Church of Oswego is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

114. Plaintiff St. Stephens Slovak Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

115. Plaintiff St. Theresa's Church of New Berlin is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

116. Plaintiff St. Therese Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

117. Plaintiff St. Thomas Aquinas RC Church of Binghamton is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

118. Plaintiff St. Thomas More Foundation, Inc. of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

119. Plaintiff St. Thomas Roman Catholic Church of New Hartford is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

120. Plaintiff St. Vincent De Paul's Church of Syracuse is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

121. Plaintiff St. Vincent De Paul Roman Catholic Church of Vestal is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

122. Plaintiff Transfiguration Church of Rome is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

123. Plaintiff Trustees of St. Anthony's Roman Catholic Church of Cortland is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

124. Plaintiff Trustees of St. Francis and/or St. Mary's Churches of Durhanville is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

125. Plaintiff Trustees of Roman Catholic Church St. Anthony of Padua of Endicott is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

126. Plaintiff Utica Catholic Academy of Utica is a not-for-profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York.

127. Upon information and belief, Arrowpoint is a corporation organized under the laws of North Carolina, with its principal place of business in Charlotte, North Carolina. Upon information and belief, Arrowpoint operates in the State of New York and acquired responsibility for insurance policies issued to the Diocese and/or Parishes by Newark Insurance Company for certain time frames during which the underlying claimants allege abuse.

128. Upon information and belief, Certain Underwriters at Lloyd's and Certain London Market Companies that subscribed to certain policies and/or certificates that cover the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse, including policies bearing numbers L(C)73051701E, L(C)73051701C, L(C)73051701B, L(C)73051701A, L(C)73051701, SL3109, SL3108, SL3107, SL3579, SL3710, SL3578, SL3844, SL3578, SL3551, SL4011, SL4010, SL4008, ISL3412, and ISL3352, are domiciled in the United



Kingdom. Upon information and belief, the policies and/or certificates reflect the agreement of Certain Underwriters at Lloyd's and Certain London Market Companies to submit to the jurisdiction of any court of competent jurisdiction within the United States.

129. Upon information and belief, Markel, formerly known as Terra Nova Insurance Company Limited, is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Terra Nova Insurance Company Limited subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Terra Nova Insurance Company Limited to submit to the jurisdiction of any court of competent jurisdiction within the United States.

130. Upon information and belief, CX, formerly known as CNA Reinsurance of London, is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. CNA Reinsurance of London subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of CNA Reinsurance of London to submit to the jurisdiction of any court of competent jurisdiction within the United States.

131. Upon information and belief, Tenecom, formerly known as Yasuda Fire and Marine Insurance Company (UK) Limited, is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief,

Yasuda Fire and Marine Insurance Company (UK) Limited subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Yasuda Fire and Marine Insurance Company (UK) Limited to submit to the jurisdiction of any court of competent jurisdiction within the United States.

132. Upon information and belief, English & American is a corporation organized under the laws of the United Kingdom, with its principal place of business in Gloucester, Gloucestershire, England. English & American subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of English & American to submit to the jurisdiction of any court of competent jurisdiction within the United States.

133. Upon information and belief, London & Edinburgh is a corporation organized under the laws of the United Kingdom, with its principal place of business in Norwich, Norfolk, England. Upon information and belief, London & Edinburgh subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of London & Edinburgh to submit to the jurisdiction of any court of competent jurisdiction within the United States.

134. Upon information and belief, Dominion is a corporation organized under the laws

of the United Kingdom, with its principal place of business in Edinburgh, Scotland. Upon information and belief, Dominion subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Dominion to submit to the jurisdiction of any court of competent jurisdiction within the United States.

135. Upon information and belief, Travelers Insurance is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief Travelers Insurance acquired responsibility for insurance policies and/or certificates issued to the Diocese and/or Parishes by St. Katherine Insurance Company Limited for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of St. Katherine Insurance Company to submit to the jurisdiction of any court of competent jurisdiction within the United States.

136. Upon information and belief, Bermuda Fire is a corporation organized under the laws of Bermuda, with its principal place of business in Pembroke, Hamilton, Bermuda. Upon information and belief, Bermuda Fire subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Bermuda Fire to submit to the jurisdiction of any court of competent jurisdiction within the United States.

137. Upon information and belief, Mutual Reinsurance is a corporation organized under the laws of Bermuda. Upon information and belief, Mutual Reinsurance subscribed to certain

insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Mutual Reinsurance to submit to the jurisdiction of any court of competent jurisdiction within the United States.

138. Upon information and belief, Tokio is a corporation organized under the laws of Japan, with its principal place of business in Tokyo, Japan. Upon information and belief, Tokio subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Tokio to submit to the jurisdiction of any court of competent jurisdiction within the United States.

139. Upon information and belief, Old Mutual, formerly known as Slater, Walker Insurance Company, Ltd. ("Slater, Walker"), is a corporation organized under the laws of Guernsey. Upon information and belief, Slater, Walker subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Slater, Walker to submit to the jurisdiction of any court of competent jurisdiction within the United States.

140. Upon information and belief, Mitsui is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Mitsui acquired responsibility for insurance policies and/or certificates issued to the

Diocese and/or Parishes by Taisho Marine & Fire Insurance Company (UK) for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Taisho Marine & Fire Insurance Company (UK) to submit to the jurisdiction of any court of competent jurisdiction within the United States.

141. Upon information and belief, Allianz is a corporation organized under the laws of the United Kingdom with its principal place of business in the United Kingdom. Upon information and belief, Allianz subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Allianz to submit to the jurisdiction of any court of competent jurisdiction within the United States.

142. Upon information and belief, Heddington is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Heddington subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Heddington to submit to the jurisdiction of any court of competent jurisdiction within the United States.

143. Upon information and belief, Assicurazioni is a corporation organized under the laws of Italy, with its principal place of business in Trieste, Italy. Upon information and belief, Assicurazioni subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon

information and belief, the policies and/or certificates reflect the agreement of Assicurazioni to submit to the jurisdiction of any court of competent jurisdiction within the United States.

144. Upon information and belief, Winterthur is a corporation organized under the laws of Switzerland, with its principal place of business in Winterthur, Switzerland. Upon information and belief, Winterthur subscribed to certain insurance policies and/or certificates that cover the Diocese and/or Parishes along with Certain Underwriters at Lloyd's and/or other London Market Companies for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Winterthur to submit to the jurisdiction of any court of competent jurisdiction within the United States.

145. Upon information and belief, Harper is a corporation organized under the laws of Bermuda. Upon information and belief, Harper acquired responsibility for insurance policies and/or certificates issued to the Diocese and/or Parishes by Turegum Insurance Company for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of Turegum Insurance Company to submit to the jurisdiction of any court of competent jurisdiction within the United States.

146. Upon information and belief, Interstate is a corporation organized under the laws of Illinois, with its principal place of business in Chicago, Illinois. Upon information and belief, Interstate operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

147. Upon information and belief, Colonial Penn is a corporation organized under the laws of the state of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, Colonial Penn operates in the State of New York and sold insurance

policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

148. Upon information and belief, Catholic Mutual is a corporation organized under the laws of Nebraska, with its principal place of business in Omaha, Nebraska. Upon information and belief, Catholic Mutual operates in the State of New York and sold insurance policies and/or certificates providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

149. Upon information and belief, National Catholic is a corporation organized under the laws of Vermont, with its principal place of business in Burlington, Vermont. Upon information and belief, National Catholic operates in the State of New York and sold insurance policies and/or certificates providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

150. Upon information and belief, Merchants is a corporation organized under the laws of New York, with its principal place of business in Buffalo, New York. Upon information and belief, Merchants sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

151. Upon information and belief, Westchester Fire is a corporation organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, Westchester Fire operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

152. Upon information and belief, Travelers Casualty, as successor in interest to Aetna Casualty and Surety Company of America (“Aetna Casualty”) is a corporation organized under

the laws of Connecticut with its principal place of business in Hartford, Connecticut. Upon information and belief, Travelers Casualty operates in the State of New York and was formerly known as Aetna Casualty, which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

153. Upon information and belief, U.S. Fidelity is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Upon information and belief, U.S. Fidelity operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

154. Upon information and belief, Aviva is a corporation organized under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Aviva acquired responsibility for insurance policies issued to the Diocese and/or Parishes by General Accident Fire and Life Assurance Corporation, Ltd. for certain time frames during which the underlying claimants allege abuse. Upon information and belief, the policies and/or certificates reflect the agreement of General Accident Fire and Life Assurance Corporation, Ltd. to submit to the jurisdiction of any court of competent jurisdiction within the United States.

155. Upon information and belief, CIC is a corporation organized under the laws of Pennsylvania, with its principal place of business in Chicago, Illinois. Upon information and belief, CIC operates in the State of New York and acquired responsibility for insurance policies issued to the Diocese and/or Parishes by Glens Falls Insurance Company, Firemen's Insurance Company of Newark, New Jersey, and Fidelity and Casualty Company of New York for certain time frames during which the underlying claimants allege abuse.



156. Upon information and belief, TIG is a corporation organized under the laws of California, with its principal place of business in Manchester, New Hampshire. Upon information and belief, TIG operates in the State of New York and acquired responsibility for insurance policies issued to the Diocese and/or Parishes by Transamerica Insurance Company for certain time frames during which the underlying claimants allege abuse.

157. Upon information and belief, Great American is a corporation organized under the laws of South Dakota, with its principal place of business in Cincinnati, Ohio. Upon information and belief, Great American operates in the State of New York and acquired responsibility for insurance policies issued to the Diocese and/or Parishes by Agricultural Insurance Company for certain time frames during which the underlying claimants allege abuse.

158. Upon information and belief, Fireman's Fund is a corporation organized under the laws of California with its principal place of business in Chicago, Illinois. Upon information and belief, Fireman's Fund operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

159. Upon information and belief, Traveler's Indemnity is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Upon information and belief, Traveler's Indemnity operates in the State of New York and sold insurance policies insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

160. Upon information and belief, North River is a corporation organized under the laws of New Jersey, with its principal place of business in Morristown, New Jersey. Upon information and belief, North River operates in the State of New York and sold insurance policies providing

coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

161. Upon information and belief, INA is a corporation organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, INA operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

162. Upon information and belief, Hartford Fire is a corporation organized under the laws of New Jersey, with its principal place of business in Hartford, Connecticut. Upon information and belief, Hartford Fire operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

163. Upon information and belief, U.S. Fire is a corporation organized under the laws of Delaware, with its principal place of business in Morristown, New Jersey. Upon information and belief, U.S. Fire operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

164. Upon information and belief, Hanover is a corporation organized under the laws of New Hampshire, with its principal place of business in Worcester, Massachusetts. Upon information and belief, Hanover operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

165. Upon information and belief, National Surety is a corporation organized under the laws of Illinois, with its principal place of business in Chicago, Illinois. Upon information and belief, National Surety operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

166. Upon information and belief, CNA is a corporation organized under the laws of Pennsylvania, with its principal place of business located in Chicago, Illinois. Upon information and belief, CNA operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

167. Upon information and belief, Excelsior is a corporation organized under the laws of New Hampshire, with its principal place of business in Boston, Massachusetts. Upon information and belief, Excelsior operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

168. Upon information and belief, Royal Globe is a corporation organized under the laws of Illinois with its principal place of business in Chicago, Illinois. Upon information and belief, Royal Globe operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

169. Upon information and belief, Utica is a corporation organized under the laws of New York, with its principal place of business in Utica, New York. Upon information and belief,

Utica sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

170. Upon information and belief, Providence is a corporation organized under the laws of Rhode Island, with its principal place of business in Warwick, Rhode Island. Upon information and belief, Providence operates in the State of New York and sold insurance policies providing coverage to the Diocese and/or Parishes for certain time frames during which the underlying claimants allege abuse.

171. Upon information and belief, Arrowood as successor in interest to American and Foreign Insurance Company (“American & Foreign”), Globe Indemnity Company (“Globe Indemnity”), and Safeguard Insurance Company (“Safeguard”), is a corporation organized under the laws of Delaware, with its principal place of business in Charlotte, North Carolina. Upon information and belief, Arrowood, formerly known as Royal Indemnity Company, operates in the State of New York and is the successor to American & Foreign, Globe Indemnity, and Safeguard, each of which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

172. Upon information and belief, SPARTA, as successor in interest to American Employers’ Insurance Company (“American Employers”), is a corporation organized under the laws of Connecticut with its principal place of business in Farmington, Connecticut. Upon information and belief, SPARTA operates in the State of New York and is the successor to American Employers, which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

173. Upon information and belief, ACE, as successor in interest to Aetna Insurance Company (“Aetna”), is a corporation organized under the laws of Pennsylvania with its principal place of business in Philadelphia. Upon information and belief, ACE operates in the State of New York and is the successor to Aetna, which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

174. Upon information and belief, Traveler’s Indemnity is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Upon information and belief, Travelers operates in the State of New York which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse

175. Upon information and belief, Lamorak, formerly known OneBeacon America Insurance Company (“OneBeacon”), which was formerly known as Commercial Union Insurance Company (“Commercial Union”), which was formerly known as Employers Commercial Union Insurance Company (“Employers Commercial Union”), is a corporation organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, Lamorak operates in the State of New York and was formerly known as OneBeacon, which was formerly known as Commercial Union, which was formerly known as Employers Commercial Union, one or more of which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

176. Upon information and belief, Nationwide is a corporation organized under the laws of Wisconsin, with its principal place of business in Columbus, Ohio. Upon information and

belief, Nationwide operates in the State of New York and sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

177. Upon information and belief, Zurich, as successor in interest to Maryland Casualty Company (“Maryland Casualty”), is a corporation organized under the laws of New York, with its principal place of business in Schaumburg, Illinois. Upon information and belief, Zurich operates in the State of New York and is the successor to Maryland Casualty or one or more other insurance companies operating under the Zurich Insurance Group, which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

178. Upon information and belief, NGM, as successor in interest to National Grange Mutual Insurance Company (“National Grange”), is a corporation organized under the laws of Florida, with its principal place of business in Jacksonville, Florida. Upon information and belief, NGM operates in the State of New York and is the successor to National Grange, which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

179. Upon information and belief, Unigard, as successor in interest to Jamestown Mutual Insurance Company (“Jamestown”), is a corporation organized under the laws of Wisconsin, with its principal place of business in Sun Prairie, Wisconsin. Upon information and belief, Unigard operates in the State of New York and is the successor to Jamestown, which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

180. Upon information and belief, Andover, as successor in interest to Merrimack Mutual Fire Ins. Co. (“Merrimack”) and Cambridge Mutual Fire Insurance Company (“Cambridge”), is a corporation organized under the laws of Massachusetts, with its principal place of business in Andover, Massachusetts. Upon information and belief Andover operates in the State of New York and is the successor to Merrimack and Cambridge which sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

181. Upon information and belief, New York Central is a corporation organized under the laws of New York, with its principal place of business in Edmeston, New York. Upon information and belief, New York Central sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

182. Upon information and belief, Michigan Millers is a corporation organized under the laws of Michigan with its principal place of business in Lansing, Michigan. Upon information and belief, Michigan Millers operates in the State of New York and sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

183. Upon information and belief, General Insurance is a corporation organized under the laws of Massachusetts with its principal place of business in Boston, Massachusetts. Upon information and belief, General Insurance operates in the State of New York and sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

184. Upon information and belief, National Fire is a corporation organized under the laws of Illinois with its principal place of business in Chicago, Illinois. Upon information and belief, National Fire operates in the State of New York and sold insurance policies and/or certificates providing coverage to the Diocese and/or one or more Parishes for certain time frames during which the underlying claimants allege abuse.

### **JURISDICTION AND VENUE**

185. On or about June 19, 2020, the Diocese filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

186. Pursuant to §§ 1107 and 1108 of the Bankruptcy Code, the Diocese continues to operate and manage its property as a debtor-in-possession.

187. This Court has personal jurisdiction over each Defendant because each Defendant has sufficient contacts with the State of New York. Further, each Defendant otherwise availed itself of the markets of New York.

188. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1334(b) because this adversary proceeding is related to the Chapter 11 case, *In re The Roman Catholic Diocese of Syracuse* pending in the United States Bankruptcy Court for the Northern District of New York, case no. 20-30663.

189. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157 insofar as it seeks to determine the extent and nature of the interests of the bankruptcy estate in certain policies and/or certificates and rights under said policies and/or certificates of insurance, under 11 U.S.C. § 541.



190. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(a) and 1391(b) because a substantial part of the events or omissions giving rise to the dispute occurred in this District, including the issuance of the respective insurance policies and/or certificates at issue.

**THE INSURANCE POLICIES AND CERTIFICATES**

191. Upon information and belief, at various times from at least the 1960s to the present, in consideration of premiums paid by the Diocese, or Parishes or Diocesan corporations, the Insurers, among others, sold or acquired responsibility for primary general liability insurance policies and/or certificates sold to the Diocese and/or its parishes, as well as certain umbrella and/or excess liability policies and/or certificates that provide coverage for the Diocese and/or Parishes (collectively, the “Insurance Policies”).

192. Upon information and belief, each of the Insurance Policies identify the Diocese and/or Parishes as an insured or an additional insured.

193. Upon information and belief, each of the Insurance Policies require the Insurers to pay on behalf of the Diocese and/or Parishes all sums that the Diocese and/or Parishes become legally obligated to pay as a result of bodily injury, as long as any part of the injury took place, and with regard to certain Insurance Policies a claim was made, during the policy period.

194. Upon information and belief, each of the Insurance Policies also requires the Insurers to pay defense costs and expenses, including attorney’s fees, incurred by the Diocese and/or Parishes in the investigation and defense of the Underlying Actions and Claims. This obligation applies even if the allegations against the Diocese and/or Parishes are groundless, false, or fraudulent.

195. Upon information and belief, the Diocese, or Parishes or Diocesan corporations, timely paid all premiums due under the Insurance Policies.

**THE UNDERLYING ACTIONS AND CLAIMS**

196. The Underlying Actions and Claims contain allegations against the Diocese and/or Parishes. The claimants in the Underlying Actions and Claims allege that the Diocese and/or Parishes were negligent, and the claimants suffered injuries resulting from alleged sexual abuse.

197. The Diocese and Parishes have fulfilled all of their duties and conditions under each of the Insurance Policies, including timely notifying Defendants of the Underlying Actions and Claims and at all times cooperating with the Insurers' reasonable requests.

198. The Diocese and Parishes are entitled to all benefits provided by the Insurance Policies.

199. The Underlying Actions and Claims are covered by the Insurance Policies.

200. The Insurers have failed to acknowledge their full coverage obligations, without reservation, to (a) defend or pay for the defense of the Diocese and Parishes and/or (b) indemnify the Diocese and Parishes, including the funding of any past and future settlements or judgments, in connection with the Underlying Actions and Claims, despite the Diocese and Parishes' timely request that they do so.

201. By failing to acknowledge their full coverage obligations to defend and/or indemnify the Diocese and Parishes in connection with some or all of the Underlying Actions and Claims, the Insurers have breached their contractual obligations to the Diocese and Parishes. Consequently, an actual and justiciable claim exists as to all Insurers named as Defendants in this action.

## **COUNT I**

### **Declaratory Judgment Against All Insurers– Duty to Defend**

202. The Diocese and Parishes repeat and reallege each and every allegation contained in paragraphs 1 through 201 above with the same force and effect as though fully set forth herein.

203. The Diocese and Parishes seek a judicial determination of the rights and duties of the Diocese, Parishes, and the Insurers with respect to an actual controversy arising out of the Insurance Policies.

204. Pursuant to the terms of the Insurance Policies, each of the Insurers is obligated to pay in full the expenditures made by the Diocese and/or Parishes to defend themselves against the Underlying Actions and Claims.

205. The Insurers have refused or failed or may refuse or fail to accept, without reservation, their legal obligations to pay in full for the Diocese and Parishes' defense of some or all of the Underlying Actions and Claims.

206. Each of the Insurers' refusal to defend the Diocese and/or Parishes constitutes a breach of the Policies.

207. An actual controversy of a justiciable nature presently exists between the Diocese, Parishes, and the Insurers concerning the proper construction of the Insurance Policies and the rights and obligations of the parties thereto with respect to the Diocese and Parishes' defense costs attributable to some or all of the Underlying Actions and Claims. The controversy is of sufficient immediacy and magnitude to justify the issuance of a declaratory judgment.

208. The issuance of declaratory relief by this Court will terminate some or all of the existing controversy between the parties.

## **COUNT II**

### **Breach of Contract Against All Insurers Seeking Damages – Duty to Defend**

209. The Diocese and Parishes repeat and reallege each and every allegation contained in paragraphs 1 through 208 above with the same force and effect as though fully set forth herein.

210. The Diocese and Parishes have incurred and may continue to incur substantial damages in the form of costs to defend itself against the Underlying Actions and Claims for which each of the Insurers is responsible pursuant to the terms of the Insurance Policies.

211. The Insurance Policies are valid and enforceable contracts providing insurance coverage for the damages incurred by the Diocese and/or Parishes.

212. The Diocese and Parishes gave timely notice to each of the Insurers of the Underlying Actions and Claims.

213. The Diocese and Parishes substantially performed all material obligations on its part to be performed under the Insurance Policies.

214. Each of the Insurers refused to accept its legal obligations to pay the Diocese and/or Parishes' defense costs in response to some or all of the Underlying Actions and Claims.

215. Each of the Insurers' failure to defend the Diocese and/or Parishes constitutes a breach of the Insurance Policies.

216. As a direct and proximate result of each of the Insurers' breach of the Insurance Policies, the Diocese and Parishes are suffering and will continue to suffer damages equal to the sums it would be entitled to recover as benefits under the Insurance Policies.

### **COUNT III**

#### **Declaratory Judgment Against All Insurers– Duty to Indemnify**

217. The Diocese and Parishes repeats and realleges each and every allegation contained in paragraphs 1 through 216 above with the same force and effect as though fully set forth herein.

218. The Diocese and Parishes seeks a judicial determination of the rights and duties of the Diocese, Parishes, and the Insurers with respect to an actual controversy arising out of the Insurance Policies.

219. Pursuant to the terms of the Insurance Policies, each of the Insurers is obligated to indemnify the Diocese and/or Parishes for, or pay on their behalf, all sums that the Diocese becomes obligated to pay, through judgment, settlement, or otherwise, arising out of the Underlying Actions and Claims.

220. The Insurers have refused or failed or may refuse or fail to accept, without reservation, their legal obligations to indemnify the Diocese and/or Parishes for the total sums that the Diocese and/or Parishes are legally obligated to pay as a result of some or all of the Underlying Actions and Claims.

221. Each of the Insurers' refusal to indemnify the Diocese and/or Parishes constitutes a breach of the Policies.

222. An actual controversy of a justiciable nature presently exists between the Diocese, Parishes, and the Insurers concerning the proper construction of the Insurance Policies and the rights and obligations of the parties thereto with respect to the Underlying Actions and Claims. The controversy is of sufficient immediacy and magnitude to justify the issuance of a declaratory judgment.

223. The issuance of declaratory relief by this Court will terminate some or all of the existing controversy between the parties.

#### **COUNT IV**

##### **Breach of Contract Against All Insurers Seeking Damages – Duty to Indemnify**

224. The Diocese and Parishes repeats and realleges each and every allegation contained in paragraphs 1 through 223 above with the same force and effect as though fully set forth herein.

225. The Diocese and/or Parishes incurred damages in the form of costs to pay settlements and/or judgments in the Underlying Actions and Claims for which the Insurers are responsible pursuant to the terms of the Insurance Policies.

226. The Policies are valid and enforceable contracts providing insurance coverage for the damages incurred by the Diocese and/or Parishes.

227. The Diocese and Parishes gave timely notice of the Underlying Actions and Claims.

228. The Diocese and Parishes substantially performed all material obligations on its part to be performed under the Insurance Policies.

229. Each of the Insurers refused to accept its legal obligations to provide coverage for the Diocese and/or Parishes in response to some or all of the Underlying Actions and Claims.

230. Each of the Insurers' failure to indemnify the Diocese and/or Parishes constitutes a breach of the Insurance Policies.

231. As a direct and proximate result of each of the Insurers' breach of the Insurance Policies, the Diocese and Parishes are suffering and will continue to suffer damages equal to the sums it would be entitled to recover as benefits under the Insurance Policies.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, the Diocese and Parishes pray for judgment as follows:

A. On Count I, the Diocese and Parishes request that this Court enter a declaratory judgment in favor of the Diocese and Parishes against each of the Insurers, declaring that each of the Insurers is severally and indivisibly obligated to pay the costs of defending the Diocese and/or Parishes against the Underlying Actions and Claims, together with attorneys' fees and costs and pre-judgment interest;

B. On Count II, the Diocese and Parishes request that this Court enter a judgment in favor of the Diocese and Parishes and severally and indivisibly against each of the Insurers, and award compensatory damages in an amount to be determined at trial, as well as pre-judgment and post-judgment interest on those amounts of defense costs which each of the Insurers wrongfully refused to pay the Diocese and/or Parishes, together with attorneys' fees and costs;

C. On Count III, the Diocese and Parishes request that this Court enter a declaratory judgment in favor of the Diocese and Parishes against each of the Insurers, declaring that each of the Insurers is severally obligated to indemnify the Diocese and/or Parishes for any judgments and/or settlements attributable to the Underlying Actions and Claims, together with attorneys' fees and costs and pre-judgment interest;

D. On Count IV, the Diocese and Parishes request that this Court enter a judgment in favor of the Diocese and Parishes and severally against each of the Insurers, and award compensatory damages in an amount to be determined at trial, as well as pre-judgment and post-judgment interest on those amounts of indemnity costs which each of the Insurers wrongfully refused to pay the Diocese and/or Parishes, together with attorneys' fees and costs;

E. Additionally, the Diocese and Parishes request such other and further relief as this Court may deem just and proper.

**JURY DEMAND**

The Diocese and Parishes request a trial by jury on any issue so triable.

Dated: January 15, 2021

Respectfully submitted,

BOND, SCHOENECK & KING PLLC

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*Counsel for the Parishes*

B1040 (FORM 1040) (12/15)

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> The Roman Catholic Diocese of Syracuse, New York, et al (See Schedule 1 attached)	<b>DEFENDANTS</b> Arrowpoint Capital, et al (See Schedule 1 attached)	
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.) Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, NY 13202 Telephone: (315) 218-8000	<b>ATTORNEYS</b> (If Known)	
<b>PARTY</b> (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)  Breach of contract and declaratory judgment, seeking a declaration of the rights, duties, and liabilities of the parties pursuant to the terms of certain insurance policies relating to the CVA Claims and for monetary damages. Further, the plaintiffs seek declaratory relief to determine the extent of the rights of the Diocese in the policies and the extent to which that interest may be property of the estate under 11 U.S.C. Section 541.		
<b>NATURE OF SUIT</b>  (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input checked="" type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought		

**B1040 (FORM 1040) (12/15)**

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR The Roman Catholic Diocese of Syracuse, New York		BANKRUPTCY CASE NO. 20-30663
DISTRICT IN WHICH CASE IS PENDING Northern District of New York	DIVISION OFFICE Syracuse	NAME OF JUDGE Cangilos-Ruiz
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)  /s/ Stephen A. Donato		
DATE January 15, 2021	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Stephen A. Donato	

### INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

**Schedule 1**

List of Plaintiffs and Defendants to Adversary Proceeding

**Plaintiffs**

1. The Roman Catholic Diocese of Syracuse
2. Church of St. Andrew the Apostle of Syracuse, N.Y.
3. Church of St. Anthony of Padua of Syracuse, N.Y.
4. Church of St. Daniel of Salina, N.Y.
5. Church of St. John the Evangelist of Binghamton, N.Y.
6. Church of St. John the Evangelist of Syracuse, N.Y.
7. Church of St. Stanislaus of Binghamton, N.Y.
8. Church of St. Therese, the Little Flower of Jesus and Church of St. Joan of Arc of Munnsville, N.Y.
9. Order Minor Conventuals and St. Mary's Church of Minoa, N.Y.
10. St. Agnes Catholic Church of Brewerton, N.Y.
11. St. Agnes Church of Utica, N.Y.
12. St. Agnes Roman Catholic Church of Vernon, N.Y.
13. St. Aloysius Center of Syracuse, N.Y.
14. St. Ambrose Church of Endicott, N.Y.
15. St. Andrew's Church of Binghamton, N.Y.
16. St. Ann's Roman Catholic Church of Hinckley, N.Y.
17. St. Ann's Church of Syracuse, N.Y.
18. St. Ann's Roman Catholic Church of Manlius, N.Y.
19. St. Anne's Roman Catholic Church of Whitesboro, N.Y.
20. St. Anthony of Padua Roman Catholic Church of Utica, N.Y.
21. St. Anthony of Padua Roman Catholic Church of Chadwicks, N.Y.
22. St. Bartholomew's Roman Catholic Church of Norwich, N.Y.
23. St. Bernard's R.C. Church of Waterville, N.Y.
24. St. Brigid & St. Joseph Church of Syracuse, N.Y.
25. St. Casimir Roman Catholic Church of Endicott, N.Y.
26. St. Catherine's Roman Catholic Church of Vernon, N.Y.
27. St. Catherine's Roman Catholic Church of Binghamton, N.Y.
28. St. Charles Church of Syracuse, N.Y.
29. St. Cecelia's Roman Catholic Church of Solvay, N.Y.
30. St. Christopher's Roman Catholic Church of Binghamton, N.Y.
31. St. Francis X Cabrini Roman Catholic Church of Pulaski, N.Y.
32. St. Francis Xavier Church of Marcellus, N.Y.
33. St. George's Church of Utica, N.Y.
34. St. James Church of Cazenovia, N.Y.
35. St. James Roman Catholic Church of Syracuse, N.Y.
36. St. James Roman Catholic Church of Johnson City, N.Y.
37. St. John the Baptist Church of Rome, N.Y.
38. St. John the Evangelist Church of Syracuse, N.Y.
39. St. John the Evangelist Roman Catholic Church, Inc. of New Hartford, N.Y.

40. St. John the Evangelist R.C. Church of Pulaski, N.Y.
41. St. John's Catholic Society of Utica, N.Y.
42. St. John's Church of North Bay, N.Y.
43. St. John's R.C. Church of Camden, N.Y.
44. St. John's Roman Catholic Church of Bainbridge, N.Y.
45. St. John's Roman Catholic Church of Clay of Liverpool, N.Y.
46. St. John's Roman Catholic Church of Oswego, N.Y.
47. St. Joseph's Church of Camillus, N.Y.
48. St. Joseph's Church of Oriskany Falls, N.Y.
49. St. Joseph's Church of Lee Center, N.Y.
50. St. Joseph's Church of Liverpool, N.Y.
51. St. Joseph's Church of Oxford, N.Y.
52. St. Joseph's German Catholic Church of Oneida, Inc. of Madison, N.Y.
53. St. Joseph's Roman Catholic Church of Deposit, N.Y.
54. St. Joseph's Roman Catholic Church of Oswego, N.Y.
55. St. Joseph's Roman Catholic Church of Binghamton, N.Y.
56. St. Lawrence Church of Deruyter, N.Y.
57. St. Leo's Catholic Church of Tully, N.Y.
58. St. Leo's Roman Catholic Church of Holland Patent, N.Y.
59. St. Louis Roman Catholic Church of Oswego, N.Y.
60. St. Malachy's Church of Sherburne, N.Y.
61. St. Margaret's Church of Mattydale, N.Y.
62. St. Margaret's Church, Inc. of Mattydale, N.Y.
63. St. Margaret's Roman Catholic Church of Homer, N.Y.
64. St. Marks Roman Catholic of Utica, N.Y.
65. St. Mary of the Snows Church of Otter Lake, N.Y.
66. St. Mary's Church and St. Mary's Cemetery Association and St. Paul's Church Star Route of Camden, N.Y.
67. St. Mary's Church of Cortland, N.Y.
68. St. Mary's Church of Hamilton, N.Y.
69. St. Mary's Church of Jamesville, N.Y.
70. St. Mary's Church of New York Mills, N.Y.
71. St. Mary's Church of Rome, N.Y.
72. St. Mary's Church of Utica, N.Y.
73. St. Mary's Church (Cathedral) of Syracuse, N.Y.
74. St. Mary of Mt. Carmel Church of Utica, N.Y.
75. St. Mary's of the Assumption of Oswego, N.Y.
76. St. Mary's Roman Catholic Church of Clinton, N.Y.
77. St. Mary's R.C. Church of Pulaski, N.Y.
78. St. Mary Star of the Sea of Mexico, N.Y.
79. St. Michaels Church of Central Square, N.Y.
80. St. Michaels Roman Catholic Church of Fulton, N.Y.
81. St. Michaels Roman Catholic Church of Syracuse, N.Y.
82. St. Mary's Roman Catholic Church of Kirkwood, N.Y.
83. St. Matthews Roman Catholic Church of Syracuse, N.Y.
84. St. Patrick's Church of Clayville, N.Y.

85. St. Patrick's Church of Forestport, N.Y.
86. St. Patrick's Church of Oneida, N.Y.
87. St. Patrick's Church of Syracuse, N.Y.
88. St. Patrick's Church of Truxton, N.Y.
89. St. Patrick's R.C. Church of Chittenango, N.Y.
90. St. Patrick's R.C. Church of Nedrow, N.Y.
91. St. Patrick's R.C. Church and St. Anne's Church of Taberg, N.Y.
92. St. Patrick's R.C. Church of Whitney Point, N.Y.
93. St. Patrick's R.C. Church of Williamstown, N.Y.
94. St. Patrick's Roman Catholic Church of Binghamton, N.Y.
95. St. Paul's Church Corp. of Binghamton, N.Y.
96. St. Paul's Church of Norwich, N.Y.
97. St. Paul's Church of Rome, N.Y.
98. St. Paul's Church of Whitesboro, N.Y.
99. St. Paul's Roman Catholic Church of Oswego, N.Y.
100. St. Peter's Church of Rome, N.Y.
101. St. Peter's Church of Syracuse, N.Y.
102. St. Peter's Roman Catholic Church of Clinton, N.Y.
103. St. Peter's Roman Catholic Church of Utica, N.Y.
104. St. Rita's Roman Catholic Church of Chenango Forks, N.Y.
105. St. Rose of Lima Church of No. Syracuse, N.Y.
106. St. Stanislaus R.C. Church of Utica, N.Y.
107. St. Stephen Protomartyr Church of Oriskany, N.Y.
108. St. Stephen's Church of Marathon, N.Y.
109. St. Stephens Roman Catholic Church of Oswego, N.Y.
110. St. Stephens Slovak Church of Syracuse, N.Y.
111. St. Theresa's Church of New Berlin, N.Y.
112. St. Therese Church of Syracuse, N.Y.
113. St. Thomas Aquinas RC Church of Binghamton, N.Y.
114. St. Thomas More Foundation, Inc. of Syracuse, N.Y.
115. St. Thomas Roman Catholic Church of New Hartford, N.Y.
116. St. Vincent De Paul's Church of Syracuse, N.Y.
117. St. Vincent De Paul Roman Catholic Church of Vestal, N.Y.
118. Transfiguration Church of Rome, N.Y.
119. Trustees of St. Anthony's Roman Catholic Church of Cortland, N.Y.
120. Trustees of St. Francis and/or St. Mary's Churches of Durhanville, N.Y.
121. Trustees of Roman Catholic Church St. Anthony of Padua of Endicott, N.Y.
122. Utica Catholic Academy of Utica, N.Y.

### **Defendants**

1. Arrowpoint Capital
2. Certain Underwriters at Lloyd's, London
3. Certain London Market Companies
4. Markel International Insurance Company Limited
5. CX Reinsurance Company Limited

6. Tenecom Limited
7. English & American Insurance Company
8. London & Edinburgh Insurance Company Limited
9. Dominion Insurance Company Limited
10. Travelers Insurance Company Limited
11. Bermuda Fire and Marine Insurance Company Limited
12. Mutual Reinsurance Company Limited
13. Tokio Marine & Nichido Fire Insurance Company Limited
14. Old Mutual International (Guernsey) Limited
15. Mitsui Sumitomo Insurance Company (Europe), Limited
16. Allianz International Insurance Company
17. Heddington Insurance Company (U.K.) Limited
18. Assicurazioni Generali S.p.A.
19. Winterthur Swiss Insurance Company
20. Harper Insurance Limited
21. Interstate Fire & Casualty Company
22. Colonial Penn Insurance Company
23. Catholic Mutual Group
24. National Catholic Risk Retention Group
25. Merchants Mutual Insurance Company
26. Westchester Fire Insurance Company
27. Travelers Casualty and Surety Company
28. U.S. Fidelity and Guaranty Company
29. Aviva, PLC
30. Continental Insurance Company
31. TIG Insurance Company
32. Great American Assurance Company
33. Fireman's Fund Insurance Company
34. Traveler's Indemnity Company
35. North River Insurance Company
36. Insurance Company of North America
37. Hartford Fire Insurance Company
38. U.S. Fire Insurance Company
39. Hanover Insurance Company
40. National Surety Corporation
41. Continental Casualty Company
42. Excelsior Insurance Company
43. Royal Globe Insurance Company
44. Utica Mutual Insurance Company
45. Providence Washington Insurance Company
46. Arrowood Indemnity Company
47. SPARTA Insurance Company
48. Ace Property and Casualty Insurance
49. Traveler's Indemnity Company
50. Lamorak Insurance Company
51. Nationwide Insurance Company of America

- 52. Zurich American Insurance Company
- 53. NGM Insurance Company
- 54. Unigard Insurance Company
- 55. Andover Companies
- 56. New York Central Mutual Fire Insurance Company
- 57. Michigan Millers Mutual Insurance Company
- 58. General Insurance Company of America
- 59. National Fire Insurance Company of Hartford