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

	:	
In re:	:	Chapter 11
	:	
THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK, <sup>1</sup>	:	Case No. 20-12345 (MG)
	:	
Debtor.	:	
	:	

**NOTICE OF FILING OF PLAN SUPPLEMENT  
EXHIBIT IN CONNECTION WITH THE CHAPTER 11  
PLAN OF REORGANIZATION PROPOSED BY THE ROMAN CATHOLIC  
DIOCESE OF ROCKVILLE CENTRE, NEW YORK AND ADDITIONAL DEBTORS**

**PLEASE TAKE NOTICE** that on **October 7, 2024**, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed its *Chapter 11 Plan of Reorganization Proposed by The Roman Catholic Diocese of Rockville Centre, New York and Additional Debtors* [Docket No. 3292] (as may be further modified and amended, the “Plan”).

**PLEASE TAKE FURTHER NOTICE** that the Debtor hereby files this Notice of Filing of Plan Supplement Exhibit, attaching the Form of Release as **Exhibit A** hereto.

**PLEASE TAKE FURTHER NOTICE** that the Debtor reserves its rights to further supplement, amend, or modify the exhibits attached hereto at any time.

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<sup>1</sup> The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is P.O. Box 9023, Rockville Centre, NY 11571-9023.

**PLEASE TAKE FURTHER NOTICE** that if the Plan is confirmed by the Bankruptcy Court, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE** that this Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, please contact Epiq Corporate Restructuring, LLC (the "Solicitation Agent") by either (i) visiting the Document Website at <https://dm.epiq11.com/drvc> or (ii) calling (888) 490-0633. Please note that the Solicitation Agent may not provide legal advice. If you need legal advice, please consult with your attorney.

Dated: October 29, 2024  
New York, New York

Respectfully submitted,

/s/ Corinne Ball

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*Counsel for the Debtor  
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**EXHIBIT A**

Form of Release

## GENERAL RELEASE AGREEMENT

This General Release Agreement (this “Release”) is made and entered into by [\_\_\_\_\_] (“Claimant”), pursuant to the *Chapter 11 Plan of Reorganization Proposed by The Roman Catholic Diocese of Rockville Centre, New York and Additional Debtors* (as it may be amended or supplemented, the “Plan”), filed by The Roman Catholic Diocese of Rockville Centre, New York (the “Debtor”) and 136 parishes (the “Additional Debtors”) in their jointly-administered bankruptcy cases captioned *In re The Roman Catholic Diocese of Rockville Centre, New York* (Case No. 20-12345, Bankr. S.D.N.Y.) (the “Chapter 11 Cases”), and in connection with the receipt of distributions from the Trust<sup>1</sup> under the Trust Agreement and the Trust Allocation Protocol. **All capitalized terms in this Release are defined terms in the Plan and they have the meanings ascribed to them in the Plan.**

<p><b>YOU MUST EXECUTE AND DELIVER THIS RELEASE TO BE ENTITLED TO RECEIVE COMPENSATION FROM THE TRUST</b></p>
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WHEREAS, Claimant has asserted an Abuse Claim against the Debtor and/or Additional Debtors;

WHEREAS, on [\_\_\_\_\_], 2024, the Court entered an order confirming the Plan; and

WHEREAS, the Effective Date of the Plan occurred on [\_\_\_\_\_], 2024;

NOW, THEREFORE, in consideration of the treatment to be provided to Claimant’s Abuse Claim under the Plan, the Trust Agreement, and the Trust Allocation Protocol, Claimant hereby irrevocably covenants and agrees as follows:

1. Claimant, on Claimant’s own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or Entity to the extent he, she, or it is entitled to assert any claim on Claimant’s behalf, including, but not limited to, any legal representative(s), does hereby as of the Effective Date voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, and fully waive, release, remit, acquit, forever discharge, and covenant not to knowingly sue or continue prosecution against the Settling Insurers from and with respect to any and all Channeled Claims. Claimant covenants and agrees that Claimant will honor the release as set forth herein, and, further, that Claimant will not knowingly (i) institute or continue prosecution of a lawsuit or other action against any Settling Insurer based upon, arising out of, or relating to any Channeled Claims, (ii) knowingly participate, assist, or cooperate in any such action, or (iii) knowingly encourage, assist and/or solicit any third party to institute any such action.

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<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Disclosure Statement, Plan or in the Confirmation Order, as applicable.

2. Claimant, on Claimant's own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or Entity to the extent he, she, or it is entitled to assert any claim on Claimant's behalf, including, but not limited to, any legal representative(s), does hereby as of the Effective Date voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, and fully forever discharge, and covenant not to knowingly sue or continue prosecution against the Debtor or Additional Debtors from and with respect to any and all Channeled Claims; provided, however, that such discharge with respect to the Debtor and Additional Debtor shall be subject in all respects to the Plan, including Article XI.O of the Plan.

3. Claimant hereby acknowledges and agrees that Claimant is subject to and bound by Plan, including the releases and injunctions as set forth in Article XI.I of the Plan, and further that Claimant will not knowingly (i) institute or continue prosecution of a lawsuit or other action in violation of the Plan, (ii) knowingly participate, assist, or cooperate in any such action, or (iii) knowingly encourage, assist and/or solicit any third party to institute any such action.

4. Claimant hereby acknowledges that, pursuant to the Plan, the Confirmation Order, the Sale Order, and the injunctions contained in the foregoing, the sole recourse of any holder of an Abuse Claim against a Protected Party on account of such Abuse Claim shall be against the Trust. Claimant hereby further acknowledges that Claimant shall have no right whatsoever at any time to assert such Abuse Claim against any Protected Party or any property or interest in property of any Protected Party, except as set forth in Article XI.O of the Plan and in compliance with the Trust Allocation Protocol.

5. In further consideration of the benefit of the opportunity to seek compensation from the Trust, as of the Effective Date, Claimant shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including costs of defense and attorneys' fees of, the Trust and the Trustee arising from my failure to comply with the terms of this Release.

6. Claimant acknowledges that the Trust is not providing any tax advice with respect to the receipt of any compensation or any component thereof, and Claimant understands and agrees that Claimant shall be solely responsible for compliance with all tax laws with respect to any compensation received, to the extent applicable.

7. Claimant represents and warrants that Claimant is the sole holder of the Abuse Claim that Claimant has asserted against the Protected Parties, and that Claimant has not assigned, transferred or granted any interest in such Abuse Claim to any other Entity.

8. Claimant represents and warrants that Claimant will provide for the payment and/or resolution of any obligation owing or potentially owing under the Medicare Secondary Payer Statute relating to Claimant's Abuse Claim.

9. Claimant agrees to provide the Trustee with any information necessary to comply with reporting obligations arising under the MMSEA, and has provided or will provide for the payments/and or resolution of any obligations owing or potentially owing under the MSPA relating

to Claimant's Abuse Claim and any Distribution from the Trust. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or Distribution from the Trust, the Trustee may withhold from any payment directly or indirectly to Claimant funds sufficient to assure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

10. Claimant agrees that the Trust shall have the right to take any action, including but not limited to the execution and submission of documentation, as may be necessary to pursue any recoveries from: (1) the liquidation of Arrowood Indemnity Company, which is under the supervision of the Insurance Commissioner of Delaware (and his successors) as the appointed receiver of Arrowood; (2) the New York Property/Casualty Security Fund administered by the New York Liquidation Bureau, which is part of the New York State Department of Financial Services, and the Supreme Court of the State of New York has appointed as an ancillary receiver of Arrowood; or (3) any other liquidator, liquidation bureau, guaranty association, or security fund that may provide recoveries in connection with Insurance Policies issued by Arrowood. Any recoveries from the foregoing obtained by the Trust will become Trust Assets to be distributed pursuant to the Trust Allocation Procedures. Claimant agrees, to the extent Claimant has an Abuse Claim covered by Insurance Policies issued by Arrowood, to reasonably cooperate with the Trust in pursuing recoveries on such Claim.

11. Claimant acknowledges that Claimant is voluntarily and freely entering into this Release in exchange for consideration. Claimant further declares that Claimant is or has been given the opportunity to be represented by legal counsel and has had the opportunity to receive legal advice prior to entering into this Release.

12. The provisions of this Release shall be binding upon Claimant, and upon Claimant's heirs, successors, assigns, agents, and representatives.

13. The beneficiaries of this release are the Protected Parties and the other parties that are the beneficiaries of the releases referenced in Article XI.I. of the Plan, and this Agreement may be enforced by any of them.

14. This Agreement, the Plan, the Trust Agreement, and the Trust Allocation Protocol contain the entire understanding of the parties. Any modification of any of the provisions of this Release shall be effectively only if made in writing and executed by the Claimant and all Protected Parties.

15. This Release shall be governed and construed pursuant to the laws of the State of New York, without regard to its conflicts of law principles.

*[signature page follows]*

IN WITNESS THEREOF, this Released has been executed by Claimant (or, in the case of death or legal disability, Claimant's duly-authorized legal representative acting under power of attorney) and delivered to the Trustee as of the date set forth below.

Dated: [\_\_\_\_\_], 2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type full name of Claimant

\_\_\_\_\_  
Claim number (if known)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Claimant's date of birth

\_\_\_\_\_  
Claimant's full Social Security Number