

**WEISENBERG IN SUPPORT OF
UNSECURED CREDITORS'
COMMITTEE OBJECTION TO
DEBTOR'S DISCLOSURE
STATEMENT**

LOWENSTEIN SANDLER LLP

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*Counsel for the Official Committee of Unsecured
Creditors*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

Case No. 23-40523 WJL

Chapter 11

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

**DECLARATION OF BRENT
WEISENBERG IN SUPPORT OF THE
OFFICIAL COMMITTEE OF
UNSECURED CREDITORS'
OBJECTION TO DEBTOR'S
DISCLOSURE STATEMENT**

Judge: Hon. William J. Lafferty

Date: December 18, 2024

Time: 10:30 a.m. (Pacific Time)

Place: United States Bankruptcy Court
1300 Clay Street, Courtroom 220
Oakland, CA 94612

1 I, Brent Weisenberg, Esq., hereby declare as follows:

2 1. I am a partner at the law firm of Lowenstein Sandler LLP, counsel to the Official
3 Committee of Unsecured Creditors (the "**Committee**") in connection with the above-referenced
4 chapter 11 case.

5 2. I submit this Declaration in support of *The Official Committee of Unsecured*
6 *Creditor's Objection to the Debtor's Disclosure Statement* (this "**Objection**").¹

7 3. The facts set forth in this declaration are personally known to me, and, if called as
8 a witness, I could and would competently testify thereto.

9 4. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of
10 Incorporation of the Oakland Parochial Fund.

11 5. Attached hereto as **Exhibit B** is a true and correct copy of a Transcript of Bishop
12 Michael C. Barber's Presentation (RCBO-CC-0009268_0001).²

13 6. Attached hereto as **Exhibit C** is a true and correct copy of the letter dated May 8,
14 2023, from Bishop Michael C. Barber to parishioners and friends of the Diocese.

15 7. Attached hereto as **Exhibit D** are true and correct copies of the stipulations to
16 dismiss the following cases:

17 a. *Jane Doe OK 1009 v. The Roman Catholic Bishop of Oakland, et al.*, Case
18 No. HG20053984 (CA Superior Court, County of Alameda).

19 b. *Jane Doe OK 1011 v. The Roman Catholic Bishop of Oakland, et al.*, Case
20 No. RG20057425 (CA Superior Court, County of Alameda).

21 c. *Jane Doe OK 1031 v. The Roman Catholic Bishop of Oakland, et al.*, Case
22 No. HG20053951 (CA Superior Court, County of Alameda).

23 d. *John Doe OK 1017 v. The Roman Catholic Bishop of Oakland, et al.*, Case
24 No. RG 20057493 (CA Superior Court, County of Alameda).

25 e. *John Doe OK 1014 v. The Roman Catholic Bishop of Oakland, et al.*, Case
26

27 ¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Objection.

28 ² The Transcript is being filed under seal pursuant to the Court's *Order Approving Revised Confidentiality Agreement and Stipulated Protective Order* [Dkt. No. 331].

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No. HG20053992 (CA Superior Court, County of Alameda).

f. *Jane Doe OK 1022 v. The Roman Catholic Bishop of Oakland, et al.*, Case No. HG19048685 (CA Superior Court, County of Alameda).

8. Attached hereto as **Exhibit E** is a true and correct copy of Appendix A to Series 2007 Bond Offering Memorandum dated November 13, 2007.³

9. Attached hereto as **Exhibit F** is a true and correct copy of the hearing transcript of the February 8, 2024 Status Conference Re: Hybrid Disclosure Statement, *In re The Roman Cath. Diocese of Rockville Centre*, No. 20-12345-mg (Bankr. S.D.N.Y. Feb. 21, 2024), Dkt. No. 2938.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct. Executed this eleventh day of December, 2024.

Brent Weisenberg

Brent Weisenberg

³ Appendix A to Series 2007 Bond Offering Memorandum dated November 13, 2007, is being filed under seal pursuant to the Court’s *Order Approving Revised Confidentiality Agreement and Stipulated Protective Order* [Dkt. No. 331].

Exhibit A

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ARTICLES OF INCORPORATION

THE OAKLAND PAROCHIAL FUND, INC.

FILED *PBW*
 Secretary of State
 State of California

APR 23 2014 *mm*

lcc

I

The name of this corporation is The Oakland Parochial Fund, Inc.

II

A. This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law of California primarily for religious purposes. This corporation shall conduct its affairs subject to the provisions of the Nonprofit Religious Corporation Law and the rules, regulations, laws and disciplines of the Roman Catholic Church, as such are now in effect or may at any time be amended or modified.

B. The general and primary purpose of the corporation is to support the religious mission and purposes, and teachings, beliefs and activities, of the Roman Catholic Church within the Roman Catholic Diocese of Oakland, California ("Diocese"), comprising the counties of Alameda and Contra Costa, California and is formed, and shall be operated, supervised or controlled by The Roman Catholic Bishop of Oakland, a California corporation sole ("RCBO"); and (i) to engage in any other lawful activities that are incidental or reasonably necessary to fulfill any of the foregoing religious purposes; and (ii) to have and exercise all the rights and powers conferred by the Nonprofit Corporation Law of the State of California upon religious nonprofit corporations.

III

This corporation is organized and operated exclusively for religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States internal revenue law (the "Code"). Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and this corporation shall not carry on any other activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

IV

A. No substantial part of the activities of this corporation shall consist of lobbying or

propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Code, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office except as provided in Section 502(h) of the Code.

B. All corporate property is irrevocably dedicated to the purposes set forth in Article II, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

V

A. The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a board of directors designated and serving pursuant to the Bylaws of the corporation, provided that action by the board of directors on the following matters shall be effective only upon the written consent of RCBO: (i) any borrowing for capital or other similar needs; (ii) entering into any transaction outside the ordinary course of the affairs of the corporation; or (iii) any amendment, restatement, repeal or adoption of the Articles of Incorporation or Bylaws of the corporation.

B. The number, qualifications and terms of the Directors of this corporation shall be as determined in the Bylaws.

VI

On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations and liabilities of this corporation, the remaining assets of this corporation shall be distributed to such organization or organizations organized and operated exclusively for Roman Catholic religious purposes within the Diocese which have established their tax-exempt status under Section 501(c)(3) of the Code, which have established corresponding tax-exempt status under any applicable State tax law.

VII

The initial street and mailing address of this corporation is 2121 Harrison Street, Oakland, California 94612.

3669571

VIII

The name and address in the State of California of this corporation's initial agent for service of process is:

Michael P. Canizzaro
Diocese of Oakland
2121 Harrison Street
Oakland, CA 94612

Dated: 4/1, 2014



Michael P. Canizzaro
Incorporator

Exhibit B

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Exhibit C

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IMPORTANT INFORMATION ON CHAPTER 11 FILING

OUR RESPONSE TO THE HARMS CAUSED BY CLERGY SEXUAL ABUSE

Read below for Bishop Barber’s letters, our Frequently Asked Questions addressing our response to the harms caused by clergy sexual abuse, and our media release in English & Spanish.

Survivor resources are also available below.

If you are a pastor, diocesan employee or parish ministry leader, resources are available [here](#). If you did not receive access information to these resources in an email, please contact [Helen Osman](#), interim director of communications.

IMPORTANT INFORMATION & FAQs

Reorganization creates, funds Survivors’ Trust for sexual abuse survivors (Nov. 8, 2024)	▼
La Diócesis se reorganiza para crear y financiar el Fondo Fiduciario para Sobrevivientes para los sobrevivientes de abuso sexual (Nov. 8, 2024) (ESP)	▼
Update from Bishop Michael C. Barber, SJ - October 7, 2024	▼
Update from Bishop Michael C. Barber, SJ - October 7, 2024 (ESP)	▼
Letter from Bishop Michael C. Barber, SJ - November 10, 2023	▼

Letter from Bishop Michael C. Barber, SJ - May 8, 2023



May 8, 2023

Dear parishioners and friends of the Diocese of Oakland,

On March 16, I wrote to you about the impact on our diocese of a state law (AB 218), which allowed time barred or expired claims of child sexual abuse to be filed by alleged survivors.

Today, I am informing you, after considerable consultation and much prayer, the Roman Catholic Bishop of Oakland (RCBO) has filed for bankruptcy.

Let me begin by telling you why we made this filing and what it means.

We made the filing because we believe this process is the best way to support a compassionate and equitable outcome for survivors of abuse, while ensuring we continue to provide the essential services and support so crucial to our parishioners and communities.

Our mission will continue as it always has. Our schools will not be impacted, nor, for example, will Catholic Charities, St Vincent de Paul Society, or Catholic Cemeteries. Employees will be paid as usual, and their benefit programs will continue uninterrupted.

Our parishes will also continue to celebrate Mass and other sacraments, and provide religious education. We will continue our charitable work for the poor. And we will continue our commitment to provide a safe, healthy and holy environment for our children and vulnerable adults. I am deeply grateful for everything you do to ensure the Church's mission continues, including the time, talent and treasure you offer to these ministries. Your support of your parish and the Bishop's Ministries Appeal allow us to continue to answer Christ's call to be missionary disciples. I reassure you contributions made to the Bishop's Ministries Appeal are restricted for use by the stated ministries, not for settling creditor claims.

While the filing will have a direct impact on our Mission Alignment Process, it will not divert us from our mission. With God's grace and our unified commitment, I am confident we will be able to continue our work to re-align our resources to meet the needs of our diocese, while addressing claims coming through the bankruptcy process.

Even though the statute of limitations window closed December 31, 2022, claims received prior to that date are still being processed and we are still receiving notification of those claims. As of today, we have more than 330 claims. A great majority of the alleged abuse occurred between 1960 and 1989. Since then, the diocese has put in place robust safeguards to protect children and vulnerable adults including background checks and training about the nature of child sexual abuse, how it is perpetrated, how to report it, and strategies for prevention.

We know the pain inflicted against our children and young people decades ago continues to cause great suffering. I am deeply sorrowful about this reality and pray daily for all impacted. As Pope Benedict XVI reminds us, there is sin and evil in the world, even in our Church. But there is also virtue and mercy in abundance. We must address the sin and move forward as instruments of God's mercy and holiness.

An important way for us to be these instruments is to unite as Catholics and engage the results of our Mission Alignment Process, moving forward as good and wise stewards in the best use of the gifts God has provided us.

[HOME](#)[DIOCESE](#)[BISHOP](#)[MINISTRIES](#)[GIVING](#)[SURVIVORS](#)

filing will have on our implementation.

We are committed to addressing the current reality in our diocese, a reality happening not just here, but throughout North America and in many Christian denominations. It is a dual challenge of declining engagement by Catholics and a decline in priestly and religious vocations, resulting in underutilized parish facilities. In our diocese, for example, we have 25% fewer priests than we had in 1985, and we have seen Mass attendance drop precipitously, almost in half, since 2010. It is essential we focus on our mission to serve people, not on maintenance of structures which no longer serve our mission.

I ask for your commitment to work with me and our pastors in the upcoming months as we determine how best to address the outcome of the bankruptcy process and how to "right size" our parishes to serve the faithful and all who come to us seeking Christ's tender love. This effort will require us to close some of our worship sites and re-imagine how we use other locations. All will be impacted by these changes; yet I promise all will be able to be part of a faith community where we can celebrate the sacraments, pass on the faith to our children, and offer works of mercy to those individuals in need. We will all be challenged to put aside our personal preferences and work together for the good of the whole community and the future of our beloved Church.

Please join me, too, in praying for the survivors of clergy sexual abuse and their continued healing. My prayer is that all us Catholics in the Diocese of Oakland live our lives as true witnesses of the love and mercy of Jesus Christ.

You, the priests and people of our diocese are generous, faithful and full of good will. Thank you for your continual support for Christ and His Church.

Wishing you every grace and blessing,
Most Rev. Michael C. Barber, SJ
Bishop of Oakland

Media Release - May 8, 2023 (ENG) 

Carta del Rev. Michael C. Barber, SJ - 10 de noviembre de 2023 

Carta del Rev. Michael C. Barber, SJ - 8 de mayo de 2023 

FAQs - Updated November 10, 2023 (ESP) 

Media Release - 8 de mayo de 2023 (ESP) 

Letter from Bishop Michael C. Barber, SJ - November 10, 2023 (VT) 

Letter from Bishop Michael C. Barber, SJ - May 8, 2023 (VT) 

FAQs (VT) 

SURVIVOR RESOURCES



CONTACT US



Sister Dorothy Peterson, FCJ
 Coordinator, Office of Victims Assistance
 510-267-8344
dpeterson@oakdiocese.org

Survivor Advocacy & Hotline
 510-267-8373
survivors@oakdiocese.org

Diocese of Oakland

2121 Harrison Street, Suite 100 | Oakland, CA 94612
 Phone: 510-893-4711
 Fax: 510-893-0945

[Home - Diocese Directory - Diocese Intranet](#)

Exhibit D

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1 JEFFREY R. BLEASE, CA Bar No. 134933
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2 THOMAS S. BROWN, CA Bar No. 178620
tsbrown@foley.com
3 MYLES LANZONE, CA Bar No. 257791
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4 FOLEY & LARDNER LLP
555 CALIFORNIA STREET
5 SUITE 1700
SAN FRANCISCO, CA 94104-1520
6 TELEPHONE: 415.434.4484
7 FACSIMILE: 415.434.4507

8 Attorneys for Defendants The Roman Catholic
Bishop of Oakland, A corporation sole, and St.
Joseph's of Pinole
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JANE DOE OK 1009, AN INDIVIDUAL

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, A CORPORATION SOLE; ST.
17 JOSEPH'S OF PINOLE, A RELIGIOUS ENTITY FORM
UNKNOWN; AND DOE 3 THROUGH DOE 100,

18 DEFENDANTS.
19

CASE No: HG20053984

**STIPULATION FOR DISMISSAL OF
DEFENDANT ST. JOSEPH'S OF PINOLE
WITHOUTH PREJUDICE AND [PROPOSED]
ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Michael Markman
Dept. 16

Case Filed: February 10, 2020
FAC Filed: March 5, 2020

20
21
22 Plaintiff, Jane Doe OK 1009 and Defendant The Roman Catholic Bishop of Oakland ("RCBO"),
23 a corporation sole, stipulate to the following regarding the dismissal of Defendant St. Joseph's of Pinole.

24 WHEREAS, Plaintiff Jane Doe OK 1009 has named The Roman Catholic Bishop of Oakland
25 ("RCBO"), a corporation sole, as a defendant in the above-referenced litigation; and

26 WHEREAS, Plaintiff Jane Doe OK 1009 has also named St. Joseph's of Pinole, a religious entity
27 form unknown, as a defendant in the above-referenced litigation; and

28 WHEREAS, St. Joseph's of Pinole is not a separate corporation or civil legal entity of any kind,

1 and The Roman Catholic Bishop of Oakland, a corporation sole, holds title to its assets under civil law.

2 Based on the above, Plaintiff Jane Doe OK 1009 will file a Request for Dismissal of the
3 Amended Complaint without Prejudice as to Defendant St. Joseph's of Pinole.

4
5 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

7
8
9 By: 

10 JEFFREY R. BLEASE
11 THOMAS S. BROWN
12 MYLES LANZONE
Attorneys for Defendants The Roman Catholic
Bishop of Oakland, A corporation sole, and St.
Joseph's of Pinole

13 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICAHEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

18 By: _____

19 MICHAEL RECK
20 MICAHEL G. FINNEGAN
21 JOSEPH GEORGE, JR.
22 JENNIFER E. STEIN
Attorneys for Plaintiff Jane Doe OK 1009

23 Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

25 By: _____

26 RICHARD SIMONS
Attorneys for Plaintiff Jane Doe OK 1009

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendant St. Joseph's of Pinole.

Dated: _____, 2020

HONORABLE MICHAEL MARKMAN

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1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On June 1, 2020, I served the foregoing document(s) described as: **STIPULATION FOR DISMISSAL**
5 **OF DEFENDANT ST. JOSEPH’S OF PINOLE WITHOUTH PREJUDICE AND [PROPOSED]**
ORDER OF DISMISSAL on the interested parties in this action as follows:

6 *Attorneys for Plaintiff Jane Doe OK 1009*

Attorneys for Plaintiff Jane Doe OK 1031

7 Michael Reck
8 Michael G. Finnegan
9 Joseph George, Jr.
10 Jennifer E. Stein
11 Jeff Anderson & Associates
12 11812 San Vicente Boulevard, Suite 503
13 Los Angeles, CA 90049
Telephone: 310-357-2425
Fax: 651-297-6543
Email: mreck@andersonadvocates.com
mike@andersonadvocates.com
jgeorgejr@andersonadvocates.com
jennifer@andersonadvocates.com

Richard Simons
Furtado, Jaspovice & Simons
6589 Bellhurst Lane
Castro Valley, CA 94552
Telephone: 510-917-2169
Email: rick@fjlaw.com

14 _____ **BY MAIL**

15 _____ I placed the envelope(s) with postage thereon fully prepaid in the United States
16 mail, at San Francisco, California.

17 _____ I am readily familiar with the firm’s practice of collection and processing
18 correspondence for mailing with the United States Postal Service; the firm
19 deposits the collected correspondence with the United States Postal Service that
same day, in the ordinary course of business, with postage thereon fully prepaid,
at San Francisco, California. I placed the envelope(s) for collection and mailing
on the above date following ordinary business practices.

20 _____ **BY E-MAIL**

21 _____ I served the foregoing document via e-mail to the addressees above at the e-mail
addresses listed therein.

22 _____ **BY FACSIMILE**

23 _____ I transmitted the document(s) by facsimile transmission from a facsimile
24 transmission machine, at San Francisco, California, with the telephone number,
415.434.4507, to Click and Type Name whose facsimile transmission
telephone number is Click and Type Number .

25 _____ I am readily familiar with the firm’s practice for delivery by facsimile
26 transmission: the firm transmits the document(s) from a facsimile transmission
27 machine to the person to be served. I placed the document(s) in the place
designated by the firm, at San Francisco, California, for facsimile transmission
28 to Click and Type Name whose facsimile transmission telephone number is
Click and Type Number on the above date following ordinary business
practices. The document(s) was transmitted from a facsimile transmission

1 machine with the telephone number of 415.434.4507.
2 The facsimile transmission was reported as complete without error by a transmission
3 report, issued by the facsimile transmission machine upon which the transmission was
4 made, immediately following the transmission.

5 _____ BY HAND DELIVERY. I delivered the envelope(s) by hand to addressee(s).

6 _____ BY EXPRESS MAIL (Via United States Postal Service)

7 _____ I deposited the envelope(s) in a facility regularly maintained by the United
8 States Postal Service for receipt of Express Mail, with Express postage fully
9 prepaid.

10 _____ I am readily familiar with the firm's practice for collection and processing of
11 correspondence for Express Mail; the firm deposits the collected correspondence
12 with a facility regularly maintained by the United States Postal Service for
13 receipt of Express Mail that same day, in the ordinary course of business, with
14 Express Mail postage thereon fully prepaid, at San Francisco, California. I
15 placed the envelope(s) for collection and Express Mailing on the above date
16 following ordinary business practices.

17 _____ BY EXPRESS SERVICE CARRIER (Via Overnight Courier Service)

18 _____ I placed the envelope(s) in a box or other facility regularly maintained by
19 Click and Type Name of Courier , or delivered the document(s) to a courier or
20 driver authorized by the express service carrier to receive document(s), in an
21 envelope(s) or package designated by the express service carrier, with delivery
22 fees paid or provided for, at San Francisco, California.

23 _____ I am readily familiar with the firm's practice for collection and processing of
24 correspondence for delivery by Click and Type Name of Courier : collected
25 packages are picked up by an express carrier representative on the same day,
26 with the Airbill listing the account number for billing to sender, at San
27 Francisco, California, in the ordinary course of business. I placed the
28 envelope(s) in an envelope or package designated by the express service carrier
for collection and processing for express service delivery on the above date
following ordinary business practices.

_____ Executed on January 30, 2013, at San Francisco, California.

_____ I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

_____ I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

Click and Type Name

1 JEFFREY R. BLEASE, CA Bar No. 134933
jblease@foley.com
2 THOMAS S. BROWN, CA Bar No. 178620
tsbrown@foley.com
3 MYLES LANZONE, CA Bar No. 257791
mlanzone@foley.com
4 FOLEY & LARDNER LLP
555 CALIFORNIA STREET
5 SUITE 1700
SAN FRANCISCO, CA 94104-1520
6 TELEPHONE: 415.434.4484
FACSIMILE: 415.434.4507
7

8 Attorneys for Defendants The Roman Catholic
Bishop of Oakland, a corporation sole, and St.
Joseph's of Pinole
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JANE DOE OK 1011, AN INDIVIDUAL

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, A CORPORATION SOLE; ST.
JOSEPH'S OF PINOLE, A RELIGIOUS ENTITY FORM
17 UNKNOWN; AND DOE 3 THROUGH 100,

18 DEFENDANTS.
19
20

CASE No: RG20057425

**STIPULATION FOR DISMISSAL OF
DEFENDANT ST. JOSEPH'S OF PINOLE
WITHOUTH PREJUDICE AND [PROPOSED]
ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Richard Seabolt
Dept. 521

Case Filed: March 5, 2020
FAC Filed: May 11, 2020

21
22 Plaintiff, Jane Doe OK 1011 and Defendant The Roman Catholic Bishop of Oakland ("RCBO"),
23 a corporation sole, stipulate to the following regarding the dismissal of Defendant St. Joseph's of Pinole.

24 WHEREAS, Plaintiff Jane Doe OK 1011 has named The Roman Catholic Bishop of Oakland
25 ("RCBO"), a corporation sole, as a defendant in the above-referenced litigation; and

26 WHEREAS, Plaintiff Jane Doe OK 1011 has also named St. Joseph's of Pinole, a religious entity
27 form unknown, as a defendant in the above-referenced litigation; and

28 WHEREAS, St. Joseph's of Pinole is not a separate corporation or civil legal entity of any kind,

1 and The Roman Catholic Bishop of Oakland, a corporation sole, holds title to its assets under civil law.

2 Based on the above, Plaintiff Jane Doe OK 1011 will file a Request for Dismissal of the
3 Amended Complaint without Prejudice as to Defendant St. Joseph's of Pinole.

4
5 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

7
8
9 By: 

10 JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

11 Attorneys for Defendants The Roman Catholic
12 Bishop of Oakland, a corporation sole, and St.
Joseph's of Pinole

13 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICHAEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

14
15
16
17
18 By: _____

19 MICHAEL RECK
MICHAEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

20 Attorneys for Plaintiff Jane Doe OK 1011

21
22 Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

23
24
25 By: _____

26 RICHARD SIMONS

27 Attorneys for Plaintiff Jane Doe OK 1011
28

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendant St. Joseph's of Pinole.

Dated: _____, 2020

HONORABLE RICHARD SEABOLT

1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On June 22, 2020, I served the foregoing document(s) described as: **STIPULATION FOR**
5 **DISMISSAL OF DEFENDANT ST. JOSEPH'S OF PINOLE WITHOUTH PREJUDICE AND**
[PROPOSED] ORDER OF DISMISSAL on the interested parties in this action as follows:

6 *Attorneys for Plaintiff Jane Doe OK 1011*

Attorneys for Plaintiff Jane Doe OK 1011

7 Michael Reck
8 Michael G. Finnegan
9 Joseph George, Jr.
10 Jennifer E. Stein
11 Jeff Anderson & Associates
12 11812 San Vicente Boulevard, Suite 503
13 Los Angeles, CA 90049
Telephone: 310-357-2425
Fax: 651-297-6543
Email: mreck@andersonadvocates.com
mike@andersonadvocates.com
jgeorgejr@andersonadvocates.com
jennifer@andersonadvocates.com

Richard Simons
Furtado, Jaspovice & Simons
6589 Bellhurst Lane
Castro Valley, CA 94552
Telephone: 510-917-2169
Email: rick@fjlaw.com

14 _____ **BY MAIL**

15 _____ I placed the envelope(s) with postage thereon fully prepaid in the United States
16 mail, at San Francisco, California.

17 _____ I am readily familiar with the firm's practice of collection and processing
18 correspondence for mailing with the United States Postal Service; the firm
19 deposits the collected correspondence with the United States Postal Service that
same day, in the ordinary course of business, with postage thereon fully prepaid,
at San Francisco, California. I placed the envelope(s) for collection and mailing
on the above date following ordinary business practices.

20 _____ **BY E-MAIL**

21 _____ I served the foregoing document via e-mail to the addressees above at the e-mail
addresses listed therein.

22 _____ **BY FACSIMILE**

23 _____ I transmitted the document(s) by facsimile transmission from a facsimile
24 transmission machine, at San Francisco, California, with the telephone number,
415.434.4507, to Click and Type Name whose facsimile transmission
telephone number is Click and Type Number .

25 _____ I am readily familiar with the firm's practice for delivery by facsimile
26 transmission: the firm transmits the document(s) from a facsimile transmission
27 machine to the person to be served. I placed the document(s) in the place
designated by the firm, at San Francisco, California, for facsimile transmission
28 to Click and Type Name whose facsimile transmission telephone number is
Click and Type Number on the above date following ordinary business
practices. The document(s) was transmitted from a facsimile transmission

1 machine with the telephone number of 415.434.4507.
2 The facsimile transmission was reported as complete without error by a transmission
3 report, issued by the facsimile transmission machine upon which the transmission was
4 made, immediately following the transmission.

5 _____ BY HAND DELIVERY. I delivered the envelope(s) by hand to addressee(s).

6 _____ BY EXPRESS MAIL (Via United States Postal Service)

7 _____ I deposited the envelope(s) in a facility regularly maintained by the United
8 States Postal Service for receipt of Express Mail, with Express postage fully
9 prepaid.

10 _____ I am readily familiar with the firm's practice for collection and processing of
11 correspondence for Express Mail; the firm deposits the collected correspondence
12 with a facility regularly maintained by the United States Postal Service for
13 receipt of Express Mail that same day, in the ordinary course of business, with
14 Express Mail postage thereon fully prepaid, at San Francisco, California. I
15 placed the envelope(s) for collection and Express Mailing on the above date
16 following ordinary business practices.

17 _____ BY EXPRESS SERVICE CARRIER (Via Overnight Courier Service)

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19 Click and Type Name of Courier, or delivered the document(s) to a courier or
20 driver authorized by the express service carrier to receive document(s), in an
21 envelope(s) or package designated by the express service carrier, with delivery
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27 Francisco, California, in the ordinary course of business. I placed the
28 envelope(s) in an envelope or package designated by the express service carrier
for collection and processing for express service delivery on the above date
following ordinary business practices.

_____ Executed on January 30, 2013, at San Francisco, California.

_____ I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

_____ I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

Click and Type Name

1 JEFFREY R. BLEASE, CA Bar No. 134933
jblease@foley.com
2 THOMAS S. BROWN, CA Bar No. 178620
tsbrown@foley.com
3 MYLES LANZONE, CA Bar No. 257791
mlanzone@foley.com
4 FOLEY & LARDNER LLP
555 CALIFORNIA STREET
5 SUITE 1700
SAN FRANCISCO, CA 94104-1520
6 TELEPHONE: 415.434.4484
FACSIMILE: 415.434.4507
7

8 Attorneys for Defendants The Roman Catholic
Bishop of Oakland, a corporation sole, and St.
Joseph's of Pinole
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JANE DOE OK 1031, AN INDIVIDUAL

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, A CORPORATION SOLE; ST.
JOSEPH'S OF PINOLE, A RELIGIOUS ENTITY FORM
17 UNKNOWN; AND DOE 3 THROUGH 100,

18 DEFENDANTS.
19

CASE No: HG20053951

**STIPULATION FOR DISMISSAL OF
DEFENDANT ST. JOSEPH'S OF PINOLE
WITHOUTH PREJUDICE AND
[PROPOSED] ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Jeffrey Brand
Dept. 22

Case Filed: February 10, 2020
FAC Filed: March 9, 2020

20
21 Plaintiff, Jane Doe OK 1031 and Defendant The Roman Catholic Bishop of Oakland ("RCBO"),
22 a corporation sole, stipulate to the following regarding the dismissal of Defendant St. Joseph's of Pinole.

23 WHEREAS, Plaintiff Jane Doe OK 1031 has named The Roman Catholic Bishop of Oakland
24 ("RCBO"), a corporation sole, as a defendant in the above-referenced litigation; and

25 WHEREAS, Plaintiff Jane Doe OK 1031 has also named St. Joseph's of Pinole, a religious entity
26 form unknown, as a defendant in the above-referenced litigation; and

27 WHEREAS, St. Joseph's of Pinole is not a separate corporation or civil legal entity of any kind,
28 and The Roman Catholic Bishop of Oakland, a corporation sole, holds title to its assets under civil law.

1 Based on the above, Plaintiff Jane Doe OK 1031 will file a Request for Dismissal of the
2 Amended Complaint without Prejudice as to Defendant St. Joseph's of Pinole.

3
4 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

6
7
8 By: 

9 JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

10 Attorneys for Defendants The Roman Catholic
11 Bishop of Oakland, a corporation sole, and St.
Joseph's of Pinole

12 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICHAEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

17 By: _____

18 MICHAEL RECK
MICHAEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

19 Attorneys for Plaintiff Jane Doe OK 1031

20
21 Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

24 By: _____

25 RICHARD SIMONS

26 Attorneys for Plaintiff Jane Doe OK 1031

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendant St. Joseph's of Pinole.

Dated: _____, 2020

HONORABLE JEFFREY BRAND

1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On June 1, 2020, I served the foregoing document(s) described as: **STIPULATION FOR DISMISSAL**
5 **DEFENDANT ST. JOSEPH'S OF PINOLE WITHOUTH PREJUDICE AND [PROPOSED]**
ORDER OF DISMISSAL on the interested parties in this action as follows:

6 *Attorneys for Plaintiff Jane Doe OK 1031*

Attorneys for Plaintiff Jane Doe OK 1031

7 Michael Reck
8 Michael G. Finnegan
9 Joseph George, Jr.
10 Jennifer E. Stein
11 Jeff Anderson & Associates
12 11812 San Vicente Boulevard, Suite 503
13 Los Angeles, CA 90049
Telephone: 310-357-2425
Fax: 651-297-6543
Email: mreck@andersonadvocates.com
mike@andersonadvocates.com
jgeorgejr@andersonadvocates.com
jennifer@andersonadvocates.com

Richard Simons
Furtado, Jaspovice & Simons
6589 Bellhurst Lane
Castro Valley, CA 94552
Telephone: 510-917-2169
Email: rick@fjlaw.com

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for collection and processing for express service delivery on the above date
following ordinary business practices.

_____ Executed on January 30, 2013, at San Francisco, California.

_____ I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

_____ I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

Click and Type Name

1 JEFFREY R. BLEASE, CA Bar No. 134933
jblease@foley.com
2 THOMAS S. BROWN, CA Bar No. 178620
tsbrown@foley.com
3 MYLES LANZONE, CA Bar No. 257791
mlanzone@foley.com
4 FOLEY & LARDNER LLP
555 CALIFORNIA STREET
5 SUITE 1700
SAN FRANCISCO, CA 94104-1520
6 TELEPHONE: 415.434.4484
FACSIMILE: 415.434.4507
7

8 Attorneys for Defendant The Roman Catholic
Bishop of Oakland, A corporation sole; The Parish
of Santa Paula; and St. Raymond's Catholic Church
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JOHN DOE OK 1017, AN INDIVIDUAL

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, A CORPORATION SOLE; THE PARISH
OF SANTA PAULA, A RELIGIOUS ENTITY FORM
17 UNKNOWN; ST. RAYMOND'S CATHOLIC
CHURCH, A RELIGIOUS ENTITY FORM UNKNOWN;
18 AND DOE 4 THROUGH DOE 100,

19 DEFENDANTS.
20

CASE No: RG20057493

**STIPULATION FOR DISMISSAL OF
DEFENDANTS THE PARISH OF SANTA
PAULA AND ST. RAYMOND'S CATHOLIC
CHURCH WITHOUTH PREJUDICE AND
[PROPOSED] ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Delbert C. Gee
Dept. 514

Case Filed: March 6, 2020
FAC Filed: May 26, 2020

21
22 Plaintiff, John Doe OK 1017 and Defendant The Roman Catholic Bishop of Oakland ("RCBO"),
23 a corporation sole, stipulate to the following regarding the dismissal of Defendants The Parish of Santa
24 Paula and St. Raymond's Catholic Church.

25 WHEREAS, Plaintiff John Doe OK 1017 has named The Roman Catholic Bishop of Oakland
26 ("RCBO"), a corporation sole, as a defendant in the above-referenced litigation; and

27 WHEREAS, Plaintiff John Doe OK 1017 has also named The Parish of Santa Paula and St.
28 Raymond's Catholic Church, a religious entity form unknown, as defendants in the above-referenced

1 litigation; and

2 WHEREAS, The Parish of Santa Paula and St. Raymond's Catholic Church are not separate
3 corporations or civil legal entities of any kind, and The Roman Catholic Bishop of Oakland, a
4 corporation sole, holds title to its assets under civil law.

5 Based on the above, Plaintiff John Doe OK 1017 will file a Request for Dismissal of the
6 Amended Complaint without Prejudice as to Defendants The Parish of Santa Paula and St. Raymond's
7 Catholic Church.

8
9 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

11
12
13 By: 

14 JEFFREY R. BLEASE
15 THOMAS S. BROWN
16 MYLES LANZONE
Attorneys for Defendant The Roman Catholic
Bishop of Oakland, A corporation sole; The Parish
of Santa Paula; and St. Raymond's Catholic Church

17 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICAHEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

21 By: _____

22 MICHAEL RECK
23 MICAHEL G. FINNEGAN
24 JOSEPH GEORGE, JR.
25 JENNIFER E. STEIN
26 Attorneys for Plaintiff John Doe OK 1017
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Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

By: _____
RICHARD SIMONS
Attorneys for Plaintiff John Doe OK 1017

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendants The Parish of Santa Paula and St. Raymond's Catholic Church.

Dated: _____, 2020

HONORABLE DILBERT C. GEE

1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On January 30, 2013, I served the foregoing document(s) described as: **STIPULATION FOR**
5 **DISMISSAL OF DEFENDANTS THE PARISH OF SANTA PAULA AND ST. RAYMOND'S**
6 **CATHOLIC CHURCH WITHOUTH PREJUDICE AND [PROPOSED] ORDER OF**
7 **DISMISSAL** on the interested parties in this action as follows:

8 *Attorneys for Plaintiff John Doe 1017*

9 Michael Reck
10 Michael G. Finnegan
11 Joseph George, Jr.
12 Jennifer E. Stein
13 Jeff Anderson & Associates
14 11812 San Vicente Boulevard, Suite 503
15 Los Angeles, CA 90049
16 Telephone: 310-357-2425
17 Fax: 651-297-6543
18 Email: mreck@andersonadvocates.com
19 mike@andersonadvocates.com
20 jgeorgejr@andersonadvocates.com
21 jennifer@andersonadvocates.com

8 *Attorneys for Plaintiff John Doe 1017*

9 Richard Simons
10 Furtado, Jaspovice & Simons
11 6589 Bellhurst Lane
12 Castro Valley, CA 94552
13 Telephone: 510-917-2169
14 Email: rick@fjlaw.com

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___ Executed on January 30, 2013, at San Francisco, California.

___ I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

___ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Click and Type Name

1 JEFFREY R. BLEASE, CA Bar No. 134933
jblease@foley.com
2 THOMAS S. BROWN, CA Bar No. 178620
tsbrown@foley.com
3 MYLES LANZONE, CA Bar No. 257791
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555 CALIFORNIA STREET
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6 TELEPHONE: 415.434.4484
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8 Attorneys for Defendant The Roman Catholic
Bishop of Oakland, A corporation sole; and St.
Joseph's of Pinole
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JOHN DOE OK 1008, AN INDIVIDUAL

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, A CORPORATION SOLE; ST.
JOSEPH'S OF PINOLE, A RELIGIOUS ENTITY FORM
17 UNKNOWN; AND DOE 3 THROUGH DOE 100,

18 DEFENDANTS.
19
20
21

CASE No: HG20053924

**STIPULATION FOR DISMISSAL OF
DEFENDANT ST. JOSEPH'S OF PINOLE
WITHOUTH PREJUDICE AND [PROPOSED]
ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Dennis Hayashi
Dept. 518

Case Filed: February 10, 2020
FAC Filed: May 28, 2020

22 Plaintiff, John Doe OK 1008 and Defendant The Roman Catholic Bishop of Oakland ("RCBO"),
23 a corporation sole, stipulate to the following regarding the dismissal of Defendant St. Joseph's of Pinole.

24 WHEREAS, Plaintiff John Doe OK 1008 has named The Roman Catholic Bishop of Oakland
25 ("RCBO"), a corporation sole, as a defendant in the above-referenced litigation; and

26 WHEREAS, Plaintiff John Doe OK 1008 has also named St. Joseph's of Pinole, a religious
27 entity form unknown, as a defendant in the above-referenced litigation; and

28 WHEREAS, St. Joseph's of Pinole is not a separate corporation or civil legal entity of any kind,

1 and The Roman Catholic Bishop of Oakland, a corporation sole, holds title to its assets under civil law.

2 Based on the above, Plaintiff John Doe OK 1008 will file a Request for Dismissal of the
3 Amended Complaint without Prejudice as to Defendant St. Joseph's of Pinole.

4
5 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

7
8
9 By: 

10 JEFFREY R. BLEASE
11 THOMAS S. BROWN
12 MYLES LANZONE
Attorneys for Defendant The Roman Catholic
Bishop of Oakland, A corporation sole; and St.
Joseph's of Pinole

13 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICAHEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

18 By: _____

19 MICHAEL RECK
20 MICAHEL G. FINNEGAN
21 JOSEPH GEORGE, JR.
22 JENNIFER E. STEIN
Attorneys for Plaintiff John Doe OK 1008

23 Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

25 By: _____

26 RICHARD SIMONS
27 Attorneys for Plaintiff John Doe OK 1008

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendant St. Joseph's of Pinole.

Dated: _____, 2020

HONORABLE DENNIS HAYASHI

1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On January 30, 2013, I served the foregoing document(s) described as: **STIPULATION FOR**
5 **DISMISSAL OF DEFENDANT ST. JOSEPH'S OF PINOLE WITHOUTH PREJUDICE AND**
[PROPOSED] ORDER OF DISMISSAL on the interested parties in this action as follows:

6 *Attorneys for Plaintiff John Doe OK 1008*

7 *Attorneys for Plaintiff John Doe OK 1008*

8 Michael Reck
9 Michael G. Finnegan
10 Joseph George, Jr.
11 Jennifer E. Stein
12 Jeff Anderson & Associates
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___ I am readily familiar with the firm's practice for collection and processing of correspondence for Express Mail; the firm deposits the collected correspondence with a facility regularly maintained by the United States Postal Service for receipt of Express Mail that same day, in the ordinary course of business, with Express Mail postage thereon fully prepaid, at San Francisco, California. I placed the envelope(s) for collection and Express Mailing on the above date following ordinary business practices.

___ BY EXPRESS SERVICE CARRIER (Via Overnight Courier Service)

___ I placed the envelope(s) in a box or other facility regularly maintained by Click and Type Name of Courier, or delivered the document(s) to a courier or driver authorized by the express service carrier to receive document(s), in an envelope(s) or package designated by the express service carrier, with delivery fees paid or provided for, at San Francisco, California.

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___ Executed on January 30, 2013, at San Francisco, California.

___ I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

___ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Click and Type Name

1 JEFFREY R. BLEASE, CA Bar No. 134933
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4 FOLEY & LARDNER LLP
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SAN FRANCISCO, CA 94104-1520
6 TELEPHONE: 415.434.4484
FACSIMILE: 415.434.4507
7

8 Attorneys for Defendants The Roman Catholic
Bishop of Oakland, A corporation sole, and St.
Joseph's of Pinole
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JOHN DOE OK 1014, AN INDIVIDUAL

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, A CORPORATION SOLE; ST.
JOSEPH'S OF PINOLE, A RELIGIOUS ENTITY FORM
17 UNKNOWN; AND DOE 3 THROUGH 100,

18 DEFENDANTS.
19

CASE No: HG20053992

**STIPULATION FOR DISMISSAL OF
DEFENDANT ST. JOSEPH'S OF PINOLE
WITHOUTH PREJUDICE AND [PROPOSED]
ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Julia Spain
Dept. 520

Case Filed: February 10, 2020
FAC Filed: March 9, 2020

20
21 Plaintiff, John Doe OK 1014 and Defendant The Roman Catholic Bishop of Oakland ("RCBO"),
22 a corporation sole, stipulate to the following regarding the dismissal of Defendant St. Joseph's of Pinole.

23 WHEREAS, Plaintiff John Doe OK 1014 has named The Roman Catholic Bishop of Oakland
24 ("RCBO"), a corporation sole, as a defendant in the above-referenced litigation; and

25 WHEREAS, Plaintiff John Doe OK 1014 has also named St. Joseph's of Pinole, a religious
26 entity form unknown, as a defendant in the above-referenced litigation; and

27 WHEREAS, St. Joseph's of Pinole is not a separate corporation or civil legal entity of any kind,
28 and The Roman Catholic Bishop of Oakland, a corporation sole, holds title to its assets under civil law.

1 Based on the above, Plaintiff John Doe OK 1014 will file a Request for Dismissal of the
2 Amended Complaint without Prejudice as to Defendant St. Joseph's of Pinole.

3
4 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

6
7
8 By: 
9 JEFFREY R. BLEASE
10 THOMAS S. BROWN
11 MYLES LANZONE
Attorneys for Defendants The Roman Catholic
Bishop of Oakland, A corporation sole, and St.
Joseph's of Pinole

12 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICAHEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

17 By: _____
18 MICHAEL RECK
19 MICAHEL G. FINNEGAN
20 JOSEPH GEORGE, JR.
21 JENNIFER E. STEIN
Attorneys for Plaintiff John Doe OK 1014

22 Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

24 By: _____
25 RICHARD SIMONS
26 Attorneys for Plaintiff John Doe OK 1014
27
28

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendant St. Joseph's of Pinole.

Dated: _____, 2020

HONORABLE JULIA SPAIN

1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On June 1, 2020, I served the foregoing document(s) described as: **STIPULATION FOR DISMISSAL**
5 **OF DEFENDANT ST. JOSEPH’S OF PINOLE WITHOUTH PREJUDICE AND [PROPOSED]**
ORDER OF DISMISSAL on the interested parties in this action as follows:

6 *Attorneys for Plaintiff John Doe OK 1014*

Attorneys for Plaintiff John Doe OK 1014

7 Michael Reck
8 Michael G. Finnegan
9 Joseph George, Jr.
10 Jennifer E. Stein
11 Jeff Anderson & Associates
12 11812 San Vicente Boulevard, Suite 503
13 Los Angeles, CA 90049
Telephone: 310-357-2425
Fax: 651-297-6543
Email: mreck@andersonadvocates.com
mike@andersonadvocates.com
jgeorgejr@andersonadvocates.com
jennifer@andersonadvocates.com

Richard Simons
Furtado, Jaspovice & Simons
6589 Bellhurst Lane
Castro Valley, CA 94552
Telephone: 510-917-2169
Email: rick@fjlaw.com

14 _____ **BY MAIL**

15 _____ I placed the envelope(s) with postage thereon fully prepaid in the United States
16 mail, at San Francisco, California.

17 _____ I am readily familiar with the firm’s practice of collection and processing
18 correspondence for mailing with the United States Postal Service; the firm
19 deposits the collected correspondence with the United States Postal Service that
same day, in the ordinary course of business, with postage thereon fully prepaid,
at San Francisco, California. I placed the envelope(s) for collection and mailing
on the above date following ordinary business practices.

20 _____ **BY E-MAIL**

21 _____ I served the foregoing document via e-mail to the addressees above at the e-mail
addresses listed therein.

22 _____ **BY FACSIMILE**

23 _____ I transmitted the document(s) by facsimile transmission from a facsimile
24 transmission machine, at San Francisco, California, with the telephone number,
415.434.4507, to Click and Type Name whose facsimile transmission
25 telephone number is Click and Type Number .

26 _____ I am readily familiar with the firm’s practice for delivery by facsimile
27 transmission: the firm transmits the document(s) from a facsimile transmission
28 machine to the person to be served. I placed the document(s) in the place
designated by the firm, at San Francisco, California, for facsimile transmission
to Click and Type Name whose facsimile transmission telephone number is
Click and Type Number on the above date following ordinary business
practices. The document(s) was transmitted from a facsimile transmission

1 machine with the telephone number of 415.434.4507.
2 The facsimile transmission was reported as complete without error by a transmission
3 report, issued by the facsimile transmission machine upon which the transmission was
4 made, immediately following the transmission.

5 _____ BY HAND DELIVERY. I delivered the envelope(s) by hand to addressee(s).

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28 envelope(s) in an envelope or package designated by the express service carrier
for collection and processing for express service delivery on the above date
following ordinary business practices.

_____ Executed on January 30, 2013, at San Francisco, California.

_____ I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

_____ I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

Click and Type Name

1 JEFFREY R. BLEASE, CA Bar No. 134933
jblease@foley.com
2 THOMAS S. BROWN, CA Bar No. 178620
tsbrown@foley.com
3 MYLES LANZONE, CA Bar No. 257791
mlanzone@foley.com
4 FOLEY & LARDNER LLP
555 CALIFORNIA STREET
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SAN FRANCISCO, CA 94104-1520
6 TELEPHONE: 415.434.4484
FACSIMILE: 415.434.4507
7

8 Attorneys for Defendant The Roman Catholic
Bishop of Oakland, A corporation sole; Our Lady of
the Rosary
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 JOHN DOE OK 1022, an individual,

13 PLAINTIFF,

14 v.

15 THE ROMAN CATHOLIC BISHOP OF
16 OAKLAND, a Corporation Sole; OUR LADY OF
THE ROSARY, a religious entity form unknown;
17 and Doe 3 through 100,

18 DEFENDANTS.
19

CASE No: HG19048685

**STIPULATION FOR DISMISSAL OF
DEFENDANT OUR LADY OF THE
ROSARY WITHOUTH PREJUDICE AND
[PROPOSED] ORDER OF DISMISSAL**

Assigned for All Purposes to
Hon. Noel Wise
Dept. 24

Case Filed: December 30, 2019
FAC Filed: May 11, 2020

20
21 Plaintiff, John Doe OK 1022 and Defendant The Roman Catholic Bishop of Oakland (“RCBO”),
22 a corporation sole, stipulate to the following regarding the dismissal of Defendant Our Lady of the
23 Rosary.

24 WHEREAS, Plaintiff John Doe OK 1022 has named The Roman Catholic Bishop of Oakland
25 (“RCBO”), a corporation sole, as a defendant in the above-referenced litigation; and

26 WHEREAS, Plaintiff John Doe OK 1022 has also named Our Lady of the Rosary, a religious
27 entity form unknown, as a defendant in the above-referenced litigation; and

28 WHEREAS, Our Lady of the Rosary is not a separate corporation or civil legal entity of any

1 kind, and The Roman Catholic Bishop of Oakland, a corporation sole, holds title to its assets under civil
2 law.

3 Based on the above, Plaintiff John Doe OK 1022 will file a Request for Dismissal of the
4 Amended Complaint without Prejudice as to Defendant Our Lady of the Rosary.

5 Date: July 8, 2020

FOLEY & LARDNER LLP
JEFFREY R. BLEASE
THOMAS S. BROWN
MYLES LANZONE

6
7
8
9
10 By: 

11 JEFFREY R. BLEASE
12 THOMAS S. BROWN
13 MYLES LANZONE
Attorneys for Defendant The Roman Catholic
Bishop of Oakland, A corporation sole; Our Lady of
the Rosary

14 Date: July ____, 2020

JEFF ANDERSON & ASSOCIATES
MICHAEL RECK
MICAHEL G. FINNEGAN
JOSEPH GEORGE, JR.
JENNIFER E. STEIN

15
16
17
18
19 By: _____

20 MICHAEL RECK
21 MICAHEL G. FINNEGAN
22 JOSEPH GEORGE, JR.
23 JENNIFER E. STEIN
Attorneys for Plaintiff John Doe OK 1022

24 Date: July ____, 2020

FURTADO, JASPOVICE & SIMONS
RICHARD SIMONS

25
26 By: _____

27 RICHARD SIMONS
28 Attorneys for Plaintiff John Doe OK 1022

[PROPOSED] ORDER

Based on the Stipulation of the Parties, the Court hereby Orders the dismissal without prejudice of the Amended Complaint as to defendant Our Lady of the Rosary.

Dated: _____, 2020

HONORABLE NOEL WISE

1 **PROOF OF SERVICE**

2 I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 California Street, Suite 1700, San Francisco, CA
94104-1520.

4 On January 30, 2013, I served the foregoing document(s) described as: **STIPULATION FOR**
5 **DISMISSAL OF DEFENDANT OUR LADY OF THE ROSARY WITHOUTH PREJUDICE**
AND [PROPOSED] ORDER OF DISMISSAL on the interested parties in this action as follows:

6 *Attorneys for Plaintiff John Doe OK 1022*

Attorneys for Plaintiff John Doe OK 1022

7 Michael Reck
8 Michael G. Finnegan
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Richard Simons
Furtado, Jaspovice & Simons
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Telephone: 510-917-2169
Email: rick@fjlaw.com

14
15 BY MAIL

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mail, at San Francisco, California.

17 I am readily familiar with the firm’s practice of collection and processing
18 correspondence for mailing with the United States Postal Service; the firm
19 deposits the collected correspondence with the United States Postal Service that
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____ BY EXPRESS MAIL (Via United States Postal Service)

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____ Executed on January 30, 2013, at San Francisco, California.

____ I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

____ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Click and Type Name

Exhibit E

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Exhibit F

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1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 20-12345-mg

4 - - - - - x

5 In the Matter of:

6

7 THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK,

8

9 Debtor.

10 - - - - - x

11 United States Bankruptcy Court

12 One Bowling Green

13 New York, NY 10004-1408

14

15 Thursday, February 8, 2024

16 9:32 AM

17

18

19

20

21 B E F O R E :

22 HON. MARTIN GLENN

23 U.S. BANKRUPTCY JUDGE

24

25 ECRO: KAREN

Page 2

1 HEARING re Hybrid Status Conference Re: Claim(s) of Scott
2 Davidson
3
4 HEARING re Hybrid Disclosure Statement Hearing. (Doc ##
5 2828, 2829, 2834, 2855 to 2859, 2867, 2873, 2874, 2885,
6 2697, 2707, 2752, 2754, 2755, 2786 to 2790, 2793, 2794,
7 2812, 2813, 2818, 2825, 2826, 2891, 2892, 2896, 2897
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25 Transcribed by: Sonya Ledanski Hyde

Page 3

1 APPEARANCES :
2
3 JONES DAY
4 Attorneys for Debtor
5 250 Vessey Street
6 New York, NY 10281-1047
7
8 BY: ANDREW M. BUTLER, ESQ.
9 CORINNE BALL, ESQ.
10 BEN ROSENBLUM, ESQ.
11
12 PACHULSKI STANG ZIEHL JONES LLP
13 Attorneys for Official Committee of Unsecured Creditors
14 780 Third Avenue, 34th Floor
15 New York, NY 10017
16
17 BY: KAREN B. DINE, ESQ.
18 JAMES I. STANG, ESQ.
19
20
21
22
23
24
25

Page 4

1 UNITED STATES DEPARTMENT OF JUSTICE
2 Attorney for the United States Trustee
3 One Bowling Green, Suite 739
4 New York, NY 10004-1408
5
6 BY: GREG ZIPES, ESQ.
7 MARK BRUH, ESQ.
8
9 ALSO PRESENT:
10 SCOTT DAVIDSON
11
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Page 5

1 PROCEEDINGS
2 CLERK: All rise.
3 THE COURT: Please be seated. Good morning.
4 MR. DAVIDSON: Good morning.
5 THE COURT: All right. The first matter we're
6 going to take up is a continuation of the hearing with
7 respect to Mr. Davidson. Why don't you come on up, Mr.
8 Davidson. You can sit. Go ahead. Sit next to Mr. Butler.
9 So first, Mr. Butler, maybe you can tell me what you've
10 learned since we were here.
11 MR. BUTLER: Good morning, Your Honor. Andrew
12 Butler, with Jones Day, for the debtor.
13 THE COURT: Good morning.
14 MR. BUTLER: Your Honor, we spoke with the claims
15 agent in this case shortly after the hearing on Tuesday, and
16 what happened was when they received what is now Claim
17 Number 20079, it included with it as an attachment a proof
18 of claim. They filed that attachment, which is now Claim
19 Number 20078 as its own separate proof of claim.
20 So we've spoken with Mr. Davidson. From the
21 debtor's perspective, we've filed an objection to a
22 duplicate proof of claim, and so we've told him, whether
23 he'd like 90182, what was filed by Mr. Garabedian, or 20078,
24 that was filed as an attachment to his (indiscernible) proof
25 of claim, we're happy for him to have either of them. We

Page 6

1 just need to decide which one is which.
2 We've spoken with Mr. Davidson yesterday about
3 that. Ms. Dine and I did by phone. We don't have a
4 decision yet from Mr. Davidson. We've offered him an amount
5 of time to make that decision, and I believe he'd like to
6 address Your Honor.
7 THE COURT: Sure. Thank you very much, Your
8 Honor.
9 Come on up to the microphone. Good morning, Mr.
10 Davidson.
11 MR. DAVIDSON: Good morning, Judge.
12 THE COURT: So tell me what you want to do. And
13 if you haven't made your mind up yet, I'll give you a couple
14 of days to figure it out.
15 MR. DAVIDSON: Well, I don't think a couple of
16 days is going to make much of a difference. I really don't
17 know from a legal standpoint what the difference is between
18 the two claims. However, what I do know is that the 12-page
19 proof of claim dated 7/15/21, certified mail
20 7019297000157394862, which I sent to Mr. Garabedian on that
21 same date, July 15, 2021, was sent because Mr. Garabedian
22 told me that this is the way that we proceed. Sign the
23 document, then we proceed.
24 I signed the document. I sent it back to Mr.
25 Garabedian. Mr. Garabedian is the one who generated that

Page 7

1 document. I did not generate it. Based on that
2 information, Mr. Garabedian told me that the claim number
3 assigned to that original proof of claim, not the one
4 wrongfully generated by Epiq, was Claim Number 90182. This
5 is the claim I would like to remain.
6 THE COURT: That you would like to what?
7 MR. DAVIDSON: To remain.
8 THE COURT: Okay. That's the original claim?
9 MR. DAVIDSON: The original claim, which Mr.
10 Garabedian filed. He received from me and signed for it on
11 the 19th of July.
12 THE COURT: Okay. Well, let me just ask, because
13 I'm fine with your decision, okay? What I saw as -- and I
14 understand Epiq shouldn't have done it without at least
15 talking to someone first. They did. I understand why they
16 did it, because you had attached the report for yourself to
17 the claim you filed for your brother, your deceased brother.
18 MR. DAVIDSON: I did.
19 THE COURT: So I think this was an honest mistake
20 on their part that has led to this confusion. Okay.
21 MR. DAVIDSON: I agree.
22 THE COURT: Let me inquire. So at this point, you
23 know, the report -- the medical report is -- the debtor has
24 it, the committee has it. It's not public, but they have it
25 because you attached it to your brother's -- to the claim

Page 8

1 you were filing on behalf of your brother.
2 MR. DAVIDSON: Yes.
3 THE COURT: Okay. You told me earlier this week
4 that you disagreed with Mr. Garabedian as to whether you
5 should use that report. You indicated you wanted to. Okay.
6 It's not attached to your original claim.
7 MR. DAVIDSON: No, it's not.
8 THE COURT: So I'm fine whichever you choose. If
9 you use the original claim that's without the report, if
10 it's the later filed claim that's with the report. I didn't
11 see any difference. I didn't study every line and page. It
12 didn't look to me there was any difference in the claims
13 other than the attachment of the report. Here's what I
14 would suggest. You talk to Ms. Dine and Mr. Butler
15 separately or together --
16 MR. DAVIDSON: Together.
17 THE COURT: And you decide. Whatever that
18 decision is, maybe I'd ask Ms. Dine just prepare a
19 stipulation that whichever one he chooses, that's the
20 surviving claim. Okay. There's only going to be one claim.
21 You pick which one, okay? You're telling me now you want it
22 to be your original claim. That's fine with me. But I
23 think the way to do that is just a stipulation.
24 Let me just say I am going to grant Mr.
25 Garabedian's motion to withdraw, and that's granted and I'll

Page 9

1 enter an order today doing that. With respect to that, you
2 need to decide whether to find new counsel. Okay. I think
3 one of the things that was made clear on the record earlier
4 this week, I wanted to be sure that you weren't prejudiced
5 by Mr. Garabedian saying that, well, he has an attorney's
6 lien on -- if you have it by settlement or judgment,
7 however, if you recover, he has no claim to any of the
8 amounts that you recover. If you retain new counsel, you'll
9 have to do an engagement with them. But my suggestion is
10 talk with the committee's counsel before you do that. But
11 the one thing, I just want the record in this case clear as
12 to which your claim is, okay?
13 MR. DAVIDSON: Okay, sir.
14 THE COURT: All right.
15 MR. DAVIDSON: Whenever I speak with the
16 committee, should opposing counsel be present?
17 THE COURT: They don't have to be.
18 MR. DAVIDSON: Oh, okay.
19 THE COURT: I mean, the committee represents the
20 unsecured creditors. But the survivors --
21 MR. DAVIDSON: Yes.
22 THE COURT: -- are unsecured creditors in the
23 case. While you individually are not represented by the
24 committee, they're more aligned with your interests than the
25 debtor is. I mean, Mr. Butler's being entirely fair about

Page 10

1 it, and I appreciate his having checked out what happened so
2 we got to the bottom of that.
3 MR. DAVIDSON: Yes.
4 THE COURT: Okay. So I would just ask, Ms. Dine,
5 whatever Mr. Davidson's decision is, just put it in the form
6 of a stipulation, okay?
7 MS. DINE: Your Honor, Karen Dine, Pachulski Stang
8 Ziehl & Jones, on behalf of the committee. My only question
9 on that is a slightly procedural one, given that the first
10 claim was disallowed by order --
11 THE COURT: Well, just put in -- vacate the order
12 disallowing that claim as a duplicate claim --
13 MS. DINE: -- just put in it as vacated. Okay.
14 THE COURT: Whichever, so there's one claim.
15 MS. DINE: Right. I just wanted to ask
16 procedurally how you wanted us to address that.
17 THE COURT: Yeah, and if he decides that he wants
18 that original claim, we'll just vacate the expungement of
19 his duplicate claim and the later filed claim would just be
20 a nullity. Okay?
21 MS. DINE: We're happy to assist Mr. Davidson.
22 THE COURT: All right. Thank you very much, Mr.
23 Davidson.
24 MR. DAVIDSON: Thank you, sir.
25 THE COURT: Okay. All right. The court is going

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1 to be in recess until 10:00 for the scheduled disclosure
2 statement hearing. You're welcome to stay or leave,
3 whichever you choose, Mr. Davidson, okay?
4 MR. DAVIDSON: Yes.
5 THE COURT: All right. I'm glad we got to the
6 bottom of what happened at least resolved now for the day,
7 okay? All right. So the court will be back at 10:00
8 (Recess)
9 CLERK: All rise.
10 THE COURT: Please be seated. Good morning,
11 everyone. We're here in the Roman Catholic Diocese of
12 Rockville Centre, New York, 20-12345. This is the hearing
13 with respect to the disclosure statement. So I received a
14 lot of paper, including some very recently. First, somebody
15 on behalf of the debtor, just give me an update before we
16 start going into the disclosure statement itself. I don't
17 know who wants to do that.
18 MS. BALL: Good morning, Your Honor. Corinne Ball
19 of Jones Day, on behalf of the debtor.
20 THE COURT: Good morning.
21 MS. BALL: Well, Your Honor, cutting to the chase
22 and the reason for all the paper, we and the committee very
23 carefully complied with your order of January 18. I think
24 where we are now, we have limited the disclosure issues, we
25 have limited the disagreements and maximized the agreements

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1 on the solicitation motion and yesterday Your Honor should
2 have received the committee's letter.
3 THE COURT: I did.
4 MS. BALL: We saw it slightly before then, just
5 the evening before. So depending on what happens today,
6 Your Honor, I think the fourth amended disclosure statement
7 that was filed -- excuse me, Your Honor, that was filed on
8 February 6th at Docket 2885 is what we're working from. I
9 would only stop to point out to Your Honor that all the
10 exhibits, save a new Exhibit 7, are appended to the
11 disclosure statement that we filed on the 29th --
12 THE COURT: And I brought that out.
13 MS. BALL: -- which is Docket Number 2858. But I
14 think that the committee has also responded, Your Honor, to
15 your order of -- your order of January 30 regarding their
16 position in another case. They filed their response
17 February 1, essentially pointing out that the committee
18 favored procedures that supported litigation against the
19 debtor and the trust by survivors, but not litigation
20 brought by or on behalf of the debtor or the trust against
21 survivors, which I think is reflected in the TD -- what
22 we'll call the trust distribution procedures, or TDPs, of
23 the case to which Your Honor referred, the open diocesan
24 case that is in Rochester.
25 THE COURT: I'll make no secret, Judge Warren and

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1 I speak to each other from time to time. So that's how I
2 first became aware of what appeared to be the committee's
3 support for provisions in the plan in Rochester, which it
4 was opposing here.
5 MS. BALL: Your Honor, it's interesting. If we
6 would just take a step back and probably the most relevant
7 open diocesan cases, which have been a source of concern for
8 us and a great contributor to our plan structure, are
9 clearly Rochester, Syracuse and Camden.
10 I stop there, Your Honor, to say, each one of
11 those, as much or more than a year ago, and all of them are
12 older or the same day as this case, reached an agreement
13 with the committee on terms of the plan. Since that time,
14 we've had a decision in Camden, we've had several
15 adjournments in Rochester and we are expecting an opinion
16 from Judge Kinsella in Syracuse. Essentially, those three
17 cases are mired in litigation, primarily with the insurers -
18 -
19 THE COURT: Yeah. I mean, one of the --
20 MS. BALL: -- regarding the trust distribution
21 procedures to be used in claims.
22 THE COURT: Sure. But one of the big differences
23 I see is settlements with insurers, not all of them, but
24 some of them -- here we don't have any -- makes a big
25 difference.

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1 MS. BALL: Your Honor, it's very interesting. In
2 each of those cases, the committee reached an agreement with
3 the debtor, in fact, in two of the three leaving behind a
4 deal with the insurer, which were the facts of Rochester and
5 Camden, to reach a deal with the committee. No deal with
6 the insurer was reached until after the new plan with the
7 new trust distribution procedures were filed. In that case,
8 after continuing litigation, particularly in Rochester, they
9 were able to get the support of some, but not all the
10 insurers.

11 THE COURT: Was there one -- one insurer --

12 MS. BALL: That was not the case in Syracuse or
13 Camden.

14 THE COURT: -- one insurer that they haven't been
15 able to get on board?

16 MS. BALL: Yes, and unfortunately, it happens to
17 be the largest and the primary, as I understand the CNA.
18 But critically, the sequencing -- we'll deal with the
19 insurers later. We're in the same place. But we would not
20 like to be mired in litigation over the bias or unfairness,
21 or the lack of review of fees or claims in our trust
22 distribution or other procedures.

23 Not surprisingly, Your Honor, there is not
24 uniformity of committee counsel in all those cases.
25 Pachulski is in Rochester. Special insurance counsel is

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1 also a special insurance council of the committee in two of
2 the three cases, Syracuse and Rochester. But what's
3 interesting is some of the same state court counsel who Mr.
4 Stang refers to as having significant number of claims is
5 present in all three cases. So the continuity in process
6 and the approach to the TDP shouldn't be a surprise.

7 THE COURT: But I also gather from, I think, what
8 Judge Warren told me, there has not been a stay in place on
9 state court litigation in Rochester for some time. But
10 nobody seems anxious to push ahead with state court
11 litigation on behalf of claimants in Rochester.

12 MS. BALL: That's our understanding, Your Honor.
13 Also, while objections to claims were filed in Rochester,
14 they were never prosecuted. So both sides stood down. So
15 litigation continues. And what I hear from our client is,
16 please, do something. We don't want to be like Rochester,
17 Camden or Syracuse.

18 THE COURT: Well, where you may be is without a
19 bankruptcy case and facing a lot of litigation in state
20 court. That's where you may wind up being. I think I
21 commented that one or two drafts ago, you included the
22 toggle to dismissal if you didn't get the requisite votes.
23 And I was chagrined when the committee objected to that
24 after having made the motion to dismiss the case. You've
25 now changed that it's not automatic. You have to make a

Page 16

1 motion.

2 MS. BALL: We have taken on that burden, Your
3 Honor. We still believe --

4 THE COURT: Well, it's not much of a burden,
5 frankly. I mean, as frustrated as I've been in this case, I
6 think I've made clear I'm not going to sua sponte dismiss
7 the case. If somebody moves to dismiss, and whether or not
8 it's opposed, I mean, if it's a meritorious motion, that'd
9 be the result, but I'm not going to do it sua sponte. So I
10 don't know whether we're all engaged in a dance here as to
11 how this case will proceed.

12 Let me just say generally, and I don't know
13 whether you're going to argue the disclosure statement
14 issues or one of your colleagues is going to stand to do
15 that. I am very pleased that I think that the principal
16 concerns that I raised at the last hearing, to have a plain
17 English explanation of what was really happening here, I
18 think you've largely accomplished that. I still have a
19 problem with the ballot. I think the U.S. trustee has
20 objected to that. Let me make clear by these preliminary
21 comments, I'm not saying that the disclosure statement as is
22 written right now is going to be approved. But you've made
23 really substantial progress. And I appreciate, in my view,
24 the committee was professional and responded to my direction
25 to do that, to provide comments, most of which have been

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1 accepted. This last iteration, in fact, after they filed an
2 objection to what you had filed, you incorporated most of
3 what they did.

4 MS. BALL: We did.

5 THE COURT: That's frankly how the process, at
6 least of the disclosure statement, is supposed to work. So
7 I'm appreciative of all of you for that. There are a couple
8 of -- and I don't know whether you want to deal with this or
9 one of your colleagues. There's a couple of things I don't
10 understand about how this process would unfold if the
11 disclosure statement is approved, solicited and somehow you
12 got the votes, which is going to be quite an uncertain task.

13 But assuming all that happened, someone tell me
14 how the claims against the diocese-related parties who are
15 release parties would be dealt with in administering this
16 case. I ask that because you filed a lot of claims
17 objections. I ruled on all of them. Claims got expunged,
18 some with leave, some without. The plan and disclosure
19 statement say that if claims are expunged, people don't get
20 to vote. I think at the last hearing, I was told, oh, but
21 they'll still have the ability to receive \$50,000 if they
22 have CVA claims in state court. How will it work? What's
23 the proposal for how it will work with respect to objections
24 to CVA claims?

25 MS. BALL: We are prepared to deal with that this

Page 18

1 morning, Your Honor. Indeed, we have -- to burden you or
2 your clerks with a slide presentation, which I think will
3 walk through it, expunged claims are not getting any minimum
4 consideration. Disallowed claims that are still alive
5 definitely are. And if I may approach, Your Honor?
6 THE COURT: Yeah, sure. Have you already given
7 the committee a copy of what you're --
8 MS. BALL: Yes, I have.
9 MALE: (indiscernible) served, Your Honor.
10 THE COURT: Thank you. I'm sure you'll explain.
11 I don't understand what you just told me about -- so I
12 expunged -- I don't know what the total number of claims
13 was, but I did. There's some appeals pending. I don't
14 know. So let's focus on the ones that have CVA lawsuits
15 that are also pending. If I understand the plan correctly,
16 if the plan is confirmed, the effect would be to release the
17 parishes and schools that are debtor-related parties. But
18 the claimants would remain -- I think remain eligible for
19 minimum distributions.
20 MS. BALL: Only if their CVA claim were ultimately
21 allowed, Your Honor.
22 THE COURT: Well, that's what I need to
23 understand. They're state court claims. They're not claims
24 here. They're not claims against the debtor. Who decides
25 whether the claims are allowed, if they're disallowed?

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1 Who's making that decision? Who challenges it? It just
2 seems strange to me that for non-debtor parties' state court
3 cases, who's going to decide that?
4 MS. BALL: Your Honor, why don't we focus just for
5 a moment, and it's on Page 10 of this booklet, on the 130
6 claims that we have identified as litigating abuse claims.
7 This is the new Exhibit 7, Your Honor, which really is an
8 addendum to the claims list on Exhibit 6, which identifies
9 for every claimant whether they're a litigating abuse claim
10 or a settled claim. Everyone that is not a litigating abuse
11 claim is in the trust distribution procedures, including
12 with their state court actions.
13 MALE: (indiscernible)
14 MS. BALL: Excuse me?
15 MALE: (indiscernible)
16 MS. BALL: On the litigating abuse claim, Your
17 Honor, these are the omnibus objections that we made.
18 Here's how they worked out. And here also is the number of
19 litigating abuse claims. There are five kinds of litigating
20 abuse claims. We tend to know a lot about four of the five
21 kinds. There are those, which are those 110 claims which we
22 have objected to that have been disallowed, some of which
23 still have lawsuits against a covered party, which you'll
24 see here, that list --
25 THE COURT: Seventy-seven of them.

Page 20

1 MS. BALL: That's right, Your Honor. That's one
2 category is that 110.
3 THE COURT: Just where I got that number from, I'm
4 on Page 10 of the --
5 MS. BALL: Yes, of the demonstrative --
6 THE COURT: -- presentation, the demonstrative.
7 It's exhibit -- litigating abuse claims disclosure
8 statement, Exhibit 7. When I look all to the right column,
9 number of litigating abuse claims against covered party
10 other than the debtor, 77 is the number at the bottom.
11 MS. BALL: So not surprisingly, Your Honor,
12 they're dominated by the two notice claims, which, not
13 surprising, there are 46 of those all told between the 8th
14 and the 13th omnibus.
15 THE COURT: Just so the record is clear, you're
16 indicating that when the court ruled on the 8th and 13th
17 omnibus objections, there are 24 with respect to the 8th
18 omnibus objection. Of those claimants, 24 of them had CVA
19 actions. And as to the 13th, 22 of them had CVA actions.
20 Do I understand that correctly?
21 MS. BALL: Yes, Your Honor. And in the Exhibit 7,
22 that's actually appended to our most recent plan at 2885.
23 We have a docket of all your decisions listed. So the date
24 and where we can find them. For simplicity's sake, I did
25 not put them here. But let's look at so we have 110

Page 21

1 litigating abuse claims that resulted from the objections
2 that we made. We have another 20 claims, Your Honor, which
3 are CVA actions that do not have a proof of claim, which is
4 how we get to the total of 130. I will come back to what's
5 in there.
6 We then have, in addition to those two categories,
7 we have as litigating abuse claims, we have the indirect
8 abuse claims. The parish's indirect abuse claim has already
9 been disallowed and they're getting released. So it's not
10 them. But there are eight other parties that filed indirect
11 abuse claims which are listed on Page 11.
12 THE COURT: Just so I can be sure to understand
13 it, the next to last column, number of litigating abuse
14 claims, the total is 130. The line above that has 20.
15 MS. BALL: Those are the CVAs that have no proof
16 of claim was filed.
17 THE COURT: So there's no claim against the
18 debtor, but there were 20 CVA actions. I don't know whether
19 against schools or parishes, whatever they were.
20 MS. BALL: There are 16 named schools or parishes.
21 But the quality of those claims, Your Honor, like the
22 quality, we believe, of 110 claims is something else.
23 THE COURT: Well, let me -- but they're not
24 creditors in this case. Are you proposing to release their
25 claims? They're not creditors here. They don't get to

Page 22

1 vote.

2 MS. BALL: Those 16.

3 THE COURT: Don't get to vote.

4 MS. BALL: Right.

5 THE COURT: They don't get to vote. Does the plan

6 release their claim? They're not creditors in this case.

7 And you propose to discharge and release their claims

8 against the parishes, right?

9 MS. BALL: We propose to channel their claims to

10 the trust.

11 THE COURT: How do you do that, though? They're

12 not -- they haven't filed claims here. They're not before

13 me. They chose for whatever reason, maybe because they

14 think they've got a slam dunk case against the parish. I'm

15 sure you disagree with that, but assume they have slam dunk

16 cases against the parish. They say, why should I bother

17 with the diocese? I've got a parish with a lot of assets

18 and I'll proceed against them. I'm not going to bother with

19 this bankruptcy. The parish is not in bankruptcy. I'm just

20 going to go against them. How do you -- what's the

21 authority to release or discharge claims of non-creditors?

22 MS. BALL: That would be the only group, Your

23 Honor.

24 THE COURT: I'm sorry?

25 MS. BALL: These 17, 16 (indiscernible) --

Page 23

1 THE COURT: No, but tell me what's the authority

2 to do that.

3 MS. BALL: Your Honor, the only way to reach them

4 is really an extension, frankly, of the property of the

5 debtor, which is the insurance. These same claims are co-

6 insureds.

7 THE COURT: These are -- I don't remember the

8 percentage now, but in a prior opinion, I wrote that, what

9 was it, that the parishes paid like 80 percent of the

10 premium. They are -- yeah, they're co-insureds. But you

11 paid -- you, the diocese, paid a small percentage of the

12 premiums. The parish -- I don't know how many parishes are

13 involved with these 16 claims. Do you know?

14 MS. BALL: Sixteen, I would believe, Your Honor.

15 But let's talk about what's there. What's there, many of

16 those lawsuits, let's see, there are IRCP releases signed

17 for three of them. But --

18 THE COURT: So do you know are they before Judge

19 Steinman? Judge Steinman will decide what to do --

20 MS. BALL: Most of them are before Judge Steinman.

21 Not all of them.

22 THE COURT: Okay.

23 MS. BALL: And obviously, some of them are stayed,

24 Your Honor, because of the Arrowood injunction.

25 THE COURT: Sure. But I don't understand -- can

Page 24

1 you --

2 MS. BALL: They have Boy Scout releases in some of

3 those.

4 THE COURT: Look --

5 MS. BALL: They weren't creditors there either,

6 Your Honor.

7 THE COURT: They may well, if there are valid

8 releases, the parish will have a good defense before Justice

9 Steinman or another state court judge. They'll have good

10 defenses to it.

11 MS. BALL: So, Your Honor, we think there will be

12 only a handful and maybe --

13 THE COURT: Well, focus on this handful. Look,

14 let me put something --

15 MS. BALL: I understand your concern --

16 THE COURT: -- make something clear about -- maybe

17 I can be persuaded otherwise, but --

18 MS. BALL: If we are looking --

19 THE COURT: Stop. I'm searching for my words.

20 MS. BALL: Okay.

21 THE COURT: I'll tell you when I'm done. Am I

22 correct that there are 110 claims that have been disallowed

23 or expunged by the court? How many of them reflect a final

24 order of this court, as opposed to whether appeals or leave

25 to amend? Do you know the answer to that?

Page 25

1 MS. BALL: Your Honor, the ones that are still

2 alive, frankly, Your Honor, are the 31 which was on appeal.

3 That brief was filed late last week that Your Honor was the

4 -- did not supervise objection and decision that Your Honor

5 raised. That appeal is pending in front of Judge Oetken.

6 So of the ones that --

7 THE COURT: So let's just take --

8 MS. BALL: -- and there are no live actions in any

9 of those against a covered party, Your Honor.

10 THE COURT: Let's just take that. It's in

11 response to the 6th and 16th omnibus objection.

12 MS. BALL: Right.

13 THE COURT: There are 31 claimants who don't have

14 a right to vote.

15 MS. BALL: They do have their codefendants, Your

16 Honor.

17 THE COURT: I understand, but they don't get to

18 vote on a plan that would -- as to those 31, they'd have the

19 ability to recover some minimum --

20 MS. BALL: If they are allowed on appeal, they

21 would have the ability to get minimum consideration if those

22 claims are resolved in their favor. But there is no covered

23 party. There is no -- Your Honor's jurisdictional concern

24 doesn't apply. And at least as to voting --

25 THE COURT: There's no CVA claim against a covered

Page 26

1 party for those --

2 MS. BALL: No.

3 THE COURT: That's what you're telling me.

4 MS. BALL: No.

5 THE COURT: But what --

6 MS. BALL: And by the way, Your Honor, as part of

7 our agreement on the solicitation motion, we are having all

8 of the litigating abuse claims -- provisionally those --

9 they are voting provisionally. And in essence, we will sort

10 out the 3018 issue, if they have to make a motion, be

11 allowed for voting only if indeed we're going forward. We

12 don't see reason for either party to be saddled with that

13 expense if we're not going to go forward. So all of those,

14 at least 110, are voting provisionally. So we're only

15 talking about, frankly, the 16th.

16 THE COURT: So the 13th omnibus objection, the

17 notice issue, 22 of the 27 --

18 MS. BALL: Have claims against covered parties.

19 THE COURT: Covered parties. And are they going

20 to get to vote or not?

21 MS. BALL: Yes, 27 are going to get to vote, Your

22 Honor, provisionally. That is our proposal.

23 THE COURT: Well --

24 MS. BALL: Yes.

25 THE COURT: So let's just assume that, on appeal,

Page 27

1 my decision is affirmed and they're finally disallowed. If

2 that happens before voting, then you don't count votes,

3 right?

4 MS. BALL: Well, the issue of whether those votes

5 should count would be resolved once we know whether or not

6 their votes make a difference and after the voting

7 calculations are in. We're nowhere close, Your Honor. And

8 we are hoping to reach the global settlement we all believe

9 is in the best interest of everyone. We won't have to deal

10 with it. We will have to deal with it if we're making

11 progress on a global settlement. But all 110 will be

12 voting. Most of them do not have claims against covered

13 parties. The Boy Scouts --

14 THE COURT: On the 13th, 22 of them do.

15 MS. BALL: Well, Your Honor, it's more than that.

16 The ones that I would suggest, and we have to get to the

17 process for them, are the 46. If you were to add both the

18 24 from the 8th --

19 THE COURT: Right.

20 MS. BALL: -- and the 22 from the 13th, those

21 still have state court actions that have to be resolved.

22 Pursuant to our plan, their recovery is against the trust

23 and resolution under Section 8 of our trust distribution

24 procedures says the bankruptcy claim gets resolved first.

25 Then, since they've already chosen their forum, we will

Page 28

1 restart the litigation against the covered parties. But

2 recovery will be channeled to the trust. But they will be

3 in that state court forum with all the rights and rules that

4 apply there, which, Judge, we're all very sensitive,

5 particularly on the notice issue, to how that might work

6 out. But it would be against a covered party in a parish,

7 and the notice issues may be very different there.

8 THE COURT: If the decision to expunge their claim

9 became final before ballots are counted. They don't count,

10 correct?

11 MS. BALL: Your Honor, that's an issue we have

12 decided to defer on dealing with.

13 THE COURT: Well, I haven't.

14 MS. BALL: No, no. We, the committee, have asked

15 you to defer dealing with that. One, March 15th is the

16 voting deadline, if we were to be able to go out shortly.

17 THE COURT: It's not going to happen by March

18 15th.

19 MS. BALL: Okay.

20 THE COURT: Okay. Even if you're successful

21 today.

22 MS. BALL: Your Honor, we would expect that those

23 appeals will be continued.

24 THE COURT: Look, I'll just say I think you've

25 made substantial progress. I'm not ready to sign off on a

Page 29

1 disclosure statement yet. But assuming that that happens in

2 the next couple of weeks, it can't be March 15th. I mean,

3 the claimants need more time to be able to --

4 MS. BALL: Fair enough, Your Honor.

5 THE COURT: I think it's complicated. It's very

6 complicated.

7 MS. BALL: Your Honor, as someone who struggled,

8 when the team started out based on the precedent in other

9 diocesan cases, this was not -- what you saw the first time

10 was very much in line with that. The challenge you set for

11 us --

12 THE COURT: Those others got through without a

13 plain English explanation of what was happening?

14 MS. BALL: It was very much based on the prior

15 diocesan cases, with a heavy sprinkling of Boy Scouts

16 precedent. But the challenge you set for us, plain English,

17 and with the admonition --

18 THE COURT: I didn't invent the --

19 MS. BALL: -- it must not have complicated charts

20 --

21 THE COURT: I didn't invent the concept of

22 actually writing in plain English.

23 MS. BALL: No, you didn't. So we hope, and we'd

24 love to go back and walk you through how we tried to meet

25 that challenge. And even though you asked us to avoid

<p style="text-align: right;">Page 30</p> <p>1 complicated charts, at the end of the day, even if we were - 2 - and I think in our executive summary, we really did 3 respond to everyone's points about funding, timing, funding, 4 who's released, funding, who's providing it and the classes, 5 we still came to the conclusion, which is why we have this 6 section called the roadmap that I think is the first slide, 7 the roadmap to the -- the abuse claim information roadmap, 8 Your Honor, which appears -- 9 THE COURT: Which page is that? 10 MS. BALL: -- at page -- I think it's Page 13, 11 Your Honor, of the revised disclosure statement. 12 THE COURT: Hold on. 13 MS. BALL: Thirteen of 255 of 2885. It's also 14 reproduced on Page 3 of the slides. 15 THE COURT: Thirteen of 255? 16 MS. BALL: Yes, Your Honor. 17 THE COURT: Okay. Hold on. Let me reread it. 18 And I have read the whole thing, but it's still long. 19 MS. BALL: I have no doubt, Your Honor. 20 THE COURT: Let me reread it. So you're talking 21 about on that page, which is Page 6 of the disclosure 22 statement, 13 of 255, the abuse claim information roadmap. 23 Let me read it to myself. 24 MS. BALL: So Your Honor, for ease of your 25 reference, the charts that they would go to are in that</p>	<p style="text-align: right;">Page 32</p> <p>1 I'm back on this Paragraph 4(a). It's on Page 6 or Page 13 2 of 255. What does a -- explain to me how plain -- you know, 3 an abuse survivor reading this knows that when it says 4 whether it is eligible for minimum consideration on the 5 effective date or only upon allowance, how do they figure 6 that out? What tells them how to figure that out? 7 MS. BALL: Let me just -- when we describe the 8 offer in the plan, which is on Page 2 of the disclosure 9 statement, Your Honor, we are clear that it's payable on the 10 effective date for settling abuse claims. So if you are 11 identified, which is why we thought we still needed a 12 roadmap and charts, as a settling abuse claim, you get it on 13 the effective date. 14 THE COURT: Point me. I want to see the language 15 in the disclosure statement -- 16 MS. BALL: All right. If we go to the executive 17 summary -- 18 THE COURT: Just can I -- could you wait until I 19 finish speaking before you respond? 20 MS. BALL: Oh, sorry. Sorry, Your Honor. 21 THE COURT: Look, what I'm trying to be sure of is 22 that a layman reads this -- 23 MS. BALL: I understand. 24 THE COURT: And I understand it's complicated, but 25 I want them to understand. Okay? So if they see this</p>
<p style="text-align: right;">Page 31</p> <p>1 slide presentation. 2 THE COURT: Okay. 3 MS. BALL: Just to give you -- 4 THE COURT: I've brought out the charts and -- 5 MS. BALL: Just to give you an ease -- 6 THE COURT: I'm still reading. So on the page on 7 the abuse claim information roadmap, under 4(a), explain to 8 me what makes the claim eligible for minimum consideration 9 on the effective date or only upon allowance. 10 MS. BALL: Okay, Your Honor. If you were just to 11 look at, (indiscernible) Slide 4, we'd ask them to go to 12 Exhibit 6, which is Slide 4 in the presentation -- 13 THE COURT: Okay. 14 MS. BALL: -- that I just gave you. 15 THE COURT: I'm looking at the screen here. 16 MS. BALL: If they are a litigating abuse claim, 17 that's the 110 we just talked about, they are allowed to -- 18 their minimum compensation is only payable upon allowance or 19 resolution of their covered party action. Everyone else 20 that is a settling abuse claim, roughly 500, are entitled to 21 minimum consideration on the effective date. And this tells 22 the claimant, what do you particularly get. How is -- where 23 are your lawsuits? And by the way, who else can you keep 24 suing? 25 THE COURT: Just if you would, just coming back,</p>	<p style="text-align: right;">Page 33</p> <p>1 language on Page 6, 4(a), whether it is eligible for minimum 2 consideration on the effective date, or only upon allowance 3 -- 4 MS. BALL: Maybe we need to change (indiscernible) 5 -- 6 THE COURT: -- they know where else they have to 7 look. Okay? But show me where it explains that. Okay? 8 MS. BALL: Your Honor, if we go to the very 9 beginning of the disclosure statement, which is the 10 executive summary, the very first paragraph tells you what 11 class you're in. 12 THE COURT: Where is that? 13 MS. BALL: The very first paragraph. 14 THE COURT: I'm on -- 15 MS. BALL: If your injuries, in all or in part, 16 before October 1, 1976, you're class four. If your 17 allegations are of injury after that date, you're in class 18 five. 19 THE COURT: Okay. 20 MS. BALL: Okay. We then go on to talk about what 21 is available under the plan. And if we turn to the offer, 22 which starts on Page 2 of the disclosure statement, the 23 offer in the plan has several major elements. Right above 24 that, Your Honor, you see a paragraph, which is -- 25 THE COURT: Right above what?</p>

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1 MS. BALL: Right above the bullet that starts with
2 the offer.
3 THE COURT: Yes.
4 MS. BALL: It says disputed claims are litigating
5 abuse claims that will have to be resolved through a court
6 of competent jurisdiction. All other abuse claims are
7 settling abuse claims unless they elect to be litigating.
8 And if you're in doubt whether an abuse claim is either a
9 litigating abuse claim or a settling abuse claim is on
10 Exhibit 6. So you know what class you're in by the date of
11 your allegations. And if your claim has not been disputed,
12 you're a settling abuse claim. If it's been disputed,
13 you're a litigating abuse claim.
14 THE COURT: So coming back to Page 6, 4(a), the
15 words whether it is eligible for minimum consideration on
16 the effective date or only upon allowance, what you're
17 telling me, if it's a settling abuse claim --
18 MS. BALL: (indiscernible) changes.
19 THE COURT: -- it's entitled to minimum
20 consideration.
21 MS. BALL: If it's settling, maybe we need to say
22 that again here and change this language. I take your
23 point.
24 THE COURT: Okay. I'm just -- look, the problem,
25 late last night I'm flipping through pages going back and

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1 forth to understand. I'm not trying to give you a hard time
2 about this.
3 MS. BALL: I understand.
4 THE COURT: I just want to be sure --
5 MS. BALL: That people --
6 THE COURT: -- that when a layman reads this, or
7 at least it tells them under whether you're eligible for
8 minimum consideration on the effective date --
9 MS. BALL: We may --
10 THE COURT: -- with a parentheses, see page so and
11 so, I just --
12 MS. BALL: Or maybe we just should say settling
13 claim, effective date, litigating claim and allowance.
14 THE COURT: Even if you put the settling claims
15 in, it's not self-evident to somebody exactly what that
16 means.
17 MS. BALL: Okay.
18 THE COURT: But it just --
19 MS. BALL: The chart will identify for them what
20 they are and the plan describes why. But we will redo the
21 roadmap to lengthen --
22 THE COURT: In the roadmap, without winding up
23 making it too long, is where they've got to go to see
24 whether --
25 MS. BALL: I understand.

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1 THE COURT: Okay.
2 MS. BALL: I think we have to clarify Section 4.
3 THE COURT: I'm just trying to make this so that
4 it's really --
5 MS. BALL: (Indiscernible)
6 THE COURT: I haven't heard from Mr. Stang or Ms.
7 Dine yet. But right now I'm just focused on when someone
8 reads it, do they understand what it is they're going to
9 get, what hurdles they're going to have to go through in
10 order to collect? When you tell somebody you're eligible
11 for minimum consideration, \$50,000 or \$100,000, okay, they
12 want to know, yeah, I'm eligible for that. Okay, and then,
13 okay, what do I have to do if I want more than that? Okay.
14 Go ahead.
15 MS. BALL: We tried to address that, Your Honor,
16 in describing the offer. If we go back to that Page 2, you
17 say there's minimum consideration, payable and settling
18 abuse claims on the effective date and upon allowance for
19 litigating abuse claims, roadmap, see it, go to Exhibit 6.
20 So for class four --
21 THE COURT: Even in a parenthetical, see settling
22 abuse claims, Page 2.
23 MS. BALL: We can do that. We can do that. Got
24 it.
25 THE COURT: It's already long. I'm not trying to

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1 create a monster. But I just --
2 MS. BALL: We're very sympathetic. Having tried
3 to meet your challenge, we are extremely sympathetic. If
4 you look to the second sub-bullet, class four abuse claims.
5 THE COURT: Which page are you now?
6 MS. BALL: Same page describing the offer that's
7 in the plan made to every claimant.
8 THE COURT: Page 2.
9 MS. BALL: Page 2.
10 THE COURT: Page 2. Go ahead.
11 MS. BALL: Under the offer and the plan, the first
12 bullet is minimum consideration. You made a suggestion
13 there, and we certainly will take it. For class four abuse
14 claims, maybe again we need to say for those alleging injury
15 before October 1, 1976, if that's you, there's a right to
16 pursue additional recoveries, exclusive of punitive damages.
17 Thank you, Your Honor (indiscernible) your suggestion.
18 THE COURT: Well, I am pleased that you took out
19 the no economic loss.
20 MS. BALL: We do listen.
21 THE COURT: Well, I thank Mr. Stang --
22 MS. BALL: For raising it.
23 THE COURT: -- for raising that issue. This is
24 not limited to this case. What I always worry about are
25 things that haven't jumped out. This is really complex. If

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1 you'll excuse me, it was buried in the trust distribution
2 procedures, not in the plan, not in the disclosure
3 statement. I worry about what else is hidden or buried that
4 has real consequences, substantive effect.
5 MS. BALL: Actually, in preparing the
6 presentation, Your Honor, I tried to go through all those
7 things that the creditors' committee helpfully identified.
8 We did do a page turn. I think we adjusted to most things
9 that they were concerned about from a disclosure point of
10 view.
11 But getting back to the offer, they can get --
12 they can pursue additional recoveries from the trust. And
13 then for settling abuse claimants, the next bullet describes
14 what they would have to do. They have to provide a detailed
15 submission for review by the trustee. The trustee will
16 review it in light of two sets of criteria. We talked about
17 those before, Your Honor, one regarding liability and
18 severity of the abuse factors, and the other addressing
19 impacts such as underemployment, et cetera, and that will
20 result in a point award.
21 THE COURT: So this concept, this construct, which
22 confirmed cases has it been used in?
23 MS. BALL: The idea of a trustee submission was
24 used in Boy Scouts, and it was exactly this construct, Your
25 Honor.

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1 THE COURT: Was it used in any of the diocese
2 cases?
3 MS. BALL: No. No.
4 THE COURT: Mr. Stang, do you know?
5 MS. BALL: The idea of a trustee submission was
6 not used. It was based on the proof of claim in the
7 diocesan cases.
8 MR. STANG: Your Honor, that is not correct. Each
9 one of the TDPs provided for the additional submission to
10 the trustee.
11 THE COURT: So just on this point, do you agree
12 that this construct has successfully been used in confirmed
13 plans in other cases?
14 MR. STANG: Not exactly this one. I think this is
15 a two-step process that they're utilizing (indiscernible)
16 submission and the trustee evaluates it, and then the
17 trustee then does another evaluation for points. My
18 recollection is that in the other TDPs, it was just all one
19 process for the trustee to decide whether (indiscernible)
20 get zero or you get (indiscernible) --
21 THE COURT: Do you object to the two-step process
22 versus the one-step process? I mean --
23 MR. STANG: We think it's unnecessarily
24 complicated and time-consuming and expensive, but --
25 THE COURT: Well, it's not -- you don't --

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1 MR. STANG: It's not against my -- it's not
2 against any (indiscernible) that we've found, Your Honor.
3 THE COURT: Okay.
4 MR. STANG: But it is unnecessary (indiscernible)
5 expensive.
6 THE COURT: I've looked at plans in a couple of
7 other cases. I haven't read ever any either contested or
8 ultimately successful plans. I'm trying to understand.
9 That doesn't mean it has to be exactly the same, but I'm
10 just trying to understand what's been used and what's
11 worked.
12 MR. STANG: The general concept of the trustee
13 getting additional submissions so that -- I'm sorry, the
14 claims reviewer, so that the claims reviewer can make an
15 overall determination of the claim, be it awarded zero
16 points or whatever the maximum is, it's generally consistent
17 with what they're doing here. I just think the multiple
18 steps are unnecessary.
19 THE COURT: All right. Thank you, Mr. Stang. Go
20 ahead.
21 MS. BALL: Your Honor, the reason for the multiple
22 steps are a robust process to review claims, which, as Your
23 Honor should be aware, is the basic thrust of the litigation
24 in Camden, Rochester and Syracuse. And if the claimants
25 that are settling these claims, then on the next bullet,

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1 they don't like what the trustees done, they have the option
2 on payment of a fee to go into the independent review
3 process with the neutral. There are provisions --
4 THE COURT: How much is the --
5 MS. BALL: -- to waive the fee --
6 THE COURT: How much is the fee going to be?
7 MS. BALL: \$10,000?
8 MR. ROSENBLUM: It's 20. No, 10.
9 MS. BALL: It's ten to start, and if you proceed
10 through, it's another ten. But there is a process in the
11 TDPs for the trustee to waive it.
12 MR. STANG: Your Honor, all costs and fees are to
13 be borne by the claimants, and the \$20,000 is only as
14 against that, that it's not a cap on what the claimant may
15 have to pay as part of the process. This plan is very
16 clear. All fees and costs are borne by the survivors.
17 THE COURT: What's been done in other cases?
18 MR. STANG: Well, the Boy Scouts did have a fee.
19 It was borne by the survivors. The Boy Scouts process of
20 reaching that consensus was very complicated. In the other
21 cases, there was no additional fee unless there was a
22 request for reconsideration. In those cases, I think it was
23 -- my general recollection is not more than \$1,000.
24 THE COURT: Not more than what?
25 MR. STANG: \$1,000. That was for the

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1 reconsideration of the points by the reviewer. But there
2 was no additional fee. This (indiscernible) concept is, to
3 the best of my recollection in terms of confirmed plans,
4 only in the Boy Scouts. It is in other proposed plans. I
5 honestly don't remember what we had in Rochester. The other
6 cases we were not involved in. But Ms. Ball's been talking
7 about Syracuse and (indiscernible) --
8 THE COURT: Just to take this point, did you seek
9 to negotiate with the debtor about what, if any, fee there
10 should be?
11 MR. STANG: No, Your Honor. We're not negotiating
12 with the debtor on the plan provisions. We don't accept the
13 plan. We've negotiated with them on the adequacy of the
14 disclosure statement. We've tried to draw a very clear line
15 as to what we are willing to talk to them about, and they
16 said this is their best and final, and we're taking them at
17 their word. It's unfortunate that we didn't
18 (indiscernible).
19 MR. ZIPES: Your Honor?
20 THE COURT: Go ahead, Mr. Zipes.
21 MR. ZIPES: Greg Zipes, with the U.S. trustee.
22 THE COURT: Have you tried to negotiate this?
23 MR. ZIPES: No, Your Honor. I just wanted to
24 point out my colleague Mark Bruh is involved with the
25 Rochester case, and I believe that it's pending. That issue

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1 that you're describing is pending. My office did object,
2 and the judge is considering whether there should be any fee
3 at all. But in that case, it was \$500 and \$1,000, something
4 along those lines.
5 THE COURT: Mr. Bruh?
6 MR. BRUH: Your Honor, Mark Bruh, with the United
7 States trustee. Yeah, there were the competing plans. I
8 think one plan had it at \$1,000, another plan had it at
9 \$500. I suggested zero. Why did it have to be borne by the
10 survivor, and it was one of the points we raised at that
11 hearing.
12 MR. STANG: Mr. Bruh refreshes my recollection.
13 The committee plan said \$1,000. The CNA plan, which is the
14 --
15 THE COURT: The insurance company.
16 MR. STANG: -- said \$500. And I believe that was
17 just for the reconsideration.
18 MS. BALL: That's for reconsideration, not the
19 independent review (indiscernible) --
20 MR. BRUH: Right.
21 MR. STANG: And Ms. Dine has reminded me, there's
22 no IRO in the Rochester (indiscernible) we're really dealing
23 with apples and oranges a lot of time --
24 MR. ZIPES: We understand that.
25 MR. STANG: -- other cases, Your Honor, which is

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1 part of our chart objection in the disclosure statement.
2 THE COURT: It doesn't -- well, I should say it
3 doesn't strike me as a disclosure statement issue, but you
4 may be stealing your fate because if a survivor who's been
5 waiting 20 years to recover suddenly says, now I've got to
6 pay another 20 -- I got to pay \$20,000 to be sure that I'm
7 getting a fair shake, I may say, forget this. Again, this
8 point is not a disclosure statement issue.
9 MS. BALL: I understand, Your Honor. We will --
10 THE COURT: Okay. It rubbed me the wrong way.
11 MS. BALL: We hear you.
12 THE COURT: But I'm not -- this disclosure
13 statement is not going to rise or fall on this issue.
14 MS. BALL: I understand, Your Honor. The
15 inclusion of the independent review option was really
16 designed because we're in this world of this so-called new
17 paradigm where we don't engage with insurers until after we
18 have a plan and trust distribution procedures. That is how
19 we have been directed. Now, if a plan is on file and we go
20 out, maybe, maybe, maybe we can change that.
21 THE COURT: I'm going to jump to a different --
22 has there been any progress in any of the four insurance --
23 well, one of them is stayed.
24 MS. BALL: One of them is stayed.
25 THE COURT: In the other insurance coverage cases?

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1 MS. BALL: Your Honor, there is a great fear
2 largely engendered, and they're present today, by what
3 happened in Camden and Rochester, to engage with the debtor
4 and not to have the committee on board. The sequencing of
5 how you get to agreement in Camden, Rochester, Syracuse and
6 ostensibly here has been the committee wants to come to
7 agreement with the insureds first and then deal with the
8 insurers, which a lot of litigation. We're still hoping
9 that will happen. It may never happen, but we're trying to
10 make sure that we don't have unnecessary litigation with the
11 insurers, which is why the IRO is here. So that's where the
12 insurers, Your Honor, participate in the process. That's
13 where they get to be heard.
14 THE COURT: In the independent review.
15 MS. BALL: In the independent review option.
16 That's the point of it, is to bring the insurers into the
17 picture and not have them on the outside looking in saying,
18 this is totally against our insurance coverage requirements.
19 It's why it was put into Boy Scouts. It's why it is here.
20 This is where the insurers get to have an option. It's also
21 where the three parties, the insured, the insurer and the
22 plaintiff can try to reach a settlement, which is another
23 area that the committee asked us to explain, and we did,
24 and, if we went in order, about how that might work. But
25 that's the focal point --

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1 THE COURT: Is there any --

2 MS. BALL: And the neutral, by the way, Your

3 Honor, is a panel of retired judges. We've been speaking to

4 several.

5 THE COURT: I'll ask Mr. Stang this question. Is

6 there any argument that the fees paid for the independent

7 review are added to any claim against the insurer?

8 MR. STANG: I'm sorry. I didn't catch the last

9 piece of that, Your Honor.

10 MS. BALL: Is there an argument to be made

11 (indiscernible) --

12 THE COURT: If somebody pays \$10,000 or \$20,000 to

13 go through this independent review and winds up with an

14 allowed claim, is there an argument that that should be, at

15 the end of the day --

16 MS. BALL: It's a cost (indiscernible) --

17 THE COURT: -- against the insurer?

18 MR. STANG: There is a provision in the disclosure

19 statement that says that that amount might be recouped from

20 the insurer.

21 MS. BALL: It would be the trustee's obligation,

22 Your Honor, to seek it.

23 MR. STANG: How do you ever figure that out as

24 part of their settlement is beyond me. But it says that can

25 be recouped. So I doubt the insurance companies are going

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1 to say, well, this amount is for that, this amount is for

2 that.

3 THE COURT: I understand.

4 MR. STANG: But it does say in the disclosure

5 statement that that's a possibility.

6 THE COURT: Thank you. All I could say to the

7 debtor is be sure you don't shoot yourself in the foot by --

8 MS. BALL: (Indiscernible)

9 THE COURT: \$10,000 or \$20,000 is a lot of money,

10 a lot of money from people who've been waiting, in some

11 cases, decades to get anything.

12 Mr. Stang?

13 MR. STANG: Your Honor, it's my understanding that

14 the Boy Scouts matter, it is a significant matter, and in

15 fact, there have been discussions about, and there are

16 pleadings in the record in BSA regarding the timing of the

17 IRO deadline vis-à-vis Purdue and whether people are going

18 to be asked to put up -- I'll use the number \$20,000 because

19 that seems to be the (indiscernible) Boy Scouts, \$20,000,

20 when the plan might get blown up. And how do you get that

21 money back from Judge Hauser, who's the settlement trustee,

22 has a question on it.

23 THE COURT: All right.

24 MR. STANG: So, yes, it is not an insignificant

25 amount of money for these folks individually or, frankly,

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1 from state court counsel (indiscernible) expenses when they

2 have a lot of funds.

3 THE COURT: Okay. Go ahead. Go ahead, Ms. Ball.

4 MS. BALL: Your Honor, just pointing out that in

5 the trust distribution procedures, the trustee does have the

6 authority to waive it based on the circumstances of the

7 abuse claimant. Your point as to the amount we will take to

8 (indiscernible) --

9 THE COURT: Look, it's not a disclosure statement

10 issue. But it's bugging me. Okay. Go ahead.

11 MS. BALL: Your Honor, so I think we have spelled

12 out how a settling claimant may get more through the -- by a

13 written submission to the trustee. They have the option

14 (indiscernible) the independent review option, and if they

15 still want, they have the option to restart litigation.

16 But this gets me to some of the other points that

17 the committee asked us to address that we have tried to

18 address, Your Honor, if I may. If you were to just bear

19 with us, we also added, and it's on Slide 5, Your Honor,

20 beyond the charts and the roadmap, which were intended to

21 tell the claimant, based on the date of the allegations of

22 injury in your complaint, that's the starting point, here's

23 your class, here's your sub-fund, here's what you're

24 entitled to. Here's your non-release parties you can keep

25 suing. We also have retained the concept, Your Honor, of

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1 the choice still here. We have taken on the burden of

2 dismissal. And in response to your questions, actually,

3 Your Honor, about the parishes and the parish exposure, we

4 did add another bullet to that that you've seen before, and

5 this actually appears, Your Honor, this goes to the

6 allocation issue that we talked about under the CPLR that we

7 talked about with you. We have tried to put it in plain

8 English under the choice. And this appears, Your Honor, on

9 Page 5.

10 THE COURT: I'm on Page 5.

11 MS. BALL: So far, the claimant would know where

12 they stand and, as they look at the chart on Page 4, what

13 bucket they're in. They know what minimum consideration

14 they're entitled to. They should understand, we hope, the

15 offer, and they have a choice to make. And the only thing I

16 think we need to change is this (indiscernible) --

17 THE COURT: So if Judge Steinman -- if Justice

18 Steinman tries a case that -- well, let's say he tries a

19 case that doesn't have the diocese as a defendant, the

20 parish tries the empty chair defense. They blame the

21 diocese. So the parish is going to ask a jury to decide

22 whether the parish is more than 50 percent responsible. Is

23 that how this would work out?

24 MS. BALL: That's how the parishes believe it

25 would work out, yes, Your Honor, and it's obviously --

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1 THE COURT: It'd be really interesting to see,
2 have some of these cases tried by Justice Steinman, and this
3 all would be a lot clearer. But you don't want to do that.
4 MS. BALL: Well, Your Honor, given the timing --
5 THE COURT: There may well be trials before you
6 get to know whether you have a confirmed plan.
7 MS. BALL: Well, we need -- I think, Your Honor,
8 we're all trying, and the committee has been very
9 constructive with us on this point, Ms. Dine in particular,
10 to try to defer confirmation issues and expenses associated
11 with them till we know where we're going, if the vote fails,
12 and I commend the committee for working with us on that
13 principle. Let's see where the vote goes. But I just want
14 to --
15 THE COURT: I'm only going to raise it now because
16 you just talked about where the vote goes, and this is the
17 point about whether 75 percent, assuming that Purdue, the
18 circuit decision remains governing law in this circuit.
19 MS. BALL: True, Your Honor.
20 THE COURT: I thought that you tried too hard to
21 hedge your bets as to whether it's two-thirds or 75 percent.
22 I think this needs a very clear -- I don't remember what
23 page this is on. This needs a very clear statement that
24 under current law in the Second Circuit, a vote of at least
25 75 percent of any class giving a third-party release is

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1 required for the court to consider whether to approve -- to
2 confirm the plan. Whether that's the exact language, I'm
3 sure Mr. Stang has his view about.
4 MS. BALL: Your Honor, if I may, on the same page,
5 if you're looking at Page 4 of the disclosure statement, we
6 do say if it's not accepted by two-thirds, we'll move to
7 dismiss. We don't say if it is accepted by two-thirds, it
8 will be confirmed.
9 THE COURT: Well --
10 MS. BALL: And what we attempted was open --
11 THE COURT: -- I think it needs to say that under
12 current law in the Second Circuit, in order to confirm a
13 plan with third-party releases, at least 75 percent of the
14 classes that would provide third-party releases must vote in
15 favor of the plan. You can --
16 MS. BALL: Whether we move to dismiss, Your Honor,
17 may turn --
18 THE COURT: Well, it may --
19 MS. BALL: -- on the two-thirds, just to give us a
20 chance to get more.
21 THE COURT: Well --
22 MS. BALL: That's the point here.
23 THE COURT: I'm sorry, Ms. Ball. The law in this
24 circuit, which I am bound to follow, requires at least 75
25 percent in favor. If the law changes, you can ask me to

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1 change it, but --
2 THE COURT: We can add that sentence, Your Honor.
3 MS. BALL: The creditors are entitled to know when
4 they're asked to vote, that under the law of this circuit --
5 this is not my ruling, it's the circuit's ruling. Under the
6 law of the circuit, at least 75 percent of the affected
7 classes have voted in favor for the court to consider.
8 There may be other factors, but --
9 MS. BALL: One of the seven.
10 THE COURT: -- as one of the factors, at least 75
11 percent. That's just a statement of existing law within the
12 circuit. I think the creditors are entitled to know that
13 when they're asked to vote.
14 MS. BALL: We will add that sentence, Your Honor.
15 I had just wanted to point out to you our commitment to move
16 to dismiss may not be the same.
17 THE COURT: Well, it may not.
18 MS. BALL: And that was the point of the way we
19 worded it. It was intentional. But we certainly can add a
20 sentence regarding the 75 percent.
21 MR. ZIPES: Your Honor, I believe it's in the
22 disclosure statement, but it's buried.
23 THE COURT: I'm sorry. Say again, Mr. Zipes?
24 MR. ZIPES: I'm sorry. Greg Zipes, the U.S.
25 trustee's office.

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1 THE COURT: Just identify yourself.
2 MR. ZIPES: It is in the disclosure statement --
3 MS. BALL: It is.
4 MR. ZIPES: -- because my office was looking, but
5 it is buried in the disclosure statement. I think --
6 MS. BALL: It's not in the executive summary, and
7 there is a reference to two-thirds, which is why I wanted to
8 point out to Your Honor where (indiscernible) --
9 THE COURT: It was the two-thirds that bothered
10 me.
11 MS. BALL: Yes, that's why I went directly to
12 that. And it was in that context.
13 THE COURT: Okay. All right. You'll all confer
14 and make sure you come up with the language on this point.
15 I'm not trying to be difficult on this. This is just --
16 MS. BALL: No, no, no.
17 THE COURT: It's the law of the circuit.
18 MS. BALL: Oh, we have it in the disclosure
19 statement.
20 THE COURT: You'll be very happy if it remains the
21 law of the circuit.
22 MS. BALL: At least. At least.
23 THE COURT: We'll see.
24 MS. BALL: We did submit an amicus on this point.
25 THE COURT: I didn't read your brief. I read some

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1 of the briefs. But I didn't --

2 MS. BALL: We did, not on behalf of the diocese,

3 on behalf --

4 THE COURT: I know.

5 MS. BALL: -- of the U.S. Catholic Conference of

6 Bishops. So just as a reminder, Your Honor, if we now know

7 the general plan, this is just to remind the creditors where

8 you end up. Again, class four, injury before October 1,

9 class five, injury after October 1. Settling abuse

10 claimant, you get minimum consideration on the effective

11 date. This is where all the money goes and where it ends

12 up. And by this point, you would know exactly what bucket

13 you're in, particularly if we amend the roadmap the way you

14 ask.

15 MR. ZIPES: Ms. Ball, could I -- Your Honor, I

16 promise I won't interrupt too much --

17 THE COURT: Go ahead, Mr. Zipes. Just identify

18 yourself.

19 MR. ZIPES: While we're on this point --

20 THE COURT: Identify yourself.

21 MR. ZIPES: Greg Zipes, with the U.S. trustee's

22 office. On this point, we did have one question, because

23 this pre-'76, post-'76 is fairly unique to this case, and

24 for a survivor to decide, they might straddle that, they

25 might be pre and post and --

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1 THE COURT: And it has the straddle language, but

2 whether it's understandable, it's just --

3 MR. ZIPES: Yes. We want --

4 THE COURT: What are you suggesting?

5 MR. ZIPES: Your Honor, as long as it's clear to

6 the court. But I --

7 THE COURT: But I'm not -- you know, clear to me,

8 I'm --

9 MR. ZIPES: Well --

10 MS. DINE: It's not the same.

11 THE COURT: I'm wearing two hats. One, is it

12 clear to me? And then I'm trying to think, is it going to

13 be clear to the people who are asked to vote.

14 MR. ZIPES: And, Your Honor, we were reading it in

15 that way as well. And so I'm just bringing that up right

16 now, that I know that that was addressed or (indiscernible)

17 --

18 MS. BALL: We used the -- the terminology on it

19 was used in the injunction. If you have any Arrowwood

20 exposure, you're enjoined. That's how they looked at it.

21 That's how we used it. But yes, the trustee, and we'll get

22 to who we propose be the trustee to deal with this, the two

23 trustees must address straddle claims because they're clear

24 that some have injury in both. But this really comes down

25 to what the New York Security Fund and Liquidation Bureau is

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1 statutorily obligated to guarantee. That's the cutting

2 point.

3 THE COURT: I understand that. And that's why I

4 didn't --

5 MS. BALL: Just quickly --

6 THE COURT: I don't know. Do you have language,

7 Mr. Zipes, on this point? Is there particular language you

8 think --

9 MS. BALL: Would you like us to (indiscernible)

10 straddle?

11 THE COURT: -- is required to clarify this point?

12 This is not a controversial point.

13 MR. ZIPES: Your Honor, I hate to bring up a point

14 that's not controversial among the parties, but it was a

15 question that we had as we read it and --

16 THE COURT: When I said it's not controversial,

17 it's not controversial because it's a result of what's

18 happened to Arrowwood.

19 MR. ZIPES: I think --

20 THE COURT: It just needs to be adequately

21 explained so that a layperson understands why we've got

22 these two --

23 MS. BALL: But perhaps then, Your Honor, we will

24 add that the trustee is responsible for obtaining recoveries

25 for those claimants who straddle -- whose injuries straddle.

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1 THE COURT: Okay.

2 MR. ZIPES: Thank you, Mr. Zipes. We'd be happy

3 to add that.

4 THE COURT: All right. Let me move to --

5 MS. BALL: We want to go to the committee's

6 concerns next.

7 THE COURT: All right. Go ahead.

8 MS. BALL: I think it comes as no surprise to Your

9 Honor that the committee is very concerned about litigating

10 abuse claims.

11 THE COURT: That didn't get any -- you know, Mr.

12 Stang, the use of the term didn't get any traction with me.

13 I know you objected to the use of the term litigation abuse

14 claims.

15 MS. BALL: But --

16 THE COURT: I didn't have a problem with it.

17 MR. STANG: We took your order to reflect a

18 misunderstanding of what was going on here versus what was

19 going on in Rochester. They're totally different

20 situations, and we think it's a misleading term. But when

21 you issued that order, I took it as castigating us for

22 trying to play both sides.

23 THE COURT: I was castigating you for playing both

24 sides. But it wasn't necessarily the terminology that gave

25 rise to my concern.

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1 MR. STANG: Your Honor, one is a consensual plan
2 and one isn't. One has a debtor attacking survivors and one
3 doesn't. So there's a world of difference between them.
4 MS. BALL: A 130 of 630 claims, Your Honor, is
5 what we're talking about.
6 THE COURT: No, no, no. Let's --
7 MR. STANG: You know what? It's an objection to a
8 survivor claim. That's what they're doing. And there's a
9 difference between what they're doing here and what they're
10 doing in Rochester. And that's what we thought the
11 confusion was, and that's why we can't tell you
12 (indiscernible) --
13 THE COURT: Let me ask you this while you're
14 standing. Would you like a sentence in the disclosure
15 statement the first time that litigating abuse claims is
16 used, either in a footnote or a parenthetical, that refers
17 to claims that are disputed? Does it say that clearly? If
18 there's defined terms, it ought to be -- it needs to be
19 defined in a -- there needs to be something that explains to
20 the layperson that's what it means by litigating abuse
21 claims. It's claims that the diocese has or may object to.
22 MR. STANG: Your Honor --
23 MS. BALL: It's on the first page, Your Honor.
24 MR. STANG: Your Honor, labels matter.
25 THE COURT: I understand.

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1 MR. STANG: And you've spoken, and I think
2 authentically, to what a non-lawyer survivor may have to
3 struggle with to get through this. Why the debtor is so
4 insistent on calling these litigated claims, which make it
5 sound like this is at the election of the survivor. Now,
6 you can go from a settling claimant to a litigating
7 claimant.
8 But the starting point is that they are
9 designating who they're going to continue fighting with, who
10 they're going to continue attacking. So I don't get why
11 they're so insistent on their label other than, hey, it's
12 our label. Yes, and it's our plan and we get to say what we
13 want. It was confusing. Frankly, I thought there was
14 confusion by the court. I thought the order you issued
15 indicated confusion, that you're comparing two plans and
16 they're totally different in terms of the posture of the
17 (indiscernible) --
18 THE COURT: I read the plan. I'm not sure it's --
19 anyway, that's --
20 MR. STANG: So I just think labels do matter. And
21 saying to someone now, well, go look at the definition and
22 you'll figure it out, I think it's confusing and I think
23 it's unnecessary.
24 MS. BALL: Well --
25 MR. STANG: This is part of (indiscernible) --

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1 THE COURT: Can I just -- let me just --
2 MS. BALL: I'd like --
3 THE COURT: Stop. I'm not ruling on this
4 objection yet. But did you suggest an alternative term to
5 use?
6 MR. STANG: Yes. Contested claim. It's in our
7 redline, which, by the way, we gave to them days before this
8 hearing and not handed to us at 10:00 in the morning as this
9 hearing started.
10 THE COURT: And you don't want to use the
11 contested claims because of what reason, Ms. Ball? Again,
12 I'm not ruling on it. I just want to hear what your
13 response is on that.
14 MS. BALL: Your Honor, on that I defer to Mr.
15 Rosenbaum -- Rosenblum.
16 MR. ROSENBLUM: Your Honor --
17 THE COURT: Do you have your ego tied up with this
18 term litigating abuse? I didn't mean -- excuse me. I was
19 being flippant. Excuse me.
20 MR. ROSENBLUM: For the record, Ben Rosenblum, for
21 the debtor. Your Honor, we didn't think that the term was
22 confusing. We had it in our original plan a year ago. It
23 wasn't until after last hearing that the committee had a
24 problem with it. It's something that you also can elect to
25 be. So we didn't think contested claim made sense. We just

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1 don't think it's confusing. And we didn't want to go
2 through every single document, including every plan exhibit,
3 to change it. It's not necessary.
4 THE COURT: It's really easy with a word processor
5 to change it. So don't -- that is the least compelling
6 reason I've heard.
7 MR. ROSENBLUM: Fair enough, Your Honor. More
8 blacklines is fine. But it's something that you can elect
9 to be, and we didn't think it was confusing. So we think
10 contested is not (indiscernible) --
11 THE COURT: Did you try and see whether you could
12 agree on a slightly different term?
13 MR. ROSENBLUM: Yes, Your Honor.
14 THE COURT: Did you?
15 MR. ROSENBLUM: We can talk about it. But they
16 suggested contested --
17 THE COURT: If it's changed, it's a global search
18 and replace. It's not rocket science. Even I could do it.
19 MR. ROSENBLUM: Fair enough, Your Honor.
20 THE COURT: I haven't ruled on it yet. Okay.
21 MR. ROSENBLUM: I'm not going to quibble with the
22 court on --
23 THE COURT: I can't believe the two of you going
24 to the mat over whether it's contested claim or litigation
25 claim. I just -- okay. Go on to the next point, Ms. Ball.

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1 MS. BALL: (indiscernible) the only additional
2 comment, Your Honor, is it is our understanding of what's
3 going on and Judge Poslusny's decision in Camden that not
4 having a robust process to challenge claims, and we've
5 already started it, Your Honor, when we thought of minimum
6 consideration. You couldn't even conceive of that unless we
7 reviewed every single proof of claim, all the CVA actions
8 which, if we continue, we'll get through to this, to assess
9 which ones will not survive a motion to dismiss and which
10 ones clearly will survive a motion to dismiss.
11 THE COURT: Under whose standards?
12 MS. BALL: Your Honor, we had to look at both
13 because we have actions that are still out there, but
14 certainly under the federal standard. That's the infamous
15 46, Your Honor, which we're going to get back to. We're
16 going to get back to.
17 THE COURT: All right. Go ahead.
18 MS. BALL: On the litigating abuse claims, Your
19 Honor, the obsession with the committee has been on
20 expenses.
21 THE COURT: It's been what?
22 MS. BALL: About the expenses associated with it.
23 This is the language that they asked us to put in.
24 THE COURT: Again, just on the expenses?
25 MS. BALL: They put it in -- we put it in at 250 a

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1 claim. We think that's not really the case where you hold
2 IRCP releases, when you have people that are
3 extraterritorial and not entitled to it. Your Honor, if we
4 get back to it, it's kind of, again, the 46 and arguably the
5 six actions.
6 THE COURT: Go ahead.
7 MS. BALL: But we put it in.
8 THE COURT: Go ahead.
9 MS. BALL: And we put it in in all these different
10 places.
11 THE COURT: Go ahead.
12 MS. BALL: So we think we addressed that. But it
13 caused us to do something else, which was to add our view.
14 And our view says, well, gee, while this risk exists, we
15 don't believe it's likely, and these are the reasons why.
16 Also, Your Honor, sadly, the significant amount of expense
17 associated with these claims already been incurred and will
18 be incurred before the effective date. And I think, Your
19 Honor, we've seen -- what are we talking about? We're
20 talking about the claims that you already saw on Exhibit 7.
21 And when you think about going to state court with a
22 release, I don't think it's going to be 250,000. When you
23 think about going, saying you've already been paid, I don't
24 think it's going to be 240,000 when it's IRCP released.
25 It's not going to be that much money. You don't have a

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1 claim against a covered party.
2 THE COURT: Basically, on this point, the
3 committee and the debtor disagree on the level expenses --
4 MS. BALL: On the level of expenses.
5 THE COURT: -- about what the level of expenses
6 are. And the disclosure statement will reflect the fact
7 that there's a disagreement --
8 MS. BALL: There's a disagreement.
9 THE COURT: -- about it.
10 MS. BALL: Your Honor, there also is --
11 THE COURT: That's all that -- from the standpoint
12 of the disclosure statement --
13 MS. BALL: That's it.
14 THE COURT: -- that's what's required, in my
15 opinion.
16 MS. BALL: That's all that's required.
17 THE COURT: Okay.
18 MS. BALL: Your Honor, there also, in their
19 supplemental objection, is concern that the number of claims
20 may be extreme. We've already counted them, 110, subject to
21 objection, 20 CVAs without a proof of claim. The indirect
22 abuse claims, they have to file a proof of claim. We know
23 exactly what they are. And, Your Honor, depending on how
24 they are resolved, if we have no responsibility, those
25 claims go away. As you know, Catholic Health's already

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1 waived their claim. Their indirect abuse claim is part of
2 the settlement that you approved already. The remainder, if
3 we have no responsibility, and that goes to some of the
4 decisions on the Diocese of Brooklyn, not all of them.
5 These will not materialize, but they're limited.
6 THE COURT: Are there cases pending in state court
7 against the Diocese of Brooklyn, abuse claims?
8 MR. STANG: I think there are a lot of them --
9 THE COURT: (indiscernible)
10 MS. BALL: Yeah.
11 THE COURT: Including by the ones who also file
12 claims here?
13 MR. STANG: I don't know, Your Honor.
14 THE COURT: Okay. Do you know, Ms. Ball? I mean,
15 I had to rule on one of the ominous objections.
16 MS. BALL: Yes. You remember Franciscan Brothers
17 of Brooklyn.
18 THE COURT: Right.
19 MS. BALL: You remember Little Flower. Yes.
20 Brooklyn has cases that are before (indiscernible) --
21 THE COURT: But did the claimants who filed claims
22 against the diocese here have litigation pending against the
23 Brooklyn diocese?
24 MS. BALL: Yes, that does happen, Your Honor.
25 THE COURT: I think I was told yes, but I don't --

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1 MS. BALL: The answer to that is yes. And let me
2 give you an example. We had claimants who alleged a cause
3 of action against the Diocese of Rockville Centre for
4 injuries that occurred in 1951 or '52. It didn't exist --
5 THE COURT: Right, and I expunged those claims.
6 MS. BALL: But they named Rockville Centre,
7 Brooklyn and a parish.
8 THE COURT: I think it was appealed.
9 MS. BALL: So their lawsuit against Brooklyn
10 survives and the parish.
11 THE COURT: But they have a lawsuit.
12 MS. BALL: Yes.
13 THE COURT: They have a lawsuit against Brooklyn.
14 MS. BALL: Yes, they do.
15 THE COURT: Okay.
16 MS. BALL: Yes, they do.
17 THE COURT: All right.
18 MS. BALL: And their lawsuit, there's six of them
19 against a parish, which will also continue.
20 MR. STANG: Your Honor?
21 THE COURT: Go ahead, Mr. Stang.
22 THE COURT: May I ask you a question regarding
23 these indirect (indiscernible) --
24 THE COURT: Sure.
25 MR. STANG: The trust advisory committee is made

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1 up of abuse claimants. Abuse claimants definition includes
2 indirect abuse claimants. So I have two questions. One is,
3 are these eight people, seven (indiscernible) eligible to be
4 on the advisory committee because they're within the
5 definition of the abuse claimant? My second question is,
6 are the insurance companies' claims, to the extent they
7 might seek reimbursement from the debtor for expenses
8 they've advanced, that they went under coverage action?
9 They have indirect abuse claims. It's within the
10 definition. And are they eligible to serve on the advisory
11 committee? Those are my two questions.
12 THE COURT: Well, who appoints the committee?
13 MR. STANG: The plan provides for the creation of
14 the committee. Ms. Ball, has asked us repeatedly, who would
15 you like to have on the advisory committee? We have not
16 responded to that on the theory of we're not negotiating the
17 plan with you. But I think survivors should know if any of
18 these seven entities are eligible to be on the advisory
19 committee, eligible, and second, whether the insurance
20 companies are proposing that they hold the direct abuse
21 claims and would be eligible. So three people on the
22 advisory, three positions on the advisory committee.
23 THE COURT: Well, who appoints them? I mean, it's
24 one thing to be eligible and another thing to be selected.
25 MS. BALL: Go ahead.

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1 MR. ROSENBLUM: Your Honor, Ben Rosenblum, for the
2 debtor. It's part of a plan supplement. The debtor
3 designates them. It's not limited to claimants. There's
4 nothing in the eligibility that restricts any of these
5 people from serving. But the debtor is not going to
6 designate an insurer or an indirect abuse claimant to the
7 trust advisory committee.
8 THE COURT: Really? You heard it, Mr. Stang.
9 MR. STANG: I did. Thank you, Your Honor. Thank
10 you, Counsel.
11 THE COURT: Did we clear up that issue?
12 MR. STANG: We did.
13 THE COURT: Okay.
14 MS. BALL: They asked us if it's going to be the
15 bishop. I assure you it will not be the bishop either.
16 THE COURT: Okay. Go ahead. You know, there may
17 be --
18 MR. STANG: He's not an abuse claimant.
19 THE COURT: I can't believe an insurer would
20 actually want somebody on that committee, but it might not
21 be a bad idea. But that's my view.
22 MS. BALL: Going on, the committee also, going
23 back to slide -- I guess it's slide -- where we left off on
24 litigating abuse claim, Slide 8, where we were. We're not
25 at Slide 9. This is something else that both Your Honor and

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1 the committee asked us about. Great minds think alike.
2 You'll see that note to draft. What does it mean for these
3 covered party people? Slide 10, I think it is, Your Honor.
4 My apologies. No, 11. The next one you see where it says
5 note to draft. They asked the same question you asked, Your
6 Honor. And we've done a number of things.
7 THE COURT: Where does it say note to draft? I'm
8 just --
9 MS. BALL: NTD.
10 THE COURT: Okay.
11 MS. BALL: Do you see it?
12 THE COURT: Yeah.
13 MS. BALL: Disclose whether we're changing the
14 forum or whatever else. We added a footnote because what
15 our plan says is that the bankruptcy proof of claim and
16 objection has to be resolved first. But other than that,
17 they have chosen the forum. That forum's rules will govern.
18 THE COURT: Okay.
19 MS. BALL: So I think that we did -- and I just
20 brought in that part of what would happen. The committee
21 then asked us to talk about trust distribution procedures,
22 and they asked us a series of questions. These are the
23 questions that they asked, which were basically, how does it
24 work? And although it's very difficult to read for those
25 who are Zooming --

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1 THE COURT: I have it on my screen here.
2 MS. BALL: Okay. Mostly the questions related to
3 the IRO for settling abuse claimants, which I think Your
4 Honor highlighted them. But we did provide an answer. That
5 answer appears in the disclosure statement under test
6 distribution procedures. It's on Slide 14. And we have put
7 in what we believe are the answers to their questions.
8 THE COURT: Are you satisfied with the answers?
9 MR. STANG: We are not, Your Honor.
10 THE COURT: Okay. All right. Go ahead, Ms. Ball.
11 You'll --
12 MS. BALL: Well, please give us the words that you
13 would like.
14 MR. STANG: It's not --
15 THE COURT: Well, we're looking at this now. Tell
16 me --
17 MR. STANG: Do you (indiscernible) --
18 THE COURT: Yeah, I do. I want to hear it.
19 MR. STANG: Two things, Your Honor.
20 THE COURT: Just identify yourself by name for the
21 record.
22 MR. STANG: James Stang, for the committee. Two
23 things. They don't talk about Ecclesia here. Ecclesia is
24 putting up its \$15 million. It's done. It's going to, I
25 guess, the general settlement trust. Yet there are all

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1 these provisions for IROs and restarting litigation, but
2 they need to make clear that it doesn't -- they say they
3 don't think they will -- that anyone would choose it if
4 you're an Ecclesia person. But I don't know how Ecclesia
5 pays out any money above and beyond the 15 that they would
6 have funded as part of the initial funding of the trust.
7 So I think they need to make clearer that Ecclesia
8 claimants don't have this process readily available to them
9 practically because Ecclesia is never paying more money.
10 The second thing is they really don't address -- they do it
11 rather cryptically, I think, on the Arrowood issue. They
12 say, maybe it's a footnote, that there's this court opinion
13 where in a claim objection, an appeal has been allowed to go
14 forward vis-à-vis Arrowood. This is a little different than
15 that. And I think they need to be very clear that the risk
16 that Arrowood's stay stops this --
17 THE COURT: May I -- okay. Have you given the
18 debtor's counsel specific language that you believe should
19 be included to satisfy the disclosure requirements?
20 MR. STANG: We have not. But we have asked them,
21 and it's in our objection to address the issue. And we
22 don't think that what Ms. Ball is putting up on the screen
23 is doing that. But we can come back and provide that.
24 THE COURT: I'm not ruling from the bench today.
25 On this issue, please engage with the debtor's counsel,

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1 because it sounds to me we're talking one or two sentences
2 that you would like added to this language. Is that the
3 gist?
4 MR. STANG: (indiscernible) those are our concerns
5 for now.
6 THE COURT: Okay.
7 MR. STANG: (indiscernible)
8 MS. BALL: Your Honor, we will be happy --
9 THE COURT: For disclosure statement purposes --
10 MR. STANG: Yes, yes.
11 THE COURT: -- adding a couple of sentences that
12 address this concern that was raised by the committee I
13 think is appropriate. Here's what I'm going to ask you to
14 do. Try and do that with respect to this point. If you
15 can't, then I'll rule based on just what I have in front of
16 me. Okay?
17 MS. BALL: Your Honor, happy to. I see that the
18 paragraph that Mr. Stang accurately referred to isn't on the
19 screen, but it's the very next paragraph where we do say,
20 and you might find it in your disclosure statement. It's on
21 Page 49.
22 THE COURT: Let me turn to the page. Okay. Which
23 is the -- it doesn't look like it's on 49.
24 MS. BALL: This should be in the redline, Your
25 Honor.

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1 THE COURT: I'm looking at the --
2 MS. BALL: The clean one?
3 THE COURT: The clean, clear copy.
4 MS. BALL: It's just above the commencement of
5 Section 4 of the disclosure statement. It's the last --
6 THE COURT: Just give me a page with it.
7 MS. BALL: Okay.
8 THE COURT: Clean copy of the disclosure
9 statement.
10 MS. BALL: 180 of 255 is what I --
11 THE COURT: Which is it? What of 255?
12 MS. BALL: 180.
13 MR. STANG: Your Honor, I did see that. I just
14 meant that -- we'll address whether earlier on in the
15 statement that should be --
16 THE COURT: Okay.
17 MR. STANG: -- defined because (indiscernible) --
18 THE COURT: All I can say is this ought to be
19 resolved.
20 MR. STANG: Yeah. You're right. You're right.
21 THE COURT: Okay.
22 MS. BALL: Your Honor, we'd love to.
23 THE COURT: Go ahead. Okay.
24 MS. BALL: We will work on it. I only wanted to
25 point out to Your Honor that --

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1 THE COURT: Okay. That's fine.
2 MS. BALL: -- this is unprecedented on this scale.
3 We did get a ruling. Indeed, we got a ruling from the
4 district court on the appeal that the Arrowood injunction
5 does not affect bankruptcy processes. And that opinion is
6 what we put here as. That's what we're guiding that to the
7 extent -- and that's why I wanted you to look at it.
8 THE COURT: What page is that on?
9 MS. BALL: That was 180 of 255. No, 54 of 255 in
10 the clean, Your Honor.
11 THE COURT: Okay. Hold on.
12 MS. BALL: If that's easier --
13 THE COURT: I want to look --
14 MS. BALL: The paragraph beginning with respect to
15 the hourly --
16 THE COURT: Yes. Let me read it. Okay. I see
17 it.
18 MS. BALL: You see it?
19 THE COURT: I do.
20 MS. BALL: I just wanted to be sure that we were
21 all clear that we certainly were not ignoring our esteemed
22 colleagues. We appreciate it, if that is in question.
23 THE COURT: I'm sure you don't ignore Mr. Stang.
24 Okay.
25 MS. BALL: No, not at all. So we did put that in

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1 and, Your Honor, that's the only guidance that we really
2 have.
3 THE COURT: Okay. Do me a favor. Work this out.
4 MS. BALL: Okay. If we move right along to the
5 next issues that seem to trouble the committee the most, it
6 is minimum consideration. Your Honor, I'm going through
7 these because they come up in the committee letter, which
8 we'll get to. We have been clear. They asked us. We got a
9 disclosure statement that minimum consideration is not
10 refundable. If you've gotten it, you've gotten it. We've
11 also been clear that to the extent they do not -- the
12 litigating claims are not resolved, they're resolved against
13 the claimant, that reserved, goes back to the trust, the
14 relative trust. We've clarified that. We've added that
15 provision.
16 As I said before, Your Honor, the point of our
17 review of every claim and every CVA action was to really
18 isolate those that were legally deficient. And the standard
19 we use is what claims were likely to survive a motion to
20 dismiss. And if they did, we didn't consider issues that
21 are expensive to litigate. Credibility. Medical expert.
22 We looked at those that really flawed a case, and those are
23 the ones that are getting minimum consideration, and they're
24 not waiting. They're not waiting for a trust procedure. I
25 think Your Honor, from our reply, is aware that the fastest

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1 claims review we could figure out was somewhere in seven
2 months to a year, once the claim review process started.
3 The other belief that we have about minimum consideration
4 that I wanted to share with Your Honor is our plan now
5 contains an offer for every -- I'll use the word claim
6 that's not disputed, since we don't know what's going to be
7 contested, litigating or where that might end up.
8 So every counsel has an offer of minimum
9 consideration, which is a standard frequently used where you
10 have plaintiffs with multiple clients. When they go talk to
11 their clients, it may trigger their obligation to speak to
12 each client. That was another motive for minimum
13 consideration, was to make sure that every claimant was
14 aware that there was an offer outstanding to them. Moving
15 along, the two trusts, Your Honor, I think this is really a
16 product of where we are with the Arrowhead situation. We
17 have been unable to find precedent of anything on this
18 scale.
19 Your Honor is likely aware it's not only this
20 diocese that is Arrowood, it's also Brooklyn. When we
21 started off, this diocese came out of Brooklyn, and that is
22 the primary reason we view the trustee in Arrowood, which
23 you'll get to when we propose for that, as really focused on
24 recovering those claims. It is true we have allocated value
25 between the trust based on per capita. But we also know

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1 there has to be a straddle reallocation because it's
2 imperfect at best, given the absolute cleavage that the
3 Arrowood insolvency has caused. Part of the separate trust
4 is a trustee who's only responsible for people the New York
5 State Security Fund is responsible to, and also is
6 expensive. The reimbursement that he's going to seek, and
7 it is a he, in our view, Your Honor, is strictly for
8 Arrowood expenses.
9 So it really is to promote and maximize the
10 recovery. Indeed, maybe it's no good deed goes unpunished,
11 but it was truly intended to maximize that asset for
12 creditors. And let me show you why we think it's important.
13 Next slide. This is why, Your Honor, and you've probably
14 seen this tower before. Put enough of those together, and
15 it's a big claim. You're rarely going to see such a
16 cleavage in insurance coverage with just one insurer for so
17 many claims.
18 And some of them, Your Honor, are going to be
19 small. Those coverages, the guarantee is for the lesser of
20 coverage or a million dollars per claim per policy period.
21 Somehow we think a consolidated trustee who has actually
22 looked at all these claims, reviewed them, made
23 determinations, is really best positioned to go to New York
24 state. And the lesser amount of complications he has to
25 explain, we think the better off it would be. If we were to

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1 move on, Your Honor --

2 THE COURT: Let's not move on yet.

3 MS. BALL: Okay. Let's go back to the towers.

4 THE COURT: No, let's talk about what is it that

5 you think the disclosure statement should say on this point,

6 Mr. Stang?

7 MR. STANG: Your Honor, we're satisfied with the

8 inserts that we put in. But there's something on this slide

9 that, not this slide but the one before it, that raises a

10 question in my mind that I don't think I was sensitive to

11 before.

12 THE COURT: All right. Let's go back to the slide

13 just before this one.

14 MR. STANG: It's the first paragraph of the

15 debtor's response, and it says the fund is limited in making

16 payments on account of claims, okay, and reimbursing only

17 payments made to Arrowood claimants. So my question that I

18 think creditors should know is if the trust is paid out to

19 Arrowood claimants \$100,000, is that the limit on what the

20 New York Guarantee Fund is required to pay? Because the

21 limits are -- we know there's a cap of million dollars on

22 its liability. But as a survivor, I've only been paid

23 \$100,000 --

24 THE COURT: As a minimum payment.

25 MS. BALL: As a minimum.

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1 THE COURT: With the ability to seek more.

2 MR. STANG: Right. But is the reimbursement -- is

3 the obligation of the Guarantee Fund based on reimbursing

4 the trust on what it's been paid --

5 MS. BALL: No --

6 MR. STANG: Well, this --

7 THE COURT: Hold on. Just a --

8 MS. BALL: This is -- excuse me.

9 THE COURT: Don't talk over each other.

10 MR. STANG: And this is why I'm asking.

11 THE COURT: Go ahead.

12 MR. STANG: It says reimbursing the payments made

13 to the Arrowood claimants. This trust is going to pay

14 whatever it's going to pay out to claimants and so my

15 question is --

16 THE COURT: Would you be satisfied if it said NYS

17 Security Fund is limited to making payments on account of

18 claims insured by Arrowood and (i) reimbursing payments made

19 to Arrowood claimants and (ii) any additional amounts?

20 MR. STANG: Yeah. I don't actually know where

21 this language shows up, Your Honor, in the redline. But I

22 was just curious as to what they thought (indiscernible) --

23 THE COURT: Okay. No, but does that -- don't take

24 my words as being the exact, but I don't think there's a

25 disagreement between you --

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1 MS. BALL: No. I don't --

2 THE COURT: -- and Ms. Ball that, yes, if the

3 trust has paid \$100,000, that has to be reimbursed. But if

4 the claimant then succeeds in recovering more, that too is

5 subject to reimbursement. That's the point.

6 MS. BALL: That's the point. That's the point.

7 MR. STANG: I (indiscernible) --

8 MS. BALL: That's an item (indiscernible) --

9 THE COURT: Make the -- you're not disagreeing?

10 Okay.

11 MS. BALL: -- on that.

12 THE COURT: Just fix the language so that it's

13 clear. Okay.

14 MS. BALL: We will do that.

15 MR. STANG: My other comment is we have been

16 asking the debtor for months to explain why there have to be

17 two trusts.

18 THE COURT: Okay.

19 MR. STANG: She's given an explanation. I don't

20 think it's a disclosure statement issue anymore. Survivors

21 just see this as another unnecessary expense.

22 THE COURT: Well, I think --

23 MR. STANG: They're entitled to do what they want

24 --

25 THE COURT: Maybe I've been bamboozled, but I

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1 think I understand why there's a necessity for two trusts

2 because the insurance fund is not going to pay anything that

3 isn't related to the Arrowood policies.

4 MR. STANG: I understand that that is true. I

5 don't understand why there has to be a whole separate

6 structure for it. But it is their plan.

7 THE COURT: Okay.

8 MR. STANG: They have to sell it.

9 THE COURT: Right. Okay.

10 MR. STANG: And we don't get it. I mean, that's

11 (indiscernible) --

12 THE COURT: But you'll clarify the language so

13 that it's reimbursement --

14 MS. BALL: Plus.

15 THE COURT: Plus

16 MS. BALL: Plus.

17 THE COURT: Okay.

18 MS. BALL: That is true, Your Honor.

19 THE COURT: Next point.

20 MS. BALL: Happy to do that. Your Honor, the next

21 slide just highlighted the decision that we actually went

22 over with you already, which we added to the disclosure

23 statement. Here it is. We added that to try to clarify

24 that the bankruptcy process works. Whether you can go back

25 to state court, that may be more difficult. That may be

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1 more difficult. They may have to wait.

2 THE COURT: Do you have a problem with this

3 language, Mr. Stang?

4 MR. STANG: No.

5 THE COURT: Go ahead, Ms. Ball.

6 MS. BALL: We also want to share with, Your Honor,

7 our proposed candidates for trustees. Each of these

8 gentlemen has agreed that they would like this appointment.

9 They feel they're qualified to do it. We do not have in our

10 proposal a separate claim reviewer. Both these gentlemen

11 have experience in mass tort, certainly have experience in a

12 lot of claims. We have shared these names in the past with

13 the committee. But this is not a negotiation mode. But

14 that's where we are. We continue to search for neutrals,

15 but that clearly is a process we would like to get more

16 traction on with the vote before we go on.

17 The last point was the committee asked for a lot

18 more disclosure about SEMCO and what I neglected, Your

19 Honor, in highlighting is the committee also asked us to

20 reflect that they brought a lawsuit. We did put that

21 language in as well. It's not highlighted on this slide for

22 you, but we have done it, and we have put in their exact

23 language regarding how much to seek, how much the lawsuit

24 sought. So I think we've resolved what they wanted to hear

25 about SEMCO.

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1 What I highlighted on this slide, Your Honor, is

2 the countervailing view. So we have put in what they asked

3 for about the lawsuit. This would be the cemetery's view.

4 It's just another view of the same lawsuit. Lawsuits always

5 have two sides. That's why we come to gentlemen like

6 yourself.

7 THE COURT: Mr. Stang, on this point, are you

8 satisfied with the debtor's proposed language?

9 MR. STANG: Yes, Your Honor.

10 THE COURT: Okay. Next point.

11 MS. BALL: All right. The next point was, Your

12 Honor, I think we already went over it. It was the non-

13 economic damages which was raised in our last hearing.

14 THE COURT: I was glad to see it taken out.

15 MS. BALL: That's all done.

16 THE COURT: Let me make clear. I raised it. It

17 was a substantive point, and I thought it had to be in the

18 plan and the disclosure statement. I didn't say you

19 couldn't do it, but I've made the point. Anyway.

20 MS. BALL: Your Honor, in fairness, we took it

21 from Boy Scouts.

22 THE COURT: Okay. It's done. It's done.

23 MS. BALL: We have adjusted.

24 THE COURT: Okay.

25 MS. BALL: Moving on, here's where we find

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1 ourselves, Your Honor. And I do want to come back to the

2 committee letter. We talked about the first one. I don't

3 think we need to say anything more. The charts, Your Honor,

4 those are the diocesan cases that have a confirmed plan. We

5 believe it is relevant. We believe it's additional

6 information.

7 THE COURT: You know, I asked both committee and

8 the debtor a long time ago whether you had estimates of the

9 value of the claims outside of bankruptcy. And each of you

10 told me you had experts. Yes, you did. But you weren't

11 revealing what those were. If those charts remain, then I

12 think it needs to be supplemented with information about the

13 value of claims. You're grimacing.

14 MS. BALL: Because we looked. There's

15 (indiscernible) --

16 THE COURT: Let me tell you why. Because when

17 people vote, they have to know what they're -- if you're

18 going to do this, if you're going to head down the road of

19 saying what people have recovered in other diocese cases,

20 then I think they're also entitled to know what people have

21 recovered in non-bankruptcy cases, in litigation.

22 MS. BALL: Oh, so you're talking about --

23 THE COURT: I'm saying, look, you've got these

24 nice charts, color charts of what people have recovered.

25 And if you want those charts in, then I'm going to want

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1 information about, outside of bankruptcy, what recoveries

2 have been for, including punitive damages because when

3 people are being asked to vote, they may say, hey, look,

4 I've got a really good claim against a parish that's got a

5 lot of assets, and I'm better off outside of bankruptcy. So

6 I'm going to vote against the plan. But if you're going to

7 put a chart about what recoveries in bankruptcy have been,

8 they're also entitled to know what the recoveries outside of

9 bankruptcy have been. You may not want to do -- you may

10 just decide to take the charts out.

11 MS. BALL: Your Honor, we will look into that.

12 Your point is understood.

13 THE COURT: Mr. Stang?

14 MR. STANG: Your Honor, it's a point well taken.

15 These charts are about as relevant as anything I can think

16 of.

17 THE COURT: Well, yes and no. I mean, look --

18 MR. STANG: It has nothing to do with this case

19 and whether creditors should vote based on the assets and

20 liabilities of this case. Fairbanks, Alaska is not a basis

21 for comparing Long Island, New York. Nor is Davenport. I'm

22 not going to repeat Judge Abbot's comment about we have a

23 view of the Pacific.

24 THE COURT: Okay. Okay. All right.

25 MR. STANG: They are totally different situations.

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1 THE COURT: Look, I don't have a list of what the
2 recoveries outside of bankruptcy, what jury verdicts have
3 been. There's been some enormous verdicts.
4 MR. STANG: There's a verdict in California
5 against a school district for two people that I believe was
6 over under \$130 million.
7 THE COURT: Well, did it survive?
8 MR. STANG: I don't know. But right now it's out
9 there. So are we going to start mincing the charts about
10 (indiscernible) --
11 THE COURT: Let me make this point. I don't think
12 -- I think including just the chart that you included is
13 misleading. And I don't think you really want to go down
14 the road of having to put together a chart comparing what
15 judgments have been. Whether it's recovered or not is a
16 different issue -- have been outside of bankruptcy.
17 MR. STANG: Your Honor, I'll say the Jesuits,
18 Oregon province filed some (indiscernible). It covered five
19 states. Alaska was one of those states. The Diocese of
20 Fairbanks filed bankruptcy. There was almost 100 percent
21 overlap between the people who filed claims in Fairbanks and
22 the ones that filed in the Jesuit case. Spokane, part of
23 the Oregon province. Montana cases, part of the Oregon
24 province. Breaking them down separately is totally --
25 THE COURT: But I --

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1 MR. STANG: It is such a false comparison, it gets
2 to the point of being misleading.
3 THE COURT: I understand your point, and what I'm
4 saying is I'll add to the false comparison by saying, what
5 was the verdict in Westchester County?
6 MS. BALL: \$28 million (indiscernible).
7 THE COURT: Okay, and what was the verdict in --
8 MS. BALL: Monroe?
9 THE COURT: Monroe.
10 MS. BALL: Ninety-five.
11 THE COURT: Okay. Do you really -- I mean, it's
12 still --
13 MS. BALL: Your point, we hear.
14 THE COURT: Okay.
15 MS. STANG: (indiscernible) are we going to do New
16 York? Are we going to do (indiscernible) --
17 THE COURT: Stop. We're going to take it out is
18 what we're going to do. We're taking it out. It's either
19 coming out -- I hear Ms. Ball saying they're going to take
20 it out, because otherwise there's going to be a more
21 fulsome, irrelevant comparison to judgments elsewhere.
22 Okay. You're taking it out or you want to --
23 MS. BALL: I have homework to do, but I hear you.
24 THE COURT: Or do you want to fight this battle?
25 MS. BALL: It's a question of whether we add more

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1 or it comes out. And the more, in my view, may be equally
2 misleading. And, of course, I do want to remind Mr. Stang
3 that the orders that are present here and (indiscernible)
4 are not being released. So people can continue to chase
5 them.
6 THE COURT: Okay.
7 MS. BALL: But I hear your point.
8 THE COURT: I'm not ruling yet. If you're going
9 to stand on your position that the charts go in, I am going
10 to insist that it include information on --
11 MS. BALL: Verdicts.
12 THE COURT: -- on verdicts. Okay. You'll let me
13 know.
14 MS. BALL: We will, Your Honor.
15 THE COURT: When we finish today --
16 MS. BALL: The difficulty I'm having is the vast
17 majority of cases as came out in Camden are settlement
18 values. But the biggest difference, which I'm surprised Mr.
19 Stang hasn't raised, all the cases in those charts had
20 insurance (indiscernible) which the charts show. This whole
21 plan is structured around trying to get to that point. But
22 that leaves us with the third issue, Your Honor, on
23 disclosure.
24 THE COURT: And I -- you know, let me flip it.
25 I've got some other issues that haven't been addressed.

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1 MR. STANG: I have a few too.
2 THE COURT: I bet you do. I bet you do.
3 MS. BALL: I think we did try to cover everything
4 that committee redline shared with us.
5 THE COURT: Let me just -- stop. Some time ago,
6 multiple hearings ago, without ruling, I said that -- words
7 to the effect that the parishes should have to disclose
8 their contributions. Explain to me why you don't think the
9 parishes should have to disclose what they're -- you've said
10 all the parishes are contributing and they're jointly and
11 severally liable. Tell me why the parishes shouldn't have
12 to disclose what each parish is contributing.
13 MS. BALL: Your Honor, in our minds, it's a
14 question of when does that have to happen. Purdue says it
15 has to happen. I'm not -- but we think it's part of our
16 burden on confirmation. Let's step back, Your Honor, just a
17 minute. If they vote in favor of this plan, they know what
18 they're getting. If they choose to litigate, they know what
19 every parish has, at least in terms of its current assets
20 and the location of its real estate. So it seems that it is
21 not relevant to the vote. But I understand it may be
22 relevant on the Purdue factors.
23 But let me just share Judge Kressel's view. The
24 trouble that we're having -- the trouble that we're having
25 with this, and I am reminded of his decision in the St. Paul

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1 case. I don't know if Your Honor is familiar with it. It's
2 reported at 58 B.R. 821 (sic).

3 THE COURT: Let me -- hold on. I'm not. 58 B.R.
4 821. Okay.

5 MS. BALL: It was a decision where he denied
6 confirmation of a plan. And let me share with you what he
7 said. He said, while the creditors' committee seeks
8 retribution for the wrong suffered by the victims, none of
9 those who committed the abuse in the first place or
10 exacerbated it in the second place will suffer. The
11 financial cost of compensation falls not on any of these
12 people, but on a completely different group. The cost will
13 fall on Catholic schools and their parents, students of
14 Catholic schools and their parents. It will fall on
15 thousands of parishioners, the benefits of charity. And he
16 goes on to say, this case is about people. We are asking
17 you, Your Honor -- and of course, as a footnote, Judge
18 Kessel was one of the first to challenge high contingency
19 fees. But returning to our case --

20 THE COURT: But not the only one who has.

21 MS. BALL: Not at all, Your Honor. It seems to be
22 a trend. Judge Kinsella even suggested a fee examiner. We
23 are asking you, and it really is for the benefit of
24 survivors, to let us maintain the ability to marshal funding
25 for the resolution of this harm as part of an ongoing

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1 mission. The way parishes are sharing this reflects a sense
2 of moral responsibility. Rather than subjecting the
3 parishes and, hand in hand with the parishes, the survivors,
4 it's a great difficulty in raising this money. If we are
5 moving forward, if we are heading towards confirmation, then
6 parishes, their students, everyone has a sense of purpose to
7 get this done and to disclose whatever is necessary to get
8 there because you're seeing an end to it.

9 THE COURT: So let me just -- I just want to be
10 sure. So you're giving as the first reason to not require
11 disclosure of each parish contribution --

12 MS. BALL: At this time.

13 THE COURT: -- maintaining the ability to marshal
14 funds by not disclosing each parish contribution.

15 MS. BALL: Your Honor, because many of them are
16 not responsible at all. There could be an absolute outrage
17 among those parishes and those Catholic schools. Why are we
18 doing that if we're never going forward?

19 THE COURT: Give me -- what's the next -- are
20 there more reasons?

21 MS. BALL: Yes, Your Honor. We are going to ask
22 you, because, as you know, this is a plan where funding is a
23 mission shared by all parishes, really, without regard to
24 legal liability and managing the inability in particular,
25 and if you studied our exhibit, roughly half of the parishes

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1 to fund anything, it's being approached not as a question of
2 legal responsibility. It's being approached as part of
3 wanting to end this terrible chapter. If we find that our
4 creditors have elected the world of chaos -- why don't you
5 go to the next slide -- they have elected -- then we're
6 really talking about legal responsibility. And the paradigm
7 is totally different at the parish level. There will be
8 survivors --

9 THE COURT: If I understand what you're saying is
10 one of the concerns you're expressing is backlash against
11 parishes that are contributing, that have few, if any --

12 MS. BALL: Or none.

13 THE COURT: Or none, abuse claims.

14 MS. BALL: And they will be -- they're reaching
15 into their pockets at the expense -- and those pockets have
16 to be refilled by parishes to keep schools open.

17 Parishioners. Why are we creating that blowback when we
18 don't know if we are going ahead with this shared mission?
19 They may choose to go to the legally responsible mission, in
20 which case, half the parishes will likely not be at risk.

21 So why are we doing it? We understand Purdue, Your Honor.

22 THE COURT: Okay. So when is it that you think
23 you would be required to disclose that information?

24 MS. BALL: As part of moving forward to confirm a
25 plan.

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1 THE COURT: If you get the votes and it moves to
2 confirmation.

3 MS. BALL: If we go to confirm a plan, it will
4 have to be disclosed. It's our burden, we think, at that
5 point. We think Purdue says, and you have to assess fair,
6 that that would be part of it. Then that's a burden we'll
7 have to meet. But we are urging you not to level this
8 dissension unnecessarily at this time.

9 THE COURT: Remind me that the aggregate
10 contribution of the parishes is how much.

11 MS. BALL: By or on behalf of the parishes is
12 \$78.1 million and Catholic Charities is (indiscernible) --

13 THE COURT: I'm not saying that I'm with you on
14 this point. Are you prepared to disclose -- I mean, if I
15 order it in the order, you'll do it or not, but if you
16 don't, then it's a different problem. But range, median,
17 something that would disclose the contributions, the \$78.1
18 million reflects contributions from parishes in the range of
19 X to Y, without disclosing at this stage how much each
20 parish is disclosing.

21 MS. BALL: We could do that. It may be a little
22 complicated because of the sharing that we're forcing on
23 them for those liability. But let us think about doing
24 something like that, Your Honor.

25 THE COURT: I haven't heard Mr. Stang yet. I'm

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1 exploring. I'm not --
2 MS. BALL: This is --
3 THE COURT: So you're just --
4 MS. BALL: It's more from parishes.
5 THE COURT: If you got to the point of the votes
6 to confirm, the explosion from parishioners doesn't occur
7 until the information you know you're going to have to
8 disclose.
9 MS. BALL: But Judge, let me say it's a different
10 circumstance. We would not be presuming that, because we're
11 prepared to move forward with confirmation, that you would
12 do it. But we would all be, everyone on the substantial
13 contribution side, rowing in the same direction to get to
14 the end and it would not have the same impact at all.
15 THE COURT: I'm going to hear from -- but go on.
16 I'm sure I'm going to hear from Mr. Stang on this point.
17 MS. BALL: Your Honor, the last --
18 THE COURT: I mean, look, I made those statements
19 because at that point in the case, you had not publicly
20 disclosed --
21 MS. BALL: Their financials.
22 THE COURT: -- their assets, their financials.
23 Okay. That's now in your exhibits.
24 MS. BALL: That is there.
25 THE COURT: So I expressed the view that they

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1 should be required to disclose what they're contributing,
2 and I also talked about what their assets are. You've now
3 disclosed their assets. I understand Mr. Stang is still
4 raising the issue about real estate values. I think even
5 when I raised it, I recognized that I don't know who's got
6 appraisals, and book value is not a true measure. Whatever.
7 But now I can see. I looked at what each parish has and how
8 much cash, what real estate, et cetera. So I'm reserving on
9 this point. I do want to hear from Mr. Stang.
10 MS. BALL: I wanted to be consistent, Your Honor.
11 The parish financial information is critical to the choice
12 that they're making because if they revert from a plan
13 choice, which is, from our point of view, a collective
14 global solution to a horrible problem, to, no, we'd rather
15 sue, and it's legal liability, they have a lot of the
16 information that would educate that choice.
17 THE COURT: Go on to your next point.
18 MS. BALL: Okay.
19 THE COURT: I understand your position. I'm not
20 ruling. I want to hear -- I mean, look, from prior comments
21 in the case, I was where Mr. Stang is on this issue. Okay.
22 But I understand you're raising it as a question of timing.
23 MS. BALL: We are, Your Honor. And the different
24 motive and impact it will have depending on that timing.
25 THE COURT: Okay. Next point?

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1 MS. BALL: The next point that we wanted to make,
2 Your Honor, it's kind of the last one. Just as a reminder,
3 the committee letter which was filed yesterday, I'm sure
4 Your Honor has seen it.
5 THE COURT: I've read it. I have it here.
6 MS. BALL: But not to go back over the complicated
7 charts earlier in this year, but here we are, Judge. The
8 smaller firms, the pro se, those are the ones that will be
9 left behind in the choice. Large state court counsel, if
10 you look to those charts, you can see it's not an issue for
11 them. These are the ones that we keep hearing about control
12 the vote, in many other cases, very critical in controlling
13 the trusts.
14 But at least now in their letter in the very back
15 end, they acknowledge there's a risk, a big risk, and what
16 we find very compelling. Not only the risk for those who
17 don't have a CVA, but when you think about the trial timing,
18 Your Honor, the timing of the 50 that are active being
19 first, the 200 new diocese cases, two-thirds of which are
20 Arrowood, so let's say one-third of those being filed next,
21 67, and then all the Arrowood cases behind that, it has to
22 be true that there are survivors that are really not going
23 to get anything.
24 THE COURT: Here's what I want to happen, because
25 I just got this. I'm going to give you, I don't know, a day

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1 or two to file a response with a blackline. Look, I made
2 clear before I am going to permit and require that a
3 committee letter be attached to the disclosure statement.
4 Okay. You've already put within the disclosure statement
5 many of the --
6 MS. BALL: Their position as we understood it.
7 THE COURT: -- positions that (indiscernible).
8 But I am going to -- the committee's view is important.
9 They're the fiduciary for the unsecured creditor.
10 MS. BALL: For everyone.
11 THE COURT: Okay, and, I mean, I won't go through
12 it now. I had some problems with some things that they
13 stuck into this letter. I'm sure they knew that when they
14 sent it in. Put it right up front, basically. Okay. But
15 this just came in. I want to give you a chance to mark it
16 up, if you will. Okay.
17 MS. BALL: Thank you, Your Honor.
18 THE COURT: Just as examples, the diocese
19 "headlines," the diocese offer or proposal of a settlement
20 of \$200 million grossly overstates or how much survivors
21 will get out of settlement. Take the word headlines out. I
22 mean, it's just, you know, you're --
23 MR. STANG: Your Honor? Your Honor, we'll wait to
24 see it. But I have to tell you, when you say the number is
25 200, but you admit on Page 12 of your disclosure

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1 (indiscernible) --
2 THE COURT: I know you do.
3 MR. STANG: -- that it's 170, that's a headline.
4 THE COURT: Okay.
5 MR. STANG: That's a headline.
6 THE COURT: Just put the facts in. Okay?
7 MR. STANG: Well, their --
8 THE COURT: No, stop.
9 MR. STANG: Their disclosure statement isn't
10 entirely facts. They have lots of opinion in their
11 disclosure statement.
12 THE COURT: Look, I'm letting you put in a letter.
13 Okay?
14 MR. STANG: I'm not --
15 THE COURT: Tone it down, okay?
16 MR. STANG: I'd also ask, Your Honor, that it be a
17 freestanding letter and not attached to the back of the
18 (indiscernible) disclosure statement.
19 THE COURT: Where do you want it?
20 MR. STANG: In the solicitation package as a
21 separate piece of paper, not attached as an exhibit to
22 (indiscernible) --
23 THE COURT: Okay. I'll let you put -- I'll
24 require it go in the solicitation package. Okay? You'll
25 get your wish. Would you please take out the diocese is not

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1 doing anything to improve its policies and procedures to
2 protect children? I mean, come on.
3 MR. STANG: The diocese's plan does not have a
4 word regarding child protection. Not a word. It doesn't
5 have a -- this is written (indiscernible) --
6 THE COURT: I will just tell you that's coming
7 out. That bullet point is coming out.
8 MR. STANG: Your Honor --
9 THE COURT: Have you taken discovery? Are there -
10 - can I ask you this? Are there postpetition lawsuits
11 against parishes that have been filed for postpetition abuse
12 claims against the parishes?
13 MR. STANG: I don't know.
14 MS. BALL: There are, Your Honor. And the
15 policies and protocols are on the diocese website.
16 MR. STANG: Your Honor, there's not a word in that
17 plan or disclosure statement about protecting children.
18 They don't even talk about what they're doing, much less
19 what they will do. Creditors need to know that.
20 THE COURT: That bullet point is coming out. I
21 will not approve a letter with that bullet point in it.
22 MR. STANG: Your Honor, I want you to know that
23 when we talk to committees, this one or any of them, when
24 they talk about what is most important to them, it is the
25 protection of children. There's not a word in this, in all

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1 of this paper about what they do to protect children. Not a
2 word. People want to know that.
3 THE COURT: I will review the diocese's markup of
4 the letter, and I'll resolve it without a further hearing.
5 MS. BALL: Your Honor, (indiscernible), we will
6 address it, but of course, it's on the website, Your Honor.
7 It has been. It has been.
8 THE COURT: Fine.
9 MS. DINE: Your Honor, if I may (indiscernible) --
10 THE COURT: Ms. Dine, go ahead.
11 MS. DINE: Sorry. Karen Dine, for (indiscernible)
12 --
13 THE COURT: I think we're not picking you up on
14 the microphone. Just move that microphone. You can stay
15 there.
16 MS. DINE: Your Honor, and I don't know what the
17 timing of things is going to be based on the outcome of this
18 hearing, but if there is time, just as we have provided
19 comments in advance of filing anything with the court, I
20 would ask that the debtor give us their comments first, that
21 we have a chance to consider them and make any changes.
22 THE COURT: Fine.
23 MS. BALL: Of course, Your Honor.
24 THE COURT: Fine. Maybe you'll obviate -- you'll
25 agree on what will be in, what will be out (indiscernible).

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1 Okay. That would be much preferred.
2 MS. BALL: Your Honor, we have one other area we
3 haven't covered today, but I don't think we're getting that
4 far today. But I would share with Your Honor, and we're
5 prepared to talk --
6 THE COURT: There's a lot of day left.
7 MS. BALL: (indiscernible)
8 THE COURT: Not mine, but, you know --
9 MS. BALL: Well, then in that case, I'll be very
10 quick about it. There's a lot to be said about the
11 solicitation and the agreements that have been reached. I
12 don't know if Your Honor wants to hear that, the agreements
13 there. Disagreements are very narrow.
14 THE COURT: Let me -- before you do that, finish
15 up. Are there any other disclosure statement issues you
16 want to raise?
17 MS. BALL: No, Your Honor. I think I've covered
18 them.
19 THE COURT: Okay. Let me raise a few of my own.
20 MS. BALL: Thank you, Your Honor.
21 THE COURT: All right. The second committee
22 objection, Exhibit A at Page 2, the bullet point is
23 disclosures in the executive summary regarding "whether the
24 litigation rights, including forum/venue selection or right
25 to jury trial will be impacted or whether parties retain all

<p style="text-align: right;">Page 102</p> <p>1 existing litigation rights." That's quote from their 2 objection. 3 MS. BALL: Yes, Your Honor. We had it on the 4 screen, you may recall. 5 THE COURT: Okay, and your response to that? 6 MS. BALL: Our response to that is that Section 8 7 of the trust distribution procedure says the bankruptcy 8 piece goes forward first. Thereafter, the parties will 9 confer to restart their litigation in the forum they 10 originally chose with the rules of that forum. 11 THE COURT: Could you put it in the disclosure 12 statement? 13 MS. BALL: We did, Your Honor. We put it in a 14 footnote. But if you'd like it in the body, we will. 15 THE COURT: Mr. Stang or Ms. Dine, do you want it 16 in the text or do you want it in a footnote? I thought the 17 point was a valid point. 18 MS. BALL: That's why we shared it with you. 19 MS. DINE: Your Honor, again, Karen Dine, on 20 behalf of the committee. I think we think it should be in 21 the text. And of course, one of the issues we're getting at 22 is whether there may be remand or other venue issues that 23 are raised in those litigations (indiscernible) -- 24 THE COURT: Without adding more than a paragraph 25 or two at the most, the point you raised in the second</p>	<p style="text-align: right;">Page 104</p> <p>1 to the litigating abuse claims, given that no litigating 2 abuse claim can receive any recovery until after the 3 resolution of all litigating abuse claims, I think it's 4 important that there be very clear disclosure about just how 5 long (indiscernible) -- 6 THE COURT: Ms. Ball, are you prepared to put 7 that, work out the language to put in to do that? 8 MS. BALL: Yes, Yes, Your Honor. 9 THE COURT: Okay. You've won on that point too. 10 MS. BALL: Particularly true with the Arrowood 11 trust, Karen? 12 MS. DINE: (indiscernible) 13 THE COURT: That same second committee objection, 14 you wanted additional language specifying, one, the total 15 amount of minimum consideration payments to be made; two, 16 the amount reserved for trust expenses; and three, you want 17 clarity over how judgments resulting from the independent 18 review option will be paid. 19 MR. STANG: Well, in particular, Your Honor -- 20 THE COURT: Mr. Stang, just identify yourself for 21 the record. 22 MR. STANG: James Stang, for the committee. More 23 quantification is better, but one of the things they don't 24 discuss is, except in I think it's a footnote, that the 25 trust -- the trust that has the LMI/Interstate policies may</p>
<p style="text-align: right;">Page 103</p> <p>1 objection is a valid one, and I think you want it in the 2 text, it's a long document, you'll work it out and put it in 3 the text. 4 Look, Ms. Ball, we've gone through a bunch of 5 points today. There are changes that have been agreed to be 6 made. I'm expecting to see a further -- a new redline, 7 blackline -- 8 MS. BALL: I understand, Your Honor. 9 THE COURT: -- against what I have. 10 MS. BALL: And I'm assuming you're expecting us to 11 try to work it out first. 12 THE COURT: I do. 13 MS. BALL: Of course. 14 THE COURT: I do. This you want to be able to 15 work out. There are bigger fish to fry than this. It's 16 important. 17 MS. BALL: One more thing. One more thing. 18 THE COURT: Okay. In that same second committee 19 objection, they raised the point, the executive summary 20 should address the impact of the Arrowood liquidation, 21 including impact of the Arrowood liquidation on timing for 22 resolution of all litigating abuse claims is basically the 23 point. Ms. Dine, maybe you could tell me. What is it that 24 you want the disclosure statement to say? 25 MS. DINE: So Your Honor, particularly as it goes</p>	<p style="text-align: right;">Page 105</p> <p>1 have to reserve for self-insured retention up to \$100,000 2 per claim. And there's no discussion of that additional 3 reserve at all in the prospect that there are going to be 4 additional distributions beyond the minimum consideration. 5 When you look at the draft with all -- 6 THE COURT: Let me -- Ms. Ball, are you prepared 7 to try and add language to the disclosure statement to -- 8 MS. BALL: We're prepared to try and work that one 9 out, Your Honor. 10 THE COURT: You want to be able to work it out. 11 Let me give you the next one. They want additional language 12 clarifying the timing of distributions from the litigation 13 of the use claim supp fund and making clear that the Debtor 14 cannot predict how many litigating abuse claims there will 15 be or when resolution of such claims will be completed. 16 MS. BALL: In terms of when resolution will be 17 completed, we will commit to work out language. 18 THE COURT: Okay. You ought to be able to work 19 out the language. That same objection, they want inclusion 20 of some foreseeable hypotheticals like those the Committee 21 suggested, which should assist a holder of an abuse claim in 22 understanding how his or her claim may be treated under the 23 plan. I thought you added some hypotheticals. 24 Is this still an issue, Ms. Dine or Mr. Stang? 25 Because they did add hypotheticals.</p>

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1 MS. DINE: They did add a further description
2 particularly of the IRO process. So I think at this point
3 we are not going to press on additional hypotheticals.
4 THE COURT: Okay, fine. Then that's resolved. So
5 with respect to parish real estate.
6 MS. DINE: I'm sorry, Your Honor, if I may.
7 THE COURT: Go ahead, Ms. Dine.
8 MS. DINE: As I sit here thinking about the
9 discussion of litigating abuse claims, it may be helpful,
10 particularly given this point about retaining their rights
11 in litigation, to have a hypothetical if you are this kind
12 of claimant, this is how --
13 THE COURT: You've got a hypothetical. I'm sure
14 you'll work it out to put it in. Okay?
15 MS. BALL: I think we can do that, Your Honor.
16 THE COURT: Let me just -- with respect to the
17 parish real estate, have you confirmed -- have you inquired
18 and determined that parishes do or don't have appraisals of
19 their real property?
20 MS. BALL: We have asked every parish, and there
21 are no appraisals that we are aware of.
22 THE COURT: Okay. And they've all responded to
23 the inquiry?
24 MS. BALL: There are two. And they're in the
25 exhibit.

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1 THE COURT: Okay. And I saw that. But I just
2 want --
3 MS. BALL: But that's all.
4 THE COURT: What wasn't clear to me is that you've
5 asked all whether they have any, and they've said other than
6 the two, no.
7 MS. BALL: No.
8 MR. STANG: We're done with the real estate.
9 THE COURT: Okay, we're done with the real estate.
10 I do want to hear Mr. Stang in a few minutes on the
11 contributions of each parish. So we'll get to that in a
12 second.
13 I want to hear -- on Page 30 of the disclosure
14 statement, I think it's still at Page 30, there is the
15 following sentence. "Since the Debtor plan of
16 reorganization allocates abuse claims into two trusts, abuse
17 claimants may receive different distributions depending on
18 many factors, including but not limited to the nature of
19 their claim, whether they are a litigating abuse claim or a
20 settling abuse claim, and which trust their respective claim
21 is allocated to."
22 It seems to me that that disclaimer, if you will,
23 should be included as a risk factor or otherwise included in
24 the executive summary of the amended disclosure statement.
25 MS. BALL: We can do that, Your Honor.

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1 THE COURT: I think the Committee has -- whether
2 that's worked out with Mr. Stang and Ms. Dine where and what
3 language to put -- I think --
4 MS. BALL: It's possible, I agree.
5 THE COURT: You can't control that. Neither of
6 you can control it. It may happen, it may not happen. I
7 don't know. But it's a risk. Okay?
8 Ms. Dine, would you be satisfied with working out
9 something on that point?
10 MS. DINE: Yes, Your Honor. We just -- it's about
11 disclosure.
12 THE COURT: I think that there needs to be in an
13 appropriate place a risk factor of parish insolvency.
14 Absent a confirmed plan, if parishes go to trial, they
15 potentially risk significant plumes of damage awards. I
16 mean, this is a two-edged sword. Many abuse claimants may
17 be left high and dry. They may have good claims, but if
18 somebody recovers a big judgement first and includes
19 putative damages. So I think there needs to be a couple of
20 sentences added as a risk factor in the event of parish
21 insolvency. And outside of the confirmed plan, claimants
22 may seek actual and putative damages. I (indiscernible)
23 language, but I think you ought to be able to -- I think
24 it's a real risk.
25 MS. BALL: Well, Your Honor, it's also a

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1 consideration that most parishes at this point would be
2 eligible for Subchapter V with a contingent debt. So that
3 risk is probably more prevalent than you suggest.
4 THE COURT: So this issue about the liquidation
5 analysis. The liquidation analysis presently estimates
6 "maximum of approximately \$46 million --" I'll add the word
7 will, "-- be available to general unsecured creditors of
8 which approximately \$15 million to \$43 million --" I'll add
9 again will be, available to abuse claimants depending on the
10 amount of allowed abuse claims. In reaching that
11 conclusion, the Debtor provide that "value of the Debtor's
12 plan for purposes of this liquidation analysis has been
13 adjusted downward to approximately \$97 million based on
14 excluding the contributions from entities other than the
15 Debtor but does not include the value the Debtor expects to
16 recover from avoidance actions." That ends the quote.
17 **The question I have is does the liquidation**
18 **analysis fail to appropriately capture the amended plan as**
19 **presently proposed and fails to offer creditors a proper**
20 **comparison between the plan and what their potential**
21 **recoveries would be in a hypothetical Chapter 7 liquidation.**
22 **It's the initial Committee objection at Paragraph 21. Are**
23 **you still pressing that objection, Ms. Dine?**
24 **MS. DINE: So, Your Honor, our objection to the**
25 **liquidation analysis is that it seemed to us to be a non-**

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1 apples-to-apples comparison and, again, not including the
2 information regarding the parishes and the other people
3 contributing. And then to sort of take that out of the
4 analysis but then not have any analysis of what the
5 recoveries might be, the recoveries from those third parties
6 that this analysis as a disclosure matter is not
7 particularly helpful. At the end of the day it may be more
8 of a confirmation issue in terms of a best interest test.
9 But --
10 THE COURT: Let me ask -- that raises the
11 question. Are you satisfied with the disclosure statement
12 and you want to reserve the issue for confirmation?
13 MS. DINE: If the parish contributions are being
14 disclosed now, I think that we would be willing -- and so
15 that's clear in the disclosure statement. And so even if
16 they cannot apply it for the liquidation analysis, they can
17 have some sense of what is available to them.
18 THE COURT: And if I wind up ruling that I'll
19 require them to not disclose each parish contribution, but
20 the range amounts of parish contributions?
21 MS. DINE: Again, Your Honor, I think we think as
22 a disclosure issue, it would be the liquidation analysis
23 should provide some analysis of the recoveries from third
24 parties that are available if they were being released. So
25 I think that that was really a fundamental problem with the

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1 liquidation analysis.
2 MS. BALL: Your Honor, if I may.
3 THE COURT: Go ahead.
4 MS. BALL: This is an issue that Judge Silverstein
5 dealt with in Boy Scouts. The debate really got off and
6 running with the Quigley case here in New York with Judge
7 Bernstein. That took a very specific detour in Ditech with
8 Judge Garrity on the issue of, well, you have to sell under
9 363 so you need to apply those rules.
10 The most recent iteration of this was really in
11 Boy Scouts with Judge Silverstein. And her reaction to --
12 it's about the Calbert disclosure about the assets. It's
13 about the Calbert disclosure about the assets of third
14 parties so that people will know to make their choice
15 whether to keep their lawsuits alive.
16 That was how she thought this issue should be
17 resolved. And she actually ruled on it, and I can give Your
18 Honor the cites. I didn't think it was coming up today.
19 And she was affirmed specifically on that point.
20 THE COURT: You now have an exhibit that shows
21 cash on hand, real property. So more or less the value of
22 the parishes is now publicly disclosed. I'm right about
23 that?
24 MS. BALL: Certainly the current assets and
25 liabilities, Your Honor.

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1 MS. DINE: Your Honor, if I may.
2 THE COURT: Go ahead, Ms. Dine.
3 MS. DINE: Again, Karen Dine on behalf of the
4 Committee. I think again a distinction here from BSA and
5 other cases is while they have taken the dismissal toggle
6 off of the table, they are still presenting this as if you
7 are deciding between the dismissal of this case and
8 receiving these recoveries. And that is part of why we have
9 emphasized the importance of this information.
10 THE COURT: I can't stop -- I won't stop them if
11 they decide to move to dismiss. I mean, Ms. Ball has
12 expressed that they've run out of money to keep this case
13 alive absent a confirmed plan. That's her decision and her
14 client's decision, not my decision.
15 MS. DINE: No, understood, Your Honor.
16 THE COURT: I've said I won't sua sponte dismiss
17 this case.
18 MS. DINE: And all I am saying is if what you are
19 saying to the abuse claimants is here is your choice, that
20 if you do not accept this plan, you may face dismissal of
21 the case, that the information about what the recovery may
22 be from those third parties in the event of dismissal is
23 more important as a disclosure issue than say Boy Scouts.
24 That was really the point.
25 THE COURT: So they've now disclosed the assets.

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1 Are you saying the liquidation analysis should include one
2 or several sentences that explain in the event of dismissal
3 of the case, upon liquidation this is, you know, what you
4 may recover and you still have your claims against the
5 parishes. Their information has now been disclosed in
6 exhibit-so-and-so. Does that resolve -- go ahead, Mr.
7 Stang.
8 MR. STANG: James Stang for the Committee. I
9 think we pointed this out at the last hearing. While they
10 have indicated how much of their cash is restricted, they
11 have not indicated how much of their investments, or I think
12 there's a category in the chart of other assets
13 unrestricted, nor have they said in the real estate chart,
14 while they have indicated the use, whether they think those
15 assets are restricted by donative intent or through some
16 religious freedom defense. And so it is true that they have
17 made disclosures regarding their financial condition.
18 When it comes to the ability to execute on a
19 judgement, there are still deficiencies that we pointed out
20 previously.
21 THE COURT: So add a sentence that yes, they
22 disclosed and we add a sentence that parishes have disclosed
23 aggregate assets of X. You know, it may be delaying.
24 People can see which parish has which assets. But put the
25 caveat that you've just given.

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1 So I guess where I come out, I agree that the
2 liquidation analysis needs to be supplemented to address the
3 concerns that you and Ms. Dine have raised. I'm probably
4 not prepared to go quite as far as you want. But I do think
5 -- I mean, I've gone through all of your objections and I've
6 tried to pick up the ones that, yes, I agree there needs to
7 be changes for. Okay? So could you try and work out the --
8 this case is not going to rise or fall on this language.
9 That's just -- okay?

10 MS. BALL: We are committed to do so, Your Honor.

11 THE COURT: All right. Let me flip back. I've
12 got a long memo. I think between what you covered and what
13 I've raised since I think -- and what I'm going to propose
14 is -- there are some pro se parties who have asked to be
15 heard. And I'll hear them now. Because we're going to take
16 a lunch break and come back and I'm going to hear Mr. Stang.
17 But if any of the pro se parties want to be heard now, I
18 want to hear them. Okay? Because I was told that there
19 were several who were coming today who did want to be heard.
20 And I don't know whether they're on Zoom or in the
21 courtroom. But if there's anybody other than the lawyers
22 sitting at the front table who wants to be heard, I want to
23 hear you.

24 So let me ask first in the courtroom, is there
25 anybody in the courtroom who wants to be heard? No.

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1 Is there anybody on Zoom who wishes to be heard
2 about the disclosure statement?

3 Deanna -- and there is a hand raise function on
4 Zoom. I can't see it in the courtroom, but my courtroom
5 deputy does see it. So if anybody wishes to be heard,
6 either unmute and speak or do the hand raise function and my
7 courtroom deputy will see it and she'll alert me to it.
8 It's important, very important to me that I hear from
9 anybody who wants to be heard with respect to what's
10 happening in this case and whether a disclosure statement is
11 ultimately approved.

12 Deanna, is anybody raising a hand?

13 CLERK: I do not see any raised hands, Judge.

14 THE COURT: Okay. And just one more time, is
15 there anybody in the courtroom who I've not hear from yet
16 who wants to be heard? All right.

17 So it's 12:36. Tell me how long you want for
18 lunch, Mr. Stang. You're up next. You and Ms. Dine, or
19 I'll let you tag-team.

20 MR. STANG: 1:30, Your Honor?

21 THE COURT: Okay. Is that all right? We'll
22 resume at 1:30. Look, I basically have said I'm not ruling
23 today. There needs to be further work done on the
24 disclosure statement. I wish you would all come to your
25 senses. Mr. Zipes?

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1 MR. ZIPES: Your Honor, I don't want to add to
2 this, the time here. But we have one specific issue that we
3 did want to raise as well.

4 THE COURT: Go ahead. What is it?

5 MR. ZIPES: And we could wait until the end or --

6 THE COURT: Please, go ahead and do it now.

7 MR. ZIPES: Your Honor, I think our one issue that
8 has not been specifically addressed by the Debtor or the
9 Committee is Judge Mastando's decision in Luftig and
10 specifically his finding that he couldn't have a final
11 ruling on Purdue-type issues and --

12 THE COURT: On what?

13 MR. ZIPES: On Purdue-type issues and that he
14 could only issue findings of fact and conclusions of law for
15 the district court as a risk factor that could delay the
16 confirmation of the plan. And we think it's important to --

17 THE COURT: I think you can come up with some
18 language that's not going to be disputed. Thank you, Mr.
19 Zipes. It is a risk factor. All right.

20 We'll come back at 1:30.

21 MR. ZIPES: Your Honor, can I just -- I'm sorry,
22 on a scheduling matter. I have something at 2:00 and I'm
23 going to get coverage for that. But I think that --

24 THE COURT: I have something at 2:00 as well, but.

25 MR. ZIPES: But I do believe that we made almost

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1 all our points, Your Honor, just for the Court's reference.

2 THE COURT: All right. You know, I'll make some
3 last comments. And I may be totally wrong about what's
4 going to happen here. I just envision in my mind -- I'm
5 going to approve the disclosure statement. You've got to
6 rewrite the solicitation. It's just not plain English. I'm
7 going to approve it. It's going to go out for a vote. Mr.
8 Stang and Ms. Ball are going to get serious about
9 negotiations. And one of the things you objected to was
10 whether the Debtor alone could move the dates out. You
11 know, want them to consult. But this has happened -- I
12 haven't had a case as difficult as this one, but I think
13 cases where yeah, you know, it happened in Celsius. A
14 disclosure statement gets approved and goes out for votes
15 and they finally get serious about working out some issues.
16 And as long as there are no adverse effects on creditors --
17 I'm not assuming that would be the ruling here, but when a
18 plan has been changed and there's no adverse effect on
19 creditors, there's a lot of caselaw that says you don't have
20 to resolicit.

21 But I just -- you know, is this what it's going to
22 take to get you to really resolve this? Don't answer me.
23 I'll see you at 1:30.

24 (Recess)

25 THE COURT: All right, please be seated. I think

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1 I briefly indicated that I had a 2:00 hearing. I pushed it
2 to 3:30. So before I turn to the Committee's counsel, is
3 there any other counsel who wishes to be heard. Either
4 insurer's counsel or -- come on up, please.
5 MR. ROTEN: Good afternoon, Your Honor. I am
6 Russell Roten.
7 THE COURT: Can you tell me your last name again?
8 MR. ROTEN: Roten, R-o-t-e-n. I'm at Duane
9 Morris. And our firm represents the London market insurers
10 and Cathy Sugayan of Clyde & Co. is on the phone. She is
11 insurance counsel.
12 MR. ROTEN: Your Honor, it's two subjects I'm
13 going to talk about.
14 THE COURT: Yeah, go ahead.
15 MR. ROTEN: One is the letter that the Committee
16 wishes to have attached to the solicitation.
17 THE COURT: Yes.
18 MR. ROTEN: Ms. Sugayan and Mr. Stang negotiated
19 some revised wording to that.
20 THE COURT: I was going to require that. It
21 wasn't -- you know, did you work it out? Have you worked
22 out language?
23 MR. ROTEN: Yes.
24 THE COURT: And you shared it with the Debtor as
25 well?

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1 MR. ROTEN: No, we just did it.
2 THE COURT: Okay.
3 MR. STANG: Yes, Your Honor, I gave Ms. Ball a
4 copy before the hearing started.
5 THE COURT: Okay. Ms. Ball, is the revised
6 language satisfactory to the debtors?
7 MS. BALL: If I could just confirm with insurance
8 counsel, but I suspect the answer is yes.
9 MS. SUGAYAN: Your Honor, this is Cathy Sugayan
10 from Clyde & Co. I also circulated an email to Ms. Ball,
11 Ms. Kramer, and Mr. Stang with the language that I believe
12 we've agreed to.
13 THE COURT: Is this the same?
14 MR. STANG: I haven't seen that email. I
15 handwrote out, gave it to Ms. Ball. I handwrote it out and
16 gave it to Mr. Roten. Ms. Sugayan and I read it to each
17 other twice on the phone.
18 MR. ROTEN: Your Honor, if there's some slight
19 wording difference, I'm sure we can figure it out.
20 THE COURT: It sounds like this is going to get
21 worked out. Ms. Ball is raising her thumbs up. Her
22 insurance counsel is -- I'm sure it's going to get
23 satisfactory. The disclosure statement is not being
24 approved today. There's going to be a further blackline
25 done. The committee's letter has got to be revised. This

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1 will get done. Okay? Work out agreeable language and just
2 confirm that whatever is submitted to the Court has been
3 agreed to. Okay?
4 MR. ROTEN: Your Honor, we have a number of
5 objections to the disclosure statement, but we were able to
6 resolve almost all of those consensually with the debtor.
7 And we appreciate the debtor working with us on that.
8 But there are two objections that we made that I
9 haven't heard the Court discuss already, and I want to just
10 go through those briefly.
11 The first one, Your Honor, has to do with the
12 rights under the insurance policies that are -- that cover
13 the related parties, the non-debtors. Those insurance
14 rights are not property of the estate.
15 THE COURT: No, that's wrong. The policies are
16 property of the estate. You are incorrect.
17 MR. ROTEN: Okay.
18 THE COURT: It may be that proceeds of policies
19 are shared, but the policies are property of the estate.
20 MR. ROTEN: Your Honor, we had a ruling in Camden
21 to the contrary.
22 THE COURT: That's nice, but you don't have a
23 ruling here.
24 MR. ROTEN: No, I understand. I'm just trying to
25 make that point that that's our objection. Okay?

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1 THE COURT: Okay, overruled.
2 MR. ROTEN: Okay. And the second one, we have a -
3 - there's a couple of related problems.
4 THE COURT: Please mute your microphone if you're
5 on Zoom, please.
6 Go ahead, Mr. Roten.
7 MR. ROTEN: Your Honor, the description of the
8 assignment process doesn't describe the assignment of the
9 obligations under the insurance policies. The main one
10 we're concerned with is the duty to defend. But there are a
11 number of obligations that the Debtor had under the
12 insurance policies. These are not typical liability
13 policies; they are indemnity policies where the debtors are
14 self-insured. And the plan doesn't and the disclosure
15 statement doesn't describe how those obligations are going
16 to be performed after the assignment. So we don't know who
17 is going to be obligated under the policies to do what. And
18 of course that's a problem for us.
19 THE COURT: May I ask this? There's a lot of
20 state court litigation before Judge Steinman --
21 MR. ROTEN: There is.
22 THE COURT: Let me finish my question. Have the
23 LMI carriers agreed to defend and are they providing a
24 defense in any of the actions?
25 MR. ROTEN: They don't the duty to defend, Your

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1 Honor.

2 THE COURT: Well, then what are you asking me

3 about then? You just said they don't have a duty to defend.

4 MR. ROTEN: No, I'm saying the question is who

5 defends. It's not LMI, now it's the diocese.

6 THE COURT: Well, it's not your problem, is it?

7 MR. ROTEN: It is our problem.

8 THE COURT: Why is it your problem? You say you

9 don't have a duty to defend. Somebody has got to defend the

10 cases.

11 MR. ROTEN: Yes. And they have a duty to

12 cooperate with us to use a claims administration, and they

13 have to work --

14 THE COURT: Well, I'm sure that if the cases go

15 back to litigation, somebody will defend. And if they want

16 insurance coverage, they have a duty to cooperate.

17 MR. ROTEN: We're trying to find out who that is,

18 Your Honor.

19 THE COURT: Well, maybe they don't know who it is

20 yet.

21 MR. ROTEN: Well, if the plan --

22 THE COURT: Tell me this. Is there something that

23 says they have to notify you today who will defend the

24 actions?

25 MR. ROTEN: No.

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1 THE COURT: Okay. So when the time comes, you'll

2 be notified.

3 MR. ROTEN: Well, we're objecting to the

4 disclosure statement on the grounds that it doesn't contain

5 that information, which we think is important.

6 THE COURT: Well, you just said -- do they have to

7 tell you today who is defending?

8 MR. ROTEN: No.

9 THE COURT: Then I don't understand your

10 objection. There's no duty on anybody's part to tell you

11 who is defending the actions at this stage. And if and when

12 someone is defending the actions, they'll tell you.

13 MR. ROTEN: Yes, Your Honor. But before that

14 happens, we need to know who it is so that we can work with

15 them on --

16 THE COURT: Well, when the time comes, they'll let

17 you know. Because nobody is going to want to blow the

18 insurance coverage.

19 MR. ROTEN: I understand.

20 THE COURT: And, Ms. Ball, am I missing something

21 here? Or you have insurance counsel here? I don't know who

22 wants --

23 MS. BALL: I think you have it right, Your Honor.

24 THE COURT: Your rights are not affected. Your

25 objection is overruled.

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1 MR. ROTEN: Also, Your Honor, the wording is so

2 vague that we can't tell --

3 THE COURT: Which wording?

4 MR. ROTEN: The wording about the assignment.

5 THE COURT: Point specifically to the wording that

6 you're objecting to. Do you have it in front of you?

7 MR. ROTEN: No, I don't. It's the assignment.

8 THE COURT: Well, if you have an objection to

9 language, you have to give me the language.

10 MR. ROTEN: Well, I'm trying to give the Court the

11 concept.

12 THE COURT: No, I don't want the concept. I want

13 the language, just the way I ask others to point

14 specifically to the language in various documents. Concept

15 doesn't do anything for me. Language does. If you have an

16 objection to the language, I will consider it. When you

17 find it, you'll tell me where it is and I will open it up

18 and look at it.

19 MR. ROTEN: Yes. I don't have it with me, Your

20 Honor.

21 THE COURT: Well then your objection is overruled.

22 You don't have any language you're objecting to. If you

23 come to my court and you have an objection to something, you

24 have to point specifically to what you're objecting to, not

25 a concept, but language. Just the way I've gone through and

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1 required the Debtor or the Committee to provide different

2 language, you can't come up and tell me you object to a

3 concept but can't point to the language.

4 MR. ROTEN: Well, we did in our brief, Your Honor.

5 THE COURT: Well, then look at your -- do you have

6 your brief on your computer?

7 MR. ROTEN: No, Judge.

8 THE COURT: No.

9 MR. ROTEN: So we'll just stand on our brief then.

10 THE COURT: Well, no. Your objection is

11 overruled. This is the argument. This is the time. Okay?

12 If you have an objection to specific language in the

13 disclosure statement or in the -- the plan is premature. If

14 you have objection to specific language in the disclosure

15 statement, this is the disclosure statement hearing, this is

16 the time you're required to specifically make your

17 objection. Not a concept.

18 MR. ROTEN: Let me see if I can find it, Your

19 Honor.

20 THE COURT: Somebody wants to help you. Tell me

21 what it is you're looking at.

22 MR. ROTEN: This is --

23 MS. BALL: It's your objection.

24 THE COURT: I need to know what the language in

25 the disclosure statement is that you're objecting to.

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1 MR. ROTEN: It's on Page 40 through 41.
2 THE COURT: Of the most recent?
3 MR. ROTEN: Yes.
4 THE COURT: Okay. Bear with me. Okay?
5 MR. ROTEN: At least I believe it's the most
6 recent. Yeah, we don't have the latest version.
7 THE COURT: I didn't hear that.
8 MR. ROTEN: We don't have the recent one here.
9 This is a prior draft.
10 THE COURT: Well, I just happen to have it here.
11 Page what?
12 MR. ROTEN: 40 through 41.
13 THE COURT: What's the ECF document that you're
14 looking at?
15 MR. ROTEN: Bear with me for a moment, Your Honor.
16 THE COURT: Please don't mumble. You have to
17 articulate out loud so I have a clear record.
18 MR. ROTEN: I'm sorry.
19 THE COURT: When you speak, you have to speak
20 clearly. Because there is a transcript that can be
21 prepared. So you can't mumble.
22 MR. ROTEN: Your Honor, I can't find it. So
23 that's all I have.
24 THE COURT: Well, if you can't find it, if there's
25 language you want me to look at and you can't find it, your

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1 objection is overruled. I'm giving you a chance to make
2 your objection.
3 MR. ROTEN: I understand. I can't find that
4 wording. That's my response.
5 THE COURT: Does anybody else know what he's
6 talking about?
7 MR. ZIPES: Your Honor, I believe it's now on Page
8 42 is what he's referring to. On Page 42 rather than 41.
9 THE COURT: Of the current disclosure statement?
10 MR. ZIPES: Under the new -- but, Your Honor, I'm
11 sorry, I'm just flying off the cuff as well. So I apologize
12 if I'm not right about that.
13 MR. ROTEN: No, Your Honor, that's not the wording
14 I'm looking for. Okay? So I understand the Court's ruling.
15 THE COURT: Okay. I want a clear record of this.
16 I am giving you a chance to show me the language in the
17 disclosure statement as to which you are objecting. You
18 have not been able to do so. Am I correct so far?
19 MR. ROTEN: Yes. I don't have the wording.
20 THE COURT: Okay. And the objection is overruled.
21 Okay.
22 Anybody else wish to speak?
23 MR. ROTEN: Your Honor, I might be able to find it
24 if you can just --
25 THE COURT: Well, find it now. Now is the time.

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1 You know, we've been at it since 10:00 this morning.
2 Anybody on the Debtor's team able to help? I
3 would much prefer to rule on the merits rather than because
4 of counsel's inability. Ms. Ball wants to help you, Mr.
5 Roten.
6 Ms. Ball, tell me where we are.
7 MR. ROTEN: Page 34.
8 THE COURT: Of the current disclosure statement?
9 MR. ROTEN: Third modified --
10 THE COURT: Hold -- hold.
11 MS. BALL: And the fourth is roughly the same,
12 Your Honor. Just a minute. Blackline Number 4, Your Honor.
13 It's on Page 36, which is 157 of 255. 167, sorry, of 255.
14 And that's Docket Number 2885.
15 THE COURT: Okay, just a second. All right. I am
16 in ECF 2885, Page 167 of 255.
17 MR. ROTEN: Is that --
18 MS. BALL: That's the same --
19 MR. ROTEN: Is that Section 10? Insurance
20 assignment and other insurance policies, Your Honor?
21 THE COURT: Yes.
22 MS. BALL: Yes.
23 THE COURT: What's your objection.
24 MR. ROTEN: Yes. Under this insurance assignment
25 and other insurance policies, there is no description of who

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1 the assignee is. So there is a statement that the insurance
2 rights as made to the trust. That's in Section A. It's
3 made to the trust free and clear of all claims and so forth.
4 So assuming that the wording that we consider to be vague is
5 resolved.
6 THE COURT: Which is the words that you consider
7 to be vague?
8 MR. ROTEN: The entire description doesn't say who
9 the assignee is.
10 THE COURT: I'm looking at the paragraph on
11 insurance assignment and other policies. It's Paragraph 10.
12 MR. ROTEN: Yes.
13 THE COURT: And there are subparagraphs A through
14 H. And is there a particular -- and it continues on for
15 several pages after that.
16 MR. ROTEN: Yes, that's right.
17 THE COURT: And is there a particular place that
18 you think the language in the disclosure statement is
19 deficient?
20 MR. ROTEN: Yes.
21 THE COURT: Where?
22 MR. ROTEN: In C and D. It says the trust is
23 responsible for satisfying premiums, deductibles, self-
24 insured retentions, and fronting obligations.
25 THE COURT: Hold on. Let me read it. So in 10C,

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1 it says the Arrowood Settlement Trust and the General
2 Settlement Trust shall be solely responsible for satisfying
3 to the extent required under applicable law any premiums,
4 deductibles, self-insured retentions, and fronting
5 obligations arising in any way out of any and all abuse
6 claims.
7 What's ambiguous about that? It says specifically
8 that the two trusts are solely responsible. What is not
9 clear about that?
10 MR. ROTEN: Well, you need to read D as well.
11 THE COURT: Well, for what -- are you satisfied
12 with C?
13 MR. ROTEN: All I'm trying to tell the Court is
14 that there are a number of obligations under the insurance
15 policies and this only deals with a limited number --
16 THE COURT: Okay, just answer my question now. Do
17 you have any objection to Paragraph 10C? Yes or no?
18 MR. ROTEN: As far as it goes, no.
19 THE COURT: You know, are you having trouble
20 understanding what I'm saying? Please tell me what is the
21 deficiency in Paragraph 10C that you are objecting to? What
22 should Paragraph 10C say that it doesn't say?
23 MR. ROTEN: It should say what all the contractual
24 obligations are and what happens to them. It only picks a
25 select few. That's the deficiency.

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1 THE COURT: What contractual obligations do you
2 believe must be specifically addressed in the disclosure
3 statement?
4 MR. ROTEN: The duty to defend cases.
5 THE COURT: What else?
6 MR. ROTEN: The duty to use a claims
7 administrator.
8 THE COURT: I'm sorry, say that again?
9 MR. ROTEN: Sorry. The duty to use a claims
10 administrator.
11 THE COURT: Yes. Anything else?
12 MR. ROTEN: The duty to cooperate with the
13 insurers in the litigation and settlement of cases.
14 THE COURT: Anything else?
15 MR. ROTEN: Give me a second. The duty to produce
16 books and records for examination.
17 THE COURT: Anything else?
18 MR. ROTEN: Duty to pay the self-insured
19 retentions.
20 THE COURT: That's specifically in here. Look at
21 the language. Look at the language. Look at 10C.
22 MR. ROTEN: Oh, I see that. Thank you.
23 THE COURT: "To the extent required under
24 applicable law, any premiums, deductibles, self-insured
25 retentions, and fronting obligations."

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1 MR. ROTEN: I see that.
2 THE COURT: What else?
3 MR. ROTEN: That's all I can think of right now.
4 THE COURT: Did you have an objection to 10D?
5 MR. ROTEN: No. That covers notice. And that was
6 --
7 THE COURT: You don't have an objection to 10D?
8 MR. ROTEN: No.
9 THE COURT: So the only paragraph that you have an
10 objection to is 10C.
11 MR. ROTEN: C and D name specific obligations that
12 are assigned --
13 THE COURT: Stop. Do you have any objections to
14 what's in 10D? Yes or no?
15 MR. ROTEN: No.
16 THE COURT: All right. So 10C is the only
17 paragraph as to which you have an objection. Is that
18 correct?
19 MR. ROTEN: As to obligations, yes.
20 THE COURT: Do you have objection -- look. Tell
21 me all of your objections. I can't rule on them if you just
22 say, and other things.
23 MR. ROTEN: That's it. I'm just talking about
24 obligations being assigned.
25 THE COURT: Are there any -- tell me specifically

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1 -- you've given me a list of four things. Duty to defend,
2 duty to use claim administrator, duty to cooperate in
3 litigation and settlement of case, duty to produce books and
4 records for examination. Is there anything else?
5 MR. ROTEN: I can't think of anything else.
6 THE COURT: I want to be sure you've got all of
7 your objections on the record.
8 MR. ROTEN: Well, may I ask Ms. Sugayan if I
9 missed anything? She is on the phone.
10 THE COURT: Yes. Go ahead and ask.
11 MR. ROTEN: Ms. Sugayan, do you have any
12 additional obligations you'd like to have on the record?
13 THE COURT: You're on mute.
14 MS. SUGAYAN: Sorry about that. The only thing I
15 didn't hear you say was the right to associate.
16 THE COURT: Right to associate what?
17 MS. SUGAYAN: In the defense.
18 THE COURT: Okay. And either or both of you now
19 told me all of the things as to which you are objecting to
20 in the disclosure statement.
21 MR. ROTEN: I believe so.
22 THE COURT: Ms. Sugayan, is there anything else?
23 MS. SUGAYAN: Well, the Debtor is not to make
24 false or fraudulent claims.
25 THE COURT: That needs to be in the disclosure

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1 statement?

2 MS. SUGAYAN: No, I was just reading what was in

3 the brief. I think just the right to associate is all I

4 would add, Your Honor. Thank you.

5 THE COURT: Thank you. All right. Ms. Ball or

6 one of your colleagues wish to respond?

7 MR. ROSENBLUM: Your Honor, Benjamin Rosenblum

8 from Jones Day on behalf of the Debtor.

9 Your Honor, the documents say what they say and

10 LMI is not voting on the plan. So as a disclosure --

11 THE COURT: Sorry, I'm having a little hearing

12 you.

13 MR. ROSENBLUM: I'm sorry, Your Honor. I'll speak

14 up. The documents say what they say, and LMI is not voting

15 on the plan. So as a disclosure matter, we put an objection

16 in as to their standing to complain about disclosures.

17 Notwithstanding that, a very nice page on 2885, it's Page 36

18 carrying over into 37, has a long list of LMI contentions

19 that we included at their request, which you will see

20 largely mirror what Mr. Roten went through. And then to the

21 extent that there's any lack of clarity, obviously the

22 insurers have taken the position that the insurance policies

23 are executory contracts. We dispute that. And to the

24 extent there are obligations, there's no mystery as to who

25 those obligations would attach to.

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1 THE COURT: May I ask did you include in the

2 disclosure statement the LMI contention that the insurance

3 contracts are executory contracts?

4 MR. ROSENBLUM: Yes, Your Honor. I believe it's

5 in the pages I just referenced. Sorry, Your Honor. It's in

6 the blackline on 187, 255.

7 THE COURT: 187 of 255?

8 MR. ROSENBLUM: That was 187 of 255. It's Page 56

9 of the disclosure statement. LMI Interstate Associate

10 International and Lexington Insurance Company contend that

11 their policies are executory and that the trusts --

12 THE COURT: And that the Debtor must assume the

13 policies. And it goes on from there. All right.

14 Mr. Roten, do you see that language?

15 MR. ROTEN: Yes. The executory contract is one of

16 the issues we had resolved before today.

17 THE COURT: Well, then why is Ms. Sugayan raising

18 the issue about the executory contracts if it's been

19 resolved? I want to know what are the open issues.

20 MR. ROTEN: I only have one more comment, Your

21 Honor.

22 THE COURT: Go ahead.

23 MR. ROTEN: The -- because of the sections that I

24 just went through, and we talked about those sections that

25 are unclear, there is nowhere in that Section 10 that

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1 specifies, as I say it, who is going to perform the

2 contracts. However, it does say contractual rights,

3 insurance rights are assigned to the two different trusts.

4 So one can infer from that that at least something is going

5 to be assigned to the two trusts.

6 So what will happen is you have a situation where

7 the trustee, if the trustee is the assignee, will have

8 contractual duties to LMI that they have to perform in order

9 to keep the insurance in effect, including --

10 THE COURT: The one thing I can be certain of is

11 you will raise every objection you possibly can to providing

12 coverage. This is a disclosure statement. At the time of

13 confirmation, I am sure there will be appropriate agreements

14 and you will complain loudly or argue that it results in a

15 loss of coverage. This is a disclosure statement to

16 creditors. Mr. Roten, come back up.

17 MR. ROTEN: I'm trying to make the objection, Your

18 Honor, but you've cut me off --

19 THE COURT: You made your objection already.

20 MR. ROTEN: I haven't made this objection.

21 THE COURT: They why did you sit down if you

22 hadn't -- I asked you did you have any other objections and

23 you gave me and I wrote down a list of them. You only get

24 to speak once. Tell me -- I want -- you're standing there.

25 Tell me every objection you have. And if you leave anything

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1 out, it's too bad. Okay? Are there anything in addition to

2 what I've already written down?

3 MR. ROTEN: Yes. I was trying to do my last

4 point.

5 THE COURT: Hurry up.

6 MR. ROTEN: So if the trustee has contractual

7 obligations to the insurers, then the trustee has to defend

8 and oppose the claim. On the other hand, if the trustee is

9 a fiduciary to the claimant, the trustee has to try to

10 recover as much as possible on behalf of the claimant. So

11 the disclosure statement doesn't say anywhere that there is

12 this conflict that the trustee is faced with between its

13 contractual duties to the insurers and its fiduciary

14 obligations to the claimants.

15 And if I were a claimant, I would certainly want

16 to know that the guy representing me has contractual

17 obligations to oppose my claim. That's the disclosure

18 statement objection. That's in our papers.

19 THE COURT: Are you now finished?

20 MR. ROTEN: Yeah.

21 THE COURT: Then sit down.

22 Mr. Rosenblum, are you going to respond or is

23 someone else going to respond?

24 MR. ROSENBLUM: I'll respond to that. Your Honor,

25 Ben Rosenblum from Jones Day for the Debtor.

<p style="text-align: right;">Page 138</p> <p>1 I just want to seize on Mr. Roten's last words. 2 He said if I were a claimant. He is not. He can't -- we 3 have this cited in our briefs, but he can't complain about 4 other people's rights. He doesn't have standing to do that. 5 With respect to the particular objections, we've 6 included all the contentions that they want about threats 7 regarding coverage. And there's no mystery as to what is 8 being assigned to the trust. 9 I'm sorry, Your Honor, with respect to his 10 argument that there is an irreconcilable conflict because 11 the trustee has a fiduciary duty to claimants to maximize 12 insurance value and also defends the claim. One, it's a 13 confirmation objection if anything. Two, it's exactly the 14 same position that the estate is in now. So under Mr. 15 Roten's argument, all insurance coverage would be 16 eviscerated upon a bankruptcy filing, which is not the law. 17 And then finally this is a regular course in mass 18 tort cases. And coming from long-ago asbestos cases, 19 insurance rights get assigned to trusts that are required to 20 divvy out the insurance proceeds and other assets to 21 claimants all the time. So there's no irreconcilable 22 conflict. Thank you, Your Honor. 23 THE COURT: Mr. Rosenblum, let me ask. If the 24 plan is confirmed and the policy is assigned, who will have 25 the duty to defend?</p>	<p style="text-align: right;">Page 140</p> <p>1 documents that deal with insurance? 2 MR. ROSENBLUM: Your Honor, the trust document are 3 at 2857. 4 THE COURT: I'm not sure -- read me the language 5 that you are relying on there with respect to it. 6 MR. ROSENBLUM: So, Your Honor, the actual 7 operative assignment language is the assignment language in 8 the plan. And then -- but the trust agreements -- 9 THE COURT: Which is the operative language in the 10 plan? 11 MR. ROSENBLUM: Your Honor, I believe it was the 12 language that Mr. Roten was reading from. In the disclosure 13 statement it's 2885 Page 35. It talks about the insurance 14 assignment. And there's comparable language in the plan. 15 And then the trust documents -- 16 THE COURT: Tell me specifically which language 17 you're relying on? 18 MR. ROSENBLUM: So going to 10A, "The covered 19 parties shall have irrevocably transfer grant and assigned 20 to the (indiscernible) settlement trust and the general 21 settlement trust shall receive and accept any and all 22 insurance rights." 23 And Ms. Ball is pointing out that it's Article 4G 24 of the plan. 25 THE COURT: When the covered parties irrevocably</p>
<p style="text-align: right;">Page 139</p> <p>1 MR. ROSENBLUM: Your Honor, to the extent that 2 there's duties -- and our plan provides for not the policy 3 to be assigned, but the chosen action to assign the 4 proceeds. But to the extent that there are any obligations 5 or conditions to the insurance, it's up to the trust to 6 comply with that. 7 And, Your Honor, I would just add -- and again, 36 8 and 37 of the disclosure statement, we concluded Mr. Roten's 9 contentions. 10 THE COURT: Which pages, 36 and 37? 11 MR. ROSENBLUM: Thirty-six and 37 of 2885. 12 THE COURT: Let me get there. 13 MR. ROSENBLUM: ECF page is 43 of 255. 14 THE COURT: Tell me this. Assuming the plan is 15 confirmed, what further agreements or documentation and 16 between whom will have to be entered into to effect the 17 transfer of rights, privileges, et cetera, under the 18 policies? 19 MR. ROSENBLUM: Your Honor, I mean, the trust 20 documents. I believe that's all that we contemplated at 21 this time. 22 THE COURT: And have those trust documents been 23 drafted already? 24 MR. ROSENBLUM: They have, Your Honor. 25 THE COURT: And where is the language in the trust</p>	<p style="text-align: right;">Page 141</p> <p>1 transfer and grant and assign to the trusts any and all 2 insurance rights, do the trusts assume whatever obligations 3 arise under the policies? 4 MR. ROSENBLUM: To the extent of any obligations 5 or conditions, yes. We're not assigning the policies, but 6 we are assigning the chosen action. And to the extent that 7 they have to comply with it, it is the trust's obligation to 8 the extent they have to comply with cooperation or -- 9 THE COURT: So what I would like then is a 10 sentence added to the disclosure statement that says -- I'm 11 not giving you the exact words, but upon the assignment -- 12 upon the transfer grant and assignment to the trusts, the 13 trust shall have whatever obligations arising 14 (indiscernible). I mean, does that -- I mean, he's 15 complaining, but there's nothing in here that says that the 16 obligations get assigned. 17 MR. ROSENBLUM: Your Honor, that's fine, Your 18 Honor. I would point out that on 37 we included it as a 19 contention. But we're fine to do that. 20 THE COURT: Did you intend something else? I want 21 to be as certain as one can be that if this plan goes 22 effective, that the insurers don't have a defense to 23 coverage because they think there was some language missing. 24 MR. ROSENBLUM: Your Honor, we will include that. 25 THE COURT: Okay. So what I would like you to od</p>

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1 is consult with the Committee's counsel. And I've given you
2 the gist. Those won't be the exact words, but what I hear
3 as the objection is there was nothing that said anybody had
4 these rights to have these duties to defend, use a claim
5 administrator, et cetera. And I won't go through that whole
6 list.
7 Mr. Stang?
8 MR. STANG: Your Honor --
9 THE COURT: Just make sure you're protecting...
10 MR. STANG: I'm going to speak clearly and
11 distinctly.
12 I'm getting lots of texts from our insurance
13 counsel as this is going on. And I'm told, be careful
14 because we may want to argue that the assignment of the
15 rights is different than the assignment of the policies and
16 that whether these duties and obligations come over is
17 something that can still be debated. We can as a disclosure
18 matter say this is what they contend, but we don't want to
19 be in a position by virtue of the language to concede the
20 point.
21 THE COURT: That's fine. Come up with the Debtor
22 with some language to put in that states what their
23 contention is and leaves it open. I don't want to suddenly
24 create a defense that wouldn't be there.
25 MR. STANG: Understood.

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1 THE COURT: And if your legal position is right,
2 that's fine.
3 MR. STANG: Got it.
4 THE COURT: Okay?
5 MR. STANG: Thank you.
6 THE COURT: All right. So you'll confirm with the
7 Debtor about that. All right. Anybody else from -- go
8 ahead, Mr. Rosenblum? Do you want me --
9 MR. ROSENBLUM: No. I was just going to say thank
10 you. We will do that. And I was trying to be careful to
11 say if any each time I say...
12 THE COURT: That's fine. Make sure it has the
13 words "if any". All right.
14 Anybody else wish to be heard? Go ahead, Mr.
15 Stang.
16 MR. STANG: Last call.
17 THE COURT: I won't say that you're going to get
18 the final word, but you'll get your word.
19 MR. STANG: No, no, no. I meant last call for
20 anyone else.
21 And, Your Honor, when I marked this up, I did it
22 on the blackline. And so I would refer to the PDF pages of
23 Document 2885. So the first part of 2885 is the clean --
24 THE COURT: I have those -- I've got the blackline
25 in front of me as well.

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1 MR. STANG: So I'm at Page 132 of 255.
2 THE COURT: Let me turn there. Okay, I am there.
3 MR. STANG: This is one of those global cut and
4 paste changes, Your Honor. This is about how much the
5 Debtor is actually contributing. They say they are
6 contributing \$200 million, 2.5 of which is coming from what
7 they characterize as a rebate of my firm's fees.
8 When I was here last, you teased me a little bit
9 saying, well, so you have that thin of a skin that it's
10 somehow being credited to them. And the answer is it's not
11 a matter of having a thin skin or a thick skin. It's a
12 matter of correct and what is true. They are not -- unless
13 the fees that my firm has received on an interim basis are
14 considered still property of the estate. They are not
15 contributing \$200 million. They are contributing \$197.5
16 million. And it is simply not true when they say at the
17 third bullet point on Page 132 that the cash funding, which
18 is what they say the diocese and the covered parties are
19 putting up, includes the \$2.5 million fee rebate. They are
20 not making that contribution. And I think every time they
21 say 200, it should be changed to 197.5. That's...
22 THE COURT: Let me get a response on that and then
23 I'll turn it back to you.
24 MR. STANG: Okay.
25 MR. ROSENBLUM: Your Honor, Ben Rosenblum from

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1 Jones Day again.
2 So as an initial matter, we put Mr. Stang's
3 contention on Page 7 of the disclosure statement under the
4 Committee's contentions. And we dropped a note that that's
5 their position. It's the Debtor's position that the fee
6 reduction, which is how it's framed in their retention
7 documents, is a discount and that it's discussed in their
8 retention as instead of giving a discount that would go to
9 the estate, we want to make sure that our individual
10 creditors get it. And that's how it's framed.
11 And they did propose language to us -- and it's in
12 their objection -- that this was a voluntary agreement. But
13 it's in lieu of a discount which other professionals are
14 given. And, frankly, it avoids the holdback. And it's --
15 in these cases, they've given discounts. I mean, the
16 Pachulski firm charges a fraction of what it charges in this
17 case in the upstate diocese cases. I'm not saying that
18 that's improper. But it is a discount that would ordinarily
19 go to the estate.
20 THE COURT: And tell me the amount again?
21 MR. ROSENBLUM: It's a ten percent discount --
22 THE COURT: No, but what's the total dollar
23 amount?
24 MR. ROSENBLUM: It's approximately \$2.5 million.
25 THE COURT: Okay. And where in the disclosure

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1 statement does it have that? Which page?
2 MR. STANG: Your Honor, if I might.
3 THE COURT: Yeah.
4 MR. STANG: On the blackline it's on 138 of 255 as
5 Footnote 34.
6 THE COURT: Okay.
7 MR. ROSENBLUM: That's right. And accompanies --
8 THE COURT: Stop. Now I've lost the page. Where
9 does it say the \$200 million again? Give me the page
10 number.
11 MR. STANG: Where does it have the amount, Your
12 Honor? Where does it have the amount?
13 THE COURT: Yeah, the \$200 million.
14 MR. STANG: Oh, it's throughout the document.
15 THE COURT: Yeah, but the first --
16 MR. STANG: Oh, I'm sorry.
17 THE COURT: Where you were referring to. You read
18 me the sentence.
19 MR. STANG: The executive summary, Your Honor.
20 THE COURT: Okay. Just what page?
21 MR. STANG: It's on Page 132 of 255 --
22 THE COURT: Okay.
23 MR. STANG: The first sentence.
24 THE COURT: Stop.
25 MR. STANG: I'm sorry, second sentence.

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1 THE COURT: I'll give you your choice, Mr.
2 Rosenblum. Either put in a parenthetical or a footnote and
3 say the amount includes \$2,500,000 reduction in fees by the
4 Committee's counsel. I'll give you your choice. Put it
5 parentheses right after the \$200 million or just put a
6 footnote and put it at the bottom of the page.
7 MR. ROSENBLUM: That's fine, Your Honor.
8 THE COURT: Which are you going to do?
9 MR. ROSENBLUM: I'm sorry, a parenthetical --
10 THE COURT: A parenthetical or a footnote.
11 MR. ROSENBLUM: We'll drop a footnote, Your Honor.
12 THE COURT: You --
13 MR. ROSENBLUM: We'll drop a footnote, Your Honor.
14 THE COURT: Put a footnote.
15 What's your next objection, Mr. Stang?
16 MR. STANG: Your Honor, on Page 133 of 255, new
17 Footnote 3. "If a claim objection is a litigated claim."
18 Page 133 of 255.
19 THE COURT: Yes.
20 MR. STANG: Third footnote. This is what I don't
21 understand. There are -- my general lack of comprehension
22 is are we talking about matters in front of Judge Steinman?
23 We know there are at least two lawsuits pending before Judge
24 Steinman that are against, I believe it's high schools. And
25 there's been a debate about whether that should have been on

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1 the preliminary injunction release list or not. I can't
2 tell who it is they're talking about here. And if there are
3 specific lawsuits currently pending before Judge Steinman
4 that in effect are now doing to be stayed again because of
5 this footnote, I think they should say who they are.
6 Because I can't quite figure out what they're talking about.
7 THE COURT: I don't understand exactly what you're
8 saying. I'm reading the footnote.
9 MR. STANG: If a claim objection to a litigation
10 abuse claim is pending, the claim objection will be heard
11 before any other litigation proceeds.
12 THE COURT: Will be resolved prior to any
13 litigation proceeding.
14 MR. STANG: Right. So I guess I would like to
15 know is there a specific matter before Judge Steinman that
16 they believe will be stayed pending the resolution of the
17 claim objection. That's what I don't understand. I read
18 the words, but I don't know who they're talking about. And
19 if they're talking about someone in particular, I think they
20 should tell that person.
21 THE COURT: Well, let me find out. What is the
22 meaning of Footnote 3 on Page 133 of 255?
23 MR. ROSENBLUM: Your Honor, so the purpose of that
24 footnote was in response to a committee comment asking about
25 choice of forum. And our procedures do provide that if

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1 there is a pending claim objection, then it gets -- that
2 gets resolved before the state court litigation. That
3 procedure is also -- now, there's never going to be a claim
4 objection where the Diocese is a party to the CVA because we
5 don't have that. But where there is a --
6 THE COURT: When you say you don't have it, I
7 don't know what -- what are you telling me?
8 MR. ROSENBLUM: So...
9 THE COURT: Right now the actions which the
10 Diocese and a covered party are defendants is stayed.
11 MR. ROSENBLUM: Right, right.
12 THE COURT: So I'm struggling to understand what
13 you were telling me.
14 MR. STANG: I'm struggling to understand what
15 they're saying --
16 THE COURT: Wel, let's do one at a time.
17 MR. STANG: Okay.
18 MR. ROSENBLUM: In terms of choice of forum,
19 because the cases before Judge Steinman do not involve the
20 debtor --
21 THE COURT: For now.
22 MR. ROSENBLUM: For now, there is no situation
23 where both the Diocese and the parish are in front of Judge
24 Steinman. So there are parallel -- there is a situation
25 where there's a case in front of Judge Steinman where

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1 there's a covered party and not the diocese and there is a
2 claim objection. And this provides that for litigating
3 abuse claims, the claim objection finishes its course.
4 THE COURT: What?
5 MR. ROSENBLUM: The claim objection has to be
6 resolved first. It doesn't adjudicate the case in front of
7 Judge Steinman --
8 THE COURT: The claim objection can only be with
9 respect to a claim filed in this case.
10 MR. ROSENBLUM: Correct.
11 THE COURT: There may be a motion to dismiss or
12 something with respect to the claim that's against the
13 covered party that's before Judge Steinman. That's not
14 here.
15 MR. ROSENBLUM: Correct.
16 THE COURT: And so what are you saying? If
17 there's a -- there are no outstanding claim objections. I
18 think I've decided everything that's been presented to me.
19 MR. ROSENBLUM: Your Honor, it includes claims
20 that are on appeal.
21 THE COURT: Right. So what you're saying is to
22 the extent there are -- you're not contemplating new claim
23 objections, are you, before me?
24 MR. ROSENBLUM: Your Honor, we have in our
25 solicitation procedures said we have until February 22nd to

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1 bring those on.
2 THE COURT: Well, I'm asking you a question now.
3 MR. ROSENBLUM: Yeah, I was -- I'm sorry, Your
4 Honor. Your Honor, I think there's about a dozen claims
5 that we contemplate objecting to.
6 THE COURT: I guess what you're trying to say is
7 if there's an objection to claim, claim against the diocese,
8 I'll be the one burdened with resolving it.
9 MR. ROSENBLUM: Right. Or the district court or
10 the Second Circuit.
11 THE COURT: In the first instance I'll have to
12 resolve it.
13 MR. ROSENBLUM: That's correct, Your Honor. If
14 you haven't already.
15 THE COURT: And the footnote says what -- that has
16 to be resolved before -- in other words, if the plan is
17 confirmed, I've got to resolve any claim objection against
18 the Diocese before the litigation in the non-bankruptcy
19 forum goes forward.
20 MR. ROSENBLUM: That's correct, Your Honor.
21 THE COURT: What's wrong with that, Mr. Stang?
22 MR. STANG: Well, there's nothing -- well, for
23 today there's nothing wrong with it. I think people who are
24 in that position should know that their state court
25 litigation is going to be stopped if they file --

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1 THE COURT: It sure doesn't take me very long to
2 rule on claim objections.
3 MR. STANG: Well, you're moving along with great
4 speed and alacrity. But I'm just saying that if there are
5 any claims before Judge Steinman that are affected by this
6 footnote, then people should know that.
7 THE COURT: Why would they be affected by this
8 footnote? Judge Steinman can do everything he wants to do
9 with respect to the non-debtor party.
10 MR. STANG: It says, "The claim objection will be
11 resolved prior to any litigation proceeding with respect to
12 such alleged abuse."
13 THE COURT: Okay.
14 MR. STANG: It doesn't say --
15 THE COURT: It shouldn't. I agree with you. It
16 shouldn't. It should say litigation with respect to the
17 Debtor should not proceed until the claim objection is
18 resolved.
19 MR. STANG: That's what I didn't understand, Your
20 Honor.
21 THE COURT: Do you disagree with that? This is
22 all very theoretical because it's...
23 MS. BALL: Your Honor, we're just conferring. And
24 we're back to the slide I showed you where you had
25 litigating abuse claims, the 110. You have claim objections

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1 and some 46 of them also state court actions --
2 THE COURT: Let me ask this --
3 MS. BALL: So that's it. The bankruptcy goes
4 first.
5 THE COURT: If a claim objection -- if an
6 objection to claim against the diocese arises in a -- is
7 pending in a litigation abuse claim, the objection to the
8 claim against the diocese will be resolved in the bankruptcy
9 court.
10 MS. BALL: Ahat would be fine, Your Honor.
11 THE COURT: Is that all right?
12 MS. BALL: That would be fine.
13 MR. STANG: That I can understand.
14 THE COURT: Okay.
15 MS. BALL: That would be fine.
16 MR. STANG: I didn't understand that.
17 MR. ROSENBLUM: We'll clarify that, Your Honor.
18 THE COURT: I don't have the exact words, but we
19 get the -- I think it's clear. Okay? Resolved?
20 MR. STANG: It sounds like it.
21 THE COURT: Okay.
22 MR. STANG: The next issue, Your Honor, is on Page
23 135 of 255. It is -- I don't know what to call these.
24 Diagrams?
25 THE COURT: Yes.

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1 MR. STANG: Okay. In this document there are
2 statements that after you've gotten your minimum payment,
3 there is the opportunity to get more from the trusts. And
4 what they put -- and it's small font for me. When you look
5 at these bubbles, there is a settlement sub fund. For the
6 Class Five forty -- there's a -- six million dollars.
7 THE COURT: \$49,660,100.
8 MR. STANG: There is a suggestion there that
9 that's the amount that the trust can distribute above and
10 beyond the minimum payments. But that's not correct because
11 there are various reserves including all these self-insured
12 retentions that Mr. Roten was talking about, plus other
13 expenses.
14 I would suggest there be a footnote somewhere
15 inside this diagram so that creditors are advised that these
16 numbers that are in the -- maybe all the sub funds -- are
17 subject to trust expenses.
18 THE COURT: Mr. Rosenblum?
19 MS. BALL: That's accurate, Your Honor. So we
20 will adjust that.
21 MR. STANG: Good.
22 THE COURT: You won again. You're on a roll.
23 MR. STANG: I'm doing great, Judge.
24 THE COURT: I think I agreed with virtually all of
25 the objections you've made.

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1 MR. STANG: No, I'm serious. The next one is risk
2 factors. This is Page 137 of 255. And it's building on
3 something that Ms. Ball was saying in connection with the
4 disclosure of the individual parish contributions. And from
5 my notes, which he was telling you, was that they are in
6 process of pulling together contributions from the parishes.
7 And if people find out --
8 THE COURT: They're in the process of getting
9 commitments from the parishes.
10 MR. STANG: Yes. And if the secret sauce recipe
11 is disclosed, maybe some parishes will go, oh, I don't want
12 to pay that much.
13 THE COURT: I think what I heard was the
14 parishioners will be up in arms if they find out that my
15 parish is paying that much money when we have only one sex
16 abuse claim.
17 MR. STANG: I was trying to say it in plain
18 English. But yes, that's exactly what she was saying. They
19 don't have those commitments. They don't --
20 THE COURT: Wait, wait, wait. That ought to be
21 clear. Do you have the commitments, Mr. Ball?
22 MS. BALL: Your Honor, we have sourced each dollar
23 in the 78.1 with a party. We are worried about
24 parishioners, parents of Catholic school children.
25 THE COURT: Let's just --

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1 MS. BALL: But yes, the answer is yes.
2 MR. STANG: I heard the answer to that is no.
3 THE COURT: No. You have the commitments,
4 correct?
5 MS. BALL: We do, Your Honor.
6 MR. STANG: I heard she -- well, if she says they
7 have the commitments from the parishes to fully fund, then
8 I'm done with it. But that's not what I heard. I heard --
9 THE COURT: Let me ask the question.
10 MR. STANG: Fine.
11 THE COURT: Do you have the commitments from the
12 parishes to fully fund the amount that's described in the --
13 MS. BALL: We have the commitments to fully fund
14 the \$78.1 million by and on behalf of parishes.
15 MR. STANG: Thank you.
16 THE COURT: You won another one.
17 MR. STANG: That's not a win or loss. I mean,
18 that's actually -- I don't know where that falls. Okay.
19 Your Honor, Page 142 of 255, which is a discussion
20 regarding the limited exculpations. And particularly it is
21 the next-to-last paragraph of that sort of boxed-in chart.
22 THE COURT: Counsel representing Official
23 Committee members have not filed a disclosure?
24 MR. STANG: Well, no, there's nothing -- but what
25 they say is the Committee professionals are not getting an

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1 exculpation. They do not explain why. The explanation they
2 give is to why the state court counsel are not getting
3 exculpations.
4 So first, they don't explain why any of the
5 Committee professionals are carved out. I think that they
6 should do that.
7 Second, this is a totally gratuitous attack
8 specifically on Mr. Anderson. Because he is the one they
9 are referring to when they talk about the 9019 -- I'm sorry,
10 the 2019 statement in connection with -- I guess is it the -
11 - one of the cases. I think it might be the Syracuse. I'm
12 not sure which one it is. Rochester.
13 It has nothing to do with this case. If they want
14 to ask you to impose some kind of remedy for people who do
15 not file 2019 statements by a date certain, then let them
16 bring that to you and ask for your consideration. This has
17 nothing to do with this case.
18 THE COURT: Does it have anything to do with this
19 case, Ms. Ball, Mr. Rosenblum? One of you.
20 MS. BALL: Your Honor, we submit --
21 MR. ROSENBLUM: Your Honor, the public UCCs filed
22 by Mr. Anderson's firm confirmed that he has leaned up
23 diocesan cases which include this case. And our statement
24 is not that he is doing anything necessarily wrong, but it's
25 our plan and for us to go out and seek exculpation for him

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1 when we don't know what state court counsel are doing and we
2 know that they've leaned up --
3 THE COURT: Take out anything related to any other
4 case. You pick up, in Chapter 11 cases filed by other Roman
5 Catholic diocese where counsel have filed 2019 statements,
6 parties have raised questions concerning -- we're not going
7 into what's happening elsewhere.
8 MR. ROSENBLUM: Okay.
9 THE COURT: So does that take out that whole
10 paragraph? Which language comes out?
11 MR. STANG: The first sentence may be true. I'm
12 not sure it is, but we can check the docket to see if
13 anything was filed, a 2019 statement.
14 MR. ROSENBLUM: No one has filed a 2019 statement.
15 THE COURT: You're saying it's an accurate
16 statement in this case that -- the sentence counsel
17 representing other official -- well, representing official
18 committee members have not filed disclosure statements
19 pursuant to Bankruptcy Rule 2019 in this case. That's an
20 accurate statement?
21 MR. ROSENBLUM: That's an accurate statement.
22 THE COURT: Okay. What about the rest of that
23 paragraph?
24 MR. ROSENBLUM: The last sentence, we're not
25 seeking exculpation for the professionals at this time.

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1 THE COURT: All right. Mr. Stang?
2 MR. STANG: Yes, that's fine, Your Honor.
3 THE COURT: Okay. Let's just -- we've got enough
4 to worry about with this case without opening up to what's
5 going on elsewhere.
6 MR. STANG: Your Honor, Page 144 of 255. The
7 third full paragraph. And it's really a question I've got
8 as opposed to alternative language.
9 THE COURT: Hold on, hold on. 144. I'm there
10 not.
11 MR. STANG: Okay. What this says is that --
12 THE COURT: Which paragraph are you talking about?
13 MR. STANG: Third full paragraph. It's
14 interlineated. It starts, "Litigating abuse claims will
15 receive no distribution until all litigating abuse claims
16 have been fully resolved."
17 My question is are the indirect abuse -- this is
18 what I'm concerned about. I am concerned that the insurance
19 companies have indirect abuse claims. Because if their
20 coverage position is sustained, they may have claims against
21 the Diocese on account --
22 THE COURT: If they pay on a parish, they may have
23 claims against the diocese, is that what --
24 MR. STANG: Well, no. If it's determined they
25 have no coverage exposure at all and they've paid out any

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1 defense costs. That would probably be more -- potentially
2 Arrowood. I don't know if they get attorney's fees if they
3 win their coverage action.
4 I guess my point is this. We all understand now
5 litigating abuse claims in the context of -- or maybe
6 contested abuse claims -- in the context of the Diocese
7 making a challenge to a claim. But this defined term
8 encompasses indirect abuse claims as well.
9 We know there are seven entities that -- those
10 seven that were listed that are indirect abuse claims that I
11 -- I don't know if those -- all indirect abuse claims are
12 litigating abuse claims. They are included in the
13 definition. So we know there are the seven that were
14 listed. And I don't know if the insurance companies are
15 part of the indirect abuse claim terminology as well.
16 And so it's simply that -- you know, to say they
17 have been fully resolved --
18 THE COURT: Is it an accurate statement to say
19 there is a risk that the expenses of litigating and
20 litigating abuse claims either or both settlement trusts may
21 exceed the amount of funds in the applicable sub fund?
22 MR. STANG: Absolutely.
23 THE COURT: That statement is here, right?
24 MR. STANG: Yes. I'm thinking more about the
25 timing than I am about whether there's anything to

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1 distribute. They can't distribute a dollar out of those sub
2 funds until all of the litigation abuse claims have been
3 resolved.
4 THE COURT: So you want it to say litigating abuse
5 claims will receive no distribution from the applicable
6 litigating claim sub fund until all litigating abuse claims,
7 including --
8 MR. STANG: It's a matter about who are we talking
9 about. And if we're talking about the insurance coverage
10 actions as well, that is something that I think survivors
11 should know. Because my first read of this was, oh, well,
12 they're talking about their claims objections.
13 But because litigation of abuse claims includes
14 indirect abuse claims, it would include any counterclaims
15 for contribution that the seven have. And I'm asking does
16 it include claims that the insurance companies might have.
17 That's really my question. Because it's not clear to me
18 whether the insurance companies are indirect abuse
19 claimants. And I think if they are, people should know that
20 given the pendency of the coverage actions.
21 MR. ROSENBLUM: Your Honor, I don't believe any of
22 the insurance companies have filed proofs of claim, but we
23 are -- I think indirect abuse claims would cover them to the
24 extent they had claims. So we can include language.
25 MR. STANG: There are numerous insurance companies

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1 that (indiscernible).
2 THE COURT: Just add the -- work out the
3 additional -- it's another clause I think.
4 MR. ROSENBLUM: We're happy to include them.
5 MR. STANG: Oaky.
6 THE COURT: You won again.
7 MR. STANG: I'm doing great. Let's see. On Page
8 145 of 255, the paragraph above the one that starts,
9 "litigating abuse claims".
10 THE COURT: I'm sorry, it starts...
11 MR. STANG: Okay. So if you go to the bottom,
12 you'll see there is in italicization, "litigating abuse
13 claims".
14 THE COURT: Yes.
15 MR. STANG: Okay. The paragraph above that.
16 THE COURT: Yes.
17 MR. STANG: And it talks about how you can get a
18 point advancement. They should specify --
19 THE COURT: Let me read it to myself first.
20 MR. STANG: Okay. Your Honor, it's a long
21 paragraph.
22 THE COURT: It's not that long.
23 MR. STANG: Okay.
24 THE COURT: Hold on. Okay, go ahead.
25 MR. STANG: To the exclusion of any ecclesial

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1 claimants. Because they've said before that ecclesial
2 claimants can't do this.
3 THE COURT: Add a clause.
4 MR. STANG: Okay.
5 THE COURT: Do you agree, Ms. Ball?
6 MS. BALL: Technically no, Your Honor. But I
7 think --
8 THE COURT: Technically no?
9 MS. BALL: -- common sense would suggest that no
10 one with an ecclesia claim would do it. Because there's no
11 insurance settlement on the horizon from ecclesia, so why do
12 it? We agree on --
13 MR. STANG: There actually would be a reason to do
14 it, but I'm not sure I want to say it public. I can tell
15 Ms. Ball afterwards why we think it should be clear whether
16 ecclesia people can do this or not.
17 THE COURT: Could you work out the language to
18 add? May be unnecessary, but...
19 MR. STANG: Okay. Next, Your Honor, 146 of 255.
20 THE COURT: Hold on.
21 MR. STANG: I'll wait for you to get to the page.
22 THE COURT: Going the wrong way. Okay.
23 MR. STANG: It is under sub-point D as in dog.
24 The second paragraph. And if you would read the first two
25 sentences, please.

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1 THE COURT: Okay.
2 MR. STANG: Starting with "under the plan".
3 THE COURT: Okay.
4 MR. STANG: This to me is a risk factor. And I
5 don't know whether we have gone beyond the material
6 extension. You have said that a mid-March voting deadline
7 is not going to happen. And so they said that they're okay
8 for the \$16 million so long as the plan confirmation
9 timeline is not materially extended.
10 I guess I would like to hear from the Debtor what
11 they think a material extension would be and if we're in a
12 position of having to make a statement in risk factors
13 regarding --
14 THE COURT: Tell me this.
15 MR. STANG: Are you talking to me or --
16 THE COURT: You, Mr. Stang.
17 MR. STANG: Yes, sir.
18 THE COURT: I'm sorry, Mr. Stang.
19 MR. STANG: No, no. I just didn't know who you
20 were pointing to.
21 THE COURT: When somebody reads a transcript, they
22 don't see what's going on. Okay?
23 You think that creditors need more time to be able
24 to digest all this stuff and vote, right?
25 MR. STANG: Yes. We thought that their time

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1 deadline was too short.
2 THE COURT: How much time do you think it should
3 be?
4 MR. STANG: I believe we agreed that --
5 MS. DINE: We had agreed to the March 15th date to
6 try and move -- Your Honor, Karen Dine on behalf of the
7 Committee. We actually have -- to the extent that this is
8 going out for a vote, the Committee and others are getting
9 anxious that it just gets moving. So we had actually on an
10 assumption that if this were approved today it would go out
11 on the 13th had agreed to the March 15th deadline. But I
12 think --
13 THE COURT: It's not getting approved today. I'm
14 not trying to -- let me interrupt you. I want to get this
15 done. I know you're objecting.
16 MR. STANG: But we want votes out, too. We really
17 do.
18 THE COURT: I'm going to get another blackline.
19 There are things that you've got to work out language. The
20 sooner I get it, the sooner I can act. What I would say is
21 if you think on the assumption that it was approved today,
22 March 15th works. Just move March 15th by the number of
23 days before there is an order anywhere.
24 MR. STANG: I guess what I'm really saying to the
25 Debtor and to the Court is they have kind of a floor of an

<p style="text-align: right;">Page 166</p> <p>1 amount of money they have to have, \$16 million, in order to 2 be able to fund their share of the 200. They say but if the 3 timeline is materially extended, we're not sure that the 200 4 is -- our piece of the 200 is going to be there. 5 So I would just like the Debtor to keep in mind 6 that they do have this reservation. And if the ultimate 7 timeline changes, that should be something the disclosure 8 statement should reflect. 9 THE COURT: Ms. Ball? 10 MR. STANG: Just a cautionary statement perhaps. 11 MS. BALL: Your Honor, we'll work on it. 12 THE COURT: Okay. 13 MS. BALL: But we're really thinking it's a 30-day 14 vote and we're hoping to get guidance from you on exactly 15 what you just said about getting you the revised pages and 16 getting the Committee's language. Next week. Love to be in 17 front of you next Friday and submit everything to you 18 Wednesday. 19 THE COURT: Why Friday? 20 MS. BALL: Because I'm assuming the Committee can 21 get us theirs by Monday. We'll get you everybody's by 22 Wednesday. And if you're available Thursday and you're 23 willing to act overnight, that was all. But we'll do it 24 Thursday if that's what you want. 25 THE COURT: Okay. Mr. Zipes, did you want to say</p>	<p style="text-align: right;">Page 168</p> <p>1 it's only one time. Page 135 of 255. Actually, it shows up 2 twice. But it's the caption under "the choice". 3 THE COURT: Hold on. Wait, wait. 4 MR. STANG: I'm sorry. I apologize. It's 135 of 5 255. And this -- 6 THE COURT: Wait one... 7 MR. STANG: Sorry. 8 THE COURT: Just so you're all clear, I'm here 9 Monday through Thursday of next week. I want to get this 10 done. Now I've got -- we will -- it may be early or late in 11 the day. Whatever hearings you need, you'll get. Okay? 12 Let's get it done by Thursday. 13 MS. BALL: Thank you, Your Honor. We will work 14 with the Committee to try to get you something opening 15 business Wednesday, and hopefully a hearing Thursday. 16 THE COURT: Go ahead. 17 MR. STANG: Okay. 18 THE COURT: Come on, Mr. Stang. 19 MR. STANG: No, no, no. It's fine. 135 of 255. 20 The bold letters below the graphs. 21 THE COURT: The choice? 22 MR. STANG: Yes. The choice is not vote for the 23 plan or choose dismissal, it's -- 24 THE COURT: I agree, it's not. 25 MR. STANG: -- vote for the plan or risk</p>
<p style="text-align: right;">Page 167</p> <p>1 something? 2 MR. ZIPES: Your Honor, I don't want to say 3 anything about the timeline. Greg Zipes with the U.S. 4 Trustee's Office. I did have a comment about the ballot. 5 And I'll -- 6 THE COURT: We'll get to the ballot. The ballot 7 needs to be redone. I said that earlier today. Go ahead, 8 Mr. Stang. 9 MR. STANG: Your Honor, I'm almost... 10 THE COURT: I'm interrupting you. Mr. Zipes, have 11 you given the Debtor proposed language changes for the 12 ballot? 13 MR. ZIPES: Your Honor -- 14 THE COURT: I know you objected to the ballot. 15 MR. ZIPES: We objected to it for a specific 16 reason that we think is clear. And to our knowledge, the 17 ballot has not been changed. But I can just raise -- 18 THE COURT: Look. I think we're headed to an 19 approved disclosure statement, soliciting material, ballot, 20 everything. The sooner we get there, the better. Everyone 21 has to cooperate in fine-tuning the language. Reserve all 22 your objections and all of that. 23 Go ahead, Mr. Stang, I'm sorry. 24 MR. STANG: Your Honor, I have one more comment. 25 And I'm sorry, I'm going to ask you to go backwards. But</p>	<p style="text-align: right;">Page 169</p> <p>1 dismissal. 2 MS. BALL: We can do that. 3 MR. STANG: And then that shows up -- and this is 4 my last comment. 5 THE COURT: Go ahead. 6 MR. STANG: 137 of 255 is the second line on that 7 page. It says, "The alternative here, dismissal of this 8 bankruptcy case." It should say in the alternative -- an 9 alternative, the risk of dismissal. 10 MS. BALL: I'm sorry, I don't know where you are, 11 Mr. Stang. Okay, thank you. 12 MR. STANG: It should say an alternative here, the 13 risk of dismissal in this bankruptcy case. 14 THE COURT: Okay. 15 MR. STANG: With that, Your Honor, I'm going to 16 sit down. Ms. Dine may have comments. 17 THE COURT: Ms. Dine, you know, usually I only 18 want to hear one counsel. But let's get everything on the 19 table. 20 MS. DINE: Including the solicitation procedures, 21 Your Honor? 22 THE COURT: Yes. Let's move to the solicitation 23 procedures. You did a wonderful job putting the disclosure 24 statement in plain English. Not so wonderful job with 25 respect to the ballot.</p>

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1 MS. DINE: Your Honor, Karen Dine, Pachulski Stang
2 Ziehl & Jones, on behalf of the Committee.
3 With respect to the solicitation procedures, we
4 did not raise specific comments on the ballot. And
5 certainly to the extent Your Honor has comments -- and we
6 can work with the Debtor on changes to the ballot. We did
7 though want to be included in the process and receive
8 updated reports as the Debtor gets them of the balloting to
9 have at least some consultation or consent rights to the
10 extent that they are extending the voting line or with
11 respect to defective ballots and examining those. And so we
12 had asked for those and been told no. And the other --
13 THE COURT: Am I correct that creditors have the
14 right to change their vote up to the deadline? That's what
15 typically is provided. And my comments earlier, wishful
16 thinking on my part. You're finally going to get serious
17 about negotiating when the package goes out, solicitation
18 and voting. And, you know, it should only happen sooner.
19 But I've seen this, you know, request to extend the voting
20 deadline and then the plan gets tinkered with and votes
21 suddenly change. And I'm sorry if this is down to a game of
22 chicken now. Look, I really do think this is a terrible
23 result for everybody. For the survivors, for the diocese,
24 the parishes. It's a terrible result if this case winds up
25 being dismissed.

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1 I think, you know, survivors who wind up at the
2 end of -- first off, you're going to wind up with parishes
3 in bankruptcy and survivors who wind up at the end of the
4 line. We're going to be adding (indiscernible) them. But
5 you'll all do what you're going to do. But I just -- you
6 know, I said this earlier this morning. I kind of have this
7 feeling this dance is going on. Let's get this step out of
8 the way. And I suddenly envision -- maybe it's not going to
9 happen. I don't know. But there are going to be requests
10 to extend the voting deadline.
11 Ms. Ball, do you object to consulting with the
12 Committee about extending the date, the voting deadline?
13 MS. BALL: Your Honor, extending a date when we're
14 all in the same room, getting notice through yourself, I
15 have no objection. The other consent rights were far more
16 troubling, remembering they will be actively soliciting
17 rejection of the plan.
18 THE COURT: I know they're going to have town hall
19 meetings and...
20 MS. BALL: And that changes votes can be a product
21 of saying counsel in so many cases, I'm big, you're small,
22 how can you do this.
23 So, Your Honor, there's a lot of opportunity for
24 mischief here. But actually I would like to defer these
25 questions to Mr. Rosenblum, who is responsible for the

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1 solicitation.
2 THE COURT: What are you objecting to on
3 consultation with the committee?
4 MR. ROSENBLUM: Your Honor, we can consult with
5 the Committee. But what they asked for were consent rights
6 over everything. And the procedures contemplate that
7 everything is subject to contrary order of the Court. So if
8 they think we're doing something inappropriate, they can get
9 a court order. But for them to be able to unilaterally
10 block things we don't think is appropriate.
11 THE COURT: Well, none of you are going to do this
12 unilaterally, period. If you want to extend the voting
13 deadline, you've got to get mt to say the voting deadline is
14 extended. I just do that in all my -- I don't let the
15 parties -- I don't let the parties do it. I don't require
16 formal motions. I require a letter or a telephone call, we
17 set up a conference call. I don't hold the process up, but
18 I don't give the parties unilateral right to do those
19 important things.
20 MS. BALL: That's fine, Your Honor.
21 MS. DINE: Understood, Your Honor. And just to
22 say one of our concerns -- and I don't know if this goes to
23 Ms. Ball's point -- was just a concern that if defective
24 ballots came in or ballots they viewed as defective came in
25 before the voting deadline, we wanted to be kept abreast of

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1 that. And whether that's working with the Debtor to reach
2 out together to any claimants to try and make sure that they
3 have the full opportunity to vote as -- certainly the
4 ballots are very complicated and --
5 THE COURT: Do you have any objection to that, Ms.
6 Ball? Look, transparency and openness is the only way this
7 case is going to work.
8 MS. BALL: Your Honor, I would remind that it's
9 the voting tabulation agent that declares it defective. So
10 it's not us.
11 THE COURT: But you'll find out for the defective
12 --
13 MS. DINE: And our issue isn't that it may well be
14 defective and they're concerned maybe that we take that as
15 an opportunity and calling somebody to try and get them to
16 correct it, to correct it the way we want. So if there's a
17 way we could at least coordinate that -- what we want to be
18 sure of is that everybody actually gets their chance to
19 vote. And the fact that they, you know, marked two boxes,
20 that they get the chance to go back and mark just the one
21 box, for example.
22 MS. BALL: Your Honor, there has to be a way to
23 deal with our concern and theirs. And so far, we've tried
24 to work on this solicitation and it has been very
25 productive. Can you let us --

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1 THE COURT: Yes.

2 MS. BALL: -- take a shot at how -- sharing this

3 information is not the issue. It's the outreach that

4 concerns us.

5 THE COURT: Okay. I should have raised this point

6 earlier, voting. This doesn't necessarily have to be the

7 final language. Any claimant who also has a CVA lawsuit

8 pending against a covered party shall be entitled to vote on

9 the plan. If the claim against the diocese has been

10 expunged, whether or not the decision is final, the claimant

11 shall have a claim for voting purposes of one dollar.

12 I believe it's improper to remove the right to

13 vote from any claimant who has a CVA action that's pending.

14 MS. BALL: That would be (indiscernible), Your

15 Honor.

16 THE COURT: I'm sorry?

17 MS. BALL: You're referring to the CVA actions

18 against covered party that we propose --

19 THE COURT: Against covered party, yes.

20 MS. BALL: -- could cause insurance to be

21 channeled.

22 THE COURT: It is. Okay. I don't want to get

23 into this issue of, well, you know, appeals are final and

24 their claim against the diocese is expunged, they don't get

25 to vote. What I want to be clear is if they have a claim

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1 against a lawsuit, a CVA lawsuit against a covered party,

2 they get to vote. What's the amount of the other votes? Is

3 everything one dollar?

4 MS. BALL: That's fine, Your Honor.

5 THE COURT: Is everything one dollar?

6 MR. STANG: Yes.

7 THE COURT: That's what I thought. They get the

8 same one dollar. It's not affecting a large number of

9 claims. I just don't want anybody with a CVS lawsuit to

10 feel that they were disenfranchised from voting on the plan.

11 There may be different issues when we get to confirmation.

12 I want to be clear. I'm not citing any confirmation issues.

13 But they shouldn't feel that they were disenfranchised from

14 voting on a plan that affects their rights. Okay.

15 So the only thing that's change from what I can

16 propose is -- if I understood you earlier today, if the

17 expungement is final, they don't get to vote. Am I right

18 about that?

19 MS. BALL: Yes.

20 THE COURT: Okay. So that's the only change I am

21 making. I wrote this language down a little while ago.

22 Find where it goes. And it doesn't have to be working out

23 exactly -- I just want to be sure that anybody with a CVA

24 action against a covered party...

25 MS. BALL: Votes.

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1 THE COURT: Votes.

2 MS. BALL: Understood, Your Honor.

3 THE COURT: Okay. Go ahead. I'm sorry, Ms. Dine,

4 I interrupted you. I wrote it down on a piece of paper and

5 I forgot to raise it.

6 MS. DINE: Thank you, Your Honor. that's very

7 helpful. And I really only had one last item, which may be

8 a little more appropriate to take up when we have a sense of

9 the new schedule. But in terms of the timing of a hearing

10 on the motion to dismiss, the Committee's request would be

11 that after the tabulation of the votes are in, which may

12 then toggle which direction the Debtor decides to go, that

13 there would be at least 14 days for the Committee to respond

14 to any such motion.

15 THE COURT: I will follow my usual practice,

16 asking the Committee and the Debtor to work out a schedule.

17 They can file their motion, but it doesn't necessarily mean

18 it's heard on the 14th day. Okay? If we unfortunately

19 reach that eventuality, you will work out -- I'm not going

20 to drag this out, but I'm going to give you time to respond.

21 It's one thing to file the motion. It's another thing to

22 get the hearing and the ruling. I'm trying to schedule

23 things very promptly and not let things linger.

24 MS. DINE: Understood. And I believe Ms. Ball had

25 mentioned this earlier. Again, our concern is just we don't

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1 think that the parties should be spending time, expending

2 effort. You know, for example, preparing for a plan

3 confirmation hearing or a dismissal hearing until we really

4 know what direction this is going to go.

5 THE COURT: Would you please -- is there any

6 mediation going on again or not?

7 MR. STANG: Nothing scheduled, Your Honor.

8 THE COURT: It seems to me that when I sign the

9 order approving the disclosure statement, it's time to

10 mediate again. Because I think the clock really starts

11 running. There's a voting deadline. And if it doesn't get

12 extended, the votes, that's it. You're shaking your head,

13 Mr. Stang.

14 MR. STANG: Your Honor, I'm not sure that the day

15 after it goes out is the time to start. I think both sides

16 need to see how the voting is coming out. If I get a -- if

17 there's a big block of votes that we had counted as a no

18 that come out as a yes -- because we're constantly thinking

19 about who is going to do what -- then that would make us go,

20 well, there's some risk here. And vice versa.

21 THE COURT: Yeah. You've got to play your cards

22 close to the vest.

23 MR. STANG: Well, we both are, Your Honor.

24 THE COURT: You are. That's right.

25 MR. STANG: I mean, Ms. Ball comes in here time

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1 after time telling you that there are state court counsel
2 just waiting for her return phone call because they want to
3 sign on. But she's never told us how many people are doing
4 that, who they are --
5 THE COURT: Let's leave that out. Okay?
6 MR. STANG: Well, I'm just saying. But both of us
7 are playing it pretty close to the vest.
8 MS. DINE: With that, Your Honor, I think I'll sit
9 down.
10 MR. STANG: Mr. Roten and I are going to go sit
11 next to each other.
12 THE COURT: Mr. Zipes, on the ballot. Let's talk
13 about the ballot.
14 MR. ZIPES: Your Honor --
15 THE COURT: I didn't -- you know, I don't have a
16 copy of it written and marked. I just thought, ugh -- I
17 don't know what a transcript says for this.
18 MR. ZIPES: Your Honor, my comment is just one at
19 this point. And I don't think we need the ballot in front
20 of us. It's reflected in our objection. And, Your Honor,
21 the ballot has a specific box where the attorney can check
22 the ballot on behalf of the survivor.
23 THE COURT: They are agents.
24 MR. ZIPES: As an agent. And, Your Honor, we
25 believe in this case and in other diocese cases we've made

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1 this argument as well, that the survivor, him or herself,
2 should be signing -- this is not a public document, but
3 there should be some acknowledgement that the survivor has
4 actually reviewed everything and understands what's
5 happening given the nature of this case. But we're
6 concerned that the attorneys may have too much control. Too
7 much control might be the wrong word for it.
8 THE COURT: Attorneys have obligations. They
9 represent clients.
10 MR. ZIPES: They do.
11 THE COURT: They have a fiduciary duty to their
12 client. If they do something contrary -- if they don't have
13 authority to do what they did, they could have their ticket
14 pulled at some point. Potentially the risk of it. I
15 just...
16 MR. ZIPES: Your Honor, I understand your point.
17 And in a normal case I would agree with you. In this case,
18 we think there's maybe some language that the attorneys
19 specifically verifies that he or she has gone over --
20 THE COURT: I see everybody rising on this one.
21 Go ahead, Mr. Stang. It's your constituency.
22 MR. STANG: Thank you, Your Honor. Well, their
23 clients are.
24 For the last 20 years I've worked with many of the
25 law firms we're talking about. And I think Mr. Geremia can

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1 attest some of them are working -- is he here -- very, very
2 hard in state court and being very aggressive
3 representatives of their clients. And references to there
4 may be mischief going on, which I think is what Ms. Ball
5 said, and this concern that somehow these lawyers are
6 somehow less ethical or less responsible than any other,
7 frankly is offensive. It just is. These people work very
8 hard --
9 THE COURT: I didn't understand Mr. Zipes to say
10 that.
11 MR. STANG: Says in this case they need
12 verification.
13 THE COURT: I didn't understand Mr. Zipes to say
14 that.
15 MR. STANG: Okay. Well, Ms. Ball did the mischief
16 work. I mean, what is going on here that everyone is taking
17 potshots at these lawyers who are giving a voice to
18 survivors who were silenced for years by the legislature and
19 are now in my opinion trying to be silenced by the Debtor.
20 So I'm just a little tired of having them beaten
21 up on.
22 THE COURT: Stop. I have your point. The lawyers
23 are the agents for their client with respect to the ballot,
24 and I understand the argument you're making, Mr. Zipes, but
25 it's overruled.

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1 MR. STANG: Thank you.
2 THE COURT: But I don't have the ballot in front
3 of me. I just felt it wasn't sufficiently clear for what it
4 is people were voting on and what they had to do.
5 Bear with me a second.
6 MR. ZIPES: Your Honor, if you do want to see the
7 -- if that is the question that you want to see the ballot,
8 it's Docket -- there are several ballots. I'm sorry.
9 MS. BALL: That said, Judge, we are committed to
10 work with the Committee on cleaning up solicitation and the
11 ballot. But if you have guidance that you would like to
12 share, we are all ears.
13 THE COURT: I don't. Work with the Committee in
14 clearing it up.
15 MS. BALL: All right. We will --
16 THE COURT: It's in both your interests that it be
17 as clear as possible.
18 MS. BALL: Totally agree. Totally agree. If
19 there's any guidance, we welcome it. But we will commit to
20 do that.
21 THE COURT: All right. It's been a long day.
22 MS. BALL: Anything...
23 THE COURT: I don't have -- I gave you my issues.
24 MS. BALL: Back to the timeline. Back to the
25 timeline. Is Your Honor available on Thursday afternoon?

1 THE COURT: 3:00.
 2 MS. BALL: Thank you, Your Honor. We will
 3 endeavor to get you something on the day before. And let us
 4 work with the Committee on how we get there.
 5 THE COURT: Okay. So Deanna is listening as well.
 6 Thursday, February 15th, 3:00.
 7 MS. BALL: Thank you, Your Honor.
 8 THE COURT: All right. Anything else anybody has
 9 to raise for today? Okay. We are adjourned.
 10 (Whereupon these proceedings were concluded at
 11 3:13 PM)
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1 CERTIFICATION
 2
 3 I, Sonya Ledanski Hyde, certified that the foregoing
 4 transcript is a true and accurate record of the proceedings.
 5
 6 *Sonya M. Ledanski Hyde*
 7
 8 Sonya Ledanski Hyde
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 25 Date: February 16, 2024

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