

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	Section "A"
ORLEANS,	§	
	§	Chapter 11
Debtor.	§	

NOTICE OF SETTLEMENT TRUSTEE’S MOTION FOR ENTRY OF AN ORDER TO ENFORCE THE TERMS OF CONFIRMATION ORDER OF THE SEVENTH AMENDED MODIFIED JOINT CHAPTER 11 PLAN OF REORGANIZATION APPROVING SETTLEMENT AGREEMENT AND POLICY BUY-BACKS WITH UNITED STATES FIDELITY & GUARANTY AND GRANTING RELATED RELIEF

PLEASE TAKE NOTICE, that on the date hereof, Donald C. Massey, in his capacity as the settlement trustee (the “Settlement Trustee”) of the Settlement Trust (the “Trust”) in the matter of the Roman Catholic Church of the Archdiocese of New Orleans, as debtor and debtor-in-possession and as reorganized pursuant to and under the Joint Plan (the “Debtor”) in this chapter 11 case (the “Chapter 11 Case”) by and through his counsel, filed the *Motion for Entry of an Order to Enforce the Terms of Confirmation Order of the Seventh Amended Modified Joint Chapter 11 Plan of Reorganization Approving Settlement Agreement and Policy Buy-Backs with United States Fidelity & Guaranty Company and Granting Related Relief* (the “Settlement Motion”) with the United States Bankruptcy Court for the Eastern District of Louisiana (the “Court”).¹

PLEASE TAKE FURTHER NOTICE, that pursuant to the Settlement Motion, the Settlement Trustee is seeking entry of an order approving the proposed settlement agreement (the “Settlement Agreement”) with United States Fidelity & Guaranty Company (“USF&G”), pursuant to which USF&G will (i) purchase all rights, title and interests (including Subject Interests) in and to the Travelers Policies and the Related Insurance Claims and Coverage Claims (collectively, the “Purchased Property”) (other than for Preserved Claims with respect to Preserved Coverage relating to claims for Abuse against the Diocese of Houma-Thibodaux SD, as provided in the Settlement Agreement), and/or all or substantially all coverage under such Travelers Policies in exchange for a settlement payment in the aggregate amount of \$75,000,000.00 and (ii) become a Settling Insurer under the confirmed *Seventh Amended Modified Joint Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors, Dated as of December 8, 2025* [ECF 4762] (the “Joint Plan”).

PLEASE TAKE FURTHER NOTICE, that in connection with the Settlement Motion, the Settlement Trustee is seeking approval of the settlement and sale of the Purchased Property, free and clear of all liens, claims, interest, charges and encumbrances. **This “free and clear” sale of the Purchased Property contains certain releases, injunctions, and other protective**

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Settlement Motion.

provisions in favor of USF&G. The sale proposes Injunctions that permanently enjoin all persons who have held or asserted, or may in the future hold or assert, any Claims from taking any action, directly or indirectly, for purposes of asserting, enforcing, or attempting to assert or enforce any Claim against USF&G or the Insurer Released Parties (as defined in the Settlement Agreement) or the property or assets of each (all as defined in the Settlement Agreement). The Settlement Trustee is seeking to fully release any Claims against USF&G or the Insurer Released Parties arising from or related in any way to the Travelers Policies. There are additional provisions in the Settlement Agreement – beyond those set forth in the preceding sentences – which should be reviewed to understand completely the Settlement Agreement and its effect on your rights.

PLEASE TAKE FURTHER NOTICE, that the Settlement Agreement preserves rights of certain parties for Preserved Claims with respect to Preserved Coverage, which relate to claims for Abuse asserted against the Diocese of Houma-Thibodaux SD (i.e. the Diocese of Houma-Thibodaux as it existed on and after June 5, 1977). Specifically, the Settlement Agreement provides that Preserved Claims include those claims for Abuse which have been asserted or in the future may be asserted solely against the Diocese of Houma-Thibodaux SD, for which coverage under the Travelers Policies is preserved, subject to all limits, declarations, terms and conditions of such policies.

PLEASE TAKE FURTHER NOTICE, that Preserved Claims also include claims alleging Abuse asserted in a proof of claim filed in the Bankruptcy Case (such proof of claim filed on or before December 8, 2025) containing allegations of Abuse against the Diocese of Houma-Thibodaux SD or implicating a priest within the Diocese of Houma-Thibodaux SD. **If any such claimant intends to maintain their right to file a claim or lawsuit against the Diocese of Houma-Thibodaux SD and/or USF&G (but solely in its capacity as an insurer of, and only for Abuse allegedly committed by, Houma-Thibodaux SD) under any policy in which the Diocese of Houma-Thibodaux SD is an additional named insured, such claimant shall provide notice of intent to file such claim or lawsuit not later than April 16, 2026 in writing to undersigned counsel to the Settlement Trustee, otherwise such claim shall be waived and extinguished.**

PLEASE TAKE FURTHER NOTICE that a hearing on the Settlement Motion will be held before the Honorable Judge Meredith S. Grabill of the United States Bankruptcy Court for the Eastern District of Louisiana, Section A, on **April 23, 2026, at 10:00 a.m. CT.**

PLEASE TAKE FURTHER NOTICE that, pursuant to General Order 2021-2, parties in interest and their counsel may attend the hearing either **IN PERSON**, in Courtroom B-709, 500 Poydras Street, New Orleans, LA 70130, or **VIA TELEPHONE**. The dial-in information for Section A is 1-504-517-1385; Access Code 129611.

PLEASE TAKE FURTHER NOTICE that if you object to the relief requested in the Settlement Motion, you must file a written objection no later than **April 16, 2026**. You must serve a copy of your response on the person who sent you this notice. Otherwise, the Court may treat the Motion as unopposed and grant the relief requested.

PLEASE TAKE FURTHER NOTICE, that the Settlement Trustee may file supplements to the Settlement Motion not included in the initial filing of the Settlement Motion, as well as any revisions or additions to the Settlement Agreement. Notice of any supplements will be served only upon those parties who have formally appeared in this Chapter 11 Case and requested notice in accordance with Rule 2002 of the Federal Rules of Bankruptcy Procedure.

PLEASE TAKE FURTHER NOTICE, that a copy of the Settlement Motion and any supplements may be obtained from the Clerk’s Office, United States Bankruptcy Court for the Eastern District of Louisiana, via the Court’s electronic case management system at <https://ecf.laeb.uscourts.gov>, by visiting <https://bankruptcy.angeiongroup.com/Clients/rcano/Dockets>, by calling (877) 476-4389, or by written request to undersigned counsel.

PLEASE TAKE FURTHER NOTICE, IF YOU HAVE (1) A CLAIM AGAINST THE SETTLEMENT TRUSTEE OR ARCHDIOCESE (AS APPLICABLE) AS TO WHICH INSURANCE COVERAGE IS OR MAY BE AVAILABLE, (2) AN INTEREST IN ANY OF THE USF&G INSURANCE POLICIES, OR (3) ANY CLAIMS AGAINST USF&G RELATING TO THE FOREGOING, YOUR RIGHTS MAY BE AFFECTED.

Dated: March 16, 2026

Respectfully submitted,

/s/ Andrew W. Caine

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