

So Ordered.

Signed this 25 day of September, 2023.



Robert E. Littlefield, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re

THE ROMAN CATHOLIC DIOCESE OF
ALBANY, NEW YORK,

Debtor.

Chapter 11
Case No. 23-10244

**SECOND AMENDED ORDER ESTABLISHING A DEADLINE FOR FILING PROOFS
OF CLAIM AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

UPON the motion of The Roman Catholic Diocese of Albany, New York (the “Debtor”), for entry of an order (a) establishing a deadline by which proofs of claim against the Debtor’s bankruptcy estate must be filed; (b) approving the proposed forms to be used for filing proofs of claim; (c) approving procedures for maintaining the confidentiality of certain claims; (d) approving the form and manner of notice of the deadline to file proofs of claim; and (e) granting related relief [Docket No. 334] (the “Motion”)¹; and all objections to the Motion having been resolved or

¹ Capitalized terms used herein but not defined shall have the meaning set forth in the Motion.

overruled; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this Chapter 11 Case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that, except as otherwise ordered herein, no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor; and

UPON the Court having entered an *Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Dkt. No. 445] (the “Claims Bar Date Order”); and

UPON the Court having entered an *Amended Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Dkt. No. 447] (the “Amended Claims Bar Date Order”); and

UPON the Court having been advised of a typographical error in the *Authorized Party Confidentiality Agreement Regarding Survivor Proofs of Claim* (the “Confidentiality Agreement”) attached at Schedule 3 of the Claims Bar Date Order and the Amended Claims Bar Date Order, which incorrectly referenced paragraph 11(c) of the Claims Bar Date Order and the Amended Claims Bar Date Order when the correct reference is to paragraph 12(c) of each of the respective orders, and in order to correct the reference:

IT IS HEREBY ORDERED THAT:

1. That the attached Schedule C shall be substituted for and shall replace Schedule C attached to Claims Bar Date Order and the Amended Claims Bar Date Order, respectively; and

2. That Confidentiality Agreement as amended herein shall be substituted for and replace the Confidentiality Agreement posted on the Donlin Recano & Company Inc. and the Debtor's websites; and

3. Except as provided for herein, all other terms of the Claims Bar Date Order and the Amended Claims Bar Date Order shall remain in full force and effect.

4. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

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Schedule 3

Confidentiality Agreement

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re

THE ROMAN CATHOLIC DIOCESE OF
ALBANY, NEW YORK,

Debtor.

Chapter 11
Case No. 23-10244

**AUTHORIZED PARTY CONFIDENTIALITY AGREEMENT
REGARDING SURVIVOR PROOFS OF CLAIM**

This Authorized Party Confidentiality Agreement Regarding Survivor Proofs of Claim (“Agreement”) is entered into as of [____], 20[____].

By [_____] (the “Recipient”), an Authorized Party pursuant to paragraph 12(c) of the *Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* (the “Bar Date Order”)¹ [Docket No. ____] entered by the United States Bankruptcy Court for the Northern District of New York (the “Bankruptcy Court”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”) on [____] [____], 2023.

WHEREAS, the Recipient will be granted access to Survivor Proofs of Claim filed in the Chapter 11 Case after execution of this Agreement pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;

WHEREAS, Recipient acknowledges that the Survivor Proofs of Claim contain sensitive, non-public information, which is to remain confidential pursuant to the Bar Date Order and the terms of this Agreement; and

WHEREAS, with the exception of counsel of record to Authorized Parties, access to the Victim Claim Forms extends only to the natural person who executes this Agreement and a separate copy of this Agreement must be signed by each natural person who seeks access to the Abuse Proofs of Claim on behalf of an Authorized or Permitted Party. Counsel of Record to Authorized Parties may sign one form on behalf of their firm, and the terms of this Agreement and the Bar Date Order shall apply to each member, partner, shareholder, counsel, associate, paraprofessional and employee of the Recipient firm, and all such individuals shall be subject to the terms of this Agreement and the Bar Date Order as though they had signed it on their own behalf.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recipient agrees that the Survivor Proofs of Claim and any Confidential Information (as such term is defined below) contained therein shall be kept confidential pursuant to and in accordance with the terms of the Bar Date Order and this Agreement;
2. For purposes of this Agreement, the term “Confidential Information” means each Survivor Proof of Claim itself, and any information contained in a Survivor Proof of Claim, except to the extent (a) that the Survivor Claimant elects to permit disclosure of the information contained in the Survivor Proof of Claim by authorizing such disclosure pursuant to the terms of the Survivor Claim Form or (b) such information (i) was known to the Recipient prior to being disclosed in a Survivor Proof of Claim, (ii) is or becomes generally available to the public through no act or failure on the part of the Recipient, (iii) is obtained from a third party under no obligation to maintain its confidentiality; or (iv) is developed by the Recipient independently without reference to any Survivor Proof of Claim.
3. Recipient agrees to not to use or distribute any Survivor Proof of Claim or Confidential Information in violation of this Agreement.
4. Recipient may use Survivor Proofs of Claim, and any Confidential Information contained therein, only in connection with the evaluation, prosecution or defense of the claims asserted in such Survivor Proofs of Claim in The Roman Catholic Diocese of Albany, New York’s (the “Debtor’s”) Chapter 11 Case, any related adversary proceedings or contested matters in the Chapter 11 Case, any related insurance or reinsurance coverage demands, claims, disputes, or litigation, and settlement negotiations or mediations regarding all of the foregoing, and as otherwise required by applicable federal or state laws or regulations (each, a “Permitted Use”).
5. Recipient shall not disclose any Confidential Information to any other person or entity except that Recipient may disclose Confidential Information (i) to any person or entity that is an Authorized Party who may receive such information pursuant to the Bar Date Order and has executed a copy of this Agreement, (ii) to the Bankruptcy Court or any other tribunal of competent jurisdiction so long as such disclosure is made pursuant to a Permitted Use and under seal, or (iii) pursuant to an order of the Bankruptcy Court after a hearing and upon notice to the affected claimant(s), the Tort Committee and the Debtor.
6. Recipient consents to the exclusive jurisdiction of the Bankruptcy Court to adjudicate any disputes with respect to any terms, condition or alleged violations of this Agreement or the Bar Date Order.
7. Recipient shall promptly report any disclosure of Confidential Information in violation or breach of this Agreement to the Debtor and the Tort Committee and shall cooperate with efforts to recover and secure any such Confidential Information and/or to mitigate the effects of any such disclosure.

Nothing in this Agreement precludes Recipient from seeking a modification of the Bar Date Order or the terms of this Agreement with respect to any proposed disclosure of Confidential Information contained in the Survivor Claim Form, *provided, however*, that (a) any motion for such modification shall be on notice to all Survivor Claimants, the Tort Committee and the Debtor and (b) Recipient shall not disclose any Confidential Information in connection with any such petition unless such disclosure is restricted to the Bankruptcy Court, the Debtor, the Tort Committee, the affected claimant(s) and made under seal.

8. This Agreement shall become effective as of the date it is delivered to counsel for the Debtor and counsel for the Tort Committee.

Dated: _____, 20____

By: _____

Signature

Print Name