PLAN EXHIBIT D-2

Allocation Protocol

ALLOCATION PROTOCOL

1. PURPOSE

The Allocation Protocol is to provide for the distribution of funds to Abuse Claimants.

2. DEFINITIONS

2.1 Capitalized Terms.

Capitalized terms used shall have the meanings given them in the Plan Documents, Disclosure Statement or the Bankruptcy Code unless otherwise defined, and such definitions are incorporated herein by reference.

"**Documentary Information**" includes a filed complaint, proof of claim, medical records, therapy records, educational records, criminal case records, personnel files and Supplemental Submission.

"**Late Claim**" means an Abuse Claim against the Archdiocese filed after May 16, 2025.

"**Late Claimant**" means an Abuse Claimant who filed an Abuse Claim after the May 16, 2025, against the Archdiocese, and had not previously filed an Abuse Claim against the Archdiocese.

"**Litigation Award**" means a final, nonappealable judgment or verdict (other than a judgment or verdict based on a liability and damage settlement of the Litigation) determining that the Reorganized Debtor and/or any Covered Party is/are liable to a Litigation Claimant because of such Litigation Claimant's Abuse Claim.

"**Litigation Claimant**" means any Abuse Claimant whose Abuse Claim the Settlement Trustee believes in good faith to be covered, in whole or in part, by policies of insurance issued by one or more Non-Settling Insurers, and who is authorized by the Settlement Trustee to liquidate their Abuse Claim under the Plan Documents by litigation of the Abuse Claim. The Settlement Trustee may consult the Reorganized Debtor and Reorganized Additional Debtors prior to making such a determination.

"**Perpetrator of the Debtor**" means a Natural Person: (1) who was an employee or other agent of the Debtor or any other Covered Party (as defined in the Joint Plan) when such person committed an act of Abuse; or (2) for whom or for whose actions the Debtor or any other Covered Party (as defined in the Joint Plan) was otherwise responsible or liable.

3. RULES OF INTERPRETATION AND GENERAL GUIDELINES

3.1 Sole and Exclusive Method.

The Joint Plan and this Allocation Protocol shall together be the sole and exclusive method by which an Abuse Claimant may seek distribution on account of an Abuse Claim against the Debtor, the Additional Debtors, the Non-Debtor Catholic Entities, and the Settling Insurers.

3.2 <u>Conflict with Joint Plan.</u>

If there is any conflict between the terms of the Joint Plan and this Allocation Protocol, then the terms of the confirmed Joint Plan (as it may be amended) and the Confirmation Order shall prevail.

3.3 <u>Non-Compensatory Damages and Other Theories of Liability.</u>

Any distribution from the Settlement Trust to an Abuse Claimant shall be solely on account of bodily injury and/or emotional distress or mental anguish attributable to the bodily injury to such Abuse Claimant. The Settlement Trust shall not make any distribution to an Abuse Claimant based on that Abuse Claimants' assertion of punitive damages and damages that can be classified as economic damages that do not compensate the Abuse Claimant for bodily injury and/or emotional distress or mental anguish attributable to their bodily injury shall not be considered or allowed, even if the damages could have been considered or allowed under applicable non-bankruptcy law. Notwithstanding the foregoing, a Settlement Trust Asset may include extra contractual damages recovered from a Non-Settling Insurer and the Settlement Trust may distribute such damages to Abuse Claimants in accordance with the Allocation Protocol.

3.4 <u>Withdrawal of Claims.</u>

An Abuse Claimant can irrevocably withdraw an Abuse Claim at any time upon written notice to the Settlement Trustee and the Reorganized Debtor. Once withdrawn, the Abuse Claim may not be reasserted against the Settlement Trust (including filing an Unknown Abuse Claim by an Abuse Claimant who withdrew his or her Abuse Claim).

3.5 <u>Res Judicata Effect.</u>

Any determination by the Abuse Claims Reviewer regarding an Abuse Claim shall have no preclusive, res judicata, judicial estoppel or similar effect outside of this Case as to any third party including, but not limited to, a Non-Settling Insurer.

3.6 <u>Successor to Abuse Claimant.</u>

An Abuse Claim filed by or on behalf of an Abuse Claimant who died before receiving a distribution shall be reviewed and scored without reference to the Abuse Claimant's death or any penalty as a result of the Abuse Claimant's death, and shall be paid to the Abuse Claimant's successor, estate or survivors in accordance with applicable law. The executor or administrator of the estate or other person authorized under applicable law to administer the assets of the decedent (an "**Estate Representative**") shall provide documentation satisfactory in form and substance to the Settlement Trustee affirming such Estate Representative's authority to administer the Abuse Claim on behalf of the decedent Abuse

Claimant's estate within 90 days of the Settlement Trustee's request for such documentation.

3.7 Confidentiality and Privilege.

The Abuse Claim Reviewer, the Settlement Trustee and their respective professionals including, but not limited to counsel, financial professionals and professionals retained with respect to Medicare/Medicaid matters, shall be entitled to access to all Proof of Claim information and the Confirmation Order shall so reflect. All information that the Abuse Claims Reviewer receives from any source about any Abuse Claim or Abuse Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Abuse Claimant (or such Abuse Claimant's counsel of record). All information that the Abuse Claims Reviewer receives from any Abuse Claimant (including from counsel to such Abuse Claimant) shall be subject to a mediation privilege, and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

No later than 90 days after the completion of all allocations and the exhaustion of any periods for reconsideration of the Abuse Claims Reviewer's review of all Abuse Claims, all confidential materials provided to the Abuse Claims Reviewer shall be destroyed. The Abuse Claims Reviewer shall file a 30-day notice of intention to destroy such confidential materials on the docket of the Archdiocese's Bankruptcy Case. Any timely objections to such notice of intention shall be resolved by the Bankruptcy Court.

4. ABUSE CLAIMS REVIEWER

Richard Arsenault is the Abuse Claims Reviewer under the terms of this Allocation Protocol and an order of the Bankruptcy Court. The Abuse Claims Reviewer shall review each of the Abuse Claims (as and when such Abuse Claims may be filed or submitted) and, according to the guidelines in section 5 below, make determinations upon which individual monetary distributions will be made subject to the Joint Plan and the Settlement Trust Documents. The Abuse Claims Reviewer's review as to each Abuse Claim shall be the final review, subject only to reconsideration as set forth in section 7 below.

The Archdiocese and Additional Debtors, directly or through Donlin Recano, shall provide electronic copies of all Abuse Proof of Claim forms (including any attachments thereto and as the same may have been amended from time to time) to the Abuse Claims Reviewer upon request, and shall provide electronic copies of any Abuse Claim (including any attachments thereto and as the same may have been amended from time to time) filed after the Effective Date to the Settlement Trustee and Abuse Claim Reviewer within 7 days of the filing of such Abuse Claim.

5. PROCEDURE FOR ALLOCATION AMONG ABUSE CLAIMS

5.1 Proof of Abuse Claim.

The Abuse Claims Reviewer shall consider all the Documentary Information submitted by an Abuse Claimant. An Abuse Claimant need not submit any filed Abuse Proof of Claim (as amended prior to the Abuse Claims Reviewer's order of appointment) because all shall be provided to the Abuse Claims Reviewer by the Archdiocese or the Additional Debtors as set forth in above Section 4. No form of Documentary Information is necessarily of more or less value than another. The Abuse Claims Reviewer also shall have access to all Abuse-related documents provided by the Archdiocese and Additional Debtors to the Survivors' Committee.

Abuse Claimants may provide supplemental evidence and information pursuant to the below procedures. The Abuse Claims Reviewer has the right to request additional Documentary Information or other information from the Abuse Claimant. The Abuse Claimant's failure to respond to the request is grounds for a reduction of a point award, including to zero (0) points.

Unknown Abuse Claimants shall send their Abuse Claim form directly to the Settlement Trustee and the Abuse Claims Reviewer and are not required to file such Abuse Claim with the Claims Agent or the Bankruptcy Court. The Settlement Trustee shall transmit a copy of any Unknown Abuse Claims received to the Abuse Claims Reviewer within a reasonable time after receipt thereof. The Abuse Claims Reviewer may request additional information, including Documentary Information, from an Unknown Abuse Claimant.

Each Abuse Claimant may submit a written statement (a "**Supplemental Submission**") to the Abuse Claims Reviewer. Unless otherwise provided in a Bankruptcy Court order, the Abuse Claims Reviewer shall establish a deadline of no less than 30 days from the Date of the Abuse Claims Reviewer's order of appointment (the "**Submission Deadline**") by which Abuse Claimants may submit Supplemental Statements to the Abuse Claims Reviewer (except for submission of an Unknown Abuse Claim). Notice of the Submission Deadline (the "**Supplement Notice**") shall provide, among other things, the method for submission of Supplemental Statements. All notices by the Abuse Claims Reviewer to Abuse Claimants, including the Supplement Notice, shall be sent to each Abuse Claimant's counsel of record via email and first-class mail to unrepresented Abuse Claimant at the address(es) provided in the applicable Abuse Proof of Claim Form.

A Supplemental Submission shall be typewritten, no longer than 10 pages, single sided and double spaced with 12-point font; provided, however, that an Abuse Claimant not represented by counsel may submit a handwritten Supplemental Submission not to exceed 10 single sided pages in length. The Supplemental Submission may summarize any expert reports but shall not include them as exhibits. The Abuse Claims Reviewer may request copies of any expert reports but the Abuse Claims Reviewer's decision not to request such copies shall not be a basis for reconsideration of a points award.

Supplemental Submissions shall be submitted by the Submission Deadline (or other deadline established by the Bankruptcy Court) unless the Abuse Claims Reviewer determines, in his or her sole discretion, that there is good cause for delay. The Abuse

Claims Reviewer may exercise the sole discretion to allow an Abuse Claimant to exceed the page limit for the Supplemental Submission.

In lieu of a written statement, an Abuse Claimant may submit a video Supplemental Submission of no more than ten minutes. An Abuse Claimant may submit either a written or video Supplemental Submission, but not both. A video submission may only record the Abuse Claimant and no other person, including an agent or representative of an Abuse Claimant; provided, however, the ten-minute video may include a recording of a portion of the Abuse Claimant's deposition. If an Abuse Claimant declines to submit a written or video Supplemental Submission, such declination shall not be held against the Abuse Claimant or be used as grounds to discount the Abuse Claim. **The medium of the Supplemental Submission (whether in writing or by video) shall not advantage or disadvantage an Abuse Claimant.**

5.2 <u>Guidelines for Allocation for Abuse Claims.</u>

(a) **Initial Evaluation.**

The Abuse Claims Reviewer shall consider whether the Abuse Claimant has proven by credible evidence that the Abuse was perpetrated by a Perpetrator and that the Abuse Claim was filed the earlier of an applicable claims bar date established by the Bankruptcy Court or an applicable state law prescriptive period. The Abuse Claims Reviewer shall give notice to the Abuse Claimant and the Settlement Trustee of a determination that the Abuse Claimant has not met the foregoing burden of proof and will provide the Abuse Claimant a reasonable opportunity to provide facts and/or legal basis to establish that the foregoing burden of proof has been met. The Abuse Claimant's failure to provide such facts or legal basis is cause for the Abuse Claims Reviewer to determine that the Abuse Claimant has not provided such credible evidence. The Debtor and any Covered Party must cooperate with any information or discovery request by an Abuse Claimant related to the Abuse Claims Reviewer's determination that the Abuse Claimant has not met the foregoing burden of proof. During this review, the Settlement Trustee may request that the Abuse Claims Reviewer evaluate the Claim under Section 5.2(b) to enable the Settlement Trustee to reserve sufficient amounts to pay the Abuse Claimant if the Abuse Claims Reviewer ultimately determines that the Abuse Claimant has met the foregoing burden of proof.

(b) **Evaluation Factors**

(i) Each Abuse Claimant that has met his or her burden under the initial evaluation described in section 5.2(a) will be evaluated by the Abuse Claims Reviewer. The Abuse Claims Reviewer shall not consider the mere fact of a Claimant's current or prior incarceration unless an element of the crime for which the Claimant was convicted includes any fraud or misrepresentation. Each Abuse Claim will be scored on a scale not to exceed one hundred (100) points based on the provisions pf paragraphs 5.2, 5.3, 5.4, 5.5 and 6 of the Allocation

Protocol. Schedule 5.2(b) hereto sets forth the maximum number of points that may be awarded on account of the factors in the following paragraph 5.2(b)(i)(1).

(1) Nature of the Sexual Abuse:

a. Duration;

b. Frequency/number of instances;

c. Degree of intrusiveness into child's body (e.g. clothed/unclothed, masturbation by or of perpetrator, oral penetration, anal penetration, vaginal penetration);

d. Level or severity of force/violence/coercion/threats;

e. Control of environment (e.g. boarding school, orphanage, trip under supervision of perpetrator, day school, employment relationship with Perpetrator of the Debtors);

f. Number of Perpetrators of the Debtors that abused the Claimant;

g. Physical pain suffered;

h. Grooming; and/or

i. Additional factors that may be provided by the Claimant.

(2) Impact of Abuse:

a. School behavior problems;

b. School academic problems;

c. Getting into legal trouble as a minor;

d. Loss of faith;

e. Damage to family relationships/ interpersonal difficulties;

f. Mental health symptoms, including:

i. Depression;

ii. Suicide attempt or suicidal ideation;

iii. Anxiety;

iv. Substance abuse;

v. Sexual acting out;

vi. Runaway;

vii. Flashbacks;

viii. Nightmares; and/or

ix. Additional factors that may be provided by the Claimant.

g. Adult and current functioning:

i. Criminal record as an adult;

ii. Underemployment/unemployment;

iii. Relationship problems

iv. Substance abuse; and/or additional factors that may be provided by the Claimant.

h. The risk of the foregoing factors affecting the Abuse Claimant in the future based on the Abuse Claimant's age at the present time; and/or

i. Additional factors that may be provided by the Claimant.

(ii) Consent Factor

The Abuse Claim Reviewer has discretion to reduce an Abuse Claimant's score by twenty percent (20%) to eighty percent (80%) if there was consent for the at issue contact between the Abuse Claimant and the Perpetrator of the Debtor. All contact that occurred prior to the Claimant's eighteenth birthday will be deemed as non-consensual.

(iii) Additional Factors:

Level of participation by the Abuse Claimant in public/litigation events related to the Abuse Claims, including but not limited to:

a. leadership role in helping sexual abuse survivors, including, but not limited to, participation in organizations and efforts to promote legislation beneficial to sexual abuse survivors;

b. participation in litigation against the Debtor or a Perpetrator before the Petition Date;

c. participation in criminal proceedings against the Debtor or a Perpetrator and/or;

d. filing of a lawsuit naming an Other Insured Entity.

5.3 There will be no consideration of an Abuse Claimant's claims against any other entity that may be liable for the abuse to the Abuse Claimant.

5.4 An Abuse Claim that was filed before May 16, 2025, shall be deemed timely filed. An Abuse Claim that is timely filed under the Additional Debtors' Abuse Claim Bar Date Order shall not be treated as a late claim solely with respect to the Trust consideration provided by the Additional Debtors, the Non-Debtor Catholic Entities, and the Settling Insurers. An Abuse Claimant that timely filed an Abuse Claim under the Additional Debtors' Abuse Claim Bar Date Order that is a Late Claim with respect to the Archdiocese may follow the procedure set forth in Sections 5.5 and 5.6 to obtain a discounted recovery of the Settlement Trust consideration provided by the Archdiocese.

5.5 Any Late Claimant must either file a motion to allow a Late Claim, i.e. a claim filed after May 16, 2025, against the Debtor with the Bankruptcy Court (on notice to the Abuse Claims Reviewer and Settlement Trustee), or submit to the Abuse Claim Reviewer a written request to allow a late filed claim and a statement (collectively no longer than 10 pages, single sided, double spaced with 12-point font) regarding the basis for filing an Abuse Claim after May 16, 2025. The deadline to submit such motion or statement shall be the Submission Deadline provided upon notice by the Abuse Claims Reviewer. A Late Claimant shall have no right of review of the Abuse Claims Reviewer's determination of the request. The Abuse Claims Reviewer shall award zero (0) points for any Late Claimant that fails to submit a timely motion or statement.

5.6 With respect to any Late Claim deemed untimely by order of the Bankruptcy Court or the Abuse Claim Reviewer notwithstanding the Late Claimant's submission of a timely motion or statement as required by Section 5.5, the Abuse Claim Reviewer shall reduce the points awarded to any such Late Claim by 90% to the extent such Late Claim is asserted against the Archdiocese. For example, if the Abuse Claims Reviewer assesses a Late Claim at one hundred (100) points, he or she shall reduce the assessment to no more than ten (10) points. Notwithstanding the foregoing, an Abuse Claim that is timely with respect to the Additional Debtors shall not be discounted with respect to the Trust consideration provided by the Additional Debtors, the Non-Debtor Catholic Entities, and the Settling Insurers. For the avoidance of doubt, any Late Claimant who fails to submit a timely motion or statement for a Late Claim against the Archdiocese as required by Section 5.5 shall receive no recovery against the Archdiocese under any circumstance as set forth in Section 5.5.

6. ADJUSTMENTS.

The Abuse Claims Reviewer shall adjust all Reviewed Claims as follows:

6.1 No Award for Non-Abuse.

The Abuse Claims Reviewer shall allocate zero (0) points for any Claim that is not an Abuse Claim.

6.2 Disallowed Abuse Claims.

The Abuse Claims Reviewer shall allocate zero (0) points to any Disallowed Abuse Claim.

6.3 Inconsistent Statements.

If an Abuse Claimant submits information, including Documentary Information, that contains an account of the Abuse that differs materially from the information submitted in a filed Abuse Proof of Claim, the Abuse Claims Reviewer may require an explanation for the discrepancy, including by an in-person interview with the Abuse Claimant. The Abuse Claims Reviewer will consider any explanation provided or refusal by the Abuse Claimant to provide an explanation or submit to a requested interview, and will have the discretion to discount the point award accordingly.

6.4 Other Discount Factors

The Abuse Claims Reviewer shall discount any point award for the following reasons by the stated percentage:

(a) **Missing Information**: The Abuse Proof of Claim lacks information regarding the nature of the Abuse, date of Abuse, age at time of Abuse, Perpetrator’s name or description of Abuse: up to 100%; provided that a discount for partial name of the Perpetrator shall not exceed 25% and a discount for an unnamed Perpetrator who is described shall not exceed 75%.

(b) **Familial Relationship**: The Perpetrator was a family member (up to 3d level of consanguinity): up to 50%.

(c) **Non Settling Party**: The Abuse Proof of Claim alleges Abuse (i) that occurred at a location owned by an entity other than the Debtor or an Additional Debtor, and/or (ii) by an identified Perpetrator not affiliated with the Archdiocese or a Covered Party: up to 50% (both conditions: up to 100%).

7. DETERMINATION OF POINT TO DOLLAR VALUE.

The Abuse Claims Reviewer will arrive at a point total for each Abuse Claimant in accordance with this Allocation Protocol.

The Settlement Trustee shall calculate the value of an individual "point" after all Abuse Claims, except Unknown Abuse Claims, have been reviewed on a final basis. The point value will be determined by dividing (a) the total dollars in the amount funded to the Settlement Trust for the Abuse Claims by (b) the total of points allocated to the individual Abuse Claims. For example, if there are 650 abuse claimants awarded a total of 50,000 points, with total distributable Settlement Trust Assets of $180 million, each point would be valued at $3,600. An Abuse Claimant with a 70-point award would receive a distribution from the trust of $252,000, subject to any amounts due under the Abuse Claimant's retainer agreement with counsel.

8. DETERMINATIONS BY THE ABUSE CLAIMS REVIEWER AND REQUESTS FOR RECONSIDERATION AND APPEAL.

Following completion of the Abuse Claim Reviewer's point determinations but before any consideration of reconsideration requests, the Settlement Trustee shall notify each Abuse Claimant in writing of the likely monetary distribution regarding the Abuse Claimant's Claim (the "**Allocated Payment**"), which distribution may be greater or smaller than the actual distribution to be received based on reserves established by the Settlement Trustee and the outcome of any reconsideration of claims. The Settlement Trustee shall mail this preliminary determination to the Abuse Claimant's counsel of record, or in the case of unrepresented parties, to the last address based on the Abuse Claimant's filed proof of claim.

The Abuse Claims Reviewer's point award shall be final unless the Abuse Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Abuse Claimant shall not have a right to any other appeal of the Abuse Claims Reviewer's point award. The Abuse Claimant may request reconsideration of the Abuse Claims Reviewer's point award by delivering a written request for reconsideration to the Abuse Claims Reviewer within 30 calendar days after mailing of the preliminary monetary distribution. The Abuse Claimant's request for reconsideration may include additional supporting evidence and argument upon a showing that such additional information could not have been timely provided under this Allocation Protocol. Additionally, the Abuse Claimant must include a check for $1,000.00 with the request to cover the costs of the reconsideration. The Settlement Trustee may waive the reconsideration fee if an Abuse Claimant submits to the Settlement Trustee a statement signed under the penalty of perjury and evidenced by reasonable documentation that they are unable to pay the reconsideration fee.

The Abuse Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Abuse Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

9. MONETARY DISTRIBUTIONS

9.1 Distributions to Abuse Claimants (except Unknown Tort Claimants)

Once the Abuse Claims Reviewer's determinations are final, the Settlement Trustee shall make monetary distributions to the Abuse Claimants, except Unknown Abuse Claimants and Litigation Claimants, in accordance with the terms of the Joint Plan, the Settlement Trust Agreement, and this Allocation Protocol. Distributions to Litigation Claimants will be made in accordance with Section 10 below.

9.2 Distributions to Unknown Abuse Claimants

The Settlement Trustee shall pay Unknown Abuse Claimants in accordance with the terms of the Joint Plan, Confirmation Order, and the Settlement Trust Documents, as follows:

(a) The Settlement Trustee shall make a distribution to Unknown Abuse Claimants at least once during every twelve (12) months after the Effective Date if and to the extent any such claims have been filed. The date of any such distribution is referred to herein as a "**Distribution Date**."

(b) The maximum value of a point allocated to the Unknown Abuse Claimants pursuant to this Allocation Protocol shall be equal to the value of a point allocated to all Class 4 Abuse Claimants (such amount, the "**Maximum Future Abuse Claim Amount**").

(c) During any twelve (12) month period, the Settlement Trustee shall distribute no more than: (a) 12.5% of the remaining amount available from the Unknown Claims Reserve collectively to all Unknown Abuse Claimants who have filed Unknown Abuse Claims entitled to a distribution as of a given Distribution Date and (b) 4% of the remaining amount available from the Unknown Abuse Claims Reserve to any single Unknown Abuse Claimant. The Settlement Trustee shall not, however, distribute more than the Maximum Future Abuse Claim Amount to any Unknown Abuse Claimant, but upon any distribution, shall: (x) first distribute funds to Unknown Abuse Claimants who filed compensable Unknown Abuse Claims after other Unknown Abuse Claimants have already received a distribution, until Holders of such later filed Unknown Claims receive an amount equal (on a per point basis) to the amount already distributed to Unknown Abuse Claimants who previously received a distribution, and (y) thereafter distribute additional available funds to all holders of allowed Unknown Abuse Claims as of such distribution Date.

9.3 Release and Dismissal of Pending Litigation

To receive a distribution that includes funds from Settling Insurers and Non-Debtor Catholic Entities, an Abuse Claimant, including a Litigation Claimant, must deliver to the Settlement Trustee an executed Abuse Claim Release and Certification, the form of which is attached to Joint Plan as Exhibit C. Each Abuse Claimant must release all Claims against the Covered Parties and Settling Insurers as provided therein. Upon request, the Settlement Trust must provide copies of an executed Abuse Claim Release and Certification to the (a) releasing Abuse Claimant and /Covered Party and (b) to any Joint Tortfeasor that has executed a non-disclosure or confidentiality agreement acceptable in form and substance to the Settlement Trustee. For the avoidance of doubt, nothing herein shall require an Abuse Claimant to release any Person that is not a Covered Party or Settling Insurer.

If the Abuse Claimant is deceased or otherwise legally incapable of executing a release, the signatory representative must include legal authority to execute on behalf of the Abuse Claimant. Such legal authority may not include any restrictions on authority.

In addition to the Abuse Claim Release and Certification, within 45 days of the Effective Date, the Abuse Claimant must dismiss any lawsuit concerning the subject Abuse Claim asserted against any Covered Party, with prejudice, and without fees and costs being recoverable against the releasing Abuse Claimant or any Covered Party. The failure to dismiss any such lawsuit within the 45 day period will result in the loss of any distribution to the Abuse Claimant from the Settlement Trust.

10. PROCEDURE FOR LITIGATION

10.1 Litigation Against Co-Defendants.

Except as provided in the Plan Documents and the Allocation Protocol, all Abuse Claimants are free to pursue litigation against any party other than a Covered Party, a Non-Settling Insurer, or Settling Insurer without any permission, oversight, or any restriction by the Settlement Trustee. Litigation against a Non-Settling Insurer must be pursued in accordance with this Section 10 of this Allocation Protocol.

10.2 Notice of Interest in Litigation.

Abuse Claimants who believe their claim is covered, in whole or in part, by Insurance Policies issued by a Non-Settling Insurer must, by the Submission Deadline, submit to the Settlement Trustee written notice (“**Litigation Claimants**”) of their election to move forward with litigation against a Covered Party, under the limitations and provisions of the Joint Plan. If an Abuse Claimant with a Claim against a Non-Settling Insurer elects not to pursue litigation, such Abuse Claimant must assign its claim against the Non-Settling Insurer to the Settlement Trust.

10.3 Designation as Litigation Claimant.

The Settlement Trustee will confirm that the Litigation Claimants who elect to be Litigation Claimants and allege Abuse covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurers are actually covered, in whole or party by Insurance Policies one or more Non-Settling Insurers ("**Litigation Claimants**"). The Settlement Trustee may, but is not required to, consult with any Covered Party before making such a determination. The Settlement Trustee shall give written notice to all Litigation Claimants of his determination as to whether their claims are allegedly covered, in whole or in part, by Insurance Policies issued by a Non-Settling Insurer. The Settlement Trustee's determination is not a determination of coverage and is without prejudice to any coverage defenses related to such Insurance Policy.

10.4 Litigation Authorization.

The Settlement Trustee may authorize up to twenty (20) Litigation Claimants per month to pursue their Abuse Claims in any court of competent jurisdiction, at such Litigation Claimants' expense, to determine any liability that any Covered Party, and / or any Non-Settling Insurer may have regarding an Abuse Claim and the amount of that liability. Within sixty (60) days of the Submission Deadline, the Settlement Trustee shall, in consultation with the Settlement Trust Advisory Committee, prepare a six-month schedule of the claims authorized to begin litigation and provide notice of such schedule to all Litigation Claimants ("**Notice of Litigation Schedule**"). The Settlement Trustee shall prioritize Claims that initiated litigation prior to the Petition Date and Claims with the highest awarded point values, but may consider additional factors such as the legal merits of Abuse Claimant's case. Notwithstanding the foregoing, the Settlement Trustee shall authorize all Litigation Claimants to pursue their Abuse Claims in any court of competent jurisdiction prior to the expiration of the window statute established by 2021 Louisiana Act 322, 2022 Louisiana Act 386, and 2024 Louisiana Act 481. A Litigation Claimant must give the Settlement Trustee written notice of the commencement of any (re)commenced Litigation authorized hereunder within ten (10) day of the filing of a complaint or notice to a court that the litigation is being pursued. If a Litigation Claimant fails to (re)initiate litigation within sixty (60) days of the date provided in the Notice of Litigation Schedule, the Settlement Trustee may rescind the authorization and adjust the Litigation Schedule to accelerate other Litigation Claimants. If a Litigation Claimant files a lawsuit that has not been authorized by the Settlement Trustee, the Litigation Claimant will forfeit the right to receive any distribution from the Settlement Trust.

10.5 Just Cause for Expedition of Litigation.

Litigation Claimants may, within 14 days of receipt of the Notice of Litigation Schedule, submit a written statement to the Settlement Trustee explaining any specific cause requiring earlier authorization of their pursuit of litigation. The Settlement Trustee, in consultation with the Settlement Trust Advisory Committee, shall review such statements and, if needed, provide an amended Notice of Litigation Schedule to all Litigation Claimants. If the Settlement Trustee does not include a Litigation Claimant on the Notice of Litigation Schedule, then the Litigation Claimant may request mediation with the

Settlement Trustee. If the mediation is unsuccessful, the Litigation Claimant may appeal to the Bankruptcy Court for just cause to be authorized to pursue his or her claim against a Covered Party and / or Non-Settling Insurer.

10.6 <u>Litigation Claims Enhancements.</u>

To the extent a Covered Party, with the consent of the Settlement Trustee, enters into a settlement agreement whereby a Non-Settling Insurer becomes a Settling Insurer (such settlement, a "**Insurance Settlement**") that covers a Litigation Claimant's Abuse Claim (the policy or policies that cover such Abuse Claim(s) are a "**Target Policy**"), such Litigation Claimants shall receive an enhancement (the "**Claim Enhancement**") to his or her point allocation. The Claim Enhancement shall be payable only from the proceeds of the applicable Insurance Settlement. The Claim Enhancements are independent of one another and are not intended to be cumulative. The Settlement Trustee shall reserve sufficient amounts to fund such enhanced payments before distribution of Insurance Settlement proceeds to Abuse Claimants who are not Litigation Claimants.

Claim Enhancements shall be applied as follows:

(a) A Litigation Claimant shall receive an enhancement of 1.1 times their Allocated Payment if the Insurance Settlement for a Target Policy is entered into before the Litigation Claimant files a substantive pleading (not merely a notice, certificate or other procedural document) or propounds discovery after the Settlement Trustee has issued the Notice of Litigation Schedule.

(b) A Litigation Claimant shall receive an enhancement of 1.5 times their Allocated Payment if the Insurance Settlement for a Target Policy is entered into after a Litigation Claimant files a substantive pleading (not merely a notice, certificate or other procedural document) or propounds discovery after the Settlement Trustee has issued the Notice of Litigation Schedule, but before a deposition of the Litigation Claimant by opposing counsel.

(c) A Litigation Claimant shall receive an enhancement of 2 times their Allocated Payment if the Settlement Trust negotiates an Insurance Settlement for a Target Policy if the Insurance Settlement is entered into after a post-Notice of Litigation Schedule deposition of the Litigation Claimant by opposing counsel but before commencement of a trial in such Litigation Claimant's case.

(d) A Litigation Claimant shall receive an enhancement of 3 times their Allocated Payment if the Trust negotiates an Insurance Settlement for a Target Policy if the Insurance Settlement is entered into on or after the first day of a trial in such Litigation Claimant's case.

(e) A Litigation Claimant shall receive an enhancement of 4 times their Allocated Payment if the Settlement Trust negotiates an Insurance Settlement for a Target Policy if the Insurance Settlement is entered into after a Litigation Award is entered in favor of the Litigation Claimant in such litigation.

10.7 Withdrawal of Litigation Election.

A Litigation Claimant may withdraw his or her election to be a Litigation Claimant at any time.

10.8 Withholding of Litigation Claimant's Allocated Payment.

Subject to the provisions of section 10.9, the Settlement Trustee shall establish a reserve for the Allocated Payment of a Claim held by a Litigation Claimant. This reserve shall be the exclusive source of payment from the Settlement Trust for Litigation Claims against a Covered Party unless a Target Policy becomes the subject of an Insurance Settlement. For avoidance of doubt, the creation and existence of this reserve does not affect, diminish, or impair a Litigation Claimant's rights to collect a judgment, including a judgment based on joint and several liability, against any Covered Party to the extent permitted by the Joint Plan. The creation and existence of this reserve is not a settlement, release, accord or novation of the Claim of the Litigation Claimant and cannot be used by any Co-Defendant as a defense to any alleged joint liability with a Covered Party. If a Final Order is entered against the Litigation Claimant finding that a Covered Party or Non-Settling Insurer does not have any liability to such Claimant on account of an Abuse Claim, then the Allocated Payment reserve shall revert to the non-reserved assets of the Settlement Trust and the Litigation Claimant shall have no recourse against the Settlement Trustee, the Settlement Trust or the Settlement Trust Assets.

Unless a Litigation Claimant makes the Distribution Election as set forth in section 10.9 hereof, a Litigation Claimant's Allocated Payment shall be held in reserve by the Settlement Trustee until one of the below occur ("**Release Events**"). Following a Release Event, each Litigation Claimant shall receive his or her Allocated Payment (including any enhancement described above).

(a) The Settlement Trust enters into an Insurance Settlement regarding the applicable Target Policy, in which case the Litigation Claimant's Abuse Claim shall be treated as a Channeled Claim under the Joint Plan subject to the point enhancements provided in Section 10.7;

(b) A court enters a Litigation Award, in which case, at the election of the Litigation Claimant: (i) the Litigation Claimant retains the entirety of his or her Litigation Award and the Settlement Trustee shall release such Litigation Claimant's Allocated Payment reserve for distribution to other Abuse Claimants and the Litigation Claimant shall not be entitled to any enhancement of his or her award or any Insurance Settlement proceeds; or (ii) the Litigation Claimant shall assign his or her Litigation Award to the Settlement Trust and participate in all distributions from the Settlement Trust with enhancement. If the election is not made within 30 days of the Litigation Award, the Litigation Claimant shall be deemed to have elected option (i) of this Paragraph. Notwithstanding the forgoing, 10% of any Litigation Award, net of attorneys' fees and costs, if collected from any Non-Settling Insurer and not assigned to the Settlement Trust under section (ii) of this paragraph, shall be paid by the Litigation Claimant to the Settlement Trust on account of costs and expenses incurred by the Settlement Trust in connection with the Litigation Claimant's Claim. For example, if a Litigation Claimant receives a $50,000 award with $15,000 in attorneys' fees and costs, the Settlement Trust will receive $3,500 and the Litigation Claimant will receive $31,500.

(c) The Litigation Claimant enters into a settlement regarding his or her Abuse Claim (other than an Insurance Settlement) (the "**Litigation Claimant Settlement**"), in which case, at the election of the Litigation Claimant: (i) the Litigation Claimant retains the entirety of his or her Litigation Claimant Settlement and Settlement Trustee shall then release such Litigation Claimant's Allocated Payment reserve for distribution to other Abuse Claimants and the Litigation Claimant shall not be entitled to any enhancement of his or her award and/or any Insurance Settlement proceeds; or (ii) the Litigation Claimant assigns his or her Litigation Claimant Settlement to the Settlement Trust and participates in all distributions from the Settlement Trust with enhancement. If the election is not made within 30 days of the settlement, the Litigation Claimant shall be deemed to have elected option (i) of this Paragraph. Notwithstanding the forgoing, a portion of any Litigation Claimant Settlement, net of attorneys' fees and costs, if collected from any Non-Settling Insurer by a Litigation Claimant and not assigned to the Trust under section (ii) of this paragraph, shall be paid by the Litigation Claimant to the Settlement Trust on account of costs and expenses incurred by the Settlement Trust in connection with the Litigation Claimant's Abuse Claim. The portion payable to the Settlement Trust is based on the following litigation case milestones: (a) 50% to the Settlement Trust and 50% to the Litigation Claimant if the Abuse Claim is settled after litigation is commenced but prior to discovery; (b) 25% to the Settlement Trust and 75% to the Litigation Claimant if the Abuse Claim is settled after at least one party has produced documents or at least one deposition has occurred; and (c) 100% to the Litigation Claimant if the Abuse Claim is settled after a trial commences. For example, if a Litigation Claimant reaches a settlement of $50,000 under the scenario of foregoing subparagraph (b) and incurs $15,000 in attorneys' fees and costs after a deposition is taken, the Settlement Trust will receive $8,750, and the Litigation Claimant will receive the remaining $26,250.

If a Final Order is entered against the Litigation Claimant finding that a Covered Party or Non-Settling Insurer does not have any liability to such Litigation Claimant on account of an Abuse Claim, then the Allocated Payment reserve shall revert to the non-reserved assets of the Settlement Trust and the Litigation Claimant shall have no recourse against the Settlement Trustee, the Settlement Trust or the Settlement Trust Assets.

10.9 Litigation Claimant Distribution Election.

A Litigation Claimant may elect to receive his or her Allocated Share before the occurrence of a Release Event (the "**Distribution Election**") by executing the Distribution Election in the Abuse Claim Release and Certification. By executing the Distribution Election, the Litigation Claimant irrevocably agrees to transfer the proceeds of any Litigation Award or Litigation Claimant Settlement to the Settlement Trust as provided in section 10.8(b)(ii) or 10.8(c)(ii) hereof. Upon the Litigation Claimant's receipt of a Litigation Award or entry into a Litigation Claimant Settlement, and the transfer of any proceeds of such Litigation Award or Litigation Claimant Settlement, the Litigation Claimant will be entitled to receive any enhancement to which such Litigation Claimant is entitled to receive hereunder and shall be treated in accordance with section 10.8(b)(ii) or 10.8(c)(ii), as applicable.

In the event of Litigation Claimants receiving his or her Allocated Payment following a Distribution Election, the Litigation Claimant assumes any risk to the Litigation Claimant's litigation against Target Insurer, including any risk of a reduced Litigation Award or Litigation Claimant Settlement.

ABUSE	**MAX POINTS (prior to enhancements)**
Penetration of Victim's Vagina or Anus with Perpetrator's Penis	75 points
Penetration of Victim's Mouth with Perpetrator's Penis; Penetration of Perpetrator's Mouth with Victim's Penis; Penetration of Victim's Vagina or Anus with Perpetrator's finger or mouth or an object.	56 points
Masturbation	37 points
Taking and Publishing of Video of abuse	20 points
Victim's Hand on Perpetrator's Genitals; Perpetrator touching Victim under Victim's clothes	18 points
Perpetrator touching Victim over the Victim's Clothing	10 points
Perpetrator shows the Victim portrayals of Nudity or Pornography	10 points
Grooming	5 points
Sexually-explicit statement with no physical touching	3 points
No Abuse Described	0 points