UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:	§	**CASE NO: 20-10846**
	§	**(JOINTLY ADMINISTERED)**
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	**CHAPTER 11**
ORLEANS,[1]	§	**COMPLEX CASE**
	§	
DEBTORS.	§	**SECTION A**

ORDER CONFIRMING SEVENTH AMENDED MODIFIED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS AND ADDITIONAL DEBTORS, PROPOSED BY THE DEBTOR, THE ADDITIONAL DEBTORS, AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, DATED AS OF DECEMBER 8, 2025

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[1] An Order directing joint administration of the Chapter 11 bankruptcy case of The Roman Catholic Church of The Archdiocese of New Orleans, [No. 20-10846], as lead case, with the Chapter 11 bankruptcy cases of (i) All Saints Roman Catholic Church, New Orleans, Louisiana, [No. 25-12579], (ii) Annunciation Of The Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana, [No. 25-12580], (iii) Ascension Of Our Lord Roman Catholic Church, Laplace, Louisiana, [No. 25-12581], (iv) The Visitation Of Our Lady Roman Catholic Church, Marrero, Louisiana, [No. 25-12582], (v) Assumption Of Mary Roman Catholic Church, Avondale, Louisiana, [No. 25-12583], (vi) Assumption Of The Blessed Virgin Mary Roman Catholic Church Braithwaite, Louisiana, [No. 25-12584], (vii) Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana, [No. 25-12585], (viii) Blessed Sacrament-St. Joan Of Arc Roman Catholic Church, New Orleans, Louisiana, [No. 25-12586], (ix) The Congregation Of St. Rita Roman Catholic Church Of Harahan, [No. 25-12587], (x) Blessed Trinity Roman Catholic Church, New Orleans, Louisiana, [No. 25-12588], (xi) Christ The King Roman Catholic Church, Gretna, Louisiana, [No. 25-12589], (xii) Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana, [No. 25-12590], (xiii) Divine Mercy Roman Catholic Church, Kenner, Louisiana, [No. 25-12591], (xiv) Good Shepherd Roman Catholic Church, New Orleans, Louisiana, [No. 25-12592], (xv) Sts. Peter And Paul Roman Catholic Church, Pearl River, Louisiana, [No. 25-12593], (xvi) Holy Family Roman Catholic Church, Franklinton, Louisiana, [No. 25-12594], (xvii) St. Thomas Roman Catholic Church, Pointe A La Hache, Louisiana, [No. 25-12595], (xviii) Holy Family Roman Catholic Church, Luling, Louisiana, [No. 25-12596], (xix) St. Rita Roman Catholic Church, New Orleans, Louisiana, [No. 25-12597], (xx) Holy Name Of Mary Roman Catholic Church, New Orleans, Louisiana, [No. 25-12598], (xxi) St. Rita Roman Catholic Church, Harahan, Louisiana, [No. 25-12599], (xxii) Holy Spirit Roman Catholic Church, New Orleans, Louisiana, [No. 25-12600], (xxiii) St. Raymond And St. Leo The Great Roman Catholic Church, New Orleans, Louisiana, [No. 25-12601], (xxiv) Immaculate Conception Roman Catholic Church, Marrero, Louisiana, [No. 25-12602], (xxv) Immaculate Conception Roman Catholic Church, New Orleans, Louisiana, [No. 25-12603], (xxvi) St. Pius X Roman Catholic Church, New Orleans, Louisiana, [No. 25-12604], (xxvii) Mary Queen Of Peace Roman Catholic Church, Mandeville, Louisiana, [No. 25-12605], (xxviii) St. Philip Neri Roman Catholic Church, Metairie, Louisiana, [No. 25-12606], (xxix) Mary Queen Of Vietnam Roman Catholic Church, New Orleans, Louisiana, [No. 25-12607], (xxx) St. Peter's Roman Catholic Church, Covington, Louisiana, [No. 25-12608], (xxxi) Mary, Help Of Christians Roman Catholic Church, Harvey, Louisiana, [No. 25-12610], (xxxii) St. Peter Roman Catholic Church, Reserve, Louisiana,

[No. 25-12611], (xxxiii) Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana, [No. 25-12612], (xxxiv) St. Peter Claver Roman Catholic Church, New Orleans, Louisiana, [No. 25-12613], (xxxv) Most Holy Name Of Jesus Roman Catholic Church, New Orleans, Louisiana, [No. 25-12614], (xxxvi) St. Paul The Apostle Roman Catholic Church, New Orleans, Louisiana, [No. 25-12615], (xxxvii) Most Holy Trinity Roman Catholic Church, Covington, Louisiana, [No. 25-12616], (xxxviii) St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana, [No. 25-12617], (xxxix) Our Lady Of Divine Providence Roman Catholic Church, Metairie, Louisiana, [No. 25-12618], (xl) St. Patrick's Roman Catholic Church, New Orleans, Louisiana, [No. 25-12619], (xli) St. Michael The Archangel Roman Catholic Church, Paradis, Louisiana, [No. 25-12620], (xlii) Our Lady Of Grace Roman Catholic Church, Reserve, Louisiana, [No. 25-12621], (xliii) St. Martin De Porres Roman Catholic Church, New Orleans, Louisiana, [No. 25-12622], (xliv) Our Lady Of Lavang Roman Catholic Church, New Orleans, Louisiana, [No. 25-12623], (xlv) St. Matthew The Apostle Roman Catholic Church, River Ridge, Louisiana, [No. 25-12624], (xlvi) Our Lady Of Lourdes Roman Catholic Church, Slidell, Louisiana, [No. 25-12625], (xlvii) St. Mary's Roman Catholic Church, New Orleans, Louisiana, [No. 25-12626], (xlviii) Our Lady Of Lourdes Roman Catholic Church, Violet, Louisiana, [No. 25-12627], (xlix) St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana, [No. 25-12628], (l) Our Lady Of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana, [No. 25-12629], (li) Our Lady Of Perpetual Help Roman Catholic Church, Kenner, Louisiana, [No. 25-12630], (lii) Our Lady Of Prompt Succor Roman Catholic Church, Chalmette, Louisiana, [No. 25-12632], (liii) St. Martha Roman Catholic Church, Harvey, Louisiana, [No. 25-12633], (liv) Our Lady Of Prompt Succor Roman Catholic Church, Westwego, Louisiana, [No. 25-12634], (lv) St. Mark Roman Catholic Church, Ama, Louisiana, [No. 25-12635], (lvi) Our Lady Of The Holy Rosary Roman Catholic Church, Hahnville, Louisiana, [No. 25-12636], (lvii) Our Lady Of The Lake Roman Catholic Church, Mandeville, Louisiana, [No. 25-12637], (lviii) St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana, [No. 25-12638], (lix) Our Lady Of The Rosary Roman Catholic Church, New Orleans, Louisiana, [No. 25-12639], (lx) St. Margaret Mary Roman Catholic Church, Slidell, Louisiana, [No. 25-12640], (lxi) Resurrection Of Our Lord Roman Catholic Church, New Orleans, Louisiana, [No. 25-12641], (lxii) St. Luke The Evangelist Roman Catholic Church, Slidell, Louisiana, [No. 25-12642], (lxiii) Sacred Heart Of Jesus Roman Catholic Church, Lacombe, Louisiana, [No. 25-12644], (lxiv) St. Louis, King Of France, Roman Catholic Church, Metairie, Louisiana, [No. 25-12645], (lxv) Sacred Heart Of Jesus Roman Catholic Church, Norco, Louisiana, [No. 25-12646], (lxvi) St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana, [No. 25-12647], (lxvii) St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana, [No. 25-12650], (lxviii) St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, [No. 25-12651], (lxix) St. Agnes Roman Catholic Church, Jefferson, Louisiana, [No. 25-12652], (lxx) St. Joseph's Roman Catholic Church, Gretna, Louisiana, [No. 25-12653], (lxxi) St. Joseph The Worker Roman Catholic Church, Marrero, Louisiana, [No. 25-12654], (lxxii) St. Andrew The Apostle Roman Catholic Church, New Orleans, Louisiana, [No. 25-12655], (lxxiii) St. Joseph Roman Catholic Church, Algiers, Louisiana, [No. 25-12657], (lxxiv) St. Angela Merici Roman Catholic Church, Metairie, Louisiana, [No. 25-12658], (lxxv) St. John The Baptist Roman Catholic Church, Folsom, Louisiana, [No. 25-12659], (lxxvi) St. Ann Roman Catholic Church And Shrine, Metairie, Louisiana, [No. 25-12660], (lxxvii) St. John The Baptist Roman Catholic Church, Edgard, Louisiana, [No. 25-12661], (lxxviii) St. John Paul II Roman Catholic Church, Waggaman, Louisiana, [No. 25-12663], (lxxix) St. Anselm Roman Catholic Church, Madisonville, Louisiana, [No. 25-12664], (lxxx) St. John Of The Cross Roman Catholic Church, Lacombe, Louisiana, [No. 25-12665], (lxxxi) St. Anthony Of Barataria Roman Catholic Church, Lafitte, Louisiana, [No. 25-12667], (lxxxii) St. Joan Of Arc Roman Catholic Church, Laplace, Louisiana, [No. 25-12668], (lxxxiii) St. Joachim Roman Catholic Church, Marrero, Louisiana, [No. 25-12669], (lxxxiv) St. Jerome Roman Catholic Church, Kenner, Louisiana, [No. 25-12670], (lxxxv) St. Anthony Of Padua Roman Catholic Church, Luling, Louisiana, [No. 25-12671], (lxxxvi) St. Jane De Chantal Roman Catholic Church, Abita Springs, Louisiana, [No. 25-12672], (lxxxvii) St. Anthony Of Padua Roman Catholic Church, New Orleans, Louisiana, [No. 25-12673], (lxxxviii) St. Anthony Roman Catholic Church, Gretna, Louisiana, [No. 25-12674], (lxxxix) St.

Augustine Roman Catholic Church, New Orleans, Louisiana, [No. 25-12675], (xc) St. Genevieve Roman Catholic Church, Slidell, Louisiana, [No. 25-12676], (xci) St. Benedict Roman Catholic Church, Covington, Louisiana, [No. 25-12677], (xcii) St. Francis Xavier Roman Catholic Church, Metairie, Louisiana, [No. 25-12678], (xciii) St. Benilde Roman Catholic Church, Metairie, Louisiana, [No. 25-12679], (xciv) St. Francis Of Assisi Roman Catholic Church, New Orleans, Louisiana, [No. 25-12680], (xcv) St. Bernard Roman Catholic Church, St. Bernard, Louisiana, [No. 25-12681], (xcvi) St. Edward The Confessor Roman Catholic Church, Metairie, Louisiana, [No. 25-12682], (xcvii) St. Catherine Of Siena Roman Catholic Church, Metairie, Louisiana, [No. 25-12683], (xcviii) St. Dominic's Roman Catholic Church, New Orleans, Louisiana, [No. 25-12684], (xcix) St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana, [No. 25-12685], (c) St. David Roman Catholic Church, New Orleans, Louisiana, [No. 25-12686], (ci) St. Christopher Roman Catholic Church, Metairie, Louisiana, [No. 25-12687], (cii) St. Cletus Roman Catholic Church, Gretna, Louisiana, [No. 25-12688], (ciii) St. Clement Of Rome Roman Catholic Church, Metairie, Louisiana, [No. 25-12689], (civ) Blessed Sacrament, Inc., [No. 25-12690], (cv) The Congregation Of The Holy Trinity Roman Catholic Church, [No. 25-12691], (cvi) Epiphany, Inc., [No. 25-12692], (cvii) The Congregation Of The Annunciation Roman Catholic Church, [No. 25-12693], (cviii) The Congregation Of St. Cecelia Roman Catholic Church, [No. 25-12694], (cix) Immaculate Heart Of Mary, Inc., [No. 25-12695], (cx) Incarnate Word, Inc., [No. 25-12696], (cxi) The Congregation Of Saints Peter And Paul Roman Catholic Church, [No. 25-12697], (cxii) St. Theresa Of The Child Jesus, Inc., [No. 25-12698], (cxiii) Our Lady Of Good Harbor, Inc., [No. 25-12699], (cxiv) St. Theresa Of Avila, Inc., [No. 25-12700], (cxv) Our Lady Of Good Counsel, Inc., [No. 25-12701], (cxvi) St. Rose Of Lima, Inc., [No. 25-12702], (cxvii) Our Lady Of Lourdes, New Orleans, Louisiana, Inc., [No. 25-12703], (cxviii) St. Raymond’s, Inc., [No. 25-12704], (cxix) Our Lady Of The Sacred Heart, New Orleans, Louisiana, Inc., [No. 25-12705], (cxx) St. Philip The Apostle, Inc., [No. 25-12706], (cxxi) Our Lady Star Of The Sea, Inc., [No. 25-12707], (cxxii) St. Monica, Inc., [No. 25-12708], (cxxiii) St. Ann, New Orleans, Louisiana, Inc., [No. 25-12709], (cxxiv) St. Maurice, Inc., [No. 25-12710], (cxxv) St. Bonaventure, Inc., [No. 25-12711], (cxxvi) St. Louise De Marillac, Inc., [No. 25-12712], (cxxvii) St. Frances Xavier Cabrini, Inc., [No. 25-12713], (cxxviii) St. Lawrence The Martyr, Inc., [No. 25-12715], (cxxix) St. Julian Eymard, Inc., [No. 25-12716], (cxxx) St. Francis De Salles, Inc., [No. 25-12717], (cxxxi) St. John The Baptist, New Orleans, Louisiana, Inc., [No. 25-12718], (cxxxii) St. Gabriel, Inc., [No. 25-12719], (cxxxiii) St. John Bosco, Inc., [No. 25-12720], (cxxxiv) St. Gertrude, Inc., [No. 25-12721], (cxxxv) St. James Major, Inc., [No. 25-12723], (cxxxvi) St. Henry's, Inc., [No. 25-12724], (cxxxvii) St. Hubert, Inc., [No. 25-12725], (cxxxviii) Archdiocesan Spirituality Center, [No. 25-12726], (cxxxix) Catholic Charities Archdiocese Of New Orleans, [No. 25-12727], (cxl) Catholic Charities Children's Day Care Centers, [No. 25-12728], (cxli) Catholic Charities Group Homes, [No. 25-12729], (cxlii) Clarion Herald Publishing Company, [No. 25-12730], (cxliii) Korean Catholic Community Of New Orleans, Inc., [No. 25-12731], (cxliv) Notre Dame Seminary, [No. 25-12732], (cxlv) Our Lady Of Mount Carmel Latin Mass Community, Covington, Louisiana, [No. 25-12733], (cxlvi) Pace Greater New Orleans, [No. 25-12734], (cxlvii) Padua House, [No. 25-12735], (cxlviii) Philmat, Inc., [No. 25-12736], (cxlix) Project Lazarus, [No. 25-12737], (cl) Roman Catholic Center Of Jesus The Lord, [No. 25-12738], (cli) School Food And Nutrition Services Of New Orleans, Inc., [No. 25-12739], (clii) Second Harvest Food Bank Of Greater New Orleans And Acadiana, [No. 25-12740], (cliii) St. Jude Community Center, Inc., [No. 25-12741], (cliv) St. Michael Special School, [No. 25-12742], (clv) St. Therese Catholic Academy, [No. 25-12743], and (clvi) The Society For The Propagation Of The Faith, Archdiocese Of New Orleans, [No. 25-12744], was entered on November 13, 2025, [No. 20-10846, ECF 4603; No. 25-12579, ECF 4; No. 25-12580, ECF 4; No. 25-12581, ECF 4; No. 25-12582, ECF 4; No. 25-12583, ECF 4; No. 25-12584, ECF 4; No. 25-12585, ECF 4; No. 25-12586, ECF 4; No. 25-12587, ECF 4; No. 25-12588, ECF 4; No. 25-12589, ECF 4; No. 25-12590, ECF 4; No. 25-12591, ECF 4; No. 25-12592, ECF 4; No. 25-12593, ECF 4; No. 25-12594, ECF 4; No. 25-12595, ECF 4; No. 25-12596, ECF 4; No. 25-12597, ECF 4; No. 25-12598, ECF 4; No. 25-12599, ECF 4; No. 25-12600, ECF 4; No. 25-12601, ECF 4; No. 25-12602, ECF 4; No. 25-12603, ECF 4; No. 25-12604, ECF 4; No. 25-

The Court conducted an evidentiary hearing (the "**Confirmation Hearing**") commencing on November 17, 2025, and continuing on November 18, 20, 21, 24, and 25, 2025, and December 2, 4, and 8, 2025, in connection with the following:

A. *Seventh Amended Modified Joint Chapter 11 Plan of Reorganization for the Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of December 8, 2025* [ECF 4762] including the *First Amended Plan Supplements* [ECF 4610] (as may be modified, amended, or supplemented from time-to-time hereafter, the "**Joint Plan**")[2] Filed by the Roman Catholic Church of the Archdiocese New Orleans, the above-captioned debtor and debtor-in-possession (the "**Debtor**" or "**Archdiocese**"), the Additional Debtors listed on Joint Plan Exhibit B-1, and the Official Committee of Unsecured Creditors (the "**Committee**" or "**Survivors' Committee**") (collectively, the "**Plan Proponents**"); and

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12605, ECF 4; No. 25-12606, ECF 4; No. 25-12607, ECF 4; No. 25-12608, ECF 4; No. 25-12610, ECF 4; No. 25-12611, ECF 4; No. 25-12612, ECF 4; No. 25-12613, ECF 4; No. 25-12614, ECF 4; No. 25-12615, ECF 4; No. 25-12616, ECF 4; No. 25-12617, ECF 4; No. 25-12618, ECF 4; No. 25-12619, ECF 4; No. 25-12620, ECF 4; No. 25-12621, ECF 4; No. 25-12622, ECF 5; No. 25-12623, ECF 4; No. 25-12624, ECF 4; No. 25-12625, ECF 4; No. 25-12626, ECF 4; No. 25-12627, ECF 4; No. 25-12628, ECF 4; No. 25-12629, ECF 4; No. 25-12630, ECF 4; No. 25-12632, ECF 4; No. 25-12633, ECF 4; No. 25-12634, ECF 4; No. 25-12635, ECF 4; No. 25-12636, ECF 4; No. 25-12637, ECF 4; No. 25-12638, ECF 4; No. 25-12639, ECF 4; No. 25-12640, ECF 4; No. 25-12641, ECF 4; No. 25-12642, ECF 4; No. 25-12644, ECF 4; No. 25-12645, ECF 4; No. 25-12646, ECF 4; No. 25-12647, ECF 4; No. 25-12650, ECF 4; No. 25-12651, ECF 4; No. 25-12652, ECF 4; No. 25-12653, ECF 4; No. 25-12654, ECF 4; No. 25-12655, ECF 4; No. 25-12657, ECF 4; No. 25-12658, ECF 4; No. 25-12659, ECF 4; No. 25-12660, ECF 4; No. 25-12661, ECF 4; No. 25-12663, ECF 4; No. 25-12664, ECF 4; No. 25-12665, ECF 4; No. 25-12667, ECF 4; No. 25-12668, ECF 4; No. 25-12669, ECF 4; No. 25-12670, ECF 4; No. 25-12671, ECF 4; No. 25-12672, ECF 4; No. 25-12673, ECF 4; No. 25-12674, ECF 4; No. 25-12675, ECF 4; No. 25-12676, ECF 4; No. 25-12677, ECF 4; No. 25-12678, ECF 4; No. 25-12679, ECF 4; No. 25-12680, ECF 4; No. 25-12681, ECF 4; No. 25-12682, ECF 4; No. 25-12683, ECF 4; No. 25-12684, ECF 4; No. 25-12685, ECF 4; No. 25-12686, ECF 4; No. 25-12687, ECF 4; No. 25-12688, ECF 4; No. 25-12689, ECF 4; No. 25-12690, ECF 4; No. 25-12691, ECF 4; No. 25-12692, ECF 4; No. 25-12693, ECF 4; No. 25-12694, ECF 4; No. 25-12695, ECF 4; No. 25-12696, ECF 4; No. 25-12697, ECF 4; No. 25-12698, ECF 4; No. 25-12699, ECF 5; No. 25-12700, ECF 4; No. 25-12701, ECF 4; No. 25-12702, ECF 4; No. 25-12703, ECF 4; No. 25-12704, ECF 4; No. 25-12705, ECF 4; No. 25-12706, ECF 4; No. 25-12707, ECF 4; No. 25-12708, ECF 4; No. 25-12709, ECF 4; No. 25-12710, ECF 4; No. 25-12711, ECF 4; No. 25-12712, ECF 4; No. 25-12713, ECF 4; No. 25-12715, ECF 4; No. 25-12716, ECF 4; No. 25-12717, ECF 4; No. 25-12718, ECF 4; No. 25-12719, ECF 4; No. 25-12720, ECF 4; No. 25-12721, ECF 4; No. 25-12723, ECF 4; No. 25-12724, ECF 4; No. 25-12725, ECF 4; No. 25-12726, ECF 4; No. 25-12727, ECF 4; No. 25-12728, ECF 4; No. 25-12729, ECF 3; No. 25-12730, ECF 4; No. 25-12731, ECF 4; No. 25-12732, ECF 4; No. 25-12733, ECF 4; No. 25-12734, ECF 4; No. 25-12735, ECF 4; No. 25-12736, ECF 4; No. 25-12737, ECF 4; No. 25-12738, ECF 4; No. 25-12739, ECF 4; No. 25-12740, ECF 4; No. 25-12741, ECF 4; No. 25-12742, ECF 4; No. 25-12743, ECF 4; No. 25-12744, ECF 4].

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Joint Plan.

B. The following objections to the Joint Plan (together, the "**Objections**"):

- *Argent Institutional Trust Company, as Indenture Trustee's, Motion to Dismiss Bankruptcy Case* [ECF 4158] (the "**Bond Trustee's Preliminary Objection**")[3] and *Argent Institutional Trust Company, as Indenture Trustee's Objection to Confirmation of the Fifth Amended Joint Chapter 11 Plan of Reorganization for the Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of October 27, 2025* [ECF 4564] (the "**Bond Trustee's Objection**," and together with the Bond Trustee's Preliminary Objection, the "**Bond Trustee's Objections**") Filed by Argent Institutional Trust Company, as Indenture Trustee ("**Argent**" or the "**Bond Trustee**");
- *Travelers' Objection to Fifth Amended Joint Chapter 11 Plan of Reorganization for the Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of October 27, 2025* [ECF 4563] ("**Travelers' Objection**") Filed by United States Fidelity & Guaranty Company, affiliate of Travelers Indemnity Company ("**Travelers**"); and
- *United States Trustee's Objection to Confirmation of the Fifth Amended Joint Chapter 11 Plan of Reorganization for the Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors* [ECF 4559] ("**UST's Plan Objection**") Filed by David W. Asbach, Acting United States Trustee for Region 5 (the "**U.S. Trustee**"). The U.S. Trustee also Filed an objection [ECF 4560] (the "**UST's Sale Objection**," and together with the UST's Plan Objection, the "**UST's Objections**") to the *Motion for Entry of Orders Pursuant to Sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving Insurance Settlement Agreements and Policy Buybacks with Certain Insurers and Granting Related Relief* [ECF 4181] (the "**Sale Motion**" or "**Insurance Settlement Motion**").[4]

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[3] Pursuant to the *Order* dated July 22, 2025, [ECF 4162], the Bond Trustee's motion to dismiss was converted to objections to the Plan Proponents' proposed plan of reorganization and continued for consideration with the other contested matters set for trial.

[4] In response to the UST's Objections, certain Settling Insurers filed *The Catholic Mutual Relief Society of America's Joinder and Brief in Support of Insurance Settlements and Buybacks* [ECF 4628], the *U.S. Fire Insurance Company's and International Insurance Company's Memorandum of Law in Support of the 9019/363 Motion* [ECF 4632], the *SPARTA Insurance Company's Statement in Support of the Fifth Amended Joint Chapter 11 Plan and the Motions for Orders Approving Insurance Settlement Agreements and Policy Buybacks* [ECF 4633], the *Twin City Fire Insurance Company's and First State Insurance Company's Joinder in U.S. Fire Insurance Company's and International Insurance Company's Memorandum of Law in Support of the 9019/363 Motion* [ECF 4635], and *National Union Fire Insurance Company of Pittsburgh, Pa.'s Joinder in Support of the Sixth Amended Joint Chapter 11 Plan and the Motion to Approve Insurance Settlement Agreements and Policy Buybacks* [ECF 4643]. The Insurance

Having considered the pleadings, the matters judicially noticed under Rule 201 of the Federal Rules of Evidence, the testimony presented at the Confirmation Hearing, the exhibits introduced into evidence at the Confirmation Hearing, the record of the Chapter 11 Cases,[5] the arguments of counsel, and the withdrawal of the Bond Trustee's Objections and the UST's Objections, the Court finds that: (1) adequate notice of the Confirmation Hearing and the time for filing objections to confirmation of the Joint Plan was provided to all holders of Claims and other parties-in-interest entitled to receive such notice under the Bankruptcy Code and Bankruptcy Rules, including the Bondholders, and no other or further notice of the Confirmation Hearing or confirmation of the Joint Plan is necessary or required; (2) the Plan Proponents have satisfied the applicable requirements of section 1129 of the Bankruptcy Code by a preponderance of the evidence; (3) Travelers' Objection, to the extent not otherwise resolved, should be overruled; and (4) the Joint Plan should be confirmed for the following reasons:[6]

A. Jurisdiction and Venue: This Court Has Jurisdiction Over the Chapter 11 Cases, and Venue of the Chapter 11 Cases Is Appropriate in this Court

1. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. The Chapter 11 Cases have been referred to the Court pursuant to 28 U.S.C. § 157(a), and an order of reference in this District. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Joint Plan is a "core" proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O), and this Court has exclusive jurisdiction to determine whether the Joint Plan complies

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Settlement Motion was approved separately by the Insurance Settlement Orders, dated November 26, 2025, [ECF 4720, 4721, 4722, 4723, 4724, & 4725].

[5] The Court takes judicial notice of the dockets of the Chapter 11 Cases (including adversary proceedings within the Chapter 11 Cases) pursuant to Fed. R. Evid. 201.

[6] The Court reserves the right to supplement this Order with a written opinion and/or additional findings of fact and conclusions of law.

with the applicable provisions of the Bankruptcy Code and whether it should be confirmed. The Court has both statutory and constitutional authority to enter a final order confirming the Joint Plan.

B. Section 1129(a)(1) of the Bankruptcy Code: The Joint Plan Complies with Applicable Provisions of the Bankruptcy Code

2. Under § 1129(a)(1) of the Bankruptcy Code, a plan must comply with the applicable provisions of the Bankruptcy Code, particularly the requirements of §§ 1122 and 1123 of the Bankruptcy Code governing classification of claims and contents of a plan, respectively. The Joint Plan complies with the requirements of §§ 1122 and 1123 of the Bankruptcy Code, as well as other applicable provisions.

Section 1122: The Joint Plan's Classification Structure Is Proper.

3. The Claims in each Class are substantially similar to the other Claims in such Class, and all substantially similar Claims have been placed in the same Class except where valid business or legal reasons warrant separate classification. The classification structure of the Joint Plan is rational, is supported by adequate business reasons, and complies with § 1122 of the Bankruptcy Code and the guidelines established by the Fifth Circuit.

Section 1123(b): The Joint Plan's Content Is Proper.

Mandatory Provisions

4. Section 1123(a) of the Bankruptcy Code sets forth seven requirements that a plan must satisfy. Except for one requirement not applicable to the Debtor or Additional Debtors,[7] the Joint Plant satisfies each applicable requirement:

- Section 1123(a)(1). The Joint Plan designates Classes of Claims.

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[7] Section 1123(a)(6) is not applicable to the Debtor or Additional Debtors because they are non-profit entities that do not issue equities as defined in the Bankruptcy Code.

- Section 1123(a)(2). The Joint Plan specifies whether each Class of Claims is Impaired or Unimpaired.
- Section 1123(a)(3). The Joint Plan specifies the treatment of each Class of Claims that is Impaired.
- Section 1123(a)(4). Except as otherwise agreed to by a holder of a particular Claim, the opportunity for recovery for holders of each Claim in each Class is the same as the opportunity for recovery for all holders in such Class.
- Section 1123(a)(5). Section 1123(a)(5) of the Bankruptcy Code provides a non-exclusive list of ways a debtor can provide adequate means of implementing a plan. The Joint Plan provides for:
    - retention by the Debtor and Additional Debtors of property of their Estates consistent with § 1123(a)(5)(A);
    - transfers of property consistent with § 1123(a)(5)(B), including:
        - $65,000,000 in Cash by the Debtor to the Settlement Trust;
        - $60,000,000 in Cash by the Additional Debtors and $5,000,000 in Cash by the Non-Debtor Catholic Entities to 1793 Group, which in turn will transfer such consideration to the Settlement Trust;
        - Execution and delivery of the First Settlement Trust Promissory Note and the Second Settlement Trust Promissory Note in accordance with § 5.3 of the Joint Plan;
        - Payment of the Bond Claims as set forth in § 4.6 of the Joint Plan; and
        - All rights related to the Non-Settling Insurance Rights Transfer to the Settlement Trust;
    - sale and buyback of the Settling Insurers' Policies, free and clear of all Claims and Interests (as defined in each Insurance Settlement Order), for the aggregate sum of $29,275,000, consistent with §§ 363(f) and 1123(a)(5)(D);
    - satisfaction of Secured Claims consistent with § 1123(a)(5)(E);
    - execution of the Amended Bond Documents consistent with § 1123(a)(5)(F); and
    - other means of implementation, including:
        - the establishment of the Settlement Trust for the benefit of Abuse Claimants;
        - the vesting of the Settlement Trust Assets in the Settlement Trust;
        - the appointment of the Settlement Trustee;
        - the creation of the Settlement Trust Advisory Committee;
        - the implementation of the Non-Monetary Plan Provisions;

- the appointment of the Abuse Claims Reviewer;
- the settlement of certain Claims;
- sources of consideration for distributions, including the Settling Insurers' Settlement Consideration;
- the Abuse Claims reconciliation process through the Settlement Trust;
- the reservation and retention of Preserved Estate Causes of Action and Defenses;
- the continued corporate existence of the Debtor and Additional Debtors;
- the effectuation of documents and further transactions;
- the § 1146 exemption from certain taxes and fees; and
- means for closing these Chapter 11 Cases.

- Section 1123(a)(7). The Joint Plan provisions governing the manner of selection of any officer, director, or manager under the Joint Plan are consistent with applicable state law, the Bankruptcy Code, the interests of creditors, and public policy.

Permissive Provisions

5. The Joint Plan includes numerous permissive provisions that are consistent with § 1123(b) of the Bankruptcy Code, including:

- Section 1123(b)(1). The Joint Plan impairs certain Classes and leaves other Classes unimpaired. All Impaired and Unimpaired Classes are receiving appropriate treatment under the Joint Plan.
- Section 1123(b)(2).
  - Section 10.1 of the Joint Plan provides that this Confirmation Order will constitute an Order, effective as of the Effective Date, approving the assumption of each Executory Contract and Unexpired Lease that is not listed on the Rejection Schedule, including, but not limited to, each Executory Contract and Unexpired Lease that is listed on the Assumption and Cure Schedule.
  - Notwithstanding the foregoing, in accordance with Section 10.8 of the Joint Plan, the Parish Service Agreements, the Temporalities Manual, and all oral agreements between the Archdiocesan Parishes and the Archdiocese will be neither assumed nor rejected under § 365 of the Bankruptcy Code and will instead pass through and be treated on and after the Effective Date for all purposes as if the Archdiocese's Chapter 11 Case and the Additional Debtors' Chapter 11 Cases had never been Filed.

  - Section 10.8 of the Joint Plan further provides that all Executory Contracts and Unexpired Leases of the Additional Debtors will be neither assumed nor rejected and will instead pass through the bankruptcy.

- Section 1123(b)(3)(A). The Joint Plan provides that the Debtor and Reorganized Archdiocese irrevocably and unconditionally, without limitation, release, acquit, forever discharge, and waive any and all (a) Single Business Enterprise Claims, (b) Avoidance Actions against the Additional Debtors or the Non-Debtor Catholic Entities, and (c) Claims or Causes of Action asserted in the Portfolios Adversary Proceeding.

- Section 1123(b)(3)(B).

  - The Joint Plan provides for the creation of the Settlement Trust that will serve as a representative of the Debtor and Additional Debtors in: (a) assuming responsibility for the liabilities of the Debtor and Additional Debtors for the Abuse Claims within the limitations set out in the Joint Plan and as permitted under applicable bankruptcy law; and (b) receiving, liquidating, and distributing Settlement Trust Assets in accordance with the Joint Plan and Settlement Trust Documents. The Joint Plan expressly reserves for the Settlement Trust the Non-Settling Insurance Rights.

  - The Joint Plan reserves to the Reorganized Archdiocese and Reorganized Additional Debtors the right to offset Estate Causes of Action against Non-Abuse Claims.

  - The Joint Plan reserves to the Reorganized Archdiocese and the Reorganized Additional Debtors any and all rights, Claims, Estate Causes of Action, defenses, and counterclaims of, or accruing to, the applicable Debtor, Reorganized Archdiocese, Additional Debtor, or Reorganized Additional Debtors, whether or not litigation relating thereto is pending on the Effective Date, except as set forth in the Joint Plan or the Insurance Settlement Orders, including any types of Preserved Estate Causes of Action described in Plan Supplement § 12.12(a), and as to the Additional Debtors and Reorganized Additional Debtors, any types of Preserved Estate Causes of Action described in Plan Supplement § 12.12(b).[8]

- Section 1123(b)(6). The Joint Plan includes other appropriate provisions that are not inconsistent with the Bankruptcy Code:

  - Section 12.2: Discharge of Debtor and Additional Debtors;

  - Section 12.3: Exculpation Provisions;

  - Section 12.4: Channeling Injunction Regarding Abuse Claims against Protected Parties and Settling Insurers;

[8] For the avoidance of doubt, Preserved Estate Causes of Action do not include Claims or Causes of Action against the Settling Insurers.

- Section 12.5: Supplemental Settling Insurers' Injunction;
- Section 12.6: Injunction against Interference with the Joint Plan;
- Section 12.7: General Settlement of Claims;
- Section 12.8: Gatekeeper Injunction;
- Section 12.9: Exceptions to Exculpation, Injunction, and Release Provisions;
- Section 12.10: Debtor's Settlement of Certain Claims; and
- Section 12.15: Ratification of Sale Injunction.

6. The injunctions, releases, and exculpations set forth in the Joint Plan, including without limitation those detailed in § 12 thereof: (a) are fair and equitable and were given for valuable consideration; (b) are in the best interests of the Debtor, the Additional Debtors, and all parties-in-interest; (c) are appropriate and consistent with the Bankruptcy Code and applicable law; (d) are hereby approved and authorized in all respects; and (e) shall be, and hereby are, immediately effective and binding on all persons and Entities on and after the Effective Date, as and to the extent set forth in the Joint Plan, without further order or action of this Court or any other party. The Joint Plan's compliance with applicable law relating to settlements, releases, exculpations, and injunctions, is discussed in more detail below.

<u>The Discharge of the Debtor and Additional Debtors Is Appropriate, and the Discharge Injunction Is Approved.</u>

7. The Joint Plan expressly provides for discharge of the Debtor and Additional Debtors to the fullest extent provided by § 1141 of the Bankruptcy Code and provides for an injunction to enforce the discharge provisions of the Joint Plan consistent with § 524 of the Bankruptcy Code. The discharge provisions and related injunctive relief are approved.

<u>The Joint Plan Exculpations and Limitation of Liability Provisions Are Approved.</u>

8. The Joint Plan contains Exculpations of the Exculpated Parties.

9. The Debtor and Additional Debtors have acted in good faith within the meaning of §§ 1125(e) and 1129(a)(3) of the Bankruptcy Code. Accordingly, the Exculpated Parties are eligible for exculpatory relief.

10. The Exculpations represent a critical component of the Joint Plan, are narrowly tailored to protect the Exculpated Parties from inappropriate litigation based on the Chapter 11 Cases, and do not release any claim based on any act or omission that constitutes bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct and exclude the fines or any other penalties set forth in the *Memorandum Opinion and Order* entered by this Court on October 11, 2022, [ECF 1844]. The Exculpations are consistent with applicable Fifth Circuit case law. Accordingly, the Exculpations are appropriate and are approved.

<u>The Injunctions Are Appropriate and Are Approved.</u>

11. The Joint Plan has been accepted by substantially all voting holders of Known Abuse Claims and by the Unknown Abuse Claims Representative on behalf of all holders of Unknown Abuse Claims. In addition, no Creditor objected to the Injunctions in the Joint Plan.

12. The Channeling Injunction is an integral part of the Joint Plan and essential to its consummation and implementation. The Channeling Injunction is narrowly tailored to prevent the assertion of Abuse Claims against any Protected Party or Settling Insurer (who, by virtue of the Settling Insurers' Settlement Consideration will have no further liability). The Channeling Injunction does not bar any Claims against Non-Settling Insurers. Consequently, the Channeling Injunction is not a non-consensual release by Abuse Claimants against third parties.

13. The Supplemental Settling Insurers' Injunction is an integral part of the Joint Plan, essential to the consummation and implementation of the Joint Plan, and narrowly tailored to

effectuate the provisions of the Joint Plan.[9] The Supplemental Settling Insurers' Injunction provides the Settling Insurers appropriate protections to effectuate the complete sale and buyback of the Purchased Property pursuant to § 363(f) of the Bankruptcy Code and is appropriate to effectuate the settlements with the Settling Insurers, which satisfy the standards of Bankruptcy Rule 9019.

14. The Gatekeeper Injunction is an integral part of the Joint Plan, essential to the consummation and implementation of the Joint Plan, and narrowly tailored to effectuate the provisions of the Joint Plan. The Gatekeeper Injunction provides any Exculpated Party and any other party protected by an Injunction or other Court Order (including any Settling Insurer) appropriate protections to prevent collateral attacks on the Joint Plan and Insurance Settlement Agreements, and to ensure that Claims and Causes of Action related to the Chapter 11 Cases are properly brought in the appropriate forum.

<u>The Settlements and Compromises Embodied in the Joint Plan Are Integral Components of the Joint Plan and Are Approved.</u>

15. The Joint Plan provides that pursuant to § 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, injunctions, and other benefits provided under the Joint Plan, upon the Effective Date, the provisions of the Joint Plan shall constitute a good faith compromise and settlement of all Claims, Causes of Action, and controversies resolved pursuant to the Joint Plan and the Insurance Settlement Agreements incorporated therein. Similarly, the Joint Plan identifies the settlement of additional claims, such as any and all (a) Single Business Enterprise Claims, (b) Avoidance

[9] The Purchased Property, as defined and described within each respective Insurance Settlement Agreement, is subject to the *in rem* jurisdiction of this Court over the Estates.

Actions against the Additional Debtors or the Non-Debtor Catholic Entities, and (c) Claims or Causes of Action asserted in the Portfolios Adversary Proceeding. The Joint Plan also incorporates the settlements reached with the Settling Insurers pursuant to the Insurance Settlement Agreements.

16. The settlements and compromises embodied in the Joint Plan satisfy all applicable standards and are approved.

- First, they are in the best interest of the Estates of the Debtor and the Additional Debtors and an appropriate exercise of the Debtor's and Additional Debtors' business judgment.
- Second, the settlements are integral to the Joint Plan and essential for its consummation and implementation as the settlements are part of the consideration for the sizeable Joint Plan funding contributions by the Non-Debtor Catholic Entities. Indeed, the Settlement with the Settling Insurers provides almost $30 million for creditors.
- Third, the probability of success on the merits is mixed and dependent on the claims at issue. Nevertheless, the history of the Chapter 11 Cases demonstrates that further litigation of various Claims and Causes of Action not settled through the Joint Plan would be bitter, protracted (including likely appeals), and expensive and would involve complex issues of forensic accounting, insurance law, and many other areas of law. The Joint Plan resolves key disputed matters, including the Portfolios Adversary Proceeding, how much of the Portfolios are Estate property, and coverage disputes with Settling Insurers.
- Fourth, the fact that the Survivors' Committee is a Plan Proponent demonstrates the paramount views of the largest class of creditors have been taken into consideration. This is also evidenced by the Abuse Claimants' overwhelming vote in favor of the Joint Plan.
- Fifth, the Joint Plan is the product of extensive good-faith negotiations between and among a variety of constituents, including the Survivors' Committee, Certain Abuse Survivors' Counsel, the Settling Insurers, the Bond Trustee, and the Commercial Committee.

<u>The Joint Plan Releases Are Approved.</u>

17. Similar to the reasons stated above regarding the Joint Plan's settlements, the releases under the Joint Plan are both fair and equitable and in the best interest of the estate. Additionally, the releases comply with the standards for approving settlements under Bankruptcy Rule 9019, taking

into consideration the probability of success of litigation (with due consideration for the uncertainty in fact and law); the complexity and likely duration of the litigation and any attendant expense, inconvenience, and delay, including the difficulties, if any, to be encountered in the matter of collection; the paramount interest of the creditors and a proper deference to their respective views; the extent to which the settlement is truly the product of arm's-length bargaining and not fraud or collusion; and all other factors bearing on the wisdom of the compromise.

18. Moreover, the releases here are not third-party releases but releases by the Debtors and Additional Debtors of Estate Causes of Action. Third parties are not being asked to release the Non-Debtor Catholic Entities. Additionally, the consensual releases are specific in language, integral to the Joint Plan, a condition of settlement, and given for consideration that does not violate the Bankruptcy Code.

<u>The Indemnification and Judgment Reduction Provisions of the Joint Plan Are Approved.</u>

19. The indemnification and reimbursement provisions in the Joint Plan, including without limitation § 6.7, are hereby approved and are binding in all respects.

20. Section 6.9 of the Joint Plan is specifically approved and authorized by the Court as necessary and appropriate.

C. Section 1129(a)(2): The Plan Proponents Have Complied with the Bankruptcy Code

21. Section 1129(a)(2) of the Bankruptcy Code requires that plan proponents comply with the applicable provisions of the Bankruptcy Code and focuses on the conduct of the plan proponent in seeking confirmation of that plan, particularly the disclosure and solicitation requirements under §§ 1125 and 1126 of the Bankruptcy Code. The Plan Proponents have complied with §§ 1125 and 1126 of the Bankruptcy Code as well as the Disclosure Statement Order and, therefore, have satisfied the requirement of § 1129(a)(2) of the Bankruptcy Code.

D. Section 1129(a)(3): The Joint Plan Has Been Proposed in Good Faith and Not by Any Means Forbidden by Law

22. Section 1129(a)(3) of the Bankruptcy Code requires that a plan be "proposed in good faith and not by any means forbidden by law." The Joint Plan was proposed with the legitimate and honest purpose to reorganize and has a reasonable hope of success. Considering the totality of the circumstances and the Bankruptcy Code's fresh start principles, the Joint Plan has been proposed in good faith because it bears some relationship to the Bankruptcy Code's objective of reviving a financially troubled entity. Additionally, the history of this case supports the good-faith factor. The fact that the Debtor Filed an earlier plan (and the fact that the Survivors' Committee Filed a competing plan) support the notion that negotiations were protracted, extensive, and hard fought. The fact that the Debtor and Additional Debtors succeeded in crafting a plan following years of contention that was not only agreeable to the Survivors' Committee, but to which it is now a co-proponent, is remarkable.

23. Finally, the Joint Plan was not proposed by any means forbidden by law, and indeed, is in full compliance with the Bankruptcy Code and applicable non-bankruptcy law.

24. Accordingly, the Plan Proponents have satisfied § 1129(a)(3) of the Bankruptcy Code.

E. Section 1129(a)(4): The Joint Plan Provides that Professional Fees and Expenses Are Subject to Court Approval

25. Consistent with § 1129(a)(4) of the Bankruptcy Code, the Joint Plan provides that all payments for professional services provided to the Debtors and Additional Debtors during these Chapter 11 Cases prior to entry of this Confirmation Order must be approved by the Court as reasonable. Moreover, the Joint Plan provides that all fees of retained professionals must be approved by the Court pursuant to final fee applications, to be Filed no later than the Professional Fee Claims Bar Date, which is forty-five (45) days after the Effective Date, thereby providing an

adequate period of time for interested parties to review such Professional Fee Claims. Accordingly, the Joint Plan complies with the requirements of § 1129(a)(4) of the Bankruptcy Code.

F. Section 1129(a)(5): The Plan Proponents Have Disclosed All Necessary Information Regarding Directors, Officers, and Insiders

26. In accordance with § 1129(a)(5) of the Bankruptcy Code, Joint Plan Supplements §§ 5.7(a) and 5.7(b) disclose the identities and affiliations of the persons proposed to serve as directors and officers of the Reorganized Debtor and Reorganized Additional Debtors, respectively, on and after the Effective Date. The continuance of such officers and directors is in the interests of creditors as such officers and directors will bring to bear institutional knowledge that will benefit the Reorganized Debtor and Reorganized Additional Debtors in implementing the Joint Plan and pursuing future operations. As for public policy, retaining the officers and directors is consistent with the free exercise of religion clause of the First Amendment to the United States Constitution.

27. As reflected in Plan Supplement § 5.7(a), Most Rev. James F. Checchio, J.C.D., was recently appointed as the Coadjutor Archbishop to assist the current Archbishop, Most Rev. Gregory M. Aymond, D.D., with the transition of leadership. Bishop Checchio, who has experience addressing sexual abuse issues, will replace Archbishop Aymond shortly after the Effective Date.

28. In connection with the Settlement Trust, as successor to the Debtor and the Additional Debtors as set forth in the Joint Plan, the Settlement Trust Agreement has been Filed, and the identity and qualifications of the Settlement Trustee, Donald C. Massey, have been disclosed, have not been objected to by any Creditors or other parties in interest, and are consistent with the best interests of the Abuse Claimants.

29. Accordingly, the Joint Plan satisfies the requirements under § 1129(a)(5) of the Bankruptcy Code.

G. Section 1129(a)(6): The Joint Plan Does Not Contain Any Rate Changes

30. Because the Debtor and Additional Debtors are not subject to government regulation, the Joint Plan does not provide for any rate changes, and § 1129(a)(6) is inapplicable to the Chapter 11 Cases.

H. Section 1129(a)(7): The Joint Plan Satisfies the Best Interests Test

31. Section 1129(a)(7) of the Bankruptcy Code requires that each individual holder of an impaired claim has either accepted the plan or will receive or retain property having, as of the effective date of the plan, a present value of not less than what such holder would receive if the debtor were liquidated under chapter 7 of the Bankruptcy Code at that time—commonly referred to as the "best interests" test.

32. The Plan Proponents have demonstrated that the best interests test is overwhelmingly satisfied. Creditors will receive more under the Joint Plan than they would receive in a hypothetical chapter 7 case because substantial sums outside of the Estates are being contributed under the Joint Plan that would not be available in a chapter 7 case.

I. Section 1129(a)(8): The Joint Plan Is Confirmable Notwithstanding Section 1129(a)(8) of the Bankruptcy Code

33. Section 1129(a)(8) of the Bankruptcy Code requires that each class of claims or interests must either accept a plan or be unimpaired under a plan.

34. Holders of Claims in Classes 1 (Other Priority Claims), 2 (Secured Claims), 9 (Unsecured Trade Claims—Additional Debtors), and 10 (Additional Debtors' Non-Trade Unsecured Claims—Additional Debtors) are Unimpaired and, therefore, conclusively presumed to accept the Joint Plan pursuant to §§ 1126(f) and 1126(g) of the Bankruptcy Code. Holders of

Claims in Class 5 (Non-Insurer Contribution Claims) are Impaired and thus deemed to have rejected the Joint Plan pursuant to § 1126(g) of the Bankruptcy Code.

35. While the Joint Plan does not satisfy the requirements of § 1129(a)(8) of the Bankruptcy Code, as discussed more fully below, the Plan Proponents have satisfied the requirements under § 1129(b) of the Bankruptcy Code and may obtain confirmation of the Joint Plan notwithstanding the deemed rejection by Class 5.

J. Section 1129(a)(9): The Joint Plan Provides for Payment in Full of All Allowed Priority Claimants

36. Section 1129(a)(9) of the Bankruptcy Code requires that claims entitled to priority under § 507(a) of the Bankruptcy Code be paid in full in cash unless the holders thereof agreed to a different treatment with respect to such claims.

37. The Joint Plan provides that Allowed Administrative Claims against the Debtor and Additional Debtors shall be paid (unless otherwise agreed) Cash in an amount equal to the Allowed amount of such Claim within the later of fifteen (15) days after (i) the Effective Date and (ii) the date on which such Administrative Claim becomes an Allowed Administrative Claim.

38. The Joint Plan provides that (unless otherwise agreed) each Creditor holding an Allowed Administrative Trade Claim against the Debtor and/or any Additional Debtors will be paid by the applicable Reorganized Archdiocese or Reorganized Additional Debtor pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Trade Claim.

39. The Joint Plan provides that (unless otherwise agreed) each Creditor holding an Allowed Priority Tax Claim against the Debtor and/or any Additional Debtors will be paid by the applicable Reorganized Archdiocese or Reorganized Additional Debtor in full, in Cash, within fifteen (15) days from the later of (a) the Effective Date, and (b) the date such Claim becomes an Allowed Priority Tax Claim.

40. Finally, the Joint Plan provides that, within fifteen (15) days from the Effective Date, the Reorganized Archdiocese and Reorganized Additional Debtors will pay, in full, in Cash, any fees due and owing to the U.S. Trustee as of the Confirmation Date.

41. Consequently, the Joint Plan complies with § 1129(a)(9).

K. Section 1129(a)(10): At Least One Class of Impaired Claims Has Accepted the Joint Plan

42. Section 1129(a)(10) of the Bankruptcy Code requires the affirmative acceptance of the Joint Plan by at least one class of impaired claims, "determined without including any acceptance of the plan by any insider." With the exception of Class 6, all Impaired Classes that are Voting Classes have voted to accept the Joint Plan, even excluding acceptances by any insiders in such Classes. In addition, the Bond Trustee has, at the direction of the beneficial holders of a majority in aggregate principal amount of the Bonds outstanding, withdrawn the Bond Trustee's Objections and agreed to the treatment of the Bond Claims as set forth in § 4.6 of the Joint Plan. Withdrawal of the Bond Trustee's Objections was negotiated with the Plan Proponents in good faith and was a fair and reasonable exercise of the Bond Trustee's business judgment, and fair consideration was given for such withdrawal. Thus, the Joint Plan satisfies § 1129(a)(10) of the Bankruptcy Code.

L. Section 1129(a)(11): The Joint Plan Is Feasible

43. Section 1129(a)(11) of the Bankruptcy Code requires the Court to find that the Joint Plan "is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan . . . ." Section 1129(a)(11) codifies what is typically referred to as the "feasibility" test.

44. Under a plurality of factors, the Joint Plan is feasible:

- <u>Adequacy of capital structure</u>. The Plan Proponents have demonstrated that the Debtor and Additional Debtors will be able to fund the Joint Plan without the need for further liquidation or restructuring, while providing for retention of assets for a cushion against unexpected future contingencies.

- Earning power of the business. While the Debtor and Additional Debtors are not a "business" in the traditional sense, they can acquire cash and property, in part through charitable contributions that are likely to increase upon their exit from bankruptcy.
- Economic conditions. The economic conditions at the time the Debtor Filed the Archdiocese's Chapter 11 Case have improved because the COVID pandemic has largely subsided. Also, the most recent figures from the United States Bureau of Economic Analysis state that United States GDP increased at an annual rate of 3.8% in the second quarter of 2025 (the latest statistics available).
- Ability of Management. Management of the Debtor and Additional Debtors are uniquely equipped by education and calling to continue their various ministries.
- Probability of Continuation of the Same Management. As reflected in Plan Supplement § 5.7(a), Most Rev. James F. Checchio, J.C.D., was recently appointed as the Coadjutor Archbishop to assist the current Archbishop, Most Rev. Gregory M. Aymond, D.D., with the transition of leadership. Bishop Checchio, who has experience addressing sexual abuse issues, will replace Archbishop Aymond shortly after the Effective Date.

45. Accordingly, the Joint Plan satisfies the feasibility requirements of § 1129(a)(11) of the Bankruptcy Code. Confirmation is not likely to be followed by a liquidation or further restructuring.

M. Section 1129(a)(12): All Statutory Fees Have Been or Will Be Paid

46. Section 1129(a)(12) of the Bankruptcy Code requires the payment of "[a]ll fees payable under section 1930 of title 28, as determined by the court at the hearing on confirmation of the plan." Section 507 of the Bankruptcy Code provides that "any fees and charges assessed against the estate under [section 1930] of title 28" are afforded priority as administrative expenses. In accordance with these provisions of the Bankruptcy Code, the Joint Plan provides that all fees due and payable pursuant to section 1930 of title 28 of the United States Code, shall be paid within fifteen (15) days from the Effective Date. Accordingly, the Joint Plan satisfies § 1129(a)(12).

N. Section 1129(a)(13) Is Satisfied

47. Section 1129(a)(13) of the Bankruptcy Code requires that a plan provide "for the continuation after its effective date of payment of all retiree benefits." The Joint Plan provides for the payment of retiree benefits and, therefore, satisfies § 1129(a)(13) of the Bankruptcy Code.

O. Sections (a)(14) and (a)(15) Are Not Applicable

48. Section 1129(a)(14) of the Bankruptcy Code relates to the payment of domestic support obligations. The Debtors and Additional Debtors are not subject to any domestic support obligations and, as such, § 1129(a)(14) does not apply.

49. Section 1129(a)(15) of the Bankruptcy Code applies only in cases in which the debtor is an "individual" (as that term is defined in the Bankruptcy Code). The Debtor and Additional Debtors are not "individuals" and, accordingly, § 1129(a)(15) is inapplicable.

P. Section 1129(a)(16) Is Satisfied

50. Section 1129(a)(16) of the Bankruptcy Code conditions confirmation of a plan on all transfers contemplated thereby being made in accordance with applicable non-bankruptcy law that governs "the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust."

51. The Debtor and Additional Debtors are not a moneyed, business, or commercial corporation and, accordingly, § 1129(a)(16) is applicable. But to the extent there are any transfers of property made pursuant to the Joint Plan, such transfers will be made in accordance with applicable non-bankruptcy law. The sale of the Affordable Housing Facilities is not a sale by the Debtor or Additional Debtors. Notice of the Joint Plan has been served on the Attorney General of the State of Louisiana. Therefore, the provisions of § 1129(a)(16) are satisfied.

Q. The Joint Plan Satisfies "Cram Down" Requirements Under § 1129(b) of the Bankruptcy Code for Non-Accepting Classes

52. Class 5 is deemed to have rejected the Joint Plan, and Class 6 is the only Impaired Class that voted to reject the Joint Plan. But as stated above, the Bond Trustee has withdrawn the Bond Trustee's Objections and agreed to the treatment of the Bond Claims as set forth in § 4.6 of the Joint Plan. For the reasons stated below, the Joint Plan satisfies all applicable standards under § 1129(b) of the Bankruptcy Code.

No Unfair Discrimination

53. Section 1129(b)(1) of the Bankruptcy Code prohibits unfair discrimination of claims of equal legal priority.

54. The Joint Plan does not unfairly discriminate against claims of equal legal priority. First, legitimate business reasons exist not only for separate classification but also separate treatment between classes of equal priority. Second, the Plan Proponents have acted in good faith in allocating estate and non-estate assets across multiple classes of Claims, even if it results in some discrimination, such as contributions to the Joint Plan being made by entities outside of the Estates who are unwilling to fund any claims other than Abuse Claims. Third, for the same reasons, without the discrimination generated by the contribution of non-Estate property to select classes, the Plan Proponents are unlikely to confirm a plan. Fourth, while there is disparate treatment among classes of equal priority, no class that considers itself discriminated against is receiving less than it would in a hypothetical chapter 7 case, and with respect to Class 6, the Bond Trustee has withdrawn the Bond Trustee's Objections and agreed to the treatment of the Bond Claims as forth in § 4.6 of the Joint Plan. The Joint Plan does not discriminate unfairly.

Fair and Equitable

55. The Joint Plan satisfies the "fair and equitable" requirement of § 1129(b) of the Bankruptcy Code[10] in light of the evidence presented at the Confirmation Hearing and based on the criteria described in this Confirmation Order, including the fact that the Joint Plan is feasible and that the Bond Trustee has withdrawn the Bond Trustee's Objections and is no longer objecting to the treatment of the Bond Claims as set forth in § 4.6 of the Joint Plan.

R. Section 1129(c): The Joint Plan Is the Only Plan Before the Court

56. Section 1129(c) of the Bankruptcy Code provides that the Court may confirm only one plan. For purposes of § 1129(c), the Joint Plan is the only plan currently before the Court. Accordingly, § 1129(c) is satisfied.

S. Section 1129(d): The Principal Purpose of the Joint Plan Is Not Avoidance of Taxes

57. The principal purpose of the Joint Plan is not the avoidance of taxes or the avoidance of § 5 of the Securities Act. Consequently, the Joint Plan satisfies the requirements of § 1129(d) of the Bankruptcy Code.

T. Section 1129(e): Inapplicable Provisions

58. The provisions of § 1129(e) of the Bankruptcy Code apply only to "small business cases" as defined therein. The Chapter 11 Cases are not "small business cases." Accordingly, § 1129(e) of the Bankruptcy Code is inapplicable.

U. Cause Exists to Waive Any Stay of this Confirmation Order

59. Under the circumstances, good cause exists for waiving the stays imposed by operation of Bankruptcy Rules 3020(e) and 6004(h) to permit the Plan Proponents to consummate

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[10] *Bank of N.Y. Tr. Co., NA v. Official Unsecured Creditors' Comm. (In re Pac. Lumber Co.)*, 584 F.3d 229, 244 (5th Cir. 2009).

the Joint Plan and commence implementation immediately after entry of this Confirmation Order. Each day that the Debtors and Additional Debtors remain in chapter 11 causes them to incur significant administrative and professional costs, and waiting until the expiration of fourteen (14) days after entry of this Confirmation Order would otherwise serve no purpose. Moreover, Creditors and other parties in interest need the necessary comfort that once the Joint Plan has gone effective, there is finality on the issues.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

A. The Joint Plan is APPROVED and CONFIRMED in its entirety.

B. The failure to specifically describe or include herein any provision of the Joint Plan shall not diminish or impair the effectiveness of such provision, as the Court intends that the Joint Plan be approved and confirmed in its entirety. Each provision of the Joint Plan shall be deemed authorized and approved hereby and shall have the same binding effect of every other provision of the Joint Plan, whether or not mentioned herein.

C. Pursuant to § 1142 of the Bankruptcy Code, the Plan Proponents and Settlement Trustee are authorized and directed to take all steps and perform such acts as may be necessary to implement and effectuate the Joint Plan, and are further authorized and directed to execute and deliver any instrument and perform any other act that is necessary for consummation of the Joint Plan.

D. This Confirmation Order is effective immediately upon its entry, notwithstanding the 14-day stay imposed by operation of Bankruptcy Rules 3020(e) and 6004(h).

E. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Joint Plan (including the Plan Supplements) will be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtor, the Additional Debtors, the Settling Insurers, Creditors holding Claims, any Covered Parties, and each of their respective successors and assigns, including the Reorganized Archdiocese and Reorganized Additional Debtors.

F. As of the Effective Date, all provisions of the Joint Plan, including all agreements, instruments, and other documents, including, but not limited to the Settlement Trust Documents and the Insurance Settlement Agreements, Filed in connection with the Joint Plan by the Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors will be binding upon the Debtor, Additional Debtors, Estates, Reorganized Archdiocese, Reorganized Additional Debtors, Settling Insurers, Non-Settling Insurers, Creditors holding Claims against the Debtor or any Additional Debtor (including all Abuse Claimants), each such Creditor's respective successors and assigns, and all other Entities that are affected in any manner by the Joint Plan, regardless of whether the Claim of such Creditor is Impaired under the Joint Plan or whether such Creditor has accepted the Joint Plan. Except as otherwise expressly provided in the Joint Plan, all agreements, instruments, and other documents, including, but not limited to, the Settlement Trust Documents and the Insurance Settlement Agreements, Filed in connection with the Joint Plan will be given full force and effect and will bind all Entities referred to therein on and after the Effective Date, whether or not such agreements are actually issued, delivered, or recorded on or after the Effective Date, and whether or not such Entities have actually executed any such agreement.[11]

[11] The Insurance Settlement Agreements (including, without limitation, the releases set forth therein) are binding in all respects upon the Archdiocese Signatory Parties (as defined in the Insurance Settlement Orders) and their Related Parties (as defined in the Insurance Settlement Orders), all of the Archdiocese Bound Parties (as defined in the Insurance Settlement Orders), the Settlement Trust, the Unknown Abuse Claims Representative, and the successors of any of the foregoing, in each case, as set forth in the applicable Insurance Settlement Agreements and Insurance Settlement Order(s) approving same. Without limiting the generality of the foregoing, subject to and upon the occurrence of the Settlement Agreement Effective Date: (a) the releases in each Insurance Settlement Agreement that has been fully consummated and effectuated in accordance with the terms and conditions therein are hereby fully adopted and ratified in all respects; and (b) such releases shall be binding upon the Archdiocese Signatory Parties, their Related Parties, the Archdiocese Bound Parties, the

G. Any Creditor asserting a Professional Fee Claim must File a Fee Application seeking final Allowance of such Professional Fee Claim by no later than the Professional Fee Claims Bar Date, which is forty-five (45) days after the Effective Date.

H. All fees due and payable pursuant to 28 U.S.C. § 1930, shall be paid within fifteen (15) days from the Effective Date.

I. In accordance with § D.1.c of the Non-Monetary Plan Provisions, the Debtor, the Reorganized Debtor, or a designee of the foregoing shall redact the Eligible Documents before transmitting such documents to the Archivist (as defined in the Non-Monetary Plan Provisions). Without the need for further Court approval, the Debtor or the Reorganized Debtor may engage Plugajawea Productions LLC or another Entity acceptable to the Survivors' Committee (if prior to the Effective Date) or the Settlement Trustee (if after the Effective Date) (the "**Redactor**") for purposes of redacting the Eligible Documents, and the Redactor shall be deemed a Permitted Party under Paragraph 14(d) of the Archdiocese Claims Bar Date Order [ECF 461]. For the avoidance of doubt, the Redactor will be paid by the Debtor or the Reorganized Debtor, as applicable.

J. As of the Effective Date, the assumption of Executory Contracts and Unexpired Leases is hereby approved in accordance with § 10.1 of the Joint Plan. Notwithstanding the foregoing, in accordance with § 10.8 of the Joint Plan, the Parish Service Agreements, the Temporalities Manual, and all oral agreements between the Archdiocesan Parishes and the Archdiocese will be neither assumed nor rejected under § 365 of the Bankruptcy Code and will instead pass through and be treated on and after the Effective Date for all purposes as if the Chapter 11 Cases had never been Filed. Additionally, as set forth in § 10.8 of the Joint Plan, all Executory Contracts and Unexpired Leases to

Unknown Abuse Claims Representative, and the Settlement Trust, as and to the extent set forth in the Joint Plan and applicable Insurance Settlement Agreement.

which the Additional Debtors are a counterparty will be neither assumed nor rejected and will instead pass through and be treated on and after the Effective Date for all purposes as if the Chapter 11 Cases had never been Filed.

K. Except as otherwise provided in the Joint Plan, the Debtor and Additional Debtors are expressly discharged to the fullest extent provided by § 1141 of the Bankruptcy Code, and consistent with § 524 of the Bankruptcy Code, the discharge injunctions in the Joint Plan are approved and in full force and effect.

L. Subject to the exceptions contained in the Joint Plan, as of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking the actions identified in the Joint Plan against any Exculpated Party.

M. Subject to any exceptions in the Joint Plan, any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims.

N. The Channeling Injunction set forth in § 12.4 of the Joint Plan is hereby approved:

> **Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in §§ 1141 and 524 of the Bankruptcy Code, and pursuant to §§ 105 and 363 of the Bankruptcy Code:
>
> a. Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts

established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

b. all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting, recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:

i. commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;

ii. enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;

iii. creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;

iv. asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and

v. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

c. The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this § 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this § 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

O. The Supplemental Settling Insurers' Injunction set forth in § 12.5 of the Joint Plan is hereby approved:

Supplemental Settling Insurers' Injunction. Pursuant to §§ 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to § 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

a. commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;

b. enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;

c. creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;

d. asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

P. All Creditors holding Claims are precluded and enjoined from taking any actions to interfere with the implementation and consummation of the Joint Plan.

Q. Pursuant to § 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, Settlement Trust Distributions, releases, and other benefits provided under the Joint Plan, on the Effective Date, the Joint Plan constitutes a good-faith compromise and settlement of any and all Claims and controversies resolved pursuant to the Joint Plan and are approved.

R. The Gatekeeper Injunction set forth in § 12.8 of the Joint Plan is hereby approved:

> **Gatekeeper Injunction.** Subject in all respects to Article 12 and Articles 7.4 and 7.5 of the Joint Plan, no Enjoined Party may assert a Claim or cause of action of any kind or institute any proceeding of any kind against any Exculpated Party or any other party protected by an Injunction or other Court Order (including any Settling Insurer) that arises from or is in any manner related to the Chapter 11 Cases, the negotiation of the Joint Plan, the negotiation of the Insurance Settlement Agreements, the administration of the Joint Plan by the Settlement Trust and the Debtor, or the property to be distributed under the Joint Plan, or transactions in furtherance of the foregoing, without this Court first specifically authorizing the party seeking relief from (i) the discharge granted under the Bankruptcy Code, (ii) the Joint Plan, or (iii) any Injunction or other Court Order to initiate such Claim or cause of action after determining, after Notice and Hearing, and by Final Order, that such party has proven that such Claim or cause of action (a) is a colorable claim; (b) did not arise prior to the Effective Date of the Joint Plan; (c) is owned by such party and not by the Debtor, Additional Debtor, Reorganized Debtors, Settlement Trust, or Settling Insurers and (d) is not subject to an Injunction or other Court Order.
>
> To the extent that a Claim or cause of action is filed against a Covered Party, Settling Insurer, or the Settlement Trust, without this Court authorizing such Claim or cause of action in accordance with the preceding paragraph, the Claim or cause of action shall be deemed a willful violation of the Injunctions contained in the Joint Plan if the Claim or cause of action is not dismissed within 10 days of the lawyer filing such Claim or cause of action being provided notice that the Claim or cause of action is in violation of the Injunctions contained in the Joint Plan and this provision. This Court, for any willful violation of the Injunctions contained in the Joint Plan and this provision, shall assess the attorney filing such Claim or cause of action and the named plaintiff in the Claim or cause of action reasonable legal fees incurred by the party enforcing the respective Injunction and this provision.

S. For the avoidance of doubt, nothing in the Gatekeeper Injunction, the preceding paragraph, or any other paragraph of this Confirmation Order shall impair the rights of a Non-Settling Insurer to bring an Action in any court of competent jurisdiction for a determination or declaration regarding such Non-Settling Insurer's rights and/or obligations to provide coverage under any Non-Settling Insurers' Policies; *provided, however*, the rights of the Debtor, the Additional Debtors, the Non-Debtor Catholic Entities, the Creditors' Committees, the Settling Insurers, the Settlement Trust, or the Abuse Claimants are preserved to: (a) contest the jurisdiction of that court; (b) contest any withdrawal request or motion by a Non-Settling Insurer; or (c) seek a remand to this Court.

T. No exculpation (including the Exculpations), injunction (including the Injunctions), or release provision contained in the Joint Plan or this Confirmation Order will provide any protection or benefit to any Excluded Party.

U. The settlement of certain Claims identified in the Joint Plan is approved in full.

V. The release of certain Avoidance Actions identified in the Joint Plan is approved.

W. The reservation and retention of Preserved Causes of Action and Defenses of the Debtor and Additional Debtors is approved as provided in § 12.12 of the Joint Plan.

X. As provided in the Joint Plan, any and all injunctions or stays arising before the Confirmation Date in accordance with §§ 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

Y. The provisions of the Joint Plan related to Non-Settling Insurers' Policies are approved in full.

Z. The Sale Injunction identified in the Joint Plan, which was entered in the Insurance Settlement Orders independent of the Channeling Injunction and Supplemental Settling Insurer's Injunction, is incorporated by reference, adopted, and ratified in full.

AA. Notwithstanding anything to the contrary in the Joint Plan, the Insurance Settlement Orders, or this Confirmation Order, nothing contained in the Joint Plan, the Insurance Settlement Orders, this Confirmation Order, or any exhibits to the foregoing shall affect the rights of the Diocese of Houma-Thibodaux or its parishes, with respect to occurrence of abuse after March 2, 1977 under policies issued by Travelers, under which the Diocese of Houma-Thibodaux or its parishes is a co-insured, additional insured, named assured, named insured, or otherwise entitled to insurance coverage, which rights are expressly reserved; provided that nothing in this paragraph is intended to, nor shall, impair the effectiveness of any provision of the Joint Plan or any Insurance Settlement Order with respect to the Settling Insurers.

BB. Pursuant to an agreement in principle reached among Travelers, the Plan Proponents, and Certain Abuse Survivors as of December 8, 2025, Travelers shall be a Settling Insurer under the Joint Plan entitled to such protections and rights afforded to Settling Insurers under the Joint Plan, subject in all respects to the definitive terms of a settlement and policy buyback agreement with the Debtors that also relates to the Diocese of Houma-Thibodaux to be filed and approved by this Court.

CC. Except as otherwise provided herein, in the Joint Plan, or in the Insurance Settlement Orders, and expressly excluding the Settlement Trust Assets, on the Effective Date, the Reorganized Debtor and Reorganized Additional Debtors will be vested with all Assets of their respective Estates (excluding the Settlement Trust Assets) free and clear of all Claims, Liens, encumbrances, charges and other Interests and will, thereafter, hold, use, dispose or otherwise deal with such property, operate their businesses, and conduct ministries and mission without notice to any Entity, without supervision or approval by the Court and free of any restrictions imposed by the Bankruptcy Code or by the Court.

DD. Under § 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Joint Plan are not be subject to any document, recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment in the United States, and the appropriate state or local governmental officials or agents are directed herein to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

EE. Upon entry of this Confirmation Order, the Settlement Trust shall be established in accordance with Settlement Trust Documents. On and after the Effective Date, the Settlement Trust shall be vested with the Settlement Trust Assets, and the Settlement Trust be administered and implemented by the Settlement Trustee as provided in the Settlement Trust Documents and the Joint Plan. The Settlement Trust shall be funded with the Settlement Trust Assets subject to and in accordance with the Joint Plan.

FF. On the Effective Date, the Settlement Trustee shall implement the Allocation Protocol in accordance with the terms of the Settlement Trust Documents. The Allocation Protocol was developed by the Survivors' Committee and was not developed by, or submitted for the approval of, any of the Protected Parties, the Settling Insurers, or the Non-Settling Insurers, nor are the Protected Parties, the Settling Insurers, or the Non-Settling Insurers deemed to have accepted or acquiesced in the adoption of the Allocation Protocol. For the avoidance of doubt, the Insurance Settlement Agreements do not indicate the Settling Insurers' or the Non-Settling Insurers' support for the Allocation Protocol, and no Entity shall argue that the Settling Insurers or the Non-Settling Insurers agreed to or acquiesced in the terms or use of the Allocation Protocol in any proceeding; the Settling Insurers take no position on the Allocation Protocol, and the Non-Settling Insurers reserve all rights under applicable non-bankruptcy law as to the Allocation Protocol.

GG. The Settlement Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under § 468B of the IRC, as amended (the "**QSF Regulations**"). The Settlement Trustee shall be the "administrator" of the Settlement Trust within the meaning of § 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Settlement Trust out of the Settlement Trust Assets, which assets may be sold by the Settlement Trustee to the extent necessary to satisfy tax liabilities of the Settlement Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the Settlement Trust as a qualified settlement fund, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Settlement Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

HH. Donald C. Massey has been appointed the Settlement Trustee. The Settlement Trustee shall serve in accordance with, and shall have the functions and rights provided in, the Settlement Trust Documents and Joint Plan.

II. Adversary Proceeding Nos. 25-01049 and 25-01066, both of which were commenced by the Bond Trustee in this Court, are hereby DISMISSED with prejudice. Separate dismissal orders with prejudice will be entered in each of the foregoing adversary proceedings within three (3) days after entry of this Confirmation Order.

JJ. Upon entry of this Confirmation Order, any and all restrictions on the Debtor's use of funds held in segregated accounts at HWB pursuant to prior Orders of this Court are hereby lifted.

KK. On and after the Effective Date, and subject in all respects to the provisions of the Joint Plan, this Court retains exclusive jurisdiction over any and all matters arising out of, or related to, any Chapter 11 Cases or the Joint Plan pursuant to §§ 105(a) and 1142 of the Bankruptcy Code, including those matters identified in the Joint Plan.

LL. On the Effective Date, the Creditors' Committees will dissolve automatically, whereupon their members, Professionals, and agents will be released from any further duties and responsibilities in the Archdiocese's Chapter 11 Case and under the Bankruptcy Code; provided, however, that such parties will continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), mediation and settlement privileges, and protective Orders entered during any of the Chapter 11 Cases, which will remain in full force and effect according to their terms. For the avoidance of doubt, the Creditors' Committees and Creditors' Committees' Professionals will continue to have a right to be heard with respect to all Fee Applications for their Professional Fee Claims and appeals from the Confirmation Order.

MM. On and after the Effective Date, the Reorganized Archdiocese and Reorganized Additional Debtors may employ and pay any professional without any further notice to or action, Order, or approval of the Court.

NN. The terms and provisions of the Joint Plan are mutually dependent and non-severable. Each term and provision of the Joint Plan is (a) valid and enforceable pursuant to its terms, (b) integral to the Joint Plan and may not be deleted or modified without the written consent of the applicable Debtor, Reorganized Archdiocese, Additional Debtor, Reorganized Additional Debtor, Survivors' Committee, or Settling Insurers, and (c) non-severable and mutually dependent.

OO. On the Effective Date, the Joint Plan will be deemed to be substantially consummated under §§ 1101 and 1127(b) of the Bankruptcy Code.

PP. In compliance with § 11.4 of the Joint Plan, the Reorganized Archdiocese will File in the Chapter 11 Cases a notice of occurrence of the Effective Date by no later than three (3) days after the Effective Date. Such notice shall state (a) that all conditions of the Joint Plan's becoming effective have been satisfied and (b) the date of the Effective Date.

New Orleans, Louisiana, December 8, 2025.

MEREDITH S. GRABILL
UNITED STATES BANKRUPTCY JUDGE