

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

In re:

Case No. 2-19-20905-PRW

THE DIOCESE OF ROCHESTER,

Chapter 11 Case

Debtor.

**NOTICE OF CONTINENTAL’S MOTION TO COMPEL CLAIMANTS’
ATTORNEYS TO MAKE MANDATORY RULE 2019 DISCLOSURES**

PLEASE TAKE NOTICE, that on February 21, 2023, The Continental Insurance Company, successor by merger to Commercial Insurance Company of Newark, New Jersey and Firemen’s Insurance Company of Newark, New Jersey (“Continental”), filed a Motion to compel claimants’ attorneys to make mandatory Rule 2019 disclosures (the “Motion”).

PLEASE TAKE FURTHER NOTICE, that the Motion will be heard on **March 16, 2023 at 11:00 a.m., prevailing Eastern Time**, or as soon thereafter as counsel may be heard, before the Honorable Paul R. Warren, United States Bankruptcy Judge for the Western District of New York.

PLEASE TAKE FURTHER NOTICE, that all affidavits and memoranda in opposition to the Motion must be electronically filed with the Court and served upon the counsel listed below, **not less than 72 hours prior to the hearing date and time.**

PLEASE TAKE FURTHER NOTICE, that the hearing may be adjourned from time to time without notice to any creditor or other party-in-interest other than by announcement of the adjourned date in open Court on the date of the hearing or any adjourned date thereof.

PLEASE TAKE FURTHER NOTICE, that complete copies of the Motion are available from the Clerk of the United States Bankruptcy Court, 100 State Street, Rochester, New York 14614, via Pacer, <http://pacer.psc.uscourts.gov>, or from Barclay Damon LLP.

Dated: February 21, 2023

Respectfully submitted,

By: /s/Jeffrey A. Dove

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**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

DIOCESE OF ROCHESTER,

Debtors.

Chapter 11

Case No. 19-20905

**CONTINENTAL'S MOTION TO COMPEL CLAIMANTS' ATTORNEYS
TO MAKE MANDATORY RULE 2019 DISCLOSURES**

The Continental Insurance Company hereby moves the Court for entry of an order (i) compelling the law firms identified in Appendix A to file the disclosures required by Bankruptcy Rule 2019 within ten days after entry of the Court's order and (ii) if the law firms do not comply, barring them from negotiating or settling on behalf of claimants and disallowing all proofs of claim filed by the law firms. In support of this motion, Continental states as follows:

Compliance with Rule 2019 is mandatory, and its requirements are self-effectuating. Claimants' counsel know they are required to comply with the Rule—they have been ordered to do so in other cases—and they know how to comply with the Rule, as their disclosures in other cases demonstrate. Yet, more than three years into this case, not a single claimants' law firm has deigned to comply with their legal obligations under the Rule.

The fact that compliance with Rule 2019 is mandatory is sufficient by itself to justify grant of this motion and entry of an order providing the relief requested. But Rule 2019 exists to promote transparency where a single law firm represents multiple clients in a Chapter 11 case. Debtor commenced this bankruptcy with the stated goal of providing "an orderly claims administration process that will ensure a more equitable distribution of funds to creditors,

including victims of sexual abuse.”¹ By definition, equitably compensating abuse victims will result in some claimants—for example, those who suffered more severe abuse—receiving higher settlement awards than other claimants. Where, as here, claimants are represented by the same few law firms negotiating the terms of a plan for their different claimant clients to vote on, the possibility of conflicts is obvious. It is exactly for this reason that Rule 2019 exists, and Continental moves to enforce the rule’s mandatory disclosures.

Compounding the need for Rule 2019 disclosure are the likely fee arrangements between claimants and counsel, which would give the lawyers a direct economic stake in the outcome of this bankruptcy case. In other diocesan bankruptcies, firms who also represent claimants in this case filed Rule 2019 disclosures revealing contingency fee percentages of 35% (*Archdiocese of St. Paul*) and up to 33% (*Diocese of Camden*). Moreover, attorneys (rather than claimants themselves) signed approximately 30% of the proof of claim forms submitted in this bankruptcy, providing no assurance that the individual claimants reviewed or approved the filings, or even knew about them. Given the economic incentives the law firms have in this case, disclosure under the Rule is a must.

Jurisdiction and Venue

This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408. The predicate for the relief requested herein is Bankruptcy Rule 2019.

Relevant background

The United States Trustee appointed nine creditors to serve on the Committee of

¹ Dkt. No. 6 (first-day declaration of Debtor’s CFO, Lisa Passero), ¶ 22.

Unsecured Creditors (the “Committee”). The Committee itself is represented by counsel that was approved by this Court on the basis of an application disclosing information about the terms of its engagement and compensation and affirming no conflicts.² In addition, each of the nine Committee members “is and has at all times since the Petition Date been represented in their individual capacity as a Sexual Abuse Claimant by one or more experienced personal injury litigation specialist attorneys (“State Court Counsel”).”³ The State Court Counsel firms are: Jeff Anderson & Associates, P.A. (the “Anderson firm”); Andreozzi & Foote, P.C.; the Law Offices of Mitchell Garabedian (the “Garabedian firm”); James, Vernon & Weeks, P.A. (the “James Vernon firm”); Pfau Cochran Vertetis Amala PLLC; and Phillips & Paolicelli, LLP.

This Court issued a bar date order setting August 13, 2020 as the deadline for filing proofs of claim. Approximately 502 sexual abuse proofs of claim were submitted on or before the bar date. As of January 10, 2023, a total of 565 sexual abuse proofs of claim have been submitted. Some filed proofs of claim are duplicates; 63 proofs of claim are untimely.

Debtor asserts that “State Court Counsel who represent Committee Members also collectively represent at least seventy percent (70%) of all Sexual Abuse Claims asserted against the Diocese in its bankruptcy case.”⁴ Specifically, the following State Court Counsel are listed as the attorneys on 383 proofs of claim:

State Court Counsel firm	Number of proofs of claim filed
Jeff Anderson & Associates, P.A.	178
Law Offices of Mitchell Garabedian	99
James, Vernon & Weeks, P.A.	56
Pfau Cochran Vertetis Amala	35

² Dkt. No. 102 (Committee’s application to employ the Pachulski firm as counsel).

³ Dkt No. 1790 (RSA Motion) at 1 n.2.

⁴ *Id.*

State Court Counsel firm	Number of proofs of claim filed
Andreozzi & Foote	12
Phillips & Paolicelli, LLP	3

Twenty-one other law firms represent at least two claimants who filed proofs of claim.⁵ Yet, not a single one of these 27 law firms have filed Rule 2019 disclosures.

The Anderson firm signed all 178 proofs of claim it filed on behalf of claimants.

Its clients signed none.

Argument

Continental seeks an order from this Court mandating compliance with Rule 2019. The Rule is self-effectuating and requires disclosure, in the interests of complete transparency.⁶

A. Rule 2019 requires broad disclosures, including any economic interest affected by a claim’s disposition.

Rule 2019 “is the Bankruptcy Code’s mechanism for keeping tabs on multiple representation of creditors”⁷ and, in the mass tort context, “to root out conflicts of interest.”⁸

Bankruptcy Rule 2019(b)(1) states:

In a chapter 9 or 11 case, a verified statement setting forth the information specified in subdivision (c) of this rule **shall be filed by** every group or committee

⁵ See Appendix A.

⁶ Continental unquestionably has standing to seek this relief. See, e.g., *Baron & Budd, P.C. v. Unsecured Asbestos Claimants Comm.*, 321 B.R. 147, 160 (D.N.J. 2005) (“the information sought in the Rule 2019 disclosures, does indeed bear on the overall fairness of this Plan, it is clear that Insurers have standing to raise these Rule 2019 compliance issues”).

⁷ See Nancy B. Rapoport, *Turning and Turning in the Widening Gyre: The Problem of Potential Conflicts of Interest in Bankruptcy*, 26 CONN. L. REV. 913, 939-40 (1994).

⁸ *Baron & Budd*, 321 B.R. at 168. See also *In re F&C Int’l, Inc.*, 1994 Bankr. LEXIS 274, at *8 (Bankr. S.D. Ohio Feb. 18, 1994) (failure to comply with Rule 2019 creates a danger that “parties purporting to act on another’s behalf may not be authorized to do so and may receive distributions to which they are not entitled”).

that consists of or represents, and ***every entity that represents, multiple creditors*** or equity security holders ***that are (A) acting in concert to advance their common interests***, and (B) not composed entirely of affiliates or insiders of one another.⁹

Rule 2019(c) dictates that the “verified statement ***shall*** include:”

(1) the ***pertinent facts and circumstances*** concerning:

(A) with respect to a group or committee, . . . the formation of the group or committee, including the name of each entity at whose instance the group or committee was formed or for whom the group or committee has agreed to act; or

(B) with respect to an entity, the employment of the entity, including the name of each creditor or equity security holder at whose instance the employment was arranged;

(2) if not disclosed under subdivision (c)(1), with respect to an entity, and with respect to each member of a group or committee:

(A) name and address;

(B) ***the nature and amount of each disclosable economic interest held in relation to the debtor*** as of the date the entity was employed or the group or committee was formed; . . .

(3) if not disclosed under subdivision (c)(1) or (c)(2), with respect to each creditor or equity security holder represented by an entity, group, or committee . . . :

(A) name and address; and

(B) the nature and amount of each disclosable economic interest held in relation to the debtor as of the date of the statement; and

(4) ***a copy of the instrument, if any, authorizing the entity, group, or committee to act on behalf of creditors or equity security holders.***¹⁰

The Rule is clear, unambiguous, and mandatory. Its purpose is to hold lawyers involved in Chapter 11 bankruptcies “to certain ethical standards and approach all

⁹ Emphasis added.

¹⁰ Emphases added.

reorganization related matters openly and subject to the scrutiny of the court.”¹¹ To fulfill this purpose, the scope of Rule 2019 is, “on its face, . . . extremely broad.”¹² It “applies to a group of creditors or equity security holders that act in concert to advance common interests . . . even if the group does not call itself a committee.”¹³ Law firms that file proofs of claim on behalf of multiple claimants are subject to Rule 2019 and must file a verified statement complying with the rule.¹⁴ As the *Collier* treatise explains:

The need in Chapters 9 and 11 for policing creditor groups and those who act on their behalf is greater than under other relief chapters. [Rule 2019] is part of the disclosure scheme of the Bankruptcy Code and is designed to foster the goal of reorganization plans which deal fairly with creditors and which are arrived at openly.¹⁵

In other words, Rule 2019 is meant “to further the Bankruptcy Code’s goal of complete disclosure during the business reorganization process” and “was designed to cover entities which, during the bankruptcy case, act in a fiduciary capacity to those they represent, but are not

¹¹ *Baron & Budd*, 321 B.R. at 165 (citations omitted).

¹² *City of Lafayette v. Okla. P.A.C. First Ltd. P’ship (In re Okla. P.A.C. First Ltd. P’ship)*, 122 B.R. 387, 390 (Bankr. D. Ariz. 1990).

¹³ Rule 2019, Committee Notes on Rules—2011 Amendment.

¹⁴ *See, e.g., Baron & Budd*, 321 B.R. at 168 (law firms representing multiple tort creditors must disclose information required under Rule 2019); *In re Wash. Mut., Inc.*, 419 B.R. 271, 275 (Bankr. D. Del. 2009) (members of an ad hoc committee must make Rule 2019 disclosures because they represent “multiple creditors holding similar claims,” “filed pleadings and appeared in these chapter 11 cases collectively, not individually,” and retained common counsel “that has never advised this Court that it is representing less than all the Group”); *In re N. Bay Gen. Hosp., Inc.*, 404 B.R. 443, 452 (Bankr. S.D. Tex. 2009) (“Any entity seeking to represent more than one creditor in a Chapter 11 case must file an application that conforms with” these requirements); *In re CF Holding Corp.*, 145 B.R. 124, 126 (Bankr. D. Conn. 1992) (an attorney representing multiple creditors must file a copy of the document empowering the attorney to act on the creditors’ behalf).

¹⁵ *Baron & Budd, P.C. v. Unsecured Asbestos Claimants Comm.*, 321 B.R. 147, 165 (D.N.J. 2005), quoting 9 COLLIER ON BANKRUPTCY ¶ 2019.01 (emphasis added). *See also In re Northwest Airlines Corp.*, 363 B.R. 701, 704 (Bankr. S.D.N.Y. 2007) (“The Rule is long-standing, and there is no basis for failure to apply it as written”).

otherwise subject to control of the court.”¹⁶

The requirements of the Rule are defined broadly, consistent with its purpose. For example, the term “disclosable economic interest” means “**any** claim, interest, pledge, lien, option, participation, derivative instrument, or any other right or derivative right granting the holder an economic interest that is affected by the value, acquisition, or disposition of a claim or interest.”¹⁷ As the advisory committee notes to the Rule indicate, the term “is intended to be sufficiently broad to cover any economic interest that could affect the legal and strategic positions a stakeholder takes in a chapter 9 or chapter 11 case.”¹⁸ Similarly, questions of professional responsibility related to fee arrangements “qualify as pertinent facts and circumstances in connection with the employment of counsel, because they may have a direct bearing on both good faith and the fairness of the plan’s classification system.”¹⁹ Finally, the Rule “requires that an entity must file an instrument which empowers the entity to act on behalf of the creditors. This includes an executed power of attorney authorizing counsel to file a proof of claim in this case.”²⁰

¹⁶ *In re CF Holdings*, 145 B.R. at 126, citing 8 COLLIER ON BANKRUPTCY ¶ 2019.03 at 2019-4 (15th ed. 1992).

¹⁷ Rule 2019(a)(1) (emphasis added).

¹⁸ Rule 2019, Committee Notes on Rules—2011 Amendment.

¹⁹ *Baron & Budd, P.C. v. Unsecured Asbestos Claimants Comm.*, 321 B.R. 147, 165 (D.N.J. 2005) (cleaned up); *In re Okla. P.A.C. First*, 122 B.R. at 393 (Rule 2019 was designed for courts to “play a role in ensuring that lawyers adhere to certain ethical standards”).

²⁰ *In re Ionosphere Clubs, Inc.*, 101 B.R. 844, 852 (Bankr. S.D.N.Y. 1989). *See also In re N. Bay Gen. Hosp., Inc.*, 404 B.R. at 453 (“Bankruptcy Rule 2019(a) also requires that the entity provide a copy of the instrument, if any, whereby the entity, committee, or indenture trustee is empowered to act on behalf of creditors”) (internal citation and quotation marks omitted); *In re Enron Corp.*, 326 B.R. 497, 499 (S.D.N.Y. 2005) (noting that an entity’s “failure to submit the required disclosures under Bankruptcy Rule 2019 raises the question of whether these unidentified [claimants] in fact have consented to this agency relationship in relation to the bankruptcy”).

B. Rule 2019 disclosures are required to guard against the potential for conflicts and to ensure all parties are fully informed when a law firm represents multiple creditors in a Chapter 11 bankruptcy.

In addition to Rule 2019 imposing mandatory requirements, compliance with the Rule is imperative because of the need for transparency and to avoid conflicts. Here, nearly 30 law firms represent multiple claimants who have filed proofs of claim. These claims vary in terms of settlement value for many reasons, including severity and duration of the alleged abuse, degree of evidentiary support, legal defenses to liability, and available insurance coverage. Depending on how or to what extent a settlement trust is funded and how awards are allocated, claimants may effectively compete with one another for compensation.

In addition to conflicts among claimants themselves, the claimants' law firms have their own interests in how compensation is allocated, depending on their fee arrangements. This reality is the reason behind Rule 2019's requirement that law firms' economic stakes, which in this case are undoubtedly significant, be disclosed. Assuming all or most of the firms are working on contingency, the lawyers potentially could claim the right to be paid millions of dollars in fees. The Anderson firm filed 178 proofs of claim on behalf of claimants, nearly one-third of the total proofs of claim submitted. As the bankruptcy judge noted while granting a similar motion in *In re Archdiocese of Saint Paul & Minneapolis*, because the Anderson firm represented hundreds of claimants in that case on contingency, the law firm had "a bigger economic interest" than anyone else in the case.²¹ The Garabedian firm submitted 99 proofs of claim in this case, almost 18% of the total proofs of claim filed. The James Vernon firm filed 56 proofs of claim, nearly 10% of the total proofs of claim. Their respective stakes could be

²¹ *In re Archdiocese of Saint Paul & Minneapolis*, No. 15-30125, Dkt. 987, Hr'g Tr. 36:8-12 (Bankr. D. Minn. Feb. 23, 2017).

similarly substantial.

Finally, the instruments authorizing the law firms to act on behalf of their clients must be disclosed. The Anderson firm signed 100% of the proofs of claim it filed on behalf of claimants, rather than each claimant signing their own submission. Nothing has been disclosed demonstrating the firm's authorization to sign these proofs of claim on behalf of its clients. Rule 2019(c)(4) explicitly calls for disclosure of this information. Nor is there any indication as to how the firm verified the facts of the claims, or even if any verification took place.

C. This case presents exactly the situation the Rule is designed to address.

In *In re Archdiocese of Saint Paul & Minneapolis*, another diocesan sex abuse bankruptcy, the court granted the debtor's Rule 2019 motion and ordered the law firms involved—including the Anderson firm and the James Vernon firm—to comply with Rule 2019, noting that counsel should have done so voluntarily.²² As Judge Kressel explained to the firms, “you may not have set out to create a group, but you have a group. You have a group of clients who are acting in concert through you,” and “there are different interests or different motivations or just different things going on, and so we need to know that. That's something the entire body of people, the court and lawyers need to understand.”²³ In sum, “the rule, *this is exactly the situation it's designed to*” address.²⁴

In the *Diocese of Camden* case, a motion to compel Rule 2019 disclosures was filed

²² *Id.* at 46:20-47:5 (“I mean this is not a new issue and the rule . . . is self-effectuating. We don't need an order. The Anderson firm should have complied with it two years ago[,] and they should have complied with it a year ago and six months ago. The fact that we're here now on the motion doesn't mean they no longer have to comply with the rule, so I think they have to comply . . . with the rule”).

²³ *Id.* at 48:23-49:3.

²⁴ *Id.* at 48:13-15 (emphasis added).

out of similar necessity because the claimants' law firms, including five of the six State Court Counsel here, had filed none of the requisite disclosures.²⁵ There, the claimants' attorneys did not even oppose the relief requested and filed their disclosures shortly after a motion was filed seeking compliance with the Rule.²⁶

In other words, the State Court Counsel know that they are required to comply with Rule 2019 is required, they know what they need to do to comply with the Rule, but they choose to not do so until a motion is filed seeking to enforce the Rule. This motion should be completely unnecessary, but it is necessary here because of State Court Counsel's utter lack of compliance.

D. The Rule 2019 disclosures are critical to ensuring compliance with New York ethical rules applicable to interdependent, aggregate settlements.

The Rules of Professional Conduct governing New York attorneys negotiating aggregate settlements on behalf of multiple clients underscore that the disclosures required by Rule 2019 are needed here. Rule 1.8 of the Rules of Professional Conduct provides that lawyers may not represent two or more clients "in making an aggregate settlement of the claims of or against the clients, absent court approval, unless each client gives informed consent in a writing signed by the client."²⁷ Aggregate settlements

inherently creat[e] conflicts for lawyers and prevent[] lawyers from obtaining settlements covering multiple clients without receiving the approval of each client. If a group settlement is to be achieved by compromising one client's claim for a lesser amount than would have been possible had that client's claim been settled

²⁵ *In re Diocese of Camden, New Jersey*, No. 20-21257-JNP, Dkt. 1311, Joint Motion to Compel the Claimants' Attorneys to Submit the Disclosures Required by Rule 2019 (Bankr. D.N.J. Mar. 14, 2022).

²⁶ *In re Diocese of Camden, New Jersey*, Verified Rule 2019 Disclosure of Jeff Anderson & Associates, P.A., Dkt. 1350, attached as Exhibit 1. *See also* Rule 2019 Disclosure of Jeff Anderson & Associates, P.A., *In re Archdiocese of Saint Paul & Minneapolis*, Dkt. 974.

²⁷ New York Rule of Prof'l Conduct 1.8(g). *See also* Model Rule of Prof'l Conduct 1.8(g).

separately, the lawyer has a conflict in deciding which client to favor and the client who may be making this sacrifice should know and consent.²⁸

Formal Opinion 2020-3 is also crystal clear that the prohibition against aggregate settlements without consent applies to negotiations, not just settlements themselves.

Nor may a lawyer attempt to avoid the informed consent requirement via waiver: “a client may not waive her individual right to approve the terms of a proposed aggregate settlement that would, if accepted, bind her along with other parties jointly represented by the same counsel.”²⁹ Under Rule 2019, disclosure around client consent should be part of the “pertinent facts and circumstances” in the claimants’ counsel’s verified statements.

Relief requested

A. Claimants’ counsel must disclose their fee arrangements, instruments authorizing them to act, and other pertinent facts and circumstances.

This Court should order claimants’ counsel identified in Appendix A to comply with all of the requirements of Rule 2019 within ten days after entry of the Court’s order, including by disclosing the following information:

- (i) a verified statement listing all of the counsel’s clients, a statement of the pertinent facts and circumstances of the retention, and the engagement letters between the lawyer and clients;³⁰
- (ii) a certification by lawyers who signed proofs of claim on behalf of clients that they are authorized to do so, and attaching bankruptcy-specific powers of attorney or other

²⁸ *Id.*, citing N.Y. Rule of Prof’l Conduct 1.8, cmt. [13].

²⁹ New York Committee on Professional and Judicial Ethics, Formal Opinion 2009-6. *See also* ABA Comm’n on Ethics & Prof’l Responsibility, Formal Op. 06-438 (2006) (“the informed consent required by the rule generally cannot be obtained in advance of the formulation of such an offer or demand”).

³⁰ Rule 2019(c).

- instruments providing the authorization;³¹
- (iii) disclosure of the fee arrangements between the lawyer and clients and any other pertinent facts or circumstances regarding “the nature and amount of each disclosable economic interest held” by each law firm in relation to the debtor;³²
 - (iv) information about fee-sharing, co-counsel, retainer, referral, or other arrangements;³³ and
 - (v) attaching, for each claimant, a copy of the instrument authorizing the law firm to act on behalf of the claimant.

This information is consistent with disclosures made in the *Archdiocese of St. Paul* and the *Diocese of Camden* proceedings and should be provided here.

B. Counsel that refuse to comply should be subject to sanctions under Rule 2019(e).

Rule 2019(e) specifies the relief that a bankruptcy court may grant if an attorney fails to comply with the disclosure requirements of Rule 2019:

- (2) If the court finds such a failure to comply, it may:
 - (A) refuse to permit the entity, group, or committee to be heard or to intervene in the case;
 - (B) hold invalid any authority, acceptance, rejection, or objection given,

³¹ *In re Ionosphere Clubs*, 101 B.R. at 853.

³² Rule 2019(c); *In re Archdiocese of Saint Paul & Minneapolis*, Dkt. 987, Hr’g Tr. 49:25–50:5 (requiring disclosure of “fee arrangement with each of those clients, whether it’s hourly or contingent, includes costs and expenses . . . so that we can know what it is for each one of those clients”); *In re Semel*, 411 F.2d at 197 (“the conditions of employment and the amount of the fee do not come within the privilege of the attorney-client relationship”).

³³ Rule 2019(c)(1), (4); *In re Archdiocese of Saint Paul & Minneapolis*, Dkt. 984, Order at 1. *See also Baron & Budd*, 321 B.R. at 167 (finding these documents and the “precise nature of these relationships falls well within the literal language of the Rule as well as the Judge’s discretion to apply the rule in these circumstances”).

procured, or received by the entity, group, or committee; or
(C) grant other appropriate relief.

Rule 2019(e) authorizes this Court to refuse to permit the law firms from participating in negotiations and settlements on behalf of the claimants. “If there is a failure to comply with the disclosure provisions of Bankruptcy Rule 2019, the Court may, *inter alia*, refuse to permit the entity acting on behalf of the parties from being heard further in a Chapter 11 case.”³⁴ In addition, the Court should disallow proofs of claim filed by any attorney that fails to timely comply with Rule 2019.³⁵

Conclusion

For the reasons set forth above, Continental respectfully requests that this Court enter an order (i) compelling the law firms identified in Appendix A to file their required Rule 2019 disclosures within ten days after entry of the Court’s order and (ii) if the law firms do not comply, barring them from negotiating or settling on behalf of claimants and disallowing all proofs of claim filed by the law firms.

DATED: February 21, 2023

Respectfully submitted,

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³⁴ *Okla. P.A.C.*, 122 B.R. at 390. *See also CF Holdings*, 145 B.R. at 127 (requiring supplemental filing).

³⁵ *See In re Vestra Indus., Inc.*, 82 B.R. 21, 22 (Bankr. D.S.C. 1987) (disallowing claims filed *en masse* by a union for failure to comply with Rule 2019, unless defects were cured); *In re Elec. Theatre Rests. Corp.*, 57 B.R. at 149 (upholding a claim objection because the entity filing the claim had not shown that it was authorized to act on behalf of claimants).

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APPENDIX A
Law Firms Representing Multiple Clients

Law Firm	Total No. of Proofs of Claim	Proof of Claim Nos.
Jeff Anderson & Associates, P.A.	178	CC076, CC077, CC078, CC079, CC080, CC092, CC093, CC094, CC095, CC096, CC097, CC098, CC099, CC100, CC101, CC102, CC103, CC104, CC105, CC106, CC107, CC108, CC116, CC117, CC118, CC119, CC120, CC121, CC134, CC137, CC138, CC139, CC140, CC141, CC145, CC146, CC147, CC148, CC149, CC157, CC158, CC159, CC160, CC161, CC162, CC163, CC164, CC165, CC166, CC167, CC224, CC229, CC231, CC232, CC233, CC234, CC235, CC236, CC237, CC238, CC239, CC240, CC241, CC242, CC251, CC252, CC253, CC255, CC256, CC257, CC258, CC259, CC260, CC261, CC262, CC263, CC264, CC265, CC266, CC267, CC268, CC269, CC281, CC282, CC283, CC285, CC286, CC287, CC288, CC289, CC290, CC291, CC292, CC293, CC295, CC302, CC304, CC305, CC306, CC324, CC325, CC326, CC328, CC329, CC330, CC331, CC332, CC333, CC334, CC335, CC336, CC337, CC338, CC339, CC340, CC349, CC351, CC353, CC355, CC357, CC360, CC361, CC363, CC364, CC367, CC368, CC370, CC372, CC373, CC374, CC375, CC377, CC378, CC385, CC386, CC387, CC388, CC389, CC398, CC399, CC400, CC404, CC405, CC406, CC414, CC415, CC417, CC418, CC420, CC422, CC423, CC424, CC426, CC427, CC428, CC435, CC451, CC456, CC462, CC470, CC501, CC509, CC512, CC514, CC520, CC524, CC525, CC526, CC530, CC532, CC536, CC540, CC541, CC542, CC544, CC545, CC547, CC549
Law Offices of Mitchell Garabedian	99	CC037, CC038, CC039, CC040, CC041, CC042, CC043, CC044, CC045, CC046, CC047, CC048, CC049, CC050, CC051, CC052, CC053, CC054, CC055, CC056, CC057, CC058, CC059, CC060, CC061, CC063, CC082, CC083, CC084, CC085, CC086, CC087, CC088, CC089, CC090, CC091, CC112, CC113, CC153, CC154, CC168, CC169, CC170, CC171, CC172, CC173, CC174, CC175, CC176, CC178, CC179, CC180, CC181, CC182, CC215, CC216, CC217, CC218, CC219, CC221, CC226, CC227, CC247, CC248, CC254, CC270, CC271, CC275, CC277, CC278, CC284, CC294,

		CC296, CC297, CC298, CC299, CC300, CC307, CC316, CC317, CC318, CC348, CC352, CC354, CC365, CC366, CC369, CC384, CC392, CC393, CC430, CC431, CC453, CC455, CC460, CC461, CC511, CC531, CC565
James, Vernon & Weeks, P.A.	56	CC017, CC019, CC020, CC022, CC026, CC028, CC029, CC031, CC062, CC064, CC066, CC068, CC069, CC070, CC071, CC072, CC081, CC109, CC110, CC111, CC122, CC123, CC127, CC132, CC133, CC152, CC183, CC184, CC185, CC186, CC187, CC193, CC194, CC211, CC222, CC301, CC303, CC308, CC341, CC429, CC438, CC448, CC449, CC471, CC473, CC495, CC505, CC510, CC519, CC533, CC539, CC543, CC548, CC550, CC554
Pfau Cochran Vertetis Amala	35	CC195, CC196, CC197, CC199, CC200, CC201, CC202, CC203, CC204, CC205, CC206, CC207, CC210, CC212, CC213, CC214, CC225, CC246, CC250, CC272, CC276, CC280, CC313, CC314, CC320, CC322, CC371, CC381, CC382, CC396, CC442, CC443, CC444, CC446, CC032
Horowitz Law	19	CC192, CC245, CC319, CC321, CC323, CC380, CC390, CC391, CC425, CC436, CC459, CC466, CC467, CC535, CC538, CC553, CC556, CC560, CC564
Andreozzi & Foote	12	CC074, CC075, CC177, CC188, CC189, CC309, CC310, CC311, CC312, CC412, CC441, CC506
Herman Law	11	CC342, CC343, CC344, CC345, CC346, CC401
Slater Slater Schulman LLP	9	CC274, CC434, CC468, CC480, CC481, CC485, CC496, CC527, CC557
Levy Konigsberg, LLP	7	CC067, CC124, CC126, CC128, CC129, CC131, CC144
Lipsilz Green Scime Cambria LLP	7	CC350, CC356, CC358, CC359, CC362, CC433, CC474
Merson Law, PLLC	7	CC223, CC230, CC376, CC397, CC463, CC523, CC558
Weitz & Luxenberg, P.C.	7	CC439, CC440, CC450, CC457, CC458, CC465, CC534
Matthews & Associates	6	CC421, CC469, CC472, CC477, CC491, CC492
Williams Cedar, LLC	6	CC033, CC034, CC035, CC036, CC142, CC220
Faraci Lange, LLP	5	CC114, CC115, CC1235, CC135, CC136
Law Offices of Betti & Associates	5	CC327, CC487, CC488, CC493, CC502
Powers & Santola, LLP	5	CC315, CC475, CC476, CC478, CC479
Phillips & Paolicelli, LLP	3	CC065, CC198, CC528
The Simpson Tuegel Law Firm	3	CC408, CC409, CC410

Conway Legal LLC	2	CC001, CC002
Douglas & London. PC	2	CC130, CC191
Forester Haynie PLLC	2	CC001, CC002
Jarrold Smith Law Offices	2	CC130, CC191
Ketterer, Browne & Anderson, LLC	2	CC383, CC521
Law Office of Ronald R. Benjamin	2	CC413, CC419
Parker Waichman LLP	2	CC407, CC507
Sweeney, Reich & Bolz, LLP / Law Offices of Michael G. Dowd	2	CC243, CC347

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

THE DIOCESE OF CAMDEN, NEW JERSEY,

Debtor.

Chapter 11

Case No. 20-212570 (JNP)

VERIFIED RULE 2019 DISCLOSURE

Jeff Anderson & Associates, P.A. (hereinafter “Jeff Anderson & Associates”) submits this verified statement in accordance with Rule 2019 of the Federal Rules of Bankruptcy Procedure.

1. Jeff Anderson & Associates individually represents each Sexual Abuse Survivor Claimant (“Claimant”) listed in Exhibit A attached to this Statement. Due to confidentiality, each Claimant has been identified by their Survivor Proof of Claim number assigned by the Clerk of the Court. The names and addresses of the confidential claimants are available to permitted parties who have executed a confidentiality agreement and have access to the Survivor Proof of Claim Forms. (Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof, ECF Doc. No. 409; Stipulation and Consent Order Regarding Insurer Access to Filed Survivor Proofs of Claim, ECF Doc. No. 605)

2. Pursuant to the individual retainer agreements, Jeff Anderson & Associates was individually retained by each Claimant listed in Exhibit A to pursue claims for damages against the Diocese of Camden as a result of sexual abuse. This includes representing and acting on behalf of each Claimant in the bankruptcy case. Exemplar copies of each form of retainer statement authorizing Jeff Anderson & Associates to act on behalf of each Claimant and providing for the payment of Jeff Anderson & Associates’ fees and costs has been filed with this Statement. The form of retainer agreement pertaining to each Claimant is indicated on Exhibit A. Jeff Anderson

& Associates' interest relative to each Claimant is outlined in the exemplar retainer agreements and set forth by New Jersey Court Rule 1:21-7.

3. As of the date of this Statement, each Claimant maintains an individual economic interest against the Debtor Diocese of Camden that has been disclosed in the Survivor Proof of Claim Forms.

4. The information set forth in this Statement is intended only to comply with Bankruptcy Rule 2019 and not for any other purpose.

5. The undersigned reserves the right to amend or supplement this Verified Statement in accordance with the requirements of Bankruptcy Rule 2019 at any time in the future.

Pursuant to Rule 9011(e) of the Federal Rules of Bankruptcy Procedure, I verify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2022

/s/ Jeffrey Anderson

JEFF ANDERSON & ASSOCIATES PA
Jeffrey Anderson (Attorney I.D. 311052019)
Michael Finnegan (*pro hac vice* forthcoming)
Trusha Goffe (*pro hac vice* forthcoming)
505 Thornall Street, Suite 405
Edison, New Jersey 08837
Telephone: (609) 901-5010
Email: jeff@andersonadvocates.com
Email: mike@andersonadvocates.com
Email: trusha@andersonadvocates.com

EXHIBIT A

Claimant Number	Type of Agreement	Date of Agreement	Affiliate Co-Counsel
220	2	1/13/2020	Gianforcaro Law
221	1	5/19/2021	Gianforcaro Law
222	1	5/25/2021	Gianforcaro Law
223	1	1/21/2021	Gianforcaro Law
225	2	1/13/2019	Gianforcaro Law
226	3	6/17/2020	Gianforcaro Law
228	1	5/5/2021	Gianforcaro Law
229	1	5/5/2021	Gianforcaro Law
231	2	2/2/2020	Gianforcaro Law
232	2	2/2/2020	Gianforcaro Law
233	3	1/2/2020	Gianforcaro Law
234	2	1/13/2021	Gianforcaro Law
235	1	5/14/2021	Gianforcaro Law
236	1	7/8/2020	Gianforcaro Law
237	2	1/22/2020	Gianforcaro Law
238	1	5/24/2021	Gianforcaro Law
239	1	4/22/2021	Gianforcaro Law
240	1	5/14/2021	Gianforcaro Law
241	1	5/14/2021	Gianforcaro Law
242	1	3/29/2021	Gianforcaro Law
243	1	9/29/2020	Gianforcaro Law
244	1	6/17/2020	Gianforcaro Law
245	1	9/24/2020	Gianforcaro Law
246	1	6/18/2021	Gianforcaro Law
247	1	12/22/2020	Gianforcaro Law
248	1	10/8/2020	Gianforcaro Law
249	2	5/19/2020	Gianforcaro Law
250	2	1/2/2020	Gianforcaro Law
251	1	5/14/2021	Gianforcaro Law
252	1	10/14/2021	Gianforcaro Law
253	1	11/11/2020	Gianforcaro Law
254	1	5/5/2021	Gianforcaro Law
255	1	4/28/2021	Gianforcaro Law
256	2	1/28/2020	Gianforcaro Law
257	3	2/7/2020	Gianforcaro Law
258	1	10/28/2020	Gianforcaro Law
259	1	1/7/2021	Gianforcaro Law
260	1	3/29/2021	Gianforcaro Law
422	1	6/30/2021	Gianforcaro Law
435	1	11/24/2021	Gianforcaro Law

Claimant Number	Type of Agreement	Date of Agreement	Affiliate Co-Counsel
438	1	6/30/2021	Gianforcaro Law
441	1	6/29/2021	Gianforcaro Law
444	1	6/23/2021	Gianforcaro Law
445	4	6/25/2021	Gianforcaro Law & Carino Law
452	1	6/7/2021	Gianforcaro Law
454	1	6/30/2021	Gianforcaro Law
455	1	7/27/2021	Gianforcaro Law
456	1	6/17/2021	Gianforcaro Law
458	1	6/25/2021	Gianforcaro Law
459	1	7/9/2021	Gianforcaro Law
460	1	7/9/2021	Gianforcaro Law
461	1	6/25/2021	Gianforcaro Law
462	1	5/24/2021	Gianforcaro Law
463	2	1/28/2020	Gianforcaro Law
464	1	5/27/2021	Gianforcaro Law
471	1	7/21/2021	Gianforcaro Law
472	1	No Signed Agreement	Gianforcaro Law
473	1	6/7/2021	Gianforcaro Law
474	1	7/9/2021	Gianforcaro Law
475	1	10/14/2021	Gianforcaro Law
489	1	No Signed Agreement	Gianforcaro Law
490	1	6/25/2021	Gianforcaro Law
505	1	6/30/2021	Gianforcaro Law
516	1	7/12/2021	Gianforcaro Law
517	1	No Signed Agreement	Gianforcaro Law
518	1	6/30/2021	Gianforcaro Law
520	1	7/13/2021	Gianforcaro Law
528	1	10/18/2021	Gianforcaro Law
529	1	8/11/2021	Gianforcaro Law
530	1	No Signed Agreement	Gianforcaro Law
536	1	9/30/2021	Gianforcaro Law
537	1	11/2/2021	Gianforcaro Law
538	1	11/16/2021	Gianforcaro Law
539	1	No Signed Agreement	Gianforcaro Law

EXHIBIT “1”



LAWYER-CLIENT CONTINGENT FEE AGREEMENT

THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firms of Jeff Anderson & Associates, PA and Gianforcaro Law (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Camden**. The Lawyers only represent me in the matter referenced above. This representation lasts until a settlement or final judgment. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

LEGAL FEES

It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

I will pay no fee if there is no award or recovery.

I will pay no costs if there is no award or recovery.

As compensation to the Lawyers, I agree to pay the Lawyers for their services as follows:

- (a) 33 $\frac{1}{3}$ % of the first up to \$750,000 recovered;
- (b) 30% of the next up to \$750,000 recovered;
- (c) 25% of the next up to \$750,000 recovered;
- (d) 20% of the next up to \$750,000; and
- (e) all additional amounts to which the Lawyers are entitled, in excess of the above, after the Lawyers apply to the court for additional reasonable fees, if the Lawyers apply, in light of all the circumstances that then exist.

LEGAL COSTS AND EXPENSES – DEFINITION OF "RECOVERED"

The amount "recovered," as that term is used in this agreement, will be calculated by deducting from the total amount of the settlement or judgment (including any amount recovered as post-judgment interest or punitive damages) the costs and expenses incurred by the Lawyers in connection with pursuing my claims.

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, travel and lodging expenses, consultant fees,

expert witness fees, charges for telephone, postage, and photocopying, and charges for my medical records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case. If the Lawyers obtain a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery. I realize the Lawyers cannot guarantee a recovery for me.

JOINT REPRESENTATION AND FEE SHARING

The Lawyers jointly assume responsibility for the representation of me. I acknowledge and agree that that Jeff Anderson & Associates and Gianforcaro Law will divide the Legal Fees. The division of the fees between the Lawyers will be determined at the end of the representation based on the contribution to the case.

RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiating litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of the Lawyers' present or future clients could have interests which conflict with mine, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause my recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to my case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce my recovery. As a condition to the Lawyers' undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the

Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials: _____

ALTERNATE-FEE ARRANGEMENT

I agree that I could choose now to pay the Lawyers an hourly rather than a contingent fee. By signing this agreement, I waive this alternate-fee option. I understand that I can contact the Lawyers before signing this agreement to discuss an alternate-fee arrangement.

WITHDRAWAL, DISCHARGE AND LIEN

I agree that the Lawyers may withdraw from my case at any time if I do not cooperate in the handling of my case, if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw, or if upon further review the Lawyers discover information that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent reasonably possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find another attorney in the event they withdraw from my case.

I realize that I have the right to terminate the Lawyers at any time, even if I have no reason. If I terminate the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses. I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf.

DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: _____

CLIENT: _____

Signature

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

DATE: _____

BY: _____

GIANFORCARO LAW

DATE: _____

BY: _____

EXHIBIT “2”



Gianforcaro Law

LAWYER-CLIENT CONTINGENT FEE AGREEMENT

THE PURPOSE OF THIS AGREEMENT

I, [REDACTED], have hired the law firms of Jeff Anderson & Associates, PA and Gianforcaro Law (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Camden** [REDACTED]. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment.

RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly respond to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of the Lawyers' present or future clients could have interests which conflict with mine, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause my recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to my case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce my recovery. As a condition to the Lawyers' undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials: _____

LEGAL FEES

It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

I will pay no fee if there is no award or recovery.

I will pay no costs if there is no award or recovery.

As compensation to the Lawyers, I agree to pay the Lawyers for their services as follows:

- (a) 33⅓% of the first up to \$750,000 recovered;
- (b) 30% of the next up to \$750,000 recovered;
- (c) 25% of the next up to \$750,000 recovered;
- (d) 20% of the next up to \$750,000; and
- (e) all additional amounts to which the Lawyers are entitled, in excess of the above, after the Lawyers apply to the court for additional reasonable fees, if the Lawyers apply, in light of all the circumstances that then exist.

The Lawyers would only make an additional application for reasonable fees, as described in (e) above, after providing written notice to you of their application.

For the Lawyers to be entitled to an increased fee over and above the fee schedule explained above, the Lawyers must demonstrate that the fee allowed under the Rule is not reasonable compensation for the services actually rendered or that the case presented problems that required exceptional skills beyond those normally encountered in such cases or that the case was unusually time consuming.

In determining whether a fee is reasonable on the amount of recovery in excess of \$3,000,000 dollars, the court will determine the fair and reasonable amount based on several factors, including the inherent risk, success of the Lawyers' efforts, the recovered amount involved, and the amount of work and skill that the Lawyers provided.

COSTS AND EXPENSES – DEFINITION OF “RECOVERED”

The amount “recovered,” as that term is used in this agreement, will be calculated by deducting from the total amount of the settlement or judgment (including any amount recovered as post-judgment interest or punitive damages) the expenses incurred by the Lawyers in connection with pursuing my claims.

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, travel and lodging expenses, consultant fees, expert witness fees, computer service fees, charges for telephone, postage, and photocopying, and charges for my medical records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case. If the Lawyers obtain a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers’ fees, the expenses I have to pay, and my net recovery. I realize the Lawyers cannot guarantee a recovery for me.

SETTLEMENT PAYMENTS OVER A PERIOD OF TIME

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

RESPONSIBILITY AND FEE SHARING

I agree that the Lawyers may associate with other attorneys to assist in prosecuting my claim. The association of other attorneys will not change the Lawyers’ fees specified above. But any fees earned may be shared with associated attorneys. If the Lawyers do associate with other attorneys, you will be notified, the other attorneys will be identified, and you will be told the terms of any sharing of fees with the other attorneys.

Here, I agree that Jeff Anderson & Associates and Gianforcaro Law will divide the Lawyers’ Fees. The division of the fees between the Lawyers will be determined at the end of the representation based on the contribution to the case.

ALTERNATE-FEE ARRANGEMENT

I agree that I could choose now to pay the Lawyers an hourly rather than a contingent fee. By signing this agreement, I waive this alternate-fee option. I understand that I can contact the Lawyers before signing this agreement to discuss an alternate-fee arrangement.

MY RIGHT TO APPROVE A SETTLEMENT

The Lawyers will not settle my claims without my approval.

RECEIPT OF PROCEEDS

By this agreement I authorize the Lawyers to endorse any settlement or judgment proceeds. All proceeds shall be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

LIEN

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

WITHDRAWAL

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent reasonably possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find another attorney in the event they withdraw from my case.

DISCHARGE

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

CONCLUSION OF SERVICES

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

THIS AGREEMENT REPLACES OTHER AGREEMENTS

This agreement states the entire agreement between me and the Lawyers, and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with Minnesota law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

PRESERVATION

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited, to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I

understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

FILE RETENTION POLICY

I understand that the Lawyers have implemented a file retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirm that they have professional liability insurance coverage that applies to and covers the legal services governed by this agreement.

DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: _____	CLIENT: _____	_____
		Signature
	NAME: _____	_____
	ADDRESS: _____	_____

	PHONE: _____	_____
	EMAIL: _____	_____

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

DATE: _____

BY: _____

GIANFORCARO LAW

DATE: _____

BY: _____

EXHIBIT “3”



LAWYER-CLIENT CONTINGENT FEE AGREEMENT

THE PURPOSE OF THIS AGREEMENT

I, [REDACTED], have hired the law firms of Jeff Anderson & Associates, PA, and Gianforcaro Law (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the Diocese of Camden, [REDACTED]. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

SCOPE OF SERVICES

The Lawyers represent me only in the matter referenced above. This representation lasts until a settlement or final judgment.

RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiating litigation. I agree to cooperate in anyway necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

Accepting or rejecting an offer of settlement will be my sole discretion. The Lawyers will provide advice about that decision.

LAWYERS' FEES

It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

I will pay no fee if there is no award or recovery.

I will pay no costs if there is no award or recovery.

As compensation to the Lawyers, I agree to pay the Lawyers for their services as follows:

- (a) 33 1/3% of the first up to \$750,000 recovered;
- (b) 30% of the next up to \$750,000 recovered;
- (c) 25% of the next up to \$750,000 recovered;
- (d) 20% of the next up to \$750,000; and
- (e) all additional amounts to which the Lawyers are entitled, in excess of the above, after the Lawyers apply to the court for additional reasonable fees, if the Lawyers apply, in light of all the circumstances that then exist.

The Lawyers would only make an additional application for reasonable fees, as described in (e) above, after providing written notice to me of their application.

For the Lawyers to be entitled to an increased fee over and above the fee schedule explained above, the Lawyers must demonstrate that the fee allowed under the Rule is not reasonable compensation for the services actually rendered or that the case presented problems that required exceptional skills beyond those normally encountered in such cases or that the case was unusually time consuming.

In determining whether a fee is reasonable on the amount of recovery in excess of \$3,000,000 dollars, the court will determine the fair and reasonable amount based on several factors, including the inherent risk, success of the Lawyers' efforts, the recovered amount involved, and the amount of work and skill that the Lawyers provided.

DEFINITION OF "RECOVERED"

The amount "recovered," as that term is used in this agreement, will be calculated by deducting from the total amount of the settlement or judgment (including any amount recovered as post-judgment interest or punitive damages) the expenses incurred by the Lawyers in connection with pursuing my claims.

I understand that I may be obligated to repay any medical providers or insurers who paid for medical treatment associated with my injuries. These medical providers and insurers may have a lien against any settlement or judgment I obtain. If I am obligated to reimburse any health insurance entities for payments made, such liens will

be paid by the Lawyers from my recovery, after Lawyers' fees and expenses are deducted.

CONFLICT WAIVER AND THE LAWYERS' REPRESENTATION OF OTHERS

The Lawyers represent other individuals who were injured as a result of childhood sexual abuse and who may have claims involving the same perpetrator(s) or defendant(s). And in the future, the Lawyers will likely represent more individuals who are also survivors of childhood sexual abuse, potentially with claims involving the same perpetrator(s) or defendant(s). This presents some challenges and opportunities for the Lawyers representing me, and I should be aware of and understand these before engaging their services.

Individuals who are injured by some of the same or similar defendants and who are represented by the same lawyers have some advantages in scale against large, well-heeled defendants. For example, these lawyers can have more leverage in settlement negotiations and more influence against the considerable resources of the defendants. Also, many of the litigation costs including some investigation and discovery costs, can potentially be borne more collectively and divided among clients of the Lawyers, making the costs of litigation potentially less expensive for the clients represented. If there will be an allocation of costs in this matter for expenses that benefited more matters than mine alone, the allocation of particular costs will be the subject of future discussion between me and the Lawyers.

The Lawyers have informed me that although they are representing other individuals with similar claims against the same defendant(s), they believe they can competently and diligently represent me. I recognize that it is not possible to identify every potential conflict that could arise from the Lawyers' representation of other individuals, but I am aware of the possibility that the defendant(s) in my matter may have a limited amount of funds available, including insurance, for settlements with or to pay judgments on behalf of all survivors' claims. The possibility that the defendant(s) will seek the protection of bankruptcy laws, because of the number and significance of the claims they will face, also exists. No one knows yet how many survivors of sexual abuse will bring claims and the Lawyers do not know how many individuals they will represent with claims against the same defendant(s).

I understand that defendants (or courts) sometimes have differing ideas about how matters should be litigated or how settlement negotiations might be conducted. The defendant(s), for example, may want to discuss a potential settlement on an aggregate or global scale. If they do or if the Lawyers believe there would be some potential advantage in a different approach, the Lawyers will provide me with more information and I will have the opportunity to fully evaluate whether I want to participate and if I want the Lawyers to continue to represent me.

In other ways, the Lawyers' representation of other individuals could also affect my representation. For example, the Lawyers' representation of another survivor of the same perpetrator(s) or defendant(s) might alert the defendant(s) to the existence of a potential adverse witness to my case. If that were to happen, the Lawyers would discuss the matter with me or, potentially, might have to withdraw from representing me.

Before signing this Agreement, I considered the recommendation of my Lawyers that I consult with another lawyer about the potential conflicts that might arise from the Lawyers' representation of other individuals and I agree that I had a reasonable opportunity to consult with another lawyer. By signing this agreement, and despite the potential conflicts that might arise as a result of the Lawyers representing other individuals with claims against the same defendant(s), I authorize the Lawyers to represent me.

Client's Initials: _____

SETTLEMENT PAYMENTS OVER A PERIOD OF TIME

If my case is settled in whole or in part by periodic payments (which is sometime referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

RESPONSIBILITY AND FEE SHARING

I agree that the Lawyers may associate with other attorneys to assist in prosecuting my claim. The association of other attorneys will not change the Lawyers' fees specified above. But any fees earned may be shared with associated or referring attorneys. If the Lawyers do associate with other attorneys, I will be notified, the other attorneys will be identified, and I will be told the terms of any sharing of fees with the other attorneys.

Here, I agree that Jeff Anderson & Associates and Gianforcaro Law will divide the Lawyers' Fees. The division of the fees between the Lawyers will be determined at the end of the representation based on the contribution to the case.

ALTERNATE-FEE ARRANGEMENT

I agree that I could choose to pay the Lawyers an hourly rather than a contingent fee. By signing this agreement, I waive this alternate-fee option. I understand that I can contact the Lawyers before signing this agreement to discuss an alternate-fee arrangement.

MY RESPONSIBILITY TO PAY EXPENSES

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case. I will not have to pay the Lawyers for these expenses if they do not obtain a recovery for me. But if there is a recovery of some amount for me through a settlement or judgment, in addition to paying the Lawyers' fees, I agree to pay the Lawyers from that amount the expenses the Lawyers incurred in handling my case.

If the Lawyers obtain a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery. I realize the Lawyers cannot guarantee a recovery.

MY RIGHT TO APPROVE A SETTLEMENT

My Lawyers will not settle my claims without my approval.

RECEIPT OF PROCEEDS

By this agreement I authorize the Lawyers to endorse any settlement or judgment proceeds and deposit these proceeds into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

LIEN

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

THE LAWYERS' RIGHT TO WITHDRAW

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent reasonably possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers

and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

MY RIGHT TO FIRE THE LAWYERS

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

CONCLUSION OF SERVICES

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

THIS AGREEMENT REPLACES OTHER AGREEMENTS

This agreement states the entire agreement between me and the Lawyers, and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with Minnesota law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

PRESERVATION

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

FILE RETENTION POLICY

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirm that they have Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promises or guarantees about the outcome of this matter.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms.

DATE: _____

CLIENT: _____
Signature

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, they find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

Dated: _____

By: _____

GIANFORCARO LAW

Dated: _____

By: _____

EXHIBIT “4”



Gianforcaro Law

LAWYER-CLIENT CONTINGENT FEE AGREEMENT

THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firms of Jeff Anderson & Associates, PA, Gianforcaro Law, and Carino Law (the "Lawyers") to represent me in investigating and pursuing John Roselli's claims for injuries and damages arising from sexual abuse against the **Diocese of Camden**. The Lawyers only represent me in the matter referenced above. This representation lasts until a settlement or final judgment. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

LEGAL FEES

It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

I will pay no fee if there is no award or recovery.

I will pay no costs if there is no award or recovery.

As compensation to the Lawyers, I agree to pay the Lawyers for their services as follows:

- (a) 33 $\frac{1}{3}$ % of the first up to \$750,000 recovered;
- (b) 30% of the next up to \$750,000 recovered;
- (c) 25% of the next up to \$750,000 recovered;
- (d) 20% of the next up to \$750,000; and
- (e) all additional amounts to which the Lawyers are entitled, in excess of the above, after the Lawyers apply to the court for additional reasonable fees, if the Lawyers apply, in light of all the circumstances that then exist.

LEGAL COSTS AND EXPENSES – DEFINITION OF "RECOVERED"

The amount "recovered," as that term is used in this agreement, will be calculated by deducting from the total amount of the settlement or judgment (including any amount recovered as post-judgment interest or punitive damages) the costs and expenses incurred by the Lawyers in connection with pursuing my claims.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce my recovery. As a condition to the Lawyers' undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials:

ALTERNATE-FEE ARRANGEMENT

I agree that I could choose now to pay the Lawyers an hourly rather than a contingent fee. By signing this agreement, I waive this alternate-fee option. I understand that I can contact the Lawyers before signing this agreement to discuss an alternate-fee arrangement.

WITHDRAWAL, DISCHARGE AND LIEN

I agree that the Lawyers may withdraw from my case at any time if I do not cooperate in the handling of my case, if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw, or if upon further review the Lawyers discover information that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent reasonably possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find another attorney in the event they withdraw from my case.

I realize that I have the right to terminate the Lawyers at any time, even if I have no reason. If I terminate the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses. I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf.

DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

APPROVAL OF THIS AGREEMENT

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, travel and lodging expenses, consultant fees, expert witness fees, charges for telephone, postage, and photocopying, and charges for my medical records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case. If the Lawyers obtain a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery. I realize the Lawyers cannot guarantee a recovery for me.

JOINT REPRESENTATION AND FEE SHARING

The Lawyers jointly assume responsibility for the representation of me. I acknowledge and agree that that Jeff Anderson & Associates, Gianforcaro Law, and Carino Law will divide the Legal Fees as follows: Carino Law will receive thirty-three and a third percent (33 1/3%) and Jeff Anderson & Associates, P.A. and Gianforcaro Law will receive the remainder of the fee.

RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiating litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of the Lawyers' present or future clients could have interests which conflict with mine, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause my recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to my case.

The Lawyers will advocate for each client individually.

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: _____ CLIENT: _____

 Signature
 NAME: _____
 ADDRESS: _____

 PHONE: _____
 EMAIL: _____

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

DATE: _____ JEFF ANDERSON & ASSOCIATES, PA

 BY: _____

DATE: _____ GIANFORCARO LAW

 BY: _____

DATE: _____ CARINO LAW

 BY: _____

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

DIOCESE OF ROCHESTER,

Debtors.

Chapter 11

Case No. 19-20905

**ORDER GRANTING MOTION BY CONTINENTAL
UNDER BANKRUPTCY RULE 2019**

The Court has considered the motion filed by the Continental Insurance Company seeking, among other things, to compel compliance with Bankruptcy Rule 2019 by the attorneys representing sexual abuse claimants in this bankruptcy case. Good cause having been established, IT IS HEREBY ORDERED as follows:

1. The motion is GRANTED.
2. All lawyers and/or law firms representing multiple creditors, including those holding sexual abuse claims against the Debtor, shall, within ten days after the entry of this Order, fully comply with the requirements of Rule 2019 and electronically file on the docket the following information:

- a. a verified statement listing all of the counsel's clients, stating the pertinent facts and circumstances of the retention, and attaching the engagement letters between the lawyer and clients;
- b. a certification by all lawyers who signed proofs of claim on behalf of clients that such lawyers are authorized to do so, and attaching bankruptcy-specific powers of attorney or other instruments providing the authorization;
- c. disclosure of the fee arrangements between the lawyer and clients and any other pertinent facts or circumstances regarding "the nature and amount of each disclosable economic interest held" by each law firm in relation to the debtor;
- d. information about fee-sharing, co-counsel, retainer, referral, or other arrangements; and

- e. for each claimant, a copy of the instrument authorizing the law firm to act on behalf of the claimant.

3. Any entity filing a verified statement in accordance with this Order shall amend or supplement such statement, as necessary, every 60 days, disclosing any material changes of fact occurring since the filing of the lawyer's or law firm's most recent amended or supplemental filing.

4. If the Court finds, *sua sponte* or at the request of any party in interest in this bankruptcy case, that a lawyer or law firm has failed to comply with the requirements of Bankruptcy Rule 2019 and this Order, the Court may, in accordance with Bankruptcy Rule 2019(e): (a) refuse to permit the entity, group, or committee to be heard or to intervene in the case; (b) hold invalid any authority, acceptance, rejection, or objection given, procured, or received by the entity, group, or committee; or (c) grant other appropriate relief.

5. The Court retains jurisdiction with respect to such matters and with respect to the interpretation and enforcement of this Order. Continental may make further application to the Court to ensure compliance with this Order.

Dated: _____, 2023
Rochester, New York

Paul R. Warren
United States Bankruptcy Judge

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