

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: Chapter 11
THE DIOCESE OF ST. CLOUD, a Minnesota religious corporation, Case No. 20-60337
Debtor.

NOTICE OF FILING EXHIBIT F TO JOINT PLAN OF REORGANIZATION

The Diocese of St. Cloud, the debtor and debtor in possession in this case, by and through its counsel of record, hereby gives notice of filing the following Exhibit F to the *Joint Plan of Reorganization* filed September 23, 2020 [Dkt. No. 81] (the “**Plan**”). Subject to Section XVII of the Disclosure Statement, the Plan Proponents attach hereto **Exhibit F - Specified Non-Monetary Commitments to Healing and Reconciliation**.

Dated: October 14, 2020.

QUARLES & BRADY LLP

/s/ Jason D. Curry

Susan G. Boswell (AZ Bar No. 004791)

Jason D. Curry (AZ Bar No. 026511)

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Counsel for the Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re: Chapter 11
THE DIOCESE OF ST. CLOUD, a Minnesota religious corporation, Case No. 20-60337
Debtor.

CERTIFICATE OF SERVICE

I, Jason D. Curry, declare under penalty of perjury that on October 14, 2020, I caused to be served the foregoing *Notice of Filing Exhibit F to Joint Plan of Reorganization* to each party named below at the e-mail address stated for each party:

Sarah J. Wencil
U.S. Trustee's Office
1015 U.S. Courthouse
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Minneapolis, MN 55415
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ustpregion12.mn.ecf@usdoj.gov

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Counsel for Certain Tort Claimants

I, Jason D. Curry, declare under penalty of perjury that on October 15, 2020, I caused to be served the foregoing *Notice of Filing Exhibit F to Joint Plan of Reorganization* to each party named below at the mailing address stated for each party:

City of St. Cloud
400 2nd St. S
St. Cloud, MN 56302

Minnesota Department of Revenue
Collection Enforcement
551 Bankruptcy Section
600 N. Robert Street
St. Paul, MN 55101

District Counsel
Internal Revenue Service
430 North Wabasha St.
St. Paul, MN 55101

Internal Revenue Service
Wells Fargo Place
30 E. 7th Street
Mail Stop 5700
St. Paul, MN 55101

Internal Revenue Service
Centralized Insolvency
Operations Unit
P.O. Box 7346
Philadelphia, PA 19101

Office of the Attorney General
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

Secretary of State
60 Empire Drive, Suite 100
St. Paul, MN 55103

Office of the U.S. Attorney
600 U.S. Courthouse
300 S. Fourth Street
Minneapolis, MN 55415

Dated: October 14, 2020.

QUARLES & BRADY LLP

/s/ Jason D. Curry

Susan G. Boswell (AZ Bar No. 004791)

Jason D. Curry (AZ Bar No. 026511)

Michael Galen (AZ Bar No. 035044)

Admitted Pro Hac Vice

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Counsel for the Debtor

EXHIBIT F

EXHIBIT F TO
JOINT PLAN OF REORGANIZATION

CHILD PROTECTION PROTOCOLS¹

1. The Debtor will not recommend any clergy for a position in active ministry or a position that provides for access to minors, who has a pending credible² or substantiated claim of sexual abuse of a minor against him or her. Additionally, the Debtor will not recommend any non-clergy employee for a position that provides access to minors, who has a pending credible or previous claim against him or her where the abuse of a minor is determined to have likely occurred.
2. The Debtor, working in cooperation with the Bishop of the Diocese (the "Bishop"), will disclose to any other diocese, Catholic entity, or secular employer who inquires about the existence of any past, present or future claim against clergy who have been assigned by the Bishop and served within the Diocese where the abuse of a minor is determined to have likely occurred, to the extent such disclosure is not prohibited by federal and state law.
3. Diocesan leadership, as designated by the Bishop, will meet with any survivor, and his or her support person, as determined by the needs of the survivor, as reasonable, in a supervised setting with a facilitator, when appropriate, with due respect for the needs of the survivor. Meetings will be private and may be interrupted or delayed by the facilitator if the setting becomes overly difficult for the survivor.
4. Upon request of a survivor, the Debtor will request that the Bishop send a personally signed letter of apology to the survivor who has asserted against the Debtor a Credible Claim of sexual abuse against him/her committed when he/she was a minor. The letter will be confidential and subject to applicable state and federal laws with respect to settlement communications.
5. The Debtor will publish in The Central Minnesota Catholic four times per year for five (5) years (2021–2025) and one time per year thereafter for an additional five (5) years (2026–2030), a statement urging those subject to the sexual abuse of a minor to contact law enforcement and report the abuse.

¹ Capitalized terms used in this Child Protection Protocols that are not otherwise defined herein have the same meaning as ascribed to those terms in the Plan.

² A "Credible Claim" is one that, as determined by the Bishop, is "not implausible, and there exists a reasonable suspicion or belief supported by circumstances to justify a prudent and cautious person's belief that the allegation may be or probably is true." A claim where the abuse of a minor is determined "to have likely occurred" is one for which, as determined by the Bishop, sufficient credible evidence exists that a reasonable person might accept as adequate to substantiate the allegation or support the conclusion that the allegation is likely true.

6. The Debtor will provide information in writing to parishes and schools regarding the prevention of sexual abuse of a minor, training to identify signs of such abuse, stating that the abused are not at fault and encouraging the reporting of abuse to law enforcement.
7. The Debtor will provide safe environment training (such as "Safe Haven") to all new employees of the Debtor and agree to provide updated equivalent safe environment training to all employees of the Debtor every five years. If significant changes are made to the Debtor's safe environment training materials, the Debtor will provide updated training to all Debtor's employees within a reasonable time after these changes are adopted.
8. All mandated reporters at the Debtor, as defined in the Minnesota Statutes, will receive specific training regarding reporting obligations every five (5) years and within thirty (30) days of their retention if newly hired.
9. The Debtor will adopt a whistleblower policy that includes protection for reporting sexual abuse of a minor.
10. On or before forty-five (45) days after the Effective Date, the Debtor, working through the Vicar General of the Diocese, will make a good faith effort to obtain, from each clergy member then having an assignment from the Bishop, a signed and dated written statement affirming that such clergy member: (1) has not sexually abused any minor at any time; and (2) has no knowledge of any sexual abuse of a minor by another priest of the Diocese or employee of the Debtor that has not been reported to law enforcement and the Bishop. The Debtor, working with the Vicar General of the Diocese, will also make a good faith effort to obtain from any visiting priest who is given faculties to minister in the Diocese (this does not include clergy visiting for a single event or over a time period of less than twenty one (21) days) a signed and dated statement under this Paragraph 10, no later than thirty (30) days after assignment or faculties are given by the Bishop. The written statements provided under this Paragraph 10 will not require any clergy to disclose knowledge of sexual abuse of minors obtained in the course of confession or where a person seeks religious or spiritual advice, aid, or comfort pursuant to Minn. Stat. § 595.02 or Minnesota law.
11. The Debtor will adopt policies prohibiting its employees, volunteers, and any clergy employed by the Diocese from being alone (*i.e.*, out of sight of at least one other adult) with any unrelated minor while acting in their capacity as an employee, agent, volunteer, or employee of the Debtor, subject to common-sense exceptions, such as emergency situations, interactions with a minor that are incidental and not extended, parents transporting their children or related individuals, and employees or volunteers transporting the children of friends and neighbors.
12. When any new claim of sexual abuse of a minor is determined by the Bishop to be credible as defined in footnote 2 above the Debtor will publicly disclose the existence of the claim and the fact that the claim is under investigation, except to the extent that law

enforcement explicitly instructs the Diocese or the Debtor not to make such disclosure. If such claim of sexual abuse is determined to likely have occurred, the Debtor will publish the name of any such clergy on its website as it currently does. Publication as provided in this Paragraph 12 will be made as soon as reasonably practicable but, in any event, no later than forty-five (45) days after the relevant determination.

13. The Debtor will remove photos and any visible honors (such as a plaque honoring that cleric or naming of a building or hall in that cleric's honor) from public display for such clergy when a claim of sexual abuse of a minor has been determined to likely have occurred. The provisions of this Paragraph 13 do not prevent the Debtor from displaying photos of priests where a claim of sexual abuse of a minor has been determined to likely have occurred if that photo or the words accompanying it clearly indicate that it has been determined that such clergy has been determined to likely have sexually abused a minor.
14. When the Bishop or Vicar General of the Diocese or an employee or agent of the Debtor receives a report of child sexual abuse and makes a mandated report to law enforcement pursuant to Minnesota law, the Debtor will not conduct an internal investigation and will not interfere in any way with law enforcement until law enforcement concludes its investigation, closes its file without an investigation, or authorizes the Debtor to proceed with its investigation.
15. Within one hundred twenty (120) days after the Effective Date, the Debtor will make available to Jeff Anderson & Associates, P.A., ("JAA") copies of the documents maintained by the Bishop or Chancellor of the Diocese on clergy who have been disclosed on the Debtor's website as likely to have abused minors (the "Website List Files"). The Debtor may redact and/or remove certain otherwise-privileged information from the Website List Files, including attorney-client privileged and work product privileged information, unrelated personal information and communications, and medical information to the extent such information is not related to Abuse (the "Removed Documents or Information").
16. The Debtor will identify the Removed Documents or Information in a detailed log that identifies with sufficient particularity the nature of the Removed Documents or Information. JAA and the Debtor agree to work cooperatively and in good faith to resolve any dispute regarding the Removed Documents or Information. If an agreement cannot be reached between the Debtor and JAA on any dispute regarding any Removed Documents or Information, Mediator Keith Hunter will make a determination as to whether good cause exists to for the Debtor to provide the disputed Removed Documents or Information to JAA and/or publicly release the Removed Documents or Information. Each of JAA and the Debtor will have the opportunity to submit their positions on the Removed Documents or Information to Mr. Hunter, and Mr. Hunter will make a determination, within 30 days of receiving the parties' submissions, whether good cause exists to publicly release the Removed Documents or Information. The decision of Mr. Hunter as to the release of the Removed Documents or Information will be binding and final.

17. Within one hundred twenty (120) days of the Effective Date, the Debtor will make available to JAA, all documents maintained by the Bishop or Chancellor of the Diocese related to any claim of sexual abuse of a minor (i) that was asserted prior to the Effective Date but (ii) that did not meet the "to have likely occurred" standard described in footnote 2 above (the "Disputed Documents"). The Disputed Documents will be subject to procedures set forth in Paragraph 15 and 16 above (including removal of "Removed Documents or Information). JAA will have [REDACTED] days to notify the Debtor, in writing, if JAA believes that any of the Disputed Documents should be made public. The Debtor will have [REDACTED] days to notify JAA, in writing, of its objection to public release of any Disputed Documents. JAA will not publicly release any of the Disputed Documents unless the Debtor does not object to the public release in accordance with the terms of this Paragraph 17 or Mr. Hunter has determined that JAA can release the Disputed Documents as set forth below. JAA and the Debtor agree to work cooperatively and in good faith to resolve any dispute regarding the Disputed Documents. If an agreement cannot be reached between the Debtor and JAA on any dispute regarding any Disputed Documents, Mr. Hunter will make a determination as to whether good cause exists for the Debtor to provide the disputed Removed Documents or Information to JAA and/or publicly release the Disputed Documents. Each of JAA and the Debtor will have the opportunity to submit their positions on the Disputed Documents to Mr. Hunter, and Mr. Hunter will make a determination within 30 days of receiving the parties' submissions whether good cause exists to publicly release the Disputed Documents. The decision of Mr. Hunter as to the release of the Disputed Documents will be binding and final.
18. The parties' expectation is that JAA may publicly release any documents provided under paragraph 15, any documents that the parties agree can be made public in accordance with paragraphs 16 or 17, and any documents determined by Mr. Hunter to be appropriate for public release under paragraphs 16 or 17.
19. The file production protocol as set forth in the preceding Paragraphs 15 through 17 above applies only to documents that are not already available to the general public. To the extent that documents contained within a Website List File are publicly available, such documents may be obtained through the publicly accessible medium, and the Debtor is not under any obligation to provide such documents to JAA or anyone else.