

EXHIBIT A  
ABUSE DOCUMENTS MEMORANDUM OF AGREEMENT

## Memorandum of Agreement

This Memorandum of Agreement is entered into this 20 day of ~~March~~ <sup>April</sup>, 2020, by and between the Roman Catholic Church of the Archdiocese of Santa Fe, a New Mexico Corporation Sole (the "Archdiocese"), as Debtor in Possession in the Chapter 11 proceeding pending in the United States Bankruptcy Court for the District of New Mexico styled: *In re: Roman Catholic Church of the Archdiocese of Santa Fe, a New Mexico corporation sole*, Case No. 11-13027-t11 (the "bankruptcy proceeding"), the Official Unsecured Creditors Committee in the Archdiocese's bankruptcy proceeding (the "Creditors Committee," as further defined below), and the Regents of the University of New Mexico for its College of University Libraries and Learning Sciences (CULLS)'s Center for Southwest Research and Special Collections ("CSWR"), the Archdiocese, Creditors Committee and CSWR hereinafter collectively referred to as the "Parties", for the purposes set forth below.

### RECITALS

**WHEREAS** the Archdiocese and the Creditors Committee desire to create a publicly available archive of "Abuse Documents" as that term is defined herein and in Exhibit "A" hereto, as an element of the Archdiocese's plan of reorganization in the bankruptcy proceeding; and

**WHEREAS** the Archdiocese, through its Archbishop, the Most Reverend John C. Wester, has committed to public release of the Abuse Documents to the extent allowable by law; and

**WHEREAS** the Archdiocese and the Creditor's Committee acknowledge that the Abuse Documents contain information considered privileged and confidential by various statutes and regulations, including without limitation, the Code of Federal Regulations regarding information considered privileged and confidential by the Health Insurance Portability and Accountability Act, the State of New Mexico's Personnel Act, the Mental Health and Developmental Disabilities, and the Children's Mental Health and Developmental Disabilities Acts and the United States Tax Code; and

**WHEREAS** the Archdiocese and the Creditors Committee further acknowledge that the Abuse Documents contain the names and other identifying information of victims of clergy sexual abuse, their family members and other third parties whose privacy interests may be violated by an unfettered public release of the Abuse Documents; and

**WHEREAS** the Archdiocese and the Creditors Committee are mutually committed to protecting the names, identifying information and privacy interests of victims of sexual abuse, their family members and others unless such individuals specifically authorize the release of such information as more fully set forth in a May 1, 2019 Agreement Regarding Confidentiality of Documents Provided Informally in the Bankruptcy Case in the Context of Abuse Documents

Already Provided in State Tort Litigation (the "Confidentiality Agreement" attached hereto as Exhibit "A"); and

**WHEREAS** the Archdiocese, in consultation with the Creditors Committee, has identified and retained vendors approved by the Bankruptcy Court to review and redact the Abuse Documents in accordance with criteria mutually agreed upon by the Archdiocese and the Creditors Committee, (attached hereto as Exhibit "B"), and at the expense of the Archdiocese's bankruptcy estate; and

**WHEREAS** subject to the approval of the Bankruptcy Court, the Archdiocese and the Creditors Committee propose that CSWR host and administer the Abuse Documents Archive from CSWR's offices in the University of New Mexico Zimmerman Library in Albuquerque, New Mexico in accordance with the terms and conditions set forth below.

**NOW THEREFORE**, the Parties propose and agree and understand as follows:

## **1. DEFINITIONS**

1.01 As used herein, "Abuse Documents" shall include documents involving or relating to allegations of childhood sexual abuse, or relating to the supervision of alleged perpetrators or their agency with Debtor, by the Debtor's clergy, employees or agents, including but not limited to clergy personnel files, other perpetrator personnel files, victim files, investigative files, investigative transcripts, depositions of the Debtor's employees and/or agents, depositions of bishops, depositions of witnesses or victims with information relevant to allegations of clergy sexual misconduct, clergy risk assessments, minutes of Personnel Board meetings, minutes of Permanent Review Board meetings, John Jay College surveys, CARA surveys, assignment records, clergy curriculum vitae, seminary records, correspondence, and various policies and procedures regarding the handling of allegations of clergy sexual misconduct, and also include interrogatory answers, deposition transcripts, statements given to investigators or law enforcement, and under oath "proof of claim forms" in this Bankruptcy case, or statements submitted or provided at any time by any victim, so long as the submission is redacted as to victim's identities and identifying information, and otherwise meets with agreed redaction protocol.

1.02 As used herein "Abuse Documents Archive" shall mean a repository created, organized, maintained and administered by CSWR to allow public access to Abuse Documents that have been reviewed, redacted and produced to CSWR in accordance with the terms of this Memorandum Agreement.

1.02 As used herein, "Creditors Committee" shall refer to Rene Kepler, Charles Paez, Reyes Romero, Charles Lujan, Ruben LaRiva, Carlos Montoya, Michael Lucero, Phillip Romero and Mark Berg, all of whom were selected and appointed by the United States Trustee's Office and the Court in the Archdiocese's Chapter 11 proceeding.

1.03 As used herein, "Opt In Procedure" means a process whereby a victim of clergy sexual abuse has completed and signed an "Opt In" form prepared by the Creditors Committee, (as

modified, if necessary, by law firms representing victims), designating a specified level of redaction or that no redaction be applied to Abuse Documents containing information and details of that victim's identity and/or sexual abuse. Explicit email exchanges between attorneys and clients can suffice to "Opt In" in the discretion of the victim's private state tort counsel in lieu of a signed form, if kept in the digital "Opt In" files, to establish assent to "opt in". In the absence of a signed "Opt In" form (or express confirmatory email), the presumption is that a victim has opted out. His or her victim file, or proof of claim form, or interrogatory answers or depositions, will not be included in the Abuse Documents Archives if a victim has not expressly opted in.

## **2. REDACTION OF ABUSE DOCUMENTS**

2.01 The Archdiocese and the Creditors Committee shall be solely responsible for the appropriate redactions of the Abuse Documents before such documents are delivered to CSWR. Such redactions shall be made in accordance with the Confidentiality Agreement attached hereto as Exhibit "A", the Opt-In Procedures described above, and as reflected in the Redaction Protocol attached hereto as Exhibit "B".

2.02 CSWR shall not be responsible for confirming the accuracy or completeness of such redactions upon receipt of Abuse Documents from the other Parties.

2.03 For purposes of reference and review by CSWR, the Archdiocese and the Creditors Committee shall prepare a production log containing the date of the production, number of pages, bates number ranges where applicable, a brief description of the categories of documents being produced, and the format of the documents, i.e. pdf, word, paper, photos, etc.

## **3. CREATION OF ABUSE DOCUMENTS ARCHIVE**

3.01 Subject to approval by the Parties and the Bankruptcy Court and counsel for the University of New Mexico, Tomas Jaehn, associate professor at the University of New Mexico and Director of CSWR, will serve as the supervisory archivist for the Abuse Documents Archive. Professor Jaehn proposes to nationally advertise for and hire a professional archivist (the "project archivist") on a full time basis (40 hours per week) for a two-year period to create and organize the Abuse Documents Archive from the redacted documents produced by the other Parties.

3.02 Subject to approval by the Parties, the Bankruptcy Court and counsel for the University of New Mexico, Professor Jaehn agrees to pay the project archivist a salary of \$47,000.00 per year, plus benefits, for a project total of approximately \$106,000.00. The Archdiocese's bankruptcy estate agrees to pay a total of \$106,000.00 to CSWR to cover the expense related to the project archivist.

3.03 CSWR shall create and organize the Abuse Documents Archive in its professional discretion and consistent with the Core Values and best practices of American Archivists as promulgated by the Society of American Archivists. The Parties shall have an opportunity to submit comments and suggestions to CSWR, which CSWR shall consider before finalizing its plan of organization of documents. Annual costs of maintenance of the Abuse Documents

Archive will be the responsibility of CSWR, and not the parties in the Chapter 11 bankruptcy proceeding.

3.04 The Archdiocese and the Creditors Committee shall give CSWR the right to reproduce, digitize, adapt, publish or display the Abuse Documents, and fair use rights of CSWR and other users of the Abuse Documents as provided by U.S. Copyright Law, Title 17 §107 (“Fair Use Rights”). The Archdiocese and the Creditors Committee understand that title to donated copies of materials passes to the University of New Mexico Libraries, CSWR.

3.05 CSWR is authorized to dispose of any duplicate materials which it determines have no permanent value or historical interest, provided that CSWR’s disposition of the materials is consistent with the requirements of the Confidentiality Agreement dated May 1, 2019 attached hereto as Exhibit “A”.

3.06 In any Plan of Reorganization that either or both of them may submit to the Bankruptcy Court, the Archdiocese and the Creditors Committee shall include provisions which immunize and exculpate CSWR and the redaction vendors to the fullest extent allowable under the Bankruptcy Code or otherwise, regarding any omission or failure by any Party to comply with the terms of this Agreement (including but not limited to any claims made by individuals whose information is included in the Abuse Documents). It is the intent of the Parties that Plan Approval in the Chapter 11 case will immunize and exculpate the archivists, the redaction vendors, the University, the individual Creditors Committee members, and the Debtor, from any potential claims arising from the public release of the redacted “Abuse Documents”, except for gross negligence or intentional misconduct. The Parties will consider language reflecting riders to any existing Errors and Omissions policies, or purchase of such policies, when crafting a Chapter 11 Plan.

3.07 This Memorandum Agreement will become effective as of the date listed above and will continue for a term of one (1) year after the confirmation by the Court of a Chapter 11 Plan of Reorganization. The Parties may extend the term of this MOA upon written agreement of the Parties. Signatures on different dates and via email are contemplated, all to be attached to the final document.

3.08 This Memorandum Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, or within the Bankruptcy Court for the duration of this Chapter 11 case.

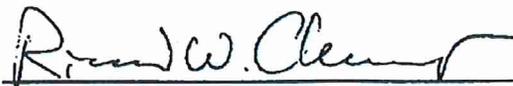
Parties:



4/7/2020

James Paul Holloway  
Provost & Executive Vice President for Academic Affairs  
University of New Mexico

Date



4/2/2020

Richard W. Clement  
Dean of College of University Libraries and Learning Sciences  
University of New Mexico

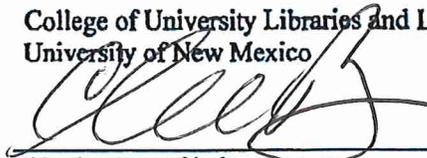
Date



4.7.2020

Tomas Jaehn  
Director of Center for Southwest Research & Special Collections  
College of University Libraries and Learning Sciences  
University of New Mexico

Date



4/20/2020

Charles Paez, Chairperson  
Committee of Unsecured Creditors  
D.N.M. Bankruptcy Case 18-13027-t11

Date



4/16/2020

John C. Wester, Archbishop  
Archdiocese of Santa Fe  
Debtor, D.N.M. Bankruptcy Case 18-13027-t11

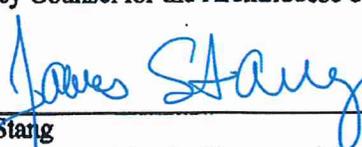
Date



4-16-2020

Ford Elsasser  
Bankruptcy Counsel for the Archdiocese of Santa Fe

Date



4/20/2020

James I. Stang  
Bankruptcy Counsel for the Unsecured Creditors Committee

Date

AGREEMENT REGARDING CONFIDENTIALITY OF DOCUMENTS  
PROVIDED INFORMALLY IN THE BANKRUPTCY CASE  
IN THE CONTEXT OF 'ABUSE DOCUMENTS' ALREADY PROVIDED  
IN STATE TORT LITIGATION

This Confidentiality Agreement (hereafter "Agreement") is entered into this 1<sup>st</sup> day of May 2019, in the matter styled *In re: ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF SANTA FE*, Case No. 18-13027-t11 (the "Case"), in the United States Bankruptcy Court for the District of New Mexico (the "Bankruptcy Court"), by and between the Debtor-In-Possession, the Roman Catholic Church of the Archdiocese of Santa Fe and its Archbishop John Wester (hereafter "Debtor"), and the Unsecured Creditor's Committee consisting of Rene Kepler, Charles Paez, Reyes Romero, Charles Lujan, Ruben LaRiva, Carlos Montoya, Michael Lucero, Phillip Romero and Mark Berg, (the "Committee") to facilitate the sharing of information by the Debtor with the Committee, (Debtor and the Committee are hereafter collectively referred to as the "Parties.")

**I. Recitals**

WHEREAS the Committee is requesting information and documents that the Debtor may designate as confidential information as set forth in Bankruptcy Code sec. 109(b).

WHEREAS Debtor does not wish for such information and documents designated by it as confidential information to be subject to public disclosure unless and until the Bankruptcy Court determines that the information and documents are entitled to protection under Bankruptcy Code sec. 109(b); and

WHEREAS Debtor agrees to provide such information and documents to the Committee, its members and their respective counsel and representatives without the need for formal discovery provided that such information and documents designated by the Debtor as "confidential" shall not be further re-disclosed except as authorized by order of the Bankruptcy Court or otherwise required by law.

WHEREAS there are other documents involving or relating to allegations of childhood sexual abuse, or relating to the supervision of alleged perpetrators or their agency with Debtor, by the Debtor's clergy, employees or agents, including but not limited to clergy personnel files, other perpetrator personnel files, victim files, investigative files, investigative transcripts, depositions of the Debtor's employees and/or agents, depositions of bishops, depositions of witnesses or victims with information relevant to allegations of clergy sexual misconduct, clergy risk assessments, minutes of Personnel Board meetings, minutes of Permanent Review Board meetings, John Jay College surveys, CARA surveys, assignment records, clergy curriculum vitae, seminary records, correspondence, and various policies and procedures regarding the handling of allegations of clergy sexual misconduct, or the so-called "priest abuse crisis" (the "Abuse Documents");

WHEREAS the Parties acknowledge certain Abuse Documents have been produced in state and Federal litigation predating the Debtor's bankruptcy petition, and the Parties intend that the term "Abuse Documents" includes all documents produced by the Debtor in any

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litigation where any alleged victim brought claims of childhood sexual abuse by the Debtor's clergy employees, or agent;

WHEREAS the Committee also has requested Abuse Documents from the Debtor;

WHEREAS the Debtor has already agreed, through Archbishop John C. Wester, testifying under oath in the Case, that the Debtor will "make public all of the documents produced in the state tort lawsuits to the state tort lawyers so long as the victims' names are redacted";

WHEREAS Debtor has already agreed, through Archbishop John C. Wester, testifying under oath in the Case, that all Abuse Documents in Debtor's possession or control shall be made publicly available to the extent allowable by law;

WHEREAS the Debtor has already agreed, through Archbishop John C. Wester, testifying under oath in the Case, to provide and/or pay for paralegals or other professionals to handle the task of redacting victims' names and identifying information;

WHEREAS the Debtor reaffirms Archbishop John C. Wester's testimonial commitment to the public release of the Abuse Documents through this Case to the extent allowable by law, including, but not limited to, through cooperation with the Committee to establish a suitable archive of such records for public accessibility,

Whereas the Debtor and the Committee acknowledge that in certain limited instances portions of the Abuse Documents contain information considered privileged and confidential, e.g. by statute and the Code of Federal Regulations, including information considered privileged and confidential by the Health Insurance Portability and Accountability Act, the State of New Mexico Personnel Act, and the United States Tax Code and the victims' names and identifying information,

WHEREAS Debtor and the' Committee are mutually committed to protecting the names and identifying of all victims of sexual violence unless said victims specifically authorize the release of their identity in this Case;

NOW THEREFORE, in consideration of the premises, conditions and mutual promises contained herein, the Parties agree as follows:

## II. Confidentiality Agreement Regarding Abuse Documents

1 Any Abuse Documents released pursuant to this agreement shall be redacted for the survivor's personally identifying information (including but not necessarily limited to name, address, social security number, date of birth, telephone numbers and email addresses) and information protected under HIPPA and applicable state law; provided that the Debtor and the Committee shall negotiate to identify specific information categories that should be redacted, including but not limited to those based on HIPPA and applicable state law, and to negotiate that certain documents, e.g. published media accounts, may not require redaction because they already are generally available to the public in unredacted format. The Debtor and the Committee acknowledge that certain Abuse Documents may contain other personally identifying information (e.g. family members' names, addresses and other location information, schools and

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workplaces, a parent's occupation in small town, etc.) and they agree to negotiate to address the protection of the survivors' privacy. If the Debtor and the Committee cannot reach agreement regarding the specific information categories that should be redacted within forty-five (45) days after the date of this agreement, either may apply to the Bankruptcy Court for resolution of the dispute and file such application with a request for shortened notice. The Committee and the Debtor waive the right to appeal any Bankruptcy Court order resolving the dispute over the scope of the redactions.

2 Within sixty (60) days of this agreement, the Debtor shall seek to employ a third party (other than counsel to the Debtor)(the "Vendor") to redact the Abuse Documents as an administrative expense of the estate; provided that the Debtor and the Committee shall use their best faith efforts to agree upon the identity of the Vendor and terms and conditions of its employment (including the possibility of using a test run of documents to ascertain the Vendor's competency and feasibility of the scope of the information to be redacted). The Committee and the Debtor will exchange names of possible Vendors within ten (10) days of this Agreement and will continue to work in good faith to agree upon a Vendor. If the Debtor and the Committee cannot reach agreement or the Debtor fails to file such an employment application, the Committee may propose an alternative Vendor. If the Committee and the Debtor do not agree on a Vendor within 60 days of this Agreement, the Committee may apply to the Bankruptcy Court for approval of employment of a Vendor on shortened notice. The Committee and the Debtor waive the right to appeal any Bankruptcy Court order authorizing the employment of the Vendor. The Committee and the Debtor will work in good faith to determine that the Vendor is qualified to perform the redactions, including test redactions that are satisfactory to the Debtor and the Committee or, alternatively, the Bankruptcy Court. The Debtor shall promptly deliver the Abuse Documents to the Vendor upon Bankruptcy Court approval of its employment.

3 The Debtor shall not seek to compel mediation with the Committee or any abuse survivor before employment of a Vendor is approved by the Court.

4 The Debtor shall not seek entry of a confirmation order of a plan of reorganization until the Vendor has either completed the redaction of all Abuse Documents, or the Committee and the Debtor agree that satisfactory progress is being made towards a specific target date for completion of the redactions.

5 The Debtor shall not propose and shall not support the confirmation of a plan of reorganization that does not include the release of the redacted Abuse Documents to the Committee and/or any party empowered under the plan to receive the redacted Abuse Documents on the effective date of such plan or on such other date to which the Committee and the Debtor agree. The plan shall provide that the Committee or such third party, in their sole and absolute discretion can publish the redacted Abuse Documents in any manner that makes them available to the general public.

6 The Committee acknowledges that a projected completion date of the Vendor's work could be beyond the timetable for distribution of funds to its constituency pursuant to a consensual reorganization plan. The Committee does not intend to delay the distribution of funds to its constituency based on the completion of the redaction process; however, the Committee does not intend to modify the timetable set forth in paragraphs 1-3 above.

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### III. Confidentiality Agreement Regarding Other Documents

1 All documents, other than Abuse Documents, ("Other Documents") shall be produced in the form of a Dropbox, for which privileges will be granted to the Committee counsel to share with its members and their counsel of record only unless otherwise ordered or authorized by the Bankruptcy Court.

2 The Committee counsel and the members of the Committee shall keep all Other Documents confidential to the extent the Other Documents are designated by the Debtor as confidential and shall not re-disclose the contents, terms or conditions of any such Other Documents by any means, including but not limited to forwarding, copying, transmittal by electronic or other imaging methods, to anyone not a member of the Committee without the express written permission of counsel for Debtor or order of the Bankruptcy Court. For avoidance of doubt, the Committee members may disclose the Other Documents to their counsel of record in the Bankruptcy Court or in their pre-petition litigation, and such counsel shall be subject to the terms of this Agreement.

3 For the purposes of the Debtor's designation of Other Documents as "confidential", the following is the definition of confidentiality:

a. any commercially sensitive non-public information, in any form or medium and whether communicated in writing, oral, or otherwise, which are provided to a receiving party pursuant to this Agreement relating to the Case designated as "Confidential Information" by the producing party, including but not limited to (i) commercially sensitive non-public data, reports, financial statements, sealed court records, projections, insurance information concerning Debtor; (ii) any analyses, compilations, studies, or other documents prepared by Debtor, its advisors, or other parties which contain or otherwise reflect or are derivative of such information; (iii) any documents prepared or produced by the Committee that the Committee contends contain sensitive information; and (iv) the proposed terms or conditions of any plan or settlement disclosed to the Committee by or on behalf of Debtor, or disclosed to Debtor or its advisors by or on behalf of the Committee. Notwithstanding anything to the contrary herein, the term "Confidential Information" does not include information:

- i. that was already in the possession of the receiving party prior to the time of disclosure to the receiving party, provided that, insofar as is known to the receiving party, such information was not divulged by a third person subject to any legal, contractual, or fiduciary prohibition or obligation against disclosure owed to the producing party or any other party with respect to such information;
- ii. obtained by the receiving party from a third person which, insofar as is known to the receiving party, is not subject to any legal, contractual or fiduciary prohibition, or obligation against disclosure owed to the producing party or any other party with

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respect to such information. For the avoidance of doubt, Confidential Information does not include any information (e.g. documents or deposition testimony) obtained or to be obtained in any non-bankruptcy forum litigation that is not subject to any protective order or confidentiality agreement in such litigation;

- iii. which was or becomes generally available to the public through no fault of any of the receiving party; or
- iv. which was or is independently developed by the receiving party without violating its confidentiality obligations hereunder and without reference to the Confidential Information.

4 Subject to the provisions of this agreement regarding Abuse Documents, the Other Documents designated by the Debtor as confidential and Abuse Documents shall not be re-disclosed and, in addition, may not be used by the Committee or the Committee members for any purpose other than in the Debtor's bankruptcy proceeding unless otherwise authorized by the Bankruptcy Court or agreement of the Parties hereto. This provision does not apply to Other Documents that are not Confidential Information.

5 Any receiving party will promptly notify the Debtor if the receiving party becomes required by legal process to disclose any Other Documents designated as confidential or Abuse Documents. If the Debtor does not obtain a protective order or other injunctive relief with respect to the Other Documents designated as confidential in the Dropbox or Abuse Documents, and the receiving party and/or its representatives are required by applicable law or regulatory authority to disclose such Other Documents or Abuse Documents, the receiving party and/or its representatives may disclose such Other Documents in the Dropbox or the Protected Abuse Documents to the extent so required. Similarly, if the Debtor receives demands by any such authority, including but not limited to, by the U.S. Department of Justice or U.S. Attorneys, Federal law enforcement, the State of New Mexico Attorney General's Office, or any law enforcement, the Debtor shall notify the Committee that such a request has been made for documents and information.

6 The Debtor shall incorporate into any plan of reorganization it seeks to confirm the provisions of this Agreement for the publication of the Abuse Documents as contemplated herein and that such publication shall be effectuated as soon as possible after the effective date of a plan.

7 In the event a member of the Committee, their counsel, or the counsel for the Committee, allegedly breaches any terms of this Agreement, the Parties agree that Debtor may petition the Bankruptcy Court for appropriate sanctions, with the foregoing parties reserving any defenses and claims in connection therewith. Similarly, if the Debtor or its Chief Financial Officer or other employees, or any of Debtors attorneys, allegedly breaches this Agreement, the Committee may petition the Bankruptcy Court for appropriate sanctions.

8 This Agreement constitutes the entire understanding between the Parties with respect to maintaining the confidentiality of the Other Documents and Abuse Documents.

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9 The validity, construction and interpretation, and enforceability of this Agreement shall be determined and governed by the laws of the State of New Mexico.

The Parties have executed this Agreement on the dates indicated below.

Roman Catholic Church of the Archdiocese of Santa Fe  
a corporation sole;

By: John C. Wester  
Most Reverend John C. Wester  
Archbishop of Santa Fe

Date: May 8, 2019

ELSAESSER ANDERSON, CHTD.

By: Bruce Anderson  
Ford Elsaesser  
Bruce A. Anderson  
Attorneys for the Roman Catholic Church  
of the Archdiocese of Santa Fe  
a corporation sole

Date: 5/13/19

By: \_\_\_\_\_  
Charles Paez  
Chairperson on behalf of the Unsecured Creditors'  
Committee of the Roman Catholic  
Church of the Archdiocese of Santa Fe  
a corporation sole

Date: \_\_\_\_\_

PACHULSKI STANG ZIBHL & JONES LLP

By: James Stang  
James Stang  
Counsel to the Unsecured Creditors'  
Committee of the Roman Catholic  
Church of the Archdiocese of Santa Fe  
a corporation sole

Date: 5/14/19

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9 The validity, construction and interpretation, and enforceability of this Agreement shall be determined and governed by the laws of the State of New Mexico.

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Roman Catholic Church of the Archdiocese of Santa Fe  
a corporation sole:

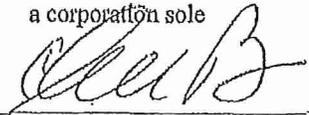
By: \_\_\_\_\_  
Most Reverend John C. Wester  
Archbishop of Santa Fe

Date: \_\_\_\_\_

ELSAESSER ANDERSON, CHTD.

By: \_\_\_\_\_  
Ford Elsaesser  
Bruce A. Anderson  
Attorneys for the Roman Catholic Church  
of the Archdiocese of Santa Fe  
a corporation sole

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Charles Paez  
Chairperson on behalf of the Unsecured Creditors'  
Committee of the Roman Catholic  
Church of the Archdiocese of Santa Fe  
a corporation sole

Date: 5/15/2019

PACHULSKI STANG ZIEHL & JONES LLP

By: \_\_\_\_\_  
James I. Stang  
Counsel to the Unsecured Creditors'  
Committee of the Roman Catholic  
Church of the Archdiocese of Santa Fe  
a corporation sole

Date: \_\_\_\_\_

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INFORMATION CRITERIA FOR REDACTION:

1. Victim names.
2. Identifying information of victims and family members of victims including but not limited to the addresses, phone numbers, and email addresses and dates of birth of victims and victim family members.
3. Names of victim family members (children, parents, stepparents, siblings, aunts, uncles, cousins, nieces and nephews) including relatives through present and past marriages in.
4. Any Social Security Numbers and Financial Account Numbers.
5. Names of places where childhood sexual abuse occurred if it is not a Parish or Church Community or a location where abuse allegedly occurred.
6. Descriptions of victims or documents that could identify victims such as victim arrests, convictions, bankruptcies, medical or therapy records, employment records, civil or criminal case captions and records, academic records, military records, occupations and places of employment of victims and victim family members.
7. Amounts of settlements, settlement offers and counteroffers.
8. Photos including victims faces. Non-victim faces must be blurred, unless shown in a newspaper clipping.
9. Information that is confidential under Federal or State statute (e.g. HIPAA)
10. Other types of sensitive or confidential information identified during the redaction process and mutually agreed to by the Archdiocese and the Creditors Committee.
11. So called "Victim files types of information" (above), things such as victim statements to church investigators, victim depositions, transcripts of victim interviews or testimony that is existing in so called "Priest Personnel Files" is to be set aside for the time being in a separate digital file, or saved to the corresponding victim file for further consideration.

