

SO ORDERED: October 26, 2021.



  
Robyn L. Moberly  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:  
  
USA GYMNASTICS,<sup>1</sup>  
  
Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**ORDER APPROVING THE DISCLOSURE STATEMENT  
AND PLAN CONFIRMATION PROCEDURES**

This matter came before the Court on the *Debtor's Motion For Order Approving The Disclosure Statement And Plan Confirmation Procedures* [Dkt. 1553] (the "**Motion**"), filed by USA Gymnastics, as debtor and debtor in possession (the "**Debtor**") for the entry of an order

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 7871. The location of the Debtor's principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

(a) approving the Disclosure Statement;<sup>2</sup> (b) establishing the voting deadline, and other related dates and deadlines in connection with voting on the Plan; (c) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; (d) approving the manner and forms of notice and other related documents; and (e) granting other relief relating thereto as set forth therein; and the Court finds that (i) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; (ii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (L); (iii) the relief requested in the Motion is in the best interests of the Debtor, its estate, and creditors; (iv) the Debtor has filed the Disclosure Statement and the Plan with the Court; (v) the Debtor has served the Disclosure Statement Hearing Notices on the Debtor's creditors; (vi) the Debtor has served the Motion, the Disclosure Statement Hearing Notice, the Disclosure Statement, and the Plan on the U.S. Trustee, the Survivors' Committee, the Indiana Attorney General, and all parties who have filed requests for notices under Bankruptcy Rule 2002; (vii) certificates of service of the notice of the hearing on the Motion have been filed with the Court (*see* Dkt. 1560), and establish due and proper notice under the circumstances; and after due deliberation, and good and sufficient cause appearing therefore, the Court hereby determines the Motion should be GRANTED.

**IT IS HEREBY FOUND THAT:**

A. Notice of the hearing to approve the Disclosure Statement was provided to substantially all creditors, the U.S. Trustee, the Survivors' Committee, and other parties in interest of the Debtor in accordance with Bankruptcy Rules 2002 and 3017(a), and no further or additional notice is required.

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<sup>2</sup> Capitalized terms used herein and not defined shall have the meaning given to them in the Motion.

B. The Disclosure Statement filed in the Debtor's chapter 11 case, as the same was amended by the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* [Dkt. 1642], and as the same may have been amended and/or revised in connection with the Disclosure Statement Hearing, contains "adequate information" within the meaning of Section 1125 of the Bankruptcy Code.

C. The forms of Ballot for each Voting Class, attached hereto as **Exhibits 1-6**, respectively, are approved. The forms of Ballot are sufficiently consistent with Official Form No. 314, adequately address the particular needs of the Debtor's chapter 11 case, and are appropriate for each Class of Claims entitled to vote to accept or reject the Plan.

D. Ballots need not be provided to the holders of Claims in the Non-Voting Classes because the Plan provides that such Classes are unimpaired and, therefore, deemed to accept the Plan. The form of the Notice Of Non-Voting Status to be sent to holders of Claims in the Non-Voting Classes, substantially in the form attached hereto as **Exhibit 11**, complies with Bankruptcy Rule 3017 and adequately addresses the particular needs of the Debtor's chapter 11 case.

E. The period set forth below during which the Plan Proponents may solicit acceptances to the Plan is a reasonable and adequate period of time for creditors to make an informed decision to accept or reject the Plan.

F. The procedures for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with Section 1126 of the Bankruptcy Code.

G. The Debtor's Cover Letter, the Survivors' Committee's Letter, the Confirmation Hearing Notice, and the Publication Notice substantially in the form attached hereto as **Exhibits 7**,

**8, 9, and 10**, respectively; the procedures set forth below for providing notice to all creditors of the time, date, and place of the Confirmation Hearing; and the contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

**I. Approval Of The Disclosure Statement And Notice Of Hearing.**

2. The Disclosure Statement is approved pursuant to Section 1125 of the Bankruptcy Code and provides holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan.

3. The Disclosure Statement Hearing Notice, attached to the Motion as **Exhibit B**, filed by the Debtor and served upon parties in interest in the Debtor's chapter 11 case, constitutes adequate and sufficient notice of the hearing to consider approval of the Disclosure Statement, the manner in which a copy of the Disclosure Statement (and exhibits thereto, including the Plan) could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

4. The Disclosure Statement (including all applicable exhibits thereto) provides holders of Claims and other parties in interest with sufficient notice of the injunction, release, and exculpation provisions contained in the Plan in satisfaction of the requirements of Bankruptcy Rule 3016(c).

## II. Approval Of The Timeline For Soliciting Votes, Voting On The Plan, And For Filing Objections To The Plan.

5. The following dates are hereby established (subject to modification as needed) with respect to the solicitation of **votes to accept the Plan, the filing of objections to the Plan, and the confirmation of the Plan:**

- a. Solicitation Deadline: The Debtor shall distribute Solicitation Packages to holders of Claims entitled to vote to accept or reject the Plan on or before October 29, 2021 (the “**Solicitation Deadline**”);
- b. Voting Deadline: All Holders of Claims entitled to vote to accept or reject the Plan and who choose to vote to accept or reject the Plan must properly execute, complete, and deliver their respective Ballots such that they are **actually received** by the Debtor’s Balloting Agent on or before November 29, 2021 (the “**Voting Deadline**”);
- c. Filing the Voting Report: The Voting Report must be filed with the Court no later than December 2, 2021, at 11:59 p.m. (prevailing Eastern time) (the “**Voting Report Filing Deadline**”);
- d. Plan Objection Deadline: Objections, if any, to the confirmation of the Plan must be filed with the Court on or before December 3, 2021, at 11:59 p.m. (prevailing Eastern time) (the “**Plan Objection Deadline**”);
- e. Plan Proponents’ Reply Deadline: The Plan Proponents may file omnibus responses to any objections to confirmation of the Plan on or before December 10, 2021, at 11:59 p.m. (prevailing Eastern time) (the “**Plan Reply Deadline**”); and,
- f. Confirmation Hearing: The hearing at which the Court will consider confirmation of the Plan (the “**Confirmation Hearing**”) is set for December 13-14, 2021, and will begin at 9:00 a.m. (prevailing Eastern time) each day.

## III. Approval Of The Form Of, And Distribution Of, Solicitation Materials And Solicitation Packages.

6. On or before the Solicitation Deadline, solicitation packages (the “**Solicitation Packages**”) shall be transmitted to those holders of Claims in the Voting Classes entitled to vote to accept or reject the Plan as of the date this Disclosure Statement Order is entered. The Solicitation Packages shall include the Disclosure Statement, the exhibits to the Disclosure

Statement (including the Plan), this Disclosure Statement Order (excluding exhibits), and the following, the form of each of which is hereby approved:

- a. the Class 5 Ballot, substantially in the form attached hereto as **Exhibit 1**, and a self-addressed envelope addressed to the Balloting Agent;
- b. the Class 6 Ballot, substantially in the form attached hereto as **Exhibit 2**, and a self-addressed envelope addressed to the Balloting Agent;
- c. the Class 7 Ballot, substantially in the form attached hereto as **Exhibit 3**, and a self-addressed envelope addressed to the Balloting Agent;
- d. the Class 8 Ballot, substantially in the form attached hereto as **Exhibit 4**, and a self-addressed envelope addressed to the Balloting Agent;
- e. the Class 9 Ballot, substantially in the form attached hereto as **Exhibit 5**, and a self-addressed envelope addressed to the Balloting Agent;
- f. the Class 10 Ballot, substantially in the form attached hereto as **Exhibit 6**, and a self-addressed enveloped addressed to the Balloting Agent;
- g. the Debtor's Cover Letter to holders of Claims in the Voting Classes urging such parties to vote in favor of the Plan, substantially in the form attached hereto as **Exhibit 7**;
- h. the Survivors' Committee's Letter to holders of Class 6 Abuse Claims recommending that such claimants vote to accept the Plan, substantially in the form attached hereto as **Exhibit 8**; and
- i. the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 9**.

7. The Solicitation Packages provide holders of Claims entitled to vote to accept or reject the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 2002(b) and 3017(d), and the Local Rules, including Local Rule 3018-1.

8. The Debtor, through the Balloting Agent, shall distribute the Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Deadline by first-class U.S. mail, or by e-mail if the Debtor does not have a mailing address for the holder of a Claim. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules,

and the Local Rules. The Debtor is authorized, but not directed or required, to distribute electronically the Plan, the Disclosure Statement, and this Disclosure Statement Order to holders of Claims entitled to vote to accept or reject the Plan.

9. For Class 6 and Class 10 Claimants and who stated on their Proofs of Claim that they are represented by counsel, the Debtor, through the Balloting Agent, shall distribute the Solicitation Packages on or before the Solicitation Deadline by first-class U.S. mail to both the Class 6 and Class 10 Claimants and their counsel, and by electronic mail to Class 6 and Class 10 Claimants' counsel (to the extent the Plan Proponents have electronic mail addresses for such counsel), and such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

10. On or before the Solicitation Deadline, the Debtor, through the Balloting Agent, shall provide (a) Solicitation Packages (excluding the Ballots and the Cover Letter) to the U.S. Trustee, the Survivors' Committee, the Indiana Attorney General, and all parties who have filed requests for notices under Bankruptcy Rule 2002 as of the date this Disclosure Statement Order is entered, and (b) the Confirmation Hearing Notice to all known holders of Claims.

11. Except to the extent the Debtor determines otherwise, the Debtor is not required to provide Solicitation Packages to holders of Claims in Non-Voting Classes. Instead, on or before the Solicitation Deadline, the Debtor, through the Balloting Agent, shall mail a Notice Of Non-Voting Status in lieu of Solicitation Packages, substantially in the form attached hereto as **Exhibit 11**, to those parties who are not entitled to vote on the Plan.

12. The Debtor is not required to mail Solicitation Packages or other solicitation materials to: (a) holders of Claims that have already been paid in full during the Debtor's

chapter 11 case, or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was subsequently returned as undeliverable.

#### **IV. Approval Of The Solicitation And Voting Procedures.**

13. The Debtor is authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with the Solicitation and Voting Procedures set forth herein, which are hereby approved in their entirety.

14. Solely for the purpose of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, any Claims, and without prejudice to the rights of the Debtor in any other context, the following Solicitation and Voting Procedures are approved:

- a. Allowance of Claims for Voting Purposes:
  - i. If a Claim is deemed Allowed under the Plan, such Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan.
  - ii. If a Claim is partially liquidated and partially unliquidated, such Claim shall be allowed in the liquidated amount solely for purposes of voting on the Plan.
  - iii. The holders of Claims in Classes 6, 7, 8, 9, and 10 shall have their Claims temporarily allowed to vote and allocated a Claim in the amount of \$1.00 for voting purposes only; *provided, however*, this allocation is made solely to facilitate the ability of holders of Claims in Classes 6, 7, 8, 9, and 10 to vote to accept or reject the Plan, because the Claims in such Classes are unliquidated, does not reflect any assessment of the value of such Claims, and shall not have any bearing on the value of such Claims for purposes of allowance or distribution.<sup>3</sup>
  - iv. Claims scheduled as contingent, unliquidated, or disputed, and for which no proof of claim has been filed, are disallowed for voting purposes.
  - v. Claims scheduled by the Debtor for \$0.00, and for which no proof of claim has been filed, as well as proofs of claim filed for \$0.00, are disallowed for voting purposes.

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<sup>3</sup> A portion of the Claim in Class 7 is liquidated. Nevertheless, Class 7 will be temporarily allowed only in the amount of \$1.00 for voting purposes only. The holder of the Claim in Class 7 will vote only in Class 7 and not in any other Class.

- vi. If a Claim has been amended, the Claimant shall be entitled to vote on account of the subsequently filed amending Claim, and the Claimant shall not be entitled to vote on account of the previously filed amended Claim, regardless of whether the Debtor has objected to such amended Claim.
- vii. Any entity who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Voting Class, regardless of whether the Debtor has objected to such duplicate Claims.
- viii. To the extent any entity holds or has filed more than one non-duplicative Claim in a particular Voting Class, such entity must vote all of its non-duplicative Claims in a particular Voting Class either to accept or reject the Plan, and may not split its vote within a particular Voting Class. For the purposes of the numerosity requirement of Section 1126(c) of the Bankruptcy Code, separate Claims held by a single entity in a particular Class shall be aggregated as if such entity held one Claim against the Debtor in such Class, and the vote on account of such Claims shall be treated as a single vote to accept or reject the Plan.
- ix. Ballots must be returned to and actually received by the Balloting Agent on or before the Voting Deadline by (1) the electronic ballot submission platform on the Balloting Agent's website (the "**E-Ballot Platform**"), or (2) mail, overnight, or personal delivery. The E-Ballot Platform is an online, customized balloting portal to be maintained by the Balloting Agent. Instructions for casting an electronic Ballot may be found on the Ballot Agent's website at <https://omniagentsolutions.com/USAG-SABallots> (Claims in Class 6, Class 9, and Class 10) or <https://omniagentsolutions.com/USAG-Ballots> (Claims in Class 5, Class 7, and Class 8). The encrypted ballot data and audit trail created by each electronic submission on the E-Ballot Platform will become part of the record of any electronic Ballot submitted in this manner and the electronic signature will be deemed to be an original signature that is legally valid and effective. Any Ballot submitted by any means other than (1) the E-Ballot Platform or (2) mail, overnight, or personal delivery to the Balloting Agent will not be counted.
- x. If any Ballot is validly executed and submitted to the Balloting Agent on or before the Voting Deadline but does not indicate either acceptance or rejection of the Plan, such Ballot will be counted as an acceptance of the Plan, *provided, however*, that the Balloting Agent shall identify any such Ballots on the voting report required by Local Rule 3018-1(c) (the "**Voting Report**"), which shall be filed by the Voting Report Filing Deadline, and, if a party in interest argues in an objection filed by the Plan Objection Deadline that any such Ballot should not be counted as an acceptance, the Court at the Confirmation Hearing may exclude such Ballot or deem such Ballot to be a rejection of the Plan.

- xi. Any validly executed and timely Ballot that indicates both acceptance and rejection of the Plan shall be counted as an acceptance of the Plan; *provided, however*, that the Balloting Agent shall identify any such Ballots on the Voting Report, which shall be filed by the Voting Report Filing Deadline, and, if a party in interest argues in an objection filed by the Plan Objection Deadline that any such Ballot should not be counted as an acceptance, the Court at the Confirmation Hearing may exclude such Ballot or deem such Ballot to be a rejection of the Plan.
  - xii. If the Debtor's Balloting Agent receives more than one Ballot on the same day and on account of the same Claim, and each Ballot is voted inconsistently, such Ballots will constitute an acceptance of the Plan; *provided, however*, that if the Balloting Agent can ascertain which Ballot was received first, as a result of an electronic stamp or otherwise, the last validly executed Ballot timely received shall count for voting purposes, subject to contrary order of the Court; and *further, provided*, that the Balloting Agent shall identify any such Ballots on the Voting Report, which shall be filed by the Voting Report Filing Deadline, and, if a party in interest argues in an objection filed by the Plan Objection Deadline that any such Ballot should not be counted as an acceptance, the Court at the Confirmation Hearing may exclude such Ballot or deem such Ballot to be a rejection of the Plan.
  - xiii. Holders of Class 6 and Class 10 Claims may submit their Ballots themselves or direct their counsel to submit such Ballots on their behalf. If a Class 6 or Class 10 Claimant elects to vote their Ballot themselves, the Ballot shall contain such Claimant's original signature (or electronic signature if submitted through the E-Balloting Platform). If a Class 6 or Class 10 Claimant directs their counsel to submit their Ballot on their behalf, counsel shall sign such Ballot and shall affirm, under penalty of perjury, that such counsel is authorized to file such Ballot on behalf of such Claimant.
- b. Challenges To Allowance Of Claims For Voting Purposes. If any entity seeks to challenge the disallowance of their Claim for voting purposes, or the amount in which their Claim is Allowed for voting purposes, such entity shall file with the Court and serve upon the Debtor, the Survivors' Committee, and the U.S. Trustee a motion for an order pursuant to Bankruptcy Rule 3018(a) (a "**Rule 3018(a) Motion**") temporarily allowing such Claim in a requested amount for purposes of voting to accept or reject the Plan on or before the Plan Objection Deadline. As to any entity filing a Rule 3018(a) Motion, such entity's Ballot shall not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing, which hearing may be held contemporaneously with the Confirmation Hearing.

- c. Ballots Not Counted. The following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:
- i. Any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim.
  - ii. Any Ballot sent to the Plan Proponents, the Plan Proponents' agents or representatives (other than the Balloting Agent), or the Bankruptcy Court; *provided, however*, that the Debtor shall transfer any hard copies of Ballots transmitted to the Debtor at its headquarters at 1099 N. Meridian Street, Suite 800, Indianapolis, Indiana 46204 on or before the Voting Deadline to the Balloting Agent for counting, and the Court may, in its discretion, transfer or direct the transfer of any Ballots sent to the Court on or before the Voting Deadline to the Balloting Agent for counting. Further, to the extent the Plan Proponents' counsel receive any Ballots via e-mail or in hard copy delivered to the Plan Proponents' law offices on or before the Voting Deadline, and such Ballots are not also received by the Balloting Agent on or before the Voting Deadline, the Voting Report shall include a list of such Ballots.
  - iii. Any Ballot transmitted to the Balloting Agent by facsimile or other means not specifically approved herein.
  - iv. Any Class 6 or Class 10 Ballot that does not contain an original signature by a Class 6 or Class 10 Claimant (or electronic signature if submitted via the E-Balloting Platform); *provided, however*, that the signature of a Class 6 or Class 10 Claimant's counsel on the Ballot will be counted for such Claimant if such counsel affirms on such Ballot, under penalty of perjury, that such counsel is authorized to file such Ballot on behalf of such Claimant.
  - v. Any Ballot cast by an entity that (1) does not hold a Claim in a Voting Class or (2) is not otherwise entitled to vote pursuant to the procedures described herein.
- d. Rejected Ballots. Except as otherwise provided herein and subject to any contrary order of the Court, the Debtor shall be entitled to reject as invalid, and exclude from counting for voting purposes, any Ballot that is not timely submitted on or prior to the Voting Deadline. Expressly reserved are the Debtor's rights to reject any and all Ballots that are not in proper form, the acceptance of which, in the opinion of the Debtor, would not be in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or this Disclosure Statement Order. The Balloting Agent shall include a schedule of any rejected Ballots, and the reason(s) for their rejection, in the Voting Report.
- e. Multiple Ballots. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last validly executed Ballot timely received shall count for voting purposes, subject to contrary order of the Court.

- f. No Vote-Splitting. Any Ballot that partially rejects and partially accepts the Plan will not be counted.
- g. Defective Ballots: The Debtor, subject to contrary order of the Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline; *provided, however*, that (1) any such waivers shall be documented in the Voting Report; (2) neither the Debtor, nor any other entities, will be under any duty to provide notification of such defects or irregularities other than as provided in the Voting Report, nor will any such party incur any liability for failure to provide such notification; and (3) unless waived by the Debtor, subject to contrary order of the Court, any defects or irregularities associated with the delivery of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
- h. Returned Solicitation Packages And Notices. If any Solicitation Packages, Disclosure Statement Hearing Notices, Confirmation Hearing Notices, or other mailings contemplated by this Disclosure Statement Order are returned as undeliverable by the United States Postal Service or other carrier, or by e-mail, the Debtor shall not be required to re-send such mailings to the applicable entity, and the Debtor's notice obligations under the Bankruptcy Code, Bankruptcy Rules, Local Rules, and this Disclosure Statement Order with respect to each such mailing shall be deemed satisfied. The Debtor shall only be required to re-send any Solicitation Package, notice, or other mailing if the entity whose service was returned as undeliverable provides the Balloting Agent with an accurate mailing address not less than ten (10) calendar days prior to the Solicitation Deadline. For the avoidance of doubt, if any entity has changed its mailing address during this chapter 11 case, the burden rests exclusively upon such entity to advise the Balloting Agent of its new address.
- i. Non-Substantive Or Immaterial Modification: The Plan Proponents shall be permitted to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballots, Disclosure Statement Hearing Notice, Confirmation Hearing Notice, Debtor's Cover Letter, Survivors' Committee's Letter, Notice Of Non-Voting Status, and any other related documents approved by this Disclosure Statement Order without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to their distribution.

15. All votes to accept or reject the Plan must be clearly set forth on the appropriate Ballot, each of which must be properly executed, completed, and delivered in accordance with and pursuant to the Solicitation and Voting Procedures so that all Ballots are actually received by the Balloting Agent on or before the Voting Deadline.

16. Any Ballots received after the Voting Deadline may be counted only in the sole and absolute discretion of the Plan Proponents.

**V. Approval Of The Confirmation Hearing Notice And Timeline For Filing Objections To The Plan.**

17. The Confirmation Hearing Notice, the form of which is attached hereto as **Exhibit 9**, constitutes adequate and sufficient notice of the Confirmation Hearing, the manner in which a copy of the Plan can be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The Debtor shall publish the Publication Notice, the form of which is attached hereto as **Exhibit 10**, one time on or before November 2, 2021 in the National Edition of USA Today.

18. The Debtor shall also provide further notice of the Confirmation Hearing by taking the following measures:

- a. Upon entry of this Order, the Debtor shall cause the Balloting Agent to post the Confirmation Hearing Notice, as well as the Plan and Disclosure Statement, on the Balloting Agent's website for this chapter 11 case at: <https://omniagentsolutions.com/usagymnastics>.
- b. Upon entry of this Order, the Debtor shall post the Confirmation Hearing Notice on its website at: [www.usagym.org](http://www.usagym.org), on its Facebook page at: <https://www.facebook.com/USAGymnastics/>, on its Instagram page at: <https://www.instagram.com/usagym>, and on its Twitter feed at: <https://twitter.com/USAGym> (including "pinning" the notice to the Debtor's Twitter page).
- c. The Debtor's Balloting Agent will maintain a toll free number which may be used by creditors to ask questions or obtain copies of the Confirmation Hearing Notice or the Solicitation Packages or parts thereof.
- d. By the Solicitation Deadline, the Debtor will mail or e-mail a copy of the Confirmation Hearing Notice to each gymnasium or similar facility that is a member of, or affiliated with, USAG. The Debtor shall include in such mailing or email a letter from USAG requesting that the gymnasium or facility post the Confirmation Hearing Notice in the gymnasium or facility, or otherwise inform the gymnasium or facility's members of the Confirmation Hearing Notice.

- e. The Debtor shall request placement of the Confirmation Hearing Notice on the U.S. Center for SafeSport website.
- f. The Debtor shall provide notice of the Confirmation Hearing by publication (or by audio) on one occasion in one or more of the following at least 21 days prior to the Voting Deadline: the GymCastic podcast, and through the Inside Gymnastics magazine's email list and social media accounts.
- g. The Debtor shall email the Confirmation Hearing Notice to all known members and former members of USAG, to the extent that the Debtor has email addresses for such members. For known members and former members that are minors, the Debtor shall email such minors' guardian, to the extent the Debtor has email addresses for such guardians.
- h. By the Solicitation Deadline, the Debtor shall send the Confirmation Hearing Notice, as well as the Plan and Disclosure Statement, to the: House Energy and Commerce Committee, the House Oversight and Government Reform Committee, the Senate Finance Committee, the Indiana Attorney General, the Texas Attorney General, the Michigan Attorney General, the Texas Rangers, and the United States Attorney for the Western District of Michigan.

19. All objections to confirmation of the Plan or requests for modifications to the Plan, if any, must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state the name and address of the objecting party and the amount and nature of the Claim of such objecting party; (d) state with particularity the basis and nature of any objection to confirmation of the Plan and, if practicable, provide a proposed modification or additional suggested language to amend the Plan in a manner that would resolve such objection; (e) be filed, contemporaneously with a proof of service, with the Court on or before the Plan Objection Deadline on December 3, 2021 at 11:59 p.m. (prevailing Eastern time); and (f) be served on the Debtor, the Survivors' Committee, and the U.S. Trustee, so as to be actually received by the Plan Objection Deadline. Objections to the Plan will not be considered by the Court unless such objections are timely filed with the Court by the Plan Objection Deadline.

20. The Plan Proponents each shall be permitted to file omnibus replies in support of confirmation of the Plan on or before the Plan Reply Deadline, to the extent multiple objections to

confirmation are timely filed and served, and otherwise comply with the requirements immediately above.

21. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

22. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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**EXHIBIT 1**

**Class 5 Ballot (General Unsecured Claims)**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: [____]
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:  USA GYMNASTICS, <sup>1</sup>  Debtor.	Chapter 11  Case No. 18-09108-RLM-11
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**CLASS 5 BALLOT FOR ACCEPTING OR REJECTING PLAN**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), and the Additional Tort Claimants Committee of Sexual Abuse Survivors (the “**Survivors’ Committee**” and, together with the Debtor, the “**Plan Proponents**”) filed the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Plan**”) on October 21, 2021. This Ballot is submitted to you by the Plan Proponents to enable you to accept or reject the Plan. Capitalized terms used in this Ballot that are not otherwise defined herein have the meaning given to them in the Plan.

The Court has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot, and is enclosed with this Ballot. The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Copies of the Disclosure Statement and the Plan are available to download for free at: <https://omniagentsolutions.com/usagymnastics/>.

You should review the Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 5 under the Plan. If you hold more than one claim in Class 5, you must vote all such claims on this single Ballot. Section 7.1.2 of the Plan provides that Holders of Allowed Class 5 Claims will receive payment from the Reorganized Debtor of 80% of their Allowed General Unsecured Claims, payable in equal installments on August 15, 2022, August 15, 2023, and August 15, 2024. Section 7.1.2 of the Plan further provides that Holders of Allowed General Unsecured Claims may elect to reduce their Claim to \$500.00, in which case their Claim

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: [____]
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will be treated as a Class 4 General Unsecured Convenience Claim for purposes of the Plan. If a Holder of an Allowed Class 5 Claim makes this election by so designating on this Ballot, that Claim will be paid \$500.00 in Cash on or as soon as reasonably practicable following the Effective Date, or upon such terms as may be agreed in writing by the Claimant and the Debtor or Reorganized Debtor.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each impaired class that vote on the Plan, and if it otherwise satisfies the requirements of Section 1129(a) of the Bankruptcy Code. If not all impaired classes vote to accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired class accepts the Plan and the Court finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

**THE VOTING DEADLINE IS NOVEMBER 29, 2021**

**You may submit your Ballot using one of two methods: (1) by electronic submission via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-Ballots>, or (2) by mail, overnight, or personal delivery to the Balloting Agent at USA Gymnastics Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. You are highly encouraged to submit your Ballot via the E-Ballot Platform.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform, it must be actually received by the Balloting Agent on or before November 29, 2021 at 11:59 p.m. (ET). If your Ballot is submitted via mail, overnight, or personal delivery, it must be actually received by the Balloting Agent on or before November 29, 2021 at 5:00 p.m. (ET). If your Ballot is not received on or before the Voting Deadline, and such deadline is not extended in the sole and absolute discretion of the Plan Proponents, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted by any means other than (1) electronic submission via the Balloting Agent’s E-Ballot Platform, or (2) mail, overnight, or personal delivery to the Balloting Agent’s address listed immediately above, your vote will not be counted for purposes of confirmation of the Plan.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: [____]
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**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-Ballots>, you will need the following information to retrieve and submit your customized electronic ballot.**

**Unique E-Ballot ID#: \_\_\_\_\_**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**CREDITORS WHO CAST A BALLOT USING THE E-BALLOT PORTAL SHOULD NOT ALSO SUBMIT A PAPER BALLOT.**

If your claim is partially liquidated and partially unliquidated, you are only allowed the liquidated amount for voting purposes. Once you have submitted your executed Ballot, you may change your vote to accept or reject the Plan by casting a superseding Ballot so that it is received on or before the Voting Deadline. If you cast more than one Ballot voting the same claim prior to the Voting Deadline, only the last Ballot timely received by the Debtor’s Balloting Agent will be counted. If the Debtor’s Balloting Agent receives more than one Ballot on the same day that are voted inconsistently, such Ballots will constitute an acceptance of the Plan. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim against the Debtor or any admission with respect to any claim by the Debtor.

**If the Plan is confirmed by the Bankruptcy Court, it will be binding upon you whether or not you vote.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: [____]
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**Item 1. Amount of Class 5 General Unsecured Claim.** The undersigned hereby certifies that the undersigned is the Holder (or the authorized signatory of such Holder) of a Class 5 General Unsecured Claim against the Debtor in the aggregate amount provided below. The Plan provides that Holders of Allowed Class 5 Claims will receive payment from the Reorganized Debtor of 80% of their Allowed General Unsecured Claims, payable in equal installments on August 15, 2022, August 15, 2023, and August 15, 2024.

Amount of Class 5 General Unsecured Claim:  \$ _____
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**Item 2. Convenience Claim Election.** Check the box below if you elect to have your Class 5 General Unsecured Claim(s) reduced to the amount of Five Hundred Dollars (\$500.00) and, therefore, to be treated as a Class 4 General Unsecured Convenience Claim. **By making this Class 4 General Unsecured Convenience Claim election (the “Convenience Claim Election”), you will be deemed to accept the Plan with respect to your General Unsecured Claim(s), reduced to the value of \$500.00.**

- The undersigned certifies that it elects to reduce the amount of its Allowed General Unsecured Claim(s) to Five Hundred Dollars (\$500.00), such that it will be entitled to receive distributions as a Holder of a Class 4 General Unsecured Convenience Claim pursuant to Section 6.4 of the Plan.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: [____]
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**Item 3. Vote on the Plan. BY ACCEPTING THE PLAN, IF THE PLAN IS CONFIRMED, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER AGREED TO THE TERMS OF THE PLAN, INCLUDING THE INJUNCTIONS AND EXCULPATIONS IN THE PLAN.**

The undersigned Holder of a Class 5 General Unsecured Claim against the Debtor in the amount identified in Item 1 above, and who did not made the Convenience Claim Election, votes to:

*(Check one box only)*

- Accept the Plan.
  
- Reject the Plan.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: [____]
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**Item 4. Agreements, Certifications, and Acknowledgements.** By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Holder of the Class 5 General Unsecured Claim described above or has the power and authority to vote to accept or reject the Plan on behalf of such Holder. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will be counted as an acceptance of the Plan. Additionally, the undersigned understands that if this Ballot is validly executed and indicates both acceptance and rejection of the Plan, this Ballot will be counted as an acceptance of the Plan.

Name of Claimant \_\_\_\_\_

Authorized Signature (original signature, unless submitted via the E-Balloting Platform) \_\_\_\_\_

Name of Signatory \_\_\_\_\_

If Authorized Agent, Name and Title \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date Completed \_\_\_\_\_

**Return this signed ballot on or before the Voting Deadline of November 29, 2021 to:**

<https://omniagentsolutions.com/USAG-Ballots>

or

**USA Gymnastics Ballot Processing  
 c/o Omni Agent Solutions  
 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367**

**EXHIBIT 2**

**Class 6 Ballot (Abuse Claims)**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**CLASS 6 BALLOT FOR ACCEPTING OR REJECTING PLAN**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), and the Additional Tort Claimants Committee of Sexual Abuse Survivors (the “**Survivors’ Committee**” and, together with the Debtor, the “**Plan Proponents**”) filed the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Plan**”) on October 21, 2021. This Ballot is submitted to you by the Plan Proponents to enable you to accept or reject the Plan. Capitalized terms used in this Ballot that are not otherwise defined herein have the meaning given to them in the Plan.

The Court has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot, and is enclosed with this Ballot. The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Copies of the Disclosure Statement and the Plan are available to download for free at: <https://omniagentsolutions.com/usagymnastics/>.

You should review the Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 6 under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each impaired class that vote on the Plan, and if it otherwise satisfies the requirements of Section 1129(a) of the Bankruptcy Code. If not all impaired classes vote to accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired class accepts the Plan and the Court finds that the Plan provides fair and equitable treatment to, and does not discriminate

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

**THE VOTING DEADLINE IS NOVEMBER 29, 2021**

**You or your counsel may submit your Ballot using one of two methods: (1) by electronic submission via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-SABallots>, or (2) by mail, overnight, or personal delivery to the Balloting Agent at USA Gymnastics Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. You are highly encouraged to submit your Ballot via the E-Ballot Platform.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform, it must be actually received by the Balloting Agent on or before November 29, 2021 at 11:59 p.m. (ET). If your Ballot is submitted via mail, overnight, or personal delivery, it must be actually received by the Balloting Agent on or before November 29, 2021 at 5:00 p.m. (ET). If your Ballot is not received on or before the Voting Deadline, and such deadline is not extended in the sole and absolute discretion of the Plan Proponents, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted by any means other than (1) electronic submission via the Balloting Agent’s E-Ballot Platform, or (2) mail, overnight, or personal delivery to the Balloting Agent’s address listed immediately above, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-SABallots>, you will need the following information to retrieve and submit your customized electronic ballot.**

**Unique E-Ballot ID#: \_\_\_\_\_**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**CREDITORS WHO CAST A BALLOT USING THE E-BALLOT PORTAL SHOULD NOT ALSO SUBMIT A PAPER BALLOT.**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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The Plan's treatment of your Class 6 Abuse Claim is described in full in the Disclosure Statement. The treatment of your Claim depends upon which Plan alternative is jointly elected by the Debtor and the Survivors' Committee. **To be clear, a vote to accept the Plan is not a vote for any particular alternative.**

Under the Plan's Full or Partial Settlement Alternative, the Trust will be created and your Abuse Claim will be channeled to the Trust for payment. The Trust will be funded with the \$2,125,000 Twistars Payment and contributions from the Settling Insurers and any other Participating Parties (which, if the entirety of the Total Settlement Demand Amount is committed, will total \$398,534,129 in addition to the Twistars Payment), and, if applicable, the assignment of Insurance Claims. In exchange for payment from the Trust, Abuse Claimants shall agree to a full and complete release of the Debtor, its Estate, the Reorganized Debtor, the Settling Insurers (identified in the Disclosure Statement), the Participating Parties (identified in the Disclosure Statement), and all known or unknown parties who may claim coverage under any insurance policy issued to the Debtor, including the Non-Debtor CGL Settling Insurer Covered Persons (identified in the Disclosure Statement), and for each of the foregoing, their Related Persons but solely acting in their capacity as such. Within ten days after receiving any payment from the Trust, Abuse Claimants shall dismiss with prejudice any and all lawsuits that such Abuse Claimants previously brought against the Debtor or any Participating Party and evidence of such dismissal with prejudice shall be promptly delivered to the Trust.

If the Partial Settlement Option is elected, and if your Abuse Claim is covered by a Non-Settling Insurer's policy (as identified on Exhibit E to the Plan), you may elect to pursue litigation against the Reorganized Debtor and any other defendant subject to the terms of the Plan. Importantly, if you elect to pursue litigation, any recovery you obtain will be limited to the proceeds of any applicable insurance policies and you shall not be entitled to recover from the Reorganized Debtor's Revested Assets or property acquired by the Reorganized Debtor after the Effective Date.

Under the Plan's Litigation Only Alternative, you are permitted to prosecute your Abuse Claim against the Reorganized Debtor in name only in the courts where such Claim was pending before the Petition Date or the court in which such Claim could have been brought, but for the automatic stay imposed by Section 362 of the Bankruptcy Code. Importantly, any recovery you obtain will be limited to the proceeds of any applicable insurance policies and you shall not be entitled to recover from the Reorganized Debtor's Revested Assets or property acquired by the Reorganized Debtor after the Effective Date.

Because your claim is unliquidated at this time, your claim is temporarily estimated in the amount of \$1.00 solely for the purposes of voting and determining acceptances of the Plan. This temporary estimation does not reflect any assessment of the value of your claim.

Once you have submitted your executed Ballot, you may change your vote to accept or reject the Plan by casting a superseding Ballot so that it is received on or before the Voting Deadline. If you cast more than one Ballot voting the same claim prior to the Voting Deadline,

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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only the last Ballot timely received by the Debtor’s Balloting Agent will be counted. If the Debtor’s Balloting Agent receives more than one Ballot on the same day that are voted inconsistently, such Ballots will constitute an acceptance of the Plan. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim against the Debtor or any admission with respect to any claim by the Debtor.

**If the Plan is confirmed by the Bankruptcy Court, it will be binding upon you whether or not you vote.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**Item 1. Vote on the Plan. BY ACCEPTING THE PLAN, IF THE PLAN IS CONFIRMED, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER AGREED TO THE TERMS OF THE PLAN, INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS IN THE PLAN.**

The undersigned Holder of a Class 6 Abuse Claim against the Debtor votes to:

*(Check one box only)*

- Accept the Plan.
  
- Reject the Plan.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**Item 2. Agreements, Certifications, and Acknowledgements.** By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Holder of the Class 6 Abuse Claim described above or has the power and authority to vote to accept or reject the Plan on behalf of such Holder. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will be counted as an acceptance of the Plan. Additionally, the undersigned understands that if this Ballot is validly executed and indicates both acceptance and rejection of the Plan, this Ballot will be counted as an acceptance of the Plan.

If the undersigned is an attorney for the Holder of the Class 6 Abuse Claim, by signing below the attorney affirms, under penalty of perjury as provided in 28 U.S.C. § 1746, that the attorney is authorized to file this Class 6 Ballot on behalf of the Holder of the Class 6 Abuse Claim.

Name of Claimant \_\_\_\_\_

Authorized Signature (original  
signature, unless submitted via the  
E-Balloting Platform) \_\_\_\_\_

Name of Signatory \_\_\_\_\_

If Authorized Agent, Name and  
Title \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date Completed \_\_\_\_\_

**Return this signed ballot on or before the Voting Deadline of November 29, 2021 to:**

<https://omniagentsolutions.com/USAG-SABallots>

or

**USA Gymnastics Ballot Processing  
c/o Omni Agent Solutions  
5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367**

**EXHIBIT 3**

**Class 7 Ballot (USOPC Claim)**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:  USA GYMNASTICS, <sup>1</sup>  Debtor.	Chapter 11  Case No. 18-09108-RLM-11
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**CLASS 7 BALLOT FOR ACCEPTING OR REJECTING PLAN**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), and the Additional Tort Claimants Committee of Sexual Abuse Survivors (the “**Survivors’ Committee**” and, together with the Debtor, the “**Plan Proponents**”) filed the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Plan**”) on October 21, 2021. This Ballot is submitted to you by the Plan Proponents to enable you to accept or reject the Plan. Capitalized terms used in this Ballot that are not otherwise defined herein have the meaning given to them in the Plan.

The Court has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot, and is enclosed with this Ballot. The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Copies of the Disclosure Statement and the Plan are available to download for free at: <https://omniagentsolutions.com/usagymnastics/>.

You should review the Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 7 under the Plan.<sup>2</sup>

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

<sup>2</sup> With respect to the portion of your Claim that seeks payment of the liquidated amount of \$88,983.24, the Plan’s Litigation Only Alternative treats such Claim as a Class 5 General Unsecured Claim and you shall receive a separate ballot pertaining to such Class 5 General Unsecured Claim.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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each impaired class that vote on the Plan, and if it otherwise satisfies the requirements of Section 1129(a) of the Bankruptcy Code. If not all impaired classes vote to accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired class accepts the Plan and the Court finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

**THE VOTING DEADLINE IS NOVEMBER 29, 2021**

**You may submit your Ballot using one of two methods: (1) by electronic submission via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-Ballots>, or (2) by mail, overnight, or personal delivery to the Balloting Agent at USA Gymnastics Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. You are highly encouraged to submit your Ballot via the E-Ballot Platform.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform, it must be actually received by the Balloting Agent on or before November 29, 2021 at 11:59 p.m. (ET). If your Ballot is submitted via mail, overnight, or personal delivery, it must be actually received by the Balloting Agent on or before November 29, 2021 at 5:00 p.m. (ET). If your Ballot is not received on or before the Voting Deadline, and such deadline is not extended in the sole and absolute discretion of the Plan Proponents, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted by any means other than (1) electronic submission via the Balloting Agent’s E-Ballot Platform, or (2) mail, overnight, or personal delivery to the Balloting Agent’s address listed immediately above, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-Ballots>, you will need the following information to retrieve and submit your customized electronic ballot.**

**Unique E-Ballot ID#: \_\_\_\_\_**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**CREDITORS WHO CAST A BALLOT USING THE E-BALLOT PORTAL SHOULD NOT ALSO SUBMIT A PAPER BALLOT.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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The Plan's treatment of your Class 7 USOPC Claim is described in full in the Disclosure Statement. The treatment of your Claim depends upon which Plan alternative is jointly elected by the Debtor and the Survivors' Committee. **To be clear, a vote to accept the Plan is not a vote for any particular alternative.**

Under the Plan's Full or Partial Settlement Alternative, the Trust will be created and your Claim will be channeled to the Trust. All rights that you have to receive indemnification or reimbursement from the Debtor shall be satisfied by granting you the protection of the Channeling Injunction (described in Section 12.3 of the Plan), which will bar any entity from asserting any claim on account of Sexual Abuse relating to the Debtor directly against you. Such claims may only be asserted against the Trust after the Effective Date of the Plan. In exchange for the benefit of the Channeling Injunction, all claims and causes of action that you may have against the Debtor, the Estate, or the Reorganized Debtor (including any of your rights to receive indemnification or reimbursement from the Debtor, the Estate, or the Reorganized Debtor) shall be deemed waived, released, and discharged as of the Effective Date, and you will not be permitted to recover from the Reorganized Debtor's Revested Assets or property acquired by the Reorganized Debtor after the Effective Date.

If the Partial Settlement Option is elected, all rights that you have to receive indemnification or reimbursement from the Debtor under any of the Debtor's Settling Insurance Policies, with respect to Abuse Claims falling under the insurance policies of any Settling Insurer, shall be satisfied by granting you the benefit of the Channeling Injunction (described in Section 12.3 of the Plan). The Channeling Injunction will bar any entity from asserting any claims on account of Sexual Abuse relating to the Debtor directly against you, so long as such claims fall under the insurance policies of any Settling Insurer. You will retain any rights that you have to receive indemnification or reimbursement from the Debtor for Abuse Claims falling under the Debtor CGL Insurance Policies issued by a Non-Settling Insurer, but only to the extent that there is coverage under such policies for your Class 7 USOPC Claim.

Under the Plan's Litigation Only Alternative, all rights that you have to reimbursement or indemnification from the Debtor will be preserved but the sole source of recovery for your Class 7 USOPC Claim shall be from the Debtor CGL Insurance Policies and absolutely no other assets.

Because your Class 7 USOPC Claim is unliquidated at this time, your claim is temporarily estimated in the amount of \$1.00 solely for the purposes of voting and determining acceptances of the Plan. This temporary estimation does not reflect any assessment of the value of your claim.

Once you have submitted your executed Ballot, you may change your vote to accept or reject the Plan by casting a superseding Ballot so that it is received on or before the Voting Deadline. If you cast more than one Ballot voting the same claim prior to the Voting Deadline, only the last Ballot timely received by the Debtor's Balloting Agent will be counted. If the Debtor's Balloting Agent receives more than one Ballot on the same day that are voted inconsistently, such

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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Ballots will constitute an acceptance of the Plan. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim against the Debtor or any admission with respect to any claim by the Debtor.

**If the Plan is confirmed by the Bankruptcy Court, it will be binding upon you whether or not you vote.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**Item 1. Vote on the Plan. BY ACCEPTING THE PLAN, IF THE PLAN IS CONFIRMED, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER AGREED TO THE TERMS OF THE PLAN, INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS IN THE PLAN.**

The undersigned Holder of the Class 7 USOPC Claim votes to:

*(Check one box only)*

- Accept the Plan.
  
- Reject the Plan.

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**Item 2. Agreements, Certifications, and Acknowledgements.** By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Holder of the Class 7 USOPC Claim described above or has the power and authority to vote to accept or reject the Plan on behalf of such Holder. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will be counted as an acceptance of the Plan. Additionally, the undersigned understands that if this Ballot is validly executed and indicates both acceptance and rejection of the Plan, this Ballot will be counted as an acceptance of the Plan.

Name of Claimant \_\_\_\_\_

Authorized Signature (original  
signature, unless submitted via the  
E-Balloting Platform) \_\_\_\_\_

Name of Signatory \_\_\_\_\_

If Authorized Agent, Name and  
Title \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date Completed \_\_\_\_\_

**Return this signed ballot on or before the Voting Deadline of November 29, 2021 to:**

<https://omniagentsolutions.com/USAG-Ballots>

or

**USA Gymnastics Ballot Processing  
c/o Omni Agent Solutions  
5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367**

**EXHIBIT 4**

**Class 8 Ballot (Indemnification Claims)**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:  USA GYMNASTICS, <sup>1</sup>  Debtor.	Chapter 11  Case No. 18-09108-RLM-11
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**CLASS 8 BALLOT FOR ACCEPTING OR REJECTING PLAN**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), and the Additional Tort Claimants Committee of Sexual Abuse Survivors (the “**Survivors’ Committee**” and, together with the Debtor, the “**Plan Proponents**”) filed the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Plan**”) on October 21, 2021. This Ballot is submitted to you by Plan Proponents to enable you to accept or reject the Plan. Capitalized terms used in this Ballot that are not otherwise defined herein have the meaning given to them in the Plan.

The Court has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot, and is enclosed with this Ballot. The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Copies of the Disclosure Statement and the Plan are available to download for free at: <https://omniagentsolutions.com/usagymnastics/>.

You should review the Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 8 under the Plan. If you hold more than one Claim in Class 8, you must vote all such Claims on this single Ballot.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each impaired class that vote on the Plan, and if it otherwise satisfies the requirements of Section 1129(a) of the Bankruptcy Code. If not all impaired classes vote to accept the Plan, the

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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Bankruptcy Court may nevertheless confirm the Plan if at least one impaired class accepts the Plan and the Court finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

**THE VOTING DEADLINE IS NOVEMBER 29, 2021**

**You may submit your Ballot using one of two methods: (1) by electronic submission via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-Ballots>, or (2) by mail, overnight, or personal delivery to the Balloting Agent at USA Gymnastics Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. You are highly encouraged to submit your Ballot via the E-Ballot Platform.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform, it must be actually received by the Balloting Agent on or before November 29, 2021 at 11:59 p.m. (ET). If your Ballot is submitted via mail, overnight, or personal delivery, it must be actually received by the Balloting Agent on or before November 29, 2021 at 5:00 p.m. (ET). If your Ballot is not received on or before the Voting Deadline, and such deadline is not extended in the sole and absolute discretion of the Plan Proponents, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted by any means other than (1) electronic submission via the Balloting Agent’s E-Ballot Platform, or (2) mail, overnight, or personal delivery to the Balloting Agent’s address listed immediately above, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-Ballots>, you will need the following information to retrieve and submit your customized electronic ballot.**

**Unique E-Ballot ID#: \_\_\_\_\_**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**CREDITORS WHO CAST A BALLOT USING THE E-BALLOT PORTAL SHOULD NOT ALSO SUBMIT A PAPER BALLOT.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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The Plan's treatment of your Class 8 Indemnification Claim is described in full in the Disclosure Statement. The treatment of your Claim depends upon which Plan alternative is jointly elected by the Debtor and the Survivors' Committee. **To be clear, a vote to accept the Plan is not a vote for any particular alternative.**

Under the Plan's Full or Partial Settlement Alternative, the Trust will be created and your Claim will be channeled to the Trust. All rights that you have to receive indemnification or reimbursement from the Debtor shall be satisfied by granting you the protection of the Channeling Injunction (described in Section 12.3 of the Plan), which will bar any entity from asserting any claim on account of Sexual Abuse relating to the Debtor directly against you. Such claims may only be asserted against the Trust after the Effective Date of the Plan. In exchange for the benefit of the Channeling Injunction, all claims and causes of action that you may have against the Debtor, the Estate, or the Reorganized Debtor (including any of your rights to receive indemnification or reimbursement from the Debtor, the Estate, or the Reorganized Debtor) shall be deemed waived, released, and discharged as of the Effective Date, and you will not be permitted to recover from the Reorganized Debtor's Revested Assets or property acquired by the Reorganized Debtor after the Effective Date.

If the Partial Settlement Option is elected, all rights that you have to receive indemnification or reimbursement from the Debtor under any of the Debtor's Settling Insurance Policies, with respect to Abuse Claims falling under the insurance policies of any Settling Insurer, shall be satisfied by granting you the benefit of the Channeling Injunction (described in Section 12.3 of the Plan). The Channeling Injunction will bar any entity from asserting any claim on account of Sexual Abuse relating to the Debtor directly against you, so long as such claims fall under the insurance policies of any Settling Insurer. You will retain any rights that you have to receive indemnification or reimbursement from the Debtor for Abuse Claims falling under the Debtor CGL Insurance Policies issued by a Non-Settling Insurer, but only to the extent that there is coverage under such policies for your Class 8 Indemnification Claim.

Under the Plan's Litigation Only Alternative, all rights that you have to reimbursement or indemnification from the Debtor are preserved but the sole source of recovery for your Class 8 Indemnification Claim shall be from the Debtor CGL Insurance Policies and absolutely no other assets.

Because your Class 8 Indemnification Claim is unliquidated at this time, your claim is temporarily estimated in the amount of \$1.00 solely for the purposes of voting and determining acceptances of the Plan. This temporary estimation does not reflect any assessment of the value of your claim.

Once you have submitted your executed Ballot, you may change your vote to accept or reject the Plan by casting a superseding Ballot so that it is received on or before the Voting Deadline. If you cast more than one Ballot voting the same claim prior to the Voting Deadline, only the last Ballot timely received by the Debtor's Balloting Agent will be counted. If the Debtor's

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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Balloting Agent receives more than one Ballot on the same day that are voted inconsistently, such Ballots will constitute an acceptance of the Plan. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim against the Debtor or any admission with respect to any claim by the Debtor.

**If the Plan is confirmed by the Bankruptcy Court, it will be binding upon you whether or not you vote.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**Item 1. Vote on the Plan. BY ACCEPTING THE PLAN, IF THE PLAN IS CONFIRMED, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER AGREED TO THE TERMS OF THE PLAN, INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS IN THE PLAN.**

The undersigned Holder of a Class 8 Indemnification Claim votes to:

*(Check one box only)*

- Accept the Plan.
  
- Reject the Plan.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**Item 2. Agreements, Certifications, and Acknowledgements.** By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Holder of a Class 8 Indemnification Claim or has the power and authority to vote to accept or reject the Plan on behalf of such Holder. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will be counted as an acceptance of the Plan. Additionally, the undersigned understands that if this Ballot is validly executed and indicates both acceptance and rejection of the Plan, this Ballot will be counted as an acceptance of the Plan.

Name of Claimant \_\_\_\_\_

Authorized Signature (original  
signature, unless submitted via the  
E-Balloting Platform) \_\_\_\_\_

Name of Signatory \_\_\_\_\_

If Authorized Agent, Name and  
Title \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date Completed \_\_\_\_\_

**Return this signed ballot on or before the Voting Deadline of November 29, 2021 to:**

<https://omniagentsolutions.com/USAG-Ballots>

or

**USA Gymnastics Ballot Processing  
c/o Omni Agent Solutions  
5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367**

**EXHIBIT 5**

**Class 9 Ballot (FCR Claim)**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**CLASS 9 BALLOT FOR ACCEPTING OR REJECTING PLAN**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), and the Additional Tort Claimants Committee of Sexual Abuse Survivors (the “**Survivors’ Committee**” and, together with the Debtor, the “**Plan Proponents**”) filed the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Plan**”) on October 21, 2021. This Ballot is submitted to you by the Plan Proponents to enable you to accept or reject the Plan. Capitalized terms used in this Ballot that are not otherwise defined herein have the meaning given to them in the Plan.

The Court has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot, and is enclosed with this Ballot. The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Copies of the Disclosure Statement and the Plan are available to download for free at: <https://omniagentsolutions.com/usagymnastics/>.

You should review the Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 9 under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each impaired class that vote on the Plan, and if it otherwise satisfies the requirements of Section 1129(a) of the Bankruptcy Code. If not all impaired classes vote to accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired class accepts the Plan and the Court finds that the Plan provides fair and equitable treatment to, and does not discriminate

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

**THE VOTING DEADLINE IS NOVEMBER 29, 2021**

**You may submit your Ballot using one of two methods: (1) by electronic submission via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-SABallots>, or (2) by mail, overnight, or personal delivery to the Balloting Agent at USA Gymnastics Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. You are highly encouraged to submit your Ballot via the E-Ballot Platform.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform, it must be actually received by the Balloting Agent on or before November 29, 2021 at 11:59 p.m. (ET). If your Ballot is submitted via mail, overnight, or personal delivery, it must be actually received by the Balloting Agent on or before November 29, 2021 at 5:00 p.m. (ET). If your Ballot is not received on or before the Voting Deadline, and such deadline is not extended in the sole and absolute discretion of the Plan Proponents, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted by any means other than (1) electronic submission via the Balloting Agent’s E-Ballot Platform, or (2) mail, overnight, or personal delivery to the Balloting Agent’s address listed immediately above, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-SABallots>, you will need the following information to retrieve and submit your customized electronic ballot.**

**Unique E-Ballot ID#: \_\_\_\_\_**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**CREDITORS WHO CAST A BALLOT USING THE E-BALLOT PORTAL SHOULD NOT ALSO SUBMIT A PAPER BALLOT.**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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The Plan’s treatment of your Class 9 FCR Claim is described in full in the Disclosure Statement. The treatment of your Claim depends upon which Plan alternative is jointly elected by the Debtor and the Survivors’ Committee. **To be clear, a vote to accept the Plan is not a vote for any particular alternative.**

Under the Plan’s Full or Partial Settlement Alternative, the Trust will be established and will make distributions in full satisfaction of all Abuse Claims and Future Claims. 1% of the Net Settlement Payment used to fund the Trust is reserved exclusively for Future Claims. If you vote in favor of the Plan, and if the Plan is implemented under the Full or Partial Settlement Alternative, the Future Claimants you represent will be subject to the releases, injunctions, and exculpations set forth fully in the Plan and Disclosure Statement.

Under the Plan’s Litigation Alternative, there will be no Future Claimant Reserve established for Future Claimants.

Because your claim is unliquidated at this time, your claim is temporarily estimated in the amount of \$1.00 solely for the purposes of voting and determining acceptances of the Plan. This temporary estimation does not reflect any assessment of the value of your claim.

Once you have submitted your executed Ballot, you may change your vote to accept or reject the Plan by casting a superseding Ballot so that it is received on or before the Voting Deadline. If you cast more than one Ballot voting the same claim prior to the Voting Deadline, only the last Ballot timely received by the Debtor’s Balloting Agent will be counted. If the Debtor’s Balloting Agent receives more than one Ballot on the same day that are voted inconsistently, such Ballots will constitute an acceptance of the Plan. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim against the Debtor or any admission with respect to any claim by the Debtor.

**If the Plan is confirmed by the Bankruptcy Court, it will be binding upon you whether or not you vote.**

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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**Item 1. Vote on the Plan. BY ACCEPTING THE PLAN, IF THE PLAN IS CONFIRMED, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER AGREED TO THE TERMS OF THE PLAN, INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS IN THE PLAN.**

The undersigned Holder of the Class 9 FCR Claim against the Debtor votes to:

*(Check one box only)*

- Accept the Plan.
  
- Reject the Plan.

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**Item 2. Agreements, Certifications, and Acknowledgements.** By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Holder of the Class 9 FCR Claim described above or has the power and authority to vote to accept or reject the Plan on behalf of such Holder. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will be counted as an acceptance of the Plan. Additionally, the undersigned understands that if this Ballot is validly executed and indicates both acceptance and rejection of the Plan, this Ballot will be counted as an acceptance of the Plan.

Name of Claimant \_\_\_\_\_

Authorized Signature (original  
signature, unless submitted via the  
E-Balloting Platform) \_\_\_\_\_

Name of Signatory \_\_\_\_\_

If Authorized Agent, Name and  
Title \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date Completed \_\_\_\_\_

**Return this signed ballot on or before the Voting Deadline of November 29, 2021 to:**

<https://omniagentsolutions.com/USAG-SABallots>

or

**USA Gymnastics Ballot Processing  
c/o Omni Agent Solutions  
5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367**

**EXHIBIT 6**

**Class 10 Ballot (Abuse Claims Filed After the Bar Date)**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**CLASS 10 BALLOT FOR ACCEPTING OR REJECTING PLAN**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), and the Additional Tort Claimants Committee of Sexual Abuse Survivors (the “**Survivors’ Committee**” and, together with the Debtor, the “**Plan Proponents**”) filed the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Plan**”) on October 21, 2021. This Ballot is submitted to you by the Plan Proponents to enable you to accept or reject the Plan. Capitalized terms used in this Ballot that are not otherwise defined herein have the meaning given to them in the Plan.

The Court has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot, and is enclosed with this Ballot. The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Copies of the Disclosure Statement and the Plan are available to download for free at: <https://omniagentsolutions.com/usagymnastics/>.

You should review the Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 10 under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each impaired class that vote on the Plan, and if it otherwise satisfies the requirements of Section 1129(a) of the Bankruptcy Code. If not all impaired classes vote to accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired class accepts the Plan and the Court finds that the Plan provides fair and equitable treatment to, and does not discriminate

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

BallotID: [____] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [____]	Claimant: [____]	Vote Amount: \$1.00
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unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

**THE VOTING DEADLINE IS NOVEMBER 29, 2021**

**You or your counsel may submit your Ballot using one of two methods: (1) by electronic submission via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-SABallots>, or (2) by mail, overnight, or personal delivery to the Balloting Agent at USA Gymnastics Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. You are highly encouraged to submit your Ballot via the E-Ballot Platform.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform, it must be actually received by the Balloting Agent on or before November 29, 2021 at 11:59 p.m. (ET). If your Ballot is submitted via mail, overnight, or personal delivery, it must be actually received by the Balloting Agent on or before November 29, 2021 at 5:00 p.m. (ET). If your Ballot is not received on or before the Voting Deadline, and such deadline is not extended in the sole and absolute discretion of the Plan Proponents, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted by any means other than (1) electronic submission via the Balloting Agent’s E-Ballot Platform, or (2) mail, overnight, or personal delivery to the Balloting Agent’s address listed immediately above, your vote will not be counted for purposes of confirmation of the Plan.**

**If your Ballot is submitted via the Balloting Agent’s E-Ballot Platform at <https://omniagentsolutions.com/USAG-SABallots>, you will need the following information to retrieve and submit your customized electronic ballot.**

**Unique E-Ballot ID#: \_\_\_\_\_**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**CREDITORS WHO CAST A BALLOT USING THE E-BALLOT PORTAL SHOULD NOT ALSO SUBMIT A PAPER BALLOT.**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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The Plan's treatment of your Class 10 Abuse Claim Filed After the Bar Date is described in full in the Disclosure Statement. The treatment of your Claim depends upon which Plan alternative is jointly elected by the Debtor and the Survivors' Committee. **To be clear, a vote to accept the Plan is not a vote for any particular alternative.**

Under the Plan's Full or Partial Settlement Alternative, Holders of Class 10 Claims may file a Claim with the Settlement Trustee to be deemed a Future Claimant and may recover from the Future Claimant Reserve, provided funds remain in such Future Claimant Reserve, only if the Settlement Trustee, in consultation with the FCR, determines that the Holder of such Claim has proven by a preponderance of the evidence that such Holder meets the definition of a Future Claimant and such Holder's Claim meets the definition of a Sexual Abuse Claim.

Under the Plan's Litigation Alternative, Holders of Class 10 Claims may prosecute their Claims against the Reorganized Debtor in name only in the courts where such Claims were pending before the Petition Date or the courts in which such Claims could have been brought, but for the automatic stay imposed by Section 362 of the Bankruptcy Code, and to recover any judgments or awards exclusively from any applicable insurance policies, and not from the Reorganized Debtor's Revested Assets or property acquired by the Reorganized Debtor after the Effective Date. For the avoidance of doubt, only the proceeds of any applicable insurance policies will be available to satisfy Class 10 Claims. The Debtor is not admitting liability for any such Claims.

Because your claim is unliquidated at this time, your claim is temporarily estimated in the amount of \$1.00 solely for the purposes of voting and determining acceptances of the Plan. This temporary estimation does not reflect any assessment of the value of your claim.

Once you have submitted your executed Ballot, you may change your vote to accept or reject the Plan by casting a superseding Ballot so that it is received on or before the Voting Deadline. If you cast more than one Ballot voting the same claim prior to the Voting Deadline, only the last Ballot timely received by the Debtor's Balloting Agent will be counted. If the Debtor's Balloting Agent receives more than one Ballot on the same day that are voted inconsistently, such Ballots will constitute an acceptance of the Plan. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim against the Debtor or any admission with respect to any claim by the Debtor.

**If the Plan is confirmed by the Bankruptcy Court, it will be binding upon you whether or not you vote.**

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**Item 1. Vote on the Plan. BY ACCEPTING THE PLAN, IF THE PLAN IS CONFIRMED, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER AGREED TO THE TERMS OF THE PLAN, INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS IN THE PLAN.**

The undersigned Holder of a Class 10 Abuse Claim Filed After the Bar Date against the Debtor votes to:

*(Check one box only)*

- Accept the Plan.
  
- Reject the Plan.

BallotID: [ ] Case No: 18-9108 Debtor: USA Gymnastics Claim / Sched. No: [ ]	Claimant: [ ]	Vote Amount: \$1.00
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**Item 2. Agreements, Certifications, and Acknowledgements.** By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Holder of the Class 10 Abuse Claim Filed After the Bar Date described above or has the power and authority to vote to accept or reject the Plan on behalf of such Holder. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will be counted as an acceptance of the Plan. Additionally, the undersigned understands that if this Ballot is validly executed and indicates both acceptance and rejection of the Plan, this Ballot will be counted as an acceptance of the Plan.

If the undersigned is an attorney for the Holder of the Class 10 Abuse Claim Filed After the Bar Date, by signing below the attorney affirms, under penalty of perjury as provided in 28 U.S.C. § 1746, that the attorney is authorized to file this Class 10 Ballot on behalf of the Holder of the Class 10 Abuse Claim Filed After the Bar Date.

Name of Claimant \_\_\_\_\_

Authorized Signature (original signature, unless submitted via the E-Balloting Platform) \_\_\_\_\_

Name of Signatory \_\_\_\_\_

If Authorized Agent, Name and Title \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date Completed \_\_\_\_\_

**Return this signed ballot on or before the Voting Deadline of November 29, 2021 to:**

<https://omniagentsolutions.com/USAG-SABallots>

or

**USA Gymnastics Ballot Processing  
 c/o Omni Agent Solutions  
 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367**

**EXHIBIT 7**

**Debtor's Cover Letter**



1099 North Meridian Street  
Suite 800  
Indianapolis, IN 46204  
P 317.237.5050  
F 317.732.1791

[usagym.org](http://usagym.org)

October 25, 2021

Dear Claimant of USA Gymnastics:

On December 13-14, 2021, the Bankruptcy Court will hold a hearing to approve the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors*. This Plan not only provides for payment of creditors' claims, but also for continued changes to the organization's safety protocols.

USAG has filed this Plan jointly with the Survivors' Committee, and we greatly appreciate the Committee for all of the hard work that has made the Plan possible.

I thank you for your consideration of the Plan and ask for your vote in support of it.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "L. L. Leung", with a long, sweeping flourish extending to the right.

Li Li Leung  
President and CEO  
USA Gymnastics

**EXHIBIT 8**

**Survivors' Committee's Letter**

**OPEN LETTER TO ABUSE CLAIMANTS  
RECOMMENDING THAT THEY VOTE TO ACCEPT THE PLAN**

**To: All Abuse Claimants of USA Gymnastics, Bankruptcy Case No. 18-09108-RLM**

The Additional Tort Claimants Committee of Sexual Abuse Survivors (the “Committee”) of The USA Gymnastics (the “Debtor”) is the statutory fiduciary representative of holders of Abuse Claims of the Debtor appointed by the office of the United States Trustee, a division of the United States Department of Justice. For the reasons set forth below, the Committee recommends that Holders of Abuse Claims (Class 6) vote to ACCEPT the *Third Amended Joint Chapter 11 Plan of Reorganization Proposed by USA Gymnastics and the Additional Tort Claimants Committee of Sexual Abuse Survivors* (the “Plan”) enclosed with this letter.<sup>1</sup> The Committee is comprised of nine survivors of sexual abuse by individuals for whom the Debtor was responsible.

The proposed settlement embodied in the Plan is the result of extensive mediation and arm’s-length negotiation efforts between the various stakeholders in this Chapter 11 case, including the Committee, the Debtor, and representatives of Abuse Claimants (as defined in the Plan), the Debtor’s insurers, either (i) the United States Olympic and Paralympic Committee (“USOPC”) and its insurers. Under the Plan, the Debtor’s insurers, the USOPC’s insurers and/or the USOPC will fund a settlement fund of \$400,659,129 (the “Settlement Amount”) by the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) currently scheduled for December 13-14, 2021 or (ii) all Abuse Claimants will be free to litigate their claims pursuant to the terms of the Plan.

If the Settlement Amount is fully funded, survivors of sexual abuse will be able to share in the settlement fund pursuant to the terms of the Plan and exhibits thereto, the Debtor would receive a discharge, the USOPC would receive the benefit of a channeling injunction, and their respective insurers would receive the benefit of buybacks of their insurance policies and a channeling injunction.

If the Settlement Amount is not funded by the Confirmation Hearing, then each survivor may elect to continue litigation against the Debtor, USOPC and any other person or entity liable for their abuse; provided, however, that recoveries against the Debtor would be limited to the amount of insurance available to the Debtor to cover each survivor’s individual claims.

The Committee supports the plan as it provides for resolution of this case or allows Abuse Claimants to continue litigation of claims and seek recoveries

For the reasons stated above, among others, the Committee believes that the Plan is in the best interests of all creditors, especially Holders of Abuse Claims (Class 6), and urge the Holders of Abuse Claims (Class 6) to vote to ACCEPT the Plan.

Before voting, all creditors are strongly urged to carefully read and review in their entirety the Disclosure Statement and Plan. **The Disclosure Statement contains extensive information with respect to the Plan and we encourage you to review the Disclosure Statement and Plan carefully before you cast a vote(s) to accept or reject the Plan.**

The deadline to vote to accept or reject the Plan is **November 29, 2021 at 5:00 p.m. (Eastern Time)** (the “Voting Deadline”). Please complete and submit your ballot in accordance with the instructions contained in the solicitation package so that it is received no later than the Voting Deadline. Please contact the undersigned with any questions regarding this matter.

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<sup>1</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Plan.

Sincerely,

*Additional Tort Claimants Committee of Sexual Abuse  
Survivors*

Counsel to the Committee:

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Ilan D. Scharf

James I. Stang, Esq. (admitted *pro hac vice*)

Ilan D. Scharf, Esq. (admitted *pro hac vice*)

10100 Santa Monica Blvd., 13th Floor

Los Angeles, CA 90067-4003

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

E-mail: [jstang@pszjlaw.com](mailto:jstang@pszjlaw.com)

[ischarf@pszjlaw.com](mailto:ischarf@pszjlaw.com)

-and-

RUBIN & LEVIN, P.C.

Meredith R. Theisen, Esq.

Deborah J. Caruso, Esq.

135 N. Pennsylvania Street, Suite 1400

Indianapolis, IN 46204

Telephone: (317) 634-0300

Facsimile: (317) 263-9411

Email: [dcaruso@rubin-levin.net](mailto:dcaruso@rubin-levin.net)

[mtheisen@rubin-levin.net](mailto:mtheisen@rubin-levin.net)

**EXHIBIT 9**

**Confirmation Hearing Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**NOTICE OF APPROVAL OF DISCLOSURE STATEMENT,  
CONFIRMATION HEARING, AND PLAN CONFIRMATION PROCEDURES**

**PLEASE TAKE NOTICE** that by order, entered on October 25, 2021 (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the Southern District of Indiana (the “**Bankruptcy Court**”) has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* [Dkt. 1642] (the “**Disclosure Statement**”), filed by USA Gymnastics as debtor and debtor in possession (the “**Debtor**”), and authorized the Debtor and the Additional Tort Claimants Committee of Sexual Abuse Survivors to solicit votes with respect to the approval or rejection of the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* [Dkt. 1641] (the “**Plan**”), attached as Exhibit 1 to the Disclosure Statement.<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that holders of claims entitled to vote to accept or reject the Plan will receive the following materials: (a) this Notice; (b) a copy of the Disclosure Statement Order (without exhibits); (c) the Disclosure Statement; (d) the Plan; and (e) a ballot (and return envelope) (each, a “**Ballot**”) to be used in voting to accept or reject the Plan (collectively, the “**Solicitation Packages**”).

**PLEASE TAKE FURTHER NOTICE** that the Disclosure Statement Order establishes **November 29, 2021, as the deadline for the submission of Ballots to accept or reject the Plan** (the “**Voting Deadline**”). All Ballots must actually be received by the Debtor’s balloting agent, Omni Agent Solutions, Inc. (the “**Balloting Agent**”), by the Voting Deadline, as noted on the Ballot. Failure to follow the instructions set forth on the Ballot may disqualify that Ballot and the vote represented thereby.

**PLEASE TAKE FURTHER NOTICE** that holders of Class 1 Other Priority Claims, the Class 2 PNC Bank Claim, the Class 3 Sharp Claim, and Class 4 General Unsecured Convenience Claims are not entitled to vote to accept or reject the Plan and, therefore, will receive a notice of non-voting status rather than a Ballot. If you hold claims in one or more of these classes, have

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

<sup>2</sup> Capitalized terms used herein but not defined shall have the meanings set forth in the Plan.

timely filed a proof of claim, and disagree with the Debtor's classification of, objection to, or request for estimation of your claim and believe you should be entitled to vote on the Plan, then you must file with the Court a motion (a "**Rule 3018(a) Motion**") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") temporarily allowing your claim in a different amount or a different class for purposes of voting to accept or reject the Plan. **All Rule 3018(a) Motions must be filed by December 3, 2021 at 11:59 p.m. (prevailing Eastern time)**. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered.

**PLEASE TAKE FURTHER NOTICE** that a hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") is set for **December 13-14, 2021 at 9:00 a.m. (prevailing Eastern time)**, before the Honorable Robyn Moberly, Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Indiana, **in person in Courtroom 329, U.S. Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46204**. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date at the Confirmation Hearing or any continued hearing.

**PLEASE TAKE FURTHER NOTICE** that a dial-in telephone number for interested parties to listen to the Confirmation Hearing, but not actively participate, is 1-888-273-3658, passcode: 9247462#.

**PLEASE TAKE FURTHER NOTICE** that, to the extent the Court determines to hold the Confirmation Hearing remotely, the Debtor will file (but will not serve) an amended notice of the Confirmation Hearing on the Court's docket, and will also post the amended notice of the Confirmation Hearing on its website and on its restructuring website.

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the confirmation of the Plan must: (a) be in writing, (b) conform to the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Southern District of Indiana, and any orders of the Court, (c) state the name and address of the objecting party and the amount and nature of the Claim of such party, and (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, provide a proposed modification or additional suggested language to amend the Plan in a manner that would resolve such objection. Any objections must be filed with the Bankruptcy Court no later than **December 3, 2021 at 11:59 p.m. (prevailing Eastern time)** (the "**Plan Objection Deadline**"), and served so as to be actually received by the parties below on or before the Plan Objection Deadline, which service may be through the CM/ECF system, with courtesy copies by email:

- (a) Counsel to the Debtors, Jenner & Block LLP, 353 N. Clark St., Chicago, Illinois 60654 (Attn: Catherine Steege (csteege@jenner.com), Dean N. Panos (dpanos@jenner.com), Melissa M. Root (mroot@jenner.com), and Adam T. Swingle (aswingle@jenner.com));
- (b) Counsel to the Survivors' Committee, (i) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, California 90067 (Attn: James

I. Stang (jstang@pszjlaw.com), Ilan D. Scharf (isharf@pszjlaw.com), and Joshua M. Fried (jfried@pszjlaw.com)), and (ii) Rubin & Levin, P.C., 135 N. Pennsylvania Street, Suite 1400, Indianapolis, Indiana 46204 (Attn: Meredith R. Theisen (mtheisen@rubin-levin.net) and Deborah J. Caruso (dcaruso@rubin-levin.net));

- (c) The Office of the United States Trustee, 101 W. Ohio St., Suite 1000, Indianapolis, Indiana 46204 (Attn: Laura A. DuVall (Laura.DuVall@usdoj.gov)).

**UNLESS AN OBJECTION TO THE PLAN IS TIMELY FILED AND SERVED BY DECEMBER 3, 2021 AT 11:59 P.M. (PREVAILING EASTERN TIME), IT MAY NOT BE CONSIDERED AT THE CONFIRMATION HEARING.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Disclosure Statement, the Plan, and related documents may be accessed through the case website at: <https://omniagentsolutions.com/usagymnastics>, or by contacting the Debtor's attorneys, on PACER, or from the Clerk of the Court.

**PLEASE TAKE FURTHER NOTICE THAT THE PLAN PROPOSES CERTAIN RELEASES, INJUNCTIONS, AND EXCULPATIONS.** In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the releases, injunctions, and exculpations contained in the Plan:

**Article XI. Abuse Claimants' And Future Claimants' Release.** Under the Plan's Full or Partial Settlement Alternative, to receive a distribution from the Trust, Abuse Claimants and Future Claimants must execute a full and complete general release, as described in Section 11.2.1 of the Plan, of any and all Claims arising from or relating to Abuse Claims or Future Claims against the following parties, all of whom are identified in the Plan and Disclosure Statement: the Debtor, the Estate, the Reorganized Debtor, the Settling Insurers, all Participating Parties, and all known or unknown parties who may claim coverage under any insurance policy issued to the Debtor, including the Non-Debtor CGL Settling Insurer Covered Persons, and, for each of the foregoing, their Related Persons but solely acting in their capacity as such. If the Full or Partial Settlement Alternative is jointly elected by the Debtor and the Survivors' Committee, by voting in favor of Plan, Abuse Claimants and Future Claimants necessarily consent to this release.

**Article XII. Mutual Release Between Debtor, Participating Parties, Non-Debtor CGL Settling Insurer Covered Persons, and Settling Insurers.** Under the Plan's Full or Partial Settlement Alternative, Section 12.9 of the Plan provides that, on the Effective Date, the Debtor, the Estate, and the Reorganized Debtor, on the one hand, and the Participating Parties, Non-Debtor CGL Settling Insurer Covered Persons, and Settling Insurers, on the other hand, shall be deemed to have waived, released, and discharged any and all claims or causes of action of every kind and nature, known or unknown, that they may have against each other, and their respective related persons, including claims arising under or against their respective insurance policies. No such claim will survive the Effective Date. No such claim will be deemed to be assigned to the Trust.

**Article XII. Channeling Injunction.** Under the Plan's Full or Partial Settlement Alternative, certain claims will be channeled to the Trust. These Channeled Claims are defined in full in Section 1.1.25 of the Plan, but they include the Abuse Claims, FCR Claim, Indemnification Claims, and/or any Claims against a Participating Party, a Non-Debtor CGL Settling Insurer

Covered Person, or a Settling Insurer that arise from, are in connection with, or are related in any way to an Abuse Claim or any of the Settling Insurer Policies listed on Exhibit A to the Plan, or assert punitive damages, attorneys' fees and other expenses, alter ego liability, corporate veil piercing, or any other basis to disregard an entity's legal separateness.

Individuals holding Channeled Claims will be forever and permanently enjoined, stayed, barred, and restrained from taking any action to recover on Channeled Claims from any asset not held by the Trust. This includes any assets of the Debtor, the Estate, the Reorganized Debtor, any Participating Party, any Settling Insurer, and any Non-Debtor CGL Settling Insurer Covered Person, as well as any of these entities' predecessors, successors, assigns, and present and former shareholders, affiliates, subsidiaries, employees, agents, brokers, adjusters, managing agents, claims agents, underwriting agents, administrators, officers, directors, trustees, partners, attorneys, financial advisors, accountants, and consultants, each in their capacities solely as such. However, the protection of the Channeling Injunction will not extend to any person who personally committed an act or acts of abuse resulting in a claim against the Debtor or a Participating Party.

If any claimant violates the Channeling Injunction, they may be subject to sanctions imposed by the Bankruptcy Court, even after the closure of the Debtor's chapter 11 case. The Channeling Injunction will preclude claimants from pursuing Channeled Claims against the entities and assets protected by the Channeling Injunction regardless of whether or not claimants receive a distribution under the Plan.

**Article XII. Settling Insurer Injunction.** Under the Plan's Full or Partial Settlement Alternative, the Settling Insurers will receive the benefit of the Settling Insurer Injunction. This injunction prohibits any and all claimants from asserting against any Settling Insurer and any Non-Debtor CGL Settling Insurer Covered Person any claim related to any Abuse Claim or Future Claim, any insurance policies issued by the Settling Insurers, or any claim against any Settling Insurer for contribution, indemnity, defense, subrogation, or similar relief.

**Article XII. Contribution Bar Against Non-Settling Insurers and Other Insurers.** Under the Plan's Full or Partial Settlement Alternative, any Non-Settling Insurer and any Other Insurer shall have no Claims, causes of action, or any other remedies of any kind, in law or equity, against any Settling Insurer or Non-Debtor CGL Settling Insurer Covered Persons and any and all such Claims, causes of action, and other remedies shall be deemed released and enjoined.

**Article XVIII. Discharge Injunction.** If the Plan is confirmed—regardless of whether it is confirmed under the Full or Partial Settlement Alternative or the Litigation Only Alternative—the Debtor will receive the benefit of the discharge injunction provided by Section 524 of the Bankruptcy Code. That discharge injunction prohibits any act to collect, recover, or offset any claim against or debt of the Debtor that arose before the date the Plan is confirmed.

**Article XVIII. Exculpation and Limitation Of Liability.** If the Plan is confirmed—regardless of whether it is confirmed under the Full or Partial Settlement Alternative or the Litigation Only Alternative—certain Exculpated Parties will be protected from claims arising from or relating to any act or omission in connection with this chapter 11 case, the pursuit of confirmation of the Plan, or the administration of the Plan, including the exercise of their business judgment and the performance of their fiduciary obligations.

These Exculpated Parties are defined in Section 1.1.56 of the Plan to include the Debtor, the Reorganized Debtor, the Debtor's Professionals, the FCR, the FCR's Professionals, the Survivors' Committee, the Survivors' Committee's members in their capacities as members of the Survivors' Committee, the Survivors' Committee's Professionals, the Mediators, the Participating Parties, the Settling Insurers, and each of their respective Related Persons. The protection of this exculpation and limitation of liability will not extend to any person who personally committed an act or acts of abuse resulting in a claim against the Debtor. The exculpation and limitation and liability will also not apply to any claims arising from willful misconduct or fraud, although the Debtor, the Estate, and the Reorganized Debtor will be discharged from liability for any of these acts or omissions that occurred prior to confirmation of the Plan.

**PLEASE TAKE FURTHER NOTICE** that, under the Full or Partial Settlement Alternative, the Plan proposes to sell certain of the Debtor's insurance policies issued by Virginia Surety Company (formerly known as Combined Specialty Insurance Company), National Casualty Company, CIGNA Insurance Company (now known as ACE American Insurance Company), National Union Fire Insurance Company of Pittsburgh, P.A. (now known as AIG), and Great American Assurance Company back to such insurers free and clear of all liens, claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, held by any person and relating to such policies, Abuse Claims, Future Claims, and the Debtor. If you currently hold any rights in these policies, including as a named insured, additional insured, co-promoter, vendor, endorsee, or otherwise, your rights may be negatively affected by the Plan and any of your interests in the policies may be channeled to the Trust created under the Plan's Full or Partial Settlement Alternative. Further information about the sale of insurance policies under the Plan's Full or Partial Settlement Alternative is included in the Disclosure Statement and Plan, available on the case website: <https://omniagentsolutions.com/usagymnastics>.

Dated: October 25, 2021

Respectfully submitted,

**JENNER & BLOCK LLP**

By: /s/ Catherine Steege

Catherine L. Steege (admitted *pro hac vice*)

Dean N. Panos (admitted *pro hac vice*)

Melissa M. Root (#24230-49)

Adam T. Swingle (admitted *pro hac vice*)

353 N. Clark Street

Chicago, Illinois 60654

(312) 222-9350

[csteege@jenner.com](mailto:csteege@jenner.com)

[dpanos@jenner.com](mailto:dpanos@jenner.com)

[mroot@jenner.com](mailto:mroot@jenner.com)

[aswingle@jenner.com](mailto:aswingle@jenner.com)

*Counsel for the Debtor*

**EXHIBIT 10**

**Publication Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA**

**In re USA Gymnastics  
18-09108-RLM-11**

**NOTICE OF: (A) DEADLINE TO VOTE TO ACCEPT THE THIRD AMENDED JOINT  
CHAPTER 11 PLAN OF USA GYMNASTICS AND THE ADDITIONAL TORT  
CLAIMANTS COMMITTEE OF SEXUAL ABUSE SURVIVORS (THE “PLAN”); AND  
(B) HEARING TO CONSIDER PLAN CONFIRMATION**

By order dated October 25, 2021, the United States Bankruptcy Court for the Southern District of Indiana (the “**Bankruptcy Court**”) has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* (the “**Disclosure Statement**”), filed by USA Gymnastics (the “**Debtor**”), and authorized the Debtor and the Survivors Committee to solicit votes with respect to the approval or rejection of the Plan.

**November 29, 2021, is the deadline for the submission of Ballots to accept or reject the Plan** (the “**Voting Deadline**”). All Ballots must actually be received by the Debtor’s balloting agent, Omni Agent Solutions, Inc., by the Voting Deadline. Failure to follow the instructions set forth on the Ballot may disqualify that Ballot and the vote represented thereby. Certain Holders of Claims are not entitled to vote to accept or reject the Plan. If you disagree with the Debtor’s classification of your claim and believe you should be entitled to vote on the Plan, then you must file with the Court a motion for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure temporarily allowing your claim for purposes of voting to accept or reject the Plan on or before **December 3, 2021 at 11:59 p.m. (prevailing Eastern time)**.

A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) is set for **December 13-14, 2021 at 9:00 a.m. (prevailing Eastern time) in person in Courtroom 329, U.S. Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46204**. A dial-in telephone number for interested parties to listen to the Confirmation Hearing, but not actively participate, is 1-888-273-3658, passcode: 9247462#. Any objections to the Plan must be filed with the Bankruptcy Court no later than **December 3, 2021 at 11:59 p.m. (prevailing Eastern time)**.

Copies of the Disclosure Statement, the Plan, and related documents may be accessed through the case website at: <https://omniagentsolutions.com/usagymnastics>.

**THE PLAN INCORPORATES CERTAIN SETTLEMENTS, RELEASES, INJUNCTIONS, AND EXCULPATIONS AS SET FORTH BELOW:**

Under the Plan’s Full or Partial Settlement Alternative, the Plan proposes to sell certain of the Debtor’s insurance policies issued by Virginia Surety Company (formerly known as Combined Specialty Insurance Company), National Casualty Company, CIGNA Insurance Company (now known as ACE American Insurance Company), National Union Fire Insurance Company of Pittsburgh, P.A. (now known as AIG), and Great American Assurance Company back to such insurers free and clear of all liens, claims, encumbrances, interests, and other rights of any nature,

whether at law or in equity, held by any person and relating to such policies, Abuse Claims, Future Claims, and the Debtor. If you currently hold any rights in these policies, including as a named insured, additional insured, co-promoter, vendor, endorsee, or otherwise, your rights may be negatively affected by the Plan and any of your interests in the policies may be channeled to the Trust created under the Plan's Full or Partial Settlement Alternative.

Also under the Plan's Full or Partial Settlement Alternative, to receive a distribution from the Trust, Abuse Claimants and Future Claimants must execute a full and complete general release of any and all Claims arising from or relating to Abuse Claims or Future Claims against the following parties: the Debtor, the Estate, the Reorganized Debtor, the Settling Insurers, all Participating Parties, and all known or unknown parties who may claim coverage under any insurance policy issued to the Debtor, including the Non-Debtor CGL Settling Insurer Covered Persons, and, for each of the foregoing, their Related Persons but solely acting in their capacity as such. If the Full or Partial Settlement Alternative is jointly elected by the Debtor and the Survivors' Committee, by voting in favor of Plan, Abuse Claimants and Future Claimants necessarily consent to this release.

Under the Plan's Full or Partial Settlement Alternative, the Plan channels certain Claims to the Trust. These Channeled Claims include the Abuse Claims, FCR Claim, Indemnification Claims, and/or any Claims against a Participating Party, a Non-Debtor CGL Settling Insurer Covered Person, or a Settling Insurer that arise from, are in connection with, or are related in any way to an Abuse Claim or any of the Settling Insurer Policies listed on Exhibit A to the Plan, or assert punitive damages, attorneys' fees and other expenses, alter ego liability, corporate veil piercing, or any other basis to disregard an entity's legal separateness. Individuals holding Channeled Claims will be forever and permanently enjoined, stayed, barred, and restrained from taking any action to recover on Channeled Claims from any asset not held by the Trust. This includes any assets of the Debtor, the Estate, the Reorganized Debtor, any Participating Party, any Settling Insurer, and any Non-Debtor CGL Settling Insurer Covered Person, as well as any of these entities' predecessors, successors, assigns, and present and former shareholders, affiliates, subsidiaries, employees, agents, brokers, adjusters, managing agents, claims agents, underwriting agents, administrators, officers, directors, trustees, partners, attorneys, financial advisors, accountants, and consultants, each in their capacities solely as such. The protection of the Channeling Injunction will not extend to any person who personally committed an act or acts of abuse resulting in a claim against the Debtor or a Participating Party. In exchange for the benefit of the Channeling Injunction, the Participating Parties, Non-Debtor CGL Settling Insurer Covered Persons, and Settling Insurers, on the one hand, and the Debtor, the Estate, and the Reorganized Debtor, on the other hand, shall be deemed to have waived, released, and discharged any and all claims or causes of action of every kind and nature, known or unknown, that they may have against each other, and their respective related persons, including claims arising under or against their respective insurance policies.

In addition, under the Full or Partial Settlement Alternative, the Plan provides that Settling Insurers will receive the benefit of the Settling Insurer Injunction, which prohibits any and all claimants from asserting against any Settling Insurer and any Non-Debtor CGL Settling Insurer Covered Person any claim related to any Abuse Claim or Future Claim, any insurance policies issued by the Settling Insurers, or any claim against any Settling Insurer for contribution, indemnity, defense, subrogation, or similar relief. Further, under the Plan's Full or Partial Settlement Alternative, any Non-Settling Insurer and any Other Insurer shall have no Claims, causes of action, or any other

remedies of any kind, in law or equity, against any Settling Insurer or Non-Debtor CGL Settling Insurer Covered Persons and any and all such Claims, causes of action, and other remedies shall be deemed released and enjoined.

If the Plan is confirmed— regardless of whether it is confirmed under the Full or Partial Settlement Alternative or the Litigation Only Alternative—the Debtor will receive the benefit of the discharge injunction provided by Section 524 of the Bankruptcy Code, which prohibits any act to collect, recover, or offset any claim against or debt of the Debtor that arose before the date the Plan is confirmed. The Plan also provides that the Debtor, the Reorganized Debtor, the Debtor's Professionals, the FCR, the FCR's Professionals, the Survivors' Committee, the Survivors' Committee's members in their capacities as members of the Survivors' Committee, the Survivors' Committee's Professionals, the Mediators, the Participating Parties, the Settling Insurers, and each of their respective Related Persons will be protected from claims arising from or relating to any act or omission in connection with the chapter 11 case, the pursuit of confirmation of the Plan, or the administration of the Plan, including the exercise of their business judgment and the performance of their fiduciary obligations.

**EXHIBIT 11**

**Notice of Non-Voting Status**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**NOTICE OF NON-VOTING STATUS**

**PLEASE TAKE NOTICE** that by order, entered on October 25, 2021 (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the Southern District of Indiana (the “**Bankruptcy Court**”) has approved the *Disclosure Statement For Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* [Dkt. 1642] (the “**Disclosure Statement**”), filed by USA Gymnastics as debtor and debtor in possession (the “**Debtor**”), and authorized the Debtor and the Additional Tort Claimants Committee of Sexual Abuse Survivors to solicit votes with respect to the approval or rejection of the *Third Amended Joint Chapter 11 Plan Of Reorganization Proposed By USA Gymnastics And The Additional Tort Claimants Committee Of Sexual Abuse Survivors* [Dkt. 1641] (the “**Plan**”), attached as Exhibit 1 to the Disclosure Statement.

**PLEASE TAKE FURTHER NOTICE** that holders of Class 1 Other Priority Claims, the Class 2 PNC Bank Claim, the Class 3 Sharp Claim, and Class 4 General Unsecured Convenience Claims are not entitled to vote to accept or reject the Plan because they are not impaired under the Plan.

**PLEASE TAKE FURTHER NOTICE THAT YOU HAVE BEEN IDENTIFIED AS A HOLDER OF A CLAIM IN CLASSES 1, 2, 3, OR 4 UNDER THE PLAN AND THEREFORE ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ON ACCOUNT OF SUCH CLAIM.** Instead, pursuant to the Disclosure Statement Order, you are receiving this notice in lieu of a Solicitation Package containing, among other things, copies of the Disclosure Statement and the Plan.

**PLEASE TAKE FURTHER NOTICE** that if you have timely filed a proof of claim and disagree with the Debtor’s classification of, objection to, or request for estimation of your claim and believe you should be entitled to vote on the Plan, then you must file with the Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your claim in a different amount or a different class for purposes of voting to accept or reject the Plan. **All Rule 3018(a) Motions must be filed by December 3, 2021 at 11:59 p.m. (prevailing Eastern time).**

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 1099 N. Meridian St., Suite 800, Indianapolis, Indiana 46204.

Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered.

**PLEASE TAKE FURTHER NOTICE** that a hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) is set for **December 13-14, 2021 at 9:00 a.m. (prevailing Eastern time)**, before the Honorable Robyn Moberly, Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Indiana, **in person in Courtroom 329, U.S. Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46204**. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date at the Confirmation Hearing or any continued hearing.

**PLEASE TAKE FURTHER NOTICE** that a dial-in telephone number for interested parties to listen to the Confirmation Hearing, but not actively participate, is 1-888-273-3658, passcode: 9247462#.

**PLEASE TAKE FURTHER NOTICE** that, to the extent the Court determines to hold the Confirmation Hearing remotely, the Debtor will file (but will not serve) an amended notice of the Confirmation Hearing on the Court’s docket, and will also post the amended notice of the Confirmation Hearing on its website and on its restructuring website.

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the confirmation of the Plan must: (a) be in writing, (b) conform to the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Southern District of Indiana, and any orders of the Court, (c) state the name and address of the objecting party and the amount and nature of the Claim of such party, and (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, provide a proposed modification or additional suggested language to amend the Plan in a manner that would resolve such objection. Any objections must be filed with the Bankruptcy Court no later than **December 3, 2021 at 11:59 p.m. (prevailing Eastern time)** (the “**Plan Objection Deadline**”), and served so as to be actually received by the parties below on or before the Plan Objection Deadline, which service may be through the CM/ECF system, with courtesy copies by email:

- (a) Counsel to the Debtors, Jenner & Block LLP, 353 N. Clark St., Chicago, Illinois 60654 (Attn: Catherine Steege (csteege@jenner.com), Dean N. Panos (dpanos@jenner.com), Melissa M. Root (mroot@jenner.com), and Adam T. Swingle (aswingle@jenner.com));
- (b) Counsel to the Survivors’ Committee, (i) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, California 90067 (Attn: James I. Stang (jstang@pszjlaw.com), Ilan D. Scharf (isharf@pszjlaw.com), and Joshua M. Fried (jfried@pszjlaw.com)), and (ii) Rubin & Levin, P.C., 135 N. Pennsylvania Street, Suite 1400, Indianapolis, Indiana 46204 (Attn: Meredith R. Theisen (mtheisen@rubin-levin.net) and Deborah J. Caruso (dcaruso@rubin-levin.net));
- (c) The Office of the United States Trustee, 101 W. Ohio St., Suite 1000, Indianapolis, Indiana 46204 (Attn: Laura A. DuVall (Laura.DuVall@usdoj.gov)).

**UNLESS AN OBJECTION TO THE PLAN IS TIMELY FILED AND SERVED BY DECEMBER 3, 2021 AT 11:59 P.M. (PREVAILING EASTERN TIME), IT MAY NOT BE CONSIDERED AT THE CONFIRMATION HEARING.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Disclosure Statement, the Plan, and related documents may be accessed through the case website at: <https://omniagentsolutions.com/usagymnastics>, or by contacting the Debtor's attorneys, on PACER, or from the Clerk of the Court.

**PLEASE TAKE FURTHER NOTICE THAT THE PLAN PROPOSES CERTAIN RELEASES, INJUNCTIONS, AND EXCULPATIONS.** In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the releases, injunctions, and exculpations contained in the Plan:

**Article XI. Abuse Claimants' And Future Claimants' Release.** Under the Plan's Full or Partial Settlement Alternative, to receive a distribution from the Trust, Abuse Claimants and Future Claimants must execute a full and complete general release, as described in Section 11.2.1 of the Plan, of any and all Claims arising from or relating to Abuse Claims or Future Claims against the following parties, all of whom are identified in the Plan and Disclosure Statement: the Debtor, the Estate, the Reorganized Debtor, the Settling Insurers, all Participating Parties, and all known or unknown parties who may claim coverage under any insurance policy issued to the Debtor, including the Non-Debtor CGL Settling Insurer Covered Persons, and, for each of the foregoing, their Related Persons but solely acting in their capacity as such. If the Full or Partial Settlement Alternative is jointly elected by the Debtor and the Survivors' Committee, by voting in favor of Plan, Abuse Claimants and Future Claimants necessarily consent to this release.

**Article XII. Mutual Release Between Debtor, Participating Parties, Non-Debtor CGL Settling Insurer Covered Persons, and Settling Insurers.** Under the Plan's Full or Partial Settlement Alternative, Section 12.9 of the Plan provides that, on the Effective Date, the Debtor, the Estate, and the Reorganized Debtor, on the one hand, and the Participating Parties, Non-Debtor CGL Settling Insurer Covered Persons, and Settling Insurers, on the other hand, shall be deemed to have waived, released, and discharged any and all claims or causes of action of every kind and nature, known or unknown, that they may have against each other, and their respective related persons, including claims arising under or against their respective insurance policies. No such claim will survive the Effective Date. No such claim will be deemed to be assigned to the Trust.

**Article XII. Channeling Injunction.** Under the Plan's Full or Partial Settlement Alternative, certain claims will be channeled to the Trust. These Channeled Claims are defined in full in Section 1.1.25 of the Plan, but they include the Abuse Claims, FCR Claim, Indemnification Claims, and/or any Claims against a Participating Party, a Non-Debtor CGL Settling Insurer Covered Person, or a Settling Insurer that arise from, are in connection with, or are related in any way to an Abuse Claim or any of the Settling Insurer Policies listed on Exhibit A to the Plan, or assert punitive damages, attorneys' fees and other expenses, alter ego liability, corporate veil piercing, or any other basis to disregard an entity's legal separateness.

Individuals holding Channeled Claims will be forever and permanently enjoined, stayed, barred, and restrained from taking any action to recover on Channeled Claims from any asset not held by the Trust. This includes any assets of the Debtor, the Estate, the Reorganized Debtor, any

Participating Party, any Settling Insurer, and any Non-Debtor CGL Settling Insurer Covered Person, as well as any of these entities' predecessors, successors, assigns, and present and former shareholders, affiliates, subsidiaries, employees, agents, brokers, adjusters, managing agents, claims agents, underwriting agents, administrators, officers, directors, trustees, partners, attorneys, financial advisors, accountants, and consultants, each in their capacities solely as such. However, the protection of the Channeling Injunction will not extend to any person who personally committed an act or acts of abuse resulting in a claim against the Debtor or a Participating Party.

If any claimant violates the Channeling Injunction, they may be subject to sanctions imposed by the Bankruptcy Court, even after the closure of the Debtor's chapter 11 case. The Channeling Injunction will preclude claimants from pursuing Channeled Claims against the entities and assets protected by the Channeling Injunction regardless of whether or not claimants receive a distribution under the Plan.

**Article XII. Settling Insurer Injunction.** Under the Plan's Full or Partial Settlement Alternative, the Settling Insurers will receive the benefit of the Settling Insurer Injunction. This injunction prohibits any and all claimants from asserting against any Settling Insurer and any Non-Debtor CGL Settling Insurer Covered Person any claim related to any Abuse Claim or Future Claim, any insurance policies issued by the Settling Insurers, or any claim against any Settling Insurer for contribution, indemnity, defense, subrogation, or similar relief.

**Article XII. Contribution Bar Against Non-Settling Insurers and Other Insurers.** Under the Plan's Full or Partial Settlement Alternative, any Non-Settling Insurer and any Other Insurer shall have no Claims, causes of action, or any other remedies of any kind, in law or equity, against any Settling Insurer or Non-Debtor CGL Settling Insurer Covered Persons and any and all such Claims, causes of action, and other remedies shall be deemed released and enjoined.

**Article XVIII. Discharge Injunction.** If the Plan is confirmed—regardless of whether it is confirmed under the Full or Partial Settlement Alternative or the Litigation Only Alternative—the Debtor will receive the benefit of the discharge injunction provided by Section 524 of the Bankruptcy Code. That discharge injunction prohibits any act to collect, recover, or offset any claim against or debt of the Debtor that arose before the date the Plan is confirmed.

**Article XVIII. Exculpation and Limitation Of Liability.** If the Plan is confirmed—regardless of whether it is confirmed under the Full or Partial Settlement Alternative or the Litigation Only Alternative—certain Exculpated Parties will be protected from claims arising from or relating to any act or omission in connection with this chapter 11 case, the pursuit of confirmation of the Plan, or the administration of the Plan, including the exercise of their business judgment and the performance of their fiduciary obligations.

These Exculpated Parties are defined in Section 1.1.56 of the Plan to include the Debtor, the Reorganized Debtor, the Debtor's Professionals, the FCR, the FCR's Professionals, the Survivors' Committee, the Survivors' Committee's members in their capacities as members of the Survivors' Committee, the Survivors' Committee's Professionals, the Mediators, the Participating Parties, the Settling Insurers, and each of their respective Related Persons. The protection of this exculpation and limitation of liability will not extend to any person who personally committed an act or acts of abuse resulting in a claim against the Debtor. The exculpation and limitation and

liability will also not apply to any claims arising from willful misconduct or fraud, although the Debtor, the Estate, and the Reorganized Debtor will be discharged from liability for any of these acts or omissions that occurred prior to confirmation of the Plan.

**PLEASE TAKE FURTHER NOTICE** that, under the Full or Partial Settlement Alternative, the Plan proposes to sell certain of the Debtor's insurance policies issued by Virginia Surety Company (formerly known as Combined Specialty Insurance Company), National Casualty Company, CIGNA Insurance Company (now known as ACE American Insurance Company), National Union Fire Insurance Company of Pittsburgh, P.A. (now known as AIG), and Great American Assurance Company back to such insurers free and clear of all liens, claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, held by any person and relating to such policies, Abuse Claims, Future Claims, and the Debtor. If you currently hold any rights in these policies, including as a named insured, additional insured, co-promoter, vendor, endorsee, or otherwise, your rights may be negatively affected by the Plan and any of your interests in the policies may be channeled to the Trust created under the Plan's Full or Partial Settlement Alternative. Further information about the sale of insurance policies under the Plan's Full or Partial Settlement Alternative is included in the Disclosure Statement and Plan, available on the case website: <https://omniagentsolutions.com/usagymnastics>.

Dated: October 25, 2021

Respectfully submitted,

**JENNER & BLOCK LLP**

By: /s/ Catherine Steege

Catherine L. Steege (admitted *pro hac vice*)

Dean N. Panos (admitted *pro hac vice*)

Melissa M. Root (#24230-49)

Adam T. Swingle (admitted *pro hac vice*)

353 N. Clark Street

Chicago, Illinois 60654

(312) 222-9350

csteege@jenner.com

dpanos@jenner.com

mroot@jenner.com

aswingle@jenner.com

*Counsel for the Debtor*