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7 **UNITED STATES BANKRUPTCY COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**  
9 **OAKLAND DIVISION**

10 In re:  
11 THE ROMAN CATHOLIC BISHOP OF  
12 OAKLAND, a California corporation sole,  
13 Debtor and Debtor In  
14 Possession.

Case No. 23-40523 WJL  
Chapter 11  
**MOTION TO ENLARGE THE CLAIMS  
BAR DATE TO ACCEPT A LATE FILED  
PROOF OF CLAIM**  
Date: April 30, 2025  
Time: 10:30 a.m.  
Location: 1300 Clay Street, Ctrm. 220  
Oakland, CA 94612  
[In person or via Zoom]  
Judge: Hon. William J. Lafferty, II

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1 Br. Paul sexually molested and abused Movant by touching Plaintiff's genitals outside his  
2 clothing, touching Movant's genitals skin to skin, masturbation, and physically grasping and  
3 squeezing Plaintiff's testicles to the point of extreme pain and resulting life-long physical  
4 damage. *Id.*, ¶¶ 3, 5, 6. Br. Paul used his trust and authority as a Franciscan Brother and  
5 Catholic School counselor to gain access to Movant. *Id.*, ¶ 4.

6 3. During the several months of abuse, Br. Paul sexually molested Movant on  
7 approximately 12-15 occasions in the context of school or counseling activities, along with a  
8 separate 5-7 instances of abuse in the scouting context, not at issue in this bankruptcy. *Id.*,  
9 ¶¶ 3, 6. The abuse occurred at and around St. Elizabeth's School in Oakland, California.  
10 *Id.*, ¶ 3. During and after the abuse ended, Movant never disclosed his abuse to anyone. *Id.*,  
11 ¶4. Movant filed a proof of claim in the Boy Scout bankruptcy on November 10, 2020 for  
12 the scouting-related abuse. *Id.*, ¶ 7.

13 4. In December of 2022, Movant arranged for the Zalkin Law Firm P.C., to act  
14 as local counsel to file a civil complaint against the local scouting council, the Roman  
15 Catholic Bishop of Oakland, and the Franciscan Friars of California, Inc., in Alameda  
16 County Superior Court alleging liability for both scouting and non-scouting abuse, with the  
17 abuse segregated by counts and delineated as separate in that complaint. Movant Decl., ¶ 8;  
18 Declaration of Devin M. Storey, ("Storey Decl."), ¶ 2. Movant was unaware of the filing of  
19 the respective Diocese of Oakland and Franciscan bankruptcies. Movant Decl., ¶ 9.  
20 Movant's complaint was filed by the Zalkin firm on December 23, 2022, prior to the  
21 December 31 close of the window for filing civil lawsuits for childhood sexual abuse under  
22 the amendments to Cal. Code of Civil Procedure Section 340.1, passed by the Legislative  
23 Assembly in 2019. Storey Decl., ¶¶ 2, 8.

#### 24 Debtor's History

25 5. On May 8, 2023 (the "Petition Date"), the above-captioned debtor and  
26 debtor-in-possession (the "Debtor") filed its Chapter 11 bankruptcy petition with this Court.  
27 Dkt. 1. On July 25, 2023, this Court entered an order (*Order Establishing Deadlines for*

1 *Filing Proofs of Claim and Approving the Form and Manner of Notice Thereto*, hereinafter  
2 the “Bar Date Order,” Dkt. 293) which established September 11, 2023, as the deadline for  
3 filing proofs of claim in this bankruptcy proceeding (the “Bar Date”). The Bar Date Order  
4 states that it applies to any “Sexual Abuse Claimant”—meaning any individual asserting a  
5 claim arising from sexual abuse that occurred when the claimant was a minor and asserted  
6 against Debtor under any theory of liability. *See* Bar Date Order at 4.

7 6. Previously, the Debtor had filed two proposed Plans and Disclosure  
8 Statements. Dkt. 1444, 1445, 1594, 1595. *See* Storey Decl., ¶ 2. There are currently  
9 ongoing mediation proceedings, but those remain confidential. *Id.*, at ¶ 3. Notably, the  
10 Debtor recently adjourned the hearing on its Second Amended Disclosure Statement  
11 because, “[t]he Debtor intends to file a further amended Plan and Disclosure Statement in  
12 support thereof and is therefore adjourning the Disclosure Statement Hearing.” Dkt. 1782.  
13 The Debtor filed its Third Amended Plan and Disclosure Statement on March 17, 2025, and  
14 noted a hearing set for April 1, 2025, on these new filings. Dkt. 1834. *See* Storey Decl. ¶ 2.  
15 Opposition to the Disclosure Statement has been filed by the Survivor Committee. Dkt.  
16 1846. The opposition includes objections based on the Plan being unconfirmable. *See id.*

17 7. Counsel’s review of the docket revealed two motions to accept late filed  
18 proofs of claim, one motion for eighteen claimants due to an internal law firm calendaring  
19 error that was filed within 24 hours of the Bar Date deadline (Dkt. 607) (granted), and the  
20 other motion for a single claimant whose claim was overlooked administratively because it  
21 was not consolidated in the JCCP 5108 coordinated proceeding (Dkt. 1081) (unopposed,  
22 granted). Storey Decl., ¶ 4.

### 23 **Local Counsel’s Error**

24 8. Local Counsel received this case from Washington State Counsel to file a  
25 complaint on behalf of the known Defendants at that time—the Boy Scouts of America  
26 Local Council (the Golden Gate Area Council, BSA), the Roman Catholic Bishop of  
27 Oakland, and the Franciscan Friars, Inc., prior to the December 31, 2022 deadline for filing

1 abuse claims under the A.B. 218 window for Section 340.1 claims. See Storey Dec., ¶¶ 4, 8.  
2 The complaint itself delineated both scouting related and non-scouting related claims,  
3 reflecting Movant’s sexual abuse during both scouting activities and during school activities  
4 that did not involve scouting in any way.

5 9. After filing the complaint timely, the case was immediately stayed in state  
6 court pursuant to several continuing orders of the Delaware Bankruptcy Court in the Boy  
7 Scouts of America bankruptcy, *In re Boy Scouts of America, et al.*, Chapter 11 Case No. 20-  
8 10343 (LSS) (Bankr. D. Del.), including the BSA bankruptcy Post-Confirmation Injunction.  
9 Storey Dec., ¶ 8. Under the BSA bankruptcy Plan, any claims based on what is deemed  
10 “non-scouting abuse”—child sexual abuse occurring outside of a scouting context, but  
11 involving entities that maintained an affiliation with BSA and its local councils—is not  
12 channeled to the Scouting Settlement Trust. *Id.* Due to the BSA declaring bankruptcy, the  
13 national BSA organization could not be named in Movant’s lawsuit, and none of the named  
14 defendants in Movant’s state court complaint had filed bankruptcy at that time. *Id.* Aside  
15 from serving the complaint, the BSA bankruptcy Plan prohibited further actions on any case  
16 involving local councils or sponsoring organizations with respect to channeled claims. *Id.*,  
17 at ¶ 9.

18 10. Due to pure unintentional oversight, Local Counsel failed to docket Movant’s  
19 case internally in a manner that would show the involvement of the Diocese of Oakland or  
20 the Franciscan Friars, despite the involvement and separate liability of these other  
21 defendants arising from non-scouting activities. *Id.*, at ¶¶ 10, 11. In the ordinary course of  
22 business, Local Counsel tracks cases through the use of spreadsheets. *Id.*, at ¶ 10. In  
23 circumstances where Local Counsel represents multiple claimants against the same  
24 defendant, Local Counsel maintains case spreadsheets separated and ordered by Defendant.  
25 *Id.* Thus, Local Counsel maintained a list of cases involving the Boy Scouts of America  
26 and a separate spreadsheet of cases involving the Debtor. *Id.* Because of the low likelihood  
27 of overlap between cases involving the Boy Scouts of America and the Debtor, the two

1 spreadsheets were maintained by separate paralegals. *Id.* Movant’s case was recorded on  
2 the Boy Scouts spreadsheet by a paralegal who had no knowledge of the Diocese of Oakland  
3 proceedings. *Id.* Movant’s claim was not recorded on Diocese of Oakland spreadsheet.

4 11. Because of the stay of Movant’s case due to the Boy Scouts of America’s  
5 bankruptcy, Movant’s complaint was not coordinated into the JCCP 5108 proceeding  
6 involving the Oakland Diocese. *Id.*, at ¶ 11. Accordingly, this case was not flagged for  
7 filing of a proof of claim in the Debtor’s bankruptcy proceeding when it ultimately files its  
8 petition. *Id.*

9 12. Movant’s Local Counsel has been unable to locate any notice of this  
10 bankruptcy proceeding from Debtor or the Court related to Movant. *Id.*, at ¶ 11. Local  
11 Counsel absolutely acknowledges Local Counsel’s own awareness of the Debtor’s  
12 bankruptcy proceeding, and the failure to identify Movant’s claim and file a proof of claim  
13 in a timely fashion is the fault of Local Counsel. *Id.*, at ¶¶ 7, 12. Local Counsel manifestly  
14 acknowledges and deeply apologizes for our error in failing to file a proof of claim here.  
15 *Id.*, at ¶ 12. This error was a pure oversight, and presents a case that truly (and regrettably)  
16 “fell through the cracks.” *Id.*, at ¶¶ 11, 12. Local Counsel reviewed their files in detail in  
17 February of 2025 when asked for a status update by Movant, and noticed this cross-  
18 referencing error. *Id.*, at ¶ 12. This motion has followed as quickly as time and other  
19 deadlines permitted. *Id.*

20 **RELIEF REQUESTED**

21 13. Movant respectfully requests the entry of an Order consistent with § 105(a)  
22 of the Bankruptcy Code and Bankruptcy Rules 3003(c) and 9006(b)(1), authorizing the  
23 filing of a Proof of Claim and ordering the Debtor and its claims agent to accept that filing  
24 under the confidentiality protocols in place in this bankruptcy for child abuse survivor  
25 proofs of claim and any supplemental statements.

26 14. Movant further requests an instruction in the Order that nothing in the Motion  
27 or the Order shall be deemed or construed: (a) as a waiver of the Debtor's right to dispute or



1 otherwise object to the Claim on any grounds or basis other than the timeliness of the Claim,  
2 (b) as a waiver of the Debtor’s right to dispute or otherwise object to any claim on any other  
3 basis, or (c) to waive or release any right, claim, defense, or counterclaim of the Debtor, or  
4 to estop the Debtor from asserting any right, claim, defense, or counterclaim. Furthermore,  
5 nothing in the Motion or this Order shall be construed as a waiver, release or estoppel of any  
6 claims or rights of Movant including, without limitation, the right to dispute any objection to  
7 the Claim or any right or defense as to any counterclaim of the Debtor.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **INTRODUCTION**

10 15. Movant did not knowingly delay or knowingly fail to file a proof of claim by  
11 the Bar Date in this bankruptcy. To his knowledge, he had filed a timely claim in the  
12 bankruptcy of the Boy Scouts of America and had also filed a timely lawsuit preserving his  
13 claims against the Debtor. If not for an excusable error among Local Counsel and its  
14 support staff, he would have also had a timely filed proof of claim in this bankruptcy  
15 proceeding.

16 16. Debtor has filed multiple plans and disclosure statements but to date no  
17 disclosure statement had been approved. Debtor’s most recent plan was filed on March 17,  
18 2025 and noted for a hearing on the disclosure statement to occur on April 1, 2025.  
19 Functionally, there is no approved or solicited plan, no approved disclosure statement and no  
20 motions for approvals of settlements, or any other filing that would result in unfairness to  
21 the Debtor by the acceptance of Movant’s proof of claim. While counsel error does not per  
22 se constitute “excusable neglect” permitting a late filed claim, counsel’s error does not  
23 preclude relief either. Under to the standards set out in *Pioneer Investment Services Co. v.*  
24 *Brunswick Associates Limited Partnership (Pioneer)*, 507 U.S. 380, 395 (1993), and *In re*  
25 *Dix*, 95 B.R. 134, 138 (9th Cir. BAP 1988), Movant’s motion should be granted.

26 **A. The *Pioneer* Factors Favor the Granting of Movant’s Request.**

27 17. Pursuant to Bankruptcy Rule 9006, a bankruptcy court is permitted to enlarge

1 the time to complete an action after a deadline has passed “where the failure to act was the  
2 result of excusable neglect.” F. R. Bankr. Proc. Rule 9006(b)(2). In *Pioneer*, the Supreme  
3 Court explained that “neglect” in the context of the failure to file a timely proof of claim  
4 “encompasses both simple, faultless omissions to act and more commonly, omissions caused  
5 by carelessness.” *Pioneer*, 507 U.S. at 388. This liberal standard allowed for the accepting  
6 of a late filed proof of claim even where a party “had received notice of the bar date and  
7 could have complied,” but failed to do so because of the party’s lawyer had been  
8 experiencing personal and professional difficulties. *Id.* at 385. The Court held that the  
9 power to enlarge time was part of the bankruptcy courts’ “broad equitable powers to balance  
10 the interests of the effected parties,” and that the exercise of this power in Chapter 11 cases  
11 should be exercised in an equitable fashion, “taking account of all relevant circumstances  
12 surrounding the party’s omission.” *Id.*, at 389, 395.

13 18. The *Pioneer* Court set out four criteria to guide this equitable inquiry into the  
14 facts and circumstances of a party’s failure to file a timely proof of claim: “[1] the danger of  
15 prejudice to the debtor, [2] the length of the delay and its potential impact on judicial  
16 proceedings, [3] the reason for the delay, including whether it was within the reasonable  
17 control of the movant, and [4] whether the movant acted in good faith.” *Id.* at 395  
18 (numbering added).

19 19. Turning first to prejudice, as mentioned above, this case is in the functional  
20 position where no plan or disclosure statement has been approved. The parties are engaged  
21 in mediation per this Court’s orders, but apart from that bare fact, all other information about  
22 any mediation proceedings is covered by the privilege. Thus, no prejudice can be  
23 reasonably or legitimately articulated by the Debtor here in the context of adding a single  
24 claim to group of the sexual abuse creditors. “[P]rejudice requires more than simply having  
25 to litigate the merits of, or to pay, a claim. There must be some legal detriment to the party  
26 opposing.” *In re JFSF Corp.*, 344 B. R. 94,102 (9th Cir. BAP, 2006); *aff. In re JSJF Corp.*,  
27 277 Fed. App. 718 (9th Cir. 2008). Nor is there prejudice to other creditors in the sense of

1 them having voted for a plan with a fixed distribution in mind. *In re Any Mountain, Inc.*,  
2 No. 04-12989, 2007 WL 622198, at \*2 (Bankr. N.D. Cal. Feb. 23, 2007) (“Generally  
3 speaking, prejudice is not established just because a creditor's dividend will be reduced to  
4 the amount it would have received if a late action had been timely. *In re Arnold*, 252 B.R.  
5 778, 786–88 (9th Cir.BAP2000)”). Without a disclosure statement even having been  
6 approved (let alone a confirmed plan), there is no prejudice to the Debtor in having to  
7 consider one additional claim in whatever plan eventually does go out for a vote.

8         20. The second factor, the length of delay and its impact, is likewise negligible  
9 here. Other bankruptcy courts have determined that the filing of a claim prior to the  
10 solicitation of votes for a plan did not result in any prejudice to the debtor or adverse impact  
11 on court administration. *In re Broadmoor Country Club Apartment*, 158 B.R.146, 149  
12 (Bankr. W.D.Mo. 1993). The case is in court-ordered mediation, with the third iteration of  
13 Debtor’s plan and disclosure statement placed before the court, but in no way approved for  
14 solicitation. Another claim is entirely unlikely to change the recently-filed Third Amended  
15 Plan, increase the time to mediate, or even potentially develop a Fourth Amended Plan of  
16 Reorganization, if need be. No reasonable delay or impact to the proceedings can be  
17 envisioned here.

18         21. The third *Pioneer* factor, the reason for the delay, strongly favors the Movant.  
19 Indeed, Movant himself was personally unaware of this Chapter 11 proceeding, or the  
20 existence or significance of the Bar Date in this proceeding. Local Counsel indisputably had  
21 such knowledge, but in good faith and without any subterfuge, Local Counsel incorrectly  
22 classified the claim as an internal matter and failed to file a timely Proof of Claim. The  
23 Movant himself is not the source for the delay and should not be punished, and Local  
24 Counsel has not withheld this claim from filing for any strategic or other advantage. Nor  
25 will the addition of a single claimant or the merits of Movant’s particular claim alter the  
26 calculus of Debtor’s Plan or the substance of Debtor’s Disclosure statement, as noted above.  
27 Given the reason for Movant’s failure to file a timely proof of claim, there is no equitable

1 reason to deny allowance of Movant’s proof of claim as timely filed.

2           22.     The final factor, good faith of the Movant, is objectively evident here.  
3 Movant affirmatively states that he was in no way withholding or waiting to file his claim in  
4 this case, and there is no strategic benefit to be gained by filing a claim before a disclosure  
5 statement has been approved to allow a proposed plan to be voted upon. *See In re Any*  
6 *Mountain, Inc.*, No. 04-12989, 2007 WL 622198, at \*2. Likewise, Local Counsel has  
7 affirmed that there is no advantage sought or reasonably anticipated, in the failure to file  
8 Movant’s proof of claim—it was a pure mistake. The state court complaint was timely filed  
9 against this Defendant/Debtor, and this Movant’s claim is viable under the California statute  
10 of limitations. There is nothing in this set of facts and circumstances, nor on the law related  
11 to Debtor’s liability, to indicate anything but good faith from Movant and the absence of any  
12 attempt to use the delayed filing of a proof of claim to his strategic advantage by Local  
13 Counsel. In a similar Diocesan bankruptcy, the bankruptcy court found that “[n]ot  
14 permitting the belated proof of claim under these circumstances would undeniably result in a  
15 forfeiture by [claimant] contrary to one of the underlying goals of the reorganization  
16 process.” *In re Roman Catholic Diocese of Syracuse, New York*, 638 B.R. 33, 40 (Bankr.  
17 N.D.N.Y., 2022). The Debtors and their insurance carriers should not be granted a small  
18 windfall on Movant’s claim merely because Local Counsel failed to notice and act promptly  
19 to be included herein.

20           **B.     The Resolution in Similar Cases Advocates for Granting the Motion.**

21           23.     The error of counsel, while not amounting to excusable neglect in and of  
22 itself, nonetheless plainly does not preclude this Court from finding excusable neglect  
23 allowing for a late-filed proof of claim. The central case in this area, *Pioneer*, arose from  
24 exactly the type of circumstance seen here—an unjustified error by claimant counsel (an  
25 “experienced bankruptcy attorney” in that case) who failed to file a timely proof of claim.  
26 *Pioneer*, 507 U.S. at 384, 385 (failure to file despite “notice of the bar date” and ability to  
27 comply, due to the lawyer experiencing personal and professional difficulties). The

1 intersection of the BSA bankruptcy’s stay with Movant’s state court case, and the resulting  
2 lack of consolidation with the other JCCP cases involving this Debtor helps explain—but  
3 does not justify, nor is Local Counsel saying it does—Local Counsel’s own admitted error  
4 internally docketing the case as just a “Boy Scout” matter prior to the Diocese and  
5 Franciscan bankruptcies being filed.

6         24. Further, in the Ninth Circuit’s seminal case of *Pincay*, the *en banc* court  
7 held that even the unjustifiable “misreading of the clear rule” related to deadline for filing a  
8 notice of appeal could meet the standard of “excusable neglect” under *Pioneer*’s modified  
9 standard. *Pincay v. Andrews*, 389 F.3d 853, 856 (9th Cir. 2004) (noting at 855, “Everyone  
10 involved should have been well aware that the government was not a party to the case, and  
11 any lawyer or paralegal should have been able to read the rule correctly.”). Thus *Pincay*,  
12 too, was an example of a case that has slipped through the cracks in a busy law office.

13         25. Unlike *In re iE, Inc.* (B.A.P. 9th Cir., June 22, 2020), No. 9:18-BK-11181-  
14 DS) 2020 WL 3547928, at \*5 (unpublished), where the denial of a motion to file a late claim  
15 was upheld, there is no voted-for and approved plan, and the effect of Movant’s additional  
16 unsecured claim cannot conceivably extend the plan term by decades, nor supplant the  
17 priority of unsecured claimants. While not precedential, the bases for denying a motion for  
18 a late-filed proof of claim certainly demonstrate some persuasive value. *See id.* at \*1, fn.1;  
19 *citing* FRAP 32.1; 9th Cir. BAP Rule 8024-1.

20         26. Relatedly, the case of *In re Zilog, Inc.*, 450 F.3d 996 (9th Cir. 2006), noted  
21 that, “[i]n *Pioneer* and *Pincay*, sophisticated attorneys were let off the hook after missing  
22 filing deadlines. In fact, the Supreme Court in *Pioneer* went so far as to hold that it was an  
23 abuse of discretion *not* to find excusable neglect where a versed bankruptcy practitioner  
24 missed the bankruptcy court’s notice and failed to file a timely proof of claim.” *Id.* at 1006.  
25 Reversing the bankruptcy court’s decision to disallow two proofs of claim for abuse of  
26 discretion, the Ninth Circuit held (on secondary grounds) that even following confirmation,  
27 two additional modest claims could not possibly create “a ‘Material Adverse Change,’

1 which could interfere with the effectiveness of the reorganization.” *Id.* As one district court  
2 noted, “[i]ndeed, the Ninth Circuit has recently reiterated that “[e]xcusable neglect  
3 “encompass[es] situations in which the failure to comply with a filing deadline is  
4 attributable to negligence,” and includes “omissions caused by carelessness.” ‘ *Lemoge* [*v.*  
5 *U.S.*, 587 F.3d 1188, 1192 (2009)] (quoting *Pioneer*, 507 U.S. at 394).” *In re Hawaiian*  
6 *Airlines, Inc.*, Cv. No. 08–00405 DAE–BMK, 2011 WL 1483923, at \*2–3 (D.Hawai’i  
7 Apr.18, 2011).

8 27. In all, the general trend under *Pioneer* in the Ninth Circuit is to not punish  
9 litigants for the errors of their counsel, even when such errors are manifest and not  
10 particularly justified by circumstance. In this case, Local Counsel takes responsibility for  
11 our error, and respectfully requests that this Court not hold it against a man who suffered not  
12 only sexual abuse as a minor, but lasting physical damage—infertility—as a result. Without  
13 a Plan having been voted on, or at this moment even approved for solicitation here, there is  
14 no prejudice to Debtor in allowing Movant’s proof of claim to be accepted and deemed  
15 timely. That is all Movant is requesting.

16  
17 **CONCLUSION**

18 28. For the foregoing reasons, Movant prays this Court enlarge the time by which  
19 John JB Doe may submit a confidential proof of claim to the Debtor’s claims agent, and that  
20 such filing be deemed timely if filed in accordance with this Court’s orders.

21 RESPECTFULLY SUBMITTED

THE ZALKIN LAW FIRM, P.C.

22  
23 Date: 4-1-2025

/s/ Devin M. Storey

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SBN #234271

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9 *John JB Doe, and Other Claimants/Creditors*

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **OAKLAND DIVISION**

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16 sole,  
17  
18 Debtor and Debtor  
19 In Possession.

Case No. 23-40523 WJL

Chapter 11

**DECLARATION OF DEVIN M.  
STOREY, ESQ., IN SUPPORT OF  
MOTION TO ENLARGE THE  
CLAIMS BAR DATE TO ACCEPT A  
LATE FILED PROOF OF CLAIM**

Date: April 30, 2025  
Time: 10:30 a.m.  
Location: 1300 Clay Street, Ctrm. 220  
Oakland, CA 94612  
[In person or via Zoom]  
Judge: Hon. William J. Lafferty, III

20  
21 **DECLARATION OF DEVIN M. STOREY, ESQ.**  
22 **IN SUPPORT OF MOTION TO ENLARGE THE CLAIMS BAR DATE**  
23 **TO ACCEPT A LATE FILED PROOF OF CLAIM**

24 I, Devin M. Storey, declare under penalty of perjury as follows.

25 1. I am an attorney duly licensed to practice law in the State of California. I am a  
26 partner in The Zalkin Law Firm, P.C., located in San Diego, California. My firm is counsel of  
27 record for Movant John JB Doe, as well as other claimants in the above-captioned Chapter 11  
bankruptcy action. I am an adult Washington resident, competent to testify, and if called as a

1 witness, my testimony under oath subject to penalty of perjury under the laws of the State of  
2 California would be as follows.

3 2. I am familiar with the Chapter 11 case filed by the Roman Catholic Bishop of  
4 Oakland. I have reviewed the docket for the case and, to date, the Debtor filed two previous  
5 Plans and Disclosure Statements, subsequently withdrawn for modifications. Recently, the  
6 Debtor filed its proposed Third Amended Plan and Disclosure Statement. The hearing on the  
7 Third Amended Disclosure Statement is set before this Court for April 1, 2025.

8 3. There are currently ongoing mediation proceedings in the Diocese of Oakland  
9 bankruptcy in which I am involved as counsel to a committee member, but those remain  
10 confidential.

11 4. In December of 2022, the Zalkin firm was contacted by Tamaki Law Firm,  
12 John JB Doe's initial counsel in the Boy Scout bankruptcy, to file a civil complaint against the  
13 Golden Gate Area Council of the Boy Scouts, the Roman Catholic Bishop of Oakland, and the  
14 Franciscan Friars of California, Inc., in Alameda County Superior Court. Our firm drafted a  
15 complaint that alleged separate liability for scouting and non-scouting abuse, with the abuse  
16 segregated by counts and delineated according to the source of liability in that complaint —  
17 *J.B. v. Defendant Doe 1, Scouting Council, et al.*, Case No. 22CV024585 (filed December 23,  
18 2022). The complaint had to be filed before the December 31 close of the window for filing  
19 civil lawsuits for childhood sexual abuse under the amendments to Cal. Code of Civil  
20 Procedure Section 340.1, passed by the Legislative Assembly in 2019.

### 21 **Debtor's History**

22 5. This Debtor has been in bankruptcy since May of 2023. Our firm represents  
23 several sexual abuse claimants involved in this bankruptcy, including a member of the  
24 Survivors Committee. There have been no issues or problems with the filing of proofs of  
25 claim on behalf of those clients. The recent filing of a Third Amended Plan and Disclosure  
26 Statement comes after the withdrawal of the prior version just days before it was scheduled to  
27 go to a hearing before this Court, and the current version, set for hearing April 1, 2025, has



1 again been opposed by the Survivors Committee as being patently unconfirmable.

2 6. I have reviewed the docket in this matter and found two prior motions to allow  
3 the filing of proofs of claim after the Bar Date. The first motion involved eighteen claimants  
4 whose proofs of claim were not filed due to an internal calendaring error that was caught less  
5 than 24 hours after the Bar Date deadline. *See* Dkt. 607. The second motion filed in April of  
6 2024, sought to allow a late proof of claim for a single claimant where his claim had been  
7 internally miscategorized at is attorney's law firm, because the claimant's state court lawsuit  
8 had not been consolidated with other cases against the Debtor in the JCCP 5018 action. *See*  
9 Dkt. 1081. The opposition to the first motion from the Insurers was withdrawn prior to  
10 hearing and the second motion was not opposed.

11 7. The following is an explanation of how JB Doe's proof of claim was not  
12 timely filed. In setting out these facts, I am not minimizing or attempting to avoid  
13 responsibility for our error. This is an explanation, not an excuse.

14 8. Unsurprisingly, there was a significant press of business at the end of 2022 in  
15 getting sexual abuse claims filed in California State Court before the end of the window  
16 created by Assembly Bill 218 to file suits under California Rule of Civil Procedure 340.1 (the  
17 child abuse statute of limitations). That window closed at 11:59pm on December 31, 2022.  
18 In December, we were contacted to file suit for JB Doe and agreed to do so. That case was  
19 timely filed with all the requisite Certificates of Merit and other procedures mandated by  
20 C.C.P. § 340.1. Because of the Boy Scouts of America's confirmed Plan of Reorganization,  
21 the case was completely stayed while the Plan was appealed pursuant to several continuing  
22 orders of the Delaware Bankruptcy Court in the Boy Scouts of America bankruptcy, *In re Boy*  
23 *Scouts of America, et al.*, Chapter 11 Case No. 20-10343 (LSS) (Bankr. D. Del.), including  
24 the BSA bankruptcy Post-Confirmation Injunction. This is true even though the complaint  
25 contains allegations of abuse that cannot be channeled through the Scouting Settlement Trust.  
26 This stay happened because the Plan (and the law) is unclear about claims alleging scouting  
27 and non-scouting abuse against a single defendant. None of the named defendants in JB

1 Doe's state court complaint had filed bankruptcy at that time (BSA could not be named  
2 because of the automatic stay under Section 362 of the Bankruptcy Code).

3 9. After filing the state court lawsuit, our firm placed JB Doe's case on an  
4 internal list of "Boy Scout" lawsuits to track and monitor while the Boy Scout appeal  
5 progressed through the Third Circuit. We are still awaiting a written opinion on the validity  
6 of the confirmed BSA Plan. Aside from serving the complaint, the BSA bankruptcy Plan  
7 prohibited any further actions on any case involving local councils or sponsoring  
8 organizations with respect to channeled claims.

9 10. In the ordinary course of business, our firm tracks cases through the use of  
10 spreadsheets. In circumstances where we represent multiple claimants against the same  
11 defendant, we maintain case spreadsheets separated and ordered by individual defendant. For  
12 instance, our firm maintains a list of cases involving the Boy Scouts of America and a  
13 separate spreadsheet of cases involving the Diocese of Oakland. Because of the low  
14 likelihood of overlap between cases involving the Boy Scouts of America and the Diocese of  
15 Oakland (based on our experience in suing these types of entities for over 20 years), the two  
16 spreadsheets were maintained by separate paralegals. JB Doe's case was recorded on the Boy  
17 Scouts spreadsheet by a paralegal who was required to work almost exclusively on Boy Scout  
18 matters and thus without any real awareness of the Oakland bankruptcy, and at the same time  
19 not recorded on the Diocese of Oakland spreadsheet or the spreadsheet tracking Franciscan  
20 Friar cases (which are more closely coordinated). As such, when the Bishop of Oakland and  
21 the Franciscan Friars of California declared their respective bankruptcies later, JB Doe's case  
22 was not brought into those internal dockets.


23 11. Furthermore, another fail-safe that assists us with the tracking of these cases  
24 was not available in JB Doe's case. Because of the complete nature of the stay in the Boy  
25 Scouts of America's bankruptcy, JB Doe's state court action could not be coordinated into the  
26 JCCP 5108 proceeding involving the Oakland Diocese. My internal review of records could  
27 not find any notice about this bankruptcy proceeding from Debtor or the Court related to JB

1 Doe specifically, likely because of his case not being coordinated. Because no documentation  
2 was received from the JCCP 5108 proceeding relating to this case, the paralegal working on  
3 the Diocese of Oakland cases had no knowledge of the case, or that it should be included on  
4 the Diocese of Oakland case list. Again, that does not excuse our firm’s mistake, but points to  
5 the absence of measures our firm typically relies on to ensure that every relevant piece of  
6 every case is tracked and monitored. This case truly fell through the cracks of our systems.

7 12. Our firm was fully aware of the Diocese of Oakland bankruptcy and has  
8 participated vigorously here to protect and advance the rights of all of our clients, as well as  
9 all survivors generally—the proofs of claim timely filed here show that there was not some  
10 sort of withholding or attempt to game JB Doe’s case at all. We admit and accept that there  
11 was a failure of our systems to track JB Doe’s case and sincerely regret our failure. It was not  
12 until mid-February of 2025 that we had a close review of JB Doe’s status and realized that it  
13 was not solely a “Boy Scout” case. Upon seeing the cross-referencing error, the first thing we  
14 did was see what had really happened, and how to fix it. The motion had been a priority since  
15 that time, subject only to hearings that had already been set and could not be moved.

16 13. **The foregoing is true and correct, and I make this Declaration under the**  
17 **penalty of perjury under the laws of the United States and the State of California.**

18  
19 DATED 04 / 1 / 2025  
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22 Devin M. Storey

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The Zalkin Law Firm, P.C.  
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3 Tel: 858-259-3011  
Fax: 858-259-3015  
4 Email: [dms@zalkin.com](mailto:dms@zalkin.com)

5 *Attorney for Personal Injury Claimant/Creditor*  
6 *John JB Doe, and Other Claimants/Creditors*

7 **UNITED STATES BANKRUPTCY COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**  
9 **OAKLAND DIVISION**

10 In re:  
11 THE ROMAN CATHOLIC BISHOP OF  
OAKLAND, a California corporation  
12 sole,  
13 Debtor and Debtor  
14 In Possession.

Case No. 23-40523 WJL

Chapter 11

**DECLARATION OF MOVANT/  
CLAIMANT JOHN JB DOE IN  
SUPPORT OF MOTION TO  
ENLARGE THE CLAIMS BAR  
DATE TO ACCEPT A LATE FILED  
PROOF OF CLAIM**

Date: April 30, 2025  
Time: 10:30 a.m.  
Location: 1300 Clay Street, Ctrm. 220  
Oakland, CA 94612  
[In person or via Zoom]  
Judge: Hon. William J. Lafferty, III

19 **DECLARATION OF MOVANT/ CLAIMANT JOHN JB DOE**  
20 **IN SUPPORT OF MOTION TO FILE LATE PROOF OF CLAIM**

21 I, John JB Doe,<sup>1</sup> declare under penalty of perjury as follows.

22 1. I am a survivor of childhood sexual abuse that was perpetrated against me by  
23 my school counselor and member of the Franciscan Order that I knew as “Brother Paul.” He  
24 was also my scoutmaster in the unit scout pack at my school. I have authorized my lawyers  
25 to bring this motion to file a late proof of claim in this bankruptcy.

26 \_\_\_\_\_  
27 <sup>1</sup> I understand that my attorneys have created this pseudonym so that I can proceed  
without revealing my name in the public record.

1           2.       I was born in December of 1957. As a child, I attended St. Elizabeth's  
2 Elementary School in Oakland, California. In 1967 or 1968, when I was around 10 years old,  
3 I met Brother Paul. It is my understanding that he was a member of the Franciscan Friars  
4 because the person who supervised him was Brother Bede McKinnon, someone who I knew  
5 was a Franciscan. Br. Paul was a counselor at my school, and he was my scoutmaster in the  
6 St. Elizabeth School's scouting unit called a unit scout pack.

7           3.       Over the course of several months in that 1967-68 school year, Br. Paul  
8 sexually molested and abused me on a number of occasions. When I would be sitting in his  
9 counseling office or sometimes see him elsewhere on school grounds, Br. Paul would fondle  
10 my penis over my clothes, and then progressed to grabbing and fondling my genitals directly,  
11 and attempted to masturbate me. The worst part was when Br. Paul would grab and  
12 squeezing my testicles until it hurt me. Br. Paul did this to me and to other boys pretty often.

13          4.       I obeyed Br. Paul and kept quiet because he was a school counselor and a  
14 member of the Franciscan religious order. During and after the abuse ended, I never disclosed  
15 my abuse to anyone. We were taught constantly in school to respect and obey religious  
16 authorities like Br. Paul.

17          5.       At one point after this had been going on for several months, I developed an  
18 infection in one of my testicles and it had to be removed. Later in life, I learned that I was  
19 infertile, and I believe that the abuse was the main cause of this problem.

20          6.       He did all of these things between 12 and 15 times in school, apart from  
21 scouting. I understand that the abuse in scouting is not being considered in this bankruptcy,  
22 so the abuse here only covers what happened in school outside of scouting meetings and  
23 events. Br. Paul sexually molested and abused me around 5-7 times in scouting as well.

24          7.       I filed a proof of claim in the Boy Scout bankruptcy through my Washington  
25 State lawyers on November 10, 2020 for the scouting-related abuse. I understand that the  
26 proof of claim in that case might be filed here as well.

27

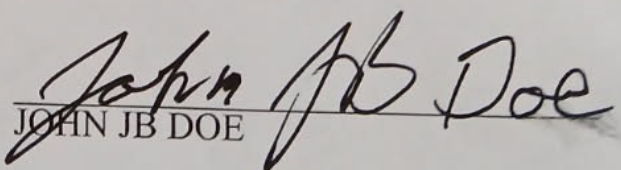


1           8.       In December of 2022, my Washington lawyers arranged for me to retain the  
2 Zalkin Law Firm P.C., to act as local counsel in California to file a civil complaint against the  
3 Golden Gate Area Council of the Boy Scouts, the Roman Catholic Bishop of Oakland, and the  
4 Franciscan Friars of California, in Alameda County Superior Court. I understand that  
5 complaint sets out claims for Br. Paul's abuse in scouting and abuse outside of scouting.  
6 When the Bishop of Oakland and the Franciscan Friars each declared bankruptcy over the last  
7 two years, I did not know about the filings and was unaware of needing to file anything else in  
8 the case. I assumed the lawyers would be taking care of all of that.

9           9.       I never received any documentation directly from the Court about the Diocese  
10 of Oakland's bankruptcy petition.

11           10.       **The foregoing is true and correct, and I make this Declaration under the**  
12 **penalty of perjury under the laws of the United States and the State of California.**

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15 DATED 4-1-2025

16   
17 JOHN JB DOE

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8. In December of 2022, my Washington lawyers arranged for me to retain the Zalkin Law Firm P.C., to act as local counsel in California to file a civil complaint against the Golden Gate Area Council of the Boy Scouts, the Roman Catholic Bishop of Oakland, and the Franciscan Friars of California, in Alameda County Superior Court. I understand that complaint sets out claims for Br. Paul’s abuse in scouting and abuse outside of scouting. When the Bishop of Oakland and the Franciscan Friars each declared bankruptcy over the last two years, I did not know about the filings and was unaware of needing to file anything else in the case. I assumed the lawyers would be taking care of all of that.

9. I never received any documentation directly from the Court about the Diocese of Oakland’s bankruptcy petition.

10. **The foregoing is true and correct, and I make this Declaration under the penalty of perjury under the laws of the United States and the State of California.**

DATED \_\_\_\_\_

\_\_\_\_\_  
JOHN JB DOE

1 DEVIN M. STOREY, ESQ. (SBN #234271)  
2 The Zalkin Law Firm, P.C.  
3 10590 West Ocean Air Drive, Suite 125  
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8 *Attorney for Personal Injury Claimant/Creditor*  
9 *John JB Doe, and Other Claimants/Creditors*

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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

In re:  
THE ROMAN CATHOLIC BISHOP OF  
OAKLAND, a California corporation  
sole,  
  
Debtor and Debtor  
In Possession.

Case No. 23-40523 WJL

Chapter 11

**CERTIFICATE OF SERVICE**

I, **Devin M. Storey**, am employed in the city and county of San Diego, State of California. I am over the age of 18 and not a party to the action; my business address is 10590 W Ocean Air Drive, Suite 175, San Diego, CA 92130.

**I. Service List**

On the 31st day of March 2025, I caused to be served the following document(s):

- NOTICE OF HEARING ON MOTION TO ALLOW FILING OF LATE PROOF OF CLAIM F.R.B.P. 9006(b)(1)
- MOTION TO ENLARGE THE CLAIMS BAR DATE TO ACCEPT A LATE FILED PROOF OF CLAIM



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- DECLARATION OF DEVIN M. STOREY, ESQ. IN SUPPORT OF MOTION TO ENLARGE THE CLAIMS BAR DATE TO ACCEPT A LATE FILED PROOF OF CLAIM
  
- DECLARATION OF MOVANT JOHN JB DOE IN SUPPORT OF MOTION TO ENLARGE THE CLAIMS BAR DATE TO ACCEPT A LATE FILED PROOF OF CLAIM

on each party listed below in the following manner:

**[X] by e-mail transmission upon the parties as set forth on Exhibit 1, attached hereto.**

**[X] by First Class Mail transmission upon the parties as set forth on Exhibit 2, attached hereto.**

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on March 31, 2025, San Diego, California.

/s/ Devin M. Storey  
Devin M. Storey

# **EXHIBIT 1**

## **Mailing Information for Case 23-40523**

### **Electronic Mail Notice List**

The following is the list of parties who are currently on the list to receive email notice/service for this case.

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Yongli Yang yongli.yang@clydeco.us

## **EXHIBIT 2**

Core Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Phone	Fax	Email
Counsel to the RCC	Allen, Glaessner, Hazelwood and Werth, LLP	Peter Glaessner	180 Montgomery Street, Suite 1200		San Francisco	CA	94104		415-813-2045	p glaessner@aghwlaw.com
Counsel for Salesian Society and Franciscan Friars California, Inc.	Binder & Malter LLP	Robert G. Harris	2775 Park Avenue		Santa Clara	CA	95050	408-295-1700	408-295-1531	Rob@BinderMalter.com
Counsel for the Official Committee of Unsecured Creditors	Burns Bair LLP	Timothy W. Burns and Jesse J. Bair	10 E. Doty Street, Suite 600		Madison	WI	53703-3392	608-286-2302		tburns@burnsbair.com; jbair@burnsbair.com
Office of the California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919	916-445-9555		
Counsel to Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland	Clyde & Co US LLP	Catalina J. Sugayan	30 S Wacker Dr Suite 2600		Chicago	IL	60606	312-635-6917		Catalina.Sugayan@clydeco.us
Counsel to Companhia De Seguros Fidelidade SA (fka Fidelidade Insurance Company of Lisbon).	Cozen O'Connor	Mary P. McCurdy	388 Market Street, Suite 1000		San Francisco	CA	94111	415-644-0914	415-644-0978	MMcCurdy@cozen.com
Counsel to Westport Insurance Corporation, fka/a Employers Reinsurance Corporation	Craig & Winkelman LLP	Attn Robin D. Craig	2001 Addison Street, Suite 300		Berkeley	CA	94704	510-549-3330		rcraig@craig-winkelman.com
Interested Party	Davey L. Turner		215 N. San Joaquin St.		Stockton	CA	95202			dturner@drivonlaw.com
Counsel to Travelers Indemnity Company	Dentons US LLP	Patrick C. Maxcy and John Grossbart	233 South Wacker Drive, Suite 5900		Chicago	IL	60606	312-876-8000	312-876-7934	patrick.maxcy@dentons.com; john.grossbart@dentons.com
Counsel to Travelers Indemnity Company	Dentons US LLP		1999 Harrison Street, Suite 1210		Oakland	CA	94612	415-882-5000	415-882-0300	
Counsel to Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061	Duane Morris LLP	Russell W. Roten	865 S. Figueroa Street, Suite 3100		Los Angeles	CA	90017-5450	213- 689-7400	213-689-7401	rroten@skarzynski.com emotis2000@gmail.com
Interested Party	Elizabeth Otis		2089 Meppen Dr.		Idaho Falls	ID	83401			jblease@foley.com; tcarlucci@foley.com; smoses@foley.com; auetz@foley.com; mdlee@foley.com; ekhatchatourian@foley.com
Counsel for the Debtor and Debtor in Possession	Foley & Lardner LLP	Jeffrey R. Blease, Thomas F. Carlucci, Shane J. Moses, Ann Marie Uetz, Matthew D. Lee , Emil Khatchatourian	555 California Street, Suite 1700		San Francisco	CA	94104-1520	415-434-4484	415-434-4507	
Counsel for Salesians Society	Jackson Lewis	Leila Nourani, Esq.	725 South Figueroa Street, Suite 2500		Los Angeles	CA	90017	213-630-8218		Leila.Nourani@jacksonlewis.com
Interested Party	James Mulvaney		4724 Mira Vista Dr		Castro Valley	CA	94546			ohmyeye@pacbell.net mike@andersonadvocates.com; jennifer@andersonadvocates.com; mreck@andersonadvocates.com
Counsel to Certain Personal Injury Creditors	Jeff Anderson & Associates, P.A.	Michael G. Finnegan, Esq., Jennifer E. Stein, Esq, Michael J. Reck, Esq.	12011 San Vicente Boulevard, Suite 700		Los Angeles	CA	90049	310-357-2425	651-297-6543	JLJackson53@gmail.com
Interested Party	Jeffrey Jackson		1506 Quesada Avenue		San Francisco	CA	94124			jkeller@kbklp.com; jkim@kbklp.com; galbert@kbklp.com
Counsel to the Unsecured Creditors' Committee	Keller Benvenuti Kim LLP	Tobias S. Keller, Jane Kim, Gabrielle L. Albert	650 California St, Suite 1900		San Francisco	CA	94108	415-496-6723		RCBOInfo@kccll.com
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