

1 **SONTCHI, LLC**
 2 CHRISTOPHER S. SONTCHI
 3 sontchi@sontchillc.com
 4 11 Tobin Court
 5 Hockessin, DE 19707
 6 *Court Appointed Mediator*

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.

Case No. 23-40523 WJL

Chapter 11

**COVER SHEET TO FIRST INTERIM
 FEE APPLICATION OF SONTCHI,
 LLC, AS MEDIATOR, FOR
 ALLOWANCE AND PAYMENT OF
 COMPENSATION OF EXPENSES FOR
 THE PERIOD OF JANUARY 22, 2024,
 THROUGH APRIL 30, 2024**

DATE: JULY 24, 2024
 TIME: 10:30 AM
 PLACE: United States Bankruptcy Court
 1300 Clay Street, Courtroom 220
 Oakland, CA 94612
 OBJECTION DEADLINE: JULY 8, 2024

Name of Applicant:	SONTCHI, LLC
Name of Client:	The Roman Catholic Bishop of Oakland
Time Period covered by this application:	January 22, 2024 – April 30, 2024
Total compensation sought this period:	\$146,687.50
Total expenses sought this period:	\$17,992.57
Petition date:	May 8, 2023
Retention date:	Effective as of January 22, 2024
Date of order approving employment:	January 22, 2024 [Dkt. No. 810]
Total fees approved by interim order to date:	\$0
Total expenses approved by interim order to date:	\$0
Total allowed fees paid to date:	\$0
Total allowed expenses paid to date:	\$0
Mediator’s rate	\$1,250.00 per hour



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Fees sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$135,942.57
Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$17,992.57
Number of professionals included in this application:	1
If applicable, number of professionals in this application not included in staffing plan approved by client:	N/A
If applicable, difference between fees budgeted and compensation sought for this period:	N/A
Number of professionals billing fewer than 15 hours to the case during this period:	N/A
Are any rates higher than those approved or disclosed at retention? If yes, calculate and disclose the total compensation sought in this application using the rates originally disclosed in the retention application:	No
Interim or Final:	Interim

1 **SUMMARY OF MONTHLY FEE STATEMENTS FOR THE INTERIM FEE PERIOD**

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Date Filed	Period Covered	80% of Fees Requested	Total Fees Incurred	Expenses Requested	Fees Approved	Expenses Approved	Amount Received	20% Holdback Requested
4 2/7/24 (Dkt. 5 No. 844)	1/23/24 To 1/31/24	\$25,400.00	\$31,750.00	\$4,203.42	\$25,400.00	\$4,203.42	\$29,603.42	\$6,350.00
6 3/6/24 (Dkt. 7 No. 922)	2/1/24 to 2/29/24	\$27,750.00	\$34,687.50	\$5,710.05	\$27,750.00	\$5,710.05	\$33,460.05	\$6,937.50
8 4/5/24 (Dkt. 9 No. 1027)	3/1/24 to 3/31/24	\$35,000.00 ¹	\$43,000.00	\$4,861.14	\$35,000.00	\$4,861.14	\$39,861.14	\$8,000.00
10 5/7/24 (Dkt. 11 No. 1114)	4/1/24 to 4/30/24	\$29,800.00	\$37,250.00	\$3,217.96	\$29,800.00	\$3,217.96	\$33,017.96	\$7,450.00
Total		\$117,950	\$146,687.50	\$17,992.57	\$117,950	\$17,992.57	\$135,942.57	\$28,737.50

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15 Summary of Any Objections to Monthly Fee Statements: None

16 Compensation and Expenses Sought in this Interim Application Not Yet Paid: \$28,737.50

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28 ¹ The monthly statement inadvertently listed \$35,000 as the amount representing 80% of fees requested, instead of \$34,400. To account for this error, the 20% holdback-requested amount has been reduced by \$600.

1 **SONTCHI, LLC**
2 CHRISTOPHER S. SONTCHI
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6 *Court Appointed Mediator*

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.

Case No. 23-40523 WJL

Chapter 11

**FIRST INTERIM FEE APPLICATION
OF SONTCHI, LLC, AS MEDIATOR,
FOR ALLOWANCE AND PAYMENT
OF COMPENSATION OF EXPENSES
FOR THE PERIOD OF JANUARY 22,
2024 THROUGH APRIL 30, 2024**

DATE: JULY 24, 2024

TIME: 10:30 AM

PLACE: United States Bankruptcy Court
1300 Clay Street, Courtroom 220
Oakland, CA 94612

OBJECTION DEADLINE: JULY 5, 2024

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18 The Court Appointed Mediator Christopher S. Sontchi, through Sontchi, LLC, (the
19 “Mediator”) and pursuant to the Order Referring Parties to Mediation, Appointing Mediators, and
20 Granting Related Relief [Dkt. No. 810], respectfully submits this first interim application for
21 allowance of compensation and reimbursement of actual and necessary expenses (the “Interim
22 Application”) for services performed as mediator for the period of January 23, 2024, through
23 April 30, 2024 (the “Interim Fee Period”).

24
25 Sontchi, LLC seeks interim approval of its fees for services rendered and reimbursement of
26 expenses incurred during the Interim Fee Period totaling \$164,680.07, which sum represents
27 compensation for legal services rendered in the amount of \$146,687.50 and reimbursement for
28

1 expenses incurred in the amount of \$17,992.57. Accordingly, Sontchi, LLC requests that the sum
2 of \$164,680.07 be paid to Sontchi, LLC.

3 This Interim Application is based upon the contents hereof, together with the exhibits, the
4 declaration of Christopher S. Sontchi, as well as any evidence or argument that the Court may
5 entertain at the time of the hearing on the Interim Application.
6

7 **BACKGROUND**

8 **A. General Background**

9 On May 8, 2023 (the "Petition Date"), the Debtor commenced the above-captioned
10 chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"). The Debtor
11 continues to operate its ministry and manage its assets and properties as a debtor in possession
12 under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been
13 appointed in this Chapter 11 Case.

14 **B. Employment of Sontchi, LLC**

15 On December 19, 2023, The Roman Catholic Bishop of Oakland, a California corporation
16 sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned
17 chapter 11 bankruptcy case (the "Chapter 11 Case") and the Official Committee of Unsecured
18 Creditors (the "Committee," and together with the Debtor, "Movants") filed the Joint Motion for
19 Entry of Order Referring Parties to Mediation, Appointing Mediators and Granting Related Relief
20 (the "Motion") [Docket No.: 705], pursuant to sections 105(a), 363(b), 502(b) and 541 of title 11
21 of the United States Code (the "Bankruptcy Code"), Rule 1001 of the Federal Rules of
22 Bankruptcy Procedure and Local Rule of Bankruptcy Procedure for the Northern District of
23 California ("Local Rule") 9044-1, to mediate the Mediation Matters (as such term is defined
24 herein) and appoint Hon. Christopher S. Sontchi (Ret.) ("Judge Sontchi") and Jeff Krivis ("Mr.
25 Krivis" and together with Judge Sontchi, the "Mediators") as mediators.
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1 On January 4, 2024, Pacific’s Objection to the Joint Motion for Entry of Order Referring
2 Parties to Mediation and Granting Related Relief [Docket No.: 748] and joinders to the Pacific
3 Objection were filed by (i) Continental Casualty Company [Dkt. No. 751] and (ii) Travelers
4 Casualty & Surety Company f/k/a Aetna Casualty & Surety Company [Docket No. 755].

5
6 On January 22, 2024, the Court approved the Order Granting the Joint Motion for Entry of
7 Order Referring Parties to Mediation, Appointing Mediators and Granting Related Relief (the
8 “Mediation Order”) [Dkt. No. 810]. The Mediation order provided for the appointment of the
9 Mediators and directed the Mediators to apply for the payment of fees and reimbursement of
10 expenses subject to Court approval. A copy of the Mediation Order is attached hereto as **Exhibit**

11 **A.**

12
13 **C. Present Posture of the Chapter 11 Mediation**

14 Since the Mediator’s appointment, and during the Interim Fee Period, the Mediator has
15 attempted to mediate the significant issues in the case with the objective of reaching an efficient
16 resolution among the mediation parties. These efforts have included multiple meetings of the
17 Mediator and each mediation party separately in-person and via telephone or video-conferencing,
18 as well as in-person mediation sessions with the mediation parties on March 18-19 and April 15-
19 17. The mediation has not yet reached a resolution, but the Mediator believes progress has been
20 made and the mediation process remains ongoing.

21 **SERVICES RENDERED**

22 **A. Mediation Services**

23 During the Interim Fee Period, the Mediator provided services in connection with his role
24 as Mediator, namely: communicating with the co-Mediator and the mediation parties through
25 emails and teleconferences; holding multiple meetings (via telephone or video-conference) with
26 the Committee, the Diocese, and their respective counsel; holding in-person mediation sessions
27 with the mediation parties March 18-19 and April 15-16, and traveling to and from the in-person
28 mediation sessions. Attached to this application as **Exhibit B** are copies of the Mediator’s

1 invoices during the Interim Fee Period, which were filed with the Mediator's monthly fee
2 statements and which include detailed time entries describing the services provided by the
3 Mediator.

4 **B. Additional Disclosures**

5 Did you agree to any variations from, or 6 alternatives to, your standard or customary 7 billing rates, fees or terms for services 8 pertaining to this engagement that were provided during the application period? If so, please explain.	Yes, hourly rate was discounted from \$1,500 to \$1,250 per hour.
9 If the fees sought in this fee application as 10 compared to the fees budgeted for the time 11 period covered by this fee application are higher by 10% or more, did you discuss the 12 reasons for the variation with the client?	N/A
13 Have any of the professionals included in this 14 fee application varied their hourly rate based 15 on the geographic location of the bankruptcy 16 case?	No
17 Does the fee application include time or fees 18 related to reviewing or revising time records 19 or preparing, reviewing, or revising invoices? (This is limited to work involved in preparing 20 and editing billing records that would not be 21 compensable outside of bankruptcy and does 22 not include reasonable fees for preparing a 23 fee application.) If so, please quantify by 24 hours and fees.	No
25 Does this fee application include time or fees 26 for reviewing time records to redact any 27 privileged or other confidential information? 28 If so, please quantify by hours and fees.	No
29 If the fee application includes any rate 30 increases since retention: 31 i. Did your client review and 32 approve those rate increases in 33 advance? 34 ii. Did your client agree when 35 retaining the law firm to accept all 36 future rate increases? If not, did you 37 inform your client that they need 38 not agree to modified rates or terms in order to have you continue the representation, consistent with	N/A

3 **THE FEES AND EXPENSES REQUESTED SHOULD**
4 **BE AWARDED BASED UPON APPLICABLE LAW**

5 The fees and expenses requested in this Interim Application are an appropriate award for
6 the Mediator's services, which were provided in accordance with the Mediation Order. The
7 Mediator requests an interim allowance of all fees and costs for the Interim Fee Period. The
8 Mediator believes that the services rendered for which compensation is sought have been
9 beneficial to the estate, that the costs incurred have been necessary and proper, and that the
10 sums requested for the services rendered and the costs incurred are fair and reasonable.
11

12 The Mediator understands that the Debtor has sufficient funds available to pay the fees
13 and costs requested herein.

14 **CONCLUSION**

15 WHEREFORE, the Mediator respectfully requests that the Court (a) authorize interim
16 allowance and direct payment of any unpaid fees and costs, and (b) award interim compensation
17 to the Mediator in the amount of \$164,680.07, inclusive of all fees and costs for the Interim
18 Period, consisting of \$146,687.50 in fees for legal services rendered and \$17,992.57 for
19 reimbursement of expenses.
20

21 Dated: June 17, 2024

SONTCHI, LLC

22
23 By: Christopher S. Sontchi
24 Christopher S. Sontchi
25 Court Appointed Mediator
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EXHIBIT A



The following constitutes the order of the Court.
Signed: January 22, 2024

A handwritten signature in black ink that reads "William J. Lafferty, III".

William J. Lafferty, III
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523 WJL

Chapter 11

**ORDER REFERRING PARTIES TO
MEDIATION, APPOINTING
MEDIATORS, AND GRANTING
RELATED RELIEF**

Hearing Held

Date: January 17, 2024

Time: 9:30 a.m.

Location: 1300 Clay St, Ctrm 220/Zoom,
Oakland, CA 94612

Upon the *Joint Motion for Entry of Order Referring Parties to Mediation, Appointing Mediators and Granting Related Relief* [Dkt. No. 705] (the "**Motion**") filed by (i) the Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 bankruptcy case (the "**Chapter 11 Case**") and (ii) the Official Committee of Unsecured Creditors (the "**Committee**," and together with the Debtor, the "**Movants**") for entry of an order requiring mediation (the "**Mediation**") of the Mediation Matters (defined below) and appointing mediators; and upon *Pacific's Objection*

1 to Joint Motion for Entry of Order Referring Parties to Mediation and Granting Related Relief
2 [Dkt No. 748] (the “**Pacific Objection**”) and to the joinders to the Pacific Objection filed by (i)
3 Continental Casualty Company [Dkt. No. 751] and (ii) Travelers Casualty & Surety Company
4 f/k/a Aetna Casualty & Surety Company [Docket No. 755] (collectively with the Pacific
5 Objection, the “**Objection**”); and the Court having reviewed and considered the Motion, the
6 reply to the Objection filed by the Movants [Dkt. No. 761], and the Objection, and the
7 statements of counsel at the hearing held on the Motion on January 9 and 17, 2024; and the
8 Court finding that it has jurisdiction over this matter, that venue in this Court is proper, and that
9 notice of the Motion thereon was reasonable and sufficient under the circumstances; and the
10 Court further finding that the relief requested in the Motion is in the best interests of the Debtor,
11 its estate and its creditors; and after due deliberation and good cause appearing,

12 **IT IS HEREBY ORDERED** as follows:

13 1) The Motion is GRANTED as set forth and modified below.

14 2) The Court authorizes and appoints Hon. Christopher Sontchi (Ret.) (“**Judge**
15 **Sontchi**”) and Jeff Krivis (“**Mr. Krivis**” and together with Judge Sontchi, the “**Committee**
16 **Mediators**”) for the purpose of mediating the Committee Mediation Matters (defined below).
17 The Court authorizes and appoints Hon. Randall Newsome (Ret.) (“**Judge Newsome**”) and
18 Timothy Gallagher (“**Mr. Gallagher**” and together with Judge Newsome, the “**Insurance**
19 **Mediators**”) for the purpose of mediating the Insurance Mediation Matters (defined below).
20 The Committee Mediators and Insurance Mediators are collectively referred to herein as the
21 “**Mediators.**”

22 3) The Mediators, as court appointed mediators, shall be immune from claims arising
23 out of acts or omissions incident to the Mediators’ services rendered in connection with the
24 Mediation to the maximum extent permitted by law.

25 4) The Mediators shall apply for the payment of their fees and the reimbursement of
26 their expenses in conformity with the Bankruptcy Code, Bankruptcy Rules, Local Rules and
27 orders of this Court, provided that the Insurers (as defined below) shall pay fifty percent (50%)
28 of the fees and expenses of the Insurance Mediators when and as due according to the

1 authorization obtained pursuant to the Bankruptcy Code, Bankruptcy Rules, Local Rules and
2 orders of this Court.

3 5) The participants in the mediation (the “**Mediation Parties**” and each a “**Mediation**
4 **Party**”), through their respective counsel, are:

- 5 A. the Debtor;
- 6 B. the Committee; and,
- 7 C. The Debtor’s insurers named as defendants in adversary proceedings *The*
8 *Roman Catholic Bishop of Oakland v. Pacific Indemnity et al.*, Adv. Case
9 No. 23-04028 and *The Roman Catholic Bishop of Oakland v. American*
10 *Home Assurance Co. et al.*, Adv. Case No. 23-04037 (such adversary
11 proceedings, the “**Adversary Proceedings**” and such insurer defendants,
12 the “**Insurers**”).

13 6) The following matters are hereby referred to mediation between the Committee and
14 Debtor (the “**Committee Mediation Matters**”), all of which are within this Court’s jurisdiction
15 over the administration of this chapter 11 case:

- 16 i. Assessment of sexual abuse claims and the Debtor’s potential legal
17 liability for the sexual abuse claims;
- 18 ii. The negotiation of material financial, injunctive, and other provisions of a
19 plan of reorganization;
- 20 iii. The resolution of disputes related to the formation of a trust and the
21 process for allowance of and distributions to holders of abuse claims;
- 22 iv. The resolution of disputes related to the process to resolve claims
23 asserted by or against a church and certain other non-Debtor Catholic
24 entities within the Diocese;
- 25 v. The resolution of any other issue necessary to reach agreement on the
26 terms of a confirmable plan of reorganization; and,
- 27 vi. Such other issues as may arise.

1 7) The following matters are hereby referred to mediation between the Debtor, the
2 Committee, and the Insurers (the “**Insurance Mediation Matters**”), all of which are within this
3 Court’s jurisdiction over the administration of this Chapter 11 case:

- 4 i. Assessment of sexual abuse claims;
- 5 ii. The claims and defenses asserted by the parties in the Adversary
6 Proceedings, including issues related to indemnity, defense, and
7 insurance coverage of sexual abuse claims and the obligations of the
8 Debtors and parishes;
- 9 iii. The negotiation of material financial, injunctive, and other provisions of a
10 plan of reorganization, as directly affects the Insurers;
- 11 iv. The resolution of any other issue necessary to reach agreement on the
12 terms of a confirmable plan of reorganization; and,
- 13 v. Such other issues as may arise.

14 8) At any time following entry of this Order, one or more of the Mediation Parties
15 may, individually or jointly, propose in writing that the Mediators address one or more
16 particular Mediation Issues (each such proposal, a “**Mediation Proposal**”) so long as such
17 Mediation Party or Parties submits the Mediation Proposal by email to all of the Mediators and
18 all of the Parties and describes, with specificity, the Mediation Issue(s) that are the subject of
19 the Mediation Proposal. Upon receipt of a Mediation Proposal, the Mediators shall confer and
20 determine, in their discretion, the allocation of responsibility amongst themselves with respect
21 to the Mediation Issue(s) that are the subject of the Mediation Proposal. Notwithstanding
22 anything to the contrary in this Order, and for the avoidance of doubt, no Mediation Party shall
23 be required to participate in the mediation of any Mediation Issue(s).

24 9) The Mediators shall consult with the Mediation Parties on the matters concerning
25 the Mediation, including, without limitation: (a) the structure and timing of Mediation
26 procedures, including, without limitation, the attendance of specific Mediation Parties at
27 particular Mediation sessions; and (b) the timing, general content, and manner of any
28 submissions to the Mediators. Notwithstanding any provision of this order, nothing shall

1 prevent the Mediators from considering modifications to the subjects to be included in the
2 Committee Mediation Matters and the Insurance Mediation Matters, as set forth in paragraphs 7
3 and 8 of this Order.

4 10) The results of the Mediation are non-binding and are without prejudice to any
5 Mediation Party's rights, claims, or defenses, including with respect to any of the Mediation
6 Matters, all of which are expressly preserved.

7 11) The Mediation shall take place on such date(s) and location(s) (either in-person or
8 via electronic means), as the Mediators reasonably determine, which may include joint and
9 private meetings between the Mediators and Mediation Parties during the course of the
10 Mediation, including joint and separate meetings with any of the parties to the Committee
11 Mediation Matters and the Insurance Mediation Matters.

12 12) The Mediators shall have the authority to require a representative, with complete
13 authority to negotiate and settle all disputed issues and amounts, of each of the Mediation
14 Parties to personally attend the Mediation meeting(s) either in person or via video conference.

15 13) The Mediators shall have authority to control all procedural aspects of the
16 Mediation(s), including when the Mediation Parties will meet jointly and/or separately with the
17 Mediator(s), and whether meetings shall be by telephone, video conference, or in person. The
18 Mediators may require Mediation Parties to sign a mediation agreement as may be reasonably
19 required to promote the Mediation, except that any such supplemental agreement shall be
20 consistent with and subject in all respects to the terms of this Order. The Mediators may report
21 to the Court any willful failure to attend or participate in good faith in the mediation process or
22 mediation conference. Such failure may result in the imposition of sanctions by the Court.

23 14) Participation by the Mediation Parties in the Mediation will not prejudice their
24 rights with respect to any disputed issue in the Chapter 11 Case, and all such rights, to the extent
25 they existed prior to this Order, are preserved and may be exercised consistent with any order of
26 the Court. This includes, without limitation, the Mediation Parties' rights (if any) to (a) seek a
27 judicial determination from this Court with respect to any issue that may arise during the
28 Mediation requiring judicial resolution; (b) contest the jurisdiction of the Bankruptcy Court; (c)

1 contest the entry of final orders or judgments by the Bankruptcy Court; (d) withdraw the
2 reference; or (e) demand arbitration or a trial by jury.

3 15) After the Mediation concludes, the Mediators will report to chambers staff whether
4 the Mediation resulted in a settlement.

5 16) The provisions of Local Rule 9047-1 pertaining to the “Confidentiality” of the
6 Bankruptcy Dispute Resolution Program shall govern the Mediation; provided, however, that if
7 a Mediation Party puts at issue any good faith finding concerning the Mediation in any
8 subsequent action concerning insurance coverage, the parties’ right to seek discovery, if any, is
9 preserved. However, nothing in this paragraph shall limit communications between the
10 Mediators during the Mediation. Further, nothing in this paragraph makes a document or other
11 information confidential that was received or developed by a Mediation Party without an
12 obligation of confidentiality that related to the Mediation.

13 17) The Mediation Parties shall cooperate in pre-mediation discovery. In the event that
14 a discovery dispute arises that cannot be resolved by negotiation among the Mediation Parties
15 involved, a motion may be brought before this Court to resolve the dispute. The Court may hold
16 hearings on short notice on any discovery dispute. The Court expects the Mediation Parties to
17 obtain such information as they may deem reasonable to participate meaningfully in the
18 Mediation.

19 18) Notwithstanding any provision of this Order to the contrary, (a) nothing contained
20 in this Order shall authorize any Mediation Party to produce documents or information that are
21 subject to attorney-client privilege, attorney work product, or any other legally recognized
22 privilege; and (b) the Debtor shall not as part of the Mediation or otherwise provide the
23 Committee or its counsel with any materials created or used in the defense and resolution of
24 abuse claims that may be subject to an attorney client privilege, attorney work product privilege,
25 common interest privilege (subject to the provisions of paragraph 20 below), or other rule of
26 privilege or confidentiality, unless the Debtor first shares those materials with the Insurers and
27 the Insurers consent to the disclosure of those materials.

1 19) If any of the parties subject to this Order believe that they share a “common
2 interest” privilege with respect to any information or communications subject to this Order,
3 before any such privilege may be invoked, such parties shall memorialize the terms of their
4 agreement concerning the existence and scope of such privilege in a written agreement to be
5 executed by all parties asserting a right to invoke the privilege and to be lodged with the Court.
6 If the parties decide to ask the Court to approve their agreement regarding a common interest
7 privilege, and to the enforce such agreement if so approved, the Court will consider a motion to
8 obtain such relief on notice to the other participants in the Mediation who are not parties to the
9 agreement.

10 20) Notwithstanding any provision of this Order to the contrary, no Mediation Party
11 may disclose to any other Mediation Party, either in connection with the Mediation or any pre-
12 mediation discovery, any information or documents which are protected by common interest
13 privilege, without the prior written consent of all parties sharing in such common interest
14 privilege.

15 21) Nothing in this Order shall relieve any of the Mediation Parties or any other party
16 in interest from complying with applicable requirements of the Bankruptcy Code and Federal
17 Rules of Bankruptcy Procedure, such as requirements for obtaining court approval of any
18 compromises of controversies, stipulated stay relief or adequate protection, or sales of property
19 outside the ordinary course of business.

20 22) Any of the Mediation Parties may at any time file a motion with the Court to
21 withdraw from, suspend, and/or terminate the Mediation for cause.

22 23) Neither this Order nor any of its terms shall be construed as a stay or prohibition of
23 any proceedings or issues in this Chapter 11 Case.

24 24) The Court retains discretion to modify this Order and retains exclusive jurisdiction
25 to hear and determine all matters arising from the implementation or interpretation of this
26 Order.

27 ****END OF ORDER****

COURT SERVICE LIST

All ECF Recipients

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EXHIBIT B

Sontchi, LLC

Insolvency, Restructuring & Complex Litigation Expertise

11 Tobin Court
Hockessin, DE 19707
Phone: +1 302 562 6360
Email: Sontchi@SontchiLLC.com

Invoice # 37
Date: 02/07/2024

3500-000-CSS

In re Roman Catholic Bishop of Oakland, Case No. 23-bk-40523 in the Bankruptcy Court of the Northern District of California

Type	Date	Notes	Quantity	Rate	Total
Service	01/23/2024	Telephone conferences; review of order	0.70	\$1,250.00	\$875.00
Service	01/24/2024	Teleconference w J. Krivis, email correspondence	0.40	\$1,250.00	\$500.00
Service	01/25/2024	Email correspondence	0.30	\$1,250.00	\$375.00
Service	01/26/2024	Teleconference with committee	0.90	\$1,250.00	\$1,125.00
Expense	01/29/2024	Reimbursable expenses: Travel - American Airlines	1.00	\$1,984.90	\$1,984.90
Expense	01/29/2024	Reimbursable expenses: Hotel - Graduate Pala Alto	1.00	\$806.01	\$806.01
Service	01/29/2024	Travel time from TCI to Oakland	13.20	\$625.00	\$8,250.00
Expense	01/29/2024	Reimbursable expenses: Travel - wifi	1.00	\$29.00	\$29.00
Expense	01/29/2024	Reimbursable expenses: Travel - Lyft	1.00	\$125.78	\$125.78
Service	01/30/2024	Meeting with Committee	4.00	\$1,250.00	\$5,000.00
Service	01/31/2024	Travel time from Oakland to TCI	17.00	\$625.00	\$10,625.00
Service	01/31/2024	Preparation for and attendance at meeting w debtor	4.00	\$1,250.00	\$5,000.00
Expense	01/31/2024	Reimbursable expenses: Blue Bottle Cafe	1.00	\$8.25	\$8.25
Expense	01/31/2024	Reimbursable expenses: Cafe Venetia	1.00	\$15.32	\$15.32
Expense	01/31/2024	Reimbursable expenses: Hotel - Graduate	1.00	\$866.56	\$866.56
Expense	01/31/2024	Reimbursable expenses: Travel - lyft	1.00	\$193.98	\$193.98
Expense	01/31/2024	Reimbursable expenses: Travel - lyft	1.00	\$173.62	\$173.62
				Total	\$35,953.42

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
37	03/08/2024	\$35,953.42	\$0.00	\$35,953.42	
				Outstanding Balance	\$35,953.42
				Total Amount Outstanding	\$35,953.42

Sontchi, LLC

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Invoice # 42
Date: 03/06/2024

3500-000-CSS

In re Roman Catholic Bishop of Oakland, Case No. 23-bk-40523 in the Bankruptcy Court of the Northern District of California

Type	Date	Notes	Quantity	Rate	Total
Expense	02/01/2024	Reimbursable expenses: Travel - wifi	1.00	\$29.00	\$29.00
Service	02/05/2024	Teleconference	0.20	\$1,250.00	\$250.00
Service	02/12/2024	Email correspondence; telephone conference	0.40	\$1,250.00	\$500.00
Service	02/13/2024	Teleconference, email correspondence	0.30	\$1,250.00	\$375.00
Service	02/14/2024	Drafting of revisions to CNO for monthly statement; teleconference	0.60	\$1,250.00	\$750.00
Service	02/15/2024	Teleconference w counsel; email correspondence re co-mediators	1.10	\$1,250.00	\$1,375.00
Service	02/16/2024	Email correspondence	0.10	\$1,250.00	\$125.00
Service	02/19/2024	Email correspondence; teleconference	0.20	\$1,250.00	\$250.00
Service	02/21/2024	Travel time from Philadelphia to Roseland NJ	2.50	\$625.00	\$1,562.50
Service	02/21/2024	Meeting w Committee professionals	5.00	\$1,250.00	\$6,250.00
Expense	02/21/2024	Reimbursable expenses: Travel - Lyft	1.00	\$60.25	\$60.25
Expense	02/21/2024	Reimbursable expenses: Travel-Northeast Regional	1.00	\$152.00	\$152.00
Expense	02/21/2024	Reimbursable expenses: Travel - Acela	1.00	\$183.00	\$183.00
Service	02/21/2024	Travel time from Roseland, NJ to Delaware	3.50	\$625.00	\$2,187.50
Expense	02/21/2024	Reimbursable expenses: Travel - Lyft	1.00	\$32.22	\$32.22
Expense	02/21/2024	Reimbursable expenses: Travel - Lyft	1.00	\$30.42	\$30.42
Service	02/22/2024	Email correspondence, telephone conferences	0.70	\$1,250.00	\$875.00
Service	02/23/2024	Telephone conference	0.80	\$1,250.00	\$1,000.00
Expense	02/26/2024	Reimbursable expenses: Travel - American	1.00	\$3,935.20	\$3,935.20
Expense	02/26/2024	Reimbursable expenses: Travel - Hilton Union Square	1.00	\$785.08	\$785.08

Service	02/26/2024	Travel time from Delaware to SFO	10.50	\$625.00	\$6,562.50
Expense	02/26/2024	Reimbursable expenses: Travel - Limo Exchange	1.00	\$137.00	\$137.00
Expense	02/26/2024	Reimbursable expenses: Travel - Limo Exchange	1.00	\$144.00	\$144.00
Expense	02/26/2024	Reimbursable expenses: Travel - Lyft	1.00	\$99.40	\$99.40
Service	02/27/2024	Meeting w Diocese counsel	4.00	\$1,250.00	\$5,000.00
Expense	02/28/2024	Reimbursable expenses: Travel - Lyft	1.00	\$122.48	\$122.48
Service	02/28/2024	Travel time from SFO to Del.	11.00	\$625.00	\$6,875.00
Service	02/28/2024	Teleconferences, email correspondence	0.60	\$1,250.00	\$750.00
				Total	\$40,397.55

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
37	03/08/2024	\$35,953.42	\$0.00	\$35,953.42

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
42	03/30/2024	\$40,397.55	\$0.00	\$40,397.55	
				Outstanding Balance	\$76,350.97
				Total Amount Outstanding	\$76,350.97

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Invoice # 44
Date: 04/05/2024

3500-000-CSS

In re Roman Catholic Bishop of Oakland, Case No. 23-bk-40523 in the Bankruptcy Court of the Northern District of California

Type	Date	Notes	Quantity	Rate	Total
Service	03/01/2024	Zoom meeting with Diocese	0.90	\$1,250.00	\$1,125.00
Service	03/02/2024	Email correspondence, review of claims data	0.80	\$1,250.00	\$1,000.00
Service	03/04/2024	Zoom meeting w Committee counsel	0.90	\$1,250.00	\$1,125.00
Service	03/07/2024	Zoom meeting with RCBO's counsel	0.80	\$1,250.00	\$1,000.00
Service	03/08/2024	Teleconference	0.30	\$1,250.00	\$375.00
Service	03/11/2024	Teleconferences	0.40	\$1,250.00	\$500.00
Service	03/14/2024	Email correspondence re mediation	0.20	\$1,250.00	\$250.00
Service	03/15/2024	Email correspondence	0.20	\$1,250.00	\$250.00
Service	03/16/2024	Review of itinerary, email correspondence	0.20	\$1,250.00	\$250.00
Expense	03/17/2024	Reimbursable expenses: Travel - SFO - DCA	1.00	\$1,639.80	\$1,639.80
Expense	03/17/2024	Reimbursable expenses: Travel - Argonaut Hotel	1.00	\$1,391.05	\$1,391.05
Service	03/17/2024	Travel time from Del. to SFO	6.00	\$625.00	\$3,750.00
Service	03/17/2024	Email correspondence, review of documents re mediation, preparation for same (while traveling)	3.00	\$1,250.00	\$3,750.00
Expense	03/17/2024	Reimbursable expenses: Travel - AA Wi-Fi	1.00	\$29.00	\$29.00
Expense	03/17/2024	Reimbursable expenses: Travel - Lyft	1.00	\$116.58	\$116.58
Service	03/18/2024	Mediation	8.50	\$1,250.00	\$10,625.00
Expense	03/18/2024	Reimbursable expenses: Travel - Lyft	1.00	\$27.15	\$27.15
Expense	03/18/2024	Reimbursable expenses: Travel - Lyft	1.00	\$31.91	\$31.91
Service	03/19/2024	Mediation	9.60	\$1,250.00	\$12,000.00
Expense	03/19/2024	Reimbursable expenses: Travel - Lyft	1.00	\$32.98	\$32.98

Expense	03/19/2024	Reimbursable expenses: Travel - Lyft	1.00	\$33.02	\$33.02
Service	03/20/2024	Travel time from SFO to Chicago	5.00	\$625.00	\$3,125.00
Service	03/20/2024	Email correspondence	0.60	\$1,250.00	\$750.00
Expense	03/20/2024	Reimbursable expenses: Travel - Argonaut Hotel	1.00	\$1,421.41	\$1,421.41
Expense	03/20/2024	Reimbursable expenses: Travel - Lyft	1.00	\$59.84	\$59.84
Expense	03/20/2024	Reimbursable expenses: Travel - Top Cab	1.00	\$78.40	\$78.40
Service	03/21/2024	Teleconference; email correspondence	0.50	\$1,250.00	\$625.00
Service	03/22/2024	Teleconference w committee, email correspondence	0.60	\$1,250.00	\$750.00
Service	03/28/2024	Email correspondence	0.20	\$1,250.00	\$250.00
Service	03/29/2024	Email correspondence, telephone conference with RCBO counsel	0.70	\$1,250.00	\$875.00
Service	03/30/2024	Zoom meeting with Committee counsel	0.50	\$1,250.00	\$625.00
				Total	\$47,861.14

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
37	03/08/2024	\$35,953.42	\$29,603.42	\$6,350.00
42	03/30/2024	\$40,397.55	\$33,460.05	\$6,937.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
44	05/05/2024	\$47,861.14	\$0.00	\$47,861.14	
				Outstanding Balance	\$61,148.64
				Total Amount Outstanding	\$61,148.64

Sontchi, LLC

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Invoice # 47
Date: 05/07/2024

3500-000-CSS

In re Roman Catholic Bishop of Oakland, Case No. 23-bk-40523 in the Bankruptcy Court of the Northern District of California

Type	Date	Notes	Quantity	Rate	Total
Service	04/02/2024	Email correspondence	0.60	\$1,250.00	\$750.00
Service	04/03/2024	Teleconference; email correspondence	0.50	\$1,250.00	\$625.00
Service	04/05/2024	Zoom call w Committee	0.80	\$1,250.00	\$1,000.00
Service	04/10/2024	Email correspondence, telephone conference	0.70	\$1,250.00	\$875.00
Service	04/11/2024	Email correspondence, review of documents	0.60	\$1,250.00	\$750.00
Service	04/12/2024	Teleconferences, email correspondence; review of documents	1.40	\$1,250.00	\$1,750.00
Service	04/13/2024	Correspondence	0.50	\$1,250.00	\$625.00
Expense	04/14/2024	Reimbursable expenses: Travel - AA flight billing half of total cost	1.00	\$1,832.09	\$1,832.09
Expense	04/14/2024	Reimbursable expenses: Travel - Omni San Francisco Hotel	1.00	\$1,164.65	\$1,164.65
Service	04/14/2024	Travel time from Del to SFO	7.00	\$625.00	\$4,375.00
Service	04/14/2024	Email correspondence	0.40	\$1,250.00	\$500.00
Expense	04/14/2024	Reimbursable expenses: travel - AA wifi	1.00	\$29.00	\$29.00
Expense	04/14/2024	Reimbursable expenses: Travel - Lyft	1.00	\$102.15	\$102.15
Service	04/15/2024	Mediation	8.70	\$1,250.00	\$10,875.00
Service	04/16/2024	Mediation	7.50	\$1,250.00	\$9,375.00
Expense	04/16/2024	Reimbursable expenses: Poke Bar	1.00	\$20.07	\$20.07
Service	04/17/2024	Travel time from SFO to Chicago	7.00	\$625.00	\$4,375.00
Expense	04/17/2024	Reimbursable expenses: Travel - car service	1.00	\$70.00	\$70.00
Service	04/18/2024	Email correspondence	0.10	\$1,250.00	\$125.00
Service	04/25/2024	Email correspondence; review of stipulation;	0.50	\$1,250.00	\$625.00

Total \$40,467.96

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
37	03/08/2024	\$35,953.42	\$29,603.42	\$6,350.00
42	03/30/2024	\$40,397.55	\$33,460.05	\$6,937.50
44	05/05/2024	\$47,861.14	\$39,861.00	\$8,000.14

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
47	06/06/2024	\$40,467.96	\$0.00	\$40,467.96

Outstanding Balance \$61,755.60

Total Amount Outstanding \$61,755.60