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*Counsel for the Official Committee of Unsecured  
Creditors*

**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

**AMENDED APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING  
RETENTION OF DOUGLAS WILSON  
COMPANIES AS REAL ESTATE  
CONSULTANT TO THE OFFICIAL  
COMMITTEE OF UNSECURED  
CREDITORS**

The Official Committee of Unsecured Creditors (the “**Committee**”) of the Roman Catholic Bishop of Oakland (the “**Debtor**”) files this amended application (this “**Application**”) for entry of an order, in a form substantially similar to the order attached as **Exhibit A**, under sections 328(a) and 1103(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), authorizing



1 the Committee to retain and employ Douglas Wilson Companies (“**DWC**”) as a real estate  
2 consultant to the Committee in the above-captioned chapter 11 case (the “**Chapter 11 Case**”)  
3 pursuant to the terms of a Consulting Agreement (the “**Consulting Agreement**”), a signed copy  
4 of which is attached as **Exhibit B** to this Application. In support of this Application, the  
5 Committee submits the *Amended Declaration of Douglas P. Wilson* (the “**Wilson Declaration**”),  
6 attached as **Exhibit C**, and represents as follows:<sup>1</sup>

7 **PRELIMINARY STATEMENT**

8 1. The Debtor and the Committee (and the Insurers) are earnestly mediating (the  
9 “**Mediation**”) their disputes in an attempt to agree on the treatment of claims filed by survivors of  
10 sexual abuse (“**Survivors**”). The Committee Mediation Matters include, among other things, the  
11 negotiation of provisions of a plan of reorganization, and resolution of disputes related to  
12 distributions to holders of abuse claims and “any other issue necessary to reach an agreement on  
13 the terms of a confirmable plan of reorganization.” Mediation Order ¶ 6.

14 2. To agree on the fair and equitable treatment of claims filed by Survivors, the  
15 Committee must understand the value of the Debtor’s assets. To that end, the Committee has been  
16 conducting an investigation into the nature, scope and value of the Debtor’s assets, along with any  
17 claims and causes of action the Committee may assert to increase the size the Debtor’s estate. In  
18 furtherance thereof, the Committee has determined that it needs assistance in valuing the real  
19 property owned by the Debtor and/ or certain of its affiliates.

20 3. To that end, the Committee requests that it be permitted to retain DWC. DWC  
21 possesses extensive knowledge and expertise in the real estate industry and is well qualified to  
22 assist the Committee. DWC specializes in real estate and related advisory services. Accordingly,  
23 DWC can provide valuable assistance to the Committee and advance its goals in valuing the real  
24 estate owned by the Debtor and certain of its affiliates, which is unencumbered property that will  
25 play a critical role in ongoing mediation and plan negotiations with the Debtor.

26  
27  
28 <sup>1</sup> Terms used but not defined herein have the meanings ascribed to them in the *Order Referring Parties to Mediation, Appointing Mediators, and Granting Related Relief* [Docket No. 810] (the “**Mediation Order**”).



1 application for an order approving the employment of such professionals. Fed. R. Bankr. P.  
2 2014(a).

3 11. Official committees of unsecured creditors have been authorized to retain real estate  
4 consultants in connection with valuing property in other diocesan bankruptcy cases. *See, e.g., In*  
5 *re The Roman Catholic Diocese of Syracuse, New York*, No. 20-30663, ECF No. 541 (Bankr.  
6 N.D.N.Y. June 24, 2021) (granting committee application to retain real estate consultant); *In re*  
7 *Archbishop of Agana*, No. 19-00010, ECF No. 201 (Bankr. D. Guam June 24, 2019) (same); *In re*  
8 *Archdiocese of St. Paul and Minneapolis*, No. 15-30125, ECF No. 224 (Bankr. D. Minn. May 27,  
9 2015) (same). Likewise, official committees of unsecured creditors have been authorized to retain  
10 real estate consultants in connection with valuing property in other bankruptcy cases arising out of  
11 mass torts. *See, e.g., In re Rite Aid Corporation, et al.*, No. 23-18993, ECF No. 3031 (Bankr.  
12 D.N.J. April 23, 2024). Diocesan debtors themselves have recognized the importance of valuing  
13 their real estate by seeking, and receiving, authority to retain real estate consultants in connection  
14 with valuing property in other diocesan bankruptcy cases. *See, e.g., In re Diocese of Buffalo, N.Y.*,  
15 No. 20-10322, ECF No. 2356 (Bankr. W.D.N.Y. June 5, 2023) (authorizing Debtor to retain real  
16 estate consultant); *In re Norwich Roman Catholic Diocesan Corp.*, No. 21-20687, ECF No. 483  
17 (Bankr. D. Conn. Feb. 1, 2022) (same); *In re The Roman Catholic Diocese of Rockville Centre,*  
18 *New York*, No. 20-12345, ECF No. 944 (Bankr. S.D.N.Y. Jan. 4, 2022) (same).

### 19 SERVICES OF DWC

20 12. After careful and diligent inquiry into the qualifications and connections of DWC,  
21 the Committee has selected DWC to serve as real estate consultant to provide the Committee with  
22 an estimate of the value of the Properties. Such estimate will allow settlement negotiations to  
23 continue in earnest among the Committee and the Debtor.

24 13. As set forth in more detail in the Consulting Agreement, DWC will provide the  
25 Committee with the following services (the “Services”):

26 (a) For each Property that is improved:

27 (i) an estimate of the value of each Property as if it were listed  
28 for sale with the assumption that existing improvements  
would be demolished, and that such Property would be

1 developed for its highest and best use based on current  
zoning; and

2 (ii) an estimate of the value of each Property as if it were listed  
3 for sale in “as-is, where-is” condition, with the assumption  
that the buyer would use the existing improvements.

4 (b) For each Property that is vacant land:

5 (i) an estimate of the value of each Property as if it were listed  
6 for sale in “as-is, where-is” condition, with the assumption  
that the buyer would not upzone the Property; and

7 (ii) an estimate of the value of each Property as if it were listed  
8 for sale with the assumption that it would be re-zoned by the  
9 buyer for its highest and best use, subject to certain  
10 constraints, (including local laws and regulations), as set  
11 forth in more detail in the Consulting Agreement. In  
connection with this service, DWC will provide  
recommendations on how to structure land deals to yield the  
highest value, and how best to take the Property to market.

12 (c) For the 122-acre vacant lot in Livermore, California (the  
“**Livermore Lot**”):

13 (i) DWC will utilize its relationships in the Livermore area and  
14 conduct a thorough analysis of, among other things and as  
set forth in more detail in the Consulting Agreement: current  
15 and planned zoning regulations in Livermore; current zoning  
of parcels adjacent to the Livermore Lot; the processes,  
16 timelines and costs associated with rezoning in Livermore;  
the history of approved and rejected requests for rezoning in  
Livermore.

17 (ii) In connection with the foregoing, DWC will provide a  
18 Broker Opinion of Value for three scenarios: as is, where is;  
19 rezoned for highest and best use; and rezone after a full  
entitlement.

20 (iii) DWC will summarize various deal structures to be used to  
21 negotiate and facilitate the sale of the Livermore Lot.

22 (d) Provide any other work necessary to deliver on the Services.

23 14. The Committee requested that DWC begin work in this Chapter 11 Case  
24 immediately upon execution of the Consulting Agreement. Accordingly, the Committee seeks  
25 approval of DWC’s retention effective as of August 5, 2024, the date of the execution of the  
26 Consulting Agreement. If the Consulting Agreement is not approved by the Court within twenty-  
27 one days of its effective date, DWC may terminate the Consulting Agreement.

28



1 *Compensation and Reimbursement of Expenses of Professionals* [Docket No. 170] (“**Interim**  
2 **Compensation Order**”). The DWC Compensation is based on the sophistication and experience  
3 of each DWC professional expected to contribute to the Services, and the size and complexity of  
4 the Services.

5 21. The Consulting Agreement provides that DWC may engage certain independent  
6 third-party consultants to assist with the Services, with reimbursement of such amounts also  
7 subject to approval by the Court or otherwise in accordance with the Interim Compensation Order.

8 22. Under the Consulting Agreement, the DWC Compensation must be paid in three  
9 installments, with the first 50% of the DWC Compensation and 100% of the Consultant Reserve  
10 Amount in the amount of \$30,000 to be paid within five days of entry of an order by the Court  
11 authorizing entry into the Consultant Agreement. A second instalment of 25% of the DWC  
12 Compensation must be paid within five days of the issuance of a 60-day progress report, and the  
13 remaining 25% shall be paid within five days of the issuance of DWC’s final report in connection  
14 with the Services.

15 23. While DWC has agreed to the DWC Compensation on a flat fee basis, DWC’s  
16 typical hourly rates are:

- 17 • Douglas Wilson Deposition & Testimony: \$650
- 18 • Douglas Wilson as Project Lead: \$575
- 19 • Executive Leadership: \$450
- 20 • Managing Director: \$425
- 21 • Forensic Accounting & Controller: \$375
- 22 • Director: \$350
- 23 • Staff Accounting: \$275
- 24 • Administrative Support: \$175

25 24. As shown in the Wilson Declaration, DWC acknowledges that the payment of any  
26 compensation or reimbursement under the Consulting Agreement is subject to this Court’s  
27 approval and compliance with the Interim Compensation Order, and is subject to the standard of  
28 review set forth in section 328(a) of the Bankruptcy Code.

1 **ADDITIONAL TERMS**

2 25. The Consulting Agreement and proposed order granting same provide for the  
3 indemnification of DWC (but not any third party consultants) for claims, losses, damages,  
4 liabilities and expenses arising in connection with the Services completed by DWC, except for any  
5 claims related to gross negligence or wrongful or intentional acts or omissions committed by DWC  
6 (the "**Indemnification Provision**"). The procedures in the proposed order for asserting a claim  
7 under the Indemnification Provision are consistent with the procedures approved by the order  
8 approving the retention of Kurtzman Carson Consultants LLC in the Chapter 11 Case [Docket No.  
9 40].

10 26. In connection with the Indemnification Provision, the Consulting Agreement also  
11 provides that, in the event a claim against DWC arises and is asserted in relation to any gross  
12 negligence or wrongful or intentional acts or omissions by DWC, damages for such claim would  
13 be uncertain and difficult—if not impossible—to accurately estimate. Accordingly, the Consulting  
14 Agreement provides that any such claim, if sustained by a court of competent jurisdiction, shall be  
15 equal to \$130,000 (the "**Liquidated Damages Provision**").

16 27. The Indemnification Provision and Liquidated Damages Provision were each  
17 heavily negotiated and are the result of extensive arm's-length negotiations between DWC and the  
18 Committee. DWC would not agree to provide its Services without the Indemnification Provision  
19 and Liquidated Damages Provision.

20 **STATEMENT OF DISINTERESTEDNESS**

21 28. DWC does not hold or assert a prepetition claim against the Debtor and is not  
22 otherwise a creditor of the Debtor. Upon information and belief, neither DWC nor any of its  
23 professionals or paraprofessionals represent any interest that is adverse to the Debtor, its estate, its  
24 creditors, and the Committee in the matters on which DWC is to be engaged. To the best of the  
25 Committee's and DWC's knowledge, DWC has no prior connection with the Debtor, its creditors  
26 or any other party-in-interest or their respective attorneys or accountants in the matters on which  
27 it is to be engaged that would in any way inhibit or disqualify it from representing the Committee.  
28 DWC has assessed and agrees to continue to assess all of its client relationships to ensure that it

1 is, and remains, disinterested. In addition, DWC will disclose on an ongoing basis any relationship  
2 that may reflect upon its disinterestedness.

3 29. In accordance with Bankruptcy Rule 2016(a), DWC has not shared, or agreed to  
4 share, any compensation received in connection with the Chapter 11 Case with any other entity,  
5 and should DWC use the Consultant Reserve Amount, it shall be subject to the Court's approval  
6 or the Interim Compensation Order.

7 **NOTICE**

8 30. Notice of this Application will be provided to (i) the Office of the United States  
9 Trustee for Region 17 (Attn: Jason Blumberg, Esq.); (ii) the Debtor; and (iii) those persons who  
10 have formally appeared in this Chapter 11 Case and requested service under Bankruptcy Rule  
11 2002.

12 31. The Committee submits that no further notice is required. No previous request for  
13 the relief sought herein has been made to this or any other Court.

14 **WHEREFORE**, the Committee requests that the Court approve DWC's employment  
15 under the terms specified herein.

16 Dated: August 12, 2024

**The Official Committee of Unsecured Creditors of  
The Roman Catholic Bishop of Oakland**

18 By: \_\_\_\_\_

19 Steve Woodall, solely in his capacity as the  
20 Chairperson of the Official Committee of  
21 Unsecured Creditors and not in his personal  
22 capacity

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2 that may reflect upon its disinterestedness.

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6 or the Interim Compensation Order.

7 **NOTICE**

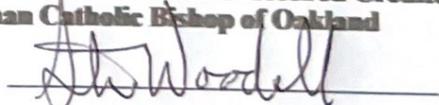
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20 Chairperson of the Official Committee of  
21 Unsecured Creditors and not in his personal  
22 capacity  
23  
24  
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27  
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**Exhibit A**

Proposed Order

1 **LOWENSTEIN SANDLER LLP**

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12 *Counsel for the Official Committee of Unsecured*  
13 *Creditors*

14 **UNITED STATES BANKRUPTCY COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16 **OAKLAND DIVISION**

17 Case No. 23-40523 WJL

18 *In re:*

Chapter 11

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

21 Debtor.

**[PROPOSED] ORDER AUTHORIZING  
RETENTION OF DOUGLAS WILSON  
COMPANIES AS REAL ESTATE  
CONSULTANT TO THE OFFICIAL  
COMMITTEE OF UNSECURED  
CREDITORS**

24 Upon consideration of the *Amended Application for Entry of an Order Authorizing*  
25 *Retention of Douglas Wilson Companies as Real Estate Consultant to the Official Committee of*  
26 *Unsecured Creditors* (the "**Application**")<sup>1</sup> through which the Official Committee of Unsecured  
27 Creditors (the "**Committee**") of the Roman Catholic Bishop of Oakland (the "**Debtor**") seeks  
28

<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Application.

1 entry of an order, pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the  
2 **“Bankruptcy Code”**) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure,  
3 authorizing the Committee to retain and employ Douglas Wilson Companies (**“DWC”**) as a real  
4 estate consultant to the Committee; and this Court having reviewed the Application and the  
5 *Amended Declaration of Douglas P. Wilson in Support of the Application for Entry of an Order*  
6 *Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant for the Official*  
7 *Committee of Unsecured Creditors* (the **“Wilson Declaration”**); and the Court having jurisdiction  
8 pursuant to sections 157(a) and (b) and 1334(b) of the Bankruptcy Code to consider the  
9 Application and the relief requested therein; and venue being proper in this Court pursuant to  
10 sections 1408 and 1409 of title 28 of the United States Code; and the Court being satisfied that  
11 notice of the Application and the opportunity for a hearing on the Application was appropriate  
12 under the particular circumstances and no further or other notice need be given; and the Court  
13 being satisfied, based on the representations made in the Application and the Wilson Declaration,  
14 that DWC does not represent or hold any interest adverse to the Debtor or its estate as to the matters  
15 upon which DWC have been and are to be employed, and that DWC is a “disinterested person[s]”  
16 as such term is defined in section 101(14) of the Bankruptcy Code; and that while employed by  
17 the Committee, DWC will not represent any other person or entity having an adverse interest in  
18 connection with the Chapter 11 Case; and this Court having determined that the legal and factual  
19 bases set forth in the Application and the Wilson Declaration establish just cause for the relief  
20 granted herein; and after due deliberation and sufficient cause appearing therefor,

21 **IT IS HEREBY ORDERED THAT:**

- 22 1. The Application is **GRANTED**.
- 23 2. The terms of the Consulting Agreement are approved in all respects, as modified  
24 by this Order, and subject to further amendments, as applicable.
- 25 3. DWC is hereby appointed as real estate consultant to the Committee effective as of  
26 August 5, 2024 pursuant to the Consulting Agreement, and its compensation is to be fixed and  
27 paid as set forth in the Application and the Consulting Agreement.

1           4.       Payment of all fees are subject to the approval of the Court and DWC shall submit  
2 all fee applications in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy  
3 Procedure, Local Rules, and the Interim Compensation Order. For all services provided by DWC  
4 on a flat advisory fee basis, DWC shall be subject solely to the standard of review provided for in  
5 section 328(a) of the Bankruptcy Code.

6           5.       DWC may engage certain independent third-party consultants (“**Consultants**”) to  
7 assist with the Project. The Debtor shall pay DWC Thirty Thousand Dollars (\$30,000) for the  
8 estimated fees required to be paid to such consultants in the manner set forth below (the  
9 “**Consultant Fee Reserve Amount**”). DWC shall (i) to the extent that it uses the services of  
10 Consultants in this case, pass through the costs of Consultants to the Debtor at the same rate that  
11 DWC pays the Consultants; (ii) seek reimbursement for actual costs only; and (iii) ensure that the  
12 Consultants are subject to the same conflict checks and compensation procedures as required for  
13 DWC. In connection therewith, DWC shall prepare, and the Committee shall file with the  
14 Bankruptcy Court, any such disclosures as required by Bankruptcy Rule 2014. If, at the conclusion  
15 of the Term or the termination of the Consulting Agreement, the Consultant Fee Reserve Amount  
16 has not been exhausted, the balance of such Consultant Fee Reserve Amount shall be repaid to the  
17 Debtor. If the fees to be paid to Consultants exceed the Consultant Fee Reserve Amount, DWC  
18 will shall invoice the Committee monthly for reimbursement of any such costs and each such  
19 invoice shall be paid upon approval of the Bankruptcy Court or as otherwise permitted by the  
20 *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of*  
21 *Professionals; provided, however,* that DWC may not incur any expenses arising out of its  
22 engagement of Consultants in excess of the Consultant Fee Reserve Amount without the prior  
23 written approval of the Committee.

24           6.       The Debtor shall pay DWC (i) \$95,000 (representing 50% of the DWC  
25 Compensation and entire amount of the Consultant Fee Reserve Amount) within 5 days of entry  
26 of this Order, (ii) \$32,500 (representing 25% of the DWC Compensation) within 5 days of the  
27 Committee providing notice to the Debtor that it has received a 60-day Project status report by  
28

1 DWC, and (iii) \$32,500 (representing the final 25% of the DWC Compensation) within 5 days of  
2 the Committee providing notice to the Debtor that it has received the final Project report by DWC.

3 7. If requested by the Committee and agreed to by DWC, in its sole and absolute  
4 discretion, DWC is authorized to provide Litigation Support Services (as defined in the  
5 Application). Litigation Support Services shall be billed at the schedule of hourly rates for 2024  
6 shown on Exhibit B attached to the Application. DWC may modify its hourly rates on ten days  
7 written notice to the Committee, the Debtor and the U.S. Trustee. DWC shall bill its time in 6-  
8 minute increments and invoices for DWC's hourly fees shall provide a description of the services  
9 rendered by each professional as well as the time expended in providing each service (rounded in  
10 increments to the nearest tenth of an hour.

11 8. Notwithstanding anything herein to the contrary, the U.S. Trustee retains all rights  
12 to respond or object to DWC's interim and final applications for compensation and reimbursement  
13 of out-of-pocket expenses on any grounds, including the reasonableness standard under section  
14 330 of the Bankruptcy Code, and the Court retains jurisdiction to consider the U.S. Trustee's  
15 response or objection to DWC's interim and final fee pursuant to section 330 of the Bankruptcy  
16 Code.

17 9. Notwithstanding anything to the contrary in the Consulting Agreement, the Court  
18 shall have exclusive jurisdiction over DWC's engagement during pendency of the Chapter 11  
19 Case. Any binding or mandatory arbitration provisions, or provisions mandating the payment of  
20 attorney's fees for enforcement and/or interpretation of the Consulting Agreement, shall not apply  
21 during the Chapter 11 Case.

22 10. The Debtor shall indemnify DWC under the terms of the Consulting Agreement.

23 11. All requests by DWC for the payment of an indemnity claim as set forth in the  
24 Consulting Agreement shall be made by means of an application to the Court and shall be subject  
25 to review by the Court to ensure that payment of such indemnity conforms to the terms of the  
26 Consulting Agreement, and is reasonable under the circumstances of the litigation or settlement in  
27 respect of which indemnity is sought, *provided however*, that in no event shall DWC be  
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**COURT SERVICE LIST**

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All ECF Parties

# EXHIBIT B

## AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this “*Agreement*”) is entered into as of August 12, 2024, by and between The Official Committee of Unsecured Creditors of The Roman Catholic Bishop of Oakland, a corporation sole (“*Client*”) and Douglas Wilson Companies, a California corporation (“*DWC*”). This Agreement amends and restates the Consulting Agreement entered into by Client and DWC on August 5, 2024,

### 1. DWC’S ENGAGEMENT AND SERVICES.

1.1 Services and Documentation. Client hereby retains DWC to provide, and DWC agrees to provide, the services described in attached Exhibit A (the “*Services*”) in connection with providing a valuation of the real property and improvements (if any) identified on attached Schedule A-1 (the “*Project*”). Client understands that the valuations, reports, and other information to be provided by DWC (collectively, “*Documentation*”) are provided for information purposes only and that Client and other parties to which Client delivers such Documentation, are not entitled to, nor should they, rely on such Documentation or the valuations, reports, or information contained therein.

1.2 Term. The term of DWC’s engagement commenced on August 5, 2024 (the “*Effective Date*”) and shall continue until the earlier of (i) termination by either party on at least 10 days’ written notice to the other, or (ii) completion of the Services by DWC (the “*Term*”).

1.3 Bankruptcy Court Matters. Client shall promptly file an amended application with the United States Bankruptcy Court for the Northern District of California (the “*Bankruptcy Court*”) for, and will use its best efforts to obtain, an order approving this Agreement effective as of the Effective Date. With respect to the application and order:

- (i) DWC acknowledges that this Agreement in its entirety will be attached to and made a part of Client’s application to the Bankruptcy Court and will be referenced to in the order.
- (ii) The application shall seek an order authorizing the employment of DWC as of the date of this Agreement, as a professional person pursuant to Sections 328 and 1103 of the Bankruptcy Code (with compensation subject to the standard of review of Section 328(a) of the Bankruptcy Code).
- (iii) If the Bankruptcy Court does not enter an order authorizing the employment of DWC as of the Effective Date of this Agreement reasonably acceptable to DWC, DWC shall have no further obligations under the terms of this Agreement.
- (iv) If Client is unable to obtain such order from the Bankruptcy Court within twenty-one (21) days after the Effective Date, DWC shall have the right to terminate this Agreement without any obligations or liability under this Agreement.

## **2. CLIENT'S RESPONSIBILITIES.**

Client shall have the following responsibilities in connection with the services to be provided by DWC; *provided, however*, DWC acknowledges and agrees that Client does not have possession, custody or control of most, if not all, of the information relevant to the Project.

2.1 Client shall provide full information regarding the Project to DWC that is in Client's possession or control.

2.2 Client shall designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly.

## **3. COMPENSATION AND REIMBURSABLE COSTS.**

3.1 DWC Compensation. As compensation for the Services rendered for the Project under this Agreement by DWC, pursuant to the Bankruptcy Court order, the Roman Catholic Bishop of Oakland, a corporation sole (the "**Debtor**") shall pay DWC One Hundred Thirty Thousand Dollars (\$130,000) (the "**DWC Compensation**") in the manner set forth in Paragraph 3.4 below.

DWC acknowledges that its fees and expenses are subject to Bankruptcy Court approval. DWC's fees shall be payable solely by the Debtor and under no circumstances shall Client, its members, its counsel, or other advisors, be responsible for payment of DWC's fees and expenses, other than the obligation to seek prompt Bankruptcy Court approval of payment of such fees and expenses.

3.2 Consultant Fees. DWC may engage certain independent third-party consultants ("**Consultants**") to assist with the Project. The Debtor shall pay DWC Thirty Thousand Dollars (\$30,000) for the estimated fees required to be paid to such consultants in the manner set forth in Paragraph 3.4 below (the "**Consultant Fee Reserve Amount**"). DWC shall (i) to the extent that it uses the services of Consultants in this case, pass through the costs of Consultants to the Debtor at the same rate that DWC pays the Consultants; (ii) seek reimbursement for actual costs only; and (iii) ensure that the Consultants are subject to the same conflict checks and compensation procedures as required for DWC. In connection therewith, DWC shall prepare, and Client shall file with the Bankruptcy Court, any such disclosures as required by Bankruptcy Rule 2014. If, at the conclusion of the Term or the termination of this Agreement, the Consultant Fee Reserve Amount has not been exhausted, the balance of such Consultant Fee Reserve Amount shall be repaid to the Debtor. If the fees to be paid to Consultants exceed the Consultant Fee Reserve Amount, DWC will invoice Client monthly for reimbursement of any such costs and each such invoice shall be paid upon approval of the Bankruptcy Court or as otherwise permitted by the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*; *provided, however*, that DWC may not incur any expenses arising out of its engagement of Consultants in excess of the Consultant Fee Reserve Amount without the prior written approval of Client.

3.3 Reimbursement of Project Costs. The Debtor shall also reimburse DWC for any direct and reasonable Project costs advanced by DWC ("**Project Costs**"). DWC shall invoice Client

monthly for reimbursement of any such Project Costs and each such invoice shall be paid upon approval of the Bankruptcy Court or as otherwise permitted by the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*.

3.4 Payment Terms for Compensation. The Debtor shall pay DWC (i) 50% of the DWC Compensation and entire amount of the Consultant Fee Reserve Amount within 5 days of entry of an order by the Bankruptcy Court authorizing Client to enter into this Agreement, (ii) 25% of the DWC Compensation within 5 days of the issuance of a 60-day Project status report by DWC, and (iii) the final 25% of the DWC Compensation within 5 days of the issuance of the final Project report by DWC.

3.5 Additional Services. In addition to the Services, DWC may, if requested by Client and agreed to by DWC in its sole and absolute discretion, provide advisory services and/or litigation support services (including as consulting experts, and, possibly, as testifying experts). Such services are in addition to the work described in the Scope of Work section below. Litigation Support Services (further described below) shall be billed at the schedule of hourly rates for 2024 shown on attached **Exhibit B**.

Hourly fees shall be billed in 6-minute increments. Actual rates are contingent on who renders a specific service. Invoices for DWC's hourly fees shall provide a description of the services rendered by each professional as well as the time expended in providing each service (rounded in increments to the nearest tenth of an hour).

***“Litigation Support Services”*** means reviews of opposing experts' reports and testimony, preparation of expert reports, forensic real property investigations, document reviews, assistance in preparing cross examination, DWC's own file review and preparation for deposition and/or trial testimony, actual testimony, and any other related services.

#### **4. INDEPENDENT CONTRACTOR.**

DWC is an independent contractor of Client and shall not perform any Services under this Agreement as an employee or agent of Client. Client shall have no right to control or direct the method, details or means by which DWC performs the Services required under this Agreement. DWC shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client. DWC assumes full responsibility for the payment of all taxes pertaining to compensation paid under this Agreement.

#### **5. INDEMNITY AND LIABILITY.**

5.1 Indemnification of DWC. Subject to certain procedures to assert an indemnification claim set forth in the order approving this Agreement, the Debtor shall indemnify, defend, and hold DWC and its agents, employees, representatives, officers, directors, shareholder, and affiliates (collectively, the ***“DWC Parties”***) harmless from and against all claims, losses, damages, liabilities and expenses, including without limitation, reasonable attorney's fees (***“Claims”***) arising in connection with the Services and/or Project, to the fullest extent permitted by law, except Claims caused solely by the grossly negligent or wrongful and intentional acts or omissions of the DWC

Parties. Debtor's duty to indemnify, defend and hold harmless the DWC Parties shall extend to all Claims arising either during or after the Term. Additionally, Client acknowledges and agrees that DWC Parties does not include any independent third-party consultants, or their representatives or employees, engaged to assist with the Project and DWC shall have no liability related to the services provided by same.

5.2 Indemnification by DWC and Liquidated Damages. DWC shall indemnify and hold Client and its agents and affiliates harmless from and against all Claims arising in connection with the Project and caused solely by the grossly negligent or wrongful and intentional acts or omissions of the DWC Parties. DWC and Client agree that in the event Client holds a Claim against DWC arising out of its gross negligence or wrongful and intentional acts or omissions, Client's damages would be uncertain and difficult (if not impossible) to accurately estimate. Accordingly, DWC and Client agree that any such Claim, if sustained by a court of competent jurisdiction, shall equal One Hundred Thirty Thousand Dollars (\$130,000.00), which is intended by the parties to be, and shall be deemed, liquidated damages.

## 6. TERMINATION.

If (i) Client fails to perform any of Client's material obligations under this Agreement, and such failure is not cured by Client to DWC's reasonable satisfaction within 10 days after Client receives written notice from DWC specifying the breach and the steps to be taken by Client to cure such breach, or (ii) compensation due to DWC is not paid pursuant to the terms of this Agreement, Client shall be default under this Agreement. Upon such default, DWC shall be entitled to retain any portion of the DWC Compensation paid to date, the right to assert that the balance of the DWC Compensation is due and payable and the right to terminate this Agreement.

## 7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered or given by electronic mail with no evidence of a failure to send or be delivered, or (ii) one business day after delivery by overnight courier to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

7.2 Amendment and Waiver. This Agreement may be amended only by a written agreement signed by all parties to this Agreement, which amendment must be approved by the Bankruptcy Court if it materially changes the parties rights and obligations under this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns.

7.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a binding Agreement.

7.5 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.6 Jurisdiction. The Bankruptcy Court has and shall retain core jurisdiction to hear and determine all matters arising from the implementation of this Agreement.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

<p><i>CLIENT:</i></p> <p>The Official Committee of Unsecured Creditors of The Roman Catholic Bishop of Oakland, a corporation sole</p> <p>By: _____ Name: _____ Title: _____ Telephone No.: _____ Email: _____</p>	<p><i>DWC:</i></p> <p>Douglas Wilson Companies, a California corporation</p> <p>By:  Name: <u>Douglas Wilson</u> Title: <u>CEO/Chairman</u></p> <p>1620 Fifth Avenue, Suite 400 San Diego, California 92101 Telephone No.: (619) 641-1141 Email: <u>dwilson@dougwilson.com</u></p>
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7.7 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

<b>CLIENT:</b>  <b>The Official Committee of Unsecured Creditors of The Roman Catholic Bishop of Oakland, a corporation sole</b>  By: <u>Steven Woodall</u> Name: <u>Steven Woodall</u> Title: <u>Chairman</u> Telephone No.: <u>908 399 0766</u> Email: <u>swoodall@gmail.com</u>	<b>DWC:</b>  <b>Douglas Wilson Companies, a California corporation</b>  By: _____ Name: _____ Title: _____  <b>1620 Fifth Avenue, Suite 400 San Diego, California 92101 Telephone No.: (619) 641-1141 Email: _____</b>
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## EXHIBIT A

### Services

#### **Scope of Work:**

DWC understands that the goal of scope of work is to estimate the value of all of the real estate identified on Schedule A-1 attached hereto. DWC has taken careful consideration of the most efficient and effective way to value these properties and will utilize the following structure resulting in two valuations for each of the properties.

#### **Improved Properties – 2 Valuations:**

##### Valuation 1:

- The property is listed for sale with the assumption that the buyer will demolish any existing improvements and develop the property for its “highest and best use” based off current zoning.

##### Valuation 2:

- The property is listed for sale under an “as-is, where-is” condition, with the assumption that the buyer will use the existing improvements.

#### **Vacant Land, only:**

##### Valuation 1:

- The property is listed for sale under an “as-is, where-is” condition, with the assumption that the buyer will not upzone the property and use the property under its current zoning.

##### Valuation 2:

- The property is listed for sale anticipating a re-zone of the project to highest and best use but under the assumption that the re-zoning is limited to the constraints of the existing community context and complies with standard re-zoning approval processes within the City’s Development Code.
- If applicable, DWC will summarize the re-zoning and entitlement process including timelines, constraints and opportunities.
- DWC will provide recommendations on how to structure land deals to yield the highest value and how best to take the asset to market.

## **Livermore – Vacant 122 Acres:**

Utilizing our relationships in the Livermore area, DWC will facilitate the following:

- Review current zoning and City's long-term General Plan and update drafts (the City is currently undergoing a General Plan Update as theirs expires in 2025)
- Review the 2023 – 2031 Housing Element
- Review zoning of adjacent parcels
  - What housing density is allowed
  - What is currently built
- Identify the City processes, approvals, costs and timelines, involved in rezoning
  - Develop a check list and schedule
  - Develop a budget for rezoning & entitlement
- Identify resources within the area that have experience rezoning sites within the City of Livermore, for additional intelligence on the City's appetite for:
  - Rezoning
  - Additional housing
  - Needed open space
  - City amenities
- Understand historically what the City has approved and/ or disapproved of in terms of rezoning
  - Reasons for not approving
  - Obstacles and/ or interested parties that may object to a rezone
  - Lawsuits filed in other rezoning projects
- Obtain Broker Opinion of Value's based on the above information for three scenarios:
  - As Is, Where Is
  - Rezoned for highest and best use
  - Rezoned after a full entitlement
- Summarize various deal structures that can be utilized to negotiate and facilitate the sale of the parcel

As part of the valuation process, DWC team members will:

- Review the properties for their current zoning

- Review selected properties for potential rezoning
- Travel to specific properties, as needed, for valuation purposes
- Confer with City Planning Departments for applicable processes regarding re-zoning opportunities
- Work with brokers and/ or appraisers on an as needed basis
- Identify land and asset type sales comparables

**Deliverable**

- A final written report summarizing the above valuation findings, together with proposed vacant land deal structures, recommendations and all supporting documents.
- A draft report will be finalized and issued within 60 days of the Effective Date. A final report will be finalized and issued within 90 days of the of the Effective Date.

**Additional Services**

If Client desires to add any other services not specifically addresses herein the terms and fees must be mutually agreed upon and be approved by the Bankruptcy Court.

Schedule A-1  
Properties for Valuation  
(attached)

**Schedule A-1**

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
1	Adventus	Adventus Corp (Livermore Property)	902-8-1	3658 Las Colinas Rd	Livermore	Alameda	CA	94551
2	Adventus	All Saints Church	427-21-38	22841 High St	Hayward	Alameda	CA	94541
3	Roman Catholic Bishop Of Oakland	All Saints Church	427-21-31	22824 2nd St	Hayward	Alameda	CA	94541
4	Roman Catholic Bishop Of Oakland	All Saints Church	427-21-55	22824 2nd St	Hayward	Alameda	CA	94541
5	Roman Catholic Bishop Of Oakland	All Saints - Mt St Joseph Cemetery	445-30-1-2	Walpert St	Hayward	Alameda	CA	94541
6	Roman Catholic Bishop Of Oakland	All Saints - Mt St Joseph Cemetery	445-30-601-2	Walpert St	Hayward	Alameda	CA	94541
7	Roman Catholic Bishop Of Oakland	Carmel Of Jesus, Mary & Joseph (Monastery)	572-222-023	68 Rincon Rd	Kensington	Contra Costa	CA	94707
8	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	946-2550-14-8	3999 Bernal Ave	Pleasanton	Alameda	CA	94566
9	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	946-2550-6	844 Bonita Ave	Pleasanton	Alameda	CA	94566
10	Roman Catholic Welfare Corporation Of Oakland	Catholic Community Of Pleasanton - St Augustine	946-2550-14-1	3999 Bernal Ave	Pleasanton	Alameda	CA	94566
11	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	948-4-4	5750 Sunol Blvd	Pleasanton	Alameda	CA	94566
12	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	948-4-604	Pleasanton Sunol Rd	Pleasanton	Alameda	CA	94566
13	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Elizabeth Seton	946-4550-17-4	Oakland Ave	Pleasanton	Alameda	CA	94566
14	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Elizabeth Seton	946-4550-3-3	4001 Stoneridge Dr	Pleasanton	Alameda	CA	94588
15	Roman Catholic Bishop Of Oakland	Christ The King Church	149-010-036	Gregory Ln	Pleasant Hill	Contra Costa	CA	94523
16	Roman Catholic Bishop Of Oakland	Christ The King Church	149-010-081	596 Gregory Ln	Pleasant Hill	Contra Costa	CA	94523
17	Roman Catholic Bishop Of Oakland	Christ The King Church	149-010-082	Grayson Rd	Pleasant Hill	Contra Costa	CA	94523
18	Roman Catholic Welfare Corporation Of Oakland	Church Of Santa Maria	260-200-001	40 Santa Maria Way	Orinda	Contra Costa	CA	94563
19	Roman Catholic Bishop Of Oakland	Church Of The Assumption	77e-1565-1-11	Fulton Ave	San Leandro	Alameda	CA	94578
20	Roman Catholic Bishop Of Oakland	Church Of The Good Shepherd	088-121-020	3200 Harbor St	Pittsburg	Contra Costa	CA	94565
21	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Fremont	507-305-20-1	37981 2nd St	Fremont	Alameda	CA	94536
22	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Fremont	507-315-17-1	3rd St	Fremont	Alameda	CA	94536
23	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Piedmont	51-4812-11-9	322 Saint James Dr	Piedmont	Alameda	CA	94611
24	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Piedmont	51-4812-12-6	322 Saint James Dr	Piedmont	Alameda	CA	94611
25	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Lawrence O'Toole Church	30-1935-15-1	3725 High St	Oakland	Alameda	CA	94619
26	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Lawrence O'Toole Church	30-1935-17-2	3701 High St	Oakland	Alameda	CA	94619
27	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Paschal Baylon Church	43a-4675-5-25	3700 Dorisa Ave	Oakland	Alameda	CA	94605
28	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Paschal Baylon Church	43a-4675-5-27	3700 Dorisa Ave	Oakland	Alameda	CA	94605
29	Roman Catholic Welfare Corporation Of Oakland	Divine Mercy Parish - St Paschal Baylon Church	43a-4675-5-21	3710 Dorisa Ave	Oakland	Alameda	CA	94605
30	Roman Catholic Bishop Of Oakland	Holy Spirit - Fremont	501-1470-18-2	3852 Parish Ave	Fremont	Alameda	CA	94536
31	Roman Catholic Welfare Corporation Of Oakland	Holy Spirit - Fremont	501-1470-27-2	37622 Fremont Blvd	Fremont	Alameda	CA	94536
32	Roman Catholic Bishop Of Oakland	Holy Spirit - Fremont	501-814-672	Central Ave	Fremont	Alameda	CA	94536
33	Roman Catholic Bishop Of Oakland	Holy Spirit - Fremont	501-814-72	Central Ave	Fremont	Alameda	CA	94536
34	Roman Catholic Bishop Of Oakland	Immaculate Heart Of Mary Church	017-050-033	500 Fairview Ave	Brentwood	Contra Costa	CA	94513
35	Roman Catholic Bishop Of Oakland	Immaculate Heart Of Mary Church	017-600-011	1361 Stonehaven Dr	Brentwood	Contra Costa	CA	94513
36	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-075-003	10 E 13th St	Antioch	Contra Costa	CA	94509
37	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-075-004	14 E 13th St	Antioch	Contra Costa	CA	94509
38	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-075-005	18 E 13th St	Antioch	Contra Costa	CA	94509
39	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-181-014	1403 A St	Antioch	Contra Costa	CA	94509
40	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-181-018	1313 A St	Antioch	Contra Costa	CA	94509
41	Roman Catholic Bishop Of Oakland	Our Lady Of Good Counsel	80g-924-6-2	2500 Bermuda Ave	San Leandro	Alameda	CA	94577
42	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-13-4	19710 Anita Ave	Castro Valley	Alameda	CA	94546
43	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-14-3	3425 Somerset Ave	Castro Valley	Alameda	CA	94546
44	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-15-1	3433 Somerset Ave	Castro Valley	Alameda	CA	94546
45	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-16-1	3433 Somerset Ave	Castro Valley	Alameda	CA	94546
46	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-7-3	19840 Anita Ave	Castro Valley	Alameda	CA	94546
47	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84A-116-7-1	3433 Somerset Avenue	Castro Valley	Alameda	CA	94546
48	Roman Catholic Bishop Of Oakland	Our Lady Of Guadalupe Church (SP)	525-1252-11-3	4358 Bora Bora Ave	Fremont	Alameda	CA	94538
49	Roman Catholic Bishop Of Oakland	Our Lady Of Guadalupe Church (SP)	525-1252-12	4358 Bora Bora Ave	Fremont	Alameda	CA	94538
50	Roman Catholic Welfare Corporation Of Oakland	Our Lady Of Guadalupe Rectory	525-802-70	3635 Saint Leonards Way	Fremont	Alameda	CA	94538
51	Roman Catholic Welfare Corporation Of Oakland	Our Lady Of Guadalupe	525-802-33-3	Fremont Blvd	Fremont	Alameda	CA	94538
52	Roman Catholic Bishop Of Oakland	Our Lady Of Lourdes Church	23-419-24-2	2808 Lakeshore Ave	Oakland	Alameda	CA	94610
53	Roman Catholic Welfare Corporation Of Oakland	Our Lady Of Lourdes Church	23-415-1	Lake Shore Ave	Oakland	Alameda	CA	94608
54	Roman Catholic Welfare Corporation Of Oakland	Our Lady Of Lourdes Church	23-419-1-2	2956 Lakeshore Ave	Oakland	Alameda	CA	94610
55	Roman Catholic Welfare Corporation Of Oakland	Our Lady Of Lourdes Church	23-419-24-3	2800 Lakeshore Ave	Oakland	Alameda	CA	94610
56	Roman Catholic Bishop Of Oakland	Our Lady Of Mercy Church	558-163-005	301 W Richmond Ave	Richmond	Contra Costa	CA	94801
57	Roman Catholic Bishop Of Oakland	Our Lady Of Mercy Church	558-163-006	311 E Richmond Ave	Richmond	Contra Costa	CA	94801

**Schedule A-1**

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
58	Roman Catholic Bishop Of Oakland	Our Lady Of Mercy Church	558-164-001	Richmond Ave	Richmond	Contra Costa	CA	94801
59	Roman Catholic Bishop Of Oakland	Our Lady Of The Rosary Church	486-15-52-2	703 C St	Union City	Alameda	CA	94587
60	Roman Catholic Welfare Corporation Of Oakland	Our Lady Of The Rosary Church	486-15-52-1	33225 6th St	Union City	Alameda	CA	94587
61	Roman Catholic Bishop Of Oakland	Our Lady Queen Of The World	093-203-022	3155 Winterbrook Dr	Bay Point	Contra Costa	CA	94565
62	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-121-003	2177 Almond Ave	Concord	Contra Costa	CA	94520
63	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-121-004	2159 Almond Ave	Concord	Contra Costa	CA	94520
64	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-124-010	2359 Mount Diablo St	Concord	Contra Costa	CA	94520
65	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-028	2390 Grant St #28	Concord	Contra Costa	CA	94520
66	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-029	Bacon St	Concord	Contra Costa	CA	94520
67	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-030	2250 Bacon St	Concord	Contra Costa	CA	94520
68	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-031	2390 Grant St #31	Concord	Contra Costa	CA	94520
69	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church - St Stephen Cemetery	126-201-015	2701 Monument Ct	Concord	Contra Costa	CA	94520
70	Roman Catholic Bishop Of Oakland	Queen Of Heaven Catholic Cemetery & Mortuary	167-360-002	1965 Reliez Valley Rd	Lafayette	Contra Costa	CA	94549
71	Roman Catholic Bishop Of Oakland	Queen Of Heaven Catholic Cemetery & Mortuary	167-360-004	Reliez Valley Rd	Lafayette	Contra Costa	CA	94549
72	Roman Catholic Bishop Of Oakland	Queen Of Heaven Catholic Cemetery & Mortuary	167-360-005	Reliez Valley Rd	Lafayette	Contra Costa	CA	94549
73	Roman Catholic Bishop Of Oakland	Sacred Heart Church	12-1015-2-2	4025 Martin Luther King Jr Way	Oakland	Alameda	CA	94609
74	Roman Catholic Bishop Of Oakland	Santa Maria Church	260-200-003	20 Santa Maria Way	Orinda	Contra Costa	CA	94563
75	Roman Catholic Bishop Of Oakland	Santa Maria Church	260-200-011	30 Santa Maria Way	Orinda	Contra Costa	CA	94563
76	Roman Catholic Bishop Of Oakland	St Agnes Church	114-260-039	No Address	Concord	Contra Costa	CA	94519
77	Roman Catholic Bishop Of Oakland	St Ambrose Church	60-2402-2	1300 Cornell Ave	Berkeley	Alameda	CA	94702
78	Roman Catholic Bishop Of Oakland	St Ambrose Church	60-2407-19-1	1145 Gilman St	Berkeley	Alameda	CA	94706
79	Roman Catholic Bishop Of Oakland	St Ambrose Church	60-2407-20	1100 Gilman St	Berkeley	Alameda	CA	94706
80	Roman Catholic Bishop Of Oakland	St Andrew Korean Pastoral Center	37a-2733-14-6	6226 Camden St	Oakland	Alameda	CA	94605
81	Roman Catholic Bishop Of Oakland	St Andrew Korean Pastoral Center	37a-2733-17	3226 62nd Ave	Oakland	Alameda	CA	94605
82	Roman Catholic Bishop Of Oakland	St Andrew Korean Pastoral Center	37a-2733-18	3232 62nd Ave	Oakland	Alameda	CA	94605
83	Adventus	St Anne Church - Byron	002-101-007	3959 Holway Dr	Byron	Contra Costa	CA	94514
84	Roman Catholic Bishop Of Oakland	St Anne Church - Byron	003-140-009	2800 Camino Diablo	Byron	Contra Costa	CA	94514
85	Roman Catholic Bishop Of Oakland	St Anne Church - Byron	003-140-010	Camino Diablo	Byron	Contra Costa	CA	94514
86	Roman Catholic Bishop Of Oakland	St Anne Church - Byron	003-140-011	2800 Camino Diablo	Byron	Contra Costa	CA	94514
87	Roman Catholic Bishop Of Oakland	St Anne Church - Union City	483-76-67	Dyer St	Union City	Alameda	CA	94587
88	Roman Catholic Bishop Of Oakland	St Anne Church - Walnut Creek	186-050-006	1600 Rossmoor Pkwy	Walnut Creek	Contra Costa	CA	94595
89	Roman Catholic Bishop Of Oakland	St Anne Church - Walnut Creek	186-050-007	No Address	Walnut Creek	Contra Costa	CA	94596
90	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	19-82-1	2611 E 9th St	Oakland	Alameda	CA	94601
91	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	19-87-14	2602 9th Ave	Oakland	Alameda	CA	94606
92	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	20-166-15-1	1610 15th Ave	Oakland	Alameda	CA	94606
93	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	20-166-16	1532 16th Ave	Oakland	Alameda	CA	94606
94	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	20-167-2-3	1535 16th Ave	Oakland	Alameda	CA	94606
95	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-017	971 Ohara Ave	Oakley	Contra Costa	CA	94561
96	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-021	Cypress Rd	Oakley	Contra Costa	CA	94561
97	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-023	Ohara Ave	Oakley	Contra Costa	CA	94561
98	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-024	971 Ohara Ave	Oakley	Contra Costa	CA	94561
99	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-351-022	4501 Fig Ln	Oakley	Contra Costa	CA	94561
100	Roman Catholic Bishop Of Oakland	St Augustine Church	16-1414-23-3	400 Alcatraz Ave	Oakland	Alameda	CA	94609
101	Roman Catholic Bishop Of Oakland	St Augustine Church	16-1414-24-3	414 Alcatraz Ave	Oakland	Alameda	CA	94609
102	Roman Catholic Bishop Of Oakland	St Augustine Church	16-1414-25-2	6404 Dana St	Oakland	Alameda	CA	94609
103	Roman Catholic Welfare Corporation Of Oakland	St Augustine Catholic Church	16-1414-19	6423 Colby St	Oakland	Alameda	CA	94618
104	Roman Catholic Welfare Corporation Of Oakland	St Augustine Catholic Church	16-1414-20-3	6411 Colby St	Oakland	Alameda	CA	94618
105	Roman Catholic Welfare Corporation Of Oakland	St Augustine Catholic Church	16-1414-24-2	Alcatraz Ave	Oakland	Alameda	CA	94608
106	Roman Catholic Welfare Corporation Of Oakland	St Augustine Catholic Church	16-1414-25-3	6414 Dana St	Oakland	Alameda	CA	94609
107	Roman Catholic Welfare Corporation Of Oakland	St Augustine Catholic Church	16-1414-26	6416 Dana St	Oakland	Alameda	CA	94609
108	Roman Catholic Welfare Corporation Of Oakland	St Augustine Catholic Church	16-1415-41-2	431 65th St	Oakland	Alameda	CA	94609
109	Roman Catholic Bishop Of Oakland	St Barnabas Church	74-443-14	1431 6th St	Alameda	Alameda	CA	94501
110	Roman Catholic Bishop Of Oakland	St Barnabas Church	74-443-15	1427 6th St	Alameda	Alameda	CA	94501
111	Roman Catholic Welfare Corporation Of Oakland	St Barnabas Catholic Church	74-426-16-2	609 Central Ave	Alameda	Alameda	CA	94501
112	Roman Catholic Bishop Of Oakland	St Bede Church	453-30-22-8	26950 Patrick Ave	Hayward	Alameda	CA	94544
113	Roman Catholic Welfare Corporation Of Oakland	St Bede Parochial School	453-30-22-7	26900 Patrick Ave	Hayward	Alameda	CA	94544
114	Roman Catholic Bishop Of Oakland	St Benedict Church	40-3375-12-5	2245 82nd Ave	Oakland	Alameda	CA	94605

**Schedule A-1**

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
115	Roman Catholic Bishop Of Oakland	St Bernard Church	38-3217-1-1	1620 62nd Ave	Oakland	Alameda	CA	94621
116	Roman Catholic Bishop Of Oakland	St Bonaventure Church	120-150-014	5562 Clayton Rd #3	Concord	Contra Costa	CA	94521
117	Roman Catholic Bishop Of Oakland	St Bonaventure Church	120-150-015	5562 Clayton Rd #13	Concord	Contra Costa	CA	94521
118	Roman Catholic Bishop Of Oakland	St Callistus Church	420-140-003	San Pablo Dam Rd	El Sobrante	Contra Costa	CA	94803
119	Roman Catholic Bishop Of Oakland	St Callistus Church	420-140-032	3580 San Pablo Dam Rd	El Sobrante	Contra Costa	CA	94803
120	Roman Catholic Bishop Of Oakland	St Catherine Of Siena Church	372-365-002	606 Mellus St	Martinez	Contra Costa	CA	94553
121	Roman Catholic Bishop Of Oakland	St Catherine Of Siena Church	372-365-003	1100 Estudillo St	Martinez	Contra Costa	CA	94553
122	Roman Catholic Bishop Of Oakland	St Catherine Of Siena Cemetery	372-020-005	Carquinez Scenic Dr	Martinez	Contra Costa	CA	94553
123	Roman Catholic Bishop Of Oakland	St Charles Borromeo Church	99-400-7-18	1315 Lomitas Ave	Livermore	Alameda	CA	94550
124	Roman Catholic Bishop Of Oakland	St Charles Borromeo Church	99-400-7-28	Lomitas Ave	Livermore	Alameda	CA	94550
125	Roman Catholic Bishop Of Oakland	St Clement Catholic Church	78c-800-16	738 Calhoun St	Hayward	Alameda	CA	94544
126	Roman Catholic Bishop Of Oakland	St Columba Church	16-1455-8	6401 San Pablo Ave	Oakland	Alameda	CA	94608
127	Roman Catholic Bishop Of Oakland	St Cornelius Church	515-420-001	27th St	Richmond	Contra Costa	CA	94804
128	Roman Catholic Bishop Of Oakland	St David Of Wales Church	523-084-020	5640 Esmond Ave	Richmond	Contra Costa	CA	94805
129	Roman Catholic Bishop Of Oakland	St David Of Wales Church	523-094-010	5641 Esmond Ave	Richmond	Contra Costa	CA	94805
130	Roman Catholic Bishop Of Oakland	St Edward Church	92a-1007-1-4	5788 Thornton Ave	Newark	Alameda	CA	94560
131	Roman Catholic Bishop Of Oakland	St Elizabeth Church	33-2124-27	1464 34th Ave	Oakland	Alameda	CA	94601
132	Roman Catholic Bishop Of Oakland	St Elizabeth Church	33-2124-28	1465 35th Ave	Oakland	Alameda	CA	94601
133	Roman Catholic Bishop Of Oakland	St Felicitas Church	80g-1388-1-1	1604 Manor Blvd	San Leandro	Alameda	CA	94579
134	Roman Catholic Bishop Of Oakland	St Felicitas Church	80g-1395-2-7	1650 Manor Blvd	San Leandro	Alameda	CA	94579
135	Roman Catholic Bishop Of Oakland	St Francis Of Assisi Church	129-121-003	860 Oak Grove Rd	Concord	Contra Costa	CA	94518
136	Roman Catholic Bishop Of Oakland	St Ignatius Of Antioch Church	071-370-024	209 Tanganyka Ct	Antioch	Contra Costa	CA	94509
137	Roman Catholic Bishop Of Oakland	St Ignatius Of Antioch Church	071-370-026	3351 Contra Loma Blvd	Antioch	Contra Costa	CA	94509
138	Roman Catholic Bishop Of Oakland	St Isidore Church	200-152-008	455 La Gonda Way	Danville	Contra Costa	CA	94526
139	Roman Catholic Bishop Of Oakland	St Isidore Church	200-161-001	428 La Gonda Way	Danville	Contra Costa	CA	94526
140	Roman Catholic Bishop Of Oakland	St Isidore Church	200-161-011	432 La Gonda Way	Danville	Contra Costa	CA	94526
141	Roman Catholic Bishop Of Oakland	St Isidore Church	200-161-014	440 La Gonda Way #448	Danville	Contra Costa	CA	94526
142	Roman Catholic Bishop Of Oakland	St Isidore Church	200-162-004	La Gonda Way	Danville	Contra Costa	CA	94526
143	Roman Catholic Bishop Of Oakland	St James The Apostle Church	543-296-6-4	34700 Fremont Blvd	Fremont	Alameda	CA	94555
144	Roman Catholic Bishop Of Oakland	St Jarlath Church	28-904-23-2	2620 Pleasant St	Oakland	Alameda	CA	94602
145	Roman Catholic Bishop Of Oakland	St Jerome Church	504-330-003	Carmel Ave	El Cerrito	Contra Costa	CA	94530
146	Roman Catholic Bishop Of Oakland	St Jerome Church	504-330-005	308 Carmel Ave	El Cerrito	Contra Costa	CA	94530
147	Roman Catholic Welfare Corporation Of Oakland	St Jerome Catholic Church	504-320-021	310 San Carlos Ave	El Cerrito	Contra Costa	CA	94530
148	Roman Catholic Bishop Of Oakland	St Joachim Church	432-24-2-5	21250 Hesperian Blvd	Hayward	Alameda	CA	94541
149	Roman Catholic Bishop Of Oakland	St Joan Of Arc Church	209-562-003	2421 Cuenca Dr	San Ramon	Contra Costa	CA	94583
150	Roman Catholic Bishop Of Oakland	St Joan Of Arc Church	209-562-009	2601 San Ramon Valley Blvd	San Ramon	Contra Costa	CA	94583
151	Roman Catholic Bishop Of Oakland	St John The Baptist Church - El Cerrito	502-240-008	11140 San Pablo Ave	El Cerrito	Contra Costa	CA	94530
152	Roman Catholic Bishop Of Oakland	St John The Baptist Church - El Cerrito	502-240-009	11150 San Pablo Ave	El Cerrito	Contra Costa	CA	94530
153	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-35-2	264 E Lewelling Blvd	San Lorenzo	Alameda	CA	94580
154	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-38-4	202 E Lewelling Blvd	San Lorenzo	Alameda	CA	94580
155	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-41	16620 Ashland Ave	San Lorenzo	Alameda	CA	94580
156	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-43-3	16600 Ashland Ave	San Lorenzo	Alameda	CA	94580
157	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-43-4	16550 Ashland Ave	San Lorenzo	Alameda	CA	94580
158	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-66-1	255 Ano Ave	San Lorenzo	Alameda	CA	94580
159	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-67-4	205 Ano Ave	San Lorenzo	Alameda	CA	94580
160	Roman Catholic Bishop Of Oakland	St John Vianney Church	144-230-001	1650 Ygnacio Valley Rd	Walnut Creek	Contra Costa	CA	94598
161	Roman Catholic Bishop Of Oakland	St Joseph Catholic Church	513-401-22	43230 Mission Blvd	Fremont	Alameda	CA	94539
162	Roman Catholic Bishop Of Oakland	St Joseph - Fremont	513-401-622	Mission Blvd	Fremont	Alameda	CA	94538
163	Roman Catholic Bishop Of Oakland	St Joseph - Fremont	513-614-3-5	Mission Blvd	Fremont	Alameda	CA	94538
164	Roman Catholic Bishop Of Oakland	St Joseph - Fremont	513-614-603-5	Mission Blvd	Fremont	Alameda	CA	94538
165	Roman Catholic Bishop Of Oakland	Mission San Jose - St Joseph Cemetery	513-401-21	43266 Mission Blvd	Fremont	Alameda	CA	94539
166	Roman Catholic Bishop Of Oakland	Mission San Jose - St Joseph Cemetery	513-401-72	43148 Mission Blvd	Fremont	Alameda	CA	94539
167	Roman Catholic Welfare Corporation Of Oakland	St Joseph School	513-401-20-9	43222 Mission Blvd	Fremont	Alameda	CA	94539
168	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-1	1900 Encinal Ave	Alameda	Alameda	CA	94501
169	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-2-2	1910 Encinal Ave	Alameda	Alameda	CA	94501
170	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-2-4	1111 Chestnut St	Alameda	Alameda	CA	94501
171	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-3-2	Chestnut St	Alameda	Alameda	CA	94501

**Schedule A-1**

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
172	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-273-1	1834 San Antonio Ave	Alameda	Alameda	CA	94501
173	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-273-20	1822 San Antonio Ave	Alameda	Alameda	CA	94501
174	Roman Catholic Bishop Of Oakland	St Joseph Church - Pinole	401-165-001	Fernandez Ave	Pinole	Contra Costa	CA	94564
175	Roman Catholic Bishop Of Oakland	St Joseph Church - Pinole	401-165-002	2384 Plum St	Pinole	Contra Costa	CA	94564
176	Roman Catholic Bishop Of Oakland	St Joseph The Worker Church	56-2006-1-6	1640 Addison St	Berkeley	Alameda	CA	94703
177	Roman Catholic Bishop Of Oakland	St Leander Church	75-36-47-4	550 W Estudillo Ave	San Leandro	Alameda	CA	94577
178	Roman Catholic Bishop Of Oakland	St Leander - Mt Calvary Cemetery	79-21-19	Van Ave	San Leandro	Alameda	CA	94577
179	Roman Catholic Bishop Of Oakland	St Leander - Mt Calvary Cemetery	79-21-619	Van Ave	San Leandro	Alameda	CA	94577
180	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-13-2	4203 Piedmont Ave	Oakland	Alameda	CA	94611
181	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-16	166 Ridgeway Ave	Oakland	Alameda	CA	94611
182	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-17	168 Ridgeway Ave	Oakland	Alameda	CA	94611
183	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-18-1	176 Ridgeway Ave	Oakland	Alameda	CA	94611
184	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-24	4268 Howe St	Oakland	Alameda	CA	94611
185	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-25	4272 Howe St	Oakland	Alameda	CA	94611
186	Roman Catholic Bishop Of Oakland	St Louis Bertrand Church	47-5515-8-2	10002 International Blvd	Oakland	Alameda	CA	94603
187	Roman Catholic Bishop Of Oakland	St Margaret Mary Church	23-477-2-3	Excelsior Ave	Oakland	Alameda	CA	94610
188	Roman Catholic Bishop Of Oakland	St Margaret Mary Church	23-477-3-1	3615 Emerson St	Oakland	Alameda	CA	94610
189	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-004	916 Bissell Ave	Richmond	Contra Costa	CA	94801
190	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-005	159 Harbour Way	Richmond	Contra Costa	CA	94801
191	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-006	159 Harbour Way	Richmond	Contra Costa	CA	94801
192	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-007	149 Harbour Way	Richmond	Contra Costa	CA	94801
193	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-008	145 Harbour Way S	Richmond	Contra Costa	CA	94804
194	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-009	137 Harbour Way	Richmond	Contra Costa	CA	94801
195	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-010	131 Harbour Way	Richmond	Contra Costa	CA	94801
196	Roman Catholic Bishop Of Oakland	St Mark Church	540-290-019	124 Harbour Way	Richmond	Contra Costa	CA	94801
197	Roman Catholic Bishop Of Oakland	St Mark Church	540-290-020	10th St	Richmond	Contra Costa	CA	94801
198	Roman Catholic Bishop Of Oakland	St Mark Church	540-290-021	132 Harbour Way S	Richmond	Contra Costa	CA	94804
199	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-016	2039 Mt Diablo Blvd	Walnut Creek	Contra Costa	CA	94596
200	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-017	Bont Ln	Walnut Creek	Contra Costa	CA	94596
201	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-018	2051 Mt Diablo Blvd	Walnut Creek	Contra Costa	CA	94596
202	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-044	1168 Bont Ln	Walnut Creek	Contra Costa	CA	94596
203	Roman Catholic Bishop Of Oakland	St Mary Magdalen Church	60-2452-5-1	2001 Berryman St	Berkeley	Alameda	CA	94709
204	Roman Catholic Bishop Of Oakland	St Mary Magdalen Church	60-2452-5-2	2005 Berryman St	Berkeley	Alameda	CA	94709
205	Roman Catholic Bishop Of Oakland	St Michael Church	97-128-1-1	458 Maple St	Livermore	Alameda	CA	94550
206	Roman Catholic Bishop Of Oakland	St Michael Church	97-130-2-5	2558 3rd St	Livermore	Alameda	CA	94550
207	Roman Catholic Bishop Of Oakland	St Michael Church	97-130-2-6	263 Church St	Livermore	Alameda	CA	94550
208	Roman Catholic Bishop Of Oakland	St Michael Cemetery & Funeral Center	98a-413-11-4	3885 East Ave	Livermore	Alameda	CA	94550
209	Roman Catholic Bishop Of Oakland	St Michael Cemetery & Funeral Center	98a-413-611-4	East Ave	Livermore	Alameda	CA	94550
210	Roman Catholic Bishop Of Oakland	St Monica Church	258-240-015	1001 Camino Pablo	Moraga	Contra Costa	CA	94556
211	Roman Catholic Bishop Of Oakland	St Patrick Church - Oakland	6-7-40	1023 Peralta St	Oakland	Alameda	CA	94607
212	Roman Catholic Bishop Of Oakland	St Patrick Church - Oakland	6-7-41	1005 Peralta St	Oakland	Alameda	CA	94607
213	Roman Catholic Welfare Corporation Of Oakland	St Patrick School	6-7-44-1	1630 10th St	Oakland	Alameda	CA	94607
214	Roman Catholic Welfare Corporation Of Oakland	St Patrick School	6-7-42	1630 10th St	Oakland	Alameda	CA	94607
215	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-005	7th St	Rodeo	Contra Costa	CA	94572
216	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-006	7th St	Rodeo	Contra Costa	CA	94572
217	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-007	7th St	Rodeo	Contra Costa	CA	94572
218	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-008	719 Vaqueros Ave	Rodeo	Contra Costa	CA	94572
219	Roman Catholic Bishop Of Oakland	St Patrick Mission	368-146-001	2nd St	Port Costa	Contra Costa	CA	94569
220	Roman Catholic Bishop Of Oakland	St Paul Church	411-140-025	Dover Ave	San Pablo	Contra Costa	CA	94806
221	Roman Catholic Bishop Of Oakland	St Perpetua Church	239-070-029	3454 Hamlin Rd	Lafayette	Contra Costa	CA	94549
222	Roman Catholic Welfare Corporation Of Oakland	St Perpetua Catholic Church / School	239-060-015	Sweet Dr	Lafayette	Contra Costa	CA	94549
223	Roman Catholic Welfare Corporation Of Oakland	St Perpetua Catholic School	239-060-014	3445 Hamlin Rd	Lafayette	Contra Costa	CA	94549
224	Roman Catholic Welfare Corporation Of Oakland	St Perpetua School	239-070-019	Hamlin Rd	Lafayette	Contra Costa	CA	94549
225	Roman Catholic Welfare Corporation Of Oakland	St Perpetua School	239-070-030	Hamlin Rd	Lafayette	Contra Costa	CA	94549
226	Roman Catholic Bishop Of Oakland	St Peter Martyr Church	085-163-008	740 Black Diamond St	Pittsburg	Contra Costa	CA	94565
227	Roman Catholic Bishop Of Oakland	St Peter Martyr Church	085-163-009	W 8th St	Pittsburg	Contra Costa	CA	94565
228	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	69-84-1-5	3108 Van Buren St	Alameda	Alameda	CA	94501

**Schedule A-1**

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
229	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	69-84-1-6	Van Buren St	Alameda	Alameda	CA	94501
230	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	69-87-7	1357 High St	Alameda	Alameda	CA	94501
231	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	74-1075-222	1014 Holly St	Alameda	Alameda	CA	94502
232	Roman Catholic Bishop Of Oakland	St Raymond Penafort Church	941-102-1-20	11555 Shannon Ave	Dublin	Alameda	CA	94568
233	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-122-001	4th Ave	Crockett	Contra Costa	CA	94525
234	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-122-006	No Address	Crockett	Contra Costa	CA	94525
235	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-126-001	1116 Starr St	Crockett	Contra Costa	CA	94525
236	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-126-002	4th Ave	Crockett	Contra Costa	CA	94525
237	Roman Catholic Bishop Of Oakland	St Stephen Church	175-252-018-7	1101 Keaveny Court	Walnut Creek	Contra Costa	CA	94597
238	Roman Catholic Bishop Of Oakland	Transfiguration Church	85-5450-11	4000 E Castro Valley Blvd	Castro Valley	Alameda	CA	94552
239	Roman Catholic Bishop Of Oakland	Transfiguration Church	85-5450-12-5	4008 E Castro Valley Blvd	Castro Valley	Alameda	CA	94552
240	Roman Catholic Bishop Of Oakland	Holy Cross Catholic Cemetery	051-100-016	2125 E 18th St	Antioch	Contra Costa	CA	94509
241	Roman Catholic Bishop Of Oakland	Holy Cross Catholic Cemetery	051-170-058	E 18th St	Antioch	Contra Costa	CA	94509
242	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-1-2	1051 Harder Rd	Hayward	Alameda	CA	94542
243	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-19-3	26320 Mission Blvd	Hayward	Alameda	CA	94544
244	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-20	26320 Mission Blvd	Hayward	Alameda	CA	94544
245	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-619-3	26320 Mission Blvd	Hayward	Alameda	CA	94544
246	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-620	26320 Mission Blvd	Hayward	Alameda	CA	94544
247	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-002	2825 Ridge Rd	San Pablo	Contra Costa	CA	94806
248	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-010	Church Ln	San Pablo	Contra Costa	CA	94806
249	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-011	2524 Church Ln	San Pablo	Contra Costa	CA	94806
250	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-018	2560 Church Ln	San Pablo	Contra Costa	CA	94806
251	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-021	Ridge Rd	San Pablo	Contra Costa	CA	94806
252	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-022	Ridge Rd	San Pablo	Contra Costa	CA	94806
253	Roman Catholic Bishop Of Oakland	St Mary Cemetery	48a-7002-1	4529 Howe St	Oakland	Alameda	CA	94611
254	Roman Catholic Bishop Of Oakland	St Mary Cemetery	48a-7002-601	4529 Howe St	Oakland	Alameda	CA	94611
255	Furrer Properties Inc	Cooper Chapel	033-2121-001-00	1580 Fruitvale Ave	Oakland	Alameda	CA	94601
256	Furrer Properties Inc	Cooper Chapel	033-2121-030-00	1546 Fruitvale Ave	Oakland	Alameda	CA	94601
257	Furrer Properties Inc	Cooper Chapel	033-2121-031-00	1554 Fruitvale Ave	Oakland	Alameda	CA	94601

**EXHIBIT B**

**COMPENSATION AND COSTS**

**SCHEDULE OF HOURLY RATES\***

Douglas Wilson Deposition & Testimony	\$650
Douglas Wilson as Project Lead	\$575
Executive Leadership	\$450
Managing Director	\$425
Forensic Accounting & Controller	\$375
Director	\$350
Staff Accounting	\$275
Administrative Support	\$175

**REIMBURSABLE COSTS ARE BILLED AT  
COST\*\***

Bond  
Court Filing Service  
Notary  
Photocopies  
Postage  
Notary  
Messenger/Overnight Delivery  
Travel, Meals, & Expenses

*\* Rates for specific personnel may vary slightly from the above based on experience levels but will not exceed these values for the given category of work performed. Hourly rates will increase subject to a 3% annual increase effective January 1 of each year.*

*\*\* Other direct costs we incur in connection with our services, such as outside attorneys, accountants and other professionals, may be reimbursable based on the terms of our agreement.*

**Exhibit C**

**Amended Wilson Declaration**

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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.

Case No. 23-40523 WJL

Chapter 11

**AMENDED AND RESTATED  
DECLARATION OF DOUGLAS P.  
WILSON IN SUPPORT OF  
APPLICATION FOR ENTRY OF AN  
ORDER AUTHORIZING RETENTION  
OF DOUGLAS WILSON COMPANIES  
AS REAL ESTATE CONSULTANT TO  
THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

I, Douglas P. Wilson, declare as follows:

1. I am the Founder, Chairman and Chief Executive Officer of Douglas Wilson Companies ("**DWC**"), which offers a full range of services, including real estate valuations and appraisals, and complete workout strategies for companies.

2. This declaration (the "**Declaration**") amends and restates the declaration filed on August 7, 2024 which accompanied the *Application for Entry of an Order Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant for the Official Committee of Unsecured Creditors*. The only change to my original declaration is attaching Exhibit 2 hereto, which is the list of parties DWC ran through its conflicts system.

3. This Declaration is made in support of the *Amended Application for Entry of an Order Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant for the Official Committee of Unsecured Creditors* (the "**Application**").<sup>1</sup>

4. I have over 35-years of experience in distressed property situations generally, including many court-governed matters extending back several decades. I have worked with many of the most recognized real estate firms. In addition to extensive work with institutional investors and traditional lenders, including non-bank lenders and private equity funds, I have also worked with closely-held companies, family businesses and individual entrepreneurs and investors.

1           5.     I have served as a receiver, consultant, or other form of fiduciary on more than  
2 1,200 matters, many of which have related to real estate assets. I have extensive experience in  
3 distressed property situations generally, including many court-governed matters extending back  
4 several decades. I have professional organization memberships with the Urban Land Institute  
5 (UDMUC-Blue Council); the National Association of the Federal Equity Receivers; and the  
6 California Receivers Forum, the California Bankruptcy Forum — for which I have served as  
7 president and treasurer, respectively.

8           6.     I serve on the UCSD Real Estate Advisory Board as well as the USD Burnham-  
9 Moores Real Estate School; and Lambda Alpha International land economics fraternity. I hold a  
10 Bachelor of Arts from the University of Denver. My qualifications are outlined in more detail in  
11 my Curriculum Vitae, attached hereto as *Exhibit 1*.

12           7.     The Committee has requested the Services from DWC, as set forth in the  
13 Consulting Agreement, attached as Exhibit C to the Application, in order to obtain information  
14 regarding the value of the Properties, which are set forth in Schedule A-1 to the Consulting  
15 Agreement. Specifically, DWC has agreed with the Committee as follows with regard to its  
16 retention, subject to the Court's approval:

17           a.     Professional services are to be rendered on a flat fee basis as set forth in the  
18 Consulting Agreement. The compensation terms contemplated in the Consulting  
19 Agreement are consistent with DWC's typical fees for work of this nature.

20           b.     DWC understands its retention is subject to the Court's approval and that payment  
21 of its fees and reimbursements are subject to Court approval, the Interim  
22 Compensation Order, and the standard of review set forth in section 328(a) of the  
23 Bankruptcy Code.

24           c.     DWC has not received any retainer from any person, or any payment, or any  
25 promise of payment in relation to the Chapter 11 Case during the one year period  
26 prior to the filing of the Chapter 11 Case. No post-petition compensation has been  
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28           <sup>1</sup> All capitalized terms used but otherwise not defined in this Declaration shall have the meanings ascribed to them in the Application.

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paid or promised to be paid from a source other than the estate in the Chapter 11 Case.

d. Neither the Committee nor its members (or any of their representatives) are or will be liable for fees or costs that DWC incurs in its representation of the Committee.

e. Except as set forth in the Consulting Agreement with respect to the Consultant Reserve Amount, there is no agreement between DWC and any other entity for the sharing of compensation received or to be received for services rendered in connection with this case. Should DWC utilize the Consultant Reserve Amount, payments to Consultants shall be subject to the Court’s approval on application to the Court consistent with the Bankruptcy Code, Bankruptcy Rules, and the Interim Compensation Order.

f. I have reviewed the list of parties-in-interest in the Chapter 11 Case, attached as *Exhibit 2*, and have compared it to the clients of DWC. Based on that review, I have concluded that DWC does not have any conflicts.

g. Based on the process referred to above, to the best of my knowledge, information and belief, I am informed to believe as follows:

- (i) DWC has not had previous contact or ties with the Debtor.
- (ii) DWC is not a creditor, an equity security holder or an insider of the Debtor.
- (iii) DWC is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and does not hold or represent any interest adverse to the Debtor’s bankruptcy estate.
- (iv) DWC was not owed any sums by the debtor for services rendered or costs advanced on behalf of the Debtor prior to the Petition Date.

8. DWC is qualified to provide opinions of the value of both improved and vacant land nationwide, and possesses particular expertise with evaluating properties in the state of

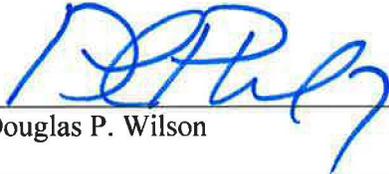
1 California. Accordingly, DWC is qualified to provide an opinion of value of the Properties and to  
2 otherwise perform the Services set forth in the Consulting Agreement.

3 9. The Consulting Agreement—including its indemnification provision and the  
4 liquidated damages provision—were heavily negotiated at arm’s length.

5 10. DWC would not accept this engagement unless the indemnification provision and  
6 the liquidated damages provision were included.

7 11. The foregoing constitutes the verified statement of the person to be  
8 employed, required under Rule 2014 of the Bankruptcy Rules.

9 I declare under penalty of perjury that the foregoing is true and correct, and this declaration  
10 was executed August 12, 2024 in San Diego, California.

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14 Douglas P. Wilson

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# EXHIBIT 1



# Douglas P. Wilson

## CHAIRMAN & CHIEF EXECUTIVE OFFICER

### Education:

B.A., University of Denver

### Professional Affiliations:

Urban Land Institute (ULI),  
Member UDMUC-Blue Council

National Association of Federal  
Equity Receivers (NAFER)

California Receivers Forum, past  
President

California Bankruptcy Forum,  
past Board Member and Treasurer

UCSD Real Estate Advisory  
Board

USD Burnham-Moores Real Estate  
Board

Downtown San Diego Partnership

Lambda Alpha International

### Civic Affiliations:

University Club Atop Symphony  
Towers, Chair, Board of  
Governors

San Diego Unified School District,  
Member, Facilities Review Panel  
for \$1.51 billion school bond

Sidney Kimmel Cancer Center,  
Board of Directors

La Jolla Playhouse, past Board  
Member

San Diego County Metropolitan  
YMCA, past Board Member

### Douglas Wilson Companies

Founder, Chairman and Chief Executive Officer

Mr. Douglas Wilson has over 40 years of real estate development experience providing workout, problem resolution, and real estate management services to his companies' clients. Mr. Wilson and his company have served as a state and federal court-appointed fiduciary in more than 1,200 projects, with assets valued in excess of \$15 billion.

Mr. Wilson built DWC based on a counter-cyclical approach to real estate and the economy. Upon doing principal real estate development work and seeing the striking effects of economic cycles in the industry, he soon created this cycles-based approach, enabling DWC to continue to grow in all economic environments. Under this vision, DWC today includes a thriving fiduciary practice focused on workout and receivership services, as well as advisory services to meet clients' needs during all parts of the economic cycle.

Mr. Wilson has a successful track record of developing award-winning urban projects. Notable projects include: Symphony Towers, a 1.2 million square foot project designed by Skidmore, Owens & Merrill. This project consisted of a 34-story 600,000 square-foot office building, a 260 suite hotel and the 2,700 seat historic theater that is now the home of the San Diego Symphony. The Mark, a 33-story, 240 units luxury condominium project located one block from the San Diego Padres' Petco Park; Parkloft, a new award winning, poured-in-place concrete and brick building with 120 one- and two-story residential lofts located in downtown San Diego's East Village neighborhood; China Basin Landing, a 675,000 square-foot office complex on the San Francisco Bay waterfront, adjacent to the San Francisco Giants' Pacific Bell Park; Half Street, a 400,000 square-foot office building with ground floor retail, located in the Capitol Riverfront District Washington, D.C.; and the NOAA Facility, a 268,762 square-foot office and research facility located adjacent to the University of Maryland. These projects have a combined cost in today's market in excess of \$1.5 billion.

Mr. Wilson's professional organization memberships include the Urban Land Institute (UDMUC-Blue Council); the National Association of the Federal Equity Receivers; the California Receivers Forum, the California Bankruptcy Forum — for which he has served as president and treasurer, respectively. He is on the UCSD Real Estate Advisory Board as well as the USD Burnham-Moores Real Estate School; and Lambda Alpha International land economics fraternity.

Mr. Wilson holds a Bachelor of Arts degree from the University of Denver. He has authored articles for general news and business publications and is often a featured speaker at business and civic meeting and seminars.

# EXHIBIT 2

Party Name	Role	Category
Honorable William Lafferty	U.S. Bankruptcy Judge for the Northern District of California	Bankruptcy Court
David Sheltraw	Committee member	Committee Member
Jason Jaye	Committee member	Committee Member
Jenna McCarthy	Committee member	Committee Member
John-Norman Kalama Houo Ka Ikaika Cobb	Committee member	Committee Member
Judy Roberts	Committee member	Committee Member
Kelly O'Lague	Committee member	Committee Member
Scott Brian Drescher	Committee member	Committee Member
Sherry Waterworth	Committee member	Committee Member
Steven Woodall	Committee member	Committee Member
Keller Benvenuti Kim LLP	Counsel to Committee	Committee Professional
Lowenstein Sandler LLP	Counsel to Committee	Committee Professional
Stout Risius Ross, LLC	Expert Consultant on Valuation of Sexual Abuse Claims for Committee	Committee Professional
Berkeley Research Group, LLC	Financial Advisor to Committee	Committee Professional
Burns Bair LLP	Special Insurance Counsel to Committee	Committee Professional
Jeff Anderson & Associates, PA	Counsel for Committee Member David Sheltraw	Counsel for Committee Member
Boucher LLP	Counsel for Committee Member Jason Jaye	Counsel for Committee Member
The Zalkin Law Firm, P.C.	Counsel for Committee Member Jenna McCarthy	Counsel for Committee Member
Manly, Stewart & Finaldi	Counsel for Committee Member John-Norman Kalama Houo Ka Ikaika Cobb	Counsel for Committee Member
Andrews & Thornton	Counsel for Committee Member Judy Roberts	Counsel for Committee Member
Joseph George, Jr. Law Corporation	Counsel for Committee Member Kelly O'Lague	Counsel for Committee Member
Slater Slater Schulman LLP	Counsel for Committee Member Scott Brian Drescher	Counsel for Committee Member
Panish Shea Boyle Ravipudi and Pfau Cochran Vertetis Amala PLLC	Counsel for Committee Member Sherry Waterworth	Counsel for Committee Member
Furtado, Jaspovice & Simons and Jeff Anderson & Associates	Counsel for Committee Member Steven Woodall	Counsel for Committee Member
The Roman Catholic Bishop of Oakland	Debtor	Debtor
Kurtzman Carson Consultants	Administrative Advisor to Debtor	Debtor Professional
Foley & Lardner LLP	General Bankruptcy Counsel to Debtor	Debtor Professional
Alvarez & Marsal North America, LLC	Restructuring Advisor to Debtor	Debtor Professional
Breall & Breall LLP	Special Insurance Counsel to Debtor	Debtor Professional
ACE Limited	Insurance Company Adversary Defendant	Insurance Company
Aetna Insurance Company	Insurance Company Adversary Defendant	Insurance Company
American Home Assurance Co.	Insurance Company Adversary Defendant	Insurance Company
CNA Insurance Company	Insurance Company Adversary Defendant	Insurance Company
California Insurance Guarantee Association (CIGA)	Insurance Company Adversary Defendant	Insurance Company
Certain Underwriters at Lloyd's of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) (Lloyd's London)	Insurance Company Adversary Defendant	Insurance Company
Insurance Company of America	Insurance Company Adversary Defendant	Insurance Company
Insurance Company of North America	Insurance Company Adversary Defendant	Insurance Company
Lexington Insurance Co.	Insurance Company Adversary Defendant	Insurance Company
Pacific Employers Insurance	Insurance Company Adversary Defendant	Insurance Company
Pacific Indemnity (Chubb)	Insurance Company Adversary Defendant	Insurance Company
Travelers Insurance Company	Insurance Company Adversary Defendant	Insurance Company
Unites States Fire Insurance	Insurance Company Adversary Defendant	Insurance Company
Westchester Fire Insurance Company	Insurance Company Adversary Defendant	Insurance Company
Westport Insurance Corporation f/k/a Employers Reinsurance	Insurance Company Adversary Defendant	Insurance Company
Nicolaides Fink	Counsel for American Home Assurance and Lexington Insurance	Insurance Company Counsel
Black, Compean & Hall	Counsel for CIGA	Insurance Company Counsel
Crowell & Mooring LLP	Counsel for CNA Insurance Company	Insurance Company Counsel
Clyde & Co US LLP	Counsel for Lloyd's London	Insurance Company Counsel
Duane Morris LLP	Counsel for Lloyd's London	Insurance Company Counsel

Party Name	Role	Category
O'Melveny & Myers	Counsel for Pacific Indemnity Company, Insurance Company of North America, & Pacific Employers Insurance Co	Insurance Company Counsel
Dentons US	Counsel for Travelers Insurance Company	Insurance Company Counsel
Ifrah Law	Counsel for United States Fire Insurance	Insurance Company Counsel
Kennedys CMK LLP	Counsel for United States Fire Insurance	Insurance Company Counsel
Craig & Winkelman	Counsel for Westport Insurance Corporation	Insurance Company Counsel
Sinnott, Puebla, Campagne & Curet	Counsel for Westport Insurance Corporation	Insurance Company Counsel
Jason Blumberg	Trial Attorney U.S. Trustee for Region 17	U.S. Trustee
Tracy Hope Davis	U.S. Trustee for Region 17	U.S. Trustee