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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

Chapter 11

Judge: Hon. William J. Lafferty

**THIRD AMENDED DISCLOSURE STATEMENT FOR
DEBTOR'S THIRD AMENDED PLAN OF REORGANIZATION**

**NOTE: THIS DISCLOSURE STATEMENT IS BEING PRESENTED TO THE
COURT FOR APPROVAL, BUT HAS NOT YET BEEN APPROVED BY THE
BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION
WITHIN THE MEANING OF SECTION 1125(A) OF THE
BANKRUPTCY CODE**

1 **IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT¹**

2 THE ROMAN CATHOLIC BISHOP OF OAKLAND, A CALIFORNIA CORPORATION
3 SOLE, THE DEBTOR AND DEBTOR IN POSSESSION IN THE ABOVE-CAPTIONED CHAPTER
4 11 CASE (THE “DEBTOR” OR “RCBO”) SEEKS CONFIRMATION OF THE *DEBTOR’S THIRD*
5 *AMENDED PLAN OF REORGANIZATION* (THE “PLAN”). A COPY OF THE PLAN IS
6 ATTACHED TO THIS DOCUMENT AS **EXHIBIT A**.

7 THIS DISCLOSURE STATEMENT (THE “DISCLOSURE STATEMENT”), THE PLAN,
8 THE PLAN SUPPLEMENT, THE ACCOMPANYING BALLOTS, AND RELATED MATERIALS
9 ARE BEING FURNISHED BY THE DEBTOR, AS THE PLAN PROPONENT, PURSUANT TO
10 SECTIONS 1125 AND 1126 OF TITLE 11 OF THE UNITED STATES CODE (THE
11 “BANKRUPTCY CODE”) AND RULE 3016 OF THE FEDERAL RULES OF BANKRUPTCY
12 PROCEDURE, IN CONNECTION WITH THE DEBTOR’S SOLICITATION OF VOTES TO
13 ACCEPT THE PLAN.

14 THE PLAN PROVIDES FOR THE REORGANIZATION OF THE DEBTOR’S FINANCIAL
15 AFFAIRS, FOR DISTRIBUTIONS TO CREDITORS HOLDING ALLOWED CLAIMS FROM THE
16 DEBTOR’S ASSETS, THE ASSETS OF CONTRIBUTING NON-DEBTOR CATHOLIC ENTITIES,
17 AND THE CONTRIBUTIONS OF SETTLING INSURERS, IF ANY, AND FOR THE CLAIMS
18 AGAINST NON-SETTLING INSURERS TO BE ASSIGNED TO THE SURVIVORS’ TRUST (AS
19 DEFINED HEREIN). THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE
20 SUBJECT TO MATERIAL CONDITIONS PRECEDENT, SOME OF WHICH MAY NOT BE
21 SATISFIED. THERE IS NO ASSURANCE THAT THESE CONDITIONS WILL BE SATISFIED
22 OR WAIVED.

23 ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR ARE ENCOURAGED TO READ
24 AND CAREFULLY CONSIDER THIS ENTIRE DISCLOSURE STATEMENT, INCLUDING ALL
25 EXHIBITS AND INCLUDING THE “*RISK FACTORS TO BE CONSIDERED*” IN ARTICLE XVIII.

26 IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE
27 DATE OF THE PLAN OCCURS, ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR
28 (INCLUDING, WITHOUT LIMITATION, THOSE HOLDERS OF CLAIMS WHO DO NOT
29 SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN OR WHO ARE NOT ENTITLED TO
30 VOTE ON THE PLAN, EXCEPT AS OTHERWISE PROVIDED IN THE PLAN) WILL BE BOUND
31 BY THE TERMS OF THE PLAN AND THE TRANSACTIONS DESCRIBED IN THE PLAN.

32 NO PERSON MAY GIVE ANY INFORMATION ON BEHALF OF THE DEBTOR
33 REGARDING THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN, OTHER
34 THAN THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, EXCEPT
35 FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS (THE “COMMITTEE”)
36 CONSISTENT WITH ITS OBLIGATIONS ARISING UNDER 11 U.S.C. § 1103(c)(3). ALL OTHER
37 STATEMENTS REGARDING THE PLAN AND THE TRANSACTIONS CONTEMPLATED
38 THEREIN, WHETHER WRITTEN OR ORAL, ARE UNAUTHORIZED.

39 THIS DISCLOSURE STATEMENT IS DESIGNED TO PROVIDE ADEQUATE
40 INFORMATION TO ENABLE HOLDERS OF IMPAIRED CLAIMS AGAINST THE DEBTOR
41 (THAT ARE ENTITLED TO VOTE AS DESCRIBED HEREIN) TO MAKE AN INFORMED
42 JUDGMENT ON WHETHER TO ACCEPT OR REJECT THE PLAN. ALL CREDITORS ARE

43 ¹ Capitalized terms used but not otherwise defined in this Disclosure Statement shall have the meanings
44 ascribed to them in the *Debtor’s Third Amended Plan of Reorganization* [Docket No. ____] (the “Plan”).

1 ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN
2 IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. PLAN
3 SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE
4 QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN FILED
5 CONTEMPORANEOUSLY HEREWITH, OTHER EXHIBITS ANNEXED HERETO, AND OTHER
6 DOCUMENTS REFERENCED AS FILED WITH THE BANKRUPTCY COURT PRIOR TO THE
7 END OF THE SOLICITATION PERIOD FOR THE PLAN. NO MATERIALS OTHER THAN THE
8 ACCOMPANYING MATERIALS ATTACHED HERETO OR REFERENCED HEREIN HAVE
9 BEEN APPROVED BY THE BANKRUPTCY COURT OR THE PLAN PROPONENT FOR USE IN
10 SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN. SUBSEQUENT TO THE DATE
11 HEREOF, THERE CAN BE NO ASSURANCE THAT: (I) THE INFORMATION AND
12 REPRESENTATIONS CONTAINED HEREIN REMAIN MATERIALLY ACCURATE, OR (II)
13 THIS DISCLOSURE STATEMENT CONTAINS ALL MATERIAL INFORMATION.

14 THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION
15 CONTAINED IN THIS DISCLOSURE STATEMENT OR IN ANY EXHIBIT, EXCEPT AS
16 EXPRESSLY INDICATED IN THIS DISCLOSURE STATEMENT OR IN ANY EXHIBIT. THIS
17 DISCLOSURE STATEMENT WAS COMPILED FROM INFORMATION OBTAINED BY THE
18 DEBTOR FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE
19 DEBTOR'S KNOWLEDGE, INFORMATION, AND BELIEF. THE DEBTOR'S RESPECTIVE
20 PROFESSIONALS HAVE NOT INDEPENDENTLY VERIFIED ALL OF THE INFORMATION
21 SET FORTH IN THIS DISCLOSURE STATEMENT AND ARE NOT RESPONSIBLE FOR ANY
22 INACCURACIES THAT MAY BE CONTAINED IN THIS DISCLOSURE STATEMENT OR THE
23 PLAN.

24 THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS
25 OF THE DATE HEREOF, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL
26 NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE
27 INFORMATION IS CORRECT AT ANY TIME SUBSEQUENT TO THIS DATE, AND THE
28 DEBTOR UNDERTAKES NO DUTY TO UPDATE THE INFORMATION.

PERSONS OR ENTITIES HOLDING OR TRADING IN OR OTHERWISE PURCHASING,
SELLING, OR TRANSFERRING CLAIMS AGAINST THE DEBTOR SHOULD EVALUATE THIS
DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED,
AND SHOULD BE AWARE THAT ACTUAL DISTRIBUTIONS MAY VARY FROM THE
ESTIMATES CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT AND THE RELATED DOCUMENTS ARE THE ONLY
DOCUMENTS AUTHORIZED BY THE BANKRUPTCY COURT TO BE USED IN CONNECTION
WITH THE SOLICITATION OF VOTES ACCEPTING OR REJECTING THE PLAN. NO
REPRESENTATIONS ARE AUTHORIZED BY THE BANKRUPTCY COURT CONCERNING
THE DEBTOR, THE DEBTOR'S BUSINESS OPERATIONS, THE VALUE OF THE DEBTOR'S
ASSETS, OR THE VALUES OF ANY BENEFITS OFFERED PURSUANT TO THE PLAN, EXCEPT
AS EXPLICITLY SET FORTH IN THIS DISCLOSURE STATEMENT OR ANY OTHER
DISCLOSURE STATEMENT OR OTHER DOCUMENT APPROVED FOR DISTRIBUTION BY
THE BANKRUPTCY COURT. HOLDERS OF CLAIMS SHOULD NOT RELY UPON ANY
REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF THE PLAN,
OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON FOR ANY PURPOSE
OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN,
AND NOTHING STATED IN THIS DISCLOSURE STATEMENT SHALL CONSTITUTE AN
ADMISSION OF ANY FACT OR LIABILITY BY ANY PERSON OR BE ADMISSIBLE IN ANY
PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PERSON, OR BE DEEMED

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN ON THE
2 DEBTOR, ANY RELEASED PARTY, OR HOLDERS OF CLAIMS.

3 THIS DISCLOSURE STATEMENT IS FORWARD-LOOKING. FORWARD- LOOKING
4 STATEMENTS ARE STATEMENTS OF EXPECTATIONS, BELIEFS, PLANS, OBJECTIVES,
5 ASSUMPTIONS, PROJECTIONS, AND FUTURE EVENTS OF PERFORMANCE. AMONG
6 OTHER THINGS, THIS DISCLOSURE STATEMENT CONTAINS FORWARD-LOOKING
7 STATEMENTS WITH RESPECT TO ANTICIPATED FUTURE PERFORMANCE OF THE
8 DEBTOR AND A TRUST TO BE CREATED FOR THE BENEFIT OF HOLDERS OF ABUSE
9 CLAIMS, AS WELL AS ANTICIPATED FUTURE DETERMINATIONS OF CLAIMS AND
10 DISTRIBUTIONS ON CLAIMS. THESE STATEMENTS, ESTIMATES, AND PROJECTIONS
MAY OR MAY NOT PROVE TO BE CORRECT. ACTUAL RESULTS COULD DIFFER
MATERIALLY FROM THOSE REFLECTED IN THESE FORWARD-LOOKING
UNCERTAINTIES DUE TO A WIDE VARIETY OF SIGNIFICANT BUSINESS, LEGAL, AND
ECONOMIC RISKS, INCLUDING, AMONG OTHERS, THOSE DESCRIBED IN THIS
DISCLOSURE STATEMENT. THE PLAN PROPONENT UNDERTAKES NO OBLIGATION TO
UPDATE ANY FORWARD-LOOKING STATEMENT. NEW FACTORS EMERGE FROM TIME
TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL FACTORS, NOR CAN THE IMPACT
OF ALL FACTORS BE ASSESSED.

11 HOLDERS OF CLAIMS SHOULD NOT CONSTRUE THE CONTENTS OF THIS
12 DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX
13 ADVICE. EACH HOLDER SHOULD CONSULT WITH THEIR OWN LEGAL, BUSINESS,
14 FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY MATTERS CONCERNING THIS
DISCLOSURE STATEMENT, THE SOLICITATION OF VOTES TO ACCEPT THE PLAN, THE
PLAN, AND THE TRANSACTIONS CONTEMPLATED BY THE PLAN.

15 **[THIS DISCLOSURE STATEMENT HAS BEEN APPROVED BY ORDER OF THE**
16 **BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION OF A KIND AND**
17 **IN SUFFICIENT DETAIL TO ENABLE HOLDERS OF CLAIMS TO MAKE AN INFORMED**
18 **JUDGMENT WITH RESPECT TO VOTING TO ACCEPT OR REJECT THE PLAN.]**
19 HOWEVER, THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT
DOES NOT CONSTITUTE A RECOMMENDATION OR DETERMINATION BY THE
BANKRUPTCY COURT AS TO THE MERITS OF THE PLAN. EACH HOLDER OF A CLAIM
ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD READ THIS DISCLOSURE
STATEMENT AND THE PLAN (INCLUDING ALL EXHIBITS AND SCHEDULES TO THE PLAN
AND DISCLOSURE STATEMENT) IN THEIR ENTIRETY BEFORE VOTING.

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THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

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1 **EXHIBITS:**

2 A—PLAN OF REORGANIZATION

3 B—LIQUIDATION ANALYSIS

4 C—FINANCIAL PROJECTIONS

5 D—LOAN TERM SHEET

6 E—RCWC PLAN FUNDING COMMITMENT

7 F—SURVIVORS' TRUST DOCUMENTS

8 G—COMMITTEE LETTER

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THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

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ARTICLE I

EXECUTIVE SUMMARY

The Debtor is responsible for coordinating the mission of the Roman Catholic Church within the geographical boundary of the Diocese of Oakland. Beginning in the late Twentieth Century, it came to light that some people working for or associated with the Roman Catholic Church—priests, bishops, laypersons, and volunteers—had been sexually abusing children and vulnerable adults for decades. This crisis shocked the world. It also exposed Church institutions worldwide, including the Debtor, to significant tort liability. As will be described in greater detail, the Debtor filed bankruptcy as a means of managing its liability for these depraved actions against some of the most vulnerable members of society.

Providing fair and equitable compensation for survivors of Abuse and reorganizing to enable the Debtor to continue its mission to serve the needs of the faithful within the Diocese of Oakland are the focal points of the Plan. The tragedy of the Abuse by those purporting to do the missionary work of the Church is impossible to overstate. Instead of fulfilling this mission, these perpetrators inflicted harm and suffering. The Abuse was and is inexcusable. It not only deeply impacted the survivors, but it also affected the faithful and the community the Debtor serves.

A. Survivors’ Trust Assets / Plan Contributions

i. Contributions from the Debtor and Other Contributing Entities.

To compensate the victims and survivors of sexual abuse, the Plan establishes a Survivors’ Trust funded with the Survivors’ Trust Assets. The Survivors’ Trustee will liquidate the Survivors’ Trust Assets and distribute the proceeds to the Holders of Abuse Claims and Unknown Abuse Claims, pursuant to the procedures contained in the Survivors’ Trust Distribution Plan (part of the Survivors’ Trust Documents attached hereto as Exhibit F).²

On the Plan’s Effective Date (the date after confirmation when the Plan becomes Effective), the Plan will create a Survivors’ Trust for the purpose of paying distributions to Holders of Class 4 and Class 5 Claims, which are the two Classes of Abuse Claims under the Plan. The Survivors’ Trust will be funded with (a) \$115 million in cash contributed by the Debtor over a five-year period and (b) \$28.5 million in cash contributed by RCWC contingent on the number of Releases it secures from those Holders of Class 4 Claims and Class 5 Claims who have asserted liability against RCWC in connection with an Abuse Claim (described further below). The Debtor will also contribute and assign to the Survivors’ Trust the rights and obligations of the Debtor in the Non-Settling Insurer Policies.

More specifically, the Survivors’ Trust will receive the following contributions from the Debtor and RCWC (together, the “Contributing Entities”) on the following schedule:

- On the Effective Date:
 - From the Debtor: \$63.0 million in cash
 - From RCWC: \$2.0 million in cash
- On the first anniversary of the Effective Date: \$10.0 million from the Debtor and \$4.0

² Distributions to Abuse Claimants may be subject to fee agreements between Holders of Abuse Claims and their legal counsel. The Debtor has no information on any such agreements. Legal counsel to Holders of Abuse Claims are obligated to comply with Rules 1.5 and 1.5.1 of the California Rules of Professional Conduct and Cal. Bus. & Prof. Code § 6147 in connection with any fees charged to Holders of Abuse Claims.

1 million from RCWC;

- 2 • On the second anniversary of the Effective Date: \$10.0 million from the Debtor and \$4.0 million from RCWC;
- 3 • On the third anniversary of the Effective Date: \$10.0 million from the Debtor and \$6.0 million from RCWC;
- 4 • On the fourth anniversary of the Effective Date: \$10.0 million from the Debtor and \$6 million from RCWC; and
- 5 • On the fifth anniversary of the Effective Date: \$12.0 million from the Debtor and \$6.5 million from RCWC.

7 Contributions of any kind by the Contributing Entities are referred to as the “Contributing Entities’ Contributions,” the cash component of which is the “Contributing Entities’ Cash Contributions.”

8
9 The Debtor Cash Contribution to the Survivors’ Trust will be facilitated in part by a \$55 million loan from RCC. The remaining Debtor Cash Contribution will come from unrestricted cash including without limitation unrestricted cash raised from the sale of real estate owned by the Debtor or Adventus, one of the Non-Debtor Catholic Entities, as described in more detail below. The RCWC Cash Contribution will come from unrestricted cash including unrestricted cash raised from the sale of real estate owned by RCWC and is based on the number of Abuse Claims asserting liability against it that do not affirmatively “opt out” of the third-party releases.

12
13 The Contributing Entities’ Cash Contributions to the Survivors’ Trust will be not less than the Debtor’s aggregate contribution of \$115.0 million. RCWC is not a debtor in the Chapter 11 Case, meaning it must make a contribution to the Debtor’s reorganization in order to receive the benefits of the releases being granted by consenting Holders of Class 4 and Class 5 Claims pursuant to Section 13.9 of the Plan. RCWC is willing to contribute \$28.5 million to the Survivors’ Trust in return for releases from 100% of those Abuse Claimants asserting liability against RCWC or one of its member schools in their Proofs of Claim submitted in this Chapter 11 Case. If less than 100% of all RCWC Claimants grant RCWC a release pursuant to Section 13.9 of the Plan, then the RCWC Cash Contribution, and each of its installment payments, shall be reduced by a percentage proportional to the percentage of RCWC Claimants who opt out of granting RCWC such Release. An example contribution scenario is described in Section 9.3.2.1 of the Plan and Article VII.E.2.a herein.

18
19 The Debtor shall also contribute any proceeds held by the Debtor or the Reorganized Debtor on account of any Insurance Settlement Agreements finalized and effectuated prior to the Effective Date, if any, and the Assigned Insurance Interests, all as set forth in Article VIII and Sections 9.3.4 and 9.3.5 of the Plan.

21 **ii. Why the Contributions from the Debtor and Other Contributing Entities Support a Finding That The Plan Is Fair And Equitable**

22
23 The Debtor firmly believes the Contributing Entities’ Contributions, in the aggregate, accomplish the dual goals of fairly compensating Holders of Abuse Claims and allowing the Debtor to continue its mission to serve the Catholic faithful and those who need its services and ministries in the East Bay area. The basis for this belief is three-fold.

25 First, the Contributing Entities’ Contributions exceed, in the aggregate and on a per-Abuse Claim basis, the equivalent contributions from debtors in recent diocesan bankruptcy cases the Debtor believes are comparable to this diocesan bankruptcy case.

27 Second, the Plan maximizes the Debtor’s assets available to pay creditors while allowing the Debtor to continue its mission, as described more fully below. The Debtor believes it is using the most it

28 **THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION**

1 is able to use from its assets available to pay creditors and that the remaining assets are needed to allow
2 the Debtor to continue its mission. Perhaps most materially, the Plan reflects the Debtor's willingness to
3 make deep sacrifices by liquidating assets in order to compensate survivors of sexual abuse in a way that
4 is fair and equitable pursuant to Section 1129(b)(2) of the Bankruptcy Code. The Plan contemplates the
5 following contributions from the Debtor, totaling \$115 million:

- 6 • The \$63 million Initial Debtor Contribution (to be paid to the Survivors' Trust on the
7 Effective Date) reflects the maximum amount cash the Debtor can contribute to the
8 Survivors' Trust on the Effective Date while allowing the Debtor to continue its mission.
 - 9 ○ The Debtor will obtain a loan of \$55 million from RCC on the Effective Date. This
10 is the largest amount RCC is willing and able to loan to the Debtor. RCC is the
11 only viable and realistic exit financing party available to the Debtor.
 - 12 ○ \$53 million of the RCC loan will be transferred to the Survivors' Trust on the
13 Effective Date. The balance of the exit facility loan from RCC will be used to fund
14 the Reorganized Debtor's operations.
 - 15 ○ The remaining \$10 million of the Initial Debtor Contribution will be paid from cash
16 reserves set aside to pay creditors or from the sale of real estate as described below.
- 17 • The \$52 million dollars to be contributed by the Reorganized Debtor to the Survivors' Trust
18 during the five years following the Effective Date reflects the maximum amount of cash
19 the Debtor can contribute to the Survivors' Trust while allowing the Reorganized Debtor
20 to continue its mission. The Reorganized Debtor will meet its contribution obligations –
21 which include the \$52 million dollars to be contributed to the Survivors' Trust and the
22 amounts needed to service the existing and contemplated debt obligations to RCC – by
23 selling real estate (including some Church property and including both vacant and non-
24 vacant land). During each of the four years following the Effective Date, the Reorganized
25 Debtor will transfer to the Survivors' Trust \$10 million dollars of proceeds from the sale
26 of such real estate. In the fifth year, the Reorganized Debtor will transfer \$12 million of
27 proceeds. The Reorganized Debtor will supplement contributions to the Survivors' Trust
28 with additional unrestricted cash if necessary to meet its commitment to contribute \$52
million dollars to the Survivors' Trust during the five years following the Effective Date.

More specifically, the Reorganized Debtor will liquidate the following real estate to support the funding
of the Plan:

- The Reorganized Debtor will either utilize as collateral for the loan RCC will make to the
Debtor in support of the Plan or liquidate all twelve vacant real estate parcels titled in the
name of the Debtor which are not part of a larger parcel containing a Church or ministry-
related building.
- The Reorganized Debtor will either utilize as collateral for the loan RCC will make to the
Debtor in support of the Plan or liquidate vacant portions of eighteen real estate parcels
titled in the name of the Debtor which the Debtor has determined may be liquidated while
allowing the Debtor to continue its mission, even though they are each part of a larger
parcel which includes a Church or ministry-related building which is currently operating.
- The Reorganized Debtor will either utilize as collateral for the loan RCC will make the to
the Debtor in support of the Plan or liquidate the Debtor-owned portions of twelve real
property locations on which Churches currently operate either as primary or secondary
locations.

- The Reorganized Debtor will liquidate seven residential homes and Adventus will liquidate one residential home and contribute the proceeds to the Reorganized Debtor, all of which are currently used in connection with the Debtor’s ministry.
- Furrer Properties, Inc. will liquidate the three parcels of property on which Cooper’s Mortuary operates and which includes a four-unit apartment building (three total parcels of real estate) and contribute the proceeds to the Reorganized Debtor.
- If necessary to use as a source of collateral for the RCC loan, RCBO will utilize other real estate currently being used in support of the Debtor’s ministry.

Previous versions of the Plan required the Debtor to transfer title of certain real property owned by Adventus to the Survivors’ Trust. The real property is located at 3658 Las Colinas Road, Livermore, California (the “Livermore Property”). Adventus would have approved the transfer of the Livermore Property to the Debtor upon confirmation of the Plan, and the Debtor would have in turn transferred the Livermore Property to the Survivors’ Trust on the Effective Date. The Livermore Property consists of approximately 122.5 acres of vacant land with no on-site improvements. It is currently zoned for agricultural use. The Debtor believes the Livermore Property is worth between \$43 million and up to approximately \$81 million or more if it is entitled for residential development, such that the sale of the Livermore Property by the Survivors’ Trustee could have increased the Survivors’ Trust Assets by that amount (and perhaps more).³

The Debtor has spent considerable time working with the City of Livermore to permit the Livermore Property to be developed for residential use. This work is ongoing. On or about February 23, 2025, the Livermore City Council unanimously approved a request by the city’s planning staff to negotiate a housing development agreement in relation to the Livermore Property. The Debtor hopes that these negotiations will lead to a re-zoning of the Livermore Property to allow residential use. The Committee, however, informed the Debtor and the Bankruptcy Court that it opposed the transfer of the Livermore Property to the Survivors’ Trust, claiming the property was of uncertain value and objecting to the Survivors’ Trust having to complete the re-entitlement process in order to increase the property’s value. The Debtor removed the Livermore Property from the list of Survivors’ Trust Assets. The Debtor will continue working to re-entitle the Livermore Property after the Effective Date. The Debtor is considering whether the Livermore Property could be used as collateral for the RCC loan, provided that Adventus would be willing to use the property for that purpose.

Third, many of the Debtor’s assets are either necessary for it to maintain basic operations – including for Churches within the Diocese of Oakland – or were donated to the Debtor for a specific, restricted purpose. Because the Debtor is a charitable entity, California law imposes limitations on the use of property donated subject to a restriction on use. *See* Cal. Bus. and Prof. Code § 17510.8 (“acceptance of charitable contributions by a charity . . . establishes a charitable trust and a duty on the part of the charity . . . to use those charitable contributions for the declared charitable purposes for which they are sought”). Consequently, the Debtor may not use assets donated for a specific purpose for any other purpose. In other words, the Debtor cannot use assets donated for the purpose of corporal works of mercy (e.g. feeding the hungry, sheltering the homeless, visiting the sick or imprisoned), to pay operational expenses, or to pay its creditors. Many of the Debtor’s cash assets are restricted in this manner.

Based on the foregoing, the Plan reflects the Debtor’s careful analysis of its real estate assets, including how each asset contributes to the Debtor’s mission and measures that would need to be taken to make those each asset salable, and inherently depends on the sale or encumbering of certain real estate. Some of the real estate to be sold will be vacant or mostly-vacant land adjacent to one of the Churches.

³ As discussed in the Committee Letter attached hereto as Exhibit G, the Committee contests this valuation.

1 Some of the real estate to be sold will include land on which Churches presently sit and operate. In the
2 case of the latter, this means those locations would not be used for church services or any other aspects of
the Catholic faith and mission after they are sold.

3 The Debtor recognizes the sale of valuable real property, particularly “full sites” currently used in
4 the Debtor’s ministry, is a painful outcome for the Debtor and many Catholics. Nonetheless, the Debtor
is making this sacrifice voluntarily for the benefit of Survivors in this bankruptcy case. The sale of real
5 property on which a Church currently sits and operates, or which is used in its ministry, would not happen
in a forced liquidation under chapter 7 of the Bankruptcy Code. Under applicable U.S. Supreme Court and
6 Ninth Circuit case law, the Debtor cannot be forced to sell real estate on which it operates one of the
Churches. *See Security Farms v. Gen. Teamsters, Warehouseman and Helpers Union, Local 890 (In re*
7 *Gen. Teamsters, Warehouseman and Helpers Union, Local 890)*, 265 F.3d 865, 877 (9th Cir. 2001); *see*
also *Hosanna-Tabor Evangelical Lutheran Church and School v. E.E.O.C.*, 565 U.S. 171, 188-190) (in
8 the context of the ministerial exception to federal employment discrimination laws, First Amendment
Religion Clauses prohibit “government interference with an internal church decision that affects the faith
and mission of the church itself”). Here the Debtor is willing to sell some of its property, including Church
9 property, pursuant to a confirmed Plan to achieve the dual goals of this Chapter 11 Case.

10 **iii. Potential Settling Insurer Contributions and the Insurance Assignment.**

11 The Plan provides that Non-Settling Insurers may become Settling Insurers and provides for
settlement proceeds resulting therefrom to be used to further supplement recoveries to Trust Claims. To
12 the extent no settlement with a particular Non-Settling Insurer is achieved, the Plan establishes a
framework for post-confirmation litigation for Trust Claimants seeking recovery from Non-Settling
13 Insurers through the Litigation Option.

14 The Debtor engaged in extensive and tireless mediation with the Insurers over the Insurance
Assignment. The Debtor and Insurers have reached agreement on a term sheet that would allow the Debtor
15 to assign its rights and obligations under the Abuse Insurance Policies, but not the Policies themselves, to
the Survivors’ Trust upon the Effective Date. The Plan – chiefly, but not exclusively, Article VIII of the
16 Plan – reflect, in the Debtor’s view, the agreed-upon term sheet.⁴

17 As set forth in detail below, there are significant unresolved legal issues with respect to the
Insurance Assignment. The Debtor strongly encourages all Holders of Abuse Claims to refer to the Risk
18 Factors section below, specifically Article XVIII(A), regarding the relative positions of the parties.

19 **iv. Potential Additional Contributions.**

20 The Plan further provides that other Non-Debtor Catholic Entities (in addition to RCWC), such as
religious orders, may make contributions and receive treatment similar to RCWC. All such parties
21 (including RCWC) are referred to as the “Contributing Non-Debtor Catholic Entities.” Collectively, any
tangible or intangible assets held by the Survivors’ Trust are referred to herein as the “Survivors’ Trust
22 Assets.”

23 On the Effective Date, the Survivors’ Trust will segregate \$5.0 million of the Initial Debtor
Contribution into the Unknown Abuse Claims Reserve for the benefit of Holders of Class 5 Claims.
24

25
26
27 ⁴ As discussed in the Committee Letter, the Committee does not support the agreement between the Debtor
and the Insurers embodied herein.

1 **B. Comparison to Other Diocesan/Religious Order Cases**

2 The Debtor believes the treatment proposed in the Plan is fair and equitable to its creditors and
3 represents a greater recovery—on a claimant-by-claimant basis—based on contributions from the Debtor
4 itself when compared with prior, similar bankruptcy cases.⁵ At Confirmation the Debtor will present
5 unassailable evidence demonstrating this.

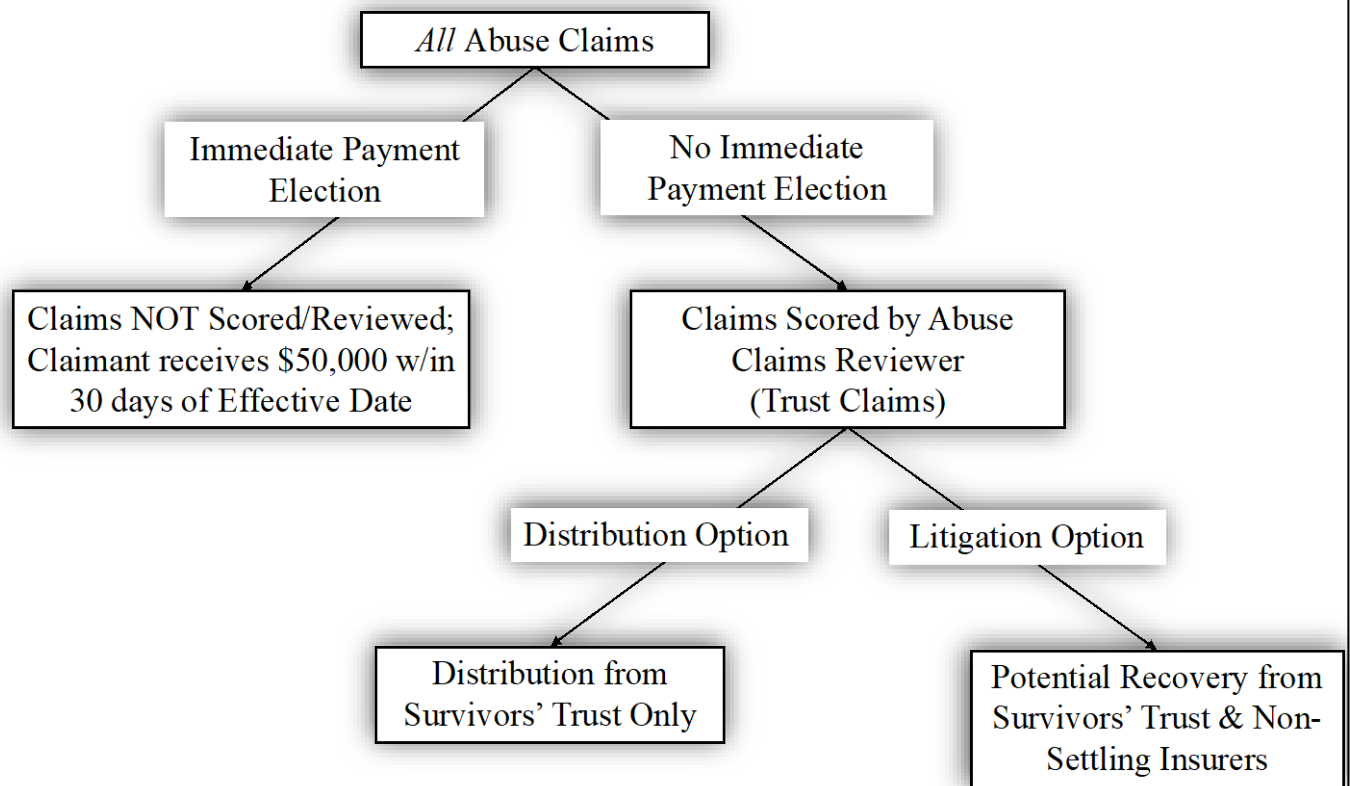
6 Assuming: 1) the stated values of the Contributing Entities' Cash Contributions, and 2) approximately
7 345 unique Abuse Claims will ultimately receive distributions, the average per Claim distribution to
8 Holders of Class 4 Claims is \$401,449.28 (based on available cash contributions of \$138,500,000.00). It
9 is not possible to calculate an average per claim distribution to Holders of Class 5 Claims (Unknown
10 Abuse Claims). Holders of Class 5 Claims will be eligible to receive their pro rata share of the Unknown
11 Abuse Claims Reserve (\$5,000,000.00) within the first five years after the Effective Date. Thereafter, any
12 remaining amount from the Unknown Abuse Claims Reserve will be absorbed into the Survivors' Trust
13 Assets and made available for distribution to Holders of Class 4 Claims in accordance with the terms of
14 the Plan. In addition, these potential average per-Claim distributions do not include: 1) the value of
15 the Assigned Insurance Interests and potential associated recoveries, including by Abuse Claimants who
16 select the Litigation Option under Section 9.8.4 of the Plan, 2) possible settlements with Settling Insurers
17 prior to the Effective Date of the Plan, if any, and 3) additional possible contributions from other
18 Contributing Non-Debtor Catholic Entities besides RCWC.

19 Because the Immediate Payment Option pays less (\$50,000) than the projected per-claimant
20 average values under the Plan, every Abuse Claimant that elects the Immediate Payment Option increases
21 the projected per-claimant average for all other Abuse Claimants. By way of example, assuming total
22 cash contributions of \$138,500,000, if ten Abuse Claimants elect the Immediate Payment Option, the per
23 Claim distribution increases to \$411,940.30. If twenty-five claimants elect the Immediate Payment
24 Option, the per Claim distribution increases to \$428,906.25. The tradeoff, as described below, is that
25 Abuse Claimants electing the Immediate Payment Option: 1) receive their payment within 30 days of the
26 Effective Date of the Plan, and 2) do not have their Abuse Claims scored or reviewed in any way.

27 **C. Plan Mechanics**

28 The following subsections outline the decisions Abuse Claimants make under the Plan regarding
their potential distributions from the Survivors' Trust. Those decisions (and the outcomes therefrom) can
be represented graphically as follows:

⁵ As discussed in the Committee Letter, the Committee disagrees with this assertion.



i. Immediate Payments.

The Plan provides the option for Abuse Claimants to elect to receive an Immediate Payment within 30 days of the Effective Date in the amount of \$50,000. If an Abuse Claimant elects to receive an Immediate Payment, all recovery on their Abuse Claim is limited to the Immediate Payment. For the avoidance of doubt, an Abuse Claimant who elects to receive an Immediate Payment shall not be permitted to seek any additional recovery on account of the Abuse Claim from any other party, including Non-Settling Insurers. Correspondingly, Abuse Claims of Claimants that elect the Immediate Payment will not be scored or subject to Claim objections.

ii. Initial Determination / Claims Scoring.

After the Effective Date, the Abuse Claims Reviewer will score all remaining Abuse Claims (defined as “Trust Claims”) and issue a letter to each Holder of such Claims (“Trust Claimants”) regarding the scoring of their specific Claim (the “Initial Determination”). The purpose of the scoring is to calculate each Trust Claimant’s *pro rata* share of projected distributions. The Initial Determination will include a projected total recovery for the Trust Claimant based on the anticipated Survivors’ Trust Assets available for distribution. The purpose of the Initial Determination is to provide information about *projected* distributions to Trust Claimants. Actual distributions may change based on, among other things, recoveries for Litigation Claimants from Non-Settling Insurers that free up additional funds for Distribution Claimants.

As set forth in the Trust Distribution Plan, the scoring process works as follows:

- First, the Abuse Claims Reviewer applies Initial Criteria to determine whether any incurable defects exist with respect to a Trust Claim. These criteria include whether the

1 Trust Claim was timely submitted, substantially completed and signed, is duplicative of
2 another Trust Claim, or was previously resolved through litigation or settlement;

- 3 • Second, the Abuse Claims Reviewer applies General Criteria intended to determine
4 whether the Trust Claim adequately describes the alleged abuse, alleged perpetrator,
5 location of abuse, and legal liability of the Debtor or another party; and,
- 6 • Third, the Abuse Claims Reviewer applies Evaluation Factors to score the claim on a scale
7 from 1-100. The Evaluation Factors include the nature of the abuse (in terms of duration,
8 frequency, level of severity and degree of intrusiveness, etc.), the impact of the abuse (in
9 terms of mental and physical health, spiritual well-being, interpersonal relationships, etc.);
10 prior recoveries, if any, from other parties; and the claimant's involvement in bringing the
11 abuse to light for the benefit of all Trust Claimants.

8 After scoring each Trust Claim, the Abuse Claims Reviewer will calculate the value of an
9 individual "point." The point value will be determined by dividing (a) the total dollars available for
10 distribution to Trust Claims by (b) the total of points among the individual Trust Claims. For example:

- 10 • Assume there are 345 claimants holding Trust Claims with an average score of 50 points
11 per claim.
- 12 • 50 points per claim multiplied by 345 claims yields 17,250 total points.
- 13 • Assuming a total distributable amount of \$138.5 million, each point would be valued at
14 \$8,028.99 (\$138.5 million divided by 17,250 points).

14 Accordingly, Trust Claims assigned 25, 50, and 75 points would receive projected total recoveries of
15 \$200,724.75, \$401,449.50, and \$602,174.25 from the Survivor's Trust, respectively.

16 Following receipt of the Initial Determination, Trust Claimants get 30 days to request re-review of
17 the Initial Determination by the Abuse Claims Reviewer with the option to submit additional
18 documentation or information that such Claimant believes should be considered (the "Review
19 Determination"). If sought, the Review Determination shall be the "Final Determination." If no Review
20 Determination is sought, the Initial Determination shall be the Final Determination.

19 **iii. Distribution Option vs. Litigation Option.**

20 All Trust Claimants will have 90 days from issuance of their respective Initial Determination to
21 elect one of two paths as to their Trust Claim: 1) acceptance of a distribution solely from the Survivors'
22 Trust (the "Distribution Option"), or 2) pursuit of litigation that could yield recovery from an insurer, if
23 any (the "Litigation Option"). Claimants that do not make an election will be deemed to have chosen the
24 Distribution Option.

23 On the 91st day following issuance of all Initial Determinations by the Abuse Claims Reviewer,
24 the Survivors' Trustee will know: 1) how many Trust Claimants chose the Distribution Option
25 ("Distribution Claimants"), and 2) how many Trust Claimants chose the Litigation Option ("Litigation
26 Claimants"). Following resolution of the last Review Determination, the Survivors' Trustee will know
27 the total number of points of Trust Claims and be able to project *pro rata* shares of anticipated distributions
28 to Trust Claimants.

26 At that point:

27 For Trust Claimants that chose the Distribution Option:

- 1 • The Survivors' Trustee will make his Initial Distribution, which shall be comprised of such
2 Trust Claimant's *pro rata* share of the Survivors' Trust Assets existing on that date, less
3 reasonable reserves for the Survivors' Trust.
- 4 • Upon receipt of additional Cash Contributions, the Survivors' Trustee will make
5 such Additional Distributions as are necessary and appropriate, which shall be comprised
6 of such Trust Claimant's *pro rata* share thereof, less reasonable reserves for the Survivors'
7 Trust. Whether and when to make Additional Distributions prior to the Final Distribution
8 shall be within the discretion of the Survivors' Trustee.

9 For Trust Claimants that chose the Litigation Option:

- 10 • The Survivors' Trust shall reserve the amount of the projected distribution based on the
11 Final Determination pending the outcome of the litigation. As the Survivors' Trust
12 receives additional Cash Contributions, the Survivors' Trust shall increase the reserve
13 commensurately (the "Reserved Amount").
- 14 • The Trust Claimant shall be allowed to resume or institute (as appropriate) litigation against
15 the Debtor (in name only) to establish coverage liability and damages for the Trust
16 Claimant's Abuse Claim as against the applicable Non-Settling Insurer(s). As to the
17 liability of the Debtor (as assumed by the Survivors' Trust):
 - 18 ○ If the litigation yields a judgment against the Debtor (in name only) (the "Judgment
19 Amount") that is lower than the Reserved Amount, the Judgment Amount
20 controls. Any excess in the reserve will be reallocated for payment to Distribution
21 Claimants.
 - 22 ○ If the litigation yields a Judgment Amount against the Debtor (in name only) that
23 is higher than the Reserved Amount, the Reserved Amount controls.
- 24 • If the litigation yields a judgment covered by insurance, the amount of such coverage shall
25 be paid by the responsible Insurer(s) directly to such Trust Claimant following recovery.
- 26 • Following resolution of each Litigation Option case, the Survivors' Trustee will make
27 a Litigation Distribution to each such Litigation Claimant in an amount equal to the lesser
28 of: 1) the Reserved Amount, or 2) the Judgment Amount, both amounts being subject to
reasonable reserves.
 - If: 1) the Survivors' Trust subsequently receives additional Survivors' Trust Assets
that would have increased the reserve for a Litigation Claimant, and 2) the
Litigation Distribution was less than the Judgment Amount, the Survivors' Trustee
can make additional Litigation Distributions to such claimant up to the Judgment
Amount, *provided however*, that in no event can a Litigation Claimant receive more
than the total amount of his or her judgment from all sources.
 - Any excess in the reserve for a Litigation Claimant will be reallocated for payment
to all Distribution Claimants in their *pro rata* share.

Following resolution of the last Trust Claim of the last Trust Claimant that chose the Litigation Option, the Survivors' Trustee will make the Final Distribution to Distribution Claimants, which shall be comprised of such Trust Claimants' *pro rata* shares of all remaining Survivors' Trust Assets, including reserves.

1 **D. Non-Monetary Commitment to Healing and Reconciliation**

2 The final key aspect of the Plan is the continuation of the Debtor’s Mission to Effect Reconciliation
3 and Compensation, which constitutes its non-monetary commitment pursuant to the Plan. Bishop shares
4 the conviction of His Holiness Pope Francis, expressed on February 2, 2015, that “everything possible must
5 be done to rid the Church of the scourge of the sexual abuse of minors and to open pathways of reconciliation
6 and healing for those who were abused ...” As such the Bishop, on behalf of himself and the Debtor, pledges
7 and agrees to continue the good work outlined in Article IV(G), below.

8 The abuse of children and vulnerable adults has no place in the Diocese of Oakland, specifically,
9 or the Roman Catholic Church, generally. The Debtor will do everything in its power to prevent such
10 abuse.

11 **ARTICLE II**

12 **GENERAL INFORMATION**

13 On May 8, 2023, (the “**Petition Date**”), the Debtor filed a voluntary chapter 11 petition with the
14 Bankruptcy Court. Since the Petition Date, the Debtor has remained in possession of its assets and has
15 continued to own, operate, and manage its affairs pending the approval of a plan of reorganization in
16 accordance with the provisions of the Bankruptcy Code.

17 On May 23, 2023, the U.S. Trustee appointed the Committee in this Chapter 11 Case pursuant to
18 section 1102 of the Bankruptcy Code. The Committee is comprised of individuals who assert claims of
19 sexual abuse against the Debtor. The individual members of the Committee are represented by counsel
20 that collectively represent approximately forty-five percent (45%) of all Abuse Claimants who have
21 asserted Abuse Claims against the Debtor.

22 The Plan sets forth, among other things, the proposed treatment of Claims and other interests in
23 accordance with the Bankruptcy Code. This Disclosure Statement is intended to explain the Plan and
24 provide such information to Holders of Claims as may be deemed material, important, and necessary so
25 that they may make reasonably informed decisions in exercising their right to vote for acceptance of the
26 Plan. A copy of the Plan is included with this Disclosure Statement as **Exhibit A**. If the Plan and this
27 Disclosure Statement are not consistent, the terms of the Plan control. Capitalized terms used in this
28 Disclosure Statement but not otherwise defined herein shall have the meanings ascribed to them in the
Plan.

The Plan provides for the financial restructuring of the Debtor and the resolution of all, or
substantially all, Claims against the Debtor, including, without limitation, the resolution of all Abuse
Claims against the Debtor.

A. Releases and Exculpations

The Contributions set forth in the Plan are the result of extensive negotiations regarding, among
other things, the extent of liability faced by each entity, the ability of each entity to pay, and insurance
coverage available for the types of Claims being satisfied through the Survivors’ Trust. In exchange for
the contributions to the Survivors’ Trust, (a) the Debtor and Reorganized Debtor, (b) the Contributing
Non-Debtor Catholic Entities, (c) the Settling Insurers, if any, and (d) each of the foregoing Persons’
respective Related Persons shall receive the benefit of certain releases, exculpation (to the extent permitted
under applicable Ninth Circuit law including without limitation *Blixseth v. Credit Suisse*, 961 F.3d 1074
(9th Cir. 2020)), and injunctions, which are summarized below, and set forth more specifically later in
this Disclosure Statement and in the Plan.

1 **Exculpation.** The Plan provides certain exculpation
2 provisions which are typical and customary in chapter 11 plans. The
3 provisions provide that the (a) the Exit Facility Lender, (b) the
4 Debtor, including the Churches, (c) the Reorganized Debtor,
5 including the Churches, (d) the Committee, (e) the Committee's
6 members, (f) each Contributing Non-Debtor Catholic Entity, (g) the
7 College of Consulters of the Diocese of Oakland and each of its
8 members, (h) The Diocese of Oakland Finance Council and each of
9 its members, (i) the Presbyteral Council of the Diocese of Oakland
10 and each of its members, (j) the Mediators, (k) the Unknown Abuse
11 Claims Representative, and (l) for each of the foregoing, their
12 respective officers, directors, agents, employees, equity holders,
13 attorneys, financial advisors, accountants, representatives, and other
14 duly authorized employed Professionals in this Bankruptcy Case,
15 will be released from certain of their acts and omissions that
16 occurred from the Petition Date through Effective Date, or in
17 preparation of the Chapter 11 Case. None of these parties will be
18 exculpated from claims arising from the gross negligence, willful
19 misconduct, fraud, or breach of the fiduciary duty of loyalty.

20 **Releases.** The Plan provides that the Released Parties (as
21 defined therein), will be granted releases and a channeling
22 injunction regarding certain claims, including all Abuse Claims. If
23 the Plan is confirmed, Abuse Claimants will not be able to recover
24 directly from or pursue further litigation against such parties,
25 including the Contributing Non-Debtor Catholic Entities, and Abuse
26 Claimants' recoveries on account of their Abuse Claims will be
27 limited by the terms of the Plan.

28 **Injunctions.** The Plan provides for certain injunctions,
including a channeling injunction which will channel certain
Claims, including all Abuse Claims against the Debtor or any of the
Contributing Non-Debtor Catholic Entities, into the Survivors'
Trust. This means that any holder of a Claim that is channeled will
no longer be permitted to pursue their Claim except as set forth in
the Plan.

The exculpations, releases, and injunctions contained in the Plan are an integral part of the Debtor's overall restructuring efforts and were an essential element of the negotiations among the parties and in obtaining the support of the Debtor and the Contributing Non-Debtor Catholic Entities for the Plan. **Each Holder of an Abuse Claim has the ability to be exempted from the releases and channeling injunction provisions of the Plan relating to the Contributing Non-Debtor Catholic Entities by affirmatively withholding consent or "opting out" of such releases and injunctions on the Abuse Claim Ballot. Opting out of the releases for Contributing Non-Debtor Catholic Entities, specifically RCWC, does not change the proposed treatment for any Holder of an Abuse Claim. As described above, however, it may change the amount contributed by RCWC to the Survivors' Trust Assets.**

An Abuse Claimant may be deemed to have granted releases to third-party Contributing Non-Debtor Catholic Entities under the Plan. An Abuse Claimant is deemed under the Plan to have consented to the release of the Contributing Non-Debtor Catholic Entities pursuant to Section 13.9 of the Plan if: 1) the Abuse Claimant returns a ballot voting for *or* against the Plan, *and* 2) the Abuse Claimant does not check the box indicating they opt out of the third-party release in favor of Contributing Non-Debtor Catholic Entities. An Abuse Claimant that does not return a ballot will not be deemed to release the Contributing Non-Debtor Catholic Entities.

1 **If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders**
2 **of Claims against the Debtor, including all Abuse Claimants, will be bound the by the terms of the**
3 **Plan and the transactions contemplated thereby, including the release provisions contained therein**
4 **(including Holders of Claims who do not submit Ballots to accept or reject the Plan or who are not**
5 **entitled to vote on the Plan, but excluding Holders of Abuse Claims who are entitled to, and**
6 **affirmatively do, opt out of the release and channeling injunction provisions contained in the Plan).**

7 The Plan further provides that Allowed Administrative Expense Claims, Priority Tax Claims, Non-
8 Tax Priority Claims, Professional Fee Claims, and Secured Claims will be paid in full as set forth herein,
9 that all General Unsecured Claims will be paid by the Reorganized Debtor over the course of one year
10 following the Effective Date, that all Abuse Claims will be channeled to the Survivors' Trust, that the
11 Debtor will be able to restructure its financial affairs, and that the Reorganized Debtor will be able to
12 continue the mission and ministry of the Catholic Church, including through its work with the elderly,
13 poor, incarcerated, vulnerable populations, and the Catholic community as a whole, and to address the
14 spiritual needs of those harmed by the Abuse crisis.

15 In the opinion of the Debtor, the treatment of Claims under the Plan provides an opportunity for
16 greater recovery for Creditors than that which is likely to be achieved under other alternatives.
17 **Accordingly, the Debtor believes that confirmation of the Plan is in the best interests of, and**
18 **provides the highest and most expeditious recoveries to, Holders of Claims against the Debtor. All**
19 **creditors entitled to vote, therefore, are urged to vote to accept the Plan.**

20 **As set forth in the Committee Letter and throughout this Disclosure Statement, the**
21 **Committee does not support this Plan.**

22 **B. Summary of Voting Procedures**

23 1. Vote Solicitation and Deadline.

24 To be counted, your Ballot must be received, pursuant to the following instructions, by
25 Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), on or before **5:00 p.m. (prevailing**
26 **Pacific Time) on _____, 2025** (the “Voting Deadline”):

27 **If by first class mail, overnight courier or hand delivery:**

28 The Roman Catholic Bishop of Oakland – Ballot Processing c/o Verita
29 222 N. Pacific Coast Highway, 3rd Floor
30 El Segundo, CA 90245

31 **By electronic, online submission:**

32 Please visit <https://www.veritaglobal.net/rcbo/>. Click on the “E-Ballot”
33 section of the Debtor’s website and follow the directions on your Ballot to
34 submit your E-Ballot. If you choose to submit your Ballot via Verita’s E-
35 Ballot system, you should not also return a hard (paper) copy of your
36 Ballot.

37 **IMPORTANT NOTE: You will need a unique E-Ballot ID Number that will be**
38 **provided with your Ballot.**

39 **IF YOU HOLD A CLAIM ENTITLED TO VOTE:**

40 Please (i) complete the information requested on the Ballot; (ii) sign, date, and indicate your vote to accept
41 or reject the Plan; and (iii) return the completed Ballot in the enclosed pre-addressed, postage-paid

42 **THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION**

1 envelope, or by one of the other methods described above, so that it is actually received by Verita on or
2 before the Voting Deadline.

3 **DO NOT RETURN ANY INVOICES, DEBT INSTRUMENTS, NOTES, OR
4 CERTIFICATES THAT YOU MAY HAVE WITH YOUR BALLOT.**

5 **ANY BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE
6 COUNTED, NOR WILL ANY BALLOTS RECEIVED BY TELECOPY OR EMAIL BE
7 ACCEPTED.**

8 **IF YOU HAVE QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A
9 RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE AN ELECTRONIC COPY
10 OF THE DISCLOSURE STATEMENT AND THE PLAN, OR NEED PHYSICAL COPIES OF
11 THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTOR'S
12 SOLICITATION AND CLAIMS AGENT, VERITA, BY EMAIL AT
13 RCBOINFO@VERITAGLOBAL.COM OR BY CALLING (888)-733-1425 (U.S./CANADA) OR
14 (310)-751-2631 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A MEMBER OF
15 THE DEBTOR'S BALLOTING TEAM.**

16 **2. Importance of Your Vote.**

17 Your vote is important. The Bankruptcy Court defines acceptance by a Class of Claims as
18 acceptance of at least two-thirds in amount and a majority in number of Allowed Claims in the Class that
19 vote. Only the Ballots of those Holders of Claims who actually vote are counted for purposes of
20 determining whether a Class voted to accept the Plan. Your failure to vote will leave to others the decision
21 to accept or reject the Plan.

22 **3. Third-Party Release Opt-Out for Abuse Claimants**

23 If you are the Holder of an Abuse Claim in Class 4 or Class 5, the Ballot includes a checkbox
24 allowing you to opt-out of the non-debtor releases. If you wish to opt-out of the release provided under
25 Section 13.9 of the Plan to non-debtor parties, you must check the box on the Ballot indicating that you
26 wish to opt-out and return the Ballot by the Voting Deadline set forth above. If you do not return a Ballot,
27 you will not be deemed to have opted out of the third-party release in Section 13.9 of the Plan.

28 **IF YOU HOLD AN ABUSE CLAIM AND RETURN THE BALLOT CASTING A VOTE
IN FAVOR OF OR AGAINST THE PLAN, YOU WILL BE DEEMED TO CONSENT TO THE
THIRD-PARTY RELEASE IN THE PLAN AND DESCRIBED IN SECTION III.F AND
ARTICLE XIII, BELOW, UNLESS YOU CHECK THE OPT-OUT BOX ON THE BALLOT. ANY
ATTEMPT TO OPT-OUT OF THE RELEASES THROUGH A DIFFERENT METHOD WILL
NOT BE EFFECTIVE.**

C. Overview of Chapter 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter
11, a debtor is authorized to reorganize its business for the benefit of itself and its creditors. In addition
to permitting rehabilitation of a debtor, another goal of chapter 11 is to promote equality of treatment for
similarly situated creditors and interest holders with respect to any distribution of a debtor's assets.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and
equitable interests of the debtor as of the filing date. The Bankruptcy Code provides that the debtor may
continue to operate its business and remain in possession of its property as a "debtor in possession." Upon
filing a petition for chapter 11 relief and during the pendency of a case, the Bankruptcy Code imposes an
automatic stay against creditors' attempts to collect or enforce, through litigation or otherwise, claims

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1 against the debtor. The automatic stay provisions of section 362 of the Bankruptcy Code, unless modified
2 by court order, will generally prohibit or restrict attempts by creditors to collect or enforce any claims that
arose prior to the commencement of the chapter 11 case against the debtor.

3 The Bankruptcy Code provides for the formation of an official committee of unsecured creditors
4 in a chapter 11 case to represent the interests of Creditors in the case. On May 23, 2023, the United States
Trustee appointed the Committee in the Chapter 11 Case to represent the interests of the Debtor's
5 unsecured creditors, including Holders of Abuse Claims. Each of the members of the Committee asserted
a claim for sexual abuse against the Debtor.

6 The principal objective of a chapter 11 reorganization is the confirmation of a plan of
reorganization. The plan sets forth the means for satisfying the claims of creditors and other stakeholders.
7 The plan and a disclosure statement that contains information necessary to allow creditors, shareholders,
and members to evaluate the plan are sent to creditors, shareholders and members whose claims or
8 interests are impaired, who then vote to accept or reject the plan.

9 A class of claims is entitled to vote to accept or reject a plan if the class is "impaired" by the plan.
Section 1124 of the Bankruptcy Code provides generally that a claim is impaired if the legal, equitable,
10 or contractual rights of the claim are altered.

11 A plan may be confirmed under section 1129(a) of the Bankruptcy Code if each class of claims or
interests is not impaired by the plan or if each class has voted to accept the plan. Votes will be counted
12 only with respect to claims: (a) that are listed on the debtor's schedules other than as disputed, contingent,
or unliquidated; or (b) for which a proof of claim was filed on or before the claim filing deadline set by
13 the Bankruptcy Court for the filing of proofs of claim. However, any vote by a holder of a claim will not
be counted if the claim has been disallowed or is the subject of an unresolved objection, absent an order
14 from the Bankruptcy Court allowing the claim for voting purposes. A class of claims has accepted a plan
if voting creditors that hold at least two-thirds in amount and more than one-half in number of the allowed
15 voting claims in the class have voted to accept the plan. Pursuant to Bankruptcy Rule 3018(a), Class 4
Claims shall be estimated at \$1.00 for voting purposes only. The actual amount payable on account of
16 Class 4 or Class 5 Claims will be determined pursuant to the Survivors' Trust Distribution Plan.

17 A Holder of a Disputed Claim is not entitled to vote on the Plan unless such Claim is temporarily
Allowed by the Debtor, or by an order of the Bankruptcy Court, in an estimated amount that it deems
18 proper for the purpose of voting to accept or reject the Plan. In other words, only holders of Allowed
Claims that are in Class 3 (General Unsecured Claims), Class 4 (Abuse Claims), Class 5 (Unknown Abuse
19 Claims), or Class 6 (Non-Abuse Litigation Claims) may vote to accept or reject the Plan. A Claim (a) to
which an objection has been Filed by the Debtor or any other party in interest that is pending at the time
20 of the Confirmation Hearing, or (b)(i) that is listed on the Debtor's Schedules as disputed, unliquidated,
or contingent, and (ii) with respect to which a superseding proof of claim has not been Filed, is not an
21 Allowed Claim for voting purposes, unless the Claim is settled by agreement or the Bankruptcy Court
Allows the Claim (in whole or in part) by Final Order. Upon request of a party in interest, the Bankruptcy
22 Court may temporarily Allow or estimate a Disputed Claim for the purpose of voting on the Plan. In
addition, a vote may be disregarded if the Bankruptcy Court determines that the acceptance or rejection
23 of the Plan by the Claim Holder is not solicited or procured in good faith or in accordance with the
provisions of the Bankruptcy Code.

24
25 If an impaired class votes to reject the plan, the proponent of the plan may seek to "cram down"
the plan by confirming it under section 1129(b) of the Bankruptcy Code. A plan proponent may cram
26 down a plan upon a rejecting class only if at least one impaired class has voted to accept the plan, the plan
does not discriminate unfairly, and the plan is fair and equitable with respect to each impaired class that
27 has not voted to accept the plan. **The Debtor believes that the Plan will satisfy the foregoing
requirements as to any rejecting Class of Claims and can therefore be confirmed despite any such
28 rejection by any Class.**

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1 Voting on the Plan by each Holder of a Claim in an Impaired Class is important. After carefully
2 reviewing the Plan and Disclosure Statement, each Holder of a Claim should vote on the enclosed ballot
3 either to accept or reject the Plan. Any ballot that does not appropriately indicate acceptance or rejection
4 of the Plan will not be counted. A ballot that is not received by the deadline will not be counted. If a
5 ballot is lost, damaged, or missing, a replacement ballot may be obtained by contacting the Debtor's
6 Claims and Noticing Agent, Verita, by email at RCBOInfo@veritaglobal.com or by calling (888)-733-
7 1425 (U.S./Canada) or (310)-751-2631 (international) and requesting to speak with a member of the
8 solicitation team.

9 Class 3 (General Unsecured Claims), Class 4 (Abuse Claims), Class 5 (Unknown Abuse Claims),
10 and Class 6 (Non-Abuse Litigation Claims) are Impaired under the Plan and are entitled to vote on the
11 Plan.

12 Class 1 (RCC Secured Claim) and Class 2 (Priority Unsecured Claims) are Unimpaired under the
13 Plan, projected to receive payment in full, and are conclusively deemed to accept the Plan. Accordingly,
14 they are not entitled to vote. Class 7A (Contribution and Indemnification Claims Related to Class 4
15 Claims) and Class 7B (Contribution and Indemnification Claims Related to Class 5 Claims) are Impaired
16 under the Plan, will not receive any distributions, and conclusively deemed to reject the Plan. Accordingly,
17 they are not entitled to vote.

18 Section 1129(a) of the Bankruptcy Code establishes several conditions for the confirmation of a
19 plan. These conditions are too numerous to be fully explained here. Parties are encouraged to seek
20 independent legal counsel to answer any questions concerning the chapter 11 process. Among the
21 conditions for plan confirmation is that either each holder of an impaired claim must accept the plan, or
22 the plan must provide at least as much value as would be received upon liquidation of a debtor's estate
23 under chapter 7 of the Bankruptcy Code. The Debtor believes the Plan satisfies all the applicable
24 requirements of section 1129(a) of the Bankruptcy Code.

25 The Bankruptcy Court has scheduled a Confirmation Hearing to consider approving the Plan
26 commencing on _____, 2025 at ____:____.m. (prevailing Pacific Time) at the United States Bankruptcy
27 Court for the Northern District of California, United States Courthouse, 1300 Clay Street, Courtroom 220,
28 Oakland, CA 94612. The Confirmation Hearing may be adjourned from time to time without further
notice other than by announcement in the Bankruptcy Court on the scheduled hearing date or upon the
Debtor filing a notice of adjournment.

29 **D. Summary of Classification of Claims**

30 Detailed elsewhere in this Disclosure Statement are descriptions of the technical aspects of the
31 classification of Claims, the relative allocations of assets to Holders of such Claims, the methodology as
32 to how such assets are to be distributed, the risks inherent in the proposed Plan, and the applicable
33 bankruptcy and tax consequences of the Plan. However, a broad overview of what each class of creditors
34 is likely to receive under the Plan will be helpful for your consideration of whether you wish to accept or
35 reject the Plan.

36 The following is a summary of the classification of all Claims under the Plan. This summary is
37 qualified in its entirety by reference to the Plan:

38 Class	Class Description	Number of Claimants	Status	Voting Rights
39 Class 1	RCC Secured Claim	1	Unimpaired	Non-voting Deemed to accept

Class 2	Priority Unsecured Claims, other than non-classified claims set forth in Article III	36	Unimpaired	Non-voting Deemed to accept
Class 3	General Unsecured Claims	71	Impaired	Eligible to vote
Class 4	Abuse Claims	~345	Impaired	Eligible to vote
Class 5	Unknown Abuse Claims	Unknown	Impaired	Eligible to vote via the Unknown Abuse Claims Representative
Class 6	Non-Abuse Litigation Claims	2	Impaired	Eligible to vote
Class 7A	Contribution and Indemnification Claims Related to Class 4 Claims	Unknown	No recovery	Non-voting Deemed to reject
Class 7B	Contribution and Indemnification Claims Related to Class 5 Claims	Unknown	No recovery	Non-voting Deemed to reject

As discussed in the Liquidation Analysis attached hereto as **Exhibit B**, the Debtor estimates that recoveries for Holders of Abuse Claims in Class 4 and Class 5 under the Plan will be greater than if the Debtor were to liquidate under chapter 7 of the Bankruptcy Code because the total amount of assets available for Distribution is greater under the Plan than in liquidation under chapter 7.

The Debtor's Liquidation Analysis is predicated on the premise that a "hypothetical liquidation" must be a *possible* liquidation. This means a liquidation analysis ought not include assets which cannot be used to pay creditors because including such assets distorts the outcome and would create confusion concerning the comparison of how creditors are being paid under the Plan versus what creditors might be paid in a liquidation which is legally *possible*. Under Ninth Circuit law, assets of the Debtor's estate that cannot be legally made available for distribution to creditors should not be included in a hypothetical liquidation under section 1129(a)(7)(A)(ii) of the Bankruptcy Code. *See Security Farms*, 265 F.3d at 877. Moreover, the decision on whether to operate a church at a particular location, or the decision whether to sell real estate on which a church sits, is inherently an ecclesiastical decision which affects the faith and mission of the Catholic Church. Under the Free Exercise Clause and Establishment Clause of the First Amendment to the U.S. Constitution, these decisions are reserved for the Bishop alone and the government may not interfere with or dictate those decisions. In other words, because: 1) the Debtor cannot be forced into a chapter 7 liquidation proceeding under the Bankruptcy Code, and 2) the Debtor cannot be forced to sell real estate on which it operates one of the Churches, the Liquidation Analysis should not contemplate such sales. The Debtor asserts this presents a more accurate view of potential recoveries in a hypothetical liquidation scenario and provides appropriate context to whether the Plan is in the best interests of Abuse Claimants, in particular. Notwithstanding this, the Liquidation Analysis attached hereto includes a "Supplemental Liquidation Analysis" premised on the liquidation of all real estate titled in the name of the Debtor. While this supplemental liquidation analysis is provided for informational and disclosure purposes, the Debtor believes this Supplemental Liquidation Analysis is not the appropriate measure to evaluate the Plan in this Chapter 11 Case for the reasons stated above.

As set forth in the Committee Letter, the Committee disputes the Debtor's position regarding forced liquidation in a hypothetical chapter 7 and believes additional property may be available for creditors. Ultimately, the Court will decide whether to confirm the Plan or not. If the Court disagrees with the Debtor's position regarding forced liquidation in a hypothetical chapter 7, it may not confirm the Plan.

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1 Additionally, the Cash Contributions and the Assigned Insurance Interests provided by the
2 Contributing Non-Debtor Catholic Entities will not be available to the Estate under chapter 7, nor would
3 be the Immediate Payment option present in the Plan.

4 The Debtor also believes that theoretical Distributions under a chapter 7 case would likely be
5 delayed due to the time it will take a chapter 7 trustee to assess the Debtor's assets, review and analyze
6 Claims, and evaluate and litigate claims against third parties. The cost of litigation to determine the value
7 of the Abuse Claims asserted against the Debtor alone would cost tens of millions of dollars. Holders of
8 Allowed Claims entitled to vote to accept or reject the Plan should review the Liquidation Analysis
9 (including all footnotes thereto and documents referenced therein) and the Committee Letter in assessing
10 whether to vote to accept or reject the Plan.

11 **E. Disclosure Statement Enclosures**

12 Accompanying this Disclosure Statement are the following enclosures:

13 1. **Order Approving Disclosure Statement.**

14 A copy of the Order of the Bankruptcy Court dated _____, 2025, in which the
15 Bankruptcy Court approved this Disclosure Statement and, among other things, establishing procedures
16 for voting on the Plan, scheduling the Confirmation Hearing, and setting the deadline for objecting to
17 confirmation of the Plan (the "Disclosure Statement Order").

18 2. **Notice of Confirmation Hearing.**

19 A copy of the notice of the deadline for submitting ballots to accept or reject the Plan and, among
20 other things, the date, time and place of the Confirmation Hearing, and the deadline for filing objections
21 to confirmation of the Plan (the "Confirmation Hearing Notice").

22 3. **Ballot.**

23 Ballot(s) (and return envelope) for each respective Class entitled to vote, for voting to accept or
24 reject the Plan. See Article VI(B) below for an explanation of which Holders of Claims are entitled to
25 vote. The Ballot includes the Immediate Payment election for Holders of Class 4 Claims and a checkbox
26 allowing Holders of Class 4 Claims and the Unknown Abuse Claims Representative (on behalf of Class
27 5) to affirmatively opt-out of the Releases provided to non-debtors under the Plan.

28 **ARTICLE III**

QUESTIONS AND ANSWERS ABOUT THE DISCLOSURE STATEMENT AND PLAN

A. What is Chapter 11?

Chapter 11 is a form of bankruptcy under the Bankruptcy Code that involves a court-supervised
reorganization of a debtor's assets and liabilities. It is most used by businesses. The commencement of
a Chapter 11 case creates an "estate" comprised of any and all the legal and equitable interests of the
debtor as of the date of filing of its bankruptcy petition. The Bankruptcy Code provides that the Chapter
debtor may continue to operate and remain in possession of its property as a "debtor-in-possession."

Under Chapter 11, a debtor is authorized to reorganize for the benefit of itself and its creditors.
The principal objective of a Chapter 11 case is the confirmation and consummation of a Chapter 11 plan.
A plan sets forth the means for satisfying claims against a debtor. The Confirmation of a plan of
reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of

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1 reorganization, any person acquiring property under a plan of reorganization, any creditor of a debtor, and
2 any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable
3 provisions of the Bankruptcy Code. Subject to certain limited exceptions, a confirmation order discharges
4 a debtor from any debt that arose before the confirmation of such plan and provides for the treatment of
5 such debt in accordance with the terms of the confirmed plan of reorganization. Certain creditors of a
6 debtor are permitted to vote to accept or reject the plan.

7 **B. Why is the Debtor sending me this Disclosure Statement?**

8 Before soliciting acceptances of a Chapter 11 plan, section 1125 of the Bankruptcy Code requires
9 the preparation of a disclosure statement containing adequate information of a kind, and in sufficient
10 detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance
11 of the Plan and requires the debtor to share such disclosure statement with all creditors whose votes on
12 the plan are being solicited. On [____], 2025, the Bankruptcy Court entered an Order (the
13 “Disclosure Statement Order”), [Docket No. ____], that approves this Disclosure Statement as containing
14 adequate information within the meaning of section 1125 of the Bankruptcy Code and that establishes
15 certain dates, deadlines, and procedures in connection with the proposed Confirmation of the Plan.

16 **C. Am I entitled to vote on the Plan?**

17 Your ability to vote on the Plan depends on what type of Claim or Claims that you hold. Pursuant
18 to section 1122(a) of the Bankruptcy Code, each category of Claims has been placed into a “Class,” as set
19 forth in Articles II – IV of the Plan. The following Classes of Claims are entitled to vote on the Plan:

Class	Class Description	Status	Voting Rights
Class 3	General Unsecured Claims	Impaired	Eligible to vote
Class 4	Abuse Claims	Impaired	Eligible to vote
Class 5	Unknown Abuse Claims	Impaired	Eligible to vote via the Unknown Abuse Claims Representative
Class 6	Non-Abuse Litigation Claims	Impaired	Eligible to vote

20 All other Classes of Claims are not entitled to vote and will not receive Ballots in connection with
21 solicitation.

22 **D. What is meant by “Confirmation” and “Effective Date”?**

23 “Confirmation” refers to the Bankruptcy Court’s approval of the Plan. Confirmation of the Plan
24 does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of
25 the Plan, there are conditions that need to be satisfied or waived so that the Plan can become effective.
26 Distributions to Holders of Allowed Claims will only be made on or after the date the Plan becomes
27 effective—the “Effective Date.”

28 **E. Does the Plan contain releases and permanent injunctions in favor of the Debtor and the Churches?**

Yes. The Plan contains releases and permanent injunctions that relate to and affect the rights,
Claims, and/or Causes of Action that Holders of Claims, including Holders of Abuse Claims, may have
against the Debtor or Reorganized Debtor. Because the Churches are not separately incorporated legal
entities, as a matter of California law they are not separate from the Debtor, and they do not own or hold
a legal or equitable interest in property separate from the Debtor. Thus, the Churches are included in the

1 releases and permanent injunction in favor of the Debtor and Reorganized Debtor, and the Churches are
2 not receiving a release or permanent injunction separate from or in addition to the Debtor and Reorganized
Debtor.

3 Before you vote, you should review the entire Disclosure Statement and Plan, including, but not
4 limited to, its releases and injunctions.

5 **F. Does the Plan contain releases and permanent injunctions in favor of Third Parties?**

6 Yes. The Plan also contains releases and injunctions that relate to and affect the rights, Claims,
7 and/or Causes of Action that “Releasing Parties” may have against entities who are not the Debtor or the
8 Reorganized Debtor, as provided for in Article XIII of the Plan (the “Third-Party Releases and Third-
Party Permanent Injunctions”). As discussed below, Holders of Abuse Claims who return their Ballot but
9 do not affirmatively opt out of the releases provided by the Plan by checking the appropriate box on the
10 Ballot indicating they opt not to grant the third-party releases set forth in Section 13.9 of the Plan, are
Releasing Parties. Before you vote, you should review the entire Disclosure Statement, Plan, and any
11 Plan Supplement, including, but not limited to the provisions concerning the Third-Party Releases and
12 Third-Party Permanent Injunctions.

13 “Released Parties” as defined in the Plan includes: (a) the Debtor, (b) the Reorganized Debtor (i.e.,
14 the Debtor after confirmation of the Plan), (c) the Churches (as discussed above, none of whom are
15 separately incorporated from the Debtor and whose releases under the Plan shall be one and the same as,
16 and not separate from or in addition to, the releases of the Debtor and Reorganized Debtor), (d) the
17 Contributing Non-Debtor Catholic Entities, but each only as to the Abuse Claims for which it receives a
Release under Section 13.9 of the Plan. In order to effectuate this release of the foregoing, “Released
18 Parties” also includes each of their “current and former directors, managers, officers, employees,
19 predecessors, successors, assigns, managed accounts or funds, agents, advisory board members, financial
20 advisors, partners, attorneys, accountants, investment bankers, consultants, and other professionals.” The
Plan does not purport or attempt to release or grant permanent injunctions to any other diocese,
21 archdiocese, or religious organization that is not a Contributing Non-Debtor Catholic Entity. Presently,
22 RCWC is the only Contributing Non-Debtor Catholic Entity under the Plan. The Plan also expressly
excludes from the release the perpetrators of abuse identified in Abuse Claims.

23 **G. As the Holder of an Abuse Claim, will I be bound by the Third-Party Releases and Third-
Party Permanent Injunctions?**

24 All Holders of Abuse Claims who return their Ballot *and* who do not affirmatively opt out of the
25 releases provided by the Plan by checking the appropriate box on the Ballot indicating that they opt not to
26 grant the releases set forth in the Plan and returning such form to Debtor’s claims and noticing agent, will
be bound by the Third-Party Releases and Third-Party Permanent Injunctions.

27 **H. As the Holder of any Claim other than an Abuse Claim, will I be bound by the Third-Party
Releases and Third-Party Permanent Injunctions?**

28 Holders of Claims other than Class 4 or Class 5 Claims are not subject to the Third-Party Releases
and Third-Party Permanent Injunctions. Such Holders will not be releasing claims against any non-
debtors.

**I. What is required for the Unknown Abuse Claims Representative to Opt-Out of the Third-
Party Releases and Third-Party Permanent Injunctions?**

The Unknown Abuse Claims Representative shall cast a single Ballot with a single checkbox for
the opt-out on behalf of all Class 5 Claims. To the extent the Unknown Abuse Claims Representative

1 submits a Ballot (with the opt-out checkbox) on behalf of Class 5 Claims, they shall do so according to
2 the same procedures and deadlines as Holders of Class 4 Claims.

3 **J. Are there any Exculpation Provisions contained in the Plan?**

4 Yes. The Plan also contains provisions (the “Exculpation Clause,” as set forth and defined in the
5 Plan in Article 13.6) exculpating or limiting the liability of certain parties, including the Debtor, the
6 Reorganized Debtor, the Committee, and numerous other parties (the “Exculpated Parties,” as set forth
7 and defined in the Plan in Article 1.1.51). The Exculpation Clause may affect the rights, Claims, and/or
8 Causes of Action of Holders of Claims, including Holders of Abuse Claims, in relation to the Exculpated
9 Parties. The Exculpated Parties shall receive the benefits of the Exculpation Clause to the extent permitted
10 under applicable Ninth Circuit law, including without limitation *Blixseth v. Credit Suisse*, 961 F.3d 1074
11 (9th Cir. 2020).

12 **K. Does the Plan contain Provisions Designed to Foster the Protection of Children from Sexual Abuse?**

13 Yes. The Plan’s Non-Monetary Commitment to Healing and Reconciliation reinforce and
14 continue the Debtor’s existing policies and procedures, as described herein, for the protection of children
15 and vulnerable adults.

16 **L. What is the Effect of the Plan on the Debtor’s Ongoing Religious and Charitable Endeavors?**

17 The Debtor is reorganizing under Chapter 11 of the Bankruptcy Code. Following Confirmation,
18 the Plan will be consummated on the Effective Date. On and after the Effective Date, the Reorganized
19 Debtor will continue its charitable, non-profit operations and, except as otherwise provided by the Plan,
20 may use, acquire, or dispose of property and compromise or settle any Non-Abuse Litigation Claims
21 without supervision or approval by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code
22 or Bankruptcy Rules. Additionally, upon the occurrence of the Effective Date, all actions contemplated
23 by the Plan will be deemed authorized and approved.

24 **M. Is the Debtor Preserving Estate Causes of Action under the Plan?**

25 Yes, except to the extent such rights, Claims, Estate Causes of Action, defenses, and counterclaims
26 are otherwise dealt with in the Plan or are expressly and specifically released in connection with the Plan,
27 the Confirmation Order, or any settlement agreement approved during the Chapter 11 Case, the Plan
28 provides that, as of the Effective Date, the Reorganized Debtor reserves any and all rights, Claims, Estate
29 Causes of Action, defenses, and counterclaims of or accruing to the Debtor or Reorganized Debtor,
30 whether or not litigation relating thereto is pending on the Effective Date.

31 **ARTICLE IV**

32 **THE DEBTOR AND ITS OPERATIONS**

33 **A. Organization and Central Mission of the Roman Catholic Church**

34 The Roman Catholic Church follows an episcopal governance structure led by bishops who preside
35 over formal jurisdictions, or geographic areas, known as dioceses. The Pope, who serves as the Bishop
36 of Rome, is the global, spiritual leader of the Roman Catholic Church whose jurisdiction is called the Holy
37 See.

38 Each diocese is led by a bishop or archbishop who is responsible for reporting to the Holy See
39 regarding the diocese’s religious and administrative functions. A diocese supports, serves, and provides

1 administrative functions to, among others, local churches (commonly known as “parishes”) and various
2 other Catholic entities.⁶ Bishops perform their canonical duties in accord with the Code of Canon Law
3 (“Canon Law”), which is the ecclesiastical law of the Roman Catholic Church.

4 Canon Law is the oldest continual legal system in the western world. Under Canon Law, a diocese
5 is “a portion of the people of God which is entrusted to a bishop for him to shepherd with the cooperation
6 of the presbyterium....” (Code of Canon Law, c. 369). As such, each diocese within the Roman Catholic
7 Church is inherently *territorial*, comprised of a specific geographic area and the faithful within it. A
8 diocese conducts its civil affairs for the practice of the Roman Catholic Church within that geographic
9 area and for the faithful within the area.

10 Also under Canon Law, every diocese is divided into distinct parts, known as parishes, which are
11 ecclesiastical entities consisting of communities of the faithful whose pastoral care is entrusted to a pastor
12 (*i.e.*, a priest) whom the bishop appoints to serve the parish to which he is assigned. CIC, cc. 374 §1, 515
13 §1.

14 Each diocese, and each parish within a diocese, is a separate public juridic person. *Id.*, cc. 573,
15 515 §3. The administration of property belonging to a juridic person pertains to its administrator, such as
16 the diocesan bishop over the property of a diocese, and the priest over the property of a parish. *Id.*, cc.
17 393, 532. Each such administrator is obligated to acquire, hold, administer, and/or alienate such property
18 in accordance with Canon Law (*id.*, c. 1257), which requires that property held by any juridic person—
19 diocese, parish, or otherwise—must be used for the purposes of the Roman Catholic Church. The bishop
20 is responsible for administering the property belonging to the diocese, and each pastor is responsible for
21 being the exclusive administrator of the property belonging to his parish. Similarly, the pastoral care of
22 the faithful across the entire diocese is entrusted to the bishop, whereas the pastoral care of the faithful
23 within each particular parish is entrusted to the pastor for the parish.

24 Clergy (or ordained clerics of the diocese) carry out the diocese’s spiritual mission through
25 celebration of the sacraments, provision of pastoral services to the laity (the non-ordained faithful of the
26 diocese), and performance of corporal and spiritual works of mercy for not only the laity but also for the
27 larger public. There are three levels of clergy within the Roman Catholic Church: the episcopate,
28 composed of bishops; the presbyterate, composed of priests ordained by bishops; and the diaconate,
composed of deacons who assist bishops and priests in a variety of ministerial roles.

The mission of the Roman Catholic Church is to share God’s love and mercy with all people. The
Roman Catholic Church does this through its charitable operations, as well as in the countless churches
where Catholics come together to worship across the world. The Roman Catholic Church also engages
diplomatic institutions like the United Nations in defense of human dignity for all people and in pursuit
of the common good.

B. History of the Diocese of Oakland

The Holy See established the Diocese of Oakland in 1962 from the eastern territory of the
Archdiocese of San Francisco. The territory of the Debtor spans roughly 1,467 square miles and
encompasses two counties, Alameda and Contra Costa. The Debtor is situated along the eastern shore of

⁶ There is another type of organization within the Catholic community known as a religious order.
Religious orders are largely autonomous and governed by the statutes and constitutions of the particular
order. The priests, religious women and brothers of religious orders do not normally report directly to or
take ultimate direction from diocesan bishops. The principal authority for supervising, reassigning or
punishing members of religious orders are the superiors of those orders.

1 the San Francisco Bay and the Debtor estimates it serves nearly 550,000 resident Catholics and assists
2 approximately 260,000 people through its ministry and charitable services.

3 On January 27, 1962, the Most Rev. Floyd Lawrence Begin, auxiliary bishop of the Debtor of
4 Cleveland, Ohio, was named the first Bishop of Oakland. His installation took place on April 28,
5 1962. The Debtor has had four other bishops, with its incumbent and fifth bishop, Most Reverend Michael
6 C. Barber, SJ ("Bishop Barber" or the "Bishop") having been appointed on May 25, 2013.

7 The charitable history of the Debtor is born out of missionary origins. In 1772, Franciscan Friar
8 Juan Crespi celebrated Mass with Spanish explorers next to a swamp in what would become downtown
9 Oakland. Almost 25 years after that first Mass, Franciscan Fermín de Francisco Lasuén de Arasqueta
10 founded Mission San José. The mission was the only parish on the coast opposite San Francisco for the
11 next 64 years. In 1861, the now amalgamated parish of St. Mary of the Immaculate Conception opened.
12 In 1869, St. Paul's parish in San Pablo was the second to open in the present diocese and was the first
13 parish in what is now Contra Costa County.

14 In 1840, the Holy See erected the "Diocese of the Two Californias" to recognize the growth of the
15 provinces of Alta and Baja California. In 1848, Alta California was ceded to the United States and the
16 Holy See split the Diocese of the Two Californias into American and Mexican sections, and the American
17 section was renamed the Diocese of Monterey.

18 In 1853, the Holy See established the Archdiocese of San Francisco from the northern territory of
19 the Diocese of Monterey. The territory that would eventually become the Diocese of Oakland was, at that
20 time, situated within the eastern part of the Archdiocese of San Francisco.

21 **C. Governance, Mission-Service Activities, and Structure of the Diocese of Oakland**

22 The Debtor is a corporation sole organized under the laws of the State of California. The Debtor
23 conducts its civil affairs under the laws of the State of California and the United States of America, and
24 in accordance with Canon Law.

25 None of the parish churches (the "Churches") within the diocese are separately incorporated
26 entities under California law. To the extent the Bishop holds goods belonging to a parish—including, for
27 example, real and personal property—he does so in trust for the benefit of the applicable Church.
28 However, because the Churches are not separately incorporated legal entities, as a matter of California
law they are not separate from the Debtor, and they do not own or hold a legal or equitable interest in
property separate from the Debtor.

Bishop Barber has led the Debtor since he was ordained to the episcopacy and installed as Bishop
of Oakland on May 25, 2013. Bishop Barber has been an ordained priest for almost 40 years and has
served as a missionary abroad, a professor of theology, a seminary spiritual director and, from 1991-2018,
as a chaplain and officer in the U.S. Navy.

Bishop Barber is assisted in the management of the Debtor by both clergy and lay administrators
and staff, including the Diocesan Chancellor, Vicar General and Chief Financial Officer. As of the
Petition Date, the Debtor employed approximately 30 full-time and 42 part-time employees at the Debtor's
central services office, which is also known as the "Chancery." The Chancery is located in downtown
Oakland.

The diocese has 80 parishes and missions and is home to 159 diocesan priests, 160 religious priests,
35 extern priests, and 118 permanent deacons.

The Churches play a central role in the lives of Catholics living within the Debtor by administering
key aspects of the Catholic Faith, including baptism, education, communion, Mass, confirmation,

1 marriage, and bereavement, including last rites, funeral services and grief support. In this way, the
2 Churches provide the critical connection between the Debtor and the faithful from the beginning of life to
the end.

3 The Debtor serves one of the most ethnically diverse areas in the nation, where approximately 70%
4 of residents of Alameda County and approximately 59% of residents of Contra Costa County identify as
non-White. Alameda County, in particular, is home to more Asian residents than any other race or
5 ethnicity. The Debtor runs ethnic pastoral centers that serve communities from Brazil, China, Eritrea,
Ethiopia, Fiji, India, Indonesia, Kenya, Korea, Laos, Nigeria, Poland, Tonga and Vietnam. For some new
6 arrivals in Alameda and Contra Costa counties, the Roman Catholic Church is their community focal
point, a place they can find support and oftentimes necessary resources to begin their lives in the United
States.

7
8 Sunday celebrations within the Churches are celebrated in approximately 17 languages, with the
most common being English, Spanish, and Vietnamese. A number of Churches celebrate Mass using
9 multiple languages.

10 The Debtor provides resources, programming, spiritual leadership, and other key services and
support to local Catholics and the East Bay community at large, including substantial support for the poor
and for minority communities. The ministry of the Debtor is therefore critical to not only the faithful
11 within the diocese, but also to the public-at-large, including non-Catholics.

12 Most of the Churches in the diocese provide some sort of lay outreach to the poor in their local
community, e.g., St. Vincent de Paul, food pantries, temporary shelters and ministry to the sick. Lay
13 associations have also formed to engage on issues of immigrant rights, economic development, peace
building, and restorative justice.

14
15 Over one third of the Churches in the diocese are involved in some sort of grassroots faith-based
community organizing. This collaboration is most evident in the Debtor's work for affordable and
emergency housing and community organizing. In Contra Costa, eight Churches actively participate with
16 the Interfaith Council of Contra Costa ("I4C"), which is an interfaith coalition of congregations joining
together to promote social justice in their community. I4C member congregations also provide shelter
17 and social services to homeless families on a rotating basis. For instance, Christ the King in Pleasant Hill
provides shelter, food, and volunteer counselors to homeless families every winter. West Contra Costa
18 County and South Alameda County have similar interfaith coalitions that involve many Churches.

19 Chaplains serve five hospitals in the diocese. The remaining hospitals without assigned chaplains
are served by the Churches that include the hospitals within the geographic boundaries of their respective
20 parish. Most of those have established programs involving laity who visit Catholic patients daily and who
also visit shut-ins and individuals in convalescent facilities. There are 101 nursing homes and similarly
21 licensed care facilities that are served by the Debtor.

22 Each Church is encouraged to have a committee whose specific task is outreach to the sick and
housebound within the parish. Training for these individuals is provided at the parish level. Pastoral care
23 for doctors and nurses and other health care workers is ordinarily provided through the chaplains who
service the institutions where those individuals are working.

24 **D. The Debtor's Operations**

25
26 The Debtor's revenue streams include parish assessment revenue, which is dependent on donations
by parishioners through their respective Church; and the Bishop's Ministries Appeal ("BMA"), an annual
27 fundraising campaign that supports the Churches and diocesan ministries and programs. Funds raised
through the BMA are solicited specifically and restricted to fund the particular ministries and programs
28 that the BMA was designed to support and facilitate, including faith formation and evangelization,

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 Catholic Youth Organization sports, formation of priests to serve parishioners, care of the retired priests,
2 and meeting the unexpected needs of schools and Churches. In the ordinary course of business, the Debtor
3 also receives, among other revenue, rental revenue, events/programming revenue, revenue from the
4 Catholic Telemedia Network (“CTN”),⁷ management fees, and unrestricted gifts, grants, and bequests
5 (collectively, “Other Chancery Revenues”).

6 The Debtor provides support to and sometimes administers, among others, local Churches and
7 parish schools and other charitable, educational, and religious-service affiliates critical to the ministry of
8 the Roman Catholic Church within the Debtor.

9 The Debtor has a December 31st year end. On an unaudited based, for fiscal year 2022, ended
10 December 31, 2022, the Debtor had total revenue of approximately \$21.1 million. Of this amount,
11 approximately \$5.5 million was from parish assessments, \$2.7 million was from the BMA and \$2.3 million
12 was from other gifts, grants and bequests. Other revenue totaled approximately \$10.6 million, consisting
13 of rental income, insurance revenue, program revenue and income and dividends, among other
14 sources. The Debtor had total operating expenses of \$20.0 million, resulting in income from operations
15 of \$1.1 million before other non-operating income and expenses.

16 On an unaudited based, for fiscal year 2023, ended December 31, 2023, the Debtor had total
17 revenue of approximately \$19.0 million. Of this amount, approximately \$6.5 million was from parish
18 assessments, \$2.4 million was from the BMA and \$2.5 million was from other gifts, grants and
19 bequests. Other revenue totaled approximately \$7.6 million, consisting of rental income, net insurance
20 revenue, program revenue and income and dividends, among other sources. The Debtor had total
21 operating expenses of \$35.2 million (including professional fees), resulting in losses from operations of
22 \$16.24 million before other non-operating income and expenses.

23 **E. Mission Alignment Process**

24 In November 2020, Bishop Barber called for the formulation of a task force to assess how to meet
25 the challenges of declining Mass attendance, underutilized parish facilities and the declining number of
26 priests serving in the Diocese of Oakland. In March 2021, the Debtor formed a task force called the
27 Mission Alignment Process (MAP) Commission (the “Commission”). The Commission is composed of
28 15 members representing laity and clergy of the Debtor.

The Commission began meeting in April 2021 to evaluate and guide the Debtor in a process of
self-reflection and renewal. Data from the Churches, parishioners, schools, priests, and diocesan
demographics was analyzed, and a presentation was developed for the presbyterate of the Debtor. This
data included facts about parish-by-parish Mass attendance, the historical decline in priests serving in
parish ministry, and projections of a decline in the number of future priests under 70 years old for parish
ministry. Over a period of 14 months, a series of additional meetings with clergy and parish and school
lay leadership at the regional and deanery level were held and input was sought for dealing with these
challenges and increasing focus on Bishop Barber’s three priorities – emphasizing the Sunday experience
of the Holy Eucharist, practicing the corporal and spiritual works of mercy, and forming missionary
disciples.

⁷ Historically, the Debtor has received approximately \$2 million in voluntary grants from CTN. The
Debtor does not own an equity interest in CTN but has the right to designate 50% of the members of its
board. As reflected in the Financial Projections attached hereto, the Debtor anticipates continuing to
receive approximately \$2 million annually in grants from CTN on a go-forward basis, but there is no
guarantee such grants will continue, and the Debtor has no control over the making of such grants.

1 In November 2022 Bishop Barber arranged 14 meetings of priests to discuss the feedback from
2 the regional and deanery consultative meetings and to deliberate on a path forward for each deanery. This
3 path forward included consideration of clustering, merging, or closing of Churches. A cluster is where
4 two or more Churches remain separate and retain their names but share one or more priests and one
5 administration. A merger is where two or more parishes are combined to form one new parish while
6 consolidating membership, property and finances. Closures include selling, renting or using parish
7 properties for other purposes.

8 The work of the MAP Commission continues, and the Plan constitutes an extension of its work.
9 The information gained through the MAP has assisted the Debtor through its Chapter 11 Case in evaluating
10 resources to settle claims while ensuring that the Roman Catholic Church in the Diocese of Oakland can
11 emerge as an even more vibrant and faith-filled community.

12 **F. Affiliated Non-Debtor Catholic Entities**

13 Through common missions, the Debtor is affiliated with certain entities separately incorporated
14 under California law and which are not debtors in this Chapter 11 Case (each such affiliated incorporated
15 entity a “Non-Debtor Catholic Entity,” and collectively, the “Non-Debtor Catholic Entities”).

16 Analogous to a corporate headquarters, the Debtor provides certain administrative services to
17 optimize functional area expertise, staffing and centralized purchasing (e.g., in areas of background checks
18 and other human resource functions, accounting, and group purchasing of insurance) and programmatic
19 support services to certain Non-Debtor Catholic Entities in support of their religious, educational and
20 charitable missions. Each Non-Debtor Catholic Entity operates independently and accounts for its
21 operations separately.

22 *1. The Roman Catholic Welfare Corporation of Oakland*

23 RCWC is a nonprofit religious corporation that oversees 32 elementary schools and two high
24 schools. The Catholic schools fulfill the threefold mission of Catholic education to (1) proclaim the
25 Gospel, (2) build community, and (3) serve the faithful and non-believers alike. RCWC initiates,
26 administers, and supervises the educational program and evangelization goals in the Catholic schools
27 located in the Debtor for which it has oversight responsibility. RCWC also coordinates accreditation,
28 policy development, curriculum, testing, and training for the approximately 1,400 teachers serving in those
schools. All the RCWC schools’ real property is owned by RCWC. All schools are accredited by the
Western Association of Schools and Colleges, and Catholic schools generally have separate administration
from the Churches. Each school collects revenues, pays expenses, and conducts other operational and
financial matters of the school.

RCWC has its own board and has at all times maintained its own, separate bank accounts and had
its own financial statements. RCWC participates in the Debtor’s benefits and insurance plans. RCWC
relies upon the Oakland Parochial Fund, Inc. to manage its investments.

2. Lumen Christi Academies of the Roman Catholic Diocese of Oakland

Formally established in 2018 by Bishop Barber, the Lumen Christi Academies (“LCA”) were
formed with the goal of creating an independent network of peer Catholic schools generally serving lower
income, urban students. It is LCA’s charter to establish new governance models and pursue academic
innovation, efficient operations, and sustained investment in the professional development of teachers and
principals, all while delivering the highest quality Catholic education to its students. At present, LCA is
comprised of five culturally diverse elementary schools (*i.e.*, preschool through 8th grade) across the
Oakland and Contra Costa County area.

1 LCA participates in the Debtor's benefits and insurance plans. It has at all times maintained its
2 own board and separate bank accounts and had its own financial statements.

3 **3. *The Roman Catholic Cemeteries of the Diocese of Oakland***

4 The Roman Catholic Cemeteries of the Diocese of Oakland ("RCC"), a California corporation,
5 operates and administers all cemetery, mausoleum and mortuary services in the diocese. RCC operates
6 and administers six diocesan cemeteries, five diocesan mortuaries, two mausoleums and one crematory.
7 RCC owns no real property and all real property necessary to carry out its activities (burial, entombment,
8 and related services) is leased from the Debtor pursuant to ground leases or other appropriate lease forms.
9 RCC is obligated to provide for Catholic burial of the deceased, and to provide "perpetual care." This
10 obligation is central to the operating structure of the RCC cemeteries and is part of the contractual
11 arrangements for every interment.

12 Funds from every interment are set aside for a permanent maintenance fund to be held, invested,
13 and used to provide perpetual care. RCC has at all times segregated its funds from those of the Debtor
14 and has at all times maintained separate accounts. RCC holds and invests such segregated funds and also
15 bears the related obligation to provide perpetual care for the deceased.

16 RCC has its own board and audited financial statements. RCC participates in the Debtor's benefits
17 and insurance plans. RCC relies upon the Oakland Parochial Fund, Inc. to manage its investments.

18 **4. *The Oakland Parochial Fund, Inc.***

19 The Oakland Parochial Fund, Inc. ("OPF") is a separately incorporated, non-regulated investment
20 fund organized for the purpose of offering the Churches and certain Affiliated Non-Debtor Catholic
21 Entities some administration and accounting functions and the opportunity, but not the obligation, to
22 professionally invest their funds. OPF serves as a non-profit fund manager for investments of the
23 Churches and RCWC (through its component schools, the "Schools"), to the extent they choose to
24 participate. OPF has its own board and audited financial statements. It has at all times maintained its
25 own, separate investment accounts, and has its own bank account. OPF relies on the Debtor for finance
26 and accounting services related to the closing of books and maintaining its accounting records.

27 The services provided by OPF are a continuation of deposit and investment management services
28 (the "Diocesan Investment Management Services") previously provided by the Debtor. Before April 2023,
the Debtor managed certain deposits and investments of participating Churches and RCWC through the
Diocesan Investment Management Services, which consisted of two programs: (1) The Deposit and Loan
Fund program (the "DLF"), which held cash, investments, of participating Churches and Schools and
provided loans to participated Churches and Schools, and (2) the Investment/Endowment Pool (the
"Endowment Pool") in which Churches and the Schools could separately invest funds with long-term
investment horizons in marketable securities.

Prior to 2023, the DLF was maintained in two accounts: a deposit bank account that held cash for
short-term liquidity needs of the Debtor, the Churches and RCWC Schools, and an investment account at
the Principal Financial Group ("Principal") for funds beyond short-term cash needs. The Endowment
Pool was also maintained at, and accounted for by, Principal. As part of the DLF, the Debtor periodically
loaned Funds held in the DLF to individual Churches or Schools in connection with capital improvement
projects (the "Loan Program").

The Debtor kept detailed book entry records of the funds held in the DLF for itself, the Churches,
and RCWC Schools, and provided quarterly statements to each participating Church and school. The
RCWC funds that the Debtor managed through the Diocesan Investment Management Services were
property of RCWC (*i.e.*, not property of the Debtor), and were held by the Debtor solely for the RCWC

1 and the Schools' benefit. While the Debtor separately accounted for Church funds pursuant to Canon
2 Law, as a matter of Civil law the Churches are not separate from the Debtor.

3 In April 2023, the Debtor transitioned the Diocesan Investment Management Services to
4 OPF. While the transition of these services occurred shortly before the Petition Date, it was neither the
5 intent nor the result to move assets out of the reach of creditors that otherwise would have been available
6 to satisfy the liabilities of the Debtor.

7 To that end, in furtherance of the transition, the Debtor transferred the DLF and Endowment Fund
8 assets held for the benefit of the Churches and RCWC to OPF. While the total DLF and Endowment Fund
9 assets transferred to OPF were approximately \$106 million, \$14 million was in the form of Loan Program
10 receivables from Churches or Schools. Additionally, \$35 million from Church funds in the DLF was
11 loaned by OPF to the Debtor to fund this Chapter 11 Case (the "OPF Loan"). The net cash and investments
12 transferred to OPF pre-petition were therefore approximately \$57 million, of which approximately \$31
13 million was School funds belonging to RCWC, and the remaining approximately \$26 million was Church
14 funds. The \$31 million in School funds remains property of RCWC, as it was when previously held in
15 trust for RCWC by the Debtor through the Diocesan Investment Management Services.

16 As of November 30, 2024, total DLF cash and investments held by OPF for Churches were
17 approximately \$5.6 million, and total Church Endowment Pool investments were approximately \$15.7
18 million. Substantially all of these funds are subject to donor restrictions, and therefore not available for
19 payment of claims. As reflected in the Liquidation Analysis attached hereto, Church funds not subject to
20 donor restrictions are treated as property of the Debtor for purposes of the Plan, regardless of where held.

21 Functionally, OPF acts as a deposit and investment manager for the Churches and RCWC,
22 providing for efficient, professionally managed investment of Church and RCWC school assets. The
23 funds deposited with OPF and the investments it manages are held by OPF for the benefit of the depositing
24 Churches and RCWC schools. For the avoidance of doubt, where OPF holds funds for the benefit of the
25 Churches, such funds are held for the Debtor as a matter of civil law, because the Churches are not separate
26 from the Debtor under California law.

27 The Debtor's obligation to OPF for the OPF Loan is not treated under the Plan, and OPF is not
28 entitled to receive any payment under the Plan on account of the OPF Loan. OPF stipulated with the
Debtor to withdraw OPF's general unsecured claim in the Chapter 11 Case on February 28, 2025 [Docket
No. 1784], and the Bankruptcy Court entered an order approving that stipulation on March 3, 2025
[Docket No. 1796]. Nothing in the Plan, however, prohibits the Debtor from making payments to OPF
after the Effective Date of the Plan in order to satisfy its obligations under Canon Law, provided any such
payments do not otherwise violate the terms of the Plan or applicable civil law.

21 5. *The Catholic Cathedral Corporation of the East Bay*

22 The Catholic Cathedral Corporation of the East Bay ("CCCEB") was formed, along with Christ
23 the Light Cathedral Corporation ("CLCC"), to conduct activities related to replacing the prior diocesan
24 cathedral, which was rendered seismically unsound by the 1989 Loma Prieta earthquake and ultimately
25 demolished. CLCC's purpose was to raise funds necessary for the costs of construction of a cathedral
26 center and land acquisition in connection therewith. All monies and properties gifted to CLCC were and
27 are restricted by the donors for use only in connection with the cathedral center. These monies and
28 properties are to be used only for this purpose by either CLCC or CCCEB. CCCEB has at all times
maintained its own, separate bank accounts and had its own financial statements.

Construction of the new cathedral, known as Cathedral of Christ the Light (the "Cathedral")
commenced in May 2005. The Cathedral project included a mausoleum, a chancery to serve
administrative offices, rectory, other administrative and services offices, conference facilities, and an open
plaza (collectively, with the Cathedral, the "Cathedral Center").

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 CCCEB currently holds legal title to the land and improvements constituting the Cathedral Center
2 and operates and maintains the Cathedral Center. The Debtor pays user fees to CCCEB for use of the
3 chancery administrative offices and rectory and provides finance and accounting services and support for
4 CCCEB. Other agreements between CCCEB and users of the Cathedral Center property include: (i) that
5 certain License and Services Agreement dated as of January 1, 2020, with RCC regarding the mausoleum
6 on the Cathedral Property; (ii) that certain Commercial Office Lease Agreement with RCC dated as of
7 April 3, 2024; (iii) that certain Lease Agreement with the Order of Malta Clinic of Northern California
8 dated January 25, 2008, and amended February 10, 2023; and (iv) agreements for use of Cathedral
9 Property space with RCWC, and the Cathedral of Christ the Light parish Church (the foregoing,
10 collectively, the "User Agreements").

11
12 In addition to donations and gifts, construction of the Cathedral Center was funded, in part, through
13 funds loaned to CCCEB by the Debtor. As of the Petition Date, CCCEB owed the Debtor \$41,856,598.19
14 (the "CCCEB Note") on account of funds loaned to it, which amount remains outstanding. The Plan
15 contemplates a settlement of CCCEB's outstanding obligations on the CCCEB Note through a settlement
16 (the "CCCEB Settlement") through which the Debtor will receive fee simple title to the Cathedral Center,
17 together with all improvements thereon and all tangible personal property owned by CCCEB and located
18 on or used in connection with the operation of the Cathedral Center, in full and complete satisfaction of
19 all obligations under the CCCEB Note. The terms of and basis for the CCCEB Settlement are discussed
20 in more detail in Section X.C., below.

21 6. *The Oakland Society for the Propagation of the Faith*

22 The Oakland Society for the Propagation of the Faith ("SPOF") provides support for Catholic
23 missionaries. SPOF is one of the four Pontifical Mission Societies, known in some countries as Missio.
24 This group of Catholic missionary societies is under the canonical jurisdiction of the Congregation for the
25 Evangelization of Peoples (Rome, Italy) and the Bishop of Rome (the Pope). Since 1922, the Pontifical
26 Mission Societies has been the Roman Catholic Church's official support organization for overseas
27 mission. SPOF seeks to foster an even deeper spirit of universal mission. It strives to inform Catholics
28 of the life and the needs of the Roman Catholic Church in the missions and to encourage prayer and
financial help for those mission churches.

Through the offerings from Catholics worldwide, the SPOF provides ongoing support for the
pastoral and evangelizing programs of the Roman Catholic Church in Africa, Asia, the Pacific Islands and
remote regions of Latin America. This includes aid for religious communities in education,
evangelization, seminarians and catechist formation, catechetical work and the construction of churches
and chapels. Support is also provided for health care, social services, communication and transportation
needs for disaster and emergency relief when necessary.

SPOF relies on the Debtor for finance and accounting services related to the closing of books and
maintaining its accounting records. SPOF has at all times maintained its own, separate bank accounts and
had its own financial statements.

7. *Catholic Charities of the Diocese of Oakland, Inc.*

Catholic Charities of the Diocese of Oakland, Inc., dba Catholic Charities of the East Bay
("CCEB") is a California not-for-profit corporation. CCEB is the social service arm of the Debtor. CCEB
helps vulnerable communities within Alameda and Contra Costa Counties by supporting children, youth,
families, and seniors and immigrants from crisis to stability to well-being.

Founded in 1935, CCEB provides hope and healing to vulnerable children, youth and families in
Alameda and Contra Costa Counties through compassionate services that transform lives and foster self-
sufficiency. CCEB works to address the root causes of poverty and issues of social justice. CCEB heeds

1 the call of the Pope to serve the vulnerable and services people in need regardless of religious belief, race,
2 national origin, gender or sexual orientation.

3 As the social service arm of the Debtor, CCEB is a nationally recognized leader in healing trauma
4 and providing evidence-based mental health services and restorative practices. CCEB is also nationally
5 accredited through the New York-based Council on Accreditation, demonstrating the implementation of
6 best practice standards in the field of human services in all aspects of CCEB's programs, services,
7 management and administration.

8 CCEB has at all times maintained its own, separate bank accounts and had its own financial
9 statements.

10 **8. *Catholic Church Support Services (dba Catholic Management Services)***

11 Catholic Church Support Services ("CCSS"), established January 1, 2014, is a California nonprofit
12 religious corporation that operates under the trade name of Catholic Management Services. CCSS
13 provides management services to Catholic dioceses throughout the United States, including Puerto Rico,
14 generally regarding their funeral and cemetery enterprises. CCSS provides general managerial
15 administration of the day-to-day operations of cemeteries, including marketing and branding support,
16 business development, and process and systems reviews under management services agreements.

17 CCSS has its own board and audited financial statements and has at all times maintained its own,
18 separate bank accounts. CCSS participates in the Debtor's benefits and insurance plans.

19 **9. *Furrer Properties Inc.***

20 Furrer Properties Inc. ("Furrer"), a California corporation and wholly-owned subsidiary of the
21 Debtor, is used by the Debtor to hold title in its real estate. Furrer holds select real estate assets that derive
22 rental property income from cemeteries, a four-unit rental property, and parking lot in Oakland. Its
23 financials are consolidated in the audited financials of the Debtor. Furrer maintains a separate bank
24 account administered by its agent, a property management company.

25 **10. *Adventus***

26 Adventus, a California nonprofit public benefit corporation, is used by the Debtor to hold title in
27 some limited real estate. Adventus' financials are consolidated into the audited financials of the Debtor.
28 Adventus has always maintained a separate bank account.

11. *Catholic Foundation for the Diocese of Oakland*

Catholic Foundation for the Diocese of Oakland ("Foundation") was formed in 2014 for the
purpose of fundraising for the Debtor's one and only diocesan-wide capital campaign initiated that year.
It is currently in the process of being wound down as the campaign concluded and funds raised and
collected have nearly all been distributed.

G. The Debtor's Mission to Effect Reconciliation and Compensation

The needs of survivors of clergy sexual abuse (the "Abuse Survivors") and the protection of
children have long been priorities of the Debtor. Since the 1990s, the Debtor has provided counseling,
therapy, support and outreach to Abuse Survivors.

More than a decade before the U.S. Conference of Catholic Bishops adopted in the Spring of 2002
the *Charter for the Protection of Children and Young People* (the "USCCB Charter"), the Debtor
established a "Sensitive Issues Committee" to assist the bishop in reviewing and handling allegations of

1 sexual abuse by persons acting in the name of the Roman Catholic Church. During that time, the Sensitive
2 Issues Committee assisted in the evaluation of the credibility of claims and made recommendations to the
3 bishop regarding assistance to Abuse Survivors, including monetary assistance, counseling and pastoral
4 care.

5 Following the USCCB Charter's adoption, the Sensitive Issues Committee was renamed the
6 Diocesan Review Board in 2003 and again updated to the Minor Diocesan Review Board in 2022 (the
7 "MDRB"). The MDRB actively functions today. Its five lay members (including an Abuse Survivor and
8 business consultant, a former district attorney, a social worker, a retired educational administrator, and a
9 lay pastoral associate) and three clergy members meet at least quarterly to assess allegations and make
10 recommendations on the handling of those allegations of sexual abuse of children and vulnerable adults
11 by clergy. This consultative body is critical to the work of the Debtor to address crimes against children
12 and vulnerable adults. As with the Sensitive Issues Committee, the MDRB works with Bishop Barber to
13 analyze and properly respond to claims so credibility can be determined and acted upon in the best interest
14 of the Abuse Survivor.

15 In line with the Charter and the mission and teachings of the Roman Catholic Church, the Debtor
16 offers (i) counseling, treatment, and programming for those who both claim to have been and have been
17 credibly found to be survivors of abuse by members of the clergy along with (ii) safe environment
18 scanning training and classes for prevention. These programs (collectively, the "Abuse Survivors'
19 Assistance and Safe Environment Programs") are important and necessary to the Debtor's ongoing
20 obligations and to its moral and ethical responsibility to support Abuse Survivors.

21 In 2004, the Debtor began developing specific training and background check programs that
22 provide a safe environment for parishioners and visitors to diocesan facilities ("Safe Environment").
23 Through its Safe Environment programs, the Debtor ensures and requires the training of all adults –
24 whether volunteer or employed – who serve in the Debtor. The Debtor gives rigorous attention to training
25 materials and teaches adult parish and school leaders to facilitate the training program. Processes are also
26 in place to refer anyone with claims regarding clergy sexual abuse to law enforcement and Debtor
27 representatives for assistance.

28 All volunteers and employees over age 18 in any parish, school, or other diocesan site, regardless
of ministry, must be trained every three years in safe environment. All children in Catholic school or
parish faith formation programs must also be trained annually to recognize and report abuse. As part of
this process, the Office of Safe Environment conducts annual statistical audits of each location in the
diocese and trains the coordinators annually to ensure the policies are met and followed.

The Office of Safe Environment has continually improved the content of its trainings and, as online
platforms became available, former Bishop Cummins approved their use. In 2016, Bishop Barber moved
the training program to an online synchronous platform provided by The National Catholic Risk Retention
Group known as "Virtus," an international leader in abuse awareness training. The Debtor now has local
safe environment coordinators in every parish and school.

The Debtor also operates an Office for Victims Assistance ("OVA") and employs a Victims
Assistance Coordinator ("VAC") to directly address the needs of Abuse Survivors and coordinate support
services for them. The goals of the OVA, as administered by the VAC, are to support Abuse Survivors
and their families through counseling, spiritual direction, and support groups. The OVA also arms Church
leaders with the tools to develop support, promote healing, and empower Abuse Survivors in the diocesan
community.

Through the OVA, and the hotline established by the Debtor, counseling and spiritual direction
are offered to Abuse Survivors of clergy abuse and their families and the Debtor is committed to reporting,
investigating, and responding to such claims. The Debtor also pays for Abuse Survivors to receive

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1 psychological counseling and related medical treatment, including medications where appropriate
2 (“Abuse Survivors’ Assistance”).

3 Abuse Survivors’ Assistance is available for any requesting individual who makes an allegation
4 of abuse by clergy or non-clergy affiliated with the Debtor. In some cases, the Debtor makes these
5 programs available to family members who have been affected by the abuse of a loved one.

6 Abuse Survivors’ Assistance is administered by psychologists, psychiatrists, licensed clinical
7 social workers, and licensed marriage and family therapists selected by the recipient (each a “Counselor”).
8 Before engaging a Counselor, the Debtor requires the Counselor to provide evidence that he or she is a
9 state-licensed mental health professional with at least a master’s degree in a relevant field. The Debtor
10 recommends Counselors who have a background in trauma therapy but does not require that background.
11 The Counselors are not employed by or otherwise affiliated with the Debtor.

12 Education on the issue of clergy sexual abuse is also a cornerstone of the Debtor’s mission to
13 address and eradicate this problem. The Debtor actively educates clergy, Church employees and the
14 community around the realities of clergy sexual abuse through workshops and presentations aimed at
15 bringing awareness to the problem. This forum also provides opportunities for Abuse Survivors to tell
16 their stories to help effect change regarding clergy sexual abuse. The Debtor’s ministry also includes
17 Abuse Survivors working together with priests and deacons regarding what it means to be sexually abused
18 by a member of the clergy.

19 Ultimately, the Debtor understands that in order to address the problem of clergy sexual abuse, it
20 must amplify the voice of Abuse Survivors and provide necessary resources to the public to understand
21 when and how to report incidents of abuse. The Debtor’s website (www.oakdiocese.org) has five main
22 sections: Debtor, Bishop, Ministries, Giving and Survivors. The Survivors section contains five pages
23 full of resources, information and links to policies and procedures to further the cause of identifying,
24 addressing, reporting and responding to clergy sexual abuse. The website contains, among other things:

- 25 a. Contact information for the VAC, Chancellor and the number/email for the dedicated
26 Survivor Advocacy Hotline;
- 27 b. Information regarding the Debtor’s Minor Diocesan Review Board and steps for reporting
28 abuse;
- 29 c. A parish infographic detailing the steps the Debtor will take to respond to and investigate
30 a claim of clergy sexual abuse;
- 31 d. Access to the Virtus registration and login in both English and Spanish, as well as retraining
32 instructions, so that safe environment training can be easily accomplished;
- 33 e. Policies related to *Background Screening and Training*, *Sexual Misconduct*, and *Minors*
34 *Volunteering or Working with Younger Children*;
- 35 f. Links to the *Code of Conduct Involving Interactions with Minors and Vulnerable Adults*
36 (in both Spanish and English), *Live Scan Requests* (for both employees and volunteers),
37 *Approved Safe Environment Curriculum for Children and Youth*, the forms for both schools
38 and churches regarding their *Safe Environment Reporting*, the *USCCB Charter for the*
39 *Protection of Children and Young People* and the *On Site Safe Environment Training*
40 *Schedule*; and
- 41 g. The “Credibly Accused List” of diocesan priests, religious order priests, deacons and
42 brothers (as well as some priests from other dioceses who had worked in the Debtor) who
43 have been credibly accused of the sexual abuse of minors.

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1 The Debtor, through its programs, offices, coordinators and trainings, is committed to serving
2 those affected by historical clergy sexual abuse and to prevent future abuse from occurring. The Debtor is
3 bound by the USCCB Charter, a comprehensive set of procedures originally established by the United
4 States Conference of Catholic Bishops in June 2002, and modified in 2005, 2011, and most recently in
5 2018. The purpose of the USCCB Charter is to address allegations of sexual abuse of minors by Catholic
6 clergy. The USCCB Charter also includes guidelines for reconciliation, healing, accountability, and
7 prevention of future acts of abuse.

8 Finally, the Debtor continues to support the No More Secrets Ministry (“NMSM”), which was
9 formed by survivors of clergy sexual abuse in 2000 with the mission to provide an opportunity for personal
10 sharing, prayerful reflection, and spiritual renewal. NMSM has joined forces with the VAC and Licensed
11 Clinical Social Workers, to further support survivors to launch a new initiative called “**Lifting Survivors’
12 Voices at the Oakland Diocese.**” Its work has been ongoing for nearly a quarter of a century.

13 **The Plan provides the Debtor shall continue these efforts as part of its Non-Monetary
14 Commitment to Healing and Reconciliation.**

15 **ARTICLE V**

16 **THE CHAPTER 11 CASE**

17 **A. Events Leading to the Chapter 11 Case**

18 In the State of California, there have been two “open window” periods allowing individuals under
19 civil law to bring claims for childhood sexual abuse which otherwise were barred due to the expiration of
20 the statute of limitations (prescription). In 2002, the California Legislature permitted certain expired
21 claims of childhood sexual abuse not only against the perpetrators but also against third-party defendants
22 (like the Churches) for a one-year period starting January 1, 2003 (the “First Legislation”). The Debtor
23 paid approximately \$56,000,000 to 52 plaintiffs in settlement of claims brought as part of the First
24 Legislation.

25 On October 13, 2019, Governor Gavin Newsom signed into law California Assembly Bill No. 218
26 (“AB 218”). AB 218 revived the statute of limitations for individuals to file civil lawsuits for childhood
27 sexual abuse. The passage of AB 218 allowed certain individuals to bring what had been time-barred
28 claims against individuals and entities for such claims through and including December 31, 2022. As of
29 May 4, 2023, there were approximately 332 separate, active lawsuits or mediation demands pending
30 against the Debtor filed by plaintiffs alleging sexual abuse by clergy or others associated with the Debtor
31 (the “State Court Actions”).

32 The Debtor had neither the financial means nor the practical ability to litigate all of the abuse
33 claims in state court. The Debtor commenced this Chapter 11 Case to allow all of the abuse claims to be
34 asserted and addressed in a single forum – the Bankruptcy Court – and to ensure that all meritorious abuse
35 claims be paid on a fair and equitable basis pursuant to an approved chapter 11 plan.

36 The Plan propounded by the Debtor will fairly and equitably compensate abuse survivors and will
37 also enable the Debtor to continue its mission to serve the needs of the faithful within the Diocese of
38 Oakland, and to continue to provide social services to numerous underserved people and groups in the
39 East Bay, regardless of their religious faith.⁸

40 ⁸ As discussed in the Committee Letter, the Committee disagrees with this assertion.

1 **B. Voluntary Petition**

2 On May 8, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for chapter 11
3 bankruptcy relief under the Bankruptcy Code [Docket No. 1]. An immediate effect of the filing of the
4 Chapter 11 Case was the imposition of the automatic stay under section 362 of the Bankruptcy Code,
5 which, with limited exceptions, enjoined the commencement or continuation of: (1) all collection efforts
6 by creditors; (2) enforcement of liens against any assets of the Debtor; and (3) all litigation against the
7 Debtor.

8 The Debtor continues to operate its ministry and manage its properties as a debtor-in-possession
9 under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in this Chapter
10 11 Case.

11 **C. First Day Relief**

12 On the Petition Date, the Debtor filed a number of motions and other pleadings (the “First Day
13 Motions”), the most significant of which are described below. The First Day Motions were proposed to
14 ensure the Debtor’s orderly transition into this Chapter 11 Case, to allow the Debtor to work with other
15 stakeholders to achieve a plan of reorganization that will fairly and equitably compensate abuse survivors
16 and will also enable the Debtor to continue its mission to serve the needs of the faithful within the diocese;
17 preserving the confidentiality of abuse survivors through special noticing procedures; continuing the
18 ministry of the Roman Catholic Church to the nearly 550,000 Catholics in the diocese; maintaining
19 employee compensation; maintaining the good will and morale of the priests, lay employees and others
20 who work on the programs and services provided by the Debtor; preserving and maximizing the Debtor’s
21 insurance assets to help provide fair and equitable compensation to abuse survivors; and maintaining
22 services for those Catholics and non-Catholics alike who benefit from the many critical services provided
23 by the charitable, educational and other service organizations affiliated with the Debtor.

24 The First Day Motions included:

- 25 • *Motion for an Order Authorizing and Approving Special Noticing and Confidentiality
26 Procedures* [Docket No. 6];
- 27 • *Motion for Interim and Final Orders Authorizing the Debtor to (I) Pay Certain Prepetition
28 Invoices for Abuse Survivors’ Assistance and Safe Environment Programs, and (II)
Continue its Prepetition Practice of Paying for Abuse Survivors’ Assistance and Safe
Environment Programs* [Docket No. 8];
- *Motion for Interim and Final Orders Authorizing the Debtor to (I) Pay Prepetition
Employee Wages, Salaries, Benefits and Other Related Items; (II) Reimburse Prepetition
Employee Business Expenses; (III) Continue Employee Benefit Programs; and (IV) Pay
All Costs and Expenses Incident to the Foregoing* [Docket No. 13];
- *Motion for an Order Establishing Adequate Assurance Procedures with Respect to
Debtor’s Utility Providers* [Docket No. 14];
- *Motion for Interim and Final Orders Authorizing the Debtor to (I) Continue Existing
Insurance Coverage and Satisfy Obligations Related Thereto, and (II) Renew, Amend,
Supplement, Extend or Purchase Insurance Policies in the Ordinary Course of Business*
[Docket No. 15]; and
- *Motion for Interim and Final Orders Authorizing the Debtor to (I)(A) Continue Existing
Cash Management System, (B) Honor Certain Prepetition Obligations Related to the Use
Thereof, (C) Continue Intercompany Arrangements, (D) Maintain Existing Bank Accounts*

1 *and Business Forms, and (E) Continue Use of Existing Credit Card Accounts; and (II)*
2 *Waive Certain Requirements of 11 U.S.C. 345(b) [Docket No. 16].*

3 The First Day Motions were granted, with certain adjustments or modifications to accommodate
4 points identified by the Bankruptcy Court, United States Trustee for Region 17 (the “U.S. Trustee”) and
5 other parties in interest.

6 **D. Retention of Advisors for the Debtor**

7 Soon after the commencement of the Chapter 11 Case, the Debtor obtained Bankruptcy Court
8 approval of the retention of:

- 9 (1) Foley & Lardner LLP as the Debtor’s general bankruptcy counsel (*see* [Docket No. 145]);
- 10 (2) Alvarez & Marsal North America, LLC as the Debtor’s restructuring advisor and expert
11 consultants regarding Abuse Claims (*see* [Docket No. 191]);
- 12 (3) Kurtzman Carson Consultants LLC as the Debtor’s claims and noticing agent (*see* [Docket
13 No. 40]) and administrative advisor (*see* [Docket No. 146]); and
- 14 (4) Breall & Breall LLP as the Debtor’s special insurance counsel (*see* [Docket No. 434]).

15 Subsequently, the Debtor also obtained Bankruptcy Court approval of the retention of VeraCruz
16 Advisory, LLC as financial consultant to the Debtor (*see* [Docket No. 1167]). The Debtor has also retained
17 ordinary course professionals pursuant to the *Order (I) Authorizing the Retention and Payment, Effective
18 as of the Petition Date, of Professionals Utilized by the Diocese in the Ordinary Course of Business and
19 (II) Granting Related Relief* [Docket No. 263].

20 **E. The Committee**

21 On May 23, 2023, the U.S. Trustee appointed the Committee in this Chapter 11 Case pursuant to
22 section 1102 of the Bankruptcy Code.

23 The Committee consists of the following members: (1) John-Norman Kalama Houo Ka Ikaika
24 Cobb; (2) Scott Brian Drescher; (3) Jason Jaye; (4) Jenna McCarthy; (5) Kelly O’Lague; (6) David
25 Sheltraw; (7) Judy Roberts; (8) Sherry Waterworth; and (9) Steven Woodall.

26 Since its appointment, the Committee has been actively involved with the Debtor in overseeing
27 the administration of the Chapter 11 Case as a fiduciary for all unsecured creditors of the Debtor in this
28 Chapter 11 Case and has consulted with the Debtor on various matters relevant to the Chapter 11 Case.
The Debtor has also discussed its business operations with the Committee and their advisors and has
negotiated with the Committee regarding actions and transactions outside of the ordinary course of
business. The Committee has participated actively in reviewing the Debtor’s business operations,
operating performance and business plan.

The Committee has obtained Bankruptcy Court approval of the retention of:

- (1) Lowenstein Sandler LLP as lead counsel to the Committee (*see* [Docket No. 205]);
- (2) Keller Benvenuti Kim LLP as local counsel to the Committee (*see* [Docket No. 204]);
- (3) Berkeley Research Group, LLC for the Committee (*see* [Docket No. 330]);
- (4) Burns Bair LLP as special insurance counsel to the Committee (*see* [Docket No. 372]);

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1 (5) Stout Risius Ross, LLC as expert consultant on valuation of Abuse Claims (*see* [Docket
2 No. 510]); and

3 (6) Douglas Wilson Companies as real estate consultant to the Committee (*see* [Docket No.
4 1332]).

5 **F. Further Motions in the Chapter 11 Case**

6 1. **Exclusivity**

7 During the first 120 days of a chapter 11 reorganization, a debtor retains the exclusive right to
8 submit a plan of reorganization and solicit votes for the plan. The exclusive period may be extended by
9 the bankruptcy court for periods not to exceed eighteen months in total. The Debtor has sought and been
10 granted four such extensions [Docket Nos. 388, 702, 1088 and 1306]. The last such extension extended
11 the period during which the Debtor had the exclusive right to file a chapter 11 plan, as provided in 11
12 U.S.C. § 1121(b) and (c)(2), through and including November 8, 2024, and the period during which the
13 Debtor has the exclusive right to solicit acceptance of a chapter 11 plan, as provided in 11 U.S.C. §
14 1121(c)(3), through and including January 8, 2025 (the “Exclusive Solicitation Period”). During the
15 Exclusive Solicitation Period, no competing plan may be filed.

16 2. **Removal**

17 On August 1, 2023, the Debtor filed *Debtor’s Motion for Entry of an Order, Pursuant to*
18 *Bankruptcy Rules 9006 and 9027, Enlarging the Period Within Which the Debtor May Remove Actions*
19 *Pursuant to 28 U.S.C. § 1452* [Docket No. 318] (the “First Motion”). Section 1452 permits the removal
20 of civil action claims that are related to a bankruptcy case and Rule 9027 creates the time period within
21 which notices of removal must be filed. The Debtor has requested multiple extensions of this period to
22 provide it with additional time to determine whether to remove certain pending civil actions related to this
23 Chapter 11 Case. The Bankruptcy Court entered an order approving the Debtor’s requested extension on
24 August 22, 2023 [Docket No. 387] and entered orders approving the Debtor’s subsequent requested
25 extensions on February 2, 2024 [Docket No. 840], August 23, 2024 [Docket No. 1305], and March 3,
26 2025 [Docket No. 1797]. Presently, the removal period during which the Debtor may file notices of
27 removal of claims or causes of action in a civil proceeding—including the State Court Actions—is
28 extended through and including August 1, 2025.

3. **Unexpired Leases of Nonresidential Real Property**

A debtor must assume or reject unexpired leases of nonresidential real property by the earlier of
(a) 120 days from the date of the petition, or (b) the date on which the Bankruptcy Court confirms the plan
of reorganization, at which time a debtor will be considered to have rejected the leases. A debtor, upon a
showing of cause, may request that the bankruptcy court extend the time period in which the debtor must
make the decision by a period of 90 days. 11 U.S.C. § 365(d)(4)(B). In this Chapter 11 Case, the Debtor
has sought and been granted four such extensions with respect to certain leases, including the unexpired
lease for the Debtor’s use of the Cathedral Center. (*See* Docket Nos. 367, 421, 640, 703, 883, 925, 1011,
1328, and 1345.) Presently, the time period within which the Debtor may assume or reject the Cathedral
Lease is extended through and including April 1, 2025, in accordance with section 365(d)(4) of the
Bankruptcy Code. On March 11, 2025, the Debtor requested a further extension of its deadline for
assuming or rejecting the Cathedral Lease, through October 1, 2025. [Docket No. 1825.] That request
remains pending as of the date hereof.

G. Mediation

On December 19, 2023, the Debtor and the Committee jointly filed the *Joint Motion for Entry of*
an Order Referring Parties to Mediation, Appointing Mediators and Granting Related Relief [Docket No.

1 705] (the “Mediation Motion”). On January 22, 2024, the Court entered an order referring the parties to
2 mediation, appointing the mediators agreed by the parties, and identifying the matters for mediation, both
3 as between the Debtor and the Committee, and between the Debtor and its insurers [Docket No. 810] (the
4 “Mediation Order”). The matters for mediation and the specifics of the mediation process are more fully
5 set forth in the Mediation Order.

6 The Committee and the Debtor each met individually with mediators Judge Christopher Sontchi
7 and Jeff Krivis, exchanged initial proposals, and participated in the first round of mediation on March 18
8 and 19, 2024. Additional in-person mediation sessions were held on April 15-16, May 13-14, and June
9 18-19. Counsel for the Debtor and Committee held virtual one-hour meetings approximately each week
10 in July. Further in-person mediation sessions with the Committee were held on August 13, September 10-
11 11 and 30, October 1 and 16-17, 2024. These sessions resulted in multiple proposals from each side
12 culminating in multiple written term sheets and/or proposals submitted by the Debtor and responses from
13 the Committee.

14 The Debtor commenced mediation with the Insurers in June 2024. Debtor’s counsel met
15 independently with mediators Judge Randall Newsome and Tim Gallagher in March to prepare for the
16 mediation related to the Insurance Coverage Litigation (as defined below). Mediation sessions with both
17 the Committee and insurers were held in-person on June 18-19 and October 22. A virtual mediation was
18 held on October 31. The Debtor and the Insurers held a virtual mediation session on November 6. All
19 Insurers were represented at each mediation session. Throughout this process, the parties have expressed
20 their respective positions and expectations and have submitted information and mediation statements to
21 the insurance mediators.

22 Following the conclusion of the virtual mediation session on November 6, and immediately prior
23 to the filing of the Original Plan, the Debtor and Insurers reached agreement on the terms of the Insurance
24 Assignment, the creation of the Survivors’ Trust, and the Litigation Option, all as embodied in the Plan.
25 This agreement was no small feat. The Debtor and Insurers have been adversaries throughout this Chapter
26 11 Case on numerous important issues. As set forth in the Committee Letter, the Committee did not join
27 in that agreement. The Debtor has not reached agreement with the Committee on any Plan terms, although
28 multiple aspects of the Plan align with the Committee’s stated requests.

On February 23-24, 2025, the Debtor, Committee, and Insurers held a further joint mediation
session in person in San Francisco with Mediators Sontchi, Gallagher, and Newsome. The mediation
ended without a resolution between the Debtor and Committee.

19 **H. Bar Dates and Claims Process**

20 1. **Bar Dates**

21 On May 22, 2023, the Debtor filed its schedules of assets and liabilities, identifying the assets and
22 liabilities of its Estate [Docket No. 54] (as amended, restated or modified from time to time, the
23 “Schedules”), and also a statement of financial affairs [Docket No. 54] (as amended, restated or modified
24 from time to time, the “Statement”). The Debtor updated the Schedules with amendments on June 8, 2023
25 [Docket No. 102], June 21, 2023 [Docket No. 161] and December 22, 2023 [Docket No. 720]. The Debtor
26 updated the Statement with amendments on June 8, 2023 [Docket No. 103] and December 14, 2023
27 [Docket No. 693].

28 In addition, pursuant to an order dated July 25, 2023 [Docket No. 293] (the “Bar Date Order”), the
Bankruptcy Court established the following bar dates for the filing of Proofs of Claim in this Chapter 11
Case:

- i. the general bar date (the “General Bar Date”) for all Claims, except as noted below,
of September 11, 2023, at 5:00 p.m. (prevailing Pacific Time);

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- 1 ii. a governmental bar date (the “Governmental Bar Date”) for all Governmental Units
2 (as defined in section 101(27) of the Bankruptcy Code) of November 6, 2023, at
3 5:00 p.m. (prevailing Pacific Time);
- 4 iii. a bar date for Claims amended or supplemented by the Debtor’s amended
5 Schedules of on or before the later of (a) the General Bar Date or the Governmental
6 Bar Date (as applicable); and (b) 5:00 p.m. (prevailing Pacific Time) on the date
7 that is thirty (30) days after the date on which the Debtor provides notice of
8 previously unfiled schedules or an amendment or supplement to the schedules (the
9 “Amended Schedules Bar Date”); and
- 10 iv. a bar date for any Claims arising from or relating to the rejection of executory
11 contracts or unexpired leases (the “Rejection Damages Bar Date” and, together with
12 the General Bar Date, Governmental Bar Date, and Amended Schedules Bar Date,
13 the Bar Dates”) of on or before the later of (a) the General Bar Date or the
14 Governmental Bar Date (as applicable) and (b) 5:00 PM (prevailing Pacific Time)
15 on the date that is thirty (30) days after the entry of the order authorizing the
16 rejection of such executory contract or unexpired lease.

17 The Debtor provided notice of the Bar Dates as required by the Bar Date Order as reflected in
18 various Certificates and Supplemental Certificates of Service, *see, e.g.* Docket Nos. 333, 360, 385, and
19 419, and the *Certificate of Counsel Regarding Compliance with Certain Provisions in the Bar Date Order*
20 [Docket No. 334].

21 The Bar Date Order contemplated the submission by Claimants asserting Abuse Claims of an
22 optional supplement providing additional facts and background information regarding their abuse,
23 including the alleged perpetrator, location, frequency, and other circumstances. Claimants were also asked
24 to submit any filed state-court pleadings, if any. All of the information submitted in any proofs of claim
25 alleging an Abuse Claim or the optional supplement attached thereto was (and remains) subject to strict
26 confidentiality procedures and protections. The Debtor has taken every step within its power to protect
27 this information.

2. The Claims Review Process

28 The vast majority of non-duplicate Abuse Claims (approximately 91%) included the optional
supplement in one form or another alongside the Proof of Claim form itself. As part of the Chapter 11
Case, the Debtors, with the assistance of its advisors, conducted a thorough review of the Abuse Claims
and optional supplements filed by Claimants asserting such claims. This review included the identification
of duplicate Claims (most of which were either filed by multiple sets of counsel for a given Claimant and
are identical or amend a previously filed claim to provide the optional supplement); Claims that predate
the formation of the Debtor in 1962; Claims that assert liability of a third party, such a religious order;
Claims that lack sufficient information for the Debtor to ascertain its own liability; Claims that were
previously settled, such as in connection with the First Legislation; or Claims that did not correspond to a
filed state-court complaint. The Debtor’s review was intended to identify objective facts or circumstances
asserted in the Abuse Claims, as well as any gaps in same, and allowed the Debtor, in many cases, to use
its own records to fill those gaps.

As of March 9, 2025, 427 Abuse Claims were filed pursuant to the Bar Date Order. Of that number,
33 filed Abuse Claims are duplicative of other, timely filed claims. An additional 8 Abuse Claims were
filed after the Bar Date, no motion to deem such claims as timely has been filed, and accordingly, such
claims are untimely. After accounting for duplicative, untimely claims, 386 “unique” (non-duplicative,
timely) claims remain. Of these 386 unique claims, the Debtor believes, based on various factors
identified in its review of the Abuse Claims, approximately 345 Abuse Claims exist that may ultimately
be entitled to distributions from the Survivors’ Trust. However, the Debtor has not filed any objections

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1 to claims as of the filing of the Plan and understands that the provisions of the Survivors' Trust Distribution
2 Plan will ultimately control which Claimants receive distributions and in what amount. Nothing in the
3 Plan or this Disclosure Statement attempts to disallow any Allowed Claims or seeks a determination
4 regarding allowance.

5 Many of the Abuse Claims are asserted to be of six-figure or seven-figure amounts, and many are
6 listed as having an unknown amount. The Abuse Claims present unique complexities of confidentiality,
7 valuation, procedure, and appropriate and equitable treatment of Claims. After the Debtor's careful
8 evaluation of all filed Claims with the assistance of the Debtor's advisors, the Debtor is confident that the
9 Plan establishes protocols to ensure that Allowed Abuse Claims are compensated through an expedited,
10 uniform claims process.

11 **I. Litigation Regarding Insurance Coverage for Abuse Claims**

12 The portfolio of insurance policies providing coverage for sexual abuse claims, maintained by the
13 Debtor over a period of several decades, is an essential asset of the Estate. This insurance coverage is a
14 critical part of the Debtor's Plan. Prior to the Petition Date, the Debtor tendered through its broker both
15 the Debtor's defense and indemnity of the claims asserted against the Debtor under the applicable
16 insurance policies to the associated carriers that issued those policies (the "Defendant Carriers").

17 Those Defendant Carriers that issued primary insurance policies received tender on behalf of the
18 Debtor and have agreed to provide a defense to the claims falling within the coverage period of each
19 primary insurance Defendant Carrier's insurance policy. However, the primary insurance Defendant
20 Carriers have failed to confirm they have any obligation to indemnify the Debtor for these claims. Those
21 Defendant Carriers that issued excess or umbrella policies received the tender on behalf of the Debtor
22 but improperly denied or failed to confirm coverage (including, without limitation, failure to provide both
23 defense and/or indemnity), or otherwise reserved rights to deny coverage based on various defenses and
24 exclusions, including by failing to recognize the exhaustion or substantial likelihood of exhaustion of
25 underlying insurance through payment, liquidation or other means and thereby requiring the excess
26 insurance to drop down and provide defense and/or indemnity to the Debtor.

27 As of the filing of this Chapter 11 Case, despite the Debtor's continuing efforts to obtain coverage
28 from the Defendant Carriers, the Defendant Carriers have reserved their rights to deny coverage and have
not agreed to indemnify the Debtor for any liability determinations. Some of the Defendant Carriers
agreed to reimburse the Debtor's defense costs for claims falling within the coverage periods of those
Defendant Carriers' insurance policies, but have not confirmed, and have reserved rights regarding, any
an indemnity obligation for those Claims.

Because the Debtor and the Defendant Carriers were unable to reach a resolution regarding
coverage, on June 22, 2023, the Debtor initiated an adversary proceeding, captioned *The Roman Catholic
Bishop of Oakland v. Pacific Indemnity, et al.*, Adv. Pro. 23-04028 (the "Pacific Adversary"), and filed a
complaint for declaratory relief and breach of contract, seeking to liquidate the Debtor's claims against
numerous of its historical insurers [Docket No. 2]. On August 30, 2023, the Debtor initiated an additional
adversary proceeding, captioned *The Roman Catholic Bishop of Oakland v. Am. Home Assurance Co., et
al.*, Adv. Pro. 23-04037, and filed a complaint seeking declaratory relief and alleging breach of contract
against two additional insurers [Docket No. 1] (the "American Home Adversary" and, together with the
Pacific Adversary, the "Insurance Coverage Litigation").

Following an initial round of motions to dismiss in the Pacific Adversary, the Debtor filed its
second amended complaint in the Pacific Adversary on December 18, 2023 (Adv. Pro. 23-04028, [Docket
No. 161]), and its first amended complaint in the American Home Adversary on December 19, 2023 (Adv.
Pro. 23-04037, [Docket No. 13]). On January 12, 2024, the Debtor filed its third amended complaint in
Adv. Pro. 23-04028 [Docket No. 163] (the "Third Amended Complaint"). In response to the Third
Amended Complaint, the defendant insurers variously filed two motions to dismiss [Adv. Pro. 23-04028,

1 Docket Nos. 173, 175], a motion to dismiss and/or for more definite statement [*id.*, Docket No. 171]
2 (collectively, the “Motions to Dismiss”), and two answers [*id.*, Docket Nos. 164, 165].

3 The defendant insurers filed motions to withdraw the reference as to the Pacific Adversary on
4 February 2, 2024 (Adv. Pro. 23-04028 [Docket Nos. 188, 189]) and the American Home Adversary on
5 March 21, 2024 (Adv. Pro. 23-04037 [Docket No. 26]). The two adversary proceedings are now
6 consolidated before Judge Corley in the District Court, under District Court Case No. 3:24-cv-00709-JSC
7 (the “Insurance Coverage Litigation”).

8 The Motions to Dismiss were heard by the District Court on July 11, 2024. The District Court
9 granted the Motions to Dismiss with leave to amend, but in doing so made it clear that the action would
10 move forward. In fact, the District Court ordered that discovery in the cases continue even while the
11 Debtor prepared the amendment directed by the District Court, emphasizing that “discovery is open now.”
12 Insurance Coverage Litigation, Transcript of July 11, 2024, Hearing [Docket No. 103], at 36:22.) In
13 response to a request from certain insurer defendants that discovery not go forward pending an amended
14 complaint, the District Court stated: “You know what your reservation of rights are, what your potential
15 defenses are, so you know what discovery you need to do. I don't -- we're not slowing this down for the
16 pleading. Not going to do that.” *Id.*, at 37:17 – 38:8.

17 The Debtor filed further amended complaints on September 12, 2024 (*id.*, [Docket Nos. 111, 112])
18 and October 7, 2024 (*id.*, [Docket No. 125]) (Insurance Coverage Litigation Docket Nos. 111 and 125,
19 collectively, the “Current Amended Complaints”) following a court-ordered meet and confer regarding
20 the sufficiency of allegations. A further case management conference in the District Court occurred on
21 November 14, 2024.

22 Written discovery proceeded while the Motions to Dismiss the Third Amended Complaint were
23 pending and is ongoing. The Debtor issued written discovery requests to the insurer defendants on May
24 24, 2024. Thereafter, the Debtor met and conferred with the Defendant Carriers and exchanged letters
25 regarding the Debtor’s written discovery and the Defendant Carriers’ responses and objections thereto.
26 Some Defendant Carriers claim to have produced all responsive documents, while the Debtor still awaits
27 document productions from some Defendant Carriers. The Debtor continues to review these responses
28 and pursue documents. The Debtor has also responded to written discovery requests served by certain
29 Defendant Carriers and is working to respond to written discovery requests from other Defendant Carriers.

30 On May 29, 2024, the Debtor sent separate supplemental tender letters to the insurer defendants in
31 the Insurance Coverage Litigation, demanding they provide a defense for certain additional claims covered
32 by various policies issued to RCBO. Additionally, on May 30, 2024, the Debtor served separate policy
33 limits demand letters on behalf of RCBO to all the insurer defendants (except the California Insurance
34 Guarantee Association (“CIGA”). These letters demanded that each insurer indemnify RCBO in the
35 amount of the policy limits for each applicable insurance policy, and that each Insurer respond within 30
36 days confirming it would do so. The Debtor has received responses, although none included agreement
37 to indemnify the Debtor as requested and as required by the insurance policies.

38 The Debtor believes there is substantial value in the insurance policies that it purchased over many
39 decades. These assets are an important resource to further the Debtor’s goals of compensating Holders of
40 Abuse Claims. Any pre-Confirmation proceeds the Debtor wins in judgments in the Insurance Coverage
41 Litigation, or obtains through a negotiated resolution, will infuse the Estate with unrestricted cash assets,
42 which can be used to, among other things, contribute to Survivors’ Trust Assets. If the Insurance Coverage
43 Litigation is unresolved upon confirmation of the Plan, the Insurance Coverage Litigation will be
44 transferred to the Survivors’ Trust as part of the Assigned Insurance Interests. Subsequently, Trust
45 Claimants will have the right to pursue the Litigation Option, if they so elect, further augmenting their
46 own individual recoveries.

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THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 In light of the terms of the Plan and in order to conserve the resources of all parties involved, on
2 November 19, 2024, the Debtor filed a motion in the District Court requesting that the Insurance Coverage
3 Litigation be held in abeyance until such time as the Plan is confirmed or confirmation is denied.
4 Insurance Coverage Litigation [Docket No. 146] (the “Abeyance Motion”). Following a hearing on
5 January 16, 2025, the District Court granted the Abeyance Motion, and ordered that the Insurance
6 Coverage action is stayed, except as to discovery, pending further order of the District Court [Docket No.
7 166] (the “Abeyance Order”). Pursuant to the Abeyance Order, the parties filed a joint update regarding
8 the status of discovery and of the Chapter 11 Case on March 3, 2025. [Docket No. 171.]

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J. Original Debtor Plan and Disclosure Statement

19 On November 8, 2024, the Debtor filed *Debtor’s Plan of Reorganization* [Docket No. 1444] (the
20 “Original Plan”) and accompanying *Disclosure Statement for the Debtor’s Plan of Reorganization*
21 [Docket No. 1445] (the “Original Disclosure Statement”).

22 On November 13, 2024, the Debtor filed *Motion for Order (I) Approving Disclosure Statement;
23 and (II) Establishing Procedures for Plan Solicitation, Notice, and Balloting* [Docket No. 1453] (the
24 “Approval Motion”). The Committee objected to approval of the Disclosure Statement on various bases,
25 arguing that Survivors (and other creditors) should not even get the chance to express their opinion by
26 voting. Among other things, the Committee also requested that, should the Bankruptcy Court ultimately
27 approve the Disclosure Statement, the confirmation hearing in this case be delayed significantly to allow
28 certain alternatives that the Committee prefers to proceed.

On December 18, 2024, the Bankruptcy Court conducted an initial hearing on the Approval Motion
and related matters. The Debtor filed an amended Plan and Disclosure Statement on January 3, 2025, and
the Bankruptcy Court held additional hearings on the amended Plan and Disclosure Statement on January
16, 21, and 30, 2025. Following the hearing on January 30, 2025, the Bankruptcy Court, at the Debtor’s
request, set a further hearing for March 3, 2025, and directed the Debtor to file a further amended Plan
and Disclosure Statement not later than February 18, 2025. The Debtor filed a further amended Plan and
Disclosure Statement on February 18, 2025. The March 3, 2025 hearing was converted to a status
conference, at which the Debtor informed the Bankruptcy Court it intended to file a further revised Plan
and Disclosure Statement on March 17, 2025.

K. The Committee’s Alternate Vision of Case Resolution

Following the filing of the Original Disclosure Statement, on November 14, 2024, the Committee
sent a “Demand Letter” to the Debtor’s professionals, notifying the Debtor that the Committee intended
to pursue certain avoidance action claims against OPF and the Churches if the Debtor declined to do so.
In an effort to discern the Committee’s intent, the Debtor’s counsel called Committee’s counsel to confer
on the Demand Letter and the purported claims alleged therein. However, after one conference call, and
without receiving the Debtor’s refusal to pursue any derivative claims, the Committee filed its first
derivative standing motion on November 20, 2024, seeking standing to pursue avoidance actions against
OPF and the Churches (the “First Standing Motion”).

The First Standing Motion was just the first of a bevy of filings by the Committee has made in an
attempt to derail the Debtor’s Plan and bend the Debtor to its will. Also on November 20, the Committee
filed its first adversary proceeding complaint against the Debtor, OPF, and various Churches seeking (i)
declaratory relief that the real property Churches and funds are property of the estate and (ii) substantive
consolidation of the Debtor and the named Church defendants [Adv. No. 24-04051] (the “First Adversary
Proceeding”). The Committee represented that if the First Standing Motion was granted, it would amend
the complaint in the First Adversary Proceeding to add additional claims described in its First Standing
Motion.

1 That same day, the Committee filed a motion to lift the automatic stay [Docket No. 1460] (the
2 “Lift Stay Motion”) to allow six unspecified state court actions to proceed to trial or individual settlements
3 in order to (a) allegedly help establish benchmark values for all sexual abuse claims in this Chapter 11
4 Case, (b) “unlock” available insurance (meaning the Committee wants to assert leverage over the Insurers)
5 and (c) allow claims against non-debtors named as defendants in the state court actions to proceed.

6 Moreover, less than a week before the initial hearing on the Original Disclosure Statement, on
7 December 11, the Committee filed a second adversary proceeding against the Debtor, Adventus, RCWC,
8 and RCC seeking (i) declaratory relief that all property of Adventus, RCWC, and RCC is property of the
9 estate and (ii) substantive consolidation of Adventus, RCWC, and RCC into the Debtor’s Chapter 11
10 bankruptcy [Adv. No. 24-04053] (the “Second Adversary Proceeding,” together with the First Adversary
11 Proceeding, the “Adversary Proceedings”).

12 Finally, on the eve of the hearing on the Original Disclosure Statement, the Committee filed a third
13 motion, seeking (a) authority to pursue all claims the Debtor holds against its Insurers in the Insurance
14 Coverage Litigation that the Debtor filed and has been prosecuting for more than eighteen months, (b)
15 authorization to substitute the Committee as plaintiff in the already pending Insurance Coverage
16 Litigation, and (c) (in a footnote) to be given full control of the Debtor’s attorney-client and attorney work
17 product privilege related to the Insurance Coverage Litigation and coverage issues (the “Second Standing
18 Motion”). The Demand Letter did not make any demand that the Debtor pursue, and did not otherwise
19 address, the claims in the Insurance Coverage Litigation that were the subject of the Second Standing
20 Motion.

21 On December 30, 2024, the Debtor filed objections and/or responses to the First Standing Motion,
22 Lift Stay Motion, and Second Standing Motions [Docket Nos. 1586, 1581, and 1580, respectively] and
23 supporting declarations and evidence. Generally, the Debtor argued:

- 24 • The First Standing Motion should be denied because: 1) the alleged claims against the
25 Churches are moot—the Debtor has acknowledged that Church real property is property of
26 the Debtor’s estate—and 2) the alleged fraudulent-transfer claims against OPF and the
27 Churches are not colorable. The Debtor did not fraudulently transfer any assets, and all
28 property that would have been available to satisfy creditor claims prior to the transfers
remains equally available now. Specifically, OPF merely acts as a deposit and investment
manager, and all funds deposited with OPF by the Churches are fully accounted for and
remain equally as much a part of the bankruptcy estate as if they had been directly deposited
with a bank or other investment manager. In other words, transfer of funds to OPF was not
intended to, and did not, take any assets out of the reach of creditors that otherwise would
have been available to pay claims.
- The Lift-Stay Motion should be denied because: 1) stay relief is unnecessary in light of the
Litigation Option that, as described herein, will provide Survivors the chance to have their
day in court, should they elect to pursue it, 2) the Committee failed to present a *prima facie*
case supporting stay relief, instead relying on rank speculation and unsupported theories
about future behavior, and 3) the few diocesan cases cited by the Committee where stay
relief was granted are factually and legally distinguishable. Further, it is inequitable to
allow a select few cases to proceed to trial while asking the remaining claimants and the
Debtor to simply wait, potentially for years, until these select few cases complete trial or
are settled. Allowing stay relief will only result in delay and will not result in a better
outcome for claimants, with the possible exception of the select few whose cases are
allowed to proceed in advance of the rest. No requirement for stay relief exists to
successfully conclude this Chapter 11 Case pursuant to a confirmed plan of
reorganization—*this* Plan.

- 1 • The Second Standing Motion should be denied because: 1) it seeks relief completely
2 unsupported by the law in terms of the Committee asking for derivative standing for a
3 lawsuit the Debtor has already brought, 2) the Abeyance Motion does not constitute an
4 unjustified refusal to prosecute the Insurance Coverage Litigation; rather, it is the most
5 appropriate course of action to reduce litigation costs for a limited period of time while the
6 Plan is pending, and 3) the request to be granted control of the Debtor’s attorney-client
7 privilege is wildly inappropriate. Also, again, the individualized Litigation Option resolves
8 the Insurance Coverage Litigation for the benefit of Trust Claimants.

9 For the reasons stated on the record at hearings held on January 15, 16, and 21, 2025, the Court
10 denied without prejudice both the First Standing Motion and the Second Standing Motion. The Court’s
11 orders denying the First Standing Motion and Second Standing Motion were entered on February 1, 2025
12 [Docket Nos. 1700 and 1701].

13 For the reasons stated on the record at the hearings held on January 15, 16, and 21, 2025, the Court
14 denied the Lift Stay Motion without prejudice as to the request to allow six state court actions to proceed
15 against the Debtor. The Court found that the automatic stay of actions against the Debtor does not bar
16 actions against non-debtors named as co-defendants with the debtor in state court actions, and therefore
17 the state court plaintiffs may proceed against such non-debtor parties. This relief was not opposed by the
18 Debtor and was without prejudice to the right of any party to seek to extend or enforce the stay as to any
19 particular case or cases. The Court’s order on the Lift Stay Motion was entered on February 11, 2025
20 [Docket No. 1721].

21 Because the relief requested in the First Standing Motion, Second Standing Motion, and Lift Stay
22 Motion was denied without prejudice, the Committee may seek to renew its requests for the same relief
23 in the future, if circumstances change. The Debtor continues to believe that any such attempt would be
24 unfounded and a waste of estate resources, for the reasons set forth in its oppositions to the motions and
25 as summarized above.

26 The Debtor filed motions to dismiss the Adversary Proceedings on January 24, 2025, and strongly
27 disputes the factual and legal contentions contained therein. The non-debtor defendants in each of the
28 Adversary Proceedings also filed motions to dismiss on the same date (together with the motions filed by
29 the Debtor, the “Motions to Dismiss”).

30 The First Adversary Proceeding asks for relief that is almost entirely meaningless and cannot
31 achieve any real benefit for creditors. The Committee’s causes of action to consolidate Churches into the
32 Debtor’s bankruptcy estate, or for declaratory relief holding that Church property is property of the
33 bankruptcy estate are meaningless, because, as the Debtor acknowledges, the Churches are not separate
34 from the debtor as a matter of applicable civil law, and property of the Churches is already property of the
35 bankruptcy estate, subject to certain funds being held in trust based on donor restrictions. While it is the
36 Debtor’s position, as set forth herein, that Church real property cannot be involuntarily liquidated, the
37 First Adversary Proceeding has no bearing on that issue.

38 That Second Adversary Proceeding, seeking similar relief as to Adventus, RCWC, and RCC is
39 likewise meritless and will not result in any benefit to creditors. As set forth above, RCWC and RCC are
40 separately incorporated non-profit organizations under California law, that respectively operate the
41 Schools and cemeteries within the diocese. As a legal matter, the Committee’s claims that they are
42 indistinguishable from the Debtor are extremely unlikely to succeed. Further, as a practical matter the Plan
43 provides for a contribution of up to \$14.25 million to the Survivors’ Trust by RCWC (depending on the
44 extent of releases received), and a loan of \$55 million from RCC that will be used to fund the Survivors’
45 Trust. Even in the unlikely event the Committee were successful on its legal claims against these entities,
46 it is unlikely that the result would be more than the up to \$69.25 million they are already contributing
47 under the Plan. In sum, it is the Debtor’s believe that the Adversary Proceedings would accomplish nothing
48 other than delay and wasting estate resources on attorneys’ fees.

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 The Bankruptcy Court heard oral argument on the Motions to Dismiss on March 4, 2024. As of
2 the date hereof, the Bankruptcy Court had not yet ruled on either Motion to Dismiss.

3 [THE DEBTOR WILL UPDATE THIS DISCLOSURE STATEMENT AS APPROPRIATE TO
4 REFLECT THE RESULTS OF THE HEARING ON THE MOTIONS TO DISMISS].

5 **As set forth in the Committee Letter, the Committee disputes the Debtor’s position regarding
6 the merits of the motions and Adversary Proceedings described above.**

7 **ARTICLE VI**

8 **SUMMARY OF THE PLAN**

9 The Debtor submits that the treatment of creditors under the Plan is more favorable than the
10 treatment creditors would receive if the Chapter 11 Case were converted to a case under chapter 7 of the
11 Bankruptcy Code. Therefore, the Debtor submits that the Plan is in the best interests of all creditors and
12 the Debtor recommends acceptance of the Plan by Holders of Claims in Class 3 (General Unsecured
13 Claims), Class 4 (Abuse Claims), Class 5 (Unknown Abuse Claims), and Class 6 (Non-Abuse Litigation
14 Claims).

15 The summary of significant elements of the Plan below is provided for the convenience of all
16 parties. The summary does not describe every element of the Plan and is not intended as a substitute for
17 a thorough and complete review of the Plan. This summary is subject to, and is qualified in its entirety
18 by reference to, the full text of the Plan. All creditors are encouraged to review the Plan and this Disclosure
19 Statement, including Exhibits, in their entirety for a more complete understanding of the Plan’s provisions
20 and impact upon creditors. To the extent any term or provision in this Disclosure Statement is inconsistent
21 with a term or provision of the Plan, the term or provision of the Plan shall control.

22 **A. Classification of Claims Generally**

23 Section 1123 of the Bankruptcy Code provides that a plan of reorganization shall designate classes
24 of Claims against a debtor. Section 1122 of the Bankruptcy Code further requires that each class of Claims
25 contain only claims that are “substantially similar” to each other. The Debtor believes that it has classified
26 all Claims in compliance with the requirements of Section 1122 and 1123. However, it is possible that
27 the Holder of a Claim may challenge such classification and that the Bankruptcy Court may find that a
28 different classification is required for the Plan to be confirmed. In such event, the Debtor would, to the
extent permitted by the Bankruptcy Court, modify the classifications in the Plan as required and use the
acceptances received in this solicitation for the purpose of obtaining the approval of a Class or Classes of
which the accepting Holder is ultimately deemed to be a member. Any such reclassification could
adversely affect the Class of which such Holder was initially a member, or any other Class under the Plan,
by changing the composition of such Class and the vote required of that Class for approval of the Plan.
Furthermore, a reclassification of Claims may necessitate a re-solicitation.

29 **B. Classification and Treatment of Claims**

30 All classified Claims have been placed into one of eight separate Classes. The Plan affirmatively
31 states whether each Class of Claims is Impaired or Unimpaired and whether such Class is entitled to vote.
32 Additionally, some Claims are left unclassified. The separate Classes are described in detail within this
33 Disclosure Statement and in the Plan.

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Unimpaired	Non-voting Deemed to accept
Class 2	Priority Unsecured Claims, other than non-classified claims set forth in Article III	Unimpaired	Non-voting Deemed to accept
Class 3	General Unsecured Claims	Impaired	Eligible to vote
Class 4	Abuse Claims	Impaired	Eligible to vote
Class 5	Unknown Abuse Claims	Impaired	Eligible to vote via the Unknown Abuse Claims Representative
Class 6	Non-Abuse Litigation Claims	Impaired	Eligible to vote
Class 7A	Contribution and Indemnification Claims Related to Class 4 Claims	No recovery	Non-voting Deemed to reject
Class 7B	Contribution and Indemnification Claims Related to Class 5 Claims	No recovery	Non-voting Deemed to reject

1. **Class 1 – Secured Claim of RCC**

Classification: Class 1 shall consist of the Allowed Secured Claim of RCC.

Treatment: Except to the extent RCC agrees to less favorable treatment of its Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for its Allowed Secured Claim, RCC shall receive reinstatement under § 1124 of the Bankruptcy Code.

Voting: Class 1 is Unimpaired under the Plan. Each Holder of a Class 1 Claim is conclusively presumed to have accepted the Plan under § 1126(f) of the Bankruptcy Code and is not entitled to vote on the Plan.

2. **Class 2 – Priority Unsecured Claims**

Classification: Class 2 shall consist of all Allowed Priority Unsecured Claims, other than non-classified claims set forth in Article III of the Plan and described in Section V.C below.

Treatment: Except to the extent a Holder of an Allowed Priority Unsecured Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Unsecured Claim, each such Holder shall receive payment in Cash in an amount equal to such Allowed Priority Unsecured Claim, payable on or as soon as reasonably practicable after the later of (a) the Effective Date, (b) the date when such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim, or (c) the date on which the Holder of such Priority Unsecured Claim and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing.

Voting: Class 2 is Unimpaired under the Plan. Each Holder of a Class 2 Claim is conclusively presumed to have accepted the Plan under § 1126(f) of the Bankruptcy Code and is not entitled to vote on the Plan.

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 3. **Class 3 – General Unsecured Claims**

2 Classification: Class 3 shall consist of all Allowed General Unsecured Claims. Class 3 does
3 not include Abuse Claims.

4 Treatment: Except to the extent a Holder of an Allowed General Unsecured Claim
5 (including an Allowed Rejection Claim) agrees to less favorable treatment, in full and final satisfaction,
6 settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each
7 such Holder shall receive payment in Cash from the general operating revenues of the Reorganized Debtor
8 in an amount equal to such Allowed General Unsecured Claim, payable no later than the later of (a) the
9 date that is one year after the Effective Date, (b) the date that is 21 days after the date when such General
10 Unsecured Claim becomes an Allowed General Unsecured Claim, or (c) the date on which the Holder of
11 such General Unsecured Claim and the Reorganized Debtor shall otherwise agree in writing.

12 Voting: Class 3 is Impaired under the Plan. Each Holder of a Class 3 Claim is entitled to
13 vote to accept or reject the Plan.

14 4. **Class 4 – Abuse Claims**

15 **Classification:** Class 4 shall consist of all Allowed Abuse Claims, other than Unknown
16 Abuse Claims. As stated above, approximately 386 non-duplicative, timely Abuse Claims have been
17 asserted against the Debtor and the Contributing Non-Debtor Catholic Entities through proofs of claim
18 filed in the Chapter 11 Case.

19 **Treatment:** The Plan creates the Survivors' Trust to fund payments to Holders of Allowed
20 Abuse Claims entitled to such payments under the Plan and the Survivors' Trust Documents. Except to
21 the extent a Holder of an Allowed Abuse Claim agrees to less favorable treatment of such Claim, in full
22 and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Abuse
23 Claim, each such Holder shall receive their allocable share of the Survivors' Trust Assets at the time and
24 in the manner set forth in Articles VIII and IX of the Plan and the Survivors' Trust Documents. It is
25 intended that any payment on an Allowed Abuse Claim will constitute payment for damages on account
26 of personal physical injuries or sickness arising from an occurrence, within the meaning of Section
27 104(a)(2) of the Tax Code.

28 The Plan provides for the establishment of the Survivors' Trust to fund distributions to
Holders of Class 4 and Class 5 Claims. The Survivors' Trust shall be funded as provided in Article IX of
the Plan. Distributions from the Survivors' Trust shall be made to Holders of Class 4 and Class 5 Claims
on a fair and equitable basis, pursuant to and in accordance the Survivors' Trust Agreement and other
Survivors' Trust Documents, including the Survivors' Trust Distribution Plan. Holders of Class 4 and
Class 5 Claims may recover their Claims from the Survivors' Trust and/or through the Litigation Option
as described in Article VII herein and in Article IX of the Plan.

Voting: Class 4 Claims are Impaired under the Plan. Each Holder of a Class 4 Claim is
entitled to vote to accept or reject the Plan.

5. **Class 5 - Unknown Abuse Claims**

Classification: Class 5 shall consist of all Allowed Unknown Abuse Claims.

Treatment: The Unknown Abuse Claims Reserve shall be established on the Effective
Date pursuant to the Survivors' Trust Documents. Except to the extent a Holder of an Allowed Unknown
Abuse Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement,
release, and discharge of and in exchange for such Allowed Abuse Claim, each such Holder shall receive
their allocable share of the Unknown Abuse Claims Reserve at the time and in the manner set forth in

Articles VIII and IX of the Plan and the Survivors' Trust Documents. It is intended that any payment on an Allowed Unknown Abuse Claim will constitute payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of section 104(a)(2) of the Tax Code.

Voting: Class 5 Claims are Impaired under the Plan. The Unknown Abuse Claims Representative is entitled to vote to accept or reject the Plan on behalf of all Holders of Class 5 Claims and shall submit a single Ballot on behalf of all such Holders.

6. **Class 6 – Non-Abuse Litigation Claims**

Classification: Class 6 shall consist of all Allowed Non-Abuse Litigation Claims.

Treatment: The Plan creates the Non-Abuse Litigation Reserve to fund payments to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section 12.7 of the Plan. Except to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Non-Abuse Litigation Claim, each such Holder shall receive their allocable share of the Non-Abuse Litigation Reserve.

Voting: Class 6 Claims are Impaired under the Plan. Each Holder of a Class 6 Claim is entitled to vote to accept or reject the Plan.

7. **Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims**

Classification: Class 7A shall consist of all Abuse Related Contribution Claims against the Debtor arising out of a Class 4 Claim.

Treatment: Any Holder of a Class 7A Claim who is also a Contributing Non-Debtor Catholic Entity shall be deemed to have waived its Class 7A Claim against the Debtor, Reorganized Debtor, the Estate, the Survivors' Trust, and any Settling Insurer in exchange for the Release and Exculpation provided by the Plan. Any Holder of a Class 7A Claim who is not a Contributing Non-Debtor Catholic Entity shall have its Class 7A Claim Disallowed.

Voting: Class 7A Claims are Impaired under the Plan. Holders of Class 7A Claims shall not receive a distribution under the Plan and are therefore deemed to reject the Plan.

8. **Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims**

Classification: Class 7B shall consist of all Abuse Related Contribution Claims against the Debtor arising out of a Class 5 Claim.

Treatment: Any Holder of a Class 7B Claim who is also a Contributing Non-Debtor Catholic Entity shall be deemed to have waived its Class 7B Claim against the Debtor, Reorganized Debtor, the Estate, the Survivors' Trust, and any Settling Insurer in exchange for the Release and Exculpation provided by the Plan. Any Holder of a Class 7B Claim who is not a Contributing Non-Debtor Catholic Entity shall have its Class 7B Claim Disallowed.

Voting: Class 7B Claims are Impaired under the Plan. Holders of Class 7B Claims shall not receive a distribution under the Plan and are therefore deemed to reject the Plan.

1 **C. Unclassified Claims.**

2 The following Claims shall not be classified under the Plan but shall be entitled to the treatment
3 set forth in Article III of the Plan.

4 1. **Administrative Claims**

5 a. *Administrative Expense Claims.* Administrative Expense Claims are Claims for
6 costs or expenses incurred in the administration of the Debtor's Chapter 11 Case, which are Allowed under
7 section 503(b) of the Bankruptcy Code. In accordance with section 1123(a)(1) of the Bankruptcy Code,
8 Administrative Expense Claims have not been classified and are treated as described in Section 3.1 of the
9 Plan.

10 (i) **Treatment.** Except to the extent that a Holder of an Allowed
11 Administrative Expense Claim agrees to less favorable treatment with respect to such Allowed
12 Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim shall
13 receive, on account of and in full and complete settlement, release and discharge of, and in
14 exchange for, such Claim, payment of cash in an amount equal to such Allowed Administrative
15 Expense Claim on or as soon as reasonably practicable after the later of: (a) the Effective Date; (b)
16 the first Business Day after the date that is thirty (30) calendar days after the date such
17 Administrative Expense Claim becomes an Allowed Administrative Expense Claim; (c) such other
18 date(s) as such holder and the Debtor or the Reorganized Debtor shall have agreed; or (d) such
19 other date ordered by the Bankruptcy Court; provided, however, Allowed Administrative Expense
20 Claims arising in the ordinary course of the Debtor's operations during the Chapter 11 Case may
21 be paid by the Debtor or the Reorganized Debtor (as applicable) in the ordinary course of business
22 and in accordance with the terms and conditions of the particular agreements governing such
23 obligations, course of dealing, course of operations, or customary practice.

24 (ii) **Administrative Expense Claims Bar Date.** Except as provided for in the
25 Plan or in any order of the Bankruptcy Court, and subject to Section 503(b)(1)(D) of the
26 Bankruptcy Code, Holders of Administrative Expense Claims, other than a Fee Claim or a Claim
27 for U.S. Trustee Fees, accruing on or before the Confirmation Date must file and serve on the
28 Debtor requests for the payment of such Claims not previously Allowed by a Final Order in
accordance with the procedures specified in the Confirmation Order, on or before the
Administrative Expense Claims Bar Date, or such Claims shall be automatically Disallowed,
forever barred from assertion, and unenforceable against the Debtor or the Reorganized Debtor,
the Estate, or their property without the need for any objection or further notice to, or action, order,
or approval of the Bankruptcy Court, and any such Claims shall be deemed fully satisfied, released,
and discharged. Administrative Expense Claims representing obligations incurred by the Debtor
or Reorganized Debtor (as applicable) after the date and time of the entry of the Confirmation
Order shall not be subject to application to the Bankruptcy Court and may be paid by the Debtor
or Reorganized Debtor (as applicable) in the ordinary course of business and without Bankruptcy
Court approval.

29 b. *Priority Tax Claims.* Priority Tax Claims are Claims of a Governmental Unit for
30 certain types of taxes, duties, or penalties set forth in Section 507(a)(8) of the Bankruptcy Code. In
31 accordance with section 1123(a)(1) of the Bankruptcy Code, Priority Tax Claims have not been classified
32 and are treated as described in Section 3.2 of the Plan.

33 (i) The Debtor does not anticipate any Priority Tax Claims will exist as of the
34 Effective Date. To the extent any do exist, the legal and equitable rights of the Holders of Priority
35 Tax Claims are Unimpaired under the Plan.

36 (ii) The legal and equitable rights of Holders of Priority Tax Claims are

1 Unimpaired under the Plan. Except to the extent a Holder of an Allowed Priority Tax Claim agrees
2 to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive on account
3 of and in full and complete settlement, release and discharge of, and in exchange for, such Allowed
4 Priority Tax Claim, cash in an amount equal to such Allowed Priority Tax Claim on, or as soon
5 thereafter as is reasonably practicable, the later of: (a) the Effective Date, to the extent such Claim
6 is an Allowed Priority Tax Claim on the Effective Date; (b) the first Business Day after the date
7 that is 30 days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim; and
8 (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary course as such
9 obligation becomes due; provided, however, that the Debtor and Reorganized Debtor each reserves
10 the right to prepay all or a portion of any such amounts at any time under this option without
11 penalty or premium.

12 c. *Fee Claims.* Fee Claims are Claims under sections 328, 330, 331, 503, or 1103 of
13 the Bankruptcy Code for compensation of a Professional or other Entity for services provided to the Debtor
14 or Committee, or expenses incurred in the course of providing services to the Estate, during the Chapter
15 11 Case. In accordance with section 1123(a)(1) of the Bankruptcy Code, Fee Claims have not been
16 classified and are treated as described in Section 3.3 of the Plan.

17 (i) All Professionals or other Entities requesting the final allowance and
18 payment of a Fee Claim for services rendered during the period from the Petition Date to and
19 including the Effective Date shall File final applications for allowance and payment of such Fee
20 Claims no later than the first Business Day that is 45 days after the Effective Date.

21 (ii) Objections to any Fee Claim must be filed and served on the Reorganized
22 Debtor and the applicable Professional no later than the first Business Day that is 30 days after the
23 filing of the final fee application that relates to the Fee Claim (unless otherwise agreed by the
24 Debtor or the Reorganized Debtor, as applicable, and the Professional requesting allowance and
25 payment of a Fee Claim).

26 (iii) An Allowed Fee Claim, including any amounts previously held back by
27 Order of the Bankruptcy Court, shall be paid in full, in cash, in such amounts as are Allowed by
28 the Bankruptcy Court no later than the first Business Day that is 21 calendar days after the entry
of a Final Order Allowing the Fee Claim. The Reorganized Debtor can pay compensation for
services rendered or reimbursement of expenses incurred by its own Professionals after the
Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(iv) Unless otherwise directed by the Bankruptcy Court, all Professionals filing
final fee applications are required to comply with the *Order Appointing Fee Examiner and
Establishing Procedures for Review of Interim and Final Fee Applications Filed by Estate
Professionals* [Docket No. 1122] entered in the Chapter 11 Case, including any subsequent
amendments.

22 d. *Cure Claims.* Cure Claims are monetary Claims arising out of the Debtor's
23 default(s) under any Executory Contract or Unexpired Lease that the Debtor has assumed under section
24 365 of the Bankruptcy Code. Cure Claims shall be paid in full in accordance with, and at such times as
25 are set forth in, Section 7.2.2 of the Plan.

26 e. *U.S. Trustee Fees.* U.S. Trustee Fees include all fees and charges assessed against
27 the Debtor under 28 U.S.C. § 1930, together with interest, if any, under 31 U.S.C. § 3717.

28 (i) To the extent any U.S. Trustee Fees have become due before the Effective
Date and have not previously been paid, then such fees shall be paid pursuant to 11 U.S.C. §
1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period from and after
the Effective Date shall be paid as provided in Section 12.8.4 of the Plan.

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1 (ii) The requirement to pay U.S. Trustee Fees is subject to any amendments to
2 28 U.S.C. § 1930(a)(6) that Congress makes retroactively applicable to confirmed chapter 11
3 cases. The Reorganized Debtor shall have the exclusive right to pursue any cause of action, right
4 to reimbursement for overpayment, or similar interest of the Debtor in amounts paid pursuant to
5 28 U.S.C. § 1930.

6 ARTICLE VII

7 SURVIVORS' TRUST

8 **A. Survivors' Trust Liability for Abuse Claims.**

9 As provided in Section 9.1 of the Plan, on the Effective Date, the Survivors' Trust shall be
10 established in accordance with the Survivors' Trust Documents. The Survivors' Trust will, upon its
11 creation, and without limitation: (1) assume liability for all Abuse Claims, including without limitation
12 Unknown Abuse Claims, of the Debtor, Contributing Non-Debtor Catholic Entities, and any Settling
13 Insurers; and (2) receive, hold, administer, liquidate, and distribute the Survivors' Trust Assets in
14 accordance with the Plan and the Survivors' Trust Documents.

15 **B. Role of the Survivors' Trust**

16 The Survivors' Trust shall administer, process, settle, resolve, liquidate, satisfy, and make Trust
17 Distributions in such a way that Holders of Abuse Claims are treated equitably and in a substantially similar
18 manner, subject to the applicable terms of the Plan Documents and the Survivors' Trust Documents. From
19 and after the Effective Date, (i) the Abuse Claims and Unknown Abuse Claims against the Debtor and (ii)
20 Claims against any Settling Insurer for or relating to insurance coverage in connection with such Claims
21 shall be channeled to the Survivors' Trust pursuant to the Channeling Injunction set forth in Section 13.12
22 of the Plan and may be asserted only and exclusively against the Survivors' Trust.

23 The Survivors' Trust shall have no liability for Non-Abuse Litigation Claims. Holders of Non-
24 Abuse Litigation Claims shall have no recourse to the Survivors' Trust with respect to such Claims.

25 **C. Appointment and Powers of the Survivors' Trustee**

26 On the Confirmation Date, the Bankruptcy Court shall appoint the Survivors' Trustee to serve in
27 accordance with, and who shall have the functions and rights provided in, the Survivors' Trust Documents.
28 Any successor Survivors' Trustee shall be appointed in accordance with the terms of the Survivors' Trust
Documents. For purposes of the Survivors' Trustee performing his or her duties and fulfilling his or her
obligations under the Survivors' Trust and the Plan, the Survivors' Trust and the Survivors' Trustee shall be
deemed to be "parties in interest" within the meaning of Section 1109(b) of the Bankruptcy Code.

The Survivors' Trustee shall have such powers and duties as are set forth in the Survivors' Trust
Documents, including without limitation the following:

1. *Survivors' Trustee as Fiduciary.* The Survivors' Trustee shall be deemed to be a fiduciary
of the Survivors' Trust under the terms of the Survivors' Trust Agreement and shall have all rights,
powers, authority, responsibilities, and benefits under California law specified in the Plan and as reflected
in the Survivors' Trust Agreement, including commencing, prosecuting or settling causes of action,
enforcing contracts, and asserting Claims, defenses, offsets and privileges. If there is any inconsistency or
ambiguity between the Confirmation Order and the Survivors' Trust Agreement with respect to Trustee's
authority to act, the provisions of the Survivors' Trust Agreement shall control.

1 2. Liquidation of Survivors' Trust Assets. The Survivors' Trustee shall liquidate and convert
2 to Cash the Survivors' Trust Assets, make timely distributions, and not unduly prolong the duration of the
3 Survivors' Trust. The Survivors' Trustee may also abandon any property which the Survivors' Trustee
4 determines in the Survivors' Trustee's reasonable discretion to be of *de minimis* value or of more burden
5 than the value of the Survivors' Trust.

6 3. Protection of Survivors' Trust Assets. The Survivors' Trustee shall protect and enforce the
7 rights in and to the Survivors' Trust Assets under the Survivors' Trust Documents.

8 4. Bank Accounts of the Survivors' Trust. The Survivors' Trustee may open and maintain
9 bank accounts on behalf of the Survivors' Trust to deposit funds in and draw checks on the bank accounts
10 as appropriate under the Survivors' Trust Documents. Notwithstanding anything herein to the contrary,
11 the Survivors' Trustee may open and maintain bank accounts on behalf of the Survivors' Trust after
12 Confirmation but before the Effective Date.

13 5. Insurance. The Survivors' Trustee shall obtain all reasonably available insurance coverage
14 with respect to any property that is, or may in the future become, a Survivors' Trust Asset.

15 6. Taxes. The Survivors' Trustee may request an expedited determination of taxes of the
16 Survivors' Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the
17 Survivors' Trust for all taxable periods through the dissolution of the Survivors' Trust.

18 7. Settlements With Non-Settling Insurers. The Survivors' Trustee shall be authorized to enter
19 into consensual settlements with one or more Non-Settling Insurers on and after the Effective Date,
20 covering some or all of the Abuse Claims insured thereby, provided that such settlements shall not impair
21 the rights of any other Non-Settling Insurers, including those rights set forth herein. Approval
22 requirements, if any, for such settlements shall be as specified in the Survivors' Trust Agreement. No
23 settlement (whether in the Plan or otherwise) as among any of the Debtor, its Estate, the Survivors' Trust,
24 and Holder of an Abuse Claim, and the Settling Insurers, including payment obligations, shall bind a Non-
25 Settling Insurer in any way without its consent.

26 **D. Survivors' Trust Advisory Committee**

27 As set forth in the Survivors' Trust Documents, there shall be established the Survivors' Trust
28 Advisory Committee, which shall be initially comprised of five (5) members selected by the Committee
and formed as of the Effective Date. Except with respect to Insurance Settlement Agreements entered
into by the Survivors' Trust post-Effective Date and certain other matters, the Survivors' Trust Advisory
Committee is intended to be consultative in nature and assist the Survivors' Trustee in the independent
exercise of his or her duties.

29 **E. Property and Funding of the Survivors' Trust**

30 As stated in the Executive Summary (Article I above), the Survivors' Trust shall be funded with
31 (i) aggregate Cash contributions from the Debtor and Reorganized Debtor (as applicable) of \$115 million,
32 (ii) any Cash contributions from a Contributing Non-Debtor Catholic Entity pursuant to Section 9.3.2 of
33 the Plan, (iii) any proceeds held by the Debtor or the Reorganized Debtor on account of Insurance Settlement
34 Agreements as set forth in and subject to the Plan, and (iv) the Assigned Insurance Interests. These are the
35 Survivors' Trust Assets. Each is detailed below.

36 The Survivors' Trust Assets may be supplemented from time to time from: (a) any payment by a
37 Settling Insurer pursuant to an Insurance Settlement Agreement; (b) any Assigned Insurance Interest
38 Proceeds; (c) proceeds of Litigation Awards; (d) proceeds of Outbound Contribution Claims; and (e) any
other proceeds which the Survivors' Trust may obtain pursuant to the terms of the Plan.

1 On the Effective Date, all Survivors' Trust Assets shall vest in the Survivors' Trust, and the Debtor,
2 Reorganized Debtor, Contributing Non-Debtor Catholic Entities, and Settling Insurers shall be deemed for
3 all purposes to have transferred all of their respective interests in the Survivors' Trust Assets to the
4 Survivors' Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor, any
5 other Released Party, and Settling Insurers, as applicable, shall take all actions reasonably necessary to
6 transfer any Survivors' Trust Assets to the Survivors' Trust. Upon the transfer of control of Survivors' Trust
7 Assets in accordance with this paragraph, the Debtor, Reorganized Debtor, Contributing Non-Debtor
8 Catholic Entities, and the Settling Insurers shall have no further interest in the Survivors' Trust Assets except
9 as otherwise explicitly provided in the Plan.

10 The transfer to, vesting in and assumption by the Survivors' Trust of the Survivors' Trust Assets as
11 contemplated by the Plan shall, as of the Effective Date, discharge all obligations and liabilities of and bar
12 any recovery or action against the Released Parties for or in respect of all Abuse Claims (including Unknown
13 Abuse Claims). The Confirmation Order shall provide for such discharge. Subject to Article VIII hereof
14 and the rights of Litigation Claimants, the Survivors' Trust shall, as of the Effective Date, assume sole and
15 exclusive responsibility and liability for all Abuse Claims against the Released Parties, and such Claims
16 shall be paid by the Survivors' Trust from the Survivors' Trust Assets or as otherwise directed in the
17 Survivors' Trust Documents and Articles VIII and IX of the Plan. From and after the Effective Date, all
18 Abuse Claims against the Released Parties or any Settling Insurer shall be considered Channeled Claims
19 subject to the Channeling Injunction under Section 105(a) of the Bankruptcy Code and the provisions of
20 the Plan and the Confirmation Order, except for (a) an Abuse Claim against any Person who personally
21 committed an act or acts of Abuse resulting in a Claim against the Debtor or Contributing Non-Debtor
22 Catholic Entity, or (b) any Claim (including any Abuse Claim) held by a Non-Settling Insurer against any
23 Released Party other than the Debtor or the Reorganized Debtor. Subject to the foregoing, from and after
24 the Effective Date, the Released Parties shall not have any obligation with respect to any liability of any
25 nature or description arising out of, relating to, or in connection with any Abuse Claims.

26 The Debtor Cash Contribution and any Non-Debtor Catholic Entity Contributions are not, and shall
27 not be construed as, a discharge and/or release of any Abuse Claim (including any Unknown Abuse Claim)
28 covered or alleged to be covered under any of the Non-Settling Insurer Policies. Notwithstanding the
foregoing, the Debtor and any Contributing Non-Debtor Catholic Entity shall have no further financial
obligations under the Plan or the Plan Documents to Holders of Allowed Abuse Claims (except, in the case
of any Contributing Non-Debtor Catholic Entity, with respect to Holders of Opt-Out Abuse Claims as set
forth in Section 6.2 hereof), including Allowed Unknown Abuse Claims, other than the obligations
required to be paid to the Survivors' Trust in Section 9.3 of the Plan.

1. *Debtor Cash Contribution.* On the Effective Date of the Plan, the Debtor shall transfer \$63
million in good and available funds to the Survivors' Trust using wiring instructions provided by the
Survivors' Trustee (the "Initial Debtor Contribution"). The Initial Debtor Contribution will consist of (i)
approximately \$53 million in Cash received through the Exit Facility (See **Exhibit D**), and (ii)
approximately \$10 million in non-restricted Cash held by the Debtor. The Survivors' Trust shall also
receive Cash from the Debtor as set forth below (collectively, the "Additional Debtor Contributions" and
together with the Initial Debtor Contribution, the "Debtor Cash Contribution"):

- a. On the date that is one year after the Effective Date, the Debtor shall transfer \$10
million in good and available funds to the Survivors' Trust using wiring instructions
provided by the Survivors' Trustee.
- b. On the date that is one year after the Effective Date, the Debtor shall transfer \$10
million in good and available funds to the Survivors' Trust using wiring instructions
provided by the Survivors' Trustee.
- c. On the date that is three years after the Effective Date, the Debtor shall transfer \$10
million in good and available funds to the Survivors' Trust using wiring instructions

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1 provided by the Survivors' Trustee.

2 d. On the date that is four years after the Effective Date, the Debtor shall transfer \$10
3 million in good and available funds to the Survivors' Trust using wiring instructions
4 provided by the Survivors' Trustee.

5 e. On the date that is five years after the Effective Date, the Debtor shall transfer \$12
6 million in good and available funds to the Survivors' Trust using wiring instructions
7 provided by the Survivors' Trustee.

8 2. Contributions from Non-Debtor Catholic Entities. Any Non-Debtor Catholic Entity
9 against whom the Holder of a Class 4 Claim has asserted liability in connection with an Abuse Claim may
10 become a Contributing Non-Debtor Catholic Entity by contributing Cash or other assets to the Survivors'
11 Trust in exchange for Releases by such Holders of Class 4 Claims.

12 a. **Roman Catholic Welfare Corporation of Oakland.** RCWC shall contribute
13 Cash to the Survivors' Trust in an aggregate amount that is contingent on the
14 number of Releases it secures from those Holders of Class 4 Claims and Class 5
15 Claims who have asserted liability against RCWC in connection with an Abuse
16 Claim ("RCWC Claimants"). RCWC shall transfer a total of \$28,500,000.00 (the
17 "RCWC Cash Contribution") to the Survivors' Trust, as follows: \$2,000,000.00 on
18 the Effective Date, \$4,000,000.00 on the date that is one year after the Effective
19 Date, \$4,000,000.00 on the date that is two years after the Effective Date,
20 \$6,000,000.00 on the date that is three years after the Effective Date, \$6,000,000.00
21 on the date that is four years after the Effective Date, and \$6,500,000.00 on the date
22 that is five years after the Effective Date; provided, however, if less than 100% of
23 all RCWC Claimants grant RCWC a release pursuant to Section 13.9 of the Plan,
24 then the RCWC Cash Contribution, and each of its installments set forth in this
25 Section 9.3.2.2, shall be reduced by a percentage proportional to the percentage of
26 RCWC Claimants who either opt out of granting RCWC such release or fail to
27 return a Ballot. To illustrate, if 80% of RCWC Claimants grant RCWC a release
28 pursuant to Section 13.9 of the Plan, RCWC shall only contribute 80% of the
aggregate RCWC Cash Contribution, or \$22,800,000.00, to the Survivors' Trust,
in installments of \$1,600,000.00 on the Effective Date, \$3,200,000.00 on the first
and second anniversaries of the Effective Date, \$4,800,000.00 on the third and
fourth anniversaries of the Effective Date, and \$5,200,000.00 on the fifth
anniversary of the Effective Date. See **Exhibit E**, RCWC Currier Letter.

29 b. **Other Contributing Non-Debtor Catholic Entities.** Should any other Non-
30 Debtor Catholic Entity become a Contributing Non-Debtor Catholic Entity between
31 the filing of the Plan and the date of the filing of the Plan Supplement, the Plan
32 Supplement shall set forth the amount of Cash contributed by any such Non-Debtor
33 Catholic Entity (or, if the Contribution is not in Cash, the nature and approximate
34 Cash-value of the contribution by any such Non-Debtor Catholic Entity) and shall
35 set forth the extent to which such Non-Debtor Catholic Entity's contribution is
36 conditioned on the number of Releases it receives from Holders of Class 4 and
37 Class 5 Claims asserting liability against such Non-Debtor Catholic Entity in
38 connection with an Abuse Claim.

39 c. **Release by Holders of Class 5 Claims.** For purposes of calculating the percentage
40 of Releases under Section 13.9 of the Plan received by a Non-Debtor Catholic
41 Entity, the Unknown Abuse Claims Representative shall count as a single Holder,
42 and each Holder of a Class 4 Claim shall count as a single Holder.

1 3. Separate Contributions. Any contribution to the Survivors' Trust by a Contributing Non-
2 Debtor Catholic Entity shall be in addition to and separate from the Debtor Cash Contribution

3 4. Insurance Settlement Agreements. In addition to the Debtor Cash Contribution, any Cash
4 received by the Debtor on or before the Effective Date in connection with an Insurance Settlement
5 Agreement shall be transferred to the Survivors' Trust on the Effective Date and shall be part of the
6 Survivors' Trust Assets. After the Effective Date, see below at Article VII.G.6.

7 5. Assignment of Assigned Insurance Interests. On the Effective Date, the Insurance
8 Assignment described in Article VIII of the Plan shall become effective. The Assigned Insurance Interests
9 means all rights, claims, interests, benefits, responsibilities, and obligations of the Debtor in the Non-
10 Settling Insurer Policies, subject to the terms of the Plan including without limitation Articles VIII and IX
11 of the Plan and the provisions of the Plan concerning the Litigation Option.

12 6. Use of Survivors' Trust Assets. The Survivors' Trust Assets shall be used in accordance
13 with and for the purposes set forth in the Survivors' Trust Documents, including without limitation to pay
14 Abuse Claims and reasonable expenses of the Survivors' Trust, and to pursue and execute Insurance
15 Settlement Agreements (i.e. negotiate and effectuate potential settlements with Non-Settling Insurers).
16 Notwithstanding anything herein to the contrary, no monies and/or assets comprising the Survivors' Trust
17 Assets that are transferred, granted, assigned, or otherwise delivered to the Survivors' Trust shall be used
18 for any purpose other than in accordance with the Plan and the Survivors' Trust Documents.

19 7. No Insurer Reimbursement Obligation. The Non-Settling Insurers shall not be liable for or
20 obligated to reimburse any contribution to the Plan made by the Debtor and its Estate, nor shall the
21 Survivors' Trust be authorized to seek such recovery.

22 **F. Unknown Abuse Claims Reserve**

23 The Unknown Abuse Claims Reserve is a Cash reserve maintained by Survivors' Trust established
24 on the Effective Date pursuant to the Survivors' Trust Documents for the benefit of Holders of Class 5
25 Claims, or Unknown Abuse Claims.

26 Upon the Effective Date, the Survivors' Trust shall segregate \$5,000,000.00 (Five Million Dollars
27 and Zero Cents) of the Initial Debtor Contribution into the Unknown Abuse Claims Reserve. The
28 Unknown Abuse Claims Reserve shall be maintained for the greater of (i) five years after the Effective
Date, and (ii) resolution of all Unknown Abuse Claims submitted to the Survivors' Trustee within five
years after the Effective Date. On that date, the remaining funds in the Unknown Abuse Claims Reserve
will be de-segregated and returned to the Survivors' Trust's general accounts, and neither the Debtor,
Reorganized Debtor, Survivors' Trust, nor any Settling Insurer shall have any more liability for any
Unknown Abuse Claim.

G. Treatment of Abuse Claims.

1. Immediate Payment Election.

Abuse Claimants may elect to receive the Immediate Payment from the Survivors' Trust by
checking the appropriate box on their respective Ballots. Only Holders of Abuse Claims who return a
Ballot and who affirmatively check the box on their Ballot indicating they wish to receive the Immediate
Payment shall be entitled to receive the Immediate Payment. If a Holder of an Abuse Claim elects to
receive the Immediate Payment, the payment will be made within thirty (30) days after the Effective Date.
After receipt of the Immediate Payment, the Holder of an Abuse Claim shall not be entitled to any further
distributions from the Survivors' Trust and shall not be entitled to pursue any Abuse Claim against the
Non-Settling Insurers or any other party. If a Person submitted, or is the Holder of, more than one Abuse
Claim and such Holder elects to receive the Immediate Payment, such Holder shall only be entitled to one

1 Immediate Payment on account of all of their Abuse Claims, shall not be entitled to any further
2 distributions from the Survivors' Trust, and shall not be entitled to pursue any Abuse Claim against the
3 Non-Settling Insurers or any other party.

3 2. Review and Scoring of Claims.

4 After the Effective Date, every Trust Claim held by an Abuse Claimant shall be reviewed and
5 allocated a percentage of the recovery pool based on numerical scaling factors (but not based on alleged
6 dollar value of the Claim) by the Abuse Claims Reviewer in order to determine the distribution to each
7 such Holder in accordance with the terms of the Survivors' Trust Documents.

7 The scoring process works as follows:

- 8 • First, the Abuse Claims Reviewer applies Initial Criteria to determine whether any
9 incurable defects exist with respect to a Trust Claim;
- 10 • Second, the Abuse Claims Reviewer applies General Criteria intended to determine
11 whether the Trust Claim adequately describes the alleged abuse, alleged perpetrator,
12 location of abuse, and legal liability of the Debtor or another party; and,
- 13 • Third, the Abuse Claims Reviewer applies Evaluation Factors to actually score the claim
14 on a scale from 1-100. The Evaluation Factors include the nature of the abuse (in terms of
15 duration, frequency, level of severity and degree of intrusiveness, etc.), the impact of the
16 abuse (in terms of mental and physical health, spiritual well-being, interpersonal
17 relationships, etc.); prior recoveries, if any, from other parties; and the claimant's
18 involvement in bringing the abuse to light for the benefit of all Trust Claimants.

15 After scoring each Trust Claim, the Abuse Claims Reviewer will calculate the value of an
16 individual "point." The point value will be determined by dividing (a) the total dollars available for
17 distribution to Trust Claims by (b) the total of points among the individual Trust Claims. For example:

- 17 • Assume there are 345 claimants holding Trust Claims with an average score of 50 points
18 per claim.
- 19 • 50 points per claim multiplied by 345 claims yields 17,250 total points.
- 20 • Assuming a total distributable amount of \$138.5 million, each point would be valued at
21 \$8,028.99 (\$138.5 million divided by 17,250 points).

21 Accordingly, Trust Claims assigned 25, 50, and 75 points would receive projected total recoveries of
22 \$200,724.75, \$401,449.50, and \$602,174.25 from the Survivor's Trust, respectively.

22 3. Initial Determination.

23 a. Based on the percentage allocation determined by the Abuse Claims Reviewer, the
24 Survivors' Trustee shall provide a determination of the distribution to which each Holder of each Trust
25 Claim is entitled (the "Initial Determination"), in accordance with the terms of the Survivors' Trust
26 Documents. Each Holder of a Trust Claim will receive a notice containing the Initial Determination,
27 including a projected recovery based on the anticipated available assets of the Survivors' Trust at the time
28 of the Initial Determination.

27 b. Within thirty (30) days of receipt of the notice of the Initial Determination, each
28 Holder of a Trust Claim shall have the right to request an additional review of the Initial Determination
by the Abuse Claims Reviewer and shall be allowed to submit additional documentation or information

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1 that such Claimant believes should be considered. The Abuse Claims Reviewer shall provide a subsequent
2 determination (the “Review Determination”), as provided for in the Survivors’ Trust Documents.

3 c. If requested, the Review Determination shall be the “Final Determination” for
4 purposes of such Holder’s distributions from the Survivors’ Trust. If the Review Determination is not
5 requested, the outcome of the Initial Determination shall be the Final Determination.

6 d. For the avoidance of doubt, no determination will be made in the Chapter 11 Case
7 concerning the alleged dollar value of an Abuse Claim for purposes of unsettled Insurance. Neither the
8 Abuse Claims Reviewer’s or Survivors’ Trustee’s review of an Abuse Claim and determination of
9 qualification, nor the Survivors’ Trust’s estimation of Claims or payment of distributions, shall constitute
10 a trial, an adjudication on the merits, or evidence of liability or damages in any litigation with the Non-
11 Settling Insurer or any other Person.

12 4. Distributions to Trust Claimants from the Survivors’ Trust.

13 Subject to the Survivors’ Trust Documents, the Plan provides that the following procedures will
14 govern distributions to Trust Claimants from the Survivors’ Trust:

15 a. Within 30 days of the Abuse Claims Reviewer’s completion of all Review
16 Determinations, the Survivors’ Trustee shall make a projection of anticipated distributions to each Holder
17 of a Trust Claim. This amount may differ from the Initial Determination after accounting for Review
18 Determinations.

19 b. The Survivors’ Trustee will make an initial distribution (the “Initial Distribution”)
20 to each Trust Claimant, except for those Trust Claimants who elect the Litigation Option (defined below
21 and in Section 9.8.4 of the Plan). The Initial Distribution shall be comprised of each such Trust Claimants’
22 *pro rata* share of the Survivors’ Trust Assets existing on that date, less reasonable reserves for the
23 Survivors’ Trust, to be determined by the Survivors’ Trustee in accordance with the Survivors’ Trust
24 Documents (the “Initial Reserve”).

25 c. Upon the receipt of additional contributions into the Survivors’ Trust, including
26 from sales of real property owned by the Survivors’ Trust, the Survivors’ Trustee shall make further
27 distributions (the “Additional Distributions”) to Distribution Claimants in accordance with this Section of
28 the Plan and the Survivors’ Trust Documents, less such appropriate reserves (the “Additional Reserves”).

d. After (i) the final resolution of all Trust Claims, including with respect to Litigation
Claimants, and (ii) all Survivors’ Trust Assets are monetized, the Survivors’ Trustee shall make a final
distribution to Distribution Claimants (the “Final Distribution”), which shall include previously withheld
reserves and any reallocated funds. If, after 180 days from the date of the Final Distribution, there are any
funds which are not claimed by the Holder of a Trust Claim, such unclaimed funds shall be returned to
the Reorganized Debtor.

5. Election of Distribution Option vs. Litigation Option.

Irrespective of whether a Trust Claimant has requested an additional review of the Initial
Determination by the Abuse Claims Reviewer, within 90 days of receiving the notice of the Initial
Determination of a Trust Claim, the Holder may, instead of receiving an Initial Distribution, elect to
pursue litigation against the Non-Settling Insurers and/or other parties (excluding the Debtor or
Reorganized Debtor as appropriate) (the “Abuse Claim Litigation” and, the election of the Abuse Claim
Litigation, the “Litigation Option”) by filing the notice described in Section 8.2.2 of the Plan. **The Holder
of an Abuse Claim who elects the Distribution Option shall not be entitled to pursue the Litigation
Option, meaning they shall not be entitled to pursue any additional recovery from the Non-Settling
Insurers.** If no election to pursue the Litigation Option is timely made, the Trust Claimant shall be

1 deemed to have chosen the Distribution Option.

2 a. In the event a Trust Claimant elects the Litigation Option, the Reserved Amount to
3 be held by the Survivor's Trustee on account of such Trust Claimant shall be the amount of such Trust
4 Claimant's Final Determination. As the Survivors' Trust receives additional Cash (including, without
5 limitation, on account of the Debtor Cash Contributions, RCWC Cash Contributions, Insurance Settlement
6 Agreements, other contributions of Cash, or proceeds from the liquidation of any of the Survivors' Trust
7 Assets), the Survivors' Trustee shall increase the Reserved Amount on account of such Trust Claimant
8 commensurately.

9 b. The liability, if any, of the Survivors' Trust to a Litigation Claimant shall be limited
10 to the Reserved Amount for such Trust Claimant, even if the Trust Claimant obtains a judgment by a Final
11 Order through the Abuse Claim Litigation (the "Litigation Judgment") that is higher than the Reserved
12 Amount.

13 c. In the case of a Trust Claimant who obtains a Litigation Judgment that is lower than
14 the Reserved Amount for such Trust Claimant, the distribution from the Survivors' Trust to such Trust
15 Claimant shall be capped at the amount of the Litigation Judgment; provided, however, that such
16 distribution from the Survivors' Trust shall be further reduced by the amount of any liability for the
17 Litigation Judgment that is apportioned to (i) one or more defendants in the Abuse Claim Litigation other
18 than any of the Released Parties, and/or (ii) any Non-Settling Insurer on account of such Non-Settling
19 Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to such Non-Settling
20 Insurer's rights to Contribution and other rights under this Plan and the applicable Abuse Insurance
21 Policy(ies). The difference between a Trust Claimant's Reserved Amount and the reduced distribution to
22 such Trust Claimant from the Survivors' Trust shall be reallocated for distribution to Trust Claimants in
23 their *pro rata* share.

24 d. In the case of a Trust Claimant who obtains a Litigation Judgment that is higher
25 than the Reserved Amount for such Trust Claimant, the distribution from the Survivors' Trust to such
26 Trust Claimant shall be the lower of: (a) the Reserved Amount or (b) the amount of such Litigation
27 Judgment less any liability for the Litigation Judgment apportioned to (i) any defendants in the Abuse
28 Claim Litigation other than any of the Released Parties and/or (ii) any Non-Settling Insurer on account of
such Non-Settling Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to such
Non-Settling Insurer's rights to Contribution and other rights under this Plan and the applicable Abuse
Insurance Policy(ies). The difference between a Litigation Claimant's Reserved Amount and the reduced
distribution to such Litigation Claimant from the Survivors' Trust shall be reallocated to Distribution
Claimants in their *pro rata* share.

29 e. If a Trust Claimant obtains a Litigation Judgment for which all liability is assigned
in the aggregate to (i) defendants in the Abuse Claim Litigation other than the Released Parties and/or (ii)
one or more Non-Settling Insurers, any party found liable for payment to such Trust Claimant shall pay
that judgment directly to such Trust Claimant. The Trust Claimant shall have no further claims against
the Survivors' Trust. The Survivors' Trustee shall reallocate the Reserved Amount on account of such
Trust Claimant's Trust Claim to Distribution Claimants in their *pro rata* share.

30 f. If, pursuant to Section 9.8.4, a Trust Claimant who received a Litigation Judgment
is entitled to a distribution from the Survivors' Trust, the Survivors' Trustee shall make any such
distribution from the Survivors' Trust Assets to such Trust Claimant not later than thirty (30) days after
the Survivors' Trustee receives notice of entry of the Trust Claimant's Litigation Judgment in the Abuse
Claim Litigation. If the Survivors' Trust is not a formal notice party in the Abuse Claim Litigation filed
by such Trust Claimant, it shall be the burden of the Trust Claimant to serve the Survivors' Trustee with
notice of entry of the Trust Claimant's Litigation Judgment in the Abuse Claim Litigation.

31 g. Upon written notice to the Survivors' Trustee, subject to the Survivors' Trustee's

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1 sole and absolute discretion, a Litigation Claimant may rescind that election in favor of the Distribution
2 Option (and become, for all purposes, a Distribution Claimant). Notwithstanding the foregoing, the
3 Survivors' Trustee shall consent to such rescission if such written notice of rescission is given prior to
entry of an order of dismissal or a final judgment by a Final Order in the Abuse Claim Litigation in favor
of a Released Party.

4 h. Following final resolution of the last Abuse Claim Litigation, the Survivors'
Trustee will make his Final Distribution to Distribution Claimants as set forth in Section 9.8.3.4 of the
5 Plan.

6 The Survivors' Trustee shall report to the Reorganized Debtor, on a quarterly basis, or upon
reasonable request, (i) the date on which each Holder of an Abuse Claim is notified of their award under
7 the Survivors' Trust Distribution Plan, (ii) whether each Holder of an Abuse Claim has elected the
Immediate Payment, the Distribution Option, or the Litigation Option, and (iii) any modification made
8 by any Holder of an Abuse Claim to their treatment status.

9 6. Post-Effective Date Insurance Settlement Agreements.

10 To the extent the Survivors' Trust enters into an Insurance Settlement Agreement that covers the
Abuse Claim of a Litigation Claimant that commenced an Abuse Claim Litigation (a "Settling Trust
11 Claimant"), (i) such Abuse Claim Litigation shall be promptly dismissed to the extent the Settling Trust
Claimant is seeking a determination of, and the availability of Insurance Recoveries for, the liability of a
12 Released Party on account of the Settling Trust Claimant's Abuse Claim, (ii) within thirty (30) days of
receipt of the Cash consideration of such Insurance Settlement Agreement, the Survivors' Trust shall pay
13 the Settling Trust Claimant an amount equivalent to 50% of the Settling Trust Claimant's then-existing
Reserved Amount, calculated based on the value of the Survivors' Trust Assets immediately before receipt
14 of such Cash consideration from the Insurance Settlement Agreement, (iii) the Settling Trust Claimant
shall be deemed to have rescinded their election of the Litigation Option in favor of the Distribution Option
15 and the Survivors' Trustee shall be deemed to have consented to such rescission, each in accordance with
Section 9.8.4.7 of the Plan, and (iv) the remaining Cash realized by the Survivors' Trust on account of the
16 Insurance Settlement Agreement shall be added to the Survivors' Trust Assets. Thereafter, Settling Trust
Claimants shall: 1) be treated as Distribution Claimants in all respects, and 2) be entitled to receive *pro*
17 *rata* distributions from the Survivors' Trust Assets in accordance with the terms of this Plan and the
Survivors' Trust Documents.

18 **H. Compensation and Reimbursement of Expenses to Survivors' Trustee and Survivors'**
19 **Trust Professionals.**

20 The Survivors' Trustee shall be entitled to compensation as provided for in the Survivors' Trust
Documents. The Survivors' Trustee may retain and reasonably compensate, without Bankruptcy Court
21 approval and without the consent of the Reorganized Debtor, counsel and other Professionals as
reasonably necessary to assist in the duties of the Survivors' Trustee subject to the terms of the Survivors'
22 Trust Documents. All fees and expenses incurred in connection with the foregoing shall be payable from
the Survivors' Trust, as provided for in the Survivors' Trust Documents.

23 **I. Excess Survivors' Trust Assets.**

24 After the payment of all Abuse Claims that are entitled to a distribution from the Survivors' Trust
25 and all expenses of the Survivors' Trust, all remaining Assets in the Survivors' Trust shall be transferred
to the Reorganized Debtor concurrent with the termination of the Survivors' Trust pursuant to the
26 Survivors' Trust Documents.

1 **J. Indemnification of Debtor, Reorganized Debtor, and Contributing Non-Debtor Catholic**
2 **Entities.**

3 The Survivors' Trust shall indemnify and hold harmless the Debtor, Reorganized Debtor, and the
4 Contributing Non-Debtor Catholic Entities from and against any and all Abuse Claims, as well as
5 indemnify and reimburse such parties for all fees, costs and expenses related to Abuse Claims (including
6 such fees, costs and expenses incurred in connection with discovery), to the extent set forth in the Plan
7 and the Survivors' Trust Documents. The Survivors' Trust shall not have any obligation to indemnify any
8 Person accused of committing a physical act of Abuse against a Holder of an Abuse Claim or such
9 Holder's predecessor(s)-in-interest.

10 **K. Modification of Survivors' Trust Documents.**

11 The Survivors' Trust Documents may not be amended or modified without the consent of the
12 Reorganized Debtor. The Reorganized Debtor shall also have consent rights with respect to the
13 appointment of any successor Survivors' Trustee and Survivors' Trust Advisory Committee members,
14 which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the indemnification
15 obligations of the Survivors' Trust described in the Plan as to any Released Party may not be amended or
16 modified without the consent of such Released Party and no such amendment shall affect the rights of any
17 remaining Non-Settling Insurers.

18 **ARTICLE VIII**

19 **SETTLING INSURERS**

20 **A. No Insurance Settlement Agreements to Date**

21 As of the date of the filing of this Disclosure Statement, there are no Settling Insurers and no
22 Insurance Settlement Agreements executed. Any discussion of a Settling Insurer or Insurance Settlement
23 Agreement herein refers to the identification of Settling Insurers under future Insurance Settlement
24 Agreements.

25 **B. Insurance Settlement Agreements**

26 If, before Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor
27 under which the Insurer would become a Settling Insurer under the Plan upon entry of the Confirmation Order,
28 the Debtor shall file with the Plan Supplement providing for any provisions required by the proposed Settling
Insurer, and agreed to by the Debtor, to be made a part of the Plan. Any such provisions set forth in the Plan
Supplement shall be deemed incorporated into this Section as part of the Plan. Any Insurer that becomes a
Settling Insurer shall receive the treatment as may be provided in any Insurer Settlement Agreement
approved by a Final Order.

Each Insurance Settlement Agreement is effective and binding upon all Persons who have notice,
and any of their successors and assigns, upon the entry of a Final Order approving the Insurance Settlement
Agreement and satisfaction of all conditions precedent, provided such settlement shall not affect the rights
of any remaining Non-Settling Insurers. Payments by each Settling Insurer to the Survivors' Trust, and
the releases by the Debtor and/or the Contributing Non-Debtor Catholic Entities of each Settling Insurer,
pursuant to the Insurance Settlement Agreements shall occur and/or be effective according to the terms of
each such agreement.

1 **C. Sale Free and Clear of Interests of Settling Insurer Policies**

2 Each Settling Insurer Policy shall be sold to the issuing Settling Insurer, pursuant to sections 105,
3 363, and 1123 of the Bankruptcy Code, free and clear of all liens and Claims of all Persons, to the extent
4 provided for in each applicable Insurance Settlement Agreement, provided such sale shall not affect the
rights of any remaining Non-Settling Insurers.

5 **D. Rights Under Insurance Settlement Agreements**

6 The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and
7 consummation of the Plan. The rights of the parties under any Insurance Settlement Agreement shall be
determined exclusively under the applicable Insurance Settlement Agreement, the Final Order approving
such Insurance Settlement Agreement, the Plan, and the Confirmation Order.

8 **E. Contribution Claims of Settling Insurers**

9 Each Settling Insurer agrees that it will not pursue any Abuse Related Contribution Claim that it
10 might have against any other Insurer (a) whose Contribution Claim against Settling Insurers is satisfied
11 and extinguished entirely; or (b) that does not make an Abuse Related Contribution Claim against the
Settling Insurers, or any of them. If, in the future, a Non-Settling Insurer releases its Abuse Related
12 Contribution Claims, if any such exist, that it may have against the Settling Insurers, then such released
Settling Insurer shall release its Abuse Related Contribution Claims against such releasing Insurer.

13 If any Non-Settling Insurer asserts a Claim directly against the Survivors' Trust arising from or
14 concerning the one or more Settling Insurers' Abuse Insurance Policies, any Abuse Related Contribution
Claim of the Settling Insurers shall be transferred to the Survivors' Trust, and the Survivors' Trust shall
be authorized to assert the Contribution Claims of such Settling Insurer against such Non-Settling Insurer.

15 **F. Timing**

16 The injunctions, releases, and discharges to which any Settling Insurer is entitled pursuant to such
17 Insurance Settlement Agreement, the Plan, the Confirmation Order, the Final Order approving the
Insurance Settlement Agreement, and the Bankruptcy Code shall become effective pursuant to the terms
18 of such Insurance Settlement Agreement.

19 **ARTICLE IX**

20 **MATTERS RELATING TO NON-SETTLING INSURERS**

21 **A. Insurance Coverage for Abuse Claims**

22 Holders of Abuse Claims who do not elect to receive an Immediate Payment may seek to have
23 their claim satisfied by electing either (i) the Distribution Option, or (ii) for the purpose of recovering from
one or more Non-Settling Insurers under their respective Insurance Policies, the Litigation Option. Absent
24 agreement of the applicable Non-Settling Insurer(s), the Holder of an Abuse Claim may only litigate
coverage of such Holder's Abuse Claim under the Non-Settling Insurer's Abuse Insurance Policy(ies) by
25 electing the Litigation Option. Only the applicable Holder of an Abuse Claim may seek recovery for such
Abuse Claim against a Non-Settling Insurer pursuant to an Abuse Insurance Policy issued by such Non-
Settling Insurer. The Insurance Assignment is subject to the exclusive rights of such Holders.

26
27 After Confirmation, any Litigation Claimant shall be granted leave to pursue such Claim by filing
in the Chapter 11 Case a written statement of intent to do so by electing the Litigation Option (which may
be filed under a pseudonym if the claimant's name has not been previously publicly identified, *provided*
28

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1 that (i) the notice otherwise adequately identifies the relevant Claim including the case number for the
2 pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling Insurers of the
3 claimant's actual name). After the expiration of ninety (90) days following the filing of such written
4 statement, such Holder of an Abuse Claim may continue to pursue such Claim in a separate action filed
5 in a non-bankruptcy court of competent jurisdiction as determined by applicable law, solely to seek a
6 recovery from Abuse Insurance Policies. Affected Non-Settling Insurers shall have the right (and the
7 obligation, to the extent so provided under their respective Abuse Insurance Policy(ies)), to defend such
8 Claim, consistent with the terms of their Abuse Insurance Policies and applicable non-bankruptcy law.
9 Such affected Non-Settling Insurers are also granted leave to defend against Abuse Claims and take other
10 actions authorized in their respective Abuse Insurance Policies in response to Abuse Claims, including
11 paying settlements to which the affected Non-Settling Insurers agree or any judgments.

12 The Debtor (including the estate and the Reorganized Debtor) and the Survivors' Trust will
13 cooperate in the defense of any such claim to the extent provided under the applicable Abuse Insurance
14 Policy or Policies and as requested by an affected Non-Settling Insurer.

15 Nothing in Section 8.2.2 of the Plan or in this Article IX.A shall diminish or alter the rights of a
16 Holder of an Abuse Claim who elects the Litigation Option to receive a distribution from the Survivors'
17 Trust pursuant to Section 9.8.4 herein.

18 If the Holder of an Abuse Claim elects the Litigation Option then, among other things, (1) the
19 rights of affected Non-Settling Insurers to defend or associate in the defense of such Abuse Claims shall
20 be fully preserved so that a Non-Settling Insurer who has offered to, or has an obligation to, defend may
21 do so, and (2) the rights of affected Non-Settling Insurers to assert all coverage defenses and issues in any
22 insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) shall also be fully preserved. In
23 any such insurance recovery action (under Cal. Ins. Code § 11580 or otherwise), Holders of Abuse Claims
24 shall have no greater or lesser rights than the Debtor, including as to any findings of fact, conclusions of
25 law, or rulings issued in connection with the Coverage Action or any other coverage litigation between
26 the Debtor or the Survivors' Trust and any of the Insurers. To the extent any applicable Non-Settling
27 Insurer elects not to defend an Abuse Claim in the non-bankruptcy court system after receiving proper
28 notice and opportunity to do so, the Holder of an Abuse Claim shall be entitled to seek a default judgment
against the Debtor as nominal party only, solely to allow such Holder of an Abuse Claim to then pursue
insurance rights under Cal. Ins. Code § 11580 in accordance with the provisions in the Plan.

If a Holder of an Abuse Claim elects the Litigation Option, liquidates its Claim, and obtains a final
judgment by a Final Order against a Non-Settling Insurer, such Non-Settling Insurer shall pay the amount
of the judgment directly to the Holder of such Claim in accordance with, and subject to, the provisions of
the Plan. The Holder of an Abuse Claim shall have the exclusive right to liquidate such Holder's Abuse
Claim under the Litigation Option and pursue Coverage Claims against a Non-Settling Insurer.

B. Preservation of the Rights of Non-Settling Insurers

The Plan is intended to ensure preservation of the rights of Insurers and Holders of Abuse Claims
who wish to pursue recovery from applicable, available insurance coverage, and of the obligations of the
parties to each of the Abuse Insurance Policies. The Plan seeks to achieve this "insurance neutral" result
through the following terms, among others.

With respect to Non-Settling Insurers, nothing in the Plan, the Plan Documents, the Confirmation
Order, or the Survivors' Trust Documents, including any provision that purports to be preemptory or
supervening, shall in any way operate to, or have the effect of, impairing, altering, supplementing,
changing, expanding, decreasing, or modifying (i) the terms and conditions of any Abuse Insurance
Policy, (ii) the rights and obligations of the Debtor (or its Estate) and any Non-Settling Insurers (and third-
party claims administrators) under any of the Abuse Insurance Policies, or (iii) the coverage or benefits
provided under the Abuse Insurance Policies; provided, however, that because the Non-Settling Insurers

1 would solely be potentially financially responsible for payment of Abuse Claims (and the Debtor would
2 have no such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an
3 insured to appointment of independent counsel in certain circumstances shall not apply to any claims
pursued by Holders of Abuse Claims against the Debtor (as a nominal party only) or the Survivors' Trust
in the non-bankruptcy court system for the purpose of recovering from Non-Settling Insurers.

4 With respect to the Non-Settling Insurers, notwithstanding any provision in the Plan, the Plan
5 Documents, the Confirmation Order, or the Survivors' Trust Documents, nothing contained in any such
6 documents or in this paragraph shall impose, or shall be deemed or construed to impose, any obligation
7 on any Non-Settling Insurer to provide a defense for, settle, or pay any judgment with respect to, any
8 Abuse Claim. Rather, a Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim shall be
9 determined solely by and in accordance with the applicable Abuse Insurance Policy or Abuse Insurance
10 Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy law. Nothing in the Plan,
the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents shall diminish or impair,
or be deemed to diminish or impair, the rights of any Non-Settling Insurer to defend any Abuse Claim or
to assert any claim, defense, right, or counterclaim in connection with any Abuse Claim or Abuse
Insurance Policy in accordance with applicable law; provided, however, that any claim or counterclaim
for Contribution (as defined in Section 8.4 of the Plan) against a Settling Insurer shall be addressed as
provided herein.

11 For all issues relating to insurance coverage concerning Non-Settling Insurers, the provisions,
12 terms, conditions, and limitations of the applicable Abuse Insurance Policies shall control, subject to
applicable non-bankruptcy law.

13 A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim shall be determined
14 solely by and in accordance with the applicable Abuse Insurance Policy or Abuse Insurance Policies issued
15 by that Non-Settling Insurer subject to applicable non-bankruptcy law. Liability with respect to any Abuse
Claim for purposes of any recovery against an Abuse Insurance Policy will be determined pursuant to
applicable non-bankruptcy law.

16 With respect to the Non-Settling Insurers, for purposes of establishing the value of any Abuse
17 Claim for purposes of recovery from, or coverage under, any Abuse Insurance Policy issued by a Non-
18 Settling Insurer, no determination made in the Chapter 11 Case, nor any determinations made by the Abuse
19 Claims Reviewer or Survivors' Trustee concerning any Abuse Claim at any time, shall be binding on or
20 against a Non-Settling Insurer, nor shall any party (including any Holder of an Abuse Claim against the
21 Debtor) offer into evidence, or seek to admit into evidence, any such alleged determination in any tort
actions pursued by Holders of Abuse Claims against the Debtor (as a nominal party only) or the Survivors'
Trust in the non-bankruptcy court system for the purpose of recovering from Non-Settling Insurers, except
for the limited purpose of establishing the amount of any credit to which Debtor (as a nominal party) may
be entitled to offset any verdict in favor of a holder of an Abuse Claim.

22 The determination of, qualification and estimation of Claims, and the payment of Survivors' Trust
23 distributions is not an admission of liability by the Debtor or Reorganized Debtor (as applicable), any
24 Non-Settling Insurer, the Survivors' Trust, or any other Person with respect to any Abuse Claims and has
25 no *res judicata* or collateral estoppel effect on any Non-Settling Insurer, the Debtor, the Survivors' Trust,
or any other Person, except that such determination may be introduced for the limited purpose of
establishing the amount of any credit to which the Debtor (as a nominal party) or the Survivors' Trust may
be entitled to offset any verdict in favor of a Holder of an Abuse Claim.

26 Neither the Abuse Claims Reviewer's nor Survivors' Trustee's review of an Abuse Claim and
27 determination of qualification, nor anything in the Survivors' Trust Documents (including any action or
28 decision pursuant to the Survivors' Trust Documents, including any estimation of claims or payment of
distributions), shall constitute a trial or an adjudication on the merits, or evidence of liability or damages,
in any litigation with the Non-Settling Insurer or any other Person.

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1 With respect to Non-Settling Insurers, nothing in the Plan, the Plan Documents, the Confirmation
2 Order, or the Survivors' Trust Documents shall, under any theory, (a) constitute a trial, a judgment, an
3 adjudication on the merits, or evidence establishing the liability (in the aggregate or otherwise) or
4 obligation of the Debtor or the Survivors' Trust with respect to any Abuse Claim, (b) constitute a trial, a
5 judgment, an adjudication on the merits, or evidence (or be introduced as evidence) establishing the
6 liability of any Non-Settling Insurer in current or subsequent litigation for any Claim, including, without
7 limitation, any Abuse Claim, or under any Abuse Insurance Policy, (c) constitute, or be deemed to
8 constitute (or be introduced to support a determination) of the reasonableness of the amount of any Claim,
9 including any Abuse Claim, either individually or in the aggregate with other Claims, (d) be deemed to
10 grant to any Person or Entity any right to sue any Non-Settling Insurer directly, in connection with a
11 Claim, including any Abuse Claim, or any Abuse Insurance Policy, that such Person or Entity did not
12 otherwise have under applicable non-bankruptcy law, (e) constitute a finding or determination (or be
13 introduced to support a finding or determination) that the Debtor is a named insured, additional insured,
14 or insured in any other way under any Abuse Insurance Policy, (f) constitute a finding or determination
15 (or be introduced to support a finding or determination) that any Insurer in fact issued any alleged Abuse
16 Insurance Policy or that any alleged Abuse Insurance Policy has any particular terms or conditions, (g)
17 constitute a finding or determination (or be introduced to support a finding or determination) that any
18 Insurer has any defense or indemnity obligation with respect to any Claim or Abuse Claim, or (h)
19 constitute a finding or determination (or be introduced to support a finding or determination) on any matter
20 at issue or which may be raised as an issue in any action, including the Insurance Coverage Litigation. In
21 addition, no payment made in accordance with the Plan shall be, or be deemed to be, a waiver of any rights
22 of any Non-Settling Insurer under any Abuse Insurance Policy.

23 Other than with respect to the effectiveness of the Insurance Assignment contemplated by the Plan
24 (if necessary) and the findings necessary to confirm the Plan under Section 1129 of the Bankruptcy Code
25 for such purpose only, no Non-Settling Insurer shall be bound in any current or future litigation concerning
26 an Abuse Claim or an Abuse Insurance Policy by any factual findings or conclusions of law issued in
27 connection with Confirmation of the Plan, and no such findings of fact or conclusions of law shall have
28 any *res judicata* or collateral estoppel effect on any Claim, defense, right, offset, or counterclaim that has
been asserted or that may be asserted in any current or subsequent litigation concerning an Abuse Claim
or an Abuse Insurance Policy. Non-Settling Insurers shall retain, and be permitted to assert, (i) all of their
insurance coverage defenses subject to applicable non-bankruptcy law in connection with Abuse Claims
notwithstanding any provision of the Plan, the Plan Documents, or the Confirmation Order, provided,
however, no Non-Settling Insurer may assert the Insurance Assignment as a defense to any Coverage
Claim nor challenge the efficacy or validity of the Insurance Assignment, and (ii) all of the Debtor's
defenses to liability, both legal and equitable, in connection with any asserted Abuse Claim, and the Non-
Settling Insurers' rights to assert all such underlying defenses and insurance coverage defenses in
connection with Abuse Claims will not be impaired in any way by the Plan, the Plan Documents, the
Confirmation Order, or the Survivors' Trust Documents, but shall be subject to applicable non-bankruptcy
law.

Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims and/or coverage
therefor under any Abuse Insurance Policy shall be resolved under applicable non-bankruptcy law in a
court of competent jurisdiction or such other venue as the affected parties (including the Non-Settling
Insurer(s)) may agree.

Nothing in the Plan shall limit the ability of any Non-Settling Insurer to agree to different terms or
treatment of its Abuse Insurance Policies as part of a consensual settlement with the Debtor, Survivors'
Trust, and/or Holders of Abuse Claims.

Any Non-Settling Insurer's legal, equitable, or contractual rights and obligations relating to the
Abuse Insurance Policies issued by such Non-Settling Insurer shall be determined under applicable non-
bankruptcy law. Nothing in the Plan shall be construed to impair or diminish the Debtor's or any Non-
Settling Insurer's legal, equitable, or contractual rights or obligations under any Abuse Insurance Policy

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1 including, but not limited to, the ability to negotiate resolution of any dispute; provided, however, (a) that
2 because Non-Settling Insurers would solely be potentially financially responsible for payment of Abuse
3 Claims (and the Debtor would have no such potential financial responsibility), the provisions of Cal. Civil
4 Code § 2860 entitling an insured to appointment of independent counsel in certain circumstances shall not
5 apply to any claims pursued by Holders of Abuse Claims against the Debtor (as a nominal party only) in
6 the non-bankruptcy court system for the purpose of recovering from Debtor (as a nominal party) and (b)
7 neither the Debtor (including the Estate and the Reorganized Debtor) nor the Survivors' Trust shall have
8 the right to (i) direct or interfere with a Non-Settling Insurer's defense of a tort action asserting an Abuse
9 Claim, or (ii) settle an Abuse Claim without the consent of all affected Non-Settling Insurers; provided,
10 however, that at the Reorganized Debtor's election and at its sole expense, the Reorganized Debtor may
11 appoint its own counsel ("Reorganized Debtor Counsel") to represent the Bishop in the defense of any
12 action by a Holder of an Abuse Claim against the Debtor (as a nominal party only). Any such Reorganized
13 Debtor Counsel shall cooperate and coordinate with defense counsel appointed by the Non-Settling
14 Insurers to represent the Debtor in such action, and the Reorganized Debtor's election to appoint
15 Reorganized Debtor Counsel shall not constitute direction of or interference with a Non-Settling Insurer's
16 defense of a tort action asserting an Abuse Claim. The Non-Settling Insurers reserve all policy defenses
17 and claims, including without limitation all rights, claims, and defenses concerning cooperation, offsets,
18 recoupments, deductions, deductibles, self-insured retentions, and all rights, claims, and defenses provided
19 in their policies. For the avoidance of doubt, if the Holder of an Abuse Claim has elected the Immediate
20 Payment or the Distribution Option, nothing in Section 8.3.12 of the Plan shall restrict the Survivors' Trust
21 from resolving or making a distribution on account of such Abuse Claim without the consent of any Non-
22 Settling Insurer for purposes of the Immediate Payment or Distribution Option.

23 Except as expressly stated herein, any coverage issues involving the Non-Settling Insurers or the
24 Abuse Insurance Policies issued by the Non-Settling Insurers shall be determined in accordance with
25 applicable non-bankruptcy law. All positions and arguments with respect to available coverage under such
26 Abuse Insurance Policies shall be fully preserved for assertion by the Non-Settling Insurers and Abuse
27 Claimants in any litigation of coverage issues. Subject to the terms of the Plan, the Non-Settling Insurers
28 and Holders of Abuse Claims reserve their rights, if any, to (i) bring proceedings concerning the
application and interpretation of the terms of the Abuse Insurance Policies and rights thereunder, as well
as whether defense and/or indemnity are owed under the Abuse Insurance Policies, and (ii) oppose any
such proceeding commenced by any other person or entity in any court of appropriate jurisdiction as
determined under applicable non-bankruptcy law; provided, however, because the Debtor will have
received a discharge under the Plan, any effort to collect from Abuse Insurance Policies issued by the
Non-Settling Insurers to satisfy an Abuse Claim after Confirmation of the Plan shall be sought individually
by the applicable Holder of an Abuse Claim after such Holder's Claim has been liquidated as provided
herein. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims (after such Abuse
Claim has been liquidated under the provisions set forth above) and/or coverage therefor under Abuse
Insurance Policies shall be resolved under applicable non-bankruptcy law in a court of competent
jurisdiction or such other venue as the affected parties (including the Non-Settling Insurer(s)) may agree.

The limitations in Section 8.3 of the Plan are for the benefit of the Non-Settling Insurers to preserve
their ability to assert the Debtor's defenses to Abuse Claims as well as Non-Settling Insurers' own
coverage defenses. For the avoidance of doubt, the Debtor (and the Reorganized Debtor, as applicable)
reserves its right to enforce the Plan, including without limitation its discharge, and to the benefits of any
settlements reached with Settling Insurers, provided that the foregoing will not limit the protections
afforded to the Non-Settling Insurers herein. All parties in interest in this Chapter 11 Case shall retain the
right to enforce the Claims Bar Date Order (as amended) and all confidentiality orders issued in the
Chapter 11 Case.

The provisions of Section 8.3 of the Plan shall be incorporated into the Confirmation Order.

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1 **C. Scope of Plan Injunctions With Respect to Non-Settling Insurers**

2 The injunctions under the Plan and Confirmation Order shall not prohibit a Non-Settling Insurer
3 from asserting Claims against the Survivors' Trust for contribution, subrogation, indemnification,
4 reimbursement, or other similar Cause of Action (collectively, "Contribution") for any Settling Insurer's
5 alleged share or equitable share relating to the defense and/or indemnity obligation for any Abuse Claim,
6 or for any Cause of Action released in any Insurance Settlement Agreements.

7 If a Non-Settling Insurer asserts it has (a) Contribution Claims directly or indirectly arising out of
8 or in any way relating to such Non-Settling Insurer's payment of loss on behalf of the Debtor or defense
9 expenses incurred in any action that should have been paid by or are otherwise attributable to a Settling
10 Insurer related to any Abuse Claim or (b) rights to recover any self-insured retentions/obligations and/or
11 deductibles (collectively, "Payment Obligations") in connection with its payment of defense and/or
12 indemnity related to an Abuse Claim, then (i) such Contribution Claims or Payment Obligations may be
13 asserted as a setoff, defense, or counterclaim against any Abuse Claimant and/or the Survivors' Trust in
14 any insurance action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving
15 such Non-Settling Insurer and (ii) to the extent such Contribution Claims or Payment Obligations are
16 determined to be valid, the liability (if any) of such Non-Settling Insurer to the holder of the Abuse Claim
17 or the Survivors' Trust shall be reduced by the amount of such Contribution Claims or Payment
18 Obligations, provided that if any such Contribution Claim exceeds the liability of such Non-Settling
19 Insurer to the Survivors' Trust, the Non-Settling Insurer does not waive any excess claim and may seek
20 affirmative recovery from the Survivors' Trust.

21 To the extent payment of a self-insured retention is a condition to a Non-Settling Insurer's
22 obligation to provide defense or indemnity under applicable non-bankruptcy law and the Non-Settling
23 Insurer's applicable insurance policies, the failure of the Survivors' Trust to pay such self-insured
24 retention to the Non-Settling Insurer shall result in the Non-Settling Insurer having the right to argue that
25 such failure of payment is a complete defense to any claim for coverage by the Non-Settling Insurer to, or
26 related to, any claim for recovery of insurance from the Non-Settling Insurer.

27 **D. Non-Settling Insurers' Contribution Claims Against Settling Insurers**

28 In any Action, including the Insurance Coverage Litigation, involving the Holder of an Abuse Claim
and one or more Non-Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert
any Contribution Claim against any of the Settling Insurers or the Survivors' Trust, and such Contribution
Claims are determined by the court presiding over such Claims to be valid, then any judgment or award
obtained against such Non-Settling Insurer by such Holder of an Abuse Claim shall be automatically
reduced by the amount, if any, that the Survivors' Trust or any of the Settling Insurers is liable to pay such
Non-Settling Insurer as a result of the Non-Settling Insurer's Contribution Claim, so that the Contribution
Claim is thereby satisfied and extinguished; provided, however, that, as against the Survivors' Trust (as
successor to the Debtor), a Non-Settling Insurer may only assert any such Contribution Claim for the
payment of deductible or self-insured retention. The Settling Insurers shall be required to cooperate in
good faith with the Debtor, the Reorganized Debtor, and/or the Survivors' Trust to take commercially
reasonable steps to defend against any Contribution Claim by a Non-Settling Insurer.

E. Cooperation with Non-Settling Insurers

The Survivors' Trust and the Debtor (including the Estate and the Reorganized Debtor) shall have
the obligation as provided in the Abuse Insurance Policies to cooperate with the Non-Settling Insurers
with respect to the investigation and defense of Abuse Claims pursuant to the terms of the Non-Settling
Insurers' respective Abuse Insurance Policies, including with respect to preserving any documents
relevant to liability or coverage disputes, making documents and witnesses available to the Non-Settling
Insurers concerning such disputes, and maintaining privilege with regard to the defense.

1 The Reorganized Debtor and its agents will not voluntarily waive any privilege under applicable
2 non-bankruptcy law applicable to documents or communications related to alleged Abuse Claims
3 (collectively, "Privileged Communications"). Without limiting the generality of the foregoing, neither the
4 Reorganized Debtor nor its agents shall provide the Survivors' Trust or any Holder of an Abuse Claim
5 with any Privileged Communications, absent the express consent of all affected Non-Settling Insurers or
6 a court order compelling such a production. The Reorganized Debtor shall provide prompt notice of any
7 requests and/or motions to compel disclosure of Privileged Communications and cooperate with affected
8 Insurers with respect to the same.

9 The Non-Settling Insurers shall reserve all coverage defenses with respect to any current or future
10 failure to cooperate. The Debtor and the Survivors' Trust reserve all rights under the applicable Abuse
11 Insurance Policies of the Non-Settling Insurers. The terms of the Plan (including Articles VIII and IX of
12 the Plan) constitute a voluntary agreement by the Non-Settling Insurers to the Insurance Assignment, and
13 such terms shall not be deemed to be an involuntary order to that effect.

14 **F. Reductions In Non-Settling Insurers' Liability**

15 No Litigation Claimant shall recover in the aggregate from the Survivors' Trust and any Non-
16 Settling Insurer an amount greater than the total amount of the judgment entered by the applicable court
17 of competent jurisdiction on such Holder's underlying Abuse Claim, subject to the terms of Section 5.14
18 of the Plan. A Non-Settling Insurer shall have all rights available under non-bankruptcy law to assert,
19 seek, and enforce any right to offset, recoup, or otherwise reduce its liability on any such entered judgment,
20 including without limitation all rights available under non-bankruptcy law to assert, seek, and recover on
21 such claims against the Survivors' Trust.

22 **ARTICLE X**

23 **MEANS FOR IMPLEMENTATION OF THE PLAN**

24 The Plan provides for means of implementation as set forth in Article XII thereof and described
25 below.

26 **A. Revesting.**

27 The Plan provides that property of the bankruptcy estate will revest in the Reorganized Debtor on
28 the Effective Date, as follows:

- 29 a. *Revesting of Property in the Reorganized Debtor.* On the Effective Date, all
30 property of the Estate as defined in Section 541 of the Bankruptcy Code, including
31 any Causes of Action, shall revest in the Reorganized Debtor, free and clear of all
32 liens and encumbrances and all Claims, rights, interests, and entitlements.
33 Thereafter, the Reorganized Debtor may use, sell, transfer or exchange such
34 property in its discretion, subject to any restriction or limitation set forth in the Plan.
- 35 b. *Obtaining Credit.* At any time after the Effective Date the Reorganized Debtor may
36 obtain credit in its sole discretion without approval of the Bankruptcy Court.
- 37 c. *No Waiver.* No claim, right, Cause of Action, or other property of the Estate shall
38 be deemed waived or otherwise forfeited by the Debtor's failure to identify such
39 property in the Schedules or the Disclosure Statement accompanying the Plan.

1 **B. Child Protection Measures.**

2 In order to further promote healing and reconciliation, and in order to continue efforts to prevent
3 Abuse from occurring in the future, the Reorganized Debtor agrees that, as of the Effective Date (unless
4 a different date is provided in the Confirmation Order), it will use continue the non-monetary measures
5 outlined in Article IV(G) above entitled “Debtor’s Mission to Effect Reconciliation and Compensation.”

6 **C. CCCEB Settlement**

7 Through the CCCEB Settlement, the Plan contemplates that, in full and complete satisfaction of
8 all obligations under the CCCEB Note, on the Effective Date, CCCEB shall transfer fee simple title to the
9 Cathedral Center to the Reorganized Debtor, together with all improvements thereon and all tangible
10 personal property owned by CCCEB and located on or used in connection with operation of the Cathedral
11 Center.

12 In connection with the CCCEB Settlement:

- 13
- 14 a. CCCEB shall assign to the Reorganized Debtor, and the Reorganized Debtor shall
15 assume all obligations of CCCEB under, all current contracts related to
16 maintenance and operation of the Cathedral Center, provided that the Reorganized
17 Debtor may decline to assume any such contract following reasonable diligence
18 review, and further provided that to the extent any such contracts are not assignable
19 under their terms or applicable law or assignment would constitute a breach under
20 the terms of such contract, Reorganized Debtor may instead, at its election, fund
21 CCCEB’s obligations for payment under any such contracts.
 - 22 b. Funds in deposit accounts in the name of or controlled by CCCEB for operation of
23 the Cathedral Center shall, at the Reorganized Debtor’s election, be transferred to
24 the Reorganized Debtor, or otherwise used for operating expenses related to the
25 Cathedral Center or otherwise to pay the debts of CCCEB.
 - 26 c. CCCEB shall assign to RCBO, and RCBO shall assume all obligations under the
27 existing User Agreements.
 - 28 d. Following effectuation of the CCCEB Settlement as set forth in the Plan, CCCEB
shall have no further obligation or liability of any kind for the debt evidenced by
the CCCEB Note, or in connection with the CCCEB Note. The Plan provides that
the Debtor will reject the existing lease with CCCEB as it will no longer be
necessary.

21 The CCCEB Settlement provides a straightforward, practical resolution of CCCEB’s unpaid debt
22 to the Debtor under the CCCEB Note. CCCEB has no material assets other than the Cathedral Center. It
23 also has no income other than lease payments and user fees paid by the Debtor and other users of the
24 Cathedral Center, substantially all of which are devoted to operation and maintenance of the Cathedral
25 Center. CCCEB is therefore unable to service the CCCEB Note and has no foreseeable means to repay
26 the principal balance thereunder. Based on appraisals obtained by the Debtor, the Cathedral Center has a
27 value in excess of the balance due under the CCCEB Note. Sale of the Cathedral Center in order to repay
28 the CCCEB Note is not a viable option for either CCCEB or the Debtor for reasons, including (i) the
Cathedral is essential to the Debtor’s religious mission and serves as home to the Cathedral of Christ the
Light parish Church; (ii) the Debtor relies on use of the administrative offices and rectory in the Cathedral
Center; and (iii) the Cathedral Center includes a mausoleum licensed to RCC requiring maintenance in
perpetuity. The CCCEB Settlement therefore reflects a practical means for the Debtor to collect under the
CCCEB Note through transfer of CCCEB’s sole material asset to the Debtor.

1 In evaluating settlements, bankruptcy courts in the Ninth Circuit consider the following factors:
2 (a) The probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter
3 of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay
4 necessarily attending it; and (d) the paramount interest of the creditors. *See In re A & C Properties*, 784
5 F.2d 1377, 1381 (9th Cir. 1986). The obligation of CCCEB to the Debtor is clear, so there is a high
6 probability that the Debtor would prevail in litigation. Because CCCEB has no material assets other than
7 title to the Cathedral Center, the only avenue for collection would be through foreclosure of a judgment
8 lien on the Cathedral Center. If the Debtor were to seek collection of the CCCEB Note by obtaining and
9 executing on a judgment against CCCEB, the end result would be that the Debtor would obtain title to the
10 Cathedral Center real property through foreclosure on a judgment lien. While the litigation would not be
11 particularly complex, it would entail needless expense and delay. The CCCEB Settlement achieves the
12 same result without the need for the expense and delay of litigation. Considering the overall paramount
13 interests of creditors and the interests of the Debtor, the CCCEB Settlement is in the best interests of the
14 estate and creditors because it achieves the same results that would be achieved through litigation and
15 collection in a much more expedient, orderly, and less costly manner.

9 **D. Treatment of Actions and Causes of Action.**

10 On the Effective Date, all Causes of Action held by the Estate or the Debtor other than those
11 included in the Survivors' Trust Assets shall be deemed fully vested in the Reorganized Debtor. Pursuant
12 to Section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtor shall retain and have the exclusive
13 authority and standing to prosecute, enforce, pursue, sue on, settle or compromise any and all Causes of
14 Action (including Avoidance Actions), arising before the Effective Date, including all Causes of Action
15 of a trustee and debtor-in-possession under the Bankruptcy Code, but not including the Insurance
16 Coverage Litigation, Assigned Insurance Interests, and any other Causes of Action expressly released or
17 compromised as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered prior to
18 the Effective Date. The Reorganized Debtor shall also retain and may prosecute and enforce all defenses,
19 counterclaims, and rights that have been asserted or could be asserted by the Debtor against or with respect
20 to all Claims asserted against the Debtor or property of the Estate. Failure to specifically identify potential
21 Causes of Action in the Plan shall not be deemed a waiver of any such Cause of Action by the Debtor,
22 Reorganized Debtor, or the Survivors' Trust.

17 **E. Continued Existence.**

18 From and after the Effective Date, the Debtor shall continue in existence as the Reorganized Debtor
19 in accordance with applicable law for all purposes, including, among other things, (a) enforcing and
20 prosecuting claims, interests, rights, and privileges of the Debtor including, without limitation, prosecuting
21 Causes of Action, (b) resolving Disputed Claims, (c) administering the Plan, (d) filing appropriate tax
22 returns and refund requests, and (e) performing all such other acts and conditions required by and
23 consistent with consummation of the Plan.

22 **F. The Survivors' Trust.**

23 On the Effective Date, the Survivors' Trust shall be created, as provided in Article IX of the Plan,
24 and described in Article VII of this Disclosure Statement.

24 **G. Post-Effective Date Prosecution of Non-Abuse Litigation Claims.**

25 Section 12.7 of the Plan includes the following provisions regarding litigation claims pending
26 against the Debtor that are not Abuse Claims:

- 27 a. *Relief from the Automatic Stay.* Effective upon the Effective Date, Holders of Class
28 6 Claims are granted relief from the automatic stay of Section 362 of the
Bankruptcy Code solely for the purpose of continuing to prosecute their Class 6

1 Claim in a court of competent jurisdiction (each, a “Class 6 Action”), including but
2 not limited to litigating such action through entry of a judgment, prosecution of any
3 appeals and/or settlement of such action, subject to the terms and conditions set
4 forth herein. All Holders of Class 6 Claims shall be permitted, but not required, to
5 liquidate their Class 6 Action in a court of competent jurisdiction in accordance
6 with 28 U.S.C. § 157(b)(2)(B).

7 b. No less than sixty (60) days after the Effective Date, the Reorganized Debtor shall
8 establish the Non-Abuse Litigation Reserve and fund it with \$750,000.00.

9 c. *Sources of Recovery for Non-Abuse Litigation Claims.* Notwithstanding any
10 provision to the contrary in the Plan Documents, Holders of Class 6 Claims shall
11 be entitled to prosecute and/or settle their respective Class 6 Action, provided that
12 each such Holder shall be limited to recovering from (i) the proceeds of any
13 applicable insurance policy which provides coverage, or could provide coverage,
14 with respect to such Class 6 Claim and (ii) its *pro rata* portion of the Non-Abuse
15 Litigation Reserve; provided, however, no Holder of a Class 6 Claim may recover
16 more than \$250,000.00 from the Non-Abuse Litigation Reserve. Effective upon
17 the Effective Date, Holders of Class 6 Claims shall be otherwise barred and
18 enjoined from seeking recovery on any judgment or settlement obtained in their
19 respective Class 6 Action from the assets of the Debtor, Reorganized Debtor,
20 Contributing Non-Debtor Catholic Entities, Survivors’ Trust, and any other party
21 receiving a release under the Plan.

22 d. *Insurance Coverage for Non-Abuse Litigation Claims.* All parties, including, but
23 not limited to, any insurer under any insurance policy alleged to provide coverage
24 of a Class 6 Claim, reserve and expressly do not waive any of their rights, remedies
25 and/or defenses with respect to any Class 6 Claim. If any insurer denies and/or
26 disclaims coverage of a Class 6 Claim, the Debtor or Reorganized Debtor (as
27 applicable) shall reasonably cooperate at the sole cost of the Holder of such Class 6
28 Claim to assign to that Holder the right to pursue and receive the proceeds of any
applicable coverage under such Insurer’s Abuse Insurance Policy or Abuse Insurance
Policies. Nothing contained herein shall be deemed a representation or warranty
concerning the availability, scope or interpretation of any insurance coverages
which may or may not exist for Class 6 Claims.

19 **H. Bankruptcy Procedure and Transition.**

20 *Notice Required Post-Confirmation.* Except as otherwise specifically provided in the Plan, notice
21 of Filings in the Bankruptcy Court after the Confirmation Date, including fee applications, shall be
22 required to be given only to Persons or Entities on the Post-Confirmation Notice List. Consistent with the
23 Local Rules of the Bankruptcy Court, no other form of service shall be required on parties receiving
24 service through ECF. The Post-Confirmation Notice List consists of: (a) the Reorganized Debtor; (b) the
25 Survivors’ Trustee; (c) the Office of the United States Trustee; (d) Persons against whom relief is sought;
26 and (e) Persons who request notice of such matters through a written request that is filed with the
27 Bankruptcy Court and served on the Debtor not earlier than the Confirmation Date.

28 *Dissolution of the Committee.* On the Effective Date, the Committee shall be dissolved and the
Committee and its members, as of the Effective Date, shall be discharged of and from all further authority,
duties, responsibilities, and obligations related to, arising from and in connection with the Chapter 11
Case.

Statutory Fees. Section 12.8.4 of the Plan includes specific provisions regarding payment of
statutory fees to the United States Trustee as required by 28. U.S.C. § 1930(a)(6).

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 **I. Post-Petition Deposits.**

2 As of the Effective Date, the Reorganized Debtor shall be authorized to close the Adequate
3 Assurance Account, as defined in the *Final Order Establishing Adequate Assurance Procedures With*
4 *Respect to The Debtor's Utility Providers* [Docket No. 114], and retain all funds held therein. From and
5 after the Effective Date, the Reorganized Debtor may, at its election, demand the refund of any deposit
6 provided to a Person other than a utility after the Petition Date or may offset the amount of such deposit,
at the Reorganized Debtor's election, against either post-Effective Date billings or against distributions to
the holder of such deposit on account of its Allowed Claims, or otherwise take any actions permitted by
law to obtain recovery of such deposit; for the avoidance of any doubt, the foregoing supersedes any pre-
or post-petition agreement between the holder of such deposit and the Debtor.

7 **J. Cancellation of Liens**

8 Except as otherwise specifically provided herein, upon the payment of an Allowed Secured Claim
9 in accordance with the Plan, or upon any Secured Claim being Disallowed, any lien securing such Secured
10 Claim shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to
11 release any collateral or other property of the Debtor held by such holder and to take such actions as may
12 be reasonably requested by the Reorganized Debtor, to evidence the release of such Lien, including the
execution, delivery, and filing or recording of such releases as may be requested by the Reorganized
Debtor at the sole cost and expense of the Reorganized Debtor. For clarity, this Section does not modify
the terms of assumed Executory Contracts or Unexpired Leases of real property.

13 **K. Other Actions.**

14 On and after the Effective Date, the Reorganized Debtor shall be authorized to take such actions
15 as are reasonably necessary to complete and effectuate the terms of the Plan, subject only to the specific
limitations contained in the Plan, the Bankruptcy Code or Bankruptcy Rules, and any order of the Court.

16 **L. General Settlement.**

17 Pursuant to Sections 105 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in
18 consideration for the classification, distributions, releases, and other benefits provided under the Plan, on
19 the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of
20 all Claims and controversies resolved pursuant to the Plan, including without limitation the CCCEB
21 Settlement. On or before the Effective Date, the Bankruptcy Court will have approved, by Final Order,
22 such compromises, and the Bankruptcy Court's findings will constitute its determination that such
23 compromises and settlements are in the best interests of the Debtor, the Estate, Holders of Abuse Claims
(including Unknown Abuse Claims), Holders of other Claims, and other parties in interest, and are fair,
equitable, and within the range of reasonableness. To the extent a separate Final Order is not entered on
or before the Confirmation Date, the entry of the Confirmation Order will constitute the Final Order
approving the compromises and settlements hereunder.

24 **M. Closing of the Case.**

25 As soon as reasonably practicable when the Reorganized Debtor deems appropriate, consistent
26 with the provisions of the Plan, the Bankruptcy Code including without limitation Section 350 of the
27 Bankruptcy Code, the Bankruptcy Rules including without limitation Bankruptcy Rule 3022, and the
28 Local Rules of the Bankruptcy Court, the Reorganized Debtor shall file and serve an application for entry
of a Final Decree closing the Chapter 11 Case, together with a proposed Final Decree. A Final Decree
may be entered before the Survivors' Trust is fully administered, and the expectation that the Survivors'
Trust will make further distributions shall not be a basis for delaying entry of a Final Decree. Entry of a
Final Decree closing the Chapter 11 Case shall, whether or not specified therein, be without prejudice to
the right of the Reorganized Debtor, the United States Trustee, the Survivors' Trustee, or any other party

1 in interest to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or the District
2 Court has retained jurisdiction under the Plan. Any Final Decree or order closing the Chapter 11 Case
3 will provide that the Bankruptcy Court or the District Court, as appropriate, will retain (a) jurisdiction to
4 enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders entered in this Chapter
5 11 Case, and the obligations created by the Plan and the Plan Documents; and (b) all other jurisdiction
6 and authority granted to it under the Plan and the Plan Documents

7 **ARTICLE XI**

8 **DISPUTED CLAIMS AND CLAIMS DISTRIBUTIONS**

9 **A. Single Claim.**

10 Except as otherwise provided by the Plan, a Person that holds multiple Allowed Claims based on
11 the same indebtedness or obligation, shall be deemed to have only one Allowed Claim against the Estate
12 in an amount equal to the largest of similar Claims for the purposes of voting and distribution under the
13 Plan.

14 **B. Objections to Claims**

15 *Parties Permitted to Object to Claims*

16 Any party in interest may object to Claims to the extent permitted under Section 502(a) of the
17 Bankruptcy Code and the Holder of any Claim to which an objection is made is entitled to assert their
18 defenses to such objection.

19 *Time Limits for Objections*

20 The Reorganized Debtor and the Survivors' Trust may File an objection to any Claim at any time
21 through the closing of the Chapter 11 Case. For all other parties in interest except Non-Settling Insurers
22 who agree to defend against any Litigation Claimant as set forth in Section 5.2.2, Article VIII, and Article
23 IX of the Plan, objections to a Claim must be Filed on or before the Claims Objection Deadline.

24 *Disputed Claims*

25 Upon the filing of an objection to a Claim, the Claim shall be a Disputed Claim.

26 **C. Treatment of Disputed Claims**

27 Until such time as an unliquidated Claim, contingent Claim, an unliquidated or contingent portion
28 of a Claim, or a Claim which has been objected to becomes Allowed or is Disallowed, such Claim will be
treated as a Disputed Claim for all purposes related to Plan Distributions. No distribution shall be made
on account of any Disputed Claim unless and until all objections to such Disputed Claim have been settled
or withdrawn or have been determined by a non-appealable order, and the Disputed Claim has become an
Allowed Claim. In the event that Disputed Claims in Class 2 or Class 3 are pending at the time of a
distribution under the Plan, the Reorganized Debtor shall maintain a reasonable reserve for such Disputed
Claims. No distribution of such reserved funds for a Disputed Claim shall be made until such Disputed
Claim has been resolved by order of the Court or compromise consistent with the terms of the Plan and
the Bankruptcy Code. Distributions for Disputed Claims in Class 4 or Class 5 shall be as provided in the
Survivors' Trust Distribution Plan and/or other Survivors' Trust Documents.

1 **D. Late Filed Claims.**

2 Claims required to be submitted, but which are not submitted, on or before their applicable Claims
3 Bar Date, or which are not otherwise deemed timely and/or Allowed by order of the Court, shall receive
4 no distribution under the Plan. Instead, they shall be deemed Disallowed Claims, and expunged. The
5 submission of a Ballot shall not constitute an amendable informal Proof of Claim or an amendment to a
6 previously filed Proof of Claim or scheduled Claim. Any amendment to an otherwise timely filed Proof
7 of Claim must be filed on or before the Confirmation Date, provided that the foregoing shall not waive or
8 modify the right of any party in interest to object to amendment of a Claim before the Confirmation Date.
9 The Unknown Abuse Claims Representative need not submit or File a Proof of Claim on behalf of Holders
10 of Class 5 Claims as a prerequisite to vote on the Plan or for any Class 5 Claims to be deemed Allowed.
11 If there are any Holders of Class 5 Claims, they shall submit their Claims in accordance with the procedure
12 for submitting Unknown Abuse Claims under the Trust Documents.

8 **E. Claims Estimation**

9 To effectuate distributions pursuant to the Plan and avoid undue delay in the administration of the
10 Plan, the Reorganized Debtor or the Survivors' Trustee, as applicable, shall have the right to seek an order
11 of the Court pursuant to Section 502(c) of the Bankruptcy Code as to any Disputed Claim, estimating or
12 limiting: (i) the amount that must be withheld from or reserved for distribution purposes on account of
13 such Disputed Claim(s), (ii) the amount of such Claim for allowance or disallowance purposes, or (iii) the
14 amount of such Claim for any other purpose permitted under the Bankruptcy Code. Whether any such
15 Claim is subject to estimation pursuant to Section 502(c) of the Bankruptcy Code, and the timing and
16 procedures for such estimation proceedings, if any, shall be determined by the Court.

14 **F. No Distribution on Disallowed Claims**

15 Notwithstanding any provision in the Plan to the contrary, no distribution shall be made on account
16 of any Claim which is not an Allowed Claim.

16 **G. Timing of Distributions on Allowed Claims.**

17 *Next Business Day*

18 Whenever any distribution on a Claim to be made pursuant to the Plan would otherwise be due on
19 a day other than a Business Day, such distribution shall be due on the immediately succeeding Business
20 Day.

20 *Timeliness*

21 Any distribution on a Claim to be made by the Reorganized Debtor pursuant to the Plan or
22 agreements entered into pursuant to the Plan, or by the Survivors' Trust pursuant to the Plan or Survivors'
23 Trust Documents or agreements entered into pursuant to either, shall be deemed to have been timely made
24 if made within 15 days after the time therefor specified in the Plan or such other agreements between the
25 Holder of a Claim and the Debtor, Reorganized Debtor, or Survivors' Trust, as applicable. No additional
26 interest shall accrue or be paid with respect to any distribution as a consequence of such distribution not
27 having been made on the date specified therefor herein. For the avoidance of doubt, this section does not
28 modify the terms of assumed Executory Contracts or Unexpired Leases of non-residential real property.

26 **H. Transfers of Claims.**

27 As of the close of business on the Confirmation Date, there shall be no further changes in the
28 record holders of the Claims for purposes of distributions under the Plan unless the Reorganized Debtor
(as to all Claims other than Class 4 and Class 5 Claims) or the Survivors' Trustee (as to Class 4 and Class

1 5 Claims) otherwise agree. Neither the Reorganized Debtor nor the Survivors' Trustee shall have any
2 obligation to recognize any unapproved transfer of Claims occurring after the Confirmation Date.

3 **I. Prepayment of Claims.**

4 Notwithstanding anything to the contrary in the Plan or the Plan Documents, the Reorganized
5 Debtor may prepay all or any portion of an Allowed Claim payable by the Reorganized Debtor or a note
6 issued by the Debtor or Reorganized Debtor in payment of an Allowed Claim at any time without charge
7 or penalty.

8 **J. Delivery of Distributions.**

9 Distributions to holders of Allowed Claims, other than Class 4 or Class 5 Claims, will be sent to
10 (i) the addresses set forth in any written notice of address change delivered to the Debtor or the
11 Reorganized Debtor after the date of any related Proof of Claim; (ii) the address set forth on such holder's
12 Proof of Claim filed with the Court; (iii) the address set forth on the schedules, if no Proof of Claim has
13 been filed and no notice of change of address has been received; or (iv) to the last known address reflected
14 in the Debtor's books and records. Distributions to Abuse Claimants and Unknown Abuse Claimants
15 from the Survivors' Trust Assets will be made in accordance with the Survivors' Trust Documents.

16 **K. Unclaimed Distributions.**

17 If a holder of an Allowed Claim cannot be located after reasonable effort, or otherwise fails to
18 accept a distribution within 90 days following the date of such distribution, then the distribution to such
19 holder shall be canceled and there shall be no further distributions required with respect to such Claim.

20 **L. No Interest on Claims.**

21 Unless otherwise specifically provided for in the Plan, by applicable law (including Section 506(b)
22 of the Bankruptcy Code), or agreed to by the Debtor or the Reorganized Debtor (as applicable): (i) interest
23 shall not accrue or be paid on any Claim, and no holder of any Claim shall be entitled to interest accruing
24 on and after the Petition Date on account of any Claim; and (ii) without limiting the foregoing, interest
25 shall not accrue on or be paid on any Disputed Claim in respect of the period from the Effective Date to
26 the date a final distribution is made when and if such Disputed Claim becomes an Allowed Claim.

27 **M. Provisions Governing Unimpaired Claims.**

28 Except as otherwise provided in the Plan, nothing will affect the Debtor's or the Reorganized
Debtor's rights and defenses with respect to any Unimpaired Claims, including, but not limited to, all
rights with respect to legal and equitable defenses to, or setoffs or recoupments against, such unimpaired
Claims.

N. Additional Terms Regarding Class 4 and Class 5 Claims.

Except as otherwise provided in Article V of the Plan, terms for resolution of and distribution to
Abuse Claims in Class 4 or Class 5 shall be as provided in the Survivors' Trust Documents. For the
avoidance of doubt, (i) any such Holder of an Abuse Claim shall not recover in the aggregate from the
Survivors' Trust and any Non-Settling Insurer an amount greater than the amount of the judgment issued
by the applicable court of competent jurisdiction on the underlying Abuse Claim, (ii) any such Holder of
an Abuse Claim is not barred by this Section 5.14 from seeking extracontractual damages under the
holding of *Hand v. Farmers Ins. Exchange*, 23 Cal. App.4th 1847 (1994) ("*Hand*"), and (iii) all defenses
and the rights of any Non-Settling Insurer to oppose any such claim by a Holder of an Abuse Claim under
Hand are fully preserved, including that *Hand* is not a correct statement of applicable law and that it would
not apply to any such asserted claim.

1 **ARTICLE XII**

2 **EFFECTIVE DATE**

3 **A. Conditions Precedent to Effective Date**

4 The Effective Date shall not occur, and the Plan shall not go into effect, unless each of the
5 following conditions are satisfied or waived as set forth in Section 10.2 of the Plan:

6 1. The Confirmation Order shall have been entered and shall be a Final Order in a form
7 reasonably acceptable to the Debtor, and there shall be no stay or injunction that would prevent the
8 occurrence of the Effective Date. The Debtor in its sole discretion may waive the requirement that the
9 Confirmation Order be a Final Order.

10 2. There shall have been no material amendments to the Plan or Confirmation Order.

11 3. The Debtor and all other necessary parties shall have executed all documents and entered
12 into all agreements as may be necessary in connection with the Exit Facility described in Article XI of the
13 Plan.

14 4. The Debtor, the Survivors' Trustee, and any other necessary parties shall have executed all
15 documents necessary for formation of the Survivors' Trust, and for the Survivors' Trustee to administer
16 and operate the Survivors' Trust.

17 5. Transfer of funds to the Survivors' Trust for all initial contributions to the Survivors' Trust
18 shall have been made, and the proof thereof provided to the Debtor and the Survivors' Trustee.

19 6. All other actions, authorizations, filings, consents, and approvals required (if any),
20 including but not limited to canonical approvals, shall have been obtained, effected, or executed in a
21 manner acceptable to the Debtor and remain in full force and effect or, if waivable, waived by the Person
22 or Persons entitled to the benefit thereof.

23 7. All other actions, documents, and agreements necessary to implement and effectuate the
24 Plan shall have been effected or executed.

25 8. The statutory fees owing to the United States Trustee as of the deadline for payment
26 immediately preceding the Effective Date shall have been paid in full.

27 **B. Waiver of Conditions Precedent to the Effective Date**

28 Any condition to the occurrence of the Effective Date set forth in Section 10.2 of the Plan may be
waived, in whole or in part, by the Debtor, subject to approval of the Court, provided that Sections 10.2.3
and 10.2.4 are not waivable. The failure to satisfy any material condition to Confirmation or the Effective
Date may be asserted by the Debtor in its sole discretion so long as such failure was not primarily caused
by any action or inaction by the Debtor. The failure of the Debtor to exercise any of the foregoing rights
shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right,
which may be asserted at any time.

C. Revocation of the Plan.

As provided in Section 10.4 of the Plan, if Confirmation does not occur, an order denying
Confirmation is entered by the Court, or if the Plan does not become effective, then the Plan shall be null
and void, and nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release

1 of any Claims against the Debtor; (b) constitute a waiver or release of any right, claim or cause of action
2 of the Debtors; (c) constitute an admission of any fact or legal conclusion by the Debtor or any other
3 Person; (d) prejudice in any manner the rights of the Debtor or any other party in any related or further
4 proceedings; or (e) constitute a settlement, implicit or otherwise, of any kind whatsoever.

5 **ARTICLE XIII**

6 **EFFECTS OF PLAN CONFIRMATION AND EFFECTIVE DATE**

7 Article XIII of the Plan provides that confirmation and effectiveness of the Plan will have the
8 effects set forth below, as of the Effective Date:

9 **A. Binding Effect of Confirmation.**

10 Section 13.1 of the Plan provides that as of the Confirmation Date, but subject to occurrence of
11 the Effective Date, the provisions of the Plan shall be binding on and inure to the benefit of the Debtor,
12 the Estate, all Holders of Claims against the Debtor, and all other Persons or Entities whether or not such
13 Persons or Entities have accepted the Plan. The rights, benefits, and obligations of any Person or Entity
14 named or referred to in the Plan will be binding on, and will inure to the benefit of, the executors,
15 administrators, successors and assigns of each Person or Entity (as applicable), whether or not they have
16 accepted the Plan.

17 **B. Ratification.**

18 Subject to all the terms of the Plan, the Confirmation Order shall be deemed to ratify all
19 transactions effectuated by the Debtor during the pendency of the Chapter 11 Case to the extent occurring
20 pursuant to an order of the Court.

21 **C. Discharge of Claims**

22 Under Section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in
23 the Plan or in any agreement or document executed pursuant to the Plan, the distributions, rights, and
24 treatment of Claims and Causes of Action in the Plan shall be in complete satisfaction, discharge, and
25 release, as of the Effective Date, of Claims and Causes of Action that arose prior to the Effective Date,
26 whether known or unknown, against, the Debtor (including for the avoidance of doubt the Churches) or
27 any of its assets or properties, including without limitation (i) any demands, liabilities, and Causes of
28 Action that arose before the Effective Date, (ii) any liability to the extent such Claims relate to services
performed by employees of the Debtors before the Effective Date and that arise from a termination of
employment, (iii) any contingent or non-contingent liability on account of representations or warranties
issued on or before the Effective Date, and (iv) all debts of the kind specified in Sections 502(g), 502(h),
or 502(i) of the Bankruptcy Code. Any default by the Debtor with respect to any Claim existing
immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the
Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims
subject to the Effective Date occurring.

29 **D. Confirmation Injunction.**

30 Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date all
31 Holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based
32 upon any act, omission, transaction, occurrence, or other activity of any nature that occurred before the
33 Effective Date shall be precluded and permanently enjoined from prosecuting or asserting any such
34 discharged Claim against the Debtor or the Reorganized Debtor or the property of the Debtor or
35 Reorganized Debtor. In accordance with the foregoing, except as expressly provided in the Plan or the

36 **THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION**

1 Confirmation Order, the Confirmation Order shall be a judicial determination of discharge or termination
2 of all Claims, and other debts and liabilities against or in the Debtor pursuant to Sections 105, 524 and
3 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor at
any time to the extent such judgment relates to a discharged Claim.

4 **E. Injunction Against Interference with the Plan.**

5 Upon the entry of the Confirmation Order, all Holders of Claims and other parties in interest, along
6 with their respective present or former affiliates, employees, agents, officers, directors, attorneys, or
principals, shall be enjoined from taking any actions to interfere with the implementation or consummation
of the Plan.

7 **F. Exculpation**

8 **Subject to the occurrence of the Effective Date, to the fullest extent permissible under**
9 **applicable law and without affecting or limiting either the releases by the Debtor or the Releases by**
10 **Abuse Claimants, and except as otherwise specifically provided in the Plan or the Confirmation**
11 **Order, none of the Exculpated Parties shall have or incur any liability to any Holder of a Claim or**
12 **any other Person for any act or omission in connection with, related to, or arising out of, the Chapter**
13 **11 Case, the Plan, the pursuit of Confirmation of the Plan, the negotiation and consummation of the**
14 **Plan, or the administration of the Chapter 11 Case and the Plan, the property to be distributed**
15 **under the Plan, the administration of the Survivors' Trust Assets and the Survivors' Trust by the**
16 **Survivors' Trustee, or any other related agreement, or any restructuring transaction, contract,**
17 **instrument, release, or other agreement or document created or entered into during the Chapter 11**
18 **Case in connection with the Chapter 11 Case, or upon any other act or omission, transaction,**
19 **agreement, event, or other occurrence related or relating to the foregoing, and each Exculpated**
20 **Party hereby is exculpated from any claim or Cause of Action related to the foregoing; provided,**
21 **however, that the foregoing shall not operate as an exculpation, waiver or release for (i) any express**
22 **contractual obligation owing by any such Person or Entity, (ii) willful misconduct or gross**
23 **negligence, and (iii) with respect to Professionals, liability arising from claims of professional**
24 **negligence which shall be governed by the standard of care otherwise applicable to professional**
25 **negligence claims under applicable non-bankruptcy law, and, in all respects, the Exculpated Parties**
26 **shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities**
27 **under the Plan; provided further that nothing in the Plan shall, or shall be deemed to, release the**
28 **Exculpated Parties, or exculpate the Exculpated Parties with respect to, their respective obligations**
or covenants arising pursuant to the Plan.

G. Injunction Related to Exculpation.

As of the Effective Date, all Holders of Claims that are the subject of Section 13.6 are, and shall
be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained,
prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party
and, solely to the extent provided by Section 1125(e) of the Bankruptcy Code, any Entity described in
Section 1125(e) or its or their property or successors or assigns on account of or based on the subject
matter of such Claims, whether directly or indirectly, derivatively or otherwise: (a) commencing,
conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding
(including any judicial, arbitral, administrative or other proceeding) in any forum; (b) enforcing, attaching
(including any prejudgment attachment), collecting, or in any way seeking to recover any judgment,
award, decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or
indirectly, any lien or encumbrance; and/or (d) setting off, seeking reimbursement or contributions from,
or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against
any liability or obligation that is discharged under Section 13.3 or exculpated under Section 13.6.

1 **H. Releases by the Debtor.**

2 As of the Effective Date, except for the rights that remain in effect from and after the
3 Effective Date to enforce the Plan and the Confirmation Order, pursuant to Section 1123(b) of the
4 Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed,
5 including the service of the Released Parties and Settling Insurers, and each of them, to facilitate
6 and implement the reorganization of the Debtor, as an integral component of the Plan, the Debtor,
7 the Reorganized Debtor, and the Estate shall, and shall be deemed to, expressly, conclusively,
8 absolutely, unconditionally, irrevocably, and forever release and discharge each and all of the
9 Released Parties and Settling Insurers of and from any and all Causes of Action (including
10 Avoidance Actions), any and all other Claims, obligations, rights, demands, suits, judgments,
11 damages, debts, remedies, losses and liabilities of any nature whatsoever (including any derivative
12 claims or Causes of Action asserted or that may be asserted on behalf of the Debtor, the Reorganized
13 Debtor, or the Estate), whether liquidated or unliquidated, fixed or contingent, matured or
14 unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law,
15 equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole
16 or in part, any act, omission, transaction, event, or other circumstance taking place or existing on
17 or before the Effective Date (including before the Petition Date) in connection with or related to the
18 Debtor, the Reorganized Debtor, the Estate, their respective assets and properties, the Chapter 11
19 Case, the Plan Documents, and any related agreements, instruments, and other documents created
20 or entered into before or during the Chapter 11 Case, the pursuit of entry of the Confirmation
21 Order, the administration and implementation of the Plan, including the distribution of property
22 under the Plan, or any other related agreement, or upon any other act or omission, transaction,
23 agreement, event, or other occurrence taking place on or before the Effective Date related or
24 relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set
25 forth in this Section 13.8 shall not be construed as releasing any post-Effective Date obligations of
26 any Person or Entity under the Plan or any document, instrument, or agreement executed to
27 implement the Plan or reinstated under the Plan.

16 **I. Releases by Abuse Claimants.**

17 As of the Effective Date, except for the rights that remain in effect from and after the
18 Effective Date to enforce the Plan and the Confirmation Order, pursuant to Section 1123(b) of the
19 Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed,
20 including the service of the Released Parties to facilitate and implement the reorganization of the
21 Debtor, as an integral component of the Plan, and except as otherwise expressly provided in the
22 Plan or the Confirmation Order, to the maximum extent permitted under applicable law, as such
23 law may be extended subsequent to the Effective Date, all Abuse Claimants (including without
24 limitation Unknown Abuse Claims and any Abuse Claims that are Disputed Claims) that timely
25 return a ballot but do not affirmatively opt out of the Releases pursuant to Section 6.2 of the Plan,
26 shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and
27 forever discharge and release each and all of the Released Parties and their respective property and
28 successors and assigns of and from all Abuse Claims and any and all Claims and Causes of Action
whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or
unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud,
contract, veil piercing or alter-ego theories of liability, successor liability, contribution,
indemnification, joint liability, or otherwise, arising from or related in any way to such Abuse
Claims.

26 **J. Injunction Related to Releases.**

27 As of the Effective Date, and except as set forth in Articles VIII and IX hereof allowing
28 Litigation Claimants to sue the Debtor (as a nominal party only), all Abuse Claimants that are the
subject of Section 13.9 of the Plan are, and shall be, expressly, conclusively, absolutely,

1 unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from
2 taking any of the following actions against any Released Party or its property or successors or assigns
3 on account of or based on the subject matter of such Claims, whether directly or indirectly,
4 derivatively or otherwise: (a) commencing, conducting or continuing in any manner, directly or
5 indirectly, any suit, action or other proceeding (including any judicial, arbitral, administrative or
6 other proceeding) in any forum; (b) enforcing, attaching (including, without limitation, any
7 prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree,
8 or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly,
9 any lien or encumbrance; and/or (d) setting off, seeking reimbursement or contributions from, or
10 subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against
11 any liability or obligation that is discharged under Section 13.3 of the Plan or released under Section
12 13.9 of the Plan.

7
8 **K. Channeling Injunction Preventing Prosecution of Channeled Claims Against Released**
9 **Parties**

9 1. IN CONSIDERATION OF THE UNDERTAKINGS OF THE RELEASED
10 PARTIES HEREIN, THEIR CONTRIBUTIONS TO THE SURVIVORS' TRUST, AND OTHER
11 CONSIDERATION GIVEN, AND, WHERE APPLICABLE, PURSUANT TO THEIR
12 RESPECTIVE SETTLEMENTS WITH THE DIOCESE AND TO FURTHER PRESERVE AND
13 PROMOTE THE AGREEMENTS BETWEEN AND AMONG THE RELEASED PARTIES, AND
14 TO SUPPLEMENT WHERE NECESSARY THE INJUNCTIVE EFFECT OF THE DISCHARGE
15 AS PROVIDED IN SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND
16 PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE:

14 a. ANY AND ALL CHANNELED CLAIMS ARE CHANNELED INTO THE
15 SURVIVORS' TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED, AND
16 RESOLVED UNDER THE PROCEDURES AND PROTOCOLS AND IN THE AMOUNTS
17 ESTABLISHED UNDER THE PLAN, THE ALLOCATION PROTOCOL, AND THE
18 SURVIVORS' TRUST AGREEMENT AS THE SOLE AND EXCLUSIVE REMEDY FOR ALL
19 HOLDERS OF CHANNELED CLAIMS.

17 b. EXCEPT AS SET FORTH IN ARTICLES VIII AND IX HEREOF FOR
18 ABUSE CLAIMANTS WHO ELECT THE LITIGATION OPTION TO SUE THE DEBTOR (AS
19 A NOMINAL PARTY ONLY), ALL PERSONS WHO HAVE HELD OR ASSERTED, HOLD OR
20 ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT, ANY CHANNELED CLAIMS, ARE
21 HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND RESTRAINED FROM
22 TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSES OF
23 ASSERTING, ENFORCING OR ATTEMPTING TO ASSERT OR ENFORCE ANY
24 CHANNELED CLAIMS AGAINST THE RELEASED PARTIES, INCLUDING:

22 (i) COMMENCING OR CONTINUING IN ANY MANNER ANY
23 ACTION OR OTHER PROCEEDING OF ANY KIND WITH RESPECT TO ANY
24 CHANNELED CLAIM AGAINST ANY OF THE RELEASED PARTIES OR SETTLING
25 INSURERS OR AGAINST THE PROPERTY OF ANY OF THE RELEASED PARTIES Or
26 SETTLING INSURERS;

25 (ii) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING,
26 OR SEEKING TO ACCOMPLISH ANY OF THE PRECEDING, BY ANY MANNER OR
27 MEANS, ANY JUDGMENT, AWARD, DECREE, OR ORDER WITH RESPECT TO ANY
28 CHANNELED CLAIM AGAINST ANY OF THE RELEASED PARTIES OR SETTLING
INSURERS, OR THE PROPERTY OF ANY OF THE RELEASED PARTIES OR
SETTLING INSURERS;

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1 (iii) CREATING, PERFECTING, OR ENFORCING, OR SEEKING TO
2 ACCOMPLISH ANY OF THE PRECEDING, ANY LIEN OF ANY KIND RELATING TO
3 ANY CHANNELED CLAIM AGAINST ANY OF THE RELEASED PARTIES OR
4 SETTLING INSURERS, OR THE PROPERTY OF THE RELEASED PARTIES OR
5 SETTLING INSURERS;

6 (iv) ASSERTING, IMPLEMENTING, OR EFFECTUATING ANY
7 CHANNELED CLAIM OF ANY KIND AGAINST:

8 (a) ANY OBLIGATION DUE ANY OF THE RELEASED
9 PARTIES;

10 (b) ANY OF THE RELEASED PARTIES OR SETTLING
11 INSURERS; OR

12 (c) THE PROPERTY OF ANY OF THE RELEASED PARTIES
13 OR SETTLING INSURERS.

14 (v) TAKING ANY ACT, IN ANY MANNER, IN ANY PLACE
15 WHATSOEVER, THAT DOES NOT CONFORM TO, OR COMPLY WITH, THE
16 PROVISIONS OF THE PLAN OR THE SURVIVORS' TRUST DOCUMENTS; AND

17 (vi) ASSERTING OR ACCOMPLISHING ANY SETOFF, RIGHT OF
18 INDEMNITY, SUBROGATION, CONTRIBUTION, OR RECOUPMENT OF ANY KIND
19 AGAINST AN OBLIGATION DUE TO ANY OF THE RELEASED PARTIES, OR THE
20 PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTLING INSURERS.

21 **L. Provisions Relating to the Channeling Injunction.**

22 Pursuant to Section 13.13 of the Plan, the Channeling Injunction set forth above is subject to the
23 following provisions:

24 a. *Modifications.* The Channeling Injunction is a permanent injunction. It shall not
25 be modified, dissolved, or terminated.

26 b. *Non-Limitation.* Nothing in the Plan or the Survivors' Trust Documents shall or
27 shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling
28 Injunction or the assumption by the Survivors' Trust of all liability with respect to the Abuse Claims.

a. *Bankruptcy Rule 3016 Compliance.* The Debtor's compliance with the
requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an admission that
the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

d. *No Duplicative Recovery.* In no event shall any Abuse Claimant be entitled to
receive any payment, reimbursement, or restitution from any Released Party under any theory of liability
for the same loss, damage, or other Abuse Claim that is reimbursed by the Survivors' Trust or is otherwise
based on the same events, facts, matters, or circumstances that gave rise to the applicable Abuse Claim.
This provision does not prohibit a Holder of an Abuse Claim from pursuing recovery from Non-Settling
Insurers for coverage of an Abuse Claim, subject to Articles VIII and IX of the Plan.

M. Effect of Channeling Injunction.

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's
consummation and implementation. It is intended that the channeling of the Channeled Claims as

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1 provided in Section 13.12 of the Plan shall inure to the benefit of the Released Parties and the Settling
2 Insurers. In any action to enforce the injunctive provisions of Section 13.12 of the Plan against a Holder
3 of a Claim whereby it is held by a Final Order that such Holder willfully violated the terms of Section
4 13.12 of the Plan, the moving party may seek an award of costs including reasonable attorneys' fees
5 against such Holder, and such other legal or equitable remedies as are just and proper, after notice and a
6 hearing. The Channeling Injunction does not bar claims against any Non-Settling Insurer except to the
7 extent a Non-Settling Insurer becomes a Settling Insurer.

8 **N. Exclusion Regarding Non-Settling Insurers.**

9 **NOTWITHSTANDING THE FOREGOING, AND FOR THE AVOIDANCE OF DOUBT,
10 NOTHING IN THIS ARTICLE XIII (INCLUDING THE RELEASES, INJUNCTIONS, AND
11 EXCULPATIONS) LIMITS THE RIGHTS OF A NON-SETTLING INSURER AS SET FORTH
12 IN, OR PRESERVED BY, THE PLAN, INCLUDING (I) ARTICLES VIII AND IX AND (II) THE
13 RIGHTS OF ANY INSURER (INCLUDING NON-SETTLING INSURERS) TO ASSERT ANY
14 CLAIMS FOR REINSURANCE UNDER REINSURANCE CONTRACTS OR CLAIMS UNDER
15 RETROCESSIONAL CONTRACTS AGAINST THE SETTLING INSURERS AND OTHER
16 INSURANCE COMPANIES. FURTHERMORE, THE NON-SETTLING INSURERS ARE NOT
17 GRANTING (NOR SHALL THEY BE SUBJECT TO) ANY THIRD-PARTY RELEASE,
18 INJUNCTION, OR EXCULPATION COVERING ANY NON-DEBTOR PERSON OR ENTITY
19 AND THEY SHALL BE DEEMED TO HAVE OPTED OUT OF ANY SUCH RELEASE,
20 INJUNCTION, OR EXCULPATION.**

21 **ARTICLE XIV**

22 **RETENTION OF JURISDICTION**

23 Section 15.1 of the Plan provides that the Bankruptcy Court will retain jurisdiction over the
24 Chapter 11 Case after the Effective Date for all purposes provided by the Bankruptcy Code, including the
25 specific purposes set forth in more detail therein.

26 If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction or is otherwise
27 without jurisdiction over any matter arising out of the Chapter 11 Case, including matters set forth in
28 Section 15.1 of the Plan, such lack of jurisdiction will not diminish, control, prohibit, or limit the exercise
of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XV

TAX CONSEQUENCES OF THE PLAN

The following is a summary of certain U.S. federal income tax consequences of the Plan to certain
holders of Claims. This summary is based on the Internal Revenue Code (the "Tax Code"), Treasury
Regulations promulgated thereunder (the "Treasury Regulations"), and administrative and judicial
interpretations and practice, all as in effect on the date of the Disclosure Statement and all of which are
subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative
authority in a number of areas, substantial uncertainty may exist with respect to some of the tax
consequences described below. No opinion of counsel has been obtained and the Debtor does not intend
to seek a ruling from the Internal Revenue Service as to any of the tax consequences of the Plan discussed
below. There can be no assurance that the Internal Revenue Service will not challenge one or more of the
tax consequences of the Plan described below.

1 This summary does not apply to holders of Claims that are not U.S. Persons (as such term is defined
2 in the Tax Code) or that are otherwise subject to special treatment under U.S. federal income tax law
3 (including, without limitation, banks, governmental authorities or agencies, financial institutions,
4 insurance companies, pass-through entities, tax-exempt organizations, brokers and dealers in securities,
5 mutual funds, small business investment companies, and regulated investment companies). The following
6 discussion assumes that holders of Allowed Claims hold such Claims as “capital assets” within the
7 meaning of section 1221 of the Tax Code. Moreover, this summary does not purport to cover all aspects
8 of U.S. federal income taxation that may apply to holders of Allowed Claims based upon their particular
9 circumstances. Additionally, this summary does not discuss any tax consequences that may arise under
10 any laws other than U.S. federal income tax law, including under state, local or foreign tax law.

11 ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN UNITED STATES
12 FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND
13 IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE
14 INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF
15 CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE,
16 LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

17 **A. Federal Income Tax Consequences to Holders of Unsecured Claims**

18 In accordance with the Plan, all holders of General Unsecured Claims and Abuse Claims will
19 receive Distributions on their Allowed Claims. Holders of General Unsecured Claims and Abuse Claims
20 will realize a loss, if any, in an amount equal to that Claim, minus any recovery, on an adjusted tax basis.

21 The tax consequences to holders of General Unsecured Claims and Abuse Claims will differ and
22 will depend on factors specific to the holder, including but not limited to: (i) whether the Claim, or a
23 portion of the Claim, constitutes a Claim for interest or principal, (ii) the origin of the Claim, (iii) the type
24 of consideration received in exchange for the Claim, (iv) whether the holder is a United States person or
25 a foreign person for tax purposes, (v) whether the holder reports income on the accrual or cash basis
26 method, and (vi) whether the holder has taken a bad debt deduction or otherwise recognized a loss with
27 respect to the Claim.

28 The Debtor anticipate that Distributions to Abuse Claimants will, in all instances, constitute
damages, other than punitive damages, on account of personal physical injuries and physical sickness,
within the meaning of section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The Debtor
has not, however, fully analyzed such tax issues and cannot (and do not hereby) make any assurances or
representations regarding the anticipated tax treatment of Abuse Claims.

THERE ARE MANY FACTORS THAT WILL DETERMINE THE TAX CONSEQUENCE TO
EACH HOLDER OF A GENERAL UNSECURED CLAIM OR AN ABUSE CLAIM.
FURTHERMORE, THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX, AND IN SOME
CASES UNCERTAIN. THEREFORE, IT IS IMPORTANT THAT EACH HOLDER OF A GENERAL
UNSECURED CLAIM AND ABUSE CLAIM OBTAIN HIS, HER, OR ITS OWN PROFESSIONAL
TAX ADVICE REGARDING THE TAX CONSEQUENCES TO THE HOLDER OF A GENERAL
UNSECURED CLAIM OR ABUSE CLAIM AS A RESULT OF THE PLAN.

B. Federal Income Tax Consequences to the Debtor

The Debtor is a not-for-profit religious corporation having tax-exempt status under 26 U.S.C. §
501(c)(3). Due to the Debtor’s status as a not-for-profit corporation, the Debtor anticipate that the
confirmation of the Plan will have no material federal income tax consequences on a cash basis for the
Debtor or the Reorganized Debtor.

1 **C. Tax Consequences to the Survivors' Trust**

2 The Survivors' Trust may satisfy the requirements of a designated settlement fund under Section
3 468B of the Tax Code or a qualified settlement fund under Regulation 1.468B-1 of the Treasury
4 Regulations. There are certain tax consequences associated with the characterization of the Survivors'
Trust as a designated settlement fund or a qualified settlement fund.

5 **THE DEBTOR EXPRESSES NO OPINION REGARDING WHETHER THE
6 SURVIVORS' TRUST IS A DESIGNATED SETTLEMENT FUND OR A QUALIFIED
7 SETTLEMENT FUND. THE DEBTOR HAS NOT REQUESTED A RULING FROM THE
8 INTERNAL REVENUE SERVICE OR AN OPINION OF COUNSEL REGARDING WHETHER
THE SURVIVORS' TRUST IS A DESIGNATED SETTLEMENT FUND OR A QUALIFIED
SETTLEMENT FUND. ACCORDINGLY, EACH CREDITOR IS URGED TO CONSULT THEIR
OWN TAX ADVISOR REGARDING THE CHARACTERIZATION OF THE SURVIVORS'
TRUST AND THE TAX CONSEQUENCES OF SUCH CHARACTERIZATION.**

9 **ARTICLE XVI**

10 **ALTERNATIVES TO THE PLAN**

11 The Debtor believes the Plan is in the best interests of the Creditors and should accordingly be
12 accepted and confirmed. If the Plan as proposed, however, is not confirmed, the following two alternatives
13 may be available: (a) an alternative plan of reorganization may be proposed and confirmed, or (b) the
Chapter 11 Case may be dismissed. As discussed below, two other options, liquidation under chapter 7
14 and the appointment of a chapter 11 trustee, are not viable alternatives in this Chapter 11 Case.

15 **A. Alternative Plan Pursuant to Chapter 11 of the Bankruptcy Code**

16 If the Plan is not confirmed, the Debtor or another party in interest may propose a different plan,
17 which might involve an alternative means for reorganizing the Debtor. The Plan as proposed has the
support of, among other entities, the Contributing Non-Debtor Catholic Entities. Accordingly, the Debtor
18 believes that the terms of the Plan provide for the most favorable outcome for Creditors. The negotiation
and drafting required for additional plans would likely add substantially greater administrative expenses
with no guarantee of a better result for Creditors. For these reasons, the Debtor do not believe that an
19 alternative plan of reorganization is a preferable alternative to the Plan.

20 **B. Dismissal of the Chapter 11 Case**

21 If the Plan is not confirmed, the Debtor or another party in interest may seek to dismiss the Chapter
22 11 Case. After appropriate notice and a hearing, the Bankruptcy Court may grant the request and dismiss
the Chapter 11 Case. Dismissal of the Chapter 11 Case would have the effect of restoring, or attempting
to restore, all parties to the position they were in immediately prior to the Petition Date.

23 Upon dismissal of the Chapter 11 Case, the protection of the Bankruptcy Code would be lost,
24 resulting in the expensive and time-consuming process of negotiation and protracted litigation between
the Debtor and individual Abuse Claimants and between the Debtor and its Insurers. In addition to the
25 expense and delay, the Debtor believes that these actions would lead to an inequitable recovery for Abuse
Claimants, with the first Abuse Claimants to obtain and enforce judgments against the Debtor depleting
26 the Debtor's assets and resulting in insufficient assets to satisfy later judgments. Therefore, the Debtor
believes that dismissal of the Debtor's Chapter 11 Case is not a preferable alternative to confirming the
27 Plan.

1 **C. Chapter 7 Liquidation Not a Viable Alternative**

2 Pursuant to 11 U.S.C. § 1112(c), if a debtor is “not a moneyed corporation”, a debtor’s chapter 11
3 case cannot be converted to a chapter 7 case without the debtor’s consent. The Debtor, as a non-profit
4 entity, is not a moneyed corporation, and may not be forced to convert its Chapter 11 Case to a chapter 7
5 case. Thus, conversion to chapter 7 is not a viable alternative to the Plan.

6 **D. Appointment of a Chapter 11 Trustee is Not a Viable Alternative**

7 It is the position of the Debtor that, as a result of limitations imposed by the First Amendment to
8 the United States Constitution and the Religious Freedom and Restoration Act, a chapter 11 trustee cannot
9 be appointed to replace the Bishop’s administration of the Debtor.

10 **ARTICLE XVII**

11 **ACCEPTANCE AND CONFIRMATION OF THE PLAN**

12 **A. General Confirmation Requirements**

13 The Bankruptcy Code requires that, in order to confirm the Plan, the Bankruptcy Court must make
14 a series of findings concerning the Plan and the Debtor, including that (i) the Plan classifies Claims in a
15 permissible manner; (ii) the Plan complies with applicable provisions of the Bankruptcy Code; (iii) the
16 Debtor has complied with applicable provisions of the Bankruptcy Code; (iv) the Debtor propose the Plan
17 in good faith and not by any means forbidden by law; (v) the disclosures required by section 1125 of the
18 Bankruptcy Code have been made; (vi) the Plan has been accepted by the requisite votes of Creditors
19 (except to the extent that cramdown is available under section 1129(b) of the Bankruptcy Code); (vii) the
20 Plan is feasible and confirmation is not likely to be followed by the liquidation or the need for further
21 financial reorganization of the Debtor; (viii) the Plan is in the “best interests” of all holders of Claims in
22 an Impaired Class by providing to such holders on account of their Claims property of a value, as of the
23 Effective Date, that is not less than the amount that such holder would receive or retain in a chapter 7
24 liquidation, unless each holder of a Claim in such Class has accepted the Plan; and (ix) all U.S. Trustee
25 Fees and expenses payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the
26 Confirmation Hearing, have been paid or the Plan provides for the payment of such fees on the Effective
27 Date.

19 **1. Parties in Interest Entitled to Vote.**

20 Pursuant to the Bankruptcy Code, only Classes of Claims that are “Impaired” (as defined in section
21 1124 of the Bankruptcy Code) under the Plan are entitled to vote to accept or reject the Plan. A Class is
22 Impaired if the legal, equitable or contractual rights to which the Claims of that Class entitled the holders
23 of such Claims are modified, other than by curing defaults and reinstating the debt. Classes of Claims that
24 are not Impaired are not entitled to vote on the Plan and are conclusively presumed to have accepted the
25 Plan. In addition, Classes of Claims that receive no Distributions under the Plan are not entitled to vote
26 on the Plan and are deemed to have rejected the Plan.

24 **2. Classes Impaired Under the Plan.**

25 Class 3 (General Unsecured Claims), Class 4 (Abuse Claims), Class 5 (Unknown Abuse Claims),
26 and Class 6 (Non-Abuse Litigation Claims) are the only Classes that are Impaired and entitled to vote
27 under the Plan.

28 Acceptances of the Plan are being solicited only from those holders of Claims in Impaired Classes
that will or may receive a Distribution under the Plan. Accordingly, the Debtor is soliciting acceptances

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 only from holders of Claims in Class 3 (General Unsecured Claims), Class 4 (Abuse Claims), Class 5
2 (Unknown Abuse Claims), and Class 6 (Non-Abuse Litigation Claims).

3 **3. Voting Procedures and Requirements.**

4 **VOTING ON THE PLAN BY EACH HOLDER OF AN IMPAIRED CLAIM ENTITLED**
5 **TO VOTE ON THE PLAN IS IMPORTANT. YOU SHOULD COMPLETE, SIGN, AND RETURN**
6 **THE BALLOT YOU RECEIVE IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN**
7 **ARTICLE I(B) ABOVE.**

8 **4. Ballots.**

9 In voting for or against the Plan, please use only the Ballot or Ballots sent to you with this
10 Disclosure Statement. If you are a Holder of Class 3 General Unsecured Claims, Class 4 Abuse Claims,
11 Class 6 Non-Abuse Litigation Claims, or the Unknown Abuse Claims Representative entitled to vote in
12 Class 5, and you did not receive a Ballot, if your Ballot is damaged or lost, or if you have any questions
13 concerning voting procedures, please contact the Debtor's counsel, Foley & Lardner LLP, 555 California
14 Street, Suite 1700, San Francisco, CA 94104-1520, Attention: Shane J. Moses, or the Debtor's Claims and
15 Noticing Agent, Verita, by email at RCBOInfo@veritaglobal.com or by calling (888)-733-1425
16 (U.S./Canada) or (310)-751-2631 (International) and requesting to speak with a member of the solicitation
17 team.

18 **PLEASE FOLLOW THE DIRECTIONS CONTAINED ON THE ENCLOSED BALLOT**
19 **CAREFULLY, COMPLETE AND SIGN THE BALLOT AND RETURN IT TO THE DIOCESE'S**
20 **SOLICITATION AND CLAIMS AGENT. TO BE COUNTED, SIGNED BALLOTS MUST BE**
21 **RECEIVED ON OR BEFORE ____, 2025, AT 5:00 P.M., PREVAILING PACIFIC TIME.**

22 **B. Confirmation Hearing**

23 The Bankruptcy Code requires the Bankruptcy Court, after notice, to conduct a hearing regarding
24 whether the Debtor and the Plan have fulfilled the confirmation requirements of section 1129 of the
25 Bankruptcy Code. The Confirmation Hearing has been scheduled for ____, 2025 at __.m. (prevailing
26 **Pacific Time**), before the Honorable William J. Lafferty III, United States Bankruptcy Judge, at the United
27 States Bankruptcy Court for the Northern District of California, United States Courthouse, 1300 Clay
28 Street, Courtroom 220, Oakland, CA 94612. The Confirmation Hearing may be adjourned from time to
time by the Bankruptcy Court without further notice except for an announcement in open court at the
Confirmation Hearing of the date to which the Confirmation Hearing has been adjourned.

C. Confirmation

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if the requirements
of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the
Plan (i) be accepted by the requisite holders of Claims or, if not so accepted, that it be "fair and equitable"
and "not discriminate unfairly" as to each non-accepting Class of Claims, (ii) be in the "best interests" of
each holder of a Claim that does not vote to accept the Plan in each Impaired Class under the Plan, (iii) be
feasible, and (iv) comply with the applicable provisions of the Bankruptcy Code.

D. Acceptance of Plan

As a condition to confirmation, the Bankruptcy Code requires that each class of impaired claims
votes to accept the plan, except under certain circumstances. A plan is accepted by an impaired class of
claims if holders of at least two-thirds in dollar amount and more than one-half in number of claims of
that class vote to accept the plan. Only those Holders of Claims who actually vote for or against the Plan

THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION

1 count in these tabulations. Holders of Claims who fail to vote, or whose votes are designated pursuant to
2 section 1126(e) of the Bankruptcy Code, are not counted as either accepting or rejecting a plan.

3 In addition to this voting requirement, section 1129 of the Bankruptcy Code requires that a plan
4 be accepted by each holder of a claim or interest in an impaired class or that the plan otherwise be found
5 by the bankruptcy court to be in the best interests of each holder of a claim or interest in such class. In
6 addition, each impaired class must accept the plan for the plan to be confirmed without application of the
7 “fair and equitable” and “unfair discrimination” tests in section 1129(b) of the Bankruptcy Code discussed
8 below.

9 **E. Confirmation Without Acceptance of All Impaired Classes**

10 The Bankruptcy Code contains provisions for confirming a plan even if the plan is not accepted
11 by all impaired classes, as long as at least one impaired class of claims has accepted the plan. These so-
12 called “cramdown” provisions are set forth in section 1129(b) of the Bankruptcy Code.

13 A plan may be confirmed under the cramdown provisions if, in addition to satisfying other
14 requirements of section 1129(a) of the Bankruptcy Code, it (a) “does not discriminate unfairly” and (b) is
15 “fair and equitable,” with respect to each class of claims that is impaired under, and has not accepted, the
16 Plan. As used by the Bankruptcy Code, the phrases “discriminate unfairly” and “fair and equitable” have
17 specific meanings unique to bankruptcy law.

18 In general, the “fair and equitable” standard, also known as the “absolute priority rule,” requires
19 that a dissenting class receive full compensation for its allowed claims before any junior class receives
20 any distribution. More specifically, section 1129(b) of the Bankruptcy Code provides that a plan can be
21 confirmed under that section if: (a) with respect to a secured class (i) the holders of such claims retain the
22 liens securing such claims to the extent of the allowed amount of such claims and that each holder of a
23 claim of such class receive deferred cash payments equaling the allowed amount of such claim as of the
24 plan’s effective date, or (ii) such holders realize the indubitable equivalent of such claims; (b) with respect
25 to an unsecured claim, either (i) the impaired unsecured creditor must receive property of a value equal to
26 the amount of its allowed claim, or (ii) the holders of claims and interests that are junior to the claims of
27 the dissenting class may not receive any property under the plan on account of such junior claim or interest;
28 and (c) with respect to a class of interests, either (i) each holder of an interest of such class must receive
or retain on account of such interest property of a value, equal to the greater of the allowed amount of any
fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such
holder is entitled or the value of such interest, or (ii) the holder of any interest that is junior to the interest
of such class may not receive or retain any property on account of such junior interest.

The requirement that a plan not “discriminate unfairly” means, among other things, that a
dissenting class must be treated substantially equally with respect to other classes of equal priority.

**IF A CLASS OF CLAIMS VOTING ON THE PLAN VOTES TO REJECT THE PLAN,
THE DEBTOR RESERVES THE RIGHT TO SEEK CONFIRMATION OF THE PLAN UNDER
THE CRAMDOWN PROVISIONS OF THE BANKRUPTCY CODE WITH RESPECT TO SUCH
CLASS.**

F. Best Interests Test

In order to confirm a plan, the Bankruptcy Court must independently determine that the plan is in
the best interests of each holder of a claim in any impaired class who has not voted to accept the plan.
Accordingly, if an impaired class does not unanimously accept the plan, the best interests test requires the
Bankruptcy Court to find that the plan provides to each member of such impaired class a recovery on
account of the class member’s claim that has a value, as of the effective date of the plan, at least equal to

1 the value of the distribution that each such member would receive if the debtor were liquidated under
2 chapter 7 of the Bankruptcy Code on such date.

3 To calculate what holders of Claims would receive if the Debtor were liquidated under a
4 hypothetical chapter 7 case under the Bankruptcy Code, the Bankruptcy Court must first determine the
5 dollar amount that would be realized from such liquidation (the "Liquidation Fund"). The Liquidation
6 Fund would consist of the net proceeds from the disposition of the Debtor's assets (after satisfaction of all
7 valid liens) and the recoveries on causes of action, if any, held by the Estate. The Liquidation Fund would
8 not include (i) the portion of the Contributing Entities' Cash Contribution coming from Entities other than
9 the Debtor, (ii) the assignment of Assigned Insurance Interests, (iii) any contributions by Setting Insurers,
10 or (iv) restricted funds, which would be subject to a *cy pres* action involving the California Attorney
11 General. The Liquidation Fund would be reduced by the cost of the liquidation. The costs of a hypothetical
12 liquidation under chapter 7 would include the fees and expenses of the chapter 7 trustee, as well as those
13 of counsel and other professionals that might be retained by the chapter 7 trustee, selling expenses and
14 wind-down costs, any unpaid expenses incurred by the Debtor during its Chapter 11 Case (such as fees
15 for attorneys, financial advisors and accountants) which would be Allowed in the chapter 7 proceedings,
16 interest expense on secured debt and claims incurred by the Debtor during the pendency of the cases.
17 These Claims would be paid in full out of the Liquidation Fund before the balance of the Liquidation
18 Fund, if any, would be made available to holders of General Unsecured Claims and Abuse Claims. In
19 addition, other Claims that would arise upon conversion to a chapter 7 case would dilute the balance of
20 the Liquidation Fund available to holders of Claims. Moreover, additional Claims against the Estate
21 would arise because of the establishment of a new Bar Date for the filing of Claims in the chapter 7 case.
22 The present value of the Distributions from the Liquidation Fund (after deducting the amounts described
23 above) must then be compared with the present value of the property offered to each of the Classes of
24 Claims under the Plan, to determine if the Plan is in the best interests of Claim holders.

14 The Debtor believes that a chapter 7 liquidation of its remaining Assets would result in a
15 diminution of the value realized by holders of Claims. That belief is based upon, among other factors: (a)
16 the reduced value of Debtor's remaining Assets in a chapter 7 case; (b) the additional administrative
17 expenses involved in the appointment of a chapter 7 trustee, attorneys, accountants, and other chapter 7
18 professionals; (c) the substantial time that would elapse before Creditors would receive any Distribution
19 in respect of their Claims, due to a chapter 7 trustee's need to become familiar with the Debtor's books
20 and records and the chapter 7 trustee's administration of the case; and (d) the additional Claims that may
21 be asserted against the Debtor.

18 **G. Feasibility**

19 In connection with confirmation of the Plan, the Bankruptcy Court must determine that the Plan is
20 feasible pursuant to section 1129(a)(11) of the Bankruptcy Code, which means that the confirmation of
21 the Plan is not likely to be followed by the need for liquidation or further financial reorganization of the
22 Debtor, except as proposed in the Plan.

22 In this case, the Debtor has prepared cash flow projections demonstrating that the Debtor, together
23 with the Contributing Non-Debtor Catholic Entities, will be able to fund the Contributing Entities' Cash
24 Contribution, that the Debtor and the Reorganized Debtor will be able to meet their other respective
25 obligations under the Plan, and that the Reorganized Debtor will have sufficient resources to support
26 ongoing ministries and operations. A copy of the financial projections is attached hereto as **Exhibit C**.
27 The cash flow projections demonstrate that the Debtor will be able to fund the Plan on the Effective Date
28 and that the Reorganized Debtor will be able to make all payments required pursuant to the Plan so that
no further financial restructuring will be necessary. Accordingly, the Debtor believes that the Plan satisfies
the feasibility test.

1 **H. Compliance with the Applicable Provisions of the Bankruptcy Code**

2 Section 1129(a)(1) of the Bankruptcy Code requires that the Plan comply with the applicable
3 provisions of the Bankruptcy Code. The Debtor has considered each of these provisions in the
4 development of the Plan and believe that the Plan complies with all applicable provisions of the
5 Bankruptcy Code.

6 **ARTICLE XVIII**

7 **RISK FACTORS TO BE CONSIDERED**

8 **HOLDERS OF CLAIMS AGAINST THE DEBTOR SHOULD READ AND CONSIDER
9 CAREFULLY THE INFORMATION SET FORTH BELOW, AS WELL AS THE OTHER
10 INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, PRIOR TO VOTING TO
11 ACCEPT OR REJECT THE PLAN. THIS INFORMATION, HOWEVER, SHOULD NOT BE
12 REGARDED AS THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN
13 AND/OR ITS IMPLEMENTATION.**

14 **A. Risks Associated with the Insurance Assignment**

15 The Insurance Assignment effected by the Plan provides Trust Claimants who choose the
16 Litigation Option (defined above as “Litigation Claimants”) with the opportunity to liquidate their
17 claims against the Debtor (as a nominal party) by way of a judgment in the tort system and then seek
18 to recover the amount of their judgment under any applicable insurance policies of the Debtor. The
19 ability of Litigation Claimants to monetize their judgment through recovery from Non-Settling
20 Insurers on account of the Assigned Insurance Interests is a fundamental aspect of the Plan that the
21 Debtor believes has tremendous value for such Claimants in the form of contractual rights (i.e., the
22 potential insurance coverage for the judgement under the insurance policies) and potential
23 extracontractual rights (i.e., through a potential future cause of action for bad faith against the Non-
24 Settling Insurers). At present, the Debtor believes that it holds no existing bad faith cause of action
25 against any of its Insurers. Therefore, no such cause of action (as opposed to insurance rights) can or
26 will be assigned under the Plan. However, the Debtor believes the intent of the Plan is to assign all
27 of Debtor’s rights under its insurance – including any potential future bad faith claims.

28 The Committee contends that Litigation Claimants may, nevertheless, be able to assert
potential direct bad faith claims against any of Debtor’s insurers should an insurer fail in good faith
to pay a covered judgment, after the Effective Date based upon the decision in *Hand v. Farmers Ins.
Exchange*, 23 Cal. App.4th 1847 (1994) (“*Hand*”). Section 5.14 of the Plan reserves the rights of
Litigation Claimants to try to assert such bad faith claims directly based upon potential future actions
by the Insurers after the Effective Date based upon the *Hand* decision.

The Insurers contest whether any bad faith claims could be successfully asserted by Litigation
Claimants, whether directly or through assignment from the Debtor. The Insurers assert, *inter alia*,
that the Debtor will not be negatively affected by any post Effective Date future Insurer actions and
therefore will not have a bad faith cause of action against the Insurers capable of assignment post
Effective date. The Insurers further contest whether *Hand* is a correct statement of California law
such that Litigation Claimants could have a direct bad faith cause of action against any Insurers. They
also assert that supposed future bad faith claims based on things that have not yet happened are

1 entirely speculative. If the Insurers' contentions in this regard are upheld by a court in future
2 litigation, Litigation Claimants that obtain a covered judgment against the Debtor in name only would
3 be able to recover money from the Non-Settling Insurers under any applicable insurance policy up to
4 the limits of those policies, but would not be able to recover any extracontractual damages (i.e.
damages in addition to the insurance coverage provided under the insurance policies) based on any
future acts or omissions by the Non-Settling Insurers.

5 The Committee believes the Insurers' position is not an accurate statement of the law, and
6 certain post-confirmation conduct by Insurers that allegedly violate obligations to act in good faith
7 would survive confirmation of the Plan, such as the obligation to pay a covered judgment, and that
8 an Insurer's violation of that obligation could give rise to a direct bad faith cause of action on the part
of Litigation Claimants. The Debtor believes this is an open question of law, with strong arguments
on both sides of the issue, and does not predict here how a California court would ultimately rule.

9 The Debtor notes that the insurance coverage rights assigned to the Litigation Claimants under
10 the Plan have significant value standing alone even if the Insurers are correct regarding either the
11 *Hand* decision, specifically, or bad faith claims, generally, (i.e., such that there is no bad faith
recovery).

12 In any event, as recognized by the Court in its Memorandum Concerning Certain Issues Raised
13 During January 21, 2025 Hearing on Approval of Disclosure Statement [Docket No. 1673], the
14 outcome of the dispute related to potential, future bad faith claims is not merely uncertain, it is
15 unlikely to be determinable at confirmation, and likely cannot be determined until such time (if ever)
that an Insurer is alleged to have acted in bad faith, which may occur, if at all, years after the
occurrence of the Effective Date in this case.

16 **B. Objection to Classifications of Claims**

17 Section 1122 of the Bankruptcy Code provides that a plan may place a claim in a particular class,
18 only if such claim is substantially similar to the other claims in such class. The Debtor believes that the
19 classification of Claims under the Plan complies with the requirements set forth in the Bankruptcy Code.
20 However, there can be no assurance that the Bankruptcy Court will reach the same conclusion. To the
extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed
and the reclassification adversely affects the treatment of the Claim of any Creditor, the Debtor could be
required to re-solicit votes for or against the Plan.

21 The Bankruptcy Code also requires that the Plan provide the same treatment for each Claim of a
22 particular Class unless the holder of a particular Claim agrees to a less favorable treatment of its Claim.
23 The Debtor believes that the Plan complies with the requirement of equal treatment. To the extent that the
Court finds that the Plan does not satisfy the equal treatment requirement, the Court could deny
confirmation of the Plan.

24 Issues or disputes relating to classification or treatment could result in a delay of the confirmation
or consummation of the Plan and could increase the risk that the Plan will not be consummated.

25 **C. Failure to Satisfy Voting Requirements**

26 If the Debtor obtain the requisite votes to accept the Plan in accordance with the requirements of
27 the Bankruptcy Code, the Debtor intend, as promptly as practicable thereafter, to seek confirmation of the
28

1 Plan. In the event that sufficient votes are not received, the Debtor may be forced to pursue an alternative
2 plan of reorganization, or the Debtor may dismiss the Chapter 11 Case.

3 **D. The Plan May Not Be Accepted or Confirmed**

4 The Plan may not be confirmed without the affirmative acceptance of at least one Impaired Class.
5 Even if all voting Classes accept the Plan, the Plan may not be confirmed if the Bankruptcy Court
6 determines that the Plan does not meet the requirements for confirmation set forth in section 1129 of the
7 Bankruptcy Code. The Debtor believes that the Plan satisfies all of the relevant section 1129 requirements.
8 There can be no assurance, however, that the requisite Creditor consent will be obtained or that the
9 Bankruptcy Court will also conclude that all such requirements have been satisfied.

10 **E. The Debtor's Assumptions and Estimates May Prove Incorrect**

11 The Debtor has made certain assumptions regarding, and has attempted in good faith and to the
12 best of its ability to estimate, the aggregate number and amount of Claims in each Class, the projected
13 expenses incurred to date or to be incurred in connection with the confirmation and administration of the
14 Plan, and the assets which may be available for liquidation and Distribution under the Plan. There can be
15 no guarantee, however, that the Debtor's assumptions and estimates regarding these amounts will prove
16 to be accurate.

17 **F. Non-Confirmation or Delay in Confirmation of the Plan**

18 In the event a party objects to the Plan, it is possible that the Bankruptcy Court may not approve
19 confirmation of the Plan.

20 Specifically, as outlined in the Committee Letter, the Committee does not support this Plan and
21 contests many of the legal positions taken by the Debtor and/or factual statements made herein.
22 Ultimately, the Bankruptcy Court will decide any contested legal or factual issues, and there is no
23 guarantee that those issues will be decided in the Debtor's favor. Confirmation is not assured in light of
24 the Committee's opposition, however strongly the Debtor believes the Plan can and should be confirmed.

25 **G. Non-Consensual Confirmation**

26 In the event the Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may
27 nevertheless confirm the Plan at the Debtor's request if the cramdown requirements described above are
28 satisfied. The Debtor believes that the Plan satisfies these requirements.

H. Consent to Third-Party Releases

On June 27, 2024, the Supreme Court issued its decision in *Harrington v. Purdue Pharma L.P.*,
No. 23-124, 144 S. Ct. 2071 (2024) (the "Purdue Decision"). In the Purdue Decision, the Supreme Court
ruled that a bankruptcy court does not have the authority to issue nonconsensual releases discharging
creditors' claims against non-debtor entities.

The Debtor and Contributing Non-Debtor Catholic Entities worked to address the Purdue Decision
and believe that the releases granted by Abuse Claimants to Contributing Non-Debtor Catholic Entities in
the Plan will be deemed consensual.

The third-party releases and Channeling Injunction contained in the Plan are an integral part of the
Debtor's overall restructuring efforts and are an essential element in obtaining the Contributing Non-
Debtor Catholic Entities' support for the Plan. The contributions from the Contributing Non-Debtor
Catholic Entities are contingent on the Contributing Non-Debtor Catholic Entities receiving the benefit of
the Plan's third-party releases. Failure of Abuse Claimants to consent to the third-party releases will

1 reduce the Contributing Non-Debtor Catholic Entities' contributions and thus may result in reduced
2 recoveries for Abuse Claimants under the Plan. Should this scenario occur, the Contributing Non-Debtor
3 Catholic Entities may not approve the confirmation order, which is a condition of confirmation under the
4 Plan, and the Plan may fail, which will significantly delay any recovery for Abuse Claimants.

5 **I. Risk of Non-Occurrence of the Effective Date**

6 Although the Debtor believes that the Effective Date will occur reasonably soon after the
7 Confirmation Date, there can be no assurance as to the timing or as to whether the Effective Date will in
8 fact occur.

9 **J. Non-Settling Insurers May Raise Objections to Confirmation**

10 Certain Non-Settling Insurers may object to confirmation of the Plan by asserting that the Plan
11 impermissibly alters their contractual rights, duties and obligations under their Insurance Policies. For
12 example, certain insurers raise concerns regarding, among other things, the Plan's treatment of applicable
13 self-insured retentions required under any Non-Settling Insurer Policy.

14 Although the Debtor does not believe there is any merit to such objections or assertions, if any,
15 because the Plan incorporates the settlement the Debtor reached with its Insurers (as discussed above), if
16 the Non-Settling Insurers were to raise and prevail on such contentions, the Bankruptcy Court might find
17 that the Plan is not feasible or otherwise not confirmable.

18 **K. Post-Confirmation Litigation May Not Result in Additional Recovery**

19 The Plan provides for the assignment to the Survivors' Trust of Assigned Insurance Interests
20 against Non-Settling Insurers. The Non-Settling Insurers are likely to assert factual and legal defenses to
21 both their coverage obligations and to the underlying liability of the Debtor and other Contributing Non-
22 Debtor Catholic Entities for Abuse Claims. Litigation of such issues against Non-Settling Insurers through
23 the Litigation Option could be protracted and expensive. There is no guarantee that the Survivors' Trust
24 will prevail in its prosecution of the Assigned Insurance Interests against Non-Settling Insurers.

25 In the event the Non-Settling Insurers successfully defend against the Assigned Insurance Interests,
26 the Contributing Entities' Cash Contribution and the settlement payments from Settling Insurers would be
27 the sole source of recovery for Abuse Claims.

28 **L. Confirmation of the Plan may be Delayed or Denied by the District Court**

The Debtor's position is that the Bankruptcy Court has constitutional authority to confirm the Plan.
If it is determined that the Bankruptcy Court lacks the authority to approve such provisions, the Debtor
anticipates that the Bankruptcy Court will issue proposed findings of fact and conclusions of law with
respect to the confirmation of the Plan. The Bankruptcy Court's findings and conclusions would then be
subject to *de novo* review by the District Court for the Northern District of California before the Plan can
be confirmed, which may result in a delay in the occurrence of the Effective Date. It is difficult to estimate
how long the District Court would take to render a decision with respect to confirmation of the Plan,
however, in the recent Boy Scouts of America bankruptcy case which included similar plan concepts, the
District Court for the District of Delaware took approximately six months to review and affirm the
bankruptcy court's findings and conclusions and to issue a confirmation order.

1 **ARTICLE XIX**

2 **BANKRUPTCY RULE 9019 REQUEST**

3 Pursuant to Bankruptcy Rule 9019 and through the Plan, the Debtor requests approval of all
4 compromises and settlements included in the Plan or contemplated.

5 **ARTICLE XX**

6 **RECOMMENDATION AND CONCLUSION**

7 The Debtor believes that the Plan is in the best interests of all Creditors. The Plan as structured
8 allows Creditors to participate in Distributions believed to be in excess of those which would otherwise
9 be available were the Chapter 11 Case dismissed and provides an opportunity to maximize insurance
10 recoveries through settlements with the Settling Insurers and post-confirmation litigation of Assigned
11 Insurance Interests against Non-Settling Insurers.

12 FOR ALL OF THE REASONS SET FORTH IN THIS DISCLOSURE STATEMENT, THE
13 DEBTOR BELIEVES THAT THE CONFIRMATION AND CONSUMMATION OF THE PLAN IS
14 PREFERABLE TO ALL OTHER ALTERNATIVES. THE DEBTOR STRONGLY RECOMMENDS
15 THAT ALL CREDITORS ENTITLED TO VOTE ACCEPT THE PLAN AND TO EVIDENCE SUCH
16 ACCEPTANCE BY RETURNING THEIR BALLOTS SO THAT THEY ARE RECEIVED BY THE
17 DIOCESE'S SOLICITATION AND CLAIMS AGENT NO LATER THAN 5:00 P.M. PREVAILING
18 PACIFIC TIME ON __, 20__.

19 *[Signature Page Follows]*

1 DATED: March 17, 2025.

Respectfully submitted,

2
3 **THE ROMAN CATHOLIC BISHOP**
4 **OF OAKLAND**

5
6 By: /s/ Attila Bardos
7 Attila Bardos
8 Chief Financial Officer

9 Presented by:

10 **FOLEY & LARDNER LLP**

11 Thomas F. Carlucci

12 Shane J. Moses

13 Ann Marie Uetz

14 Matthew D. Lee

15 Geoffrey S. Goodman

16 Mark C. Moore

17 /s/Shane J. Moses

18 Shane J. Moses

19 *Counsel for the Debtor*
20 *and Debtor in Possession*

21
22
23
24
25
26
27
28 **THIRD AMENDED DISCLOSURE STATEMENT FOR THIRD AMENDED PLAN OF REORGANIZATION**

EXHIBIT A

THIRD AMENDED PLAN OF REORGANIZATION

(WILL BE ATTACHED WHEN SOLICITATION PACKAGE IS SENT OUT)

EXHIBIT B
LIQUIDATION ANALYSIS

Exhibit B

Liquidation Analysis¹

Introduction

The Debtor, with the assistance of its legal and financial advisors, has prepared this hypothetical liquidation analysis (this “Liquidation Analysis”) in connection with the Plan and the Disclosure Statement.

The Debtor submits this Liquidation Analysis in connection with the Disclosure Statement. The Debtor believes it will be helpful to holders of Claims as they evaluate their proposed treatment under the Plan. This Liquidation Analysis shall not be construed as or deemed to constitute a waiver or admission of any kind.

The Liquidation Analysis permits holders of Impaired Claims to evaluate whether they will receive or retain value under the Plan on account of their Claims as of the Effective Date, which is assumed to be May 31, 2025, that is not less than the amount that such holder would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code. To calculate the probable distribution to holders of Claims in each Impaired Class if the Debtor was liquidated under chapter 7, the Liquidation Analysis:

- i) estimates the cash proceeds (the “Liquidation Proceeds”) that a chapter 7 trustee (the “Trustee”) would generate if the Chapter 11 Case were converted to a case under chapter 7 on the Effective Date and the assets of the Debtor’s Estate were liquidated;
- ii) determines the distribution each holder of a Claim would receive from the Liquidation Proceeds under the statutory priority scheme that applies in a case under chapter 7; and
- iii) compares each holder’s distribution from the Liquidation Proceeds to the distribution such creditor would receive under the Plan if it were confirmed and consummated.

As noted above, this Liquidation Analysis shall not be construed as or deemed to constitute a waiver or admission of any kind. The Debtor reserves all rights to oppose the applicability of the best interests test in this Chapter 11 Case or the inclusion of all of its real estate assets in any hypothetical liquidation analysis.

Executive Summary

Section 1112(c) of the Bankruptcy Code provides that non-profit entities cannot have their chapter 11 cases converted into chapter 7 cases involuntarily.² A liquidation under chapter 7 of the Bankruptcy Code is—unlike in the context of for-profit debtors—a path that can be chosen only by

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

² 11 U.S.C. § 1112(c) (“The court may not convert a case under [chapter 11] to a case under chapter 7 of this title if the debtor is a farmer or a corporation that is not a moneyed, business, or commercial corporation, unless the debtor requests such conversion.”).

the non-profit debtor. Here, the Debtor is a non-profit entity. In the first instance, the Debtor’s Liquidation Analysis is predicated on the premise that a “hypothetical liquidation” must be a *possible* liquidation. Assets of the Debtor’s estate which cannot be legally made available for distribution to creditors are not included in a hypothetical liquidation. This is because: 1) the Debtor cannot be forced into a chapter 7 liquidation proceeding under the Bankruptcy Code and 2) the Debtor cannot be forced to sell real estate on which it operates one of the Churches. The Liquidation Analysis therefore does not contemplate such sales. The Debtor believes this presents a more accurate view of potential recoveries in a hypothetical liquidation scenario and provides appropriate context to whether the Plan is in the best interests of Abuse Claimants, in particular. The Debtor believes its Liquidation Analysis will be helpful to holders of Claims as they evaluate their proposed treatment under the Plan and accordingly, the Debtor is providing the Liquidation Analysis herein. The Debtor’s submission of the Liquidation Analysis shall not be construed as or deemed to constitute a waiver or admission of any kind and the Debtor reserves all rights with respect to the best interests test in this Chapter 11 Case.

This Liquidation Analysis is based on certain estimates and assumptions that the Debtor has developed, with the assistance of its advisors, and which the Debtor considers to be reasonable under the circumstances of the Chapter 11 Case. These estimates and assumptions are inherently subject to significant economic, operational, legal, and other uncertainties and contingencies that are outside of the Debtor’s control. Accordingly, the Debtor cannot provide any assurance that the values reflected in this Liquidation Analysis would be realized if the Debtor were, in fact, to undergo the liquidation discussed herein, and actual results in the event of a liquidation could vary materially from this Liquidation Analysis.

In summary, the Liquidation Analysis estimates that a maximum of approximately \$37 million would be available to general unsecured creditors of which approximately \$0 million to \$25 million would be available to Abuse Claims based on the range of estimated asset proceeds. The value of the Debtor’s Plan for the purposes of this Liquidation Analysis is no less than \$192 million based on contributions from the Debtor and RCWC only. As described below, this Liquidation Analysis does not account for any recovery from insurance proceeds under either a plan of reorganization or under a chapter 7 liquidation.

Best Interests Test – Liquidation Analysis

Class	Claims / Equity Interests	Projected Midpoint Amount of Claims	Projected Amount of Recovery Under the Plan	Projected Midpoint Recovery % Under the Plan	Projected Midpoint Recovery % Under Liquidation	Pass / Fail
1	Secured Claims	\$ 25,872,322	\$ 25,872,322	100.0%	9.6%	PASS
2	Priority Unsecured Claims	6,200,606	6,200,606	100.0%	100.0%	PASS
3	General Unsecured Claims ⁽¹⁾	16,601,251	16,601,251	100.0%	9.6%	PASS
4	Abuse Claims	138,500,000	138,500,000	100.0%	9.6%	PASS
5	Unknown Abuse Claims	5,000,000	5,000,000	100.0%	9.6%	PASS
6	Non-Abuse Litigation Claims	750,000	750,000	100.0%	9.6%	PASS
7	Contribution and Indemnification Claims Related to Class 4/5 Claim	-	NA	NA	9.6%	PASS
8	OPF Claims ⁽²⁾	-	NA	NA	NA	PASS
TOTAL		\$192,924,179	\$ 192,924,179	100.0%	11.0%	

⁽¹⁾ General Unsecured Claims recovery under the Plan does not contemplate the payment of interest.

⁽²⁾ Class eliminated

In addition, the Debtor prepared a supplemental liquidation analysis (“Supplemental Liquidation Analysis”), which differs from the Liquidation Analysis in that it includes all real property titled in the name of the Debtor rather than just vacant property the Debtor assumes it will

liquidate and collateral supporting the RCC loan in the Liquidation Analysis. The Debtor reserves all rights to argue the Supplemental Liquidation Analysis is unnecessary and not relevant in light of the protections granted to religious organizations under the U.S. Constitution and federal law.

In summary, the Supplemental Liquidation Analysis estimates that a maximum of approximately \$139 million would be available to general unsecured creditors of which approximately \$49 million to \$93 million would be available to Abuse Claims based on the range of estimated asset proceeds. Consistent with the Liquidation Analysis, the value of the Debtor’s Plan for the purposes of this Supplemental Liquidation Analysis is no less than \$192 million based on contributions from the Debtor and RCWC only. The Debtor’s Plan therefore satisfies the best interests test under both the Liquidation Analysis and the Supplemental Liquidation Analysis.

Best Interests Test – Supplemental Liquidation Analysis

Class	Claims / Equity Interests	Projected Midpoint Amount of Claims	Projected Amount of Recovery Under the Plan	Projected Midpoint Recovery % Under the Plan	Projected Midpoint Recovery % Under Liquidation	Pass / Fail
1	Secured Claims	\$ 25,872,322	\$ 25,872,322	100.0%	56.6%	PASS
2	Priority Unsecured Claims	6,200,606	6,200,606	100.0%	100.0%	PASS
3	General Unsecured Claims ⁽¹⁾	16,601,251	16,601,251	100.0%	56.6%	PASS
4	Abuse Claims	138,500,000	138,500,000	100.0%	56.6%	PASS
5	Unknown Abuse Claims	5,000,000	5,000,000	100.0%	56.6%	PASS
6	Non-Abuse Litigation Claims	750,000	750,000	100.0%	56.6%	PASS
7	Contribution and Indemnification Claims Related to Class 4/5 Claim	-	NA	NA	NA	PASS
8	OPF Claims ⁽²⁾	-	NA	NA	NA	PASS
TOTAL		\$192,924,179	\$ 192,924,179	100.0%	51.2%	

⁽¹⁾ General Unsecured Claims recovery under the Plan does not contemplate the payment of interest.

⁽²⁾ Class eliminated

1) Liquidation Analysis of Debtor³

i) Process and Assumption Overview

All of the assets of the Debtor were identified, including tangible assets such as property, plant, and equipment, as well as other assets such as accounts receivable and loan and loan interest receivable. The value of each asset was then adjusted for (i) expected changes in the balance of the asset between June 30, 2024 (the date of the most recent financial statements available) and May 31, 2025 (the “Liquidation Date”) and (ii) any impact to the asset that may render it fully or partially unavailable for sale (e.g., restricted cash is removed from the cash balance used to determine the liquidation value of cash available to pay unsecured creditors in a liquidation). The liquidation value of each asset was estimated using high, medium and low scenarios. The liquidation value is the amount of proceeds that may be generated in the event of a sale or liquidation of the asset. Given the circumstances of a sale in this scenario, the assumption is made that the respective asset values will be less than the market values of the assets if sold in the ordinary course due to timing and constraints on the ability to market or negotiate the sale.

³ All supporting information and assumptions apply to both the Liquidation Analysis and Supplemental Liquidation Analysis unless otherwise noted.

The outstanding amount of any secured debt associated with that asset is then deducted from the liquidation value of each asset. This determines the remaining amount of proceeds that could be utilized from the sale of the asset. Estimated Chapter 11 administrative claims as of the Liquidation Date are then subtracted from the net proceeds available after payment of secured debt. The costs associated with the liquidation process, such as Chapter 7 trustee expenses, wind down expenses, claims processing costs, litigation costs, and broker fees were estimated. The estimated costs are deducted from the total liquidation value to determine the potential net proceeds available for distribution to creditors who are successful in pursuing claims against the Debtor.

The Debtor has assumed that the liquidation would occur over an approximately twelve-month time period, except that the Supplemental Liquidation Analysis assumes a liquidation of just the Debtor's real estate over a 60-90 day time period because a complete shutdown of operations (including of the Churches) would make it extremely difficult for the Debtor's estate to carry the holding costs of the Debtor's real estate portfolio for a longer time period. This assumption is consistent with assumptions utilized for hypothetical liquidations analyses in other chapter 11 cases. In the Debtor's view, these time periods represent the minimum required to complete the sale of substantially all of the Debtor's available and unrestricted assets,⁴ monetize and collect receivables and other unrestricted assets of the Debtor, and administer and wind-down the estate. Except as otherwise noted herein, the Liquidation Analysis is based upon the Debtor's unaudited projected consolidated balance sheet as of May 31, 2025, and those values are assumed to be representative of the Debtor's assets and liabilities as of the Liquidation Date unless otherwise noted. Any projected balance sheet amounts presented in this Liquidation Analysis are intended to be a proxy for actual balances on the Liquidation Date (the "Liquidation Balances"). In addition, this Liquidation Analysis incorporates certain adjustments to account for the effects of the chapter 7 liquidation process, including costs of winding down the Debtor's estate, employee-related costs, and professional and Trustee fees.

It is assumed that, on the Liquidation Date, the Bankruptcy Court would appoint the Trustee, who would sell the unrestricted assets of the Debtor's bankruptcy estate and distribute the Liquidation Proceeds, net of liquidation-related costs, to creditors in accordance with the statutory priority scheme provided for under section 726 of the Bankruptcy Code. To maximize recoveries in an expedited process, this Liquidation Analysis assumes that the Trustee's initial step would be to develop a liquidation plan to generate Liquidation Proceeds from the sale of the Debtor's unrestricted assets for distribution to creditors. This Liquidation Analysis assumes the appointed Trustee will retain legal and financial advisors and real estate and other brokers to assist in the liquidation.

This Liquidation Analysis assumes that a Trustee would immediately begin the wind-down process following a conversion to chapter 7, with limited employee and operating costs continuing during the liquidation process. Certain of the Debtor's unrestricted assets would be marketed on an accelerated timeline, and asset sales would generally occur within the twelve-month wind-down period. Asset values in the liquidation process are assumed to be driven by, among other factors:

⁴ For purposes of this Exhibit B, a "restricted" asset is an asset that is subject to enforceable use restrictions under applicable law or an asset that the Debtor holds in a fiduciary capacity for the sole benefit of donors, their intended beneficiaries, or members of the public who have entrusted the Debtor to carry out its respective charitable missions. The Bankruptcy Code recognizes and enforces these state-law restrictions in bankruptcy cases of charitable non-profit corporations under sections 363(d)(1) and 541(d) of the Bankruptcy Code.

- the accelerated time frame in which the assets are marketed and sold;
- the loss of key personnel;
- negative public sentiment and damage to the Debtor's brand; and
- the general forced nature of the sale.

The cessation of operations in a liquidation would likely trigger certain Claims that otherwise would not exist under a Plan absent a liquidation including, without limitation, potential employee Claims. The amounts of these Claims could be material and certain of these Claims could be entitled to administrative or priority payment status under the relevant provisions of the Bankruptcy Code. Administrative and priority Claims would be paid in full from the Liquidation Proceeds before the balance of such proceeds would be made available to holders of allowed general unsecured Claims. Estimates of certain of these potential additional Claims have been included in the Liquidation Analysis.

Except as described below with respect to avoidance actions, no recovery or related litigation costs have been attributed to any potential preference actions. The Debtor believes that the vast majority of the payments made to creditors in the 90 days preceding the chapter 11 proceedings (including one year for insiders) were in the ordinary course of business and when weighed against, among other issues, the cost of such litigation, the uncertainty of the outcome thereof and anticipated disputes regarding these matters, the outcome of such litigation is unlikely to affect materially the outcome of the Liquidation Analysis. Additionally, this analysis does not include estimates for tax consequences, either federal or state, that may be triggered upon the liquidation and sale of assets; these tax consequences could be material. Finally, the Liquidation Analysis assumes that there will not be any proceeds from the Debtor's directors and officers liability insurance available to satisfy creditors generally because the Debtor is unaware of any legally viable causes of action that could be asserted on behalf of the general creditor body that would recover from the Debtor's directors and officers liability insurance. A substantial amount of the Debtor's assets are subject to valid and enforceable donor-imposed restrictions on use or disposition of such assets. Under applicable law, restricted assets do not constitute property of the estate and would not be available to creditors in a chapter 7 liquidation.⁵ The Liquidation Analysis excludes the value of those assets in calculating the gross Liquidation Proceeds unless specifically noted. Moreover, certain of the Debtor's properties may be less marketable due to disputes over their classification as being restricted or unrestricted, limitations on their use including requirements to be used in the same manner, or restrictions on residential or commercial development.

In addition, certain other factors could materially diminish the Liquidation Proceeds due to the nature of the Debtor's status as a non-profit entity. The Debtor will be required to comply with the applicable non-bankruptcy law that governs non-profit entities in connection with the disposition of its assets. These obligations vary among jurisdictions, but can require, *inter alia*, consent from a state's attorney general or other governmental authorities. State attorneys general may intervene or, depending upon state law, be compelled to intervene, in a chapter 7 liquidation to ensure that the

⁵ "The acceptance of charitable contributions by a charity or any person soliciting on behalf of a charity establishes a charitable trust and a duty on the part of the charity and the person soliciting on behalf of the charity to use those charitable contributions for the declared charitable purposes for which they are sought." Cal. Bus. & Prof. Code § 17510.8. See also *City of Palm Springs v. Living Desert Rsrv.*, 70 Cal. App. 4th 613, 615 (Cal. Ct. App. 1999) ("if the donor clearly manifests an intention to make a conditional gift, that intention will be honored").

intent of donors is carried out and that the restricted donations are not distributed to creditors.⁶ The costs that attend these potential disputes and related delays and uncertainty regarding the same are not factored into this Liquidation Analysis and could reasonably be expected to negatively impact the Liquidation Proceeds.

Approximately 345 unique Abuse Claims were filed against the Debtor in the Chapter 11 Case. The Debtor has procured commercial general liability policies from multiple insurers since the 1960s to protect themselves from losses including Abuse Claims. This Liquidation Analysis does not account for any recovery from insurance proceeds (irrespective of whether an insured Claim relates to Abuse) on the basis that recoveries from such proceeds are assumed to be materially the same or greater under a plan of reorganization that provides for a global resolution of Abuse Claims than under a chapter 7 liquidation. In addition, the Liquidation Analysis does not account for any potential recovery from other entities, as potential co-liable parties under the Abuse Claims, on the basis that recoveries from such proceeds are assumed to be materially the same or greater under a plan of reorganization that provides for a global resolution of Abuse Claims as compared to a chapter 7 liquidation.

ii) **Distribution of Net Proceeds to Claimants**

Any available net proceeds would be allocated to holders of Claims in accordance with the priority scheme of section 726 of the Bankruptcy Code:

- Liquidation Adjustments / Super Priority Claims – includes estimated fees paid to the U.S. Trustee and Clerk of the Bankruptcy Court, wind-down costs and certain Professional Fees and broker fees;
- Secured Claims – includes secured loan claims;
- Chapter 11 Administrative and Priority Claims – includes estimated Claims held by creditors for post-petition accounts payable, post-petition accrued expenses including professional fees, employee obligations, Claims arising under section 503(b)(9) of the Bankruptcy Code, and Unsecured Claims entitled to priority under section 507 of the Bankruptcy Code; and
- General Unsecured Claims – includes prepetition trade Claims, other types of prepetition liabilities, Abuse Claims, and unsecured loan claims.

Under the absolute priority rule, no junior creditor would receive any distributions until all senior creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

iii) **Conclusion**

This Liquidation Analysis and Supplemental Liquidation Analysis were prepared before the completion of the reconciliation and allowance process for Claims against the Debtor. The Debtor therefore has not had an opportunity to fully evaluate Claims against the Debtor or to

⁶ Cal. Gov't Code § 12598 (California's Attorney General has "primary responsibility for supervising charitable trusts in California, for ensuring compliance with trusts and articles of incorporation, and for protection of assets held by charitable trusts and public benefit corporations").

adjudicate such Claims before the Bankruptcy Court. Accordingly, the amount of the final Allowed Claims against the Debtor's estate may differ from the estimated Claim amounts used in this Liquidation Analysis. Additionally, asset values discussed herein may be different than amounts referred to in the Plan, which presumes the reorganization of the Debtor's assets and liabilities under chapter 11 of the Bankruptcy Code.

The Debtor determined, as summarized in the following Liquidation Analysis and Supplemental Liquidation Analysis, upon the Effective Date, the Plan will provide all creditors with a recovery (if any) that is not less than what they would otherwise receive pursuant to a liquidation of the Debtor under chapter 7 of the Bankruptcy Code, and thus the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code, if the Bankruptcy Court determines that such requirement is applicable to a non-profit Debtor in chapter 11.

The following Liquidation Analysis and Supplemental Liquidation Analysis should be reviewed with the accompanying notes.

2) **Liquidation Analysis and Supplemental Liquidation Analysis Detail**

Liquidation Proceeds

- A. Cash and Cash Equivalents – Represents projected Cash and Cash equivalents of the Debtor as of the Liquidation Date based on the Debtor's most recent financial projections which are included in Exhibit C, segregated between restricted and unrestricted balances. Restricted cash balances generally reflect donor-imposed restrictions on use and disposition and accordingly such amounts are excluded from the Liquidation Proceeds. The Debtor estimates a 100% recovery on the unrestricted cash balances.
- B. Investments – Represents investments of the Debtor as of the Liquidation Date based on the Debtor's most recent financial projections, segregated between restricted and unrestricted. Restricted investment balances reflect donor-imposed restrictions on use and disposition and accordingly such amounts are excluded from the Liquidation Proceeds. Further, unrestricted investments have been adjusted for the amount of investments that have been loaned to other Churches as well as the Oakland Parochial Fund loan to the Debtor, all of which are assumed to be uncollectable. While the unrestricted investments are on the Churches' balance sheets, they are not fully recoverable due the uncollectable loan claims against them. The Debtor estimates a 100% recovery on adjusted unrestricted investments.
- C. Accounts Receivable – Accounts receivable are comprised of invoiced and accrued third party receivables, including receivables from non-debtor entities and other non-trade receivables. Accounts Receivable is presented based on the Debtor's most recent financial statements and is adjusted for amounts assumed to be uncollectable which include amounts owed to the Diocese by Churches (e.g. assessments and insurance premiums) and the Catholic Cathedral Corporation of the East Bay ("CCCEB"). Certain of the above Accounts Receivable do not have a contractual basis. Estimated recovery percentages for the adjusted balance of accounts receivable are between approximately 25% and 50% based on the estimated amount an arm's length purchaser or a collections firm would pay for such Accounts Receivable.

- D. Loan and Loan Interest Receivable – Loan and loan interest receivable is comprised of the Debtor’s loan to CCCEB and related interest. Loan and loan interest receivable is presented based on the Debtor’s most recent financial statements and is adjusted for additional accrued interest through the Liquidation Date. The Debtor estimates an 80% to 100% recovery on the loan and loan interest receivable based on assessed value, which assumes that the deed for the Cathedral property that CCCEB owns is brought into the estate and the Cathedral property is sold. The tax assessed value for the land the Cathedral occupies and the improvement value is discounted due to lack of marketability and land use restrictions.
- E. Contributions Receivable – Contributions receivable reflect unconditional donor pledges at face value. As the pledges are both donor-restricted and highly unlikely to be enforceable in a liquidation, they are valued at zero. Additional pledges not reflected in the financial statements are conditional and thus could not be collected in a liquidation.
- F. Property, Plant & Equipment (net)
- i. Liquidation Analysis - The Debtor’s land, buildings, and equipment, which primarily includes Church land and buildings, is estimated to be materially consistent with the Debtor’s most recent financial statements. Most recent financial statement balances and pro forma balances are presented net of depreciation and amortization. Because the Debtor cannot have its chapter 11 case converted into a chapter 7 case involuntarily, the Debtor also cannot be forced to close and sell Churches. Estimated proceeds from liquidating these properties were determined by the Debtor’s advisor, Hilco Real Estate, based on a Broker’s Opinion of Value (the “Hilco Broker’s Opinion of Value”). In some instances, entire properties were included in the Broker’s Opinion of Value, even though the entire property may not be sold in a hypothetical liquidation, so the net proceeds could be lower. The value of the Debtor’s vacant land is difficult to determine for several reasons, including, but not limited to, that (i) any sale would likely involve a loss of tax exempt status for the subject property; (ii) any sale would likely necessitate a zoning change for the subject property; (iii) any sale would likely be subject to various state and corporate approvals involving nonprofit corporations; and (iv) forcing a nonprofit to liquidate real property used for religious purposes may be challenged in court. Based on the Hilco Real Estate Broker Opinion of Value, the Debtor’s RCC loan collateral properties are assumed to be valued \$0. For purposes of this analysis, total property, plant & equipment recoveries are estimated to range from 14% to 19% of pro forma values.
 - ii. Supplemental Liquidation Analysis – Again, the Debtor believes applicable law does not require it to liquidate real estate on which a church is presently located, and it therefore need not include such real estate in its best interests analysis under 11 U.S.C. § 1129(a)(7)(A)(ii). The Debtor reserves all rights to assert this position. In the event a court rules otherwise, the Debtor’s

book value of land, buildings, and equipment, which primarily includes Church land and buildings, is estimated to be materially consistent with the Debtor's most recent financial statements. Most recent financial statement balances and pro forma balances are presented net of depreciation and amortization. Estimated proceeds from liquidating these properties were developed by the Debtor's advisor, Hilco Real Estate, based on a Broker's Opinion of Value. The value of the Debtor's real estate is difficult to determine for several reasons, including, but not limited to, that (i) any sale would likely involve a loss of tax exempt status for the subject property; (ii) any sale would likely necessitate a zoning change for the subject property; (iii) any sale would likely be subject to various state and corporate approvals involving nonprofit corporations; (iv) forcing a nonprofit to liquidate real property used for religious purposes may be challenged in court; (v) compared to more traditional residential and commercial real estate, there is a more limited market for real estate containing houses of worship and ancillary religious buildings given the unique nature, purpose, and use of those improvements; (vi) multiple church campuses contain parcels titled in the name of the Roman Catholic Welfare Corporation of Oakland, which parcels would not be liquidated in a hypothetical chapter 7 liquidation; and (vii) in the event of an immediate marketing for approximately 90 different religious properties, where prompt sale of all properties is needed, it is appropriate to apply a liquidation discount to the entire property portfolio. Based on the Hilco Real Estate Broker Opinion of Value, the Debtor's RCC loan collateral properties are assumed to be valued at \$0. For purposes of this analysis, total property, plant & equipment recoveries are estimated to range from 67% to 90% of pro forma values.

- G. Prepaid Expenses – Primarily comprised of insurance premiums, professional fees, and other vendor prepayments. Prepaids are presented based on the Debtor's most recent financial statements. Prepaid insurance recoveries are estimated to be zero based on (i) most of the Debtor's insurance policy premiums are financed and any unearned premium refunded would be apply first to outstanding amounts owed to the lender, and (ii) as to non-financed policies, based on minimum earned premiums, the total amount of premiums, the installment payment nature of certain policies, short-rate penalties applicable to workers' compensation insurance, and the timing of payments, unearned premiums would not be material. Prepaid professional fees are assumed to be recovered 100% and applied against administrative professional fee claims in a liquidation scenario. Other vendor prepayments are recovered at 0% of current financial statement balances given that they will be significantly depleted by the time a liquidation is completed.
- H. Investments in Other Entities – Investments in other entities is comprised of RCBO's ownership interest in Furrer Properties and Western Catholic Insurance Company. Liquidation proceeds from the Debtor's investment in Western Catholic Insurance Company would be zero as it has been in runoff since 2017, is currently in the process of winding down, and there is no expected net equity to be recovered. Liquidation proceeds from Furrer Properties are estimated to be \$1.1 million to \$1.5 million based on the Broker Opinion of Value from Hilco Real Estate on Cooper Mortuary and adjacent parcel.

- I. Unqualified Pension and Benefit Plans – The Debtor has two unqualified pension and benefit plans: The Priests’ Long Term Care Plan (“LTC Plan”) and the Priests Supplemental Retirement Plan (“SERP”). Both plans have been frozen and are assumed to be assets of the Debtor’s estate. Liquidation proceeds from the LTC Plan are \$8.2 million and from the SERP are \$2.4 million for a total of \$10.6 million of proceeds from the unqualified pension and benefit plans.
- J. Assets Held in Trust for Others – The Debtor’s assets held in trust for others related to the James and Ramona Mulvaney Charitable Remainder Unitrust (“Mulvaney CRUT”) funds which the Debtor held as trustee for the benefit of Christ the Light Cathedral Corporation (“CCTL”). However, the trust has since been dissolved and the liquidation proceeds would be zero.
- K. Right to Appoint 50% of Directors of CTN – The Debtor has the right to appoint 50% of the Directors of the Roman Catholic Communications Corporation of the Bay Area dba Catholic Telemedia Network (“CTN”). The right to appoint directors of CTN is assumed to be valued at zero in a chapter 7 liquidation.
- L. Insurance Proceeds (related to Abuse Claims) – The value of insurance assets is yet to be determined, and while there may be substantial additional cost to pursue insurance, along with the potential for erosion of limits with respect to defense costs that would not otherwise be incurred, the value of Insurance Proceeds is assumed to be approximately equal in a liquidation to the value realized under a chapter 11 plan of reorganization.

Liquidation Costs

- M. Operational Wind Down Expenses – Represents an estimate of the costs of operations incurred during a liquidation. Wind down costs primarily include payroll and related expenses, costs to maintain facilities, general liability and other insurance policies, and other base operating expenses. Operating expenses are assumed to reduce significantly during a liquidation to between 10% and 25% of projected monthly costs in a going concern scenario excluding lease fees.
- N. Chapter 7 Trustee Fees – Assumed to be 3% of gross liquidation proceeds or between \$3.3 million to \$3.9 million in the Liquidation Analysis and between \$5.8 million to \$7.3 million in the Supplemental Liquidation Analysis.
- O. Trustee’s Professional Fees – Assumed to be 3.5% of gross liquidation proceeds or between \$3.9 million to \$4.5 million in the Liquidation Analysis and between \$6.8 million to \$8.5 million in the Supplemental Liquidation Analysis.
- P. Incremental Litigation Costs – Assumes \$71 million to \$87 million of cost associated with an estimated 12 abuse cases being litigated through the trial process followed by an alternative dispute resolution process undertaken to expedite the review and adjudication of the remaining abuse cases in order to preserve and efficiently distribute estate assets. This does not account for additional litigation, or risk to insurance assets, related to such a process.

- Q. Broker Fees – Include the estimated cost to market and dispose of certain parcels of the Debtor’s land. In the Liquidation Analysis, broker fees are estimated to be approximately 5.0% of gross Liquidation Proceeds from these asset classes.

Claims

A. Secured Claims

- RCC Loan and Interest – Claims related to the RCC loan are secured by certain of the Debtor’s real property. To the extent the Debtor is unable to pay the RCC loan and interest, the Debtor’s real property would serve as a source of recoveries on such claims which are unliquidated.
- Secured Claims are expected to recover 0%, based on the Hilco Real Estate Broker Opinion of Value.

B. Administrative and Priority Expenses – comprised of expenses incurred during the post-petition period prior to the Liquidation Date.

- The Liquidation Analysis assumes that there are employee-related costs which are estimated to be \$0.3 million as of the Liquidation Date, comprised primarily of accrued employee benefit costs obligations. Full-time salaried employees are assumed to be paid current immediately prior to the Liquidation Date. The Liquidation Analysis assumes that workers’ compensation claims are covered by the Debtor’s workers’ compensation insurance provider.
- Post-Petition Professional Fees as of the Liquidation Date are estimated to be \$3.0 million. Post-Petition Trade Claims are estimated to be \$0.9 million as of the Liquidation Date based on Debtor’s most recent financial projections.
- Funds Held for Others of \$2.0 million relates to second collections.
- Administrative Expenses are expected to recover between 74% and 100% in the Liquidation Analysis and 100% in the Supplemental Liquidation Analysis.

C. General Unsecured Claims

- The below chart reflects the aggregation of Liquidation Analyses of the Debtor.
- The Liquidation Analysis estimates that there will be between \$0 million and \$37 million of proceeds available to satisfy General Unsecured Claims in the Liquidation Analysis and \$73 million and \$139 million in the Supplemental Liquidation Analysis.
- General Unsecured Claims are assumed to include Abuse Claims, pre-petition trade payables and accrued liabilities, non-abuse litigation claims, pension obligations, and the deficiency claim on the RCC secured loan (if any). Certain deferred revenue obligations on the Debtor’s balance sheet for

items such as parish assessments, insurance, and employee benefits are assumed to be accounting entries for which the Debtor has a corresponding receivable but has not yet received cash and are therefore excluded as claims in this analysis.

- Pension Claims are assumed to result from the Debtor's termination of its liability or withdrawal from the Priests' Pension Plan ("PPP") and the Lay Employees' Money Purchase Pension Plan ("LERP") qualified pension plans. Based on analysis completed by the Debtor's actuarial advisors, the Debtor further assumes that it will be liable for the full termination/withdrawal liability of participants in the PPP (approximately \$15.3 million) and in the LERP (approximately \$0 million). It is assumed that any withdrawal or termination liability associated with the Debtor's pension obligations would share in recoveries with other creditors.
- Abuse Claims are shown at the Plan recovery value of \$138.5 million for purposes of the Liquidation Analysis only. This is not intended to reflect a valuation of the Abuse Claims, or an estimate thereof, or to indicate that the Abuse Claims are not impaired. This amount is used only for purposes of comparison of recoveries under the Plan to recoveries in a hypothetical liquidation as set forth in the Liquidation Analysis. All rights as to the valuation of Abuse Claims are reserved, and no party shall be found to have made or deemed to have made an admission with respect to the valuation of Abuse Claims as a result of this Liquidation Analysis. As applied to individual Abuse Claims, the Liquidation Analysis provides an estimate of the percent-on-the-dollar recovery that individual claimants would receive in a hypothetical liquidation, as compared to the recovery under the Plan. However, the value of any particular individual claim that this percentage applies to is highly dependent on the facts and circumstances of the individual claim.
- The Oakland Parochial Fund Claim consists of an unsecured loan to the Debtor and related interest, estimated to be \$35 million as of the Liquidation Date. This claim has been waived and is eliminated from the liquidation analysis.
- General Unsecured Claims excluding the Oakland Parochial Fund Claim are expected to recover 0% to 20% in the Liquidation Analysis and 59% to 74% in the Supplemental Liquidation Analysis.

Summary Liquidation Analysis

	Assumptions Paragraph	Book Value at 6/30/24	Adj. to Book Value	Pro Forma Value at 5/31/25	Estimated Recovery (%)			Estimated Recovery (\$)			
					Low	Mid	High	Low	Mid	High	
Assets											
Cash and Cash Equivalents - Unrestricted	A	\$ 42,184,208	\$ (6,300,276)	\$ 35,883,932	100.0%	100.0%	100.0%	\$ 35,883,932	\$ 35,883,932	\$ 35,883,932	
Cash and Cash Equivalents - Restricted	A	18,389,552	(805,807)	17,583,745	-	-	-	-	-	-	
Investments - Unrestricted	B	52,250,357	(49,314,956)	2,935,401	100.0%	100.0%	100.0%	2,935,401	2,935,401	2,935,401	
Investments - Restricted	B	19,973,213	-	19,973,213	-	-	-	-	-	-	
Accounts Receivable	C	15,881,344	(9,950,682)	5,930,662	25.0%	37.5%	50.0%	1,482,665	2,223,998	2,965,331	
Loan & Loan Interest Receivable	D	42,767,321	668,489	43,435,810	80.0%	90.0%	100.0%	34,748,648	39,092,229	43,435,810	
Contributions Receivable	E	236,590	-	236,590	-	-	-	-	-	-	
Property, Plant & Equipment (net)	F.i	160,947,562	-	160,947,562	14.2%	16.7%	19.2%	22,870,000	26,925,000	30,980,000	
Prepaid Expenses	G	1,451,577	(871,621)	579,956	100.0%	100.0%	100.0%	579,956	579,956	579,956	
Investments in Other Entities	H	1,349,753	-	1,349,753	80.8%	94.8%	108.9%	1,090,000	1,280,000	1,470,000	
Unqualified Pension and Benefit Plans	I	-	10,611,000	10,611,000	100.0%	100.0%	100.0%	10,611,000	10,611,000	10,611,000	
Assets Held in Trust for Others	J	1,361,829	(1,361,829)	-	-	-	-	-	-	-	
Right to Appoint 50% of Directors of CTN	K	-	-	-	NA	NA	NA	-	-	-	
Insurance Proceeds (Abuse Claims)	L	-	-	-	NA	NA	NA	-	-	-	
Total Gross Liquidation Proceeds		\$ 356,793,305	\$ (57,325,682)	\$ 299,467,623	36.8%	39.9%	43.0%	\$ 110,201,602	\$ 119,531,516	\$ 128,861,430	
(-) Less Liquidation Deductions											
(-) Operational Wind Down Expenses	M							\$ (10,200,000)	\$ (7,140,000)	\$ (4,080,000)	
(-) Chapter 7 Trustee Fees	N							(3,306,048)	(3,585,945)	(3,865,843)	
(-) Trustee's Professional Fees	O							(3,857,056)	(4,183,603)	(4,510,150)	
(-) Incremental Litigation Costs	P							(87,120,000)	(79,200,000)	(71,280,000)	
(-) Broker Fees	Q							(1,143,500)	(1,346,250)	(1,549,000)	
Total Liquidation Costs								\$ (105,626,604)	\$ (95,455,799)	\$ (85,284,993)	
Total Net Liquidation Proceeds ex-Insurance								\$ 4,574,998	\$ 24,075,717	\$ 43,576,437	
					Estimated Claims Pool	Estimated Recovery (%)			Estimated Recovery (\$)		
						Low	Mid	High	Low	Mid	High
Class 1: Secured Claims											
RCC Loan & Interest Payable					\$ 25,872,322	-	-	-	\$ -	\$ -	\$ -
Total Secured Claims					\$ 25,872,322	-	-	-	\$ -	\$ -	\$ -
Proceeds Available After Secured Claims									\$ 4,574,998	\$ 24,075,717	\$ 43,576,437
Class 2: Administrative / Priority Claims											
Employee Related Claims					\$ 349,245	74%	100%	100%	\$ 257,683	\$ 349,245	\$ 349,245
Professional Fees					2,983,364	74%	100%	100%	2,201,218	2,983,364	2,983,364
Post-Petition Trade Claims					850,915	74%	100%	100%	627,832	850,915	850,915
Funds Held for Others					2,017,083	74%	100%	100%	1,488,265	2,017,083	2,017,083
Total Administrative / Priority Claims					\$ 6,200,606	74%	100%	100%	\$ 4,574,998	\$ 6,200,606	\$ 6,200,606
Proceeds Available for General Unsecured Claims									\$ -	\$ 17,875,111	\$ 37,375,830
Class 3 - 8: General Unsecured Claims											
Trade Payables and Accrued Expenses					\$ 104,363	-	10%	20%	\$ -	\$ 9,991	\$ 20,890
Other Claims					27,069,210	-	10%	20%	-	2,591,345	5,418,353
Pension Claims					15,300,000	-	10%	20%	-	1,464,674	3,062,550
Abuse Claims					138,500,000	-	10%	20%	-	13,258,652	27,723,080
Unknown Abuse Claims					5,000,000	-	10%	20%	-	478,652	1,000,833
Non-Abuse Litigation Claims					750,000	-	10%	20%	-	71,798	150,125
Contribution and Indemnification Claims Related to Class 4/5 Claims					-	NA	NA	NA	-	-	-
Oakland Parochial Fund Claim					-	NA	NA	NA	-	-	-
Total General Unsecured Claims					\$ 186,723,573	-	10%	20%	\$ -	\$ 17,875,111	\$ 37,375,830
Proceeds Available After General Unsecured Claims									\$ -	\$ -	\$ -

Note: Asset recovery percentages are based on asset proceeds recovered divided by pro forma asset balances Claims recoveries are based on the low, mid, and high ranges of estimated recoveries.

Summary Supplemental Liquidation Analysis

	Assumptions Paragraph	Book Value at 6/30/24	Adj. to Book Value	Pro Forma Value at 5/31/25	Estimated Recovery (%)			Estimated Recovery (\$)			
					Low	Mid	High	Low	Mid	High	
Assets											
Cash and Cash Equivalents - Unrestricted	A	\$ 42,184,208	\$ (6,300,276)	\$ 35,883,932	100.0%	100.0%	100.0%	\$ 35,883,932	\$ 35,883,932	\$ 35,883,932	
Cash and Cash Equivalents - Restricted	A	18,389,552	(805,807)	17,583,745	-	-	-	-	-	-	
Investments - Unrestricted	B	52,250,357	(49,314,956)	2,935,401	100.0%	100.0%	100.0%	2,935,401	2,935,401	2,935,401	
Investments - Restricted	B	19,973,213	-	19,973,213	-	-	-	-	-	-	
Accounts Receivable	C	15,881,344	(9,950,682)	5,930,662	25.0%	37.5%	50.0%	1,482,665	2,223,998	2,965,331	
Loan & Loan Interest Receivable	D	42,767,321	668,489	43,435,810	80.0%	90.0%	100.0%	34,748,648	39,092,229	43,435,810	
Contributions Receivable	E	236,590	-	236,590	-	-	-	-	-	-	
Property, Plant & Equipment (net)	F,ii	160,947,562	-	160,947,562	66.7%	78.4%	90.4%	107,290,000	126,235,000	145,550,000	
Prepaid Expenses	G	1,451,577	(871,621)	579,956	100.0%	100.0%	100.0%	579,956	579,956	579,956	
Investments in Other Entities	H	1,349,753	-	1,349,753	80.8%	94.8%	108.9%	1,090,000	1,280,000	1,470,000	
Unqualified Pension and Benefit Plans	I	-	10,611,000	10,611,000	100.0%	100.0%	100.0%	10,611,000	10,611,000	10,611,000	
Assets Held in Trust for Others	J	1,361,829	(1,361,829)	-	-	-	-	-	-	-	
Right to Appoint 50% of Directors of CTN	K	-	-	-	NA	NA	NA	-	-	-	
Insurance Proceeds (Abuse Claims)	L	-	-	-	NA	NA	NA	-	-	-	
Total Gross Liquidation Proceeds		\$ 356,793,305	\$ (57,325,682)	\$ 299,467,623	65.0%	73.1%	81.3%	\$ 194,621,602	\$ 218,841,516	\$ 243,431,430	
(-) Less Liquidation Deductions											
(-) Operational Wind Down Expenses	M							\$ (10,200,000)	\$ (7,140,000)	\$ (4,080,000)	
(-) Chapter 7 Trustee Fees	N							(5,838,648)	(6,565,245)	(7,302,943)	
(-) Trustee's Professional Fees	O							(6,811,756)	(7,659,453)	(8,520,100)	
(-) Incremental Litigation Costs	P							(87,120,000)	(79,200,000)	(71,280,000)	
(-) Broker Fees	Q							(5,364,500)	(6,311,750)	(7,277,500)	
Total Liquidation Costs								\$ (115,334,904)	\$ (106,876,449)	\$ (98,460,543)	
Total Net Liquidation Proceeds ex-Insurance								\$ 79,286,698	\$ 111,965,067	\$ 144,970,887	
					Estimated Claims Pool	Estimated Recovery (%)			Estimated Recovery (\$)		
						Low	Mid	High	Low	Mid	High
Class 1: Secured Claims											
RCC Loan & Interest Payable					\$ 25,872,322	-	-	-	\$ -	\$ -	\$ -
Total Secured Claims					\$ 25,872,322	-	-	-	\$ -	\$ -	\$ -
Proceeds Available After Secured Claims									\$ 79,286,698	\$ 111,965,067	\$ 144,970,887
Class 2: Administrative / Priority Claims											
Employee Related Claims					\$ 349,245	100%	100%	100%	\$ 349,245	\$ 349,245	\$ 349,245
Professional Fees					2,983,364	100%	100%	100%	2,983,364	2,983,364	2,983,364
Post-Petition Trade Claims					850,915	100%	100%	100%	850,915	850,915	850,915
Funds Held for Others					2,017,083	100%	100%	100%	2,017,083	2,017,083	2,017,083
Total Administrative / Priority Claims					\$ 6,200,606	100%	100%	100%	\$ 6,200,606	\$ 6,200,606	\$ 6,200,606
Proceeds Available for General Unsecured Claims									\$ 73,086,092	\$ 105,764,461	\$ 138,770,280
Class 3 - 8: General Unsecured Claims											
Trade Payables and Accrued Expenses					\$ 104,363	39%	57%	74%	\$ 40,849	\$ 59,114	\$ 77,561
Other Claims					27,069,210	39%	57%	74%	10,595,249	15,332,613	20,117,448
Pension Claims					15,300,000	39%	57%	74%	5,988,624	8,666,267	11,370,740
Abuse Claims					138,500,000	39%	57%	74%	54,210,743	78,449,537	102,931,213
Unknown Abuse Claims					5,000,000	39%	57%	74%	1,957,067	2,832,113	3,715,928
Non-Abuse Litigation Claims					750,000	39%	57%	74%	293,560	424,817	557,389
Contribution and Indemnification Claims Related to Class 4/5 Claims					-	NA	NA	NA	-	-	-
Oakland Parochial Fund Claim					-	NA	NA	NA	-	-	-
Total General Unsecured Claims					\$ 186,723,573	39%	57%	74%	\$ 73,086,092	\$ 105,764,461	\$ 138,770,280
Proceeds Available After General Unsecured Claims									\$ 0	\$ -	\$ 0

Note: Asset recovery percentages are based on asset proceeds recovered divided by pro forma asset balances Claims recoveries are based on the low, mid, and high ranges of estimated recoveries.

EXHIBIT C
FINANCIAL PROJECTIONS

The Roman Catholic Bishop of Oakland, California

Exhibit C

Financial Projections¹

Overview / Basis of Projections

The Debtor believes the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as Confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor or any successors under the Plan. In connection with the development of the Plan and to determine whether the Plan satisfies the feasibility standard, the Debtor analyzed its ability to satisfy its financial obligations while maintaining sufficient liquidity and capital resources.

The Debtor prepared a business plan including the projections contained herein (the “Financial Projections”) with the assistance of the Debtor’s advisors. The Debtor’s management team developed and refined the business plan and prepared the cash flow projections for the fiscal years ending December 31, 2024, through December 31, 2030.

Although the Financial Projections represent the Debtor’s commercially reasonable estimates and good faith judgment (for which the Debtor’s management team believes it has a reasonable basis) of the cash flows of the Debtor, the Financial Projections are only estimates and actual results may vary considerably from the Financial Projections. Consequently, the Financial Projections should not be regarded as a representation by the Debtor, the Debtor’s advisors, or any other person that the projected cash flows of the Debtor will be achieved. The Financial Projections are based on forecasts that may be significantly impacted by, among other factors, changes in mass attendance within the geographic area of the Debtor, donation levels, demand for the Debtor’s programming and services, changes in terms with material suppliers and vendors, and overall economic conditions. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material operational, economic, and other uncertainties.

The Financial Projections have been prepared by management, with the assistance of its advisors, using methodologies that are generally consistent with those applied in the Debtor’s historical financial statements. The Financial Projections were not, however, prepared with a view toward compliance with guidelines established by the American Institute of Certified Public Accountants, or the Financial Accounting Standards Board. The Financial Projections have not been examined or compiled by independent accountants.

The Financial Projections should be read in conjunction with the significant assumptions, qualifications and notes set forth below, as well as the assumptions, qualifications and explanations set forth in the Disclosure Statement.

THE FINANCIAL PROJECTIONS CONTAIN CERTAIN STATEMENTS THAT ARE “FORWARD-LOOKING” WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. THESE STATEMENTS ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTOR, INCLUDING THE IMPLEMENTATION OF THE PLAN, MAINTAINING GOOD EMPLOYEE, PARISHIONER, AND DONOR RELATIONS, EXISTING AND FUTURE

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them the Plan or Disclosure Statement, as applicable.

GOVERNMENTAL REGULATIONS AND ACTIONS OF GOVERNMENT BODIES, NATURAL DISASTERS AND UNUSUAL WEATHER CONDITIONS, ACTS OF TERRORISM OR WAR, ORGANIZATIONAL-SPECIFIC RISK FACTORS (AS DETAILED IN THE DISCLOSURE STATEMENT ENTITLED “PLAN RELATED RISK FACTORS”), AND OTHER CONDITIONS. HOLDERS OF CLAIMS ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTOR UNDERTAKES NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

THE FINANCIAL PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY THE DEBTOR, MAY NOT BE REALIZED AND ARE INHERENTLY SUBJECT TO SIGNIFICANT OPERATIONAL, ECONOMIC, REGULATORY AND FINANCIAL UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTOR’S CONTROL AND WILL BE BEYOND THE REORGANIZED DEBTOR’S CONTROL. THE DEBTOR CAUTIONS THAT NO REPRESENTATIONS CAN BE MADE OR ARE MADE AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR THE REORGANIZED DEBTOR’S ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL BE INACCURATE. MOREOVER, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE DEBTOR PREPARED THESE FINANCIAL PROJECTIONS MAY BE DIFFERENT FROM THOSE ASSUMED, OR ALTERNATIVELY MAY HAVE BEEN UNANTICIPATED, AND THUS THE OCCURRENCE OF THESE EVENTS MAY AFFECT FINANCIAL RESULTS IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR DISCLOSURE STATEMENT, THE DEBTOR AND THE REORGANIZED DEBTOR, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE THE FINANCIAL PROJECTIONS TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE THE DISCLOSURE STATEMENT IS INITIALLY FILED OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS. THEREFORE, THE FINANCIAL PROJECTIONS MAY NOT BE RELIED UPON AS A GUARANTY OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR. IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN, HOLDERS OF CLAIMS MUST MAKE THEIR OWN DETERMINATIONS AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE FINANCIAL PROJECTIONS AND SHOULD CONSULT WITH THEIR OWN ADVISORS.

THE DEBTOR BELIEVES THAT THE CONFIRMATION AND CONSUMMATION OF THE PLAN ARE NOT LIKELY TO BE FOLLOWED BY LIQUIDATION OR FURTHER REORGANIZATION OF THE REORGANIZED DEBTOR. ACCORDINGLY, THE DEBTOR BELIEVES THAT THE PLAN SATISFIES THE FEASIBILITY REQUIREMENT OF SECTION 1129(A)(11) OF THE BANKRUPTCY CODE.

Accounting Policies

The Financial Projections have been prepared using consistent methodologies to those applied in the Debtor’s historical financial statements.

Upon emergence from Chapter 11, the Reorganized Debtor will implement “fresh start” reporting pursuant to Statement of Position 90-7, “Financial Reporting by Entities in Reorganization Under the Bankruptcy Code,” as codified in Accounting Standards Codification (“ASC”) Topic 852, “Reorganization.” The main principles of fresh start reporting require that the value of the emerging entity

be allocated to all the entity's assets in conformity with the procedures specified by Statement of Financial Accounting Standards ("SFAS") No. 141R, "Business Combinations," as codified in ASC Topic 805, "Business Combinations," and any portion of the value that cannot be attributed to specific tangible or identifiable intangible assets of the emerging entity is required to be reported as goodwill.

Assumptions and Methodologies to the Financial Projections

General Assumptions

The Financial Projections take into account the assumptions noted below, as well as the current environment in which the Debtor operates, including many economic and financial forces that are beyond the control of the Debtor. The Debtor is a not-for-profit entity and shares a common religious mission with 80 parishes and various related affiliates. Economic growth or slowdowns on a national or regional basis may impact the Debtor's and the Reorganized Debtor's revenues and expenses. In addition, general trends, and changes within the market for youth and adult programming and the ability of the Reorganized Debtor and parishes to raise donations to support its programming and operations may impact performance.

- **Plan and Effective Date:** The Financial Projections assume that the Plan will be consummated in accordance with its terms and will go into effect on or around May 31, 2025 ("Effective Date"). It is assumed the Reorganized Debtor will continue to operate in a similar fashion to its existing operations.
- **Forecast Period:** The Debtor prepared Financial Projections for the fiscal years ending December 31, 2024, through December 31, 2030.
- **Settlement Trust Contribution:** The Financial Projections assume the Debtor contributes \$63.0 million to the Trust on the Effective Date followed by four (4) annual \$10 million payments starting on the one-year anniversary of the Effective Date. These payments exclude the value of the planned assignment of the Livermore property as well as the assignment of insurance claims.

Receipts Assumptions

- Parish Assessment:** Includes a 12.0% assessment on parish collections based on a two-year lag (i.e., 2025 parish assessment is based on 2023 parish collections). Forecast assumes parish collections will remain relatively constant as has been the experience during other challenging periods with a 4% increase in 2025 followed by a 4% decline projected in 2026 and a ~1% growth rate thereafter.
- Bishop's Annual Appeal:** Consists of parishioner contributions raised through the parishes to provide direct financial support to the Debtor's functions and Diocesan ministries. The Bishop's Annual Appeal is expected to be flat at approximately \$2.5 million gross in 2025 and 2026 followed by a 3% growth thereafter.
- Gifts and Grants:** Consists of donations to the Debtor, and are expected to be flat in 2025 and 2026 followed by a 3% growth rate thereafter.
- CTN Grant:** Consists of annual grants from the Catholic Telemedia Network ("CTN"). CTN receives royalty payments from leases of spectrum to third-party telecommunications providers. These funds are used to operate CTN with a portion historically granted to the Debtor. It is expected that these grants will continue and remain at the \$2.1 million level in 2025 and 2026 with a 3% growth rate thereafter.

- E. **CMS Contributions:** Consists of donations from Catholic Management Services (“CMS”) to help support the Debtor’s operations. CMS has historically contributed a portion of its change in net assets to the Debtor approximately six (6) months after it has closed its books for the year. In 2024, CMS has told the Debtor it will speed up this contribution process, providing half of the expected 2025 annual contribution in 2024. This earlier than usual contribution is expected to continue going forward, causing a 50% reduction in contributions in 2025 followed by a 6% growth rate thereafter.
- F. **Ministry Departmental Revenue:** Consists of fees charged by the Debtor’s departments to help fund the Debtor’s programs and ministries. These fees are expected to be flat in 2025 and 2026 followed by a 3% growth rate thereafter.
- G. **Cemetery Rent:** Consists of a lease payment from the Roman Catholic Cemeteries of the Diocese of Oakland (“RCC”) to the Debtor for the use of the cemetery property. The lease is based on 8.0% of RCC revenues, and is expected to fall by approximately 7% in 2025 followed by a 3% growth rate thereafter.
- H. **Other Rent:** Consists of rent received for some of the property leased by the Debtor, and is expected to be sold in mid-2025 as part of the Settlement Trust funding.
- I. **Insurance (Reimbursement):** Consists of the reimbursement from churches and schools for the centralized, Debtor-managed insurance program. Receipts are expected to grow by 9% in 2025, 6% in 2026, and 3% thereafter. The billing to churches and schools and thus the receipts are based on expenses experienced by the centralized insurance program. There is approximately a one-year lag between the costs paid by the Debtor and receipt of the reimbursement from the insureds, churches, and schools. Collections of these billings are expected to remain within historical norms.
- J. **Parochial Fund Management Fee:** Consists of a fee based on 1.5% of the three-year average of assets under management within the Parochial Fund. In 2024, the Debtor received payment for both 2023 and 2024 Parochial Fund Management Fees, and therefore, the fee is expected to drop by 42% in 2025, hold steady in 2026 before starting to grow at 3% thereafter.
- K. **Cathedral Rental Income:** It is assumed that the deed for the Cathedral property will be brought into the Debtor’s estate as part of its bankruptcy reorganization and the Debtor will therefore start receiving rents from non-Debtor entities using the Cathedral space (e.g., the Roman Catholic Welfare Corporation of Oakland (“RCWC”) and RCC). These rents amount to approximately \$700,000 per annum. It is assumed that seven months of rent will be received in 2025 followed by the full amount in 2026 with a 3% growth rate thereafter.
- L. **Other Receipts:** Consists of miscellaneous contributions and are expected to drop by 79% in 2025, remain flat in 2026, and grow by 3% thereafter.
- M. **Second Collections (Pass-through) – Receipts:** Consists of pass-through gifts from parishioners to support the worldwide Church and other charitable activities. Second collections are projected to drop by 23% in 2025 and remain flat (along with the related expenses) thereafter.

Disbursement Assumptions

- N. **Payroll (Salaries & Taxes):** Represents employee costs which are driven by headcount and inflation assumptions. Projected to grow by 5% in 2025 due to filling budgeted 2024 positions.

There is not expected to be any further growth in salaries in 2026 followed by a 3% growth rate thereafter.

- O. **Payroll (Vendors):** Consists primarily of ADP and unemployment insurance payments to the state. These expenses are expected to remain flat in 2025 and 2026, and grow by 3% thereafter.
- P. **Professional Fees & Contractors:** Includes the day-to-day contractors used by the Debtor with some providing additional support due to the bankruptcy process. On exit, the ordinary course professional fees are expected to drop by approximately 44% in 2025, and a further 52% in 2026, followed by a 3% growth rate thereafter.
- Q. **Bishop's Appeal Rebate:** Consists of a rebate that is paid to all parishes that surpass their Bishop's Appeal goal in a given year. This is expected to drop by 24% in 2025, remain flat in 2026, and grow by 3% thereafter.
- R. **Facilities – Cathedral:** Consists of the Debtor's rent expense through the Effective Date and full operating costs thereafter once the Debtor becomes the owner of the facility. It is expected to initially drop in 2025 due to cost cutting efforts, partially offset by including the full Cathedral facility expense after the Effective Date for a net reduction of 14%, then increase 13% in 2026 with a 3% growth rate thereafter.
- S. **Facilities – Other:** Consists of property expenses for other facilities owned by the Debtor. These expenses are projected to remain flat in 2025 and 2026 and grow by 3% thereafter.
- T. **Insurance (Direct Pmt):** Consists of the total cost of the centralized insurance program, which is expected to grow by 4% in 2025, 6% in 2026, and 3% thereafter.
- U. **Clergy Retirement:** Represents clergy pension plan payments, health benefits, and housing. These expenses are expected to remain at approximately \$1.5 million in 2025 and 2026, and grow by 3% thereafter.
- V. **Other Clergy Costs:** Includes Clergy immigration support, retreats, and other Clergy support related expenses, which are expected to remain flat in 2025 and 2026 and grow by 3% thereafter.
- W. **Postage and Printing:** Projected to remain flat in 2025 and 2026 and grow by 3% thereafter.
- X. **Program, Ministry & Other:** Includes non-personnel departmental expenses, and will be subject to cost cutting initiatives in 2025 with an expected reduction of 4.0%. Those expense levels are expected to hold flat in 2026 and grow by 3% thereafter.
- Y. **Other Mission Related:** Include other related expenses such as the Diocesan magazine publication. Cost cutting efforts are assumed to reduce this expense by approximately 22% in 2025, hold flat in 2026, with inflationary (3%) growth projected in 2027 and thereafter.
- Z. **Second Collections (Pass-through) – Pmt:** Expected to match the Second Collections (Pass-through) – Receipts in the long term.

Non-Operating Revenues/(Disbursements)

- AA. **Pre-Petition RCC Term Loan Draws / (Repayments):** Consists of the interest and principal payments due to RCC for the approximately \$26.0 million pre-petition loan. Due to the bankruptcy,

the payment schedule has been reduced to interest only during the bankruptcy period. It is expected that the Debtor will be required to make the default (3%) interest payments as well as principal payments frozen during bankruptcy upon exiting bankruptcy. Going forward the loan is expected to continue on the same debt service schedule that was set up pre-bankruptcy for approximately \$1.9 million in debt service per annum.

- BB. **RCC BK Exit Loan Draws / (Repayments):** Consists of a \$55.0 million loan/draw to fund a portion of the \$63.0 million payment into the Settlement Trust. This loan will be interest only with the interest being capitalized/reserved for the first 36 months. The loan bears an interest rate of 6.5%, and has a 10-year term with a 12-year amortization with required principal payments of \$5.0 million in year 4, \$6.0 million in year 6 and \$7.5 million in year 8.
- CC. **Parochial Fund Loan Draws / (Repayments):** Consists of the \$35.0 million loan funded in 2023. In accordance with the Plan, interest payments will not be made on this loan. Payments will commence on or before 10 years after the Effective Date, and the loan will be fully repaid within 30 years after the Effective Date.
- DD. **Building & Land Sales:** Property sales are what will ultimately fund the majority of the Settlement Trust and debts accrued. It is projected that the Debtor will receive net proceeds of \$10.0 million in 2026 and 2027, \$15.0 million in 2028, \$23.0 million in 2029, and \$8.2+ million thereafter until the RCC BK Exit Loan is repaid.
- EE. **Settlement Trust Payments:** Per the Plan, the Debtor will pay \$63.0 million on the Effective Date and \$10.0 million per annum for the next four years for a total payment to the Settlement Trust of \$103.0 million. These payments exclude the value for the assignment of the Livermore property and any agreed to payments from insurance or other non-Debtor entities.
- FF. **Non-Recurring:** Consists of one-time payments that are not expected to recur. It is forecasted that CCCEB will repay approximately \$4.5 million of its loan to the Debtor in December 2024, and that the Debtor will use \$10.6 million from the Long-Term Care for Priests fund (\$8.2 million) as well as the SERP funds (\$2.4 million) to help fund the Professionals' Chapter 11 expenses and the \$65.0 million initial Settlement Trust payment.
- GG. **Professional Fees:** Includes all of the Chapter 11 professional fees, which are expected to end with full payment on the Effective Date.

Projected Cash Flows

The following table summarizes the Cash Flow Forecast for the Debtor. The Cash Flow Forecast should be reviewed with the accompanying notes.

(\$ in Millions)		Annual							
		Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Notes		FY23F	FY24F	FY25F	FY26F	FY27F	FY28F	FY29F	FY30F
Receipts									
Parish Assessment	A	\$ 6.4	\$ 7.1	\$ 7.4	\$ 7.1	\$ 7.2	\$ 7.3	\$ 7.3	\$ 7.4
Bishop's Annual Appeal	B	3.0	2.5	2.5	2.5	2.6	2.7	2.7	2.8
Gifts & Grants	C	0.2	0.3	0.3	0.3	0.3	0.3	0.3	0.3
CTN Grant	D	3.0	2.1	2.1	2.1	2.2	2.2	2.3	2.4
CMS Contribution	E	0.8	1.4	0.7	0.7	0.8	0.8	0.9	0.9
Ministry Departmental Revenue	F	1.8	1.7	1.7	1.7	1.8	1.8	1.9	2.0
Cemetery Rent	G	3.6	3.1	2.8	2.9	3.0	3.1	3.2	3.3
Other Rent	H	0.3	0.4	0.2	-	-	-	-	-
Insurance (Reimbursement)	I	24.7	27.3	29.9	31.7	32.7	33.7	34.7	35.7
Parochial Fund Management Fee	J	-	1.2	0.7	0.7	0.7	0.7	0.7	0.8
Cathedral Rental Income	K	-	-	0.4	0.7	0.7	0.8	0.8	0.8
Other Receipts	L	1.9	1.0	0.2	0.2	0.2	0.2	0.2	0.2
Second Collections (Pass-through) - Receipt	M	1.2	1.0	0.7	0.7	0.7	0.7	0.7	0.7
Subtotal Receipts		\$ 46.8	\$ 49.0	\$ 49.6	\$ 51.4	\$ 52.8	\$ 54.3	\$ 55.8	\$ 57.3
Disbursements									
Payroll (Salaries & Taxes)	N	\$ (5.2)	\$ (5.4)	\$ (5.6)	\$ (5.6)	\$ (5.8)	\$ (6.0)	\$ (6.2)	\$ (6.3)
Payroll (Vendors)	O	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)
Professional Fees & Contractors	P	(1.8)	(2.2)	(1.3)	(0.6)	(0.6)	(0.6)	(0.7)	(0.7)
Bishop's Appeal Rebate	Q	(0.4)	(0.3)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.3)
Facilities - Cathedral	R	(3.5)	(3.8)	(3.3)	(3.7)	(3.8)	(4.0)	(4.1)	(4.2)
Facilities - Other	S	(0.8)	(0.4)	(0.4)	(0.4)	(0.4)	(0.5)	(0.5)	(0.5)
Insurance (Direct Pmt)	T	(26.3)	(29.7)	(30.8)	(32.7)	(33.7)	(34.7)	(35.7)	(36.8)
Clergy Retirement	U	(1.4)	(1.5)	(1.5)	(1.5)	(1.6)	(1.6)	(1.7)	(1.7)
Other Clergy Costs	V	(0.1)	(0.4)	(0.4)	(0.4)	(0.4)	(0.4)	(0.4)	(0.4)
Postage & Printing	W	(0.8)	(0.6)	(0.6)	(0.6)	(0.6)	(0.7)	(0.7)	(0.7)
Program, Ministry & Other	X	(1.8)	(1.2)	(1.1)	(1.1)	(1.1)	(1.2)	(1.2)	(1.2)
Other Mission Related	Y	(1.2)	(1.3)	(1.0)	(1.0)	(1.1)	(1.1)	(1.1)	(1.2)
Second Collections (Pass-through) - Pmt	Z	(0.7)	(1.0)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)
Subtotal Operating Disbursements		\$ (44.1)	\$ (47.9)	\$ (47.1)	\$ (48.8)	\$ (50.2)	\$ (51.7)	\$ (53.3)	\$ (54.8)
Operating Cash Flow		\$ 2.8	\$ 1.1	\$ 2.5	\$ 2.6	\$ 2.6	\$ 2.6	\$ 2.5	\$ 2.5
Non-Operating, BK Related									
Pre-Petition RCC Term Loan Draws/(Repayments)	AA	\$ (1.6)	\$ (1.4)	\$ (4.4)	\$ (1.9)	\$ (1.9)	\$ (1.9)	\$ (1.9)	\$ (1.9)
RCC BK Exit Loan Draws/(Repayments)	BB	-	-	55.0	-	-	(4.8)	(13.2)	(8.2)
Parochial Fund Loan Draws/(Repayments)	CC	35.0	-	-	-	-	-	-	-
Building & Land Sales	DD	-	-	-	10.0	10.0	15.0	23.0	8.2
Settlement Trust Payments	EE	-	-	(63.0)	(10.0)	(10.0)	(10.0)	(10.0)	-
Non-Recurring	FF	0.8	5.2	10.6	-	-	-	-	-
Subtotal Non-Operating Activity		\$ 34.2	\$ 3.8	\$ (1.8)	\$ (1.9)	\$ (1.9)	\$ (1.7)	\$ (2.1)	\$ (1.9)
Professional Fees	GG	\$ (18.3)	\$ (16.5)	\$ (8.4)	\$ -	\$ -	\$ -	\$ -	\$ -
Other BK Items		-	-	-	-	-	-	-	-
Subtotal BK Related Items		\$ (18.3)	\$ (16.5)	\$ (8.4)	\$ -	\$ -	\$ -	\$ -	\$ -
Net Cash Flow		\$ 18.6	\$ (11.7)	\$ (7.8)	\$ 0.7	\$ 0.7	\$ 0.9	\$ 0.5	\$ 0.6
Beginning Book Cash		\$ 10.6	\$ 29.3	\$ 17.6	\$ 9.9	\$ 10.5	\$ 11.2	\$ 12.1	\$ 12.6
Voided Checks		0.1	-	-	-	-	-	-	-
Net Cash Flows		18.6	(11.7)	(7.8)	0.7	0.7	0.9	0.5	0.6
Ending Book Cash		\$ 29.3	\$ 17.6	\$ 9.9	\$ 10.5	\$ 11.2	\$ 12.1	\$ 12.6	\$ 13.2

EXHIBIT D

LOAN TERM SHEET

**THE ROMAN CATHOLIC BISHOP OF OAKLAND
SUMMARY OF PROPOSED FINANCING TERMS
NOVEMBER [], 2024**

Set forth below is a Summary of Terms and Conditions for a proposed \$55,000,000 secured term loan from the Roman Catholic Cemeteries of The Diocese of Oakland (“**RCC**” or “**Lender**”) to the Roman Catholic Bishop of Oakland (“**RCBO**” or “**Borrower**”), the proceeds of which would be used to fund Borrower’s exit from its Chapter 11 case as more fully set forth below.

The following terms and conditions are for discussion purposes only and do not constitute a commitment or agreement on behalf of RCC.

I. PARTIES

- A. Borrower:** The Roman Catholic Bishop of Oakland.
- B. Lender:** The Roman Catholic Cemeteries of The Diocese of Oakland.

II. CREDIT FACILITY

- A. Closing Date:** On the effective date of Borrower’s plan of reorganization (the “**Closing Date**”); provided all of the conditions set forth in this Term Sheet shall have been satisfied by such date.

B. Credit Facility:

Type and Amount: \$55,000,000 term loan (the “**Term Loan**” or the “**Credit Facility**”).

Maturity Date: 10 years from Closing Date.

Interest Accrual Period: 3 years; accrued interest to be capitalized semi-annually

Term Loan

Amortization: 12-year mortgage style amortization starting after the Interest Accrual Period with all outstanding remaining principal and interest coming due in full on the Maturity Date.

- C. Use of Proceeds:** Proceeds will be used on the Closing Date to fund Borrower’s exit from its Chapter 11 case.

III. CERTAIN PAYMENT PROVISIONS

- A. Fees:** RCBO will pay all lender transaction fees as detailed below.

B. Interest Rates: The loan will bear interest at a fixed rate of 6.5% per annum, with a 3.0% default rate.

C. Voluntary Prepayments: Loan may be partially or fully prepaid at any time, without penalty or premium.

D. Mandatory Prepayments: The Loan principal in the following amounts will be due at the end of the corresponding year:

- i) Year 4 - \$5 million;
- ii) Year 6 - \$6 million; and
- iii) Year 8 - \$7.5 million.

Any voluntary repayments made by Borrower from time to time (including, without limitation, payments at the end of Year 4, Year 6 or Year 8 in excess of the amounts set forth above) shall reduce subsequent payment required under this section on a dollar-for-dollar basis.

IV. COLLATERAL The Credit Facility will be secured by one or more real estate properties by the RCBO with a loan to value not to exceed 75% of appraised value (collectively, the “Collateral”). Borrower may remove Collateral only with the consent of Lender.

V. RIGHT OF SETOFF Upon an event of default, Lender will have the right to set off obligations owed by Lender to Borrower against Borrower’s obligations under the Credit Facility.

VI. CREDIT DOCUMENTATION

A. Representations and Warranties: Usual and customary for facilities of this type, including but not limited to existence, qualification and power; compliance with laws; corporate authorization and no contravention; tax-exempt status; governmental authorization; binding effect; ability to obtain assets through public appeal; financial statements; no material adverse change; absence of litigation; absence of default; ownership of property; absence of liens; environmental compliance; ERISA compliance; full disclosure; compliance with laws; solvency; payment of taxes; anti-corruption and anti-terrorism laws.

B. Conditions Precedent to Closing and Funding: As set forth on Annex 1.

D. Affirmative

Covenants: Usual and customary for facilities of this type, including but not limited to the following (with exceptions, materiality and other qualifications to be agreed upon): preservation of corporate existence, rights and authority; payment of liabilities and taxes; maintenance of insurance; maintenance of properties and equipment; visitation rights; maintenance of books and records; compliance with laws; covenant to raise income by public appeal; and further assurances with respect to Collateral (including but not limited to compliance with requests with respect to lien matters).

E. Reporting Requirements: Usual and customary for facilities of this type, including but not limited to annual audited financial statements within 180 days after each fiscal year; semi-annual unaudited financial statements within 60 days of second fiscal quarter; semi-annual officer's certificates certifying financial statements and setting forth certain required financial information; notice of certain material events.

F. Negative Covenants: Usual and customary for facilities of this type, including but not limited to the following (with exceptions, materiality and other qualifications to be agreed upon): limitations on: additional indebtedness; additional liens; additional guaranties; additional investments and loans; non-tax dividends, distributions, and net repayments of subordinated indebtedness; liquidations, mergers, consolidation and acquisitions; asset divestitures; affiliate transactions; creation of joint ventures or subsidiaries; change in business; change in fiscal year; tax-exempt organizations; issuance of stock.

G. Financial Covenant: Fixed Charge Coverage Ratio
Borrower shall not permit the Fixed Charge Coverage Ratio, calculated as of the end of the then ending fiscal year, to be less than: **1.00:1.00**

H. Events of Default: Usual and customary for facilities of this type, including but not limited to the following (with exceptions, materiality and other qualifications to be agreed upon): payment default; breach of representations and warranties; violation of covenants; cross default to other debt; final judgments and orders; unenforceability of the definitive credit documentation; uninsured losses and proceedings against Collateral; ERISA; change of control; bankruptcy; and insolvency.

I. Miscellaneous Provisions:

Expenses: Borrower shall pay all of Lender's costs and expenses associated with the preparation, due diligence, administration, and enforcement of all documentation executed in connection with the Credit Facility, including, without limitation, the reasonable legal fees of counsel to Lender, regardless of whether or not the Credit Facility closes.

Indemnification: Borrower shall indemnify and hold harmless Lender and each of its affiliates

and each of their respective officers, directors, employees, advisors and agents (each an “**Indemnified Person**”) from and against (and will reimburse each Indemnified Person as the same are incurred for) any and all losses, claims, damages, liabilities, costs and expenses (including without limitation reasonable fees and reasonable expenses of legal counsel), joint or several, which may be incurred by or asserted or awarded against any Indemnified Person (including, without limitation, in connection with any investigation, litigation or other proceeding or preparation of a defense in connection therewith), in each case arising out of or in connection with this Term Sheet, or any other transaction contemplated by any of the foregoing, except to the extent such claim, damage, loss, liability, cost or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Person’s own gross negligence or willful misconduct. In addition, no Indemnified Person shall be liable for any special, indirect, consequential or punitive damages in connection with the Credit Facility.

Other: Each of the parties shall waive its right to a trial by jury and shall submit to California jurisdiction.

Governing Law: State of California

Lender’s Counsel: Norton Rose Fulbright US LLP

Roman Catholic Bishop of Oakland

By: Attila Bardos
Name: ATTILA BARDOS
Title: CFD RCB
Date: 11/7/24

**Roman Catholic Cemeteries of
the Diocese of Oakland**

By: Robert Seelig
Name: Robert Seelig
Title: Chief Executive Officer
Date: 11/7/2024

Annex 1
Conditions Precedent to Closing and Funding

Shall consist of the following all satisfactory to Lender:

- a) Officer's certificate for Borrower as to accuracy of representations and warranties, compliance with covenants, absence of an Event of Default or Potential Event of Default, absence of a Material Adverse Change, and pro forma Fixed Charge Coverage Ratio of no less than 1.00 to 1.00;
- b) Secretary's certificate for Borrower containing certified resolutions, incumbency certificate and corporate documents;
- c) Negotiation, execution and delivery of all definitive organizational and financing documents, to include a credit agreement, deeds of trust and other legal documentation, and evidence of filing of all deeds of trust;
- d) Delivery of MAI or ASA appraisals evidencing the 75% LTV
- e) Delivery of legal opinion(s) of counsel as to commercial law; canon law;
- f) Evidence of insurance;
- g) Lien searches and title work;
- h) ERISA and labor matters affecting Borrower and subsidiaries;
- i) Payment of all fees and expenses subject to reimbursement;
- j) Order of the bankruptcy court confirming the Borrower's plan of reorganization in form and substance satisfactory to Lender and Borrower;
- k) Occurrence of the effective date of the Borrower's plan of reorganization;
- l) Any other orders of the bankruptcy court as may be necessary to effectuate the Borrower's reorganization and effectiveness of Borrower's plan of reorganization; and
- m) Other information as reasonably requested.

EXHIBIT E

RCWC FUNDING COMMITMENT

THE ROMAN CATHOLIC WELFARE CORPORATION of OAKLAND

2121 Harrison Street, Suite 100 ● Oakland, California 94612 ● (510) 628-2166

From: Andrew Currier, Ph.D., President, The Roman Catholic Welfare Corporation of Oakland

Subject: RCWC Contribution, March 17, 2025

The Roman Catholic Welfare Corporation (“RCWC”) respectfully submits that it shall make a cash contribution to the Survivors’ Trust (as such term is defined the Debtor’s plan of reorganization, as amended) in the total dollar amount of \$28,500,000 (the “RCWC Contribution”). The RCWC Contribution will be submitted in exchange for the Committee securing a third-party release from Class 4 Claims and Class 5 Claims who have asserted liability against RCWC in connection with an Abuse Claim (“RCWC Claimants”). If less than 100% of all RCWC Claimants grant RCWC a release pursuant to Section 13.9 of the Plan, then the RCWC Contribution, and each of its installments set forth in this Section 9.3.2.2, shall be reduced by a percentage proportional to the percentage of RCWC Claimants who opt out of granting RCWC such release. The cadence for the payments shall be funded as follows: \$2,000,000 on the Effective Date, \$4,000,000 on the date that is one year after the Effective Date, \$4,000,000 on the date that is two years after the Effective Date, \$6,000,000 on the date that is three years after the Effective Date, \$6,000,000 on the date that is four years after the Effective Date and \$6,500,000 on the date that is five years after the Effective Date; provided, however, if less than 100% of all RCWC Claimants grant RCWC a release pursuant to the Plan, then the RCWC Contribution shall be reduced by a percentage proportional to the percentage of RCWC Claimants who opt out of granting RCWC such release.

Respectfully submitted on behalf of the Roman Catholic Welfare Corporation Board of Directors,



Dr. Andrew Currier, President
The Roman Catholic Welfare Corporation of Oakland

CC:
Mr. Ryan Manns

EXHIBIT F

SURVIVORS' TRUST DOCUMENTS

RCBO SURVIVORS' TRUST AGREEMENT

DATED AS OF [●], 20XX

PURSUANT TO THE CHAPTER 11 PLAN OF REORGANIZATION FOR

THE ROMAN CATHOLIC BISHOP OF OAKLAND, CORPORATION SOLE

TABLE OF CONTENTS

ROMAN CATHOLIC BISHOP OF OAKLAND, CALIFORNIA
SURVIVORS' TRUST AGREEMENT

This trust agreement (this “**Survivors’ Trust Agreement**”) is made and entered into by and between The Roman Catholic Bishop of Oakland, a California corporation sole (the “**Debtor**” or “**RCBO**”) and [NAME of TRUSTEE] (the “**Survivors’ Trustee**”) pursuant to the *Debtor’s Third Amended Plan of Reorganization* dated March 17, 2025 (together with all amendments, exhibits, supplements, and schedules thereto, the “**Plan**”) filed in the Debtor’s chapter 11 bankruptcy case, Case No. 23-40523 WJL (the “**Chapter 11 Case**”), pending before the United States Bankruptcy Court for the Northern District of California, Oakland Division (the “**Bankruptcy Court**”). Unless otherwise stated in this Survivors’ Trust Agreement, capitalized terms used in this Survivors’ Trust Agreement shall have the meanings ascribed to them in the Plan, the Confirmation Order (defined below), and/or title 11 of the United States Code (the “**Bankruptcy Code**”).

RECITALS

A. On the Petition Date, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. On November 8, 2024, the Debtor submitted the Plan, as subsequently modified and/or amended, to the Bankruptcy Court. The Plan contemplates the creation of the Survivors’ Trust described herein and the transfer and assignment to the Survivors’ Trust of the Survivors’ Trust Assets by the Debtor and certain Contributing Non-Debtor Catholic Entities.

C. The Bankruptcy Court entered an order confirming the Plan (the “**Confirmation Order**”) on [●], 20XX, granting the Plan full force and effect.

D. Pursuant to the Plan and Confirmation Order, the Survivors’ Trustee is to use the Survivors’ Trust Assets to pay Class 4 Claims and Class 5 Claims (“**Abuse Claims**”) and carry out the purpose of the Plan, among other obligations set forth herein. The Survivors’ Trust Assets (as defined in Section 1.1.103 of the Plan) shall be transferred to and vested in the Survivors’ Trust free and clear of all liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the Channeled Claims and as provided in Section 13.12 of the Plan.

E. Effective as of the Effective Date of the Plan, the Survivors’ Trust is established for the benefit of the Beneficiaries of the Survivors’ Trust (each defined below) and is intended to qualify as a “qualified settlement fund” within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) and Sections 1.468B-1 to -5 of the regulations promulgated under the Tax Code (the “**Treasury Regulations**”).

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and provisions in the Plan, and other good and valuable consideration, the recipient and sufficiency of which are hereby acknowledged and affirmed, it is agreed as follows:

ARTICLE 1. AGREEMENT OF TRUST

1.1 **Creation and Name.** Effective as of the Effective Date of the Plan, the Debtor and certain Contributing Non-Debtor Catholic Entities as Settlers hereby create this Survivors' Trust known as the "RCBO Survivors' Trust," which is the Survivors' Trust provided for and referred to in the Plan. The Survivors' Trustee may transact business and affairs of the Survivors' Trust in the name of the RCBO Survivors' Trust and references herein to the Survivors' Trust shall include the RCBO Survivors' Trust and the Survivors' Trustee acting on its behalf. It is the intention of the parties hereto that the Survivors' Trust created hereby constitutes a statutory trust under the California Probate Code and that the Confirmation Order, the Plan, and this Survivors' Trust Agreement, including the Exhibits hereto, which includes the Survivors' Trust Distribution Plan attached hereto as Exhibit 1 (collectively the "**Survivors' Trust Documents**"), constitute the governing instrument of the Survivors' Trust. The Survivors' Trustee is hereby authorized and directed to execute and file a Certificate of Survivors' Trust with the California Secretary of State. In the event of any inconsistency between the Plan and the Survivors' Trust Agreement, or the Survivors' Trust Distribution Plan the terms of the Plan shall govern.

1.2 **Purpose.** The purpose of the Survivors' Trust is to assume all liability for the Abuse Claims pursuant to the Channeling Injunction, and assume responsibility for preserving, managing, and distributing Survivors' Trust Assets to Abuse Claimants in accordance with the Survivors' Trust Documents. In doing so, the Survivors' Trust shall hold, manage, protect, and monetize the Survivors' Trust Assets (as defined in Section 1.1.103 of the Plan) in accordance with the terms of the Survivors' Trust Documents for the benefit of the Beneficiaries (defined below). For the avoidance of doubt, all Abuse Claims asserted against the Debtor in the Bankruptcy Proceeding shall be resolved exclusively in accordance with the Survivors' Trust Documents.

1.3 **Transfer of Survivors' Trust Assets.** Pursuant to the Plan and Confirmation Order, and upon the Effective Date, the Debtor and Contributing Non-Debtor Catholic Entities shall irrevocably transfer, absolutely grant, assign, convey, set over, and deliver to the Survivors' Trust at all times as set forth in the Plan, all of the their rights, titles and interests in and to the Survivors' Trust Assets in accordance with the Plan to be held in trust and for the uses and purposes stated in the Plan. The Survivors' Trustee is hereby authorized to file with the proper governmental authorities any and all documents necessary or helpful to establish the Survivors' Trust as of the Effective Date of the Plan. The Debtor shall execute and deliver such documents to the Survivors' Trust as the Survivors' Trustee reasonably requests to transfer and assign any assets comprising of all or a portion of the Survivors' Trust Assets.

1.4 **Irrevocability.** The Survivors' Trust shall be irrevocable. The Debtor shall not alter, amend, revoke, or terminate the Survivors' Trust. The Debtor shall have no power or authority to direct the Survivors' Trustee to return any of the Survivors' Trust Assets to the Debtor except as otherwise stated herein with respect to Excess Assets. Nothing in this Agreement shall diminish the Survivors' Trust's obligation to pay the Contributing Non-Debtor Catholic Entities' Post-Effective Date Costs pursuant to the Plan.

1.5 ***Acceptance of Assets and Assumption of Liabilities.***

1.5.1 In furtherance of the purpose of the Survivors' Trust, the Survivors' Trustee hereby accepts the role of trustee of the Survivors' Trust and accepts the transfer, grant, assignment, conveyance, set over, and delivery of the Survivors' Trust Assets to the Survivors' Trust, subject to the terms and conditions set forth herein. The Survivors' Trust shall succeed to all of the Debtor's and Contribution Non-Debtor Catholic Entities' respective right, title, and interest, including all legal privileges, in the Survivors' Trust Assets and neither the Debtor nor any other person or entity transferring such Survivors' Trust Assets will have any further equitable or legal interest in, or with respect to, the Survivors' Trust Assets, except with respect to Excess Assets.

1.5.2 Except as otherwise provided in the Plan, the Survivors' Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as Claims that the Debtor has or would have had under applicable law.

1.5.3 In furtherance of the purposes of the Survivors' Trust, the Survivors' Trustee, on behalf of the Survivors' Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Survivors' Trust Assets to the Beneficiaries. The Abuse Claims of the Beneficiaries will be evaluated by the Abuse Claims Reviewer in accordance with the Survivors' Trust Distribution Plan, which is attached hereto as Exhibit 1.

1.5.4 The Survivors' Trustee shall have all of the rights, powers, and duties set forth in the Plan and this Survivors' Trust Agreement, and available under applicable law, for accomplishing the purposes of the Survivors' Trust. The Survivors' Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the applicable provisions of the Plan, the purpose of the Survivors' Trust, and applicable law. The Survivors' Trustee shall have the authority to bind the Survivors' Trust within the limitations set forth in this Survivors' Trust Agreement, but shall be acting in the capacity as Survivors' Trustee, and not individually, for all purposes contained in this Survivors' Trust Agreement.

1.5.5 No provision herein or in the Survivors' Trust Distribution Plan shall be construed or implemented in a manner that would cause the Survivors' Trust to fail to qualify as a "qualified settlement fund" under the Tax Code and Treasury Regulations.

1.5.6 Nothing in this Survivors' Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or other terms of the Plan or Confirmation Order.

1.5.7 All Survivors' Trust expenses and all liabilities of the Survivors' Trust with respect to the Beneficiaries shall be payable solely by the Survivors' Trustee out of the Survivors' Trust Assets.

1.5.8 The proceeds of any recoveries from any litigation or claims of the Survivors' Trust will be deposited in the Survivors' Trust's accounts and become the property of the Survivors' Trust.

1.6 ***Privileged and Confidential Information.*** The transfer or assignment of any Privileged Information to the Survivors' Trustee, if any, pursuant to the Plan shall not result in the

destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any privileges: (a) they are transferred to or contributed for the sole purpose of enabling such Survivors' Trustee to perform his or her duties to administer the Survivors' Trust and for no other reason, (b) they are vested solely in the Survivors' Trustee and not in the Survivors' Trust, the representatives of the Abuse Claimants, the Survivors' Trust Advisory Committee or any other Entity, committee or subcomponent of the Survivors' Trust, or any other Entity (including counsel and other professionals) who has been engaged by, represents or has represented any holder of an Abuse Claim, (c) they shall be preserved and not waived, and (d) no privileged information shall be publicly disclosed by the Survivors' Trustee or the Survivors' Trust or communicated to any Entity not entitled to receive such information or in a manner that would diminish the protected status of any such information. Notwithstanding the foregoing, nothing herein shall preclude the Survivors' Trustee from providing information received pursuant to this section to any Insurer as necessary to preserve, secure, or obtain the benefit of the Insurance Recoveries.

1.7 **Relation-back Election.** The Survivors' Trustee and the Debtor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Survivors' Trust as coming into existence as a settlement fund as of the earliest possible date.

1.8 **Employer Identification Number.** Upon establishment of the Survivors' Trust, the Survivors' Trustee shall apply for an employer identification number for the Survivors' Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

1.9 **Relationship to Plan.** The principal purpose of this Survivors' Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order and therefore, this Survivors' Trust Agreement incorporates the provisions of the Plan and the Confirmation Order (which may amend or supplement the Plan). To the extent that there is conflict between the provisions of this Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Survivors' Trust Agreement; and (4) the Survivors' Trust Distribution Plan.

1.10 **Beneficiaries.** The beneficiaries of the Survivors' Trust are Holders of Class 4 Abuse Claimants and Class 5 Unknown Abuse Claims under the Plan (the "**Beneficiaries**").

ARTICLE 2. CORPUS OF THE TRUST

2.1 **Survivors' Trust Composition.** The Survivors' Trust Assets shall include all property transferred to the Survivors' Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation, all rights of every kind, nature, and description transferred to the Survivors' Trust Pursuant to the Plan.

2.2 **Transfer to the Survivors' Trust.** Upon the Effective Date, pursuant to the Plan and Confirmation Order, title to and all rights and interests in the Survivors' Trust Assets shall be transferred to the Survivors' Trust free and clear of all Liens, claims, encumbrances or Interests of any kind in the Survivors' Trust Assets of any other Person (including all Liens, claims,

encumbrances or Interests of creditors of the Debtor) in accordance with sections 1123, 1141, and 1146(a) of the Bankruptcy Code, except as otherwise

2.3 ***Survivors' Trustee's Right to Title and Interest in the Survivors' Trust Assets.*** Upon the transfer of the Survivors' Trust Assets, the Survivors' Trust succeeds to all of the Debtor, Contribution Non-Debtor Catholic Entities, and the Estate's right to and title and interest in the Survivors' Trust Assets, and the Debtor and the Estate shall have no further right to, or title or Interest in or with respect to, the Survivors' Trust Assets or the Survivors' Trust, except as provided in this Survivors' Trust Agreement, the Plan, or the Confirmation Order.

2.4 ***No Tax on Transfers to Survivors' Trust.*** Pursuant to section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Survivors' Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Survivors' Trust or receipt or disposition/sale of assets by the Survivors' Trust contemplated by the Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

2.5 ***Spendthrift Provision.*** To the fullest extent permitted by law and Channeling Injunction, neither the principal nor income of the Survivors' Trust, in whole or in part, shall be subject to (a) any legal or equitable claims of creditors of any Beneficiary or others, (b) legal process, or (c) voluntary or involuntary transfer, assignment, anticipation, pledge, or other form of alienation or encumbrance except as may be ordered by the Bankruptcy Court.

2.6 ***The Survivors' Trust Corpus.*** The entirety of the Survivors' Trust's corpus shall be available to pay the Beneficiaries and authorized expenses. The Survivors' Trust's corpus shall be allocated, administered, and distributed as provided in the Survivor Trust Documents.

2.7 ***Unknown Abuse Claims Reserve.*** \$5,000,000 of the Survivors' Trust Assets shall be set aside in a reserve fund owned by the Survivors' Trust for Unknown Abuse Claims pursuant to the Plan (the "**Unknown Abuse Claims Reserve**"). The payments to holders of Unknown Abuse Claims shall be made in accordance with the Survivors' Trust Distribution Plan. The Unknown Abuse Claims Reserve will be in accordance with the Plan and Survivors' Trust Distribution Plan. After the Unknown Claims Reserve Establishment Period terminates, to the extent there are any remaining funds after payment to all Unknown Abuse Claims pursuant to the Survivors' Trust Distribution Plan, such remaining funds shall be retained by the Survivors' Trust, with no further restrictions on the Survivors' Trust's use of such funds except for the general restrictions on use of Survivors' Trust Assets provided for herein. For the avoidance of doubt, the Unknown Abuse Claims Reserve are also considered Survivors' Trust Assets and the Holders of Class 5 Unknown Abuse Claims shall be treated as Beneficiaries of the Survivors' Trust to the extent otherwise provided in the Survivors' Trust Documents. The Unknown Abuse Claims Reserve funds shall be distributed as specifically provided for in the Survivors' Trust Distribution Plan.

ARTICLE 3. POWERS, DUTIES, AND TRUST ADMINISTRATION

3.1 ***Powers.*** The Survivors' Trustee shall have, in addition to any other powers and duties conferred on the Survivors' Trustee by applicable trust law (to the extent not inconsistent

with applicable bankruptcy law, the Plan, and the Confirmation Order) and the Survivors' Trust Documents, the following powers and duties:

3.1.1 The Survivors' Trustee is and shall act as the fiduciary to the Survivors' Trust in accordance with the provisions of this Survivors' Trust Agreement. The Survivors' Trustee shall have the power to take any and all actions that in the judgment of the Survivors' Trustee are necessary or advisable to fulfill the purpose of the Survivors' Trust, including, without limitation, each power expressly granted in this Section 3.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of California.

3.1.2 To act as a custodian of, and to receive, control, manage, liquidate, monetize, and dispose of, all Survivors' Trust Assets for the benefit of the Beneficiaries as the Survivors' Trustee deems appropriate to accomplish the purpose of the Survivors' Trust, in accordance with the Survivors' Trust Documents and the Survivors' Trust's purpose. The Survivors' Trustee may sell, transfer, or exchange any or all of the Survivors' Trust Assets at such prices and upon such terms as the Survivors' Trustee may determine proper and consistent with other terms of the Survivors' Trust Documents.

3.1.3 To abandon any property which the Survivors' Trustee reasonably determines to be of *de minimus* value or of more burden than the value of the Survivors' Trust.

3.1.4 To protect and enforce the rights in and to the Survivors' Trust Assets under the Plan. This includes, but is not limited to, resolving all applicable lien resolution matters.

3.1.5 To enter into leasing, financing, or other contracts in the course of administering the Survivors' Trust Assets under the Plan.

3.1.6 To open and maintain bank accounts on behalf of the Survivors' Trust, to deposit funds in the bank accounts, and draw checks on the bank accounts, as appropriate under the Plan. Notwithstanding anything herein to the contrary, the Survivors' Trustee may open and maintain bank accounts on behalf of the Survivors' Trust after the date the Confirmation Order is entered but prior to the Effective Date.

3.1.7 To obtain all reasonably available insurance coverage with respect to any property that is, or may in the future become, a Survivors' Trust Asset.

3.1.8 To appoint such officers and retain such employees, consultants, advisors, independent contractors, experts, and agents to engage in such legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Survivors' Trust requires, and delegate to such persons such powers and authorities as this Survivors' Trust Agreement provides or the fiduciary duties of the Survivors' Trustee permits and as the Survivors' Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Survivors' Trust Agreement.

3.1.9 To incur on behalf of the Survivors' Trust, and pay from the assets of the Survivors' Trust, all fees, costs, and expenses of administering the Survivors' Trust as provided in the Survivors' Trust Documents. These fees, costs, and expenses can include, but are not limited to: (a) the fees of bankruptcy claims and/or distribution agents, (b) the fees and costs of

professionals employed by the Survivors' Trustee (the "**Professionals**"), including without limitation, the Abuse Claims Reviewer, investment advisors, accountants, managers, attorneys-at-law, actuaries, or auditors, (c) the premiums charged by insurers, including without limitation, professional liability insurers, and (d) any other operating expenses incurred in accordance with the Survivors' Trust Documents ("**Survivors' Trust Operating Expenses**").

3.1.10 In accordance with the evaluation of the Abuse Claim Reviewer under the Survivors' Trust Distribution Plan, to make distributions, in accordance with the Survivors' Trust Distribution Plan, to Beneficiaries who have provided signed copies of all Releases as required by the Plan.

3.1.11 In the Survivors' Trustee's discretion, to rely on the authenticity of the signature of the Abuse Claim Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Abuse Claim Reviewer in the administration of the Survivors' Trust Distribution Plan and assessment of the Abuse Claims without any verification or confirmation.

3.1.12 In the Survivors' Trustee's discretion, as a party in interest, to seek enforcement of any provisions in the Plan or Confirmation Order pertaining to the Survivors' Trust.

3.1.13 To retain any attorney-at-law, consultant, expert, accountant, investment advisor, bankruptcy management company, or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Survivors' Trust and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence. The Survivors' Trustee may enter into such other arrangements with any other third parties as are deemed by the Survivors' Trustee to be useful in carrying out the purpose of the Survivors' Trust, provided such arrangements do not conflict with any other provisions of the Survivors' Trust Documents. For the avoidance of doubt, these individuals are also considered Professionals.

3.1.14 To sue, be sued, and participate, as a party or otherwise, in any judicial, administrative, or arbitration proceeding.

3.1.15 Subject to consultation with the Survivors' Trust Advisory Committee (defined below), to remove the Abuse Claim Reviewer for cause. For purposes of this Survivors' Trust Agreement, "cause" shall mean (a) the willful and continued refusal by the Abuse Claim Reviewer to perform the Abuse Claim Reviewer's duties as set forth in the Survivors' Trust Documents, (b) gross negligence, gross misconduct, fraud, embezzlement, or theft, (c) a breach of fiduciary duty, or (d) other cause as the Survivors' Trustee shall in good faith determine. In the event the Abuse Claim Reviewer resigns, is removed, or is otherwise unable to perform the Abuse Claim Reviewer's obligations, the Survivors' Trustee, subject to consultation with the Survivors' Trust Advisory Committee, shall have exclusive authority to appoint a new Abuse Claim Reviewer. Nothing contained in this Survivors' Trust Agreement shall prohibit the Survivors' Trustee from also serving as the Abuse Claim Reviewer if the Survivors' Trustee determines, subject to consultation with the Survivors' Trust Advisory Committee, that serving as both the Survivors' Trustee and the Abuse Claim Reviewer is in the best interest of the Survivors' Trust and the Beneficiaries.

3.1.16 To make, sign, execute, acknowledge, and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan or the Survivors' Trust or to maintain and administer the Survivors' Trust.

3.1.17 To seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including without limitation Bankruptcy Rule 2004

3.1.18 To amend, modify, or alter this Survivors' Trust Agreement, subject to consultation with the Survivors' Trust Advisory Committee, by filing a motion with the Bankruptcy Court, with notice to the Beneficiaries (through their counsel when known, and otherwise directly), the Debtor, and any or all other parties in interest. The amendment will only become effective in accordance with the Bankruptcy Court's order on the trustee's motion. For the avoidance of doubt, the amendments, modifications, or alterations may not be inconsistent with the terms of the Plan, the terms of the Confirmation Order, or the purpose of the Survivors' Trust, as identified in Section 1.2 of this Survivors' Trust Agreement.

3.1.19 Upon any event terminating the Survivors' Trust, to defer distribution of Survivors' Trust Assets for a reasonable time needed to wind up the affairs of the Survivors' Trust, including time needed to provide for payment of debts and expenses, although the Beneficiaries' rights to distributions shall vest immediately.

3.1.20 To comply with section 345 of the Bankruptcy Code regarding the investment of the Survivors' Trust Assets. The Survivors' Trustee is relieved of any obligation to diversify.

3.1.21 To establish the accounts, funds, and reserves, as required by the Plan, for ease of administration. Nothing in this provision shall restrict the Survivors' Trustee's authority to pool the accounts, funds, or reserves for investment purposes or shall require separate bank accounts for the accounts, funds, or reserves.

3.1.22 To be responsible for the Survivors' Trust Assets delivered to the Survivors' Trust and have no duty to make, nor incur any liability for failing to make, any search for unknown property or liabilities.

3.1.23 To defend, Indemnify, and Hold Harmless the Released Parties against Abuse Claims as provided in the Survivors' Trust Documents to the fullest extent permitted by law. The Survivors' Trustee shall purchase insurance sufficient to reasonably cover defense and indemnity costs in connection with this duty.

3.1.24 To initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve pursuant to section 11(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Survivors' Trust except with respect to the Litigation Option.

3.1.25 To enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) upon such terms as the Survivors' Trustee and such Beneficiary (or such Beneficiary's counsel or other authorized person) agree, in accordance with the Survivors' Trust Distribution Plan.

3.1.26 To request an expedited determination of taxes of the Survivors' Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of the Survivors' Trust for all taxable periods through the dissolution of the trust.

3.1.28 To timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Survivors' Trust Assets and comply with all applicable tax reporting and withholding obligations.

3.1.29 To take any action required to enforce the Insurance Settlement Agreements.

3.1.30 To take all actions, including such actions as may be consistent with those expressly set forth above, as the Survivors' Trustee deems necessary, to reasonably ensure that the Survivors' Trust is treated as a "qualified settlement fund." Further, the Survivors' Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Survivors' Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

3.1.31 In addition to all powers enumerated in the Plan, including but not limited to, the Survivors' Trustee's powers and authority with respect to interpretation, application of definitions, and rules of construction set forth in Article IX of the Plan to the fullest extent set forth therein, from and after the Effective Date, the Survivors' Trust shall succeed to all of the rights and standing of the Debtor with respect to the Debtor's contributions to the Survivors' Trust Assets in its capacity as a trust administering the Survivors' Trust Assets for the benefit of the Beneficiaries.

3.1.32 Except as otherwise provided by the Plan or applicable law, the Survivors' Trustee need not obtain the order or approval of any court in the exercise of power or discretion conferred hereunder.

3.2 ***Limitations on the Survivors' Trustee.*** Notwithstanding anything in this Survivors' Trust Agreement to the contrary, the Survivors' Trustee shall not do or undertake any of the following:

3.2.1 Guaranty any debt other than as provided in the Survivors' Trust Documents;

3.2.2 Make loan(s) of Survivors' Trust Assets;

3.2.3 Make any transfer or distribution of Survivors' Trust Assets other than those authorized in this Survivors' Trust Documents;

3.2.4 Engage in any investment of the Survivors' Trust Assets other than as explicitly authorized by this Survivors' Trust Agreement;

3.2.5 Engage in any trade or business with respect to the Survivors' Trust Assets or proceeds therefrom, provided, however, that the Survivors' Trustee shall hold, manage, protect, and monetize the Survivors' Trust Assets which shall not be deemed to constitute a trade or business; and

3.2.6 Engage in any investments or activities inconsistent with the treatment of the Survivors' Trust as a "qualified settlement fund."

3.3 *Insurance Settlements.*

3.3.1 The Survivors' Trustee shall, in the case of any settlement, compromise, buyback or similar agreement concerning an Assigned Insurance Interest assigned to the Survivors' Trust that covers or potentially covers one or more Abuse Claims, be empowered to settle, compromise or enter into such agreement with respect to such Insurance Policy (an "**Insurance Settlement**"), subject to the terms set forth herein.

3.3.2 The Survivors' Trustee may only enter into an Insurance Settlement if (a) the Survivors' Trustee believes that the proposed Insurance Settlement is in the best interests of the Survivors' Trust and a majority of the Survivors' Trust Advisory Committee approves the proposed Insurance Settlement, or (2) at least one member of the Survivors' Trust Advisory Committee approves the Insurance Settlement and the Bankruptcy Court approves the Insurance Settlement pursuant to Bankruptcy Rule 9019 after notice and opportunity to be heard.

3.3.3 Unless a majority of the Survivors' Trust Advisory Committee waives the requirement, an Insurance Settlement must be supported by an independent expert opinion that the settlement value is fair in light of the expected liabilities against the Insurer. The Survivors' Trust shall recover the cost of such expert opinion from the first dollar paid on account of such settlement.

3.4 *General Administration.* The Survivors' Trustee shall act in accordance with the Plan. The Survivors' Trustee shall establish the location of the principal office of the Survivors' Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

3.5 *Accounting.* The fiscal year of the Survivors' Trust shall begin on January 1 and shall end on December 31 of each calendar year. The Survivors' Trustee shall maintain the books and records relating to the Survivors' Trust Assets and income and the payment of Survivors' Trust Operating Expenses and other liabilities of the Survivors' Trust. The detail of these books and records and the duration of time during which the Survivors' Trustee shall keep such books and records shall be such as to allow the Survivors' Trustee to make a full and accurate accounting of all Survivors' Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Survivors' Trust, including, without limitation, the assets and liabilities of the Survivors' Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the "**Annual Report**"); provided however, that the Survivors' Trustee shall maintain such books and records until the wind-up of the Survivors' Trust's affairs and satisfaction of all Survivors' Trust liabilities.

3.6 *Approval of Accountings and Discharge of the Survivors' Trustee.* At any time when the Chapter 11 Case is open, the Survivors' Trustee may file with the Bankruptcy Court a motion for approval of any accounting described in Section 8.1 of this Survivors' Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Survivors'

Trustee shall be discharged from all liability to the Survivors' Trust, any Beneficiary, or any Person who has or may have a claim against the Survivors' Trustee or Survivors' Trust for acts or omissions in the Survivors' Trustee's capacity as Survivors' Trustee with respect to all assets listed and transactions detailed in the accounting.

3.7 **Transfer of the Survivors' Trust Corpus.** To the fullest extent permitted by law, neither the principal nor income of the Survivors' Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

3.8 **Bond.** The Survivors' Trustee shall not be required to post any bond, surety, or other security for the performance of the Survivors' Trustee's duties, unless otherwise ordered by the Bankruptcy Court, and, in the event the Survivors' Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any bond or surety shall be borne by the Survivors' Trust and paid for from the Survivors' Trust Assets.

ARTICLE 4. ACCOUNTS, INVESTMENTS, AND EXPENSES

4.1 Accounts.

4.1.1 The Survivors' Trustee shall maintain one or more accounts ("**Survivors' Trust Accounts**") on behalf of the Survivors' Trust with one or more financial depository institutions (each a "**Financial Institution**").

4.1.2 The Survivors' Trustee may replace any retained Financial Institution with a successor Financial Institution at any time.

4.1.3 The Survivors' Trustee shall maintain segregate account to hold any assets thereof for the benefit of Beneficiaries holding Unknown Abuse Claims (the "**Unknown Claim Reserve**"). The Survivors' Trustee shall maintain a segregate account to hold any assets thereof for the benefit of Beneficiaries holding Abuse Claims (the "**Trust Claim Reserve**"). The Survivors' Trustee shall allocate all Survivors' Trust Operating Expenses to the fullest extent identifiable to each appropriate Reserve, with the intent that each Reserve shall bear its own fees, costs and expenses. To the extent a Survivors' Trust Operating Expense cannot be allocated to a particular Reserve, such Survivors' Trust Operating Expenses shall be allocated proportionately among the Reserves. The Survivors' Trustee's allocation of Survivors' Trust expenses shall be binding absent manifest error.

4.1.4 In addition to the foregoing, the Survivors' Trustee may, from time to time, create such accounts, subaccounts and reasonable reserves as he or she may deem necessary, prudent or useful in order to provide for distributions to the Beneficiaries and the payment of Survivors' Trust Operating Expenses and may, with respect to any such account, subaccount or reserve, restrict the use of money therein for a specified purpose (the "**Survivors' Trust Subaccounts**"). Any such Survivors' Trust Subaccounts established by the Survivors' Trustee shall

be held as Survivors' Trust Assets and are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the Internal Revenue Code or Treasury Regulations.

4.2 ***Investment Guidelines.*** The Survivors' Trustee may invest the Survivors' Trust Assets in accordance with the following investment guidelines ("**Investment Guidelines**"):

4.2.1 Only the following investments will be permitted, provided that maturities on the following securities do not exceed twelve (12) months, all investments are U.S. dollar denominated and all requirements are satisfied at the time of purchase:

- i. Marketable securities issued by the U.S. Government and supported by the full faith and credit of the U.S. Treasury; and
- ii. A U.S. government money market fund required to invest exclusively in cash and U.S. government securities that are supported by the full faith and credit of the U.S. Treasury

The borrowing of funds or securities for the purpose of purchasing and the lending of any investments held in the Survivors' Trust is prohibited.

Notwithstanding the foregoing, it is acknowledged and agreed that the Survivors' Trustees may liquidate investments and deposits and maintain funds in or with banks, trust, companies, savings, and loan associations, money market organizations, and other depositories, or issuers of depository-type accounts at such times as the Survivors' Trustees determine to be necessary or appropriate to have cash available to satisfy distribution and other cash requirements of the Survivors' Trust Agreements.

4.3 ***Payment of Survivors' Trust Operating Expenses.*** All Survivors' Trust Operating Expenses shall be payable out of the Survivors' Trust Assets. None of the Survivors' Trustee, the Survivors' Trust Advisory Committee, the Litigation Administrator, the Beneficiaries, nor any of their officers, agents, advisors, professionals, or employees shall be personally liable for the payment of the any Survivors' Trust Operating Expenses or any other liability of the Survivors' Trust.

4.4 ***Excess Assets.*** In the event the Survivors' Trust holds cash 180 days after paying all Survivors' Trust Operating Expenses and making all Distributions contemplated under the Plan and Survivors' Trust Distribution Plan, such remaining cash shall be returned to the Debtor.

4.5 ***Compensation and Reimbursement of Survivors' Trustee and its Agents***

The Survivors' Trustee shall receive fair and reasonable compensation for his or her services based upon his or her regular hourly rate, which are subject to adjustment from time to time, plus reimbursement of all reasonable and documented costs and expenses. The Survivors' Trustee shall notify the Survivors' Trust Advisory Committee of any increases in his or her hourly rate. The Survivors' Trustee's compensation structure may be modified by agreement between the Survivors' Trustee and the Survivors' Trust Advisory Committee.

All Professionals retained by the Survivors' Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services.

The payment of the fees and expenses of the Survivors' Trustee and Professionals retained by the Survivors' Trustee shall be made in the ordinary course of business and, unless otherwise required by an order of the Bankruptcy Court, shall not be subject to the approval of the Bankruptcy Court, but such payment shall be subject to the following procedures:

- i. All Professionals retained by the Survivors' Trustee shall deliver their invoices or fee statements (which invoices and/or fee statements shall be reasonably detailed (but may include redactions for privilege) and, with respect to attorney fee statements, shall not be provided in summary fashion) monthly via electronic mail to the Survivors' Trustee before payment of such invoices or fee statements shall be approved.
- ii. The Survivors' Trustee shall deliver reasonably detailed monthly invoices or fee statements via electronic mail to the members of the Survivors' Trust Advisory Committee.
- iii. The Survivors' Trustee and the Survivors' Trust Advisory Committee, as applicable, shall have fourteen (14) days from the date of delivery of any invoice or fee statement to provide written notice of an objection to the invoice or fee statement to the Professional or Survivors' Trustee, as applicable, seeking compensation and/or reimbursement of expenses.
- iv. For an objection to an invoice or fee statement to be valid, it shall set forth in reasonable detail the specific fees objected to and the basis for the objection, and be sent via electronic mail to the Survivors' Trustee or the Professional (with a copy to the Survivors' Trustee), as applicable. The unDisallowed portion of each invoice or fee statement shall be deemed approved and shall be paid within twenty (20) days after its original delivery to the Survivors' Trustee.
- v. Any objection to an invoice or fee statement that remains unresolved fifteen (15) days after it is made in writing may be submitted for resolution to the Bankruptcy Court (via motion on notice to the Survivors' Trustee) by the party seeking payment.

ARTICLE 5. CLAIMS ADMINISTRATION AND DISTRIBUTIONS

5.1 ***The Immediate Payment Option.*** Within 30 days of the Effective Date of the Plan, the Survivors' Trustee shall make a one-time distribution of \$50,000 to all Abuse Claimants that elect to receive the Immediate Payment. If an Abuse Claimant elects to receive an Immediate Payment, all recovery on account of their Abuse Claim is limited to the Immediate Payment. For the avoidance of doubt, an Abuse Claimant who elects to receive an Immediate Payment shall not be permitted to seek any additional recovery on account of the Abuse Claim from any other party

or pursue the Litigation Option. Correspondingly, Abuse Claims of Claimants that elect the Immediate Payment will not be scored by the Abuse Claims Reviewer or be subject to Claim objections.

5.2 ***The Survivors' Trust Distribution Plan.*** After the Effective Date, the Survivors' Trust shall fairly and reasonably compensate the Abuse Claims solely in accordance with the Plan and the Survivors' Trust Distribution Plan. Notwithstanding any provision provided in this Survivors' Trust Agreement, if the Survivors' Trust Distribution Plan conflict with this Article 5, the Survivors' Trust Distribution Plan shall control.

5.3 ***Distributions to Abuse Claims.***

5.4.1 As soon as practicable after the Effective Date, the Survivors' Trustee may make distributions to Abuse Claimants as set forth in the Survivors' Trust Distribution Plan, which distributions shall account for reasonable reserves of the Survivors' Trust.

5.4.2 The Survivors' Trustee's obligation to make Distributions to the Beneficiaries shall be suspended in the event the payment in question would be less than \$250. The amount of a suspended Distribution to Beneficiaries shall be added to the amount of any prior Distribution (s) that was/were also suspended because it/they collectively would have been less than \$250, and the Survivors' Trustee's obligation shall resume to pay any such aggregate Distribution(s) due the Beneficiaries at such time that the cumulative aggregate amount exceeds \$250.

5.4.3 Notwithstanding anything herein or in the Survivors' Trust Distribution Plan, the Survivors' Trustee reserves all powers expressly granted to him or her by the Plan and the Confirmation Order with respect to the administration of the Abuse Claims.

5.4.4 The Survivors' Trustee shall make no distribution on account of Abuse Claims for punitive damages.

5.4 ***Delivery, Distribution; Manner of Payment.***

5.5.1 Distributions shall be payable to the Beneficiary on the date approved for distribution by the Survivors' Trustee (the "**Distribution Date**") in accordance with the terms of the Survivors' Trust Documents, including the Survivors' Trust Distribution Plan. With respect to each compensable Abuse Claim approved for payment, distributions shall be made only after the Survivors' Trustee has determined that all obligations of the Survivors' Trust with respect to each such Abuse Claim have been satisfied. In the event that any distribution to a Beneficiary is returned as undeliverable, no further distribution to such Beneficiary shall be made unless and until the Survivors' Trustee has been notified of the then current address of such Beneficiary, at which time such distribution shall be made to such Beneficiary without interest; provided, however, that all distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the Distribution Date of the Final Distribution. After such date, (i) all unclaimed property or interests in property shall revert to the Survivors' Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse Claim of such Beneficiary shall be released, settled, compromised and forever barred as against the Survivors' Trust, and (iii) all unclaimed property interests shall be

distributed to other Beneficiaries in accordance with the Survivors' Trust Documents, as if the Claim of such Beneficiary had been disallowed as of the date the undeliverable distribution was first made. The Survivors' Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any distribution is returned as undeliverable.

5.5.2 Distributions from the Survivors' Trust to the Beneficiaries may be made by the Survivors' Trustee on behalf of the Survivors' Trust or by a disbursing agent retained by the Survivors' Trust to make distributions on behalf of the Survivors' Trust.

5.5.3 Notwithstanding any provisions in the Survivors' Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Survivors' Trustee determines that the costs of making such distribution is greater than the amount of the distribution to be made.

5.5.4 Notwithstanding any provision in the Survivors' Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim until the Beneficiary has delivered a duly executed release in the form of Exhibit 1 hereto.

5.5 *Medicare Reimbursement and Reporting Obligations.*

5.6.1 The Survivors' Trust shall register as a Registered Reporting Entity ("RRE") under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA").

5.6.2 The Survivors' Trust shall, at its sole expense, timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Survivors' Trust or with respect to contributions to the Survivors' Trust. The Survivors' Trust, in its capacity as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "CMS") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

5.6.3 Before making distributions to Beneficiaries, with respect to any Abuse Claim, the Survivors' Trustee shall obtain a certification that said Beneficiary (or such Beneficiary's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Abuse Claim.

ARTICLE 6. TRUSTEE AND TRUST ADVISORY COMMITTEE

6.1 *Number of Survivors' Trustees.* There shall be one (1) Survivors' Trustee serving at all times.

6.2 *Term of Service.*

6.2.1 The Survivors' Trustee shall serve from the Effective Date Until the earliest of (i) his or her death, (ii) his or her resignation, (iii) his or her removal, or (iv) the termination of the Survivors' Trust pursuant to the terms and conditions described herein.

6.3 *Successor Survivors' Trustee: Vacancy Caused by Survivors' Trustee Resignation or Removal.*

6.3.1 The Survivors' Trustee may resign at any time upon thirty (30) days written notice to be filed with the Bankruptcy Court. The outgoing trustee (the "**Outgoing Survivors' Trustee**") shall, within thirty (30) days after the Outgoing Survivors' Trustee's resignation takes effect, deliver to the successor trustee (the "**Successor Survivors' Trustee**") all of the Survivors' Trust Assets which were in the possession of the Outgoing Survivors' Trustee along with a complete list of Survivors' Trust Assets and a complete accounting of all transactions engaged by the Outgoing Survivors' Trustee while serving as the Survivors' Trustee.

6.3.2 The Bankruptcy Court may remove a Survivors' Trustee for cause, which cause shall include, but shall not be limited to, the factors set forth in any applicable California law. The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Survivors' Trustee shall, within thirty (30) days after such removal takes effect, or at some earlier or at some earlier date as the Bankruptcy Court may specify, deliver to the Successor Survivors' Trustee all of the Survivors' Trust Assets which were in the possession of the Outgoing Survivors' Trustee along with a complete list of Survivors' Trustee and a complete accounting of all transactions engaged in by the Outgoing Survivors' Trustee while serving as such.

6.4 *Outgoing Survivors' Trustee Obligations.* In the event of the resignation or the removal of the Survivors' Trustee, the Outgoing Survivors' Trustee, in addition to the duties imposed under Section 6.3, shall:

6.4.1 Execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the Successor Survivors' Trustee to effect the resignation or removal of the Outgoing Survivors' Trustee and the conveyance of the Survivors' Trustee and the Unknown Abuse Claims Reserve to the Successor Survivors' Trustee.

6.4.2 Deliver to the Successor Survivors' Trustee al documents, instruments, records, and other writings relating to the Survivors' Trust Assets and Unknown Abuse Claims Reserves as may be in the possession or under the control of the Outgoing Survivors' Trustee.

6.4.3 Otherwise assist and cooperate in effecting the assumption of the Outgoing Survivors' Trustee's obligations and functions by the Successor Survivors' Trustee.

6.4.4 The Outgoing Survivors' Trustee hereby irrevocably appoints the Successor Survivors' Trustee (and any interim trustee) as the Outgoing Survivors' Trustee's attorney-in-fact and agent with full power of substitution for the Outgoing Survivors' Trustee and the Outgoing Survivors' Trustee's name, place, and stead to do any and all acts that the Outgoing Survivors' Trustee is obligated to perform under this Survivors' Trust Agreement. The appointment of the Successor Survivors' Trustee as the Outgoing Survivors' Trustee's attorney-in-fact and agent shall not be affected by the subsequent disability or incompetence of the Outgoing Survivors'

Trustee. The Bankruptcy Court may also enter any order necessary to effect the termination of the appointment of the Outgoing Survivors' Trustee and the subsequent appointment of the Successor Survivors' Trustee.

6.5 ***Appointment of Successor Survivors' Trustee.*** Any vacancy in the office of the Survivors' Trustee shall be filled by the nomination of a majority of the members of the Survivors' Trust Advisory Committee.

6.6 ***Preservation of Record of Changes in Survivors' Trustees.*** A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Survivors' Trust Agreement.

6.7 ***Survivors' Trust Advisory Committee Members.*** The Survivors' Trust Advisory Committee shall be comprised initially of five (5) members (the "**Advisory Members**") selected by the Committee and formed as of the Effective Date to oversee certain actions of the Survivors' Trustee as set forth herein. Upon the death or resignation of an Advisory Member or removal for good cause shown, the remaining Advisory Members of the Survivors' Trust Advisory Committee may, but shall not be required to, fill the applicable vacancy on the Survivors' Trust Advisory Committee with a new Advisory Member, subject to the reasonable consent of the Survivors' Trustee, which consent shall not be unreasonably withheld.

6.8 ***Survivors' Trust Advisory Committee Duties.*** The members of the Survivors' Trust Advisory Committees (and their designees) shall serve in a fiduciary capacity representing current holders of Abuse Claims. The Survivors' Trust Advisory Committees shall not have any fiduciary duties or responsibilities to any party other than holders of current Abuse Claims. Except for the duties and obligations expressed in this Survivors' Trust Agreement and the Survivors' Trust Distribution Plan, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Survivors' Trust Advisory Committee. To the extent that, at law or in equity, the Survivors' Trust Advisory Committee has duties (including fiduciary duties) and liabilities relating thereto to the Survivors' Trust, the other parties hereto, or any Beneficiary, such duties and liabilities are replaced by the duties and liabilities of the Survivors' Trust Advisory Committee expressly set forth in this Survivors' Trust Agreement and the Survivors' Trust Distribution Plan.

6.9 ***Terms of Service.*** Upon the completion of all the Survivors' Trustees duties, responsibilities, and obligations under the Plan and this Survivors' Trust Agreement, the Survivors' Trust Advisory Committee shall be automatically disbanded and its members shall have no further duties, responsibilities, and obligations in connection with the Chapter 11 Case or the Plan and its implementation.

6.10 ***Survivors' Trust Advisory Committee Information Rights.*** Subject to Section 1.6 of this Survivors' Trust Agreement, the Survivors' Trust Advisory Committee shall have reasonable access to the Professionals and other advisors retained by the Survivors' Trust and its staff (if any), and information available to the Survivors' Trustee, which access shall be made available as determined by the Survivors' Trustee in his or her discretion.

6.11 **Fiduciary.** The Advisory Members of the Survivors' Trust Advisory Committee shall act in a fiduciary capacity on behalf of the interests of all Beneficiaries.

6.12 **No Compensation.** Advisory Members shall receive no compensation from the Debtor, the Survivors' Trustee, or the Survivors' Trust on account of their membership on the Survivors' Trust Advisory Committee except for reimbursement of their reasonable and documented out of pocket expenses (which, for the avoidance of doubt, shall not include the fees or expenses of any professionals retained individually by an member of the Survivors' Trust Advisory Committee).

ARTICLE 7. BENEFICIARIES

7.1 **Register.** The Survivors' Trustee shall keep a register (the "**Register**") in which the Survivors' Trustee shall at all times maintain the names and addresses of the Beneficiaries and the actual distributions made to the Beneficiaries pursuant to the Plan and Survivors' Trust Distribution Plan. The Survivors' Trustee may rely upon the Register for the purposes of delivering distributions or notices. In preparing and maintaining the Register, the Survivors' Trustee may rely on the name and address of each Abuse Claim as set forth in a Proof of Claim filed by the holder, or proper notice of a name or address change, which has been delivered by the Beneficiary to the Survivors' Trustee. The Survivors' Trustee shall be obligated to maintain the confidentiality of all names, addresses, and any and all other personally identifying information of the Beneficiaries provided to the Survivors' Trustee.

7.2 **Reporting to the Reorganized Debtor.** The Survivors' Trustee shall report to the Reorganized Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each Holder of an Abuse Claim is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether each Holder of an Abuse Claim has elected the Immediate Payment, the Distribution Option, or the Litigation Option, and (iii) any modification made by any Holder of an Abuse Claim to their treatment status.

7.3 **Rights of Beneficiaries.** The rights of a Beneficiary under this Survivors' Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of the Beneficiary. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Survivors' Trust Assets or Unknown Abuse Claims Reserve, or any right to call for a partition or division of the Survivors' Trust Assets. Title to all the Survivors' Trust Assets shall be vested in the Survivors' Trustee, and the sole interest of the Beneficiaries shall be the rights and benefits given to the Beneficiaries under this Survivors' Trust Documents.

7.4 **Tax Identification Number.** The Survivors' Trustee shall require any Beneficiary to furnish to the Survivors' Trustee the Beneficiary's employer or taxpayer identification number or social security number as assigned by the IRS, and other records or documents necessary to satisfy the Survivors' Trustee's tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Survivors' Trustee shall condition the payment of any distribution to any Beneficiary upon receipt of the number and records or documents.

ARTICLE 8.

MISCELLANEOUS PROVISIONS

8.1 ***Plan Incorporation.*** The Survivors' Trust Documents are incorporated into this Survivors' Trust Agreement. In the event of any conflict between the terms of the Survivors' Trust Agreement and the Plan, the terms of the Plan shall govern.

8.2 ***Term; Termination***

8.2.1 The term for which the Survivors' Trust is to exist shall commence on the date of the filing of the Certificate of Survivors' Trust and shall terminate pursuant to the following provisions.

8.2.2 The Survivors' Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Survivors' Trust because (i) all reasonably expected assets have been collected by the Survivors' Trust, (ii) all distributions have been made to the extent set forth in the Survivors' Trust Distribution Plan, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Survivors' Trust obligations and Survivors' Trust Operating Expenses in a manner consistent with the Plan, and (iv) a final accounting has been filed and approved by the Bankruptcy Court.

8.2.3 Following the dissolution and distribution of the Survivors' Trust Assets, the Survivors' Trust shall terminate, and the Survivors' Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Survivors' Trust to be filed in accordance with applicable law. Notwithstanding anything to the contrary contained in this Survivors' Trust Agreement, the existence of the Survivors' Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

8.3.3 After termination of the Survivors' Trust and solely for the purpose of liquidating and winding up its affairs, the Survivors' Trustee shall continue to act as Survivors' Trustee until its duties hereunder have been fully performed. The Survivors' Trustee shall retain the books, records, documents and files that shall have been delivered to or created by the Survivors' Trustee until distribution of all the Survivors' Trust Assets. For purposes of this provision, Survivors' Trust Assets will be deemed distributed when the total amount remaining in the Survivors' Trust is less than \$50,000 and no further actions are pending or have yet to be brought. At the Survivors' Trustee's discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (i) the first anniversary of the final distribution of the Survivors' Trust Assets and (ii) the date until which the Survivors' Trustee is required by applicable law to retain such books, records, documents and files; provided however, that, notwithstanding the foregoing, the Survivors' Trustee shall not destroy or discard any books, records, documents or files relating to the Survivors' Trust without giving the Debtor the opportunity to take control of such books, records, documents, and/or files.

8.2.4 Upon termination of the Survivors' Trust and accomplishment of all activities described in this agreement, the Survivors' Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law or fraud

of the Survivors' Trustee or his agents or representatives). The Survivors' Trustee may, at the expense of the Survivors' Trust, seek an Order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

8.3 **Notices.** All notices or deliveries required or permitted under the Survivors' Trust Agreement shall be given as directed in the Plan, to the following:

IF TO THE DEBTOR:	IF TO THE TRUST ADVISORY COMMITTEE:
IF TO THE TRUSTEE:	

8.4 **Waiver.** No failure or delay of any party to exercise any right or remedy pursuant to this Survivors' Trust Agreement shall affect the right or remedy or constitute a waiver by the party of any right or remedy pursuant to this Survivors' Trust Agreement. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

8.5 **Jurisdiction.** The Bankruptcy Court shall have continuing jurisdiction with respect to the Survivors' Trust; provided, however, the federal courts of California shall also have jurisdiction over the Survivors' Trust.

8.6 **Reimbursement of Costs.** If the Survivors' Trustee or the Survivors' Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Survivors' Trust Agreement or the enforcement of a provision of this Survivors' Trust Agreement, the Survivors' Trustee or the Survivors' Trust, as the case may be, shall be entitled to collect from the non-prevailing party any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, incurred in connection with the dispute or enforcement action.

8.7 **Entirety of Survivors' Trust Agreement.** This Survivors' Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter in this Survivors' Trust Agreement, which contains the sole and entire Survivors' Trust Agreement and understanding with respect to the matters addressed in the Survivors' Trust Agreement. It is acknowledged that there are no communications or oral understandings that are contrary to, or that in any way restrict, this Survivors' Trust Agreement and that all prior agreements or understandings within the scope of the subject matter of this Survivors' Trust Agreement are, upon execution and delivery of this Survivors' Trust Agreement, superseded, null, and void.

8.8 **Counterparts.** This Survivors' Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on the counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures.

8.9 **Captions.** The captions of Articles and Sections are included for convenience only and are to be disregarded in interpreting this Survivors' Trust Agreement.

8.10 **Representation.** It is acknowledged that each of the parties to this Survivors' Trust Agreement has reviewed this Survivors' Trust Agreement and has consulted counsel, or knowingly chose not to consult counsel, before executing this Survivors' Trust Agreement. Each of the parties to this Survivors' Trust Agreement relied upon its own judgment and that of its counsel in executing this Survivors' Trust Agreement and has not relied on, or been induced by, any representation, statement, or act by any party that is not referred to in this instrument. It is specifically acknowledged and understood that this Survivors' Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America. Each of the parties entered into this Survivors' Trust Agreement voluntarily, with full knowledge of its significance, and the Survivors' Trust Agreement is, in all respects, complete and final.

8.11 **Interpretation.** This Survivors' Trust Agreement has been reached through negotiations between the parties to this Survivors' Trust Agreement. Each of the parties to this Survivors' Trust Agreement acknowledges that the party has participated in the drafting of this Survivors' Trust Agreement and reviewed the terms of the Survivors' Trust Agreement and, as such, no rule of construction shall apply which might result in this Survivors' Trust Agreement being construed in favor or against any of the parties, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party. The parties to this Survivors' Trust Agreement have used their own judgment in entering into this Survivors' Trust Agreement.

8.12 **Savings Clause.** If any clause or provision of this Survivors' Trust Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court or any other court with competent jurisdiction, such invalidity or unenforceability shall not affect any other clause or provision in this Survivors' Trust Agreement, but this Survivors' Trust Agreement shall be construed, insofar as reasonable to effectuate the purpose of this Survivors' Trust Agreement, as if the invalid or unenforceable provision had never been contained in the Survivors' Trust Agreement.

8.13 **Applicable Law.** This Survivors' Trust Agreement shall be administered under, governed by, and enforced according to the laws of the State of California applicable to contracts and trust agreements made and to be performed in this Survivors' Trust Agreement, except that all matters of federal tax law and the Survivors' Trust's compliance with Section 468B of the Tax Code and any Treasury Regulations shall be governed by federal tax law and all matters of federal bankruptcy law shall be governed by the Bankruptcy Code and federal bankruptcy law.

THE SURVIVORS' TRUSTEE

**THE ROMAN CATHOLIC BISHOP OF
OAKLAND, CORPORATION SOLE**

Dated: _____

By: _____

Signature: _____

Dated: _____

By: _____

Signature: _____

EXHIBIT 1

SURVIVORS' TRUST DISTRIBUTION PLAN

ROMAN CATHOLIC BISHOP OF OAKLAND, CALIFORNIA
SURVIVORS' TRUST DISTRIBUTION PLAN

This Survivors' Trust Distribution Plan has been adopted pursuant to the RCBO Survivors' Trust Agreement and the Plan. The Survivors' Trust Distribution Plan is designed to provide fair, equitable and substantially similar treatment for all Abuse Claims, except as otherwise set forth herein with respect to Immediate Payments and the Litigation Option. Except as expressly provided below, nothing in this Survivors' Trust Distribution Plan shall be deemed to create a substantive right for any Claimant. The rights and benefits provided herein to Abuse Claimants shall vest in such holders as of the Effective Date. The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of this Survivors' Trust Distribution Plan.

1. GENERAL GUIDELINES

1.1 Definitions

Capitalized terms used in this Survivors' Trust Distribution Plan shall have the meanings given to them in the Plan, the RCBO Survivors' Trust Agreement, or the Bankruptcy Code, unless otherwise defined herein, and such definitions are incorporated in this Survivors' Trust Distribution Plan by reference.

1.2 Purpose

This Survivors' Trust Distribution Plan is designed to provide guidance to the Abuse Claims Reviewer in determining the amount of each Trust Claim under the Plan by assigning to each such Claim a value pursuant to the evaluation factors and criteria below. Although the factors collectively comprise the methodology that must be applied in reviewing Trust Claims, the Abuse Claims Reviewer may, as indicated below, take into account considerations in addition to those identified herein.

1.3 Sole and Exclusive Method.

The Plan and the RCBO Survivors' Trust Agreement contemplate the creation of the Survivors' Trust for satisfaction of the Abuse Claims. The Plan and Survivors' Trust Distribution Plan provide the sole and exclusive method by which holders of Abuse Claims (both known and unknown) may recover against the Debtor, Contributing Non-Debtor Catholic Entities, or Insurers.

1.4 Non-Compensatory Damages and Other Theories of Liability.

Any portion of an Abuse Claim (including an Unknown Abuse Claim) that is for punitive damages will be disallowed and may not be considered in determining the distribution on account of such Abuse Claims, regardless of the treatment of such damages under non-bankruptcy law. An Abuse Claimant (whether known or unknown) may not seek recovery of punitive damages from the Survivors' Trust (or from the Debtor or any of the Released Parties).

1.5 Confidentiality.

All submissions to the Survivors' Trusts relating to an Abuse Claim shall be treated as confidential and shall be protected by all state and federal privileges, including those related directly to settlement discussions. The Survivors' Trust will preserve the confidentiality of such submissions and shall disclose the contents thereof only to such persons as authorized by the Abuse Claimant (or his or her counsel), in response to a valid subpoena of such materials issued, an order compelling disclosure entered by a court of competent jurisdiction (including, but not limited to, the Bankruptcy Court) or as otherwise required by law. Notwithstanding anything in the foregoing to the contrary, the Survivors' Trust may disclose information, documents, or other materials (i) reasonably necessary in the Survivors' Trustee's judgment to preserve, obtain, litigate, resolve, or settle insurance coverage, or to comply with an obligation under an Insurance Policy, indemnity, or settlement agreement, or to pursue any other claims transferred or assigned to the Survivors' Trust by the holder of the Abuse Claim or operation of the Plan; (ii) subject to the consent of a Abuse Claimant or with redactions or other mechanism to preserve the confidentiality of a Abuse Claimant, where the submission contains non-privileged information that is relevant to the Allowance or value of another Abuse Claim; and (iii) notwithstanding anything otherwise provided herein, the Survivors' Trustee and Abuse Claims Reviewer may share information and materials with each other to the extent reasonably necessary to ensure that each valid, timely Trust Claim is submitted to the Survivors' Trust.

1.6 Payment of Abuse Claims and Insurance Recoveries.

Pursuant to the terms of the Plan, the Survivors' Trust has assumed the Debtor's, the Contributing Non-Debtor Catholic Entities', and the Settling Insurers' legal liability for, and obligation to pay, Abuse Claims. The Survivors' Trust Assets shall be used to fund distributions to Abuse Claimants under this Survivors' Trust Distribution Plan. The amounts that Abuse Claimants will ultimately be paid on account of their Abuse Claims will depend on, among other things, the way Abuse Claimants seek compensation for their claims.

1.7 Assignment of Insurance Rights.

The Plan effectuates the Insurance Assignment pursuant to which the Survivors' Trust will receive all rights, claims, interests, benefits, responsibilities, and obligations of the Debtor in the Non-Settling Insurer Policies, subject to the terms of the Plan (including without limitation Articles VIII and IX of the Plan) and the provisions of the Plan concerning the Litigation Option. Nothing in this Survivors' Trust Distribution Plan shall modify, amend, or supplement, or be interpreted as modifying, amending, or supplementing, the terms of any Abuse Insurance Policy or rights and obligations under an Abuse Insurance Policy assigned to the Survivors' Trust to the extent such rights and obligations are otherwise available under law and subject to the Plan. The rights and obligations, if any, of any Insurer relating to this Survivors' Trust Distribution Plan, or any provision hereof, shall be determined pursuant to the terms and provisions of the Abuse Insurance Policies, the Plan, and applicable non-bankruptcy law. Notwithstanding the foregoing, the Survivors' Trust shall satisfy, to the extent required under the relevant policies and law, any retrospective premiums and self-insured retentions arising out of any Abuse Claims under the Abuse Insurance Policies. Nothing herein shall obligate any Insurer to advance any self-insured retention, unless otherwise required by law.

2. SURVIVORS' TRUST DISTRIBUTION AND ADMINISTRATION

2.1 Abuse Claim Reviewer

[•] is the Abuse Claims Reviewer for this Survivors' Trust Distribution Plan. The Abuse Claim Reviewer shall conduct a review of the following with respect to each Trust Claim:

- i. Abuse Claims filed by holders of a Class 4 and Class 5 Claims that did not elect to receive an Immediate Payment pursuant to the Plan; and
- ii. Unknown Abuse Claims (if any) that are filed within four (4) years of the Effective Date.

The Abuse Claim Reviewer's review (or Second-Look Review as set forth in Section 3.4) as to each Trust Claim shall be the final review for each such Trust Claim.

2.2 Survivors' Trust Advisory Committee to the Survivors' Trustee

Pursuant to the Plan and the RCBO Survivors' Trust Agreement, this Survivors' Trust Distribution Plan shall be administered by the Survivors' Trustee in consultation with the Survivors' Trust Advisory Committee and the Abuse Claims Reviewer. Except as set forth below with respect to Immediate Payment Claimants, the Abuse Claims Reviewer shall value Class 4 and Class 5 Abuse Claims, all such claims being "Trust Claims" for the purposes of this Trust Distribution Plan. The Survivors' Trustee shall administer Trust Claims with respect to the appropriate Reserve (the Unknown Claim Reserve and Trust Claim Reserve) in accordance with this Survivors' Trust Distribution Plan and findings of the Abuse Claims Reviewer. The Survivors' Trustee shall also consult with the Survivors' Trust Advisory Committee and the Abuse Claim Reviewer on such matters as required in the RCBO Survivors' Trust Agreement.

2.3 Claim Reserves

- i. **Trust Claim Reserve:** A cash reserve maintained by Survivors' Trust established on the Effective Date for the benefit of Abuse Claims. Upon the Effective Date, the Survivors' Trust shall segregate all cash in its possession or thereafter received from the liquidation of Survivors' Trust Assets. For the avoidance of doubt, the Trust Claim Reserve shall not include the Unknown Abuse Claim Reserve.
- ii. **Unknown Abuse Claim Reserve:** A cash reserve maintained by Survivors' Trust established on the Effective Date for the benefit of Unknown Abuse Claims. Upon the Effective Date, the Survivors' Trust shall segregate \$5,000,000.00 (Five Million Dollars and Zero Cents) of the Initial Debtor Contribution into the Unknown Abuse Claims Reserve. The Unknown Abuse Claims Reserve shall be maintained for the greater of (i) four years after the Effective Date, and (ii) resolution of all Unknown Abuse Claims submitted to the Survivors' Trustee within four years after the Effective Date. On that date, the remaining funds in the Unknown Abuse Claims Reserve will be de-segregated and deposited into the Trust

Claim Reserve, and neither the Debtor, Reorganized Debtor, Survivors' Trust, nor any Settling Insurer shall have any more liability for any Unknown Abuse Claim.

3. PROCEDURE

3.1 Immediate Payments.

- i. Prior to the Effective Date, all Abuse Claimants may elect to receive a one-time immediate payment of \$50,000 from the Survivors' Trust Assets (such payment being the "**Immediate Payment**" and each claimant so electing an "**Immediate Payment Claimant**"). The Immediate Payment Claimant shall provide notice through an Immediate Payment Election available on the ballot for the Plan. An Immediate Payment Claimant shall not be entitled to any further distributions from the Survivors' Trust. That Survivors' Claim shall be considered satisfied in full, and that Abuse Claimant shall not be entitled to any other recovery against the Debtor, the Survivors' Trust, the Non-Debtor Catholic Entities, or the Insurers. For the avoidance of doubt, any Immediate Payment Claimant shall not be treated as a Trust Claim. Because of this, an Immediate Payment Claimant shall not be required to proceed through the claims evaluation process or any of the other procedures provided for herein.
- ii. Within seven (7) days of delivering the Immediate Payment election to the Survivors' Trustee, an Immediate Payment Claimant must also deliver an Abuse Claim Release Agreement in the form attached to the Plan Supplement as [**Exhibit __**]. No Immediate Payment Claimant may receive such distribution without first executing and delivering an Abuse Claim Release Agreement to the Survivors' Trustee.

3.2 Survivors' Trust Claim Submissions.

- i. **Known Abuse Claims.** Upon the Effective Date, the Debtor shall submit the Proofs of Claim for all Abuse Claims that have not elected to receive an Immediate Payment (defined above as "**Trust Claims**" and each a "**Trust Claim**") and have not been disallowed or expunged pursuant to an order from the Bankruptcy Court to the Survivors' Trust for review and valuation by the Abuse Claim Reviewer pursuant to the requirements set forth herein (each, a "**Survivors' Trust Claim Submission**").
- ii. **Unknown Abuse Claims.** Holders of Unknown Abuse Claims that are filed within four (4) years of the Effective Date (or the counsel for same), may make a Survivors' Trust Claim Submission.

In order to properly make a Survivors' Trust Claim Submission, each submitting holder of an Unknown Abuse Claim, must (i) complete under oath a questionnaire to be developed by the Survivors' Trustee and such

signature and oath must be of the Trust Claimant individually (or of an executor); (ii) produce all records and documents in his or her possession, custody or control related to the Abuse Claim, including all documents pertaining to all settlements, awards, or contributions already received or that are expected to be received from a Released Party or other sources; and (iii) execute an agreement to be provided or made available by the Survivors' Trust with the questionnaire (1) to produce any further records and documents in his or her possession, custody or control related to the Abuse Claim reasonably requested by the Abuse Claim Reviewer, (2) consent to and agree to cooperate in any examinations requested by the Abuse Claim Reviewer (including by healthcare professionals selected by the Abuse Claim Reviewer (a "**Abuse Claim Reviewer Interview**")); and (3) consent to and agree to cooperate in a written and/or oral examination under oath if requested to do so by the Abuse Claim Reviewer. The questionnaire, at a minimum, will require Trust Claimants to confirm his/her name, date of birth, home address, dates of abuse, frequency of abuse, level of abuse, the location of abuse, and the alleged perpetrator of abuse. The date on which an Unknown Abuse Claimant submits (i), (ii) and (iii) above to the Abuse Claim Reviewer shall be the "Survivors' Trust Unknown Abuse Claim Submission Date."

No recovery will be provided to an Unknown Abuse Claimant that does not timely submit a questionnaire. The Unknown Abuse Claimant's breach or failure to comply with the terms of his or her agreement made in connection with his or her Survivors' Trust Claim Submission shall be grounds for disallowance or significant reduction of his or her Claim. To complete the evaluation of each Trust Claim, the Abuse Claim Reviewer also may, but is not required to, obtain additional evidence from the Unknown Abuse Claimant or from other parties and shall consider supplemental information timely provided by the Trust Claimant.

- iii. **Additional Document Submission.** The Abuse Claim Reviewer shall consider the evidence that was submitted in connection with each Survivors' Trust Claim Submission, including, but not limited to, the proof of claim form and optional supplement (if any), filed by the Trust Claimant. Before making an Initial Determination, the Abuse Claim Reviewer may (but is not required to) request additional documentation concerning a Trust Claim.

No later than 30 days after the Effective Date (the "**Document Submission Deadline**"), the Debtor, the other Released Parties, and the Insurers may, but are not required to, provide the Survivors' Trustee and the relevant Trust Claimant, and his or her counsel, with documents that might assist the Abuse Claim Reviewer in determining whether to allow an Abuse Claim.

No later than 90 days after the Document Submission Deadline (such date being the “**Abuse Claim Supplement Deadline**”), Trust Claimants shall be permitted to supplement their Abuse Claim by providing the Abuse Claim Reviewer with a supplement to their Survivors’ Trust Claim Submission, not to exceed 5 typed pages, single sided, double spaced with 12-point font addressing the Evaluation Factors and any other issue bearing on the evaluation of the Abuse Claim.

3.3 Initial Determination

The Abuse Claim Reviewer will evaluate each timely Survivors’ Trust Claim Submission and other information timely submitted in accordance with Section 3.2 above to determine: (i) whether the Trust Claim should be awarded zero (0) points and precluded from a distribution under the Survivors’ Trust Distribution Plan (“**No Award Claims**”) and, if not, (ii) the amount of points to be assigned to the Trust Claim entitled to an award (the “**Initial Determination**”); provided, however, for the avoidance of doubt, the Abuse Claim Reviewer shall not be required to review any Survivors’ Trust Claim Submission, evidence, or other documentation that is submitted by an Immediate Payment Claimant, has been Disallowed or expunged pursuant to an order of the Bankruptcy Court (or another court of competent jurisdiction), or for which a Trust Claimant released the Debtor and other Parties from liability.

Following conclusion of all Initial Determinations of Trust Claims, the Abuse Claim Reviewer will provide written notice (the “**Initial Determination Notice**”) to each Trust Claimant or his or her counsel of whether the Abuse Claim is a No Award Claim or of the value of the Trust Claim. In determining the value of the Trust Claim, the Abuse Claims Reviewer shall:

- i. **Calculate Points:** Utilize the Initial Criteria and the General Criteria set forth in Section 4.1 below and related procedures to arrive at a point total for each Trust Claim, other than Unknown Abuse Claims, considering the factors set forth herein;
- ii. **Calculate Value:** Calculate the value of an individual “point” for a Trust Claim after all Trust Claims, other than Unknown Abuse Claims, assumed by the Survivors’ Trust have been reviewed. The point value will be determined by dividing (a) the total dollars available for distribution to Trust Claims from the Trust Claim Reserve by (b) the total of points among the individual Trust Claims. For example, if there are 50 claimants holding Trust Claims, and 10,000 points with a total Trust Claim Reserve of \$2 million, each point would be valued at \$200.

The projected value in the Initial Determination Notice may be greater or smaller than the actual distribution received based on, among other things, reserves established by the Survivors’ Trustee, the outcome of any Review Determination(s), receipt of additional Survivors’ Trust Assets (if any), any potential settlements with Insurers with the Survivors’ Trust; and the outcome of the Litigation Option (through the return of any excess Reserved Amounts).

3.4 Second-Look Review Process

- i. Holders of a Trust Claim, other than Unknown Abuse Claims, shall have the opportunity to request a second review of the Initial Determination by the Abuse Claims reviewer as to the proper scoring for that Trust Claim (the “**Review Determination**”). The Review Determination shall use the same Criteria and Evaluation Factors set forth in Section 4.1 and score the Trust Claim accordingly (the “**Second-Look Review**”). In making its determination, the Abuse Claims Reviewer will consider and apply any defense that would otherwise be available in the tort system.
- ii. Trust Claimants shall have until thirty (30) days following the receipt of the Initial Determination Notice to request the Second-Look Review.
- iii. To obtain a Review Determination, each Trust Claimant who proceeds through the Second-Look Review shall provide the following:
 - i. Written notice to the Survivor’s Trustee of the election to pursue the Second-Look Review, together with any additional documentation or information that such Claimant believes should be considered; and,
 - ii. Payment to the Survivors’ Trust of an administrative fee in the amount of \$____ at the time of the election for Second-Look Option and further additional administrative fee in the amount of \$___ immediately prior to the Abuse Claims Reviewer’s Second-Look Review. The Survivors’ Trustee shall have the authority to waive the initial fee in appropriate cases, based on the circumstances of the Trust Claimant. Any Trust Claimant that elects not to proceed with the Abuse Claims Reviewer’s Second-Look Review after the opportunity to pursue discovery shall not be required to pay the second \$___ and shall not be precluded from pursuing their claim under the Survivors’ Trust Distribution Plan (as if no election to pursue the Second-Look Review had been made).
- iv. In pursuing the Second-Look Review, the Trust Claimant may be subject to a single sworn interview, mental health examination, or supplemental signed and dated interrogatory responses at the discretion of the Abuse-Claims Reviewer or upon the reasonable request of an Insurer.

3.5 Final Determination.

If a Trust Claimant does not exercise the Second-Look Review, the Abuse Claim Reviewer’s Initial Determination shall be final as to the value of the Trust Claim as against the Survivors’ Trust (the “**Final Determination**”). If a Trust Claimant exercises the Second-Look Review in Section 3.4, the Review Determination shall be the Final Determination.

4. GUIDELINES FOR EVALUATION OF TRUST CLAIMS

4.1 Criteria and Evaluation Factors

Each Trust Claim will be evaluated by the Abuse Claims Reviewer using the below Initial Criteria, General Criteria, and Evaluation Factors:

i. **Initial Criteria:** The Abuse Claim Reviewer shall first evaluate each Trust Claim to determine whether:

- (1) The Survivors' Trust Claim Submission is substantially and substantively completed and signed under penalty of perjury;
- (2) The Trust Claim (other than an Unknown Abuse Claim) was timely submitted prior to the Bar Date (or subsequently allowed as timely by the Bankruptcy Court);
- (3) The Trust Claim is not barred by any statute of limitations;
- (4) The Trust Claim is duplicative of another Trust Claim;
- (5) The Trust Claim had not previously been resolved by litigation, an order from the Bankruptcy Court (or other court of competent jurisdiction) and/or settlement.

If any of these criteria are not met after such notice and opportunity as Abuse Claims Reviewer deems appropriate to permit any defects in the Trust Claim to be corrected, then the Trust Claim shall be a No Award Claim.

ii. **General Criteria:** To the extent a Trust Claim is not disallowed based on the Initial Evaluation, then the Abuse Claim Reviewer will evaluate the following factors to determine if the evidence related to the Trust Claim is entitled to a recovery and should be awarded a distribution (the "**General Criteria**"):

- (1) Alleged Abuser. The Trust Claimant has identified alleged acts of an alleged perpetrator of abuse (an "**Abuser**") that he or she suffered;
- (2) Alleged Abuser Identification. The Trust Claimant has either:
 - a. identified an alleged Abuser (e.g., by the full name or last name); or
 - b. provided specific information about the alleged Abuser such that the Abuse Claim Reviewer can make a reasonable

determination that the alleged Abuser was an employee, agent or volunteer of a Released Party.

- (3) Released Party Liability. The Trust Claimant has provided information showing that a Released Party may bear legal responsibility;
- (4) Date and Age. The Trust Claimant has either: (i) identified the date of the alleged abuse and/or his or her age at the time of the alleged abuse, or (ii) provided additional facts sufficient for the Abuse Claim Reviewer to determine the date of the alleged abuse and age of the Trust Claimant at the time of such alleged abuse; and
- (5) Location of Abuse. The Trust Claimant has identified the venue or location of the alleged abuse.

If the Abuse Claims Reviewer determines that these criteria are not satisfied such that a Trust Claim is not credible, then the Trust Claim shall be a No Award Claim.

iii. **Evaluation Factors:** If the Abuse Claims Reviewer determines that the criteria in each of the preceding subsections (i) and (ii) are satisfied such that a Trust Claim is credible, the Abuse Claim Reviewer will evaluate the following factors (the “**Evaluation Factors**”) to value such Trust Claim. Each Claim considered using the Evaluation Factors will be scored on a scale of up to 100.

- (1) **Nature of the Abuse**. Considerations should include, but are not limited to, the following factors:
 - a. Duration and/or frequency/number of instances;
 - b. Degree of intrusiveness into the Trust Claimant’s body (e.g. clothed/unclothed, masturbation by or of perpetrator, oral penetration, anal penetration, vaginal penetration);
 - c. Level or severity of force/violence/coercion/threats;
 - d. Location of abuse, including but not limited to isolated location, Trust Claimant’s home, rectory, church, cabin, orphanage, boarding school, trip;
 - e. Number of alleged abusers that allegedly abused the Claimant;
 - f. Physical pain suffered;

- g. Grooming behaviors including but not limited to special privileges, special activities, and attention, the use of authority to manipulate or subordinate, social relationship with parents, personal relationship with claimant, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by abuser or claimant or use of or exposure to pornography;
- h. Additional factors that may be provided by the Trust Claimant.

(2) **Impact of Abuse.** Overall, this category looks to how the abuse impacted the Trust Claimant. This includes how the abuse impacted the Trust Claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Considerations may include, but are not limited to, the following factors.

- a. **Mental Health Symptoms:** This includes, but not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, disassociation, nightmares, sleep issues, sleep disturbances, distressing images or sensations, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, irritability, avoidance or isolation, hollowness, concentration issues, regret, shame, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.
- b. **Physical Health Issues;** This includes, but not limited to physical manifestations of emotional distress, gastrointestinal issues, headaches, high blood pressure, physical manifestations of anxiety, erectile dysfunction, heart palpitations, sexually transmitted diseases, physical damage caused by acts of abuse, reproductive damage, self-cutting and other self-injurious behavior.
- c. **Spiritual Wellbeing:** This includes but is not limited to loss of faith in God, loss of faith and trust in religion and spiritual distress.
- d. **Interpersonal Relationships:** This includes but is not limited to problems with authority figures, hypervigilance, sexual

problems, marital difficulties, problems with intimacy, lack of trust, isolation, betrayal, impaired relations, secrecy, social discreditation and isolation; damage to family relationships, and fear of children or parenting.

- e. Vocational Capacity: This includes but is not limited to under- and un-employment, difficulty with authority figures, difficulty changing and maintaining employment, feeling of unworthiness or guilt related to financial success.
- f. Academic Capacity: This includes but is not limited to school behavior problems.
- g. Legal Difficulties: This includes but is not limited to criminal difficulties, bankruptcy, fraud.
- h. The risk of the foregoing factors affecting the Trust Claimant in the future based on the Trust Claimant's age at the present time; and/or
- i. Additional factors that may be provided by the Trust Claimant.

(3) **Recoveries from Other Defendants.** The Abuse Claim Reviewer shall be entitled to adjust point distributions for a particular Trust Claimant downward on account of a Trust Claimant's prior recovery on account of the alleged perpetrator from another entity (provided such entity is not a Released Party), including, for example, if such Trust Claimant has, or may, recover against a religious order, the Boys Scouts of America, or other entity.

(4) **Claimant Involvement.** The Abuse Claims Reviewer shall consider that all Trust Claimants have benefited from the work and cost incurred by those Trust Claimants who have previously asserted claims against the Diocese and have participated in the legal and factual development of claims against the Diocese. Consideration should include, but are not limited to: whether the Trust Claimant filed a lawsuit; whether the Trust Claimant and/or the Trust Claimant's family has been subject to a deposition, mediation or interview; and whether the Trust Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all Trust Claimants. The Abuse Claims Reviewer shall also consider whether, while making their contributions, Trust Claimants directly confronted the institutions or individuals that harmed them in connection with these efforts.

- (5) **No Consideration of Mere Incarceration.** The Abuse Claims Reviewer shall not consider the mere fact that a Trust Claimant has been or is incarcerated in the review of the Trust Claim unless an element of the crime for which the Trust Claimant was convicted includes any fraud or misrepresentation.

4.2 No Distribution other than for Abuse Claims.

For the avoidance of doubt, zero (0) points shall be allocated for any Trust Claim that is not an Abuse Claim.

4.3 No Distribution for No Award Claims.

For the avoidance of doubt, zero (0) points shall be allocated for any Trust Claim that is found to be a No Award Claim.

4.4 No Distribution for Disallowed/Expunged Claims.

For the avoidance of doubt, under no circumstance will the holder of a Trust Claim that has been Disallowed or expunged be eligible to receive a distribution under the Survivors' Trust Distribution Plan.

5. ELECTION TO PROCEED IN LITIGATION

5.1 Litigation Option.

Within ninety (90) days of receiving the Initial Determination as provided in Section 3.3, the holder of a Trust Claim ("**Litigation Claimant**"), other than an Unknown Claim, may, at its election, serve a litigation notice (a "**Litigation Notice**") on the Abuse Claim Reviewer, the Survivors' Trustee, and any Non-Settling Insurer that such Trust Claimant has elected to continue or initiate an action against the Survivors' Trustee for the purpose of determining potential liability of Non-Settling Insurers (the "**Litigation Option**"). If such Trust Claimant fails to serve a Litigation Notice within ninety (90) days of receipt of the Initial Determination Notice, such Trust Claimant shall be barred from continuing such existing lawsuit or proceeding or from availing himself or herself of the provisions of this Section 5.1 and be deemed to have elected to receive a distribution solely from the Survivors' Trust (the "**Distribution Option**"). The failure to serve a Litigation Notice shall not impact such Trust Claimant's point allocation in the Final Determination.

Promptly following the service of a Litigation Notice, the Survivors' Trustee, Abuse Claim Reviewer, counsel for imputed Non-Settling Insurers, and the Trust Claimant shall meet and confer to discuss litigation (subject to any stay that may be imposed by another insolvency proceeding or otherwise), the process of substituting the Survivors' Trustee as defendant in such litigation (if necessary), scheduling and minimizing forum disputes (including avoiding parallel proceedings against different Released Parties in different fora); provided, however, for the avoidance of doubt, all parties' rights with respect to scheduling and the appropriate forum for such litigation (the "**Abuse Claim Litigation**") is fully reserved.

Any Abuse Claim Litigation following a Litigation Notice shall be governed by the rules of the court or courts of competent jurisdiction. For the avoidance of doubt, upon receipt of a Litigation Notice, the Survivors' Trustee may object to any Proof of Claim filed by such Trust Claimant. Nothing herein shall be construed to alter or amend 28 U.S.C. § 157.

Any Insurer's rights under its Insurance Policy or otherwise with respect to any Abuse Claim Litigation are fully reserved.

5.2 Reservation of Distribution.

Upon receipt of a Litigation Notice, the Survivors' Trustee shall reserve the amount of the projected recovery based on the Final Determination (the "Reserved Amount"). The Survivors' Trustee shall not make any distributions to the Litigation Claimant until the conclusion of the Abuse Claim Litigation, whether through settlement, final judgment, or otherwise.

As the Survivors' Trust receives additional contributions or the proceeds from the sale of real property, the Survivors' Trust shall increase the Reserved Amount commensurately based on each Litigation Claimant's *pro rata* share of such additional contributions or proceeds.

5.3 Limitation of Recovery from the Survivors' Trust.

The Litigation Claimant's recovery from the Survivors' Trust is limited to the Reserved Amount pending the outcome of the Abuse Claim Litigation. If the award against the Debtor (as a nominal party only) in the Abuse Claim Litigation (the "Judgment Amount") is less than the Reserved Amount, then the Litigation Claimant is limited in recovery to the Judgment Amount. If the Judgment Amount is greater than the Reserved Amount, then the Litigation Claimant shall be limited in his or her recovery against the Survivors' Trust to the Reserved Amount, *provided, however*, that such recovery from the Survivors' Trust shall be further reduced by the amount of any liability for that judgment that is apportioned to (i) one or more third-party defendants in the Abuse Claim Litigation, and/or (ii) any Non-Settling Insurer on account of such Non-Settling Insurer's coverage obligations under an Abuse Insurance Policy, if any.

For the avoidance of doubt, if the entirety of the Judgment Amount is satisfied by the Non-Settling Insurer or other third party found liable, the Litigation Claimant shall have no further claims against the Survivors' Trust.

5.4 Revocation of Litigation Option Election

Upon written notice to the Survivors' Trustee, subject to the Survivors' Trustee's sole and absolute discretion, a Trust Claimant who selected the Litigation Option may rescind that election in favor of the Distribution Option. Notwithstanding the foregoing, the Survivors' Trustee shall consent to such rescission if such written notice of rescission is given prior to entry of an order of dismissal or a final judgment in the Abuse Claim Litigation in favor of a Released Party. Following effective rescission of the Litigation Option election, the former Litigation Claimant shall be treated as a Trust Claimant that elected the Distribution Option for all purposes.

5.5 Insurer Participation / Insurance Neutrality.

- i. The Survivors' Trustee will provide prompt notice to any potentially responsible Non-Settling Insurer(s) ("**Litigating Insurers**"), or any other potential interested party that a Litigation Claimant provided a Litigation Notice.
- ii. Nothing herein shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms and conditions of any Abuse Insurance Policy, (ii) the rights and obligations of the Debtor (or its Estate) and any Non-Settling Insurers (and third-party claims administrators) under any of the Abuse Insurance Policies, or (iii) the coverage or benefits provided under the Abuse Insurance Policies. For the avoidance of doubt, Litigating Insurers shall have all rights under the Insurance Policy and law.
- iii. Litigating Insurers shall have full rights to both defend liability and litigate coverage under any Abuse Insurance Policy, as permitted under such policy and law. Nothing herein shall be construed as limiting a Litigating Insurers' right to defend, provide a defense, settle, and/or pay a judgment in litigation. For all issues relating to insurance coverage in connection with Litigating Insurers, the relevant Abuse Insurance Policy shall control, subject to law.

6. CLAIM DISTRIBUTIONS

Distributions to all Abuse Claimants shall be as follows. This section is provided for clarity. To the extent this Section 6 conflicts with the Plan or any other detailed provisions herein, those provisions control.

6.1 Immediate Payments:

- i. Within thirty (30) days of the Effective Date, the Survivors' Trustee shall cause a distribution of \$50,000 to be delivered to the Immediate Payment Claimant, *provided, however*, the Survivors' Trustee has in his or her possession an Abuse Claim Release Agreement executed by that Immediate Payment Claimant.
- ii. After delivery of all Immediate Payments, the Survivors' Trustee shall not make any further distributions to any Immediate Payment Claimant from the Survivors' Trust Assets for any reason. Nor shall the Abuse Claim Reviewer assess or value the Immediate Payment Claimant's Claim.
- iii. The Survivors Trustee shall have no ongoing obligations to an Immediate Payment Claimant that has received an Immediate Payment.

6.2 Initial Distributions to Trust Claimants:

After the Abuse Claims Reviewer has made all applicable Initial Determinations, the Abuse Claims Reviewer has conducted all Second-Look Reviews, and the applicable time period has passed for all potential Litigation Claimants to submit their respective Litigation Claim Notices, the Survivors' Trustee shall make an Initial Distribution from the Trust Claim Reserve to all appropriate Trust Claimants that did not elect the Litigation Option. This amount shall be based on the points assigned to each Trust Claimant in the Final Determination based on the Survivors' Trust Assets then existing in the Trust Claim Reserve, less reserve amounts for administrative expenses, including litigation.

6.3 Subsequent Distributions to Trust Claimants:

Following the Initial Distribution, the Survivors' Trustee shall make one or more subsequent payments to Trust Claimants that did not elect the Litigation Option, comprised of such Claimants' *pro rata* share of the Survivors' Trust Assets then remaining in the Trust Claim Reserve, less reasonable reserve amounts for administrative expenses and litigation as the Survivors' Trustee deems appropriate.

6.4 Litigation Distribution(s):

Following resolution of each Litigation Option case, the Survivors' Trustee will make a Litigation Distribution in the amount as described in the above Section 5.3, less necessary reserves as determined by the Survivors' Trustee. If the Litigation Claimant's Litigation Distribution is less than the Reserved Amount, the excess of the Reserved Amount shall be reallocated to cover costs of the litigation first, then distributed to all Trust Claimants that elected the Distribution Option in accordance with this Survivors' Trust Distribution Plan in their *pro rata* share based on the Final Determination.

If: 1) the Survivors' Trust subsequently receives additional Survivors' Trust Assets that would have increased the Reserved Amount for a Litigation Claimant, and 2) the Litigation Distribution was less than the Judgment Amount, the Survivors' Trustee can make additional Litigation Distributions to such claimant up to the Judgment Amount, provided however, that in no event can a Litigation Claimant receive more than the total amount of his or her judgment from all sources. Any excess in the reserve for a Litigation Claimant will be reallocated for payment to all Trust Claimants who elected the Distribution Option.

The costs associated with the Litigation shall be deducted from and shall reduce any distributions made by the Survivors' Trust to the Litigation Claimant, including reasonable attorneys' fees and court costs. Such reduction shall be offset by any administrative fee paid by the Litigation Claimant. Recovery of the administrative fee or the costs incurred by the Survivors' Trust may be sought from any Insurer subject to the terms and conditions of any Insurance Policy, to the extent such costs constitute reasonable and necessary costs payable under non-settled Insurance Policy, and the Survivors' Trust may reimburse the Trust Claimant for the administrative fee paid or waive the deduction from the Trust Claimant's distribution to the extent that non-settled Insurance Policy reimburses the Survivors' Trust for such amounts.

6.5 Insurance Settlement Agreements:

To the extent the Survivors' Trust enters into an Insurance Settlement Agreement that covers a Trust Claim of a Litigation Claimant (such claimants being "**Settling Trust Claimants**"), (i) the Abuse Claim Litigation of such Settling Trust Claimant shall be promptly dismissed to the extent the Settling Trust Claimant is seeking a determination of, and the availability of insurance coverage for, the liability of a Released Party on account of a Litigation Claim, (ii) within thirty (30) days of receipt of the Cash consideration of such Insurance Settlement Agreement, the Survivors' Trust shall pay the Settling Trust Claimant an amount equivalent to 50% of the Settling Trust Claimant's then-existing Reserved Amount, calculated based on the value of the Survivors' Trust Assets immediately before receipt of such Cash consideration from the Insurance Settlement Agreement, (iii) the Settling Trust Claimant shall be deemed to have rescinded their election of the Litigation Option in favor of the Distribution Option and the Survivors' Trustee shall be deemed to have consented to such rescission, each in accordance with Section 9.8.4.7 of the Plan, and (iv) the remaining Cash realized by the Survivors' Trust on account of the Insurance Settlement Agreement shall be added to the Survivors' Trust Assets. Thereafter, Settling Trust Claimants shall be entitled to receive *pro rata* distributions from the Survivors' Trust Assets in accordance with the terms of this Plan and the Survivors' Trust Documents and be treated as having elected the Distribution Option.

6.6 Final Distribution:

Following final resolution of the last Abuse Claims Litigation, the Survivors' Trustee shall make his Final Distribution to Trust Claimants that elected the Distribution Option. The Final Distributions shall include any additional excess from the resolution of Litigation Claims, on a *pro rata basis*, if any.

7. UNKNOWN ABUSE CLAIMS

7.1 Applicability of Survivors' Trust Distribution Plan to Unknown Abuse Claims.

The provisions of this Survivors' Trust Distribution Plan applicable to Trust Claims shall apply to Unknown Abuse Claims, who shall receive distributions from the Unknown Claims Reserve.

7.2 Value of Unknown Abuse Claims.

Upon submission of the Unknown Abuse Claim to the Survivors' Trust, the Abuse Claim Reviewer shall calculate a point value for each Unknown Abuse Claim using the methodology set forth in Section 3.3 and the criteria and evaluation factors set forth herein in Section 4.1.

The value that is assigned to each Unknown Abuse Claim may be adjusted based on the Second-Look Review in Section 3.4.

7.3 Distributions to Unknown Abuse Claims.

The Survivors' Trustee shall review, administer and make distributions with respect to Unknown Abuse Claims with respect to the Unknown Claim Reserve of the Survivors' Trust on a rolling basis once the value of such Unknown Abuse Claim is established pursuant to Section 7.2 or a Litigation award is entered by a court of competent jurisdiction establishing the value of such Unknown Abuse Claim. Notwithstanding the foregoing, the Survivors' Trustee may elect to suspend distributions, or establish appropriate reserves for Unknown Abuse Claims, to facilitate the equitable, pro rata treatment of holders of Unknown Abuse Claims.

EXHIBIT G
COMMITTEE LETTER
[TO BE PROVIDED]