

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

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

10 *In re:*

11 THE ROMAN CATHOLIC BISHOP OF
 12 OAKLAND, a California corporation sole,
 13 Debtor.

Case No. 23-40523 WJL

Chapter 11

**COVER SHEET TO FOURTH
 INTERIM FEE APPLICATION OF
 SONTCHI, LLC, AS MEDIATOR, FOR
 ALLOWANCE AND PAYMENT OF
 COMPENSATION OF EXPENSES FOR
 THE PERIOD OF JANUARY 1, 2025,
 THROUGH APRIL 30, 2025**

DATE: AUGUST 13, 2025

TIME: 10:30 AM

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

OBJECTION DEADLINE: JULY 7, 2025

Name of Applicant:	SONTCHI, LLC
Name of Client:	The Roman Catholic Bishop of Oakland
Time Period covered by this application:	January 1, 2025 – April 30, 2025
Total compensation sought this period:	\$63,437.50
Total expenses sought this period:	\$4,422.47
Petition date:	May 8, 2023
Retention date:	Effective as of January 22, 2024
Date of order approving employment:	January 22, 2024 [Dkt. No. 810]
Total fees approved by interim order to date:	\$454,000.00
Total expenses approved by interim order to date:	\$42,190.58
Total allowed fees paid to date:	\$454,000.00
Total allowed expenses paid to date:	\$42,190.58
Mediator's rate	\$1,250.00 per hour



1	Fees sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$63,437.50
2		
3	Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$4,422.47
4		
5	Number of professionals included in this application:	1
6	If applicable, number of professionals in this application not included in staffing plan approved by client:	N/A
7		
8	If applicable, difference between fees budgeted and compensation sought for this period:	N/A
9		
10	Number of professionals billing fewer than 15 hours to the case during this period:	N/A
11	Are any rates higher than those approved or disclosed at retention? If yes, calculate and disclose the total compensation sought in this application using the rates originally disclosed in the retention application:	No
12		
13	Interim or Final:	Interim
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SUMMARY OF MONTHLY FEE STATEMENTS FOR THE INTERIM FEE PERIOD

Date Filed	Period Covered	80% of Fees Requested	Total Fees Incurred	Expenses Requested	Fees Approved	Expenses Approved	Amount Received	20% Holdback Requested
1/1/25 (Dkt. No. 1693)	1/1/25 To 1/31/25	\$5,850.00	\$7,312.50	\$0	\$5,850.00	\$0	\$5,850.00	\$1,462.50
2/1/25 (Dkt. No. 1793)	2/1/25 to 2/28/25	\$42,100.00	\$52,625.00	\$4,422.47	\$42,100.00	\$4,422.47	\$42,100.00	\$10,525.00
3/1/25 (Dkt. No. 1867)	3/1/25 to 3/31/25	\$2,800.00	\$3,500.00	\$0	\$2,800.00	\$0	\$2,800.00	\$700.00
Total		\$50,750.00	\$63,437.50	\$4,422.47	\$50,750.00	\$4,422.47	\$50,750.00	\$12,687.50

Summary of Any Objections to Monthly Fee Statements: None

Compensation and Expenses Sought in this Fourth Interim Application Not Yet Paid: \$12,687.50

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2 CHRISTOPHER S. SONTCHI
3 sontchi@sontchillc.com
4 11 Tobin Court
5 Hockessin, DE 19707

6 *Court Appointed Mediator*

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

10 *In re:*

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

13 Debtor.

Case No. 23-40523 WJL

Chapter 11

**FOURTH INTERIM FEE
APPLICATION OF SONTCHI, LLC, AS
MEDIATOR, FOR ALLOWANCE AND
PAYMENT OF COMPENSATION OF
EXPENSES FOR THE PERIOD OF
JANUARY 1, 2025, THROUGH APRIL
30, 2025**

DATE: AUGUST 13, 2025

TIME: 10:30 AM

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

OBJECTION DEADLINE: JULY 7, 2025

18 The Court Appointed Mediator Christopher S. Sontchi, through Sontchi, LLC, (the
19 “Mediator”) and pursuant to the Order Referring Parties to Mediation, Appointing Mediators, and
20 Granting Related Relief [Dkt. No. 810], respectfully submits this fourth interim application for
21 allowance of compensation and reimbursement of actual and necessary expenses (the “Fourth
22 Interim Application”) for services performed as mediator for the period of January 1, 2025,
23 through April 30, 2025 (the “Fourth Interim Fee Period”).

24 Sontchi, LLC seeks interim approval of its fees for services rendered and reimbursement of
25 expenses incurred during the Fourth Interim Fee Period totaling \$67,859.97, which sum represents
26 compensation for legal services rendered in the amount of \$63,437.50 and reimbursement for
27
28

1 expenses incurred in the amount of \$4,422.47 Accordingly, Sontchi, LLC requests that the sum of
2 \$67,859.97 be paid to Sontchi, LLC.

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

7 **BACKGROUND**

8 **A. General Background**

9 On May 8, 2023 (the "Petition Date"), the Debtor commenced the above-captioned chapter
10 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"). The Debtor continues to
11 operate its ministry and manage its assets and properties as a debtor in possession under sections
12 1107(a) and 1108 of the Bankruptcy Code.

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

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

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

11 **A.**

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

14 Since the Mediator's appointment, and during the Fourth Interim Fee Period, the Mediator
15 has attempted to mediate the significant issues in the case with the objective of reaching an efficient
16 resolution among the mediation parties. These efforts have included multiple meetings of the
17 Mediator and each mediation party separately via telephone or videoconferencing, as well as in-
18 person mediation sessions with the mediation parties on May 13-14, June 18-19, August 13,
19 September 10-11, October 16-17 and February 24-25. The mediation has not yet reached a
20 resolution, but the Mediator believes progress has been made and the mediation process remains
21 ongoing.

22 **SERVICES RENDERED**

23 **A. Mediation Services**

24 During the Fourth Interim Fee Period, the Mediator provided services in connection with
25 his role as Mediator, namely: communicating with the co-Mediator and the mediation parties
26 through emails and teleconferences; holding multiple meetings (via telephone or video-conference)
27 with the Committee, the Diocese, and their respective counsel; holding in-person mediation
28 sessions with the mediation parties, May 13-14, June 18-19, August 13, September 10-11, October

16-17 and February 24-25 and traveling to and from the in-person mediation sessions. Attached to this application as **Exhibit B** are copies of the Mediator's invoices during the Fourth Interim Fee Period, which were filed with the Mediator's monthly fee statements, and which include detailed time entries describing the services provided by the Mediator.

B. Additional Disclosures

Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period? If so, please explain.	Yes, hourly rate was discounted from \$1,500 to \$1,250.0 per hour.
If the fees sought in this fee application as compared to the fees budgeted for the time period covered by this fee application are higher by 10% or more, did you discuss the reasons for the variation with the client?	N/A
Have any of the professionals included in this fee application varied their hourly rate based on the geographic location of the bankruptcy case?	No
Does the fee application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices? (This is limited to work involved in preparing and editing billing records that would not be compensable outside of bankruptcy and does not include reasonable fees for preparing a fee application.) If so, please quantify by hours and fees.	No
Does this fee application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify by hours and fees.	No
If the fee application includes any rate increases since retention: i. Did your client review and approve those rate increases in advance? ii. Did your client agree when retaining the law firm to accept all future rate increases? If not, did you inform your client that they need not agree to modified rates or terms in order to have you continue the	N/A

1 representation, consistent with
2 ABA Formal Ethics Opinion 11-
3 458?

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

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

12 The Mediator understands that the Debtor has sufficient funds available to pay the fees
13 and costs requested herein.
14

15 **CONCLUSION**

16 WHEREFORE, the Mediator respectfully requests that the Court (a) authorize Fourth
17 interim allowance and direct payment of any unpaid fees and costs, and (b) award Fourth interim
18 compensation to the Mediator in the amount of \$67,859.97, inclusive of all fees and costs for the
19 Fourth Interim Period, consisting of \$63,437.47 in fees for legal services rendered and \$4,422.47
20 for reimbursement of expenses.
21

22 Dated: June 13, 2025

SONTCHI, LLC

23 By: Christopher S. Sontchi
24 Christopher S. Sontchi
25 Court Appointed Mediator
26
27
28

EXHIBIT A



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

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

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

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

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

Hearing Held

Date: January 17, 2024

Time: 9:30 a.m.

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

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

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

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

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

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

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

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

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

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

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

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

- 16 i. Assessment of sexual abuse claims and the Debtor’s potential legal
17 liability for the sexual abuse claims;
 - 18 ii. The negotiation of material financial, injunctive, and other provisions of a
19 plan of reorganization;
 - 20 iii. The resolution of disputes related to the formation of a trust and the
21 process for allowance of and distributions to holders of abuse claims;
 - 22 iv. The resolution of disputes related to the process to resolve claims
23 asserted by or against a church and certain other non-Debtor Catholic
24 entities within the Diocese;
 - 25 v. The resolution of any other issue necessary to reach agreement on the
26 terms of a confirmable plan of reorganization; and,
 - 27 vi. Such other issues as may arise.
- 28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COURT SERVICE LIST

All ECF Recipients

EXHIBIT B

Sontchi, LLC

Insolvency, Restructuring & Complex Litigation Expertise

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

Invoice # 107
Date: 02/03/2025

3500-000-CSS

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

Type	Date	Notes	Quantity	Rate	Total
Service	01/06/2025	Email correspondence	0.40	\$1,250.00	\$500.00
Service	01/07/2025	Zoom conference	0.60	\$1,250.00	\$750.00
Service	01/08/2025	Review of email correspondence and motion re mediation, email correspondence re same	0.60	\$1,250.00	\$750.00
Service	01/11/2025	Review of pleadings regarding mediation, email correspondence re same	0.80	\$1,250.00	\$1,000.00
Service	01/19/2025	Teleconference	0.20	\$1,250.00	\$250.00
Service	01/22/2025	Teleconference	0.25	\$1,250.00	\$312.50
Service	01/23/2025	Zoom conference, email correspondence	0.50	\$1,250.00	\$625.00
Service	01/25/2025	Teleconferences, email correspondence	1.00	\$1,250.00	\$1,250.00
Service	01/26/2025	Email correspondence, teleconferences	1.00	\$1,250.00	\$1,250.00
Service	01/31/2025	Zoom conference	0.50	\$1,250.00	\$625.00
				Total	\$7,312.50

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
77	10/31/2024	\$46,039.53	\$37,489.53	\$8,550.00
87	12/01/2024	\$72,771.11	\$59,496.11	\$13,275.00
90	01/02/2025	\$41,040.38	\$33,552.88	\$7,487.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
107	03/05/2025	\$7,312.50	\$0.00	\$7,312.50
Outstanding Balance				\$36,625.00
Total Amount Outstanding				\$36,625.00

Sontchi, LLC

Insolvency, Restructuring & Complex Litigation Expertise

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

Invoice # 112
Date: 03/03/2025

3500-000-CSS

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

Type	Date	Notes	Quantity	Rate	Total
Service	02/04/2025	Email correspondence	0.30	\$1,250.00	\$375.00
Service	02/10/2025	Email correspondence, Zoom conferences	1.20	\$1,250.00	\$1,500.00
Expense	02/10/2025	Hotel: Omni Hotels	1.00	\$907.46	\$907.46
Service	02/11/2025	Zoom conference	0.50	\$1,250.00	\$625.00
Service	02/19/2025	Meeting	1.00	\$1,250.00	\$1,250.00
Service	02/21/2025	Email correspondence, preparation for mediation	3.10	\$1,250.00	\$3,875.00
Expense	02/23/2025	Travel: American Airlines 2.23-2.26-2-25	1.00	\$2,246.97	\$2,246.97
Service	02/23/2025	Travel time from Del. to SF	9.00	\$625.00	\$5,625.00
Expense	02/23/2025	Travel: Lyft	1.00	\$100.50	\$100.50
Service	02/24/2025	Mediation	9.00	\$1,250.00	\$11,250.00
Expense	02/25/2025	Hotel: Marriott NI	1.00	\$909.80	\$909.80
Service	02/25/2025	Mediation, telephone conferences, email correspondence	8.00	\$1,250.00	\$10,000.00
Service	02/25/2025	Travel time from SF to Delaware	9.00	\$625.00	\$5,625.00
Expense	02/25/2025	Travel: Lyft	1.00	\$69.49	\$69.49
Expense	02/26/2025	Travel: limo exchange	1.00	\$188.25	\$188.25
Service	02/26/2025	Teleconferences, Zoom conferences, analysis, drafting letter, email correspondence	5.00	\$1,250.00	\$6,250.00
Service	02/27/2025	Drafting of revisions to letter, email correspondence, Zoom conference	2.50	\$1,250.00	\$3,125.00
Service	02/28/2025	Teleconferences, email correspondence, Zoom conferences	2.50	\$1,250.00	\$3,125.00
				Total	\$57,047.47

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
77	10/31/2024	\$46,039.53	\$37,489.53	\$8,550.00
87	12/01/2024	\$72,771.11	\$59,496.11	\$13,275.00
90	01/02/2025	\$41,040.38	\$33,552.88	\$7,487.50
107	03/05/2025	\$7,312.50	\$0.00	\$7,312.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
112	04/02/2025	\$57,047.47	\$0.00	\$57,047.47

Outstanding Balance **\$~~3~~,672.47**

Total Amount Outstanding **\$~~3~~,672.47**

Sontchi, LLC

Insolvency, Restructuring & Complex Litigation Expertise

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

Invoice # 118
Date: 04/01/2025

3500-000-CSS

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

Type	Date	Notes	Quantity	Rate	Total
Service	03/02/2025	Numerous telephone conferences, email correspondence	1.50	\$1,250.00	\$1,875.00
Service	03/07/2025	Email correspondence	0.50	\$1,250.00	\$625.00
Service	03/08/2025	Email correspondence	0.80	\$1,250.00	\$1,000.00
				Total	\$3,500.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
77	10/31/2024	\$46,039.53	\$37,489.53	\$8,550.00
87	12/01/2024	\$72,771.11	\$59,496.11	\$13,275.00
90	01/02/2025	\$41,040.38	\$33,552.88	\$7,487.50
107	03/05/2025	\$7,312.50	\$5,850.00	\$1,462.50
112	04/02/2025	\$57,047.47	\$0.00	\$57,047.47

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
118	05/01/2025	\$3,500.00	\$0.00	\$3,500.00
Outstanding Balance				\$3,322.47
Total Amount Outstanding				\$3,322.47