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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 **NOTICE REGARDING SUBMISSION OF REVISED LETTER TO SURVIVORS REGARDING COMMITTEE'S PLAN** Judge: Hon. William J. Lafferty

The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"), hereby files this notice of submission of its revised letter to survivors (the "Debtor Letter") regarding *the Official Committee of Unsecured Creditors' First Amended Plan of Reorganization, Dated April 15, 2026* [Docket No. 2832] (as may be modified, the "Committee Plan") and the *Second Amended Disclosure Statement for the Official Committee of Unsecured Creditors' First Amended Plan of Reorganization, Dated April 15, 2026* [Docket No. 2833] (the "Committee Disclosure Statement").

The Debtor respectfully submits that the Committee's Disclosure Statement should not be approved and that the Committee's Plan should not be confirmed for the reasons outlined in the Debtor's *Opposition to the Disclosure Statement for the Official Committee of Unsecured Creditors' First Amended Plan of Reorganization Dated April 15, 2026* [Docket No. 2840]. However, should the Court approve the Committee Disclosure Statement and permit the Committee to solicit votes on its Plan (which the Debtor contends it should not), the Debtor requests that the Debtor Letter, attached hereto as **Exhibit A**, be included alongside it. The Debtor reserves the right to amend and/or supplement the Debtor Letter should the Committee do similarly with respect to the Committee Disclosure Statement.

DATED: April 16, 2026

FOLEY & LARDNER LLP
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/s/ Shane J. Moses
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EXHIBIT A

THE ROMAN CATHOLIC BISHOP OF OAKLAND

The Debtor Recommends Sexual Abuse Survivors

(I) Vote to **Accept (Vote For)** the **Debtor Plan.**

and

(II) Vote to **Reject (Vote Against**) the **Committee Plan**.

The Roman Catholic Bishop of Oakland (referred to as the "**Debtor**"), the debtor-in-possession in the chapter 11 bankruptcy case captioned *In re The Roman Catholic Bishop of* Oakland, Case No. 23-40523 in the Northern District of California, filed its *Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* [Docket No. 2758] (referred to as the "**Debtor Plan**"). The Debtor Plan is described in detail in the *Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2759] (referred to as the "**Debtor Disclosure Statement**").

The Official Committee of Unsecured Creditors (referred to as the "**Committee**") filed its *First Amended Plan of Reorganization dated April 15, 2026* [Docket No. 2832] (referred to as the "**Committee Plan**"). The Committee Plan is described in the *Second Amended Disclosure Statement for the Official Committee of Unsecured Creditors' Plan of Reorganization, Dated March 27, 2026* [Docket No. 2753] (referred to as the "**Committee Disclosure Statement**").

All survivors in this bankruptcy may vote on either of the Debtor Plan or the Committee Plan. You will receive copies of both Plans and both Disclosure Statements.

The Debtor strongly recommends that you vote to ACCEPT the Debtor Plan and REJECT the Committee Plan. You will receive a ballot from your counsel giving you these options.

The Debtor firmly believes:

1. The Committee's Plan cannot and will not be confirmed by the Bankruptcy Court.
2. The Debtor Plan offers the best path forward for sexual abuse survivors, providing meaningful, certain, and timely compensation.
3. If the Debtor Plan is not confirmed, this bankruptcy case will likely be dismissed, forcing survivors to pursue their claims individually in state court—a process that could take years and yield uncertain results.

Please review the accompanying letter from the Debtor to learn more about why the Debtor concludes the Committee Plan should not be supported by Survivors, but the Debtor Plan should.

or

Contact the Debtor's legal counsel with any questions about the Debtor's recommendation at:

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All documents in the Debtor's chapter 11 case are available at the Debtor's informational website: https://veritaglobal.net/rcbo or upon request to Debtor's counsel.

From **THE ROMAN CATHOLIC BISHOP OF OAKLAND**

April [●], 2026

Dear Survivors:

The Roman Catholic Bishop of Oakland (the "**Debtor**") is writing to you because you deserve straightforward, honest information before you cast your vote on the Debtor Plan and Committee Plan. Enclosed with this letter is the Committee Disclosure Statement for the Committee Plan.

The Debtor urges you in the strongest possible terms to vote FOR the Debtor Plan and AGAINST the Committee Plan.

This letter summarizes the important problems with the Committee Plan and the Committee Disclosure Statement and explains why the Debtor believes the Debtor Plan offers a better, more certain path to compensation for you and all Survivors. The Debtor filed its initial *Opposition to the Disclosure Statement for the Official Committee of Unsecured Creditors' Plan of Reorganization dated March 27, 2026* [Docket No. 2796], which was supplemented in the *Opposition to the Committee's Second Amended Disclosure Statement* [Docket No. ____] (together, the "**Debtor Opposition**"), which set forth in detail why the Committee Plan cannot, should not, and must not be confirmed, and why the Committee Disclosure Statement should not be approved. It is available at the Debtor's information website and upon request to counsel.

In short, the Debtor opposes the Committee Plan because:

- **It cannot make its required payments.** The Committee Plan requires payment of approximately $53.5 million on the Effective Date that the Debtor does not have and is not projected to have when the payments come due.
- **It contemplates the forced closure and sale of thirty of the Debtor's Churches, an outcome it cannot assure.** Though it attempts to hedge on "how," Committee Plan implicitly relies on the Debtor closing and selling a third of its Churches against its will.
- **It offers no explanation of "why" it demands what it demands.** The Committee has provided no meaningful explanation of how the Committee settled on $195.2 million in contributions from the Debtor being appropriate.
- **It obfuscates and misleads.** The Committee Disclosure Statement contains mischaracterizations of events and continues to contemplate contributions from third parties that will never happen. This appears designed to obscure the fact that the Debtor's Plan offers certainty of significant payments to creditors, whereas the Committee's Plan offers significantly less certainty.
- **It may prevent you from having your day in court.** Unlike the Debtor Plan, which allows *all* survivors who want to pursue claims against the Debtor's insurance companies to do so, the Committee Plan requires survivors to first get authorization from a Trustee to pursue their state-court cases—meaning some claimants may never get to litigate.
- **Dismissal is not a better alternative.** The Committee's continued assertion that dismissal is preferable to the Debtor Plan ignores that it would leave hundreds of claimants in a race to the courthouse with no guarantee of recovery.

Each of these concerns is discussed in detail below.

What the Debtor Plan Offers You

The Debtor Plan will pay a minimum of **$180 million in certain contributions** from RCBO and the Roman Catholic Welfare Corporation ("**RCWC**") over a 3.5-year period, including **$40 million on the Effective Date**.[1] Unlike the Committee Plan, these are not aspirational targets or hypothetical projections. They are committed amounts, backed by binding agreements with the entities responsible for making them. If more funds are available because a contested confirmation is not necessary, the Debtor's Effective Date contributions could increase commensurately.

You are Assured of Funding on Day One. The Debtor Plan includes $40 million available on the Effective Date, funded through a negotiated $55 million exit facility from RCC.[2] This exit facility rolls over the projected $15 million debtor-in-possession financing and provides the additional funds needed to make the initial contribution to the Survivors' Trust. The Debtor Plan also reamortizes the approximately $25.7 million prepetition secured claim owed to RCC so it can be serviced over time rather than requiring immediate payment.

Payment To You Is Assured From Entities That Have Agreed to Participate. Every entity whose cooperation is needed under the Debtor Plan has agreed to participate.[3] RCWC has committed to making contributions alongside RCBO. RCC has agreed to provide the exit facility and to reamortize its prepetition secured claim. Adventus has agreed to contribute the net proceeds from the sale of the Livermore Property. These are not assumptions or hopes—they are agreements already in place.

You Will Receive Contributions Over Time. Beyond the initial $40 million, the Debtor Plan provides for additional contributions totaling $140 million over approximately 3.5 years. The Debtor filed a Disclosure Statement that explains how it will meet these funding obligations, including through meaningful cuts to its operations, the closure and sale of full-site Churches, and the liquidation of significant real estate.[4] The Debtor has accepted these sacrifices because it believes compensating Survivors is the right thing to do.

Your Right to Go to Court Is Preserved. Every Survivor who elects the Litigation Option under the Debtor Plan may proceed with their state-court case to pursue additional individual recoveries from Insurers. There are no exceptions to this maxim in the Debtor Plan and no gatekeeping by a Trustee.[5] You do not need anyone's permission. You do not need to be selected or prioritized. If you choose the Litigation Option, you may go forward.

In short, the Debtor Plan offers a clear, defined, and funded path to getting money into the Survivors' Trust and into your hands. It is the product of extensive negotiation, court-supervised disclosure, and binding commitments from every entity involved.

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1 Debtor Plan § 9.3; Debtor Disclosure Statement at 7-9.

2 Debtor Disclosure Statement at 2-3, 7.

3 *See Statement of the Roman Catholic Welfare Corporation of Oakland, the Roman Catholic Cemeteries of Oakland, and Adventus in Support of the Debtor's Fourth Amended Plan of Reorganization* [Docket No. 2708] (the "**RCWC Statement**") at 7.

4 Debtor Disclosure Statement at 7-9.

5 Debtor Plan § 8.2.

How the Debtor Plan Compares to Other Cases

The Debtor Disclosure Statement includes a chart comparing the contributions in the Debtor Plan to similar diocesan or religious order bankruptcy cases. Rather than reproduce it in its entirety, certain information from the cases with plans of reorganization confirmed (or agreements reached) in the last 2 years are set forth below:

Case Name/No.	**Date Plan confirmed**	**No. of survivor claims**	**Average per-claim recovery from Debtor/ NDCE**	**Average per-survivor claim recovery from insurance**	**Average per-survivor claim recovery, total**
In re The Diocese of Camden, New Jersey, 20-21257 (Bankr. D.N.J.)	3/14/2024	324	$270,062	$285,494	$555,556
In re The Roman Catholic Diocese of Rockville Centre, New York, 20-12345 (Bankr. S.D.N.Y.)	12/4/2024	565	$415,584	$151,372	$566,956
In re The Roman Catholic Diocese of Syracuse, New York, 20-30663 (Bankr. N.D.N.Y.)	9/26/2025	374	$267,380	unknown (insurance assignment)	unknown (insurance assignment)
In re The Diocese of Rochester, 19-20905 (Bankr. W.D.N.Y.)	9/5/2025	471	$116,773	$406,263	$523,036
In re The Roman Catholic Church of the Archdiocese of New Orleans, 20-10846 (Bankr. E.D. La.)	12/8/2025	660	$295,132	unknown ($44,356 plus insurance assignment)	unknown ($339,488 plus insurance assignment)
In re Franciscan Frairs of California, Inc., 23-41723 (Bankr. N.D. Cal.)	TBD	99	$202,020	unknown (insurance assignment)	unknown (insurance assignment)
In re The Roman Catholic Bishop of Oakland, 23-40523 (Bankr. N.D. Cal.)	**TBD**	**345**	**$521,739**	**unknown (insurance assignment)**	**unknown (insurance assignment)**

Notwithstanding the foregoing, the Committee asserts that the Debtor Plan is insufficient, asking you to vote in favor of the Committee Plan instead.

How the Two Plans Compare

	Debtor Plan	Committee Plan
Total Contributions	$180 million, committed and agreed to by RCBO and RCWC.	$195.2 million, demanded from the Debtor with insufficient explanation of "how" or "why."[6]
Money Available on Day One	$40 million (and possibly more), funded through a negotiated exit facility.	$53.5 million required, but the Debtor does not have these funds and is not projected to.[7]
Entities Cooperating?	Yes. RCBO, RCWC, RCC, and Adventus have all agreed to participate.	No. — RCWC, RCC, and Adventus all refuse to participate.[8]
Your Right to Go to Court	Every claimant who chooses the Litigation Option may proceed — no exceptions.	A Trustee decides whether you are allowed to proceed. Some claimants may never get to litigate.[9]
Financial Plan Provided?	Yes. The Debtor has explained how it will fund its contributions.	Yes, but. The Committee's Funding Analysis is expressly contingent on closing and selling ***thirty*** of the Debtor's Churches. No financial projections have been provided.[10]

Why the Committee Plan Cannot Deliver What It Promises

The Committee Plan asks for significantly more money from the Debtor—$195.2 million—but the Committee has never explained where that number comes from, taken a definitive position on how the Debtor is supposed to pay it, or described that amount is fair. The Committee has provided no valuation analysis, no methodology, and no financial projections to support its proposal. The Bankruptcy Court previously directed the Committee to explain both the "how" and the "why" of its Plan, as well as outline the risks associated with attempting to compel the liquidation of assets it does not own, and the Committee has failed to do so.[11]

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6 Committee Plan § 9.3.1.

7 Committee Plan § 9.3.1.

8 *See* Committee Plan §§ 9.3.2–9.3.4; Docket No. 2801 ("The Non-Debtor Catholic Entities explicitly reject the Committee's Plan and correspondingly any insinuation in the Committee's Disclosure Statement that the Non-Debtor Catholic Entities will support and/or contribute to their Plan, even on a voluntary basis.").

9 Committee Plan § 9.8 (requiring Survivors' Trustee authorization before Litigation Option claimants may proceed with state-court cases).

10 The Committee Disclosure Statement concedes that financial projections have not been filed and will be provided only after the Debtor files its own, meaning those projections do not currently exist. *Id* at 25, n.15.

11 Transcript of Proceedings dated December 18, 2024 at 30:15–19; Transcript of Proceedings dated March 13, 2026 at 20:41–21:10; Transcript of Proceedings dated April 10, 2026 at 52:13-15.

Below are the principal problems with the Committee Plan.

1. The Committee Plan Cannot Make Its Required Payments on Day One.

The Committee Plan requires payments by the Debtor on the Effective Date totaling approximately **$53.5 million**, including:

- An Initial Debtor Contribution to the Survivors' Trust of **$33.1 million**;[12]
- Repayment of a projected **$15 million** debtor-in-possession financing facility;[13]
- Satisfaction of outstanding amounts owed on account of a prepetition secured claim of approximately **$4 million**;[14] and
- Payments to general unsecured creditors totaling approximately **$1.4 million**.[15]

The Debtor does not have $53.5 million in available funds to make these payments, nor is it projected to have them on the Effective Date without financing from RCC, which the Committee Plan does not contemplate the Debtor obtaining. Critically, despite its recent assertions to the contrary, the Committee's $33.1 million Initial Debtor Contribution necessarily depends on assets the Debtor has asserted are restricted and unavailable to pay creditors. This is a legal dispute all parties agree cannot be resolved before confirmation.[16] Thus, the very first payment under the Committee Plan cannot be made as proposed, calling into question the entire structure of the Plan.

By contrast, the Debtor Plan solves these issues through a negotiated financing agreement with RCC and reamortization of existing debt, with the support of the entities involved.[17]

2. The Committee Plan Is Significantly Riskier than the Debtor Plan.

Initial payment issues aside, the entirety of the Committee Plan is significantly riskier than the Debtor Plan. Because the Committee does not own the assets it seeks to sell, it lacks the ability to force outcomes.

The Debtor Plan has no such issues, the Debtor being the party that owns its assets. The Debtor Plan also has the support of several other entities:

- **RCWC** has refused to participate in the Committee Plan, and the Bankruptcy Court directed the Committee to remove mentions of it from the Committee Disclosure Statement. Earlier versions of the Committee Disclosure Statement were inherently misleading on this basis. RCWC **will** contribute to the Debtor Plan.[18]
- **Adventus**, the owner of the Livermore Property, has agreed to contribute the net proceeds from its sale of real estate to the Debtor Plan but has no similar agreement with the Committee.[19]

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[12] Committee Plan § 9.3.1.
[13] Committee Plan § 9.3.1.
[14] Committee Plan §§ 4.1, 9.3.1.
[15] Committee Plan §§ 4.3.2, 9.3.1.
[16] *See* Transcript of Proceedings dated March 20, 2026 at 27:10–24 (Court acknowledging restricted assets dispute cannot be resolved prior to confirmation).
[17] *See* Debtor Disclosure Statement at 7; Debtor Plan § 4.1.
[18] Committee Plan § 9.3.2; Committee Disclosure Statement at 4.
[19] *See* Committee Plan § 9.3.4; cf. Debtor Plan § 9.3 (reflecting Adventus's agreement to contribute Livermore Property proceeds under the Debtor Plan).

- **The Roman Catholic Cemeteries of the Diocese of Oakland ("RCC")** has also refused to cooperate with the Committee Plan, yet the Committee Plan requires both repayment of a DIP facility from RCC and satisfaction of a portion of RCC's prepetition secured claim on the Effective Date.[20]

A plan that depends on contributions from parties who have affirmatively refused to contribute and cannot be compelled to contribute is not a plan you should rely on. The Bankruptcy Court has noted the risk associated with the Committee attempting to liquidate the Debtor's assets, and you should, too.

3. The Committee Plan Does Not Explain How or Why It Will Work.

Despite being approved by the Bankruptcy Court, the Committee Disclosure Statement fails to provide information necessary so that you, a Survivor, can vote intelligently. Previously, the Bankruptcy Court has made clear a plan proponent must explain "why they're doing what they're doing, what you're going to get, and why that's fair and legally supportable."[21] The Committee has not done this.

- It has not explained **why** $195.2 million is the right number.
- It explicitly declines taking a definite position on **how** the Debtor is supposed to fund that amount.
- It has not filed **financial projections** demonstrating the Debtor can make the proposed initial payments.
- The Committee has previously stated that it "anticipates" a favorable ruling in litigation as to 90% of the assets the Debtor claims are restricted in litigation. It does not provide any justification for this assertion or analyze the risk of adverse rulings. It is not coincidence that the Committee wants $33.1 million on the Effective Date and is suing for $33.3 million in that adversary.

4. The Committee Disclosure Statement Mischaracterizes Key Issues.

The Committee Disclosure Statement contains several misrepresentations:

- **Projected Distributions**: The Committee has previously described the Debtor's projected per-claimant payments ($521,700) as "paltry" and "pennies on the dollar" despite the fact that the *Committee Plan projects a lower per-claimant recovery*.
- **Parish Closures**: The Committee repeatedly attempts to hedge on what it wants the Debtor to do, simultaneously saying it won't dictate while providing a funding plan that contemplates the closure and sale of more than a third of the Debtor's Churches.
- **Payment Timing**: The Committee suggests its Plan will get Survivors money faster than the Debtor Plan. But the Committee Plan has the same timing issue it criticizes: no

[20] Committee Plan §§ 4.1, 4.3.

[21] Transcript of Proceedings dated December 18, 2024 at 30:15–19; Transcript of Proceedings dated March 13, 2026 at 20:41–21:10.

contributions occur until after the Effective Date, and each side is likely to appeal an adverse decision, delaying each Plan's Effective Date.[22]

- **Total Distributions**: The Committee continues to tout a potential RCWC contribution of $118.9 million, again suggesting claimants could receive substantially more under the Committee Plan, despite RCWC's explicit refusal to participate.[23] This will not happen.

5. The Committee Plan's Litigation Option May Prevent You from Having Your Day in Court.

Under the Debtor Plan, every claimant who elects the Litigation Option may proceed with their state-court case against Insurers.[24] Under the Committee Plan, however, the Survivors' Trustee must first **authorize** which claimants may proceed.[25] This means that if you elect the Litigation Option under the Committee Plan, there is no guarantee you will ever be permitted to pursue your claim. Some claimants may never get to litigate at all and may never be told why. This is a critical difference between the two Plans that the Committee Disclosure Statement does not adequately explain.

6. Dismissal Is Not a Better Outcome for You.

The Committee Disclosure Statement suggests dismissal of this bankruptcy case would be preferable to confirmation of the Debtor Plan.[26] Think carefully about what that means. Dismissal will send over three hundred Survivors back into the state-court system, where those at the front of the line would recover more from the Debtor's limited resources—including insurance—than those at the back of the line. Currently only *one* case brought against the Debtor by a Survivor is scheduled to proceed to trial in 2026, and only five are scheduled to proceed to trial in 2027. At this pace, claimants at the back of the line could wait *decades* just for their day in court, let alone a financial recovery. The Debtor Plan, by contrast, provides a mechanism for all claimants to recover from the Survivors' Trust and to pursue insurance through the Litigation Option.

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22 Committee Disclosure Statement at 1; Committee Plan § 12.1 (requiring entry of a final, nonappealable confirmation order as a condition to the Effective Date).

23 *See, e.g.*, Committee Disclosure Statement at 1, n. 4; 4, n. 5; 5.

24 Debtor Plan § 5.3.4.

25 Committee Plan § 5.3.4 (requiring Survivors' Trustee authorization before Litigation Option claimants may proceed with state-court cases).

26 Committee Disclosure Statement at 33 (Committee stating that "dismissal is a preferable alternative to confirmation of the [Debtor Plan]" because it would be "a more fair and equitable option than cram down").

The Bottom Line

The Debtor Plan offers you **certainty**: $180 million in committed contributions with $40 million available on the Effective Date, funded through negotiated arrangements with cooperating entities, and a Litigation Option that allows every claimant to pursue their state-court case if they choose.

The Committee Plan offers you **uncertainty**: $195.2 million in demanded contributions with no definitive explanation of how or why, reliant on funds the Debtor does not have, the liquidation of property the Committee does not own, and a Litigation Option that may prevent you from ever having your day in court.

In a hearing on April 10, 2026, the Bankruptcy Court recognized the inherent uncertainty of the Committee Plan, directing the Committee to, among other things, describe (i) **why it is harder for the Committee** to monetize assets than for the Debtor, and (ii) the **uncertainty and challenge** inherent in the Committee trying to dispose of assets it does not control. Specifically, the Bankruptcy Court noted "the central issue in this case now, which is [the Committee is] not in charge of what you want to dispose."[27] Critically, the Committee did not rise to this challenge or meet this obligation.

The Debtor has neither problem, and and for that reason, a Committee Plan seeking to compel the Debtor to pay $195.2 million is not a better outcome for Survivors than a Debtor Plan with certain contributions of $180 million.

Accordingly, the Debtor respectfully asks that you protect your interests by voting **FOR** the Debtor Plan and **AGAINST** the Committee Plan.

Respectfully,

THE ROMAN CATHOLIC BISHOP OF OAKLAND

By its attorneys,

FOLEY & LARDNER LLP

If you have any questions about this letter, the Debtor Plan, the Disclosure Statements, the Committee Plan, or the voting procedures, please contact Foley & Lardner LLP by emailing Mark C. Moore at mmoore@foley.com.

[27] Transcript of Proceedings Dated April 10, 2026 at 116:18-116:23.