Blaise S. Curet (State Bar No. 124983)
SINNOTT, PUEBLA, CAMPAGNE
& CURET, APLC
2001 Addison Street
Suite 110
Berkeley, California 94704
Tel: (415) 352-6200
Fax: (415) 352-6208
BCuret@spcclaw.com

Joshua D. Weinberg (*pro hac vice pending*)
Joshua P. Mayer (*pro hac vice pending*)
Anna Belle Reilly (*pro hac vice pending*)
RUGGERI PARKS WEINBERG LLP
1875 K Street NW, Suite 800
Washington, DC 20006
Tel: (202) 984-1400
Fax: (202) 984-1401
jweinberg@ruggerilaw.com
jmayer@ruggerilaw.com
areilly@ruggerilaw.com

Counsel for Westport Insurance Corporation f/k/a Employers Reinsurance Corporation

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

CERTAIN INSURERS' DEPOSITION DESIGNATION OF ATTILA BARDOS

Westport Insurance Corporation, f/k/a Employers Reinsurance Corporation ("Westport"), and Continental Casualty Company ("CNA"), Pacific Indemnity Company, Pacific Employers Insurance Company, Insurance Company of North America, and Westchester Fire Insurance Company (the "Pacific Insurers"), and Certain Underwriters at Lloyd's, London and Certain Market Insurers ("LMI"),[1] (collectively, the "Certain Insurers"), respectfully designate the

[1] LMI are Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 60034 issued to the Roman Catholic Bishop of San Francisco, and Nos. K 78318 and CU 3061 issued to the Roman Catholic Bishop of Oakland; Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Co. Ltd.); the Ocean Marine Insurance Company Limited (as Part VII transferee of the World Auxiliary Insurance Corporation Limited); River Thames Insurance Company Limited; Dominion Insurance Company Limited; Companhia de Seguros Fidelidade-Mundial f/k/a Fidelidade Insurance Company of Lisbon; and R&Q Gamma Company Limited (as Part VII transferee of Anglo French Ltd.).

following deposition excerpts of Atilla Bardos that they may use at the confirmation hearing of the *Debtor's Modified Fourth Amended Plan of Reorganization*, commencing on June 15, 2026 (the "Confirmation Hearing"). A copy of the May 6, 2026 deposition transcript for Attila Bardos is attached hereto as **Exhibit A**.

The Certain Insurers reserve the right to amend, supplement, or otherwise modify these designations and to make rebuttal, cross, and impeachment designations. The Certain Insurers also reserve the right to use any deposition testimony, whether identified or not, in rebuttal and/or cross-examination. The Certain Insurers also reserves the right to present at the Confirmation Hearing deposition testimony of witnesses identified by any other party.

May 6, 2026 Deposition of Attila Joseph Bardos			
Initial Designation	**Objections to Designations**	**Counter Designations**	**Objections to Counter-Designations**
11:15 - 12:3		108:10-109:16	Entirely attorney colloquy — statements of counsel are not testimony or evidence; hearsay (FRE 801, 802); not proper completeness material (FRE 106; FRCP 32(a)(6)); relevance (FRE 401, 402); FRE 403.
121:8 - 121:25		118:4-121:4	Includes counsel colloquy and speaking objections (118:23-24; 121:2-4), which are not testimony; hearsay (FRE 801, 802); exceeds scope necessary for completeness (FRE 106; FRCP 32(a)(6)); improper lay opinion and speculation regarding plan purpose (119:5-16) (FRE 602, 701); needlessly presenting cumulative evidence (FRE 403).
122:23 - 123:24			
126:2 - 126:13			
126:18 - 127:1		194:10-196-22	Not responsive to the designated testimony and not necessary for completeness (FRE 106; FRCP

May 6, 2026 Deposition of Attila Joseph Bardos			
Initial Designation	**Objections to Designations**	**Counter Designations**	**Objections to Counter-Designations**
			32(a)(6)); hearsay (FRE 801, 802); hearsay within hearsay — counsel reading the Debtor's own interrogatory responses, which the Debtor may not offer (FRCP 33(c); FRE 805); incomplete hypothetical/speculation (FRE 602, 701); relevance (FRE 401, 402); FRE 403.
127:2 - 128:11		108:10-109:16	Entirely attorney colloquy — statements of counsel are not testimony or evidence; hearsay (FRE 801, 802); not proper completeness material (FRE 106; FRCP 32(a)(6)); relevance (FRE 401, 402); FRE 403.
130:2 - 131:1		131:12-132:2 132:16-134:16	131:12-132:2: Hearsay (FRE 801, 802); exceeds scope necessary for completeness (FRE 106; FRCP 32(a)(6)); non-responsive, self-serving narrative and improper lay opinion (131:25-132:2) (FRE 701). 132:16-134:16: Includes counsel objection (133:16-17), which is not testimony; improper lay opinion/legal conclusion regarding plan intent (134:15-16) (FRE 701); lacks foundation (FRE 602); hearsay (FRE 801, 802); exceeds scope necessary for completeness (FRE 106; FRCP 32(a)(6)); FRE 403.
137:17 - 138:11		194:10-196-22 197:20 - 201:1	194:10-196:22: Not responsive to the designated testimony and not necessary for completeness (FRE 106; FRCP 32(a)(6)); hearsay (FRE 801, 802); hearsay within hearsay — counsel reading the Debtor's own interrogatory responses, which the Debtor may not offer (FRCP 33(c); FRE 805); incomplete hypothetical/speculation (FRE 602, 701); relevance (FRE 401, 402); FRE 403. 197:20-201:1: No objection; duplicative of Insurers' initial designation of the

May 6, 2026 Deposition of Attila Joseph Bardos			
Initial Designation	**Objections to Designations**	**Counter Designations**	**Objections to Counter-Designations**
			same testimony.
138:14 - 139:20	Relevance, legal conclusion	194:10-196-22 197:20 - 201:1	194:10-196:22: Not responsive to the designated testimony and not necessary for completeness (FRE 106; FRCP 32(a)(6)); hearsay (FRE 801, 802); hearsay within hearsay — counsel reading the Debtor's own interrogatory responses (FRCP 33(c); FRE 805); incomplete hypothetical/speculation (FRE 602, 701); relevance (FRE 401, 402, FRE 403). 197:20-201:1: No objection; duplicative of Insurers' initial designation of the same testimony.
139:22 - 140:5	Relevance, legal conclusion	140:6-8 194:10-196-22 197:20 - 201:1	140:6-8: Consists solely of counsel's speaking objection — statements of counsel are not testimony or evidence; hearsay (FRE 801, 802); FRE 403. 194:10-196:22: Not responsive to the designated testimony and not necessary for completeness (FRE 106; FRCP 32(a)(6)); hearsay (FRE 801, 802); hearsay within hearsay — counsel reading the Debtor's own interrogatory responses (FRCP 33(c); FRE 805); incomplete hypothetical/speculation (FRE 602, 701); relevance (FRE 401, 402); FRE 403. 197:20-201:1: No objection; duplicative of Insurers' initial designation of the same testimony.
140:9 - 140:24	Outside Scope of 30(b)(6)	141:24-142:24 194:10-196-22 197:20 - 201:1	141:24-142:24: Entirely attorney colloquy regarding deposition scope — not testimony or evidence; hearsay (FRE 801, 802); not proper completeness material (FRE 106; FRCP 32(a)(6)); FRE 403. 194:10-196:22: Not responsive to the designated testimony and not necessary for completeness (FRE 106; FRCP 32(a)(6)); hearsay (FRE 801, 802);

May 6, 2026 Deposition of Attila Joseph Bardos			
Initial Designation	**Objections to Designations**	**Counter Designations**	**Objections to Counter-Designations**
			hearsay within hearsay — counsel reading the Debtor's own interrogatory responses (FRCP 33(c); FRE 805); incomplete hypothetical/speculation (FRE 602, 701); relevance (FRE 401, 402); FRE 403. 197:20-201:1: No objection; duplicative of Insurers' initial designation of the same testimony.
141:1 - 141:23	Outside Scope of 30(b)(6)	141:24-142:24 194:10-196-22 197:20 - 201:1	141:24-142:24: Entirely attorney colloquy regarding deposition scope — not testimony or evidence; hearsay (FRE 801, 802); not proper completeness material (FRE 106; FRCP 32(a)(6)); FRE 403. 194:10-196:22: Not responsive to the designated testimony and not necessary for completeness (FRE 106; FRCP 32(a)(6)); hearsay (FRE 801, 802); hearsay within hearsay — counsel reading the Debtor's own interrogatory responses,(FRCP 33(c); FRE 805); incomplete hypothetical/speculation (FRE 602, 701); relevance (FRE 401, 402); FRE 403. 197:20-201:1: No objection; duplicative of Insurers' initial designation of the same testimony.
143:1 - 143:18		144:13-147:9 197:20 - 201:1	144:13-147:9: Includes counsel objections (145:14; 146:3-5), which are not testimony; improper lay opinion/legal conclusion regarding plan interpretation, elicited over the Debtor's own legal-conclusion objection (146:3-5) (FRE 701); lacks foundation (FRE 602); hearsay (FRE 801, 802); exceeds scope necessary for completeness (FRE 106; FRCP 32(a)(6)); needlessly presenting cumulative evidence (FRE 403). 197:20-201:1: No objection; duplicative of Insurers' initial designation of the

May 6, 2026 Deposition of Attila Joseph Bardos			
Initial Designation	**Objections to Designations**	**Counter Designations**	**Objections to Counter-Designations**
			same testimony.
155:25 - 156:14		152:20-155:7	Concerns a different plan provision (§ 13.12.4) than the designated testimony (§ 13.3) and is not necessary for completeness (FRE 106; FRCP 32(a)(6)); lacks foundation and calls for speculation (154:19; 155:3-4) (FRE 602); includes counsel objections (152:23; 154:15); hearsay (FRE 801, 802); FRE 403.
160:10 - 161:14		156:15-159:21	Designates testimony the witness expressly withdrew (161:3-8) — misleading and unfairly prejudicial (FRE 403); includes counsel colloquy (157:25-158:8); hearsay (FRE 801, 802); needlessly presenting cumulative evidence (FRE 403).
184:21– 184:23		184:24-185:11	Relevance (FRE 401, 402); speculation (185:1-2) (FRE 602); exceeds scope necessary for completeness (FRE 106; FRCP 32(a)(6)).
185:13 - 185:23			
185:25 - 186:12			
186:16 - 187:4			
197:20 - 201:1			
201:17 - 202:12		197:20 - 201:1	No objection; duplicative of Insurers' initial designation of the same testimony (197:20-201:1).

Dated: June 11, 2026

/s/ Blaise S. Curet

Blaise S. Curet (State Bar No. 124983)
SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC
2001 Addison Street
Suite 110
Berkeley, California 94704
Telephone/Facsimile: (415) 352-6200
BCuret@spcclaw.com

Joshua D. Weinberg (*pro hac vice pending*)
Joshua P. Mayer (*pro hac vice pending*)
Anna Belle Reilly (*pro hac vice pending*)
RUGGERI PARKS WEINBERG, LLP
1875 K Street, NW, Suite 800
Washington, DC 20006
Tel: (202) 469-7750
Fax: (202) 984-1401
jweinberg@ruggerilaw.com
jmayer@ruggerilaw.com
areilly@ruggerilaw.com

Counsel for Westport Insurance Corporation f/k/a Employers Reinsurance Corporation

Mark D. Plevin (State Bar No. 146278)
PLEVIN & TURNER LLP
580 California Street, 12th Floor
San Francisco, California 94104
Telephone: (202) 580-6640
Email: mplevin@plevinturner.com

Miranda H. Turner (admitted pro hac vice)
Jordan A. Hess (admitted pro hac vice)
PLEVIN & TURNER LLP
1701 Pennsylvania Avenue, N.W., Suite 200
Washington, D.C. 20006
Telephone: (202) 580-6640
Email: mturner@plevinturner.com,
jhess@plevinturner.com

Counsel for Continental Casualty Company

By: /s/ Alexandra J. Wolter
O'MELVENY & MYERS LLP
Tancred V. Schiavoni (admitted pro hac vice)
1301 Avenue of the Americas, Suite 1700
New York, NY 10019
Telephone: (212) 326-2000
Facsimile: (212) 408-2419
Email: tschiavoni@omm.com

Alexandra J. Wolter (State Bar No. 317951)
400 South Hope Street, Suite 1900
Los Angeles, CA 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407
Email: awolter@omm.com

CLYDE & CO. US LLP
Alexander E. Potente (State Bar No. 208240)
Jason J. Chorley (State Bar No. 263225)
150 California Street, 15th Floor
San Francisco, CA 94111
Telephone: (415) 365-9800
Facsimile: (415) 365-9801
Email: alex.potente@clydeco.us
jason.chorley@clydeco.us

Attorneys for Pacific Indemnity Company, Century Indemnity Company as successor to CCC Insuranc Company as successor to Insurance Company of N America, Pacific Employers Insurance Company, Westchester Fire Insurance Company

EXHIBIT A

Deposition Transcript

Case Number: 23-40523-WJL
Date: May 6, 2026

In the matter of:

IN RE: THE ROMAN CATHOLIC BISHOP OF OAKLAND

ATTILA JOSEPH BARDOS - 30(b)(6)

CERTIFIED COPY

Reported by:
TERRI NESTORE



Steno
Agency, Inc.

315 West 9th Street
Suite 807
Los Angeles, CA 90015
concierge@steno.com
(888) 707-8366
NV: Firm #108F

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re: Case No. 23-40523-WJL

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

Debtor.

DEPOSITION OF ATTILA JOSEPH BARDOS

30(b)(6) Designated Representative of the Roman Catholic Bishop Of Oakland

(Via Zoom Videoconference)

Wednesday, May 6, 2026

Reported By: MAUREEN UEBELACKER

Transcribed By:
TERRI NESTORE
CSR No. 5614, RPR, CRR

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 11 of 243

APPEARANCES (Via Zoom Videoconference):

ON BEHALF OF DEBTOR AND THE DEPONENT:

FOLEY & LARDNER LLP
MARK C. MOORE, ESQ.
2021 McKinney Avenue, Suite 1600
Dallas, Texas 75201
214.999.4150
mmoore@foley.com

FOLEY & LARDNER LLP
NORA J. MCGUFFEY, ESQ.
321 North Clark Street, Suite 3000
Chicago, Illinois 60654
312.832.4366
nora.mcguffey@foley.com

ON BEHALF OF WESTPORT INSURANCE CORPORATION:

PARKER, HUDSON, RAINER & DOBBS
BRIAN C. ATON, ESQ.
MATTHEW M. WEISS, ESQ.
303 Peachtree Street NE, Suite 3600
Atlanta, Georgia 30308
404.420.4338
baton@phrd.com
mweiss@phrd.com

ON BEHALF OF LONDON MARKET INSURERS (Party in Interest):

TIM MCMAHON, ESQ.
ZUM LIANG, (ph) ESQ.

ALSO PRESENT:

DEVON HOLLOWAY, ESQ.

JILLIAN DENNEHY, ESQ.

AMY KLEE, (ph) ESQ.

DIOGO ROSENBLATT-SILVA, Steno Tech Assistant

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 12 of 243

INDEX OF EXAMINATION

WITNESS: ATTILA JOSEPH BARDOS

EXAMINATION	PAGE
BY MR. ATON	6
BY MR. MCMAHON	183
BY MR. MOORE	194
BY MR. ATON	201

QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER

PAGE	LINE
70	17
73	1

* * *

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 13 of 243

INDEX OF EXHIBITS

MARKED	DESCRIPTION	PAGE
EXHIBIT AB1	14-page Certain Insurers' Notice of Deposition Upon Oral Examination of Designated Representative(s) of the Roman Catholic Bishop of Oakland	9
EXHIBIT AB2	150-page Debtor's Modified Fourth Amended Plan; 3/27/26	20
EXHIBIT AB3	96-page Debtor's Third Amended Plan of Reorganization; 3/17/25	30
EXHIBIT AB4	17-page Roman Catholic Bishop of Oakland's Responses to Certain Insurers' First Set of Interrogatories to the Roman Catholic Bishop of Oakland	40
EXHIBIT AB5	17-page Roman Catholic Bishop of Oakland Supplemental Responses to Certain Insurers' First Set of Interrogatories to the Roman Catholic Bishop of Oakland	41
EXHIBIT AB6	152-page Notice of Filing of Plan Supplement in Connection with Debtor's Modified Fourth Amended Plan	42
EXHIBIT AB7	5-page Confirmation Scheduling Order	45
EXHIBIT AB8	2-page email thread; top one from Brent Weisenberg to Mark C. Moore; 4/5/26	58
EXHIBIT AB9	1-page email from Mark C. Moore to Alan Halperin; 4/25/26	65
EXHIBIT AB10	6-page email thread; top one from Alan Halperin to Mary Rofaeil; 4/29/26	68

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 14 of 243

EXHIBIT AB11	4-page email thread; top one from Hon. Daniel Buckley [Ret.] To Mark C. Moore; 4/30/26	87
EXHIBIT AB12	1-page email from Mark C. Moore to M. Ventura; 4/25/26	88
EXHIBIT AB13	17-page Debtor's Supplemental Responses to Certain Insurers' First Request for Production of Documents to the Roman Catholic Bishop of Oakland	94
EXHIBIT AB14	306-page Notice of Filing of Redlines of Debtor's Modified Fourth Amended Plan of Reorganization and Disclosure Statement in Support thereof	95
EXHIBIT AB15	291-page Third Amended Disclosure Statement for Debtor's Third Amended Plan of Reorganization	167
EXHIBIT AB16	1-page forecast	167
EXHIBIT AB17	85-page Notice of Filing of First Amended Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization and Redline Thereof	197

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 15 of 243

WEDNESDAY, MAY 6, 2026

MR. ATON: We're good to go.

MR. MCMAHON: Madam Court Reporter?

THE REPORTER: Yes, right here.

Just everyone state their name, who they represent, and I'll swear in the witness.

MR. ATON: Brian Aton for Westport Insurance Corporation.

MR. MOORE: Mark Moore for the Roman Catholic Bishop of Oakland and the witness.

THE REPORTER: Okay. Raise your right hand.

Do you swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

THE WITNESS: I do.

THE REPORTER: Thank you.

ATTILA JOSEPH BARDOS,

having been first duly sworn,

was examined and testified as follows:

EXAMINATION

BY MR. ATON:

Q. Okay. Good morning, Mr. Bardos. How are you?

A. Good morning. I'm doing well, Brian.

How are you?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 16 of 243

Q. I'm doing just fine, thank you.
Can you hear me okay?
A. I can hear you loud and clear.
Q. Okay, I can hear you. So that's a good start.
A. It's a good start.
Q. We've met before, and I know you've -- you've been through some depositions -- I sat through two of them last week -- um, but I'm still going to go through some of the preliminary, uh, kind of questions. Um, can I get you to state your full name for me, please?
A. Attila Bardos. Attila Joseph Bardos. Sorry.
Q. Thank you. Um, now throughout the course of this deposition, if I refer to "the debtor," who do you understand that to be referring to?
A. I -- no, I -- I represent the debtor. That's, um, our -- our Roman Catholic Bishop of Oakland, RCBO.
Q. Okay. So I might say "the debtor," I might say "RCBO," but you understand --
A. I understand.
Q. -- I'm talking about the same thing? Okay.
A. Yes.
Q. And what is your role at the debtor?
A. I am -- I am the chief financial officer of, uh, the Diocese of Oakland.
Q. Thank you. And you understand that you're

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 17 of 243

testifying today under oath?

A. I -- I do understand.

Q. And you understand that the purpose of this deposition is for confirmation of the debtor's proposed Modified Fourth Amended Plan?

A. Uh, yes, I get it. Understand.

Q. And during the course of this, I might see you nod your head and you might see me nod my head, but for the court reporter, she can only write down the words that we actually speak. So, um, I'd like to ask you to -- and myself -- to try our best to avoid "mm-hmms," "uh-huhs," head nods and things like that. Does that sound okay?

A. Yes, sir.

Q. And if -- I want everything to be clear, I want to make sure you're understanding the questions that I'm asking, so if I ask a question that is confusing to you or that you don't understand, I, you know, implore you to ask for clarification and state that you don't understand; otherwise, if you answer the question, I'm going to assume that you understood what was asked. Does that make sense?

A. Okay. I'll -- it makes sense. I'll ask for clarity if I don't understand.

Q. Perfect. Thank you.

Are you un -- do you have any physical or medical condition that might affect your ability to pro -- give

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 18 of 243

testimony today?

A. No.

MR. ATON: And I'm just going to jump ahead a little. So I'm going to introduce the 30(b)(6) notice that we sent, the Certain Insurers.

Um, and I guess, Madam Reporter, I think we can call these I -- or A -- ABI numbers. So Attila Bardos Insurer.

(Exhibit AB1 marked.)

BY MR. ATON:

Q. So I'm going to do some background here, Attila.

I don't know if you've used -- if you -- have you done a remote deposition before? Have you sat for one?

A. No. I've never done a remote deposition, but you've seen me in -- in -- live and in color.

Q. I have, indeed. So unfortunately, I'm not there in California with you, though I wish I could be. Um, so the way this software works, I've just marked an exhibit and it should come up on your screen. Do you see it?

A. Um, not yet. Do I need to do something to, uh, find it? Oh, wait, wait, something -- I got something.

Hang on.

MR. SILVA: Uh, you'll need to present that, sir.

MR. ATON: Okay, you're right.

THE WITNESS: I see it now.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 19 of 243

MR. ATON: Okay. Let me see.
THE WITNESS: There's some action here.
MR. ATON: Let me zoom in here. Oh, way -- way too much.
THE WITNESS: Oh, there we go.
MR. ATON: I guess that's good enough.
Q. So do you see what I'm -- what I see right now?
A. Yes. Oh, I -- well, here's -- I don't know what you see. I see the, um, Certain Insurers' Notice of Deposition upon Oral Examination of Designated Representatives of the Roman Catholic Bishop of Oakland.
Q. Perfect. One comment -- and again, this is just for your purposes. I believe that on your screen there's a preview option for this document. Do you see that?
A. I -- I -- I do not.
MR. ATON: Okay. Let's go off the record for a second, just so we can clear up how this -- how we can do this, and then once we get Bardos squared away so he can see everything, we'll come back on.
Is that okay with everybody?
MR. MOORE: Sure.
MR. ATON: Okay. So.
THE REPORTER: We're on a break?
A 10-minute break? Five-minute break?
(Off record.)

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 20 of 243

MR. ATON: Okay. So we're back on the record.
Q. And Attila -- can I call you "Attila"?
A. Oh, please do, yes.
Q. Okay. You can call me "Brian."
A. Thanks.
Q. So Attila, we went through how to look at these documents, and I'll just say it one more time.
So on your screen, you'll have the preview option for all the documents that I'm introducing, and you can use that function to look at the document however you want, scroll through all the pages, and you don't have to rely only on what I'm sharing or the page that I'm sharing on you. Do you understand?
A. I understand. I've got it working.
Q. Great. Okay. So going back to what's been marked AB1, this is the -- gosh -- Certain Insurers' notice of deposition upon oral examination of the designated representative of the Roman Catholic Bishop of Oakland. Would you agree with that, Attila?
A. I do agree with that.
Q. And you've been designated as the debtor's representative on this notice; is that correct?
A. That's correct.
Q. I'm going to scroll to the topics, which is Attachment A, past the definitions. And you've been

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 21 of 243

designated -- there are 11 topics, and you've been designated on each of these topics; is that correct?

A. That's correct.

Q. Now, I'll just go through one at a time.

So one is the authentication of the certain insurance pol -- Certain Insurers' insurance policies.

Were you -- are you prepared to discuss that topic today?

A. I am.

Q. And what did you do to prepare for that topic?

MR. MOORE: Brian, if I could just jump in.

This is Mark Moore.

MR. ATON: Yeah.

MR. MOORE: I believe that we had discussed handling this through a stipulation with the -- about the policies, not addressing it as a topic in this deposition.

MR. ATON: I agree that we had discussed it as a stipulation. Um, if Attila is able to authenticate it, um, you know, maybe we can just do it that way. I don't -- the thrust of the questions are 2 through 11, um, but Mark, are you -- are you saying that 1 is off the table or just that it should be resolved through stipulation that we had talked about previously?

MR. MOORE: I think it should be resolved through stipulation, unless you want to show him however many

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 22 of 243

insurance policies over this Steno Connect app.

MR. ATON: No. Westport is amenable to the stipulation. Um, I don't know if anyone else has anything to say about that.

Q. So moving on to topic 2, "The plan documents, specifically including the plan, the Survivors' Trust documents, and the confirmation order, and documents and communications related thereto."

Are you -- you've been designated on this topic?

A. Yes.

Q. You're prepared to testify today on that topic?

A. Yes.

Q. And what did you do to prepare?

A. I, uh, reviewed the, uh, Fourth Amended Plan, the -- and the -- and the other documents associated with it.

Q. Did you talk to anybody besides your lawyers about it?

A. Oh, no, I -- and I -- yes, and I spoke with my lawyers, but no -- nobody else.

Q. Okay. Other than the documents... Well, let me just clarify.

So the plan, the Modified Fourth Amended Plan and the related documents, those related documents, are you talking about the plan supplement?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 23 of 243

A. The disclosure statement, the plan supplement, yes.

Q. Anything else?

A. No.

Q. And the versions that you looked at, those were all the most recently filed versions?

A. Yes. The Fourth Amended Plan was filed on March 27th and, uh, the disclosure statement amendment was, uh, sometime, I think, last week. So yes, I was trying to use the most recent vers -- versions.

Q. Okay. Thank you.

Number 3 topic, "The processes and procedures relating to allowing, valuing, asserting and resolving abuse claims under the debtor's plan, the Survivors' Trust documents and the confirmation order," you've been designated to testify to that topic; is that correct?

A. That's correct.

Q. Are you prepared to testify on that topic today?

A. Yes.

Q. And what did you do to prepare?

A. On this one, once again, I went to the specific sections of the plan documents that -- that talked about this. So I just -- it's a more detailed focus on targeted parts of the plan.

Q. Okay, thank you.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 24 of 243

A. And I talked to my -- and I talked to my attorneys.

Q. Did you talk to anyone else that is not debtor's counsel?

A. No. No.

Q. Topic number 4, "The Survivors' Trustee, including the selection criteria and qualifications considered in selecting the Survivors' Trustee, the Survivors' Trustee's role as set forth in the plan documents, and communications and documents related thereto." You've been designated to testify on that topic?

A. Yes.

Q. Are you prepared to testify on that topic?

A. Yes.

Q. And what did you do to prepare?

A. Again, there's a wealth of information in that plan. I read the plan documents.

Q. Did you look at any other documents?

A. No.

Q. Did you talk to anybody that is not debtor's counsel?

A. No.

Q. Okay. I'm just going to identify the topics by number now, instead of reading them. Topic number 5, you

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 25 of 243

see it on my screen?
A. I do.
Q. You've been designated on this topic, correct?
A. Correct.
Q. And you're prepared to testify as to this topic today?
A. Yes, I am.
Q. And what did you do to prepare for number 5?
A. Reviewed the Fourth Amended Plan and spoke with my attorneys.
Q. In addition to the plan, did you look at the plan documents or the Survivors' Trust documents?
A. I -- I don't think so. I -- I mean, I focused on the plan.
Q. Okay. Topic number 6, do you see that?
A. I do.
Q. And you've been designated on this topic; is that correct?
A. That's correct.
Q. And are you prepared to testify as to this topic today?
A. I am.
Q. And what did you do to prepare for topic 6?
A. Same thing. I reviewed the Fourth Amended Plan specifically related to the Survivors' Trust Advisory

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 26 of 243

Committee and its rights and responsibilities.

Q. Okay.

A. I'm sorry. We were on 5, I'm sorry.

Were we on 5?

Q. I think we were on 6. We -- we --

A. Yeah, okay. Yeah, yeah.

Q. Mm-hmm.

A. Again, from the plan.

Q. So for 5 and 6, you looked at the plan -- I'm just going to go back. I want to clarify some things.

For topic 4, which is the Survivors' Trustee, did you look at any of the plan supplement documents, for example, the Survivors' Trust documents for number 4, which is the Survivors' Trustee topic?

A. No, I -- I relied on the Fourth Amended Plan's definition and -- and description of the Survivors' Trustee.

Q. Is it your understanding that the plan itself, and not necessarily the plan documents, but just the plan, sets forth all of the rights and responsibilities and authority and powers and everything else of the Survivors' Trustee?

A. Uh, can you -- I'm not quite sure I understand the question.

Q. Sure. And I apologize for that.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 27 of 243

A. No, no.
Q. Do you think that looking only at the plan, and not the documents in the plan supplement, will give you a comprehensive understanding of, for example, the Survivors' Trustee's role under the plan?
A. Yes, I believe-
MR. MOORE: Object as to form.
THE WITNESS: I'm sorry.
MR. MOORE: Go ahead. You can answer.
THE WITNESS: Yeah. My -- from -- from my understanding, it's a pretty comprehensive document with the plan, and it looks like it outlined these things pretty well.
BY MR. ATON:
Q. Okay. And is that the same for the Abuse Claims Reviewer, you looked only at the plan; is that right?
A. Yes.
Q. And is it your understanding that the plan, and not the plan supplement documents, contains all the information one would need to know about the Abuse Claims Reviewer's role?
A. It's pretty comprehensive.
Q. Okay. All right. I'm going to get back onto the topics.
Topic 7, "The insurance assignment and the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 28 of 243

assigned insurance interests, including documents and communications," you've been designated on this topic; is that correct?

A. That's correct.

Q. Are you prepared to testify on that topic today?

A. I am.

Q. And what did you do to prepare for number 7?

A. Same. I reviewed the Fourth Amended Plan.

Q. Did you talk to anybody who's not an attorney?

A. I did not.

Q. Or I should clarify. Did you talk to anybody who's not an attorney for the debtor?

A. I did -- no, I have not.

Q. Number 9, "The plan documents as they relate to any claims of insurers," you've been designated on that topic; is that correct?

A. Yes.

Q. And are you prepared to testify on that topic?

A. I am.

Q. Thank you.

And what did you do to prepare for number 9?

A. I reviewed the plan and the disclosure statement.

Q. Did you review the plan documents?

A. What do you mean by "plan documents"?

Q. That's a great question. So are you generally

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 29 of 243

familiar with the debtor's Modified Fourth Amended Plan?

A. Yes.

MR. ATON: Okay. Where are we -- I just want to mark where I am because we're going to get off on a tangent here. Let's see. Okay.

I am going to stop sharing this and I am going to introduce what will be called ABI-2, which is the Debtor's Modified Fourth Amended Plan. Yeah, click that. Okay.

(Exhibit AB2 marked.)

BY MR. ATON:

Q. Do you see the -- what do you see on your screen right now?

A. I see it says, "Debtor's Modified Fourth Amended Plan of Reorganization, March 27th, 2026."

Q. Thank you. And I'm going to scroll to the last page of the plan. I can -- if I can get there. Where are we? Okay. So this is the last substantive page of the plan here. You see that?

A. I do.

Q. And then the next page, which is page 108 of 150 in the red letters, is the signature page.

Do you see this?

A. I do.

Q. And what is the -- what is the document dated?

Can you read that?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 30 of 243

A. Yes, I can. March 27th, 2026.
Q. And you mentioned earlier that that's when the most recent plan was filed, correct?
A. Yes.
Q. Okay. And who signed on behalf of the debtor?
A. I did, Attila Bardos, and Shane Moses for the -- the Foley partner.
Q. Sure. Okay.
So when you signed on behalf of the debtor --
A. Yeah.
Q. -- does that -- is it fair to say that that kind of means you maybe are more familiar with the plan than anybody else at the -- at the debtor might be?
MR. MOORE: Objection, form. Go ahead.
THE WITNESS: Well -- yeah, it's hard for me to gauge whether I'm the, you know, the most, but I'm -- I'm -- I'm pretty well versed with it.
BY MR. ATON:
Q. Sure. Is there a reason why you signed the plan, as opposed to, say, the bishop?
A. Be -- probably for the same reason. I'm kind of in the trenches here. I'm -- as you pointed out, I've been very involved with it, its creation and its modification. So I would say I would become the logical person to sign for it as an officer of the, uh, Diocese.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 31 of 243

Q. Sure. Thank you. Now, let's see.

I'm just going to try something here, instead of scrolling endlessly.

So now I'm going to look for the definitions of "plan documents" because I -- you raised a fair question, which is what does "plan documents" mean. So I'm just going to -- when I say terms like "plan documents" or some other phrase that maybe you're not sure what I mean, odds are that I'm referring to a term that's used in the plan, but feel free to clarify and to ask what I'm talking about at any time. I appreciate that.

A. Okay. Will do.

Q. Thank you. L, M, N, O, P. Okay.

Do you see Section 1.1.118 here?

A. I do.

Q. And could you read that definition out loud for me?

A. The "'Plan Documents' means this Plan, the Plan Supplement, all appendices and exhibits to the foregoing, the CCCEB Settlement Documents, the Survivors' Trust Documents, the Confirmation Order, and any other documents created, executed, or entered into pursuant to the Plan."

Q. Thank you. Does that clarify what I meant when I said "plan documents" a moment ago?

A. Yes, it does.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 32 of 243

Q. And I just want to hone in on a -- on a subpart of this definition, just to make sure we're all on the same page, but among the documents that com -- that make up the plan documents are what is called here in this definition, the Survivors' Trust documents.

Do you know what those are?

A. If they're -- if they're not included in here or the appendices, then I'm not quite sure.

Q. Okay. Let's find that definition, just so we can all --

A. Yeah.

Q. -- get on the same page.

Do you see definition 1.1.157 here?

A. I do.

Q. Could you read that out loud for me, please?

A. "Means all documents necessary to establish and administer the Survivors' Trust, including without limitation the Survivors' Trust Agreement and the Survivors' Trust Distribution Plan."

Q. Thank you. And that definition you just read, that's the definition of "Survivors' Trust documents," correct?

A. Yes.

Q. So do you understand, having read that definition, what I mean when I say "Survivors' Trust

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 33 of 243

documents"?

A. I do.

Q. Do you understand what the Survivors' Trust agreement is?

A. Uh, it looks like it's an -- an agreement.

Q. Other than, yes, it being an agreement, do you have an understanding of, you know, its purpose?

A. Not really.

Q. Do you know whether or not it contains anything that for -- perhaps supplements the terms of the plan?

MR. MOORE: Objection, form. Go ahead.

THE WITNESS: I would guess that it does and I'm, you know, searching my memory to see if it's something that I -- I did review. I just don't remember.

BY MR. ATON:

Q. Mm-hmm. And the Survivors' Trust Distribution Plan, do you know what that is?

A. Yes.

Q. What is it?

A. It's a Survivors' Trust Distribution Plan that gets into the specifics of the procedures of how the proceeds will be distributed.

Q. Okay. And are you familiar with that document?

A. I'm familiar with the, uh, procedures for how to distribute the funds in the, um, trust.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 34 of 243

Q. But are you familiar specifically with the Survivors' Trust Distribution Plan in its entirety?

A. I can't say that I am. I can't say that I, uh, remember -- remember that document specifically.

Q. Okay, thank you. I'm going to stop sharing this, unless there's any other questions. You understand "Survivors' Trust documents," correct?

A. I do.

Q. And you understand "plan documents," correct?

A. I do, yes.

Q. Okay. Thank you. I'm going to pull back up AB1 so we can look at these topics.

So we were at 9, which is the topic, the plan documents as they rate -- relate to the claims of insurers, and you said -- or my recollection -- and please correct me if I'm wrong, is that you reviewed the plan, the Modified Fourth Amended Plan, to prepare for topic number 9; is that correct?

A. I -- I did, but just to be clear, now that we've kind of scrolled through it, if those -- those -- those other documents that are part of it, when you keep going down, I consider that part of the plan, then that might be called what you're calling plan documents as well.

It's dawned on me that we're saying the same thing, but differently.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 35 of 243

Q. Well, when I say "plan documents," I'm referring to how the plan -- and when I say "the plan," I'm talking about the Modified Fourth Amended Plan of the debtor's dated March 27th, 2026.

So I'm referring to plan documents as that -- as the plan talks about plan documents. Do you understand?

A. Yes.

MR. MOORE: Objection to form.

BY MR. ATON:

Q. And the plan documents, were they filed with the plan?

A. If -- if they were part -- if they were part of the plan, what I consider the plan, those supporting documents were filed with it.

Q. Okay. Did you look at anything that was not filed with the plan dated March 27th?

MR. MOORE: Objection. It's vague.

Are you saying when was it filed?

MR. ATON: No, I'm asking if he looked at anything other than the document called Debtor's Modified Fourth Amended Plan dated March 27th, 2026.

THE WITNESS: Yeah. You know, again -- again, to be clear, I was really focused -- I'm sorry, can I -- can I speak?

MR. MOORE: Yes.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 36 of 243

THE WITNESS: Okay. I -- when -- in -- in this line of questioning that you're doing, I was focusing on what I've done the last couple of days, in terms of extra review for this morning.

I've reviewed I think most, if not all, of those documents, especially as they were submitted and filed or -- and then along the way. As you -- as you can see, there's lots of documents.

BY MR. ATON:

Q. Mm-hmm. Okay.

A. Does that make sense?

Q. We'll figure it out as we go along, but for now, I'll -- I'll accept that answer. Thank you very much.

So on topic number 9, did you talk to anybody besides debtor's counsel to prepare for that topic?

A. I did not.

Q. And just to clarify, did you look at documents to prepare for topic number 9?

MR. MOORE: Objection. He asked -- you've already asked this question, and he answered it.

MR. ATON: Well, the answer got a little more confusing as it went, and I'm just -- and having had that conversation to where maybe now we have a better understanding, I'm just giving the witness an opportunity to -- to answer it again in the -- in the way he sees

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 37 of 243

appropriate.

THE WITNESS: Yes, I reviewed the plan and plan documents.

BY MR. ATON:

Q. Okay. Number 10. Do you see number 10 on my screen here?

A. I do.

Q. And you've been designated to testify on topic 10; is that correct?

A. That's correct.

Q. And what did you do to prepare for topic number 10?

A. Reviewed the plan and plan documents.

Q. I guess I skipped a question, but you are prepared to testify on to -- as to topic number 10 today?

A. I am.

Q. Did you speak with anyone, in preparing for this topic, other than lawyers for the debtor?

A. No, I did not.

Q. Okay. And number 11, do you see 11 here?

A. I do.

Q. And you've been designated on topic 11; is that correct?

A. That's correct.

Q. Are you prepared to testify on topic 11 today?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 38 of 243

A. I am.
Q. And what did you do to prepare?
A. I reviewed the plan and the plan documents and spoke with my attorneys.
Q. Did you look at any documents that were not the plan or the plan documents?
A. No.
Q. Did you speak to anybody that was not a lawyer for the debtor?
A. No.
Q. Thank you. I think that gets us through the -- the topics.
Other than these 11 topics, are you prepared to testify on any other topic on behalf of the debtor today?
A. That's, um, that -- that -- that -- that's pretty broad. Can you narrow that down a bit?
Q. Besides the 11 topics that -- or 10, 11 topics that we've gone through --
A. Yes.
Q. -- is there anything else that you prepared to discuss for today?
MR. MOORE: I'm going to object. Given that you're asking about if he's prepared to go outside of the notice, I think by default, that means the question's outside the scope of the notice.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 39 of 243

MR. ATON: I mean, it's a pretty standard question. The answer can be "no," if it's no.

THE WITNESS: I focused on the 11 topics that are listed here.

MR. ATON: Okay. Thank you.

I'm going to stop presenting this.

So we've looked at the plan, we've looked at the 30(b)(6), and now I am going to introduce what is AB3, if I can find the button. And this is the debtor's Third Amended Plan of reorganization dated March 17th, 2025.

(Exhibit AB3 marked.)

BY MR. ATON:

Q. Have you seen this before?

A. Yes, I have.

Q. Okay. I'm going to take a wild stab and try to find the signature page without having to scroll through everything. Gone too far. Okay. So here's the last substantive page of the plan. Do you see this?

A. I do.

Q. And on the next page, page 91 of 96 in the -- in the red text is a signature page. Do you see this? Do you see what I'm talking about?

A. I do.

MR. MOORE: I'm going to object. Brian, can you direct me to which one of the topics the -- this is the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 40 of 243

Fourth Amended Plan, correct? Prior plan.

Can you direct me which one that relates to?

MR. ATON: That's the Third Amended Plan -- well, this is the Third Amended Plan.

MR. MOORE: Oh, this is last year's. Okay. So it's either --

MR. ATON: Just to be clear.

MR. MOORE: Yeah. Okay. Can you tell me where -- which notice that is or which topic that is?

MR. ATON: Sure. So I would say generally it's topics 2 through 11, to the extent that it is helpful in describing, um, or talking about how the debtor thinks of the plan provisions, as they are currently drafted.

MR. MOORE: Okay, you just spent a considerable amount of time talking to Mr. Bardos about plan documents and going through what that definition says, and the one that you cited to was 1.1.118, "Plan documents" means this plan, the plan supplement, dot, dot, dot. So how is the prior plan from a year ago related to any of these topics?

MR. WEISS: Mark, can you -- can you hear me?

MR. MOORE: I can't tell who's speaking, but yes, I can hear you.

MR. WEISS: Sorry, this is -- this is Matt.

Revisions between the Third and Fourth Amended Plan are certainly relevant to the debtor Diocese's

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 41 of 243

understanding of the Fourth Amended Plan.

MR. MOORE: I think you can ask him any of the questions that you want under the topics of this notice, but this notice never says anything about the Third Amended Plan.

MR. WEISS: Well, I think we're building a foundation between the differences between the Third and Fourth Plan. So he has to introduce the Fourth -- the Third Plan as an exhibit, to do so. And changes that brought us into the Fourth Plan, I think fall well within the scope of the 30(b)(6) deposition notice.

MR. MOORE: Which topic?

THE REPORTER: And Matt --

MR. ATON: Like I said, it's -- it's 2 through --

THE REPORTER: Matt, this is the court reporter. Just state your name, because you're with Brian, right?

MR. WEISS: Yeah, this is Matt Weiss from -- with Westport.

THE REPORTER: Thank you.

MR. ATON: So the -- the debtor's understanding of, for example, the insurance assignment or talking about the processes and procedures related to allowing and valuing the plan, I mean, the Third Amended, um -- the debtor filed a redline of the Modified Fourth Amended Plan against this plan, acknowledging itself that it is

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 42 of 243

relevant to understanding the changes made from this plan to the Modified Fourth Amended Plan.

And I do -- and it's just helpful, as a framing, to talk about the differences between the plans instead of, for example, going through the entire Fourth Amended Plan and saying, "What is this? What is this?"

I -- I think, Mark, that it's going to be more helpful, besides the -- that it is relevant to the debtor's -- how the debtor explains, for example, the roles and responsibilities of the debtor in the litigation claims and the insurance assignment and all these other things.

MR. MOORE: Well, you're -- but you're asking him now -- by the way, Mark Moore for RCBO -- you're asking now to testify off a document that was not included in the notice and that he has not said that he reviewed.

He said he reviewed --

MR. WEISS: Mark, we're allowed --

MR. ATON: He signed it.

MR. MOORE: Excuse me.

MR. WEISS: Mark, this --

MR. MOORE: Excuse me. This is going to be a lot more difficult if we speak over each other.

In your notice, "plan" or "debtor's plan" is defined as number 25, as the debtor's Modified Fourth

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 43 of 243

Amended Plan.

Mr. Bardos has testified that he reviewed the plan, the plan documents, and the disclosure statement in preparation for today.

If there are questions that you want to ask him about the Modified Fourth Amended Plan, that's obviously fair game, but what you're trying to do is get him to testify off a document that's a year old.

MR. ATON: I -- I would disagree with the characterization that he only looked at the doc -- the plan and plan documents. He said that those were what he looked at when he was digging in to specifics, but that he has general familiarity -- I believe he said he's in the trenches and has been. He signed the Third Amended Plan. He's familiar -- he's -- unless he testifies otherwise, and maybe I can try to lay a foundation and if you have objections then, but we're looking at a signature on this document, um, and --

MR. MOORE: And it's a signature that's not -- if you want to try and lay the foundation --

MR. ATON: If I may, Mark -- I believe you asked for us not to speak over each other. So if I may.

MR. MOORE: That's fair.

MR. ATON: The plan documents and the plan, I understand in the notice are defined to be the amended --

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 44 of 243

the Modified Fourth Amended Plan, but not every topic says "the plan." For example, 11, the respective roles and responsibilities related to the insurance policies, the insurance assignment and abuse claims, to understand how that has evolved over time -- which is the focus of the notice generally and which is the focus of this deposition -- is what -- where are we at today?

You have to start from somewhere.

And what we're starting at is the Third Amended Plan, because that was the most recent plan, other than the -- this Fourth Plan. The debtor filed the redline, comparing it, to show everybody, "Here's the changes we've made," and is now pursuing the Modified Fourth Amended Plan.

MR. MOORE: So in topic 11, it says, the respective roles and responsibilities of the debtor... under the plan documents related to the insurance policies, the insurance assignment, and abuse claims.

Insurance policy is defined in 19 as shall have the meaning provided in the debtor's plan. "Insurance assignment" is in 18, that shall have the meaning provided in the debtor's plan; and "abuse claims" is, number 1, shall have the meaning provided in the debtor's plan.

All of these topics relate to the debtor's current plan, based on the language of the topics that you

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 45 of 243

provided. If you want to try and lay a foundation that he's aware, as he stands here today and prepared to testify off the Third Amended Plan, which is a year old, then you can try.

MR. ATON: Well, let me --

MR. MOORE: But I'm going to object.

MR. WEISS: Mark -- Mark, this is Matt Weiss from Westport. We are introducing an exhibit in relation to this deposition. We do not have to list every exhibit we are introducing in a 30(b)(6) notice.

So to -- to the extent -- if you think it's irrelevant, you can object to form and that -- like, that's your right to do so, but we're allowed to introduce this as an exhibit and ask the debtor, the -- the debtor's representative, questions about it. We've wasted 15 minutes on this. I think this is -- I think we -- we should move forward.

MR. MOORE: We didn't waste 15 minutes because before that, Brian had gone painstakingly through what is the plan documents and what's at issue today.

The questions that you're trying to ask about the debtor's Third Amended Plan are outside the scope of the notice that you provided. If you didn't want it to be, you should have written your notice differently and we could have had that conversation.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 46 of 243

MR. WEISS: Mark --

MR. ATON: I haven't asked a question about -- of the Third Amended Plan, though.

MR. MOORE: You have it on the screen.

MR. ATON: I have it on the screen just to -- to see if he signed it. All -- if -- how about this: As we go forward, if I ask a question about why is this in the Third Amended Plan, you can raise an objection, but my intention is not for him to testify as to the Third Amended Plan, but it's to help us focus on the differences.

My questions are going to be about what is in the Modified Fourth Amended Plan, but as sort of a guide stick, I'm going to be just -- candidly -- kind of referring to the redline so we can see what the changes have been made and what the omissions have been made are in the Modified Fourth Amended Plan, as compared to the Third, and the questions are going to be about the Modified Fourth Amended Plan.

I'm not going to ask questions directed about or discussing the Third Modified -- the Third Amended Plan.

It's -- they're all going to be about the Modified Fourth Amended Plan. I'm just using this as a frame of reference.

MR. MOORE: But you said you're going to go a

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 47 of 243

step further and use the redline to say: Why is this in this place and it's not in this other place? That necessarily requires him to testify off the Third Amended Plan.

MR. ATON: No, it -- it doesn't. The redline, which was filed by the debtors to describe the changes, will show what is in the Fourth Amended Plan or what is not in the Fourth Amended Plan, and questions about what is and is not in the Fourth Amended Plan, the Modified Fourth Amended Plan, cannot be seriously objected to.

MR. WEISS: This is Matt Weiss with Westport.

Mark, you -- the -- the plan isn't filed in a vacuum. You have to assess, like, the history of the case and how it's changed from previous plans, and that's -- that -- that doesn't seem like a controversial point.

So as long as it ties into issues relating to the Fourth Amended Plan, we should be able to ask questions about changes between the Third and Fourth Plan.

MR. MOORE: I'm a little confused about who is actually taking this deposition, but if that's the path that you want to go down, then I'm going to object every time you ask him a question about the Third Amended Plan as outside the scope of the notice and the topics that you guys drafted.

MR. ATON: Okay. If I ask a question about the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 48 of 243

Third Amended Plan, you can raise an objection.

I won't get in your way.

THE REPORTER: This is the court reporter.

MR. ATON: Okay.

THE REPORTER: Can we just take a bathroom break?

MR. ATON: Sure. Is five minutes okay?

THE REPORTER: Yeah.

MR. ATON: Okay. Thank you.

(Off record.)

BY MR. ATON:

Q. Okay. All right, Attila, thank you for your patience.

A. Sure.

Q. It's still up on my screen, you should still see it, what has been identified as AB3, which is the Third Amended Plan filed by the debtor on March 17th, 2025.

Are you familiar with this document, generally?

A. I -- I am.

Q. And did you sign the plan on behalf of the debtor?

A. Yes.

Q. Did you sign on behalf of the debtor because you are generally familiar, even a year ago, with this Third Amended Plan?

MR. MOORE: Objection, form.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 49 of 243

THE WITNESS: I -- I signed on -- on behalf of the debtor because I was the officer most involved in its creation.

BY MR. ATON:

Q. Thank you. I think I'll get off this for now.

Okay. Let's see.

So are you aware that the debtor received interrogatories from the Certain Insurers in connection with the Modified Fourth Amended Plan?

A. Yes.

MR. ATON: And I'm going to introduce another document, which is AB4.

(Exhibit AB4 marked.)

BY MR. ATON:

Q. Do you see a document on my screen or on your screen, Attila?

A. I do.

Q. And this is the debtor, the Roman Catholic Bishop of Oakland's Responses to Certain Insurers' First Set of Interrogatories to the Roman Catholic Bishop of Oakland.

Have you seen this before?

A. Yes, I have.

Q. Okay. And going to the end here, here we have your attorney's signature, and then on the next page is the verification. Do you see this?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 50 of 243

A. I do.
Q. And is that your signature on the verification?
A. That's my signature.
Q. Okay. And can you read the date next to your signature?
A. April 13th, 2026.
Q. Thank you.
MR. MOORE: Brian, is this the most recent version of this or did we -- I have a feeling we supplemented after this. Do you recall?
MR. ATON: Yeah, you did, and I'm going to pull that one up now. I just --
MR. MOORE: Okay.
MR. ATON: -- wanted them both to be up, or to have been acknowledged.
MR. MOORE: Yeah.
MR. ATON: Let's see. So I'll pull this, a new document, which will be AB5, I guess. Okay.
(Exhibit AB5 marked.)
BY MR. ATON:
Q. And this is the debtor, the Roman Catholic Bishop of Oakland Supplemental Responses to Certain Insurers First Set of Interrogatories to the Roman Catholic Bishop of Oakland. Have you seen this document before, Attila?
A. Yes, I have.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 51 of 243

Q. And again, I'll just remind you and anybody else that if you want to scroll through it at -- at your own leisure, you can use the Preview function. My mouse is giving me trouble. Okay.

So going through here... And then on the last page, the page after the attorney's signature, we have another verification. Do you see this?

A. I do.

Q. And is that your signature on the verification?

A. It is.

Q. And can you read the date that that was executed, for me, please?

A. April 15th of 2026.

Q. Thank you. And so by verifying these interrogatory responses and objections, did you -- are you familiar with the responses and objections that are contained in the interrogatory responses?

A. Yes.

MR. MOORE: Objection to form.

THE WITNESS: Yes.

MR. ATON: Okay. I'm going to come back to these in just a second. And then this one will be AB6.

(Exhibit AB6 marked.)

BY MR. ATON:

Q. And this is the file stamped Notice of Filing of

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 52 of 243

Plan Supplement in Connection with Debtor's Modified Fourth Amended Plan. Have you seen this document before?

A. Yes.

Q. And we see on page 2, there's a list of exhibits that are attached, um --

A. Yes.

Q. Do you see that?

A. Yes.

Q. And Exhibit A says, "The Disclosure of Identity of Proposed Survivors' Trust and Abuse Claims Reviewer."

Have you -- have you seen Exhibit A before?

A. Yes.

Q. And you're familiar with Exhibit A?

A. Yes.

Q. I can go to it. And then we talked about the Survivors' Trust Agreement and the Survivors' Trust Distribution Plan a little bit earlier. This filing has those as Exhibit F, but are you familiar with those documents, as they're filed in this notice?

A. Yes. Sorry.

Q. Okay -- no, that's fine. Thank you.

A. I should let you finish. I'm sorry about that.

Q. It's all good. Okay.

And do you know what day this was filed on?

A. I'd have to look.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 53 of 243

It looks like it was filed on the 29th.
Q. That's what the document says, yeah.
A. Oh.
Q. Well, but I guess my question was, did you know, other than looking at the document, when it was signed?
Or when it was filed, sorry.
MR. MOORE: Objection, form.
BY MR. ATON:
Q. Okay.
A. If you're -- if you're -- uh, Brian, just to be clear.
Q. Yeah.
A. If you're asking me if I would remember off the top of my head when I signed, you know, one of the thousands of documents that come through here, I -- I can't honestly say that I know exactly when I signed them, off the top of my head.
Q. That's fair, and I appreciate that. I know you -- you look at a lot of things all the time.
A. That's the whole truth and nothing but the --
MR. ATON: I appreciate that. Okay.
And then one more thing. So these are all going to come together, um, in the line of questions I'm about to get into, but just for ease of reference here, I'm going to introduce AB7, which is the confirmation

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 54 of 243

scheduling order.

(Exhibit AB7 marked.)

BY MR. ATON:

Q. Have you seen this document before?

A. Looks familiar.

Q. We can scroll through it. It's got --

A. Oh, yes, yes, yes, definitely.

Q. Okay. And do you see the signature here at the top of the page 1?

A. Judge Lafferty's signature?

Q. Yes. Do you see -- so you see Judge Lafferty's signature?

A. Yes.

Q. Okay. And this was filed on April 6th, do you agree? We can just get that out of the way.

A. I agree. I agree.

Q. Thank you. Now, do you recall when the Modified Fourth Amended Plan was filed?

A. The one that we're using now?

Q. Mm-hmm. Yes.

A. On the 27th of March.

Q. Okay. I think -- I know the plan is dated on the 27th, but if I represented to you that maybe it was filed on the 29th, would --

A. Oh.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 55 of 243

Q. -- would you oppose that?
A. No, I -- I -- I'm sorry, I'd have to see, but I -- I wouldn't oppose it.
Q. That's fine. I can pull it up.
A. Okay.
Q. Okay. If I could remember.
MR. MOORE: It's 2.
MR. ATON: It's 2, thank you. Okay.
Q. So here in the red -- well, that's cut off, but here in the top right, do you see this "Date Filed" here?
A. I do.
Q. And this is -- this is Exhibit AB2.
And what does it say next to "Date Filed"?
A. Uh, the -- March 29th, 2026.
Q. Okay.
A. Dated the 27th. The plan's dated the 27th, filed on -- it looks like filed on the 29th.
Q. Sure. I -- I agree. I think the debtor filed something to that effect.
Um, so I'm going to pull up the confirmation scheduling order, just so we can all look at these dates.
So the plan was filed on March 29th. The scheduling order was entered on April 6th.
What, if anything -- now I'm talking about the Survivors' Trust documents, which are the Survivors' Trust

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 56 of 243

Agreement and the Survivors' Trust Distribution Plan, and I'm interested in talking about the Survivors' Trustee and the Abuse Claims Reviewer.

Are you familiar with those roles, under the debtor's plan?

A. I am.

Q. And between the filing of the plan and the date, I guess, April 15th, the day that the supplemental interrogatories were verified, what, if anything, did the debtor do, um, to identify an -- an individual to serve as Survivors' Trustee?

MR. MOORE: Object to form.

THE WITNESS: So -- so just to be clear, you're asking between what -- between what period has anything been done?

BY MR. ATON:

Q. Well, I asked between the 29th, which is the day that the plan was filed.

A. Yeah.

Q. And April 15th, which is the day that the interrogatories were supplemented. So March 27th -- or March 29th to April 15th, had the debtor started looking for an individual to fill the role of Survivors' Trustee?

A. Yeah, what I'm struggling with is the -- is the window, what happened when. Um, if I remember correctly,

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 57 of 243

uh, there was some preliminary work done and I think we reached out to the, uh, the Committee for their recommendations as well.

Q. And when did that occur?

A. I don't remember exactly.

Q. Do you know what the plan -- we went over what the plan, um, supplement is, didn't we?

A. Yes.

Q. And if we look at the scheduling order here, it says, "Deadline to file plan supplements on April 29th."

Do you see that?

A. Oh, I do see that.

Q. So in your search -- I guess let me try to frame it in time a little more specifically. In your search for an individual to serve as Survivors' Trustee, did you or the debtor, did the debtor undertake a search for qualified candidates before April 29th?

A. I don't remember if it was before April 29th or after.

Q. Okay. Maybe I know the answer to this question, then, but you -- the debtor submitted verified interrogatory responses supplementing prior responses on April 15th; is that correct?

A. I think you pointed that out.

Q. Would you like me to pull it up to refresh your

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 58 of 243

recollection?

A. Can you, please? Would you, please?

Q. Sure. One sec. So this is AB5, Debtor the Roman Catholic Bishop of Oakland Supplemental Responses to Certain Insurers' First Set of Interrogatories to the Roman Catholic Bishop of Oakland. Do you see that?

A. Okay.

Q. And I'm going to scroll down to the verification, and we've established that that's your signature, right?

A. Yes, we have.

Q. And the date executed reads April 15th, 2026, correct?

A. That's correct.

Q. Okay. So before, on or before April 15th, 2026, when you signed the supplemental interrogatory response verification, had the debtor began -- begun searching for qualified individuals to serve as the Survivors' Trustee?

A. Yes, we have. Uh, sorry, did -- that was the -- that was the extent of the question?

Q. Yeah, that was the question.

A. Okay.

Q. So the debtor was looking before April 15th, correct?

A. Yes.

Q. Had the debtor identified anybody that, out of a

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 59 of 243

pool of candidates, that it preferred?
A. If I remember correctly, we identified some pretty good prospects at the time.
Q. Do you remember who they were?
A. No, I don't remember the names.
Q. Do you remember about how many there were?
A. No.
Q. Okay. Do you remember speaking to any of these candidates?
A. I personally did not speak with them.
Q. Do you know if anyone from -- anyone with the debtor, other than attorneys, spoke with these candidates?
A. Not that I'm aware of.
Q. Okay. I'm going to go to interrogatory response -- I think it's number 1 -- in AB5.
Do you see Interrogatory No. 1 here?
A. I do.
Q. So I'll just kind of summarize, and you can tell me if you disagree with my summary, but it asks for the debtor to identify all persons considered or currently being considered for the role of Survivors' Trustee, um, including who spoke with them, um, and the criteria used to evaluate that person.
Would you agree with that characterization?
A. I agree that's what it says in it to inter -- in

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 60 of 243

the -- in the -- yes.

Q. Yeah.

A. Which -- which document is this, I'm sorry?

Q. This is the interrogatories. This is AB5.

I'll go to the top so you can see.

A. Yeah.

Q. And -- and if it's helpful to you, you can -- again, you can use the Preview function so that you can --

A. That -- yeah, that's -- that's what I'd like to -- that's what I'd like to do. I'd like to pull it up and look at it as well.

Q. Absolutely.

A. Um, it's not that one.

Q. It should say AB5, Exhibit AB5.

A. Where would it say the -- where would it label the exhibit?

MR. MOORE: If I may. So Attila, if you go -- if you look at the bottom line, you see RCBO's Supplemental Responses to Certain Insurers' First Set of Interrogatories? It's across the bottom of each page.

That may be the easiest way to -- to identify it. You see where he's got it up on the screen there?

THE WITNESS: Oh, got it, got it, got it.

Okay, yeah.

MR. MOORE: And then he's on page 6.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 61 of 243

THE WITNESS: I think my question is more general. I'm looking in the preview and it -- and it lists one, two, three, four, five -- six different things that I can preview, and I'm trying to scroll through each one of them to find this document. That's what -- that's what I'm doing, just so you know.

MR. WEISS: Try previewing number 5.

THE WITNESS: Okay. That's the third plan of reorganization.

MR. WEISS: Okay. Let me see. We can go off the record and figure this out. Mark, does that work for you?

MR. MOORE: Yeah, go ahead.

THE WITNESS: I'm -- I'm sorry.

THE REPORTER: Okay, we're off. We're good. Do you want to come back in five, 10 minutes? Five minutes?

MR. MOORE: I don't think it's going to take more than five, four. Yeah.

THE WITNESS: Two -- two minutes. Two minutes.

THE REPORTER: Okay. All right.

I'll be right back.

(Off record.)

MR. ATON: All right, Maureen, we're ready whenever you are. I didn't miss Maureen coming back, right, Mark? We're still waiting.

MR. MOORE: Not to my knowledge.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 62 of 243

THE REPORTER: I'm here right now. Uh, I'm here right now. Sorry, I was on mute. I was talking to you, I was on mute. Sorry about that.

MR. ATON: No problem. Okay. We're ready, though.

THE REPORTER: Yes, we are.

BY MR. ATON:

Q. Okay, Attila. All right Attila.

So we're looking at AB5.

A. Yes.

Q. Which is the supplemental responses, the debtor's supplemental responses to the interrogatories.

A. Yes.

Q. And we were looking at Interrogatory No. 1.

A. Yes.

Q. Which is on page 6. Do you see that?

A. I do.

Q. And we went over what the interrogatory asked for. Do you remember that? So now --

A. Yes, sir.

Q. Thank -- sorry for that. Let me see if I can... Okay. So in the response, the debtor states that the identity of the selected Survivors' Trustee will be filed as part of the plan supplement. Do you see that?

A. Yes.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 63 of 243

Q. And did the debtor identify a Survivors' Trustee in the plan supplement?
A. I'd have to look at the plan supplement.
Q. But you don't know off the top of your head if one was identified?
A. No. About the time of the plan --
Q. Do you know --
A. -- supplement.
Q. I'm sorry, say that again.
A. Uh, if I could look at the plan supplement and when the date that it was filed, but I don't remember.
Q. That's fine. I'll pull it up again in a second.
Do you know, though, who, if anyone, was chosen to be Survivors' Trustee?
A. At that time?
Q. As we sit here today.
A. We've identified a trustee.
Q. And do you know who it is?
A. I do, but I'm drawing a blank on -- on the name. I, um -- I think we've --
Q. That's fine.
A. Drawing a blank. Very, uh, seasoned, experienced in this type of thing.
Q. Does Halperin, Mr. Halperin, sound familiar?
A. It does sound familiar.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 64 of 243

Q. And so it's your understanding --
A. It's my understanding --
Q. I'm sorry, am I echoing? Yeah. Sorry. No, sorry, I heard an echo for a second.
A. Oh, okay.
Q. So is your understanding that Mr. Halperin is the current candidate, we'll call it, for Survivors' Trustee, correct?
A. Correct.
Q. Did you speak with Mr. Halperin?
A. I did not.
Q. Do you know if anyone from the debtor, other than the debtor's attorneys, spoke to Mr. Halperin before he was identified in the plan supplement?
A. I'm not sure.
Q. Do you know if anyone from the debtor, other than the debtor's attorney, spoke with Mr. Halperin since he was identified in the plan supplement?
A. I'm not sure.
Q. Do you know what was... Does the debtor have, like, an understanding of what was important, in reviewing candidates for the Survivors' Trustee?
A. Yes.
Q. And what was important to the debtor?
A. Well, what was important was comparable

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 65 of 243

experience in, uh, being -- taking on that trustee role, but it was primarily focused on kind of a distribution role and an administrative role and lots of experience in settings like ours.

Q. And what do you mean, "settings like ours"?

A. Like, uh, the, um -- we've got, um, you know, 345 claims. Managing a -- a -- a trust, managing a trust, being an administrator for a trust in -- in a, um, you know, bankruptcy-type situation and beyond.

Looking for comparable experience.

Q. Sure. Thank you.

Did -- do you know how the debtor's plan contemplates the, like, selection or appointment of the Survivors' Trustee?

A. Off the top of my head, I don't remember, but I know that it's specified in there.

Q. So if we look at the response to Interrogatory 1... where are we? Here on line 12.

A. Yes.

Q. It says, "The debtor plan currently provides that the Committee selects the Survivors' Trustee and Abuse Claims Reviewer." Do you see where I'm reading from?

A. Yes.

Q. From where you sit now, is that your understanding of how the debtor's plan works?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 66 of 243

A. I suggest you keep reading.
Q. Um, I appreciate that, but the question is, as we sit here now, that where it says, "The debtor plan currently provides that the Committee selects the Survivors' Trustee and Abuse Claims Reviewer," is that your understanding of the plan, at least as of April 15th when this document was signed?
A. Yes.
Q. Okay. And you suggested to keep reading. It says, "However, given that the Committee does not support the debtor plan and likely would not participate in this, RCBO will likely make a non-material modification to the debtor plan such that it will select those individuals."
Did I read that correctly?
A. That's correct.
Q. Has the debtor made a non-material modification to the plan?
A. Such that it will select those individuals?
Q. Yes.
A. We've taken the lead on identifying and selecting those individuals.
Q. Okay. So you identified some criteria of what was important to the debtor. Is it the debtor's opinion that Halperin satisfies this criteria?
MR. MOORE: Objection to form.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 67 of 243

THE WITNESS: Um, yes.

BY MR. ATON:

Q. And you said that the debtor took the lead on identifying the Survivors' Trustee. Was that because the Committee did not support the debtor's plan?

A. Uh, I'm sorry, are you saying because -- yeah, it's -- it's the "however" that you just read is, uh, is what's happening.

Q. And what do you mean by it's happening? Are you -- can you elaborate on that for me, please?

A. Yeah. As I mentioned, given -- given that the Committee does not support the plan, uh, RCBO, we've taken the lead in identifying and selecting those individuals, and just for the -- as it says there too, for the avoidance of doubt, have not selected them at the time, and which is, uh, kind of consistent with my memory, we hadn't selected them at the time of that response, so -- but we've taken the lead in identifying and moving that forward.

MR. ATON: Okay. I'm going to stop sharing this one for a second. So I'm going to... Let me just preview. So this is a email exchange that was sent to us from the debtor in response to our written discovery requests. This is AB8.

(Exhibit AB8 marked.)

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 68 of 243

BY MR. ATON:

Q. Let's see, 150. So this is an email exchange between Brent Weisenberg. Do you know who Brent Weisenberg is?

A. I do.

Q. And it's to Mark Moore.

Do you know who Mark Moore is?

A. Yes, I know who Mark Moore is.

Q. And he's you're, uh -- he's representing here to -- you here today at the deposition; is that correct?

A. He's here representing me, and he's a mighty fine human being.

Q. I have no reason to disagree. Um --

MR. MOORE: The check's in the mail, Attila.

THE WITNESS: Okay.

BY MR. ATON:

Q. So this is a response. I'm going to go down to the bottom, which -- which is the beginning of the exchange. And so this one, which is RCB -- hold on, my little pop-up window's in the way -- RCBO-CC-0060122_1, I guess, has the -- in sender information. Do you see what I'm talking about here, at the bottom of the page?

A. At the bot -- at the bottom, yes.

Q. So this email is from Mark Moore to Brent Weisenberg, and do you see where it says Sent?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 69 of 243

The Sent column?

A. I do.

Q. Can you read that date for me, please.

A. April 24th, 2026.

Q. Okay. So based on what this document says, it's fair to say that this was sent after the interrogatory responses; is that correct?

A. Yes, what was the date of the interrogatory response?

Q. April 15th.

A. Then it's past -- then it's after it.

Q. Okay. So now in the body of the email, it says, "Brent, in light of the Committee's decision to withdraw its plan, are you still intending to let us know who the Committee would choose as Survivors' Trustee and Abuse Claims Reviewer?" Did I read that correctly?

A. You did.

Q. Okay. And so I've scrolled up now.

The response from Brent Weisenberg, do you see this in the From column -- the From row?

A. Yes.

Q. To Mark Moore. Do you see that?

A. I do.

Q. And that was sent on Saturday, April 25th, right?

So the -- the next day, would you agree?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 70 of 243

A. Yes.

Q. And so this says, "Mark, to resolve one issue of dispute between us, the Committee would recommend the dire -- the debtor" -- excuse me -- "inquire into Alan Halperin as Survivors' Trustee. And then there's another bullet about the Abuse Claims Reviewer that we'll get to.

A. Yes.

Q. But do you see where he identifies Alan Halperin?

A. I do.

Q. Okay. And then he sent -- he follows up shortly thereafter, from Brent Weisenberg to Mark Moore, and now we're on -- I guess this is still sub page 2, where Brent says, "Mark, contact information for each person listed below is attached." Do you see that?

A. I see that.

Q. And Halperin is currently the nominee for Survivors' Trustee; is that correct?

A. That's correct.

Q. And so did -- are you aware whether the debtor took any efforts to identify additional trustees, survivor trustee candidates, beyond the recommendation of the Committee?

A. Yes, uh, yes, I'm aware that there were -- we had our own discussions about that as well. I was very glad to see it sync up with the Committee.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 71 of 243

Q. And when you say "sync up," what do you mean?
A. It's -- there aren't, uh -- there -- there's not a plethora of candidates that would, you know, you -- you have a -- you're -- you're fishing in a smaller pond, to find these roles, and so I was, um, just happy to see that in here, that names that had come up before also showed up with the Committee.
Q. So the debtor was aware of Halperin before this email exchange?
A. Yes, but you know, it's coming from my attorney, so maybe that's privileged information.
Q. Well, I'll -- I'll leave it to your attorney to object --
A. Okay.
Q. -- on privileged grounds.
A. Okay. Fair enough.
Q. So Halperin was a name that existed in the debtor's -- you know, in the pur -- in the search, in the scope of the search, before the Committee threw his name out there, correct?
A. That's how I remember it.
MR. MOORE: Attila, you can -- Attila, you can answer that to the extent that it doesn't involve our communications, but go ahead.
THE WITNESS: Okay. Well, um, that -- that's how

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 72 of 243

I remember it.
BY MR. ATON:
Q. Okay. Do you know -- or strike that.
Did the debtor reach out to Mr. Halperin before April 25th?
A. I don't know.
Q. Do you know whether the debtor reviewed any of Mr. Halperin's information before the 25th?
A. I don't know.
Q. So when you say "sync up," I'm trying to understand what that means. If you don't know if the debtor spoke to or considered Halperin before April 25th, um, I guess could you help me understand the extent to which Halperin was actually being considered by the debtor before April 25th?
MR. MOORE: I'm going to object to form.
THE WITNESS: And I apologize if I wasn't clear.
It was my understanding that the -- the name had come up, and obviously for a name to come up, you need to know a little bit about the background of what their -- of -- of their fit to the role had come up, uh, in -- in preliminary -- preliminary discussions. Nothing final. Preliminary discussions, I remember the name.
BY MR. ATON:
Q. But that's just an assumption of how the proces

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 73 of 243

would work, right? You don't actually know if Halperin's information was re -- was looked at?

MR. MOORE: Objection, mischaracterizes testimony. He said that he was aware of Mr. Halperin before.

MR. ATON: He said that he was aware of the name.

I'm talking about anything more than being aware of the name; looking at credentials, for example.

THE WITNESS: Well, what, again -- Mark, can I answer that?

MR. MOORE: Yes, go ahead.

THE WITNESS: What I -- what -- what I obviously wasn't clear, and I'll try it again, of course we were aware of the name, and of course, if you know the name, then you know of the qualifications, or at least I don't know the extent of what that's done. I don't know if more resumes or -- or -- or what extent it was done, but I do remember it coming up, that that name and that individual was being considered.

BY MR. ATON:

Q. Okay.

A. And to be considered, you had to meet certain criteria.

Q. So you're assuming -- and correct me if I'm wrong -- but you're assuming that because Halperin is a

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 74 of 243

name you recognize, there must have been some criteria that the debtor had looked at, for that name to even register?

MR. MOORE: I'm going to object; asked and answered. You guys walked through the -- the interrogatory responses in some detail, that talked about those criteria.

MR. ATON: Well, this email is after the interrogatories and -- but that's fine. Okay.

I'm going to move on here. Let's see.

So this will be AB9, and this is another email that was produced to us from the debtor.

(Exhibit AB9 marked.)

BY MR. ATON:

Q. And this... Do you see... Sorry.

Do you see at the bottom here there's a Bates stamp RCBO-CC-0060134_0001? Do you see that, Attila?

A. I do.

Q. Okay. And this email is from Mark Moore to Alan Halperin. Do you see that?

A. I do.

Q. And do you see the date on the Sent row?

Can you read that to me?

A. It's 4 -- 4/25/2026 at 1:25.26 p.m.

Q. Okay. So this says, "Mr. Halperin, I write on

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 75 of 243

behalf of the Roman Catholic Bishop of Oakland, a corporation sole, the debtor in a bankruptcy case in the Northern District of California. The Official Committee of Unsecured Creditors in our case has requested that we contact you in connection with a potential role as Survivors' Trustee under the debtor's Modified Fourth Amended Plan of reorganization, which is set for confirmation beginning on June 15th, 2026. We understand that their preference would be that you serve in that capacity." Did I read that correctly?

A. Yes, you did.

Q. The next paragraph goes on to say, "If you are amenable to talking to us about doing so, we would like to have that discussion." Do you see that?

A. Yes.

Q. Is it your understanding, then, that April 25th was the first time the debtor reached out to Mr. Halperin?

A. It's my understanding, based on this memo, that that was the first official reach out to him, but I can't say that for -- I don't know if there was anything else.

Q. Well, you agree that it would be a little odd for that formal kind of introduction in the first paragraph if it wasn't the first time, right?

MR. MOORE: Object to form.

THE WITNESS: It cert -- yeah. It -- it

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 76 of 243

certainly feels like this is the first official reach out.
BY MR. ATON:
Q. And here it says, "The Official Committee of Unsecured Creditors in our case has requested that we contact you in connection with the potential role as Survivors' Trustee." And then the sentence goes on.
A. Yes.
Q. And then the next paragraph says, "If you are amenable to talking to us about doing so, we would like to have that discussion," right?
A. Yes.
Q. So there's no reason to think that a prior discussion had occurred, is there?
MR. MOORE: Objection to form; asked and answered.
BY MR. ATON:
Q. Okay. It says then, the third paragraph, "I would note that time is somewhat of the essence here as we have a filing deadline for our plan supplement this coming Wednesday, April 29th." Do you see that?
A. I do.
Q. Do you know why, on April 25th, four days before the filing of the plan supplement deadline, the debtor was reaching out for the first time to Mr. Halperin about his role as Survivors' Trustee?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 77 of 243

A. No.

MR. ATON: Okay. I'm going to stop with this one. Okay. And this is going to be AB10, and I apologize in advance for the format, but this is how it was produced to us by the debtor.

(Exhibit AB10 marked.)

BY MR. ATON:

Q. I'm going to scroll to the bottom, which is where it begins. And that's all just the stuff that tags along with lawyer emails, but you can see at the bottom of the page here, there's the Bates stamp that says RCBO-CC-0060134 or 1 -- I'm sorry, let me start over.

A. Uh-huh.

Q. The Bates stamp reads RCBO-CC-0060131, and this page is underscore 004. Do you see that?

A. I do.

Q. Okay. So like I said, the formatting on this is a little off, but we can see here that it's an email on April 25th at 1:25 p.m., from Mark Moore, wrote to Mr. Halperin, "I write on behalf of the Roman Catholic Bishop of Oakland, a corporation sole, the debtor in a bankruptcy case in the Northern District of California."

Do you see this?

A. I do.

Q. So Mr. Halperin responds, right? And we have

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 78 of 243

from Alan Halperin to Mark Moore on April 28th, 2026, at 9:34 a.m. Did I read that right?

A. Yes.

Q. And Mr. Halperin says, "Good morning, Mr. Moore. Thank you for reaching out. With the understanding that this is on the consent of the Committee, I am amenable."

Did I read that right?

A. You did.

Q. And then later that day, on April 28th, Mary -- and I'm not even going to try to pronounce the last name -- but with an email address from Foley, reached out and said, "Thank you. Are you available later today or early tomorrow for a call?" Do you see that?

A. I do.

MR. MOORE: So Brian, that's Rofaeil.

MR. ATON: Rofaeil? Okay, thank you. Thank you, Mark.

Q. So I don't -- I'm not going to -- we don't need to go through all the back and forth, but basically Alan, Mr. Halperin, says he's on vacation, he needs to coordinate. He asks, "How much time are you thinking?"

Mary Rofaeil responds, "No longer than 30 minutes. Thank you for making time for this" -- and this is all the morning of April 28th.

There's an exchange about specific times and they

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 79 of 243

land on, it looks like here, Alan Halperin sends, "Would 2:00 p.m. Pacific Time today work?" Do you see that?

A. I do.

Q. And Mary responds, "Yes, that works. I will send a Teams invite for that time." Do you see that?

A. I do.

Q. And this is all on April 28th. Do you see that?

A. Yes.

Q. Okay. So then there was a Teams meeting.

Were you on that Teams meeting?

A. Was -- was I on that Teams meeting?

Q. Mm-hmm, yes.

A. I was not.

Q. Do you know if anyone from the debtor, other than lawyers, met with Halperin on the 28th?

A. I'm not aware.

Q. Were you told about the meeting with Mr. Halperin before it occurred?

MR. MOORE: Object to the extent this asks for privileged communications. I'm going to instruct you not to answer because I don't know how you'd answer it without it.

THE WITNESS: Yeah.

MR. ATON: Okay. And you're -- I know some people, Mark -- and I don't mean to be rude, I know some

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 80 of 243

people just accept on that. I've been trained to -- to always ask, are you going to decline to answer based on the advice of counsel.

Q. So I'll just ask you, Attila, are you going to decline to answer, based on advice of counsel?

A. Yes, that's correct.

Q. I'm trying to think of a way to ask that question a little differently. Do you know whether anyone within the debtor was sent, for example, a calendar invite for this meeting?

A. I don't know.

Q. Were you sent a calendar invite?

A. I don't think so.

Q. Okay. And then -- I think this is the last email in this document -- on April 29th, 2026 -- do you see that?

A. I do.

Q. Mary wrote, "Alan, thank you again for taking the time to speak with us earlier this week. I'm writing to confirm that the bishop has approved you to serve as the Survivors' Trustee under the debtor's plan. Could you please confirm that you are willing to serve in that role? Once we have your confirmation, we can proceed with the necessary steps." Did I read that correctly?

A. You did.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 81 of 243

Q. After the call with Mr. Halperin on 28th, was there any discussion between you and/or the bishop or internally with the debtor -- within the debtor, excluding conversations with counsel, was there a conversation within the debtor about Mr. Halperin?

A. I don't remember a conversation without counsel or without counsel being present.

Q. Do you remember a conversation at all?

A. Yes.

Q. And without disclosing necessarily the -- the conversation itself, but who was -- who was participating or present during that conversation?

MR. MOORE: You can answer the question, to the extent that you don't disclose the content of the conversation.

THE WITNESS: Okay. Uh, to the -- let's see. I remember that we had, uh, members of the leadership team, the bishop, um, uh, Rick Medeiros, the chancellor and, uh, Father Lawrence, I believe, were -- were all in the room at the time with, uh, um, our attorney.

BY MR. ATON:

Q. And did any of the leadership team and you and the -- and those other folks you identified, did you talk about Mr. Halperin outside the presence of your attorneys?

A. No, the attorney was present the whole time.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 82 of 243

Q. Okay. Do you remember discussing any specific attributes that Halperin had, that the debtor found favorable?

MR. MOORE: I'm going to object on the basis of the attorney-client privilege and instruct the witness not to answer the question.

BY MR. ATON:

Q. Are you going to follow that instruction, Attila?

A. I am.

Q. Thank you. Okay. I think I can stop sharing this now. Okay. I'm going to -- we're going to pivot now to the Abuse Claims Reviewer.

Are you familiar with the role of the Abuse Claims Reviewer, under the debtor's plan?

A. I am.

Q. And what is your understanding of the role the Abuse Claims Reviewer has?

A. The Abuse Claims Reviewer, as the name implies, will review all of the claims and help, uh, create a scoring -- no, scoring's not the right word -- a -- a point allocation for each of the claims, which will then become the -- one of the main determinants of what each claimant would be able to receive through the trust, through the Survivors' Trust.

So they would score on a -- on a scale of 1 to

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 83 of 243

100 and, uh, based on different criteria; the severity, the duration of the abuse, et cetera.

So, um, he's going to -- the Abuse Claims Reviewer will play a strong role in identifying the different characteristics, based on the information he gets for each claim.

Q. And do you know, under the debtor's plan, how the individual serving as the Abuse Claims Reviewer is selected?

A. I'd have to look back at the, uh, the -- the documents, but I'm assuming it's similar to the, uh, trustee.

Q. Sure. I'm just digging through some of these.

Okay. I'm going to go back to AB5, which is the supplemental interrogatories, and I'm going to go to Interrogatory No. 2, which is on page 7. Well, it starts on page 7. The response goes into page 8.

But do you see Interrogatory 2 here, Attila, or on the document you're looking at?

A. I do, yeah. I've also pulled it up in the preview. I'll look at yours.

Q. My scrolling can be a little chaotic, so feel free. So Interrogatory No. 2 asks for the debtor to "Identify all persons considered and/or being considered for the role of Abuse Claims Reviewer, and for each such

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 84 of 243

person identify who, if anyone, from the debtor and/or counsel for abuse claimants interviewed and/or will interview the person, and the criteria used to evaluate that person." Did I read that correctly?

A. You did.

Q. Okay. So there's some objections and here it says, "RCBO states that it has been evaluating candidates for the role of Abuse Claims Reviewer." Do you see that?

A. I do.

Q. And you recall that this interrogatory response, this was dated April 15th; is that correct?

A. Uh, that's, I think -- I think that's right, yeah.

Q. I can just scroll down.

A. Yeah.

Q. So...

A. Yes, April 15th. Yeah, yeah.

Q. Thank you. Okay. And the response goes on, it kind of mirrors the response to Interrogatory 1, but it ends with, "The debtor's attorneys have spoken with Roger Kramer of Kramer Mediation about his willingness to serve as Abuse Claims Reviewer." Do you see that?

A. I do.

Q. Now, the response says, "Debtor's attorneys." Did anyone at the debtor speak to Roger Kramer?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 85 of 243

A. Not that I'm aware of.
Q. Is Roger Kramer a name that you are familiar with?
A. Uh, Roger does not ring a bell.
Q. Okay. Do you know if the debtor identified an Abuse Claims Reviewer in the plan supplement on April 29th?
A. Is it in the document?
Q. It is. I'll pull it up.
A. Thank you.
Q. I should have a running list. The downside of technology is it makes me lazy. Okay.
MR. MOORE: 6.
MR. ATON: 6. Thank you, Mark.
Q. Okay. AB6, Exhibit A. Do you see Exhibit A to the plan supplement here, Attila?
A. I do. I do.
Q. And here it says, "Identity of the Abuse Claims Reviewer." Do you see that?
A. I do.
Q. Do you just want to read that blurb for me, starting, "As of the date"?
A. Sure. "As of the date of this plan supplement, the debtor has not yet identified an individual to serve as the Abuse Claims Reviewer under the plan. The debtor

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 86 of 243

is in the process of evaluating candidates proposed by the Official Committee of Unsecured Creditors and anticipates selecting a qualified candidate from among those proposed. The debtor will file a supplement or amendment to this plan supplement identifying the proposed Abuse Claims Reviewer."

Q. As we sit here today, has the -- has an Abuse Claims Reviewer been identified?

A. With -- with a -- have -- has -- have candidates been identified and pursued? The answer is yes. If that's the question. I'm -- I'm clarifying it for myself.

Q. No, the question is -- today is May 6th, right? And this was filed on April 29th, and it says the -- I mean, to summarize, it says the debtor is -- the process is ongoing and -- and we'll amend or supplement this plan supplement, identifying the proposed Abuse Claims Reviewer.

So as we sit here today, is there any new information about the identity of the Abuse Claims Reviewer?

A. You mean has there been a filing?

Q. No, I mean, has the debtor sel -- has the debtor selected one?

A. Um, I think the debtor has identified the candidate. They would like to have that role. I don't

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 87 of 243

know if we've got all -- every -- all our I's dotted and T's crossed with the, uh, Creditors Committee and the -- and their team as well, but we have one that we'd like to work with, that I think they recommended him anyway.

Q. Do you know who that is?

A. If we can go back to the list of the two names in that email.

Q. Oh, sure.

A. I will remember?

MR. MOORE: It's 8, Brian.

MR. ATON: Yeah, thank you. So this is AB8.

Q. And I think this is the email you're referring to, right, from Brent Weisenberg to Mark Moore?

A. That -- that's the email. Um, I -- I believe, uh, we were, uh, quite impressed with Judge Buckley's, uh, background as an Abuse Claims Reviewer.

Q. Have you talked to Judge Buckley?

A. Me personally, no.

Q. Do you know if anyone at the debtor has spoken with Judge Buckley?

A. I -- I -- I can't attest to that.

Q. So I guess what are you basing the -- that statement on, that the debtor was impressed by Judge Buckley? What is that based on?

A. The experience in relation to what the job

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 88 of 243

description would look like and the way that the role is defined in our plan documents, appeared to be a very strong fit.

Q. And you under -- you're familiar with that experience how?

A. You know, the nor -- the normal documents, the normal information.

Q. Such as? Can you give me an example?

A. Well, uh, like resumes, like LinkedIn, like traditional sources of information, like -- like public information about what they've done, that -- that kind of information.

Q. Well, I want to clarify one thing.

So, to me, a resume isn't necessarily public information. Did you look at a resume?

A. I did not look -- I did not look at a resume.

Q. So the debtor just looked at publicly-available information?

A. The debtor worked with their attorneys on this piece and -- and followed the advice of counsel.

Q. Okay. We -- we kind of went through this email and I appreciate you, you know, referencing it, but just to summarize, this is the email from Brent Weisenberg to Mark Moore on Saturday, April 25th, in which Brent Weisenberg, who is Committee counsel, um, identifies, just

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 89 of 243

specific to the Abuse Claims Reviewer, Paul Finn and Judge Buckley, right?

A. Yes.

Q. Okay. And then he follows up shortly thereafter, on the 25th, with contact information. Do you see that?

A. Yes.

Q. Okay. One second. I am...

MR. MOORE: Brian, I think it's 11:13 a.m. on the West Coast. Are we at a good stopping point for...

MR. ATON: Um, we will be soon, once I get through the Abuse Claims Reviewer, if that's okay.

MR. WEISS: Oh, sure.

MR. ATON: It should just be a few more minutes.

Q. Um, okay. So let me back up a second.

You mentioned earlier that, you know, the Committee recommend -- recommended Judge Buckley.

Other than that email that we just looked at, had the name "Judge Buckley" been floated for Abuse Claims Reviewer?

A. I believe it had been.

Q. Do you know if the debtor had otherwise, before April 25th, reached out to Judge Buckley?

A. I -- I don't know if we have or not, before April 25th.

Q. Okay. Are you familiar -- I'm talking about

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 90 of 243

publicly-available information -- with Judge Buckley's role in diocesan bankruptcy cases currently?

A. If my memory serves me well, he has extensive experience with, uh, claims reviews for bankruptcy, diocesan bankruptcies.

Q. Do you know whether he... Well, strike that.

Are you aware that Judge Buckley is often also a mediator in diocesan bankruptcy cases?

A. I was aware that he was a mediator, yes.

Q. Do you know what cases he is mediating or has been a mediator in?

A. Sorry. Off the top of my head, no.

Q. And I'm -- I'm not trying to get into the mediation in this case, but there's been mediation in this -- in the debtor's bankruptcy, right?

A. Yes.

Q. And from your understanding, is that similar to the mediation structure that occurs in other diocesan bankruptcy cases?

A. I would assume it's similar to the structure that we've -- that we've been following.

Q. And is the role of a mediator in a diocesan bankruptcy case, in your view, distinct from what an Abuse Claims Reviewer does?

A. If you're asking me if they're different, if

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 91 of 243

they're different roles, the answer is yes.

Q. And in what ways are they different?

A. The -- in my -- my understanding, the Abuse Claims Reviewer role would be very focused on looking at the, um, survivor claims and being able to evaluate them and score them, uh, or, um, give them points.

Uh, the, um, the mediator wears a wider hat, in that it -- the mediator takes on the responsibility of fostering a resolution between all parties, not just the one.

Q. Mm-hmm.

A. Not just focused on one role.

Q. Sure. And can you describe, I guess, how a mediator fosters that participation or -- or what it does?

MR. MOORE: Brian, I'm going to object. Like, can you point me to which topic this is related to? We're kind of getting pretty far afield of what the Survivors' Trustee or the Abuse Claims Reviewer itself does.

MR. ATON: So topic 5 is the Abuse Claims Reviewer, including the selection criteria and qualifications considered, and then it goes on, and I think this falls within the qualifications considered.

MR. MOORE: Okay. Attila, do you need him to repeat the question?

THE WITNESS: Yes, I do, please.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 92 of 243

MR. ATON: I'd ask Maureen, if you could read it back, please.

THE REPORTER: Hold on. Give me one second. Hold on a second. I don't know why it's not -- hold on.

So the top advise -- can you hear that? Hear that or --

THE WITNESS: I'm sorry?

MR. ATON: No, I don't hear that.

THE REPORTER: Hear that or no? So topics fives -- hold on. You were talking about topics 5.

Can you hear me, or no?

MR. MOORE: Yes.

MR. ATON: Yeah, I can hear you. I guess I don't understand the question.

THE REPORTER: Yeah, you're -- all right. Just, uh, restate it, I guess. You were talking about topics five. It falls within the quality case.

MR. ATON: Before --

THE REPORTER: There we go. Yeah.

MR. ATON: Before -- okay. I'm --

THE REPORTER: Okay.

MR. ATON: Before Mark raised the objection --

THE REPORTER: Okay.

MR. ATON: -- there was a question that drew the objection. Can you please read that question.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 93 of 243

THE REPORTER: Hold on one second. Can you hear me? So top -- you were talking about top -- can you hear me or no?

MR. ATON: Yes.

MR. MOORE: Yes.

THE REPORTER: You were talking about topics five and then -- yeah, and then he asked to repeat it. You're talking about topics five. Can you hear me or no?

MR. ATON: Yeah, I can hear you.

THE REPORTER: Okay. Thank you.

MR. ATON: Okay. I think I remember the question now.

THE REPORTER: Sorry about that.

BY MR. ATON:

Q. Okay, Attila. So we were talking about the distinction between an abuse -- the role an Abuse Claims Reviewer plays and the role a mediator plays.

A. Yes.

Q. And I asked -- and the transcript will say what the transcript says, but just for our purposes in this moment --

A. Right.

Q. -- you said something along the lines of the mediator wears a broader hat and has a role in -- with multiple parties, something to that extent.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 94 of 243

And I -- my question was what -- I just wanted to dig into that, what you meant by a broader hat or a -- or a -- that different role. Like, what are some of the -- the ways in which a -- a mediator -- sorry, I'm having some issues -- the ways in which that a mediator goes about mediating a diocesan abuse case bankruptcy, um, that is kind of beyond the role of, and separate from, what an Abuse Claims Reviewer does.

MR. MOORE: I'm going to object to form, and Mr. Bardos, please don't say anything about what happened in the mediation in this case, if you would.

BY MR. ATON:

Q. And I'll just clarify, I -- I -- Mr. Bardos, I'll ask you to answer again in a second. I don't -- I don't need to know exactly about what happened in the mediation --

A. Oh, okay.

Q. -- like as far as what the mediator said or what he instructed, but just if you can describe the posture of -- of the mediator, as opposed, like, in general?

A. So without revealing mediation privilege, I assume that's what we mean? Just if I can clarify that me -- you're asking me to just generally talk about my -- my perception of what a mediator should be doing in a case like ours?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 95 of 243

Q. Right. I don't need you to say, "The mediator told us this."

A. Yeah.

Q. But if he was, for example, like pushing some parties to take cert -- an action, or entrusted with information that he would use to bring the people together, that kind of a thing. Nothing with specifics.

A. Yeah.

MR. MOORE: So I'm going to object again. I don't see how -- I really don't see how this is related to topic number 5 about the qualifications of an Abuse Claims Reviewer, what a mediator might do hypothetically in a different case.

MR. ATON: Well, Judge Buckley, it's been part of the transcript now, is a mediator, has been a mediator, and his role in these diocesan cases was part of what the debtor considered valuable in, you know, selecting him, and so I'm just trying to understand what -- what about that mediator role was -- is part of the qualifications.

MR. MOORE: Go ahead, Attila.

THE WITNESS: Okay. So the mediator is, as I -- as you briefly described, is, in my opinion, is responsible for bringing the parties together, for listening and being able to understand what the key issues and things that are important to each party, and finding a

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 96 of 243

way to get to some common ground.
BY MR. ATON:
Q. Okay, thank you. So I'll move pretty quick.
I'm going to put back up the AB5, which is the interrogatory, and then we'll take a break, Mark, in just a few minutes. Uh, Interrogatory No. 2.
So as like Interrogatory No. 1 here on line 9, it says, "The debtor plan currently provides that the Committee selects the Survivors' Trustee and Abuse Claims Reviewer; however, given that the Committee does not support the debtor plan and likely would not participate in this, RCBO will likely make a non-material modification to the debtor plan such that it will select those individuals." Do you see that?
A. I do.
Q. And is that non-material modification still an option the debtor is considering?
A. Yes.
MR. ATON: Thank you. I'll stop that.
Okay, this is another email produced by the debtor. It's going to be AB11.
(Exhibit AB11 marked.)
BY MR. ATON:
Q. Go down to the bottom where it begins. I think this is the wrong one, but we'll get to it in a second.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 97 of 243

You can still mark it AB11. Okay.

So we established that that email from the Committee naming Judge Buckley was on the 25th of April; is that correct, Attila?

A. That sounds right.

MR. ATON: Okay. And so this is an email produced by the debtor.

(Exhibit AB12 marked.)

BY MR. ATON:

Q. You see at the bottom it's Bates stamped RCBO-CC-0060132. This email is from Mark Moore, on the 25th of April, to mventura. Did I read that right?

A. Yes.

Q. And so in this email, Mr. Moore is -- is messaging Ms. Ventura saying, "I write on behalf of the Roman Catholic Bishop of Oakland, a corporation sole, the debtor in a bankruptcy case in the Northern District of California. The Official Committee of Unsecured Creditors in our case has requested we contact Judge Buckley in connection with a potential role as Abuse Claims Reviewer," and then it goes on. "We understand that their preference is that Judge Buckley be considered in that capacity." Do you see all that?

A. I do.

Q. Okay. Were you aware of any contact with Judge

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 98 of 243

Buckley's office before April 25th?

A. No.

Q. Okay, thank you. Stop with that.

And I'll go back to AB11, to the beginning. This is produced by the debtor. See the Bates stamps here reads RCBO-CC-0060129. Do you see that?

A. Yes.

Q. So on April 29th, Mark Moore emailed Judge Buckley saying, "Thank you for the call this morning to relay your concerns. I have two updates. First, the Bishop of Oakland has approved your selection as Abuse Claims Reviewer in our bankruptcy case. Second, I spoke with Brent Weisenberg, but he was unable to commit the Committee to supporting your candidacy. Under the circumstances, unless you tell us that you are willing to move forward without express Committee approval, we will not file anything today indicating you have been named in our case. That being said, I do hope you reconsider."

Did I read that correctly?

A. You did.

Q. So between April 25th and April 29th, did you speak to Judge Buckley?

A. I did not.

Q. Do you know if anyone at the debtor spoke to Judge Buckley?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 99 of 243

A. I do not know.
Q. Now, Judge Buckley responds on April 29th, see this, Honorable Daniel Buckley (retired) to Mark Moore.
Do you see that?
A. Yes.
Q. And he asks, "Mark, is Brent's inability to commit to my candidacy because he needs to seek authority or will the Committee not agree?" Did I read that right?
I'll just show you.
A. You did.
Q. Okay. So then there's an exchange of cell numbers, um, and ultimately -- let me see where the last one is. So on April 29th, Daniel Buckley, Honorable Daniel Buckley (retired), sent again an email to Mark Moore saying, "Did he give you a timeline for when he could make a decision? Is that within the time when you need a decision from me?" Do you see that?
A. Yes.
Q. And so here they're talking about Brent Weisenberg, right? Did Brent Weisenberg give you a timeline for when he can make a decision, would you agree?
A. I would agree.
Q. Okay. And then there's some exchanges, no updates, and then Buckley says, on April 30th to Mark Moore in an email, "Mark, if you have not heard, I'll be

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 100 of 243

interviewed by the Committee on Monday or Tuesday."

Do you see that?

A. Yes.

Q. Do you know whether the Committee ended up interviewing, uh, Judge Buckley?

A. I don't know.

Q. Okay. And we looked at the plan supplement and Judge Buckley was not identified as the Abuse Claims Reviewer in the plan supplement, correct?

A. That's correct.

Q. And the debtor also didn't identify Roger Kramer, right?

A. That's correct.

Q. So nobody was nominated, correct?

A. Correct.

Q. Okay. I can pull up the interrogatory response, if that'd be easier for you, but my -- my question relates to the debtor's statement that, you know, because the Committee does not support the plan, the debtor might make a non-material modification, changing essentially the way that the Abuse Claims Reviewer is selected or appointed through the plan. Do you recall that?

A. Yes, I do.

Q. So why -- can you explain to me why, as of April 29th and even April 30th, why the debtor was so

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 101 of 243

interested in Judge Buckley knowing that the Committee was putting up these roadblocks?

MR. MOORE: Objection, form.

THE WITNESS: So again, it's going to get to specific timing of when things happened, but we were on the same page, we, uh, RCBO and the Creditors Committee, were on the same page with Judge Buckley's candidacy.

Uh, the -- the piece that -- I don't know -- like I said, I don't know when exactly it happened that they said, well, wait a minute, stop the press. We -- we have, you know, some concern. I don't know when that happened or why it happened.

Q. But why -- why hasn't the debtor made that non-material modification, then, and just sort of obviated the whole problem?

A. We are still trying to work very, uh, cooperatively with the Creditors Committee to get as much, you know, consensus and common ground as we can.

So it -- it -- that's our in -- our intent.

Q. Okay. Thank you.

Are you aware of any communications, other than what we have seen today, between the debtor and the Committee about candidates for the Survivors' Trustee or Abuse Claims Reviewer?

A. I'm not aware of anything outside of what we

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 102 of 243

looked at today.

Q. And as far as I know, the debtor hasn't yet produced any resumes or -- or CVs for the Survivors' Trustee or the Abuse Claims Reviewer.

Have you seen any resumes or CVs?

A. No.

MR. ATON: Okay. And Mark, I think we can take a break now, if you want. How long were you thinking?

MR. MOORE: You tell me.

MR. ATON: Lunch.

MR. MOORE: I can grab something from my building. It's up to you guys.

MR. ATON: We can do, I guess if it's a lunch break, 30. Come back or -- at 3:05 Eastern Time, 12:05 Pacific, if that works.

MR. MOORE: Do you have an idea of how much longer you have?

MR. ATON: Um, I might do -- I mean, I'll level with you, I haven't made it that far into the outline, but I'll try not to go an exorbitant amount. It might be another hour or two, depending on how, um, how the questions are answered, you know.

MR. MOORE: Okay. So we're coming back in 30 minutes?

MR. ATON: Yes, sir. Thank you.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 103 of 243

MR. MOORE: I guess we're off the record.
MR. ATON: Yeah, we can be off the record.
(Off record.)
MR. ATON: Okay. Okay, Attila. It's good to see you. I hope you got a -- a little snack. Don't want your blood sugar crashing. Um, so I'm going to move to the plan. Can you hear me?
THE WITNESS: Yeah. Kind of quiet. Let me -- let me pull it up.
MR. ATON: How's this?
THE WITNESS: Oh, boy. That's -- that's good.
MR. MOORE: That's better.
THE WITNESS: That's better.
MR. ATON: Okay. I started fidgeting with some dials over here.
THE WITNESS: Okay. Dangerous.
MR. ATON: Against the advice of counsel, yeah.
Uh, let me just get my bearings for a second.
I guess one thing I didn't do earlier, that I'm just going to do real quick, is introduce AB13, which is the Debtor's Supplemental Responses to Certain Insurers' First Request for Production of Documents to the Roman Catholic Bishop of Oakland.
(Exhibit AB13 marked.)
BY MR. ATON:

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 104 of 243

Q. Do you see this, Attila?
A. Yes, I do.
Q. Have you seen this document before?
A. Yes, I have.
MR. ATON: Okay. And I think we've gone over the relevant responses so far about the Survivors' Trustee, so I'll stop sharing this, and the Abuse Claims Reviewer, and turn to what I will designate as AB14, which is the Notice of Filing of Redlines of Debtor's Modified Fourth Amended Plan of Reorganization and Disclosure Statement in Support thereof.
(Exhibit AB14 marked.)
BY MR. ATON:
Q. Do you see this, Attila?
A. I do.
Q. And this is the file stamped version.
Have you seen this document before?
A. Yes.
Q. And so on page 2, starting at line 9, it reads, "The disclosure statement for Fourth Amended Plan provides an overview of the Modified Fourth Amended Plan, including the treatment of claims therein, and identifies material changes from the Debtor's Fourth Amended Plan of reorganization, Docket No. 2654-2, the original Fourth Amended Plan, and Debtor's Third Amended Plan of

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 105 of 243

Reorganization," and then it has a list, and we're going to focus here on Exhibit 2.

Do you see where it says "a redline of the Modified Fourth Amended Plan against the Debtor's Third Amended Plan"?

A. I do.

Q. Are you familiar with that redline?

A. Yes.

Q. Okay. Now it's way down. Give me a second. I have in my other notes the exact page that it starts on.

So I believe Exhibit 2 starts on page 132 of 306. So I'm just going to type "132" in. Jeez. Okay. Okay.

So here we are, Exhibit 2 to the Notice of Filing Redline of Debtor's Modified Fourth Amended Plan against Debtor's Third Amended Plan. Do you see this?

A. I do.

Q. Okay. And I'm just going to kind of go through this.

A. Okay.

Q. As I've said before, if you want to use the preview function so you don't have to necessarily rely on my scrolling, you're -- you're more than welcome to do so. I'm going to be pointing to the specific provisions.

And if you have any questions about terms, um, phrases that I'm using, that you don't understand what

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 106 of 243

they mean, you're free to ask for clarification and we can go to the definitions, if it's a defined term, and we can kind of go through that. Do you understand?

A. I do. Thank you.

Q. Okay, thanks.

So the Third Amended Plan represented, was that the result of a settlement with some of the insurers?

A. I'm -- I'm sorry, I don't understand the question.

Q. Sorry. The Third Amended Plan --

A. Yeah.

Q. -- that this redline is based off of, was that Third Amended Plan the result of a settlement in term, you know, in principle, that the debtor had reached with some of its insurers that had issued abuse insurance policies?

MR. MOORE: Object to form. You're ambiguous about what kind of settlement you're describing.

MR. ATON: A settlement -- okay.

Let me see if I could rephrase it.

Q. With respect to plan confirmation, is the Third Amended Plan that these redlines are kind of built off of, filed as the result of a settlement in principle that would resolve some of the insurers who had issued -- issued abuse insurance policies with respect to plan confirmation?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 107 of 243

A. I'm so sorry, I'm having a hard time understanding the question, but --

Q. Well, if -- if you don't understand it, you don't have to answer it.

A. Okay.

Q. So back -- let's back up. I represent Westport, as I mentioned at the beginning, right?

A. Yes, yeah.

Q. Westport, along with a handful of other insurers, noticed this 30(b)(6) deposition, correct?

A. Yes.

Q. As far as the debtor is aware, are any of the insurers that noticed the deposition for today, um, supporting the debtor's Modified Fourth Amended Plan?

A. I'm not sure.

Q. Okay. But if we go back in time a little to the Third Amended Plan, were some of the insurers like Westport and other insurers who had issued abuse insurance policies, were they supportive of the Third Amended Plan?

A. If -- if I remember correctly, uh, they were.

Q. Okay, thanks. Now, the Modified Fourth Amended Plan, as we'll see when we go through the redline, but in general terms, made some changes to the Third Amended Plan. Is that a fair statement?

A. That's fair.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 108 of 243

Q. And in the debtor's mind, what were the main points of those changes or the -- or the main areas that were changed?

A. I'd like to --

MR. MOORE: Object to form.

THE WITNESS: Do a quick -- oh, thanks. I'd like to do a quick scroll through the document.

BY MR. ATON:

Q. That's fine. We can go through it and -- how about this: I'll strike the question, and then once we go through, you know, we can revisit.

A. Okay. Fair.

Q. Okay. So I'll just start off here at the beginning, definition 1.1.5, which is the Abuse Claims Reviewer. Do you see that?

A. I do.

Q. The Fourth Amended -- the Modified Fourth Amended Plan now provides that the "Abuse Claims Reviewer" means the person chosen by the Committee. Do you agree?

A. Yes, that's the redline change there.

Q. Yeah. So I guess before we get into it, my understanding of the way redlines work is that red ink that's struck through has been removed. Would you agree?

A. And the blue is what's added.

Q. And the blue is what's added, right. Okay.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 109 of 243

A. Yes. That's my -- that's my understanding as well.

MR. MOORE: I'm going to -- I'm going to object on the basis that there is a plan in between these two plans, so it may be that you're comparing the Modified Fourth Amended Plan to an interim plan between them. Does that make sense? So I don't know that it's accurate to say this plan definitely did something to the Third.

MR. ATON: Okay. No -- so I'll just go back to the top.

Q. So this -- well, that's not the very top. So if we go to the notice page, it says Exhibit 2 is a redline of the Modified Fourth Amended Plan.

A. Right.

Q. To the debtor's Third Amended Plan.

A. Right.

Q. So I guess -- I mean, I -- I can ask Attila this or what -- if you'd like, but the Modified Fourth Amended Plan is the current plan, is it not?

A. Yeah, yes. But there was -- again, the timing, there was -- there were different Fourth Amended Plans filed, right?

Q. Well, there was the Fourth Amended Plan.

A. Yeah.

MR. MOORE: That's why this notice has two

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 110 of 243

redlines. Exhibit 1 is Modified Fourth against original Fourth. Exhibit 2 is Modified Fourth against Third.

MR. ATON: Okay. I guess I'm not understanding the question. So the Modified Fourth Amended Plan is the plan that's currently pending.

THE WITNESS: Mm-hmm.

MR. ATON: I understand that there was a plan before that. The redlines we're looking at is as opposed to the Third Amended Plan and the reason for that, as I was, you know, trying to get from Attila, and I think what he said was that the Third Amended Plan had a certain level of support from the insurers that doesn't exist.

And so for the purposes of our deposition, it's really that redline, those comparisons, that are most relevant because those are the changes from a plan that had support, to the changes to the current plan.

MR. MOORE: Well, but there's -- my point is that there was a plan in between that -- I'm not, obviously, testifying -- but I think you would probably agree with me also had support, which was the Fourth Amended Plan filed in February.

MR. ATON: My -- well, I don't know.

MR. MOORE: My whole point, Brian -- I'm not trying to throw you off, I'm trying --

MR. ATON: Yeah.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 111 of 243

MR. MOORE: The representation was that the redline that you see are changes from the Third to the Modified Fourth.

MR. ATON: Right.

MR. MOORE: That's not necessarily true. They could be changes from the Third to the Fourth, that then got carried into the Modified Fourth.

And now I'm hating myself for us calling it a Modified Fourth amended, but that's where we are.

MR. ATON: Well, either way, they're changes as between the plan, right? They're -- it's what is in the current plan. If you want -- if you want...

So like I said kind of at the beginning, the redline, in my mind, helps focus kind of the changes. Like we can see it, we acknowledge that the debtor filed it, we know what the plans are, and to kind of what you said earlier, the Fourth Amended Plan isn't now pending, and any of the changes that are reflected in that are also reflected in the Modified Fourth Amended Plan.

MR. MOORE: Yeah, I go back to where I started, which is if you guys have questions for him about the Modified Fourth Amended Plan -- you issued your topics.

MR. ATON: Mm-hmm.

MR. MOORE: Going back a year and talking about the changes from a year ago to now, I think, first of all,

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 112 of 243

it's outside the scope of this deposition; and second of all, it seems like a tremendous waste of time.

MR. ATON: I actually think it'd be a lot faster, because it'd be easier for us to just look at red and blue or nothing -- or no changes and, like, go from there, instead of trying to, you know, uh, this line on this page. Like, I think it -- I do think that it'll be a lot -- kind of faster. I can -- we can switch back and forth between the two, if you'd prefer, Mark, um, where we identify some of the changes, and then I can pull up the -- the amended mod -- excuse me -- the Modified Fourth Amended Plan as filed, and then find where we were looking at in the redline and talk based off that, but that just seems a little silly.

MR. MOORE: We can just -- let's just go back to your Exhibit 2 for now -- not Exhibit 2. You know what I meant, AB14, Exhibit 2, I think, and we'll go from there.

MR. ATON: Okay. Okay. What page did I say that was on? Okay. 132 of 306. Okay.

Q. So we were talking about abuse claims receiver, and my question is, why did the debtor change the Abuse Claims Reviewer from identified in the Survivors' Trust documents to be chosen by the Committee?

MR. MOORE: I'm going to object to relevance, but he can answer.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 113 of 243

THE WITNESS: I think that was part of our, again, attempt to, uh, find common ground and -- and cooperation with them, with the Creditors Committee and giving them more of a say here.

BY MR. ATON:

Q. Okay. I'm going to move to 1.1.14. In the context of bankruptcy generally, are you familiar with what it means to -- for a claim to be allowed or disallowed?

MR. MOORE: I'm going to object to the extent it calls for a legal conclusion. If you know from your personal experience, Attila, please answer.

THE WITNESS: Okay. Well, I'll simplify it for my -- my understanding of it, but if -- if -- if it's allowed, that means it has enough, uh, um, enough meat on the bones that it could go forward. If it's not allowed, there's something missing or a date was not met.

BY MR. ATON:

Q. Okay.

A. That's my understanding.

Q. So this definition of "allowed" in the plan is one of the longer ones. Um, I suppose I'll just read the beginning.

So "allowed," for the purposes of the plan, means with respect to any claim except as otherwise provided

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 114 of 243

herein: (a) a claim that is evidenced by a proof of claim filed by the applicable claims bar date, (b) a claim for which a proof of claim is or shall not be required to be filed under the plan, the Bankruptcy Code, or final order of the bankruptcy court, (c) a claim that is listed in the schedules as contingent, not unliquidated and not disputed, and for which no proof of claim has been timely filed, (d) a claim allowed pursuant to the plan or a final order of the bankruptcy court. Did I read that right?

A. Yes.

Q. So based on what I just read, do you -- would you say that a time -- there's a timing element in the meaning of "allowed"?

MR. MOORE: Object to the extent it calls for a legal conclusion.

THE WITNESS: Well, it says within such time fixed by the plan, the Bankruptcy Code, the bankruptcy rules, right?

BY MR. ATON:

Q. I think you're referring to subpart (b) there.

So let me do this -- it might be easier this way -- I'll jump down to the claims bar date -- or rather the claims objection deadline, 1.1.39.

A. Okay.

Q. So that says, "'Claims objection deadline' means

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 115 of 243

the deadline for objecting to a claim which shall be on the date that is later of: (a) 12 months after the effective date, and (b) such other period of limitation as may be specifically fixed by the debtor or reorganized debtor, as applicable, or by an order of the bankruptcy court." Do you see that?

A. Yes.

Q. And then it goes on to say, "For the avoidance of doubt, the claims objection deadline shall not apply to (a) the Survivors' Trustee as to objections to abuse claims, or (b) non-settling insurers who agree to defend against an abuse claim asserted by any abuse claim holder who elects the litigation option," and then there's a clause after that, but other than that clause, do you see what I'm saying?

A. I do.

Q. Okay. Then the clause after, in blue ink, says, Provided, however, non-settling insurers shall only assert objections and defenses to an abuse claim, other than those arising under the Bankruptcy Code, in the appropriate non-bankruptcy forum following the election of the holder of such abuse -- abuse claim of the litigation option as defined in 9 -- Section 9.8.4 hereof.

A. Okay.

Q. Do you see that?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 116 of 243

A. I do.

Q. So if we go back to "allowed" -- and I'll just skip to the blue, to just above the blue -- or starting at the blue, sorry, where this language has been added to the definition of "allowed" that says, "Notwithstanding the foregoing, pursuant to the Survivors' Trust distribution procedures, the Survivors' Trustee may deem any abuse claim filed after the bar date allowed provided, however, that Survivors' Trustee may not deem an abuse claim allowed if such abuse claim has been disallowed by order of the bankruptcy court." Do you see that?

A. I do.

Q. So based on this new language, the Survivors' Trustee can deem any abuse claim allowed, even if it's not timely filed under the bar date, right?

MR. MOORE: I'm going to object. It calls for a legal conclusion. You're asking him to interpret documents. He's not a lawyer.

MR. ATON: I'm not ask -- well, I'm not asking for an interpretation. It says what it says. I'm just asking him to confirm that what I'm saying is represented in the blue.

MR. MOORE: I'm going to object that it's outside the scope of his representative capacity as a 30(b)(6). If he has a personal opinion, then he can give it.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 117 of 243

MR. ATON: I mean, the debtor should know what his plan says, right?

MR. MOORE: The plan says what it says, but if Attila wants to opine on this in his personal capacity, then he can.

MR. ATON: Well, he's not here on his personal capacity, he's here on behalf of the debtor and I think it's fair to ask the debtor how it understands its plan to work.

MR. MOORE: Well, ultimately Judge Lafferty is going to tell us exactly how he thinks the plan works and whether he's going to confirm it or not, but if Mr. Bardos has an opinion about this, he can share it.

MR. ATON: Well, I just want to hone in on that.

So I have other questions about plan provisions.

Is it your position that the debtor doesn't have any testimony to offer about what the plan says?

MR. MOORE: No, this is what we talked about in our meet and confers. The plan says what it says and you guys are going to make whatever legal arguments you're going to make. You can ask Mr. Bardos what his interpretation is, but I'm going to note that he's not a lawyer, he's our 30(b)(6) representative, and all he's -- all he's required to do is be capable of testifying today.

MR. ATON: That's right. Testifying as the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 118 of 243

30(b)(6) representative of the debtor.

MR. MOORE: Correct. But again, he's not a lawyer and whatever his opinion may be about what the terms mean, Judge Lafferty is ultimately going to either confirm or not confirm the plan.

MR. ATON: So if Lafferty says, "What does this provision mean?" Is your answer going to be, "Well, it says what it says"?

MR. MOORE: If Judge Lafferty asks, "What does this provision mean" -- am I at the podium in this hypothetical?

MR. ATON: Sure.

MR. MOORE: Well, I, at least through today, I am an attorney, so I think at that point I can offer what my interpretation is, but ultimately his is going to be the only one that matters.

MR. ATON: If you have -- I don't want to get too in the weeds here, but say you have, like, a pro se Chapter 13 debtor and the judge asks them, when they're standing at the podium, "What does this provision mean," would they be unable to answer that question?

MR. MOORE: In a pro se Chapter 13 case?

We're getting really far afield now.

MR. ATON: I'm just trying to figure out the parameters of when a debtor does know what its plan says

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 119 of 243

and can describe it, and when a debtor can't describe what his plan says.

MR. MOORE: I think that the -- I think that Mr. Bardos, as the representative, can tell you what he thinks that it says, but it -- it must be informed with the -- with the fact that he's not a lawyer.

MR. ATON: Okay.

MR. MOORE: And if you're going to be asking repeated questions about legal interpretations, then I guess I'm required to go find a lawyer to be my 30(b)(6)?

I don't think that's the rule.

MR. ATON: I'm not asking about -- what I'm asking about is the debtor's, like, understanding of its -- the decisions that presumably the debtor made, why the debtor made those decisions, and the intended effect of those decisions. I mean, we've already established that Attila signed the plan. He's in the trenches.

I guess I'm curious if what you're saying -- and maybe you can just clarify this because I think maybe it's been resolved -- but Attila is here as the 30(b)(6) representative of the debtor, so anything that he says, unless he says or the question asks "in your personal opinion," anything else is the debtor speaking, right?

MR. MOORE: Unless it's outside the scope of the topics which you had to provide, or there's an objection.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 120 of 243

MR. ATON: Sure.
MR. MOORE: Or he's instructed not to testify.
MR. ATON: Okay.
Q. Okay, Attila.
A. Yes.
Q. So looking at the blue here --
A. Yes.
Q. -- and the definition of "allowed" --
A. Yes.
Q. -- do you know why the debtor chose to add this provision?
A. I don't remember exactly why we made -- made the change to make it the pro -- the provision like this. Don't remember what was driving this particular one.
MR. ATON: Okay, thank you. I'm going to skip ahead a little. The page -- I'm not there yet, but just for your reference, Attila and Mark and anybody else, where it says page 37 of 132, I'm going to page 45.
Q. Focusing on this, I'm going to call it a Romanette, this little (i) in the parentheses, Attila.
Do you see this on line 12?
A. Yes.
Q. And this is Section 5.2.2.
A. Okay.
Q. It says, "Objections to abuse claims."

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 121 of 243

A. Okay.

Q. And Romanette (i) says, "Any determinations of the dollar amount of liability for purposes other than Survivors' Trust distributions and any defense based upon non-bankruptcy law shall be made in a court of competent jurisdiction as determined under applicable non-bankruptcy law." Do you follow me?

A. I do.

Q. So my question is, under the debtor's plan, the Modified Fourth Amended Plan, what -- I'll strike the "what" -- is the distributions or the determinations that we've talked about earlier that the abuse claim makes, the point system that you described, is that a determination of liability?

MR. MOORE: Object to form.

THE WITNESS: I don't know that it, uh -- again, we'll play -- play with the definition of "liability" -- to me, what it means is it's -- it's, um, an indication of what they would get, in terms of a disbursement, from the plan.

BY MR. ATON:

Q. And is that kind of relative to the amounts available and -- and the claims allowed and the points assigned, it's all kind of a big picture; is that right?

A. That -- that's right. They're -- they're --

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 122 of 243

they're linked and related, from that standpoint.

Q. So do you know of any... Do you know why, then, the debtor added in the blue there "for purposes other than Survivors' Trust Distributions"?

MR. MOORE: Object to form.

THE WITNESS: I -- I think that's -- can I -- I'll answer from my opinion; is that okay?

BY MR. ATON:

Q. Yeah. I mean, you can answer from the debtor's opinion, I suppose.

A. Okay. The question was why was it added that, um, uh, "for purposes other than Survivors' Trust Distributions"?

Q. Right.

A. It's tying that to a -- to me, it -- it's tying it to a very fair system that it must be in part of a court, a competent jurisdiction, as the language implies there, uh, because it's going to be outside of the bankruptcy law at this case -- outside of the bankruptcy court at this case. So I just wanted to make sure it was fair.

Q. But doesn't adding "for purposes other than Survivors' Trust Distribution," I guess modify the determinations of the dollar amount of liability?

MR. MOORE: I'm going to object to the extent it

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 123 of 243

calls for a legal conclusion.

THE WITNESS: Yeah, I think just trying to put -- put a fence around fairness here.

BY MR. ATON:

Q. Okay. But from the debtor's view, the plan, the Modified Fourth Amended Plan and all the plan documents incorporated into it, they're not on their own resolving any liability, are they?

MR. MOORE: Objection; calls for a legal conclusion.

THE WITNESS: You -- you mean determining, um, insurer's liability?

BY MR. ATON:

Q. Just liability. That's what it says, right?

A. Yeah. Uh, can -- can you help me with the question again? I'm sorry, it's already escaped me.

Q. Sure. Under the debtor's plan --

A. Yes.

Q. -- the Modified Fourth Amended Plan --

A. Yeah.

Q. -- which I'm saying that to include the plan documents, is there a determination of liability that occurs?

A. And from the legal perspective, I can't answer that, but from a opinion for the spirit and the intent of

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 124 of 243

this, was to come up with an equitable way to distribute the Survivors' Trust, uh, to the survivors, and put all kinds of definitions to keep it fair and, um, equitable.

Q. And that goes to the fact that the -- the determinations that the Abuse Claims Reviewer makes is like a point-based system that's related to the pool of available assets, right?

A. That's correct.

Q. Okay. Thank you.

And then here on line 17 there's some blue, provided -- "further provided, however." Do you see that?

A. Yes.

Q. So on line 18, the -- the debtor specified -- changed "abuse claim" to "litigation claim."

Do you see what I'm saying?

A. I do.

Q. So now it says, "Further provided, however, the non-settling insurers shall be entitled to defend against any litigation claim in the non-bankruptcy court system based upon any of the objections that could otherwise have been asserted in the Chapter 11 case, as provided in Sections 1.13.9 and 4.4 hereof and Articles VIII and IX hereof"; is that right?

A. That's right.

Q. So this indicates to me, and my question is for

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 125 of 243

you to confirm this, that the debtor was kind of careful to specify these litigation claims which are distinct from a broader category of abuse claims; is that right?

MR. MOORE: Object to form.

THE WITNESS: So -- so yes, it was adding specificity to the fact that the litigation claims will be treated separately from the -- the disbursement general abuse claims -- excuse me, I'm sorry.

So yes, it was, uh, to, um, provide that distinction and -- and then as -- as it goes on to say, to make sure that it's -- it's fair, uh, from -- on the litigation side, for both parties to take on in a court, um, outside of the bankruptcy court.

BY MR. ATON:

Q. Okay, thank you. And just to make sure we're on the same page, you understand what an abuse claim is when the plan says "abuse claim," right?

A. I think I do.

Q. And you understand a litigation claim when the plan talks about a litigation claim, right?

A. Yes, I think I do. Yeah.

Q. I think you just described it accurately -- and I guess that's not a question. So let's see.

And then in that same section, 5.2.2, we have additional blue that says, "For the avoidance of doubt,

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 126 of 243

any party in interest, including without limitation the debtor and any non-settling insurer may file an objection to any abuse claim before the effective date and the Survivors' Trustee may object to abuse claims at any time, in accordance with the Survivors' Trust documents and on any grounds permissible thereunder"; is that right?

A. Yes, you read that correctly. Yeah.

Q. So is it your understanding that after the effective date, other parties, except for the Survivors' Trustee, can only object, if at all, in a limited capacity?

MR. MOORE: Objection, form.

THE WITNESS: Well, I -- and you -- the -- with the -- the -- the blue that you just read, if I'm understanding it correctly, allows for the, um, the trustee may object to abuse claims at any time in accordance with the Survivors' Trust documents, and obviously, um, meeting the criteria described.

Um, so they can both, it looks like, because it's -- before that, it says any abuse claim before the effective date, and the Survivors' Trustee then may object to the abuse claims any time in accordance with the Survivors' Trust documents.

BY MR. ATON:

Q. Okay. And do you know what the term "effective

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 127 of 243

date," with respect to the Modified Fourth Amended Plan, is?

A. Yes.

Q. Okay. I'm going to stop this. I'm going to switch over to the plan, Modified Fourth Amended Plan, which is AB2, and I want to go back to a definition that we talked about earlier, the claims objection deadline.

So 1.1.39 of the debtor -- of the Modified Fourth Amended Plan, which is what I mean when I say "the plan," added this "provided however" language, and we just went over this.

And so my question is, because this provides that non-settling insurers shall only assert objections and defenses to an abuse claim, other than those arising under the Bankruptcy Code, in the appropriate non-bankruptcy forum following the election of the holder of such abuse claim of the litigation claim option, and based on the section we just read, 5.2.2, not so the insurers otherwise can only object before the effective date, what, I guess, purpose in the debtor's mind does -- do those provisions serve in limiting the availability of objections that the non-settling insurers might raise?

MR. MOORE: I'm going to object to form. There's a lot of questions in that question.

THE WITNESS: There -- there -- yeah, there

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 128 of 243

really are, but to -- to try to keep it -- can I still answer, even though you object to form?

BY MR. ATON:

Q. Yes.

A. Okay. Uh, yeah, there's a lot -- a lot to unpack in that, but if I keep it at the highest level, again, the distinction's being made between claims of -- of people that take the litigation option -- option and people that don't.

And to me, it was more about making sure that the folks that do take the litigation option, that both sides are protected by the laws and policies that are in place.

So it was a good thing, uh, for -- both for the insurers and for the, um -- those, uh, claimants of the -- or going -- or those survivors going the litigation option.

Q. Okay. And when you say there's a lot to unpack, what do you mean?

A. Well, if my simplified view, uh, captures your question, then we're good. If -- if it -- if it doesn't and you have more distinctions you'd like to make, that's fine too.

Q. What -- well, okay, let me see. Let's just break it down piece by piece, right?

So line 7, "Non-settling insurers shall only

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 129 of 243

assert objections and defenses to abuse claims, other than those arising under the Bankruptcy Code."

So that provision -- I know that the sentence isn't over -- but correct me if I'm wrong, but that is saying that the non-settling insurers can only assert objections and defenses to abuse claims, other than a certain type of objection, right?

A. Yeah, yeah -- yes, your question?

Q. Well, I just want -- I'm just trying to unpack it, so I just want to make sure --

A. Yeah.

Q. -- you're following me.

A. Yeah.

Q. And then those objections, those objections that are other than those arising under the Bankruptcy Code, can only be raised by non-settling insurers in the appropriate non-bankruptcy forum?

A. Yes.

Q. And only with respect to what I'll call litigation claimants or abuse claims claimants that elect the litigation option, right?

A. Yes.

Q. So does it -- the debt -- does the debtor's plan contemplate any ability for a non-settling insurer to object to an abuse claim, big umbrella abuse claim, at

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 130 of 243

all?

MR. MOORE: I'm going to object to form, and also I think it's asked and answered. We just talked about litigation claims.

THE WITNESS: Yeah.

BY MR. ATON:

Q. Right. I'm not -- I'm asking about abuse claims.

So there are abuse claims. We've established that there are abuse claims that are not litigation claims, right, Attila?

A. Yes.

Q. Okay. Can a non-settling insurer, under the debtor's plan, object to an abuse claim that is not a litigation claim, on any grounds whatsoever?

MR. MOORE: Object to form.

THE WITNESS: It -- it -- yeah, because it's not relevant. It's not as relevant as something that's going to be -- that chose -- a claimant that chooses the litigation option.

Choosing the litigation option puts it squarely in front of, uh, the, um, policies of -- the insurance policies, the insurance carriers and state court rules.

Um, within the bankruptcy and with the way that we have it defined, if you choose the distribution option, that's coming right out of the trust.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 131 of 243

BY MR. ATON:

Q. Okay. And I guess that goes back to my previous question that was in Section 5.2.2, when I was discussing -- when we were talking about any determination for purposes other -- of liability for purposes other than Survivors' Trust distribution, and so it's unclear to me -- and I -- you say it's irrelevant.

My question is, I would agree that it is irrelevant if the survivors -- if the plan doesn't establish liability at all, but I am not sure that that is what the debtor's doing with the plan, and I would like for you to clarify.

MR. MOORE: I'm going to object to form. You gave a couple of options and then asked him to pick one.

Is there a question?

MR. ATON: Well, I didn't ask him to pick one, I asked him to clarify Section 5.2.2 and the process for objecting to abuse claims.

MR. MOORE: But you had -- you said how you mean it.

MR. ATON: He said that it was irrelevant. I was -- and I -- okay.

Q. My question is, do you think the process to -- if you think that it's irrelevant, can you explain to me why you think it's irrelevant?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 132 of 243

A. I -- I -- I think it's irrelevant because how the plan is set up and how the, um, claimants or the survivors that choose the, you know, the distribution -- the abuse claims for the distribution option, that's going to be determined out of what's in the trust, and based on the scoring system that the claims review -- reviewer will help, um, put in -- put into place.

So it's -- it's coming out of the trust, from a -- from a bucket of money that's already there or that's going to be there -- going to be there and going to be there over time. So it's trying to set up a very equitable way to handle that.

There's more language around the litigation option, to make -- because that's where the insurers would get more involved with it and would -- and want to make sure that their rights are -- are -- are kept, just like the rights to a claimant to go after what they view as their, um, insurance -- the insurance policy, um, determination.

Q. Okay. So under the debtor's plan, is it only litigation claims that can go after insurance or that the Survivors' Trust can pursue against insurers?

A. I -- I believe by -- by -- by definition, the answer is yes.

Q. Okay. I'll just stick on the plan. Well, I'm

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 133 of 243

going to switch back to the redline for us just because it'd be easier to see the specific changes. Well, let's just make sure we're all on Exhibit 2. Was it 132? Okay.

I'm going to go down to Section 5.14. It'd be easier if we had a search function. 5.14 is right here, Additional Terms Regarding Class 4 and 5 -- Class 5 Claims. Do you see this?

A. Yes.

Q. You with me? Okay.

A. With you -- I'm with you.

Q. So starting on line 23 and going into 24, it says, "For the avoidance of doubt, Romanette (i), any such abuse claimant 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." Do you see that?

A. Yes.

Q. Is there a reason why the debtor didn't change "abuse claimant" here to "trust claimant"?

A. I don't know what -- if there was a reason for that.

Q. Well, I think you just said that only -- or let me re -- let me ask another question. Strike all that.

Is there any reason the debtor didn't change

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 134 of 243

"abuse claimant" to "litigation claimant"?

A. Not that I'm aware of. But if there's going to be a judgment, you know, again, that means it's a litigation claim.

Q. And we've seen, at least in one example, that the debtor was kind of careful to create that specificity, and change "abuse claimant" to "litigation claimant" in other contexts, right?

A. Yes, we saw that.

Q. And do you think this was an oversight?

A. It -- I -- I don't -- I don't know.

It could have been.

Q. Do you think that based on this language, an abuse claimant that's not a litigation claimant, either individually or the Survivors' Trust, acting on its behalf, could obtain a judgment based on that abuse claim?

A. The -- the way that they're -- you -- you used the term, you know, get -- get a judgment, as you just described it, the non-litigation, uh, complaint -- claimant will get a distribution from the trust based on the scoring by the re - uh, the claims reviewer.

So that's the mechanism that the plan outlines, uh, for those that choose not to go after the litigation.

Q. Well, let's talk about the Survivors' Trust for a second, I guess.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 135 of 243

A. Okay.
Q. You're familiar generally with the Survivors' Trust, right?
A. Yes, yes.
Q. And under the debtor's plan, could the Survivors' Trust pursue litigation, for example -- because here we're talking about the amount of a judgment -- could the Survivors' Trust pursue litigation on behalf of an abuse claimant that does not make the litigation option election?
A. The plan is -- is not designed to have the Survivors' Trust make those kinds of claims if -- if they're in -- if they're not in the litigation option.
What --
Q. Okay. Go ahead, sorry.
A. No, no, no. Sorry.
Q. I didn't mean to cut you off.
A. No, no, no, that's okay. I -- I -- it -- it's just that, you know, the Survivors' Trust, uh, becomes the -- the -- it's kind of like a transfer to the Survivors' Trust from RCBO to go after -- to help those on the litigation side and to be, uh, the, uh -- the representative from that perspective.
Q. And on "litigation side," do you mean the litigation claimants?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 136 of 243

A. Yes.

Q. Okay. And then looking at Romanette (ii) of that same sentence, "any such abuse claimant, right, is not barred by this Section 5.14 from seeking extra-contractual damages under the holding of hand." Do you see that?

A. Yes.

Q. I'll kind of see if I can split it. That's -- well... So we kind of run into the same problem here, don't we, where it says "abuse claimant" and not "litigation claimant"; would you agree?

MR. MOORE: Objection, form.

THE WITNESS: Yeah, the implication is litigation.

BY MR. ATON:

Q. The implication is litigation, but as we heard earlier, from your counsel raising objections, that the plan says what the plan says. So my question is, is this provision correct, under the debtor's understanding of how the plan is supposed to work?

MR. MOORE: Object to form.

THE WITNESS: And I'm -- I'm getting a little uncomfortable because this feels like legal splitting hairs and I'm not -- I'm not a lawyer and I'm -- and I can't, uh, weigh in as -- as intelligently as I'd like to on -- on that -- that topic.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 137 of 243

I can give you, again, from -- from where I sit and from discussion, what the spirit of this is, what the intent of this is, and that's the best I can do, I think.

But you're right, it's written -- what is -- what is written is written.

BY MR. ATON:

Q. And what is written is not the spirit or intent that the debtor had in proposing the plan, right?

MR. MOORE: Object to form.

THE WITNESS: Again, it's getting into the legal splitting hairs.

BY MR. ATON:

Q. Well, I don't know if it's legal splitting hairs.

I mean, it's the plan itself that distinguishes abuse claimants from litigation claimants, right?

A. Yes.

Q. And so those are not necessarily legal terms of art, those are terms that the debtor came up with, right?

A. And defined.

Q. And defined, yes. So --

A. But like...

Q. Really what I'm trying to get at is, just like Romanette (i), we saw places where the debtor replaced "abuse claimant" with "litigation claimant," and now we're seeing where that hasn't happened, and my question is, why

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 138 of 243

has -- why didn't that happen?

A. I don't know.

Q. And then I have another question, and I don't know if you'll know the answer to this, but you can see here where it has "hand" bold, underlined?

A. Yes.

Q. And it looks like there used to be a "v. Farmers Ins" -- that stands for insurance exchange, and a -- and a case reporter citation.

A. Uh-huh.

Q. Do you have any idea why that full citation was removed?

A. No.

Q. Okay. Are you familiar with the insurance assignment contemplated by the plan?

A. Yes.

Q. And how would you describe that to work?

A. Okay. Well, wait, uh -- wait. If you go down to that insurance assignment, it -- it -- it'll help me, right there. Down a little further.

Q. No -- okay, I understand. I just -- I'll -- we'll get into what the plan says. I just -- I'm trying to -- I would like to gauge just your familiarity with the insurance assignment.

A. Sure.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 139 of 243

Q. Yeah.
A. Gotcha. Okay. Big -- big picture.
Here's what the insurance assignment means to me:
The insurance assignment refers to the fact that once we opened the Survivors' Trust and begin the process outlined in the plan for distributing the funds in the trust, managing the funds in the trust, allowing for litigation option for those that choose it, the insurance, um, component, RCBO passes the, um, the ability to, um, get benefit from the insurance policies without transferring the full policy, but the ability to get benefits and rights from the policy in court, in the state -- in the state court process for the litigation -- people that choose litigation.
So it's a -- it's a transfer of -- from RCBO to the trust, because right now the RCBO holds all that, uh, legal, um -- it's -- it's our asset, to say -- to put it another way. RCBO's asset.
Q. Sure.
A. Yeah. And then the trust takes over.
Q. Right. Okay. So when you distinguish between, you know, the insurance recovery, right, and the rights under that, as opposed to the full policy, are you distinguishing between kind of obligations that the debtor has under the policy, as opposed to the rights that it has

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 140 of 243

under the policy?

MR. MOORE: Object to form. Can you -- you're using "obligations" kind of vaguely. Can you describe something more specifically?

MR. ATON: Well, if Attila didn't understand the question, he can ask.

THE WITNESS: Yeah. Well, yeah, can you help me? I -- I -- I know -- that's right, the -- the court reporter can't pick up the puzzled look on my face.

Sorry.

BY MR. ATON:

Q. Yeah. So, uh, "obligations" with a lowercase O -- I'm not necessarily talking about anything specifically -- but we can go through the plan, if you'd like and, for example, I think the plan mentions self-insured retentions. Um, so I would, for example, call that maybe an obligation, right? The debtor doesn't have the right to make that, you know? It's not a benefit of the debtor.

So my question is, is that what you're distinguishing?

A. I don't know if that specific. I understand your clarification now and -- and yes, it retains -- it retains, as you call it, an obligation for an SIR, uh, and again, just wants to make sure that it's a level playing

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 141 of 243

field and fair rules for both the insurers and for the claimant.

Q. Okay. 8.1, the insurance assignment.

Let me see.

A. Well, the RCWC is a little different. I mean, I -- I see that it's talking about RCWC there.

Q. How is the RCWC different?

A. There's an escrow account that's going to be made for the RCWC contribution that only gets released if there's a specific release of liability to RCWC.

Q. Okay. And does RCWC share the same insurance as the debtor, with respect to abuse insurance policies?

A. Yes.

Q. Okay. Let me see. Let me go through my outline.

I think we've covered a lot. Okay.

I'm going to go down to 8.1.3 here. Plan Section 8.1.3 says, "Upon the effectiveness of the insurance assignment, the Survivors' Trust shall have whatever obligations, if any, that exists under the insurance policies under applicable law, including without limitation all notice obligations required under the abuse insurance policies and applicable law pertaining to these claims," and then there's new blue language, "provided however, that the Survivors' Trust assumption of such responsibility shall not relieve the debtor, the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 142 of 243

reorganized debtor or the released parties from their respective obligations under the insurance policies as provided herein." Do you see that section I just read?

A. Yeah. Yes.

Q. And is that kind of what you were just describing about how the assignment works?

A. That's what I -- yeah, generally that's what I was trying to describe, yes.

Q. So the Survivors' Trust will have whatever obligations, if any, that exist, but the Survivors' Trust's assumption of such responsibility will not relieve the debtor and the reorganized debtor or the released parties from their respective obligations.

Is there a way to determine which obligations specifically fall where?

MR. MOORE: I'm going to object to form.

There is a statement, then a question.

BY MR. ATON:

Q. So just -- Attila, you can answer the question.

A. Yeah.

Q. But if you need clarification, you can ask for clarification as well.

A. Okay. So, um, yeah, can you clarify, please?

Q. So look -- looking at 8.1.3.

A. Yes.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 143 of 243

Q. Is there a way to determine who has what obligation at any given time?

A. Well, I -- I think what it outlines there is the fact that what -- if there's -- the obligations are clearly defined in the policy, insurance policies, then those are the ones we want to honor.

Q. "We," being the debtor?

A. I'm speaking for the debtor on this one, yeah.

And -- well, actually, you know, quite frankly, from the, uh -- as we pass this to the trust and then the trust's assumption of responsibility, but what it's saying, ex-belt and suspenders, it doesn't relieve the debtor of their responsibilities and obligations.

Q. Okay.

A. It tries to maintain the integrity of the insurance policy, is the intent.

Q. I think I understand. Um, okay. I'm going to jump ahead a little. Oh, 8.3.12. There's a lot of -- this a longer section too.

So starting after the red right here on line 12, it says, "The non-settling insurers reserve (and expressly do not waive) all policy defenses and Claims," capital C, "including without limitation all rights and defenses concerning cooperation, offsets, recoupments, deductions, deductibles, self-insured retentions, and all rights and

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 144 of 243

defenses provided in their policies." Do you see that?

A. I -- I -- I do.

Q. Do you know why the word "Claims" was removed from that sentence?

MR. MOORE: I'm going to object. It misstates the facts. The word "Claims" is on line 13.

MR. ATON: The word "Claims" is on line 13 and the word "Claims" was also omitted on lines 14 and 15.

Q. And so the question is Attila, do you know why "Claims" on 14 and 15 were --

A. Yeah.

Q. -- removed?

A. It -- it -- it appears that it's redundant.

Q. Well, isn't "defenses" also redundant of "defenses"? That was a question.

A. Okay. Is -- isn't "defenses" redundant? Is that what your question was?

Q. Yes.

A. I'm -- I'm sorry. Okay.

Yeah, we could simplify this thing, I think.

Q. So the question about why "Claims" was removed, I don't know if that was answered. What is -- is there an answer that you --

A. Because I -- yeah, I don't know.

Q. Okay.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 145 of 243

A. I don't know why "Claims" was removed and "defenses" was not.

Q. Are you aware of any claims that an insurer might make against the debtor, with respect to abuse insurance policies?

A. Um, can you -- you mean am I -- am I aware from...

Q. Is the -- is the debtor aware that those claims can be made?

MR. MOORE: Object to form.

THE WITNESS: Yeah. I -- I don't know the specifics of that, of the -- of your question.

BY MR. ATON:

Q. Has -- well, let's back up.

So pre-petition, the debtor was involved in a fair number of litigation concerning abuse claims, correct?

A. Correct.

Q. And if -- if we go back even 20-some-odd years before the bankruptcy, there have been -- there's been abuse litigation and then settlements with insurers and judgments against the debtor that the debtor paid, and it's been an ongoing kind of saga, correct?

A. Correct.

MR. MOORE: I'm going to object to form and to

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 146 of 243

which topic does that go to? The history of the debtor's last 20 years of litigation?

MR. ATON: Well, I'm just creating a background to hone in on these types of claims that Attila -- I'm trying to clarify for him.

Q. So in the course of any of that, has an insurer ever, you know, defended against a claim or settled a claim and then turned around to the debtor and say, "Hey, you owe us money for that"?

MR. MOORE: I'm going to object that that's not a topic, historical claims of our insurers against the debtor, but if he knows, he can answer.

THE WITNESS: And unfortunately -- unfortunately, I don't know.

BY MR. ATON:

Q. Okay. Let's see. Okay. I'm going to... I think we covered that. I'm going to back up a little and we're -- and go back to litigation claims, and I'm going to stop sharing the redline and I'm going to go to the interrogatories, which is AB5.

So we asked in Interrogatory No. 5, "Identify whether the Survivors' Trust and/or the Survivors' Trustee could present, prosecute, or otherwise pursue any abuse claim other than a litigation claim, against any non-settling insurer for payment under the debtor's plan

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 147 of 243

and" the "process, if any, such abuse claim could be presented." Do you see that?

A. Yes.

Q. And when we were going through the plan, I think you already kind of answered that, but the interrogatory response says that the interrogatory also unreasonably asked RCBO to respond to hypothetical scenarios beyond the scope of its knowledge.

A. Huh.

Q. Is there a reason why the debtor didn't just say no?

MR. MOORE: I'm going to object to form, and it also calls for a legal conclusion.

THE WITNESS: Yeah. And I can't answer on that front, but I can answer to the -- yeah, that's what it felt like to me, you're asking me hypothetical scenarios beyond my scope.

BY MR. ATON:

Q. Well, there -- it's how the plan is designed to function, right? Until the plan is confirmed, everything, in a sense, is hypothetical. There wouldn't be anything to talk about until after confirmation, right?

A. That's fair.

Q. So let's go to Interrogatory No. 6, "Identify whether the Survivors' Trust and/or the Survivors' Trustee

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 148 of 243

could present, prosecute, or otherwise insure any insurance action arising out of or for any reason related to an abuse claim held by an abuse claimant who timely elects to receive the immediate payment and under what process, if any, such insurance action could be presented." Do you see that?

A. Yeah.

Q. And are you familiar with the term "immediate payment"?

A. Yes.

Q. Okay. So in that response, the debtor says, "Subject to and without waiving these objections, RCBO answers no." Do you see that?

A. Yes.

Q. And that's similarly, in a general sense, hypothetical, is it not?

A. Yes.

Q. So again, my question is -- and you verified these responses -- why didn't the debtor answer Interrogatory 5 "no"?

MR. MOORE: Object to form.

THE WITNESS: It's more complex.

It's more complex, that's why.

BY MR. ATON:

Q. In what ways is it more complex? I wish I

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 149 of 243

could -- you could look at both of them at the same time.

A. Yeah.

Q. But I'll let you read 5, and if you want to go back to 6, just tell me.

A. Okay.

MR. MOORE: I'm going to object to the relevance of the juxtaposition of two interrogatory responses against each other.

THE WITNESS: Okay, can you go down to the other one, then?

BY MR. ATON:

Q. Mm-hmm. Yes.

A. It -- it's, to me, again, like I said, this, uh -- the other one's more complex. This one gets pretty straightforward, when you're talking about the immediate payment recipients. Clarifies things that, um...

Q. So am I understanding that the confusion in Interrogatory No. 5 is about the phrase an "abuse claim other than a litigation claim"?

A. And -- and the implication that the Survivors' Trust will be instigating, um, litigation.

Q. Well, that's the question, right? And that was the question in 6. And if the Survivors' Trust isn't, then that answer would be "no," right?

MR. MOORE: Object to form.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 150 of 243

THE WITNESS: Can you scroll down a little bit more to get to the bottom of the response?

BY MR. ATON:

Q. Oh, sure.

A. Well, I think it captures it accurately there in the response, what I -- what I was trying to say, more complex. They -- this says it a little better, in that it's vague, ambiguous and confusing, especially given the terms present, prosecute, or otherwise pursue, other than a litigation claim. It's -- it's more convoluted. And that's -- that's not a legal term, it's just my term.

Q. Yeah.

A. Yeah.

Q. And we can move on in a second.

A. Okay.

Q. But I just want to try to resolve the ambiguity and see if we can get to an answer as to why Interrogatory No. 5 wasn't answered.

Interrogatory 6 also says, "present, prosecute, or otherwise pursue." To me, the only difference is here we're talking about an insurance action, and here in 5 we're talking about an abuse claim other than a litigation claim; otherwise, they're identical.

MR. MOORE: I'm going to object, as this is outside the scope of the topics. Is this something that

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 151 of 243

you guys have sent us a discovery deficiency letter about?

Is this the right time to be trying to hammer out ROG responses?

MR. ATON: Well, his ROG responses go directly to the plan.

MR. MOORE: And he's already described to you, in the course of you guys walking through the redline, how he understands the plan works.

MR. ATON: Yes, and based on his understanding of how the plan works, this interrogatory could have been answered, and I'm trying to figure out why it wasn't.

MR. MOORE: Okay, but is the scope of the topics how the plan works or why he answered an interrogatory a certain way? Because I'm looking at it and it's about how the plan works.

MR. ATON: If the interrogatory is about how the plan works, I don't see a difference.

MR. MOORE: But you've gotten your answer about how the plan works from Mr. Bardos' perspective as the debtor's corporate representative.

MR. ATON: And what is that answer?

MR. MOORE: You'd have to go back to the transcript. That was almost an hour ago and it was on several different topics.

BY MR. ATON:

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 152 of 243

Q. Okay. So Attila, based on your understanding about the debtor's plan, can the Survivors' Trust or Survivors' Trustee pursue an abuse claim, other than a litigation claim against a non-settling insurer?

A. Again, if I -- if I understand, uh, the -- the plan correctly, and the spirit and the intent, it -- the insurance, uh -- well, what's the word I want? It -- it -- it's again, separate from the litigation side.

So it -- the plan defines if you go this route, here's how you'll get paid. And that -- and that plan, at its highest form, simplifies it to that.

Q. So just to clarify what I think I heard, when you -- so when you're talking about litigation process, are you talking about litigation -- the litigation election?

A. Yes, because there it says other than the litigation claim. Yeah, I'm talking about the litigation -- yeah.

Q. Okay. All right. Thank you. Okay.

Let's go back to the plan. Let's see, maybe I could look at the index here to find 8.3. Oh, look at that.

Now, you'll recall 8.1.3 that we've already talked about and then I think you explained adequately, but I just want you to remember this provision -- and you

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 153 of 243

can read it again if you'd like, because I'm -- I'm going to move to a different plan section, but it relates to this provision, okay? So let me know when you're done reading it, 8.1 --

A. 8.1.3?

Q. Mm-hmm. And let me know if you need me to scroll down.

A. Okay. Okay. Can you scroll again? Yeah.

Okay, got it.

Q. So 8.3.1 is under Preservation of the Rights of Non-Settling Insurers.

A. Okay.

Q. And I'll just read it. It says, "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, Romanette (i) the terms and conditions of an abuse insurance policy, Romanette (ii) the rights and obligations of the debtor, its estate, or the reorganized debtor and any non-settling insurers and third party claims administrators under the abuse insurance policies or Romanette (iii), the coverage or benefits provided

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 154 of 243

under the abuse insurance policies."

Did I read that right?

A. Yes.

Q. So my question is specific to kind of Romanette (ii). It says, nothing in the plan, plan documents, confirmation order, Survivors' Trust Documents, everything else will be said to impair, alter, supplement, modify, decrease, expand -- all this -- all those words, and then Romanette (ii) is "the rights and obligations of the debtor, its estate, or the reorganized debtor and any non-settling insurers under the abuse insurance policies."

Do you think that's a fair characterization just of this Romanette (ii)?

MR. MOORE: Object to the form.

THE WITNESS: Right, obligated.

BY MR. ATON:

Q. Let me scroll up a little.

A. Yeah. No, you -- you -- I think you -- you read it accurately, if that's the question.

Q. So this Section 8.3.1, with respect to rights and obligations of the debtor, its estate, or the reorganized debtor under the abuse insurance policies, in the debtor's view, is that conflicting with other parts of the plan that provide that the Survivors' Trust is going to be assigned, you know, the benefits and rights of the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 155 of 243

policies?

A. No --

MR. MOORE: I'm going to object to legal conclusion. Also, you're asking him a hypothetical about other rights.

BY MR. ATON:

Q. Well, neither of these provisions specify rights, so unless, Attila, you tell me otherwise, is there a distinction between the rights that this plan provision is talking about and the rights the plan talks about elsewhere?

A. Again, with this -- with this whole -- all this language here, to me was trying to make it so clear that we're not going to mess with the insurance policies as they are. They're going to be -- the main -- the integrity is going to be maintained, the rights and the obligations are going to be maintained, uh, but -- for the insured as well as, uh, you know, for the, um -- the -- what was the debtor, RCBO? And now the trust, if -- if folks choose the litigation option.

So all that language about, you know, uh, modifying and, um, supplementing and impairing and altering, it's -- it's meant to say, look, we're maintaining -- we're maintaining the integrity of the insurance policy. I just want to make sure that's extra

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 156 of 243

clear.

Q. And so this -- so the Survivors' Trust is still getting the rights under the policies, right?

A. They're -- they're -- they're -- they're getting -- yeah, well, let's go back and scroll -- look at the exact words, because I don't want to trip up on legal words, but -- but simply my -- my understanding is yes.

Q. Okay.

A. As part of the transferring.

Q. Okay. I don't know if we need to spend too much more time on this. Um, okay. I'm going to jump over to Article IX of the plan, which talks about the Survivors' Trust. Do you see this?

A. Yes.

Q. Okay. And you're generally -- I mean, we've already kind of established this, but just to confirm, you know what the Survivors' Trust is and you're familiar --

A. Yes.

Q. -- with how it operates?

A. Yes.

Q. Okay. Where is... So 9.3 is the property and funding of the Survivors' Trust, and it talks about the cash contributions and the assigned insurance interests, and it says here, beginning on line 18, "The debtor's cash contribution and any portion of the RCWC contribution

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 157 of 243

shall be made in respect of the uninsured exposure of the debtor for abuse claims, including unknown abuse claims, and of RCWC solely as to the release claims including but not limited to years in which no abuse insurance policies are available and to the extent required under applicable law when a self-insured retention or deductible must be satisfied to access potential coverage under non-settling insurance -- insurer policies."

Do you follow with what I read?

A. Yes.

MR. MOORE: I'm going to object to form.

There was not actually a question.

BY MR. ATON:

Q. So can you describe -- I think I understand what this is saying, but I'd like you to kind of describe to me what you view this -- like how you view the debtor's cash contribution as -- as functioning with respect to the abuse insurance policies?

MR. MOORE: Object to form. It's compound.

BY MR. ATON:

Q. How do you read 9.3? What is the debtor's understanding of the role that the cash contribution plays, as it relates to abuse insurance policies?

A. The debtor has to honor its obligations, self-insurance retention or deductible.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 158 of 243

Q. But doesn't this just say that in simple terms, the debtor is putting up money and that money counts towards whatever self-insured retention or deductible that would otherwise apply going forward?

A. That would make sense.

Q. Okay. And then it says at the bottom -- well, just so we can be clear, because the sentence starts with, "Notwithstanding the foregoing."

So the sentence before that says, "The debtor contribution and RCWC contributions are not and shall not be construed as a discharge and a release of any abuse claim, including unknown abuse claims, covered or alleged to be covered under any of the non-settling insurer policies. Notwithstanding the foregoing, the debtor and RCWC, solely as to the released RCWC claims, shall have no further financial obligations under the plan or the plan documents to holders of allowed abuse claims, including allowed unknown abuse claims, other than the obligations required to be paid to the Survivors' Trust in Section 9.3." So --

MR. MOORE: Object to form.

BY MR. ATON:

Q. Under this provision, do you know what the Survivors' -- the obligations required to be paid to the Survivors' Trust in 9.3 are?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 159 of 243

A. I'd have to look at 9.3.
Q. Well, this is 9.3.
A. But to the section that talks about it.
It's all spelled out in there.
Q. So the obligation required to be paid to the Survivors' Trust in 9.3 is the debtor cash contribution and any portion of the RCWC contribution; is that right?
A. Okay. Okay, so the question is?
Q. The question is, the obligation -- I'm just confirming because it's a little unclear to me whether the obligation's required to be paid. Is that -- we're just talking about the payment of cash right now?
A. Yes.
MR. ATON: Okay. Hey, Mark, do you mind if we take five minutes? I just gotta clean up my outline a little, and I think we should -- we could probably get through this a little quicker.
MR. MOORE: Sure. How much time do you think you have left?
MR. ATON: Um, not -- maybe, to be safe, an hour, maybe less. Um, I just need five minutes to -- if that's okay.
MR. MOORE: If that helps.
MR. ATON: Thanks. All right.
We're off the record.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 160 of 243

(Off record.)
MR. ATON: Okay, everyone ready?
Can y'all hear me?
THE WITNESS: I'm back.
MR. ATON: Maureen, you back?
MR. MOORE: Maureen, if you're talking, you're on mute.
THE REPORTER: Oh, can you hear me?
Sorry about that.
MR. ATON: Yeah, we can hear you.
THE REPORTER: Oh, sorry about that.
MR. ATON: Okay. Are we back on the record?
THE REPORTER: Yes.
MR. ATON: Okay.

Q. Okay, Attila?

A. Yes, sir.

Q. I appreciate your patience as we've gone through the plan. I'm going to try to speed it up a little and as a result, I might jump around so again, if you get confused or lost or don't understand what I'm saying, please feel free to ask for clarification, um, and I will provide it to you.

A. Thank you.

Q. Do you know what a Blue Ridge claim is?

A. Mm, off the top of my head, I don't remember.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 161 of 243

Q. Okay. Do you know what a bus claim is?
A. Same thing. I'd have to look at some docs.
Q. Okay. They're not in the plan, so it's not -- it's not a plan term I'm talking about, um, if that helps.
Okay. So I'm -- this is AB2, the Modified Fourth Amended Plan. Let's see if I can jump to 13. Okay, I'm on 13.12.4, which is titled No Duplicative Recovery.
Do you see that?
A. Yes.
Q. Okay. Do you want to take a minute and read that?
A. Yeah.
Q. Okay. Let me know when you're done.
A. Okay. Okay.
Q. So here at -- in the last sentence on line 9, we have another reference to "the Hand holding."
Do you know what the Hand holding is?
A. I do not.
Q. Does this provision -- well, strike that.
Are abuse claimants able to pursue extra-contractual damages against non-settling insurers, in addition to receiving a distribution from the trust?
MR. MOORE: Objection, form.
THE WITNESS: As the title implies, there's -- you -- you -- you can't double dip, and it's going to

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 162 of 243

be -- there's going to be a max to it as well.
BY MR. ATON:
Q. What is the max?
A. The high -- uh, for -- I'm talking about lit -- I'm sorry -- litigation claims where, say, that a judgment was, you know, say -- say 300 and the scoring would have been, you know, 100, it's the 300 that it's capped at.
Q. Okay. I appreciate that, and I really hate to get into this again, but this provision is talking about holders of abuse claims, right?
A. This provision does not prohibit all of it. Okay. Got it.
Q. So when it says, "or from seeking extra-contractual damages under the Hand holding," is the plan allowing holders of abuse claims to pursue extra-contractual damages, in addition to a distribution from the trust?
A. No, because it says it -- it won't allow for the duplication based on the same events, facts, matters, and give rise to an applicable abuse claim.
Q. Right. But then do you see on line 7 it says, "This provision does not prohibit." Do you see this?
A. Yes.
Q. So --
A. Well, that's if it's not duplicative.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 163 of 243

Q. Okay. I think I understand what you're saying.

Just to clarify; from the debtor's understanding of how the plan works, extra-contractual damages under the Hand holding may be available, as long as it's not duplicative of what the claimant has received from the trust?

A. Yes.

Q. Now, in the debtor's mind, because if what they're receiving from the trust is part of the debtor's involvement or, like, the debtor's -- you know, they're getting assigned -- the claims against the debtor are getting assigned to the trust, and so aren't those claims different than claims for extra-contractual damages against non-settling insurers?

MR. MOORE: Object to form.

THE WITNESS: Yeah.

BY MR. ATON:

Q. Do you not understand, Attila, or --

A. Yeah. No, I don't understand the concept, sorry.

Q. I'm just asking about duplicative, right?

A. Yeah, yeah, uh-huh.

Q. You say the claim -- you say this provision says there cannot be duplicative claims.

A. Right.

Q. And I'm asking is a claim that the trust pays to

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 164 of 243

an abuse claimant different than a claim seeking extra-contractual damages under the Hand holding?

A. And it -- and it sounds like it could potentially be different.

Q. And so if they're different, then maybe they're not duplicative, right?

A. Yeah. So you're not double dipping.

Q. Okay. I want to go also, I think, back up to 9.

Well, actually, while I'm here in 13 -- we'll stay here in 13 for a second to -- Section 13.3.

In the bankruptcy context, are you familiar with a discharge?

A. Yes.

Q. And what does the debtor view the discharge to be?

A. Can you scroll down a little bit there?

Q. Sure. I can scroll up too, if you need.

A. Yeah, yeah, yeah. Again, not -- I don't want to trip up on legal terms that aren't -- I -- I don't know them, but it's the -- the discharge would be the release of the, um, the liability of the claims.

Liability of the claims.

Q. Yeah. Okay.

A. Yeah.

Q. So Section 13.3, beginning on -- let's see. On

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 165 of 243

26, where it says, "For the avoidance of doubt." Can you read that for me?

A. Sure.

Q. And then I'm going to ask a question.

A. Sure.

Q. I just want to make sure we're on the same page.

A. You got it. Excuse me. "For avoidance of doubt, subject to the foregoing, the discharge provided under the plan and Section 1141" -- excuse me -- "will be effective as to each such abuse claim upon conclusion of any such litigation in a court of competent jurisdiction."

Q. Right. Do you know why the debtor structured the 13.3 this way?

A. No.

Q. Okay. Then I'm going to go up to 9.7. 9.7, Right to Elect to Receive an Immediate Payment. Now, I'll give you a minute to read that, if that would help.

A. Okay. Yeah, that would help.

Q. Let me know when you need me to scroll down.

A. Okay. Can you scroll down?

Q. Mm-hmm.

A. Can you scroll down a little more again?

Q. Yes.

A. Okay.

Q. And this provision doesn't define it, but I'll

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 166 of 243

just ask, do you know how much the immediate payment is?

A. For some reason, um, uh -- jeez, uh, 5,000 sticks in my head -- no, no, no, I'm sorry. Um, 50,000 sticks in my head.

Q. Yeah, 50,000 is my understanding as well.

A. Yeah.

Q. So under the Right to Receive an Immediate Payment, is there any way to verify the legitimacy of immediate payment claimants?

A. There's going to be, I think, if I, again, remember correctly -- I need to go back to the diagram of the plan -- but there's a kind of a first pass, uh, first pass review that then would, um, make them eligible for either that or to go to the other route, the, um -- and then split between the other two avenues of, uh, litigation or distribution. So there are effectively three channels to go.

Q. Okay.

A. You could either do immediate payment or you could select the, um, uh, disburse, uh -- disbursement based on the scoring and grading, or you go to the, um, litigation option.

Q. Okay. Let me -- I'm going to pull up the plan supplement. Oops.

A. I'm sorry, are you waiting for me?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 167 of 243

Q. I'm sorry. No, I'm sorry, I'm just having an issue.

A. No -- okay. No worries.

MR. ATON: Mark, do you -- do you remember -- I'm sorry about this, but do you know which one is the plan supplement? AB...

MR. MOORE: I think it's 6.

MR. ATON: Thank you. Okay.

Q. So this is the plan supplement and it says Exhibit F is the form of the Survivors' Trust Agreement.

So let's go to Exhibit F. I wish there was an easier way to do this. Okay. I'm going to look at the Survivors' Trust Distribution Plan, which is this, and Section 3.1, just to kind of drill into that answer a little. So 3.1, Immediate Payments. Do you see that?

A. Yes.

Q. And in the first (i) here, we see confirmation that it's $50,000, right?

A. Yeah. There it is, yeah.

Q. And then number (iii) here says, "For the avoidance of doubt, any immediate payment claimant shall not be treated as a trust claim and 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."

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 168 of 243

Did I read that?

A. Yeah.

Q. And so I thought maybe I understood your question before to say that immediate payment -- holders of abuse claims that elect the immediate payment would go through the -- the review process, but this says otherwise.

Maybe I misunderstood.

A. No, no, no, no, no. No, that -- that -- that's not what I meant. Not this review, not this claims evaluation process. It's not going to get fully scored that way. But there was a, um, uh -- for may -- may -- maybe it's going to come with the agreement to, uh -- when we -- when we settle the number of claims issue, um, is -- is one of the points.

So it -- what I meant was at the very -- at the very top, it's gotta be a legitimate claim following through and to get -- to be able to qualify for the immediate payment, not the review process I was talking about where they get the detailed scoring. That's separate. They don't have to be detailed scored to get an immediate payment. They just have to qualify.

Q. Okay. And do you know where in the plan or the -- or the trust document it -- it says that there's some kind of qualification?

A. Off the top of my head, I don't remember where it

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 169 of 243

is or -- or what -- where -- what -- what I'm remembering, and I could be misremembering, but it's, I --

THE REPORTER: Here -- well, yeah -- you're speaking, right?

THE WITNESS: I'm sorry?

THE REPORTER: Sorry. Go ahead. Go ahead.

THE WITNESS: Yeah, I'm saying I -- I don't remember where.

BY MR. ATON:

Q. Okay. If we look at (ii) here, this says that the holders of abuse claims that --

A. Yeah.

Q. -- receive the immediate payment shall do so by signing and returning the immediate payment notice by the deadline.

A. Right.

Q. So that's -- so that's one requirement, right?

A. Okay. Yeah.

Q. And then it says, "Only abuse claimants who return an immediate payment notice not later than the immediate payment election deadline affirmatively indicating their election to receive the immediate payment shall be entitled to receive an immediate payment."

So I don't see any other requirement, other than --

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 170 of 243

A. Yeah.
Q. -- being timely submitted.
A. I'm -- I'm sorry. I, uh, withdraw -- I must have misremembered. I withdraw my comment.
Q. Okay.
A. Because I certainly did -- did not mean the -- the claim scoring reviewing process. That -- I knew that wasn't part of it.
Q. Okay. So you're not aware of any other procedure, besides this timely submission of the immediate payment notice?
A. Based on this reading here, yeah, this seems to capture it.
Q. Okay. Thank you.
So while we're in this document -- let's see.
I'm going to go to this Section 4.2, I think it is. It's a long one. There's four -- okay, so here's Section 4, Guidelines for Evaluation of Trust Claims.
Are you familiar with the criteria and evaluation factors? Obviously, they're listed here, but in a general sense, are you -- do you have familiarity with them?
A. In a general sense, yes.
Q. And so this document, in this section, sets out the criteria by which an Abuse Claims Reviewer will evaluate the trust claims, right?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 171 of 243

A. Yes.

Q. And among these criteria, right, is -- well, let me back up. So there's an initial criteria, right, which is this, and then there's general criteria.

And so with respect to the general criteria -- I'm sorry, I'm getting confused. Strike all that.

We're talking about evaluation factors.

Evaluation factors. Okay?

If the trust claimant gets this far, right, because you have the initial criteria and then the second part and then -- only then, right, you get to evaluation factors; is that fair?

A. That's fair.

Q. And these are really the factors that the Abuse Claims Reviewer is going to be considering when allocating points, right?

A. Yes.

Q. And here at H, it says, "Additional factors that may be provided by the trust claimant."

Is that intended to be a general catchall or are there other factors specifically that the debtor was contemplating when it wrote that?

MR. MOORE: I'm going to object to form.

THE WITNESS: No, just --

MR. MOORE: Are we -- are we really going to go

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 172 of 243

through every line of these factors?
MR. ATON: I've already skipped a lot of lines.
I just have a couple.
MR. MOORE: Okay.
BY MR. ATON:
Q. But does this additional --
MR. MOORE: Oh, go ahead, Attila, I'm sorry.
Go ahead.
THE WITNESS: Yeah, what was -- what's the --
which is the question? Which is...
BY MR. ATON:
Q. The additional factors that may be provided.
A. Yeah. Oh, yeah. Yeah.
Q. If you look at A through G, there's already a
pretty, you know, comprehensive view. So I -- my question
is --
A. That is.
Q. -- were the additional factors just a general
catchall or is there -- does it have to be related to --
A. Yeah.
Q. -- the nature of abuse?
A. Well, no, it would -- it would be something to
the nature of the abuse, but not captured in that very
detailed, you know, sections above.
It was just leaving it open to the fact that

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 173 of 243

there might be something else that we didn't think of. It could be, you know, an anomaly, but if it was something that came out of the abuse situation and we were made aware of it through this, um, extra, um, supplemental information, just wanted to be able to -- to not -- not automatically rule it out if it wasn't captured with the language above.

Q. Okay. And then we look at impact of abuse, this is kind of a different --

A. Yeah.

Q. -- subcategory.

A. Yeah.

Q. And then we have recoveries from other defendants, and claimant involvement.

And so with respect to claimant involvement, this factor could increase the points for a trust claimant who, for example, filed a lawsuit, has been subject to a deposition, mediation or interview, or participated in publicizing the issue of clergy sex abuse, which has benefited all trust claimants.

What is the basis for this factor?

A. The basis for this factor is to rec -- uh, to take into account and consideration for ways in which a claimant has obviously contributed to the cause or helped, um, help bring about more.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 174 of 243

They want to reward the fact that somebody had to be brave and stand up and -- and, uh, either, like you say, either depose -- all the things that's described there. Somebody had to go a little bit of the -- it's like an -- going extra and above and beyond than what perhaps some of the average claimants who've simply, you know, filled out a claim.

There's more effort here. More effort, more work, more impact that's want -- they wanted to reward, or at least take into account in the scoring or the, um, the point allocation.

Q. Would members of the Committee, under this criteria, be entitled to a higher score, just based on their involvement in the Committee?

A. Well, potentially.

Q. Okay. And then let me see. I think that's the end of my -- my factors, Mark. Uh -- well, I'll just ask a question.

I can dig through and find it, if you need me to, but there's a -- there's a provision in -- in the Survivors' Trust Agreement and the Survivors' Trust Distribution Plan that says the survivor -- or excuse me -- it says the Abuse Claims Reviewer can consider any additional factor.

Is there, from the debtor's view, any limiting

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 175 of 243

scope to what the -- what the additional factors might be?

A. I think you'd have to take each one as they come up.

Q. So it's kind of a case-by-case discretionary decision; is that right?

A. You said -- you said it better, case by case.

You have to consider it and -- and it has to pass a reasonableness test.

Q. Is there a reasonable test specifically stated in the Survivors' Trust Distribution Plan or Survivors' Trust Agreement?

A. No, those were my words.

Q. Okay. Okay. And then I think that's all of that. And now this is a situation where I wish we were in person so I could have two documents in front of you at once.

A. Okay.

Q. It'd be a lot easier, but --

A. I have another screen.

Q. Well, maybe I'll -- so I'll admit them and you can preview them, maybe simultaneously, or you can look at the one I'm showing and compare it to one I'll preview.

A. Yeah, let's try that.

MR. ATON: Let's try that out. So this will be AB15, and this is the Third Amended Disclosure Statement

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 176 of 243

for Debtor's Third Amended Plan of Reorganization.

(Exhibit AB15 marked.)

MR. ATON: I am anticipating Mark's comments. I'll say that I'm going to make it relevant in just a sec.

THE WITNESS: Okay. So AB15 is the one you got open.

MR. ATON: Yeah, and I have to go back and put the other one up, but I'll --

THE WITNESS: Okay.

MR. ATON: I'll do that now, just so we're not waiting. And then this will be AB16, which is a document produced by the debtor.

(Exhibit AB16 marked.)

THE WITNESS: But it's not in the library yet.

BY MR. ATON:

Q. Okay. It might be now.

A. Oh, now -- now it is. Now it is now. It just showed up.

Q. Now it's on my screen. Yeah. And --

A. Okay. Yeah, I got it.

Q. And so this is stamped at the bottom, do you see RCBO-CC-0060117; you see that?

A. I do.

Q. Okay.

MR. MOORE: Brian, can you scroll up? So, uh, 15

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 177 of 243

is the debtor's third amended disclosure statement and then 16 is what?

MR. ATON: Is this doc -- is this document. It looks to be a forecast, but there's no current year column.

MR. MOORE: Is there a date on it anywhere?

THE WITNESS: Yeah.

MR. ATON: I'm not aware that there's a date on here. It obviously, from my view, is within the year, I guess, if we're forecasting '26, '27, '28.

Um, since we're already in '26, this document is just a little more relevant than --

MR. MOORE: Well, you know that we're doing updated expert reports tomorrow, including liquidation analysis and the expert report of, um, Chuck Moore from Alvarez & Marsal, right?

MR. ATON: Yeah, and I'm not going to get into any expert-related discussions. I just want -- well, what I'd like to do is go to the Third Amended Plan so that we have -- or the third amended disclosure statement, rather, which has the same chart, just different years, different numbers, obviously, and has a Current Year column and then this one just forecasts out a little further.

MR. MOORE: And then what's the relevance of that to the topics that you provided, when you're talking about

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 178 of 243

documents that are a year old? And projections that are a year old, it looks like.

MR. ATON: So this is the most relevant information that the debtor's been willing to give us, but this is going to go to the assignment.

Q. So, Attila, you keep this one open.

A. Okay. Oops.

Q. And then if you go to the bottom, it's towards the end. Okay. And you see this, this is page -- well, it says 8 of 8, but Docket No. 1874-3.

And so this, Attila, do you see where I'm at?

It has actual fiscal year '23?

A. Yes.

Q. And then the forecast years are '24, '25.

A. Uh-huh.

Q. And so on? Do you see that?

And then in AB16, that document doesn't have an actual, but it starts in '26, '27, '28. Do you see that?

A. Yes, I have that one open here. And -- and just to be clear, that document that, um, is AB16, what was that supporting, again?

Q. What do you mean?

A. What -- what was -- was that -- you said, was that part of a disclosure statement update? Where -- where -- where did that come from?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 179 of 243

Q. No, that was produced by the debtor in the course of discovery.

A. Oh, okay.

Q. My question is, we talked about the assignment and trying to preserve the policies, and I want to focus on the insurance reimbursement line.

A. Okay.

Q. Which has actual fiscal year 24.7 million.

A. Yeah.

Q. Under Receipts, and then under Expenses -- or my highlighter's being funky -- we have 26.3.

Do you see that?

A. I do.

Q. So my question is, if the plan essentially is not going to affect the policies, the abuse insurance policies, why is the debtor forecasting such increases in the amount of insurance, um, receipts that it expects to get?

MR. MOORE: I'm going to object to form. Also, I'm not convinced that this is one of the topics that you actually noticed for this deposition, given that you're comparing a year-old document to whatever this is that's undated.

MR. ATON: Well, it goes to the effect of the assignment, which includes documents and communications

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 180 of 243

related thereto, which is topic 7. I mean, these are documents. And the question is about the assignment and the effect of the assignment.

MR. MOORE: I think it relies on a false premise, though, which is it's -- it's assuming what it's trying to prove, which is that the assignment is negative. I don't think you can draw that from this document.

THE WITNESS: Yeah, it's separate from the assignment.

BY MR. ATON:

Q. Okay. Can you explain that to me, please?

A. Yeah, sure. I'm -- I'm -- I'm sorry. Again, I interrupted you. Uh, yeah, I'd be happy to. Is that okay, Mark? I can just explain what the difference is or what's going on here?

MR. MOORE: He asked the question.

THE WITNESS: Okay. What's the question, sir?

BY MR. ATON:

Q. The question is, you -- you said that this information, these forecasts, is different than the assignment, and maybe that I'm misunderstanding something.

So I'm asking you, in what ways are they different?

A. Got it. Well, it might have -- can you scroll so I can see the top line as well? Oh, no, there it is. I

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 181 of 243

can see it. Okay. Okay. No, that's good. That's good.

I want to see both the insurance direct payment and the insurance reimbursement.

So you'll notice at the top, under the Receipts category, that's cash that, you know, we bring in, uh, or receipt -- or things that we -- that fund, that's like a -- like a revenue category, if you -- if you will.

This one, though, is not revenue. This is simply the collections that we make, because we do insurance on behalf -- we -- to make -- get economies of scale, we do -- we use a broker and we do insurance for all the parishes and the, um, and a couple of other sister organizations, um, RCWC, cemeteries, and we -- we pool it to get the best insurance rates.

Then we -- we, um, send out a bill to them, and that's what that reflects. We're collecting the bill. We're collecting their -- what they're bringing, what they're going to distribute back in.

The lower, the, um, the Disbursement section, that's what we're paying, uh, paying our insurance companies for, for the bill, for the, um, for the insurance that we've contracted for for the Diocese and the related entities.

Q. Do those numbers include abuse insurance policies for, like, historical claims that are -- are currently

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 182 of 243

pending?

A. Well, those -- those numbers include -- if our policies which -- in which we have done include abuse, um, protection, then -- then it's part of the, um, premium, yes.

Q. Okay. So these numbers aren't just, for example, like current policies, they're -- they -- it also includes, for example, policies from the '70s that are still being litigated or for -- by -- for which claims are being asserted under their periods, right?

MR. MOORE: Objection to form.

THE WITNESS: Yeah.

BY MR. ATON:

Q. Is that a yes to the question?

A. It's -- it's a -- it's more or less, this is -- this is primarily what it -- it -- it's costing us today.

If there's residual from coming back that we -- obviously, we still need to take care of it. You know, some things have a long tail, uh, then it -- then it's part of it.

But this is pre -- this is predominantly the -- the -- our premiums for what we are -- anticipate for that, uh, fiscal year.

Q. Okay.

A. And this breaks it down by month, I believe.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 183 of 243

Q. Okay.
A. So this is, yeah, primarily the premiums and primarily, you know, we charge -- we -- we get the money back; not all of it, but we get most of it back.
Q. All right. I appreciate that. Thank you.
A. Yeah, sure.
Q. And then one more topic and I'll get out of your hair. Let's pull up the plan. Okay.
Do you see the plan?
THE REPORTER: Okay.
MR. MOORE: Oh, there it is.
THE WITNESS: Now I see it, and that's, um -- which AB is this? AB2.
MR. ATON: This is AB2. I'm sorry, Maureen, are you trying to speak to us?
THE REPORTER: Uh, you think? Yes.
MR. ATON: What are you trying to say?
Q. Okay. So this is the Debtor's Modified Fourth Amended Plan, which we've looked at quite extensively.
I'm going to try to jump to -- oh, I was close -- 8.6, called Cooperation. Do you see this?
A. Yes.
Q. And we've talked about kind of these obligations, and this is just touching on that briefly.
This says, "The Survivors' Trust and the debtor

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 184 of 243

shall have the obligation as provided under -- 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 respective abuse insurance policies."

A. Yes.

Q. So is that -- is that cooperation with the investigation defense, is that an obligation that exists under the abuse insurance policies?

A. Well --

MR. MOORE: Objection, form.

THE WITNESS: Sorry.

MR. MOORE: Go ahead.

THE WITNESS: Okay. This -- again, this cooperation is specific to our plan, right?

BY MR. ATON:

Q. Mm-hmm.

A. So it -- it's -- it's related to the fact that, once again, we wanted to make sure we maintained the integrity and -- and support of, uh, both for the insurers and for the claimants that, you know, hey, if there are documents, we share them. If -- if -- full cooperation.

It's, um, we want to retain the rights and privileges of both, for both sides, for insurers and for claimants. And this one focuses on, uh, for the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 185 of 243

non-settling insurers, to make sure.

Q. Okay. I just want to clarify something.

So you said this is an obligation provided in the plan, but what it says is that they'll have that -- on line 7 here, shall have the obligations provided in the abuse insurance policies. Do you --

A. Yeah.

Q. So this isn't an obligation created by the plan, right? It's just speaking to obligations that exist otherwise in the policies, right?

A. To -- to -- and it's -- and it's to ensure that those obligations are adhered to.

That's why he put it in the plan.

Q. Mm-hmm. So when it says the Survivors' Trust and the debtor, how is that going to work?

MR. MOORE: Objection, form.

THE WITNESS: Well, it starts with the RCBO, the debtor, and then gets transferred, uh, to the trust. And so when I say no matter where it is, you've got to honor the obligations, whether it's with the debtor specifically or whether the trust is handling it.

BY MR. ATON:

Q. Okay. When does it get transferred to the trust?

A. On the effective date.

Q. Well, then I guess I don't understand why it says

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 186 of 243

the debtor --

THE REPORTER: Oh, shit.

BY MR. ATON:

Q. -- at all, right? Because the plan becomes the plan, essentially on the effective date. That's when it -- that's when it goes into effect.

So if this is only describing the debtor's obligations before the effective date, why is the debtor in here at all?

A. I'm -- I'm sorry, say that again, please.

THE REPORTER: Yeah, say...

BY MR. ATON:

Q. So you're saying that on the effective date, the obligation goes to the Survivors' Trust.

My question is, then why is the debtor identified at all, since this provision won't become binding until -- until it leaves the debtor anyways?

THE REPORTER: Can we stop this right now?

Can you hear me?

MR. MOORE: Yes.

THE REPORTER: Can we stop it right now?

It's -- it's not going good.

THE WITNESS: Are you okay?

MR. ATON: Sorry. Are you asking --

THE REPORTER: Yes.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 187 of 243

MR. ATON: -- for us to stop?
THE REPORTER: Yes. Uh, just -- not stop, but the -- just, um, hold on a second. Okay. That's better.
Thank you. That's good.
MR. WEISS: Do we need to go off the record for a second?
THE REPORTER: No, it's good right now.
Thank you.
MR. ATON: Okay. Um... Okay.
MR. MOORE: Does anyone need medical attention?
THE REPORTER: No. Are you okay?
MR. MOORE: No, I'm just -- okay. Okay, I'm sorry. There was a question.
THE REPORTER: I know. Yeah.
MR. MOORE: Brian, do you want to --
THE REPORTER: There's -- it's fine. I just -- I had a glitch on my end.
MR. MOORE: Okay.
THE REPORTER: Think we're good. Thank you.
MR. ATON: All right.
THE REPORTER: Thank you.
MR. ATON: Okay. I'm not entirely sure where we left off, but I'll just --
MR. MOORE: I don't think I'm supposed to help you, but you were asking about the word "debtor."

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 188 of 243

MR. ATON: Yeah. Well, I know that, I just wasn't sure if I was waiting for an answer or if I -- I don't know.

THE WITNESS: Oh, yeah. And I for -- I forgot too, I'm sorry.

MR. ATON: Okay.

THE WITNESS: So if we're waiting -- if you're waiting for an answer, um, I believe the last question was Survivors' Trust and debtor, if this is after the effective date, then why do you have debtor in there.

BY MR. ATON:

Q. Yes.

A. Okay. Uh, belt and suspenders. The debtor is never going to be released of its responsibilities and it -- even if it does get transferred to the Survivors' Trust.

MR. ATON: Okay. Thank you. Let's see. I think that might be it for me, Mark. Can I have just, like, two minutes, just to make sure, and then I think LMI had some questions. Does that work for you, Mark?

MR. MOORE: Works.

MR. ATON: Okay. We'll go off the record for a moment.

(Off record.)

MR. ATON: Maureen, are you with us?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 189 of 243

THE REPORTER: Yes.

MR. ATON: Great. Thank you.

Q. Okay, I'm still in the plan and I'm going to 9.8.

So 9.8.4, generally, which is the right to elect litigation against non-settling insurers and other parties, and then 9.8.4.2 is claim enhancement. So that's where we're going to start off. Are you with me, Attila?

A. I am.

Q. Okay. Are you familiar with the claim enhancement?

A. Yeah, but I'd like to refresh my memory.

Q. Sure. It's kind of a long section, with a lot of subparts. You tell me how much you want to read, um, and I'll just scroll when you tell me to scroll.

A. Okay. I can pull it up on my, um, screen here, so...

Q. Okay. Just let me know when you're settled.

A. Okay. It's 9.8.4.2, that claim enhancement section's where I'm starting. Okay. Got it.

Q. Yes, sir.

A. Okay. I'm going to read it from my viewer.

Q. Okay. Let me know when you're refreshed.

A. Okay.

Q. Okay. Now I'm refreshing my recollection.

Sorry, give me a sec.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 190 of 243

A. Okay. Go for it.
Q. So under this 9.8.4, you read the different enhancements, right?
A. Yes.
Q. And those enhancements, will they ever get to the point where the litigation claimant receives more than the amount, for example, of a settlement?
A. Uh, what do you mean by the settlement amount, Brian?
Q. Sure. So the -- so the -- the enhancements are -- are for litigation claimants, right?
A. Yes.
Q. And the enhancements are a result of -- they're entitled to the enhancement if their litigation claim settles with an insurer, right?
A. Yes.
Q. So my question is, for example, 9.8.4.7 provides that a litigation claimant can get a 100 percent enhancement. Would that essentially be doubling the value of the claim?
MR. MOORE: Object to form.
THE WITNESS: If I understand it correctly, um, it's -- you mean the -- the scoring of -- we're talking about what -- what -- what the, um, review would yield from the trust. It could be up to 100 percent above that.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 191 of 243

Is that what was -- is that the one we're looking at?
BY MR. ATON:
Q. Yes.
A. The Survivors' Trust negotiates an insurance settlement agreement. Yeah, if it's a legitimate, um, enhancement, or -- then yes, it can be up to 100 percent.
Q. But an -- just to clarify, an enhancement of 100 percent is a multiple of two, right?
A. Yeah. Yeah.
THE REPORTER: Yeah, uh-huh. Yes.
MR. ATON: Okay.
THE REPORTER: Do the math. Yeah. Fucking stupid, right? Do the fucking math. Yes. Love...
MR. ATON: Okay. Um, threw me for a little, sorry.
THE REPORTER: So stupid. Why did you act like that? Do the fucking math. Are you like stupid? Okay.
So stupid. Are you okay? Are you okay?
MR. ATON: Maureen?
THE REPORTER: Yes.
MR. ATON: Are you speaking to me?
THE REPORTER: No, I'm fine. I'm fine.
MR. ATON: Okay. I'm going to go on mute just so I can ask Matt a question real quick. I'll be right -- I'll be right back.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 192 of 243

THE REPORTER: Okay.
MR. ATON: Okay, Attila, I appreciate your time. That is all the questions I have for you today.
THE WITNESS: Oh, sure thing.
So drinks at the Wicked Wolf, Brian?
MR. ATON: I think LM --
THE REPORTER: What?
MR. WEISS: LMI might have a few questions.
MR. ATON: LMI has a few questions, but I'll -- I'll find your number next time I'm in San Francisco.
THE WITNESS: Okay. All right.
Let's talk to LMI.

EXAMINATION

BY MR. MCMAHON:

Q. Good afternoon, Attila. I appreciate you taking the time this afternoon and this morning to be with us.

Um, this shouldn't be too, too long, so I'll get through it?

Um, just to begin, uh, Mark, um, I know I've sent a few emails, um, and we discussed this at the beginning of the deposition, um, regarding the LM -- uh, the, uh, insurance policies, authenticating them.

Um, are -- are you willing to, uh, authenticate -- stipulate to authenticating, uh, the policies that

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 193 of 243

we've emailed you, um, are true and accurate?

MR. MOORE: I think we're still looking into that, Tim, but we'll get you an answer as quickly as we can. I -- I saw the email and I appreciate it.

MR. MCMAHON: Okay. Yeah. No -- no problem. I don't want to hold up, uh, your time this afternoon. Um, okay. Moving on. Um, Brian, is there a way to stop presenting so I can present? Thanks. Okay. Oh, not sure. Let's see here. Okay.

Q. Can you see, uh -- Attila, can you see the, uh, Exhibit AB2, the Debtor's Fourth Amended Plan?

A. I can. And I can also pull AB2 up in -- in my -- excuse me -- in my viewer.

Q. Okay. Let me just scroll down.

A. But I see it, yes.

Q. Let me just scroll down to Section 9.3.8. Okay. Um, I'll give you a second to take a look at that.

A. Okay. Oh, you made it big. Nice.

Q. Let me know when you're ready.

A. I'm ready.

Q. Okay. So are you familiar with Section 9.3.8 of the, uh, plan?

A. Yes.

Q. Okay. Um, do you know who was responsible for drafting the language of 9.3.8?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 194 of 243

A. I'm sure we had help from our legal team to do that.

Q. Okay.

A. You want to -- but you want to know which -- who specifically on the legal team? I don't know, yeah.

Q. No, you're -- you're good. Thank you.

A. Okay, sure.

Q. Were you involved in the discussions or negotiations regarding this language?

A. Not -- not on the language specifically. I, uh, delegated that to the lawyers. I'm sorry, Mark.

I jumped in there.

Q. Um, based on your reading of this, what's, uh, RCBO's understanding of the purpose of this section?

A. But this -- my -- my understanding that in the -- of the intent of this section was to clarify that for non-settling insurers, it -- it's going to be all about outside of the, um, plan contributions, the trust, and the, uh, distributions that are taking place there.

It's going to be outside of that and it's going to become part of the litigation, where it's going to be governed by policies and state, uh, court, uh, rules of engagement.

Q. Okay. Thank you.

Um, based on your reading of this section, what

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 195 of 243

entities, if any, are barred from asserting a claim against the non-settling insurers to recover amounts distributed to an abuse claimant under the plan?

A. I'm sorry, which organizations or which what? I'm sorry?

Q. Which entities, organizations, individuals.

A. Well, certainly, um, as it says, it spells out there, the Survivors' Trust and the debtor and -- and its estate will not be, um -- get called out very specifically for this.

Q. Okay.

A. Those would be the main ones, yeah.

Q. Okay. Thank you.

A. Mm-hmm.

Q. Um, last question relating to this one. How does --

A. Sure.

Q. -- RCBO interpret the phrase, "Any contribution to the plan made by the RCBO and its estate?"

A. Oh, how do I -- how do we interpret that?

Q. Yeah, based on your reading, how would you interpret that?

A. Yeah. I would interpret that that RCBO, uh, the debtor entity, um, it -- it's -- it's only, um -- it's focused on that, not other related but non, um, non --

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 196 of 243

non-debtor entities that are part of, uh, you know, our sister organizations' part of the Diocese. It's separate from those. It's very specific to the debtor and the debtor's estate, related to RCBO.

Q. Okay, perfect. Thank you.

Let me switch to my last topic here on -- in the plan Section 13.3 -- I know Brian spent a little time on this. I just have a few follow-up questions.

A. Sure.

Q. Um, let me pull it up real quick for you. 13.3.

So it's kind of a long paragraph. I'm going to be kind of asking about -- let's see here -- from here, to the extent the holder, to the end of this paragraph.

Do you see where I'm kind of pointing at?

A. Let's do -- can you do it again?

Q. Right here.

A. Oh, there. Got it. Okay. Now that's line 22?

Q. Yep. Take a moment to kind of read and let me know when you're ready.

A. From -- from there to the end?

Q. Yep.

A. Okay. And it go -- and it keeps going?

Q. Yeah. Get out of the --

A. Or you -- or the -- you're only interested in just stopping there at the end of 89, page 89?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 197 of 243

Q. Let me scroll down just a sec.
A. Okay.
Q. Sorry.
A. Yeah.
Q. Yeah.
A. Okay.
Q. Okay. Um, so can I ask, uh, who proposed including this language in this section?
Do you happen to know?
A. I -- I don't know specifically, you know, who, um, on our legal team or on our leadership team proposed it.
Q. Okay. Um, can I ask about what the purpose of this provision is?
A. Sure. Can you -- can you scroll up just a little more, again?
Q. Yep, absolutely.
A. I can see the beg -- so I can see the beginning part? Yeah. I think the language was meant to, um, to clarify the fact that if you go litigation option, then it's going to be very heavily dependent on what you're going to be able to get in the litigation of -- of the -- in the litigation, in the court system and, uh -- and the, uh -- so, uh, we use the -- I use the phrase "double dipping" -- so that there's no double dipping.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 198 of 243

Q. Okay. Thank you.

Um, can I ask, how does this, uh, provision benefit RCBO or its estate? Do you happen to know that?

A. Well, let's see. It -- in -- in that it's trying to, um, be fair, equitable, and consistent.

Q. Okay. Um, let's see. Skipping a few questions, that way we can get you out of here.

And I ask, um, do you happen to know whether or not this provision was requested or proposed by any outside party other than RCBO?

A. Uh, I'm not aware of that, no.

Q. Okay. So under this -- under this, uh, Section 13.3, if a holder of an abuse claim elects the litigation option, when does RCBO's discharge become effective as to that claim? How -- how do you interpret that?

MR. MOORE: I'm going to object to the extent it calls for a legal conclusion about the discharge.

THE WITNESS: Yeah. But, uh -- so I -- I shouldn't answer?

BY MR. MCMAHON:

Q. No, you're -- you're okay.

A. Okay. Thanks.

Q. So just to clarify, um, I believe you previously, uh, answered that you are not familiar with the Hand v. Farm -- Farmers Insurance Exchange case that, uh, Brian

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 199 of 243

previously mentioned?
A. Yes, I'm not very familiar with that.
Q. Okay. I can bring that up to the definition, if you want. Take a quick look.
A. Okay, sure. Thanks.
Q. Okay. So here we go. There's the case, Hand vs. Farmers Insurance Exchange. Just to confirm, you're not familiar with that, correct?
A. I'm not.
Q. Um, are you aware that the plan contains several provisions referencing Hand?
A. In -- in the plan itself?
Q. Yeah.
A. Yes; hence, the defined term.
Q. Um, other than your attorney, do you know anyone at RCBO who would be able to explain what "Hand" means and why it's been included in the plan?
A. Other than my attorneys?
Q. Yeah.
A. Yeah, I'm not aware of anyone that has an -- that has good expertise, knowledge of that.
Q. Okay. Do you happen to know what a bad faith claim is, in the context of an insurance -- insurance?
A. I -- I think so. I believe so.
Q. Okay. Uh, would you mind kind of letting me know

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 200 of 243

what you believe it is, based on your experience?

A. Sure. Um, and is -- is there a defined, uh, definition of that in here?

Q. Uh, no.

A. Okay. So what -- what -- what the bad faith, uh, claim means to me is that we're saying that, uh, the entity, whether say it's an insurance company, was not, um -- was not really bargaining in good faith and was not really, you know, coming to the table, was not really, um, trying to adhere to their responsibilities in the policy, but deny and delay, um, would be, um, to me, kind of what a bad faith claim would look like.

Q. Right. Okay.

A. Again, I don't have the legal --

Q. Yeah.

A. Not legal -- just my -- Attila's words.

Q. Totally get it.

Um, are you aware the Hand case specifically defined in the plan relates to bad faith claims?

A. No, I don't know much about the Hand case, I'm sorry.

Q. Okay. Last question.

Has RCBO stated at all, throughout the duration of this case, that it has any pending or potential bad faith claims against any of Insurers?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 201 of 243

MR. MOORE: I'm going to object, to the extent it calls for a legal conclusion about existing bad faith claims. Go ahead, Attila, I'm sorry.

THE WITNESS: Not in my -- I -- I can say that, um, my, um, experience in, uh, working -- I'll just take one -- one example, just one example.

My experience in working and sitting at the bench for the Woodall case, I was -- we had two mandatory settlement conferences, and, um, it was, uh, to me, very shocking, uh, the -- the -- the lack of, uh, um, of -- of showing up, basically, um, from -- from the insurer's side.

And then on, you know, on top of that, the judge ordered an OSC, which was rather telling, you know, to me because it's like, okay, I'm not imagining things. It's like, what the heck's going on here?

THE REPORTER: Correct. Correct.

MR. MCMAHON: Maureen, are you okay?

THE REPORTER: Yeah. Can you hear me or no?

MR. MCMAHON: Yeah, we can hear you. Almost done. Almost done.

THE REPORTER: Okay. We're good.

BY MR. MCMAHON:

Q. Sorry to interrupt, Attila.

A. No, no, no. It's -- it's okay. I -- I think

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 202 of 243

that's my answer.

MR. MCMAHON: Okay.

THE REPORTER: Correct.

MR. MCMAHON: Um, that's all I have on this. Thank you. I appreciate it.

THE WITNESS: Thank you, Tim.

THE REPORTER: Thank you.

THE WITNESS: Thank you, Maureen.

THE REPORTER: Thank you. Read or waive?

MR. MOORE: Brian, if nobody else has anything, I'd have just two questions on redirect.

MR. ATON: Sure.

MR. MOORE: Or two issues.

MR. ATON: I haven't been made aware at all --

THE REPORTER: And -- and I just said, uh, read or waive. No big.

MR. ATON: I have not been made aware that anybody else has questions, but...

THE REPORTER: Okay...

MR. ATON: I guess we can give it out to the group.

THE REPORTER: Okay.

MR. ATON: Going once.

THE REPORTER: Okay.

MR. ATON: Twice. Okay, Mark.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 203 of 243

EXAMINATION

BY MR. MOORE:

Q. All right, thank you. Mark Moore for the Roman Catholic Bishop of Oakland.

Um, Mr. Bardos, we really appreciate your time today. I know it's been a little bit of a marathon.

I just have two things that I want to discuss with you real quick.

A. Sure.

Q. Do you recall when Mr. Aton was discussing with you the selection of the Survivors' Trustee and the Abuse Claims Reviewer? Do you recall that?

A. Yes, I do.

Q. And do you recall looking at interrogatory responses that were the supplemental interrogatory responses?

A. I do recall looking at some responses.

Q. And it's -- I believe it was used as AB5, and you were walked through Interrogatories No. 1 and 2.

Do you recall that?

A. Yes.

Q. And 1 talks about the identity of the Survivors' Trustee and it says -- and I'll read it to you so that we don't have to waste time putting it up on the screen: "The criteria used to evaluate candidates include, without

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 204 of 243

limitation, relevant experience administering trusts or claims resolution facilities in mass form bankruptcy cases, independence from the parties, familiarity with abuse claims resolution processes, and the ability to serve as a fiduciary for the beneficiaries of the Survivors' Trust." Do you recall that?

A. I do.

Q. And you signed these interrogatory responses, correct?

A. I did.

Q. Okay. If you found a person with all of those qualities, but then it was also a person that you could reach consensus with the Committee about, is that a good thing for the debtor, in your mind?

A. Yes.

Q. And why is that?

A. What do you -- why is it a good thing to get consensus with the Committee if we have the same, uh, um -- I mean, if they meet the qualifications?

Q. Yes.

A. Yeah, because it's -- again, it -- it's a good thing we're trying to -- we're trying to, um, bargain and -- and do this stuff in good faith and -- and make sure that, if we can, um, bend over backwards to help them.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 205 of 243

Q. Okay. And about the Abuse Claims Reviewer, the criteria used to evaluate candidates include, without limitation, relevant legal or judicial experience, experience with sexual abuse claims evaluation, independence from the parties, and the ability to apply the evaluation factors and numerical scaling factors set forth in the Survivors' Trust Distribution Plan in a fair and impartial manner. Do you remember that answer?

A. I do.

Q. And same question. If you found someone that met all that criteria and was acceptable to the Committee, is that a good thing for the debtor?

A. That's a good thing for the debtor, yes.

Q. And that's because you're --

A. I'm sorry.

Q. Go ahead.

A. No, for -- for -- for the same reason. If we can make, you know, uh -- "happy" is not the right word.

If we can, um, actually show that -- that -- that we care, that we listen and that we want to, um, to meet, you know, their wishes, requests when we can, uh, it's -- it's -- it's a good thing.

MR. MOORE: All right, thank you.

I'm going to show you what I guess is going to be AB17 -- and I apologize, I'm kind of doing this on the

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 206 of 243

fly, so I'm going to do the best I can.

(Exhibit AB17 marked.)

BY MR. MOORE:

Q. Um, okay, I think I did it.

Um, okay, do you see that on your screen?

A. I do.

Q. And is this the notice of the filing of the First Amended Disclosure Statement from last week?

A. It is.

Q. Have you ever seen this document?

A. I have.

Q. Okay. And if we go down, there's an attachment that is the First Amended Disclosure Statement in Support of the Debtor's Four -- Modified Fourth Amended Plan; is that right?

A. Yes.

Q. Okay. At one point today you described pathways, I think was the word. Do you remember that?

A. I'm sorry, say that again. I couldn't hear.

Q. At one point today, you described in your testimony pathways for claimants.

Do you recall that testimony?

A. Yeah, yes.

Q. Okay.

A. That -- that's -- yes.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 207 of 243

Q. Do you see that -- okay.

I want to just spend a minute or two on this, because there was some discussion about these different terms that are in this chart. Do you see the chart?

A. I do see the chart.

MR. ATON: I'm sorry, what page is that?

MR. MOORE: I apologize. It's, um, red page 17.

Q. Can you just briefly describe what the three pathways are, for me?

A. Sure thing. Uh, pathway number one, uh, the claimant can request an immediate payment election, and we talked about having to fill out forms and it, uh -- just fill out a form by a time period, indicating that they would wish to take advantage of an immediate payment election to get $50,000 within 30 days of the effective date. I'm sorry, no, that's when they have to re -- um -- yeah.

Q. Yeah.

A. So you can accept -- you can accept an immediate payment or you can opt for immediate payment for $50,000.

If you don't opt for the immediate payment, then you go down the path where it can be two, uh -- two options. Uh, if you don't -- if you don't go for the, um, immediate payment, your -- your claims will be scored by the Abuse Claims Reviewer. And, uh, that's the, uh, 1 to

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 208 of 243

100, uh, we talked about, in terms of the scoring values. And, um, so everybody would get that.

And then you could choose to either, okay, whatever that translates to, in terms of the number of points and what's in the, um -- what's in the, uh, uh, settlement trust would -- would translate to a dollar amount, uh, based on the scoring, and then you could get that distribution. It would be from the Survivors' Trust only.

If you choose the litigation option, that means, uh, you could get -- you could potentially get something from the Survivors' Trust, um, but -- but you're really going after the non-settling insurers, to see what you could get from, uh, using the court system and -- and going after the, um, the insurance policies, uh, as, uh, as your, um, base, to get it. So they could get a re -- they could get the, um, settlement reward for that.

Q. So if I'm going to summarize those three, you have immediate payment, $50,000 cash on the barrel head --

A. Yes.

Q. -- no further recovery.

A. Yes.

Q. Then you have the distribution option, recovered only from the Survivors' Trust, no litigation?

A. Yes.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 209 of 243

Q. And -- and then the litigation option, which is a potential recovery from the Survivors' Trust, and litigation in the state court system; is that fair?

A. That's fair.

Q. Okay. And so based on this, is there any outcome where distribution option claimants can pursue litigation against the insurers?

A. Would this -- no.

Q. Okay. And so doesn't that mean that by virtue of the litigation option/distribution option decision, some claimants won't sue the insurers?

A. Yes.

Q. So that would be good for the insurers?

A. I would think.

Q. Okay. And just to -- to finish this out, does anybody get to make any decisions under the debtor plan about who gets to sue the insurers, except for the claimants?

A. Just the claimants.

Q. And is that true of every plan that's been filed in this case?

A. No, it's not.

Q. Has it been true of every debtor plan?

A. Well, uh, the -- the debtor's plan, yes, I'll say there was a competing plan that's not around anymore, and

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 210 of 243

it was different there.

MR. MOORE: Okay. All right.

I have no further questions.

MR. ATON: Okay, Attila, I just have one question, Mark, if I could do a quick redirect?

MR. MOORE: Sure. You want one of the documents?

MR. ATON: Yeah.

MR. MOORE: Or you -- you got them.

MR. ATON: Yeah, I can put them up.

FURTHER EXAMINATION

BY MR. ATON:

Q. This is really just one question, I think.

What page was it?

MR. MOORE: 17.

MR. ATON: 17.

Q. So I appreciate the summary. I guess my question is, this is discussing abuse claimants' abilities to sue insurance; is that right?

A. If -- if you look at the top, this is all abuse claimants, yes. So every one of them. It start -- the funnel starts at the top with everybody in it.

Q. Under the debtor's plan, is the Survivors' Trust able to pursue any litigation that the abuse claimant individually might not be able to pursue?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 211 of 243

A. I think the intent is for the -- the claimant to be able to bring a case on.

Q. So do you not know the answer?

A. Well, the an -- uh, I -- I guess the answer is, um, I -- I -- I don't think the Survivors' Trust will initiate claims on their own without any involvement from the claimant -- from the insure --

Q. And is that true -- sorry.

A. Yeah.

Q. Is that true for extra-contractual claims as well?

A. I -- I -- I think so.

MR. ATON: Okay, that's it for me. Thank you so much, Attila. I appreciate you.

THE WITNESS: Sure.

MR. WEISS: Um, all right, we can go off the record. Uh, before we wrap up, um, Mark -- and I think I saw Shane on -- I don't know if he's still on, uh, just flagging the --

MR. MOORE: He's not.

MR. WEISS: Okay. Well, so we sent you a stipulation about the, um, objection, uh, and then, uh, we had a comment about communications with the Committee.

So I guess we'll hopefully hear back from you soon on both of those things?

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 212 of 243

MR. MOORE: Yeah, I'll take a look at the stipulation. It's just moving your objection deadline from the 8th to the 13th, right?

MR. WEISS: Yeah, we just -- we tried to keep it as basic as possible.

MR. MOORE: Okay. I'll take a look.

MR. WEISS: I appreciate it.

MR. ATON: And then do -- I don't know if we did this through the website, but does Mark or anyone else need to request transcripts from Maureen or...

MR. MCMAHON: Yeah. I mean, I think we're going to want ours expedited.

MR. ATON: Yeah, we'll want ours expedited.

LMI ATTORNEY: The Committee wants a copy too, please.

MR. ATON: You catching this, Maureen?

MR. MOORE: I suppose we'll make it three. Debtor will take an expedited copy as well.

MR. ATON: All right.

THE REPORTER: Thank you.

MR. ATON: Okay, Maureen.

We appreciate you as well.

THE REPORTER: Thank you.

MR. ATON: Um, all right. Well, everyone enjoy the -- the rest of the day ahead of you.

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 213 of 243

Thank you, Attila.

THE WITNESS: Thank you. Thank you.

MR. WEISS: Do you -- do you need anything else from us, Maureen, before we wrap up?

THE REPORTER: I don't think so. I think I have, um -- are you going to, um, email me the, uh, uh, exhibits?

MR. WEISS: They should all be uploaded.

THE REPORTER: Yeah, yeah. I think we're good. Thank you.

MR. ATON: Thank you.

MR. WEISS: Thanks.

THE REPORTER: Okay, bye.

MR. ATON: Bye-bye.

(Proceedings adjourned.)

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 214 of 243

DECLARATION

I, ATTILA JOSEPH BARDOS, do hereby certify under penalty of perjury that I have read the foregoing transcript of my deposition taken on May 6, 2026, that I have made such corrections as appear noted on the Deposition Errata Sheet, attached hereto, signed by me; that my testimony as contained herein, as corrected, is true and correct.

Dated this _____day of _____, 2026 at_____, _____.

_____
ATTILA JOSEPH BARDOS

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 215 of 243

DEPOSITION ERRATA SHEET

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

Page No.____ Line No.____ Change:_____

Reason for Change:_____

_____ _____

ATTILA JOSEPH BARDOS DATE

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 216 of 243

C E R T I F I C A T E

I, TERRI NESTORE, Certified Shorthand Reporter/ Transcriptionist, do hereby certify that I was authorized to transcribe the foregoing recorded proceeding, and that the transcript is a true and accurate transcription, to the best of my ability, taken while listening to the provided recording.

I further certify that I am not of counsel or attorney for either or any of the parties to said proceedings, nor in any way interested in the events of this cause, and that I am not related to any of the parties thereto.

Dated this 9th day of May, 2026.

Terri Nestore

TERRI NESTORE, CSR 5614, RPR, CRR

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 217 of 243

Exhibits

Exhibit AB1 4:3 9:9
Exhibit AB2 4:6 20:9 46:12 184:11
Exhibit AB3 4:7 30:11
Exhibit AB4 4:9 40:13
Exhibit AB5 4:12 41:19 51:14
Exhibit AB6 4:15 42:23
Exhibit AB7 4:17 45:2
Exhibit AB8 4:19 58:25
Exhibit AB9 4:21 65:13
Exhibit AB10 4:22 68:6
Exhibit AB11 5:1 87:22
Exhibit AB12 5:3 88:8
Exhibit AB13 5:4 94:24
Exhibit AB14 5:7 95:12
Exhibit AB15 5:10 167:2
Exhibit AB16 5:12 167:13
Exhibit AB17 5:13 197:2

$

$50,000 158:18 198:15,20 199:19

(

(a) 105:1 106:2,10
(b) 105:2,20 106:3,11
(c) 105:5
(d) 105:8
(i) 111:20 112:2 124:12 128:23 144:20 158:17

0

004 68:15

1

1 12:21 35:22 45:9 50:15,16 53:14 56:18 68:12 73:25 75:19 87:7 101:1 194:19,22 198:25
1.1.118 22:14 31:17
1.1.14 104:6
1.1.157 23:13
1.1.39 105:23 118:8
1.1.5 99:14
1.13.9 115:22
10 28:5,9,12,15 29:17 52:15
10-minute 10:24
100 74:1 153:7 181:18, 25 182:6,7 199:1
108 20:20
11 12:1,20 28:20,22,25 29:13,17 30:3 31:11 35:2,15 115:21
1141 156:9
11:13 80:8
12 56:18 106:2 111:21 134:20
12:05 93:14
13 109:19,22 135:6,7 152:6 155:9,10
13.12.4 152:7
13.3 155:10,25 156:13 187:7,10 189:13
132 96:11,12 103:19 111:18 124:3
13th 41:6 203:3
14 135:8,10
15 36:15,18 135:8,10 167:25
150 20:20 59:2
15th 42:13 47:8,20,22 48:23 49:11,14,22 57:6 60:10 66:8 75:11,17
16 168:2
17 115:10 198:7 201:15,16
17th 30:10 39:16
18 35:21 115:13 147:24
1874-3 169:10
19 35:19
1:25 68:19
1:25.26 65:24

2

2 12:20 13:5 31:11 32:14 43:4 46:7,8 61:12 74:16,18,23 87:6 95:19 96:2,11,13 100:12 101:2 103:16,17 124:3 194:19
20 137:2
20-some-odd 136:19
2025 30:10 39:16
2026 6:1 20:14 21:1 26:4,21 41:6 42:13 46:14 49:11,14 60:4 66:8 69:1 71:15
22 187:17
23 124:11 169:12
24 124:11 169:14
24.7 170:8
24th 60:4
25 33:25 169:14
25th 60:24 63:5,8,12, 15 66:16 67:22 68:19 79:24 80:5,22,24 88:3, 12 89:1,21
26 156:1 168:10,11 169:18
26.3 170:11
2654-2 95:24
27 168:10 169:18
27th 14:8 20:14 21:1 26:4,16,21 45:21,23 46:16 47:21
28 168:10 169:18
28th 69:1,9,24 70:7,15 72:1
29th 44:1 45:24 46:14, 17,22 47:17,22 48:10, 17,18 67:20 71:15 76:7 77:13 89:8,21 90:2,13 91:25
2:00 70:2

3

3 14:12
3.1 158:14,15
30 69:22 93:14,23 198:15
30(b)(6) 9:4 30:8 32:11 36:10 98:10 107:24 108:23 109:1 110:10,20
300 153:6,7
306 96:11 103:19
30th 90:24 91:25
345 56:6
37 111:18
3:05 93:14

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 218 of 243

4

4 15:6 17:11,13 65:24 124:6 161:18
4.2 161:16
4.4 115:22
4/25/2026 65:24
45 111:18

5

5 15:25 16:8 17:3,4,9 52:7 82:19 83:10 86:11 124:6 137:21 139:20 140:3,18 141:18,21
5,000 157:2
5.14 124:4,5 127:4
5.2.2 111:23 116:24 118:18 122:3,17
50,000 157:3,5

6

6 6:1 16:15,23 17:5,9 51:25 53:16 76:13,14 138:24 140:4,23 141:19 158:7
6th 45:14 46:23 77:12

7

7 18:25 19:7 74:16,17 119:25 153:21 171:1 176:5
70s 173:8

8

8 74:17 78:10 169:10
8.1 132:3 144:4
8.1.3 132:16,17 133:24 143:23 144:5
8.3 143:21
8.3.1 144:10 145:20
8.3.12 134:18
8.6 174:21
89 187:25
8th 203:3

9

9 19:14,21 25:13,18 27:14,18 87:7 95:19 106:23 152:15 155:8
9.3 147:21 148:21 149:20,25 150:1,2,6
9.3.8 184:16,21,25
9.7 156:15
9.8 180:3
9.8.4 106:23 180:4 181:2
9.8.4.2 180:6,18
9.8.4.7 181:17
91 30:20
96 30:20
9:34 69:2

A

a.m. 69:2 80:8
AB 158:6 174:13
AB1 9:9 11:16 25:11
AB10 68:3,6
AB11 87:21,22 88:1 89:4
AB12 88:8
AB13 94:20,24
AB14 95:8,12 103:17
AB15 166:25 167:2,5
AB16 167:11,13 169:17,20
AB17 196:25 197:2
AB2 20:9 46:12 118:6 152:5 174:13,14 184:11,12
AB3 30:8,11 39:15
AB4 40:12,13
AB5 41:18,19 49:3 50:15 51:4,14 53:9 74:14 87:4 137:20 194:18
AB6 42:22,23 76:15
AB7 44:25 45:2
AB8 58:24,25 78:11
AB9 65:11,13
ABI 9:7
ABI-2 20:7
abilities 201:18
ability 8:25 120:24 130:9,11 195:4 196:5
absolutely 51:12 188:17
abuse 14:14 18:15,20 35:4,18,22 43:10 47:3 56:21 57:5 60:15 61:6 73:12,13,17,18 74:2,3, 8,25 75:2,8,22 76:6,18, 25 77:5,7,16,19 78:16 80:1,11,18 81:23 82:3, 18,19 84:16 85:6,8 86:11 87:9 88:20 89:11 91:8,21 92:24 93:4 95:7 97:15,24 98:18 99:14, 18 103:20,21 106:10, 12,19,22 107:7,9,10,14 111:25 112:12 115:5,14 116:3,8,16,17 117:3,4, 16,20,22 118:14,16 120:1,6,20,25 121:7,8, 9,13 122:18 123:3 124:13,17,20 125:1,7, 14,16 126:8 127:3,9 128:15,24 132:12,21 136:4,16,21 137:23 138:1 139:3 140:18 141:22 143:3 144:20,24 145:1,11,22 148:2,4,18, 23 149:11,12,17,18 152:20 153:10,15,20 155:1 156:10 159:4 160:11,19 161:24 162:14 163:21,23 164:3,8,19 165:23 170:15 172:24 173:3 175:2,4,5,9 176:6 186:3 189:13 194:11 195:4 196:1,4 198:25 201:18, 20,24
accept 27:13 71:1 198:19
acceptable 196:11
access 148:7
accordance 117:5, 17,22
account 132:8 164:23 165:10
accurate 100:7 184:1
accurately 116:22 141:5 145:19
acknowledge 102:15
acknowledged 41:15
acknowledging 32:25
act 182:16
acting 125:15
action 10:2 86:5 139:2,5 141:21
actual 169:12,18 170:8
add 111:10
added 99:24,25 107:4 113:3,11 118:10
adding 113:22 116:5
addition 16:11 152:22 153:16
additional 61:20 116:25 124:6 162:18 163:6,12,18 165:24 166:1
address 69:11
addressing 12:16
adequately 143:24

adhere 191:10
adhered 176:12
adjourned 204:15
administer 23:17
administering 195:1
administrative 56:3
administrator 56:8
administrators 144:24
admit 166:20
advance 68:4
advantage 198:14
advice 71:3,5 79:20 94:17
advise 83:5
Advisory 16:25
affect 8:25 170:15
affirmatively 160:21
afield 82:17 109:23
afternoon 183:16,17 184:6
aggregate 124:13
agree 11:19,20 12:17 45:15,16 46:18 50:24, 25 60:25 66:21 90:8,21, 22 99:19,23 101:19 106:11 122:8 127:10
agreement 23:18 24:4,5,6 43:16 47:1 158:10 159:12 165:21 166:11 182:5
ahead 9:3 18:9 21:14 24:11 52:12 62:24 64:11 86:20 111:16 126:15 134:18 160:6 163:7,8 175:13 192:3 196:16 203:25
Alan 61:4,8 65:19 69:1,19 70:1 71:18
alleged 149:12
allocating 162:15
allocation 73:21 165:11
allowed 33:18 36:13 104:8,15,16,21,24 105:8,13 107:2,5,8,10, 14 111:8 112:23 149:17,18
allowing 14:13 32:22 130:7 153:15
alter 145:7
altering 144:18 146:23
Alvarez 168:16
ambiguity 141:16
ambiguous 97:16 141:8
amenable 13:2 66:13 67:9 69:6
amend 77:15
amended 8:5 13:14, 23 14:7 16:9,24 17:15 19:8 20:1,8,13 25:17 26:3,21 30:10 31:1,3,4, 24 32:1,5,23,24 33:2,5 34:1,6,14,25 35:1,9,13 36:3,22 37:3,8,10,13, 17,19,21,23 38:3,7,8,9, 10,17,22 39:1,16,24 40:9 43:2 45:18 66:7 95:9,20,21,23,25 96:4, 5,14,15 97:6,10,13,21 98:14,17,19,21,23 99:17 100:6,13,15,18, 21,23 101:4,9,11,20 102:9,17,19,22 103:11, 12 112:10 114:6,19 118:1,5,9 152:6 166:25 167:1 168:1,19,20 174:19 184:11 197:8, 13,14
amendment 14:8 77:4
amount 31:15 93:20 112:3 113:24 124:14,15 126:7 170:17 181:7,8 199:7
amounts 112:22 186:2
analysis 168:15
and/or 72:2 74:24 75:1,2 137:22 138:25
anomaly 164:2
answers 139:13
anticipate 173:22
anticipates 77:2
anticipating 167:3
anymore 200:25
apologize 17:25 63:17 68:3 196:25 198:7
app 13:1
appeared 79:2
appears 135:13
appendices 22:19 23:8
applicable 105:2 106:5 112:6 124:16 132:20,22 148:5 153:20
apply 106:9 149:4 196:5
appointed 91:21
appointment 56:13
approval 89:16
approved 71:20 89:11
April 41:6 42:13 45:14 46:23 47:8,20,22 48:10, 17,18,23 49:11,14,22 57:6 60:4,10,24 63:5, 12,15 66:16 67:20,22 68:19 69:1,9,24 70:7 71:15 75:11,17 76:7 77:13 79:24 80:22,24 88:3,12 89:1,8,21 90:2, 13,24 91:25
areas 99:2
arguments 108:20
arising 106:20 118:14 120:2,15 139:2
art 128:18
Article 147:12
Articles 115:22
asks 50:19 69:21 70:19 74:23 90:6 109:9, 19 110:22
assert 106:18 118:13 120:1,5
asserted 106:12 115:21 173:10
asserting 14:13 186:1
assess 38:13
asset 130:17,18
assets 115:7
assigned 19:1 112:24 145:25 147:23 154:11,12
assignment 18:25 32:21 33:11 35:4,18,21 129:15,19,24 130:3,4 132:3,18 133:6 169:5 170:4,25 171:2,3,6,9,21
assume 8:19 81:20 85:22
assuming 64:24,25 74:11 171:5
assumption 63:25 132:24 133:11 134:11
Aton 6:2,7,22 9:3,10, 24 10:1,3,6,16,22 11:1 12:13,17 13:2 18:14 20:3,10 21:18 24:15 26:9,19 27:9,21 28:4 30:1,5,12 31:3,7,10 32:14,20 33:19 34:9,21, 24 36:5 37:2,5 38:5,25 39:4,6,8,10 40:4,11,14 41:11,14,17,20 42:21, 24 44:8,21 45:3 46:8 47:16 52:22 53:4,7 58:2,20 59:1,16 63:2,24 64:6,20 65:8,14 67:2,16 68:2,7 69:16 70:24 72:21 73:7 76:14 78:11 80:10,13 82:19 83:1,8, 13,18,20,22,24 84:4,9, 11,14 85:12 86:14 87:2, 19,23 88:6,9 93:7,10, 13,18,25 94:2,4,10,14, 17,25 95:5,13 97:18

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 220 of 243

99:8 100:9 101:3,7,22, 25 102:4,10,23 103:3, 18 104:5,18 105:19 107:19 108:1,6,14,25 109:6,12,17,24 110:7, 12 111:1,3,15 112:21 113:8 114:4,13 116:14 117:24 119:3 121:6 122:1,16,21 127:14 128:6,12 131:5,11 133:18 135:7 136:13 137:3,15 138:18 139:24 140:11 141:3 142:4,9, 16,21,25 145:16 146:6 148:13,20 149:22 150:14,20,24 151:2,5, 10,12,14 153:2 154:17 158:4,8 160:9 163:2,5, 11 166:24 167:3,7,10, 15 168:3,8,17 169:3 170:24 171:10,18 173:13 174:14,17 175:16 176:22 177:3, 12,24 178:1,9,20,22 179:1,6,11,17,22,25 180:2 182:2,11,14,19, 21,23 183:2,6,9 193:12, 14,17,20,23,25 194:10 198:6 201:4,7,9,12,16 202:13 203:8,13,16,19, 21,24 204:11,14

attached 43:5 61:14

attachment 11:25 197:12

attempt 104:2

attention 178:10

attest 78:21

Attila 6:17 7:11 9:7,11 11:2,6,19 12:18 21:6 39:11 40:16 41:24 51:17 53:8 59:14 62:22 65:17 71:4 73:8 74:18 76:16 82:23 84:15 86:20 88:4 94:4 95:1,14 100:17 101:10 104:12 108:4 110:17,20 111:4, 17,20 121:10 131:5 133:19 135:9 137:4 143:1 146:8 151:15 154:18 163:7 169:6,11 180:7 183:2,16 184:10 192:3,24 201:4 202:14 204:1

Attila's 191:16

attorney 19:9,12 55:17 62:10,12 72:20, 25 109:14 190:15 203:14

attorney's 40:24 42:6

attorney-client 73:5

attorneys 15:2 16:10 29:4 50:12 55:13 72:24 75:20,24 79:19 190:18

attributes 73:2

authenticate 12:18 183:24

authenticating 183:23,25

authentication 12:5

authority 17:21 90:7

automatically 164:6

availability 118:21

avenues 157:15

average 165:6

avoid 8:11

avoidance 58:15 106:8 116:25 124:12 156:1,7 158:21

aware 36:2 40:7 50:13 61:19,23 62:8 64:4,6,7, 14 70:16 76:1 81:7,9 88:25 92:21,25 98:12 125:2 136:3,6,8 161:9 164:4 168:8 189:11 190:10,20 191:18 193:14,17

B

back 10:19 11:1,15 17:10 18:23 25:11 42:21 52:15,20,23 69:19 74:10,14 78:6 80:14 83:2 87:4 89:4 93:14,23 98:6,16 100:9 102:20,24 103:8,15 107:2 118:6 122:2 124:1 136:14,19 137:17,18 140:4 142:22 143:20 147:5 151:4,5, 12 155:8 157:11 162:3 167:7 172:18 173:17 174:4 182:25 202:24

background 9:11 63:20 78:16 137:3

backwards 195:24

bad 190:22 191:5,12, 19,24 192:2

bankruptcies 81:5

bankruptcy 66:2 68:22 81:2,4,8,15,19,23 85:6 88:17 89:12 104:7 105:4,5,9,17 106:5,20 107:11 113:19 116:13 118:15 120:2,15 121:23 136:20 155:11 195:2

bankruptcy-type 56:9

bar 105:2,22 107:8,15

Bardos 6:17,23 7:11 9:7 10:18 21:6 31:15 34:2 85:10,13 108:12, 21 110:4 194:5

Bardos' 142:19

bargain 195:22

bargaining 191:8

barred 127:4 186:1

barrel 199:19

base 199:16

based 35:25 60:5 66:18 71:2,5 74:1,5 78:24 97:12 103:13 105:11 107:13 112:4 115:20 118:17 123:5 125:13,16,20 142:9 143:1 153:19 157:21 161:12 165:13 185:13, 25 186:21 191:1 199:7 200:5

basic 203:5

basically 69:19 192:11

basing 78:22

basis 73:4 100:4 164:21,22

Bates 65:16 68:11,14 88:10 89:5

bathroom 39:5

bearings 94:18

beg 188:18

began 49:16

begin 130:5 183:20

beginning 59:18 66:8 89:4 98:7 99:14 102:13 104:23 147:24 155:25 183:21 188:18

begins 68:9 87:24

begun 49:16

behalf 21:5,9 29:14 39:19,22 40:1 66:1 68:20 88:15 108:7 125:16 126:8 172:10

believe- 18:6

bell 76:4

belt 179:13

bench 192:7

bend 195:24

beneficiaries 195:5

benefit 130:10 131:18 189:3

benefited 164:20

benefits 130:12 144:25 145:25

big 112:24 120:25 130:2 184:18 193:16

bill 172:15,16,21

binding 177:16

bishop 6:10 7:16 10:11 11:18 21:20 40:18,20 41:21,23 49:4, 6 66:1 68:21 71:20 72:2,18 88:16 89:11 94:23 194:4

bit 29:16 43:17 63:20 141:1 155:16 165:4

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 221 of 243

194:6
blank 54:19,22
blood 94:6
blue 99:24,25 103:4 106:17 107:3,4,22 111:6 113:3 115:10 116:25 117:14 132:23 151:24
blurb 76:21
body 60:12
bold 129:5
bones 104:16
bot 59:23
bottom 51:18,20 59:18,22,23 65:16 68:8, 10 87:24 88:10 141:2 149:6 167:21 169:8
boy 94:11
brave 165:2
break 10:23,24 39:5 87:5 93:8,14 119:23
breaks 173:25
Brent 59:3,24 60:13, 19 61:11,12 78:13 79:23,24 89:13 90:19, 20
Brent's 90:6
Brian 6:7,24 11:4 12:11 30:24 32:16 36:19 41:8 44:10 69:15 78:10 80:8 82:15 101:23 167:25 178:15 181:9 183:5 184:7 187:7 189:25 193:10
briefly 86:22 174:24 198:8
bring 86:6 164:25 172:5 190:3 202:2
bringing 86:23 172:17
broad 29:16
broader 84:24 85:2 116:3
broker 172:11
brought 32:10
bucket 123:9
Buckley 78:17,20,24 80:2,16,18,22 81:7 86:14 88:3,19,22 89:9, 22,25 90:2,3,13,14,24 91:5,8 92:1
Buckley's 78:15 81:1 89:1 92:7
building 32:6 93:12
built 97:21
bullet 61:6
bus 152:1
button 30:9
bye 204:13
Bye-bye 204:14

C

calendar 71:9,12
California 9:17 66:3 68:22 88:18
call 9:7 11:2,4 55:7 69:13 72:1 89:9 111:19 120:19 131:17,24
called 20:7 23:4 25:23 26:20 174:21 186:9
calling 25:23 102:8
calls 104:11 105:14 107:16 114:1,9 138:13 189:17 192:2
candidacy 89:14 90:7 92:7
candidate 55:7 77:3, 25
candidates 48:17 50:1,9,12 55:22 61:21 62:3 75:7 77:1,9 92:23 194:25 196:2
candidly 37:14
capable 108:24
capacity 66:10 88:23 107:24 108:4,7 117:11
capital 134:22
capped 153:7
capture 161:13
captured 163:23 164:6
captures 119:19 141:5
care 173:18 196:20
careful 116:1 125:6
carried 102:7
carriers 121:22
case 38:13 66:2,4 67:4 68:22 81:14,23 83:17 85:6,11,24 86:13 88:17, 19 89:12,18 109:22 113:19,20 115:21 129:9 166:6 189:25 190:6 191:18,20,24 192:8 200:21 202:2
case-by-case 166:4
cases 81:2,8,10,19 86:16 195:3
cash 147:23,24 148:16,22 150:6,12 172:5 199:19
catchall 162:20 163:19
catching 203:16
category 116:3 172:5,7
Catholic 6:9 7:16 10:11 11:18 40:18,20 41:21,23 49:4,6 66:1 68:20 88:16 94:23 194:4
CCCEB 22:20
cell 90:11
cemeteries 172:13
cert 66:25 86:5
cetera 74:2
chancellor 72:18
change 99:20 103:21 111:13 124:19,25 125:7
changed 38:14 99:3 115:14
changing 91:20 144:19
channels 157:17
chaotic 74:22
Chapter 109:19,22 115:21
characteristics 74:5
characterization 34:10 50:24 145:12
charge 174:3
chart 168:21 198:4,5
check's 59:14
chief 7:23
choose 60:15 121:24 123:3 125:23 130:8,14 146:20 199:3,10
chooses 121:18
Choosing 121:20
chose 111:10 121:18
chosen 54:13 99:19 103:23
Chuck 168:15
circumstances 89:15
citation 129:9,11
cited 31:17
claim 74:6 104:8,25 105:1,2,3,5,7,8 106:1, 12,19,22 107:8,9,10,14 112:12 115:14,19 116:16,17,19,20 117:3, 20 118:14,17 120:25 121:13,14 124:17 125:4,16 137:7,8,24 138:1 139:3 140:18,19 141:10,22,23 143:3,4, 17 149:12 151:24 152:1 153:20 154:22,25 155:1 156:10 158:22 159:16 161:7 165:7 180:6,9,18 181:14,20 186:1 189:13,15 190:23 191:6,12

claimant 73:23 121:18 123:17 124:13, 20 125:1,7,14,20 126:9 127:3,9,10 128:24 132:2 139:3 154:5 155:1 158:21,23 162:9, 19 164:14,15,16,24 181:6,18 186:3 198:11 201:24 202:1,7

claimants 75:2 119:14 120:20 123:2 126:25 128:15 152:20 157:9 160:19 164:20 165:6 175:21,25 181:11 197:21 200:6,11,18,19 201:21

claimants' 201:18

claims 14:14 18:15, 20 19:15 25:14 33:11 35:4,18,22 43:10 47:3 56:7,22 57:5 60:16 61:6 73:12,14,17,18,19,21 74:3,8,25 75:8,22 76:6, 18,25 77:5,8,16,19 78:16 80:1,11,18 81:4, 24 82:4,5,18,19 84:16 85:8 86:11 87:9 88:20 89:12 91:8,21 92:24 93:4 95:7,22 99:14,18 103:20,22 105:2,22,23, 25 106:9,11 111:25 112:23 115:5 116:2,3,6, 8 117:4,16,22 118:7 119:7 120:1,6,20 121:4, 7,8,9,10 122:18 123:4, 6,21 124:7 125:21 126:12 132:23 134:22 135:3,6,7,8,10,21 136:1,3,8,16 137:4,11, 18 144:24 148:2,3 149:12,15,17,18 153:5, 10,15 154:11,12,13,23 155:21,22 158:24 159:5,9,13 160:11 161:18,24,25 162:15 165:23 172:25 173:9 175:4 191:19,25 192:3 194:12 195:2,4 196:1,4 198:24,25 202:6,10

clarification 8:18 97:1 131:23 133:21,22 151:21

Clarifies 140:16

clarify 13:22 17:10 19:11 22:10,23 27:17 79:13 85:13,22 110:19 122:12,17 133:23 137:5 143:12 154:2 176:2 182:7 185:16 188:20 189:23

clarifying 77:11

clarity 8:22

Class 124:6

clause 106:14,17

clean 150:15

clear 7:3 8:14 10:17 25:19 26:23 31:7 44:11 47:13 63:17 64:13 146:13 147:1 149:7 169:20

clergy 164:19

click 20:8

close 174:20

Coast 80:9

Code 105:4,17 106:20 118:15 120:2,15

collecting 172:16,17

collections 172:9

color 9:15

column 60:1,20 168:5,22

comment 10:12 161:4 202:23

comments 167:3

commit 89:13 90:7

Committee 17:1 48:2 56:21 57:4,10 58:5,12 60:15 61:3,22, 25 62:7,19 66:3 67:3 69:6 77:2 78:2 79:25 80:16 87:9,10 88:3,18 89:14,16 90:8 91:1,4,19 92:1,6,17,23 99:19 103:23 104:3 165:12,14 195:13,18 196:11 202:23 203:14

Committee's 60:13

common 87:1 92:18 104:2

communications 13:8 15:10 19:2 62:24 70:20 92:21 170:25 202:23

companies 172:21

company 191:7

comparable 55:25 56:10

compare 166:22

compared 37:17

comparing 35:12 100:5 170:22

comparisons 101:14

competent 112:5 113:17 124:16 156:11

competing 200:25

complaint 125:19

complex 139:22,23, 25 140:14 141:7

component 130:9

compound 148:19

comprehensive 18:4,11,22 163:15

concept 154:19

concern 92:11

concerns 89:10

conclusion 104:11 105:15 107:17 114:1,10 138:13 146:4 156:10 189:17 192:2

condition 8:25

conditions 144:20

conferences 192:9

confers 108:19

confirm 71:20,22 107:21 108:12 109:5 116:1 147:16 190:7

confirmation 8:4 13:7 14:15 22:21 44:25 46:20 66:8 71:23 97:20, 25 138:22 144:15 145:6 158:17

confirmed 138:20

confirming 150:10

conflicting 145:23

confused 38:19 151:20 162:6

confusing 8:16 27:22 141:8

confusion 140:17

Connect 13:1

connection 40:8 43:1 66:5 67:5 88:20

consensus 92:18 195:13,18

consent 69:6

considerable 31:14

consideration 164:23

considered 15:8 50:20,21 63:12,14 64:19,22 74:24 82:21, 22 86:17 88:22

consistent 58:16 189:5

construed 149:11

contact 61:13 66:5 67:5 80:5 88:19,25

contained 42:17

contemplate 120:24

contemplated 129:15

contemplates 56:13

contemplating 162:22

content 72:14

context 104:7 155:11 190:23

contexts 125:8

contingent 105:6

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 223 of 243

contracted 172:22
contributed 164:24
contribution 132:9 147:25 148:17,22 149:10 150:6,7 186:18
contributions 147:23 149:10 185:18
controversial 38:15
conversation 27:23 36:25 72:4,6,8, 11,12,15
conversations 72:4
convinced 170:20
convoluted 141:10
cooperate 175:2
cooperation 104:3 134:24 174:21 175:7, 15,22
cooperatively 92:17
coordinate 69:21
copy 203:14,18
corporate 142:20
corporation 6:8 66:2 68:21 88:16
correct 11:22,23 12:2,3 14:16,17 16:3,4, 18,19 19:3,4,16 21:3 23:22 25:7,9,16,18 28:9,10,23,24 31:1 48:23 49:12,13,23 55:8, 9 57:15 59:10 60:7 61:17,18 62:20 64:24 71:6 75:11 88:4 91:9, 10,13,14,15 98:10 109:2 115:8 120:4 127:18 136:17,18,23,24 190:8 192:17 193:3 195:9
correctly 47:25 50:2 57:14 60:16 66:10 71:24 75:4 89:19 98:20 117:7,15 143:6 157:11 181:22
costing 173:16
counsel 15:4,22 27:15 71:3,5 72:4,6,7 75:2 79:20,25 94:17 127:16
counts 149:2
couple 27:3 122:14 163:3 172:12
court 6:3 8:9 32:15 39:3 105:5,9 106:6 107:11 112:5 113:17,20 115:19 116:12,13 121:22 124:16 130:12, 13 131:8 156:11 185:22 188:23 199:14 200:3
coverage 144:25 148:7
covered 132:15 137:17 149:12,13
crashing 94:6
create 73:19 125:6
created 22:22 176:8
creating 137:3
creation 21:23 40:3
credentials 64:8
Creditors 66:4 67:4 77:2 78:2 88:18 92:6,17 104:3
criteria 15:7 50:22 57:22,24 64:23 65:1,7 74:1 75:3 82:20 117:18 161:19,24 162:2,3,4,5, 10 165:13 194:25 196:2,11
crossed 78:2
curious 110:18
current 35:25 55:7 100:19 101:16 102:12 168:4,22 173:7
cut 46:9 126:17
CVS 93:3,5

D

damages 127:5 152:21 153:14,16 154:3,13 155:2
Dangerous 94:16
Daniel 90:3,13,14
date 41:4 42:11 46:10, 13 47:7 49:11 54:11 60:3,8 65:22 76:22,23 104:17 105:2,22 106:2, 3 107:8,15 117:3,9,21 118:1,19 168:6,8 176:24 177:5,8,13 179:10 198:16
dated 20:24 26:4,16, 21 30:10 45:22 46:16 75:11
dates 46:21
dawned 25:24
day 43:24 47:8,17,20 60:25 69:9 203:25
days 27:3 67:22 198:15
deadline 48:10 67:19,23 105:23 106:1, 9 118:7 160:15,21 203:2
deadline' 105:25
debt 120:23
debtor 7:13,15,17,22 19:12 21:5,9,13 28:18 29:9,14 31:12,25 32:24 33:9,10 35:11,16 36:14 39:16,20,22 40:2,7,18 41:21 46:18 47:10,22 48:16,21 49:3,16,22,25 50:12,20 53:22 54:1 55:12,16,20,24 56:20 57:3,11,13,16,23 58:3, 23 61:4,19 62:8 63:4,7, 12,14 65:2,12 66:2,17 67:23 68:5,21 70:14 71:9 72:3,5 73:2 74:23 75:1,25 76:5,24,25 77:4,14,22,24 78:19,23 79:17,19 80:21 86:17 87:8,11,13,17,21 88:7, 17 89:5,24 91:11,19,25 92:13,22 93:2 97:14 98:12 102:15 103:21 106:4,5 108:1,7,8,16 109:1,19,25 110:1,14, 15,21,23 111:10 113:3 115:13 116:1 117:2 118:8 124:19,25 125:6 128:8,18,23 130:24 131:17,19 132:12,25 133:1,12 134:7,8,13 136:4,8,15,22 137:8,12 138:10 139:11,19 144:22,23 145:10,21,22 146:19 148:2,24 149:2, 9,14 150:6 154:11 155:14 156:12 162:21 167:12 170:1,16 174:25 176:15,18,20 177:1,8, 15,17 178:25 179:9,10, 13 186:8,24 187:3 195:14 196:12,13 200:16,23 203:18
debtor's 8:4 11:21 14:14 15:3,21 20:1,7,13 26:3,20 27:15 30:9 32:20 33:9,24,25 35:20, 22,23,24 36:14,22 43:1 47:5 53:11 55:13,17 56:12,25 57:23 58:5 62:18 66:6 71:21 73:14 74:7 75:20,24 81:15 91:18 94:21 95:9,23,25 96:4,14,15 98:14 99:1 100:15 110:13 112:9 113:9 114:5,17 118:20 120:23 121:13 122:11 123:20 126:5 127:18 137:1,25 142:20 143:2 145:22 147:24 148:16, 21 154:2,8,9,10 165:25 167:1 168:1 169:4 174:18 177:7 184:11 187:4 197:14 200:24 201:23
debtors 38:6
decision 60:13 90:16,17,21 166:5 200:10
decisions 110:14, 15,16 200:16
decline 71:2,5

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 224 of 243

decrease 145:8
decreasing 144:19
deductible 148:6,25 149:3
deductibles 134:25
deductions 134:24
deem 107:7,9,14
default 29:24
defend 106:11 115:18
defendants 164:14
defended 137:7
defense 112:4 175:4, 8
defenses 106:19 118:14 120:1,6 134:22, 23 135:1,14,15,16 136:2
deficiency 142:1
define 156:25
defined 33:25 34:25 35:19 79:2 97:2 106:23 121:24 128:19,20 134:5 190:14 191:2,19
defines 143:9
definition 17:16 22:16 23:2,5,9,13,20, 21,25 31:16 99:14 104:21 107:5 111:8 112:17 118:6 123:23 190:3 191:3
definitions 11:25 22:4 97:2 115:3
delay 191:11
delegated 185:11
deny 191:11
dependent 188:21
depending 93:21
depose 165:3
deposition 7:13 8:4 9:13,14 10:10 11:17 12:16 32:11 35:7 36:9 38:20 59:10 98:10,13 101:13 103:1 164:18 170:21 183:22
depositions 7:7
describe 38:6 82:13 85:19 110:1 129:17 131:3 133:8 148:14,15 198:8
describing 31:12 97:17 133:5 177:7
description 17:16 79:1
designate 95:8
designated 10:10 11:18,21 12:1,2 13:9 14:16 15:11 16:3,17 19:2,15 28:8,22
designed 126:11 138:19
detail 65:6
detailed 14:23 159:19,20 163:24
determinants 73:22
determination 112:13 114:22 122:4 123:19
determinations 112:2,11 113:24 115:5
determine 133:14 134:1
determined 112:6 123:5
determining 114:11
diagram 157:11
dials 94:15
difference 141:20 142:17 171:14
differences 32:7 33:4 37:11
differently 25:25 36:24 71:8
difficult 33:23
dig 85:2 165:19
digging 34:12 74:13
diocesan 81:2,5,8, 18,22 85:6 86:16
Diocese 7:24 21:25 172:22 187:2
Diocese's 31:25
dip 152:25
dipping 155:7 188:25
dire 61:4
direct 30:25 31:2 172:2
directed 37:20
directly 142:4
disagree 34:9 50:19 59:13
disallowed 104:9 107:10
disburse 157:20
disbursement 112:19 116:7 157:20 172:19
discharge 149:11 155:12,14,20 156:8 189:14,17
disclose 72:14
disclosing 72:10
disclosure 14:1,8 19:22 34:3 43:9 95:10, 20 166:25 168:1,20 169:24 197:8,13
discovery 58:23 142:1 170:2
discretionary 166:4
discuss 12:7 29:21 194:7
discussed 12:14,17 183:21
discussing 37:21 73:1 122:4 194:10 201:18
discussion 66:14 67:10,13 72:2 128:2 198:3
discussions 61:24 63:22,23 168:18 185:8
dispute 61:3
disputed 105:7
distinct 81:23 116:2
distinction 84:16 116:10 146:9
distinction's 119:7
distinctions 119:21
distinguish 130:21
distinguishes 128:14
distinguishing 130:24 131:21
distribute 24:25 115:1 172:18
distributed 24:22 186:3
distributing 130:6
distribution 23:19 24:16,20 25:2 43:17 47:1 56:2 107:6 113:23 121:24 122:6 123:3,4 125:20 152:22 153:16 157:16 158:13 165:22 166:10 196:7 199:8,23 200:6
distributions 112:4,11 113:4,13 185:19
District 66:3 68:22 88:17
doc 34:10 168:3
Docket 95:24 169:10
docs 152:2
document 10:14 11:10 18:11 20:24 24:23 25:4 26:20 33:15 34:8,18 39:17 40:12,15 41:18,24 43:2 44:2,5 45:4 51:3 52:5 57:7 60:5 71:15 74:19 76:8 95:3,17 99:7 159:23 161:15,23 167:11 168:3,11 169:17,20 170:22 171:7 197:10

documents 11:7,9 13:5,7,15,21,24 14:15, 22 15:10,18,19 16:12 17:12,13,19 18:3,19 19:1,14,23,24 22:5,6,7, 20,21,24 23:3,4,5,16,21 24:1 25:7,9,14,21,23 26:1,5,6,10,14 27:6,8, 17 28:3,13 29:3,5,6 31:15,17 34:3,11,24 35:17 36:20 43:19 44:15 46:25 74:11 79:2, 6 94:22 103:23 107:18 114:6,22 117:5,17,23 144:15,16 145:6 149:17 166:15 169:1 170:25 171:2 175:22 201:6
Documents' 22:18
dollar 112:3 113:24 199:6
dot 31:18
dotted 78:1
double 152:25 155:7 188:24,25
doubling 181:19
doubt 58:15 106:9 116:25 124:12 156:1,7 158:21
downside 76:11
drafted 31:13 38:24
drafting 184:25
draw 171:7
drawing 54:19,22
drew 83:24
drill 158:14
drinks 183:5
driving 111:14
duly 6:18
duplication 153:19
duplicative 152:7 153:25 154:5,20,23 155:6
duration 74:2 191:23

E

earlier 21:2 43:17 71:19 80:15 94:19 102:17 112:12 118:7 127:16
early 69:13
ease 44:24
easier 91:17 103:4 105:21 124:2,5 158:12 166:18
easiest 51:21
Eastern 93:14
echo 55:4
echoing 55:3
economies 172:10
effect 46:19 110:15 144:18 170:24 171:3 177:6
effective 106:3 117:3,9,21,25 118:19 156:9 176:24 177:5,8, 13 179:10 189:14 198:15
effectively 157:16
effectiveness 132:17
effort 165:8
efforts 61:20
elaborate 58:10
elect 120:20 156:16 159:5 180:4
election 106:21 118:16 126:10 143:15 160:21,22 198:11,15
elects 106:13 139:4 189:13
element 105:12
eligible 157:13
email 58:22 59:2,24 60:12 62:9 65:8,11,19 68:18 69:11 71:14 78:7, 12,14 79:21,23 80:17 87:20 88:2,6,11,14 90:14,25 184:4 204:6
emailed 89:8 184:1
emails 68:10 183:21
end 40:23 165:17 169:9 178:17 187:13, 20,25
ended 91:4
endlessly 22:3
ends 75:20
engagement 185:23
enhancement 180:6,10,18 181:14,19 182:6,7
enhancements 181:3,5,10,13
enjoy 203:24
ensure 176:11
entered 22:22 46:23
entire 33:5
entirety 25:2
entities 172:23 186:1,6 187:1
entitled 115:18 160:23 165:13 181:14
entity 186:24 191:7
entrusted 86:5
equitable 115:1,3 123:12 189:5
escaped 114:16
escrow 132:8
essence 67:18
essentially 91:20 170:14 177:5 181:19
establish 23:16 122:10
established 49:9 88:2 110:16 121:8 147:16
estate 144:22 145:10, 21 186:9,19 187:4 189:3
evaluate 50:23 75:3 82:5 161:25 194:25 196:2
evaluating 75:7 77:1
evaluation 158:24 159:10 161:18,19 162:7,8,11 196:4,6
events 153:19
evidenced 105:1
evolved 35:5
ex-belt 134:12
exact 96:10 147:6
examination 6:21 10:10 11:17 183:14 194:1 201:11
examined 6:19
exchange 58:22 59:2,19 62:9 69:25 90:11 129:8 189:25 190:7
exchanges 90:23
excluding 72:3
excuse 33:20,22 61:4 103:11 116:8 156:7,9 165:22 184:13
executed 22:22 42:11 49:11
exhibit 9:9,18 20:9 30:11 32:9 36:8,9,14 40:13 41:19 42:23 43:9, 11,13,18 45:2 46:12 51:14,16 58:25 65:13 68:6 76:15 87:22 88:8 94:24 95:12 96:2,11,13 100:12 101:1,2 103:16, 17 124:3 158:10,11 167:2,13 184:11 197:2
exhibits 22:19 43:4 204:7
exist 101:12 133:10 176:9
existed 62:17
existing 192:2

exists 132:19 175:8
exorbitant 93:20
expand 145:8
expanding 144:19
expects 170:17
expedited 203:12, 13,18
Expenses 170:10
experience 56:1,3, 10 78:25 79:5 81:4 104:12 191:1 192:5,7 195:1 196:3,4
experienced 54:22
expert 168:14,15
expert-related 168:18
expertise 190:21
explain 91:24 122:24 171:11,14 190:16
explained 143:24
explains 33:9
exposure 148:1
express 89:16
expressly 134:21
extensive 81:3
extensively 174:19
extent 31:11 36:11 49:19 62:23 63:13 64:16,17 70:19 72:14 84:25 104:10 105:14 113:25 148:5 187:13 189:16 192:1
extra 27:3 146:25 164:4 165:5
extra-contractual 127:4 152:21 153:14,16 154:3,13 155:2 202:10

F

face 131:9
facilities 195:2
fact 110:6 115:4 116:6 130:4 134:4 163:25 165:1 175:18 188:20
factor 164:16,21,22 165:24
factors 161:20 162:7, 8,12,14,18,21 163:1,12, 18 165:17 166:1 196:6
facts 135:6 153:19
fair 21:11 22:5 34:7,23 44:18 60:6 62:16 98:24, 25 99:12 108:8 113:16, 21 115:3 116:11 132:1 136:16 138:23 145:12 162:12,13 189:5 196:7 200:3,4
fairness 114:3
faith 190:22 191:5,8, 12,19,25 192:2 195:23
fall 32:10 133:15
falls 82:22 83:17
false 171:4
familiar 20:1 21:12 24:23,24 25:1 34:15 39:17,23 42:16 43:13, 18 45:5 47:4 54:24,25 73:13 76:2 79:4 80:25 96:7 104:7 126:2 129:14 139:8 147:17 155:11 161:19 180:9 184:21 189:24 190:2,8
familiarity 34:13 129:23 161:21 195:3
Farm 189:25
Farmers 129:7 189:25 190:7
faster 103:3,8
Father 72:19
favorable 73:3
February 101:21
feel 22:10 74:22 151:21
feeling 41:9
feels 67:1 127:22
felt 138:16
fence 114:3
fidgeting 94:14
fiduciary 195:5
field 132:1
figure 27:12 52:11 109:24 142:11
file 42:25 48:10 77:4 89:17 95:16 117:2
filed 14:6,7 21:3 26:10,14,16,18 27:6 32:24 35:11 38:6,12 39:16 43:19,24 44:1,6 45:14,18,23 46:10,13, 16,17,18,22 47:18 53:23 54:11 77:13 97:22 100:22 101:20 102:15 103:12 105:2,4, 8 107:8,15 164:17 200:20
filing 42:25 43:17 47:7 67:19,23 77:21 95:9 96:13 197:7
fill 47:23 198:12,13
filled 165:7
final 63:22 105:4,8
financial 7:23 149:16
find 9:21 23:9 30:9,16 52:5 62:5 103:12 104:2 110:10 143:21 165:19 183:10
finding 86:25
fine 7:1 43:21 46:4 54:12,21 59:11 65:9 99:9 119:22 178:16 182:22
finish 43:22 200:15
Finn 80:1
fiscal 169:12 170:8 173:23
fishing 62:4
fit 63:21 79:3
Five-minute 10:24
fives 83:9
fixed 105:17 106:4
flagging 202:19
floated 80:18
fly 197:1
focus 14:23 35:5,6 37:10 96:2 102:14 170:5
focused 16:13 26:23 30:3 56:2 82:4,12 186:25
focuses 175:25
focusing 27:2 111:19
Foley 21:7 69:11
folks 72:23 119:11 146:20
follow 73:8 112:7 148:9
follow-up 187:8
forecast 168:4 169:14
forecasting 168:10 170:16
forecasts 168:23 171:20
foregoing 22:19 107:6 149:8,14 156:8
forgot 179:4
form 18:7 21:14 24:11 26:8 36:12 39:25 42:19 44:7 47:12 57:25 63:16 66:24 67:14 85:9 92:3 97:16 99:5 112:15 113:5 116:4 117:12 118:23 119:2 121:2,15 122:13 127:11,20 128:9 131:2 133:16 136:10,25 138:12 139:21 140:25 143:11 145:14 148:11, 19 149:21 152:23 154:15 158:10 162:23 170:19 173:11 175:11 176:16 181:21 195:2 198:13
formal 66:22

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 227 of 243

format 68:4
formatting 68:17
forms 198:12
forum 106:21 118:16 120:17
forward 36:17 37:7 58:19 89:16 104:16 149:4
fostering 82:9
fosters 82:14
found 73:2 195:11 196:10
foundation 32:7 34:16,20 36:1
Fourth 8:5 13:14,23 14:7 16:9,24 17:15 19:8 20:1,8,13 25:17 26:3,21 31:1,24 32:1,8,10,24 33:2,5,25 34:6 35:1,11, 13 37:13,17,19,23 38:7, 8,9,10,17,18 40:9 43:2 45:18 66:6 95:9,20,21, 23,24 96:4,14 98:14,21 99:17 100:6,13,18,21, 23 101:1,2,4,20 102:3, 6,7,9,17,19,22 103:11 112:10 114:6,19 118:1, 5,8 152:5 174:18 184:11 197:14
frame 37:24 48:13
framing 33:3
Francisco 183:10
frankly 134:9
free 22:10 74:23 97:1 151:21
front 121:21 138:15 166:15
fucking 182:12,13,17
full 7:10 129:11 130:11,23 175:22
fully 159:10
function 11:10 42:3 51:8 96:21 124:5 138:20
functioning 148:17
fund 172:6
funding 147:22
funds 24:25 130:6,7
funky 170:11
funnel 201:22

G

game 34:7
gauge 21:16 129:23
gave 122:14
general 34:13 52:2 85:20 98:23 116:7 139:15 161:20,22 162:4,5,20 163:18
generally 19:25 31:10 35:6 39:17,23 85:23 104:7 126:2 133:7 147:15 180:4
give 8:25 18:3 79:8 82:6 83:3 90:15,20 96:9 107:25 128:1 153:20 156:17 169:4 180:25 184:17 193:20
giving 27:24 42:4 104:4
glad 61:24
glitch 178:17
God 6:13
good 6:2,23,24 7:4,5 10:6 43:23 50:3 52:14 69:4 80:9 94:4,11 119:13,20 172:1 177:22 178:4,7,19 183:16 185:6 190:21 191:8 192:22 195:13,17,21,23 196:12,13,22 200:13 204:9
gosh 11:16
Gotcha 130:2
gotta 150:15 159:16
governed 185:22
grab 93:11
grading 157:21
great 11:15 19:25 180:2
greater 124:15
ground 87:1 92:18 104:2
grounds 62:15 117:6 121:14
group 193:21
guess 9:6 10:6 24:12 28:14 41:18 44:4 47:8 48:13 59:21 61:12 63:13 78:22 82:13 83:13,16 93:13 94:1,19 99:21 100:17 101:3 110:10,18 113:23 116:23 118:19 122:2 125:25 168:10 176:25 193:20 196:24 201:17 202:4,24
guide 37:13
Guidelines 161:18
guys 38:24 65:5 93:12 102:21 108:20 142:1,7

H

hair 174:8
hairs 127:23 128:11, 13
Halperin 54:24 55:6, 10,13,17 57:24 61:5,8, 16 62:8,17 63:4,12,14 64:4,25 65:20,25 66:17 67:24 68:20,25 69:1,4, 20 70:1,15,17 72:1,5,24 73:2
Halperin's 63:8 64:1
hammer 142:2
hand 6:11 127:5 129:5 152:16,17 153:14 154:4 155:2 189:24 190:6,11, 16 191:18,20
handful 98:9
handle 123:12
handling 12:15 176:21
Hang 9:22
happen 129:1 188:9 189:3,8 190:22
happened 47:25 85:10,15 92:5,9,11,12 128:25
happening 58:8,9
happy 62:5 171:13 196:18
hard 21:15 98:1
hat 82:7 84:24 85:2
hate 153:8
hating 102:8
head 8:8,12 44:14,17 54:4 56:15 81:12 151:25 157:3,4 159:25 199:19
hear 7:2,3,4 31:20,22 83:5,8,9,11,13 84:1,2,8, 9 94:7 151:3,8,10 177:19 192:19,20 197:19 202:24
heard 55:4 90:25 127:15 143:12
heavily 188:21
heck's 192:16
held 139:3
helped 164:24
helpful 31:11 33:3,8 51:7
helps 102:14 150:23 152:4
hereof 106:23 115:22, 23
hey 137:8 150:14 175:21
high 153:4
higher 165:13
highest 119:6 143:11
highlighter's 170:11

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 228 of 243

historical 137:11 172:25
history 38:13 137:1
hold 59:19 83:3,4,10 84:1 178:3 184:6
holder 106:12,22 118:16 187:13 189:13
holders 149:17 153:10,15 159:4 160:11
holding 127:5 152:16,17 153:14 154:4 155:2
holds 130:16
hone 23:1 108:14 137:4
honestly 44:16
honor 134:6 148:24 176:19
Honorable 90:3,13
hope 89:18 94:5
hour 93:21 142:23 150:20
How's 94:10
human 59:12
hypothetical 109:11 138:7,16,21 139:16 146:4
hypothetically 86:12

I

I's 78:1
idea 93:16 129:11
identical 141:23
identified 39:15 49:25 50:2 54:5,17 55:14,18 57:22 72:23 76:5,24 77:8,10,24 91:8 103:22 177:15
identifies 61:8 79:25 95:22
identify 15:24 47:10 50:20 51:21 54:1 61:20 74:24 75:1 91:11 103:10 137:21 138:24
identifying 57:20 58:4,13,18 74:4 77:5,16
identity 43:9 53:23 76:18 77:19 194:22
ii 127:2 144:21 145:5,9, 13 160:10
iii 144:25 158:20
imagining 192:15
impact 164:8 165:9
impair 145:7
impairing 144:18 146:22
impartial 196:8
implication 127:12, 15 140:20
implies 73:18 113:17 152:24
implore 8:17
important 55:21,24, 25 57:23 86:25
impressed 78:15,23
inability 90:6
include 114:21 172:24 173:2,3 194:25 196:2
included 23:7 33:15 190:17
includes 170:25 173:8
including 13:6 15:7 19:1 23:17 50:22 82:20 95:21 117:1 132:20 134:23 144:16 148:2,3 149:12,17 168:14 188:8
incorporated 114:7
increase 164:16
increases 170:16
independence 195:3 196:5
index 143:21
indicating 89:17 160:22 198:13
indication 112:18
individual 47:10,23 48:15 64:18 74:8 76:24
individually 125:15 201:25
individuals 49:17 57:13,18,21 58:13 87:14 186:6
information 15:17 18:20 59:21 61:13 62:11 63:8 64:2 74:5 77:19 79:7,10,11,12,15, 18 80:5 81:1 86:6 164:5 169:4 171:20
informed 110:5
initial 162:3,10
initiate 202:6
ink 99:22 106:17
inquire 61:4
Ins 129:8
instigating 140:21
instruct 70:20 73:5
instructed 85:19 111:2
instruction 73:8
insurance 6:7 12:6 13:1 18:25 19:1 32:21 33:11 35:3,4,17,18,19, 20 97:15,24 98:18 121:21,22 123:18,21 129:8,14,19,24 130:3,4, 8,10,22 132:3,11,12,17, 19,22 133:2 134:5,16 136:4 139:2,5 141:21 143:7 144:21,24 145:1, 11,22 146:14,25 147:23 148:4,8,18,23 170:6,15, 17 172:2,3,9,11,14,20, 22,24 175:2,5,9 176:6 182:4 183:23 189:25 190:7,23 191:7 199:15 201:19
insure 139:1 202:7
insured 146:18
insurer 9:8 117:2 120:24 121:12 124:14 136:3 137:6,25 143:4 148:8 149:13 181:15
insurer's 114:12 192:11
insurers 9:5 19:15 25:15 40:8 41:22 97:7, 15,23 98:9,13,17,18 101:12 106:11,18 115:18 118:13,18,22 119:14,25 120:5,16 123:14,22 132:1 134:21 136:21 137:11 144:11, 14,23 145:11 152:21 154:14 175:3,20,24 176:1 180:5 185:17 186:2 191:25 199:13 200:7,11,13,17
Insurers' 10:9 11:16 12:6 40:19 49:5 51:19 94:21
integrity 134:15 146:16,24 175:20
intelligently 127:24
intended 110:15 162:20
intending 60:14
intent 92:19 114:25 128:3,7 134:16 143:6 185:16 202:1
intention 37:9
inter 50:25
interest 117:1
interested 47:2 92:1 187:24
interests 19:1 147:23
interim 100:6
internally 72:3
interpret 107:17 186:18,20,22,23 189:15
interpretation 107:20 108:22 109:15
interpretations 110:9

interrogatories 40:8,20 41:23 47:9,21 49:5 51:4,20 53:12 65:9 74:15 137:20 194:19
interrogatory 42:15,17 48:22 49:15 50:14,16 53:14,18 56:18 60:6,8 65:6 74:16,18,23 75:10,19 87:5,6,7 91:16 137:21 138:5,6,24 139:20 140:7,18 141:17,19 142:10,13,16 194:14,15 195:8
interrupt 192:24
interrupted 171:13
interview 75:3 164:18
interviewed 75:2 91:1
interviewing 91:5
introduce 9:4 20:7 30:8 32:8 36:13 40:11 44:25 94:20
introducing 11:9 36:8,10
introduction 66:22
investigation 175:3,8
invite 70:5 71:9,12
involve 62:23
involved 21:23 40:2 123:15 136:15 185:8
involvement 154:10 164:14,15 165:14 202:6
irrelevant 36:12 122:7,9,21,24,25 123:1
issue 36:20 61:2 158:2 159:13 164:19
issued 97:15,23,24 98:18 102:22 124:15
issues 38:16 85:5 86:24 193:13
IX 115:22 147:12

J

jeez 96:12 157:2
job 78:25
Joseph 6:17 7:11
judge 45:10,11 78:15, 17,20,23 80:1,16,18,22 81:1,7 86:14 88:3,19, 22,25 89:8,22,25 90:2 91:5,8 92:1,7 108:10 109:4,9,19 192:13
judgment 124:15 125:3,16,18 126:7 153:5
judgments 136:22
judicial 196:3
jump 9:3 12:11 105:22 134:18 147:11 151:19 152:6 174:20
jumped 185:12
June 66:8
jurisdiction 112:6 113:17 124:16 156:11
juxtaposition 140:7

K

key 86:24
kind 7:9 21:11,21 25:20 37:14 50:18 56:2 58:16 66:22 75:19 79:11,21 82:17 85:7 86:7 94:8 96:17 97:3, 17,21 102:13,14,16 103:8 112:22,24 116:1 125:6 126:20 127:7,8 130:24 131:3 133:5 136:23 138:5 145:4 147:16 148:15 157:12 158:14 159:24 164:9 166:4 174:23 180:12 187:11,12,14,18 190:25 191:11 196:25
kinds 115:3 126:12
knew 161:7
knowing 92:1
knowledge 52:25 138:8 190:21
Kramer 75:21,25 76:2 91:11

L

label 51:15
lack 192:10
Lafferty 108:10 109:4,6,9
Lafferty's 45:10,11
land 70:1
language 35:25 107:4,13 113:17 118:10 123:13 125:13 132:23 146:13,21 164:7 184:25 185:9,10 188:8,19
law 112:5,7 113:19 132:20,22 148:6
Lawrence 72:19
laws 119:12
lawsuit 164:17
lawyer 29:8 68:10 107:18 108:23 109:3 110:6,10 127:23
lawyers 13:17,20 28:18 70:15 185:11
lay 34:16,20 36:1
lazy 76:12
lead 57:20 58:3,13,18
leadership 72:17,22 188:11
leave 62:12
leaves 177:17
leaving 163:25
left 150:19 178:23
legal 104:11 105:15 107:17 108:20 110:9 114:1,9,24 127:22 128:10,13,17 130:17 138:13 141:11 146:3 147:6 155:19 185:1,5 188:11 189:17 191:14, 16 192:2 196:3
legitimacy 157:8
legitimate 159:16 182:5
leisure 42:3
letter 142:1
letters 20:21
letting 190:25
level 93:18 101:12 119:6 131:25
liability 112:3,14,17 113:24 114:8,12,14,22 122:5,10 132:10 155:21,22
library 167:14
light 60:13
limitation 23:18 106:3 117:1 132:21 134:23 195:1 196:3
limited 117:10 148:4
limiting 118:21 165:25
lines 84:23 135:8 163:2
linked 113:1
Linkedin 79:9
liquidation 168:14
list 36:9 43:4 76:11 78:6 96:1
listed 30:4 61:13 105:5 161:20
listen 196:20
listening 86:24
lists 52:3
lit 153:4
litigated 173:9
litigation 33:10 106:13,22 115:14,19 116:2,6,12,19,20 118:17 119:8,11,15

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 230 of 243

120:20,21 121:4,9,14, 19,20 123:13,21 125:1, 4,7,14,23 126:6,8,9,13, 22,24,25 127:10,13,15 128:15,24 130:8,13,14 136:16,21 137:2,18,24 140:19,21 141:10,22 143:4,8,13,14,17,18 146:20 153:5 156:11 157:16,22 180:5 181:6, 11,14,18 185:21 188:20,22,23 189:13 199:10,24 200:1,3,6,10 201:24

live 9:15

LM 183:6,22

LMI 179:19 183:8,9,12 203:14

logical 21:24

long 38:16 93:8 154:4 161:17 173:19 180:12 183:18 187:11

longer 69:22 93:17 104:22 134:19

looked 14:5 17:9 18:16 26:19 30:7 34:10, 12 64:2 65:2 79:17 80:17 91:7 93:1 174:19

lost 151:20

lot 33:22 44:19 103:3,8 118:24 119:5,17 132:15 134:18 163:2 166:18 180:12

lots 27:8 56:3

loud 7:3 22:16 23:15

Love 182:13

lower 172:19

lowercase 131:13

lunch 93:10,13

M

Madam 6:3 9:6

made 33:1 35:13 37:16 57:16 92:13 93:19 98:23 110:14,15 111:12 112:5 119:7 132:8 136:9 148:1 164:3 184:18 186:19 193:14,17

mail 59:14

main 73:22 99:1,2 146:15 186:12

maintain 134:15

maintained 146:16, 17 175:19

maintaining 146:24

make 8:15,20 23:2,3 27:11 57:12 87:12 90:16,21 91:19 100:7 108:20,21 111:13 113:20 116:11,15 119:21 120:10 123:14, 15 124:3 126:9,12 131:18,25 136:4 146:13,25 149:5 156:6 157:13 167:4 172:9,10 175:19 176:1 179:19 195:23 196:18 200:16 203:17

makes 8:21 76:12 112:12 115:5

making 69:23 119:10

managing 56:7 130:7

mandatory 192:8

manner 196:8

marathon 194:6

March 14:8 20:14 21:1 26:4,16,21 30:10 39:16 45:21 46:14,22 47:21,22

mark 6:9 12:12,21 20:4 31:20 33:7,14,18, 21 34:21 36:7 37:1 38:12 52:11,24 59:6,7, 8,24 60:22 61:2,11,13 64:9 65:19 68:19 69:1, 17 70:25 76:14 78:13 79:24 83:22 87:5 88:1, 11 89:8 90:3,6,14,24,25 93:7 103:9 111:17 150:14 158:4 165:17 171:14 179:18,20 183:20 185:11 193:25 194:3 201:5 202:17 203:9

Mark's 167:3

marked 9:9,18 11:16 20:9 30:11 40:13 41:19 42:23 45:2 58:25 65:13 68:6 87:22 88:8 94:24 95:12 167:2,13 197:2

Marsal 168:16

Mary 69:9,22 70:4 71:18

mass 195:2

material 95:22

math 182:12,13,17

Matt 31:23 32:13,15, 17 36:7 38:11 182:24

matter 176:19

matters 109:16 153:19

Maureen 52:22,23 83:1 151:5,6 174:14 179:25 182:19 192:18 193:8 203:10,16,21 204:4

max 153:1,3

MCMAHON 6:3 183:15 184:5 189:20 192:18,20,23 193:2,4 203:11

meaning 35:20,21, 23 105:12

means 21:12 22:18 23:16 29:24 31:17 63:11 99:18 104:8,15, 24 105:25 112:18 125:3 130:3 190:16 191:6 199:10

meant 22:23 85:2 103:17 146:23 159:9,15 188:19

meat 104:15

mechanism 125:22

Medeiros 72:18

mediating 81:10 85:6

mediation 75:21 81:14,18 85:11,16,21 164:18

mediator 81:8,9,11, 22 82:7,8,14 84:17,24 85:4,5,18,20,24 86:1, 12,15,19,21

medical 8:24 178:10

meet 64:22 108:19 195:19 196:20

meeting 70:9,10,11, 17 71:10 117:18

members 72:17 165:12

memo 66:18

memory 24:13 58:16 81:3 180:11

mentioned 21:2 58:11 80:15 98:7 190:1

mentions 131:15

mess 146:14

messaging 88:15

met 7:6 70:15 104:17 196:10

mighty 59:11

million 170:8

mind 99:1 102:14 118:20 150:14 154:8 190:25 195:14

minute 92:10 152:10 156:17 198:2

minutes 36:16,18 39:6 52:15,18 69:23 80:13 87:6 93:24 150:15,21 179:19

mirrors 75:19

mischaracterizes 64:3

misremembered 161:4

misremembering 160:2

missing 104:17

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 231 of 243

misstates 135:5
misunderstanding 171:21
misunderstood 159:7
Mm 151:25
Mm-hmm 17:7 24:16 27:10 45:20 70:12 82:11 101:6 102:23 140:12 144:6 156:21 175:17 176:14 186:14
mm-hmms 8:11
mod 103:11
modification 21:24 57:12,16 87:12,16 91:20 92:14
Modified 8:5 13:23 20:1,8,13 25:17 26:3,20 32:24 33:2,25 34:6 35:1,13 37:13,17,19,21, 23 38:9 40:9 43:1 45:17 66:6 95:9,21 96:4,14 98:14,21 99:17 100:5, 13,18 101:1,2,4 102:3, 7,9,19,22 103:11 112:10 114:6,19 118:1, 5,8 152:5 174:18 197:14
modify 113:23 145:8
modifying 144:19 146:22
moment 22:24 84:21 179:23 187:18
Monday 91:1
money 123:9 137:9 149:2 174:3
month 173:25
months 106:2
Moore 6:9 10:21 12:11,12,14,24 18:7,9 21:14 24:11 26:8,17,25 27:19 29:22 30:24 31:5, 8,14,21 32:2,12 33:13, 14,20,22 34:19,23 35:15 36:6,18 37:4,25 38:19 39:25 41:8,13,16 42:19 44:7 46:7 47:12 51:17,25 52:12,16,25 57:25 59:6,7,8,14,24 60:22 61:11 62:22 63:16 64:3,11 65:4,19 66:24 67:14 68:19 69:1, 4,15 70:19 72:13 73:4 76:13 78:10,13 79:24 80:8 82:15,23 83:12 84:5 85:9 86:9,20 88:11,14 89:8 90:3,15, 25 92:3 93:9,11,16,23 94:1,12 97:16 99:5 100:3,25 101:17,23 102:1,5,20,24 103:15, 24 104:10 105:14 107:16,23 108:3,10,18 109:2,9,13,22 110:3,8, 24 111:2 112:15 113:5, 25 114:9 116:4 117:12 118:23 121:2,15 122:13,19 127:11,20 128:9 131:2 133:16 135:5 136:10,25 137:10 138:12 139:21 140:6,25 141:24 142:6,12,18,22 145:14 146:3 148:11,19 149:21 150:18,23 151:6 152:23 154:15 158:7 162:23,25 163:4,7 167:25 168:6,13,15,24 170:19 171:4,16 173:11 174:11 175:11,13 176:16 177:20 178:10, 12,15,18,24 179:21 181:21 184:2 189:16 192:1 193:10,13 194:2, 3 196:23 197:3 198:7 201:2,6,8,15 202:20 203:1,6,17
morning 6:23,24 27:4 69:4,24 89:9 183:17
Moses 21:6
mouse 42:3
move 36:17 65:10 87:3 89:16 94:6 104:6 141:14 144:2
moving 13:5 58:18 184:7 203:2
multiple 84:25 182:8
mute 53:2,3 151:7 182:23
mventura 88:12

N

named 89:17
names 50:5 62:6 78:6
naming 88:3
narrow 29:16
nature 163:21,23
necessarily 17:19 38:3 72:10 79:14 96:21 102:5 128:17 131:13
negative 171:6
negotiates 182:4
negotiations 185:9
Nice 184:18
nod 8:8
nods 8:12
nominated 91:14
nominee 61:16
non-bankruptcy 106:21 112:5,6 115:19 118:15 120:17
non-debtor 187:1
non-litigation 125:19
non-material 57:12,16 87:12,16 91:20 92:14
non-settling 106:11,18 115:18 117:2 118:13,22 119:25 120:5,16,24 121:12 124:14 134:21 137:25 143:4 144:11,14,23 145:11 148:7 149:13 152:21 154:14 175:3 176:1 180:5 185:17 186:2 199:13
normal 79:6,7
Northern 66:3 68:22 88:17
note 67:18 108:22
notes 96:10
notice 9:4 10:9 11:17, 22 29:24,25 31:9 32:3, 4,11 33:16,24 34:25 35:6 36:10,23,24 38:23 42:25 43:19 95:8 96:13 100:12,25 132:21 160:14,20 161:11 172:4 197:7
noticed 98:10,13 170:21
Notwithstanding 107:5 149:8,14
number 14:12 15:6, 25 16:8,15 17:13 19:7, 14,21 25:18 27:14,18 28:5,11,15,20 33:25 35:22 50:15 52:7 86:11 136:16 158:20 159:13 183:10 198:10 199:4
numbers 9:7 90:12 168:22 172:24 173:2,6
numerical 196:6

O

Oakland 6:10 7:16, 24 10:11 11:19 40:20 41:22,24 49:4,6 66:1 68:21 88:16 89:11 94:23 194:4
Oakland's 40:19
oath 8:1
object 18:7 29:22 30:24 36:6,12 38:21 47:12 62:13 63:16 65:4 66:24 70:19 73:4 82:15 85:9 86:9 97:16 99:5 100:3 103:24 104:10 105:14 107:16,23 112:15 113:5,25 116:4 117:4,10,16,21 118:19, 23 119:2 120:25 121:2, 13,15 122:13 127:20 128:9 131:2 133:16 135:5 136:10,25 137:10 138:12 139:21 140:6,25 141:24 145:14 146:3 148:11,19 149:21 154:15 162:23 170:19

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 232 of 243

181:21 189:16 192:1
objected 38:10
objecting 106:1 122:18
objection 21:14 24:11 26:8,17 27:19 37:8 39:1,25 42:19 44:7 57:25 64:3 67:14 83:22, 25 92:3 105:23,25 106:9 110:25 114:9 117:2,12 118:7 120:7 127:11 152:23 173:11 175:11 176:16 202:22 203:2
objections 34:17 42:15,16 75:6 106:10, 19 111:25 115:20 118:13,21 120:1,6,14 127:16 139:12
obligated 145:15
obligation 131:17, 24 134:2 150:5,9 175:1, 8 176:3,8 177:14
obligation's 150:11
obligations 130:24 131:3,12 132:19,21 133:2,10,13,14 134:4, 13 144:22 145:9,21 146:17 148:24 149:16, 18,24 174:23 176:5,9, 12,20 177:8
obtain 125:16
obviated 92:14
occur 48:4
occurred 67:13 70:18
occurs 81:18 114:23
odd 66:21
odds 22:8
offer 108:17 109:14
office 89:1
officer 7:23 21:25 40:2
official 66:3,19 67:1,3 77:2 88:18
offsets 134:24
omissions 37:16
omitted 135:8
one's 140:14
ongoing 77:15 136:23
Oops 157:24 169:7
open 163:25 167:6 169:6,19
opened 130:5
operate 144:17
operates 147:19
opine 108:4
opinion 57:23 86:22 107:25 108:13 109:3 110:23 113:7,10 114:25
opportunity 27:24
oppose 46:1,3
opposed 21:20 85:20 101:8 130:23,25
opt 198:20,21
option 10:14 11:8 87:17 106:13,23 118:17 119:8,11,16 120:21 121:19,20,24 123:4,14 126:9,13 130:8 146:20 157:22 188:20 189:14 199:10,23 200:1,6,10
option/ distribution 200:10
options 122:14 198:23
oral 10:10 11:17
order 13:7 14:15 22:21 45:1 46:21,23 48:9 105:4,9 106:5 107:10 144:15 145:6
ordered 192:14
organizations 172:13 186:4,6
organizations' 187:2
original 95:24 101:1
OSC 192:14
outcome 200:5
outline 93:19 132:14 150:15
outlined 18:12 130:6
outlines 125:22 134:3
oversight 125:10
overview 95:21
owe 137:9

P

p.m. 65:24 68:19 70:2
Pacific 70:2 93:15
pages 11:11
paid 136:22 143:10 149:19,24 150:5,11
painstakingly 36:19
paragraph 66:12,22 67:8,17 187:11,13
parameters 109:25
parentheses 111:20
parishes 172:12
part 25:21,22 26:12 53:24 86:14,16,19 104:1 113:16 147:9 154:9 161:8 162:11 169:24 173:4,20 185:21 187:1,2 188:19
participate 57:11 87:11
participated 164:18
participating 72:11
participation 82:14
parties 82:9 84:25 86:5,23 116:12 117:9 133:1,13 180:6 195:3 196:5
partner 21:7
parts 14:24 145:23
party 86:25 117:1 144:23 189:10
pass 134:10 157:12, 13 166:7
passes 130:9
past 11:25 60:11
path 38:20 198:22
pathway 198:10
pathways 197:17,21 198:9
patience 39:12 151:17
Paul 80:1
paying 172:20
payment 137:25 139:4,9 140:16 150:12 156:16 157:1,8,9,19 158:21,23 159:4,5,18, 21 160:13,14,20,21,22, 23 161:11 172:2 198:11,14,20,21,24 199:19
Payments 158:15
pays 154:25
pending 101:5 102:17 173:1 191:24
people 70:25 71:1 86:6 119:7,8 130:14
percent 181:18,25 182:6,8
perception 85:24
perfect 8:23 10:12 187:5
period 47:14 106:3 198:13
periods 173:10
permissible 117:6
person 21:25 50:23 61:13 75:1,3,4 99:19 166:15 195:11,12
personal 104:12

107:25 108:4,6 110:22
personally 50:10 78:18
persons 50:20 74:24
perspective 114:24 126:23 142:19
pertaining 132:22
phrase 22:8 140:18 186:18 188:24
phrases 96:25
physical 8:24
pick 122:14,16 131:9
picture 112:24 130:2
piece 79:20 92:8 119:24
pivot 73:11
place 38:2 119:12 123:7 185:19
places 128:23
plan 8:5 13:5,6,14,23, 25 14:1,7,14,22,24 15:9,18 16:9,11,14,24 17:8,9,12,18,19 18:2,3, 5,12,16,18,19 19:8,14, 22,23,24 20:1,8,14,16, 18 21:3,12,19 22:5,6,7, 9,18,22,24 23:4,19 24:10,17,20 25:2,9,13, 16,17,22,23 26:1,2,3,5, 6,10,11,13,16,21 28:2, 13 29:3,6 30:7,10,18 31:1,3,4,13,15,17,18, 19,25 32:1,5,8,9,10,23, 24,25 33:1,2,6,24 34:1, 3,6,11,14,24 35:1,2,10, 11,14,17,20,22,23,25 36:3,20,22 37:3,8,10, 13,17,19,21,23 38:4,7, 8,9,10,12,17,18,22 39:1,16,19,24 40:9 43:1,2,17 45:18,22 46:22 47:1,5,7,18 48:6, 7,10 52:8 53:24 54:2,3, 6,10 55:14,18 56:12,20, 25 57:3,6,11,13,17 58:5,12 60:14 66:7 67:19,23 71:21 73:14 74:7 76:6,16,23,25 77:5,15 79:2 87:8,11,13 91:7,9,19,22 94:7 95:10,20,21,23,25 96:4, 5,14,15 97:6,10,13,20, 21,24 98:14,17,19,22, 24 99:18 100:4,6,8,13, 15,19,23 101:4,5,7,9, 11,15,16,18,20 102:11, 12,17,19,22 103:12 104:21,24 105:4,8,17 108:2,3,8,11,15,17,19 109:5,25 110:2,17 112:9,10,20 114:5,6,17, 19,21 116:17,20 118:1, 5,9 120:23 121:13 122:9,11 123:2,20,25 125:22 126:5,11 127:17,19 128:8,14 129:15,22 130:6 131:14,15 132:16 137:25 138:4,19,20 142:5,8,10,13,15,17,19 143:2,6,9,10,20 144:2, 14 145:5,23 146:9,10 147:12 149:16 151:18 152:3,4,6 153:15 154:3 156:9 157:12,23 158:5, 9,13 159:22 165:22 166:10 167:1 168:19 170:14 174:8,9,19 175:15 176:4,8,13 177:4,5 180:3 184:11, 22 185:18 186:3,19 187:7 190:10,12,17 191:19 196:7 197:14 200:16,20,23,24,25 201:23
plan's 17:15 46:16
plans 33:4 38:14 100:5,21 102:16
play 74:4 112:17
playing 131:25
plays 84:17 148:23
plethora 62:3
podium 109:10,20
point 38:15 73:21 80:9 82:16 101:17,23 109:14 112:13 165:11 181:6 197:17,20
point-based 115:6
pointed 21:22 48:24
pointing 96:23 187:14
points 82:6 99:2 112:23 159:14 162:16 164:16 199:5
pol 12:6
policies 12:6,16 13:1 35:3,18 97:15,24 98:19 119:12 121:21,22 130:10 132:12,20,22 133:2 134:5 135:1 136:5 144:24 145:1,11, 22 146:1,14 147:3 148:4,8,18,23 149:14 170:5,15,16 172:24 173:3,7,8 175:2,5,9 176:6,10 183:23,25 185:22 199:15
policy 35:19 123:18 130:11,12,23,25 131:1 134:5,16,22 144:21 146:25 191:10
pond 62:4
pool 50:1 115:6 172:13
pop-up 59:20
portion 147:25 150:7
position 108:16
posture 85:19
potential 66:5 67:5 88:20 148:7 191:24 200:2
potentially 155:3 165:15 199:11
powers 17:21
pre 173:21
pre-petition 136:15
predominantly 173:21
preemptory 144:17
prefer 103:9
preference 66:9 88:22
preferred 50:1
preliminary 7:9 48:1 63:22,23
premise 171:4
premium 173:4
premiums 173:22 174:2
preparation 34:4
prepare 12:10 13:13 14:20 15:16 16:8,23 19:7,21 25:17 27:15,18 28:11 29:2
prepared 12:7 13:11 14:18 15:14 16:5,20 19:5,18 28:15,25 29:13, 20,23 36:2
preparing 28:17
presence 72:24
present 9:23 72:7,12, 25 137:23 139:1 141:9, 19 184:8
presented 138:2 139:6
presenting 30:6 184:8
Preservation 144:10
preserve 170:5
press 92:10
pretty 18:11,13,22 21:17 29:15 30:1 50:3 82:17 87:3 140:14 163:15
preview 10:14 11:8 42:3 51:8 52:2,4 58:22 74:21 96:21 166:21,22
previewing 52:7
previous 38:14 122:2
previously 12:23 189:23 190:1
primarily 56:2 173:16 174:2,3
principle 97:14,22
prior 31:1,19 48:22

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 234 of 243

67:12
privilege 73:5 85:21
privileged 62:11,15 70:20
privileges 175:24
pro 8:25 109:18,22 111:13
problem 53:4 92:15 127:8 184:5
procedure 161:10
procedures 14:12 24:21,24 32:22 107:7 158:25
proceed 71:23 158:24
proceedings 204:15
proceeds 24:22
proces 63:25
process 77:1,14 122:17,23 130:5,13 138:1 139:5 143:13 158:24 159:6,10,18 161:7
processes 14:12 32:22 195:4
produced 65:12 68:4 87:20 88:7 89:5 93:3 167:12 170:1
Production 94:22
prohibit 153:11,22
projections 169:1
pronounce 69:10
proof 105:1,3,7
property 147:21
proposed 8:4 43:10 77:1,3,5,16 188:7,11 189:9
proposing 128:8
prosecute 137:23 139:1 141:9,19
prospects 50:3
protected 119:12
protection 173:4
prove 171:6
provide 110:25 116:9 145:24 151:22
provided 35:20,21, 23 36:1,23 104:25 106:18 107:8 115:11, 17,21 118:10 132:23 133:3 135:1 144:25 156:8 158:25 162:19 163:12 168:25 175:1 176:3,5
provision 109:7,10, 20 111:11,13 120:3 127:18 143:25 144:3,16 146:9 149:23 152:19 153:9,11,22 154:22 156:25 165:20 177:16 188:14 189:2,9
provisions 31:13 96:23 108:15 118:20 146:7 190:11
public 79:10,14
publicizing 164:19
publicly-available 79:17 81:1
pull 25:11 41:11,17 46:4,20 48:25 51:10 54:12 76:9 91:16 94:9 103:10 157:23 174:8 180:15 184:12 187:10
pulled 74:20
pur 62:18
purports 144:16
purpose 8:3 24:7 118:20 185:14 188:13
purposes 10:13 84:20 101:13 104:24 112:3 113:3,12,22 122:5
pursuant 22:22 105:8 107:6 175:4
pursue 123:22 126:6, 8 137:23 141:9,20 143:3 152:20 153:15 200:6 201:24,25
pursued 77:10
pursuing 35:13
pushing 86:4
put 87:4 114:2,3 115:2 123:7 130:17 167:7 176:13 201:9
puts 121:20
putting 92:2 149:2 194:24
puzzled 131:9

Q

qualification 159:24
qualifications 15:7 64:15 82:21,22 86:11, 19 195:19
qualified 48:17 49:17 77:3
qualify 159:17,21
qualities 195:12
quality 83:17
question 8:16,19 17:24 19:25 22:5 27:20 28:14 30:2 37:2,7 38:22,25 44:4 48:20 49:19,20 52:1 57:2 71:7 72:13 73:6 77:11,12 82:24 83:14,24,25 84:11 85:1 91:17 97:9 98:2 99:10 101:4 103:21 109:21 110:22 112:9 113:11 114:16 115:25 116:23 118:12, 24 119:20 120:8 122:3, 8,15,23 124:24 127:17 128:25 129:3 131:6,20 133:17,19 135:9,15,17, 21 136:12 139:18 140:22,23 145:4,19 148:12 150:8,9 156:4 159:3 163:10,15 165:18 170:4,14 171:2,16,17, 19 173:14 177:15 178:13 179:8 181:17 182:24 186:15 191:22 196:10 201:5,13,17
question's 29:24
questioning 27:2
questions 7:9 8:15 12:20 25:6 32:3 34:5 36:15,21 37:12,18,20 38:8,17 44:23 93:22 96:24 102:21 108:15 110:9 118:24 179:20 183:3,8,9 187:8 189:6 193:11,18 201:3
quick 87:3 94:20 99:6, 7 182:24 187:10 190:4 194:8 201:5
quicker 150:17
quickly 184:3
quiet 94:8

R

raise 6:11 37:8 39:1 118:22
raised 22:5 83:22 120:16
raising 127:16
rate 25:14
rates 172:14
RCB 59:19
RCBO 7:16,18 33:14 57:12 58:12 75:7 87:12 92:6 126:21 130:9,15, 16 138:7 139:12 146:19 176:17 186:18,19,23 187:4 189:3,10 190:16 191:23
RCBO's 51:18 130:18 185:14 189:14
RCBO-CC-0060117 167:22
RCBO-CC-0060122_1 59:20
RCBO-CC-0060129 89:6
RCBO-CC-0060131 68:14

RCBO-CC-0060132 88:11
RCBO-CC-0060134 68:12
RCBO-CC-0060134_0001 65:17
RCWC 132:5,6,7,9, 10,11 147:25 148:3 149:10,15 150:7 172:13
reach 63:4 66:19 67:1 195:13
reached 48:2 66:17 69:11 80:22 97:14
reaching 67:24 69:5
read 15:18 20:25 22:16 23:15,20,24 41:4 42:11 57:14 58:7 60:3, 16 65:23 66:10 69:2,7 71:24 75:4 76:21 83:1, 25 88:12 89:19 90:8 104:22 105:9,11 117:7, 14 118:18 133:3 140:3 144:1,13 145:2,18 148:9,21 152:10 156:2, 17 159:1 180:13,21 181:2 187:18 193:9,15 194:23
reading 15:25 56:22 57:1,9 144:4 161:12 185:13,25 186:21
reads 49:11 68:14 89:6 95:19
ready 52:22 53:4 151:2 184:19,20 187:19
real 94:20 182:24 187:10 194:8
reason 21:19,21 59:13 67:12 101:9 124:19,21,25 138:10 139:2 157:2 196:17
reasonable 166:9
reasonableness 166:8
rec 164:22
recall 41:10 45:17 75:10 91:22 143:23 194:10,12,14,17,20 195:6 197:22
receipt 172:6
receipts 170:10,17 172:4
receive 73:23 139:4 156:16 157:7 160:13, 22,23
received 40:7 154:5
receiver 103:20
receives 181:6
receiving 152:22 154:9
recent 14:10 21:3 35:10 41:8
recently 14:6
recipients 140:16
recognize 65:1
recollection 25:15 49:1 180:24
recommend 61:3 80:16
recommendation 61:21
recommendations 48:3
recommended 78:4 80:16
reconsider 89:18
record 10:16,25 11:1 39:9 52:11,21 94:1,2,3 150:25 151:1,12 178:5 179:22,24 202:17
recoupments 134:24
recover 124:13 186:2
recovered 199:23
recoveries 164:13
recovery 130:22 152:7 199:21 200:2
red 20:21 30:21 46:9 99:22 103:4 134:20 198:7
redirect 193:11 201:5
redline 32:24 35:11 37:15 38:1,5 96:3,7,14 97:12 98:22 99:20 100:12 101:14 102:2,14 103:13 124:1 137:19 142:7
redlines 95:9 97:21 99:22 101:1,8
redundant 135:13, 14,16
refer 7:13
reference 37:24 44:24 111:17 152:16
referencing 79:22 190:11
referring 7:14 22:9 26:1,5 37:15 78:12 105:20
refers 130:4
reflected 102:18,19
reflects 172:16
refresh 48:25 180:11
refreshed 180:22
refreshing 180:24
register 65:3
reimbursement 170:6 172:3
relate 19:14 25:14 35:24
related 13:8,24 15:10 16:25 31:19 32:22 35:3, 17 82:16 86:10 113:1 115:6 139:2 163:19 171:1 172:23 175:18 186:25 187:4
relates 31:2 91:17 144:2 148:23 191:19
relating 14:13 38:16 186:15
relation 36:8 78:25
relative 112:22
relay 89:10
release 132:10 148:3 149:11 155:20
released 132:9 133:1,12 149:15 179:14
relevance 103:24 140:6 168:24
relevant 31:25 33:1,8 95:6 101:15 121:17 167:4 168:12 169:3 195:1 196:3
relied 17:15
relies 171:4
relieve 132:25 133:11 134:12
rely 11:12 96:21
remember 24:14 25:4 44:13 46:6 47:25 48:5,18 50:2,4,5,6,8 53:19 54:11 56:15 62:21 63:1,23 64:18 72:6,8,17 73:1 78:9 84:11 98:20 111:12,14 143:25 151:25 157:11 158:4 159:25 160:8 196:8 197:18
remembering 160:1
remind 42:1
remote 9:13,14
removed 99:23 129:12 135:3,12,21 136:1
reorganization 20:14 30:10 52:9 66:7 95:10,24 96:1 167:1
reorganized 106:4 133:1,12 144:22 145:10,21
repeat 82:24 84:7
repeated 110:9
rephrase 97:19
replaced 128:23
report 168:15
reporter 6:3,4,11,15 8:9 9:6 10:23 32:13,15, 19 39:3,5,7 52:14,19

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 236 of 243

53:1,6 83:3,9,15,19,21, 23 84:1,6,10,13 129:9 131:9 151:8,11,13 160:3,6 174:10,16 177:2,11,18,21,25 178:2,7,11,14,16,19,21 180:1 182:10,12,16,20, 22 183:1,7 192:17,19, 22 193:3,7,9,15,19,22, 24 203:20,23 204:5,9, 13

reports 168:14

represent 6:6 7:15 98:6

representation 102:1

representative 11:18,22 36:15 107:24 108:23 109:1 110:4,21 126:23 142:20

Representatives 10:11

represented 45:23 97:6 107:21

representing 59:9, 11

request 94:22 198:11 203:10

requested 66:4 67:4 88:19 189:9

requests 58:24 196:21

required 105:3 108:24 110:10 132:21 148:5 149:19,24 150:5, 11 158:23

requirement 160:17,24

requires 38:3

reserve 134:21

residual 173:17

resolution 82:9 195:2,4

resolve 61:2 97:23 141:16

resolved 12:22,24 110:20

resolving 14:13 114:7

respect 97:20,24 104:25 118:1 120:19 132:12 136:4 144:13 145:20 148:1,17 162:5 164:15 175:3

respective 35:2,16 133:2,13 175:5

respond 138:7

responds 68:25 69:22 70:4 90:2

response 49:15 50:15 53:22 56:17 58:17,23 59:17 60:9,19 74:17 75:10,18,19,24 91:16 138:6 139:11 141:2,6

responses 40:19 41:22 42:15,16,17 48:22 49:4 51:19 53:11, 12 60:7 65:6 94:21 95:6 139:19 140:7 142:3,4 194:15,16,17 195:8

responsibilities 17:1,20 33:10 35:3,16 134:13 179:14 191:10

responsibility 82:8 132:25 133:11 134:11

responsible 86:23 184:24

rest 203:25

restate 83:16

result 97:7,13,22 151:19 181:13

resume 79:14,15,16

resumes 64:17 79:9 93:3,5

retain 175:23

retains 131:23,24

retention 148:6,25 149:3

retentions 131:16 134:25

retired 90:3,14

return 160:20

returning 160:14

revealing 85:21

revenue 172:7,8

review 19:23 24:14 27:4 73:19 123:6 157:13 159:6,9,18 181:24

reviewed 13:14 16:9, 24 19:8,22 25:16 27:5 28:2,13 29:3 33:16,17 34:2 63:7

reviewer 18:16 43:10 47:3 56:22 57:5 60:16 61:6 73:12,14,17,18 74:4,8,25 75:8,22 76:6, 19,25 77:6,8,17,20 78:16 80:1,11,19 81:24 82:4,18,20 84:17 85:8 86:12 87:10 88:21 89:12 91:9,21 92:24 93:4 95:7 99:15,18 103:22 115:5 123:6 125:21 161:24 162:15 165:23 194:12 196:1 198:25

Reviewer's 18:21

reviewing 55:21 161:7

reviews 81:4

Revisions 31:24

revisit 99:11

reward 165:1,9 199:17

Rick 72:18

Ridge 151:24

rights 17:1,20 123:16, 17 130:12,22,25 134:23,25 144:10,21 145:9,20,25 146:5,7,9, 10,16 147:3 175:23

ring 76:4

rise 153:20

roadblocks 92:2

Rofaeil 69:15,16,22

ROG 142:3,4

Roger 75:20,25 76:2, 4 91:11

role 7:22 15:9 18:5,21 47:23 50:21 56:1,3 63:21 66:5 67:5,25 71:22 73:13,16 74:4,25 75:8 77:25 79:1 81:2,22 82:4,12 84:16,17,24 85:3,7 86:16,19 88:20 148:22

roles 33:10 35:2,16 47:4 62:5 82:1

Roman 6:9 7:16 10:11 11:18 40:18,20 41:21,23 49:3,6 66:1 68:20 88:16 94:22 194:3

Romanette 111:20 112:2 124:12 127:2 128:23 144:20,21,25 145:5,9,13

room 72:19

route 143:9 157:14

row 60:20 65:22

rude 70:25

rule 110:11 164:6

rules 105:18 121:22 132:1 185:22

run 127:8

running 76:11

S

safe 150:20

saga 136:23

San 183:10

sat 7:7 9:13

satisfied 148:7

satisfies 57:24

Saturday 60:24 79:24

scale 73:25 172:10

scaling 196:6
scenarios 138:7,16
schedules 105:6
scheduling 45:1 46:21,23 48:9
scope 29:25 32:11 36:22 38:23 62:19 103:1 107:24 110:24 138:8,17 141:25 142:12 166:1
score 73:25 82:6 165:13
scored 159:10,20 198:24
scoring 73:20 123:6 125:21 153:6 157:21 159:19 161:7 165:10 181:23 199:1,7
scoring's 73:20
screen 9:19 10:13 11:8 16:1 20:11 28:6 37:4,5 39:14 40:15,16 51:22 166:19 167:19 180:15 194:24 197:5
scroll 11:11,24 20:15 30:16 42:2 45:6 49:8 52:4 68:8 75:14 99:7 141:1 144:6,8 145:17 147:5 155:16,17 156:19,20,22 167:25 171:24 180:14 184:14, 16 188:1,15
scrolled 25:20 60:18
scrolling 22:3 74:22 96:22
search 48:13,14,16 62:18,19 124:5
searching 24:13 49:16
seasoned 54:22
sec 49:3 167:4 180:25 188:1
section 22:14 106:23 111:23 116:24 118:18 122:3,17 124:4 127:4 132:16 133:3 134:19 144:2 145:20 149:19 150:3 155:10,25 156:9 158:14 161:16,18,23 172:19 180:12 184:16, 21 185:14,16,25 187:7 188:8 189:12
section's 180:19
sections 14:22 115:22 163:24
seek 90:7
seeking 127:4 153:13 155:1
sees 27:25
sel 77:22
select 57:13,18 87:13 157:20
selected 53:23 58:15,17 74:9 77:23 91:21
selecting 15:8 57:20 58:13 77:3 86:17
selection 15:7 56:13 82:20 89:11 194:11
selects 56:21 57:4 87:9
self-insurance 148:25
self-insured 131:16 134:25 148:6 149:3
send 70:4 172:15
sender 59:21
sends 70:1
sense 8:20,21 27:11 100:7 138:21 139:15 149:5 161:21,22
sentence 67:6 120:3 127:3 135:4 149:7,9 152:15
separate 85:7 143:8 159:20 171:8 187:2
separately 116:7
serve 47:10 48:15 49:17 66:9 71:20,22 75:21 76:24 118:21 195:5
serves 81:3
serving 74:8
set 15:9 40:19 41:23 49:5 51:19 66:7 123:2, 11 196:6
sets 17:20 161:23
settings 56:4,5
settle 159:13
settled 137:7 180:17
settlement 22:20 97:7,13,17,18,22 181:7, 8 182:5 192:9 199:6,17
settlements 136:21
settles 181:15
severity 74:1
sex 164:19
sexual 196:4
Shane 21:6 202:18
share 108:13 132:11 175:22
sharing 11:12 20:6 25:5 58:20 73:10 95:7 137:19
shit 177:2
shocking 192:10
shortly 61:10 80:4
show 12:25 35:12 38:7 90:9 196:19,24
showed 62:6 167:18
showing 166:22 192:11
side 116:12 126:22,24 143:8 192:12
sides 119:11 175:24
sign 21:25 39:19,22
signature 20:21 30:16,21 34:17,19 40:24 41:2,3,5 42:6,9 45:8,10,12 49:9
signed 21:5,9,19 33:19 34:14 37:6 40:1 44:5,14,16 49:15 57:7 110:17 195:8
signing 160:14
silly 103:14
SILVA 9:23
similar 74:11 81:17, 20
similarly 139:15
simple 149:1
simplified 119:19
simplifies 143:11
simplify 104:13 135:20
simply 147:7 165:6 172:8
simultaneously 166:21
sir 8:13 9:23 53:20 93:25 131:24 151:16 171:17 180:20
sister 172:12 187:2
sit 54:16 56:24 57:3 77:7,18 128:1
sitting 192:7
situation 56:9 164:3 166:14
skip 107:3 111:15
skipped 28:14 163:2
Skipping 189:6
smaller 62:4
snack 94:5
software 9:18
sole 66:2 68:21 88:16
solely 148:3 149:15
sort 37:13 92:14
sound 8:12 54:24,25
sounds 88:5 155:3
sources 79:10
speak 8:10 26:24 28:17 29:8 33:23 34:22 50:10 55:10 71:19 75:25 89:22 174:15

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 238 of 243

speaking 31:21 50:8 110:23 134:8 160:4 176:9 182:21
specific 14:21 69:25 73:1 80:1 92:5 96:23 124:2 131:22 132:10 145:4 175:15 187:3
specifically 13:6 16:25 25:1,4 48:14 106:4 131:4,14 133:15 162:21 166:9 176:20 185:5,10 186:9 188:10 191:18
specificity 116:6 125:6
specifics 24:21 34:12 86:7 136:12
speed 151:18
spelled 150:4
spells 186:7
spend 147:10 198:2
spent 31:14 187:7
spirit 114:25 128:2,7 143:6
split 127:7 157:15
splitting 127:22 128:11,13
spoke 13:19 16:9 29:4 50:12,22 55:13,17 63:12 89:12,24
spoken 75:20 78:19
squared 10:18
squarely 121:20
stab 30:15
stamp 65:17 68:11,14
stamped 42:25 88:10 95:16 167:21
stamps 89:5
stand 165:2
standard 30:1
standing 109:20
standpoint 113:1
stands 36:2 129:8
start 7:4,5 35:8 68:12 99:13 180:7 201:21
started 47:22 94:14 102:20
starting 35:9 76:22 95:19 107:3 124:11 134:20 180:19
starts 74:16 96:10,11 149:7 169:18 176:17 201:22
state 6:5 7:10 8:18 32:16 121:22 130:13 185:22 200:3
stated 166:9 191:23
statement 14:1,8 19:22 34:3 78:23 91:18 95:10,20 98:24 133:17 166:25 168:1,20 169:24 197:8,13
states 53:22 75:7
stay 155:10
Steno 13:1
step 38:1
steps 71:24
stick 37:14 123:25
sticks 157:2,3
stipulate 183:25
stipulation 12:15, 18,22,25 13:3 202:22 203:2
stop 20:6 25:5 30:6 58:20 68:2 73:10 87:19 89:3 92:10 95:7 118:4 137:19 177:18,21 178:1,2 184:7
stopping 80:9 187:25
straightforward 140:15
strike 63:3 81:6 99:10 112:10 124:24 152:19 162:6
strong 74:4 79:3
struck 99:23
structure 81:18,20
structured 156:12
struggling 47:24
stuff 68:9 195:23
stupid 182:13,16,17, 18
subcategory 164:11
subject 139:12 156:8 164:17
submission 161:10
submitted 27:6 48:21 161:2
subpart 23:1 105:20
subparts 180:13
substantive 20:17 30:18
sue 200:11,17 201:18
sugar 94:6
suggest 57:1
suggested 57:9
summarize 50:18 77:14 79:23 199:18
summary 50:19 201:17
supervening 144:17
supplement 13:25 14:1 17:12 18:3,19 22:19 31:18 43:1 48:7 53:24 54:2,3,8,10 55:14,18 67:19,23 76:6, 16,23 77:4,5,15,16 91:7,9 145:7 157:24 158:6,9
supplemental 41:22 47:8 49:4,15 51:18 53:11,12 74:15 94:21 164:4 194:15
supplemented 41:10 47:21
supplementing 48:22 144:18 146:22
supplements 24:10 48:10
support 57:10 58:5, 12 87:11 91:19 95:10 101:12,16,20 175:20 197:13
supporting 26:13 89:14 98:14 169:21
supportive 98:19
suppose 104:22 113:10 203:17
supposed 127:19 178:24
survivor 61:20 82:5 165:22
survivors 115:2 119:15 122:9 123:2
Survivors' 13:6 14:14 15:6,8,9 16:12,25 17:11,13,14,16,21 18:5 22:20 23:5,17,18,19,21, 25 24:3,16,20 25:2,7 43:10,16 46:25 47:1,2, 11,23 48:15 49:17 50:21 53:23 54:1,14 55:7,22 56:14,21 57:5 58:4 60:15 61:5,17 66:6 67:6,25 71:21 73:24 82:17 87:9 92:23 93:3 95:6 103:22 106:10 107:6,7,9,13 112:4 113:4,12,23 115:2 117:4,5,9,17,21,23 122:6 123:22 124:14 125:15,24 126:2,5,8,12, 19,21 130:5 132:18,24 133:9,10 137:22 138:25 140:20,23 143:2,3 144:15 145:6,24 147:2, 12,17,22 149:19,24,25 150:6 158:10,13 165:21 166:10 174:25 176:14 177:14 179:9,15 182:4 186:8 194:11,22 195:6 196:7 199:8,12,24 200:2 201:23 202:5
suspenders 134:12 179:13
swear 6:6,12

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 239 of 243

switch 103:8 118:5 124:1 187:6
sworn 6:18
sync 61:25 62:1 63:10
system 112:13 113:16 115:6,19 123:6 188:23 199:14 200:3

T

table 12:21 191:9
tags 68:9
tail 173:19
takes 82:8 130:20
taking 38:20 56:1 71:18 183:16 185:19
talk 13:17 15:3,21 19:9,11 27:14 33:4 72:23 85:23 103:13 125:24 138:22 183:12
talked 12:23 14:22 15:1 43:15 65:6 78:17 108:18 112:12 118:7 121:3 143:24 170:4 174:23 198:12 199:1
talking 7:20 13:25 22:10 26:2 30:22 31:12, 15 32:21 46:24 47:2 53:2 59:22 64:7 66:13 67:9 80:25 83:10,16 84:2,6,8,15 90:19 102:24 103:20 122:4 126:7 131:13 132:6 140:15 141:21,22 143:13,14,17 146:10 150:12 151:6 152:4 153:4,9 159:18 162:7 168:25 181:23
talks 26:6 116:20 146:10 147:12,22 150:3 194:22
tangent 20:5
targeted 14:23
team 72:17,22 78:3 185:1,5 188:11
Teams 70:5,9,10,11
technology 76:12
telling 192:14
term 22:9 97:2,13 117:25 125:18 139:8 141:11 152:4 190:14
terms 22:7 24:10 27:3 96:24 98:23 109:4 112:19 124:6 128:17,18 141:9 144:20 149:1 155:19 175:4 198:4 199:1,4
test 166:8,9
testified 6:19 34:2
testifies 34:15
testify 13:11 14:16,18 15:11,14 16:5,20 19:5, 18 28:8,15,25 29:14 33:15 34:8 36:3 37:9 38:3 111:2
testifying 8:1 101:19 108:24,25
testimony 9:1 64:4 108:17 197:21,22
text 30:21
that'd 91:17
thereof 95:11
thereto 13:8 15:11 171:1
thereunder 117:6
thing 7:20 16:24 25:25 44:22 54:23 79:13 86:7 94:19 119:13 135:20 152:2 183:4 195:14,17,22 196:12,13,22 198:10
things 8:12 17:10 18:12 33:12 44:19 52:3 86:25 92:5 140:16 165:3 172:6 173:19 192:15 194:7 202:25
thinking 69:21 93:8
thinks 31:12 108:11 110:5
thought 159:3
thousands 44:15
threw 62:19 182:14
throw 101:24
thrust 12:20
ties 38:16
Tim 184:3 193:6
time 11:7 12:4 22:11 31:15 35:5 38:22 44:19 48:14 50:3 54:6,15 58:15,17 66:17,23 67:18,24 69:21,23 70:2, 5 71:19 72:20,25 90:16 93:14 98:1,16 103:2 105:12,16 117:4,16,22 123:11 134:2 140:1 142:2 147:11 150:18 183:2,10,17 184:6 187:7 194:5,24 198:13
timeline 90:15,21
timely 105:7 107:15 139:3 161:2,10
times 69:25
timing 92:5 100:20 105:12
title 152:24
titled 152:7
today 8:1 9:1 12:8 13:11 14:18 16:6,21 19:5 28:15,25 29:14,21 34:4 35:7 36:2,20 54:16 59:10 69:12 70:2 77:7, 12,18 89:17 92:22 93:1 98:13 108:24 109:13 173:16 183:3 194:6 197:17,20
told 70:17 86:2
tomorrow 69:13 168:14
top 44:14,17 45:9 46:10 51:5 54:4 56:15 81:12 83:5 84:2 100:10, 11 151:25 159:16,25 171:25 172:4 192:13 201:20,22
topic 12:8,10,16 13:5, 9,11 14:12,16,18 15:6, 12,14,25 16:3,5,15,17, 20,23 17:11,14 18:25 19:2,5,16,18 25:13,17 27:14,15,18 28:8,11,15, 18,22,25 29:14 31:9 32:12 35:1,15 82:16,19 86:11 127:25 137:1,11 171:1 174:7 187:6
topics 11:24 12:1,2 15:24 18:24 25:12 29:12,13,17 30:3,25 31:11,19 32:3 35:24,25 38:23 83:9,10,16 84:6,8 102:22 110:25 141:25 142:12,24 168:25 170:20
Totally 191:17
touching 174:24
traditional 79:10
trained 71:1
transcript 84:19,20 86:15 142:23
transcripts 203:10
transfer 126:20 130:15
transferred 176:18, 23 179:15
transferring 130:11 147:9
translate 199:6
translates 199:4
treated 116:7 158:22
treatment 95:22
tremendous 103:2
trenches 21:22 34:14 110:17
trip 147:6 155:19
trouble 42:4
true 102:5 184:1 200:20,23 202:8,10
trust 13:6 14:14 16:12, 25 17:13 22:20 23:5,17, 18,19,21,25 24:3,16,20, 25 25:2,7 43:10,16 46:25 47:1 56:7,8 73:23,24 103:22 107:6 112:4 113:4,12,23 115:2 117:5,17,23 121:25 122:6 123:5,8,

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 240 of 243

22 124:14,20 125:15, 20,24 126:3,6,8,12,19, 21 130:5,7,16,20 132:18,24 133:9 134:10 137:22 138:25 140:21, 23 143:2 144:15 145:6, 24 146:19 147:2,13,17, 22 149:19,25 150:6 152:22 153:17 154:6,9, 12,25 158:10,13,22 159:23 161:18,25 162:9,19 164:16,20 165:21 166:10 174:25 176:14,18,21,23 177:14 179:9,16 181:25 182:4 185:18 186:8 195:6 196:7 199:6,8,12,24 200:2 201:23 202:5

trust's 133:11 134:11

trustee 15:6,8 17:11, 14,17,22 47:2,11,23 48:15 49:17 50:21 53:23 54:1,14,17 55:7, 22 56:1,14,21 57:5 58:4 60:15 61:5,17,21 66:6 67:6,25 71:21 74:12 82:18 87:9 92:23 93:4 95:6 106:10 107:7,9,14 117:4,10,16,21 137:22 138:25 143:3 194:11,23

Trustee's 15:9 18:5

trustees 61:20

trusts 195:1

truth 6:12,13 44:20

Tuesday 91:1

turn 95:8

turned 137:8

tying 113:15

type 54:23 96:12 120:7

types 137:4

U

uh-huh 68:13 129:10 154:21 169:15 182:10

uh-huhs 8:11

ultimately 90:12 108:10 109:4,15

umbrella 120:25

un 8:24

unable 89:13 109:21

unclear 122:6 150:10

uncomfortable 127:22

undated 170:23

underlined 129:5

underlying 124:17

underscore 68:15

understand 7:14, 18,19,25 8:2,3,6,17,18, 22 11:13,14 17:23 23:24 24:3 25:6,9 26:6 34:25 35:4 63:11,13 66:8 83:14 86:18,24 88:21 96:25 97:3,8 98:3 101:7 116:16,19 129:21 131:5,22 134:17 143:5 148:14 151:20 154:1, 18,19 176:25 181:22

understanding 8:15 17:18 18:4,11,18 24:7 27:24 32:1,20 33:1 55:1,2,6,21 56:25 57:6 63:18 66:16,18 69:5 73:16 81:17 82:3 98:2 99:22 100:1 101:3 104:14,20 110:13 117:8,15 127:18 140:17 142:9 143:1 147:7 148:22 154:2 157:5 185:14,15

understands 108:8 142:8

understood 8:20 159:3

undertake 48:16

uninsured 148:1

unknown 148:2 149:12,18

unliquidated 105:6

unpack 119:5,17 120:9

unreasonably 138:6

Unsecured 66:4 67:4 77:2 88:18

update 169:24

updated 168:14

updates 89:10 90:24

uploaded 204:8

V

vacation 69:20

vacuum 38:13

vague 26:17 141:8

vaguely 131:3

valuable 86:17

values 199:1

valuing 14:13 32:23

Ventura 88:15

verification 40:25 41:2 42:7,9 49:8,16

verified 47:9 48:21 139:18

verify 157:8

verifying 42:14

vers 14:10

versed 21:17

version 41:9 95:16

versions 14:5,6,10

view 81:23 114:5 119:19 123:17 145:23 148:16 155:14 163:15 165:25 168:9

viewer 180:21 184:13

VIII 115:22

virtue 200:9

W

wait 9:21 92:10 129:18

waiting 52:24 157:25 167:11 179:2,7,8

waive 134:22 193:9, 16

waiving 139:12

walked 65:5 194:19

walking 142:7

wanted 41:14 85:1 113:20 164:5 165:9 175:19

waste 36:18 103:2 194:24

wasted 36:15

ways 82:2 85:4,5 139:25 164:23 171:22

wealth 15:17

wears 82:7 84:24

website 203:9

Wednesday 6:1 67:20

weeds 109:18

week 7:8 14:9 71:19 197:8

weigh 127:24

Weisenberg 59:3,4, 25 60:19 61:11 78:13 79:23,25 89:13 90:20

Weiss 31:20,23 32:6, 17 33:18,21 36:7 37:1 38:11 52:7,10 80:12 178:5 183:8 202:16,21 203:4,7 204:3,8,12

West 80:9

Westport 6:7 13:2 32:18 36:8 38:11 98:6, 9,18

whatsoever 121:14

who've 165:6

Wicked 183:5

wider 82:7

wild 30:15

willingness 75:21

Case: 23-40523 Doc# 3201 Filed: 06/11/26 Entered: 06/11/26 15:47:16 Page 241 of 243

window 47:25
window's 59:20
wishes 196:21
withdraw 60:13 161:3,4
Wolf 183:5
Woodall 192:8
word 73:20 135:3,6,7, 8 143:7 178:25 196:18 197:18
words 8:9 145:8 147:6,7 166:12 191:16
work 48:1 52:11 64:1 70:2 78:4 92:16 99:22 108:9 127:19 129:17 165:9 176:15 179:20
worked 79:19
working 11:14 192:5, 7
works 9:18 56:25 70:4 93:15 108:11 133:6 142:8,10,13,15, 17,19 154:3 179:21
worries 158:3
wrap 202:17 204:4
write 8:9 65:25 68:20 88:15
writing 71:19
written 36:24 58:23 128:4,5,7
wrong 25:16 64:25 87:25 120:4
wrote 68:19 71:18 162:22

Y

y'all 151:3
year 31:19 34:8 36:3 39:23 102:24,25 168:4, 9,22 169:1,2,12 170:8 173:23
year's 31:5
year-old 170:22
years 136:19 137:2 148:4 168:21 169:14
yield 181:24

Z

zoom 10:3

CERTIFICATE OF SERVICE

I hereby certify that on June 11, 2026, a copy of the foregoing was filed through the Electronic Case Filing System of the United States Bankruptcy Court, Northern District of California and served electronically to all parties registered to receive notice via ECF.

Dated: June 11, 2026

/s/ S. Monique Belle