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**UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION**

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

**JOINT MOTION FILED BY THE DEBTOR
 AND 85 CLERGY EMPLOYEES OF THE
 DEBTOR TO QUASH AND MOTION FOR
 PROTECTION AGAINST OFFICIAL
 COMMITTEE OF UNSECURED
 CREDITORS' SUBPOENAS SERVED ON
 THE DEBTOR'S CLERGY EMPLOYEES**

Judge: Hon. William J. Lafferty

Date: May 13, 2025

Time: 10:30 a.m.

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

[In person or via Zoom]

1 The Roman Catholic Bishop of Oakland, a California corporation sole and debtor in possession
2 (the “Debtor”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”), together with
3 85 of its clergy employees (collectively, the “Clergy Employees” and, together with the Debtor, the
4 “Movants”), file this *Joint Motion to Quash and Motion for Protection Against the Official Committee of*
5 *Creditors’ Subpoenas Served on the Debtor’s Clergy Employees* (the “Motion”). The Movants request the
6 85 subpoenas (the “Clergy Employee Subpoenas”) served by the Official Committee of Unsecured
7 Creditors (the “Committee”) on the Debtor’s Clergy Employees either be quashed by this Court in their
8 entirety or alternatively that this Court prohibit enforcement of the Clergy Employee Subpoenas. The
9 Movant’s proposed form of order is attached hereto as Exhibit A.

10 SUMMARY OF ARGUMENT

11 The Court should quash the 85 Clergy Employee Subpoenas served on the Debtor’s Clergy
12 Employees and/or issue a protective order under Federal Rule of Civil Procedure 26(c). The Clergy
13 Employee Subpoenas request the same documents the Committee is also requesting from the Debtor. The
14 Debtor is obligated to respond to the requests directed to the Debtor on its own behalf, which includes
15 collecting all responsive information within its possession, custody, or control. This obligation extends to
16 gathering responsive information from its employees, including the Clergy Employees. While an
17 employee of an organization may have *access* to documents, they do not have a legal right of possession,
18 custody, or control over their employer’s documents. Those documents are owned by the Debtor and will
19 be (and in many respects already have been) produced by the Debtor if they are responsive and not subject
20 to any privilege or other protection against production.

21 The 85 Clergy Employee Subpoenas are harassing, unduly burdensome, and a waste of estate
22 resources. The requests are largely duplicative of requests already served on the Debtor and, if enforced,
23 would place a substantial burden on the Clergy Employees and the Debtor, requiring either the retention
24 of separate counsel for each Clergy Employee or the expenditure of significant resources to respond
25 individually on behalf of each. In short, responding to the 85 Clergy Employee Subpoenas would divert
26 critical resources from the Debtor’s reorganization and all this effort will yield minimal return. The
27 employees themselves do not have any personal right of possession or custody over the requested
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documents, making the cost of compliance vastly disproportionate to any potential benefit. *See Bass Underwriters, Inc. v. Kono*, No. 2:22-CV-00138-RFB-EJY, 2024 WL 5010129, at *3 (D. Nev. Apr. 17, 2024) (refusing to compel employee to produce employer documents because “the Ninth Circuit rejects the argument that a party’s ‘practical ability’ to access documents establishes legal control in the Ninth Circuit.”)

The Clergy Employee Subpoenas would disrupt the business operations of the Clergy Employees and their staff and sweep far beyond any permissible scope under Rule 26. Courts routinely quash such overbroad third-party and employee subpoenas, especially where the requesting party could have—and in fact has—sought the same documents from the party itself. Moreover, the documents requested by the Committee that arguably are relevant to Plan confirmation have already been sought through informal discovery and produced by the Debtor. Additional responsive documents will be produced by the Debtor in accordance with its obligations under applicable discovery rules and the law. Under these circumstances, good cause exists for the Court to either quash the subpoenas or enter a protective order to prohibit further enforcement of the subpoenas.

RELEVANT BACKGROUND

On May 8, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for chapter 11 bankruptcy relief under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”). The Debtor continues to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case. On May 23, 2023, the Office of the United States Trustee for Region 17 appointed the Committee in this Chapter 11 Case. *See* Docket No. 66. The Debtor is a corporation sole organized under the laws of the State of California. The Debtor conducts its civil affairs under the laws of the State of California and the United States of America and in accordance with the Code of Canon Law, the ecclesiastical law of the Roman Catholic Church.

On April 3, 2025, the Debtor filed its *Third Amended Disclosure Statement for Debtor’s Third Amended Plan of Reorganization* (the “Disclosure Statement”). [Docket 1874]. The Disclosure Statement attached the *Debtor’s Third Amended Plan of Reorganization* (the “Plan”) as Exhibit A. [Docket No.

1 1874-1.] The Court approved the Disclosure Statement and established procedures for Plan Solicitation
2 on April 4, 2025. [Docket No. 1877]. In furtherance thereof, the Court entered a pre-confirmation
3 scheduling order, governing, among other things, discovery between the parties in anticipation of the
4 confirmation hearing. [Docket No. 1893].

5 In the nearly two years since the Petition Date, the Committee has requested, and the Debtor has
6 produced to the Committee, a multitude of documents.¹ Following an initial meeting with the Debtor
7 shortly after the Petition Date, the Committee delivered to the Debtor 71 separate requests for documents
8 (via correspondence dated June 5, 2023) (the “June 2023 Document Request”).² This was the first of many
9 document requests from the Committee to the Debtor. The Debtor complied with the Committee’s
10 informal document requests, with very few objections, and at no point did the Committee file a motion
11 with the Court alleging any deficiency in the Debtor’s production or asserting that additional documents
12 were required.³

13 The Debtor acknowledges of course the Committee is entitled to issue formal discovery requests
14 in connection with its objection to confirmation of the Debtor’s Plan. The Debtor had anticipated that, in
15 connection with Plan confirmation, the Committee would tailor its discovery requests to reflect the
16 extensive productions already made over the past two years. Specifically, the Debtor assumed the
17 Committee would limit its requests to only those documents it had not yet received. The Committee did
18 not do this. Instead, the Committee elected to serve broad discovery requests as though requesting
19 documents from the Debtor for the very first time—seeking virtually all documents on every conceivable
20 topic, including many that duplicate, sometimes verbatim, the requests from its June 2023 Document
21 Request, to which the Debtor has already responded.

22 On April 11, 2025, the Debtor and Committee exchanged written discovery requests pursuant to
23 the Court’s scheduling order on Plan confirmation. The Committee’s discovery requests consisted of the
24 following:

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¹ Exhibit G, Decl. of Matthew Lee at ¶¶ 3-6

27 ² A true and correct copy of these document requests are attached hereto as Exhibit B.

28 ³ Exhibit G, Decl. of Matthew Lee, ¶ 7.

- 97 separate document requests for production⁴ served on the Debtor
- 19 interrogatories⁵ served on the Debtor
- the 85 Clergy Employee Subpoenas, each of which consist of 10 requests for production⁶
- 32 requests for production in the subpoena served on the Debtor's financial advisor, VeraCruz Advisory, LLC
- Subpoena to Bishop Michael C. Barber, SJ consisting of an additional 12 requests for production
- Subpoena and request for documents served on the Unknown Abuse Claims Representative (10 requests for production)
- Subpoena and request for production served on non-debtor Adventus (10 requests for production)
- Subpoena and request for production served on non-debtor The Roman Catholic Cemeteries of the Diocese of Oakland (31 requests for production)
- Subpoena and request for production served on non-debtor The Roman Catholic Welfare Corporation of Oakland (10 requests for production)⁷

In sum, the Committee has propounded, literally, *nearly 1,000 discovery requests*. With respect to the Clergy Employee Subpoenas, the Committee propounds 10 identical requests to each of the Debtor's Clergy Employees, seeking internal communications between and among the Clergy Employees, the college of consultants, the finance council, Bishop Barber, and/or the Debtor relating to a host of issues.

⁴ A true and correct copy of these document requests are attached hereto as Exhibit C.

⁵ A true and correct copy of these interrogatories are attached hereto as Exhibit D.

⁶ A true and correct copy of one of these subpoenas is attached hereto as Exhibit E. The subpoenas are identical, so only one is included with this Motion as a sample for the remaining 84 Clergy Employee Subpoenas.

⁷ Exhibit G, Decl. of Matthew Lee, ¶ 10.

1 These requests are largely duplicative of the requests served on the Debtor.⁸ There is no good reason for
2 the Committee to be permitted to pursue 85 of the Debtor's Clergy Employees for the same information
3 it is requesting from the Debtor. Moreover, even if the Committee wants to pursue something different
4 from or in addition to what it is already requesting the Debtor produce, it should not be permitted to direct
5 its request to the Debtor's employees – such requests should be directed to the Debtor itself.

6 ARGUMENT AND AUTHORITIES

7 I. The Court Should Quash the Clergy Employee Subpoenas Because It Imposes an Undue 8 Burden.

9 Federal Rule of Civil Procedure 45, made applicable by Federal Rule of Bankruptcy Procedure
10 9016, governs the issuance of third-party subpoenas and sets forth the standards under which a subpoena
11 must be quashed or modified. A court “must quash or modify a subpoena that,” among other things,
12 “subjects a person to undue burden.” Fed. R. Civ. P. 45(d)(3)(A)(iv). The scope of production of
13 documents under Rule 45 is the same as the scope under Rule 26(b). *See Amini Innovation Corp. v.*
14 *McFerran Home Furnishings, Inc.*, 300 F.R.D. 406, 409 (C.D. Cal. 2014); Fed. R. Civ. P. 45, Advisory
15 Committee Note, subdivision (d) (“The added last sentence of amended subdivision (d)(1) properly gives
16 the subpoena for documents or tangible things the same scope as provided in Rule 26(b), thus promoting
17 uniformity.”). Rule 26 permits the discovery of non-privileged material that is “relevant to the claim or
18 defense of any party.” Fed. R. Civ. P. 26(b). “[I]f the sought after documents are not relevant nor calculated
19 to lead to the discovery of admissible evidence, then any burden whatsoever imposed ... would be by
20 definition undue.” *Compaq. Computer Corp. v. Packard Bell Elecs.*, 163 F.R.D. 329, 335–36 (N.D. Cal.
21 1995).

22 “In determining whether a subpoena poses an undue burden, courts ‘weigh the burden to the
23 subpoenaed party against the value of the information to the serving party.’” *Amini Innovation Corp.*, 300
24 F.R.D. at 409 (quoting *Moon v. SCP Pool Corp.*, 232 F.R.D. 633, 637 (C.D. Cal.2005)). “To determine
25 whether a subpoena constitutes an undue burden, courts balance six factors: (1) the relevance of the
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27 ⁸ Attached hereto as Exhibit F is a comparison chart of the Clergy Subpoena requests and the document requests served
28 concurrently on the Debtor.

1 information requested; (2) the need of the party for production; (3) the breadth of the request for
2 production; (4) the time period covered by the subpoena; (5) the particularity with which the subpoena
3 describes the requested production; and (6) the burden imposed.” *Televisa, S.A. de C.V. v. Univision*
4 *Commc’ns, Inc.*, No. CV 05-3444 PSGMANX, 2008 WL 4951213, at *2 (C.D. Cal. Nov. 17, 2008).
5 “While discovery is a valuable right and should not be unnecessarily restricted, the ‘necessary’ restriction
6 may be broader when a non-party is the target of discovery.” *Dart Industries Co., Inc. v. Westwood*
7 *Chemical Co.*, 649 F.2d 646 (9th Cir. 1980).

8 Here, the Committee’s discovery must be relevant to plan confirmation. Namely, a likely
9 cramdown of the plan, “which provides that the court, on request of the proponent of the plan, shall
10 confirm the plan notwithstanding the objection of an impaired creditor ‘if the plan does not discriminate
11 unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under,
12 and has not accepted, the plan.’” *In re Arnold & Baker Farms*, 85 F.3d 1415, 1420 (9th Cir. 1996) (quoting
13 11 U.S.C. § 1129(b)(1)).

14 The document requests contained in the 85 Clergy Employee Subpoenas seek information with no
15 bearing on the central question before the Court: whether the Debtor can propose and confirm a feasible
16 plan of reorganization under Chapter 11. As such, these requests are not relevant, not reasonably calculated
17 to lead to the discovery of admissible evidence, and impose an undue burden on non-party Clergy
18 Employees without justification. *First*, the requests—seeking internal communications between the
19 Clergy Employees, the College of Consultors, the Finance Council, Bishop Barber, and/or the Debtor
20 regarding “Abuse Claims or the Chapter 11 case”—are overly broad and lack a direct nexus to
21 confirmation issues. Commentary or discussion among Clergy Employees who do not have decision-
22 making authority with respect to the Chapter 11 process will not yield material information regarding the
23 Debtor’s assets, liabilities, or its ability to fund and implement a reorganization plan. To the extent there
24 would be any relevant communications, those communications would necessarily involve the Debtor and,
25 therefore, could be obtained directly from the Debtor.

26 *Second*, the Debtor acknowledges that documents relating to the Debtor’s restricted assets, donors,
27 and church donations may be relevant to the Debtor’s estate. The Committee’s requests, however, seek
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1 information from Clergy Employees who are unlikely to possess authoritative or unique records on donor
2 intent or asset designation. The Debtor, not its Clergy Employees, is the legal titleholder of its property
3 and the proper party to provide evidence regarding the nature of its assets. It has already produced dozens
4 of documents to the Committee concerning restricted assets, and did so more than a year ago. Scattered,
5 anecdotal communications among parish priests regarding restricted assets – even if they exist – would
6 have marginal utility and is vastly outweighed by the burden of compliance.

7 *Third*, communications regarding the Mission Alignment Process (“MAP”) relates primarily to
8 internal strategic planning and parish realignment—not to the Debtor’s solvency, proposed treatment of
9 claims, or feasibility of the Plan. Moreover, MAP was performed entirely by the Debtor and its agents and
10 consultants on a diocese-wide basis, not by the individual Churches. Although MAP may have operational
11 consequences for individual Churches, discovery into discussions surrounding its formulation by Clergy
12 Employees does not inform the Court’s determination of whether the Debtor’s plan complies with the
13 requirements of 11 U.S.C. § 1129. This line of inquiry to the Clergy Employees, therefore, constitutes a
14 collateral issue that will simply divert attention and resources away from the core reorganization process.

15 *Fourth*, the request for documents relating to loans made by Clergy Employees on behalf of the
16 Church, Bishop, Debtor, Non-Catholic Entities, or third parties is vague, speculative, and untethered to
17 any known financial record. There is no indication that Clergy Employees acted as lenders or financial
18 agents for the Debtor in any formal capacity, and the request fails to articulate how such alleged
19 transactions—if they exist at all—bear on the Debtor’s current financial posture or reorganization
20 prospects. Any loans involving the Debtor (the only loans that would at all be relevant to plan
21 confirmation) could certainly be obtained by the Debtor. This request appears to be a fishing expedition
22 unsupported by any factual predicate.

23 Each of these document requests seeks material that is, at best, tangential to the core issues of plan
24 feasibility, creditor treatment, and estate value. They are burdensome, duplicative, and unlikely to produce
25 information that would materially affect confirmation proceedings. A stray e-mail here or there from one
26 priest to another is not going to have any impact on the confirmability of the Plan. And to the extent the
27 discovery requests have any relevancy at all, responsive documents can be (and in many respects already
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has been) obtained from the Debtor. The Court should therefore limit or quash these subpoenas as authorized under Rule 45(d)(3) to protect against undue burden and irrelevance.

II. The Clergy Employee Subpoenas Are Intended to Unduly Burden the Debtor by Burdening the Debtor's Employees.

Where, as here, an employer is acting on behalf of its employees or agents in responding to a subpoena, it has standing to move to quash the subpoenas. *See Televisa*, 2008 WL 4951213, at *2 (holding that, because the defendant “is acting on behalf of the three witnesses, it has standing to move to quash the subpoenas,” where plaintiff served subpoenas on the defendant’s board chairman, and two employees of the company that acquired defendant’s subsidiary); *Arredondo v. Univ. of La Verne*, No. CV2007665MCSRAO, 2021 WL 6104410, at *3 (C.D. Cal. Nov. 22, 2021) (“Here, because the subpoenas at issue plainly seek Plaintiff’s personal information, Plaintiff has standing to challenge their scope.”).

The Clergy Employee Subpoenas are directed at the Debtor’s employees—the Clergy Employees of RCBO. While the Committee *claims* these subpoenas seek documents in their individual capacity, the subpoenas on their face seek information belonging to the Churches and thus belonging to the Debtor. In fact, some employee priests received *multiple* subpoenas because the priest is associated with or is the pastor of multiple Churches.⁹ As such, the burden of compliance does not exclusively lie with the Clergy Employees; the subpoenas expressly implicate the Debtor’s Churches and estate. The subpoenas at issue here seek information maintained by the Debtor, implicate the Debtor’s privileged or proprietary materials, and will require the Debtor’s coordination or resources to respond. The Debtor is not a mere bystander, but will rather be the directly burdened party. *See, e.g., AGV Sports Group, Inc. v. Protus IP Solutions, Inc.*, 2010 WL 1529195 (D. Md. 2010), certified question answered, 417 Md. 386, 10 A.3d 745 (2010) (holding defendant had standing to challenge subpoena to nonparty because it sought production of internal documents related to defendant's employees, operations and technology). Accordingly, the Clergy Employee Subpoenas necessarily implicate the Debtor’s own rights and obligations, and imposes a practical burden on the Debtor to respond to the Clergy Employee Subpoenas.

⁹ Attached hereto as **Exhibit H** is a true and correct copy of two subpoenas, both served on Father Jayson Landez.

A. The Clergy Employee Subpoenas Impose a Disproportionate Burden to Obtain Documents that Have no Value to Plan Confirmation.

“An evaluation of undue burden requires the court to weigh the burden to the subpoenaed party against the value of the information to the serving party.” *Moon v. SCP Pool Corp.*, 232 F.R.D. 633, 636 (C.D. Cal. 2005). A court must limit discovery if “the discovery sought is unreasonably cumulative or duplicative” or “the burden or expense of the proposed discovery outweighs the likely benefit....” Fed. R. Civ. P. 26(b)(2)(c). “A party’s right to take discovery is subject to certain limitations on the frequency and extent of discovery regarding proportionality between the costs and benefits of discovery, including Rules 26(b)(2)(C) and 45(d)(1) of the Federal Rules of Civil Procedure.” *In re Morreale Hotels LLC*, 517 B.R. 184, 196 (Bankr. C.D. Cal. 2014).

In addition to the fact that the requests in the Clergy Employee Subpoenas are not relevant to plan confirmation (as discussed above), the Clergy Employee Subpoenas should be quashed for the following additional reasons: (i) they seek Debtor documents, *which are available from the Debtor*; (ii) they wrongfully burden the individual Clergy Employees, their staff, and their operations, by serving overly broad and burdensome requests; and (iii) they impose great cost and expense to the estate and the Debtor, which must facilitate compliance with the subpoenas. Each of these reasons provide an independent basis for quashing the Clergy Employee Subpoenas.

i. The Committee Abuses the Subpoena Process by seeking Debtor Documents through Third Parties/Employees of the Debtor in their Supposed “Individual” Capacities.

The Clergy Employee Subpoenas serve no legitimate discovery purpose and instead are calculated to harass the Debtor and its employees. “In its undue burden inquiry, the Court properly may evaluate whether information requested through a nonparty subpoena is readily available from a party.” *Duong v. Groundhog Enters., Inc.*, No. 2:19-CV-01333-DMG-MAA, 2020 WL 2041939, at *7 (C.D. Cal. Feb. 28, 2020). In this regard, “[d]istrict courts also have broad discretion to limit discovery to prevent its abuse.” *Freed v. Home Depot U.S.A., Inc.*, No. 18CV359-BAS (LL), 2019 WL 582346, at *2 (S.D. Cal. Feb. 13, 2019) (internal citations omitted). Moreover, Courts routinely grant motions to quash where subpoenas

1 were “served for the purpose of annoying and harassment and not really for the purpose of getting
2 information.” *Mattel, Inc. v. Walking Mountain Prods.*, 353 F.3d 792, 813-14 (9th Cir. 2003).

3 The requests contained in the Clergy Employee Subpoenas seek documents that were previously
4 produced or are also being requested from the Debtor in the at least 98 requests for production already
5 propounded to the Debtor.¹⁰ For example, Request Nos. 1-8, and 10 (9 of the 10 requests) seek
6 communications between the Clergy Employees, College of Consultors, the Finance Council, the Bishop
7 and/or the Debtor. On their face, these requests seek documents plainly in the custody or control of the
8 Debtor. Thus, whatever the Committee is looking for with this request would undoubtedly be satisfied by
9 the voluminous requests already propounded to the Debtor.¹¹ The Clergy Employee Subpoenas do not
10 seek any novel or unique documents that have not already been produced, or that are not covered through
11 party discovery; their duplicative nature provides no substantive value to the confirmation process. Rather,
12 the practical effect—and likely the intent—of serving 85 subpoenas on priests is to impose unnecessary
13 cost, disruption, and burden on the Debtor, its operations, and its personnel – some of which has already
14 occurred. This Court should find that the volume, duplicative nature, and source of the information sought
15 render these subpoenas improper and abusive.

16 *ii. The Clergy Employee Subpoenas Impose a Significant Burden on the Clergy*
17 *Employees.*

18 “Courts are particularly reluctant to require a non-party to provide discovery that can be produced
19 by a party. Accordingly, a court may prohibit a party from obtaining discovery from a non-party if that
20 same information is available from another party to the litigation.” *Amini*, 300 F.R.D. at 409-10 (internal
21 citations and quotations omitted).

22 The Clergy Employee Subpoenas impose a significant and undue burden on the Clergy Employees
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25 ¹⁰ See Exhibit F, Document Request Comparison Chart.

26 ¹¹ See Exhibit C, Committee’s Requests for Production to the Debtor (**RFP 47:** All Documents and Communications
27 Concerning Abuse Claims; **RFP 48:** Documents and Communications Concerning Your process for assessing the Abuse
28 Claims; **RFP 50:** Documents and Communications Concerning Your process for valuing the Abuse Claims; **RFP 51:**
Documents and Communications concerning the validity or valuation of Abuse Claims; **RFP 56:** Documents and
Communications concerning any settlement, termination, payment, satisfaction, or resolution of Abuse Claims).
(summarizing).

1 and their Church operations. These Clergy Employees have significant managerial responsibilities in
2 addition to their responsibilities to their parishioners. Responding to broad and overreaching document
3 requests disrupts their ability to perform essential functions.¹² In addition to diverting the Clergy
4 Employees' time, the subpoenas necessarily implicate their staff and IT teams (or would require outside
5 IT consultants), who must assist in identifying, collecting, and producing responsive materials. Many of
6 these individuals are volunteers or lack sophistication required by this complex reorganization
7 proceeding.¹³ Although the Debtor is bearing the cost of legal counsel to coordinate compliance,
8 facilitating these responses will still require extensive interviews with the Clergy Employees and technical
9 personnel, followed by an overhaul of operations for document retrieval—efforts that will significantly
10 disrupt daily operations. This level of intrusion is particularly unwarranted where the requests are
11 duplicative of those already served on the Debtor and do not seek novel or unique information. The scope
12 and breadth of the Clergy Employee Subpoenas, directed at Clergy Employees in their individual
13 capacities, far exceed what is reasonable or proportional to the needs of the case and should be quashed
14 on that basis.

15 ***iii. The Clergy Employee Subpoenas Impose a Significant Burden on the Debtor***
16 ***and Wastes Estate Resources.***

17 The Clergy Employee Subpoenas impose an undue burden on the Debtor and the Estate because
18 it will require significant estate resources to coordinate responses for documents that add little to no value
19 to the Committee or plan confirmation. *First*, the sheer volume of subpoenas is excessive and imposes a
20 significant logistical and financial burden on the Debtor (thereby burdening the Estate further).
21 Coordinating responses from each of the Debtor's priests across 85 discrete organizations—all of whom
22 require legal guidance, document retrieval assistance, or administrative support—will require substantial
23 time and financial resources from the Debtor, diverting attention and capacity away from critical
24 reorganization efforts. These individuals—employees of the Debtor—have little, if any, experience with
25 legal proceedings, require attorney assistance which they cannot individually afford, and therefore require
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27 ¹² Exhibit I, Bardos Decl. at ¶¶7-8.

28 ¹³ *Id.*

1 the Debtor's intervention in facilitating responses. Counsel for the Debtor will have to spend countless
2 hours responding to the 85 Clergy Employee Subpoenas. Even assuming only 3 hours of professional time
3 per subpoena (and that is a very conservative assumption to respond in full to the document requests
4 contained in each subpoena), the additional cost to the estate to respond to the 85 Clergy Employee
5 Subpoenas would be ~240 hours of professional time, not including consultants who would likely be
6 needed to assist in certain of the document retrieval.¹⁴

7 In essence, the Clergy Employee Subpoenas require the Debtor respond in writing and with
8 document production to 850 requests for production across 85 different employees who work with
9 different personnel and data storage methods. In all, counsel for the Debtor projects compliance with the
10 Clergy Employee Subpoenas will cost the estate hundreds of thousands of dollars if not more.¹⁵ Courts
11 have routinely found that the volume of requests can, in itself, support a finding of undue burden when it
12 imposes disproportionate costs or operational disruption. And here, the subpoenas are duplicative of
13 discovery requests already propounded directly to the Debtor. To the extent the Debtor has already
14 produced—or is in the process of producing—responsive documents and testimony on the same topics,
15 issuing near-identical requests to dozens of employees creates needless redundancy and imposes
16 additional burdens without corresponding benefit. Under Rule 45(d)(1), parties are obligated to avoid
17 imposing undue burden or expense on third parties, and courts are empowered to quash subpoenas that
18 fail to meet that standard. In light of these factors—volume, cost, irrelevance, and duplication—the
19 subpoenas should be deemed unduly burdensome and quashed.

20 **III. Alternatively, the Court Should Enter a Protective Order Barring Compliance with the**
21 **Clergy Employee Subpoenas**

22 The Court should enter a protective order pursuant to Rule 26 barring compliance with the Clergy
23 Employee Subpoenas. Federal Rule of Civil Procedure 26(c)(1) provides, in relevant part:

24 The Court may, for good cause, issue an order to protect a party or person from annoyance,
25 embarrassment, oppression or undue burden or expense, including one or more of the
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27 ¹⁴ Exhibit G, Decl. of Matthew Lee at ¶¶ 8-9.

28 ¹⁵ *Id.* at ¶ 8.

1 following:

2 (A) Forbidding the disclosure or discovery;

3 ...

4 (C) Prescribing a discovery method other than the one selected by the party
5 seeking discovery;

6 (D) Forbidding inquiry into certain matters, or limiting the scope of
7 disclosure or discovery in certain matters;

8 ...

9 The scope of discovery extends to any non-privileged matter that is relevant to “any party’s claim or
10 defense,” subject to the Court’s power to limit discovery when it finds that the burden of discovery sought
11 outweighs its likely benefit. Fed. R. Civ. P. 26(b)(1), (b)(2). “Courts possess broad discretion in
12 determining what constitutes good cause to issue a protective order and in fashioning the terms of such
13 protective order.” *Tomahawk Mfg., Inc. v. Spherical Indus., Inc.*, 344 F.R.D. 468, 471 (D. Nev. 2023).
14 “When determining whether to grant a protective order under Rule 26(c), courts conduct a balancing test.
15 The court must weigh the probative value of the information sought against the interests of the party from
16 whom the information is sought.” *Silva v. Campbell*, 378 F. Supp. 3d 928, 931 (E.D. Wash. 2018) (citing
17 *Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002)). As
18 discussed, discovery is improper if it is “unreasonably cumulative or duplicative,” can be obtained from a
19 more convenient source, or if its burden cannot be justified in view of the likely benefit. Fed. R. Civ. P.
20 26(b)(2)(C). “Requiring subpoenaed parties to produce all contracts, agreements and sales data related in
21 any way to [a party] would be extremely costly and burdensome. Such ‘unfocused fishing expeditions’
22 are discouraged by Federal Rule of Civil Procedure 26(b). . . .” *Cabell v. Zorro Prods., Inc.*, 294 F.R.D.
23 604, 609 (W.D. Wash. 2013); *see also Gen. Conf. of the Evangelical Methodist Church v. Crossing*
24 *Church, Inc.*, No. 1:11-CV-00643-REB, 2013 WL 872474, at *1 (D. Idaho Mar. 8, 2013) (“good cause
25 exists to protect Plaintiff from the burden and expense of having to respond to discovery that is not
26 relevant...”).

27 For example, in *Xcentric Ventures, LLC v. Borodkin*, the plaintiff, pursuing a malicious
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1 prosecution claim arising from a previously dismissed state court action, served discovery requests on a
2 non-party seeking non-privileged information between the defendant, the defendant's former attorney,
3 and employees of the defendant, related to the underlying litigation. 934 F. Supp. 2d 1125, 1144 (D. Ariz.
4 2013), *aff'd*, 798 F.3d 1201 (9th Cir. 2015). The court found the requests overbroad and irrelevant, noting
5 that some of the individuals had no involvement in the underlying action and that many of the
6 communications sought were likely protected by privilege. *Id.* at 1144–45. Accordingly, the court quashed
7 the request, emphasizing the importance of narrowly tailoring discovery to relevant and non-privileged
8 material. *Id.* In another case, *Canell v. Department of Corrections*, the Eastern District of Washington
9 found good cause existed “prohibiting Plaintiff from requesting any further discovery responses and/or
10 motions to compel ... due to Plaintiff’s abuse of the discovery process.” No. CV-09-3054-RHW, 2010
11 WL 174314, at *1 (E.D. Wash. Jan. 15, 2010). There, the Court noted the Department provided 230 pages
12 of documents with its initial disclosures and 1,098 pages of documents during discovery. The Court
13 likewise noted that the plaintiff repeatedly issued duplicative discovery requests. Based on these facts,
14 “The Court conclude[d] that Plaintiff has abused the discovery process as evidenced by the quantity and
15 nature of the discovery requests.” *Id.*

16 For the same reasons stated in the Motion to Quash, good cause exists under Rule 26(c) to enter a
17 protective order prohibiting enforcement of the Clergy Employee Subpoenas. The Clergy Employee
18 Subpoenas are overly broad, duplicative, and seek information already requested or produced from the
19 Debtor, making the Clergy Employee Subpoenas both unnecessary and unduly burdensome. As discussed,
20 the Debtor has already participated in extensive document productions to the Committee. Through these
21 subpoenas, the Committee is requiring the Debtor to undergo burdensome discovery exercises multiple
22 times. The vast majority of relevant documents have been or will be produced by the Debtor. These
23 requests, by their nature, are unduly burdensome by sheer volume.

24 In *Xcentric Ventures, LLC v. Borodkin*, the court quashed similar third-party discovery requests
25 seeking all non-privileged information between a party, its former attorney, and the party’s employees,
26 concerning underlying litigation related to plaintiff’s malicious prosecution claim. 934 F. Supp. 2d at
27 1144. The court found the requests overbroad and irrelevant where some individuals had no involvement
28

1 in the underlying litigation and many of the communications were likely privileged. *Id.* at 1144–45. The
2 court emphasized the importance of tailoring discovery to relevant, non-privileged material—a principle
3 plainly violated by the sweeping nature of the subpoenas at issue here. Similarly, in *Canell v. Department*
4 *of Corrections*, the court found good cause for a protective order where the plaintiff abused the discovery
5 process through duplicative requests and unnecessary volume after the defendant had produced extensive
6 documentation. No. CV-09-3054-RHW, 2010 WL 174314, at *1 (E.D. Wash. Jan. 15, 2010). The
7 subpoenas served on the Clergy Employees, many of whom have no direct involvement in plan
8 development or confirmation, mirror these abuses. The Debtor is already producing responsive documents
9 and is incurring substantial cost by paying its counsel to coordinate interviews with the Clergy Employees
10 and their staff, collect records, and conduct privilege reviews—creating business disruption and
11 operational strain across the Diocese. These burdens, coupled with the lack of any new or relevant
12 discovery purpose, demonstrate a clear abuse of the discovery process, impose an undue burden and
13 expense on the Debtor and Clergy Employees, and justify issuance of a protective order.

14 CONCLUSION

15 For the reasons stated herein, the Debtor and the individuals subject to the Clergy Employee
16 Subpoenas respectfully request the Court enter the order filed concurrently herewith, either (1) quashing
17 the Clergy Employee Subpoenas in their entirety or (2) prohibiting enforcement of the Clergy Employee
18 Subpoenas.

19 DATED: April 25, 2025

FOLEY & LARDNER LLP

20 Shane J. Moses
21 Ann Marie Uetz
22 Matthew D. Lee
23 Geoffrey S. Goodman
24 Mark C. Moore

/s/ Shane J. Moses
SHANE J. MOSES

25 *Counsel for The Debtor*
26 *And Debtor in Possession*
27
28

EXHIBIT A

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*Counsel for the Debtor
and Debtor in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

**[PROPOSED] ORDER GRANTING
DEBTOR AND DEBTOR'S CLERGY
EMPLOYEES JOINT MOTION TO QUASH
AND FOR PROTECTION AGAINST
CLERGY EMPLOYEE SUBPOENAS**

Judge: Hon. William J. Lafferty

Date: May 13, 2025

Time: 10:30 a.m.

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

Upon consideration of the *Joint Motion to Quash and Motion for Protection Against the Official Committee of Creditors' Subpoenas Served on the Debtor's Clergy Employees* (the "Motion")¹ filed by The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO"), joined by 85 of its Clergy Employees, in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"), and due notice having been properly provided; and the Court having considered the papers and oral arguments submitted by counsel; and for good cause shown,

IT IS HEREBY ORDERED that:

1. For all the reasons stated on the record, the Motion is hereby granted. The Clergy Employee Subpoenas are hereby quashed in their entirety, and a protective order is hereby issued such that the Clergy Employees are not required to produce any responsive documents, and need not respond to, or otherwise comply with, the document requests therein.

2. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of or interpretation of this Order.

*** END OF ORDER ***

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

COURT SERVICE LIST

All ECF Recipients.

EXHIBIT B



Jeffrey D. Prol
Partner

One Lowenstein Drive
Roseland, New Jersey 07068

T: (973) 597-2490
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June 5, 2023

VIA EMAIL

Ann Marie Uetz, Esq.
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Matthew D. Lee, Esq.
Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104

**Re: *In re The Roman Catholic Bishop of Oakland*, Case No. 23-40523 (WJL)
The Committee's First Set of Document Requests to the Debtor**

Dear Counsel:

As you know, this firm represents the Official Committee of Unsecured Creditors (the "Committee") of the above-referenced debtor (the "Debtor" or "RCBO"). To assist the Committee in fulfilling its fiduciary duties and to aid it in better understanding, *inter alia*, the Debtor, its corporate structure and affiliates, and its claims against certain insurers, the Committee requests that the Debtor produce the documents called for in the attached requests (the "Requests").

Unless otherwise indicated, all Requests are for the period between May 8, 2013 and May 8, 2023 (the "Petition Date"). These are our initial information requests and we expect to request further information as our review continues.

Once you have had a chance to review the Requests, we can confer on a timetable for production, and can discuss any questions or clarifications regarding the scope of the production requested.

/s/ Jeffrey D. Prol
Jeffrey D. Prol, Esq.

Enclosures

CC: Jeffrey R. Blease, Esq.
Thomas F. Carlucci, Esq.
Michael A. Kaplan, Esq.
Brent Weisenberg, Esq.
Colleen M. Restel, Esq.

**FIRST SET OF REQUESTS FOR THE PRODUCTION OF
DOCUMENTS DIRECTED TO THE DEBTOR**

I. Corporate Structure and Background

1. All organizational charts setting forth the ownership and/or relationship between the Debtor and (i) the Catholic parishes within the Debtor's territory (the "Parishes"), (ii) any other charitable, educational, and/or religious-affiliates within the diocese which are supported by and may, at times, be administered by the Debtor, (the "Other Catholic Entities"), and (iii) any religious orders.
2. Formation documents, including articles of incorporation and bylaws, for the Debtor.
3. All Documents¹ concerning any changes made to the corporate structure of the Debtor, the Parishes, and/or the Other Catholic Entities in the last ten years.
4. All minutes for and recordings of meetings relating to management of the Debtor, including drafts of the minutes, all Communications² related to the meetings or the minutes, and all presentations to the Most Reverend Michael C. Barber, SJ ("Bishop Barber"), and/or the clergy and lay administrators and staff, including the Diocesan Chancellor, Vicar General, and Chief Financial Officer, including but not limited to presentations relating to the Debtor's solvency and transactions by and between the Debtor and the Parishes and/or Other Catholic Entities.
5. All resolutions passed by Bishop Barber or any other person or person(s) on behalf of the Debtor.
6. All Documents relating to any secured debt, line of credit, bond issuance, and/or guarantee by or relating to RCBO.

¹ The term "Document" means without limitation, the original and all copies, prior drafts, and translations of information in any written, typed, printed, recorded or graphic form, however produced or reproduced, of any type or description, regardless of origin or location, including without limitation all electronically stored information, correspondence, records, tables, charts, analyses, graphs, schedules, reports, memoranda, notes, lists, calendar and diary entries, letters (sent or received), telegrams, telexes, messages (including, but not limited to, reports of telephone conversations and conferences), studies, books, periodicals, magazines, booklets, circulars, bulletins, instructions, papers, files, minutes, other Communications (including, but not limited to, inter- and intra-office communications), questionnaires, contracts, memoranda or agreements, assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks, vouchers, notebooks, receipts, acknowledgments, microfilm, photographs, motion pictures, video tapes, photographic negatives, phonograph records, tape recordings, wire recordings, voice mail recordings or messages, other mechanical records, transcripts or logs of any such recordings, and all other data compilations from which information can be obtained. The term is intended to be at least as broad in meaning and scope as the usage of this term in or pursuant to the Federal Rules of Civil Procedure.

² The term "Communication" means any writing or any oral conversation of any kind or character, including, by way of example and without limitation, e-mails, instant messages, text messages, voicemail or messages, recordings of personal conversations or telephone conversations, letters, meetings, memoranda, telegraphic and telex communications or transmittals of Documents, and all Documents concerning such writing or such oral conversation.

7. All Documents and Communications relating to the formation of the Mission Alignment Process (MAP) Commission (the “Commission”) created in or around March 2021.
8. A list of all members of the Commission since its formation, including the dates each member was a part of the Commission.
9. All minutes for and recordings of meetings of the Commission, including drafts of the minutes, all Communications related to the meetings or the minutes, and all presentations to the Commission.
10. All Documents and Communications relating to any report or recommendation, including drafts of reports and recommendations, of the Commission.
11. Documents relating to any pension funds created or maintained for employees or priests of the Debtor, the Parishes, or the Other Catholic Entities.

II. Trust-related Documents

12. Fully executed copies of all trust agreements and declarations of trust and all amendments thereto (collectively, “Trust Agreements”) naming as a party RCBO and/or any Parish (each a “Parish Trust”) and/or any Other Catholic Entity (together with each Parish Trust, each a “Trust”).
13. All drafts of the Trust Agreements and non-privileged correspondence regarding the drafts.
14. For each Trust, Documents sufficient to show the legal counsel involved in the preparation of the Trust Agreement, and whether each party to such trust was represented by separate counsel.
15. For each Trust, provide complete financial records from inception through the petition date showing (i) the initial funding of each trust, (ii) the source of the initial funding, (iii) all additions to the trust fund, (iv) all distributions and disbursements, (v) all fees, taxes, and administration expenses. For each distribution and/or disbursement of trust funds, whether principal or income, identify (i) the date of each distribution and/or disbursement, (ii) the recipient, (iii) the amount, and (iv) the individual who authorized the distribution and/or disbursement.
16. For each Trust, documents sufficient to identify each and every instance where the Parish or Other Catholic Entity compelled a distribution from such Trust. Provide all Documents regarding the exercise of such right to compel a distribution.
17. Copies of all financial disclosures, financial records, account statements, and/or accountings, either formal or informal (collectively, the “Financial Disclosures”) made by the Debtor or any other trustee or party to each Parish and Other Catholic Entity, and the date of each Financial Disclosure.

18. If the assets held in any Trust were commingled at any time with any other trust or the Debtor, documents sufficient to identify all accounts that held funds belonging to the Trust and provide all documents associated with those accounts.
19. Documents sufficient to describe how trust assets for each Trust were invested and how investment decisions were made.
20. Documents sufficient to separately identify all sums paid to or for the benefit of the Debtor from each Trust for any reason and identify (i) the date of each payment, (ii) the amount, (iii) the individual who authorized the payment, (iv) the recipient, and (v) a brief narrative description of why the payment was made.
21. Documents sufficient to identify all persons or entities that assisted the Debtor with fulfilling its legal obligations stemming from each Trust.

III. Parishes and Other Catholic Entities

22. Formation documents, including articles of incorporation and bylaws, for the each of the Parishes and Other Catholic Entities, including but not limited to The Roman Catholic Welfare Corporation of Oakland, the Lumen Christi Academies of the Roman Catholic Diocese of Oakland, The Roman Catholic Cemeteries of the Diocese of Oakland, The Oakland Parochial Fund, Inc., The Catholic Cathedral Corporation of the East Bay, Christ the Light Cathedral Corporation, The Oakland Society for the Propagation of the Faith, Catholic Charities of the Diocese of Oakland, Inc. (d/b/a Catholic Charities of the East Bay), Catholic Church Support Services (d/b/a Catholic Management Services), Furrer Properties, Inc., Adventus, the Catholic Foundation for the Diocese of Oakland, and The Roman Catholic Diocese of Oakland, Central Services Administration.
23. All meeting minutes for the Board of Directors and/or Trustees of each Parish and Other Catholic Entity.
24. All Documents regarding the assets held by each Parish and Other Catholic Entity.
25. A list of all bank accounts held by the Parishes and Other Catholic Entities including the amounts currently held in each bank account.

IV. Relationship Between Debtor, Parishes, and Other Catholic Entities

26. Documents sufficient to show the ownership of all real property owned by or on behalf of RCBO, the Parishes and the Other Catholic Entities (the "Real Property").
27. All Documents concerning any Real Property transferred by the Debtor, the Parishes and any Other Catholic Entity at any time in the five years preceding the Petition Date.

28. Copies of all mortgages, deeds of trust, assignments of leases or rents, collateral assignments, other assignments, and any other agreements (including any schedules, annexes or exhibits thereto) concerning Real Property that are intended to provide, or evidence an agreement to provide, security or collateral for any obligation.
29. Copies of all lease agreements, including any amendments, between the Debtor, the Parishes, the Other Catholic Entities and any third-parties.
30. Documents sufficient to show all payments made pursuant to lease agreements between the Debtor and the Parishes or Other Catholic Entities.
31. Documents sufficient to identify all parcel(s) of Real Property, the value of each parcel, the size of each parcel (both square footage and acreage), improvements, zoning description, and any excess or surplus land/ property.
32. All written agreements between the Debtor and the Parishes or Other Catholic Entities.
33. All Documents regarding bank accounts and credit cards of the Parishes and Other Catholic Entities.
34. Documents sufficient to show the Debtor's involvement in the day-to-operations of the Parishes and Other Catholic Entities.
35. Documents regarding all financial transfers between the Debtor and the Other Catholic Entities.
36. Documents regarding services, including operational support, provided by the Debtor to the Parishes and Other Catholic Entities.
37. Documents regarding services, including operational support, provided by the Parishes or Other Catholic Entities to the Debtor.

V. Compensation, Expenses, and other Payments

38. Documents evidencing salary, bonuses, incentive compensation, board compensation, and any other benefits, expense reimbursements, car allowances, 401(k) or similar plan contributions, retirement fund contributions, life insurance, loans, consulting fees, and/ or any other consideration paid to any insiders, related parties, officers, and/or trustees of the Debtor.
39. Copies of all transactional records and related supporting documents concerning all travel expenses in excess of \$2,500 per transaction submitted by, reimbursed to and/or paid on behalf of any insiders, related parties, officers, and/or trustees of the Debtor.
40. Copies of all transactional records and related supporting documentation concerning all other expenses in excess of \$10,000 incurred by the Debtor on behalf of any insiders, related parties, officers, and/or trustees of the Debtor.

41. A complete list of related parties, related entities, or third parties who have been in possession or have had access to any corporate credit card or charge account of the Debtor.
42. Documents concerning any other payments made to any insiders, related parties, officers, and/or trustees of the Debtor.

IV. Claims and Victim Compensation

43. All Documents concerning the 52 settlements paid by RCBO to survivors of childhood sexual abuse relating to claims brought as part of the First Legislation.³
44. All Documents concerning therapeutic assistance to survivors of childhood sexual abuse provided by or paid for by the Debtor.
45. Copies of all complaints and/or mediation demands pending against RCBO, the Parishes, and/or any Other Catholic Entity, and any summaries, charts or lists prepared with respect thereto.
46. All Documents concerning any sexual abuse claims, formal or informal, asserted against the Debtor, the Parishes, and/or any Other Catholic Entity.
47. All Documents relating to the review and investigation of any priest or employee of RCBO, the Parishes, or the Other Catholic Entities that has been named as a defendant in a law suit, mediation, arbitration, or demand letter whose name does not appear on RCBOs Credibly Accused List.
48. All Priest Files relating to any priest of RCBO, the Parishes, or the Other Catholic Entities that has been accused of childhood sexual abuse.
49. All Documents and Communications relating to any analyses, models, estimates, or projections related to the projected or estimated liability of RCBO, the Parishes, and the Other Catholic Entities relating to claims for childhood sexual abuse RCBO is currently aware of.
50. All Documents and Communications relating to any judgments or verdicts relating to childhood sexual abuse claims against RCBO, the Parishes, and the Other Catholic Entities.

V. Financial Information

51. Monthly (unaudited) and annual (audited and/or unaudited) financial statements (including balance sheet, income statement, and statement of cash flows), including the accompanying notes, disclosures, and any internal control reports

³ Capitalized terms not defined herein shall have the meanings ascribed to them in the *Declaration of Charles Moore, Managing Director of Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor of the Roman Catholic Bishop of Oakland, in Support of Chapter 11 Petition and First Day Pleadings* [Dkt. 19] (the “Moore Declaration”) filed on May 8, 2023.

issued by the Debtor's outside auditors relating to any internal control deficiencies and/or weaknesses.

52. Monthly (unaudited) and annual (audited and/or unaudited) financial statements (including balance sheet, income statement, and statement of cash flows), including the accompanying notes, disclosures, and any internal control reports of the Parishes and Other Catholic Entities.
53. Copies of the Debtor's cash receipts and disbursements journals in original and native format.
54. All monthly budgets for the past three years along with budget versus actual variance reports.
55. All historical activity schedules for all credit facilities and bond issuances for the past three years detailing any draws, paydowns, interest accruals, or similar transactions.
56. All business plans and associated financial projections prepared for or by the Debtor.
57. All solvency analyses, appraisals, and/or valuation reports that were prepared by or for the Debtor.
58. All Documents concerning the use of funds generated from the contributions and bequests from the faithful, BMA Gifts, and any other restricted funds held by RCBO or Other Catholic Entities.
59. All Documents concerning the use of funds generated from realized investment gains.
60. All Quinquennial Reports relating to RCBO, the Parishes, and the Other Catholic Entities issued within the last 15 years.

VI. Insurance

61. Copies of all the Debtor's insurance policies (the "Insurance Policies"), including but not limited to the policies listed in the Moore Declaration and any runoff/tail policies, that may provide insurance coverage for sexual abuse claims.
62. All Documents and Communications regarding the Debtor's request for insurance coverage for claims of childhood sexual abuse, and all Documents and Communications received from or on behalf of insurers in response to such requests.
63. All Documents and Communications regarding RCBO's belief that certain insurers are insolvent or may become insolvent.
64. Copies of all settlement agreements by and between RCBO and any insurer under any Insurance Policy that provides liability insurance coverage.

65. All Documents and Communications relating to any effort to locate copies or secondary evidence of insurance policies, including but not limited to retention of an insurance archeologist.
66. All Documents relating to loss runs and reserves in connection with the Insurance Policies.
67. All Documents relating to the retention of, and interaction with Gallagher Basset in connection with the Insurance Policies.
68. All coverage charts relating to the Insurance Policies.
69. All Documents and Communications relating to any self-insurance program maintained by RCBO.
70. All Communications between RCBO, the Parishes, and/or the Other Catholic Entities relating to insurance coverage for claims of childhood sexual abuse.
71. All Communications between RCBO and any insurance broker regarding coverage for claims of childhood sexual abuse.

EXHIBIT C

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*Counsel for the Official Committee of Unsecured
Creditors*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

Case No. 23-40523 WJL

In re:

Chapter 11

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

Debtor.

**THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS' REQUEST
FOR THE PRODUCTION OF
DOCUMENTS FROM THE DEBTOR**

1 **PLEASE TAKE NOTICE** that, pursuant to Rules 26 and 34 of the Federal Rules of
2 Civil Procedure, made applicable to these proceedings by Rules 7026, 7034, and 9014 of the
3 Federal Rules of Bankruptcy Procedure, and pursuant to the Local Rules of Bankruptcy Practice
4 and Procedure of the United States Bankruptcy Court for the Northern District of California, and
5 in connection with confirmation of the *Third Amended Plan of Reorganization* filed with the
6 Bankruptcy Court on March 17, 2025 [Dkt. No. 1830], as may be subsequently amended or
7 revised, the Official Committee of Unsecured Creditors (the “Committee”) appointed in the
8 bankruptcy case of the above-captioned debtor (the “Debtor”), by and through its undersigned
9 counsel, submits this Request for the Production of Documents (each, a “Request” and
10 collectively, the “Requests”) from the Debtor. The requested materials shall be produced to the
11 offices of Lowenstein Sandler LLP, c/o Michael A. Kaplan, One Lowenstein Drive, Roseland,
12 New Jersey 07068, on or before **May 23, 2025** at 5:00 p.m. (Pacific Time). Any written responses
13 to these Requests must be served on the Committee by **April 25, 2025** pursuant to the forthcoming
14 *Order Setting Certain Dates and Deadlines in Connection with Confirmation of the Debtor’s Third*
15 *Amended Plan of Reorganization*.

DEFINITIONS

1. “Abuse” shall have the meaning set forth in Section 1.1.1 of the Plan.
2. “Abuse Claim(s)” shall have the meaning set forth in Section 1.1.2 of the Plan.
3. “Abuse Claimant” shall have the meaning set forth in Section 1.1.3 of the Plan.
4. “Abuse Claims Reviewer” shall have the meaning set forth in Section 1.1.4 of the Plan.
5. “Abuse Insurance Policies” shall have the meaning set forth in Section 1.1.5 of the Plan.
6. “Additional Debtor Contributions” means (i) the \$10 million in good and available funds that the Debtor shall transfer to the Survivors’ Trust on the date that is one year after the Effective Date; (ii) the \$10 million in good and available funds that the Debtor shall transfer to the Survivors’ Trust on the date that is two years after the Effective Date; (iii) the \$10 million in good and available funds that the Debtor shall transfer to the Survivors’ Trust on the date that is three years after the Effective Date; and (iv) the \$10 million in good and available funds that the Debtor shall transfer to the Survivors’ Trust on the date that is four years after the Effective Date.
7. “Administrative Expense Claim” shall have the meaning set forth in Section 1.1.7 of the Plan.
8. “Affiliate” shall have the meaning set forth in Section 1.1.10 of the Plan.
9. “All” includes the word “any,” and “any” includes the word “all.”
10. “Allegedly Restricted Assets” refers to any assets allegedly held in a charitable trust and/or assets for which the use allegedly restricted.
11. “And” includes the word “or,” and “or” includes the word “and.”
12. “Assigned Insurance Interests” shall have the meaning set forth in Section 1.1.12 of the Plan.
13. “Bankruptcy Court” shall have the meaning set forth in Section 1.1.17 of the Plan.
14. “Bishop” refers to The Most Reverend Michael C. Barber, SJ.

1 15. “Canon Law” refers to the Code of Canon Law, which is the ecclesiastical law of
2 the Roman Catholic Church.

3 16. “Channeled Claim” shall have the meaning set forth in Section 1.1.26 of the Plan.

4 17. “Channeling Injunction” shall have the meaning set forth in Section 1.1.27 of the
5 Plan.

6 18. “Chapter 11 Case” means the bankruptcy proceeding initiated by RCBO on the
7 Petition Date in the Bankruptcy Court captioned 23-40523 (WJL).

8 19. “Church(es)” shall have the meaning set forth in Section 1.1.28 of the Plan.

9 20. “Church Funds” means all funds allegedly held by the Debtor on behalf of the
10 Churches.

11 21. “Claim” shall have the meaning set forth in Section 1.1.29 of the Plan.

12 22. “Class 3” refers to General Unsecured Claims classified in Section 4.3 of the Plan.

13 23. “Committee” shall have the meaning set forth in Section 1.1.34 of the Plan.

14 24. “Communication(s)” means the transmittal of information, in the form of facts,
15 ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and
16 all conversations, meetings, discussions, copying or forwarding e-mails and other Documents and
17 any other mode of verbal or other information exchange, whether in person or otherwise, as well
18 as all letters, correspondences, memoranda, telegrams, cables, and other Documents
19 memorializing or constituting any information exchange.

20 25. “Compiled Financial Statements” shall have its meaning as generally understood
21 in the accounting industry and includes Your financial reports prepared by an accountant based on
22 information provided by You.

23 26. “Concerning” or “Concern(s)” means constituting, Relating to, pertaining to, based
24 upon, bearing upon, referring to, with reference to, arising in connection with, arising out of,
25 regarding, by reason of, having to do with, or having any relation to, in the broadest sense.

26 27. “Confirmation” shall have the meaning set forth in Section 1.1.35 of the Plan.

28. “Debtor” or “RCBO” means, for purposes of these Requests, the Churches, The Roman Catholic Bishop of Oakland and each of their current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys, joint ventures, partners, and anyone acting on its or their behalf.

29. “Debtor Cash Contribution” means the Initial Debtor Contribution together with the Additional Debtor Contributions.

30. “Debtor’s Response to UCC OPF Claim Objection” means the *Debtor’s Statement in Response and Reservation of Rights to Objection of the Official Committee of Unsecured Creditors to the Claim Scheduled by the Debtor for the Oakland Parochial Fund* [Dkt. 1661].

31. “Deposit & Loan Fund” or “DLF” refers to one of the two programs comprising the Diocesan Investment Management Services which holds cash investments of participating Churches and RCWC schools and provides loans to participating Churches and RCWC schools.

32. “Deposit Account” refers to the general operating checking account at U.S. Bank that was used for the short-term liquidity needs of the Debtor, Churches, and RCWC.

33. “Diocese” or “Diocese of Oakland” refers to the geographic region of RCBO, covering Alameda and Contra Costa counties in the San Francisco Bay Area.

34. “DLF Investment Account” refers to the account at the Principal Financial Group where the DLF was maintained prior to 2023 and which held funds beyond short-term cash needs.

35. “Diocesan Investment Management Services” refers to the deposit and investment management services previously provided by the Debtor and is comprised of the DLF and Endowment Pool.

36. “Disclosure Statement” means the *Third Amended Disclosure Statement for Debtor’s Third Amended Plan of Reorganization* [Dkt. 1874], as may be modified, amended, or supplemented from time to time.

37. “Document(s)” is used in its broadest sense and includes all Communications and writings of every kind, whether sent or received, including the original, drafts, copies and non-identical copies bearing notations or marks not found on the original, and including, but not limited

1 to, text messages, short messaging service (SMS), multimedia messaging service (MMS), any
2 instant messages through any instant message service, letters, memoranda, reports, studies, notes,
3 speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes,
4 telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records,
5 ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment
6 books, tabulations, analyses, statistical or information accumulation, audits and associated
7 workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or
8 mechanical reproductions, all stored compilations of information of any kind which may be
9 retrievable (such as, but without limitation, the content of computer memory or information storage
10 facilities, and computer programs, and any instructions or interpretive materials associated with
11 them), electronic files or Documents or any Electronically Stored Information of any kind
12 (including associated metadata, email, and voice-mail messages), and any other writings, papers,
13 and tangible things of whatever description whatsoever including, but not limited to, any
14 information contained in any computer, even if not printed out, copies of Documents which are
15 not identical duplicates of the originals (*e.g.*, because handwritten or “blind” notes appear thereon
16 or attached thereto), including prior drafts, whether or not the originals are in Your possession,
17 custody, or control.

18 38. “Each” shall mean each, every, any, and all.

19 39. “Effective Date” shall have the meaning set forth in Section 1.1.48 of the Plan.

20 40. “Electronically Stored Information” includes, without limitation, the following:
21 information that is generated, received, processed, recorded, or accessed by computers and other
22 electronic devices, including but not limited to—

- 23 a. E-mail;
- 24 b. Internal or external web sites;
- 25 c. Output resulting from the use of any software program; and
- 26 d. All information stored on cache memories, magnetic disks (such as
27 computer hard drives or floppy drives), optical disks (such as DVDs or
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1 CDs), magnetic tapes, microfiche, or on any other media for digital data
2 storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such
3 as an iPad®, or a personal digital assistant such as a Blackberry®).

4 41. “Endowment Pool” refers to one of the two programs comprising the Diocesan
5 Investment Management Services in which Churches and RCWC Schools could separately invest
6 funds with long-term investment horizons in marketable securities.

7 42. “Entity” shall have the meaning set forth in Section 1.1.49 of the Plan.

8 43. “Exit Facility” shall have the meaning set forth in Section 1.1.57 of the Plan.

9 44. “Explain” means to elucidate, to make plain or understandable, to give the reason
10 for or cause of, and to show the logical development or relationships thereof.

11 45. “Finance Council” refers to the Diocese of Oakland Finance Council and each of
12 its members.

13 46. “Fund Participant(s)” refers to certain Parishes and RCWC, collectively, for which
14 the Debtor allegedly holds certain undisclosed assets.

15 47. “General Unsecured Claims” refers to the Class 3 Claims classified in Section 4.3
16 of the Plan.

17 48. “Holder” shall have the meaning set forth in Section 1.1.65 of the Plan.

18 49. “Identify,” “identified,” “identity,” “state the identity,” “identifying,” and
19 “identification” means:

- 20 a. When used in reference to an individual, his or her (i) full name; (ii) present
21 or last known home address and telephone numbers; (iii) present or last
22 known business address and telephone numbers; and (iv) present or last
23 known occupation, employer and job title or description (indicating whether
24 the information provided is “current” or “last known” in each instance);
- 25 b. When used in reference to an organization of any kind, (i) its full name; (ii)
26 or other Entity; (iii) its date and state of incorporation (if applicable); (iv)
27 the address of its principal place of business and its telephone numbers; (v)
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1 each state in which it is registered or authorized to do business and the date
2 on which it was first so registered or authorized; (vi) each state in which it
3 was, but is no longer, registered or authorized to do business, the date on
4 which it was first so registered or authorized, and the date on which it ceased
5 to be so registered or authorized; (vii) the name and current or last known
6 address of each Person who currently serves as an officer or director (if
7 applicable) together with the title held by each such Person and the date
8 from which such title has been held; (viii) whether it is currently active and,
9 if not, the date on which and reason for which it ceased doing business; (ix)
10 whether it is currently in good standing in each state in which it is
11 incorporated or registered or authorized to do business; (x) the address and
12 phone number of each other location at which it currently does business and
13 the date on which it commenced doing business at that location; and (xi) the
14 address and phone number of each location at which it did business in the
15 past, but at which it currently does not operate, and the dates between which
16 it did business at each such location;

17 c. When used in reference to a Document, (i) the type of Document; (ii) its
18 date; (iii) the identity of its author(s) and its recipient(s); (iv) any title and/or
19 serial or file number appearing on the Document; (v) the identity of its
20 present custodian; (vi) its present location, and (vii) a brief description of
21 its subject matter. If any such Document was, but is no longer in Your
22 possession or control or in existence, state whether it is missing, lost, has
23 been destroyed, has been transferred to others or has been otherwise
24 disposed of; and

25 d. When used in reference to an oral communication, (i) the date, place or
26 places, and parties to the oral communication or some other means of
27 identifying the oral communication; (ii) the substance of the oral
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1 communication; (iii) the medium through which the oral communication
2 was made (in person or by telephone or video conference); (iv) each Person
3 who participated in the oral communication; (v) each Person hearing the
4 oral communication; and (vi) whether any written note or memorandum
5 documenting the oral communication exists in the manner required to
6 Identify a Document as defined above.

7 50. “Including” means including without limitation.

8 51. “Initial Debtor Contribution” means the \$63 million in good and available funds
9 that the Debtor shall transfer to the Survivors’ Trust using wiring instructions provided by the
10 Survivors’ Trustee. Specifically, it means the approximately \$53 million in cash received through
11 the Exit Facility and approximately \$10 million in non-restricted cash held by the Debtor.

12 52. “Insurance Settlement Agreement(s)” shall have the meaning set forth in Section
13 1.1.70 of the Plan.

14 53. “Insurer(s)” shall have the meaning set forth in Section 1.1.71 of the Plan.

15 54. “Investment Account” refers to Your account that holds stocks, bonds, funds and
16 other securities, as well as cash.

17 55. “Investment Account Agreement” refers to the agreement between the Debtor and
18 OPF, dated April 1, 2023, for OPF to provide Investment Management Services to the Debtor and
19 includes all amendments, attachments, exhibits, supplements, and related documents thereto.

20 56. “Liquidation Analysis” refers to the liquidation analysis provided in Exhibit B of
21 the Disclosure Statement as subsequently revised, as may be modified, amended, or supplemented
22 from time to time.

23 57. “Management Services Agreement” refers to the agreement between the Debtor
24 and OPF, entered on or about April 1, 2023, for the Debtor to provide investment management
25 services to OPF and includes all amendments, attachments, exhibits, supplements, and related
26 documents thereto.

1 58. “Mission Alignment Process” means the task force formed by the Debtor in March
2 2021 to assess how to meet the challenges of declining mass attendance, underutilized Parish
3 facilities, and the declining number of priests serving in the Diocese. The Mission Alignment
4 Process is composed of 15 members representing laity and clergy of the Debtor.

5 59. “Non-Abuse Litigation Claims” shall have the meaning set forth in Section 1.1.73
6 of the Plan.

7 60. “Non-Debtor Catholic Entity” shall have the meaning set forth in Section 1.1.75 of
8 the Plan.

9 61. “Officers” refers to Your officers.

10 62. “OPF” means the Oakland Parochial Fund, Inc. and its current and former affiliates,
11 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
12 ventures, partners, and anyone acting on its behalf.

13 63. “Organizational Documents” refers to Your internal documents that govern an
14 Entity’s formation, management, and operation, Including the articles of incorporation or
15 organization, bylaws, and operating agreements.

16 64. “Parish(es)” refers to the geographical territory that contains, among other things,
17 a Church that is served by a pastor and other clergy members that report directly to the Bishop,
18 School(s), and vacant land.

19 65. “Parochial Fund Agreement” refers to the agreement between the Debtor and OPF,
20 entered on or about May 5, 2023, pursuant to which the Debtor purportedly conveyed certain assets
21 to OPF, Including a unitized investment fund, certain cash deposits, and certain loan receivables
22 allegedly held in the name of the Debtor in trust on behalf of Fund Participants. The Parochial
23 Fund Agreement also includes all amendments, attachments, exhibits, supplements, and related
24 documents thereto.

25 66. “Person” shall have the meaning set forth in Section 1.1.79 of the Plan.

26 67. “Petition Date” shall have the meaning set forth in Section 1.1.80 of the Plan.

68. “Plan” means the *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1830], as may be modified, amended, or supplemented from time to time.

69. “Plan Documents” shall have the meaning set forth in Section 1.1.81 of the Plan.

70. “Principal Financial Group” refers to Principal Financial Group and its current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint ventures, partners, and anyone acting on its behalf.

71. “RCWC” means the Roman Catholic Welfare Corporation of Oakland, or any School it managed, manages, operated or operates.

72. “RCWC Claimant(s)” shall have the meaning set forth in Section 9.3.2.1 of the Plan.

73. “Real Estate Collateral” refers to the real estate that the Reorganized Debtor will liquidate to support the funding of the Plan.

74. “Relate(d) to” or “Relating to” means constitutes, refers, reflects, Concerns, pertains to, supports, refutes, consists of, summarizes, discusses, notes, mentions, corroborates, demonstrates, shows, embodies, identifies, analyzes, describes, evidences, or in any way logically or factually connects with the matter described or referenced in the request.

75. “Released Parties” shall have the meaning set forth in Section 1.1.91 of the Plan.

76. “Release(s)” shall have the meaning set forth in Section 1.1.92 of the Plan.

77. “Reorganized Debtor” shall have the meaning set forth in Section 1.1.93 of the Plan.

78. “Reviewed Financial Statements” shall have its meaning as generally understood in the accounting industry and includes Your financial reports that have been examined by an independent accountant.

79. “Revival Windows” refers to the time limit to commence a civil action pursuant to Cal. Civ. Proc. Code §§ 340.1(c) (2002), 340.1(q) (2020), 340.35(b)–(c).

80. “School(s)” or “Diocesan School(s)” refers to the individual Catholic schools within the Diocese of Oakland, each of which is part of the corporation sole that is the Debtor.

1 81. “School Funds” means all funds allegedly held by the Debtor on behalf of the
2 Schools.

3 82. “Settling Insurer” shall have the meaning set forth in Section 1.1.98 of the Plan.

4 83. “Survivors’ Trust” shall have the meaning set forth in Section 1.1.99 of the Plan.

5 84. “Survivors’ Trust Agreement” shall have the meaning set forth in Section 1.1.101
6 of the Plan.

7 85. “Survivors’ Trust Distribution Plan” shall have the meaning set forth in Section
8 1.1.104 of the Plan.

9 86. “Survivors’ Trust Documents” shall have the meaning set forth in Section 1.1.105
10 of the Plan.

11 87. “Survivors’ Trustee” shall have the meaning set forth in Section 1.1.106 of the Plan.

12 88. “Term Loan Agreement” refers to the agreement between the Debtor and OPF,
13 entered on or about April 28, 2023, under which OPF purportedly loaned the Debtor \$35 million
14 on an unsecured basis and includes all amendments, attachments, exhibits, supplements, and
15 related documents thereto.

16 89. “Trial Balance(s)” refers to Your financial report listing the debit and credit
17 balances of all accounts in the general ledger.

18 90. “Trust Agreement(s)” refers to the legal document that outlines the terms and
19 conditions of a trust under which a trustee manages and distributes assets for the benefit of the
20 beneficiaries. Trust Agreements also includes all amendments, attachments, exhibits,
21 supplements, and related documents thereto.

22 91. “Union Bank” refers to MUFG Union Bank, N.A. and its current and former
23 affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys,
24 joint ventures, partners, and anyone acting on its behalf.

25 92. “Unknown Abuse Claim” shall have the meaning set forth in Section 1.1.114 of the
26 Plan.

1 93. “Unknown Abuse Claims Representative” shall have the meaning set forth in
2 Section 1.1.115 of the Plan.

3 94. “Unknown Abuse Claims Reserve” shall have the meaning set forth in Section
4 1.1.116 of the Plan.

5 95. “U.S. Bank” refers to U.S. Bank, N.A. and its current and former affiliates,
6 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
7 ventures, partners, and anyone acting on its behalf.

8 96. “Wells Fargo” refers to Wells Fargo Banks, N.A. and its current and former
9 affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys,
10 joint ventures, partners, and anyone acting on its behalf.

11 97. “Work Papers” shall have its meaning as generally understood in the accounting
12 industry and includes all Documents developed or prepared by an auditor and/or accountant for
13 You that support the evidence, tests, and conclusions of an audit, review, or compilation based on
14 the audit, review, or compilation objectives and which constitute sources of the data, tests analyses,
15 examinations, and conclusions. Examples of Work Papers include, but are not limited to, audit
16 programs, analyses, memoranda, letters of confirmation and representation, abstracts of company
17 documents, and schedules or commentaries prepared or obtained by an auditor and/or accountant.

18 98. “You” or “Your” refers to the Debtor.
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1 **GENERAL INSTRUCTIONS**

2 1. Federal Rule of Civil Procedure 34, made applicable to this proceeding pursuant to
3 Federal Rules of Bankruptcy Procedure 7026, 7034, and 9014, is hereby incorporated by reference
4 and applies to each of the following instructions. All responses shall comply with the requirements
5 of the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local
6 Rules of the United States Bankruptcy Court for the Northern District of California.

7 2. Unless otherwise stated in a Request herein, the relevant time period for the
8 discovery being sought shall be May 8, 2019 to the present.

9 3. The terms “all,” “any,” and “each” shall each be construed as encompassing any
10 and all.

11 4. The connectives “and” and “or” shall be construed either disjunctively or
12 conjunctively as necessary to bring within the scope of the Requests all responses that might
13 otherwise be construed to be outside of its scope.

14 5. The use of the singular form of any word includes the plural and vice versa. The
15 term “including” means “including without limitation.” The present tense shall be construed to
16 include the past tense, and the past tense shall be construed to include the present tense. The
17 singular and masculine form of nouns and pronouns shall embrace, and be read and applied as
18 including, the plural, feminine, or neuter, as circumstances may make appropriate.

19 6. The phrase “possession, custody, or control” shall be construed in the broadest
20 possible manner and includes not only those things in Your immediate possession, but also those
21 things which are subject to Your control.

22 7. These Requests shall be deemed continuing in nature. In accordance with Rule
23 26(e) of the Federal Rules of Civil Procedure, You are required to supplement or correct Your
24 written response and/or production in a timely manner if You learn that in some material respect
25 the response and/or production is incomplete or incorrect, and if the additional or corrective
26 information has not otherwise been made known to the Committee during the discovery process
27 or in writing.

1 8. Produce all Documents and all other materials described below in Your actual or
2 constructive possession, custody, or control, regardless of whether the Documents were prepared
3 by You and/or are kept or maintained by You at Your place of business or in any other location,
4 and which includes Documents in the possession, custody or control of Your employees,
5 representatives, agents, independent contractors, consultants, attorneys, accountants, auditors, or
6 any other Persons acting or purporting to act on Your behalf. The Requests specifically include
7 the desk and personal files, including electronic files, of all such Persons.

8 9. Documents should include all exhibits, appendices, linked Documents, or otherwise
9 appended Documents that are referenced in, attached to, included with, or are a part of the
10 Requests.

11 10. Documents not otherwise responsive to these Requests should be produced: (a) if
12 such Documents mention, discuss, refer to, Explain, or Concern one or more Documents that are
13 called for by these Requests; (b) if such Documents are attached to, enclosed with, or
14 accompanying Documents called for by these Requests; or (c) if such Documents constitute
15 routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

16 11. If any Document, or any part thereof, is not produced based on a claim of attorney-
17 client privilege, work-product protection, or any other privilege, then in answer to such Request
18 or part thereof, for each such Document, You must:

- 19 a. Identify the type, title, and subject matter of the Document;
- 20 b. State the place, date, and manner of preparation of the Document;
- 21 c. Identify all authors, addresses, and recipients of the Document, Including
22 information about such Persons to assess the privilege asserted; and
- 23 d. Identify the legal privilege(s) and the factual basis for the claim.

24 12. Documents should not contain redactions unless such redactions are made to protect
25 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
26 Documents are produced with redactions, a log setting forth the information requested in
27 Instruction 11 above must be provided.

1 13. To the extent a Document sought herein was at one time, but is no longer, in Your
2 actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b)
3 has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of.
4 In each instance, Identify the Document, state the time period during which it was maintained,
5 state the circumstance and date surrounding authorization for such disposition, Identify each
6 Person having knowledge of the circumstances of the disposition, and Identify each Person who
7 had possession, custody, or control of the Document. Documents prepared prior to, but which
8 relate or refer to, the time period covered by these Requests are to be identified and produced.

9 14. If the identity of Documents responding to a Request is not known, then that lack
10 of knowledge must be specifically indicated in the response. If any information requested is not
11 in Your possession, but is known or believed to be in the possession of another Person or Entity,
12 then Identify that Person or Entity and state the basis of Your belief or knowledge that the
13 requested information is in such Person's or Entity's possession.

14 15. If there are no Documents responsive to a particular Request, please provide a
15 written response so stating.

16 16. If any part of the following Requests cannot be responded to in full, please respond
17 to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and
18 stating whatever information or knowledge You have Concerning the portion to which You do not
19 respond.

20 17. If You object to any of these Requests, state in writing with specificity the grounds
21 of Your objections. Any ground not stated shall be waived. If You object to a particular portion
22 of any Request, You shall respond to any other portions of such Request as to which there is no
23 objection and state with specificity the grounds of the objection.

24 18. If You believe that any Request, definition, or instruction is ambiguous, in whole
25 or in part, You nonetheless must respond and (a) set forth the matter deemed ambiguous and (b)
26 describe the manner in which You construed the Request in order to frame Your response.

1 19. All Documents produced shall be provided in either native file (“native”) or single-
2 page 300 dpi-resolution group IV TIF (“tiff”) format, along with appropriately formatted industry-
3 standard database load files and accompanied by true and correct copies or representations of
4 unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall
5 be produced along with a multi-page, Document-level searchable text file (“searchable text”) as
6 rendered by an industry-standard text extraction program in the case of electronic originals or by
7 an industry-standard Optical Character Recognition (“OCR”) program in the case of scanned paper
8 Documents.

9 20. Documents and other responsive data or materials created, stored, or displayed on
10 electronic or electro-magnetic media shall be produced in the order in which the Documents are
11 or were stored in the ordinary course of business, Including all reasonably accessible metadata,
12 custodian, or Document source information, and searchable text as to allow the Committee through
13 a reasonable and modest effort to fairly, accurately, and completely access, search, display,
14 comprehend, and assess the Documents’ true and original content.

DOCUMENT REQUESTS

1. All Documents and Communications Concerning Your day-to-day operations in the five-years preceding the Petition Date.

2. All current Organizational Documents setting forth the ownership and/or relationship between You and the Non-Debtor Catholic Entities.

3. Formation Documents, Including articles of incorporation and bylaws, for You and the Non-Debtor Catholic Entities from any time.

4. All minutes, transcripts, and recordings for meetings of the Finance Council Concerning the filing of the Chapter 11 Case in the January 1, 2020 to the present.

5. All resolutions passed by the Finance Council Concerning the filing of the Petition from January 1, 2020 to the present.

6. Fully executed copies of all charitable Trust Agreements and declarations of trust and all amendments thereto naming You or any Non-Debtor Catholic Entity as a party.

7. For any Allegedly Restricted Assets, provide complete financial records from inception through the present showing (i) the initial funding of each Allegedly Restricted Asset/trust; (ii) the source of the initial funding; (iii) all subsequent additions, deposits, and/or transfers to the trust fund or account for each Allegedly Restricted Asset/trust; (iv) all distributions, disbursements, transfers, or reductions; (v) all interest, fees, taxes, and administration expenses; and (vi) the current amount of all Allegedly Restricted Assets/trust. For each distribution and/or disbursement of Allegedly Restricted Assets, whether principal or income, Identify (i) the date of each distribution, disbursement, and/or transfer; (ii) the recipient; (iii) the amount; (iv) the individual who authorized the distribution, disbursement, and/or transfer; and (v) the purpose and/or use of the distribution, disbursement, and/or transfer.

8. All Documents and Communications Concerning any requirement You have to Allegedly Restricted Assets, Including but not limited to Documents and Communications Concerning any alleged restriction on Your property and/or the assets in any charitable trust.

1 9. For any Allegedly Restricted Assets, Documents sufficient to Identify each and
2 every instance where You compelled or permitted a distribution or use of Allegedly Restricted
3 Assets. Provide all Documents Concerning the exercise of such right to compel or permit a
4 distribution or use.

5 10. Documents and Communications sufficient to show each Allegedly Restricted
6 Asset has not been commingled and has been maintained in a separate, segregated account since
7 the inception of the alleged restriction through present.

8 11. If the Allegedly Restricted Assets were commingled at any time with any assets
9 subject to different restrictions or unrestricted assets, Documents sufficient to Identify all accounts
10 that held funds belonging to the trust and all Documents associated with those accounts.

11 12. An accounting of how any Allegedly Restricted Assets are held.

12 13. An accounting of how any Allegedly Restricted Assets have been used.

13 14. Documents and Communications Concerning any analysis of whether any of the
14 Allegedly Restricted Assets can be used to pay any of Your creditors, Including but not limited to
15 Holders of General Unsecured Claims.

16 15. Copies of all financial disclosures, financial records, account statements, and/or
17 accountings, either formal or informal (collectively, the "Financial Disclosures") made by You to
18 any Non-Debtor Catholic Entity within the seven years preceding the Petition Date, and the date
19 of each Financial Disclosure.

20 16. Documents Concerning any financial transfers or transfers of real estate or other
21 property between You and the Non-Debtor Catholic Entities in the seven years preceding the
22 Petition Date.

23 17. All Financial Statements, Reviewed Financial Statements, and/or Compiled
24 Financial Statements and associated Work Papers from 2019 to present.

25 18. All annual Trial Balances from 2019 to present.

1 19. For each Document produced in response to the preceding two Requests, all
2 accompanying notes, disclosures, and any internal control reports issues by Your outside auditors
3 Concerning any internal control deficiencies and/or weaknesses.

4 20. Copies of Your cash receipts and disbursements journals in original and native
5 format from the seven years preceding the Petition Date.

6 21. All budgets from 2015 to present, Including but not limited to budget versus actual
7 variance reports.

8 22. All historical activity schedules for all credit facilities from 2015 to present
9 detailing any draws, paydowns, interest accruals, or similar transactions.

10 23. All business plans and associated financial projections prepared for or by You from
11 2015 to present.

12 24. All solvency analyses, appraisals, and/or valuation reports that were prepared by or
13 for You in the seven years preceding the Petition Date.

14 25. All Documents Concerning the accounting for all funds managed through the
15 Diocesan Investment Management Services.

16 26. All account statements received by You from Union Bank and/or U.S. Bank
17 detailing the amount of Your funds, Church Funds and School Funds, and the nature of such funds
18 (i.e., cash, money markets, stocks, bonds, etc.) in the DLF Investment Account and the Endowment
19 Pool.

20 27. All account statements received by You from Wells Fargo and/or Principal
21 Financial Group detailing the amount of Your funds, Church Funds, and School Funds, and the
22 nature of such funds (i.e., cash, money markets, stocks, bonds, etc.) in the DLF Investment
23 Account and the Endowment Pool.

24 28. All Documents supporting the statement made in the first WHEREAS clause in the
25 Parochial Fund Agreement, which begins “RCBO is the record holder of, and has been entrusted
26 with the oversight responsibility over, the following assets, to which RCBO does not hold any
27 beneficial interest or ownership rights in or to”
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1 29. All Documents Concerning the cash deposits previously made to You by Churches
2 and Schools which were purportedly held in record name on their respective behalf by You as set
3 forth on Exhibit A to the Parochial Fund Agreement, Including but not limited to any initial bank,
4 investment, or brokerage account where each deposit was made and any subsequent accounts
5 where each deposit was transferred.

6 30. All Documents Concerning the loan obligations of Schools due and owing to You
7 as set forth on Exhibit B to the Parochial Fund Agreement. Documents produced under this
8 Request should include but not be limited to: (a) the original obligations; (b) due diligence
9 performed by You prior to extending any loans; (c) any amendments, forbearances, allonges,
10 reductions, adjustments, conversions, write-offs, cancellations, forgiveness, reserves, allowances,
11 bad debt expenses, etc.; and (d) repayments.

12 31. All Documents Concerning any Church and School long-term investments which
13 were purportedly held in record name by You in a unitized investment fund as set forth on Exhibit
14 C to the Parochial Fund Agreement.

15 32. All Documents Concerning Your authority to direct OPF to invest assets on behalf
16 of the Churches or RCWC (or its Schools).

17 33. All internal accounting records reflecting the sub-ownership allocation of the
18 Deposit Account among the applicable Fund Participants under the Investment Account
19 Agreement.

20 34. All Documents Concerning Your assertion on page 3, lines 21–23 of the Debtor’s
21 Response to UCC OPF Claim Objection that the “School Funds that the Debtor managed through
22 the Diocesan Investment Management Services were property of RCWC and its Schools (i.e., not
23 property of the Debtor), and were held by the Debtor solely for the Schools’ benefit.”

24 35. All Documents Concerning the assertion on page 4, lines 9–13 of the Debtor’s
25 Response to UCC OPF Claim Objection that “[t]he Debtor kept detailed book entry records of the
26 Funds held in the DLF for itself, the Churches, and RCWC Schools, and at any time had the ability
27 to provide the exact amount held on deposit for any Church or School.”
28

1 36. All Documents and Communications Concerning (i) any amount owed by You to
2 OPF as of the Petition Date; and (ii) anticipated to be owed by You to OPF as of the Effective
3 Date.

4 37. All Documents and Communications Concerning entry into the Term Loan
5 Agreement.

6 38. All Documents and Communications Concerning any payments made by OPF to
7 You in connection with the Investment Account Agreement, Parochial Fund Agreement, and/or
8 Management Services Agreement.

9 39. Documents sufficient to show the ownership of all real property owned by You.

10 40. Documents sufficient to show the ownership of all real property owned by any Non-
11 Debtor Catholic Entity.

12 41. Documents sufficient to show all of Your current real estate holdings, Including but
13 not limited to property address, parcel / APN, block, lot, acquisition date, zoning description,
14 acreage, square footage of buildings, value, and identification of which properties are excess or
15 surplus property.

16 42. Documents sufficient to show all of the Non-Debtor Catholic Entities' current real
17 estate holdings, Including but not limited to property address, parcel / APN block, lot, acquisition
18 date, zoning description, acreage, square footage of buildings, value, and identification of which
19 properties are excess or surplus property.

20 43. Copies of all mortgages, deeds of trust, promissory notes, assignments of leases or
21 rents, collateral assignments, other assignments, and any other agreements (Including any
22 schedules, annexes or exhibits thereto) involving You Concerning real property that are intended
23 to provide, or evidence an agreement to provide, security, or collateral for any obligation.

24 44. All Documents and Communications Concerning potential Real Estate Collateral.

25 45. All Documents and Communications Concerning any analysis of what real property
26 will be used as Real Estate Collateral.

1 46. All Documents and Communications Concerning any real property which might
2 serve as collateral for the Exit Facility, Including any analysis of what real property will be used
3 as collateral for the Exit Facility.

4 47. All Documents and Communications Concerning any Abuse Claims made,
5 reported, asserted, or filed against You.

6 48. All Documents and Communications Concerning Your process for assessing the
7 Abuse Claims and Unknown Abuse Claims.

8 49. All Communications between You and the Unknown Abuse Claims Representative
9 Relating to the Chapter 11 Case.

10 50. All Documents and Communications Concerning Your process for valuing the
11 Abuse Claims and Unknown Abuse Claims.

12 51. All Documents and Communications Concerning any analysis of the validity or
13 valuation of any Abuse Claims or Unknown Abuse Claims, individually and/or in the aggregate,
14 Including but not limited to Communications between You and any consultant or other
15 professional Relating to the valuation of Abuse Claims.

16 52. All Documents and Communications Concerning any analyses, models, estimates,
17 or projections Related to the projected or estimated liability of You and/or Non-Debtor Catholic
18 Entities for Abuse Claims or Unknown Abuse Claims.

19 53. All Documents and Communications Concerning Your determination that
20 \$5,000,000 is an appropriate amount to segregate in the Unknown Abuse Claims Reserve.

21 54. All Communications between You and any Non-Debtor Catholic Entity
22 Concerning the Abuse Claims attributed to each Non-Debtor Catholic Entity.

23 55. All Documents and Communications between or among You and/or the Non-
24 Debtor Catholic Entities Concerning the Proofs of Claim, Including but not limited to Abuse
25 Claims, General Unsecured Claims and Non-Abuse Litigation Claims, the Claims asserted therein,
26 and Your or the Non-Debtor Catholic Entities' contributions towards the resolution of such
27 Claims.

1 56. Documents and Communications Concerning any settlement, termination,
2 payment, satisfaction, or resolution of any Abuse Claims or Unknown Abuse Claims against You
3 or the Non-Debtor Catholic Entities asserted during any of California's Revival Windows,
4 including but not limited to all settlement agreements and/or Releases, Claim information sheets,
5 Claim summaries, verdicts or judgments, dismissals, dismissals that were refiled, and any Claims
6 payment database or tracker.

7 57. All Documents Concerning therapeutic assistance to Abuse Claimants or other
8 Abuse survivors provided or paid for by You.

9 58. All Documents and Communications Concerning Your analysis of the availability
10 of insurance proceeds to pay Abuse Claims under each of Your Abuse Insurance Policies.

11 59. All indemnity and other agreements Concerning Abuse to which You are a party.

12 60. All Documents and Communications Concerning the value of any insurance
13 policies held by You or any Non-Debtor Catholic Entity that cover Non-Abuse Litigation Claims.

14 61. All Documents and Communications Concerning Your analysis of the availability
15 of insurance proceeds to pay Non-Abuse Litigation Claims under each of Your insurance policies.

16 62. All Documents and Communications Concerning the determination of which Non-
17 Abuse Litigation Claims trigger, or potentially trigger, coverage under each of Your or Non-Debtor
18 Catholic Entities' insurance policies.

19 63. All Communications between You and any Insurer(s) Concerning the Non-Abuse
20 Litigation Claims.

21 64. All Documents and Communications Concerning any demand made in connection
22 with any Non-Abuse Litigation Claim.

23 65. All Documents and Communications Concerning any self-insured retention present
24 in any insurance policy covering any Non-Abuse Litigation Claim.

25 66. All Documents and Communications Concerning any proceeds of Insurance
26 Settlement Agreements realized by You.

27 67. All Documents and Communications Concerning the Assigned Insurance Interests.

28

68. All Documents and Communications Concerning the Survivors' Trust and Survivors' Trust Documents.

69. All Documents and Communications Concerning the selection and qualifications of any Persons who are being considered to serve as the Survivors' Trustee.

70. All Documents and Communications Concerning the valuation under the Survivors' Trust Distribution Plan of any Abuse Claim.

71. All Documents and Communications Concerning the selection of, and qualifications of any Persons who are being considered to serve as the Abuse Claims Reviewer.

72. All Documents and Communications between You and/or Your counsel and the Survivors' Trustee (or any other potential candidate) and/or the Abuse Claims Reviewer (or any other potential candidate) Concerning their potential roles under the Plan, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or the other Plan Documents.

73. All Documents and Communications Concerning the General Unsecured Claims.

74. All Documents and Communications Concerning Your ability to pay the General Unsecured Claims on the Effective Date.

75. All Documents and Communications Concerning the Debtor Cash Contribution.

76. All Documents and Communications Concerning the value of contributions to the Survivors' Trust from Non-Debtor Catholic Entities.

77. All Documents and Communications Concerning any analysis of the value of the Non-Debtor Entities' contributions as compared with the value of Abuse Claims.

78. All Documents and Communications Concerning any analysis of Claims asserted by RCWC Claimants.

79. All Documents and Communications Concerning what assets and liabilities will remain with You following the Effective Date of the Plan, Including without limitation any employees, contracts, rights or obligations under any insurance policy, and/or amounts owed to any Non-Debtor Catholic Entities or OPF.

1 80. All Documents and Communications Concerning any analysis of the feasibility of
2 the Plan.

3 81. Documents sufficient to show the amount of projected Administrative Expense
4 Claims to be paid pursuant to the Plan.

5 82. All Documents and Communications Concerning Your statement in the Disclosure
6 Statement that “Nothing in the Plan, however, prohibits the Debtor from making payments to OPF
7 after the Effective Date of the Plan in order to satisfy its obligations under Canon Law, provided
8 such payments do not otherwise violate the terms of the Plan or applicable civil law.”

9 83. All Documents and Communications between You, the Bishop, and/or OPF
10 Concerning Your intention to pay OPF following Confirmation of the Plan.

11 84. All Documents and Communications Concerning the amounts to be used from the
12 Survivors’ Trust for the payment of (a) the expenses to retain professionals to carry out the
13 obligations of the Abuse Claims Reviewer under the Survivors’ Trust Agreement as set forth in
14 the Plan; and (b) the cost to conduct the Survivors’ Trust Distribution Plan as set forth in the Plan.

15 85. All Documents and Communications Concerning the Liquidation Analysis,
16 Including any drafts of the Liquidation Analysis and the basis for any assumptions made in
17 preparation of the Liquidation Analysis.

18 86. All Documents or Communications Concerning the Plan, the Disclosure Statement,
19 the Survivors’ Trust, the Survivors’ Trust Agreement, the Survivors’ Trust Distribution Plan,
20 and/or any of the other Plan Documents.

21 87. All Documents provided to the Finance Counsel, or other committees or
22 professionals, Concerning the Plan, the Disclosure Statement, the Survivors’ Trust, the Survivors’
23 Trust Agreement, the Survivors’ Trust Distribution Plan, and/or any of the other Plan Documents.

24 88. All Documents that the Finance Counsel, or other committees or professionals,
25 reviewed and/or relied upon in evaluating the Plan, the Disclosure Statement, the Survivors’ Trust,
26 the Survivors’ Trust Agreement, the Survivors’ Trust Distribution Plan, and/or the Survivors’
27 Trust Documents.

1 89. All Communications between members of the Finance Counsel, or other
2 committees, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors'
3 Trust Agreement, the Survivors' Trust Distribution Plan, and/or any of the other Plan Documents.

4 90. All minutes of the Finance Counsel, or other committees, Concerning the Plan, the
5 Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust
6 Distribution Plan, and/or the Survivors' Trust Documents.

7 91. All drafts of the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors'
8 Trust Agreement, the Survivors' Trust Distribution Plan, the Survivors' Trust Documents, and/or
9 other Plan Documents.

10 92. All Documents Concerning the Channeling Injunction, Including but not limited to
11 all Communications related thereto between or among You, the Non-Debtor Catholic Entities, any
12 Abuse Claimant, the Unknown Abuse Claims Representative, and/or any Persons or Entities that
13 will be, or could under the Plan become, a Released Party, Settling Insurer, or Holder of a
14 Channeled Claim.

15 93. All Documents that contain or relate to any Communications between You and/or
16 Your counsel and any other Person or Entity and/or their counsel Concerning the Plan and/or the
17 other Plan Documents.

18 94. All Documents and Communications Relating to the Mission Alignment Process,
19 Including any Mission Alignment Process findings provided to You (including draft and
20 preliminary findings).

21 95. All Documents and Communications Concerning the amount the Debtor needs to
22 retain to continue its mission going forward.

23 96. All Documents comprising or Relating to any of Your document retention or
24 document destruction policies, practices, or procedures Relating to the allegations of Abuse or
25 Abuse Claims from the past ten years.

26 97. All Documents produced by You to anyone during and in connection with the
27 Chapter 11 Case not produced to the Committee.

1 98. All Documents You intend to introduce or rely upon at any hearing on Confirmation
2 of the Plan.

3
4 Dated: April 11, 2025

LOWENSTEIN SANDLER LLP
KELLER BENVENUTTI KIM LLP

By: Michael A. Kaplan

Jeffrey D. Prol
Michael A. Kaplan
Brent Weisenberg
Colleen M. Restel

– and –

Tobias S. Keller
Jane Kim
Gabrielle L. Albert

*Counsel for the Official Committee of
Unsecured Creditors*

EXHIBIT D

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*Counsel for the Official Committee of Unsecured
Creditors*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

**THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS' FIRST SET
OF INTERROGATORIES TO THE
DEBTOR**

1 **PLEASE TAKE NOTICE** that, pursuant to Rules 26 and 33 of the Federal Rules of
2 Civil Procedure, as made applicable to this proceeding by Rules 7033 and 9014 of the Federal
3 Rules of Bankruptcy Procedure, and pursuant to the Local Rules of Bankruptcy Practice and
4 Procedure of the United States Bankruptcy Court for the Northern District of California, and in
5 connection with confirmation of the *Third Amended Plan of Reorganization* filed with the
6 Bankruptcy Court on March 17, 2025 [Dkt. No. 1830], as may be subsequently amended or
7 revised, the Official Committee of Unsecured Creditors (the “Committee”) appointed in the
8 bankruptcy case of the above-captioned debtor (the “Debtor”), by and through its undersigned
9 counsel, hereby requests that the Debtor respond to the following First Set of Interrogatories (each,
10 an “Interrogatory” and collectively, the “Interrogatories”) by **April 25, 2025** pursuant to the
11 forthcoming *Order Setting Certain Dates and Deadlines in Connection with Confirmation of the*
12 *Debtor’s Third Amended Plan of Reorganization*, by serving sworn answers upon Lowenstein
13 Sandler LLP, c/o Michael A. Kaplan, Esq., One Lowenstein Drive, Roseland, New Jersey 07068.

DEFINITIONS

1. “Abuse” shall have the meaning set forth in Section 1.1.1 of the Plan.
2. “Abuse Claim(s)” shall have the meaning set forth in Section 1.1.2 of the Plan.
3. “Abuse Claimant” shall have the meaning set forth in Section 1.1.3 of the Plan.
4. “Abuse Related Contribution Claim” shall have the meaning set forth in Section 1.1.6 of the Plan.
5. “Affiliate” shall have the meaning set forth in Section 1.1.10 of the Plan.
6. “All” includes the word “any,” and “any” includes the word “all.”
7. “Allegedly Restricted Assets” refers to any assets allegedly held in a charitable trust and/or assets for which the use allegedly restricted.
8. “And” includes the word “or,” and “or” includes the word “and.”
9. “Church(es)” shall have the meaning set forth in Section 1.1.28 of the Plan.
10. “Church Funds” means all funds allegedly held by the Debtor on behalf of the Churches.
11. “Claim” shall have the meaning set forth in Section 1.1.29 of the Plan.
12. “Class 1” refers to Secured Claims of RCC classified in Section 4.1 of the Plan.
13. “Class 2” refers to Priority Unsecured Claims classified in Section 4.2 of the Plan.
14. “Class 3” refers to General Unsecured Claims classified in Section 4.3 of the Plan.
15. “Class 4” refers to Abuse Claims classified in Section 4.4 of the Plan.
16. “Class 5” refers to Unknown Abuse Claims classified in Section 4.5 of the Plan.
17. “Class 6” refers to Non-Abuse Litigation Claims classified in Section 4.6 of the Plan.
18. “Class 7A” refers to Abuse Related Contribution Claims Related to Class 4 Claims classified in Section 4.7 of the Plan.
19. “Class 7B” refers to Abuse Related Contribution Claims Related to Class 5 Claims classified in Section 4.8 of the Plan.
20. “Committee” shall have the meaning set forth in Section 1.1.34 of the Plan.

1 21. “Debtor” or “RCBO” means, for purposes of these Requests, the Churches, The
2 Roman Catholic Bishop of Oakland and each of their current and former affiliates, corporate
3 parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys,
4 joint ventures, partners, and anyone acting on its or their behalf.

5 22. “Document(s)” is used in its broadest sense and includes all Communications and
6 writings of every kind, whether sent or received, including the original, drafts, copies and non-
7 identical copies bearing notations or marks not found on the original, and including, but not limited
8 to, text messages, short messaging service (SMS), multimedia messaging service (MMS), any
9 instant messages through any instant message service, letters, memoranda, reports, studies, notes,
10 speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes,
11 telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records,
12 ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment
13 books, tabulations, analyses, statistical or information accumulation, audits and associated
14 workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or
15 mechanical reproductions, all stored compilations of information of any kind which may be
16 retrievable (such as, but without limitation, the content of computer memory or information storage
17 facilities, and computer programs, and any instructions or interpretive materials associated with
18 them), electronic files or Documents or any electronically stored information of any kind
19 (including associated metadata, email, and voice-mail messages), and any other writings, papers,
20 and tangible things of whatever description whatsoever including, but not limited to, any
21 information contained in any computer, even if not printed out, copies of Documents which are
22 not identical duplicates of the originals (*e.g.*, because handwritten or “blind” notes appear thereon
23 or attached thereto), including prior drafts, whether or not the originals are in Your possession,
24 custody, or control.

25 23. “Each” shall mean each, every, any, and all.

26 24. “Effective Date” shall have the meaning set forth in Section 1.1.48 of the Plan.

27 25. “Entity” shall have the meaning set forth in Section 1.1.49 of the Plan.
28

- 1 26. “Exit Facility” shall have the meaning set forth in Section 1.1.57 of the Plan.
- 2 27. “General Unsecured Claims” refers to the Class 3 Claims classified in Section 4.3
- 3 of the Plan.
- 4 28. “Identify,” “identified,” “identity,” “state the identity,” “identifying,” and
- 5 “identification” means:
- 6 a. When used in reference to an individual, his or her (i) full name, (ii) present
- 7 or last known home address and telephone numbers, (iii) present or last
- 8 known business address and telephone numbers, and (iv) present or last
- 9 known occupation, employer and job title or description (indicating whether
- 10 the information provided is “current” or “last known” in each instance);
- 11 b. When used in reference to an organization of any kind, (i) its full name, (ii)
- 12 or other Entity, (iii) its date and state of incorporation (if applicable), (iv)
- 13 the address of its principal place of business and its telephone numbers, (v)
- 14 each state in which it is registered or authorized to do business and the date
- 15 on which it was first so registered or authorized, (vi) each state in which it
- 16 was, but is no longer, registered or authorized to do business, the date on
- 17 which it was first so registered or authorized, and the date on which it ceased
- 18 to be so registered or authorized, (vii) the name and current or last known
- 19 address of each Person who currently serves as an officer or director (if
- 20 applicable) together with the title held by each such Person and the date
- 21 from which such title has been held, (viii) whether it is currently active and,
- 22 if not, the date on which and reason for which it ceased doing business, (ix)
- 23 whether it is currently in good standing in each state in which it is
- 24 incorporated or registered or authorized to do business, (x) the address and
- 25 phone number of each other location at which it currently does business and
- 26 the date on which it commenced doing business at that location, and (xi) the
- 27 address and phone number of each location at which it did business in the
- 28

1 past, but at which it currently does not operate, and the dates between which
2 it did business at each such location;

3 c. When used in reference to a Document, (i) the type of Document, (ii) its
4 date, (iii) the identity of its author(s) and its recipient(s), (iv) any title and/or
5 serial or file number appearing on the Document, (v) the identity of its
6 present custodian, (vi) its present location, and (vii) a brief description of
7 its subject matter. If any such Document was, but is no longer in Your
8 possession or control or in existence, state whether it is missing, lost, has
9 been destroyed, has been transferred to others or has been otherwise
10 disposed of; and

11 d. When used in reference to an oral communication, (i) the date, place or
12 places, and parties to the oral communication or some other means of
13 identifying the oral communication; (ii) the substance of the oral
14 communication; (iii) the medium through which the oral communication
15 was made (in person or by telephone or video conference); (iv) each Person
16 who participated in the oral communication; (v) each Person hearing the
17 oral communication; and (vi) whether any written note or memorandum
18 documenting the oral communication exists in the manner required to
19 Identify a Document as defined above.

20 29. “Including” means including without limitation.

21 30. “Insurers” shall have the meaning set forth in Section 1.1.71 of the Plan.

22 31. “Non-Abuse Litigation Claims” shall have the meaning set forth in Section 1.1.73
23 of the Plan.

24 32. “Non-Debtor Catholic Entity” shall have the meaning set forth in Section 1.1.75 of
25 the Plan.

26 33. “Officers” refers to Your officers.

1 34. “OPF” means the Oakland Parochial Fund, Inc. and its current and former affiliates,
2 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
3 ventures, partners, and anyone acting on its behalf.

4 35. “Parish(es)” refers to the geographical territory that contains, among other things,
5 a Church that is served by a pastor and other clergy members that report directly to the Bishop,
6 School(s), and vacant land.

7 36. “Person” shall have the meaning set forth in Section 1.1.79 of the Plan.

8 37. “Petition Date” shall have the meaning set forth in Section 1.1.80 of the Plan.

9 38. “Plan” means the *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1830], as
10 may be modified, amended, or supplemented from time to time.

11 39. “Priority Unsecured Claim” shall have the meaning set forth in Section 1.1.86 of
12 the Plan.

13 40. “RCC” means the Roman Catholic Cemeteries of the Diocese of Oakland.

14 41. “Real Estate Collateral” refers to the real estate that the Reorganized Debtor will
15 liquidate to support the funding of the Plan.

16 42. “Relate(d) to” or “Relating to” means constitutes, refers, reflects, Concerns,
17 pertains to, supports, refutes, consists of, summarizes, discusses, notes, mentions, corroborates,
18 demonstrates, shows, embodies, identifies, analyzes, describes, evidences, or in any way logically
19 or factually connects with the matter described or referenced in the request.

20 43. “Revival Windows” refers to the time limit to commence a civil action pursuant to
21 Cal. Civ. Proc. Code §§ 340.1(c) (2002), 340.1(q) (2020), 340.35(b)–(c).

22 44. “School(s)” or “Diocesan School(s)” refers to the individual Catholic schools
23 within the Diocese of Oakland, each of which is part of the corporation sole that is the Debtor.

24 45. “Unknown Abuse Claim” shall have the meaning set forth in Section 1.1.114 of the
25 Plan.

26 46. “Unknown Abuse Claimant” refers to a Holder of an Unknown Abuse Claim.

27 47. “You” or “Your” refers to the Debtor.

1 **GENERAL INSTRUCTIONS**

2 1. Federal Rule of Civil Procedure 33, made applicable to this proceeding pursuant to
3 Federal Rules of Bankruptcy Procedure 7033 and 9014, is hereby incorporated by reference and
4 applies to each of the following instructions. All responses shall comply with the requirements of
5 the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local
6 Rules of the United States Bankruptcy Court for the Northern District of California.

7 2. The words “all,” “any,” and “each” shall each be construed as encompassing any
8 and all. The singular shall include the plural and vice versa; the terms “and” or “or” shall be both
9 conjunctive and disjunctive; and the term “including” means “including without limitation.” The
10 present tense shall be construed to include the past tense, and the past tense shall be construed to
11 include the present tense. The singular and masculine form of nouns and pronouns shall embrace,
12 and be read and applied as including, the plural, feminine or neuter, as circumstances may make
13 appropriate.

14 3. The phrase “possession, custody, or control” shall be construed in the broadest
15 possible manner and includes not only those things in Your immediate possession, but also those
16 things which are subject to Your control.

17 4. These Interrogatories shall be deemed continuing. In accordance with Rule 26(e)
18 of the Federal Rules of Civil Procedure, You are required to supplement or correct Your answers
19 in a timely manner if You learn that in some material respect the answer is incomplete or incorrect,
20 and if the additional or corrective information has not otherwise been made known to the
21 Committee during the discovery process or in writing.

22 5. Each Interrogatory shall be answered separately and fully in writing under oath,
23 unless it is objected to, in which event the reasons for the objection shall be stated in lieu of an
24 answer. The answers are to be signed by the Person making them, and the objections signed by
25 the attorney making them. An interrogatory otherwise proper is not necessarily objectionable
26 merely because an answer to the interrogatory involves an opinion or contention that relates to fact
27 or the application of fact to law.
28

1 6. In answering these Interrogatories, You are requested to set forth each Interrogatory
2 in full before setting forth Your answers.

3 7. State whether the information furnished is within Your personal knowledge and, if
4 not, Identify each Person to whom the information is a matter of personal knowledge, if known.

5 8. Please furnish all non-privileged information which is based on Your own personal
6 knowledge or which is in the possession of Your attorneys or agents of any kind whatsoever. If
7 You cannot answer any portion of the question, please specify the reasons You cannot provide an
8 answer. If any information requested is not in Your possession, but is known or believed to be in
9 the possession of another Person or Entity, then Identify that Person or Entity and state the basis
10 of Your belief or knowledge that the requested information is in such Person's or Entity's
11 possession. You are expected, however, to take all necessary steps to secure the information which
12 is responsive to the Interrogatories.

13 9. With respect to each Interrogatory, in addition to supplying the information
14 requested, you are to Identify all Documents that support, refer to, or evidence the subject-matter
15 of the Interrogatory and your responses. In the event that a requested Document has been lost,
16 destroyed, discarded, and/or otherwise disposed of; the parties will Identify the Document by
17 identifying: (i) its author or preparer; (ii) all Persons to whom distributed or shown; (iii) date; (iv)
18 subject matter; (v) attachments or appendices; (vi) date, manner, and reason for destruction or
19 other disposition; (vii) Person authorizing destruction or other disposition; (viii) the Interrogatory
20 to which the Document is responsive.

21 10. If You contend that a response to an Interrogatory calls for privileged information,
22 in whole or in part, or contend that any part of Your answer would be excludable from production
23 in discovery, please specify: (i) that information is being withheld; (ii) the information being
24 withheld with sufficient particularity to enable the party propounding these Interrogatories to bring
25 the matter before the Court for a ruling on such a claim; (iii) the identity of each Person having
26 knowledge of the factual basis and the individual Documents, if any, on which the privilege or
27 other ground is asserted; and (iv) the legal basis for the assertion of the claim of privilege.

1 11. If You object to any of these Interrogatories, state in writing with specificity the
2 grounds of Your objections. Any ground not stated shall be waived. If You object to a particular
3 portion of any Interrogatory, You shall respond to any other portions of such Interrogatory as to
4 which there is no objection and state with specificity the grounds of the objection.

5 12. If an Interrogatory or portion thereof requests information already provided in
6 response to an earlier Interrogatory, you may respond by specifying the Document, or portion
7 thereof, which contains the information sought.

1 **INTERROGATORIES**

2 1. Identify every settlement, termination, payment, satisfaction, or resolution of any
3 Abuse Claims or Unknown Abuse Claims against You or the Non-Debtor Catholic Entities
4 asserted during any of the Revival Windows.

5 2. For each settlement, termination, payment, satisfaction, or resolution Identified in
6 response to Interrogatory No. 1, Identify whether You asserted any potential inability to pay or
7 previewed potential bankruptcy proceedings in connection with the negotiation of such settlement,
8 termination, payment, satisfaction, or resolution.

9 3. Identify the following information for each settlement, termination, payment,
10 satisfaction, or resolution Identified in response to Interrogatory No. 1:

- 11 a. Nature of the Abuse alleged (e.g., penetration, oral sex);
12 b. Number of instances of Abuse alleged;
13 c. Dates and duration of Abuse alleged;
14 d. Whether the Claim fell within the statutory limitations period, before
15 consideration of any potential tolling arguments;
16 e. Abuse Claimant's age at the time of the Abuse or the Abuse Claimant's date
17 of birth;
18 f. Location of the Abuse, including the name of the location, city, state, and
19 type of location (e.g., Church, Parish, School, home);
20 g. Attributes of the accused, including the accused's name (or, if unable to
21 share the name, Identify whether the accused is on the list of credibly
22 accused), whether the accused was an adult or minor at the time of the
23 Abuse, the accused's role (e.g., priest, brother, teacher, coach), the Abuse
24 Claimant's relationship to the accused (e.g., student, altar boy, parishioner,
25 familial); and
26 h. Accused's association or affiliation to You, including to any Church, Parish,
27 School, or Non-Debtor Catholic Entity.
28

1 4. For any Allegedly Restricted Assets, Identify each and every instance where You
2 compelled or permitted a distribution or use of Allegedly Restricted Assets.

3 5. Identify the account holding each Allegedly Restricted Asset from inception to the
4 present.

5 6. Identify any Allegedly Restricted Assets that were commingled at any time with
6 any assets subject to different restrictions or any unrestricted assets.

7 7. Identify all real property owned by You.

8 8. Identify all real property owned by any Non-Debtor Catholic Entity.

9 9. Identify all Real Estate Collateral.

10 10. Identify all real property any Non-Debtor Catholic Entity intends to sell to make
11 any payments in connection with the Plan.

12 11. Identify all real property You intend to use as collateral in connection with the Exit
13 Facility.

14 12. Identify any real property transferred by You at any time in the seven years
15 preceding the Petition Date.

16 13. Identify what liabilities will remain with You following the Effective Date of the
17 Plan, including without limitation any amounts owed to or by OPF, the Non-Debtor Catholic
18 Entities, or any insider or Affiliate, and any rights or obligations under any insurance policy.

19 14. Identify all the Claims, including amounts to be paid for Class 1, Secured Claims
20 of RCC, under the Plan.

21 15. Identify all the Claims, including amounts to be paid for Class 2, Priority Unsecured
22 Claims, under the Plan.

23 16. Identify all the Claims, including amounts to be paid for Class 3, General
24 Unsecured Claims, under the Plan.

25 17. Identify all the claims, including amounts to be paid for Class 6, Non-Abuse
26 Litigation Claims, under the Plan.

1 18. Identify all the claims, including amounts to be paid for Class 7A, Abuse Related
2 Contribution Claims Related to Class 4 Claims, under the Plan.

3 19. Identify all the claims, including amounts to be paid for Class 7B, Abuse Related
4 Contribution Claims Related to Class 5 Claims, under the Plan.

5
6 Dated: April 11, 2025

LOWENSTEIN SANDLER LLP
KELLER BENVENUTTI KIM LLP

7 By: Michael A. Kaplan
8 Jeffrey D. Prol
9 Michael A. Kaplan
Brent Weisenberg
Colleen M. Restel

10 – and –

11 Tobias S. Keller
12 Jane Kim
Gabrielle L. Albert

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

EXHIBIT E

UNITED STATES BANKRUPTCY COURT

Northern

District of

California

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

Debtor

Case No. 23-40523 WJL

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: Fr. Ghebriel Woldai

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See attached Schedule A.

PLACE Keller Benvenuti Kim LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

DATE AND TIME

May 23, 2025 at 5:00 PM (PST)

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 4/11/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk/s/ Gabrielle L. AlbertAttorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

The Official Committee of Unsecured Creditors, who issues or requests this subpoena, are:

Gabrielle L. Albert, 425 Market Street, 26th Floor, San Francisco, CA 94105, galbert@kbkllp.com, (415) 496-6723**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

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SCHEDULE A

DEFINITIONS

1. “Abuse” shall have the meaning set forth in Section 1.1.1 of the Plan.
2. “Abuse Claim(s)” shall have the meaning set forth in Section 1.1.2 of the Plan.
3. “All” includes the word “any,” and “any” includes the word “all.”
4. “Allegedly Restricted Assets” refers to any assets allegedly held in a charitable trust and/or assets for which the use allegedly restricted.
5. “And” includes the word “or,” and “or” includes the word “and.”
6. “Bishop” refers to The Most Reverend Michael C. Barber, SJ.
7. “Chapter 11 Case” means the bankruptcy proceeding initiated by RCBO on the Petition Date in the Bankruptcy Court captioned 23-40523 (WJL).
8. “Church(es)” shall have the meaning set forth in Section 1.1.28 of the Plan.
9. “College of Consulters” refers to the College of Consulters of the Diocese of Oakland and each of its members.
10. “Committee” shall have the meaning set forth in Section 1.1.34 of the Plan.
11. “Communication(s)” means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails and other Documents and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, telegrams, cables, and other Documents memorializing or constituting any information exchange.
12. “Concerning” or “Concern(s)” means constituting, Relating to, pertaining to, based upon, bearing upon, referring to, with reference to, arising in connection with, arising out of, regarding, by reason of, having to do with, or having any relation to, in the broadest sense.
13. “Debtor” or “RCBO” means, for purposes of these Requests, the Churches, The Roman Catholic Bishop of Oakland and each of their current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys, joint ventures, partners, and anyone acting on its or their behalf.

1 14. “Diocese” or “Diocese of Oakland” refers to the geographic region of RCBO,
2 covering Alameda and Contra Costa counties in the San Francisco Bay Area.

3 15. “Disclosure Statement” means the *Third Amended Disclosure Statement for*
4 *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1874], as may be modified, amended, or
5 supplemented from time to time.

6 16. “Document(s)” is used in its broadest sense and includes all Communications and
7 writings of every kind, whether sent or received, including the original, drafts, copies and non-
8 identical copies bearing notations or marks not found on the original, and including, but not limited
9 to, text messages, short messaging service (SMS), multimedia messaging service (MMS), any
10 instant messages through any instant message service, letters, memoranda, reports, studies, notes,
11 speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes,
12 telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records,
13 ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment
14 books, tabulations, analyses, statistical or information accumulation, audits and associated
15 workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or
16 mechanical reproductions, all stored compilations of information of any kind which may be
17 retrievable (such as, but without limitation, the content of computer memory or information storage
18 facilities, and computer programs, and any instructions or interpretive materials associated with
19 them), electronic files or Documents or any Electronically Stored Information of any kind
20 (including associated metadata, email, and voice-mail messages), and any other writings, papers,
21 and tangible things of whatever description whatsoever including, but not limited to, any
22 information contained in any computer, even if not printed out, copies of Documents which are
23 not identical duplicates of the originals (*e.g.*, because handwritten or “blind” notes appear thereon
24 or attached thereto), including prior drafts, whether or not the originals are in Your possession,
25 custody, or control.

26 17. “Each” shall mean each, every, any, and all.
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1 18. “Electronically Stored Information” includes, without limitation, the following:
2 information that is generated, received, processed, recorded, or accessed by computers and other
3 electronic devices, including but not limited to—

- 4 a. E-mail;
- 5 b. Internal or external web sites;
- 6 c. Output resulting from the use of any software program; and
- 7 d. All information stored on cache memories, magnetic disks (such as
8 computer hard drives or floppy drives), optical disks (such as DVDs or
9 CDs), magnetic tapes, microfiche, or on any other media for digital data
10 storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such
11 as an iPad®, or a personal digital assistant such as a Blackberry®).

12 19. “Entity” shall have the meaning set forth in Section 1.1.49 of the Plan.

13 20. “Explain” means to elucidate, to make plain or understandable, to give the reason
14 for or cause of, and to show the logical development or relationships thereof.

15 21. “Finance Council” refers to the Diocese of Oakland Finance Council and each of
16 its members.

17 22. “Identify,” “identified,” “identity,” “state the identity,” “identifying,” and
18 “identification” means:

- 19 a. When used in reference to an individual, his or her (i) full name; (ii) present
20 or last known home address and telephone numbers; (iii) present or last
21 known business address and telephone numbers; and (iv) present or last
22 known occupation, employer and job title or description (indicating whether
23 the information provided is “current” or “last known” in each instance);
- 24 b. When used in reference to an organization of any kind, (i) its full name; (ii)
25 or other Entity; (iii) its date and state of incorporation (if applicable); (iv)
26 the address of its principal place of business and its telephone numbers; (v)
27 each state in which it is registered or authorized to do business and the date
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1 on which it was first so registered or authorized; (vi) each state in which it
2 was, but is no longer, registered or authorized to do business, the date on
3 which it was first so registered or authorized, and the date on which it ceased
4 to be so registered or authorized; (vii) the name and current or last known
5 address of each Person who currently serves as an officer or director (if
6 applicable) together with the title held by each such Person and the date
7 from which such title has been held; (viii) whether it is currently active and,
8 if not, the date on which and reason for which it ceased doing business; (ix)
9 whether it is currently in good standing in each state in which it is
10 incorporated or registered or authorized to do business; (x) the address and
11 phone number of each other location at which it currently does business and
12 the date on which it commenced doing business at that location; and (xi) the
13 address and phone number of each location at which it did business in the
14 past, but at which it currently does not operate, and the dates between which
15 it did business at each such location;

16 c. When used in reference to a Document, (i) the type of Document; (ii) its
17 date; (iii) the identity of its author(s) and its recipient(s); (iv) any title and/or
18 serial or file number appearing on the Document; (v) the identity of its
19 present custodian; (vi) its present location; and (vii) a brief description of
20 its subject matter. If any such Document was, but is no longer in Your
21 possession or control or in existence, state whether it is missing, lost, has
22 been destroyed, has been transferred to others or has been otherwise
23 disposed of; and

24 d. When used in reference to an oral communication, (i) the date, place or
25 places, and parties to the oral communication or some other means of
26 identifying the oral communication; (ii) the substance of the oral
27 communication; (iii) the medium through which the oral communication
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1 was made (in person or by telephone or video conference); (iv) each Person
2 who participated in the oral communication; (v) each Person hearing the
3 oral communication; and (vi) whether any written note or memorandum
4 documenting the oral communication exists in the manner required to
5 Identify a Document as defined above.

6 23. “Including” means including without limitation.

7 24. “Initial Debtor Contribution” means the \$63 million in good and available funds
8 that the Debtor shall transfer to the Survivors’ Trust using wiring instructions provided by the
9 Survivors’ Trustee. Specifically, it means the approximately \$53 million in cash received through
10 the Exit Facility and approximately \$10 million in non-restricted cash held by the Debtor.

11 25. “Insurance Settlement Agreement” shall have the meaning set forth in Section
12 1.1.70 of the Plan.

13 26. “Insurers” shall have the meaning set forth in Section 1.1.71 of the Plan.

14 27. “Investment Account” refers to Your account that holds stocks, bonds, funds and
15 other securities, as well as cash.

16 28. “Investment Account Agreement” refers to the agreement between the Debtor and
17 OPF, dated April 1, 2023, for OPF to provide investment management services to the Debtor and
18 includes all amendments, attachments, exhibits, supplements, and related Documents thereto.

19 29. “Mission Alignment Process” means the task force formed by the Debtor in March
20 2021 to assess how to meet the challenges of declining mass attendance, underutilized Parish
21 facilities, and the declining number of priests serving in the Diocese. The Mission Alignment
22 Process is composed of 15 members representing laity and clergy of the Debtor.

23 30. “Non-Debtor Catholic Entity” shall have the meaning set forth in Section 1.1.75 of
24 the Plan.

25 31. “Parish(es)” refers to the geographical territory that contains, among other things,
26 a Church that is served by a pastor and other clergy members that report directly to the Bishop,
27 School(s), and vacant land.

- 1 32. “Person” shall have the meaning set forth in Section 1.1.79 of the Plan.
- 2 33. “Petition Date” shall have the meaning set forth in Section 1.1.80 of the Plan.
- 3 34. “Plan” means the *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1830], as
4 may be modified, amended, or supplemented from time to time.
- 5 35. “Survivors’ Trust” shall have the meaning set forth in Section 1.1.99 of the Plan.
- 6 36. “Survivors’ Trustee” shall have the meaning set forth in Section 1.1.106 of the Plan.
- 7 37. “VeraCruz” refers to VeraCruz Advisory, LLC and its current and former affiliates,
8 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
9 ventures, partners, and anyone acting on its behalf.
- 10 38. “You” or “Your” refers to Fr. Ghebriel Woldai.
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1 **GENERAL INSTRUCTIONS**

2 1. Federal Rule of Civil Procedure 45, made applicable to this proceeding pursuant to
3 Federal Rules of Bankruptcy Procedure 9016, is hereby incorporated by reference and applies to
4 each of the following instructions. All responses shall comply with the requirements of the Federal
5 Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the
6 United States Bankruptcy Court for the Northern District of California.

7 2. Unless otherwise stated in a Request herein, the relevant time period for the
8 discovery being sought shall be May 8, 2019 to the present.

9 3. Unless otherwise stated in a Request herein, the Requests are directed to Your
10 personal knowledge and involvement.

11 4. The terms “all,” “any,” and “each” shall each be construed as encompassing any
12 and all.

13 5. The connectives “and” and “or” shall be construed either disjunctively or
14 conjunctively as necessary to bring within the scope of the Requests all responses that might
15 otherwise be construed to be outside of its scope.

16 6. The use of the singular form of any word includes the plural and vice versa. The
17 term “including” means “including without limitation.” The present tense shall be construed to
18 include the past tense, and the past tense shall be construed to include the present tense. The
19 singular and masculine form of nouns and pronouns shall embrace, and be read and applied as
20 Including, the plural, feminine, or neuter, as circumstances may make appropriate.

21 7. The phrase “possession, custody, or control” shall be construed in the broadest
22 possible manner and includes not only those things in Your immediate possession, but also those
23 things which are subject to Your control.

24 8. These Requests shall be deemed continuing in nature. In accordance with Rule
25 26(e) of the Federal Rules of Civil Procedure, You are required to supplement or correct Your
26 written response and/or production in a timely manner if You learn that in some material respect
27 the response and/or production is incomplete or incorrect, and if the additional or corrective
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1 information has not otherwise been made known to the Committee during the discovery process
2 or in writing.

3 9. Produce all Documents and all other materials described below in Your actual or
4 constructive possession, custody, or control, regardless of whether the Documents were prepared
5 by You and/or are kept or maintained by You at Your place of business or in any other location,
6 and which includes Documents in the possession, custody or control of Your employees,
7 representatives, agents, independent contractors, consultants, attorneys, accountants, auditors, or
8 any other Persons acting or purporting to act on Your behalf. The Requests specifically include
9 the desk and personal files, Including electronic files, of all such Persons.

10 10. Documents should include all exhibits, appendices, linked Documents, or otherwise
11 appended Documents that are referenced in, attached to, included with, or are a part of the
12 Requests.

13 11. Documents not otherwise responsive to these Requests should be produced: (a) if
14 such Documents mention, discuss, Refer to, Explain, or Concern one or more Documents that are
15 called for by these Requests; (b) if such Documents are attached to, enclosed with, or
16 accompanying Documents called for by these Requests; or (c) if such Documents constitute
17 routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

18 12. If any Document, or any part thereof, is not produced based on a claim of attorney-
19 client privilege, work-product protection, or any other privilege, then in answer to such Request
20 or part thereof, for each such Document, You must:

- 21 a. Identify the type, title, and subject matter of the Document;
- 22 b. State the place, date, and manner of preparation of the Document;
- 23 c. Identify all authors, addresses, and recipients of the Document, Including
24 information about such Persons to assess the privilege asserted; and
- 25 d. Identify the legal privilege(s) and the factual basis for the claim.

26 13. Documents should not contain redactions unless such redactions are made to protect
27 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
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Documents are produced with redactions, a log setting forth the information requested in Instruction 11 above must be provided.

14. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, Identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, Identify each Person having knowledge of the circumstances of the disposition, and Identify each Person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests are to be identified and produced.

15. If the identity of Documents responding to a Request is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession, but is known or believed to be in the possession of another Person or Entity, then Identify that Person or Entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

16. If there are no Documents responsive to a particular Request, please provide a written response so stating.

17. If any part of the following Requests cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have Concerning the portion to which You do not respond.

18. If You object to any of these Requests, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Request, You shall respond to any other portions of such Request as to which there is no objection and state with specificity the grounds of the objection.

1 19. If You believe that any Request, definition, or instruction is ambiguous, in whole
2 or in part, You nonetheless must respond and (a) set forth the matter deemed ambiguous and (b)
3 describe the manner in which You construed the Request in order to frame Your response.

4 20. All Documents produced shall be provided in either native file (“native”) or single-
5 page 300 dpi-resolution group IV TIF (“tiff”) format, along with appropriately formatted industry-
6 standard database load files and accompanied by true and correct copies or representations of
7 unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall
8 be produced along with a multi-page, Document-level searchable text file (“searchable text”) as
9 rendered by an industry-standard text extraction program in the case of electronic originals or by
10 an industry-standard Optical Character Recognition (“OCR”) program in the case of scanned paper
11 Documents.

12 21. Documents and other responsive data or materials created, stored, or displayed on
13 electronic or electro-magnetic media shall be produced in the order in which the Documents are
14 or were stored in the ordinary course of business, Including all reasonably accessible metadata,
15 custodian, or Document source information, and searchable text as to allow the Committee through
16 a reasonable and modest effort to fairly, accurately, and completely access, search, display,
17 comprehend, and assess the Documents’ true and original content.

DOCUMENT REQUESTS

1. All Communications between You and the College of Consultors Relating to the Abuse Claims or the Chapter 11 Case.

2. All Communications between You and the Finance Council Relating to the Abuse Claims or the Chapter 11 Case.

3. All Communications between You and the Bishop and/or the Debtor Relating to the Abuse Claims or the Chapter 11 Case.

4. All Documents Relating to Allegedly Restricted Assets, Including the basis of any restriction, use, and/or depletion of said assets.

5. All Communications between You, the Bishop, the Debtor and/or any Church donor Relating to receipt of, requests for, or use of donations to support the Church (Including but not limited to requests for “repurposing” of any donations).

6. All Communications between You, the Bishop, the Debtor and/or VeraCruz Relating to the Mission Alignment Process.

7. All Documents Relating to the Mission Alignment Process, including but not limited to any Documents submitted by You to the Bishop, the Debtor, VeraCruz, or any other professionals (including any committees, councils, or similar organizations) and any Mission Alignment Process findings provided to You and/or the Church (including draft and preliminary findings).

8. All Documents Relating to loans (whether historical or outstanding) and loan requests made by You on behalf of the Church to the Bishop, Debtor, Non-Debtor Catholic Entities, or external third parties, including but not limited to applications, due diligence materials, loan agreements, promissory notes, repayments, forgiveness, cancellations, reductions, conversions, write-offs, and allowances.

9. All Documents Relating to Your analyses of Abuse Claims.

10. All Communications between You and the Bishop and/or the Debtor Relating to the Chapter 11 Case, including but not limited to Relating to the Plan and Disclosure Statement.

1 Dated: April 11, 2025

**LOWENSTEIN SANDLER LLP
KELLER BENVENUTTI KIM LLP**

2 By: s/ Michael A. Kaplan

3 Jeffrey D. Prol

4 Michael A. Kaplan

5 Brent Weisenberg

6 Colleen M. Restel

7 – and –

8 Tobias S. Keller

9 Jane Kim

10 Gabrielle L. Albert

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

EXHIBIT F

Document Request No. 1: All Communications between You and the College of Consultors Relating to the Abuse Claims or the Chapter 11 Case.	
RFP 87:	All Documents provided to the Finance Counsel, or other committees or professionals, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or any of the other Plan Documents.
RFP 88:	All Documents that the Finance Counsel, or other committees or professionals, reviewed and/or relied upon in evaluating the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or the Survivors' Trust Documents.
RFP 89:	All Communications between members of the Finance Counsel, or other committees, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or any of the other Plan Documents.
RFP 90:	All minutes of the Finance Counsel, or other committees, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or the Survivors' Trust Documents.

Document Request No. 2: All Communications between You and the Finance Council Relating to the Abuse Claims or the Chapter 11 Case.	
RFP 4:	All minutes, transcripts, and recordings for meetings of Finance Council Concerning the filing of the Chapter 11 Case in January 1, 2020.
RFP 5:	All resolutions passed by the Finance Council Concerning the filing of the Petition from January 1, 2020 to present.

RFP 87:	All Documents provided to the Finance Counsel, or other committees or professionals, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or any of the other Plan Documents.
RFP 88:	All Documents that the Finance Counsel, or other committees or professionals, reviewed and/or relied upon in evaluating the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or the Survivors' Trust Documents.
RFP 89:	All Communications between members of the Finance Counsel, or other committees, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or any of the other Plan Documents.
RFP 90:	All minutes of the Finance Counsel, or other committees, Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or the Survivors' Trust Documents.

Document Request No. 3: All Communications between You and the Bishop and/or the Debtor Relating to the Abuse Claims or the Chapter 11 Case.	
RFP 47:	All Documents and Communications Concerning any Abuse Claims made, reported, asserted, or filed against You.
RFP 48:	All Documents and Communications Concerning Your process for assessing the Abuse Claims and Unknown Abuse Claims.
RFP 50:	All Documents and Communications Concerning Your process for valuing the Abuse Claims and Unknown Abuse Claims.

RFP 51:	All Documents and Communications Concerning any analysis of the validity or valuation of any Abuse Claims or Unknown Abuse Claims, individually and/or in the aggregate, Including but not limited to Communications between You and any consultant or other professional Relating to the valuation of Abuse Claims.
RFP 56:	Documents and Communications Concerning any settlement, termination, payment, satisfaction, or resolution of any Abuse Claims or Unknown Abuse Claims against You or the Non-Debtor Catholic Entities asserted during any of California's Revival Windows, including but not limited to all settlement agreements and/or Releases, Claim information sheets, Claim summaries, verdicts or judgments, dismissals, dismissals that were refiled, and any Claims payment database or tracker.

Document Request No. 4: All Documents Relating to Allegedly Restricted Assets, Including the basis of any restriction, use, and/or depletion of said assets.

RFP 7:	For any Allegedly Restricted Assets, provide complete financial records from inception through the present showing (i) the initial funding of each Allegedly Restricted Asset/trust; (ii) the source of the initial funding; (iii) all subsequent additions, deposits, and/or transfers to the trust fund or account for each Allegedly Restricted Asset/trust; (iv) all distributions, disbursements, transfers, or reductions; (v) all interest, fees, taxes, and administration expenses; and (vi) the current amount of all Allegedly Restricted Assets/trust. For each distribution and/or disbursement of Allegedly Restricted Assets, whether principal or income, Identify (i) the date of each distribution, disbursement, and/or transfer; (ii) the recipient; (iii) the amount; (iv) the individual who authorized the distribution, disbursement, and/or transfer; and (v) the purpose and/or use of the distribution, disbursement, and/or transfer.
RFP 8:	All Documents and Communications Concerning any requirement You have to Allegedly Restricted Assets, Including but not limited to Documents and Communications Concerning any alleged restriction on Your property and/or the assets in any charitable trust.

RFP 9:	For any Allegedly Restricted Assets, Documents sufficient to Identify each and every instance where You compelled or permitted a distribution or use of Allegedly Restricted Assets. Provide all Documents Concerning the exercise of such right to compel or permit a distribution or use.
RFP 11:	If the Allegedly Restricted Assets were commingled at any time with any assets subject to different restrictions or unrestricted assets, Documents sufficient to Identify all accounts that held funds belonging to the trust and all Documents associated with those accounts.
RFP 12:	An accounting of how any Allegedly Restricted Assets are held.
RFP 13:	An accounting of how any Allegedly Restrict Assets have been used.
RFP 14:	Documents and Communications Concerning any analysis of whether any of the Allegedly Restricted Assets can be used to pay any of Your creditors, Including but not limited to Holders of General Unsecured Claims.

Document Request No. 5: All Communications between You, the Bishop, the Debtor and/or any Church donor Relating to receipt of, requests for, or use of donations to support the Church (Including but not limited to requests for “repurposing” of any donations).

RFP 7:	For any Allegedly Restricted Assets, provide complete financial records from inception through the present showing (i) the initial funding of each Allegedly Restricted Asset/trust; (ii) the source of the initial funding; (iii) all subsequent additions, deposits, and/or transfers to the trust fund or account for each Allegedly Restricted Asset/trust; (iv) all distributions, disbursements, transfers, or reductions; (v) all interest, fees, taxes, and administration expenses; and (vi) the current amount of all Allegedly Restricted Assets/trust. For each distribution and/or disbursement of Allegedly Restricted Assets, whether principal or income, Identify (i) the date of each distribution, disbursement, and/or transfer; (ii) the recipient; (iii) the amount; (iv) the individual who authorized
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	the distribution, disbursement, and/or transfer; and (v) the purpose and/or use of the distribution, disbursement, and/or transfer.
RFP 8:	All Documents and Communications Concerning any requirement You have to Allegedly Restricted Assets, Including but not limited to Documents and Communications Concerning any alleged restriction on Your property and/or the assets in any charitable trust.
RFP 9:	For any Allegedly Restricted Assets, Documents sufficient to Identify each and every instance where You compelled or permitted a distribution or use of Allegedly Restricted Assets. Provide all Documents Concerning the exercise of such right to compel or permit a distribution or use.
RFP 11:	If the Allegedly Restricted Assets were commingled at any time with any assets subject to different restrictions or unrestricted assets, Documents sufficient to Identify all accounts that held funds belonging to the trust and all Documents associated with those accounts.
RFP 12:	An accounting of how any Allegedly Restricted Assets are held.
RFP 13:	An accounting of how any Allegedly Restricted Assets have been used.
RFP 14:	Documents and Communications Concerning any analysis of whether any of the Allegedly Restricted Assets can be used to pay any of Your creditors, Including but not limited to Holders of General Unsecured Claims.

Document Request No. 6: All Communications between You, the Bishop, the Debtor and/or VeraCruz Relating to the Mission Alignment Process.

RFP 94:

All Documents and Communications Relating to the Mission Alignment Process, Including any Mission Alignment Process findings provided to You (including draft and preliminary findings).

Document Request No. 7: All Documents Relating to the Mission Alignment Process, including but not limited to any Documents submitted by You to the Bishop, the Debtor, VeraCruz, or any other professionals (including any committees, councils, or similar organizations) and any Mission Alignment Process findings provided to You and/or the Church (including draft and preliminary findings).

RFP 94:

All Documents and Communications Relating to the Mission Alignment Process, Including any Mission Alignment Process findings provided to You (including draft and preliminary findings).

Document Request No. 9: All Documents Relating to Your analyses of Abuse Claims.

RFP 47:

All Documents and Communications Concerning any Abuse Claims made, reported, asserted, or filed against You.

RFP 48:

All Documents and Communications Concerning Your process for assessing the Abuse Claims and Unknown Abuse Claims.

RFP 50:

All Documents and Communications Concerning Your process for valuing the Abuse Claims and Unknown Abuse Claims.

RFP 51:

All Documents and Communications Concerning any analysis of the validity or valuation of any Abuse Claims or Unknown Abuse Claims, individually and/or in the aggregate, Including but not limited to Communications between You and any consultant or other professional Relating to the valuation of Abuse Claims.

RFP 56:	Documents and Communications Concerning any settlement, termination, payment, satisfaction, or resolution of any Abuse Claims or Unknown Abuse Claims against You or the Non-Debtor Catholic Entities asserted during any of California's Revival Windows, including but not limited to all settlement agreements and/or Releases, Claim information sheets, Claim summaries, verdicts or judgments, dismissals, dismissals that were refiled, and any Claims payment database or tracker.
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Document Request No. 10: All Communications between You and the Bishop and/or the Debtor Relating to the Chapter 11 Case, including but not limited to Relating to the Plan and Disclosure Statement.	
RFP 80:	All Documents and Communications Concerning any analysis of the feasibility of the Plan.
RFP 81:	Documents sufficient to show the amount of projected Administrative Expense Claims to be paid pursuant to the Plan.
RFP 82:	All Documents and Communications Concerning Your statement in the Disclosure Statement that "Nothing in the Plan, however, prohibits the Debtor from making payments to OPF after the Effective Date of the Plan in order to satisfy its obligations under Canon Law, provided such payments do not otherwise violate the terms of the Plan or applicable civil law."
RFP 84:	All Documents and Communications Concerning the amounts to be used from the Survivors' Trust for the payment of (a) the expenses to retain professionals to carry out the obligations of the Abuse Claims Reviewer under the Survivors' Trust Agreement as set forth in the Plan; and (b) the cost to conduct the Survivors' Trust Distribution Plan as set forth in the Plan.
RFP 85:	All Documents and Communications Concerning the Liquidation Analysis, Including any drafts of the Liquidation Analysis and the basis for any assumptions made in preparation of the Liquidation Analysis.

RFP 86:	All Documents or Communications Concerning the Plan, the Disclosure Statement, the Survivors' Trust, the Survivors' Trust Agreement, the Survivors' Trust Distribution Plan, and/or any of the other Plan Documents.
RFP 93:	All Documents that contain or relate to any Communications between You and/or Your counsel and any other Person or Entity and/or their counsel Concerning the Plan and/or the other Plan Documents.

EXHIBIT G

FOLEY & LARDNER LLP

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*Counsel for the Debtor
and Debtor in Possession*

**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

**DECLARATION OF MATTHEW D. LEE IN
SUPPORT OF DEBTOR'S MOTION TO
QUASH AND FOR PROTECTIVE ORDER
AGAINST OFFICIAL COMMITTEE OF
UNSECURED CREDITORS' SUBPOENAS**

1 I, Matthew D. Lee, hereby declare as follows:

2 1. My name is Matthew D. Lee. I am of sound mind and am over twenty-one (21) years old.
3 I submit this declaration in support of the *Joint Motion to Quash and Motion for Protection Against the*
4 *Official Committee of Creditors' Subpoenas Served on the Debtor's Clergy Employees*, filed concurrently
5 herewith (the "Motion")¹ filed by the Debtor and the Clergy Employees.

6 2. I am Attorney of Record for the Debtor. In this capacity, I am familiar with the Debtor, its
7 operations, and the events in this matter. I am therefore qualified and competent to make this declaration.
8 Except as otherwise noted, all facts set forth in this Declaration are based upon my personal knowledge
9 or upon my review of the records maintained in the ordinary course of business in connection with this
10 proceeding.

11 3. On June 5, 2023, counsel for the Committee sent a letter it characterized as "initial
12 information requests." The letter contained 71 requests concerning (1) the Debtor's corporate structure
13 and background, (2) Trust-related Documents, (3) Parishes and other Catholic Entities, (4) the relationship
14 between the Debtor, Parishes, and Other Catholic Entities, (5) the Debtor's financial affairs, (6) the abuse
15 claims and victim compensation, (7) financial information, and (8) Debtor's insurance policies and
16 coverage. This was the first of many informal document requests from the Committee to the Debtor.

17 4. The coordination and efforts required by the Debtor and counsel was significant. First, the
18 Committee's requests were not limited in time, which required not only complete imaging of the Debtor's
19 servers, but also archive retrieval of physical and digitized copies dating back more than 50 years; many
20 hours-long calls and meetings among attorneys, IT professionals, management on every level, parishes,
21 Non-Debtor Catholic Entities, and other various third-parties to advise on custodians, document retrieval,
22 and search terms; retention of vendors and experts; multiple on-site visits; hundreds of hours of privilege
23 and relevancy review by attorneys; and costs to upload, store, review, and produce all of the documents.

24 5. In all, the Debtor produced 16,156 documents to the Committee, many of which had
25 hundreds of pages.

26 6. In addition to these documents, the Debtor provided a carbon copy of its financial database,
27 showing all transfers the Debtor made during the ten years leading up to the bankruptcy. The Debtor

28 _____
¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 produced this data in native format so the Committee's financial experts could search and sort through the
2 data. It was a complete disclosure of the Debtor's financial records, showing, for example, incoming and
3 outgoing restricted gifts, and the way the Debtor accounted for restricted assets.

4 7. Following these productions, the Committee did not contact Debtor's counsel to discuss
5 additional documents or confer about any issues with the production.

6 8. Compliance with the Clergy Employee Subpoenas would require additional site visits,
7 interviews, coordination with the clergy and parishes, retention of vendors and IT experts, and multiple
8 hours of document review, similar to the efforts taken to respond to the Committee's informal requests.
9 Conservatively, I estimate each subpoena will require an average of approximately 10-15 hours of partner-
10 level oversight at a discounted rate of \$900 an hour. That is \$9,000-\$13,5000 per subpoena, costing the
11 Estate \$765,000-\$1,147,500. This does not take into account the additional vendor and storage costs, or
12 time spent by junior attorneys in document review.

13 9. The deadline to produce all documents responsive to the Clergy Employee Subpoenas is
14 exactly four weeks from today. Attorneys and document vendors for the Debtor would have to meet with
15 at least 20 parishes per week to conduct interviews, discuss data storage systems, advise the parish on
16 search terms, custodians, and the manner in which they should conduct a comprehensive search. That
17 timeframe is much shorter when allotting appropriate time for document review.

18 10. The foregoing efforts would be in addition to assisting and facilitating productions and
19 responses to additional discovery served by the Committee on April 11, 2025, which is:

- 20 a. 97 document requests served on the Debtor
- 21 b. 19 interrogatories served on the Debtor
- 22 c. 32 document requests served on the Debtor's financial advisor VeraCruz Advisory,
23 LLC
- 24 d. 12 document requests served on Bishop Barber
- 25 e. 10 document requests served on the Unknown Abuse Claims Representative
- 26 f. 10 document requests served on Non-Debtor Adventus
- 27 g. 31 document requests served on Non-Debtor RCC
- 28 h. 10 document requests served on Non-Debtor RCWC

1 11. Attached to the Motion as **Exhibit B** is a true and correct copy of the June 5, 2023 letter
2 detailing 71 separate requests for documents.

3 12. Attached to the Motion as **Exhibit C** is a true and correct copy of the Committee's requests
4 for production to the Debtor, served on the Debtor on April 11, 2025.

5 13. Attached to the Motion as **Exhibit D** is a true and correct copy of the Committee's
6 Interrogatories to the Debtor, served on the Debtor on April 11, 2025.

7 14. Attached to the Motion as **Exhibit E** is a true and correct copy of one of the Committee's
8 subpoenas to Debtor's clergy member, served on the Debtor on April 11, 2025. The Debtor accepted
9 service on the individual's behalf. The 85 clergy subpoenas are otherwise identical except for the
10 individual to whom each is directed.

11 15. Attached to the Motion as **Exhibit F** is a chart provided for ease of reference for the Court.
12 It compares the document requests contained in the Debtor's requests with the document requests
13 contained in the Clergy Employee Subpoenas. The requests in the chart have been copied and pasted over
14 from the documents served on the Debtor, and are therefore verbatim.

15 16. Attached to the Motion as **Exhibit H** are true and correct copies of the Committee's
16 Subpoenas to Father Jayson Landez, served on the Debtor on April 11, 2025. Debtor accepted service on
17 Father Landez's behalf.

18 17. Finally, on April 24, 2025, myself and my colleagues, J. Michael Thomas and Shane J.
19 Moses, conferred with counsel for the Committee concerning these Subpoenas. The parties could not agree
20 on an amicable solution to limit the scope and burden of responding to the Clergy Employee Subpoenas.
21 Due to this impasse, Debtor filed the Motion, requesting the Court's intervention.

22 I declare under the penalty of perjury that the foregoing is true and correct.

23 Executed on 25th day of April, 2025

24 /s/ Matthew D. Lee
25 Matthew D. Lee
26
27
28

EXHIBIT H

UNITED STATES BANKRUPTCY COURT

Northern

District of

California

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

Debtor

Case No. 23-40523 WJL

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: Fr. Jayson Landeza

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See attached Schedule A.

PLACE Keller Benvenuti Kim LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

DATE AND TIME

May 23, 2025 at 5:00 PM (PST)

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 4/11/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk/s/ Gabrielle L. AlbertAttorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

The Official Committee of Unsecured Creditors, who issues or requests this subpoena, are:

Gabrielle L. Albert, 425 Market Street, 26th Floor, San Francisco, CA 94105, galbert@kbkllp.com, (415) 496-6723**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

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SCHEDULE A

DEFINITIONS

1. “Abuse” shall have the meaning set forth in Section 1.1.1 of the Plan.
2. “Abuse Claim(s)” shall have the meaning set forth in Section 1.1.2 of the Plan.
3. “All” includes the word “any,” and “any” includes the word “all.”
4. “Allegedly Restricted Assets” refers to any assets allegedly held in a charitable trust and/or assets for which the use allegedly restricted.
5. “And” includes the word “or,” and “or” includes the word “and.”
6. “Bishop” refers to The Most Reverend Michael C. Barber, SJ.
7. “Chapter 11 Case” means the bankruptcy proceeding initiated by RCBO on the Petition Date in the Bankruptcy Court captioned 23-40523 (WJL).
8. “Church(es)” shall have the meaning set forth in Section 1.1.28 of the Plan.
9. “College of Consulters” refers to the College of Consulters of the Diocese of Oakland and each of its members.
10. “Committee” shall have the meaning set forth in Section 1.1.34 of the Plan.
11. “Communication(s)” means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails and other Documents and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, telegrams, cables, and other Documents memorializing or constituting any information exchange.
12. “Concerning” or “Concern(s)” means constituting, Relating to, pertaining to, based upon, bearing upon, referring to, with reference to, arising in connection with, arising out of, regarding, by reason of, having to do with, or having any relation to, in the broadest sense.
13. “Debtor” or “RCBO” means, for purposes of these Requests, the Churches, The Roman Catholic Bishop of Oakland and each of their current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys, joint ventures, partners, and anyone acting on its or their behalf.

1 14. “Diocese” or “Diocese of Oakland” refers to the geographic region of RCBO,
2 covering Alameda and Contra Costa counties in the San Francisco Bay Area.

3 15. “Disclosure Statement” means the *Third Amended Disclosure Statement for*
4 *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1874], as may be modified, amended, or
5 supplemented from time to time.

6 16. “Document(s)” is used in its broadest sense and includes all Communications and
7 writings of every kind, whether sent or received, including the original, drafts, copies and non-
8 identical copies bearing notations or marks not found on the original, and including, but not limited
9 to, text messages, short messaging service (SMS), multimedia messaging service (MMS), any
10 instant messages through any instant message service, letters, memoranda, reports, studies, notes,
11 speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes,
12 telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records,
13 ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment
14 books, tabulations, analyses, statistical or information accumulation, audits and associated
15 workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or
16 mechanical reproductions, all stored compilations of information of any kind which may be
17 retrievable (such as, but without limitation, the content of computer memory or information storage
18 facilities, and computer programs, and any instructions or interpretive materials associated with
19 them), electronic files or Documents or any Electronically Stored Information of any kind
20 (including associated metadata, email, and voice-mail messages), and any other writings, papers,
21 and tangible things of whatever description whatsoever including, but not limited to, any
22 information contained in any computer, even if not printed out, copies of Documents which are
23 not identical duplicates of the originals (*e.g.*, because handwritten or “blind” notes appear thereon
24 or attached thereto), including prior drafts, whether or not the originals are in Your possession,
25 custody, or control.

26 17. “Each” shall mean each, every, any, and all.
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28

1 18. “Electronically Stored Information” includes, without limitation, the following:
2 information that is generated, received, processed, recorded, or accessed by computers and other
3 electronic devices, including but not limited to—

- 4 a. E-mail;
- 5 b. Internal or external web sites;
- 6 c. Output resulting from the use of any software program; and
- 7 d. All information stored on cache memories, magnetic disks (such as
8 computer hard drives or floppy drives), optical disks (such as DVDs or
9 CDs), magnetic tapes, microfiche, or on any other media for digital data
10 storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such
11 as an iPad®, or a personal digital assistant such as a Blackberry®).

12 19. “Entity” shall have the meaning set forth in Section 1.1.49 of the Plan.

13 20. “Explain” means to elucidate, to make plain or understandable, to give the reason
14 for or cause of, and to show the logical development or relationships thereof.

15 21. “Finance Council” refers to the Diocese of Oakland Finance Council and each of
16 its members.

17 22. “Identify,” “identified,” “identity,” “state the identity,” “identifying,” and
18 “identification” means:

- 19 a. When used in reference to an individual, his or her (i) full name; (ii) present
20 or last known home address and telephone numbers; (iii) present or last
21 known business address and telephone numbers; and (iv) present or last
22 known occupation, employer and job title or description (indicating whether
23 the information provided is “current” or “last known” in each instance);
- 24 b. When used in reference to an organization of any kind, (i) its full name; (ii)
25 or other Entity; (iii) its date and state of incorporation (if applicable); (iv)
26 the address of its principal place of business and its telephone numbers; (v)
27 each state in which it is registered or authorized to do business and the date
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1 on which it was first so registered or authorized; (vi) each state in which it
2 was, but is no longer, registered or authorized to do business, the date on
3 which it was first so registered or authorized, and the date on which it ceased
4 to be so registered or authorized; (vii) the name and current or last known
5 address of each Person who currently serves as an officer or director (if
6 applicable) together with the title held by each such Person and the date
7 from which such title has been held; (viii) whether it is currently active and,
8 if not, the date on which and reason for which it ceased doing business; (ix)
9 whether it is currently in good standing in each state in which it is
10 incorporated or registered or authorized to do business; (x) the address and
11 phone number of each other location at which it currently does business and
12 the date on which it commenced doing business at that location; and (xi) the
13 address and phone number of each location at which it did business in the
14 past, but at which it currently does not operate, and the dates between which
15 it did business at each such location;

16 c. When used in reference to a Document, (i) the type of Document; (ii) its
17 date; (iii) the identity of its author(s) and its recipient(s); (iv) any title and/or
18 serial or file number appearing on the Document; (v) the identity of its
19 present custodian; (vi) its present location; and (vii) a brief description of
20 its subject matter. If any such Document was, but is no longer in Your
21 possession or control or in existence, state whether it is missing, lost, has
22 been destroyed, has been transferred to others or has been otherwise
23 disposed of; and

24 d. When used in reference to an oral communication, (i) the date, place or
25 places, and parties to the oral communication or some other means of
26 identifying the oral communication; (ii) the substance of the oral
27 communication; (iii) the medium through which the oral communication
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1 was made (in person or by telephone or video conference); (iv) each Person
2 who participated in the oral communication; (v) each Person hearing the
3 oral communication; and (vi) whether any written note or memorandum
4 documenting the oral communication exists in the manner required to
5 Identify a Document as defined above.

6 23. “Including” means including without limitation.

7 24. “Initial Debtor Contribution” means the \$63 million in good and available funds
8 that the Debtor shall transfer to the Survivors’ Trust using wiring instructions provided by the
9 Survivors’ Trustee. Specifically, it means the approximately \$53 million in cash received through
10 the Exit Facility and approximately \$10 million in non-restricted cash held by the Debtor.

11 25. “Insurance Settlement Agreement” shall have the meaning set forth in Section
12 1.1.70 of the Plan.

13 26. “Insurers” shall have the meaning set forth in Section 1.1.71 of the Plan.

14 27. “Investment Account” refers to Your account that holds stocks, bonds, funds and
15 other securities, as well as cash.

16 28. “Investment Account Agreement” refers to the agreement between the Debtor and
17 OPF, dated April 1, 2023, for OPF to provide investment management services to the Debtor and
18 includes all amendments, attachments, exhibits, supplements, and related Documents thereto.

19 29. “Mission Alignment Process” means the task force formed by the Debtor in March
20 2021 to assess how to meet the challenges of declining mass attendance, underutilized Parish
21 facilities, and the declining number of priests serving in the Diocese. The Mission Alignment
22 Process is composed of 15 members representing laity and clergy of the Debtor.

23 30. “Non-Debtor Catholic Entity” shall have the meaning set forth in Section 1.1.75 of
24 the Plan.

25 31. “Parish(es)” refers to the geographical territory that contains, among other things,
26 a Church that is served by a pastor and other clergy members that report directly to the Bishop,
27 School(s), and vacant land.

- 1 32. “Person” shall have the meaning set forth in Section 1.1.79 of the Plan.
- 2 33. “Petition Date” shall have the meaning set forth in Section 1.1.80 of the Plan.
- 3 34. “Plan” means the *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1830], as
4 may be modified, amended, or supplemented from time to time.
- 5 35. “Survivors’ Trust” shall have the meaning set forth in Section 1.1.99 of the Plan.
- 6 36. “Survivors’ Trustee” shall have the meaning set forth in Section 1.1.106 of the Plan.
- 7 37. “VeraCruz” refers to VeraCruz Advisory, LLC and its current and former affiliates,
8 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
9 ventures, partners, and anyone acting on its behalf.
- 10 38. “You” or “Your” refers to Fr. Jayson Landeza.
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1 **GENERAL INSTRUCTIONS**

2 1. Federal Rule of Civil Procedure 45, made applicable to this proceeding pursuant to
3 Federal Rules of Bankruptcy Procedure 9016, is hereby incorporated by reference and applies to
4 each of the following instructions. All responses shall comply with the requirements of the Federal
5 Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the
6 United States Bankruptcy Court for the Northern District of California.

7 2. Unless otherwise stated in a Request herein, the relevant time period for the
8 discovery being sought shall be May 8, 2019 to the present.

9 3. Unless otherwise stated in a Request herein, the Requests are directed to Your
10 personal knowledge and involvement.

11 4. The terms “all,” “any,” and “each” shall each be construed as encompassing any
12 and all.

13 5. The connectives “and” and “or” shall be construed either disjunctively or
14 conjunctively as necessary to bring within the scope of the Requests all responses that might
15 otherwise be construed to be outside of its scope.

16 6. The use of the singular form of any word includes the plural and vice versa. The
17 term “including” means “including without limitation.” The present tense shall be construed to
18 include the past tense, and the past tense shall be construed to include the present tense. The
19 singular and masculine form of nouns and pronouns shall embrace, and be read and applied as
20 Including, the plural, feminine, or neuter, as circumstances may make appropriate.

21 7. The phrase “possession, custody, or control” shall be construed in the broadest
22 possible manner and includes not only those things in Your immediate possession, but also those
23 things which are subject to Your control.

24 8. These Requests shall be deemed continuing in nature. In accordance with Rule
25 26(e) of the Federal Rules of Civil Procedure, You are required to supplement or correct Your
26 written response and/or production in a timely manner if You learn that in some material respect
27 the response and/or production is incomplete or incorrect, and if the additional or corrective
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1 information has not otherwise been made known to the Committee during the discovery process
2 or in writing.

3 9. Produce all Documents and all other materials described below in Your actual or
4 constructive possession, custody, or control, regardless of whether the Documents were prepared
5 by You and/or are kept or maintained by You at Your place of business or in any other location,
6 and which includes Documents in the possession, custody or control of Your employees,
7 representatives, agents, independent contractors, consultants, attorneys, accountants, auditors, or
8 any other Persons acting or purporting to act on Your behalf. The Requests specifically include
9 the desk and personal files, Including electronic files, of all such Persons.

10 10. Documents should include all exhibits, appendices, linked Documents, or otherwise
11 appended Documents that are referenced in, attached to, included with, or are a part of the
12 Requests.

13 11. Documents not otherwise responsive to these Requests should be produced: (a) if
14 such Documents mention, discuss, Refer to, Explain, or Concern one or more Documents that are
15 called for by these Requests; (b) if such Documents are attached to, enclosed with, or
16 accompanying Documents called for by these Requests; or (c) if such Documents constitute
17 routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

18 12. If any Document, or any part thereof, is not produced based on a claim of attorney-
19 client privilege, work-product protection, or any other privilege, then in answer to such Request
20 or part thereof, for each such Document, You must:

- 21 a. Identify the type, title, and subject matter of the Document;
- 22 b. State the place, date, and manner of preparation of the Document;
- 23 c. Identify all authors, addresses, and recipients of the Document, Including
24 information about such Persons to assess the privilege asserted; and
- 25 d. Identify the legal privilege(s) and the factual basis for the claim.

26 13. Documents should not contain redactions unless such redactions are made to protect
27 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
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Documents are produced with redactions, a log setting forth the information requested in Instruction 11 above must be provided.

14. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, Identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, Identify each Person having knowledge of the circumstances of the disposition, and Identify each Person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests are to be identified and produced.

15. If the identity of Documents responding to a Request is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession, but is known or believed to be in the possession of another Person or Entity, then Identify that Person or Entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

16. If there are no Documents responsive to a particular Request, please provide a written response so stating.

17. If any part of the following Requests cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have Concerning the portion to which You do not respond.

18. If You object to any of these Requests, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Request, You shall respond to any other portions of such Request as to which there is no objection and state with specificity the grounds of the objection.

1 19. If You believe that any Request, definition, or instruction is ambiguous, in whole
2 or in part, You nonetheless must respond and (a) set forth the matter deemed ambiguous and (b)
3 describe the manner in which You construed the Request in order to frame Your response.

4 20. All Documents produced shall be provided in either native file (“native”) or single-
5 page 300 dpi-resolution group IV TIF (“tiff”) format, along with appropriately formatted industry-
6 standard database load files and accompanied by true and correct copies or representations of
7 unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall
8 be produced along with a multi-page, Document-level searchable text file (“searchable text”) as
9 rendered by an industry-standard text extraction program in the case of electronic originals or by
10 an industry-standard Optical Character Recognition (“OCR”) program in the case of scanned paper
11 Documents.

12 21. Documents and other responsive data or materials created, stored, or displayed on
13 electronic or electro-magnetic media shall be produced in the order in which the Documents are
14 or were stored in the ordinary course of business, Including all reasonably accessible metadata,
15 custodian, or Document source information, and searchable text as to allow the Committee through
16 a reasonable and modest effort to fairly, accurately, and completely access, search, display,
17 comprehend, and assess the Documents’ true and original content.

DOCUMENT REQUESTS

1. All Communications between You and the College of Consultors Relating to the Abuse Claims or the Chapter 11 Case.

2. All Communications between You and the Finance Council Relating to the Abuse Claims or the Chapter 11 Case.

3. All Communications between You and the Bishop and/or the Debtor Relating to the Abuse Claims or the Chapter 11 Case.

4. All Documents Relating to Allegedly Restricted Assets, Including the basis of any restriction, use, and/or depletion of said assets.

5. All Communications between You, the Bishop, the Debtor and/or any Church donor Relating to receipt of, requests for, or use of donations to support the Church (Including but not limited to requests for “repurposing” of any donations).

6. All Communications between You, the Bishop, the Debtor and/or VeraCruz Relating to the Mission Alignment Process.

7. All Documents Relating to the Mission Alignment Process, including but not limited to any Documents submitted by You to the Bishop, the Debtor, VeraCruz, or any other professionals (including any committees, councils, or similar organizations) and any Mission Alignment Process findings provided to You and/or the Church (including draft and preliminary findings).

8. All Documents Relating to loans (whether historical or outstanding) and loan requests made by You on behalf of the Church to the Bishop, Debtor, Non-Debtor Catholic Entities, or external third parties, including but not limited to applications, due diligence materials, loan agreements, promissory notes, repayments, forgiveness, cancellations, reductions, conversions, write-offs, and allowances.

9. All Documents Relating to Your analyses of Abuse Claims.

10. All Communications between You and the Bishop and/or the Debtor Relating to the Chapter 11 Case, including but not limited to Relating to the Plan and Disclosure Statement.

1 Dated: April 11, 2025

**LOWENSTEIN SANDLER LLP
KELLER BENVENUTTI KIM LLP**

2 By: s/ Michael A. Kaplan

3 Jeffrey D. Prol

4 Michael A. Kaplan

5 Brent Weisenberg

6 Colleen M. Restel

7 – and –

8 Tobias S. Keller

9 Jane Kim

10 Gabrielle L. Albert

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

UNITED STATES BANKRUPTCY COURT

Northern

District of

California

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

Debtor

Case No. 23-40523 WJL

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: Fr. Jayson Landeza

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See attached Schedule A.

PLACE Keller Benvenuti Kim LLP
650 California Street

DATE AND TIME

May 23, 2025 at 5:00 PM (PST)

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 4/11/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk/s/ Gabrielle L. AlbertAttorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

The Official Committee of Unsecured Creditors, who issues or requests this subpoena, are:

Gabrielle L. Albert, 425 Market Street, 26th Floor, San Francisco, CA 94105, galbert@kbkllp.com, (415) 496-6723**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

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SCHEDULE A

DEFINITIONS

1. “Abuse” shall have the meaning set forth in Section 1.1.1 of the Plan.
2. “Abuse Claim(s)” shall have the meaning set forth in Section 1.1.2 of the Plan.
3. “All” includes the word “any,” and “any” includes the word “all.”
4. “Allegedly Restricted Assets” refers to any assets allegedly held in a charitable trust and/or assets for which the use allegedly restricted.
5. “And” includes the word “or,” and “or” includes the word “and.”
6. “Bishop” refers to The Most Reverend Michael C. Barber, SJ.
7. “Chapter 11 Case” means the bankruptcy proceeding initiated by RCBO on the Petition Date in the Bankruptcy Court captioned 23-40523 (WJL).
8. “Church(es)” shall have the meaning set forth in Section 1.1.28 of the Plan.
9. “College of Consulters” refers to the College of Consulters of the Diocese of Oakland and each of its members.
10. “Committee” shall have the meaning set forth in Section 1.1.34 of the Plan.
11. “Communication(s)” means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails and other Documents and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, telegrams, cables, and other Documents memorializing or constituting any information exchange.
12. “Concerning” or “Concern(s)” means constituting, Relating to, pertaining to, based upon, bearing upon, referring to, with reference to, arising in connection with, arising out of, regarding, by reason of, having to do with, or having any relation to, in the broadest sense.
13. “Debtor” or “RCBO” means, for purposes of these Requests, the Churches, The Roman Catholic Bishop of Oakland and each of their current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys, joint ventures, partners, and anyone acting on its or their behalf.

1 14. “Diocese” or “Diocese of Oakland” refers to the geographic region of RCBO,
2 covering Alameda and Contra Costa counties in the San Francisco Bay Area.

3 15. “Disclosure Statement” means the *Third Amended Disclosure Statement for*
4 *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1874], as may be modified, amended, or
5 supplemented from time to time.

6 16. “Document(s)” is used in its broadest sense and includes all Communications and
7 writings of every kind, whether sent or received, including the original, drafts, copies and non-
8 identical copies bearing notations or marks not found on the original, and including, but not limited
9 to, text messages, short messaging service (SMS), multimedia messaging service (MMS), any
10 instant messages through any instant message service, letters, memoranda, reports, studies, notes,
11 speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes,
12 telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records,
13 ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment
14 books, tabulations, analyses, statistical or information accumulation, audits and associated
15 workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or
16 mechanical reproductions, all stored compilations of information of any kind which may be
17 retrievable (such as, but without limitation, the content of computer memory or information storage
18 facilities, and computer programs, and any instructions or interpretive materials associated with
19 them), electronic files or Documents or any Electronically Stored Information of any kind
20 (including associated metadata, email, and voice-mail messages), and any other writings, papers,
21 and tangible things of whatever description whatsoever including, but not limited to, any
22 information contained in any computer, even if not printed out, copies of Documents which are
23 not identical duplicates of the originals (*e.g.*, because handwritten or “blind” notes appear thereon
24 or attached thereto), including prior drafts, whether or not the originals are in Your possession,
25 custody, or control.

26 17. “Each” shall mean each, every, any, and all.
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1 18. “Electronically Stored Information” includes, without limitation, the following:
2 information that is generated, received, processed, recorded, or accessed by computers and other
3 electronic devices, including but not limited to—

- 4 a. E-mail;
- 5 b. Internal or external web sites;
- 6 c. Output resulting from the use of any software program; and
- 7 d. All information stored on cache memories, magnetic disks (such as
8 computer hard drives or floppy drives), optical disks (such as DVDs or
9 CDs), magnetic tapes, microfiche, or on any other media for digital data
10 storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such
11 as an iPad®, or a personal digital assistant such as a Blackberry®).

12 19. “Entity” shall have the meaning set forth in Section 1.1.49 of the Plan.

13 20. “Explain” means to elucidate, to make plain or understandable, to give the reason
14 for or cause of, and to show the logical development or relationships thereof.

15 21. “Finance Council” refers to the Diocese of Oakland Finance Council and each of
16 its members.

17 22. “Identify,” “identified,” “identity,” “state the identity,” “identifying,” and
18 “identification” means:

- 19 a. When used in reference to an individual, his or her (i) full name; (ii) present
20 or last known home address and telephone numbers; (iii) present or last
21 known business address and telephone numbers; and (iv) present or last
22 known occupation, employer and job title or description (indicating whether
23 the information provided is “current” or “last known” in each instance);
- 24 b. When used in reference to an organization of any kind, (i) its full name; (ii)
25 or other Entity; (iii) its date and state of incorporation (if applicable); (iv)
26 the address of its principal place of business and its telephone numbers; (v)
27 each state in which it is registered or authorized to do business and the date
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1 on which it was first so registered or authorized; (vi) each state in which it
2 was, but is no longer, registered or authorized to do business, the date on
3 which it was first so registered or authorized, and the date on which it ceased
4 to be so registered or authorized; (vii) the name and current or last known
5 address of each Person who currently serves as an officer or director (if
6 applicable) together with the title held by each such Person and the date
7 from which such title has been held; (viii) whether it is currently active and,
8 if not, the date on which and reason for which it ceased doing business; (ix)
9 whether it is currently in good standing in each state in which it is
10 incorporated or registered or authorized to do business; (x) the address and
11 phone number of each other location at which it currently does business and
12 the date on which it commenced doing business at that location; and (xi) the
13 address and phone number of each location at which it did business in the
14 past, but at which it currently does not operate, and the dates between which
15 it did business at each such location;

16 c. When used in reference to a Document, (i) the type of Document; (ii) its
17 date; (iii) the identity of its author(s) and its recipient(s); (iv) any title and/or
18 serial or file number appearing on the Document; (v) the identity of its
19 present custodian; (vi) its present location; and (vii) a brief description of
20 its subject matter. If any such Document was, but is no longer in Your
21 possession or control or in existence, state whether it is missing, lost, has
22 been destroyed, has been transferred to others or has been otherwise
23 disposed of; and

24 d. When used in reference to an oral communication, (i) the date, place or
25 places, and parties to the oral communication or some other means of
26 identifying the oral communication; (ii) the substance of the oral
27 communication; (iii) the medium through which the oral communication
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1 was made (in person or by telephone or video conference); (iv) each Person
2 who participated in the oral communication; (v) each Person hearing the
3 oral communication; and (vi) whether any written note or memorandum
4 documenting the oral communication exists in the manner required to
5 Identify a Document as defined above.

6 23. “Including” means including without limitation.

7 24. “Initial Debtor Contribution” means the \$63 million in good and available funds
8 that the Debtor shall transfer to the Survivors’ Trust using wiring instructions provided by the
9 Survivors’ Trustee. Specifically, it means the approximately \$53 million in cash received through
10 the Exit Facility and approximately \$10 million in non-restricted cash held by the Debtor.

11 25. “Insurance Settlement Agreement” shall have the meaning set forth in Section
12 1.1.70 of the Plan.

13 26. “Insurers” shall have the meaning set forth in Section 1.1.71 of the Plan.

14 27. “Investment Account” refers to Your account that holds stocks, bonds, funds and
15 other securities, as well as cash.

16 28. “Investment Account Agreement” refers to the agreement between the Debtor and
17 OPF, dated April 1, 2023, for OPF to provide investment management services to the Debtor and
18 includes all amendments, attachments, exhibits, supplements, and related Documents thereto.

19 29. “Mission Alignment Process” means the task force formed by the Debtor in March
20 2021 to assess how to meet the challenges of declining mass attendance, underutilized Parish
21 facilities, and the declining number of priests serving in the Diocese. The Mission Alignment
22 Process is composed of 15 members representing laity and clergy of the Debtor.

23 30. “Non-Debtor Catholic Entity” shall have the meaning set forth in Section 1.1.75 of
24 the Plan.

25 31. “Parish(es)” refers to the geographical territory that contains, among other things,
26 a Church that is served by a pastor and other clergy members that report directly to the Bishop,
27 School(s), and vacant land.

- 1 32. “Person” shall have the meaning set forth in Section 1.1.79 of the Plan.
- 2 33. “Petition Date” shall have the meaning set forth in Section 1.1.80 of the Plan.
- 3 34. “Plan” means the *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1830], as
4 may be modified, amended, or supplemented from time to time.
- 5 35. “Survivors’ Trust” shall have the meaning set forth in Section 1.1.99 of the Plan.
- 6 36. “Survivors’ Trustee” shall have the meaning set forth in Section 1.1.106 of the Plan.
- 7 37. “VeraCruz” refers to VeraCruz Advisory, LLC and its current and former affiliates,
8 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
9 ventures, partners, and anyone acting on its behalf.
- 10 38. “You” or “Your” refers to Fr. Jayson Landeza.

1 **GENERAL INSTRUCTIONS**

2 1. Federal Rule of Civil Procedure 45, made applicable to this proceeding pursuant to
3 Federal Rules of Bankruptcy Procedure 9016, is hereby incorporated by reference and applies to
4 each of the following instructions. All responses shall comply with the requirements of the Federal
5 Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the
6 United States Bankruptcy Court for the Northern District of California.

7 2. Unless otherwise stated in a Request herein, the relevant time period for the
8 discovery being sought shall be May 8, 2019 to the present.

9 3. Unless otherwise stated in a Request herein, the Requests are directed to Your
10 personal knowledge and involvement.

11 4. The terms “all,” “any,” and “each” shall each be construed as encompassing any
12 and all.

13 5. The connectives “and” and “or” shall be construed either disjunctively or
14 conjunctively as necessary to bring within the scope of the Requests all responses that might
15 otherwise be construed to be outside of its scope.

16 6. The use of the singular form of any word includes the plural and vice versa. The
17 term “including” means “including without limitation.” The present tense shall be construed to
18 include the past tense, and the past tense shall be construed to include the present tense. The
19 singular and masculine form of nouns and pronouns shall embrace, and be read and applied as
20 Including, the plural, feminine, or neuter, as circumstances may make appropriate.

21 7. The phrase “possession, custody, or control” shall be construed in the broadest
22 possible manner and includes not only those things in Your immediate possession, but also those
23 things which are subject to Your control.

24 8. These Requests shall be deemed continuing in nature. In accordance with Rule
25 26(e) of the Federal Rules of Civil Procedure, You are required to supplement or correct Your
26 written response and/or production in a timely manner if You learn that in some material respect
27 the response and/or production is incomplete or incorrect, and if the additional or corrective
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1 information has not otherwise been made known to the Committee during the discovery process
2 or in writing.

3 9. Produce all Documents and all other materials described below in Your actual or
4 constructive possession, custody, or control, regardless of whether the Documents were prepared
5 by You and/or are kept or maintained by You at Your place of business or in any other location,
6 and which includes Documents in the possession, custody or control of Your employees,
7 representatives, agents, independent contractors, consultants, attorneys, accountants, auditors, or
8 any other Persons acting or purporting to act on Your behalf. The Requests specifically include
9 the desk and personal files, Including electronic files, of all such Persons.

10 10. Documents should include all exhibits, appendices, linked Documents, or otherwise
11 appended Documents that are referenced in, attached to, included with, or are a part of the
12 Requests.

13 11. Documents not otherwise responsive to these Requests should be produced: (a) if
14 such Documents mention, discuss, Refer to, Explain, or Concern one or more Documents that are
15 called for by these Requests; (b) if such Documents are attached to, enclosed with, or
16 accompanying Documents called for by these Requests; or (c) if such Documents constitute
17 routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

18 12. If any Document, or any part thereof, is not produced based on a claim of attorney-
19 client privilege, work-product protection, or any other privilege, then in answer to such Request
20 or part thereof, for each such Document, You must:

- 21 a. Identify the type, title, and subject matter of the Document;
- 22 b. State the place, date, and manner of preparation of the Document;
- 23 c. Identify all authors, addresses, and recipients of the Document, Including
24 information about such Persons to assess the privilege asserted; and
- 25 d. Identify the legal privilege(s) and the factual basis for the claim.

26 13. Documents should not contain redactions unless such redactions are made to protect
27 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
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Documents are produced with redactions, a log setting forth the information requested in Instruction 11 above must be provided.

14. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, Identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, Identify each Person having knowledge of the circumstances of the disposition, and Identify each Person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests are to be identified and produced.

15. If the identity of Documents responding to a Request is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession, but is known or believed to be in the possession of another Person or Entity, then Identify that Person or Entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

16. If there are no Documents responsive to a particular Request, please provide a written response so stating.

17. If any part of the following Requests cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have Concerning the portion to which You do not respond.

18. If You object to any of these Requests, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Request, You shall respond to any other portions of such Request as to which there is no objection and state with specificity the grounds of the objection.

1 19. If You believe that any Request, definition, or instruction is ambiguous, in whole
2 or in part, You nonetheless must respond and (a) set forth the matter deemed ambiguous and (b)
3 describe the manner in which You construed the Request in order to frame Your response.

4 20. All Documents produced shall be provided in either native file (“native”) or single-
5 page 300 dpi-resolution group IV TIF (“tiff”) format, along with appropriately formatted industry-
6 standard database load files and accompanied by true and correct copies or representations of
7 unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall
8 be produced along with a multi-page, Document-level searchable text file (“searchable text”) as
9 rendered by an industry-standard text extraction program in the case of electronic originals or by
10 an industry-standard Optical Character Recognition (“OCR”) program in the case of scanned paper
11 Documents.

12 21. Documents and other responsive data or materials created, stored, or displayed on
13 electronic or electro-magnetic media shall be produced in the order in which the Documents are
14 or were stored in the ordinary course of business, Including all reasonably accessible metadata,
15 custodian, or Document source information, and searchable text as to allow the Committee through
16 a reasonable and modest effort to fairly, accurately, and completely access, search, display,
17 comprehend, and assess the Documents’ true and original content.

DOCUMENT REQUESTS

1. All Communications between You and the College of Consultors Relating to the Abuse Claims or the Chapter 11 Case.

2. All Communications between You and the Finance Council Relating to the Abuse Claims or the Chapter 11 Case.

3. All Communications between You and the Bishop and/or the Debtor Relating to the Abuse Claims or the Chapter 11 Case.

4. All Documents Relating to Allegedly Restricted Assets, Including the basis of any restriction, use, and/or depletion of said assets.

5. All Communications between You, the Bishop, the Debtor and/or any Church donor Relating to receipt of, requests for, or use of donations to support the Church (Including but not limited to requests for “repurposing” of any donations).

6. All Communications between You, the Bishop, the Debtor and/or VeraCruz Relating to the Mission Alignment Process.

7. All Documents Relating to the Mission Alignment Process, including but not limited to any Documents submitted by You to the Bishop, the Debtor, VeraCruz, or any other professionals (including any committees, councils, or similar organizations) and any Mission Alignment Process findings provided to You and/or the Church (including draft and preliminary findings).

8. All Documents Relating to loans (whether historical or outstanding) and loan requests made by You on behalf of the Church to the Bishop, Debtor, Non-Debtor Catholic Entities, or external third parties, including but not limited to applications, due diligence materials, loan agreements, promissory notes, repayments, forgiveness, cancellations, reductions, conversions, write-offs, and allowances.

9. All Documents Relating to Your analyses of Abuse Claims.

10. All Communications between You and the Bishop and/or the Debtor Relating to the Chapter 11 Case, including but not limited to Relating to the Plan and Disclosure Statement.

1 Dated: April 11, 2025

**LOWENSTEIN SANDLER LLP
KELLER BENVENUTTI KIM LLP**

2 By: s/ Michael A. Kaplan

3 Jeffrey D. Prol

4 Michael A. Kaplan

5 Brent Weisenberg

6 Colleen M. Restel

7 – and –

8 Tobias S. Keller

9 Jane Kim

10 Gabrielle L. Albert

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

UNITED STATES BANKRUPTCY COURT

Northern

District of

California

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

Debtor

Case No. 23-40523 WJL

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: Fr. Jayson Landeza

(Name of person to whom the subpoena is directed)

☒ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See attached Schedule A.

PLACE Keller Benvenuti Kim LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

DATE AND TIME

May 23, 2025 at 5:00 PM (PST)

☐ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 4/11/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk/s/ Gabrielle L. AlbertAttorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

The Official Committee of Unsecured Creditors, who issues or requests this subpoena, are:

Gabrielle L. Albert, 425 Market Street, 26th Floor, San Francisco, CA 94105, galbert@kbkllp.com, (415) 496-6723**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

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SCHEDULE A

DEFINITIONS

1. “Abuse” shall have the meaning set forth in Section 1.1.1 of the Plan.
2. “Abuse Claim(s)” shall have the meaning set forth in Section 1.1.2 of the Plan.
3. “All” includes the word “any,” and “any” includes the word “all.”
4. “Allegedly Restricted Assets” refers to any assets allegedly held in a charitable trust and/or assets for which the use allegedly restricted.
5. “And” includes the word “or,” and “or” includes the word “and.”
6. “Bishop” refers to The Most Reverend Michael C. Barber, SJ.
7. “Chapter 11 Case” means the bankruptcy proceeding initiated by RCBO on the Petition Date in the Bankruptcy Court captioned 23-40523 (WJL).
8. “Church(es)” shall have the meaning set forth in Section 1.1.28 of the Plan.
9. “College of Consulters” refers to the College of Consulters of the Diocese of Oakland and each of its members.
10. “Committee” shall have the meaning set forth in Section 1.1.34 of the Plan.
11. “Communication(s)” means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails and other Documents and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, telegrams, cables, and other Documents memorializing or constituting any information exchange.
12. “Concerning” or “Concern(s)” means constituting, Relating to, pertaining to, based upon, bearing upon, referring to, with reference to, arising in connection with, arising out of, regarding, by reason of, having to do with, or having any relation to, in the broadest sense.
13. “Debtor” or “RCBO” means, for purposes of these Requests, the Churches, The Roman Catholic Bishop of Oakland and each of their current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys, joint ventures, partners, and anyone acting on its or their behalf.

1 14. “Diocese” or “Diocese of Oakland” refers to the geographic region of RCBO,
2 covering Alameda and Contra Costa counties in the San Francisco Bay Area.

3 15. “Disclosure Statement” means the *Third Amended Disclosure Statement for*
4 *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1874], as may be modified, amended, or
5 supplemented from time to time.

6 16. “Document(s)” is used in its broadest sense and includes all Communications and
7 writings of every kind, whether sent or received, including the original, drafts, copies and non-
8 identical copies bearing notations or marks not found on the original, and including, but not limited
9 to, text messages, short messaging service (SMS), multimedia messaging service (MMS), any
10 instant messages through any instant message service, letters, memoranda, reports, studies, notes,
11 speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes,
12 telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records,
13 ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment
14 books, tabulations, analyses, statistical or information accumulation, audits and associated
15 workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or
16 mechanical reproductions, all stored compilations of information of any kind which may be
17 retrievable (such as, but without limitation, the content of computer memory or information storage
18 facilities, and computer programs, and any instructions or interpretive materials associated with
19 them), electronic files or Documents or any Electronically Stored Information of any kind
20 (including associated metadata, email, and voice-mail messages), and any other writings, papers,
21 and tangible things of whatever description whatsoever including, but not limited to, any
22 information contained in any computer, even if not printed out, copies of Documents which are
23 not identical duplicates of the originals (*e.g.*, because handwritten or “blind” notes appear thereon
24 or attached thereto), including prior drafts, whether or not the originals are in Your possession,
25 custody, or control.

26 17. “Each” shall mean each, every, any, and all.
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1 18. “Electronically Stored Information” includes, without limitation, the following:
2 information that is generated, received, processed, recorded, or accessed by computers and other
3 electronic devices, including but not limited to—

- 4 a. E-mail;
- 5 b. Internal or external web sites;
- 6 c. Output resulting from the use of any software program; and
- 7 d. All information stored on cache memories, magnetic disks (such as
8 computer hard drives or floppy drives), optical disks (such as DVDs or
9 CDs), magnetic tapes, microfiche, or on any other media for digital data
10 storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such
11 as an iPad®, or a personal digital assistant such as a Blackberry®).

12 19. “Entity” shall have the meaning set forth in Section 1.1.49 of the Plan.

13 20. “Explain” means to elucidate, to make plain or understandable, to give the reason
14 for or cause of, and to show the logical development or relationships thereof.

15 21. “Finance Council” refers to the Diocese of Oakland Finance Council and each of
16 its members.

17 22. “Identify,” “identified,” “identity,” “state the identity,” “identifying,” and
18 “identification” means:

- 19 a. When used in reference to an individual, his or her (i) full name; (ii) present
20 or last known home address and telephone numbers; (iii) present or last
21 known business address and telephone numbers; and (iv) present or last
22 known occupation, employer and job title or description (indicating whether
23 the information provided is “current” or “last known” in each instance);
- 24 b. When used in reference to an organization of any kind, (i) its full name; (ii)
25 or other Entity; (iii) its date and state of incorporation (if applicable); (iv)
26 the address of its principal place of business and its telephone numbers; (v)
27 each state in which it is registered or authorized to do business and the date
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1 on which it was first so registered or authorized; (vi) each state in which it
2 was, but is no longer, registered or authorized to do business, the date on
3 which it was first so registered or authorized, and the date on which it ceased
4 to be so registered or authorized; (vii) the name and current or last known
5 address of each Person who currently serves as an officer or director (if
6 applicable) together with the title held by each such Person and the date
7 from which such title has been held; (viii) whether it is currently active and,
8 if not, the date on which and reason for which it ceased doing business; (ix)
9 whether it is currently in good standing in each state in which it is
10 incorporated or registered or authorized to do business; (x) the address and
11 phone number of each other location at which it currently does business and
12 the date on which it commenced doing business at that location; and (xi) the
13 address and phone number of each location at which it did business in the
14 past, but at which it currently does not operate, and the dates between which
15 it did business at each such location;

16 c. When used in reference to a Document, (i) the type of Document; (ii) its
17 date; (iii) the identity of its author(s) and its recipient(s); (iv) any title and/or
18 serial or file number appearing on the Document; (v) the identity of its
19 present custodian; (vi) its present location; and (vii) a brief description of
20 its subject matter. If any such Document was, but is no longer in Your
21 possession or control or in existence, state whether it is missing, lost, has
22 been destroyed, has been transferred to others or has been otherwise
23 disposed of; and

24 d. When used in reference to an oral communication, (i) the date, place or
25 places, and parties to the oral communication or some other means of
26 identifying the oral communication; (ii) the substance of the oral
27 communication; (iii) the medium through which the oral communication
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1 was made (in person or by telephone or video conference); (iv) each Person
2 who participated in the oral communication; (v) each Person hearing the
3 oral communication; and (vi) whether any written note or memorandum
4 documenting the oral communication exists in the manner required to
5 Identify a Document as defined above.

6 23. “Including” means including without limitation.

7 24. “Initial Debtor Contribution” means the \$63 million in good and available funds
8 that the Debtor shall transfer to the Survivors’ Trust using wiring instructions provided by the
9 Survivors’ Trustee. Specifically, it means the approximately \$53 million in cash received through
10 the Exit Facility and approximately \$10 million in non-restricted cash held by the Debtor.

11 25. “Insurance Settlement Agreement” shall have the meaning set forth in Section
12 1.1.70 of the Plan.

13 26. “Insurers” shall have the meaning set forth in Section 1.1.71 of the Plan.

14 27. “Investment Account” refers to Your account that holds stocks, bonds, funds and
15 other securities, as well as cash.

16 28. “Investment Account Agreement” refers to the agreement between the Debtor and
17 OPF, dated April 1, 2023, for OPF to provide investment management services to the Debtor and
18 includes all amendments, attachments, exhibits, supplements, and related Documents thereto.

19 29. “Mission Alignment Process” means the task force formed by the Debtor in March
20 2021 to assess how to meet the challenges of declining mass attendance, underutilized Parish
21 facilities, and the declining number of priests serving in the Diocese. The Mission Alignment
22 Process is composed of 15 members representing laity and clergy of the Debtor.

23 30. “Non-Debtor Catholic Entity” shall have the meaning set forth in Section 1.1.75 of
24 the Plan.

25 31. “Parish(es)” refers to the geographical territory that contains, among other things,
26 a Church that is served by a pastor and other clergy members that report directly to the Bishop,
27 School(s), and vacant land.

- 1 32. “Person” shall have the meaning set forth in Section 1.1.79 of the Plan.
- 2 33. “Petition Date” shall have the meaning set forth in Section 1.1.80 of the Plan.
- 3 34. “Plan” means the *Debtor’s Third Amended Plan of Reorganization* [Dkt. 1830], as
4 may be modified, amended, or supplemented from time to time.
- 5 35. “Survivors’ Trust” shall have the meaning set forth in Section 1.1.99 of the Plan.
- 6 36. “Survivors’ Trustee” shall have the meaning set forth in Section 1.1.106 of the Plan.
- 7 37. “VeraCruz” refers to VeraCruz Advisory, LLC and its current and former affiliates,
8 corporate parents, subsidiaries, officers, directors, employees, representatives, attorneys, joint
9 ventures, partners, and anyone acting on its behalf.
- 10 38. “You” or “Your” refers to Fr. Jayson Landeza.
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1 **GENERAL INSTRUCTIONS**

2 1. Federal Rule of Civil Procedure 45, made applicable to this proceeding pursuant to
3 Federal Rules of Bankruptcy Procedure 9016, is hereby incorporated by reference and applies to
4 each of the following instructions. All responses shall comply with the requirements of the Federal
5 Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the
6 United States Bankruptcy Court for the Northern District of California.

7 2. Unless otherwise stated in a Request herein, the relevant time period for the
8 discovery being sought shall be May 8, 2019 to the present.

9 3. Unless otherwise stated in a Request herein, the Requests are directed to Your
10 personal knowledge and involvement.

11 4. The terms “all,” “any,” and “each” shall each be construed as encompassing any
12 and all.

13 5. The connectives “and” and “or” shall be construed either disjunctively or
14 conjunctively as necessary to bring within the scope of the Requests all responses that might
15 otherwise be construed to be outside of its scope.

16 6. The use of the singular form of any word includes the plural and vice versa. The
17 term “including” means “including without limitation.” The present tense shall be construed to
18 include the past tense, and the past tense shall be construed to include the present tense. The
19 singular and masculine form of nouns and pronouns shall embrace, and be read and applied as
20 Including, the plural, feminine, or neuter, as circumstances may make appropriate.

21 7. The phrase “possession, custody, or control” shall be construed in the broadest
22 possible manner and includes not only those things in Your immediate possession, but also those
23 things which are subject to Your control.

24 8. These Requests shall be deemed continuing in nature. In accordance with Rule
25 26(e) of the Federal Rules of Civil Procedure, You are required to supplement or correct Your
26 written response and/or production in a timely manner if You learn that in some material respect
27 the response and/or production is incomplete or incorrect, and if the additional or corrective
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1 information has not otherwise been made known to the Committee during the discovery process
2 or in writing.

3 9. Produce all Documents and all other materials described below in Your actual or
4 constructive possession, custody, or control, regardless of whether the Documents were prepared
5 by You and/or are kept or maintained by You at Your place of business or in any other location,
6 and which includes Documents in the possession, custody or control of Your employees,
7 representatives, agents, independent contractors, consultants, attorneys, accountants, auditors, or
8 any other Persons acting or purporting to act on Your behalf. The Requests specifically include
9 the desk and personal files, Including electronic files, of all such Persons.

10 10. Documents should include all exhibits, appendices, linked Documents, or otherwise
11 appended Documents that are referenced in, attached to, included with, or are a part of the
12 Requests.

13 11. Documents not otherwise responsive to these Requests should be produced: (a) if
14 such Documents mention, discuss, Refer to, Explain, or Concern one or more Documents that are
15 called for by these Requests; (b) if such Documents are attached to, enclosed with, or
16 accompanying Documents called for by these Requests; or (c) if such Documents constitute
17 routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

18 12. If any Document, or any part thereof, is not produced based on a claim of attorney-
19 client privilege, work-product protection, or any other privilege, then in answer to such Request
20 or part thereof, for each such Document, You must:

- 21 a. Identify the type, title, and subject matter of the Document;
- 22 b. State the place, date, and manner of preparation of the Document;
- 23 c. Identify all authors, addresses, and recipients of the Document, Including
24 information about such Persons to assess the privilege asserted; and
- 25 d. Identify the legal privilege(s) and the factual basis for the claim.

26 13. Documents should not contain redactions unless such redactions are made to protect
27 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
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Documents are produced with redactions, a log setting forth the information requested in Instruction 11 above must be provided.

14. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, Identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, Identify each Person having knowledge of the circumstances of the disposition, and Identify each Person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests are to be identified and produced.

15. If the identity of Documents responding to a Request is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession, but is known or believed to be in the possession of another Person or Entity, then Identify that Person or Entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

16. If there are no Documents responsive to a particular Request, please provide a written response so stating.

17. If any part of the following Requests cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have Concerning the portion to which You do not respond.

18. If You object to any of these Requests, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Request, You shall respond to any other portions of such Request as to which there is no objection and state with specificity the grounds of the objection.

1 19. If You believe that any Request, definition, or instruction is ambiguous, in whole
2 or in part, You nonetheless must respond and (a) set forth the matter deemed ambiguous and (b)
3 describe the manner in which You construed the Request in order to frame Your response.

4 20. All Documents produced shall be provided in either native file (“native”) or single-
5 page 300 dpi-resolution group IV TIF (“tiff”) format, along with appropriately formatted industry-
6 standard database load files and accompanied by true and correct copies or representations of
7 unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall
8 be produced along with a multi-page, Document-level searchable text file (“searchable text”) as
9 rendered by an industry-standard text extraction program in the case of electronic originals or by
10 an industry-standard Optical Character Recognition (“OCR”) program in the case of scanned paper
11 Documents.

12 21. Documents and other responsive data or materials created, stored, or displayed on
13 electronic or electro-magnetic media shall be produced in the order in which the Documents are
14 or were stored in the ordinary course of business, Including all reasonably accessible metadata,
15 custodian, or Document source information, and searchable text as to allow the Committee through
16 a reasonable and modest effort to fairly, accurately, and completely access, search, display,
17 comprehend, and assess the Documents’ true and original content.

DOCUMENT REQUESTS

1. All Communications between You and the College of Consultors Relating to the Abuse Claims or the Chapter 11 Case.

2. All Communications between You and the Finance Council Relating to the Abuse Claims or the Chapter 11 Case.

3. All Communications between You and the Bishop and/or the Debtor Relating to the Abuse Claims or the Chapter 11 Case.

4. All Documents Relating to Allegedly Restricted Assets, Including the basis of any restriction, use, and/or depletion of said assets.

5. All Communications between You, the Bishop, the Debtor and/or any Church donor Relating to receipt of, requests for, or use of donations to support the Church (Including but not limited to requests for “repurposing” of any donations).

6. All Communications between You, the Bishop, the Debtor and/or VeraCruz Relating to the Mission Alignment Process.

7. All Documents Relating to the Mission Alignment Process, including but not limited to any Documents submitted by You to the Bishop, the Debtor, VeraCruz, or any other professionals (including any committees, councils, or similar organizations) and any Mission Alignment Process findings provided to You and/or the Church (including draft and preliminary findings).

8. All Documents Relating to loans (whether historical or outstanding) and loan requests made by You on behalf of the Church to the Bishop, Debtor, Non-Debtor Catholic Entities, or external third parties, including but not limited to applications, due diligence materials, loan agreements, promissory notes, repayments, forgiveness, cancellations, reductions, conversions, write-offs, and allowances.

9. All Documents Relating to Your analyses of Abuse Claims.

10. All Communications between You and the Bishop and/or the Debtor Relating to the Chapter 11 Case, including but not limited to Relating to the Plan and Disclosure Statement.

1 Dated: April 11, 2025

**LOWENSTEIN SANDLER LLP
KELLER BENVENUTTI KIM LLP**

2 By: s/ Michael A. Kaplan

3 Jeffrey D. Prol

4 Michael A. Kaplan

5 Brent Weisenberg

6 Colleen M. Restel

7 – and –

8 Tobias S. Keller

9 Jane Kim

10 Gabrielle L. Albert

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

EXHIBIT I

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

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

Debtor.

Case No: 23-40523

Chapter 11

**DECLARATION OF ATTILA BARDOS IN
SUPPORT OF DEBTOR'S MOTION TO
QUASH AND FOR PROTECTIVE ORDER
AGAINST OFFICIAL COMMITTEE OF
UNSECURED CREDITORS' SUBPOENAS**

Judge: Hon. William J. Lafferty

1 I, Attila Bardos, hereby declare as follows:

2 1. My name is Attila Bardos. I am of sound mind and am over the age of twenty-one (21)
3 years old. I am competent of making this declaration. I have never been convicted of a crime of moral
4 turpitude, and have personal knowledge of the facts stated herein, which are true and correct. I submit this
5 declaration in support of the Roman Catholic Bishop of Oakland's ("the Debtor") *Motion to Quash and*
6 *For Protective Order Against Official Committee of Unsecured Creditors' Request for Production And*
7 *Interrogatories*, filed concurrently herewith (the "Motion").¹

8 2. I am the Chief Financial Officer of the Debtor. In this capacity, I am familiar with the
9 events in this matter, the Debtor's day-to-day operations, financial affairs, books and records, and
10 operations with respect to the parishes. I am also familiar with parish operations independent from the
11 Debtor. Aside from my personal knowledge learned from my role, I routinely volunteer at both the St.
12 Isidore Catholic Church in Danville and St. Mary Catholic Church in Walnut Creek. In these capacities, I
13 am qualified and competent to make this declaration. Except as otherwise noted, all facts set forth in this
14 Declaration are based upon my personal knowledge or upon my review of the Debtor's records maintained
15 in the ordinary course of business. If called upon to testify, I could and would testify competently to the
16 facts set forth herein.

17 3. First, the administrative expenses incurred in this Chapter 11 case are staggering, a large
18 portion of which is attributable to the Committee's recent practices and dealings with the Debtor. The
19 Debtor's objective is, and has always been, complete transparency with the Court and all of the
20 stakeholders in this Chapter 11 case.

21 4. The Debtor voluntarily undertook an extraordinary effort to produce documents to the
22 Committee throughout this Chapter 11 case, in a good faith attempt to demonstrate full transparency, and
23 also to try to build trust with the Committee, with the end goal being the collaborative development of a
24 confirmable plan.

25 5. If Debtor must respond to each of the 85 Clergy Employee Subpoenas issued by the
26 Committee to the Debtor's employees, the Debtor would have to repeat this process 85 times with every
27 single parish and priest. The Debtor would have to facilitate interviews, meetings, and document retrieval

28 ¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 in order to provide a written response for each of the 85 Clergy Employee Subpoenas. The cost of attorney
2 time alone spent on these efforts cannot be sustained by the Estate.

3 6. The Clergy Employees do not have the money to hire independent counsel to assist in
4 responding to the Clergy Employee Subpoenas and besides, since they are employees of the Debtor,
5 counsel for the Debtor would represent them in responding. Nor can they use parish resources because the
6 subpoenas were purportedly served on the clergy in their individual capacities (even though any
7 responsive documents they have are not their personal documents but rather belong to the Debtor). Clergy
8 members are prohibited from using parish resources for personal matters. Although the Debtor would
9 never require the clergy to use their personal resources to defend themselves in this matter, it is worth
10 noting that Debtor has no choice but to cover their costs here.

11 7. Additionally, the operational disruption for the parishes and clergy would be significant.
12 Many parishes are staffed by volunteers who are not authorized to assist in these kinds of efforts. And the
13 few individuals employed by the parishes have substantial job duties. Any diversion from those duties
14 would significantly disrupt the parish's operations. The clergy are already under considerable stress and
15 anxiety due to the Committee's decision to involve the clergy personally in this matter. Compelling them
16 to respond would add even more pressure to an already stressful situation that they should not have any
17 involvement in.

18 8. Given the short time frame to produce documents in this matter, the clergy would be solely
19 responsible for document collection efforts because Debtor's attorney simply cannot assist every single
20 individual during the duration of this process. Parish clergy have no experience with the legal system and
21 have dedicated their lives to their parishioners. Calling them away from those duties to respond to these
22 subpoenas would distress both the clergy and their following, negatively impact their ministry, and disrupt
23 their mission.

24 9. The Debtor cannot continue to sustain the level of administrative expenses incurred in this
25 Chapter 11 Case. As of March 31, 2025, the Debtor has paid approximately \$29.2 *million* in professional
26 fees, which includes the Committee's professionals. That amount will increase significantly as Debtor
27 prepares to respond to the Committee's 98 different requests for production served on the Debtor.

28 10. The Debtor's cash flow has been compromised by the payment of professional fees, and

1 its practical liquidity, after accounting for accrued but unpaid professional fees in the bankruptcy case,
2 has dipped under \$3 million.

3 11. The Estate simply does not have the resources to comply with the Clergy Employee
4 Subpoenas.

5 12. As the Debtor-in-Possession, it is the Debtor's responsibility to gather responsive
6 documents and produce them to the Committee. The Debtor's collection of documents throughout this
7 Chapter 11 case has included and will continue to include documents collected by the Debtor from its
8 parishes, including documents collected from its employees including pastors, priests and administrative
9 personnel. The Debtor will continue to do this and will therefore produce responsive documents in
10 accordance with its obligations as a Debtor-in-Possession. But the Committee's service of 85 subpoenas
11 on employees of the Debtor is unnecessary, burdensome, and will waste estate resources because the
12 Debtor has produced and will continue to produce responsive documents. There is no good reason for the
13 Committee to seek documents from the Debtor's employees directly, rather than through the Debtor.

14 I declare under the penalty of perjury that the foregoing is true and correct.

15 Executed on 25th day of April, 2025

16 /s/ Attila Bardos
17 Attila Bardos, Declarant