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

In re:

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

Debtor.

Case No. 23-40523

Chapter 11

**NOTICE OF FILING OF DEBTOR'S
FOURTH AMENDED PLAN OF
REORGANIZATION**

Judge: Hon. William J. Lafferty

Date: March 10, 2026
Time: 10:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

1 **TO THE HONORABLE WILLIAM J. LAFFERTY, UNITED STATES BANKRUPTCY JUDGE**
2 **AND ALL INTERESTED PARTIES AND/OR THEIR COUNSEL OF RECORD:**

3 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor-
4 in-possession (the “Debtor”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”),
5 hereby files this notice (this “Notice”) of its proposed *Debtor’s Fourth Amended Plan of Reorganization*
6 (the “Fourth Amended Plan”).

- 7 • Attached hereto as **Exhibit 1** is the Debtor’s *Executive Summary, Frequently Asked*
8 *Questions, and General Information Regarding Debtor’s Fourth Amended Plan of*
9 *Reorganization* (the “Plan Summary”). The Plan Summary provides an overview of the
10 Fourth Amended Plan, including the treatment of claims therein, and identifies material
11 changes from the Debtor’s Third Amended Plan of Reorganization [Docket No. 1830] (the
12 “Third Amended Plan”).
- 13 • The Fourth Amended Plan is attached hereto as **Exhibit 2**.
- 14 • A redline of the Fourth Amended Plan against the Third Amended Plan is attached hereto
15 as **Exhibit 3**.

16
17 DATED: February 20, 2026

Respectfully submitted,

18 **FOLEY & LARDNER LLP**

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

25 */s/ Shane J. Moses*

26 SHANE J. MOSES

27 *Counsel for the Debtor*
28 *and Debtor in Possession*

NOTICE OF FILING OF DEBTOR’S FOURTH AMENDED PLAN

EXHIBIT 1

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11 **UNITED STATES BANKRUPTCY COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **OAKLAND DIVISION**

14 In re:

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

17 Debtor.

Case No. 23-40523

Chapter 11

Judge: Hon. William J. Lafferty

18
19 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL**
20 **INFORMATION REGARDING DEBTOR'S FOURTH AMENDED PLAN OF**
21 **REORGANIZATION**
22
23
24
25
26
27
28

TABLE OF CONTENTS

Page

1

2

3

4 **ARTICLE I EXECUTIVE SUMMARY..... 1**

5 A. Survivors’ Trust Assets / Plan Contributions..... 1

6 B. The Fourth Amended Plan Is Fair And Equitable 4

7 C. The Livermore Property..... 8

8 D. Comparison to Other Diocesan/Religious Order Cases..... 9

9 E. Plan Mechanics for Abuse Claims..... 10

10 F. Non-Monetary Commitment to Healing and Reconciliation..... 14

11 **ARTICLE II GENERAL INFORMATION..... 15**

12 **ARTICLE III QUESTIONS AND ANSWERS ABOUT THE FOURTH AMENDED PLAN 16**

13 **ARTICLE IV THE DEBTOR’S MISSION TO EFFECT RECONCILIATION AND**

14 **COMPENSATION 18**

15 **ARTICLE V THE PLAN PROCESS..... 21**

16 A. The Debtor's Original Plan and Disclosure Statement..... 21

17 B. The Debtor’s Attempt to Confirm the Third Amended Plan 21

18 C. The Debtor’s Motion to Dismiss the Bankruptcy Case. 22

19 **ARTICLE VI SUMMARY OF AMENDMENTS IN THE FOURTH AMENDED PLAN 23**

20 A. The Survivors’ Trust..... 23

21 B. Settling Insurers 24

22 C. Non-Settling Insurers 24

23 D. Means for Implementation of the Fourth Amended Plan 24

24 E. Disputed Claims and Claims Distributions..... 24

25 F. Effective Date 24

26 G. Retention of Jurisdiction..... 25

27 H. Tax Consequences of the Fourth Amended Plan..... 25

28 **ARTICLE VII ALTERNATIVES TO THE FOURTH AMENDED PLAN..... 25**

 A. Alternative Plan Pursuant to Chapter 11 of the Bankruptcy Code 25

 B. Dismissal of the Chapter 11 Case 26

 C. Chapter 7 Liquidation Not a Viable Alternative..... 27

 D. Appointment of a Chapter 11 Trustee is Not a Viable Alternative..... 27

ARTICLE VIII CONFIRMATION OF THE FOURTH AMENDED PLAN 27

 A. General Confirmation Requirements 27

 B. Confirmation Hearing 27

 C. Confirmation 28

 D. Cramdown..... 28

 E. Best Interests Test..... 29

 F. Feasibility..... 29

 G. Compliance with the Applicable Provisions of the Bankruptcy Code 29

ARTICLE IX CONCLUSION..... 30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
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ARTICLE I

EXECUTIVE SUMMARY

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

Providing fair and equitable compensation for survivors of abuse and reorganizing to enable the Debtor to continue its mission to serve the needs of the faithful within the Diocese of Oakland are the focal points of the *Debtor’s Fourth Amended Plan of Reorganization* (“Fourth Amended Plan”).¹

The tragedy of the abuse perpetrated by those purporting to do the missionary work of the Church is impossible to overstate. Instead of fulfilling the Church’s mission, these perpetrators inflicted harm and suffering. The abuse was and is inexcusable. It not only deeply impacted the survivors, but it also affected the faithful and the community the Debtor serves.

The Debtor filed its bankruptcy case on May 8, 2023. The Fourth Amended Plan is the product of years of reflection by the Debtor on its past, present, and future missions, its acknowledged need to financially and spiritually atone for the crimes of others, and its desire to bolster its already-strong protocols and policies for ensuring the protection of the most vulnerable members of our community from abuse and to remove perpetrators from ministry. The Debtor is prepared to pay a significant, nine-figure settlement to survivors over a period of three-and-a-half years. It is willing to sell a considerable percentage of its real estate – including up to twelve houses of worship – to generate sufficient funds to pay fair compensation to survivors. The Fourth Amended Plan will, if confirmed, provide the highest per-claim average payout to survivors of any similarly-sized diocesan bankruptcy filed in the United States. It will also permit all parties to this case, including the Debtor and all survivors, to continue the healing and reconciliation process that has been ongoing for decades and may never truly end.

A. Survivors’ Trust Assets / Plan Contributions

The Fourth Amended Plan contemplates cash contributions to a trust established to compensate abuse survivors (the “Survivors’ Trust”) over a 3.5-year period of not less than approximately \$224.3 million, of which not less than \$84.3 million will be contributed on the Effective Date. A non-debtor, the Roman Catholic Welfare Corporation of Oakland (“RCWC”) shall also make contribution on the Effective Date of approximately \$7.7 million. This money, and an additional \$22.3 million in contributions from RCWC, will be placed in the RCWC Escrow for eventual distribution to Abuse Claimants on the condition that those holding Claims against it execute the RCWC Release. The Effective Date is anticipated to occur on or about June 1, 2026.

The Fourth Amended Plan further contemplates an assignment of the Debtor’s rights and obligations under its insurance policies with Non-Settling Insurers. This assignment will allow Abuse

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Fourth Amended Plan.

1 Claimants to immediately pursue additional recoveries against Non-Settling Insurers through litigation in
2 state court.

3 The Fourth Amended Plan further contemplates enhancements to the Debtor's existing protocols
4 and practices for the protection of youth and vulnerable adults embodied in the *Child Protection Protocols
for the Roman Catholic Bishop of Oakland, California* attached hereto as **Exhibit A** and summarized
5 below.

6 **i. Contributions from the Debtor and RCWC.**

7 To compensate the victims and survivors of sexual abuse, the Fourth Amended Plan establishes a
8 Survivors' Trust funded with the Survivors' Trust Assets. The Survivors' Trustee will liquidate the
9 Survivors' Trust Assets and distribute the proceeds to the Holders of Abuse Claims and Unknown Abuse
10 Claims pursuant to the procedures contained in the Survivors' Trust Distribution Plan (previously filed at
11 Dkt. No. 2004).² The Survivors' Trust will be created on the Effective Date of the Fourth Amended Plan
12 for the purpose of paying distributions to Holders of Class 4 and Class 5 Claims, the two Classes of Abuse
13 Claims under the Fourth Amended Plan.

14 The Survivors' Trust will be funded with (a) \$150 million in cash contributed by the Debtor over
15 a 3.5-year period, (b) \$30 million in cash contributed by RCWC through an escrow arrangement which
16 will distribute funds to be made available to Abuse Claimants if those Abuse Claimants asserting claims
17 against RCWC grant RCWC post-confirmation releases,³ and (c) the proceeds of the settlements by and
18 between the Debtor and the Settling Insurers, currently approximately \$44.3 million. The Debtor will also
19 contribute and assign to the Survivors' Trust the rights and obligations of the Debtor in the Non-Settling
20 Insurer Policies. Generally, except with respect to the amount (increased) and timing (accelerated) of
21 contributions thereto, the provisions in the Fourth Amended Plan relating to the establishment, rights,
22 duties, and obligations of the Survivors' Trust have not changed from the Third Amended Plan.

23 More specifically, the Survivors' Trust or RCWC Escrow will receive the following contributions
24 from the Debtor or RCWC on the following schedule:

- 25 • On the Effective Date:
 - 26 ○ From the Debtor: \$40.0 million in cash plus any remaining balance of the proposed
27 DIP borrowing after satisfaction of all professional and administrative claims (the
28 "Initial Debtor Contribution")
 - From RCWC: \$7.7 million in cash
- On or before the first anniversary of the Effective Date:
 - From the Debtor: no less than \$7.2 million in cash

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

³ The Non-Binding Term Sheet filed at Docket No. 2521 contemplated a \$50 million contribution by
RCWC contingent on RCWC receiving support for, and filing, a pre-negotiated bankruptcy case and
joining in a consensual Plan of Reorganization. That Plan did not materialize. As it is, RCWC's
contribution of \$30 million is more than the \$28.5 million it proposed to contribute in the Debtor's Third
Amended Plan.

29 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

- From RCWC: no less than \$3.0 million in cash
- On or before the second anniversary of the Effective Date:
 - From the Debtor: no less than \$4.7 million in cash
 - From RCWC: no less than \$6.0 million in cash; and,
- On or before the date that is six months after the third anniversary of the Effective Date:
 - From the Debtor: the remaining amount of the Debtor’s \$150 million aggregate contribution, no more than approximately \$98.1 million in cash
 - From RCWC: the remaining amount of the RCWC’s \$30 million aggregate contribution, no more than approximately \$13.3 million in cash

The Debtor’s contribution to the Survivors’ Trust will be facilitated in part by an additional \$40 million new-money loan from RCC as part of a refinance of a total of \$55 million in new money provided to the Debtor after the Petition Date. Remaining amounts will come from the Debtor’s unrestricted cash and proceeds raised from future sales of real estate owned by the Debtor or Adventus, one of the Non-Debtor Catholic Entities, as described in more detail below. RCWC’s contribution will come from unrestricted cash and proceeds raised from the future sale of real estate owned by RCWC. Should RCWC make its full contribution, the contributions from the Debtor and RCWC to the Survivors’ Trust will be \$180.0 million in the aggregate.

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

ii. The RCWC Escrow.

RCWC is not a debtor in the Chapter 11 Case and will make its contribution into an escrow account managed by a third party (the “RCWC Escrow”). The Survivors’ Trust may withdraw amounts from the RCWC Escrow in accordance with the Survivors’ Trust Documents and the escrow agreement between the Survivors’ Trust, RCWC, and the escrow agent. Those documents shall provide that distributions from the RCWC Escrow shall only be made on account of Holders of Class 4 Claims whom the Abuse Claims Reviewer determines asserted a compensable Claim against RCWC in the Holder’s Proof of Claim. Such withdrawals from the RCWC Escrow shall not commence until after the Preliminary Abuse Claim Allowance Deadline. The escrow agreement shall provide the Survivor’s Trust may withdraw from the RCWC Escrow no more than the *pro rata* share of the RCWC Escrow balance designated for each Holder of an Abuse Claim asserted against RCWC who has executed and returned to RCWC a written form release of RCWC for all conduct occurring on or before the Effective Date of the Fourth Amended Plan (a “RCWC Release”). The *pro rata* share of each Holder shall be determined by the Survivor’s Trustee.

RCWC is a non-debtor pursuant to the Supreme Court’s decision in *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024). The RCWC Escrow construct is designed to allow RCWC to obtain consensual releases from Abuse Claimants holding Claims against it while enhancing the recovery to all Abuse Claimants by approximately 20% (\$30 million being 20% of \$150 million). In the event all Abuse Claimants holding Claims against RCWC execute a RCWC Release, any amount remaining in the RCWC Escrow shall thereupon be transferred to the Survivors’ Trust for distribution to all Abuse Claimants. If any amount remains in the RCWC Escrow as of the five-year anniversary of the Effective Date and not all RCWC Abuse Claimants have executed RCWC Releases, the escrow agent shall return such amount to RCWC no later than five (5) business days after the later of (i) the five-year anniversary of the Effective Date or (ii) distribution to the Survivors’ Trust of all payments to Holders of Allowed Class 4 Claims who executed and returned to RCWC a RCWC Release on or before the five-year anniversary of the Effective Date.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION

1 **iii. Settling Insurer Contribution.**

2 Certain Settling Insurers have agreed to a settlement with the Debtor and will make a cash
3 contribution to the Survivors’ Trust in the amount of \$44,347,868, to be paid on the Effective Date of the
4 Fourth Amended Plan. As set forth in the Term Sheet filed December 17, 2025, these insurers are
5 Continental Casualty Company (“CNA”), LMI (as defined in the signature block thereof), Westport
6 Insurance Corporation, f/k/a Employer Reinsurance Corporation, American Home Assurance Co., and the
7 California Insurance Guarantee Association (each a “Settling Insurer” and together the “Settling
8 Insurers”). The Debtor shall also contribute any proceeds held by the Debtor or the Reorganized Debtor
9 on account of any additional Insurance Settlement Agreements finalized and effectuated prior to the
10 Effective Date, if any, and the Assigned Insurance Interests, all as set forth in Article VIII and Sections
11 9.3.5 and 9.3.6 of the Fourth Amended Plan.

12 **iv. Non-Settling Insurers and the Insurance Assignment.**

13 Like the Debtor’s previous plans, the Fourth Amended Plan allows Non-Settling Insurers to
14 become Settling Insurers if they agree to make a cash contribution to the Survivor’s Trust. Settlement
15 proceeds resulting therefrom to be used to further supplement recoveries to Trust Claims. To the extent
16 no settlement with a particular Non-Settling Insurer is achieved, the Fourth Amended Plan establishes a
17 framework for post-confirmation litigation for Trust Claimants seeking recovery from Non-Settling
18 Insurers through the Litigation Option.

19 The Debtor engaged in extensive and tireless mediation with the Insurers over the Insurance
20 Assignment. The Debtor and Insurers have reached agreement on a term sheet that would allow the Debtor
21 to assign its rights and obligations under the Abuse Insurance Policies, but not the Policies themselves, to
22 the Survivors’ Trust upon the Effective Date. The Fourth Amended Plan – chiefly, but not exclusively,
23 Article VIII of the Fourth Amended Plan – reflects the agreed-upon terms of the insurance assignment.

24 **B. The Fourth Amended Plan Is Fair And Equitable**

25 The aggregate contributions from the Debtor, RCWC, and the Settling Insurers accomplish the
26 dual goals of fairly compensating Holders of Abuse Claims and allowing the Debtor to continue its mission
27 to serve the Catholic faithful and those who need its services and ministries in the East Bay area. The
28 Fourth Amended Plan is fair and equitable for three primary reasons:

First, the contributions from the Debtor, RCWC, and the Settling Insurers exceed, in the aggregate
and on a per-Abuse Claim basis, the equivalent contributions from debtors in recent diocesan bankruptcy
cases comparable to this one. Including the contributions by the Settling Insurers, the total amount to be
contributed to the Survivors’ Trust under the Fourth Amended Plan is approximately \$224.3 million,
including approximately \$84.3 million on the Effective Date. As set forth in the Debtor’s *Status
Conference Statement for Bankruptcy Case* filed at Docket No. 2291 and updated, the contributions in the
Fourth Amended Plan compare as follows to similar diocesan or religious order bankruptcy cases:

<u>Case Name/No.</u>	<u>Date Plan confirmed</u>	<u>No. of survivor claims</u>	<u>Average per-claim recovery from Debtor/NDCE contribution⁴</u>	<u>Average per-survivor claim recovery from insurance contribution</u>	<u>Average per-survivor claim recovery, total</u>
<i>In re The Roman Catholic Bishop of Helena, Montana, 14-60074 (Bankr. D. Mt.)</i>	3/5/2015	388	\$16,753	\$37,081	\$53,834
<i>In re Archdiocese of Milwaukee, 11-20059 (Bankr. E.D. Wis.)</i>	11/13/2015	352	\$30,114	\$30,966	\$61,080
<i>In re The Archdiocese of Saint Paul and Minneapolis, 15-30125 (Bankr. D. Minn.)</i>	9/25/2018	450	\$88,889	\$377,778	\$466,667
<i>In re The Roman Catholic Archdiocese of Agana, 19-00010 (Bankr. D. Guam)</i>	10/19/2022	255	\$98,039	\$107,059	\$205,098
<i>In re The Diocese of Camden, New Jersey, 20-21257 (Bankr. D.N.J.)</i>	3/14/2024	324	\$270,062	\$285,494 ⁵	\$555,556
<i>In re The Roman Catholic Diocese of Rockville Centre, New York, 20-12345 (Bankr. S.D.N.Y.)</i>	12/4/2024	565	\$415,584	\$151,372	\$566,956
<i>In re The Roman Catholic Diocese of Syracuse, New York, 20-30663 (Bankr. N.D.N.Y.)</i>	9/26/2025	374	\$267,380	unknown (insurance assignment)	unknown (insurance assignment)
<i>In re The Diocese of Rochester, 19-20905 (Bankr. W.D.N.Y.)</i>	9/5/2025	471	\$116,773	\$406,263	\$523,036
<i>In re The Roman Catholic Church of the Archdiocese of New Orleans, 20-10846 (Bankr. E.D. La.)</i>	12/8/2025	660	\$295,132 ⁶	unknown (\$44,356 plus insurance assignment)	unknown (\$339,488 plus insurance assignment)
<i>In re Franciscan Frairs of California, Inc., 23-41723 (Bankr. N.D. Cal.)</i>	TBD	99	\$202,020	unknown (insurance assignment)	unknown (insurance assignment)
In re The Roman Catholic Bishop of Oakland, 23-40523 (Bankr. N.D. Cal.)	TBD (scheduling order to be entered)	345	\$521,739⁷	unknown (\$128,551 plus insurance assignment)	unknown (\$650,290 plus insurance assignment)

Second, many of the Debtor’s assets are either necessary for it to maintain basic operations – including for Churches within the Diocese of Oakland – or were donated to the Debtor for a specific,

⁴ “Debtor/NDCE” contribution includes amounts contributed by the Debtor entity and any other non-debtor Catholic entity (e.g. separately incorporated parishes, Catholic Charities, schools entities, etc.) to the class of survivors.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION

1 restricted purpose. Because the Debtor is a charitable entity, California law imposes limitations on the use
2 of property donated subject to a restriction on use.⁸ Consequently, the Debtor may not use assets donated
3 for a specific purpose for any other purpose. In other words, the Debtor cannot use assets donated for the
4 purpose of corporal works of mercy (e.g. feeding the hungry, sheltering the homeless, visiting the sick or
5 imprisoned) to pay operational expenses, or to pay its creditors. Many of the Debtor's cash assets are
6 restricted in this manner.

7 Third, the Fourth Amended Plan maximizes the Debtor's assets available to pay creditors while
8 allowing the Debtor to continue its mission, as described more fully below. The Debtor is using the most
9 it is able to use from its assets available to pay creditors. Remaining assets are needed to allow the Debtor
10 to continue its mission. Perhaps most materially, the Fourth Amended Plan reflects the Debtor's
11 willingness to make deep sacrifices by liquidating assets, including real estate currently used for worship,
12 in order to compensate survivors of sexual abuse.

13 As set forth above, the Fourth Amended Plan contemplates the following contributions from the
14 Debtor, totaling \$150 million:

- 15 • The \$40 million Initial Debtor Contribution reflects the maximum amount of cash the
16 Debtor projects it can contribute to the Survivors' Trust on the Effective Date while
17 allowing the Debtor to continue its mission.
 - 18 ○ To make the Initial Debtor Contribution, the Debtor will obtain a loan of \$55
19 million from RCC on the Effective Date. This loan will refinance DIP borrowing
20 in the amount of \$15 million that the Debtor will use to fund administrative
21 expenses over the next few months and provide \$40 million in new-money
22 financing. This is the largest amount RCC is willing and able to loan to the Debtor.
23 RCC is the only viable and realistic exit financing party available to the Debtor.
24 The entire \$40 million in new money from the RCC loan will be transferred to the
25 Survivor's Trust on the Effective Date.⁹

26 ⁵ This information is based on recent press reports of a global settlement in that case providing for total
27 contributions of \$180 million from all sources, including all relevant insurers. *See, e.g.,*
28 [https://6abc.com/post/camden-diocese-announces-180-million-settlement-clergy-abuse-
survivors/18614108/](https://6abc.com/post/camden-diocese-announces-180-million-settlement-clergy-abuse-survivors/18614108/).

⁶ In its First Amended Disclosure Statement, the Archdiocese of New Orleans provides a value range for
survivor recoveries. The figures in the above chart reflect the "middle value" range. [Dkt. No. 4193 at
10-11, § 3.03.] The Archdiocese identified 660 non-duplicative survivor claims, of which it estimated
250 were filed after the applicable claims bar date. [Dkt. No. 4193 at 22, § 5.01.] If all 250 late-filed
claims are disallowed, the average per-survivor claim recovery from Debtor/NDCE sources becomes
\$475,122, and \$546,494 from all sources, again using the "middle value" range.

⁷ If the RCWC contribution is removed, the average per-claim recovery is \$434,783 (\$150,000,000
divided by 345 claims) not including any insurance recoveries or contributions. Both this figure and the
figure in the chart assumes all amounts in the Unknown Abuse Claims Reserve will be distributed to Class
4 Claims.

⁸ *See* Cal. Bus. and Prof. Code § 17510.8 ("acceptance of charitable contributions by a charity . . .
establishes a charitable trust and a duty on the part of the charity . . . to use those charitable contributions
for the declared charitable purposes for which they are sought").

⁹ The Third Amended Plan contemplated an Initial Debtor Contribution of \$55 million. The difference
between the two plans is the forthcoming request for \$15 million in DIP financing from RCC, which will

**EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

- If any cash proceeds from the DIP loan remain on the Effective Date, such funds will first be used to pay outstanding administrative expenses incurred in the Chapter 11 Case, including professional fees, and thereafter any remaining DIP loan proceeds will be transferred to the Survivor's Trust on account of the Debtor Cash Contribution. The Debtor anticipates it will have only the bare minimum cash reserves remaining, if any, on the Effective Date.
- The \$110 million to be contributed by the Reorganized Debtor to the Survivors' Trust subsequent to the Effective Date reflects the maximum amount of cash the Debtor can contribute to the Survivors' Trust while allowing the Reorganized Debtor to continue its mission.
 - The Reorganized Debtor will meet its post-Effective Date contribution obligations – while servicing existing and contemplated debt obligations to RCC – primarily by selling real estate (including some Church property and including both vacant and non-vacant land) and contributing the proceeds. Notwithstanding the payment schedule set forth above, upon the sale of unencumbered real estate post-Effective Date, the Debtor *shall* contribute the proceeds of such sale, after payment of all necessary costs, to the Survivors' Trust upon closing of the sale.
 - The annual amounts to be paid by the Reorganized Debtor on the first and second anniversaries of the Plan are minimum contributions required by that date. The Debtor fully expects to contribute more than the stated minimums during each year following the Effective Date through the end of the plan payment period. To the extent it does so, the minimum payment due on the date that is three years and six months following the Effective Date shall be reduced accordingly.
 - If possible, the Reorganized Debtor *may* also supplement contributions to the Survivors' Trust with additional unrestricted cash generated through operations to meet its subsequent contribution obligations.

Specifically, the Reorganized Debtor will liquidate the following real estate to support the funding of the Fourth Amended Plan as either collateral for the RCC loan or to generate proceeds to fund contributions:

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

lower RCC's lending ability at the projected Effective Date.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION

- Five¹⁰ residential homes owned by the Debtor and one residential home owned by Adventus, the proceeds of which will be contributed to the Reorganized Debtor, all of which are currently used in connection with the Debtor’s ministry.
- Other real estate currently being used in support of the Debtor’s ministry but only as absolutely necessary following liquidation of the real estate described above to meet the Debtor’s obligations under the Fourth Amended Plan.

In addition, Furrer Properties, Inc. (“Furrer”) will liquidate the three parcels of property on which Cooper’s Mortuary operates and that include a four-unit apartment building, and contribute the proceeds to the Reorganized Debtor. Furrer is a wholly-owned subsidiary of the Debtor. Its only assets are the three parcels it intends to sell to support the Fourth Amended Plan.

The Fourth Amended Plan reflects the Debtor’s careful analysis of its real estate assets, including how each asset contributes to the Debtor’s mission and the measures that must be taken to make each asset salable, and inherently depends on the sale or encumbering of certain real estate. Some of the real estate to be sold will be vacant or mostly-vacant land adjacent to one of the Churches. Some of the real estate to be sold will include land on which Churches presently sit and operate. In the case of the latter, this means those locations would not be used for church services or any other aspects of the Catholic faith and mission after they are sold.

The Debtor recognizes the sale of valuable real property, particularly “full sites” currently used in the Debtor’s ministry, is a painful outcome for the Debtor and many Catholics. Nonetheless, the Debtor is making this sacrifice voluntarily for the benefit of Survivors in this bankruptcy case. The sale of real property on which a Church currently sits and operates, or which is used in its ministry, would not happen in a forced liquidation under chapter 7 of the Bankruptcy Code. Under applicable U.S. Supreme Court and Ninth Circuit case law, the Debtor cannot be forced to sell real estate on which it operates one of the Churches.¹¹ Here the Debtor is willing to sell some of its property, including Church property, pursuant to a confirmed Plan to achieve the dual goals of this Chapter 11 Case.

C. The Livermore Property

Prior versions of the Fourth Amended Plan required the Debtor to transfer title of certain real property owned by Adventus to the Survivors’ Trust. The real property is located at 3658 Las Colinas Road, Livermore, California (the “Livermore Property”) and consists of approximately 122.5 acres of vacant land with no on-site improvements currently zoned for agricultural use. The Livermore Property is worth approximately \$14 million in its current state. If re-entitled for residential development, it could be worth approximately \$100 million, possibly more.

Adventus has spent considerable time working with the City of Livermore to permit the Livermore Property to be developed for residential use. On or about February 23, 2025, the Livermore City Council unanimously approved a request by the city’s planning staff to negotiate a housing development agreement

¹⁰ The Third Amended Plan contemplated the sale of seven residential homes owned by the Debtor. Two such homes have been sold with Bankruptcy Court approval in recent months.

¹¹ See *Security Farms v. Gen. Teamsters, Warehouseman and Helpers Union, Local 890 (In re Gen. Teamsters, Warehouseman and Helpers Union, Local 890)*, 265 F.3d 865, 877 (9th Cir. 2001); see also *Hosanna-Tabor Evangelical Lutheran Church and School v. E.E.O.C.*, 565 U.S. 171, 188-190 (in the context of the ministerial exception to federal employment discrimination laws, First Amendment Religion Clauses prohibit “government interference with an internal church decision that affects the faith and mission of the church itself”).

1 in relation to the Livermore Property. Those negotiations began in April 2025 and remain ongoing. While
2 it is anticipated the development agreement will establish a range of land uses and densities, the City will
3 require more specific development details, such as the location of any structures, to undergo a separate
4 approval process. Adventus has hired several professionals to assist it in understanding the developable
5 area of the Livermore Property and how best to derive value while adhering to development constraints
6 and City ordinances. Adventus believes it is close to finalizing sewer and trail easements with the City. It
7 also applied for an extension of its existing development agreement pending the finalization of the new
8 agreement.

9 The Debtor hopes these efforts will lead to a re-zoning of the Livermore Property to allow
10 residential use and associated development. This will dramatically increase the value of the Livermore
11 Property. Adventus will continue working to re-entitle the Livermore Property after the Effective Date.

12 If any part of the Livermore Property is sold before the 3.5-year anniversary of the Effective Date,
13 Adventus has agreed that the net proceeds of each such sale(s) shall be distributed in the following
14 sequence:

- 15 1. To Adventus in the amount of its closing costs, including without limitation professional
16 fees;
- 17 2. To the Survivors' Trust, in the amount equal to the balance then owed on the Reorganized
18 Debtor's required contribution under the Fourth Amended Plan; then,
- 19 3. Should any funds remain, to Adventus.

20 To illustrate, assume that as of the date that is two years and six months after the Effective Date,
21 the Debtor has contributed \$70 million to the Survivors' Trust, and that Adventus closes a sale of the
22 entire Livermore Property on that date for a gross sale price of \$100 million with closing costs (including
23 professional fees) of \$2 million. The waterfall would be as follows:

- 24 1. \$2 million to Adventus;
- 25 2. \$80 million to the Survivors' Trust;
- 26 3. \$18 million to Adventus.

27 Adventus has agreed to this arrangement.

28 The Debtor and Adventus have every incentive to maximize the value of the Livermore Property
and proceed expeditiously through the re-entitlement process. If the Livermore Property is sold, the Debtor
will not need to liquidate as much of its real property. This would mean Churches slated for sale and
closure can remain open and available to worship and ministry.

D. Comparison to Other Diocesan/Religious Order Cases

The treatment proposed in the Fourth Amended Plan is fair and equitable to its creditors and
represents a greater average recovery for Abuse Claims based on contributions from church entities
compared with prior, similar bankruptcy cases. At Confirmation the Debtor will present unassailable
evidence demonstrating this.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION

1 **i. Known Abuse Claimant Distribution.**

2 Assuming: 1) the aggregate value of the contributions from the Debtor, RCWC, and the Settling
3 Insurers (\$219,347,868, which amount does not include the Unknown Abuse Claims Reserve described
4 below), and 2) approximately 345 unique Abuse Claims will ultimately receive distributions, the average
per Claim distribution to Holders of Class 4 Claims is \$635,790.92 (based on total cash contributions from
all sources of \$219,347,868).

5 **ii. Unknown Abuse Claimant Distribution.**

6 It is not possible to calculate an average per-claim distribution to Holders of Class 5 Claims
7 (Unknown Abuse Claims) because the number of such claims is unknown. Holders of Class 5 Claims will
8 be eligible to receive their pro rata share of the Unknown Abuse Claims Reserve (\$5,000,000.00) within
9 the first five years after the Effective Date. Thereafter, any remaining amount from the Unknown Abuse
Claims Reserve will be absorbed into the Survivors' Trust Assets and made available for distribution to
Holders of Class 4 Claims in accordance with the terms of the Fourth Amended Plan. Should this happen,
it will increase the average per-Claim recovery of Class 4 Claims accordingly.

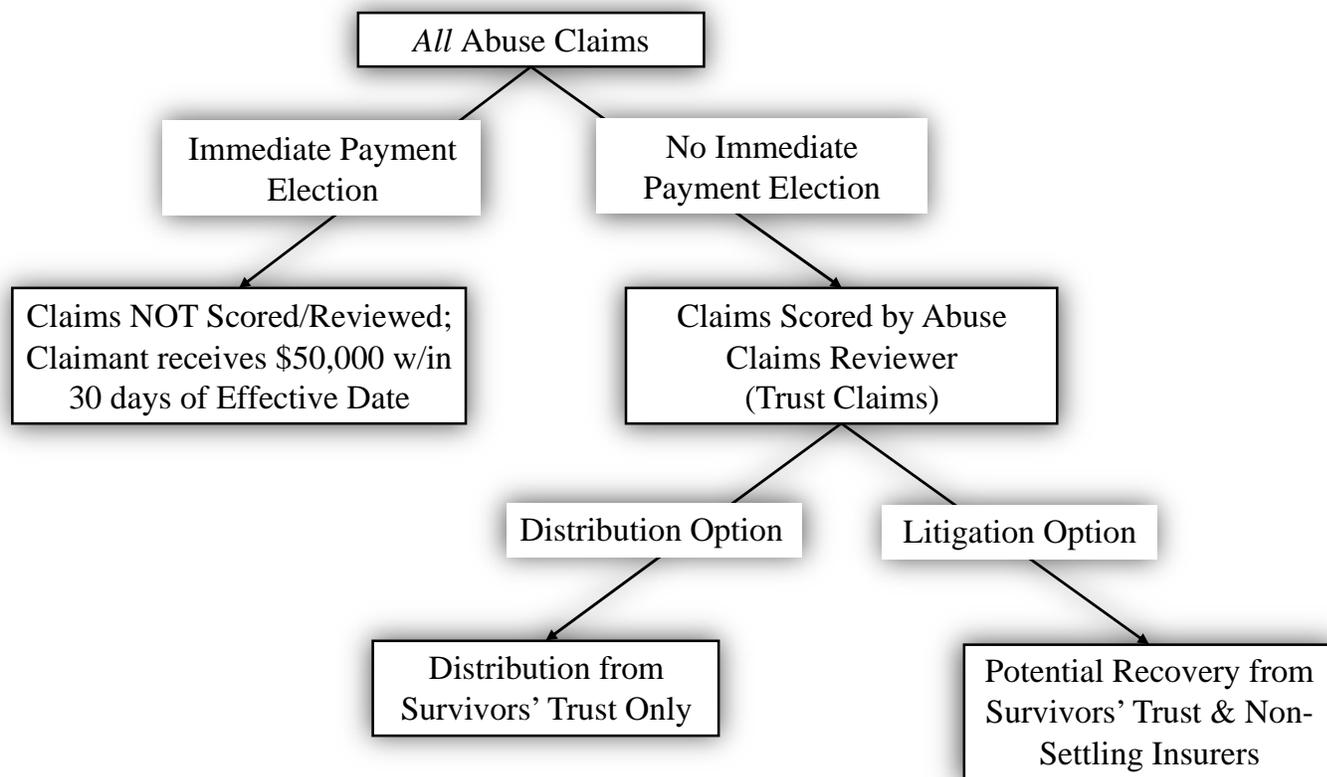
10 **iii. Additional Considerations.**

11 These potential average per-Claim distributions described above do not include: 1) the value of
12 the Assigned Insurance Interests and potential associated recoveries, including by Abuse Claimants that
13 select the Litigation Option under Section 9.8.4 of the Fourth Amended Plan, and 2) possible additional
settlements with Settling Insurers prior to the Effective Date of the Fourth Amended Plan, if any.

14 Because the Immediate Payment Option pays less (\$50,000) than the projected per-claimant
15 average values under the Fourth Amended Plan, every Abuse Claimant that elects the Immediate Payment
16 Option increases the projected per-claimant average for all other Abuse Claimants. For example, assuming
17 total cash contributions on account of Class 4 Claims of \$220,000,000.00 (for ease of calculation), if ten
18 Abuse Claimants elect the Immediate Payment Option, the per Claim distribution increases to \$655,223.88
(an increase of approximately \$20,000 per Claim). If twenty-five claimants elect the Immediate Payment
Option, the per Claim distribution increases to \$683,893.75 (an increase of approximately \$46,000 per
claim). The tradeoff, as described below, is that Abuse Claimants electing the Immediate Payment Option:
1) receive their payment within 30 days of the Effective Date of the Fourth Amended Plan, and 2) do not
have their Abuse Claims scored or reviewed in any way, as described below.

19 **E. Plan Mechanics for Abuse Claims**

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



i. Immediate Payments.

The Fourth Amended Plan retains the option for Abuse Claimants to elect to receive an Immediate Payment within 30 days of the Effective Date in the amount of \$50,000. If an Abuse Claimant elects to receive an Immediate Payment, all recovery on their Abuse Claim is limited to the Immediate Payment. For the avoidance of doubt, an Abuse Claimant who elects to receive an Immediate Payment shall not be permitted to seek any additional recovery on account of the Abuse Claim from the Debtor, the Survivors' Trust, any Settling or Non-Settling Insurers, or RCWC (and the RCWC Escrow). Correspondingly, Abuse Claims of Claimants that elect the Immediate Payment will not be scored or subject to Claim objections, and the payment shall be irrevocable and indefeasible.

The form used for the Immediate Payment election shall be provided to Abuse Claimants by the Survivors' Trustee post-confirmation of the Fourth Amended Plan and shall include conspicuous language indicating that acceptance of the Immediate Payment and return of the election form constitutes a release of the Debtor, Survivors' Trust, any Settling or Non-Settling Insurers, and RCWC (and the RCWC Escrow Agent) for any amount over and above the Immediate Payment (\$50,000).

ii. Preliminary Distributions to Holders of Allowed Abuse Claims.

The Fourth Amended Plan adds a provision allowing the Survivors' Trustee to make preliminary distributions of \$5,000 to any Abuse Claimant the Survivors' Trustee determines has an Allowed Claim. Not later than 60 days after the Effective Date (the "Preliminary Abuse Claim Allowance Deadline"), the individual appointed to review Abuse Claims shall review the Proof of Claim for each Abuse Claim to (a) determine whether it is an Allowed Claim, and (b) determine whether it asserts a compensable claim against RCWC. Not later than the later of (i) ten (10) days after the Preliminary Abuse Claim Allowance

1 Deadline, and (ii) thirty (30) days after the Effective Date, the Survivors' Trustee shall make a Preliminary
2 Distribution to the Holder of each Abuse Claim that is determined by the Abuse Claims Reviewer to be
3 an Allowed Claim, in the amount of \$5,000 from the Survivors' Trust Assets in accordance with the
4 Survivors' Trust Documents.

5 The allowance of Abuse Claims by the Abuse Claims Reviewer shall have no effect on the amount
6 of the contributions of the Debtor or RCWC. Neither the Determination by the Abuse Claims Reviewer
7 that a Proof of Claim is an Allowed Claim, nor that a proof of claim asserts a compensable claim against
8 RCWC, shall constitute a trial, an adjudication on the merits, or evidence of liability or damages in any
9 litigation with any Non-Settling Insurer or any other Person.

10 **iii. Initial Determination / Claims Scoring.**

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

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

- 21 • First, the Abuse Claims Reviewer applies Initial Criteria to determine whether any
22 incurable defects exist with respect to a Trust Claim. These criteria include whether the
23 Trust Claim was timely submitted, substantially completed and signed, is duplicative of
24 another Trust Claim, or was previously resolved through litigation or settlement;
- 25 • Second, the Abuse Claims Reviewer applies General Criteria intended to determine
26 whether the Trust Claim adequately describes the alleged abuse, alleged perpetrator,
27 location of abuse, and legal liability of the Debtor or another party; and,
- 28 • Third, the Abuse Claims Reviewer applies Evaluation Factors to score the claim on a scale
from 1-100. The Evaluation Factors include the nature of the abuse (in terms of duration,
frequency, level of severity and degree of intrusiveness, etc.), the impact of the abuse (in
terms of mental and physical health, spiritual well-being, interpersonal relationships, etc.);
prior recoveries, if any, from other parties; and the claimant's involvement in bringing the
abuse to light for the benefit of all Trust Claimants.

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

- Assume 345 claimants hold Trust Claims with an average score of 50 points per claim.
- 50 points per claim multiplied by 345 claims yields 17,250 total points.
- Assuming a total distributable amount of \$220 million (for ease of calculation), each point
would be valued at \$12,753.62 (\$220 million divided by 17,250 points).

**EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

1 Accordingly, Trust Claims assigned 25, 50, and 75 points would receive projected total recoveries of
2 \$318,840.58, \$637,681.16, and \$956,521.74 from the Survivor's Trust, respectively.

3 Following receipt of the Initial Determination, Trust Claimants have 30 days to request re-review
4 of the Initial Determination by the Abuse Claims Reviewer with the option to submit additional
5 documentation or information that such Claimant believes should be considered (the "Review
6 Determination"). If sought, the Review Determination shall be the "Final Determination." If no Review
7 Determination is sought, the Initial Determination shall be the Final Determination.

8 **iv. Litigation Option vs. Distribution Option.**

9 All Trust Claimants will have up to 90 days from issuance of their respective Initial Determination
10 to elect one of two paths as to their Trust Claim: 1) receive a distribution from the Survivor's Trust *and*
11 pursue litigation that could yield additional recovery from an insurer, if any (the "Litigation Option") or
12 2) accept a distribution solely from the Survivors' Trust (the "Distribution Option") and forego litigation
13 against the Debtor's insurers. Claimants that do not make an election will be deemed to have chosen the
14 Distribution Option. For the avoidance of doubt, a Trust Claimant may make an election to pursue the
15 Litigation Option and resume their state-court case against the Debtor (in name only) at any time *after* the
16 Effective Date and prior to the deadline stated above through written notice provided to the Survivors'
17 Trustee.

18 On the 91st day following issuance of all Initial Determinations by the Abuse Claims Reviewer,
19 the Survivors' Trustee will know: 1) how many Trust Claimants chose or were deemed to have chosen
20 the Distribution Option ("Distribution Claimants"), and 2) how many Trust Claimants chose the Litigation
21 Option ("Litigation Claimants"). Following resolution of the last Review Determination, the Survivors'
22 Trustee will know the total number of points of Trust Claims and be able to project *pro rata* shares of
23 anticipated distributions to Trust Claimants.

24 At that point:

25 **For all Trust Claimants:**

- 26
- 27 • The Survivors' Trustee will make his Initial Distribution, which shall be comprised of such
28 Trust Claimant's *pro rata* share of the Survivors' Trust Assets existing on that date, less
reasonable reserves for the Survivors' Trust.
 - 29 • Upon receipt of additional Cash Contributions, the Survivors' Trustee will make
30 such Additional Distributions as are necessary and appropriate, which shall be comprised
31 of such Trust Claimant's *pro rata* share thereof, less reasonable reserves for the Survivors'
32 Trust. Whether and when to make Additional Distributions prior to the Final Distribution
33 shall be within the discretion of the Survivors' Trustee.

34 **For Trust Claimants that chose or were deemed to have chosen the Distribution Option, all
35 payments from the Survivors' Trust shall be final and irrevocable.**

36 **For Trust Claimants that chose the Litigation Option:**

- 37
- 38 • Upon the election of the Litigation Option, the Trust Claimant shall be allowed to resume
39 or institute (as the case may be) litigation against the Debtor (in name only) to establish
40 coverage liability and damages for the Trust Claimant's Abuse Claim as against the
41 applicable Non-Settling Insurer(s). As to the liability of the Debtor (as assumed by the
42 Survivors' Trust):

43 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
44 REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

- If the litigation yields a judgment against the Debtor (in name only) (the “Judgment Amount”) that is lower than Final Determination, the Judgment Amount controls. Any amount already distributed to Litigation Claimants in excess of the Judgment Amount shall be recoverable by the Survivors’ Trustee. Any amount not already distributed in excess of the Judgment Amount will be reallocated for payment to all other Distribution Claimants.
- If the litigation yields a Judgment Amount against the Debtor (in name only) that is higher than the Final Determination, the Final Determination controls as to the liability of the Survivors’ Trust.
- If the litigation yields a judgment covered by insurance, the amount of such coverage shall be paid by the responsible Insurer(s) directly to such Trust Claimant following recovery.
- Following resolution of each Litigation Option case, and after accounting for any recovery by the Litigation Claimant from another party, such as an Insurer, the Survivors’ Trustee will make a Litigation Distribution to each such Litigation Claimant in an amount equal to the lesser of: 1) any unpaid portion of the Final Determination, or 2) the Judgment Amount, both amounts being subject to reasonable reserves.
- Each Non-Settling Insurer shall have all defenses against a Litigation Claimant available to the Non-Settling Insurer against the Debtor on account of such Claimant’s Claim, including without limitation policy exclusions and other coverage defenses under the applicable policies, defenses available under state and federal law, and Orders of the Bankruptcy Court.
- **In no event can a Litigation Claimant receive more than the total amount of his or her judgment from all sources. For the avoidance of doubt, if, after accounting for recovery from parties other than the Survivors’ Trust, a Litigation Claimant receives any amount in excess of the Judgment Amount, such amount shall be recoverable by the Survivors’ Trustee.**

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

F. Non-Monetary Commitment to Healing and Reconciliation

The final key aspect of the Fourth Amended Plan is the continuation and amplification of the Debtor’s Mission to Effect Reconciliation and Compensation, described in detail below, which constitutes its non-monetary commitment pursuant to the Fourth Amended Plan.

Bishop Michael Barber shares the conviction of His Holiness Pope Leo XIV, expressed on June 21, 2025, that “It is urgent to root in the whole church a culture of prevention that does not tolerate any form of abuse - neither of power or authority, nor abuse of conscience, spiritual or sexual abuse. ... This culture will only be authentic if it is born of active vigilance, of transparent processes and sincere listening to those who have been hurt.” Pope Leo XIV, June 21, 2025. Bishop Barber, on behalf of himself and the Debtor, pledges and agrees to both continue the good work outlined in Article IV, below, and adopt the *Child Protection Protocols for the Roman Catholic Bishop of Oakland, California* attached hereto as Exhibit A. These Protocols are among the most expansive adopted or proposed by any diocese or religious organization in the United States. Among the highlights of the Protocols are:

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION

- The establishment of a new role within the Debtor, the Compliance Monitor, who will assume his or her position on the Effective Date and work with Bishop Barber to effectuate the Protocols. The initial term of the Compliance Monitor shall be 5 years.
- The reconstitution and enlargement of the Minor Diocesan Review Board, which shall include (i) a licensed social worker or a licensed psychologist with particular expertise in the treatment of the sexual abuse of Minors; (ii) a lay minister; (iii) an educator; (iv) a parent of a student attending any school operated by a Diocesan Entity; (v) a member of law enforcement; (vi) three Survivors, and (vii) a pastor currently serving in ministry in the Debtor.
- The creation of the Compliance Advisory Board, a consultative body to the Compliance Monitor comprised of 5 volunteers over whom Bishop Barber will have no authority. The Compliance Advisory Board shall be coterminous with the Compliance Monitor.
- Comprehensive measures regarding communication; safe environment training, background checks and prevention of potential abuse; reporting to appropriate authorities regarding allegations of abuse, whether substantiated or not; investigations into such allegations, and outreach and assistance for survivors.

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

ARTICLE II

GENERAL INFORMATION

The Fourth Amended Plan sets forth, among other things, the proposed treatment of Claims and other interests in accordance with the Bankruptcy Code. The following is a summary of the classification of all Claims under the Fourth Amended Plan. This summary is qualified in its entirety by reference to the Fourth Amended Plan:

Class	Class Description	Number of Claimants	Status
Class 1	RCC Secured Claim	1	Impaired
Class 2	Priority Unsecured Claims, other than non-classified claims set forth in Article III	36	Unimpaired
Class 3	General Unsecured Claims	71	Impaired
Class 4	Abuse Claims	~345	Impaired
Class 5	Unknown Abuse Claims	Unknown	Impaired
Class 6	Non-Abuse Litigation Claims	2	Impaired
Class 7A	Contribution and Indemnification Claims Related to Class 4 Claims	Unknown	No recovery

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION

Class 7B	Contribution and Indemnification Claims Related to Class 5 Claims	Unknown	No recovery
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The Fourth Amended Plan impairs the Secured Claim of RCC, the only creditor in Class 1, by altering the proposed treatment to *not* include: 1) the payment of default post-petition interest (the Debtor has been paying contract interest to RCC) and 2) the repayment of unpaid post-petition and pre-Effective Date principal amounts owed, if any, on the Effective Date. The Debtor will instead pay RCC’s unpaid principal over the 3.5-year life of the Plan. The Debtor does not intend to solicit RCC’s vote as an accepting impaired class for purposes of confirmation.

Otherwise, except with respect to the amount (increased) and timing (accelerated) of projected distributions by the Survivors’ Trust, the proposed treatment of Classes 4 and 5 in the Fourth Amended Plan has not changed from the Third Amended Plan.

The proposed treatment of all other Claims, including Claims not classified above, in the Fourth Amended Plan has not changed from the Third Amended Plan.

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

ARTICLE III

QUESTIONS AND ANSWERS ABOUT THE FOURTH AMENDED PLAN

A. When will the Fourth Amended Plan become effective?

“Confirmation” refers to the Bankruptcy Court’s approval of the Fourth Amended Plan, which is followed by the “Effective Date”—the date the Plan becomes effective. Certain conditions must be satisfied or waived before that can happen. The Debtor currently contemplates an Effective Date for the Fourth Amended Plan, if confirmed expeditiously, on or about July 1, 2026.

B. Does the Fourth Amended Plan contain releases and permanent injunctions in favor of the Debtor and the Churches?

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

C. Does the Fourth Amended Plan contain releases and permanent injunctions in favor of Third Parties?

No. The Fourth Amended Plan contemplates the RCWC Escrow construct that is designed to facilitate post-confirmation releases for that entity in return for compensation to Abuse Claimants that

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION

1 hold claims against RCWC in addition to the Debtor, but the Fourth Amended Plan no longer contains
2 any other releases or injunctions that relate to and affect the rights, Claims, and/or Causes of Action that
3 “Releasing Parties” may have against entities who are not the Debtor, the Reorganized Debtor, or the
4 Churches.

5 “Released Parties” as defined in the Fourth Amended Plan includes: (a) the Debtor, (b) the
6 Reorganized Debtor (i.e., the Debtor after the Effective Date of the Fourth Amended Plan), and (c) the
7 Churches (as discussed above, none of whom are separately incorporated from the Debtor and whose
8 releases under the Fourth Amended Plan shall be one and the same as, and not separate from or in addition
9 to, the releases of the Debtor and Reorganized Debtor). In order to effectuate this release of the foregoing,
10 “Released Parties” also includes each of their “current and former directors, managers, officers,
11 employees, predecessors, successors, assigns, managed accounts or funds, agents, advisory board
12 members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, and other
13 professionals.” The Fourth Amended Plan does not purport or attempt to release or grant permanent
14 injunctions to any other diocese, archdiocese, or religious organization. The Fourth Amended Plan also
15 expressly excludes from the release the perpetrators of abuse identified in Abuse Claims.

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

17 Only those Holders of Abuse Claims that: 1) the Abuse Claims Reviewer determines hold Claims
18 against RCWC, and 2) execute and return a written general release to RCWC, will be bound by the
19 contemplated post-confirmation releases in favor of RCWC.

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

21 Holders of Claims other than Class 4 or Class 5 Claims are not subject to contemplated post-
22 confirmation releases in favor of RCWC. Such Holders will not be releasing claims against any non-
23 debtors.

24 **F. Are there any Exculpation Provisions contained in the Fourth Amended Plan?**

25 Yes. The Fourth Amended Plan also contains provisions (the “Exculpation Clause,” as set forth
26 and defined in the Fourth Amended Plan in Article 13.6) exculpating or limiting the liability of certain
27 parties, including the Debtor, the Reorganized Debtor, the Committee, and numerous other parties (the
28 “Exculpated Parties,” as set forth and defined in the Fourth Amended Plan in Article 1.1.54). The
Exculpation Clause may affect the rights, Claims, and/or Causes of Action of Holders of Claims, including
Holders of Abuse Claims, in relation to the Exculpated Parties. The Exculpated Parties shall receive the
benefits of the Exculpation Clause to the extent permitted under applicable Ninth Circuit law, including
without limitation *Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020).

G. Does the Fourth Amended Plan contain Provisions Designed to Foster the Protection of Children from Sexual Abuse?

Yes. As set forth above, the Fourth Amended Plan’s Non-Monetary Commitment to Healing and
Reconciliation reinforce and continue the Debtor’s existing policies and procedures, as described herein,
for the protection of children and vulnerable adults.

1 **H. What is the Effect of the Fourth Amended Plan on the Debtor’s Ongoing Religious and**
2 **Charitable Endeavors?**

3 On and after the Effective Date, the Reorganized Debtor will continue its charitable, non-profit
4 operations and, except as otherwise provided by the Fourth Amended Plan, may use, acquire, or dispose
5 of property and compromise or settle any Non-Abuse Litigation Claims without supervision or approval
6 by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.
7 Additionally, upon the occurrence of the Effective Date, all actions contemplated by the Fourth Amended
8 Plan will be deemed authorized and approved.

9 **I. Is the Debtor Preserving Estate Causes of Action under the Fourth Amended Plan?**

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

17 **ARTICLE IV**

18 **THE DEBTOR’S MISSION TO EFFECT RECONCILIATION AND COMPENSATION**

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

22 More than a decade before the U.S. Conference of Catholic Bishops adopted in the Spring of 2002
23 the *Charter for the Protection of Children and Young People* (the “USCCB Charter”), the Debtor
24 established a “Sensitive Issues Committee” to assist the bishop in reviewing and handling allegations of
25 sexual abuse by persons acting in the name of the Roman Catholic Church. During that time, the Sensitive
26 Issues Committee assisted in the evaluation of the credibility of claims and made recommendations to the
27 bishop regarding assistance to Survivors, including monetary assistance, counseling and pastoral care.

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

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

**EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION**

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

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

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

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

23 Through the OVA, and the hotline established by the Debtor, counseling and spiritual direction
24 are offered to Survivors of clergy abuse and their families and the Debtor is committed to reporting,
25 investigating, and responding to such claims. The Debtor also pays for Survivors to receive psychological
26 counseling and related medical treatment, including medications where appropriate (“Survivors’
27 Assistance”).

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

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

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

Ultimately, the Debtor understands that in order to address the problem of clergy sexual abuse, it
must amplify the voice of Survivors and provide necessary resources to the public to understand when

**EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION**

1 and how to report incidents of abuse. The Debtor’s website (www.oakdiocese.org) has five main sections:
2 Debtor, Bishop, Ministries, Giving and Survivors. The Survivors section contains five pages full of
3 resources, information and links to policies and procedures to further the cause of identifying, addressing,
4 reporting and responding to clergy sexual abuse. The website contains, among other things:

- 5 a. Contact information for the VAC, Chancellor and the number/email for the dedicated
6 Survivor Advocacy Hotline;
- 7 b. Information regarding the Debtor’s Minor Diocesan Review Board and steps for reporting
8 abuse;
- 9 c. A parish infographic detailing the steps the Debtor will take to respond to and investigate
10 a claim of clergy sexual abuse;
- 11 d. Access to the Virtus registration and login in both English and Spanish, as well as retraining
12 instructions, so that safe environment training can be easily accomplished;
- 13 e. Policies related to *Background Screening and Training*, *Sexual Misconduct*, and *Minors*
14 *Volunteering or Working with Younger Children*;
- 15 f. Links to the *Code of Conduct Involving Interactions with Minors and Vulnerable Adults*
16 (in both Spanish and English), *Live Scan Requests* (for both employees and volunteers),
17 *Approved Safe Environment Curriculum for Children and Youth*, the forms for both schools
18 and churches regarding their *Safe Environment Reporting*, the *USCCB Charter for the*
19 *Protection of Children and Young People* and the *On Site Safe Environment Training*
20 *Schedule*; and
- 21 g. The “Credibly Accused List” of diocesan priests, religious order priests, deacons and
22 brothers (as well as some priests from other dioceses who had worked in the Debtor) who
23 have been credibly accused of the sexual abuse of minors.

24 The Debtor, through its programs, offices, coordinators and trainings, is committed to serving
25 those affected by historical clergy sexual abuse and to prevent future abuse from occurring. The Debtor is
26 bound by the USCCB Charter, a comprehensive set of procedures originally established by the United
27 States Conference of Catholic Bishops in June 2002, and modified in 2005, 2011, and most recently in
28 2018. The purpose of the USCCB Charter is to address allegations of sexual abuse of minors by Catholic
clergy. The USCCB Charter also includes guidelines for reconciliation, healing, accountability, and
prevention of future acts of abuse.

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

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

28 EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION

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ARTICLE V

THE PLAN PROCESS

A. The Debtor’s Original Plan and Disclosure Statement.

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

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

On December 18, 2024, the Bankruptcy Court conducted an initial hearing on the Approval Motion and related matters. The Debtor filed an amended Plan and Disclosure Statement on January 3, 2025, and the Bankruptcy Court held additional hearings on the amended Plan and Disclosure Statement on January 16, 21, and 30, 2025. Following the hearing on January 30, 2025, the Bankruptcy Court, at the Debtor’s request, set a further hearing for March 3, 2025, and directed the Debtor to file a further amended Plan and Disclosure Statement not later than February 18, 2025. The Debtor filed a further amended Plan and Disclosure Statement on February 18, 2025. The March 3, 2025 hearing was converted to a status conference, at which the Debtor informed the Bankruptcy Court it intended to file a Third Amended Plan and Disclosure Statement on March 17, 2025, which it did. [Docket No. 1830 and 1831, respectively]. The Debtor further revised the Third Amended Disclosure Statement on April 3, 2025 [Docket No. 1874].

On April 4, 2025, the Bankruptcy Court approved the Third Amended Disclosure Statement and permitted the Debtor to solicit acceptances on the Third Amended Plan [Docket No. 1877]. The deadline to vote on the Third Amended Plan was May 30, 2025. Ultimately, the majority of Class 4 Claimants voted against the Third Amended Plan, though the other classes voted in favor of it. *See Declaration of Andres A. Estrada with Respect to Solicitation and the Tabulation of Votes on the Debtor’s Third Amended Plan of Reorganization* [Docket No. 2040].

B. The Debtor’s Attempt to Confirm the Third Amended Plan

After solicitation of the Third Amended Plan, the Debtor and the Committee engaged in extensive and costly discovery regarding confirmation of the Third Amended Plan. The Debtor served discovery requests on the Committee and responded to the Committee’s 98 Requests for Production of Documents and 19 Interrogatories. Responding to the Committee’s discovery requests was a massive project for the Debtor and its professionals, especially in light of the accelerated time frame made necessary by the urgency of getting to Plan confirmation. The Debtor and its counsel collected approximately 430,000 emails, whittled down to approximately 130,000 by use of search terms. These were reviewed by a dedicated document review team of fourteen associates and two partners. The Debtor made four separate, significant document productions to the Committee:

1. On May 14, 2025, approximately 3,500 documents and 42,000 pages.
2. On May 23, 2025, approximately 5,500 documents and 40,000 pages.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION

1 3. On May 29, 2025, approximately 25,000 documents and 138,000 documents; and,

2 4. On June 1, 2025, approximately 9,000 documents and 53,000 pages.

3 In addition to the Debtor documents, Debtor's counsel processed and produced approximately
4 3,000 emails on behalf of VeraCruz in response to the Committee's subpoena directed to VeraCruz. As
5 part of the Debtor document production, Debtor's counsel also deployed a team of 12 attorneys to
6 determine whether any additional documents were located at any of the Churches.

7 In addition to the requests directed to the Debtor, the Committee also served 85 separate subpoenas
8 directed to individual priests serving as Pastors of Churches within the Diocese. To address this massive
9 overreach, the Debtor filed a motion to quash on April 25, 2025. [Docket No. 1924.] The Bankruptcy
10 Court granted that motion at a hearing on May 13, 2025. At the same time, the Committee moved for a
11 protective order regarding certain requests for production and interrogatories served by the Debtor seeking
12 the basis for the Committee's decision-making in opposing the Third Amended Plan [Docket No. 1922].
13 This motion was granted in part and denied in part at the May 13 hearing.

14 Between late May and mid-June 2025, the Committee conducted ten depositions of fact witnesses,
15 and the Debtor conducted its single deposition of the Committee's designated representative. The Debtor
16 also worked with five expert witness who provided expert reports in support of confirmation and reviewed
17 and analyzed the expert reports provided by the Committee's experts.

18 Due to the escalating costs of Plan-related discovery and its financial position, the Debtor filed its
19 *Motion to Continue Confirmation Hearing and to Reset Confirmation Schedule* [Docket No. 2147] (the
20 "Motion to Continue"). This motion was necessary due to the unexpected high costs of litigation regarding
21 the Third Amended Plan, to allow the Debtor sufficient time to sell certain real estate and other assets to
22 generate needed cash reserves for professional fees and effective date obligations. Following a hearing on
23 July 18, 2025, the Bankruptcy Court granted the Motion to Continue and set a status conference regarding
24 Plan confirmation for November 12, 2025. [Docket No. 2162].

16 C. The Debtor's Motion to Dismiss the Bankruptcy Case.

17 After the Debtor determined that the cost of pursuing a contested confirmation was too high, and
18 that the prospects of settlement with either the Insurers or the Committee was not possible in the short
19 term, and after extensive discussions with its professional advisors, the Debtor determined that remaining
20 in the Bankruptcy Case was not in its best interests. Therefore, on September 9, 2025, the Debtor filed its
21 Motion to Dismiss Chapter 11 Case [Docket No. 2293] (the "Motion to Dismiss Case"). The Committee
22 did not oppose dismissal of the case but argued that the dismissal should be with prejudice, meaning that
23 the Debtor would not be able to file a future bankruptcy case. [Docket No. 2329]. The Debtor responded
24 to the Committee's filing on October 20, 2025 [Docket No. 2413]. The Committee further responded on
25 October 27, 2025 [Docket No. 2423]. On October 29, 2025, the Bankruptcy Court held a hearing on the
26 Motion to Dismiss Case. The Bankruptcy Court granted the Motion to Dismiss Case without prejudice,
27 concluding that "it has not been presented with any evidence of bad faith by the Debtor which would cause
28 the Bankruptcy Court to dismiss the Chapter 11 Case with prejudice or with a bar to the Debtor filing
another bankruptcy case." [Docket No. 2467]. Ultimately, dismissal was to be effective as of November
26, 2025 unless the Debtor filed a settlement term sheet "signed by the Debtor and any party who is in
support of that term sheet."

29 After the Bankruptcy Court's ruling on the Motion to Dismiss Case, the Debtor, the Committee,
30 the Insurers, and the Mediators continued their efforts to negotiate a consensual resolution to the case. The
31 November 26, 2025 dismissal date was then extended several times at the request of either the parties or
32 the Mediators, and on December 11, 2025, the Debtor filed its first *Non-Binding Term Sheet* contemplating
33 what eventually became the Fourth Amended Plan. [Docket No. 2504]. The December 11 term sheet was

34 EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION

1 updated on December 17 with additional contributions from Settling Insurers, and the December 17 term
2 sheet [Docket No. 2521], as well as subsequent discussions with various parties, forms the basis of the
3 Fourth Amended Plan.

4 On January 16, 2026, the Mediators convened another mediation session in Los Angeles,
5 California involving the Debtor, the Committee, and the Insurers. That mediation did not yield a settlement
6 between the Debtor and the Committee, the Committee and the Insurers, or all three parties globally.

7 On January 20 and February 4, 2026, the Bankruptcy Court convened status conferences regarding
8 the Chapter 11 Case, the Motion to Dismiss Case, and the Plan process, generally. Prior to and during the
9 February 4 status conference, the Debtor announced its intention to move forward with a Fourth Amended
10 Plan rather than seek dismissal of the Chapter 11 Case at this time.

11 **ARTICLE VI**

12 **SUMMARY OF AMENDMENTS IN THE FOURTH AMENDED PLAN**

13 The Debtor submits that the Fourth Amended Plan is in the best interests of all creditors, including
14 Abuse Claimants. The below summary of significant amendments (or the lack thereof) embodied in the
15 Fourth Amended Plan, as compared to the Third Amended Plan, below is provided for the convenience
16 of all parties. The summary does not describe every element of the Fourth Amended Plan and is not
17 intended as a substitute for a thorough and complete review of the Fourth Amended Plan. This summary
18 is subject to, and is qualified in its entirety by reference to, the full text of the Fourth Amended Plan.

19 **A. The Survivors' Trust**

20 The primary changes with respect to the Survivors' Trust in the Fourth Amended Plan as compared
21 to the Third Amended Plan concern the amount (increased) and timing (accelerated) of contributions
22 thereto, as well as establishment of the RCWC Escrow.

23 In addition, the Fourth Amended Plan modifies the proposed treatment of Trust Claimants that
24 elect to pursue the Litigation Option. Whereas the Third Amended Plan provided that the Survivors' Trust
25 would reserve any amounts that may ultimately be distributed to Litigation Claimants (meaning such
26 claimants would not receive any distributions until after the resolution of their litigation), the Fourth
27 Amended Plan aligns distributions to Litigation Claimants with Distribution Claimants, such that
28 Litigation Claimants will receive distributions more expeditiously. The main difference between
Distribution Claimants and Litigation Claimants in the Fourth Amended Plan is that any distributions
made to Distribution Claimants are indefeasible and irrevocable once made, while distributions to
Litigation Claimants by the Survivors' Trust may be clawed back based on the outcome of their litigation.
For example, if a Litigation Claimant receives a distribution from the Survivors' Trust of \$500,000, but
the claimant's Abuse Claim is satisfied in full from insurance, the Survivors' Trust shall be entitled to
seek recovery from the claimant for the excess amount paid.

Additionally, the Fourth Amended Plan modifies the Immediate Payment Election such that the
election shall be made by Abuse Claimants post-confirmation, not through a balloting process. The
Survivors' Trustee shall provide a form for the Immediate Payment election that shall include conspicuous
language indicating that acceptance of the Immediate Payment and return of the election form constitutes
a release of the Debtor, Survivors' Trust, any Settling or Non-Settling Insurers, and RCWC (and the
RCWC Escrow) for any amount over and above the Immediate Payment (\$50,000).

The Fourth Amended Plan contains no further material changes to provisions relating to the
treatment of Abuse Claims and Unknown Abuse Claims.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION

1 **B. Settling Insurers**

2 As of the date hereof, certain insurers (described above) have entered into settlements with the
3 Debtor, and have agreed to pay \$44.3+ million to the Survivors' Trust on the Effective Date of the Fourth
4 Amended Plan. These Insurers are deemed to be Settling Insurers under the Fourth Amended Plan. Any
discussion of a Settling Insurer or Insurance Settlement Agreement herein refers to these Settling Insurers
and any additional Insurers who choose to enter into future Insurance Settlement Agreements.

5 If, before Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor
6 under which the Insurer would become a Settling Insurer under the Fourth Amended Plan upon entry of the
Confirmation Order, the Debtor shall file with the Fourth Amended Plan Supplement a notice setting forth any
7 additional provisions required by the proposed Settling Insurer, and agreed to by the Debtor, to be made a part
of the Fourth Amended Plan. Any such provisions set forth in the Fourth Amended Plan Supplement shall be
8 deemed incorporated into the Fourth Amended Plan. Any Insurer that becomes a Settling Insurer shall
receive the treatment as may be provided in any Insurer Settlement Agreement approved by a Final Order.

9 All other provisions of the Third Amended Plan with respect to (potential) Settling Insurers have
10 not been changed.

11 **C. Non-Settling Insurers**

12 The provisions in the Fourth Amended Plan relating to Non-Settling Insurers have not changed.

13 **D. Means for Implementation of the Fourth Amended Plan**

14 The provisions in Article XII of the Fourth Amended Plan setting forth the means of
implementation thereof have not materially changed.

15 **E. Disputed Claims and Claims Distributions**

16 *Parties Permitted to Object to Claims*

17 Unlike the Third Amended Plan, the Fourth Amended Plan provides that after the Effective Date
18 only the Survivors' Trustee, on behalf of the Survivors' Trust, may object to Claims to the extent permitted
under Section 502(a) of the Bankruptcy Code; provided, however, that nothing in the Fourth Amended
19 Plan compromises or otherwise affects any defense of the Debtor or a Non-Settling Insurer may raise or
assert in response to any Litigation Claimant. The Holder of any Claim to which an objection is made is
entitled to assert their defenses to such objection.

20 *Time Limits for Objections*

21 The Survivors' Trustee may File an objection to any Claim at any time through the closing of the
22 Chapter 11 Case.

23 Except with respect to the foregoing, all other provisions of the Fourth Amended Plan relating to
24 Disputed Claims and the treatment thereof, including distributions, have not changed from the Third
Amended Plan.

25 **F. Effective Date**

26 The provisions in Articles 10 and 13 of the Fourth Amended Plan setting forth the conditions for
27 and effect of the Effective Date of the Fourth Amended Plan have not materially changed from the Third

28 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

1 Amended Plan, except that the Fourth Amended Plan no longer provides for third-party releases as part
2 of the Plan (as reflected in Article 13.9 of the Third Amended Plan).

3 **G. Retention of Jurisdiction**

4 Article XV of the Fourth Amended Plan provides that the Bankruptcy Court will retain jurisdiction
5 over the Chapter 11 Case after the Effective Date for all purposes provided by the Bankruptcy Code,
including the specific purposes set forth in more detail therein. Generally speaking, these provisions in
6 have not changed from the Third Amended Plan.

7 **H. Tax Consequences of the Fourth Amended Plan**

8 The tax consequences of the Fourth Amended Plan arising from the provisions of the Internal
9 Revenue Code and the Treasury Regulations promulgated thereunder have not changed from the Third
10 Amended Plan.

11 **ARTICLE VII**

12 **ALTERNATIVES TO THE FOURTH AMENDED PLAN**

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

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

17 If the Fourth Amended Plan is not confirmed, the Debtor or another party in interest may propose
18 a different plan, which might involve an alternative means for reorganizing the Debtor. The Fourth
Amended Plan as proposed has the support of, among other entities, RCWC, the Settling Insurers, and the
19 Non-Settling Insurers. Accordingly, the Fourth Amended Plan provides the most favorable outcome for
Creditors. The negotiation and drafting required for additional plans would likely add substantially greater
administrative expenses with no guarantee of a better result for Creditors, including Abuse Claimants,
destroying value for little gain. For these reasons, an alternative plan of reorganization is not preferable to
the Fourth Amended Plan.

20 The Committee has indicated it intends to file a competing plan of reorganization on the premise
21 that having competing plans will drive the parties toward settlement. The Bankruptcy Court recently
ordered that the Committee must file a draft plan on or before March 6, 2026. The Debtor believes the
22 Committee's position is not credible. The Debtor and Committee, among other parties, have engaged in
dozens of mediation meetings over the last two years without success. Moreover, the Debtor will oppose
23 any attempt to impose an outcome on it that compromises the Debtor's ministry, exceeds any reasonable
bounds of settlement, or seeks retribution against the Debtor.

24 As a threshold matter, any Plan proposed by the Committee will very likely be unconfirmable as
25 a matter of law. A Committee plan will likely be premised on accelerating the proposed contribution
schedule from the Debtor and RCWC from 3.5 years to just 2 years, with most of the contributions to be
26 made on the Effective Date. The Committee knows full well this is impossible. As described above, the
Debtor's ability to meet its own 3.5-year schedule is premised on *future* sales of real estate, including the
27 Livermore Property. The Committee will also attempt propose hypothetical funding vehicles, including,
but not limited to, a forced loan from a third party, the Debtor's re-entry into the bond market, and the use

28 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

1 of restricted cash of both the Debtor and RCWC (including amounts from RCWC over and above its total
2 contribution) to pay Creditors.

3 Notwithstanding the fact that the Fourth Amended Plan, like all of the Debtor's Plans before it,
4 already contemplates borrowing \$55 million from RCC (the maximum amount RCC is willing to lend) on
5 terms favorable to the Debtor, a lender cannot be forced to lend nor can a borrower be forced to borrow.
6 In other words, a Committee plan premised on hypothetical involuntary lending by the Debtor from an as-
7 yet unspecified third party to facilitate faster payments is a house built on quicksand. After months of
8 analysis and considerable movement from the Original Plan to the Fourth Amended Plan, the Debtor has
9 determined—and will conclusively prove—that the payment schedule in the Fourth Amended Plan is as
10 fast as it can realistically make the contemplated contributions. This is because the necessary funds will
11 come from real estate sales *that have not yet happened*, including sale of the Livermore Property that
12 remains to be re-entitled and developed.

13 The other potential foundations for the Committee's Plan suffer similar defects. Forcing the Debtor
14 (and RCWC) to use restricted cash to accelerate contributions requires that the Committee emerge
15 completely victorious in its efforts to eliminate existing restrictions on donated funds. This is unlikely.
16 Moreover, the idea that the Debtor can merely take RCWC's funds (even if unrestricted at some point) as
17 it wishes runs counter to both Canon and civil law. The Debtor and RCWC are legally separate entities.
18 On July 25, 2025, the Bankruptcy Court entered an order dismissing with prejudice the Committee's
19 adversary proceeding seeking to substantively consolidate RCWC's assets with the Debtor's estate.
20 [(Adv. Proc. 24-04053), Dkt. No. 55.]

21 Finally, the Committee's suggestion that the Debtor can simply re-enter the bond market to raise
22 funds ignores a key fact that the Committee knows and relies on in other contexts: the Debtor procured its
23 prior bonds nearly 20 years ago as part of an obligated *group* of entities using the entire group's
24 creditworthiness to backstop it. Those same entities—including RCWC and RCC, both of which are
25 already contributing massively to the Fourth Amended Plan—will not voluntarily participate in the
26 Committee's hypothetical involuntary bond offering now, and the Bankruptcy Court cannot order them to
27 participate.

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

1 The Bankruptcy Court provisionally granted the Debtor's *prior* motion to dismiss the Chapter 11
2 Case, though that dismissal has not been given effect. [Dkt. No. 2467.] If the Fourth Amended Plan is not
3 confirmed, the Debtor will seek entry of an order dismissing the Chapter 11 Case as of that date. Dismissal
4 of the Chapter 11 Case would have the effect of reverting, or attempting to revert, all parties to the position
5 they were in immediately prior to the Petition Date. This will necessarily result in some Abuse
6 Claimants—including certain members of the Committee—having preferential placement by virtue of
7 having their claims heard first. By contrast, the Fourth Amended Plan sets up a mechanism for all Abuse
8 Claimants to receive substantial payment, if not payment in full, on their respective Claims. It is possible
9 individual members of the Committee prefer a value-destructive dismissal over a value-constructive
10 consensual settlement. In other words, a Committee opposed to the Fourth Amended Plan may not be one
11 representative of, or represented by, parties with the best interests of Abuse Claimants in mind.

12 Upon dismissal of the Chapter 11 Case, the protection of the Bankruptcy Code would be lost.
13 Expensive, protracted litigation between the Debtor, its Insurers, and individual Abuse Claimants would
14 immediately ensue. In addition to the expense and delay, the Debtor believes this path will lead to an
15 inequitable recovery for Abuse Claimants, with the first Abuse Claimants to obtain and enforce judgments
16 against the Debtor depleting the Debtor's assets and resulting in insufficient assets to satisfy later
17 judgments. Therefore, dismissal of the Debtor's Chapter 11 Case is not a preferable alternative to
18 confirming the Fourth Amended Plan.

29 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION 30 REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

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

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

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

8 As a result of limitations imposed by the First Amendment to the United States Constitution and
9 the Religious Freedom and Restoration Act, a chapter 11 trustee cannot be appointed to replace Bishop
10 Barber’s administration of the Debtor.

11 **ARTICLE VIII**

12 **CONFIRMATION OF THE FOURTH AMENDED PLAN**

13 **A. General Confirmation Requirements**

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

30 **B. Confirmation Hearing**

31 The Bankruptcy Code requires the Bankruptcy Court, after notice, to conduct a hearing regarding
32 whether the Debtor and the Fourth Amended Plan have fulfilled the confirmation requirements of section
33 1129 of the Bankruptcy Code. The Confirmation Hearing has been scheduled for **[DATE] at [TIME]**
34 **a.m. (prevailing Pacific Time)**, before the Honorable William J. Lafferty III, United States Bankruptcy
35 Judge, at the United States Bankruptcy Court for the Northern District of California, United States
36 Courthouse, 1300 Clay Street, Courtroom 220, Oakland, CA 94612. The Confirmation Hearing may be
37 adjourned from time to time by the Bankruptcy Court without further notice except for an announcement
38 in open court at the Confirmation Hearing of the date to which the Confirmation Hearing has been
39 adjourned.

40 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
41 REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION**

1 **C. Confirmation**

2 At the Confirmation Hearing, the Bankruptcy Court will confirm the Fourth Amended Plan only
3 if the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for
4 confirmation are that the Fourth Amended Plan (i) be accepted by the requisite holders of Claims or, if
5 not so accepted, that it be “fair and equitable” and “not discriminate unfairly” as to each non-accepting
6 Class of Claims, (ii) be in the “best interests” of each holder of a Claim that does not vote to accept the
7 Fourth Amended Plan in each Impaired Class under the Fourth Amended Plan, (iii) be feasible, and (iv)
8 comply with the applicable provisions of the Bankruptcy Code. No legal prerequisite exists for approval
9 of a certain class of claimants notwithstanding the provenance of their Claims.

10 **D. Cramdown**

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

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

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

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

38 Given that Class 4 previously voted against the Third Amended Plan at the strong urging of the
39 Committee, and the Debtor has, to date, been unable to reach a consensual resolution of all outstanding
40 issues with the Committee such that it is likely to alter its recommendation to Abuse Claimants, the Debtor
41 has determined not to proceed with re-solicitation of the Fourth Amended Plan. Rather, the Debtor
42 assumes that Class 4 would vote against the Fourth Amended Plan in a similar manner and will proceed
43 with confirmation of the Fourth Amended Plan via cramdown.

44 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
45 REGARDING DEBTOR’S FOURTH AMENDED PLAN OF REORGANIZATION**

1 **E. Best Interests Test**

2 To confirm a plan, the Bankruptcy Court must independently determine that the Fourth Amended
3 Plan is in the best interests of each holder of a claim in any impaired class who has not voted to accept the
4 Fourth Amended Plan. Accordingly, if an impaired class does not unanimously accept the Fourth
5 Amended Plan, the best interests test requires the Bankruptcy Court to find that the Fourth Amended Plan
6 provides to each member of such impaired class a recovery on account of the class member's claim that
7 has a value, as of the effective date of the Fourth Amended Plan, at least equal to the value of the
8 distribution that each such member would receive if the debtor were liquidated under chapter 7 of the
9 Bankruptcy Code on such date.

10 A chapter 7 liquidation of its remaining Assets would result in a diminution of the value realized
11 by holders of Claims. That belief is based upon, among other factors: (a) the reduced value of Debtor's
12 remaining Assets in a chapter 7 case; (b) the additional administrative expenses involved in the
13 appointment of a chapter 7 trustee, attorneys, accountants, and other chapter 7 professionals; (c) the
14 substantial time that would elapse before Creditors would receive any Distribution in respect of their
15 Claims, due to a chapter 7 trustee's need to become familiar with the Debtor's books and records and the
16 chapter 7 trustee's administration of the case; (d) the additional Claims that may be asserted against the
17 Debtor, and (e) the lack of contributions from other parties, notably RCWC, as well as exit and other
18 financing from RCC in a liquidation scenario.

19 **F. Feasibility**

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

25 In this case, the Debtor has previously prepared cash flow projections demonstrating that the
26 Debtor, together with the Contributing Non-Debtor Catholic Entities, will be able to fund the Contributing
27 Entities' Cash Contribution, that the Debtor and the Reorganized Debtor will be able to meet their other
28 respective obligations under the Fourth Amended Plan, and that the Reorganized Debtor will have
sufficient resources to support ongoing ministries and operations. The cash flow projections demonstrated
that the Debtor will be able to fund the Fourth Amended Plan on the Effective Date and that the
Reorganized Debtor will be able to make all payments required pursuant to the Fourth Amended Plan so
that no further financial restructuring will be necessary. Accordingly, the Fourth Amended Plan satisfies
the feasibility test. At or prior to confirmation of the Fourth Amended Plan, the Debtor shall produce
revised cash flow projections.

29 **G. Compliance with the Applicable Provisions of the Bankruptcy Code**

30 Section 1129(a)(1) of the Bankruptcy Code requires that the Fourth Amended Plan comply with
31 the applicable provisions of the Bankruptcy Code. The Debtor has considered each of these provisions in
32 the development of the Fourth Amended Plan, and the Fourth Amended Plan complies with all applicable
33 provisions of the Bankruptcy Code.

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38 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

1 **ARTICLE IX**

2 **CONCLUSION**

3 The Fourth Amended Plan is in the best interests of all Creditors. The Fourth Amended Plan as
4 structured allows Creditors to participate in Distributions in excess of those which would otherwise be
5 available were the Chapter 11 Case dismissed and provides an opportunity to maximize insurance
6 recoveries through settlements with the Settling Insurers and post-confirmation litigation of Assigned
7 Insurance Interests against Non-Settling Insurers.

8 DATED: February 20, 2026.

9 Respectfully submitted,

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11 /s/ Shane J. Moses

12 SHANE J. MOSES

13 *Counsel for the Debtor*
14 *and Debtor in Possession*

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28 **EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

Exhibit A to
Executive Summary, Frequently Asked Questions, and General Information
Regarding Debtor's Fourth Amended Plan of Reorganization

**CHILD PROTECTION PROTOCOLS FOR THE ROMAN
CATHOLIC BISHOP OF OAKLAND, CALIFORNIA**

TABLE OF CONTENTS

I.	GUIDING PRINCIPLES	2
II.	DEFINITIONS.....	5
III.	CHILD PROTECTION PROTOCOLS.....	9
1.	Responsible Individuals and Summary of Their Duties	9
2.	The Child Protection Policies	13
3.	Reporting Requirements	16
4.	Education	17
5.	Communications and Disclosures.....	19
6.	Prevention Requirements	22
7.	Response to an Accusation of Sexual Abuse and Re-Review of Prior Accusations of Sexual Abuse	25
8.	Outreach and Assistance for Survivors.....	30
9.	Record Keeping	31
10.	Compliance Auditing.....	32
11.	Arbitration of Disputes Concerning the Child Protection Protocols.....	33
IV.	A PROMISE TO HEAL	34

I.

GUIDING PRINCIPLES

In June 2002 the Charter for the Protection of Children and Young People was adopted by the United States Conference of Catholic Bishops to address allegations of sexual abuse of minors by Catholic clergy. The USCCB Charter includes guidelines for accompaniment, reconciliation, healing, accountability and prevention of future acts of childhood sexual abuse. Through the USCCB Charter, United States Catholic bishops (i) held themselves accountable for the hurt and pain caused by the abuse of children, (ii) sought to establish and implement policies and procedures to protect minors from abuse and (iii) tried to atone for their failure to believe and honor survivors by publicly offering statements of sorrow and responsibility for allowing such horror to happen.

Since the adoption of the USCCB Charter, reports of previously unpublicized sexual abuse continue to be uncovered and receive media coverage. The wide-ranging ramifications of physical, sexual and emotional abuse of children that occurred within the Catholic Church are still being uncovered to this day: Post Traumatic Stress Disorder and/or anxiety, depression and thoughts of suicide, sexual anxiety and related disorders and alcohol abuse, drug abuse, self-mutilation, or bingeing and purging, are all too common. Even still, many believe the Catholic Church has resisted transparency, further harming survivors by depriving them of an apology, of closure and most importantly, mere recognition of what was wrought upon them.

Compounding the problem is survivors' belief that the brutality and pervasive sexual abuse inflicted upon children is only discussed in sanitized terms, which fails to honor the reality of trauma now since grown children, and their families, live with every day. Making matters even worse, many reports of childhood sexual abuse did not lead to criminal prosecutions: many of the accused have died, or statutes of limitations have expired.

These Protocols build on and reinforce the USCCB Charter to address allegations of sexual abuse of minors by Catholic clergy. As revised in 2018, the USCCB Charter contains four primary pledges:

- (i) We pledge most solemnly to one another and to you, God's people, that we will work to our utmost for the protection of children and youth.
- (ii) We pledge that we will devote to this goal the resources and personnel necessary to accomplish it.
- (iii) We pledge that we will do our best to ordain to the diaconate and priesthood and put into positions of trust only those who share this commitment to protecting children and youth.
- (iv) We pledge that we will work toward healing and reconciliation for those sexually abused by clerics.

These Protocols are designed to effectuate and honor these pledges within the Diocese of Oakland. To that end, the Protocols aim to achieve four main objectives: (i) foster support,

promote healing and reconciliation, and empower survivors in our community; (ii) educate the Church community, including clergy, church staff, and volunteers, on the prevalence and impact of sexual abuse; (iii) establish accountability measures to ensure offenders take ownership of their actions; and iv) protect the faithful, including the most vulnerable—children—through the establishment and preservation of a safe environment for all. While we cannot change the sinful and heinous acts of the past, through rigorous adherence to these Protocols from all individuals and entities within the jurisdiction of the Diocese of Oakland, we can try to make certain the tragedies of the past are not repeated. The Diocese of Oakland expects nothing less from all individuals and entities within its jurisdiction.

All children have the right to be safe and protected from harm in all environments, particularly religious institutions, without exception. The Bishop, on behalf of the Diocese of Oakland, is committed to the protection of children and vulnerable adults, the public acknowledgement of sinful actions that have occurred in its past and the pursuit of healing and hope. The Bishop will do everything in his power to create and enforce a safe environment in support of the healing ministry.

The Bishop shares the conviction of His Holiness Pope Leo XIV, expressed on June 21, 2025, that “It is urgent to root in the whole church a culture of prevention that does not tolerate any form of abuse - neither of power or authority, nor abuse of conscience, spiritual or sexual abuse. ... This culture will only be authentic if it is born of active vigilance, of transparent processes and sincere listening to those who have been hurt.” Pope Leo XIV, June 21, 2025. As such the Bishop, on behalf of himself and the Diocesan Entities now pledges and agrees:

1. To strictly abide by the USCCB Charter and these Child Protection Protocols at all times and under all circumstances, by undertaking a comprehensive practice of screening clergy and Diocesan Personnel whose scope of duties includes Direct Contact with Minors, among other efforts.
2. To recognize forthrightly the tragedy of sexual abuse of minors in society and specifically, in the Catholic Church.
3. To maintain focus on the healing, reconciliation, and spiritual well-being of persons who were sexually abused as minors. The Bishop pledges to reach out to survivors of abuse to offer whatever pastoral and professional care he can, and to address their spiritual and emotional needs. The Bishop also pledges to assist these survivors of sexual abuse in locating resources and providers to address their emotional and mental health needs that arise from the tragic experience of sexual abuse.
4. To help accusers know their respective rights under the law.
5. To immediately notify appropriate civil authorities, even when not required by civil law, of every report of suspected abuse within the Diocesan Entities.
6. To receive every accusation of suspected abuse within the Diocesan Entities with compassion and to treat every accusation with seriousness and diligent attention.
7. To make the Child Protection Policies (defined below) regarding the sexual abuse

of minors known and available in openness and transparency and to strictly follow these policies, practices and procedures in each case.

8. To educate the Church community in matters related to the sexual abuse of minors, especially its identification, prevention, and reporting.

9. To ensure that all clergy and Diocesan Personnel have undergone fulsome background checks and evaluations, including adequate screening and evaluative techniques regarding the fitness of candidates for ordination.

10. To make known to all clergy and Diocesan Personnel the provisions of these Child Protection Protocols and the Child Protection Policies implementing them, along with a “Code of Conduct” to guide interactions with minors, and to take all steps to ensure compliance with these Child Protection Protocols and the Child Protection Policies.

II.

DEFINITIONS

The terms below have the meaning stated:

“**Accusation**” means a report of suspected Sexual Abuse of a Minor received from any source involving a Cleric or Diocesan Personnel affiliated in any way with any Diocesan Entity. Under these Child Protection Protocols, a self-report will be treated as an Accusation and will initiate all applicable provisions of these protocols.

“**Accused**” means a person against whom an Accusation has been made. Using this term does not suggest a judgment of guilt or innocence.

“**Accuser**” means a person making a report or Accusation. Using this term does not suggest a judgment on the veracity or falsehood of the Accusation.

“**Arbitrator**” means [_____], who shall arbitrate the disputes identified herein that may arise concerning these Child Protection Protocols and the Child Protection Procedures. Any subsequent Arbitrator shall be agreed to by the Bishop and the Compliance Monitor.

“**Bishop**” means the sitting Bishop of the Diocese at all relevant points in time.

“**Chapter 11 Case**” means the chapter 11 case filed on May 8, 2023 by the Diocese in the United States Bankruptcy Court for the Northern District of California and assigned Case No. 23-40523.

“**Child Protection Policies**” means the policies implementing these Child Protection Protocols, which shall govern the Diocesan Entities. The following policies shall be modified to comply with these Child Protection Protocols and collectively, along with any other policies adopted to implement these Child Protection Protocols, be called the “Child Protection Policies”: any policies adopted related to the use of Virtus; policies related to *Background Screening and Training, Sexual Misconduct, and Minors Volunteering or Working with Younger Children; Code of Conduct Involving Interactions with Minors and Vulnerable Adults, Live Scan Requests, Approved Safe Environment Curriculum for Children and Youth*, the forms for both schools and churches regarding their *Safe Environment Reporting* and the *On Site Safe Environment Training Schedule*.

“**Clergy**” or “**Cleric**” means a bishop, priest or deacon in the Catholic Church, whether incardinated in a diocese or a member of an institute of consecrated life.

“**Code of Conduct**” means the *Code of Conduct Involving Interactions with Minors and Vulnerable Adults* required by the USCCB Charter or any future guidelines promulgated by the Bishop governing the conduct for Clergy and Diocesan Personnel.

“**Committee**” means the Official Committee of Unsecured Creditors appointed to

represent the interests of all unsecured creditors, including Survivors, in the Chapter 11 Case.

“**Communications Coordinator**” means the person designated by the Bishop who will be charged with developing, maintaining, and implementing the communications protocols set forth in section 5 of these Child Protection Protocols.

“**Compliance Advisory Board**” means the volunteer board, to be established within 30 days of the Effective Date of the Plan of Reorganization, which will consist of 5 members, all of whom shall be first selected by the Committee. The Compliance Advisory Board shall establish bylaws which will, among other things, set forth how the Compliance Advisory Board will function, including how subsequent members will be appointed and how it will operate. The Bishop will have no authority over the Compliance Advisory Board.

“**Compliance Monitor**” means the person to be chosen by the Committee, in consultation with the Bishop, whose identity will be disclosed prior to confirmation of the Plan of Reorganization, and who will have the duties and powers set forth herein. The Compliance Monitor will assume the position on the Effective Date of the Plan of Reorganization. Any successor to the initially appointed “Compliance Monitor” shall be chosen by the Compliance Advisory Board, in consultation with the Bishop.

“**Criminal Record**” means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, release or conviction, including, but not limited to, any sentence arising from a verdict or plea of guilty or nolo contendere, including a sentence of incarceration, a suspended sentence, a sentence of probation, or a sentence of conditional discharge.

“**Diocesan Affiliated Entities**” means any parishes, churches, missions, schools, institutions, corporations, and agencies that are affiliated with or related to the Diocese or otherwise operate under the control or permission of the Bishop or the Diocese, including, but not limited to, Adventus, Catholic Charities of the Diocese of Oakland, Catholic Church Support Services, Catholic Foundation for the Diocese of Oakland, Christ the Light Cathedral Corporation, Furrer Properties, Inc., The Catholic Cathedral Corporation of the East Bay, The Lumen Christi Academies of the Roman Catholic Bishop of Oakland, The Oakland Parochial Fund, The Oakland Society for the Propagation of the Faith, The Roman Catholic Cemeteries of the Diocese of Oakland and The Roman Catholic Welfare Corporation of Oakland.

“**Diocesan Entities**” means the Diocese and the Diocesan Affiliated Entities.

“**Diocesan Personnel**” means all Employees and Volunteers (other than Clergy) in the service of the Diocesan Entities expected to have Direct Contact with Minors, including, but not limited to, (i) Religious Brothers, (ii) Seminarians, (iii) permanent deacons, (iv) candidates for the diaconate, (v) Religious Sisters, (vi) consecrated individuals, (vii) individuals who are involved in any assignment or apostolate, full or part-time, employed or volunteer, in any ministries within the Diocesan Entities, (viii) candidates for Holy Orders and (ix) school and church personnel.

“**Diocesan Territory**” means the counties of Alameda and Contra Costa in the State of

California.

“**Diocese**” means The Roman Catholic Bishop of Oakland, a corporation sole.

“**Direct Contact with Minors**” means the care, supervision, interaction, guidance or control of Minors, or any access to Minors.

“**Effective Date**” has the meaning ascribed to it in the Plan of Reorganization.

“**Employee**” means persons on the payroll (full or part time) of any of the Diocesan Entities, including any individual working for a Diocesan Entity who might normally receive compensation for their services and any agents of the Diocesan Entities.

“**Employer**” means the Diocesan Entity that immediately employs or oversees the work or ministry of an Employee or Volunteer. The relationship pertains only during the time in which a person is directly acting within the scope of their employment or volunteer service.

“**Essential Norms**” means the *Essential Norms for Diocesan/ Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests or Deacons* ([available here](#)) or any future guidelines issued by the USCCB that provide norms ensuring that each diocese/eparchy in the United States has procedures in place to respond promptly to all allegations of Sexual Abuse of a Minor by Clergy.

“**Independent Professional Investigator(s)**” means an investigative firm retained by the Compliance Monitor, on behalf of a Diocesan Entity, to investigate claims of Sexual Abuse of a Minor. The firm must have personnel with experience in investigating claims of Sexual Abuse of a Minor. At least one member of the firm must be either a former prosecutor or have meaningful experience working in a nationally recognized agency responsible for enforcing laws, maintaining public order, and managing public safety.

“**Mandated Reporting**” means a report of reasonable suspicion of child abuse, including sexual misconduct, that an individual must make under the current laws of the United States of America and the State of California, as they may be amended from time to time.

“**Minor Diocesan Review Board**” means the consultative body appointed by the Bishop to advise him in complying with the USCCB Charter. The Minor Diocesan Review Board shall advise the Bishop in strictly complying with the USCCB Charter, the Essential Norms, the Child Protection Protocols and the Child Protection Policies.

“**Minor**” means a person under the age of 18. For ease of reference, these Child Protection Protocols and the Child Protection Policies shall include in the definition of “Minor” any individual who would be considered legally incompetent under the laws of the State of California.

“**Perpetrator**” means anyone who has been determined to have engaged in any form of Sexual Abuse of a Minor as set forth these Child Protection Protocols.

“**Plan of Reorganization**” means the confirmed chapter 11 plan of reorganization in the Chapter 11 Case (as it may be amended, supplemented, or otherwise modified).

“Religious Brothers” means a Catholic man who, as part of a religious order, commits himself to following Christ in consecrated life of the Catholic Church, usually by the vows of poverty, chastity, and obedience. He works in a ministry appropriate to his capabilities and is accountable to the community through the superior.

“Religious Sisters” means a Catholic woman who has taken simple vows of poverty, chastity and obedience, lives a common life and is engaged in ministering to the needs of society as part of a religious community. She is accountable to the community through the superior.

“Responsible Supervisor” means the Employer, superior or highest-ranking supervisor of Clergy and Diocesan Personnel.

“Safe Environment Badge” means the personal identification badge issued by the Safe Environment Director to persons, including Clerics and Diocesan Personnel, who have passed the background certification, clearances and completed the safe environment training to be provided for in the Child Protection Policies. All Clerics and Diocesan Personnel must have a Safe Environment Badge before working for or serving the Diocesan Entities. All persons must carry the Safe Environment Badge on their persons whenever Minors are present, including, but not limited to, during mass or other religious services.

“Safe Environment Director” means the person to be appointed by the Bishop, with the approval of the Compliance Monitor, within 30 days of the Effective Date of the Plan of Reorganization, to develop, coordinate, and implement the Safe Environment Program strictly in accordance with these Child Protection Protocols. The Safe Environment Director must have a degree in social work, education, child development, or a related field. Any subsequent Safe Environment Director shall be named by the Bishop with the approval of the Compliance Monitor.

“Safe Environment Program” means the educational programs and training to be required by the Bishop as set forth in these Child Protection Protocols and the USCCB Charter and as to be described further in the Child Protection Policies. Before its implementation, the Safe Environment Program shall be subject to the review, and approval, of the Compliance Monitor.

“Seminarians” means men accepted by a diocese, including any of the Diocesan Entities (or an institute of consecrated life) as seminary students who seek ordination to the priesthood, individuals who are accepted by a diocese, including any of the Diocesan Entities, or men in formation toward Holy Orders.

“Sexual Abuse of a Minor” means any sexual offense committed against a Minor, as defined by the laws of the penal code of the State of California or the United States of America, as they may be amended or modified.

“Substantiated Claim” means an Accusation for which either (i) the Accused has pled guilty or been found guilty of Sexual Abuse of a Minor in a court of law, or (ii) sufficient evidence exists to establish reasonable grounds for an objective person to believe that the alleged conduct is more likely to have occurred than to not have occurred.

“Support Counselor” means a professional counselor who works with the Survivor.

“Survivor Support Coordinator” means a person, formerly referred to by the Diocesan Entities as the “Victim Assistance Coordinator,” to be named by the Bishop with the approval of the Compliance Monitor within 30 days of the Effective Date of the Plan of Reorganization, responsible for all aspects of the outreach and assistance to Survivors and their immediate family members. The Survivor Support Coordinator shall be a licensed (i) social worker, (ii) psychologist or (iii) psychiatrist and shall not be a prior Employee or Volunteer at any of the Diocesan Entities. Any subsequent Survivor Support Coordinator shall be named by the Bishop with the approval of the Compliance Monitor.

“Survivor” means a person who is, or is alleged to be or have been, the injured party or direct subject of Sexual Abuse of a Minor.

“Trust Administrator” has the definition given to it in the Plan of Reorganization.

“USCCB Charter” means the most recent and revised *Charter for the Protection of Children and Young People* issued by the USCCB.

“USCCB” means the United States Conference of Catholic Bishops.

“Volunteer” means any volunteer for the Diocesan Entities, or agent of such volunteer, who has Direct Contact with Minors.

III.

CHILD PROTECTION PROTOCOLS

1. **Responsible Individuals and Summary of Their Duties**

1.1 **The Bishop.** The Bishop shall be (i) responsible for the implementation, operation and assessed effectiveness of these Child Protection Protocols and (ii) knowledgeable about the content of these Child Protection Protocols by, among other things, completing specialized training related to trauma and secondary trauma and recognition and reporting of Sexual Abuse of a Minor.

1.1.1 The Bishop will ensure the Diocesan Entities actively employ a consistent, ongoing and comprehensive approach to creating a safe environment for young people by, among other things, making certain these Child Protection Protocols are implemented through the Child Protection Policies.

1.1.2 The Bishop shall meet with the Compliance Monitor no less than quarterly and as otherwise requested by the Compliance Monitor, to assess and evaluate the effectiveness of these Child Protection Protocols and the Child Protection Policies. Before such meeting(s), the Compliance Monitor shall meet with the: (i) Compliance Advisory Board to review the Child Protection Policies so that it may make recommendations to the Compliance Monitor to ensure that the Bishop is taking all actions necessary to comply with these Child Protection Protocols and the Child Protection Policies and (ii) Minor Diocesan Review Board to review the Child Protection Policies so that it may make recommendations to the Bishop to ensure that the Bishop is taking all

actions necessary to comply with these Child Protection Protocols and the Child Protection Policies.

1.2 **Minor Diocesan Review Board.** The Minor Diocesan Review Board shall serve as a consultative and confidential body to the Bishop to advise the Bishop in his implementation and operation of these Child Protection Protocols and the Child Protection Policies. As set forth in the USCCB Charter, the Minor Diocesan Review Board is regularly to review the Child Protection Policies and procedures for dealing with Sexual Abuse of a Minor implemented by the Diocesan Entities.

1.2.1 Within 30 days of the Effective Date, the Bishop shall reconstitute the current Minor Diocesan Review Board by appointing nine members to five-year concurrent terms. The Minor Diocesan Review Board shall act in full conformity with these Child Protection Protocols, the USCCB Charter, the Essential Norms, the Safe Environment Program, and all other applicable provisions of canon and civil law.

1.2.1.1 The Minor Diocesan Review Board shall consist of nine lay persons not in the employ of the Diocesan Entities plus an experienced and respected pastor of the Diocese. The Minor Diocesan Review Board shall at all times include: (i) a licensed social worker or a licensed psychologist with particular expertise in the treatment of the sexual abuse of Minors; (ii) a lay minister; (iii) an educator; (iv) a parent of a student attending any school operated by a Diocesan Entity; (v) a member of law enforcement; (vi) three Survivors, and (vii) a pastor currently serving in ministry in the Diocese. At least one members of the Minor Diocesan Review Board shall be a non-Catholic.

1.2.1.2 Within 30 days of the date the Plan of Reorganization is confirmed by the Bankruptcy Court, the Committee shall list seven Survivors for consideration by the Bishop for membership on the Minor Diocesan Review Board. The Bishop shall select three of the proposed Survivors to be appointed to the nine-member Minor Diocesan Review Board.

1.2.1.3 At such future time as the Minor Diocesan Review Board seeks to appoint a Survivor to the Minor Diocesan Review Board to assure three Survivors are a member thereof, the Compliance Monitor shall provide the Bishop with a list of no less than three but no more than five Survivors, and the Bishop shall select from the list of the proposed Survivors to be appointed to the Minor Diocesan Review Board, *provided, however*, that if the Compliance Monitor does not provide such list to the Bishop within 30 days of the date of the Bishop's written request, the Bishop shall select such Survivor in his sole discretion. In assembling the list of Survivors for consideration, the Compliance Monitor shall first consult with the Compliance Advisory Board.

1.2.1.4 After the Compliance Monitor's term ends, the Bishop shall be permitted to appointment a Survivor(s) to replace any Survivor(s) who will no longer sit on the Minor Diocesan Review Board.

1.2.2 The Minor Diocesan Review Board shall meet and agree on the protocols and procedures it will adopt to make decisions, including the appointment of a chairperson, and post those protocols and procedures on the Diocesan Entities' websites.

1.2.3 The Minor Diocesan Review Board shall be knowledgeable about the Child Protection Protocols and the Child Protection Policies.

1.2.4 The Minor Diocesan Review Board shall complete bi-annual specialized training related to trauma and secondary trauma and recognition and reporting of Sexual Abuse of a Minor and the proper function and role of the Minor Diocesan Review Board.

1.3 **Safe Environment Director.** The Safe Environment Director shall develop, coordinate, and implement the Safe Environment Program through the Child Protection Policies strictly in accordance with these Child Protection Protocols. The Safe Environment Director shall:

1.3.1 Report directly to the Bishop, and in connection with developing, coordinating, and implementing the Safe Environment Program, shall be responsible for developing, implementing, and revising the Child Protection Policies to comport with these Child Protection Protocols and any other procedures needed for preventing, responding to, and ensuring the reporting of child sexual abuse.

1.3.2 Oversee the development, publication and modification of standards of ministerial conduct for all persons engaged in any ministry within the Diocesan Entities, including the Code of Conduct, which is published separately from these Child Protection Protocols and a copy of which shall be given to all Clergy and Diocesan Personnel, as well as to the Minor Diocesan Review Board (cf. USCCB Charter, art. 6).

1.3.3 Maintain complete and accurate databases to allow the Compliance Monitor to ensure all Diocesan Entities comply with the Child Protection Policies.

1.3.4 Remain up-to-date on laws and best practices in the area of child abuse prevention.

1.3.5 Oversee the “Prevention Requirements” set forth in Section 8 of these Child Protection Protocols, as they are adopted in the Child Protection Policies, and any other screening and training requirements set forth in USCCB Charter, the Essential Norms and the Safe Environment Program.

1.4 **Communications Coordinator.** The Communications Coordinator shall develop, maintain and implement the section on communications in these Child Protection Protocols.

1.5 **Survivor Support Coordinator.** The Survivor Support Coordinator shall oversee all aspects of the outreach and assistance to Survivors.

1.6 **Compliance Monitor.** The Compliance Monitor shall ensure the compliance of the Diocesan Entities with these Child Protection Protocols, as they are adopted in the Child Protection Policies, the USCCB Charter, and Essential Norms by, among other things: (i) making certain the Diocesan Entities properly and adequately implement these Child Protection Protocols through the Child Protection Policies; (ii) managing the processes for handling Accusations of Sexual Abuse by Clergy and Diocesan Personnel, including, but not limited to, determining whether an Accusation is a Substantiated Claim under Section 7.1.4 of these Child Protection Protocols (subject to the Arbitration Procedures set forth in Section 11.1 of these Child Protection

Protocols) and (iii) auditing the Diocesan Entities to make certain they are strictly abiding by the Child Protection Policies, the USCCB Charter and Essential Norms.

1.6.1 The Child Protection Policies shall set forth detailed procedures for terminating or replacing the Compliance Monitor “for cause,” which decision shall be vested with the Bishop but subject to appeal by the Compliance Advisory Board. If a decision regarding the termination or replacement of the Compliance Monitor “for cause” is appealed by the Compliance Advisory Board, the issue shall be an Arbitration Matter which shall be resolved using the Arbitration Procedures in Section 11.1 of these Child Protection Protocols. If the Arbitration Procedures are used to resolve a dispute arising under this Section, the term “Compliance Advisory Board” shall be substituted for “Compliance Monitor” in Section 11.1.

1.6.2 The Compliance Monitor shall be a paid position. The Compliance Monitor shall be entitled to compensation by the Diocese that would ordinarily be paid for like services by like enterprises under like circumstances. The Child Protection Policies shall set forth detailed procedures for remunerating the Compliance Monitor and for agreeing upon an adequate and reasonable budget for future services which will be provided. If the Bishop and the Compliance Monitor cannot agree on the amount to be paid to the Compliance Monitor, or budgeted for future services, the issue shall be an Arbitration Matter which shall be resolved using the Arbitration Procedures in Section 11.1 of these Child Protection Protocols.

1.6.3 Within 30 days of the fifth anniversary of the appointment of the Compliance Monitor, the Compliance Monitor shall submit a written report to the Bishop, the Minor Diocesan Review Board and the Compliance Advisory Board setting forth, among other things, the Compliance Monitor’s conclusions on the effectiveness of the Child Protection Policies, any areas of non-compliance and the risks associated with same and whether the continued retention of a compliance monitor by the Bishop is needed and, if so, for how long (the **“Compliance Monitor’s Status Report”**).

1.6.3.1 If the Compliance Monitor concludes that a compliance monitor is no longer needed in order to maintain the safety of Minors in the care of the Diocesan Entities, and the Bishop agrees, the Compliance Monitor shall be discharged from his or her duties with no replacement necessary.

1.6.3.2 If the Compliance Monitor concludes that a compliance monitor is needed in order to maintain the safety of Minors in the care of the Diocesan Entities, and the Bishop disagrees on whether a compliance monitor is still needed or the term during which a compliance monitor shall continue to serve, the issue shall be an Arbitration Matter which shall be resolved using the Arbitration Procedures in Section 11.1 of these Child Protection Protocols.

1.6.3.3 If the Arbitrator determines that a Compliance Monitor remains necessary following any appeal by the Bishop pursuant to section 1.6.3.2, the Compliance Monitor’s initial term shall be extended an additional 3 years. At the end of that 3-year period, the Compliance Monitor shall submit another Compliance Monitor’s Status Report pursuant to section 1.6.3.

1.6.4 Upon the termination and discharge of the Compliance Monitor: 1) all individuals reporting directly to the Compliance Monitor pursuant to these Child Protection Protocols shall thereafter report directly to the Bishop, or his designee, and 2) all powers, duties, and responsibilities of the Compliance Monitor shall revert to the Bishop, or his designee.

1.7 **Compliance Advisory Board.** The Compliance Advisory Board shall serve as a consultative body to the Compliance Monitor to advise the Compliance Monitor in its monitoring of the implementation and operation of these Child Protection Protocols and the Child Protection Policies. The term of the Compliance Advisory Board shall be coterminous with that of the Compliance Monitor such that upon the termination and discharge of the Compliance Monitor, the Compliance Advisory Board will cease to exist.

1.8 **The Arbitrator.** The Arbitrator shall resolve any disputes arising in connection with these Child Protection Protocols and the Child Protection Policies that are defined herein as Arbitration Matters.

1.8.1 The Child Protection Policies shall set forth detailed procedures for replacing or terminating the Arbitrator, all of which decisions shall be vested jointly with the Bishop and the Compliance Monitor..

1.8.2 The Arbitrator shall be a paid position. The Arbitrator shall be entitled to compensation by the Diocese that would ordinarily be paid to arbitrators requested to resolve similar disputes.

1.8.3 The term of the Arbitrator shall be coterminous with that of the Compliance Monitor such that upon the termination and discharge of the Compliance Monitor, the position of Arbitrator will cease to exist.

2. The Child Protection Policies

2.1 The Bishop, through the Safe Environment Director, and in consultation with the Minor Diocesan Review Board, shall create, or revise, a comprehensive set of documents setting forth in detail the policies and procedures implementing these Child Protection Protocols. This comprehensive set of documents shall first be approved by the Compliance Monitor before being finalized and implemented.

2.2 The Bishop shall institute a reasonable timeline for implementing, and complying with, these Child Protection Protocols, with time being of the essence.

2.3 The Child Protection Policies shall:

2.3.1 Be written and formatted so they are easy to read and understand and readily available on the Diocese's website at www.oakdiocese.org or a separate website linked therefrom that is established specifically for the purpose of hosting the Child Protection Policies and related information. Included on each Diocesan Entities website's homepage, if any, shall be links to: (i) information about how to report suspected Sexual Abuse of a Minor by a Cleric or any Diocesan Personnel, and (ii) the Diocese's website or any separate website linked therefrom as set forth in this section 2.3.1.

2.3.2 Require publication, no less than four times per year, in *The Catholic Voice*, and/or any other similar Diocesan Entities' publication, including any parish bulletins and school newsletters, of a statement by the Bishop urging Survivors to report Sexual Abuse of a Minor and seek assistance and support.

2.3.3 Set forth, in detail, the procedures for screening, selecting, and supervising of Clergy and Diocesan Personnel with respect to Direct Contact with Minors.

2.3.4 Direct the Safe Environment Director to draft and implement the Safe Education Program, which shall include courses required to be taken by all Clergy and Diocesan Personnel regarding, among other things, what is considered "appropriate" versus "inappropriate" physical or non-physical contact.

2.3.5 State that a report to the Diocesan Entities does not relieve an individual from reporting known or suspected abuse as may be required under the laws of the United States of America or the State of California.

2.3.6 Require the Diocesan Entities to provide law enforcement with the residential address of each Cleric incardinated in any Diocesan Entity subject to an Accusation and/ or a Substantiated Claim of Sexual Abuse of a Minor.

2.3.7 Include guidelines for the lawful and acceptable use of technology, including regulations regarding communications with Minors through social media and cellular phones.

2.3.8 Grant the Diocesan Entities and the Compliance Monitor the ability to inspect, review, audit, intercept, or access all matters on systems of the Diocesan Entities related to an Accusation, including, but not limited to, Clergy and Diocesan Personnel email, voicemail, and computer systems at any time, with or without notice, to the extent permitted under applicable federal and state law, and not inconsistent with applicable principles of common law, with all appropriate steps taken in connection with retention or transmission of known or suspected child pornography.

2.3.9 Set forth procedures by which the Safe Environment Director shall make certain Safe Environment Badges are carried on the persons of Clergy and Diocesan Personnel in compliance with these Child Protection Protocols and the Child Protection Policies and the remedial action which may be taken for failure to do so.

2.3.10 Prohibit Clergy and Diocesan Personnel from being alone (out of sight of at least one other adult) with any unrelated Minor while serving in the Diocesan Entities, including, but not limited to, prohibiting (i) Clergy and Diocesan Personnel from traveling alone or taking overnight trips alone with any unrelated Minor; (ii) Clergy and Diocesan Personnel from sleeping in the same private space (e.g., room, tent, bed, etc.) with any unrelated Minor; and (iii) Minors from having access to Diocesan rectories; *provided, however*, the foregoing shall be subject to common sense exceptions, such as emergency situations, interactions with Minors that are incidental and not extended, interactions with family members, and Diocesan Personnel transporting the children of friends and neighbors subject to the approval of a parent or guardian; *provided, further however*, that nothing in these Child Protection Protocols or the Child Protection Policies shall prevent Minors from

receiving the sacrament of confession in confidence and privacy, *provided, further however*, that the Diocesan Entities shall take precautions to ensure that Minors participating in confession are protected by using premises suitable for the age and stage of development of Minors, notwithstanding the confidential nature of confession. Such precautions include having an adult with a Safe Environment Badge present in an area outside of earshot but next to the confessional and, where existing or future improvements to facilities so permit, conducting confession in a manner that allows others to visually observe the confession participants.

2.3.11 Include a whistleblower policy under which the Diocesan Entities shall not discharge from employment any Clergy or Diocesan Personnel, or discriminate against any Clergy or Diocesan Personnel, with respect to compensation, hire, tenure, terms, conditions or privileges of employment, because that person reported suspected Sexual Abuse of a Minor to authorities, provided such Clergy or Diocesan Personnel was acting in good faith in making the report.

2.3.12 Require the delivery of a Code of Conduct to Clergy and Diocesan Personnel. Clergy and Diocesan Personnel must acknowledge receipt of the Code of Conduct, their understanding of the Code of Conduct, and their agreement to comply with the Code of Conduct by executing a Code of Conduct acknowledgment form (the “**Code of Conduct Acknowledgment Form**”). The Code of Conduct Acknowledgment Form shall refer to the reporting requirements required by these Child Protection Protocols as adopted under the Child Protection Policies. The Code of Conduct Acknowledgment Form may be completed electronically.

2.3.12.1 The Safe Environment Director and his or her staff shall collect, and the Compliance Monitor shall maintain, the Code of Conduct Acknowledgment Forms. Such files may be kept electronically. The Safe Environment Director shall collect, and the Compliance Monitor maintain, the Code of Conduct Acknowledgment Form within 30 days of each of these events: (1) assignment of a Cleric to a continuing ministry in the Diocesan Territory; (2) the commencement of any employment or continuing volunteer service; and (3) a Seminarian’s commencement of study.

2.3.12.2 The Compliance Monitor shall request, no less than annually, that each Diocesan Entity furnish the Compliance Monitor with records demonstrating compliance with this requirement. If a Diocesan Entity fails to provide such records as requested, the Compliance Monitor shall, within a reasonable amount of time, notify the Bishop and any officers, directors, or board of trustees of said Diocesan Entity in writing of such failure, and the Bishop shall direct the Diocesan Entity to comply with this Section.

2.3.13 Require the Diocesan Entities to maintain complete copies of all insurance policies under which they are identified as an insured party for claims of Sexual Abuse of a Minor and undertake all reasonable efforts to maintain related correspondence and other memorializing and evidencing documentation relating to the existence and terms of such policies. The documents required to be maintained pursuant to this section may be kept electronically.

2.3.14 Direct that each Diocesan Entity where Direct Contact with Minors regularly occurs designate a safe environment coordinator to assist the Safe Environment Director in overseeing the screening, selecting, and supervising of Diocesan Personnel. The Safe

Environment Director shall provide training to such coordinators upon their assumption of those responsibilities and then no less than annually. For the avoidance of doubt, if a Diocesan Entity does not employ any Diocesan Personnel or does not engage in activities where Direct Contact with Minors occurs on a regular basis, such Diocesan Entity need not designate a safe environment coordinator.

2.3.14.1 Each Diocesan Entity shall confirm, in writing, to the Compliance Monitor that a safe environment coordinator has been designated in each Diocesan Entity. If a Diocesan Entity fails to confirm the designation of a safe environment coordinator, the Compliance Monitor shall notify the Bishop, any officers, directors or board of trustees of said Diocesan Entity in writing that a safe environment coordinator has not been designated and the Bishop shall take the appropriate remedial steps.

2.3.15 Require the Annual Compliance Audit (defined below) to ensure compliance with these Child Protection Protocols, the Child Protection Policies, the USCCB Charter, Essential Norms, and any other applicable policies and procedures published by the Bishop to protect Minors (upon approval of the Compliance Monitor).

2.3.16 Set forth the repercussions of any intentional or negligent failure to implement the necessary background certification and clearances and/or education practices and programs mandated by these Child Protection Protocols, the Child Protection Policies, the USCCB Charter or the Essential Norms.

3. Reporting Requirements

3.1 **Immediate Reporting to Law Enforcement.** Any Clergy or Diocesan Personnel who reasonably suspects, observes, or receives a report of, Sexual Abuse of a Minor, or any Diocesan Entity that receives a report of Sexual Abuse of a Minor, shall, without delay or alteration, *first*, report such abuse to law enforcement and the California Emergency Response Child Abuse Reporting Telephone at (510) 259-1800 in Alameda County and at (877) 881-1116 in Contra Costa County or, for vulnerable adults, Adult Protective Services at (833) 401-0832 and *second*, report such abuse to the Compliance Monitor, who shall then immediately confirm that such abuse has been reported to law enforcement and document the report and the other actions taken. Immediately thereafter the Compliance Monitor shall provide such report to the Bishop, and if the abuse occurred at a Diocesan Entity, shall, in consultation with the Bishop, determine when to provide such report to any officers, directors or board of trustees of said Diocesan Entity. The Child Protection Policies shall not prohibit the Compliance Monitor from reporting any Accusation to any other appropriate law enforcement or governmental agency after the above reporting obligations are adhered to.

3.1.1 When a Diocesan Entity receives an Accusation and the Compliance Monitor makes a report to law enforcement, the Diocesan Entities shall not interfere in any way with law enforcement.

3.1.2 Any Clergy or Diocesan Personnel who provides a report contemplated by this Section to the Compliance Monitor shall document, in writing, among other things, (i) their

production of a report to the Compliance Monitor and (ii) information detailing the nature of the report.

3.1.3 After a Diocesan Entity receives a report of child sexual abuse and the Compliance Monitor makes a report to law enforcement, the Diocesan Entities shall not conduct an internal investigation of such incident until law enforcement concludes its investigation, closes its file without an investigation, or authorizes the Diocesan Entities to proceed with their own internal investigation.

3.1.4 If a Diocesan Entity learns of any effort(s) to hide or delay discovery of one or more incidents of Sexual Abuse of a Minor, or to hinder discovery of any related fact(s), the Diocesan Entity shall provide a detailed report of such efforts or activity to law enforcement and the Compliance Monitor, who shall then notify the Bishop.

3.1.5 If an Accusation is made against a bishop, whether serving currently or previously in the Diocese, the Compliance Monitor shall also report the matter to the Vicar General, who shall refer the matter immediately to the Apostolic Nuncio in Washington, D.C. utilizing the Catholic Bishop Abuse Reporting Service (CBAR), and then follow the directions of the Nuncio (cf. Vos Estis Lux Mundi).

3.1.6 If an Accusation is made against any Cleric, Seminarian or consecrated individual who is incardinated in, or in formation for, another diocese, in addition to the reporting requirements set forth in this Section, the Bishop, together with the Compliance Monitor, shall contact the proper bishop of the Accused without delay to forward the Accusation.

3.2 **Sexual Abuse of a Minor by another Minor.** If an Accusation is received alleging that one Minor abused another Minor, the Compliance Monitor shall determine whether such an Accusation is subject to Mandated Reporting. If it is, or if there is any uncertainty about determination, the Accusation shall be forwarded without delay to the appropriate civil authority.

3.2.1 The Child Protection Policies shall ensure that the person reporting suspicion of Sexual Abuse of a Minor is provided with: (1) an adequate explanation of the Diocesan Entities' overall process and procedures for dealing with allegations of Sexual Abuse of a Minor, including its policy on reporting to civil authorities; (2) advice that the Diocesan Entities shall endeavor to conduct, when permitted herein, its investigation with appropriate discretion and, as much as possible, protect the privacy and reputations of both the person reporting and the person about whom the report was made, and (3) a timely response to inquiries and, as necessary, periodic update(s) as to the status or resolution of the report.

4. **Education**

4.1 **Safe Environment Director.** The Safe Environment Director's responsibilities shall include, among other things, implementation, through the Child Protection Policies, and oversight of the educational programs required by these Child Protection Protocols, including:

4.1.1 Making certain each of the Diocesan Entities where Direct Contact with Minors regularly occurs maintain and implement all programs and efforts necessary to prevent

Sexual Abuse of a Minor and to train all Clergy and Diocesan Personnel to identify signs of Sexual Abuse of a Minor. For the avoidance of doubt, Direct Contact with Minors regularly occurs at the following Diocesan Entities: All parishes, churches, missions and schools that are affiliated with or related to the Diocese or otherwise operate under the control or permission of the Bishop or the Diocese and The Catholic Cathedral Corporation of the East Bay, The Lumen Christi Academies of the Roman Catholic Bishop of Oakland, and The Roman Catholic Welfare Corporation of Oakland.

4.1.2 Developing and implementing procedures by which each such Diocesan Entity will report annually on its educational programs. This report is to be forwarded to the Bishop, the Minor Diocesan Review Board, and the Compliance Monitor, who may share such report with the Compliance Advisory Board.

4.1.3 Ensuring that each such Diocesan Entity teaching religious education has adopted a program of instruction regarding the recognition, prevention and reporting of Sexual Abuse of a Minor, and promoting healthy relationships between adults and minors.

4.2 **Educational Programs.** All Clergy who may have Direct Contact with Minors and Diocesan Personnel shall complete educational programs on the topics set forth in Section 4.2.2, which shall be designed for both children and adults.

4.2.1 Educational programs must include topics such as education in healthy relationships between adults and Minors; maintaining appropriate professional boundaries; human sexuality and the prevention of Sexual Abuse of a Minor; recognition and reporting of the Sexual Abuse of a Minor; trauma and secondary trauma, and recognition of sexual abuse perpetrator behavior. The educational programs designed for children shall also instruct children that they are not responsible for keeping themselves safe.

4.2.2 All Clergy are to be educated in all relevant criminal and civil laws pertaining to Sexual Abuse of a Minor and in the requirements under these Child Protection Protocols and the Child Protection Policies and USCCB Charter regarding reporting of Sexual Abuse of a Minor. All mandated reporters, as defined in applicable statutes, as well as individuals who may not be mandatory reporters under applicable law but who are required to report abuse under these Child Protection Protocols and the Child Protection Policies, including Clerics and Church Personal, shall receive specific training regarding reporting obligations every two years and within 30 days of their retention if newly hired. The foregoing educational requirements must be completed by all international Clerics prior to them having any Direct Contact with Minors.

4.2.3 The Safe Environment Director shall ensure that materials regarding these Child Protection Protocols and the Child Protection Policies are produced, regularly updated, and made available to all Diocesan Entities.

4.2.4 Minors engaged in volunteer work are not required to obtain clearance certifications.

5. Communications and Disclosures

5.1 **Communications Coordinator.** In accord with the USCCB Charter, the Bishop shall designate a Communications Coordinator. Any person offering statements or commentary to the media other than the Bishop or the Communications Coordinator must be understood as offering only personal viewpoints and opinions, not necessarily reflecting the position of the Diocesan Entities in any official manner.

5.2 The Communications Coordinator shall work with the Safe Environment Director in developing and maintaining the section on communications to be set forth in the Child Protection Policies. The Diocesan Related Entities' communications policy will reflect a commitment to openness in a manner which respects the right to privacy and the reputation of all persons involved in Accusations, including the Accuser or Survivor as well as the Accused.

5.3 The Diocesan Entities shall be open and transparent and forthcoming in communicating with the public about the Sexual Abuse of a Minor within the confines of respect for the privacy and the reputation of the individuals involved; *provided, however*, the Diocesan Entities shall not disclose the identity, or information that may allow the identification, of the individual who makes an Accusation to any person or entity other than law enforcement without written permission from the individual that made the Accusation.

5.4 **Sharing Information.** The primary means of communicating to the Catholic community within the Diocese Territory and the larger public is through the diocesan website, *The Catholic Voice*, parish bulletins and school newsletters. As appropriate and as determined by the Communications Coordinator, in consultation with the Safe Environment Director, other means of communication, including the secular media, will be used to make known the Child Protection Policies.

5.5 The Communications Coordinator is to recommend to the Safe Environment Director specific policies for keeping the persons below or groups of persons properly informed as needed:

- (i) The secular media, regarding a specific Accusation or determination of whether such Accusation is a Substantiated Claim.
- (ii) The secular or religious media, regarding policies, procedures, and statistics.
- (iii) The Clergy of the Diocesan Entities.
- (iv) The Diocesan Personnel of the Diocesan Entities.
- (v) The people of the Diocesan Entities.
- (vi) The public of California.

5.6 **Disclosure and Confidentiality.** The Communications Coordinator shall ensure that annual announcements on how to report the suspected Sexual Abuse of a Minor by a Cleric

or any Diocesan Personnel will be made in all Diocesan Entities (by announcement or printed in bulletins) (cf. USCCB Charter, art. 2).

5.7 Through the annual announcements, Clergy will encourage all Survivors of sexual abuse to report any Accusations to legal authorities and/ or the Diocesan Entities. While the Diocesan Entities' primary focus is the healing and well-being of Survivors, these public announcements should assure Survivors of the eagerness of the Diocesan Entities to assist them and encourage them to come forward to prevent ongoing or future abuse.

5.7.1 Except to the extent law enforcement officials or a government agency having prosecutorial powers request that the Bishop refrain from publicly disclosing the existence of an Accusation so as to avoid interfering with an ongoing investigation, the Bishop shall make a public announcement of the fact that an Accusation has been made, and that it has been reported to law enforcement for investigation. The announcement shall not disclose the identity of the Accuser unless the Accuser explicitly authorizes such disclosure in accordance with Section 5.3 hereof. The announcement shall not disclose the identity of the Accused if, in the discretion of the Bishop, with the consent of the Compliance Monitor, it would be imprudent to do so to protect the Accused's privacy and reputation before an investigation is concluded. The determination of whether to identify the Accused prior to the conclusion of an investigation shall be an Arbitration Matter subject to the Arbitration Procedures set forth in Section 11.1 of these Child Protection Protocols. The Bishop shall provide a final public update as soon as a determination regarding substantiation of the Accusation is made by law enforcement and/or pursuant to Section 7.1.4 hereof. The Diocese will provide this update on its website.

5.8 If the existence of an Accusation related to a particular parish or school is publicly made to the community of that school or parish at large, the Safe Environment Director, together with the Survivor Support Coordinator, shall ensure that mental health professionals will be available on-site at such parish or school to offer support, including crisis counseling, to any who desire it, and to offer additional Survivors the opportunity to report incidents of Sexual Abuse of a Minor.

5.9 Any disclosure hereunder shall be made with the expectation of confidentiality and privacy, under possible penalty in canon or civil law. If an Accusation becomes public by any means, the Safe Environment Director shall direct the Communications Coordinator to inform the appropriate personnel at the Accused's current assignment or employment that an inquiry is being conducted. Media questions are to be directed to the Communications Coordinator.

5.10 If any Diocesan Entity is contacted by a prospective employer of any current or former Cleric or Diocesan Personnel, the Diocesan Entity shall disclose all Substantiated Claims of Sexual Abuse of a Minor involving members of its Clergy or Diocesan Personnel, or former members of its Clergy or Diocesan Personnel, except to the extent such disclosure is prohibited by, or otherwise inconsistent with, applicable federal or state or common law.

5.11 Within 120 days after the later of (i) the date on which all claims are settled or otherwise resolved with all the insurers to the Diocesan Entities (the "**Litigation Cessation Date**") and (ii) the Effective Date, or (iii) as otherwise agreed between the Bishop and the Compliance Monitor, the Bishop will make available to the Compliance Monitor copies of the documents

maintained by the Diocesan Entities (a) on all Clergy and Diocesan Personnel, who were included as credible perpetrators of sexual abuse in the letter by Bishop Barber dated February 18, 2019 (<https://www.oakdiocese.org/credibly-accused-clergy-diocese-of-oakland>) because allegations of Sexual Abuse of a Minor have been admitted, substantiated or determined or considered to be credible (the “**Credibly Accused List**”) and (b) setting forth all policies and procedures that the Diocesan Entities had in place to protect children and others from Sexual Abuse of a Minor by any agent or representative of the Diocesan Entities. The Bishop may redact and/or remove from such production any privileged information, including attorney-client privileged, work product privileged information, unrelated personal information and communications, and medical information to the extent such information is unrelated to Sexual Abuse of a Minor and any other information subject to privileges under California state or federal law (the “**Removed Documents or Information**”).

5.12 The Bishop will identify for the Compliance Monitor the Removed Documents or Information in a detailed log that identifies with sufficient particularity the nature of the Removed Documents or Information. The Compliance Monitor and the Bishop agree to work cooperatively and in good faith to resolve any dispute regarding whether the Removed Documents or Information should not be provided to the Compliance Monitor. If an agreement cannot be reached between the Bishop and the Compliance Monitor on any dispute regarding any Removed Documents or Information, such dispute shall be an Arbitration Matter subject to the Arbitration Procedures set forth in Section 11.1 of these Child Protection Protocols. Specifically, the Compliance Monitor will have a reasonable period of time to notify the Bishop, in writing, if the Compliance Monitor believes that any of the Removed Documents or Information should be provided or made public. The Bishop will have a reasonable time after receipt of the Compliance Monitor’s written notification under the preceding sentence to notify the Compliance Monitor, in writing, of its objection to providing or making public any Removed Documents or Information. The Bishop shall not be required to provide or make public the Removed Documents and Information until the Arbitrator has determined that good cause exists for the Bishop to do so pursuant to Section 11.1 of these Child Protection Protocols. Nothing contained herein shall relate to or require the production of any files related to non-Diocesan Clergy, employees, or personnel.

5.13 Within one hundred 120 days after the later of (i) the Litigation Cessation Date; (ii) the Effective Date; and/or (iii) as otherwise agreed between the Bishop and the Compliance Monitor, the Bishop will make available to the Compliance Monitor all documents maintained by the Diocesan Entities related to any claim asserted by an individual against any Diocesan Entity not included on the Credibly Accused List that was asserted prior to the Effective Date (the “**Disputed Documents**”). The Compliance Monitor and the Bishop agree to work cooperatively and in good faith to resolve any dispute regarding the Disputed Documents. If an agreement cannot be reached between the Bishop and the Compliance Monitor on any dispute regarding any Removed Documents or Information, such dispute shall be an Arbitration Matter subject to the Arbitration Procedures set forth in Section 11.1 of these Child Protection Protocols. Specifically, the Compliance Monitor will have a reasonable period of time to notify the Bishop after receipt of the Disputed Documents, in writing, if the Compliance Monitor believes that any of the Disputed Documents should be made public. The Bishop will have a reasonable time after receipt of the Compliance Monitor’s written notification under the preceding sentence to notify the Compliance Monitor, in writing, of its objection to public release of any Disputed Documents. The Compliance Monitor will not publicly release any of the Disputed Documents unless the Bishop affirmatively

permits the public release in writing or the Arbitrator has determined that good cause exists for the Compliance Monitor to do so pursuant to Section 11.1 of these Child Protection Protocols. Nothing contained herein shall relate to or require the production of any files related to non-Diocesan Clergy, employees, or personnel.

5.14 Within 90 days of the Effective Date, and notwithstanding anything to the contrary contained within these Child Protection Protocols, the Diocesan Entities shall disclose on each of the Diocesan Entities' websites the names of all Perpetrators that are the subject of a Substantiated Claim to the extent they have not already done so; *provided, however*, the Diocesan Entities shall not disclose any information to the extent doing so is prohibited by, or otherwise inconsistent with, applicable federal, state, or common law.

5.15 **Inquiries from Third Parties.**

5.15.1 Any inquiries from the media concerning Accusations of Sexual Abuse of a Minor by a Cleric or Diocesan Personnel who are in any way affiliated with the Diocesan Related Entities are to be forwarded to the Communications Coordinator. The Child Protection Policies shall provide for the provision of accurate and up-to-date information concerning the number of Accusations received within a given time, the inquiries conducted, and the number of Substantiated Claims. This includes information about the current employment or ministerial status of Clergy or any Diocesan Personnel. The Diocesan Entities will not ordinarily offer commentary regarding an open inquiry or any matter in litigation before secular or ecclesiastical courts.

5.15.2 When an Accusation involves Clergy from another diocese, institute or society of consecrated life, or an employee or volunteer of either, the Communications Coordinator will be kept informed of the Accusation and the progress of the inquiry, but normally all questions about the matter are referred to the person's proper diocese or institute of consecrated life.

6. **Prevention Requirements**

6.1 The Child Protection Policies shall specify (1) the necessary background checks, screenings, certifications and clearances needed to be employed by, or volunteer within, the Diocesan Entities, (2) who must obtain and/ or receive background checks, screenings, certifications and clearances and who may view them and (3) any required specialized child protection education or training. All of the foregoing determinations shall be made in consultation with, and after the consent of, the Compliance Monitor.

6.2 An Employer or other person responsible for employment decisions that fails to require an applicant to submit the required certification and clearances before the applicant's hiring shall be subject to discipline, including possible termination, as will be set forth in detail in the Child Protection Policies.

6.3 The Child Protection Policies shall provide for the following clearances and screenings needed to be employed by, or volunteer within, the Diocesan Related Entities.

6.3.1 Clearances.

6.3.1.1 All current Clergy and Diocesan Personnel of the Diocesan Entities shall undergo a criminal background check from a reputable third-party provider within 30 days of the effectiveness of the Children Protection Policies as well as at least every 36 months thereafter.

6.3.1.2 All prospective Clergy and Diocesan Personnel of the Diocesan Entities are (i) required to undergo a criminal background check from a reputable third party provider before serving in any capacity with, or being employed or retained by, or being transferred to, the Diocesan Entities, as well as at least every 36 months thereafter and (ii) in the case of Clergy and Diocesan Personnel, required to obtain a letter from their own bishop or superior attesting to the good standing.

6.3.1.3 All prospective international Clerics of the Diocesan Entities (i) must obtain an Interpol clearance before their employment or retention by any Diocesan Entities and (ii) shall undergo a criminal background check from a reputable third-party provider within 180 days of their employment or retention by any Diocesan Entities as well as at least every 36 months thereafter. The Diocesan Entities shall also obtain a Letter of Suitability from the international Cleric's proper bishop or religious superior before their employment or retention by any Diocesan Entities.

6.3.1.4 Employees and Volunteers who have obtained the necessary background certification and clearances for their employment or volunteer work in one agency or institution, may carry the same certification and clearances for volunteer work in another agency or institution without having to obtain new certification and clearances if those clearances remain current. Nevertheless, certification and clearances obtained for volunteer purposes cannot be used for employment purposes.

6.3.2 Employee or Volunteer Clearance Results.

6.3.2.1 If a background check reveals that a prospective Employee or Volunteer is a Perpetrator who has engaged in any form of Sexual Abuse of a Minor, no Diocesan Entity may employ the prospective Employee or receive services from the Volunteer.

6.3.2.2 If a background check reveals that a prospective Employee or Volunteer has a Criminal Record, other than being adjudged a Perpetrator, no Diocesan Entity may employ the prospective Employee or receive services from a Volunteer unless the Compliance Monitor approves of such action.

6.3.2.3 The Diocesan Entities shall not recommend or otherwise place any layperson, and shall direct Clergy not to recommend or otherwise place any layperson, into any position or role that provides such layperson with Direct Contact with Minors if such layperson has an unresolved Accusation of Sexual Abuse of a Minor pending against them.

6.3.3 Clergy Screening Requirements. Clergy, Seminarians and consecrated individuals shall be screened by the Compliance Monitor before admission to the seminary or a formation program.

6.3.3.1 Clergy, Seminarians, and consecrated individuals must undergo a psychological assessment, including mandatory psychological evaluations of new members of the Clergy (seminarians, clergy transfers etc.) through the administration of the Child Abuse Protection Inventory (CAPI) and the Minnesota Multiphasic Personality Inventory (MMPI - latest edition) by a clinician independent of any association with the Diocesan Related Entities, as part of the screening process in a manner designated by the Compliance Monitor. At the discretion of those responsible for their formation, the psychological assessment may be repeated before ordination.

6.3.3.2 Clergy from other dioceses seeking to incardinate into any Diocesan Entity or requesting the faculties of any Diocesan Entity shall also first be screened by the Compliance Monitor prior to receiving any ministerial assignment or faculties in any Diocesan Entity, following consultation with, and documentation from, the Cleric's proper bishop. The Compliance Monitor shall require a letter from the Cleric's own bishop attesting to the good standing of the Cleric. This letter, which must state that the Cleric has never been the subject of a Substantiated Claim of Sexual Abuse of a Minor, is necessary before the Cleric is given an assignment within any Diocesan Entity or is granted the faculties of any Diocesan Entity. If the Cleric served previously in the United States, background certification and clearances (criminal record checks) will also be conducted in the State of his last U.S. assignment prior to his grant of faculties in any Diocesan Entity.

6.3.3.3 Priests, deacons, brothers, or students from institutes of consecrated life assigned to any Diocesan Entity are to be screened by documentation from their major superiors, obtained by the Compliance Monitor before any assignment to ministry in any Diocesan Entities. The Compliance Monitor will require a letter from the Cleric's major superior attesting to the good standing of the Cleric. This letter, which must state that the Cleric has never been the subject of a Substantiated Claim of Sexual Abuse of a Minor, is necessary before the Cleric is given an assignment within any Diocesan Entities or is granted the faculties of any Diocesan Entities. All background certification and clearances specified in the Child Protection Policies will also be required.

6.3.4 Disclosure. If a Cleric seeks assignment, transfer, or residence outside the Diocesan Territory, the Bishop will provide to the receiving diocese, religious community, or organization, a complete copy of his Clergy file and any other files materially related to the Cleric. Notwithstanding the foregoing, the Bishop shall not disclose such information to the extent doing so would violate, or be inconsistent with, applicable federal, state, or common law.

6.3.5 The Bishop shall disclose any Accusation or Substantiated Claim of Sexual Abuse of a Minor to any diocese, Catholic entity, or secular employer that inquiries about such an Accusation of Sexual Abuse of a Minor with respect to any past or present Cleric or Diocesan Personnel. The Bishop shall also disclose the status or resolution of that Accusation as reflected in his records. Notwithstanding the foregoing, the Bishop shall not disclose such information to the extent doing so would violate, or be inconsistent with, applicable federal, state, or common law.

6.3.6 Prohibited Recommendations. The Child Protection Policies shall prohibit a Cleric or Diocesan Personnel from recommending any Cleric or Diocesan Personnel for a position

that engages in Direct Contact with Minors to the extent such individual is the subject of a Substantiated Claim or has an Accusation of Sexual Abuse of a Minor pending against him or her.

7. Response to an Accusation of Sexual Abuse and Re-Review of Prior Accusations of Sexual Abuse

7.1 **Steps to be Taken After Accusation of Sexual Abuse is Received.** The steps set forth in Section 3 of these Child Protection Protocols shall be strictly followed whenever any Diocesan Entity receives a report of Sexual Abuse of a Minor.

7.1.1 Each Diocesan Entity shall restrict the Accused's access to Minors until the later of (i) the civil legal authorities conclude that the Accusation is not a Substantiated Claim and (ii) the Accusation is determined not to be a Substantiated Claim pursuant to Section 7.1.4 hereof.

7.1.2 The Compliance Monitor shall conduct an internal investigation of an Accusation at such time as law enforcement concludes its investigation, closes its file without an investigation, or authorizes the Diocesan Entity to proceed with its own internal investigation.

7.1.3 If an Accusation is made against any Cleric, Seminarian or consecrated individual who is incardinated in, or in formation for, another diocese, the Compliance Monitor shall conduct an internal investigation of an Accusation as set forth in this Section 7.

7.1.4 After the proper civil authorities have been consulted and give approval, the Compliance Monitor shall retain Independent Professional Investigators of his or her choosing to investigate the Accusation. The Independent Professional Investigators shall collect all available evidence (including files of the Diocesan Entities) and, consistent with best practices for evaluating Accusations of Sexual Abuse of a Minor, shall interview such persons as they deem necessary, reasonable, and appropriate to investigate the matter, including, if available, the Accuser, witnesses, and the Accused. Any Accuser or Survivor shall be advised of the right to have counsel or any other person the Accuser or the Survivor wishes present for such interview, including, but not limited to, a professional counselor. The Accused will be informed, before any interview, that civil authorities have been informed of the Accusation and will be encouraged to obtain legal counsel. The Accused shall be given, in writing, a list of rights enjoyed by both the Accused and the Accuser. Upon completion of their investigation, the Independent Professional Investigators shall present a written summary of their findings to the Compliance Monitor and the Bishop. The Compliance Monitor and the Bishop shall then jointly determine whether any Accusation made is a Substantiated Claim. If the Compliance Monitor and the Bishop cannot agree on whether an Accusation constitutes a Substantiated Claim, the issue shall be resolved using the Arbitration Procedures set forth in Section 11.1 of these Child Protection Protocols.

7.1.5 Any person Accused of the Sexual Abuse of a Minor shall be placed on enforced leave from their assignment, office, or employment as soon as reasonably practicable upon notice to the Accused by the Compliance Monitor. This administrative or enforced leave incurs no interruption of salary and accrual of benefits. The faculty to impose temporary administrative or enforced leave in such circumstances and, in cases involving Clerics, to demand withdrawal from a particular rectory or place of residence, is expressly granted by the Bishop as particular law under these Child Protection Protocols to the Compliance Monitor. This action is

not penal in nature and is intended only to facilitate the free and unhindered investigation of a serious Accusation of a crime (cf. Essential Norms, n. 9). If a person is placed on leave, such leave shall extend through the earlier of (i) the date the Bishop and the Compliance Monitor agree that the Accusation is not a Substantiated Claim or (ii) the date the Arbitrator determines that the Accusation is not a Substantiated Claim.

7.1.6 The Bishop shall not recommend or otherwise place any member of the Clergy into active ministry if such individual has an unresolved Accusation of Sexual Abuse of a Minor pending against them.

7.2 **Outcomes of the Investigation Process.**

7.2.1 When Sexual Abuse of a Minor is Not Substantiated. If an Accusation of Sexual Abuse of a Minor against a Cleric has been conclusively determined to not be a Substantiated Claim, the Bishop, after consultation with, and approval of, the Compliance Monitor, shall make inquiry into, and determination of, the given Cleric's fitness for ministry.

7.2.2 When Sexual Abuse of a Minor is Substantiated. When the Sexual Abuse of a Minor is deemed to be a Substantiated Claim, the Accused shall be removed from all active ministry, if applicable, and the Accused's employment, volunteer status, and Safe Environment Badge will be revoked as further set forth below:

- (a) Employee. A Substantiated Claim of Sexual Abuse of a Minor made against an Employee shall result in permanent dismissal of the Accused from all employment by any Employer. The Accused will not be permitted to be employed by, or volunteer in any position of ministry in, any Diocesan Entity.
- (b) Volunteer. A Substantiated Claim of Sexual Abuse of a Minor made against a Volunteer shall result in permanent removal of the Accused from all his or her volunteer positions in the Diocesan Entities, and the Accused shall not be permitted to volunteer or seek employment within any Diocesan Entities in the future.
- (c) Seminarian. A Substantiated Claim of Sexual Abuse of a Minor made against a Seminarian will result in the dismissal of the Accused from formation and the Accused shall not be permitted to re-enter a seminary within any Diocesan Entity in the future.
- (d) Cleric incardinated in any Diocesan Entity. Any Cleric found to have a Substantiated Claim of Sexual Abuse of a Minor against him shall be deemed unfit for ministry within any Diocesan Entity and the Bishop shall (i) notify an inquiring organization of his determination regarding fitness for ministry and (ii) not recommend such Cleric to any religious organization. Furthermore, a Substantiated Claim of Sexual Abuse of a Minor made against a Cleric incardinated in any Diocesan Entity will result in the removal of the Accused from his place of assignment (parish, campus, hospital, etc.), from any assignment or participation in ministry, and if a

priest, his faculties will be withdrawn, and he will be placed under penal precept. Following all appropriate canonical processes, the Bishop will seek to permanently remove from all ministry any Accused Cleric who is the subject of Substantiated Claim (cf. USCCB Charter, art. 5; Essential Norms, n. 8). In every case where the Accusation of Sexual Abuse of a Minor by a Cleric is a Substantiated Claim, the Bishop will forward the case file to the Dicastery for the Doctrine of the Faith as required by the norms of the Holy See document, *Sacramentorum sanctitatis tutela*. Also, in every case the pertinent processes provided in Canon Law will be strictly observed (cf. Book VI of the Code of Canon Law; the USCCB Charter; the USCCB Essential Norms), and dismissal from the clerical state may be sought, if the case warrants it (cf. USCCB Essential Norms, n. 8). A report will also be made to the appropriate civil authorities. Pending permanent removal, the Bishop and each Diocesan Entities shall take all actions within their control to restrict the Cleric's access to Minors.

- (i) A Cleric who is the subject of a Substantiated Claim of Sexual Abuse of a Minor may be offered professional assistance to prevent any future Sexual Abuse of a Minor. Such Accused Cleric will be given help from any Diocesan Entities if he wishes to seek voluntary laicization.
 - (ii) To the extent permitted by applicable state, federal, and canon law, and not inconsistent with applicable principles of common law, the Diocesan Entities will take all reasonable actions within their control to discontinue payments of any kind to Clergy incardinated in any Diocesan Entities against whom a Substantiated Claim has been established.
- (e) Cleric Incardinated in Another Diocese or is a Member of an Institute or Society of Consecrated Life. The Compliance Monitor shall promptly notify the proper bishop or superior of a Substantiated Claim of Sexual Abuse of a Minor. The Perpetrator shall be removed from any assignment or participation in ministry, and if the Perpetrator is Clergy, his faculties will be withdrawn, and he will be placed under penal precept. The proper bishop or religious superior will be responsible for the residence of the Accused apart from any diocesan or parochial facility.
- (f) Consecrated Individuals. The Compliance Monitor will promptly notify the proper superior of the Accused of a Substantiated Claim of Sexual Abuse of a Minor. The Accused will be removed from residence within the Diocesan Entities, from any assignment or participation in ministry (volunteer or paid), and he or she will be placed under penal precept.

7.2.3 Additional Steps in the Case of Substantiated Claims. In addition to the outcomes set forth above, the Employer or Responsible Supervisor of the Accused (for any Diocesan) or the Compliance Monitor (for any Cleric, Seminarian, or consecrated individual) shall

undertake reasonable efforts to effect appropriate action in the case of Substantiated Claims, including the following:

- (a) If the Accused is a Cleric incardinated in any Diocesan Entity, to request that he seek a medical or psychological assessment, evaluation, or treatment, which does not preclude other appropriate actions at the same time.
- (b) The Diocesan Entities shall aid the Communications Coordinator so that he or she may appropriately respond to media inquiries and provide media responses designed to reassure the community that Accusations are taken seriously and that the Diocesan Entities cooperates fully with civil authorities.
- (c) The Bishop shall make public disclosures of any Cleric or consecrated individual against whom there is a Substantiated Claim of Sexual Abuse of a Minor. In each case of a Substantiated Claim against a Cleric or consecrated individual, the Bishop will add the name of the individual to the disclosure section of the Diocesan Entities' websites. Such disclosures under this paragraph shall be made as soon as reasonably practicable but, in any event, no later than 30 days after the relevant determination.
- (d) If an Accusation made against Diocesan Personnel results in the filing of criminal charges against such individual, the Bishop will publicly disclose the fact that such charges were filed in the news/current events section of the Diocese's website promptly upon learning of such criminal charges.
- (e) The Diocesan Entities shall remove from public display any photographs and visible honors (such as a plaque or naming of a building) which prominently feature any Cleric or Diocesan Personnel against whom an Accusation of Sexual Abuse of a Minor has been made which is found to be a Substantiated Claim. This does not prevent the Diocesan Entities from displaying photos of Clerics or Diocesan Personnel with a Substantiated Claim in a group setting where such individual is not prominently featured or if that photo or the words accompanying it explain that the individual had a Substantiated Claim of Sexual Abuse of a Minor asserted against him.

7.2.4 Anonymous Accusations (When Lawfully Permitted). The Diocesan Entities strongly discourage anonymous Accusations of suspected Sexual Abuse of a Minor because anonymous reports can prevent the healing and reconciliation of the Survivor and generally provide insufficient information for a competent and fair inquiry. Anonymous Accusations may inadvertently allow Sexual Abuse of a Minor to continue and are therefore, strongly discouraged. Such Accusations, when permitted by California law, will, however, be investigated consistent with these Child Protection Protocols and will always be reported to appropriate civil authorities.

7.2.5 Role of the Bishop in the Process.

7.2.5.1 At times the Bishop's personal presence, or that of his delegate, may help foster healing and reconciliation. The Bishop or his delegate will offer, through the Survivor Support Coordinator, to meet with Survivors and their families (cf. Charter, art. 1). He will listen with patience and compassion to their experiences and concerns, and he will share with them his own sentiments and that of the Diocesan Entities, as expressed on May 1, 2016 by His Holiness, Pope Francis in his weekly address: "This (the abuse of minors) is a tragedy... We must not tolerate the abuse of minors. We must defend minors. And we must severely punish the abusers."

7.2.5.2 At times, the Bishop's personal presence, or that of his delegate, may also help foster healing and reconciliation for the Accused.

7.2.5.3 If an Accusation is deemed a Substantiated Claim, the Bishop shall send a letter to the Survivor indicating that the Accusation has been deemed a Substantiated Claim.

7.2.6 Legal Considerations.

7.2.6.1 If either the Survivor or the Accused requests the counsel of a canon lawyer, the Survivor Support Coordinator will help the Survivor or the Accused in locating competent outside canonical counsel to assist them.

7.2.6.2 During a penal process, if requested by the Survivor, the Diocesan Entities may agree to assume part or all the costs associated with canonical counsel to the Survivor, if those costs are within acceptable standards suggested by the Canon Law Society of America. Such costs may also be assumed by the Accused, to the extent authorized by Canon Law or agreed to by the Accused.

7.2.6.3 The Diocesan Entities will not assist in providing legal fees for any person who is found to be a Perpetrator by a court of competent jurisdiction.

7.2.6.4 The Diocesan Entities will not require, as a condition to any settlement with a Survivor, that the Survivor enter into a confidentiality agreement with respect to such settlement. The Diocesan Entities will enter into a confidentiality agreement only if specifically requested by the Survivor or the Survivor's legal representative. At no time will the Diocesan Entities initiate such a confidentiality agreement. If such a request for confidentiality is made and agreed upon by the Diocesan Related Entities, such a request of the Survivor will be noted in the text of the agreement (cf. USCCB Charter, art. 3).

7.3 **Re-Review of Prior Accusations of Sexual Abuse.** Following consultation with the Bishop, the Compliance Monitor may recommend, in his or her discretion, or pursuant to a request made by a Survivor, Accuser, the Survivor Support Coordinator or any other individual, that any Accusation previously reported to any Diocesan Entity be re-reviewed. An Independent Professional Investigator shall then re-review such Accusation, and any files maintained with respect thereto, determine such Accusation, and report its determination to the Compliance Monitor, who shall then deliver such report to the Bishop. If a claim is re-reviewed in connection with this provision, the claim inquiry provisions set forth in these Child Protection Protocols shall apply.

8. Outreach and Assistance for Survivors

8.1 **Survivor Support Coordinator.** The Survivor Support Coordinator shall oversee all aspects of the outreach and assistance to Survivors of sexual abuse (cf. USCCB Charter, art. 2). The Survivor Support Coordinator will attend Minor Diocesan Review Board meetings as an ex-officio member.

8.2 The Survivor Support Coordinator will be the Diocesan Entities contact and support person for Survivors. Before any internal investigation into any Accusation, the Survivor Support Coordinator will designate a support counselor to assist the Survivor. The Survivor Support Coordinator is responsible for the ongoing assistance to a Survivor until they mutually determine that such support and assistance is no longer needed. The Survivor Support Coordinator will help the Survivor obtain counseling or therapy from a qualified provider selected by the Survivor in consultation with the Survivor Support Coordinator. The Survivor Support Coordinator will also answer any questions the Survivor may have about the process.

8.3 If requested, the Survivor Support Coordinator will help the Survivor obtain any needed urgent medical assistance as well as pastoral or spiritual care. If requested, the Survivor Support Coordinator will also help the Survivor locate any available financial assistance to satisfy any outstanding financial expenses of mental health therapy.

8.4 **Welfare of the Survivor.** The welfare of the Survivor is of primary concern to the Diocesan Related Entities. All Survivors are to be offered spiritual, pastoral, and mental health assistance, regardless of their ability to pay for these services (cf. USCCB Charter, art. 1).

8.4.1 If the Diocesan Entities do not appear to have legal liability in a case involving a Substantiated Claim of Sexual Abuse of a Minor, the expenses for the Survivor's therapy are the personal responsibility of the Accused, and the Diocesan Entities will assist in obtaining a financial commitment from the Accused as much as possible. If the Accused is unwilling to pay the therapy expenses, the Bishop may use reasonable efforts to compel the Accused to pay as much as possible under applicable law, including, consistent with the above, through the attachment of wages. Notwithstanding the foregoing, in the event no other party pays for these services, the Diocesan Entities will do so as set forth below.

8.4.2 In cases involving a Substantiated Claim of Sexual Abuse of a Minor against a Cleric from an institute or society of consecrated life or another diocese, the Cleric's proper superior or bishop will be asked to make arrangements to pay for the Survivor's counseling expenses.

8.5 **Financial Assistance to Survivors.** The Diocesan Entities shall offer reasonable financial assistance to offset costs of counseling as part of their pastoral outreach to Survivors. Such action implies no legal liability for the Diocesan Related Entities. Financial assistance will include one-hour sessions of counseling, provided by a mutually agreed upon and properly credentialed therapist, which may be terminated if: (1) all parties agree or (2) it is obvious to the Survivor Support Coordinator, in consultation with the Compliance Monitor, that the therapy is not effective, in which case, and at the request of the Survivor, reasonable efforts will be made by

the Survivor Support Coordinator to help the Survivor obtain another mutually agreed upon and credentialed therapist.

8.5.1 In connection with this Section, the Diocesan Entities shall pay the reasonable hourly rate, or any other rate that may be mutually agreed, for a licensed counselor in the Survivor's state of residence providing counseling assistance to a Survivor.

8.5.2 The Diocesan Entities shall not request access to the medical records of Survivors who receive counseling, including any records maintained by a counselor providing services to such individuals, *provided however*, that a Survivor may, in his or her discretion, authorize the release of such records to the Diocesan Entities in connection with any assessment by the Survivor Support Coordinator regarding continued financial assistance from the Diocesan Entities for counseling or for any other reason that the Survivor may determine in his or her discretion. To the extent the Diocesan Entities are in possession of the Survivor medical records that it obtained before the adoption of these Child Protection Protocols, it shall destroy such records within its possession unless the Diocesan Entities have already received the authorization. If a Survivor at any time requests that such records in the possession of the Diocesan Entities be destroyed, the Diocesan Entities will do so.

9. Record Keeping

9.1 The Safe Environment Director shall maintain records relating to Clergy and the Safe Environment Program.

9.2 The Safe Environment Director shall maintain records of the training sessions and educational requirements required under the Child Protection Policies.

9.3 The Diocesan Entities shall maintain files for all Clergy.

9.4 The Diocesan Entities shall ensure that files for any Diocesan Personnel are maintained.

9.5 The Diocesan Entities shall maintain, and not destroy, the files required by sections 9.3 and 9.4 herein and any of these records, all of which files and records may be maintained electronically:

9.5.1 Signed documents under the Child Protection Policies.

9.5.2 Copies of all returned background checks.

9.5.3 Internal memoranda or documentation regarding Cleric or Diocesan Personnel misconduct.

9.5.4 Records of any allegation of Sexual Abuse of a Minor made against the Cleric or Diocesan Personnel.

9.5.5 Records of any Mandated Reporting made to law enforcement about a Cleric or Diocesan Personnel.

9.5.6 Records of any internal investigation into the Cleric or Diocesan Personnel.

9.5.7 Records relating to any reviews of Cleric or Diocesan Personnel.

10. Compliance Auditing

10.1 Not less than annually, the Compliance Monitor shall retain an auditor to certify the Diocesan Entities' compliance with these Child Protection Protocols, the Child Protection Policies, the USCCB Charter, the Essential Norms, and any other policies and procedures published by the Bishop, upon approval of the Compliance Monitor, to protect Minors, including, but not limited to, compliance with background certification and clearances and the mandatory educational programs set forth in these Child Protection Protocols (the "**Annual Compliance Audit**"). The Annual Compliance Audit shall be conducted by a firm with demonstrated competencies to conduct a compliance audit with policies like these Child Protection Protocols. The Compliance Monitor shall provide the Bishop and the Minor Diocesan Review Board with the written Annual Compliance Audit no less than 30 days after it is received.

10.1.1 Included in the Annual Compliance Audit shall be a report from the Safe Environment Director on the curricula and Safe Environment Program training in use by the Diocesan Entities.

10.1.2 In connection with the Annual Compliance Audit, the Compliance Monitor shall provide a copy of these Child Protection Protocols and the Child Protection Policies to each Diocesan Entity along with a letter requiring comprehensive and consistent compliance with the Child Protection Protocols and the Child Protection Policies and a specific reminder of the requirement to report abuse consistent with these Child Protection Protocols and the Child Protection Policies. Each Diocesan Entity shall then certify, in writing, that they have received the Child Protection Protocols and the Child Protection Policies, agree to abide by, and have abided by, them, including by conducting the background certification and clearances set forth in the Child Protection Policies and that all Clergy and Diocesan Personnel have completed the educational programs set forth in the Child Protection Policies.

10.1.3 In addition to the Annual Compliance Audit, the Compliance Monitor may retain auditors to conduct any other audit or compliance assurance reports for any element of these Child Protection Protocols and the Child Protection Policies.

10.1.4 Within 30 days after the retention of the Compliance Monitor, the Compliance Monitor shall obtain from each Clergy member working within the Diocesan Entities, a signed and dated written statement affirming that the Clergy member (1) has not sexually abused any Minor at any time, and (2) is unaware of the Sexual Abuse of a Minor by another Cleric or Diocesan Personnel that has not been reported to law enforcement and the Diocesan Entities.

10.1.5 The Compliance Monitor shall also obtain from any visiting Cleric who is given open-ended faculties to minister in the Diocesan Entities or has an assignment in a parish or related Diocesan entity (this does not include Clergy visiting for a single event) a signed and dated statement under this paragraph no later than 30 days after assignment or open-ended faculties are given.

10.1.6 Copies of all statements obtained under this paragraph shall be provided timely to the Bishop and the Minor Diocesan Review Board.

11. Arbitration of Disputes Concerning the Child Protection Protocols

11.1 The Compliance Monitor and the Bishop agree to work cooperatively and in good faith with one another to resolve any dispute arising under these Child Protection Protocols or the Child Protection Policies. If an agreement cannot be reached between the Bishop and the Compliance Monitor on any dispute regarding specific matters described herein as being subject to the procedures of this Section 11.1 (such procedures being the “**Arbitration Procedures**,” and such matters being the “**Arbitration Matters**”), the Arbitrator shall make the ultimate determination of such dispute pursuant to the following procedures:

(a) Both the Compliance Monitor and the Bishop shall submit their positions concerning the Arbitration Matter at issue to the Arbitrator in writing. Either party may request a hearing before the Arbitrator, which may occur virtually. The decision whether to conduct a hearing on the Arbitration Matter at issue shall be within the discretion of the Arbitrator. Within 30 days following the later of: (i) receipt of the parties’ written submissions or (ii) any hearing regarding such Arbitration Matter (or communication by the Arbitrator of the denial of such hearing), the Arbitrator shall make a determination regarding the Arbitration Matter. The decision of the Arbitrator as to the Arbitration Matter shall be final.

(b) If an Arbitration Matter concerns a specific individual, including an Accused or an individual named on the Credibly Accused List, such individual or their attorney, agent, estate, executor, or otherwise, shall be noticed by the Compliance Monitor of the proceeding before the Arbitrator on no less than 30 days’ written notice and may appear and be heard by the Arbitrator as to the Arbitration Matter, including by written submission.

(c) Nothing herein shall limit the rights of any Accused or individual that is named on the Credibly Accused List from asserting any legal, equitable, or other rights with respect to the Arbitration Matter including, but not limited to, assertions of privilege.

11.2 **Resolution of Conflicts or Inconsistencies.** To the extent of any conflict or inconsistency as between the requirements of the USSCB Charter and these Child Protection Protocols, these Child Protection Protocols shall govern. To the extent of any conflict or inconsistency as between these Child Protection Protocols and applicable federal, state, or common law, such applicable federal, state, or common law shall govern.

IV.

A PROMISE TO HEAL

1. The Diocesan Entities shall support and encourage the reporting of suspected Sexual Abuse of a Minor on their websites and in print documents posted in their office facilities. The websites and documents shall seek to educate Clergy and Diocesan Personnel on the reporting of Sexual Abuse of Minors and the protection afforded to Accusers who make good-faith Accusations.

2. In instances where a claim of Sexual Abuse of a Minor is deemed a Substantiated Claim, if requested by the Survivor (i) Diocesan Entities' leadership, including the Bishop, shall meet with the Survivor or his or her support person(s) as may be reasonably arranged, with due respect for the needs of both the Survivor and Diocesan Entities' personnel and (ii) the Bishop shall, on behalf of the Diocesan Entities, send a personally signed letter of apology to the Survivor.

3. In consultation with Survivors, the Bishop shall lend support that leads to healing. For example, the Bishop shall willingly and pastorally preside over a healing service at least once per calendar year dedicated to supporting Survivors and preventing sexual abuse of children. In connection therewith, the Bishop shall issue a public statement acknowledging that he is grateful that Survivors came forward and encouraging all Clergy in writing to attend the annual healing service. The Diocesan Entities shall cause to be announced in bulletins at least one month in advance the time and location of this annual healing service. The location of this annual healing service shall be the Cathedral of Christ the Light in Oakland, California.

4. At least once a year, the Bishop shall send written statements to each of the Diocesan Entities, stating that Survivors of Sexual Abuse of a Minor are not at fault for their abuse and are not enemies of the church. Suggested language for the Bishop's written statement includes: "God's children are valued members of the flock who need and deserve the Catholic's community's empathy, care, and above all, protection."

5. The Diocesan Entities shall continue (i) posting the names of all known Clergy, including diocesan priests, nuns, teachers and/or other agents, for whom childhood sexual abuse allegations are found to be a Substantiated Claim in accordance with the Child Protection Protocols and the Child Protection Policies on the Diocese's website for not less than 25 years after the Effective Date of the Plan of Reorganization and (ii) providing contact information on their websites for anonymously reporting abuse complaints.

6. The Diocesan Entities shall make an announcement on their websites of (i) the full and complete release of all Survivors from any previous confidentiality requirement and (ii) a commitment and promise not to require any confidentiality provision concerning the sexual perpetrators or factual circumstances surrounding sexual abuse going forward, except upon written request of a settling Survivor. Confidentiality shall be respected only to preserve the identity or privacy of the Survivor.

7. For ten years after the Effective Date, the Diocesan Entities shall allow Survivors to publish their stories of abuse in *The Catholic Voice*.

8. The Diocesan Entities shall display in each diocesan or parish school signage, in form and substance approved by the Compliance Monitor, stating that Sexual Abuse of Minors by any person, including Clergy, in that parish, church or school or anywhere, shall not be tolerated and advising that any report or complaint of child sexual abuse will be fully investigated in a manner that respects and protects the victim of such abuse.

EXHIBIT 2

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18 **UNITED STATES BANKRUPTCY COURT**
19 **NORTHERN DISTRICT OF CALIFORNIA**
20 **OAKLAND DIVISION**

21 In re:
22 THE ROMAN CATHOLIC BISHOP OF
23 OAKLAND, a California corporation sole,
24 Debtor.

25 Case No. 23-40523 WJL
26 Chapter 11
27 Judge: Hon. William J. Lafferty

28 **DEBTOR'S FOURTH AMENDED PLAN OF REORGANIZATION**

DATED FEBRUARY 20, 2026

TABLE OF CONTENTS

Page

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INTRODUCTION..... 1

ARTICLE I DEFINITIONS AND RULES OF INTERPRETATION 1

 1.1. Definitions 1

 1.2. Construction of Terms 19

 1.3. Appendices and Plan Documents 20

ARTICLE II SUMMARY OF CLASSIFICATION OF CLAIMS 20

 2.1. Claims Provided For Herein 20

 2.2. Unclassified Claims 20

 2.3. Claims Classification..... 21

 2.4. Previously-Submitted Ballots Recognized 21

ARTICLE III TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE’S FEES ... 22

 3.1. Administrative Expense Claims 22

 3.2. Priority Tax Claims 23

 3.3. Fee Claims 23

 3.4. Cure Claims 24

 3.5. United States Trustee Fees 24

ARTICLE IV TREATMENT OF CLASSIFIED CLAIMS..... 24

 4.1. Class 1 – Secured Claim of RCC..... 24

 4.2. Class 2 – Priority Unsecured Claims 25

 4.3. Class 3 – General Unsecured Claims 25

 4.4. Class 4 – Abuse Claims 26

 4.5. Class 5 – Unknown Abuse Claims 26

 4.6. Class 6 – Non-Abuse Litigation Claims 27

 4.7. Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims 27

 4.8. Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims 28

ARTICLE V DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS 28

 5.1. Single Claim 28

 5.2. Claims Objections..... 28

 5.3. Treatment of Disputed Claims..... 29

 5.4. Late-Filed Claims 29

 5.5. Claim Estimation 30

 5.6. No Distribution to Disallowed Claims 30

 5.7. Timing of Distributions to Allowed Claims 30

 5.8. Transfers of Claims 31

 5.9. Prepayment 31

 5.10. Delivery of Distributions 31

 5.11. Unclaimed Distributions..... 31

 5.12. No Interest 32

 5.13. Provisions Governing Unimpaired Claims..... 32

 5.14. Additional Terms Regarding Class 4 and Class 5 Claims..... 32

ARTICLE VI VOTING ON THE PLAN..... 32

 6.1. Voting Classes 32

 6.2. Elimination of Vacant Classes..... 33

 6.3. Effect of Objections..... 33

1	ARTICLE VII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	33
2	7.1. Prior Orders	33
3	7.2. Assumption of Contracts and Unexpired Leases.....	33
4	7.3. Rejection of CCCEB Lease	35
5	7.4. Rejection of Contracts.	35
6	ARTICLE VIII INSURANCE ASSIGNMENT AND OTHER INSURANCE MATTERS..	36
7	8.1. The Insurance Assignment	36
8	8.2. Insurance Coverage for Abuse Claims.	37
9	8.3. Preservation of the Rights of Non-Settling Insurers.....	39
10	8.4. Scope of Plan Injunctions	45
11	8.5. Non-Settling Insurers’ Contribution Claims Against Settling Insurers.....	46
12	8.6. Cooperation	47
13	8.7. Reductions In Non-Settling Insurers’ Liability	47
14	8.8. Settling Insurers.....	48
15	ARTICLE IX THE SURVIVORS’ TRUST	49
16	9.1. Creation of the Survivors’ Trust, Appointment of Survivors’ Trustee, and Survivors’ Trust Advisory Committee.....	49
17	9.2. Appointment and Powers of the Survivors’ Trustee	50
18	9.3. Property and Funding of the Survivors’ Trust.....	52
19	9.4. Unknown Abuse Claims Reserve	57
20	9.5. Vesting.....	58
21	9.6. Survivors’ Trust Assumption of Liabilities for Abuse Claims.....	58
22	9.7. Right to Elect to Receive an Immediate Payment	59
23	9.8. Method of Determination of Abuse Claims and Rights of Abuse Claimants to Choose to Pursue Litigation	59
24	9.9. Provisions for Preliminary Distribution	64
25	9.10. Compensation and Reimbursement of Expenses to Survivors’ Trustee and Survivors’ Trust Professionals	64
26	9.11. Excess Survivors’ Trust Assets	65
27	9.12. Indemnification of Debtor, Reorganized Debtor, and	65
28	9.13. Modification of Survivors’ Trust Documents	65
29	ARTICLE X CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN	65
30	10.1. Conditions to Confirmation	65
31	10.2. Conditions to Effectiveness	66
32	10.3. Waiver of Conditions.....	67
33	10.4. Revocation of the Plan.....	68
34	ARTICLE XI EXIT FINANCING	68
35	11.1. The Exit Facility	68
36	11.2. Effect of the Exit Facility	69
37	11.3. Authorization	69
38	ARTICLE XII MEANS FOR IMPLEMENTING THE PLAN.....	70
39	12.1. Revesting.	70
40	12.2. Non-Monetary Commitment to Healing and Reconciliation	70
41	12.3. CCCEB Settlement.....	71
42	12.4. Treatment of Actions and Causes of Action.....	72
43	12.5. Continued Existence	72
44	12.6. The Survivors’ Trust.....	72
45	12.7. Post-Effective Date Prosecution of Non-Abuse Litigation Claims.....	72

1	12.8. Bankruptcy Procedure and Transition.....	74
	12.9. Post-Petition Deposits.....	75
2	12.10. Other Actions.....	75
	12.11. General Settlement.....	76
3	12.12. Closing of the Case.....	76
4	ARTICLE XIII EFFECT OF PLAN CONFIRMATION.....	77
	13.1. Binding Effect of Confirmation.....	77
5	13.2. Ratification.....	77
	13.3. Discharge of Claims.....	77
6	13.4. Confirmation Injunction.....	78
	13.5. Injunction Against Interference with the Plan.....	78
7	13.6. Exculpation.....	79
	13.7. Injunction Related to Exculpation.....	79
8	13.8. Releases by the Debtor.....	80
	13.9. Injunction Related to Discharge.....	81
9	13.10. Disallowed Claims.....	81
	13.11. Channeling Injunction.....	82
10	13.12. Provisions Relating to the Channeling Injunction.....	83
	13.13. Effect of Channeling Injunction.....	84
11	13.14. Exclusion Regarding Non-Settling Insurers.....	84
12	ARTICLE XIV MODIFICATION.....	85
	14.1. Modification of the Plan.....	85
13	14.2. Correction of Defects.....	85
	14.3. Savings Clause.....	85
14	14.4. Remedy of Defects.....	86
15	ARTICLE XV RETENTION OF JURISDICTION.....	86
	15.1. Scope of the Bankruptcy Court’s Retained Jurisdiction.....	86
16	15.2. Failure of Bankruptcy Court to Exercise Jurisdiction.....	87
17	ARTICLE XVI MISCELLANEOUS PROVISIONS.....	87
	16.1. Enforcement.....	87
18	16.2. Exemption from Certain Transfer Taxes and Recording Fees.....	88
	16.3. Effectuating Documents.....	88
19	16.4. Governing Law.....	88
	16.5. Integration.....	88
20	16.6. Inconsistency.....	89
	16.7. Section Headings.....	89
21	16.8. Severability.....	89
22	ARTICLE XVII REQUEST FOR CONFIRMATION.....	89
23	17.1. Confirmation Pursuant to § 1129(b).....	89
24		
25		
26		
27		
28		

1 **INTRODUCTION**

2 This Fourth Amended Plan of Reorganization dated February 20, 2026 (as amended,
3 modified or supplemented from time to time, the “Plan”),¹ is proposed by The Roman Catholic
4 Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the
5 “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”).
6 Holders of Claims (as those terms are defined below) may refer to the Plan Summary (as defined
7 in Section 1.1.88 hereof) for a summary and description of the Plan and a discussion of the Debtor’s
8 history, estate, assets, mission, operations, historical financial information, and projections of future
9 operations. The Debtor is the proponent of this Plan within the meaning of Section 1129 of title 11
10 of the United States Code, as amended from time to time and as in effect during the Chapter 11
11 Case (the “Bankruptcy Code”).

12 The Debtor has filed concurrently with this Fourth Amended Plan a document comparing
13 this Fourth Amended Plan to the *Debtor’s Third Amended Plan of Reorganization* dated March 17,
14 2025. All interested parties including without limitation Holders of Claims are urged to review that
15 comparison to identify the amendments included in the Fourth Amended Plan.

16 **ARTICLE I**
17 **DEFINITIONS AND RULES OF INTERPRETATION**

18 **1.1. Definitions.** As used in this Plan, unless defined in the above Introduction or
19 elsewhere in the Plan, capitalized terms shall have the meanings set forth in this Section 1.1. Any
20 term not otherwise defined herein but defined in the Bankruptcy Code or the Federal Rules of
21 Bankruptcy Procedure as amended from time to time and as in effect during the Chapter 11 Case
22 (the “Bankruptcy Rules”) will have the meaning given to that term in the Bankruptcy Code or the
23 Bankruptcy Rules, as applicable. The following definitions apply in this Plan:

24 1.1.1. “**Abuse**” means sexual conduct or misconduct, sexual abuse or molestation,
25 sexual exploitation, indecent assault and/or battery, rape, pedophilia, ephebophilia, sexually related
26 psychological or emotional harm, humiliation, anguish, shock, sickness, disease, disability,

27 _____
28 ¹ For the avoidance of doubt, the terms “hereof” and/or “herein” as used in this Plan are references
to this entire Plan.

1 dysfunction, or intimidation, any other sexual misconduct or injury, contacts or interactions of a
2 sexual nature, including the use of photography, video, or digital media, or other physical abuse or
3 bullying without regard to whether such physical abuse or bullying is of a sexual nature, between
4 a child and an adult, between a child and another child, or between a non-consenting adult and
5 another adult, in each instance without regard to whether such activity involved explicit force,
6 whether such activity involved genital or other physical contact, and whether there is or was any
7 associated physical, psychological, or emotional harm to the child or non-consenting adult.

8 1.1.2. “**Abuse Claim**” means any Claim relating to, in whole or in part, directly or
9 indirectly, an act of Abuse committed by any Person before the Effective Date for which the Debtor,
10 a Non-Debtor Catholic Entity, or any of their respective agents, employees, or representatives is
11 allegedly responsible. Except as otherwise provided herein, the term “Abuse Claim” includes
12 Unknown Abuse Claims and Trust Claims but not Abuse Related Contribution Claims.

13 1.1.3. “**Abuse Claimant**” means a Holder of an Abuse Claim.

14 1.1.4. “**Abuse Claims Reviewer**” means the person appointed by order of the
15 Court on the Debtor’s motion, and once appointed to be identified in the Trust Documents, to
16 review all Abuse Claims and allocate to each Abuse Claim a percentage of the Survivors’ Trust
17 recovery pool based on numerical scaling factors (but not based on alleged dollar value of the
18 Claim), except for those Abuse Claims held by Abuse Claimants who have elected to receive an
19 Immediate Payment, in accordance with the procedures set forth in the Survivors’ Trust
20 Documents.

21 1.1.5. “**Abuse Insurance Policies**” means any insurance policy alleged in the
22 Coverage Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to
23 provide insurance coverage for any Abuse Claim.

24 1.1.6. “**Abuse Related Contribution Claim**” means any Person’s Claim against
25 any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable
26 subrogation, or reimbursement, or any other indirect or derivative recovery, arising because such
27 Person has paid or defended against any Abuse Claim including but not limited to a joint tortfeasor
28 or the like, but excluding any claim by an Insurer for contribution or similar relief.

1 1.1.7. “**Administrative Expense Claim**” means any right to payment constituting
2 a cost or expense of administration of the Chapter 11 Case under Sections 503(b) and 507(a)(1) of
3 the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses
4 of preserving the Estate of the Debtor, any actual and necessary costs and expenses of the Debtor’s
5 operations, and any indebtedness or obligations incurred or assumed by the Debtor in connection
6 with the conduct of its business, but not including Fee Claims, Cure Claims, or U.S. Trustee Fees.
7 Administrative Expense Claims are further described in in Section 3.1 below.

8 1.1.8. “**Administrative Expense Claims Bar Date**” means the date that is 45 days
9 after the Effective Date.

10 1.1.9. “**Adventus**” means a California nonprofit public benefit corporation,
11 separate and distinct from RCBO.

12 1.1.10. “**Affiliate**” shall have the meaning set forth in Section 101(2) of the
13 Bankruptcy Code.

14 1.1.11. “**Allowed**” means, with respect to any Claim, except as otherwise provided
15 herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date,
16 (b) a Claim for which a Proof of Claim is or shall not be required to be Filed under the Plan, the
17 Bankruptcy Code, or a Final Order of the Court, (c) a Claim that is listed in the Schedules as not
18 contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely
19 Filed, (d) a Claim Allowed pursuant to the Plan or a Final Order of the Court; provided, however,
20 that with respect to a Claim described in clauses (a), (b), and (c) above, such Claim shall be
21 considered Allowed only if no objection to its allowance has been made before the Claims
22 Objection Deadline or within such time fixed by the Plan, the Bankruptcy Code, the Bankruptcy
23 Rules, or the Court (except with respect to a Trust Claim whose Holder elects the Litigation Option,
24 in which case any such Trust Claim shall only be considered Allowed (i) following entry of a final
25 judgment pursuant to a Final Order by a non-bankruptcy court of competent jurisdiction as set forth
26 in the Plan, (ii) upon the effective date of any Insurance Settlement Agreement covering such Trust
27 Claim for purposes of such settlement only, or (iii) upon the effective date of any settlement
28 agreement between the Holder of such Trust Claim and one or more Non-Settling Insurers pursuant

1 to or following which settlement such Holder reverts from the Litigation Option to the Distribution
2 Option for purposes of the Distribution Option only).

3 1.1.12. “**Assigned Insurance Interests**” means all rights, claims, interests, benefits,
4 responsibilities and obligations of the Debtor in the Non-Settling Insurer Policies, subject to the
5 terms hereof including without limitation Articles VIII and IX of the Plan and the provisions of the
6 Plan concerning the Litigation Option.

7 1.1.13. “**Assumed Employee Benefit Plans**” means any written contracts,
8 agreements, policies, programs, and plans (including any related trust or other funding vehicle)
9 governing any obligations relating to compensation, reimbursement, indemnity, health care
10 benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave
11 benefits, paid time off, savings, severance benefits, retirement benefits, welfare benefits, relocation
12 programs, life insurance, and accidental death and dismemberment insurance, including written
13 contracts, agreements, policies, programs, and plans for bonuses and other incentives or
14 compensation for the current and former officers, employees, and priests, as applicable, of the
15 Debtor, but excluding the Priest Long-Term Care Plan and the SERP.

16 1.1.14. “**Assumption Objection**” means an objection to assumption or cure of an
17 Executory Contract, as described in Sections 7.2.2 and 7.2.3 herein.

18 1.1.15. “**Avoidance Actions**” means any and all rights to recover or avoid transfers
19 or Liens under Chapter 5 of the Bankruptcy Code or otherwise, including Sections 506(d), 541,
20 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise under the
21 Bankruptcy Code or under similar or related state or federal statutes and common law, including
22 all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims,
23 rights, and causes of action, whether or not litigation has been commenced as of the Effective Date
24 to prosecute such Avoidance Actions; subject, however, to any releases thereof provided in this
25 Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

26 1.1.16. “**Ballot**” means the form of ballot approved by the Bankruptcy Court for
27 each Class of Claims entitled to vote on the Plan, as sent to all creditors entitled to vote on the Plan,
28 whereby such creditors were permitted to indicate their vote to accept or reject the Plan.

1 1.1.17. “**Bankruptcy Court**” means the United States Bankruptcy Court for the
2 Northern District of California, Oakland Division, having jurisdiction over the Chapter 11 Case.

3 1.1.18. “**Bar Date Order**” means the *Order Establishing Deadlines for Filing*
4 *Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 293], entered
5 by the Bankruptcy Court on July 25, 2023, and as expressly amended and as may be expressly
6 amended from time to time.

7 1.1.19. “**Business Day**” means any day other than a Saturday, Sunday, or any “legal
8 holiday” as defined in Bankruptcy Rule 9006(a).

9 1.1.20. “**Cash**” means the legal tender of the United States of America, or its
10 equivalent.

11 1.1.21. “**Cathedral Property**” means the parcel of real estate described on Schedule
12 1.1.21, owned as of the Petition Date by The Catholic Cathedral Corporation of the East Bay
13 (“CCCEB”).

14 1.1.22. “**Cause of Action**” means any action, claim, cause of action, controversy,
15 demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment,
16 account, defense, offset, power, privilege, license, and franchise of any kind or character
17 whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured,
18 suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured,
19 assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract
20 or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt,
21 “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for
22 breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to
23 Claims; (c) any Claim pursuant to Section 362 or Chapter 5 of the Bankruptcy Code; (d) any claim
24 or defense including fraud, mistake, duress, and any other defenses set forth in Section 558 of the
25 Bankruptcy Code; (e) any state or foreign law fraudulent transfer or similar claim; (f) any cause of
26 action asserted by the Debtor in the Coverage Action; and (g) any cause of action described on the
27 Debtor’s Schedules or Statements of Financial Affairs.

28 1.1.23. “**CCCEB Note**” means that certain Promissory Note dated as of April 16,

1 2009, payable by CCCEB to the Debtor, as amended, modified, or restated including by that certain
2 Amendment #1 to Promissory Note dated as of January 1, 2014, by and between the Debtor and
3 CCCEB, and that certain Amendment #1 to Promissory Note dated as of February 1, 2017, by and
4 between the Debtor and CCCEB.

5 1.1.24. “**CCCEB Settlement**” means the transaction described in Section 12.3 of
6 the Plan, as set forth in the CCCEB Settlement Documents.

7 1.1.25. “**CCCEB Settlement Documents**” means all documents necessary to
8 effectuate the CCCEB Settlement as of the Effective Date.

9 1.1.26. “**Channeled Claim**” means any Abuse Claim and/or any Claim, against a
10 Released Party or any Settling Insurer arising from, in connection with, or related to an Abuse
11 Claim, or any of the Abuse Insurance Policies issued by any Settling Insurers, including Abuse
12 Related Contribution Claims, but not including (a) an Abuse Claim against any Person who
13 personally committed an act or acts of Abuse resulting in a Claim against the Debtor or any Non-
14 Debtor Catholic Entity; or (b) any Claim (including any Abuse Claim) held by a Non-Settling
15 Insurer against any Released Party other than the Debtor or the Reorganized Debtor.

16 1.1.27. “**Channeling Injunction**” means the injunction imposed pursuant to
17 Section 13.11 of this Plan and the Confirmation Order.

18 1.1.28. “**Child Protection Protocols**” means the Child Protection Protocols for the
19 Roman Catholic Bishop of Oakland, California to be implemented not later than the Effective Date,
20 a copy of which will be filed with the Plan Supplement.

21 1.1.29. “**Churches**” means the individual Catholic churches within the Diocese of
22 Oakland, each of which is part of the corporation sole that is the Debtor, and each of which is listed
23 on Schedule 1.1.29 attached hereto.

24 1.1.30. “**Claim**” shall have the meaning set forth in Section 101(5) of the
25 Bankruptcy Code.

26 1.1.31. “**Claims Bar Date**” means, including without limitation for Claims arising
27 under Section 503(b)(9) of the Bankruptcy Code, and in accordance with the terms of the Bar Date
28 Order, (i) for all Claims other than Claims of Governmental Units, September 11, 2023, at

1 5:00 p.m. Pacific Time, and (ii) for Claims of Governmental Units, November 6, 2023, at 5:00 p.m.
2 Pacific Time.

3 1.1.32. “**Claims Objection Deadline**” means the deadline for objecting to a Claim,
4 which shall be on the date that is the later of: (a) 12 months after the Effective Date, and (b) such
5 other period of limitation as may be specifically fixed by the Debtor or the Reorganized Debtor, as
6 applicable, or by an order of the Court for objecting to such Claims. For the avoidance of doubt,
7 the Claims Objection Deadline shall not apply to Non-Settling Insurers who agree to defend against
8 any Abuse Claim Holder who elects the Litigation Option as set forth in Section 5.2.2 and Articles
9 VIII and IX hereof; provided, however, Non-Settling Insurers shall only assert objections and
10 defenses to an Abuse Claim in the appropriate non-bankruptcy forum following the election of the
11 Holder of such Abuse Claim of the Litigation Option as defined in Section 9.8.4 hereof.

12 1.1.33. “**Claims Register**” means the official register of Claims maintained by the
13 Debtor or Reorganized Debtor, as applicable.

14 1.1.34. “**Class**” means a category of Holders of Claims as set forth in Section 2.3 of
15 this Plan, under Section 1122(a) of the Bankruptcy Code.

16 1.1.35. “**Committee**” means the Official Committee of Unsecured Creditors
17 appointed in the Chapter 11 Case on May 23, 2023.

18 1.1.36. “**Confirmation**” means the entry of the Confirmation Order on the docket
19 of the Chapter 11 Case.

20 1.1.37. “**Confirmation Order**” means an Order of the Bankruptcy Court
21 confirming the Plan under Section 1129 of the Bankruptcy Code.

22 1.1.38. “**Coverage Action**” means the proceeding captioned *In re: The Roman*
23 *Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case Nos. 3:24-cv-
24 00709-JSC & 3:24-cv-00711-JSC (N.D. Cal.) and all adversary proceedings consolidated
25 thereunder.

26 1.1.39. “**Coverage Claims**” means all Claims against a Non-Settling Insurer under
27 or relating to the policies issued by such Non-Settling Insurer.

28 1.1.40. “**Creditor**” shall have the meaning set forth in Section 101(10) of the

1 Bankruptcy Code.

2 1.1.41. “**Cure Amount**” means all amounts, including an amount of \$0.00, required
3 to cure any monetary default under any Executory Contract or Unexpired Lease (or any lesser
4 amount agreed to by the counterparty to an Executory Contract or Unexpired Lease of the Debtor)
5 to be assumed by the Debtor under Sections 365 or 1123 of the Bankruptcy Code.

6 1.1.42. “**Cure Claim**” means a monetary Claim arising out of the Debtor’s
7 default(s) under any Executory Contract or Unexpired Lease at the time such contract or lease is
8 assumed by the Debtor pursuant to Section 365 of the Bankruptcy Code.

9 1.1.43. “**Debtor**” shall have the meaning set forth in the Introduction hereof.

10 1.1.44. “**DIP Availability**” means, as of the Effective Date, the amount of
11 authorized but unused borrowing under the DIP Facility, less the estimated amount of accrued
12 unpaid Professional Fees as of the Effective Date.

13 1.1.45. “**DIP Facility**” means any Debtor-in-Possession financing obtained by the
14 Debtor prior to the Effective Date pursuant to Section 364 of the Bankruptcy Code.

15 1.1.46. “**DIP Obligations**” means all amounts outstanding under the DIP Facility.

16 1.1.47. “**Disallowed**” means, with respect to any Claim, a Claim or any portion
17 thereof that: (a) has been disallowed by a Final Order, (b) is listed on the Schedules as having a
18 value of zero dollars or as contingent, disputed, or unliquidated and as to which no Proof of Claim
19 or request for payment of an Administrative Expense Claim was timely filed or deemed timely filed
20 pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise
21 deemed timely filed under applicable law or this Plan, (c) is not listed on the Schedules and as to
22 which no Proof of Claim or request for payment of an Administrative Expense Claim was timely
23 filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or
24 any Final Order of the Court or otherwise deemed timely filed under applicable law or this Plan,
25 (d) has been withdrawn by agreement of the Debtor and the Holder thereof, or (e) has been
26 withdrawn by the Holder thereof. Any Claim or portion of a Claim not Disallowed shall be either
27 Allowed or Disputed as provided in the Plan.

28 1.1.48. “**Disclosure Statement**” means the Plan Summary and Third Amended

1 Disclosure Statement, taken together, or as appropriate, any subsequent disclosure statement in
2 support of this Plan that may be filed in the Chapter 11 Case, including all exhibits and schedules
3 thereto and references therein that relate to the Plan, and that is prepared and distributed in
4 accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law.

5 1.1.49. “**Disputed**” means, with reference to any Claim: (i) a Claim as to which an
6 objection has been filed and which objection has not either been withdrawn, determined by a Final
7 Order, or otherwise finally resolved pursuant to the Plan; or (ii) a Claim specifically stated herein
8 to be Disputed.

9 1.1.50. “**District Court**” means the United States District Court for the Northern
10 District of California, Oakland Division, having jurisdiction over the Coverage Action.

11 1.1.51. “**Effective Date**” means the date of the first Business Day after Confirmation
12 of the Plan on which all conditions precedent to the effectiveness of the Plan have either been (a)
13 satisfied or (b) waived pursuant to Sections 10.2 and 10.3 of the Plan, respectively.

14 1.1.52. “**Entity**” shall have the meaning set forth in Section 101(15) of the
15 Bankruptcy Code.

16 1.1.53. “**Estate**” means the estate created for the Debtor in this Chapter 11 Case
17 under Section 541 of the Bankruptcy Code.

18 1.1.54. “**Exculpated Parties**” means each of the following in their capacity as such,
19 to the extent permitted under applicable Ninth Circuit law, including without limitation *Blixseth v.*
20 *Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020): (a) the Exit Facility Lender, (b) the Debtor, including
21 the Churches, (c) the Reorganized Debtor, including the Churches, (d) the Committee, (e) the
22 Committee’s members, (f) RCWC, (g) the College of Consultors of the Diocese of Oakland and
23 each of its members, (h) The Diocese of Oakland Finance Council and each of its members, (i) the
24 Presbyteral Council of the Diocese of Oakland and each of its members, (j) the Mediators, (k) the
25 Unknown Abuse Claims Representative, and (l) for each of the foregoing, their respective officers,
26 directors, agents, employees, equity holders, attorneys, financial advisors, accountants, and other
27 duly authorized employed Professionals in this Chapter 11 Case.

28 1.1.55. “**Exculpation**” means the treatment of an Exculpated Party under, or the

1 effect of, the Exculpation Clause.

2 1.1.56. **“Exculpation Clause”** means Section 13.6 of this Plan.

3 1.1.57. **“Executory Contract”** means a contract to which the Debtor is a party that
4 is subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

5 1.1.58. **“Executory Contract Cure Schedule”** means a schedule that may be, but
6 is not required to be, filed by the Debtor as part of the Plan Supplement, setting forth the amount
7 the Debtor asserts is required to be paid pursuant to Section 365(b)(1) of the Bankruptcy Code in
8 connection with the Debtor’s assumption of any Executory Contract.

9 1.1.59. **“Executory Contract Rejection Schedule”** means a schedule that may be,
10 but is not required to be, filed by the Debtor as part of the Plan Supplement, identifying any
11 Executory Contracts to be rejected by the Debtor as of the Effective Date of the Plan.

12 1.1.60. **“Exit Facility”** means the new senior secured lending facility that RCBO
13 will enter into with the Exit Facility Lender on the Effective Date, the form of which shall be
14 included in the Plan Supplement.

15 1.1.61. **“Exit Facility Documents”** means the documents evidencing the Exit
16 Facility.

17 1.1.62. **“Exit Facility Lender”** means the RCC as the Entity financing the Exit
18 Facility.

19 1.1.63. **“Fee Claim”** means a Claim under Sections 328, 330, 331, 503, or 1103 of
20 the Bankruptcy Code for compensation of a Professional or other Entity for services provided to
21 the Debtor or Committee, or expenses incurred in the course of providing services to the Estate,
22 during the Chapter 11 Case.

23 1.1.64. **“File,” “Filed,” or “Filing”** means file, filed, or filing with the Bankruptcy
24 Court in the Chapter 11 Case or in the District Court in the Coverage Action.

25 1.1.65. **“Final Decree”** means the decree contemplated under Bankruptcy
26 Rule 3022.

27 1.1.66. **“Final Order”** means an order or judgment of the Bankruptcy Court (or any
28 other court) entered by the Bankruptcy Court (or any other court) on the docket in the Chapter 11

1 Case (or the docket of such other court), which has not been reversed, stayed, modified, amended,
2 or vacated, and as to which: (a) the time to appeal, petition for *certiorari*, or move for a new trial,
3 stay, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or
4 motion for new trial, stay, reargument, or rehearing shall be pending, or (b) if an appeal, writ of
5 *certiorari*, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment
6 of the Bankruptcy Court (or other court) shall have been affirmed by the highest court to which
7 such order was appealed, or *certiorari* shall have been denied, or a new trial, stay, reargument, or
8 rehearing shall have been denied or resulted in no modification of such order, and the time to take
9 any further appeal, petition for *certiorari*, or move for a new trial, stay, reargument, or rehearing
10 shall have expired, as a result of which such order shall have become final in accordance with
11 Bankruptcy Rule 8002; provided, however, that the possibility that a motion under Rule 60 of the
12 Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed
13 relating to such order shall not cause an order not to be a Final Order.

14 1.1.67. “**General Unsecured Claim**” means an Unsecured Claim that is not an
15 Abuse Claim, Unknown Abuse Claim, or Non-Abuse Litigation Claim.

16 1.1.68. “**Governmental Unit**” shall have the meaning set forth in Section 101(27)
17 of the Bankruptcy Code.

18 1.1.69. “**Holder**” means a Person or Entity with ownership or legal control of a
19 Claim, including without limitation an Abuse Claim.

20 1.1.70. “**Immediate Payment**” means a one-time irrevocable and indefeasible
21 distribution of \$50,000 paid to the Abuse Claimant who elects the Immediate Payment option from
22 the Survivors’ Trust, paid by the Survivors’ Trustee without objection as set forth in the Plan and
23 to the exclusion of such Holder’s (a) right to any further distributions from the Survivors’ Trust and
24 (b) right to pursue an Abuse Claim against any Non-Settling Insurers or other parties.

25 1.1.71. “**Immediate Payment Notice**” means a notice to Holders of Abuse Claims
26 informing them of their right to elect the Immediate Payment, and which may be signed and
27 returned to the Survivors’ Trustee to indicate the election of a Holder to receive the Immediate
28 Payment in lieu of any further distributions.

1 1.1.72. **“Impaired”** means, with respect to a Class of Claims, a Class of Claims that
2 is not Unimpaired.

3 1.1.73. **“Insurance Assignment”** means the transaction described in Section 8.1 of
4 the Plan, subject to the terms of the Plan, the Abuse Insurance Policies, and applicable law.

5 1.1.74. **“Insurance Recoveries”** means the rights to any proceeds of an Abuse
6 Insurance Policy, whether pursuant to the policy outright, an Insurance Settlement Agreement, or
7 a judgment, award, decree, or other court or administrative order.

8 1.1.75. **“Insurance Settlement Agreement”** means any settlement agreement
9 between (i) the Debtor and any Settling Insurer, if executed and approved by a final, non-appealable
10 order of the Bankruptcy Court before the Effective Date, or (ii) the Survivors’ Trust and any
11 Settling Insurer, if executed after the Effective Date.

12 1.1.76. **“Insurers”** means the defendants in the Coverage Action. For the avoidance
13 of doubt, this term, whether or not qualified with “Settling” or “Non-Settling,” shall include the
14 California Insurance Guarantee Association.

15 1.1.77. **“Livermore Property”** means the real property owned by Adventus having
16 a street address of 3658 Las Colinas Road, Livermore, California, and bearing the legal description
17 set forth on Schedule 1.1.77 attached hereto.

18 1.1.78. **“Livermore Option”** means sale of the Livermore Property by Adventus
19 prior to the three (3) year and six (6) month anniversary of the Effective Date, as provided in Section
20 9.3.4 of the Plan.

21 1.1.79. **“Mediators”** means, individually and collectively: (i) the Honorable
22 Christopher Sontchi (Ret.), Sontchi, LLC; (ii) Jeffrey Krivis, Mediation Offices of Jeffrey Krivis;
23 (iii) Timothy Gallagher, The Gallagher Law Group; and (iv) the Honorable Randall J. Newsome
24 (Ret.), Randall Newsome ADR.

25 1.1.80. **“Non-Abuse Litigation Claims”** means Claims arising out of litigation
26 pending against the Debtor prior to the Petition Date asserting Causes of Action unrelated to Abuse,
27 or based on asserted personal injury occurred prior to the Petition Date and unrelated to Abuse.

28 1.1.81. **“Non-Abuse Litigation Reserve”** means the Cash reserve to be established

1 by the Reorganized Debtor pursuant to Section 12.7.2 of the Plan to pay Non-Abuse Litigation
2 Claims.

3 1.1.82. “**Non-Debtor Catholic Entity**” means any of the following: RCC, the
4 Oakland Parochial Fund, RCWC, Lumen Christi Academies of the Roman Catholic Diocese of
5 Oakland, CCCEB, The Oakland Society for the Propagation of the Faith, Catholic Charities of the
6 Diocese of Oakland, Inc. (d/b/a Catholic Charities of the East Bay), Catholic Church Support
7 Services (d/b/a Catholic Management Services), Furrer Properties, Inc., Adventus, Catholic
8 Foundation for the Diocese of Oakland, Christ the Light Cathedral Corporation, or any religious
9 order.

10 1.1.83. “**Non-Settling Insurer**” means any defendant in the Coverage Action that
11 is not a Settling Insurer.

12 1.1.84. “**Non-Settling Insurer Policy**” means any Abuse Insurance Policy issued
13 by a Non-Settling Insurer.

14 1.1.85. “**Person**” shall have the meaning set forth in Section 101(41) of the
15 Bankruptcy Code.

16 1.1.86. “**Petition Date**” means May 8, 2023, the date on which the Chapter 11 Case
17 commenced in the Bankruptcy Court.

18 1.1.87. “**Plan Documents**” means this Plan, the Plan Supplement, all appendices
19 and exhibits to the forgoing, the CCCEB Settlement Documents, the Survivors’ Trust Documents,
20 the Confirmation Order, and any other documents created, executed, or entered into pursuant to the
21 Plan.

22 1.1.88. “**Plan Summary**” means the *Executive Summary, Frequently Asked*
23 *Questions, and General Information Regarding Debtor’s Fourth Amended Plan of Reorganization*
24 (as amended, supplemented, or modified from time to time) filed in the Chapter 11 Case, including
25 all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared
26 and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other
27 applicable law. The Plan Summary attaches the Third Amended Disclosure Statement.

28 1.1.89. “**Plan Supplement**” means the compilation of documents and forms of

1 documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified from time
2 to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules),
3 to be Filed no later than ten (10) Business Days before the deadline for filing objections to
4 confirmation of the Plan or such other date as may be set by the Court, and additional documents
5 or amendments to previously Filed documents, Filed before the Effective Date as amendments to
6 the Plan Supplement, including without limitation the following: (a) the Exit Facility Documents,
7 (b) the Schedule of Assumed Executory Contracts and Unexpired Leases, (c) the CCCEB
8 Settlement Documents, (d) the form of the Survivors' Trust Agreement, (e) the form of the
9 Survivors' Trust Distribution Plan, (f) the form of the RCWC Release, (g), the form of the RCWC
10 Escrow Agreement, and (h) the form of the Immediate Payment Notice.

11 1.1.90. "**Post-Confirmation Notice List**" means the list of Persons or Entities to
12 receive notice of matters after the Confirmation Date, specifically: (a) the Reorganized Debtor;
13 (b) the Survivors' Trustee; (c) the Office of the United States Trustee; (d) Persons against whom
14 relief is sought; and (e) Persons who request notice of such matters through a written request that
15 is filed with the Bankruptcy Court and served on the Debtor not earlier than the Confirmation Date.

16 1.1.91. "**Preliminary Abuse Claim Allowance Deadline**" means the date that is
17 sixty (60) days following the Effective Date, or if such date is not a Business Day, then the next
18 Business Day thereafter.

19 1.1.92. "**Priest Long-Term Care Plan**" means the long-term care plan maintained
20 by the Debtor for priests employed by the Debtor, Churches, and Non-Debtor Catholic Entities.

21 1.1.93. "**Priority Tax Claim**" means any Claim of a Governmental Unit under
22 Section 507(a)(8) of the Bankruptcy Code.

23 1.1.94. "**Priority Unsecured Claim**" means any Claim against the Debtor that is
24 entitled to priority in right of payment under Section 507(a) of the Bankruptcy Code, other than an
25 Administrative Expense Claim or a Priority Tax Claim.

26 1.1.95. "**Professional**" means any Person or Entity employed by the Debtor, the
27 Committee, or the Estate in the Chapter 11 Case under Sections 327 or 1103 of the Bankruptcy
28 Code, any of the Mediators, or any Person or Entity seeking compensation or reimbursement of

1 expenses under Section 503(b)(4) of the Bankruptcy Code.

2 1.1.96. **“Proof of Claim”** means a Claim, along with any supporting documentation,
3 Filed against the Debtor in the Chapter 11 Case.

4 1.1.97. **“RCC”** means the Roman Catholic Cemeteries of the Diocese of Oakland, a
5 non-profit religious corporation, separate and distinct from RCBO.

6 1.1.98. **“RCC Pre-Petition Loan Documents”** means the documents documenting
7 RCC’s prepetition Secured Claim.

8 1.1.99. **“RCWC”** means the Roman Catholic Welfare Corporation of Oakland, a
9 non-profit religious corporation, separate and distinct from RCBO. This definition includes any
10 school RCWC managed, manages, administered, administers, operated, or operates.

11 1.1.100. **“RCWC Escrow”** means an escrow account administered pursuant
12 to the terms of the RCWC Escrow Agreement by a third-party escrow agent (the “RCWC Escrow
13 Agent”) who shall identified in the RCWC Escrow Agreement For the avoidance of doubt, the
14 RCWC Escrow Agent shall not be a Non-Debtor Catholic Entity.

15 1.1.101. **“RCWC Escrow Agreement”** means an escrow agreement between
16 RCWC, the Survivors’ Trustee, and the RCWC Escrow Agent, which shall be in substantially the
17 form filed with the Plan Supplement.

18 1.1.102. **“RCWC Release”** means a release in a form filed with the Plan
19 Supplement and approved by the Bankruptcy Court in the Confirmation Order, by which a Holder
20 of an Abuse Claim may consensually release RCWC, including its current and former directors,
21 managers, officers, employees, predecessors, successors, assigns, managed accounts or funds,
22 agents, advisory board members, financial advisors, partners, attorneys, accountants, investment
23 bankers, consultants, and other professionals, of any and all claims that have been asserted or might
24 be asserted by such Holder based on any conduct occurring before the Effective Date of the Plan.

25 1.1.103. **“Rejection Claim”** means a Claim for rejection damages arising out
26 of the rejection of an Executory Contract or Unexpired Lease by the Debtor, whether the rejection
27 occurs through an order of the Bankruptcy Court approving a motion to reject an Executory
28 Contract or Unexpired Lease or through confirmation of this Plan or any other chapter 11 plan.

1 1.1.104. **“Rejection Claims Bar Date”** means, as to a particular Rejection
2 Claim, the date that is the earlier of (a) sixty (60) calendar days following the entry of an order
3 rejecting an Executory Contract or Unexpired Lease, the rejection of which gave rise to the
4 Rejection Claim, or (b) thirty (30) days after entry of the Confirmation Order.

5 1.1.105. **“Released Parties”** means collectively: (a) the Debtor, (b) the
6 Reorganized Debtor, (c) the Churches, none of whom are separately incorporated from the Debtor
7 and whose releases under the Plan shall be one and the same as, and not separate from or in addition
8 to, the releases of the Debtor and Reorganized Debtor, and (d) with respect to each of the foregoing
9 Persons and Entities in clauses (a) through (c), such Person and their, or such Entity and its, current
10 and former directors, managers, officers, employees, predecessors, successors, assigns, managed
11 accounts or funds, agents, advisory board members, financial advisors, partners, attorneys,
12 accountants, investment bankers, consultants, and other professionals; provided, however, this term
13 expressly excludes (i) any Person accused of committing a physical act of Abuse upon an Abuse
14 Claimant or their predecessor(s)-in-interest, (ii) any Non-Debtor Catholic Entity, and (iii) any
15 Catholic diocese or archdiocese other than the Debtor or Reorganized Debtor.

16 1.1.106. **“Releases”** means the release of any Claim or Cause of Action in
17 favor of Released Parties as set forth in Section 13.8 of the Plan given by the persons or entities
18 listed in subparagraphs (a) through (b) of this section of the Plan (collectively, the **“Releasing
19 Parties”**): (a) the Released Parties; and (b) with respect to each of the foregoing Persons and
20 Entities in clause (a), such Person and their, or such Entity and its, current and former directors,
21 managers, officers, employees, equity holders (regardless of whether such interests are held directly
22 or indirectly), interest holders, predecessors, successors, and assigns, subsidiaries, affiliates,
23 managed accounts or funds, and each of their respective current and former equity holders, officers,
24 directors, managers, principals, shareholders, members, management companies, fund advisors,
25 employees, agents, advisory board members, financial advisors, partners, attorneys, accountants,
26 investment bankers, consultants, representatives, and other professionals. For the avoidance of
27 doubt, (i) “Releasing Parties” excludes Non-Settling Insurers and (ii) Non-Settling Insurers are not
28 giving any Releases to Released Parties under the Plan.

1 1.1.107. **“Reorganized Debtor”** means the Debtor upon the occurrence of the
2 Effective Date and thereafter.

3 1.1.108. **“Schedules”** means, to the extent required, the schedules of assets
4 and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial
5 affairs Filed by the Debtor under Section 521 of the Bankruptcy Code, as the same may have been
6 amended, modified, or supplemented from time to time.

7 1.1.109. **“Secured”** means, when referring to a Claim, a Claim: (a) secured
8 by a lien on property in which the Estate has an interest, which lien is valid, perfected, and
9 enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject
10 to setoff pursuant to Section 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s
11 interest in an Estate’s interest in such property or to the extent of the amount subject to setoff, as
12 applicable, as determined pursuant to Section 506(a) of the Bankruptcy Code; or (b) otherwise
13 Allowed by the Plan as a Secured Claim.

14 1.1.110. **“SERP”** means the Diocese of Oakland Priests Supplemental
15 Retirement Plan.

16 1.1.111. **“Settling Insurer”** means any defendant in the Coverage Action
17 with whom (i) the Debtor has executed a settlement agreement as of the Effective Date, or (ii) the
18 Survivors’ Trust executes a settlement agreement after the Effective Date.

19 1.1.112. **“Survivors’ Trust”** means the trust created for the benefit of the
20 Survivors’ Trust Beneficiaries in accordance with this Plan, the Confirmation Order, and the
21 Survivors’ Trust Agreement.

22 1.1.113. **“Survivors’ Trust Advisory Committee”** means the Entity created
23 under Section 9.1.3 of the Plan.

24 1.1.114. **“Survivors’ Trust Agreement”** means the agreement establishing
25 the Survivors’ Trust in conformity with the provisions of the Plan approved in the Confirmation
26 Order and entered into by the Reorganized Debtor on behalf of the Survivors’ Trust Beneficiaries
27 and the Survivors’ Trustee on the Effective Date, pursuant to the terms of the Plan. A copy of the
28 form of the Survivors’ Trust Agreement shall be Filed with the Plan Supplement.

1 1.1.115. **“Survivors’ Trust Assets”** means collectively, whether contributed
2 on or after the Effective Date, and including all proceeds thereof, (i) the Debtor Cash Contribution,
3 (ii) all Non-Debtor Catholic Entity Contributions, (iii) any proceeds of Insurance Settlement
4 Agreements realized by the Debtor (before the Effective Date) or the Survivors’ Trust (after the
5 Effective Date), and (iv) the Assigned Insurance Interests.

6 1.1.116. **“Survivors’ Trust Beneficiaries”** means Holders of Allowed Class
7 4 and Class 5 Claims.

8 1.1.117. **“Survivors’ Trust Distribution Plan”** means the plan and
9 guidelines for distributing liquid assets of the Survivors’ Trust to Abuse Claimants and Unknown
10 Abuse Claims, the form of which shall be filed with the Plan Supplement.

11 1.1.118. **“Survivors’ Trust Documents”** means all documents necessary to
12 establish and administer the Survivors’ Trust, including without limitation the Survivors’ Trust
13 Agreement and the Survivors’ Trust Distribution Plan.

14 1.1.119. **“Survivors’ Trustee”** means the person appointed as trustee of the
15 Survivors’ Trust in accordance with the terms of the Plan, the order confirming the Plan, and the
16 Survivors’ Trust Documents, or any of their successors.

17 1.1.120. **“Tax Code”** means the Internal Revenue Code of 1986, as amended.

18 1.1.121. **“Third Amended Disclosure Statement”** means the *Third*
19 *Amended Disclosure Statement for Debtor’s Third Amended Plan of Reorganization* filed in the
20 Chapter 11 Case as Docket No. 1874, including all exhibits and schedules thereto and references
21 therein that relate to the Plan.

22 1.1.122. **“Trust Claimant”** means the Holder of a Trust Claim.

23 1.1.123. **“Trust Claims”** means the Abuse Claims of Holders who have not
24 elected to receive an Immediate Payment, which Claims shall be reviewed and allocated a
25 percentage of the Survivors’ Trust recovery pool based on numerical scaling factors (but not based
26 on alleged dollar value of the Claim) by the Abuse Claims Reviewer pursuant to the procedures set
27 forth in the Survivors’ Trust Documents.

28 1.1.124. **“U.S. Trustee”** means the Office of the United States Trustee for

1 Region 17, which includes the Northern District of California.

2 1.1.125. “**U.S. Trustee Fees**” means quarterly fees owed to the U.S. Trustee
3 under 28 U.S.C. § 1930(a)(6).

4 1.1.126. “**Unexpired Lease**” means a lease of nonresidential real property to
5 which the Debtor is a party that is subject to assumption or rejection under Sections 365 or 1123 of
6 the Bankruptcy Code.

7 1.1.127. “**Unimpaired**” means, with respect to a Class of Claims, a Claim that
8 is unimpaired within the meaning of Section 1124 of the Bankruptcy Code, including without
9 limitation through payment in full in Cash.

10 1.1.128. “**Unknown Abuse Claim**” means an Abuse Claim arising out of an
11 alleged act of sexual abuse that occurred on or before the Effective Date for which (a) no Proof of
12 Claim was Filed or deemed timely Filed on or before the Claims Bar Date, or (b) a Proof of Claim
13 was Filed after the Claims Bar Date or otherwise submitted to the Survivors’ Trustee, if such Abuse
14 Claim was not untimely under California state law (*e.g.* not discovered or reasonably discoverable
15 before the Claims Bar Date, or subject to a new law re-opening the claims window).

16 1.1.129. “**Unknown Abuse Claims Representative**” means the Person or
17 Entity appointed by the Court to represent the interests of Holders of Unknown Abuse Claims,
18 including without limitation for actions to be taken on behalf of Holders of Unknown Abuse Claims
19 under this Plan.

20 1.1.130. “**Unknown Abuse Claims Reserve**” means the reserve established
21 on the Effective Date pursuant to the Survivors’ Trust Documents for the benefit of Holders of
22 Class 5 Claims.

23 1.1.131. “**Unsecured Claim**” means a Claim, including without limitation an
24 Abuse Claim or Unknown Abuse Claim, that is not an Administrative Claim, Fee Claim, Priority
25 Claim, Priority Tax Claim, or Secured Claim.

26 **1.2. Construction of Terms**

27 1.2.1. The singular of any of the foregoing definitions includes the plural and vice
28 versa where the context so requires, “includes” and “including” are not limiting, “may not” is

1 prohibitive and not permissive, and “or” is not exclusive.

2 1.2.2. A term used in the Plan, whether or not capitalized, that is not defined in the
3 Plan but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to
4 the term in the Bankruptcy Code or Bankruptcy Rules, as applicable.

5 1.2.3. The headings in the Plan are for convenience of reference only and shall not
6 limit or otherwise affect the provisions of the Plan.

7 **1.3. Appendices and Plan Documents.**

8 All Plan Documents and appendices to the Plan are incorporated into this Plan by reference
9 and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and
10 the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation
11 Order. Holders of Claims or their counsel may inspect a copy of the Plan Documents, once filed,
12 in the Office of the Clerk of the Bankruptcy Court during normal business hours, or may obtain a
13 copy of the Plan Documents by sending a written request to the following email address:
14 RCBOInfo@veritaglobal.com.

15 **ARTICLE II**
16 **SUMMARY OF CLASSIFICATION OF CLAIMS**

17 **2.1. Claims Provided For Herein.** Various types of Claims are defined or described in
18 this Plan. This Plan is intended to deal with all Claims against the Debtor or property of the Debtor
19 or the Debtor’s Estate of whatever character, whether or not with recourse, contingent or non-
20 contingent, liquidated or unliquidated, and whether or not previously Allowed by the Bankruptcy
21 Court pursuant to Section 502 of the Bankruptcy Code, which arise in any manner or from any
22 event or circumstance arising before the Effective Date. However, only those Claims Allowed
23 pursuant to Section 502 of the Bankruptcy Code will receive any distribution under this Plan. All
24 Claims against the Debtor will be discharged without any distribution, recovery, recourse, or
25 residual interest or right to the extent not expressly included in any Class or otherwise provided any
26 treatment hereunder.

27 **2.2. Unclassified Claims.** All Claims except Administrative Expense Claims, Priority
28 Tax Claims, Fee Claims, U.S. Trustee Fee Claims, and Cure Claims (collectively, the “Unclassified”

1 Claims”) are placed in the Classes listed in this Article II. In accordance with Section 1123(a)(1)
 2 of the Bankruptcy Code, the Unclassified Claims, as described in Article III of this Plan, have not
 3 been classified and thus are excluded from the Classes summarized in Section 2.3 and Article IV
 4 of the Plan.

5 **2.3. Claims Classification.** A Claim is classified in a particular Class only to the extent
 6 that the Claim qualifies within the description of that Class and is classified in other Classes to the
 7 extent that any remainder of the Claim qualifies within the description of such other Classes. For
 8 purposes of this Plan, the Classes of Claims against the Debtor shall be as follows:

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

21 **2.4. Previously-Submitted Ballots Recognized.** Unless otherwise ordered by the
 22 Bankruptcy Court, the vote for each voting Class shall be counted based on the votes of Creditors
 23 in each such Voting Class for the *Debtor’s Third Amended Plan of Reorganization* [Dkt. No. 1830].
 24 Notwithstanding the foregoing, any creditor who submitted a Ballot wishing to change its vote from
 25

26 _____
 27 ² Should the Court order the Debtor to solicit votes on this Plan, the Debtor will solicit the vote of
 28 RCC’s Class 1 Claim. To the extent the Court does not order the Debtor to solicit votes on this
 Plan, Class 1 shall be non-voting and shall not constitute a consenting impaired class for purposes
 of Bankruptcy Code section 1129(a)(10).

1 opposing to supporting or vice versa may do so upon written notice filed with the Bankruptcy Court
2 no later than the deadline set by the Bankruptcy Court for filing objections to the Fourth Amended
3 Plan. A creditor that did not submit a Ballot for the *Debtor's Third Amended Plan of Reorganization*
4 may still object to or support this Fourth Amended Plan, but may not be counted as a vote for or
5 against the Fourth Amended Plan.

6
7 **ARTICLE III**
8 **TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS,**
9 **PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE'S FEES**

10 The following Claims shall not be classified hereunder but shall be entitled to the treatment
11 set forth in this Article.

12 **3.1. *Administrative Expense Claims***

13 3.1.1 *Treatment of Administrative Expense Claims.* Except to the extent a Holder
14 of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to
15 such Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense
16 Claim shall receive, on account of and in full and complete settlement, release and discharge of,
17 and in exchange for, such Claim, payment of Cash in an amount equal to such Allowed
18 Administrative Expense Claim on or as soon as reasonably practicable after the later of: (a) the
19 Effective Date; (b) the first Business Day after the date that is thirty (30) calendar days after the
20 date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim;
21 (c) such other date(s) as such Holder and the Debtor or the Reorganized Debtor shall have agreed;
22 or (d) such other date ordered by the Bankruptcy Court; provided, however, Allowed
23 Administrative Expense Claims arising in the ordinary course of the Debtor's operations during the
24 Chapter 11 Case may be paid by the Debtor or the Reorganized Debtor (as applicable) in the
25 ordinary course of business and in accordance with the terms and conditions of the particular
26 agreements governing such obligations, course of dealing, course of operations, or customary
27 practice.

28 3.1.2 *Administrative Expense Claims Bar Date.* Except as provided for herein or

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

14 **3.2. Priority Tax Claims.** The legal and equitable rights of Holders of Priority Tax
15 Claims are Unimpaired under the Plan. Except to the extent a Holder of an Allowed Priority Tax
16 Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall
17 receive on account of and in full and complete settlement, release and discharge of, and in exchange
18 for, such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim
19 on, or as soon thereafter as is reasonably practicable, the later of: (a) the Effective Date, to the
20 extent such Claim is an Allowed Priority Tax Claim on the Effective Date; (b) the first Business
21 Day after the date that is thirty (30) days after the date such Priority Tax Claim becomes an Allowed
22 Priority Tax Claim; and (c) the date such Allowed Priority Tax Claim is due and payable in the
23 ordinary course as such obligation becomes due; provided, however, that the Debtor and
24 Reorganized Debtor each reserves the right to prepay all or a portion of any such amounts at any
25 time under this option without penalty or premium.

26 **3.3. Fee Claims.** All Professionals or other Entities requesting the final allowance and
27 payment of a Fee Claim for services rendered during the period from the Petition Date to and
28 including the Effective Date shall File final applications for allowance and payment of such Fee

1 Claims no later than the first Business Day that is forty-five (45) days after the Effective Date.
2 Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the applicable
3 Professional no later than the first Business Day that is 30 days after the Filing of the final fee
4 application that relates to the Fee Claim (unless otherwise agreed by the Debtor or the Reorganized
5 Debtor, as applicable, and the Professional requesting allowance and payment of a Fee Claim). An
6 Allowed Fee Claim, including any amounts previously held back by Order of the Bankruptcy Court,
7 shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court no later than
8 the first Business Day that is twenty-one (21) calendar days after the entry of a Final Order
9 Allowing the Fee Claim. The Reorganized Debtor is authorized to pay compensation for services
10 rendered or reimbursement of expenses incurred by its Professionals after the Effective Date in the
11 ordinary course and without the need for Bankruptcy Court approval. Unless otherwise directed
12 by the Bankruptcy Court, all Professionals filing final fee applications shall comply with the *Order*
13 *Appointing Fee Examiner and Establishing Procedures for Review of Interim and Final Fee*
14 *Applications Filed by Estate Professionals* [Docket No. 1122] entered in the Chapter 11 Case,
15 including any subsequent amendments.

16 **3.4. Cure Claims.** Cure Claims shall be paid in full in accordance with, and at such
17 times as are set forth in, Section 7.2 of the Plan.

18 **3.5. United States Trustee Fees.** To the extent any U.S. Trustee Fees have become due
19 before the Effective Date and have not previously been paid, then such fees shall be paid pursuant
20 to 11 U.S.C. § 1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period
21 from and after the Effective Date shall be paid as provided in Section 12.8.4 of the Plan.

22 **ARTICLE IV**
23 **TREATMENT OF CLASSIFIED CLAIMS**

24 **4.1. Class 1 – Secured Claim of RCC**

25 4.1.1 *Description.* Class 1 shall consist of the Allowed Secured Claim of RCC.

26 4.1.2 *Treatment.* Except to the extent RCC agrees to less favorable treatment of
27 its Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for its
28 Allowed Secured Claim, RCC shall receive payment in full of the amount of its Allowed Secured

1 Claim pursuant to the terms of the RCC Prepetition Loan Documents, provided that (a) the Debtor
2 or Reorganized Debtor, as appropriate, shall not be required to pay default interest, late payment
3 fees, or any equivalent penalty or fee based non-payment of any principal payments that were due
4 on or before the Effective Date; and (b) the amount of all principal payments that were due prior to
5 the Effective Date and remain unpaid as of the Effective Date shall be amortized over the remaining
6 term of the loan under the RCC Prepetition Loan Documents.

7 4.1.3 *Impairment and Voting.* Class 1 is Impaired under the Plan. With the
8 consent of RCC, RCC shall be presumed to have accepted the Plan under Section 1126(f) of the
9 Bankruptcy Code and shall not be considered as an impaired consenting Class for purposes of
10 Section 1129(a)(10) of the Bankruptcy Code.

11 **4.2. Class 2 – Priority Unsecured Claims**

12 4.2.1 *Description.* Class 2 shall consist of all Allowed Priority Unsecured Claims,
13 other than non-classified claims set forth in Article III.

14 4.2.2 *Treatment.* Except to the extent a Holder of an Allowed Priority Unsecured
15 Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement,
16 release, and discharge of and in exchange for such Allowed Priority Unsecured Claim, each such
17 Holder shall receive payment in Cash in an amount equal to such Allowed Priority Unsecured
18 Claim, payable on or as soon as reasonably practicable after the later of (a) the Effective Date,
19 (b) the date when such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim,
20 or (c) the date on which the Holder of such Priority Unsecured Claim and the Debtor or Reorganized
21 Debtor, as applicable, shall otherwise agree in writing.

22 4.2.3 *Impairment and Voting.* Class 2 is Unimpaired under the Plan. Each Holder
23 of a Class 2 Claim is conclusively presumed to have accepted the Plan under Section 1126(f) of the
24 Bankruptcy Code and was not entitled to vote on the Plan.

25 **4.3. Class 3 – General Unsecured Claims**

26 4.3.1 *Description.* Class 3 shall consist of all Allowed General Unsecured Claims.
27 Class 3 does not include Abuse Claims.

28 4.3.2 *Treatment.* Except to the extent a Holder of an Allowed General Unsecured

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

9 4.3.3 *Impairment and Voting.* Class 3 is Impaired under the Plan. Each Holder of
10 a Class 3 Claim was entitled to vote to accept or reject the Plan.

11 **4.4. Class 4 – Abuse Claims**

12 4.4.1 *Description.* Class 4 shall consist of all Allowed Abuse Claims, other than
13 Unknown Abuse Claims.

14 4.4.2 *Treatment.* This Plan creates the Survivors' Trust to fund payments to
15 Holders of Allowed Abuse Claims entitled to such payments under the Plan and the Survivors'
16 Trust Documents. Except to the extent a Holder of an Allowed Abuse Claim agrees to less
17 favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge
18 of and in exchange for such Allowed Abuse Claim, each such Holder shall receive their allocable
19 share of the Survivors' Trust Assets at the time and in the manner set forth in Articles VIII and IX
20 hereof and the Survivors' Trust Documents. It is intended that any payment on an Allowed Abuse
21 Claim will constitute payment for damages on account of personal physical injuries or sickness
22 arising from an occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

23 4.4.3 *Impairment and Voting.* Class 4 Claims are Impaired under the Plan. Each
24 Holder of a Class 4 Claim was entitled to vote to accept or reject the Plan.

25 **4.5. Class 5 – Unknown Abuse Claims**

26 4.5.1 *Description.* Class 5 shall consist of all Allowed Unknown Abuse Claims.

27 4.5.2 *Treatment.* The Unknown Abuse Claims Reserve shall be established on the
28 Effective Date pursuant to the Survivors' Trust Documents. Except to the extent a Holder of an

1 Allowed Unknown Abuse Claim agrees to less favorable treatment of such Claim, in full and final
2 satisfaction, settlement, release, and discharge of and in exchange for such Allowed Unknown
3 Abuse Claim, each such Holder shall receive their allocable share of the Unknown Abuse Claims
4 Reserve at the time and in the manner set forth in Articles VIII and IX hereof and the Survivors'
5 Trust Documents. It is intended that any payment on an Allowed Unknown Abuse Claim will
6 constitute payment for damages on account of personal physical injuries or sickness arising from
7 an occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

8 4.5.3 *Impairment and Voting.* Class 5 Claims are Impaired under the Plan. The
9 Unknown Abuse Claims Representative was entitled to vote to accept or reject the Plan on behalf
10 of all Holders of Class 5 Claims and submitted a single Ballot on behalf of all such Holders.

11 **4.6. Class 6 – Non-Abuse Litigation Claims**

12 4.6.1 *Description.* Class 6 shall consist of all Allowed Non-Abuse Litigation
13 Claims.

14 4.6.2 *Treatment.* This Plan creates the Non-Abuse Litigation Reserve to fund
15 payments to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section 12.7 of
16 the Plan. Except to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees to less
17 favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge
18 of and in exchange for such Allowed Non-Abuse Litigation Claim, each such Holder shall receive
19 their allocable share of the Non-Abuse Litigation Reserve.

20 4.6.3 *Impairment and Voting.* Class 6 Claims are Impaired under the Plan. Each
21 Holder of a Class 6 Claim was entitled to vote to accept or reject the Plan.

22 **4.7. Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims**

23 4.7.1 *Description.* Class 7A shall consist of all Abuse Related Contribution
24 Claims against the Debtor arising out of a Class 4 Claim.

25 4.7.2 *Treatment.* To the extent RCWC is a Holder of a Class 7A Claim, it shall
26 be deemed to have waived its Class 7A Claim against the Debtor, Reorganized Debtor, the Estate,
27 the Survivors' Trust, and any Settling Insurer in exchange for the treatment provided by this Plan.
28 Any Holder of a Class 7A Claim other than RCWC shall have its Class 7A Claim Disallowed.

1 of the objections that could otherwise have been asserted in the Chapter 11 Case, as provided in
2 Articles VIII and IX hereof.

3 **5.2.3 Time for Objections.** Subject to Section 5.2.2, above, the Reorganized
4 Debtor and the Survivors' Trust may File an objection to any Claim at any time through the closing
5 of the Chapter 11 Case. For all other parties in interest except with respect to Non-Settling Insurers
6 as set forth in Section 1.1.32 hereof, an objection to a Claim must be Filed on or before the Claims
7 Objection Deadline. As set forth in Section 1.1.32 hereof, the Claims Objection Deadline does not
8 apply to any Non-Settling Insurer who agrees to defend against any Abuse Claim Holder who elects
9 the Litigation Option as set forth in Section 5.2.2 and Articles VIII and IX hereof, as to such defense
10 in the appropriate non-bankruptcy forum.

11 **5.2.4 Disputed Claim.** Upon the filing of an objection to a Claim, the Claim shall
12 be a Disputed Claim.

13 **5.3. Treatment of Disputed Claims.** Until such time as an unliquidated Claim,
14 contingent Claim, or unliquidated or contingent portion of a Claim becomes Allowed or is
15 Disallowed, such Claim will be treated as a Disputed Claim for all purposes related to Plan
16 distributions. No distribution shall be made on account of any Disputed Claim unless and until all
17 objections to such Disputed Claim have been settled or withdrawn or have been determined by an
18 order which has become a non-appealable order, and the Disputed Claim has become an Allowed
19 Claim. In the event that Disputed Claims in Class 2 or Class 3 are pending at the time of a
20 distribution under the Plan, the Reorganized Debtor shall maintain a reasonable reserve for such
21 Disputed Claims. No distribution of such reserved funds for a Disputed Claim shall be made until
22 such Disputed Claim has been resolved by order of the Court or compromise consistent with the
23 terms of the Plan and the Bankruptcy Code. Distributions for Disputed Claims in Class 4 or Class
24 5 shall be as provided in the Survivors' Trust Distribution Plan and/or other Survivors' Trust
25 Documents.

26 **5.4. Late-Filed Claims.** Any Claim for which the Bar Date Order required a Proof a
27 Claim to be submitted, but for which Claim no Proof of Claim was submitted, on or before their
28 applicable Claims Bar Date, or which are not otherwise deemed timely or Allowed by order of the

1 Bankruptcy Court, shall receive no distribution under this Plan. Such Claims shall be deemed
2 Disallowed Claims and shall be expunged. The submission of a Ballot shall not constitute an
3 amendable informal Proof of Claim or an amendment to a previously filed Proof of Claim or
4 scheduled Claim. Any amendment to an otherwise timely filed Proof of Claim must be Filed on or
5 before the Confirmation Date, provided that the foregoing shall not waive or modify the right of
6 any party in interest to object to amendment of a Claim before the Confirmation Date. The
7 Unknown Abuse Claims Representative need not submit or File a Proof of Claim on behalf of
8 Holders of Class 5 Claims as a prerequisite to vote on the Plan or for any Class 5 Claims to be
9 deemed Allowed. Holders of Class 5 Claims, if any, shall submit their Claims in accordance with
10 the procedure for submitting Unknown Abuse Claims under the Trust Documents.

11 **5.5. Claim Estimation.** To effectuate distributions pursuant to the Plan and avoid undue
12 delay in the administration of the Plan, the Reorganized Debtor or the Survivors' Trustee, as
13 applicable, shall have the right to seek an order of the Court pursuant to Section 502(c) of the
14 Bankruptcy Code as to any Disputed Claim, estimating or limiting: (i) the amount that must be
15 withheld from or reserved for distribution purposes on account of such Disputed Claim, (ii) the
16 amount of such Claim for allowance or disallowance purposes, or (iii) the amount of such Claim
17 for any other purpose permitted under the Bankruptcy Code. Whether any such Claim is subject to
18 estimation pursuant to Section 502(c) of the Bankruptcy Code, and the timing and procedures for
19 such estimation proceedings, if any, shall be determined by the Court pursuant to applicable law.

20 **5.6. No Distribution to Disallowed Claims.** Notwithstanding any provision herein to
21 the contrary, no distribution shall be made on account of any Claim which (i) is not an Allowed
22 Claim in whole or in part, or (ii) has otherwise been deemed or determined to be a Disallowed
23 Claim.

24 **5.7. Timing of Distributions to Allowed Claims.**

25 **5.7.1 Next Business Day.** Whenever any distribution to be made pursuant to the
26 Plan would otherwise be due on a day other than a Business Day, such distribution shall be due on
27 the immediately succeeding Business Day.

28 **5.7.2 Timeliness.** Any distribution to be made by the Reorganized Debtor

1 pursuant to the Plan or agreements entered into pursuant to the Plan, or by the Survivors' Trust
2 pursuant to the Plan or Survivors' Trust Documents or agreements entered into pursuant to either,
3 shall be deemed to have been timely made if made within fifteen (15) days after the time therefor
4 specified in the Plan or such other agreements between the Holder of a Claim and the Debtor,
5 Reorganized Debtor, or Survivors' Trust, as applicable. No additional interest shall accrue or be
6 paid with respect to any distribution as a consequence of such distribution not having been made
7 on the date specified therefor herein. For the avoidance of doubt, this section does not modify the
8 terms of assumed Executory Contracts or Unexpired Leases of non-residential real property.

9 **5.8. Transfers of Claims.** As of the close of business on the Confirmation Date, there
10 shall be no further changes in the record Holders of Claims for purposes of distributions under the
11 Plan unless the Reorganized Debtor (as to all Claims other than Class 4 and Class 5 Claims) or the
12 Survivors' Trustee (as to Class 4 and Class 5 Claims) otherwise agree. Neither the Reorganized
13 Debtor nor the Survivors' Trustee shall have any obligation to recognize any unapproved transfer
14 of Claims occurring after the Confirmation Date.

15 **5.9. Prepayment.** Notwithstanding anything to the contrary herein or in the Plan
16 Documents, the Reorganized Debtor may prepay all or any portion of an Allowed Claim payable
17 by the Reorganized Debtor or a note issued by the Debtor or Reorganized Debtor in payment of an
18 Allowed Claim at any time without charge or penalty.

19 **5.10. Delivery of Distributions.** Distributions to Holders of Allowed Claims, other than
20 Class 4 or Class 5 Claims, will be sent to (i) the addresses set forth in any written notice of address
21 change delivered to the Debtor or the Reorganized Debtor after the date of any related Proof of
22 Claim; (ii) the address set forth on such Holder's Proof of Claim Filed with the Court; (iii) the
23 address set forth on the Schedules, if no Proof of Claim has been filed and no notice of change of
24 address has been received; or (iv) the last known address reflected in the Debtor's books and
25 records. Distributions to Abuse Claimants and Unknown Abuse Claimants from the Survivors'
26 Trust Assets will be made in accordance with the Survivors' Trust Documents.

27 **5.11. Unclaimed Distributions.** If a Holder of an Allowed Claim cannot be located after
28 reasonable effort, or otherwise fails to accept a distribution within ninety (90) days following the

1 date of such distribution, then the distribution to such Holder shall be canceled and there shall be
2 no further distributions required with respect to such Claim.

3 **5.12. No Interest.** Unless otherwise specifically provided for in the Plan, by applicable
4 law (including Section 506(b) of the Bankruptcy Code), or agreed to by the Debtor or the
5 Reorganized Debtor (as applicable): (i) interest shall not accrue or be paid on any Claim, and no
6 Holder of any Claim shall be entitled to interest accruing on and after the Petition Date on account
7 of any Claim; and (ii) without limiting the foregoing, interest shall not accrue on or be paid on any
8 Disputed Claim in respect of the period from the Effective Date to the date a final distribution is
9 made when and if such Disputed Claim becomes an Allowed Claim.

10 **5.13. Provisions Governing Unimpaired Claims.** Except as otherwise provided in the
11 Plan, nothing will affect the Debtor's or the Reorganized Debtor's rights and defenses with respect
12 to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable
13 defenses to, or setoffs or recoupments against, such Unimpaired Claims.

14 **5.14. Additional Terms Regarding Class 4 and Class 5 Claims.** Except as otherwise
15 provided herein, terms for resolution of and distribution in connection with Abuse Claims in Class
16 4 or Class 5 shall be as provided in the Survivors' Trust Documents. For the avoidance of doubt,
17 (i) any such Abuse Claimant shall not recover in the aggregate from the Survivors' Trust and any
18 Non-Settling Insurer an amount greater than the amount of the judgment issued by the applicable
19 court of competent jurisdiction on the underlying Abuse Claim, (ii) any such Abuse Claimant is not
20 barred by this Section 5.14 from seeking extracontractual damages under the holding of *Hand v.*
21 *Farmers Ins. Exchange*, 23 Cal. App.4th 1847 (1994) ("*Hand*"), and (iii) all defenses and the rights
22 of any Non-Settling Insurer to oppose any such claim by an Abuse Claimant under *Hand* are fully
23 preserved, including that *Hand* is not a correct statement of applicable law and that it would not
24 apply to any such asserted claim.

25 **ARTICLE VI**
26 **VOTING ON THE PLAN**

27 **6.1. Voting Classes.** Only Holders of Claims in Classes 3, 4, 5, and 6 are Impaired and
28 entitled to vote to accept or reject the Plan. The Class 1 Claim is impaired, but the Debtor shall not

1 solicit its vote on the Plan unless ordered by the Court. Class 2 Claims are Unimpaired, and the
2 Holders of such Claims are presumed to accept the Plan. Class 7A and 7B Claims are Impaired,
3 and Holders of such Claims are presumed to reject the Plan. A Class shall have accepted this Plan
4 if this Plan is accepted by at least two-thirds in the aggregate dollar amount, and more than one-
5 half in number of Holders, of the Allowed Claims of such Class that have voted to either accept or
6 reject the Plan.

7 **6.2. Elimination of Vacant Classes.** Any Class of Claims that does not have a Holder
8 of an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court for purposes of
9 voting as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for
10 purposes of voting to accept or reject the Plan and for purposes of determining acceptance or
11 rejection of the Plan by such Class pursuant to Section 1129(a)(8) of the Bankruptcy Code.

12 **6.3. Effect of Objections.** If an objection to a Claim is filed before the deadline
13 established for voting on the Plan, the Holder of such Claim cannot vote and any Ballot submitted
14 by such Holder shall not be counted unless the Court, after notice and hearing, either overrules the
15 objection or orders that the Claim be Allowed for voting purposes.

16 **ARTICLE VII**
17 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

18 **7.1. Prior Orders.** All orders of the Court entered in the Chapter 11 Case authorizing
19 the assumption or rejection of Executory Contracts or Unexpired Leases pursuant to Section 365
20 of the Bankruptcy Code are hereby ratified.

21 **7.2. Assumption of Contracts and Unexpired Leases.**

22 **7.2.1 Contracts to be Assumed.** The following Executory Contracts shall be
23 assumed as of the Effective Date, pursuant to Section 365 of the Bankruptcy Code, by confirmation
24 of this Plan. Entry of the Confirmation Order shall constitute approval, pursuant to Sections 365(a)
25 and 1123 of the Bankruptcy Code, for the assumption of each Executory Contract assumed under
26 this Section 7.2. Each Executory Contract assumed by the Debtor will re-vest in and be fully
27 enforceable by the Reorganized Debtor in accordance with its terms, except as such terms are
28 modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and

1 providing for its assumption, or by applicable law.

2 7.2.1.1 *Employee Benefits:* On the Effective Date, all Assumed
3 Employee Benefit Plans are deemed to be, and shall be treated as, Executory Contracts
4 under this Plan, and shall be assumed as of the Effective Date. All outstanding payments
5 which are accrued and unpaid as of the Effective Date pursuant to the Assumed Employee
6 Benefit Plans shall be made by the Reorganized Debtor on the later of (i) the Effective Date,
7 (ii) as soon as practicable thereafter, or (iii) when otherwise due under the applicable
8 Assumed Employee Benefit Plan. Such assumption shall have the effect of curing and
9 reinstating the rights of the employee beneficiaries, and shall result in the full release and
10 satisfaction of any Claims and Causes of Action against the Debtor or defaults by the Debtor
11 arising under any Assumed Employee Benefit Plan at any time before the Effective Date.
12 Any Proofs of Claim filed with respect to an Assumed Employee Benefit Plan shall be
13 deemed Disallowed Claims and expunged, without further notice to or action, order, or
14 approval of the Bankruptcy Court.

15 7.2.1.2 *Assumption of Other Contracts:* Except for any Executory
16 Contract: (i) previously rejected by order of the Bankruptcy Court, (ii) subject to a pending
17 motion to reject before the Bankruptcy Court, (iii) previously expired or terminated
18 pursuant to its own terms, or (iv) treated otherwise under this Plan, each Executory Contract
19 entered into by the Debtor prior to the Petition Date shall be assumed, unless and except as
20 otherwise provided in the Plan, Confirmation Order, or Insurance Settlement Agreement.

21 7.2.2 *Cure Amount and Payment.* As to each assumed Executory Contract, unless
22 an Assumption Objection is filed no later than the deadline set forth below, the cure amount
23 required under Section 365(b)(1) of the Bankruptcy Code shall be the amount set forth on the
24 Executory Contract Cure Schedule, as it may be amended from time to time prior to Confirmation,
25 or no payment if such Executory Contract is not listed on the Executory Contract Cure Schedule
26 (for the avoidance of doubt, unless a different amount is set forth on the Executory Contract Cure
27 Schedule, the Debtor contends that no cure payment is required). Such payment shall be made by
28 the Debtor in full in Cash on the later of the Effective Date or when any Assumption Objection

1 regarding the cure amount for the applicable Executory Contract is resolved by the Bankruptcy
2 Court, or on such other terms as the parties to each such Executory Contract may otherwise agree.

3 **7.2.3 Objections to Assumption and Cure.** Any Person who is a party to an
4 Executory Contract assumed under the Plan must File with the Court and serve upon interested
5 parties an Assumption Objection. An Assumption Objection shall be accompanied by a declaration
6 or other sufficient evidence setting forth the basis for any objection to assumption of that party's
7 Executory Contract or Unexpired Lease, including without limitation as to the cure amount, on or
8 before the later of: (i) the deadline set for filing of objections to confirmation of the Plan, or
9 (ii) seven (7) days after the filing of the Executory Contract Cure Schedule (or any amendment
10 thereto affecting such executory contract). Any Entity that fails to timely file and serve an
11 Assumption Objection will be deemed to waive any and all objections to the proposed assumption
12 of its Executory Contract. A hearing on the Assumption Objections will take place at the hearing
13 on Confirmation, or as soon thereafter as the Court is available.

14 **7.3. Rejection of CCCEB Lease.** In connection with and contingent upon the execution
15 of the CCCEB Settlement, the Unexpired Lease between the Debtor and CCCEB in effect as of the
16 Petition Date, together with any other contracts or agreements between the Debtor and CCCEB
17 related to use or possession of the Cathedral Property, shall be rejected as of the Effective Date.

18 **7.4. Rejection of Contracts.**

19 **7.4.1 Rejected Contracts.** Any Executory Contract or Unexpired Lease
20 specifically identified in the Executory Contract Rejection Schedule shall be rejected as of the
21 Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to
22 Section 365(a) of the Bankruptcy Code, of the rejection of such Executory Contracts and Unexpired
23 Leases pursuant to the provisions of the Plan.

24 **7.4.2 Bar Date for Rejection Claims.** Any Claim arising out of the rejection of an
25 Executory Contract or Unexpired Lease shall be a Disallowed Claim and forever barred and shall
26 not be enforceable against the Debtor, the Reorganized Debtor, the Estate, or the Survivors' Trust
27 and shall not be entitled to any distribution under the Plan, unless a Proof of Claim for such rejection
28 Claim is filed and served on the Reorganized Debtor within twenty-one (21) days after the later of

1 8.1.1. The Insurance Assignment is made free and clear of all Claims, liens,
2 encumbrances, or Causes of Action of any nature whatsoever pursuant to Section 363(f) of the
3 Bankruptcy Code, except for rights and defenses of the Non-Settling Insurers, including available
4 limits of liability for coverage of certain types of claims under one or more of the Abuse Insurance
5 Policies that may have been reduced by certain prepetition payments made by an Insurer under any
6 of the Abuse Insurance Policies.

7 8.1.2. The Survivors' Trust shall be solely responsible for satisfying, to the extent
8 required under applicable law or the Abuse Insurance Policies, any premiums, deductibles, self-
9 insured retentions, and fronting obligations arising in any way out of any and all Abuse Claims.

10 8.1.3. Upon the effectiveness of the Insurance Assignment, the Survivors' Trust
11 shall have whatever obligations, if any, that exist under the Abuse Insurance Policies under
12 applicable law, including without limitation all notice obligations required under the Abuse
13 Insurance Policies and applicable law pertaining to Abuse Claims.

14 8.1.4. The Insurance Assignment is absolute upon entry of the Confirmation Order,
15 and conditioned upon the occurrence of the Effective Date, and requires no further action by the
16 Released Parties, the Survivors' Trust, the Bankruptcy Court, the Non-Settling Insurers, or any
17 other Entity.

18 8.1.5. The Insurance Assignment shall be governed by, and construed in
19 accordance with, the Bankruptcy Code and the laws of the state of California, without regard to
20 conflict of law principles.

21 8.1.6. Subject to the terms hereof, the Insurance Assignment shall be effective to
22 the maximum extent permissible under applicable law and the terms of the Abuse Insurance
23 Policies.

24 **8.2. Insurance Coverage for Abuse Claims.**

25 8.2.1. As set forth in Article IX of this Plan, Abuse Claimants who do not elect to
26 receive an Immediate Payment may seek to have their claim satisfied by electing either (i) the
27 Distribution Option (defined in Section 9.8.4 hereof), or (ii) for the purpose of recovering from one
28 or more Non-Settling Insurers under their respective Insurance Policies, the Litigation Option

1 (defined in Section 9.8.4 hereof). Absent agreement of the applicable Non-Settling Insurer(s), the
2 Abuse Claimant may only litigate coverage of such Holder's Abuse Claim under the Non-Settling
3 Insurer's Abuse Insurance Policy(ies) by electing the Litigation Option. Only the applicable Abuse
4 Claimant may seek recovery for such Abuse Claim against a Non-Settling Insurer pursuant to an
5 Abuse Insurance Policy issued by such Non-Settling Insurer and the Insurance Assignment to the
6 Survivor's Trust is subject to the exclusive rights of such Holders.

7 8.2.2. After Confirmation, any Abuse Claimant who elects the Litigation Option,
8 i.e. to pursue the Holder's Claim in the non-bankruptcy court system against the Debtor as a
9 nominal party only or (only to the extent permitted under applicable non-bankruptcy law) a Non-
10 Settling Insurer, solely for the purpose of recovering from one or more Non-Settling Insurers under
11 their respective Insurance Policies, shall be granted leave to pursue such Claim by filing in the
12 Chapter 11 Case a written statement of intent to do so by electing the Litigation Option (which may
13 be filed under a pseudonym if the claimant's name has not been previously publicly identified,
14 *provided* that (i) the notice otherwise adequately identifies the relevant Claim including the case
15 number for the pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling
16 Insurers of the claimant's actual name). After the expiration of ninety (90) days following the filing
17 of such written statement, such Abuse Claimant may continue to pursue such Claim in a separate
18 action filed in a non-bankruptcy court of competent jurisdiction as determined by applicable law,
19 solely to seek a recovery from Abuse Insurance Policies. Affected Non-Settling Insurers shall have
20 the right (and the obligation, to the extent so provided under their respective Abuse Insurance
21 Policy(ies)), to defend such Claim, consistent with the terms of their Abuse Insurance Policies and
22 applicable non-bankruptcy law. Such affected Non-Settling Insurers are also granted leave to
23 defend against Abuse Claims and take other actions authorized in their respective Abuse Insurance
24 Policies in response to Abuse Claims, including paying settlements to which the affected Non-
25 Settling Insurers agree or any judgments. The Debtor (including the estate and the Reorganized
26 Debtor) and the Survivors' Trust will cooperate in the defense of any such claim to the extent
27 provided under the applicable Abuse Insurance Policy or Policies and as requested by an affected
28 Non-Settling Insurer. Nothing in this Section 8.2.2 shall diminish or alter the rights of an Abuse

1 Claimant who elects the Litigation Option to receive a distribution from the Survivors' Trust
2 pursuant to Section 9.8.4 herein.

3 8.2.3. If the Abuse Claimant elects the Litigation Option then, among other things,
4 (1) the rights of affected Non-Settling Insurers to defend or associate in the defense of such Abuse
5 Claims shall be fully preserved so that a Non-Settling Insurer who has offered to, or has an
6 obligation to, defend may do so, and (2) the rights of affected Non-Settling Insurers to assert all
7 coverage defenses and issues in any insurance recovery action (under Cal. Ins. Code § 11580 or
8 otherwise) shall also be fully preserved. In any such insurance recovery action (under Cal. Ins.
9 Code § 11580 or otherwise), Abuse Claimants shall have no greater or lesser rights than the Debtor,
10 including as to any findings of fact, conclusions of law, or rulings issued in connection with the
11 Coverage Action or any other coverage litigation between the Debtor or the Survivors' Trust and
12 any of the Insurers. To the extent any applicable Non-Settling Insurer elects not to defend an Abuse
13 Claim in the non-bankruptcy court system after receiving proper notice and opportunity to do so,
14 the Abuse Claimant shall be entitled to seek a default judgment against the Debtor as nominal party
15 only, solely to allow such Abuse Claimant to then pursue insurance rights under Cal. Ins. Code
16 § 11580 in accordance with the provisions in the Plan.

17 8.2.4. If an Abuse Claimant elects the Litigation Option, liquidates its Claim, and
18 obtains a final judgment by a Final Order against a Non-Settling Insurer, such Non-Settling Insurer
19 shall pay the amount of the judgment directly to the Holder of such Claim in accordance with, and
20 subject to, the provisions of the Plan. The Abuse Claimant shall have the exclusive right to liquidate
21 such Holder's Abuse Claim under the Litigation Option and pursue Coverage Claims against a
22 Non-Settling Insurer.

23 **8.3. *Preservation of the Rights of Non-Settling Insurers.***

24 8.3.1. With respect to Non-Settling Insurers, nothing in the Plan, the Plan
25 Documents, the Confirmation Order, or the Survivors' Trust Documents, including any provision
26 that purports to be preemptory or supervening, shall in any way operate to, or have the effect of,
27 impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms
28 and conditions of any Abuse Insurance Policy, (ii) the rights and obligations of the Debtor (or its

1 Estate) and any Non-Settling Insurers (and third-party claims administrators) under any of the
2 Abuse Insurance Policies, or (iii) the coverage or benefits provided under the Abuse Insurance
3 Policies; provided, however, that because the Non-Settling Insurers would solely be potentially
4 financially responsible for payment of Abuse Claims (and the Debtor would have no such potential
5 financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured to
6 appointment of independent counsel in certain circumstances shall not apply to any claims pursued
7 by Abuse Claimants against the Debtor (as a nominal party only) or the Survivors' Trust in the non-
8 bankruptcy court system for the purpose of recovering from Non-Settling Insurers.

9 8.3.2. With respect to the Non-Settling Insurers, notwithstanding any provision in
10 the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents, nothing
11 contained in any such documents or in this paragraph shall impose, or shall be deemed or construed
12 to impose, any obligation on any Non-Settling Insurer to provide a defense for, settle, or pay any
13 judgment with respect to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations, if any,
14 with respect to an Abuse Claim shall be determined solely by and in accordance with the applicable
15 Abuse Insurance Policy or Abuse Insurance Policies issued by that Non-Settling Insurer subject to
16 applicable non-bankruptcy law. Nothing in the Plan, the Plan Documents, the Confirmation Order,
17 or the Survivors' Trust Documents shall diminish or impair, or be deemed to diminish or impair,
18 the rights of any Non-Settling Insurer to defend any Abuse Claim or to assert any claim, defense,
19 right, or counterclaim in connection with any Abuse Claim or Abuse Insurance Policy in
20 accordance with applicable law; provided, however, that any claim or counterclaim for
21 Contribution (as defined in Section 8.4 hereof) against a Settling Insurer shall be addressed as
22 provided herein.

23 8.3.3. For all issues relating to insurance coverage concerning Non-Settling
24 Insurers, the provisions, terms, conditions, and limitations of the applicable Abuse Insurance
25 Policies shall control, subject to applicable non-bankruptcy law.

26 8.3.4. A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim
27 shall be determined solely by and in accordance with the applicable Abuse Insurance Policy or
28 Abuse Insurance Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy

1 law. Liability with respect to any Abuse Claim for purposes of any recovery against an Abuse
2 Insurance Policy will be determined pursuant to applicable non-bankruptcy law.

3 8.3.5. With respect to the Non-Settling Insurers, for purposes of establishing the
4 value of any Abuse Claim for purposes of recovery from, or coverage under, any Abuse Insurance
5 Policy issued by a Non-Settling Insurer, no determination made in the Chapter 11 Case, nor any
6 determinations made by the Abuse Claims Reviewer or Survivors' Trustee concerning any Abuse
7 Claim at any time, shall be binding on or against a Non-Settling Insurer, nor shall any party
8 (including any Abuse Claimant against the Debtor) offer into evidence, or seek to admit into
9 evidence, any such alleged determination in any tort actions pursued by Abuse Claimants against
10 the Debtor (as a nominal party only) or the Survivors' Trust in the non-bankruptcy court system for
11 the purpose of recovering from Non-Settling Insurers, except for the limited purpose of establishing
12 the amount of any credit to which Debtor (as a nominal party) may be entitled to offset any verdict
13 in favor of an Abuse Claimant.

14 8.3.6. The determination of, qualification and estimation of Claims, and the
15 payment of Survivors' Trust distributions is not an admission of liability by the Debtor or
16 Reorganized Debtor (as applicable), any Non-Settling Insurer, the Survivors' Trust, or any other
17 Person with respect to any Abuse Claims and has no *res judicata* or collateral estoppel effect on
18 any Non-Settling Insurer, the Debtor, the Survivors' Trust, or any other Person, except that such
19 determination may be introduced for the limited purpose of establishing the amount of any credit
20 to which the Debtor (as a nominal party) or the Survivors' Trust may be entitled to offset any verdict
21 in favor of an Abuse Claimant.

22 8.3.7. Neither the Abuse Claims Reviewer's nor Survivors' Trustee's review of an
23 Abuse Claim and determination of qualification, nor anything in the Survivors' Trust Documents
24 (including any action or decision pursuant to the Survivors' Trust Documents, including any
25 estimation of Claims or payment of distributions), shall constitute a trial or an adjudication on the
26 merits, or evidence of liability or damages, in any litigation with the Non-Settling Insurer or any
27 other Person.

28 8.3.8. With respect to Non-Settling Insurers, nothing in the Plan, the Plan

1 Documents, the Confirmation Order, or the Survivors' Trust Documents shall, under any theory,
2 (a) constitute a trial, a judgment, an adjudication on the merits, or evidence establishing the liability
3 (in the aggregate or otherwise) or obligation of the Debtor or the Survivors' Trust with respect to
4 any Abuse Claim, (b) constitute a trial, a judgment, an adjudication on the merits, or evidence (or
5 be introduced as evidence) establishing the liability of any Non-Settling Insurer in current or
6 subsequent litigation for any Claim, including, without limitation, any Abuse Claim, or under any
7 Abuse Insurance Policy, (c) constitute, or be deemed to constitute (or be introduced to support) a
8 determination of the reasonableness of the amount of any Claim, including any Abuse Claim, either
9 individually or in the aggregate with other Claims, (d) be deemed to grant to any Person or Entity
10 any right to sue any Non-Settling Insurer directly, in connection with a Claim, including any Abuse
11 Claim, or any Abuse Insurance Policy, that such Person or Entity did not otherwise have under
12 applicable non-bankruptcy law, (e) constitute a finding or determination (or be introduced to
13 support a finding or determination) that the Debtor is a named insured, additional insured, or
14 insured in any other way under any Abuse Insurance Policy, (f) constitute a finding or
15 determination (or be introduced to support a finding or determination) that any Insurer in fact issued
16 any alleged Abuse Insurance Policy or that any alleged Abuse Insurance Policy has any particular
17 terms or conditions, (g) constitute a finding or determination (or be introduced to support a finding
18 or determination) that any Insurer has any defense or indemnity obligation with respect to any
19 Claim or Abuse Claim, or (h) constitute a finding or determination (or be introduced to support a
20 finding or determination) on any matter at issue or which may be raised as an issue in any action,
21 including the Coverage Action. In addition, no payment made in accordance with the Plan shall
22 be, or be deemed to be, a waiver of any rights of any Non-Settling Insurer under any Abuse
23 Insurance Policy.

24 8.3.9. Other than with respect to the effectiveness of the Insurance Assignment
25 contemplated by the Plan (if necessary) and the findings necessary to confirm the Plan under
26 Section 1129 of the Bankruptcy Code for such purpose only, no Non-Settling Insurer shall be bound
27 in any current or future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any
28 factual findings or conclusions of law issued in connection with Confirmation of the Plan, and no

1 such findings of fact or conclusions of law shall have any *res judicata* or collateral estoppel effect
2 on any Claim, defense, right, offset, or counterclaim that has been asserted or that may be asserted
3 in any current or subsequent litigation concerning an Abuse Claim or an Abuse Insurance Policy.
4 Non-Settling Insurers shall retain, and be permitted to assert, (i) all of their insurance coverage
5 defenses subject to applicable non-bankruptcy law in connection with Abuse Claims
6 notwithstanding any provision of the Plan, the Plan Documents, or the Confirmation Order,
7 provided, however, no Non-Settling Insurer may assert the Insurance Assignment as a defense to
8 any Coverage Claim nor challenge the efficacy or validity of the Insurance Assignment, and (ii) all
9 of the Debtor's defenses to liability, both legal and equitable, in connection with any asserted Abuse
10 Claim, and the Non-Settling Insurers' rights to assert all such underlying defenses and insurance
11 coverage defenses in connection with Abuse Claims will not be impaired in any way by the Plan,
12 the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents, but shall be
13 subject to applicable non-bankruptcy law.

14 8.3.10. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims
15 and/or coverage therefor under any Abuse Insurance Policy shall be resolved under applicable non-
16 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties
17 (including the Non-Settling Insurer(s)) may agree.

18 8.3.11. Nothing herein shall limit the ability of any Non-Settling Insurer to agree to
19 different terms or treatment of its Abuse Insurance Policies as part of a consensual settlement with
20 the Debtor, Survivors' Trust, and/or Abuse Claimants.

21 8.3.12. Any Non-Settling Insurer's legal, equitable, or contractual rights and
22 obligations relating to the Abuse Insurance Policies issued by such Non-Settling Insurer shall be
23 determined under applicable non-bankruptcy law. Nothing in the Plan shall be construed to impair
24 or diminish the Debtor's or any Non-Settling Insurer's legal, equitable, or contractual rights or
25 obligations under any Abuse Insurance Policy including, but not limited to, the ability to negotiate
26 resolution of any dispute; provided, however, (a) that because Non-Settling Insurers would solely
27 be potentially financially responsible for payment of Abuse Claims (and the Debtor would have no
28 such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured

1 to appointment of independent counsel in certain circumstances shall not apply to any claims
2 pursued by Abuse Claimants against the Debtor (as a nominal party only) in the non-bankruptcy
3 court system for the purpose of recovering from Debtor (as a nominal party) and (b) neither the
4 Debtor (including the Estate and the Reorganized Debtor) nor the Survivors' Trust shall have the
5 right to (i) direct or interfere with a Non-Settling Insurer's defense of a tort action asserting an
6 Abuse Claim, or (ii) settle an Abuse Claim without the consent of all affected Non-Settling Insurers;
7 provided, however, that at the Reorganized Debtor's election and at its sole expense, the
8 Reorganized Debtor may appoint its own counsel ("Reorganized Debtor Counsel") to represent the
9 Bishop in the defense of any action by an Abuse Claimant against the Debtor (as a nominal party
10 only). Any such Reorganized Debtor Counsel shall cooperate and coordinate with defense counsel
11 appointed by the Non-Settling Insurers to represent the Debtor in such action, and the Reorganized
12 Debtor's election to appoint Reorganized Debtor Counsel shall not constitute direction of or
13 interference with a Non-Settling Insurer's defense of a tort action asserting an Abuse Claim. The
14 Non-Settling Insurers reserve all policy defenses and claims, including without limitation all rights,
15 claims, and defenses concerning cooperation, offsets, recoupments, deductions, deductibles, self-
16 insured retentions, and all rights, claims, and defenses provided in their policies. For the avoidance
17 of doubt, if the Abuse Claimant has elected the Immediate Payment or the Distribution Option
18 (defined in Section 9.8.4 hereof), nothing in this Section 8.3.12 shall restrict the Survivors' Trust
19 from resolving or making a distribution on account of such Abuse Claim without the consent of
20 any Non-Settling Insurer for purposes of the Immediate Payment or Distribution Option.

21 8.3.13. Except as expressly stated herein, any coverage issues involving the Non-
22 Settling Insurers or the Abuse Insurance Policies issued by the Non-Settling Insurers shall be
23 determined in accordance with applicable non-bankruptcy law. All positions and arguments with
24 respect to available coverage under such Abuse Insurance Policies shall be fully preserved for
25 assertion by the Non-Settling Insurers and Abuse Claimants in any litigation of coverage issues.
26 Subject to the terms of the Plan, the Non-Settling Insurers and Abuse Claimants reserve their rights,
27 if any, to (i) bring proceedings concerning the application and interpretation of the terms of the
28 Abuse Insurance Policies and rights thereunder, as well as whether defense and/or indemnity are

1 owed under the Abuse Insurance Policies, and (ii) oppose any such proceeding commenced by any
2 other person or entity in any court of appropriate jurisdiction as determined under applicable non-
3 bankruptcy law; provided, however, because the Debtor will have received a discharge under the
4 Plan, any effort to collect from Abuse Insurance Policies issued by the Non-Settling Insurers to
5 satisfy an Abuse Claim after Confirmation of the Plan shall be sought individually by the applicable
6 Abuse Claimant after such Holder's Claim has been liquidated as provided herein. Any disputes
7 regarding a Non-Settling Insurer's liability for Abuse Claims (after such Abuse Claim has been
8 liquidated under the provisions set forth above) and/or coverage therefor under Abuse Insurance
9 Policies shall be resolved under applicable non-bankruptcy law in a court of competent jurisdiction
10 or such other venue as the affected parties (including the Non-Settling Insurer(s)) may agree.

11 8.3.14. The limitations in this Section 8.3 are for the benefit of the Non-Settling
12 Insurers to preserve their ability to assert the Debtor's defenses to Abuse Claims as well as Non-
13 Settling Insurers' own coverage defenses. For the avoidance of doubt, the Debtor (and the
14 Reorganized Debtor, as applicable) reserves its right to enforce the Plan, including without
15 limitation its discharge, and to the benefits of any settlements reached with Settling Insurers,
16 provided that the foregoing will not limit the protections afforded to the Non-Settling Insurers
17 herein. All parties in interest in this Chapter 11 Case shall retain the right to enforce the Claims
18 Bar Date Order (as amended) and all confidentiality orders issued in the Chapter 11 Case.

19 8.3.15. The foregoing provisions of Section 8.3 hereof shall be incorporated into the
20 Confirmation Order.

21 **8.4. Scope of Plan Injunctions.** Any injunction under the Plan or Confirmation Order
22 shall not enjoin a Non-Settling Insurer's right to assert any Claims against the Survivors' Trust for
23 contribution, subrogation, indemnification, reimbursement, or other similar Cause of Action
24 (collectively, "Contribution") for any Settling Insurer's alleged share or equitable share relating to
25 the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released
26 in any Insurance Settlement Agreements. If a Non-Settling Insurer asserts it has (a) Contribution
27 Claims directly or indirectly arising out of or in any way relating to such Non-Settling Insurer's
28 payment of loss on behalf of the Debtor or defense expenses incurred in any action that should have

1 been paid by or are otherwise attributable to a Settling Insurer related to any Abuse Claim or
2 (b) rights to recover any self-insured retentions/obligations and/or deductibles (collectively,
3 “Payment Obligations”) in connection with its payment of defense and/or indemnity related to an
4 Abuse Claim, then (i) such Contribution Claims or Payment Obligations may be asserted as a setoff,
5 defense, or counterclaim against any Abuse Claimant and/or the Survivors’ Trust in any insurance
6 action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving such
7 Non-Settling Insurer and (ii) to the extent such Contribution Claims or Payment Obligations are
8 determined to be valid, the liability (if any) of such Non-Settling Insurer to the holder of the Abuse
9 Claim or the Survivors’ Trust shall be reduced by the amount of such Contribution Claims or
10 Payment Obligations, provided that if any such Contribution Claim exceeds the liability of such
11 Non-Settling Insurer to the Survivors’ Trust, the Non-Settling Insurer does not waive any excess
12 claim and may seek affirmative recovery from the Survivors’ Trust. To the extent payment of a
13 self-insured retention is a condition to a Non-Settling Insurer’s obligation to provide defense or
14 indemnity under applicable non-bankruptcy law and the Non-Settling Insurer’s applicable
15 insurance policies, the failure of the Survivors’ Trust to pay such self-insured retention to the Non-
16 Settling Insurer shall result in the Non-Settling Insurer having the right to argue that such failure of
17 payment is a complete defense to any claim for coverage by the Non-Settling Insurer to, or related
18 to, any claim for recovery of insurance from the Non-Settling Insurer.

19 **8.5. *Non-Settling Insurers’ Contribution Claims Against Settling Insurers.*** In any
20 Action, including the Coverage Action, involving the Abuse Claimant and one or more Non-
21 Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any
22 Contribution Claim against any of the Settling Insurers or the Survivors’ Trust, and such
23 Contribution Claims are determined by the court presiding over such Claims to be valid, then any
24 judgment or award obtained against such Non-Settling Insurer by such Abuse Claimant shall be
25 automatically reduced by the amount, if any, that the Survivors’ Trust or any of the Settling Insurers
26 is liable to pay such Non-Settling Insurer as a result of the Non-Settling Insurer’s Contribution
27 Claim, so that the Contribution Claim is thereby satisfied and extinguished; provided, however,
28 that, as against the Survivors’ Trust (as successor to the Debtor), a Non-Settling Insurer may only

1 assert any such Contribution Claim for the payment of deductible or self-insured retention. The
2 Settling Insurers shall be required to cooperate in good faith with the Debtor, the Reorganized
3 Debtor, and/or the Survivors' Trust to take commercially reasonable steps to defend against any
4 Contribution Claim by a Non-Settling Insurer.

5 **8.6. Cooperation.** The Survivors' Trust and the Debtor (including the Estate and the
6 Reorganized Debtor) shall have the obligation as provided in the Abuse Insurance Policies to
7 cooperate with the Non-Settling Insurers with respect to the investigation and defense of Abuse
8 Claims pursuant to the terms of the Non-Settling Insurers' respective Abuse Insurance Policies,
9 including with respect to preserving any documents relevant to liability or coverage disputes,
10 making documents and witnesses available to the Non-Settling Insurers concerning such disputes,
11 and maintaining privilege with regard to the defense. The Reorganized Debtor and its agents will
12 not voluntarily waive any privilege under applicable non-bankruptcy law applicable to documents
13 or communications related to alleged Abuse Claims (collectively, "Privileged Communications").
14 Without limiting the generality of the foregoing, neither the Reorganized Debtor nor its agents shall
15 provide the Survivors' Trust or any Abuse Claimant with any Privileged Communications, absent
16 the express consent of all affected Non-Settling Insurers or a court order compelling such a
17 production. The Reorganized Debtor shall provide prompt notice of any requests and/or motions
18 to compel disclosure of Privileged Communications and cooperate with affected Insurers with
19 respect to the same. The Non-Settling Insurers reserve all coverage defenses with respect to any
20 current or future failure to cooperate. The Debtor and the Survivors' Trust reserve all rights under
21 the applicable Abuse Insurance Policies of the Non-Settling Insurers. The terms of the Plan
22 (including Articles VIII and IX hereof) constitute a voluntary agreement by the Non-Settling
23 Insurers to the Insurance Assignment, and such terms shall not be deemed to be an involuntary
24 order to that effect.

25 **8.7. Reductions In Non-Settling Insurers' Liability.** No Abuse Claimant who elects the
26 Litigation Option shall recover in the aggregate from the Survivors' Trust and any Non-Settling
27 Insurer an amount greater than the total amount of the judgment entered by the applicable court of
28 competent jurisdiction on such Holder's underlying Abuse Claim, subject to the terms of Section

1 5.14 herein. A Non-Settling Insurer shall have all rights available under non-bankruptcy law to
2 assert, seek, and enforce any right to offset, recoup, or otherwise reduce its liability on any such
3 entered judgment, including without limitation all rights available under non-bankruptcy law to
4 assert, seek, and recover on such claims against the Survivors' Trust.

5 **8.8. Settling Insurers.**

6 8.8.1 *Pre-Confirmation Insurance Settlement Agreements.* If, before
7 Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor under
8 which the Insurer becomes a Settling Insurer hereunder upon entry of the Confirmation Order, the
9 Debtor shall file with the Plan Supplement any provisions required by the proposed Settling Insurer,
10 and agreed to by the Debtor, to be made a part of this Plan. Any such provisions set forth in the
11 Plan Supplement shall be deemed incorporated into this Section as part of the Plan. Any Insurer
12 that becomes a Settling Insurer shall receive the treatment as may be provided in any Insurer
13 Settlement Agreement approved by a Final Order. Each Insurance Settlement Agreement is
14 effective and binding upon all Persons who have notice, and any of the foregoing Persons'
15 successors and assigns, upon the entry of a Final Order approving the Insurance Settlement
16 Agreement and satisfaction of all conditions precedent, provided that such settlement shall not
17 affect the rights of any remaining Non-Settling Insurers. Payments by each Settling Insurer to the
18 Survivors' Trust, and the releases by the Debtor and/or RCWC of each Settling Insurer, pursuant
19 to the Insurance Settlement Agreements shall occur and/or be effective according to the terms of
20 each such agreement. The Insurance Settlement Agreements shall survive the Confirmation and
21 the Effective Date. The rights of the parties under any Insurance Settlement Agreement shall be
22 determined exclusively under the applicable Insurance Settlement Agreement and those provisions
23 of the Final Order approving such Insurance Settlement Agreement, the Plan, and the Confirmation
24 Order.

25 8.8.2 *Sale Free and Clear.* Each Settling Insurer Abuse Insurance Policy shall be
26 sold to the issuing Settling Insurer, pursuant to Sections 105, 363, and 1123 of the Bankruptcy
27 Code, free and clear of all liens and Claims of all Persons, to the extent provided for in each
28 applicable Insurance Settlement Agreement, provided that such sale shall not affect the rights of

1 any remaining Non-Settling Insurers.

2 8.8.3 *Timing.* The injunctions, releases, and discharges to which any Settling
3 Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation
4 Order, the Final Order approving the Insurance Settlement Agreement, and the Bankruptcy Code
5 shall become effective pursuant to the terms of such Insurance Settlement Agreement.

6 8.8.4 *Contribution Claims of Settling Insurers.* Each Settling Insurer agrees that
7 it will not pursue any Abuse Related Contribution Claim that it might have against any other Insurer
8 (a) whose Contribution Claim against Settling Insurers is satisfied and extinguished entirely; or
9 (b) that does not make an Abuse Related Contribution Claim against the Settling Insurers, or any
10 of them. If, in the future, a Non-Settling Insurer releases its Abuse Related Contribution Claims,
11 if any such exist, that it may have against the Settling Insurers, then such released Settling Insurer
12 shall release its Abuse Related Contribution Claims against such releasing Insurer. If any Non-
13 Settling Insurer asserts a Claim directly against the Survivors' Trust arising from or concerning the
14 one or more Settling Insurers' Abuse Insurance Policies, any Abuse Related Contribution Claim of
15 the Settling Insurers shall be transferred to the Survivors' Trust, and the Survivors' Trust shall be
16 authorized to assert the Contribution Claims of such Settling Insurer against such Non-Settling
17 Insurer.

18 **ARTICLE IX**
19 **THE SURVIVORS' TRUST**

20 ***9.1. Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and***
21 ***Survivors' Trust Advisory Committee.***

22 9.1.1 *Establishment and Purpose of the Survivors' Trust.* On the Effective Date,
23 the Survivors' Trust shall be established in accordance with the Survivors' Trust Documents. The
24 Survivors' Trust will, upon its creation, and without limitation: (1) assume liability for all Abuse
25 Claims, including without limitation Unknown Abuse Claims, of the Debtor, RCWC to the extent
26 of RCWC Releases, and any Settling Insurers; and (2) receive, hold, administer, liquidate, and
27 distribute the Survivors' Trust Assets in accordance with this Plan and the Survivors' Trust
28 Documents. The Survivors' Trust shall administer, process, settle, resolve, liquidate, satisfy, and

1 make Trust Distributions in such a way that Abuse Claimants are treated equitably and in a
2 substantially similar manner, subject to the applicable terms of the Plan Documents and the
3 Survivors' Trust Documents. From and after the Effective Date, (x) the Abuse Claims and
4 Unknown Abuse Claims against the Debtor and (y) Claims against any Settling Insurer for or
5 relating to insurance coverage in connection with such Claims, shall be channeled to the Survivors'
6 Trust pursuant to the Channeling Injunction set forth in Section 13.12 of the Plan and may be
7 asserted only and exclusively against the Survivors' Trust, subject to the right of Holders of Abuse
8 Claims who elect the Litigation Option (as defined in Section 9.8.4 hereof) to name the Debtor as
9 a nominal defendant as provided in the Plan. The Survivors' Trust shall have no liability for Non-
10 Abuse Litigation Claims. Holders of Non-Abuse Litigation Claims shall have no recourse to the
11 Survivors' Trust with respect to such Claims.

12 9.1.2 *Qualified Settlement Fund.* The Survivors' Trust is intended to qualify as a
13 "qualified settlement fund" pursuant to Section 468B of the Tax Code and the regulations
14 promulgated thereunder (the "Treasury Regulations"). The Debtor shall be the "transferor" within
15 the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Survivors' Trustee shall be the
16 "administrator" of the Survivors' Trust within the meaning of Treasury Regulation
17 Section 1.468B-2(k)(3).

18 9.1.3 *Survivors' Trust Advisory Committee.* As set forth in the Survivors' Trust
19 Documents, there shall be established the Survivors' Trust Advisory Committee, which shall be
20 initially comprised of five (5) members selected by the Committee and formed as of the Effective
21 Date. Except with respect to Insurance Settlement Agreements entered into by the Survivors' Trust
22 after the Effective Date and certain other matters set forth in the Survivors' Trust Documents, the
23 Survivors' Trust Advisory Committee is intended to be consultative in nature and assist the
24 Survivors' Trustee in the independent exercise of the Survivors' Trustee's duties.

25 **9.2. *Appointment and Powers of the Survivors' Trustee.*** On the Confirmation Date,
26 the Bankruptcy Court shall appoint the Survivors' Trustee to serve in accordance with, and who
27 shall have the functions and rights provided in, the Survivors' Trust Documents. Any successor
28 Survivors' Trustee shall be appointed in accordance with the terms of the Survivors' Trust

1 Documents. For purposes of the Survivors' Trustee performing his or her duties and fulfilling his
2 or her obligations under the Survivors' Trust and the Plan, the Survivors' Trust and the Survivors'
3 Trustee shall be deemed to be "parties in interest" within the meaning of Section 1109(b) of the
4 Bankruptcy Code. The Survivors' Trustee shall have such powers and duties as are set forth in the
5 Survivors' Trust Documents, including without limitation the following:

6 9.2.1 *Survivors' Trustee as Fiduciary.* The Survivors' Trustee shall be deemed to
7 be a fiduciary of the Survivors' Trust under the terms of the Survivors' Trust Agreement and shall
8 have all rights, powers, authority, responsibilities, and benefits under California law specified in
9 the Plan and as reflected in the Survivors' Trust Agreement, including commencing, prosecuting
10 or settling causes of action, enforcing contracts, and asserting Claims, defenses, offsets and
11 privileges. If there is any inconsistency or ambiguity between the Confirmation Order and the
12 Survivors' Trust Agreement with respect to Trustee's authority to act, the provisions of the
13 Survivors' Trust Agreement shall control.

14 9.2.2 *Liquidation of Survivors' Trust Assets.* The Survivors' Trustee shall
15 liquidate and convert to Cash the Survivors' Trust Assets, make timely distributions, and not unduly
16 prolong the duration of the Survivors' Trust. The Survivors' Trustee may also abandon any
17 property which the Survivors' Trustee determines in the Survivors' Trustee's reasonable discretion
18 to be of *de minimis* value or of more burden than the value of the Survivors' Trust.

19 9.2.3 *Protection of Survivors' Trust Assets.* The Survivors' Trustee shall protect
20 and enforce the rights in and to the Survivors' Trust Assets under the Survivors' Trust Documents.

21 9.2.4 *Bank Accounts of the Survivors' Trust.* The Survivors' Trustee may open
22 and maintain bank accounts on behalf of the Survivors' Trust to deposit funds in and draw checks
23 on the bank accounts as appropriate under the Survivors' Trust Documents. Notwithstanding
24 anything herein to the contrary, the Survivors' Trustee may open and maintain bank accounts on
25 behalf of the Survivors' Trust after Confirmation but before the Effective Date.

26 9.2.5 *Insurance.* The Survivors' Trustee shall obtain all reasonably available
27 insurance coverage with respect to any property that is, or may in the future become, a Survivors'
28 Trust Asset.

1 9.2.6 *Taxes.* The Survivors' Trustee may request an expedited determination of
2 taxes of the Survivors' Trust under Section 505(b) of the Bankruptcy Code for all returns filed for,
3 or on behalf of, the Survivors' Trust for all taxable periods through the dissolution of the Survivors'
4 Trust.

5 9.2.7 *Settlements With Non-Settling Insurers.* The Survivors' Trustee shall be
6 authorized to enter into consensual settlements with one or more Non-Settling Insurers on and after
7 the Effective Date, covering some or all of the Abuse Claims insured thereby, provided that such
8 settlements shall not impair the rights of any other Non-Settling Insurers, including those rights set
9 forth herein. Approval requirements, if any, for such settlements shall be as specified in the
10 Survivors' Trust Agreement. No settlement (whether in the Plan or otherwise) as among any of the
11 Debtor, its Estate, the Survivors' Trust, and Abuse Claimant, and the Settling Insurers, including
12 payment obligations, shall bind a Non-Settling Insurer in any way without its consent.

13 **9.3. *Property and Funding of the Survivors' Trust.*** The Survivors' Trust shall be
14 funded with (i) aggregate Cash contributions from the Debtor and Reorganized Debtor (as
15 applicable) of \$150 million, (ii) any Cash contributions from RCWC pursuant to Section 9.3.2
16 hereof, (iii) any proceeds held by the Debtor or the Reorganized Debtor on account of Insurance
17 Settlement Agreements as set forth in this Section 9.3, and (iv) the Assigned Insurance Interests.
18 These contributions to the Survivors' Trust shall be made according to the schedule set forth in this
19 Section 9.3. The Debtor Cash Contribution (as defined in this Section 9.3) and any RCWC
20 Contribution (as defined in this Section 9.3) shall be made in respect of the uninsured exposure of
21 the Debtor and RCWC for Abuse Claims (including Unknown Abuse Claims), including, but not
22 limited to, years in which no Non-Settling Insurer Policies are available and, to the extent required
23 under applicable law, when a self-insured retention or deductible must be satisfied to access
24 potential coverage under Non-Settling Insurer Policies. The Debtor Cash Contribution and any
25 RCWC Contribution are not, and shall not be construed as, a discharge and/or release of any Abuse
26 Claim (including any Unknown Abuse Claim) covered or alleged to be covered under any of the
27 Non-Settling Insurer Policies. Notwithstanding the foregoing, the Debtor and RCWC shall have
28 no further financial obligations under this Plan or the Plan Documents to Holders of Allowed Abuse

1 Claims, including Allowed Unknown Abuse Claims, other than the obligations required to be paid
2 to the Survivors' Trust in Section 9.3 hereof.

3 9.3.1 *Debtor Cash Contribution.* On the Effective Date of the Plan, the Debtor
4 shall transfer \$40 million, plus any remaining DIP Availability, in good and available funds to the
5 Survivors' Trust using wiring instructions provided by the Survivors' Trustee (the "Initial Debtor
6 Contribution"). The Initial Debtor Contribution is anticipated to consist of \$40 million in new Cash
7 received through the Exit Facility. Any remaining DIP Availability will also be transferred to the
8 Survivors' Trust on the Effective Date as part of the Initial Debtor Contribution. The Survivors'
9 Trust shall also receive Cash from the Debtor as follows (collectively, the "Additional Debtor
10 Contributions") and together with the Initial Debtor Contribution, the "Debtor Cash Contribution");

11 9.3.1.1 No later than the date that is one year after the Effective Date,
12 the Debtor shall transfer no less than \$7.2 million in good and available funds to the
13 Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

14 9.3.1.2 No later than the date that is two years after the Effective
15 Date, the Debtor shall transfer no less than \$4.7 million in good and available funds to the
16 Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

17 9.3.1.3 No later than the date that is three years and six months after
18 the Effective Date (the "Plan Payment Period"), the Debtor shall transfer the remaining
19 balance of the total Debtor Cash Contribution of \$150 million, up to \$98.1 million in good
20 and available funds to the Survivors' Trust using wiring instructions provided by the
21 Survivors' Trustee.

22 9.3.1.4 *Timing of Payments.* During the Plan Payment Period, the
23 Debtor (i) shall pay to the Survivors' Trust the net proceeds (after reimbursement of closing
24 costs and attorneys' fees, if any) realized from the closing of any sale of unencumbered real
25 estate titled in the name of the Debtor, regardless of whether such payment(s) cause the
26 Debtor to exceed the minimum transfers described in Sections 9.3.1.1 and 9.3.1.2 hereof,
27 and (ii) may transfer unrestricted Cash to the Survivors' Trust.

28 9.3.2 *Contributions from RCWC.* In support of the Plan, RCWC will contribute

1 \$30,000,000.00 (the “RCWC Cash Contribution”) in good and available funds to the RCWC
2 Escrow on the schedule set forth below.

3 9.3.2.1 *Contributions to RCWC Escrow.* \$7,700,000.00 of the
4 RCWC Cash Contribution will be paid on the Effective Date, the balance to be paid between
5 the Effective Date and the three-year anniversary of the Effective Date, with the minimum
6 amounts to be paid on or before each anniversary of the Effective Date as follows:

7 (a) No later than the date that is one year after the Effective Date, RCWC
8 shall transfer no less than \$3 million in good and available funds to the
9 RCWC Escrow.

10 (b) No later than the date that is two years after the Effective Date, RCWC
11 shall transfer no less than \$6 million in good and available funds to the
12 RCWC Escrow.

13 (c) No later than the date that is three years and six months after the Effective
14 Date, RCWC shall transfer the remaining balance of the total RCWC
15 Cash Contribution of \$30 million, up to \$13,300,000, in good and
16 available funds to the RCWC Escrow.

17 (d) During the Plan Payment Period, RCWC (i) shall pay to the RCWC
18 Escrow the net proceeds (after reimbursement of closing costs and
19 attorneys’ fees, if any) realized from the closing of any sale of
20 unencumbered real estate titled in the name of RCWC, regardless of
21 whether such payment(s) cause RCWC to exceed the minimum transfers
22 described in Sections 9.3.2.1(a)-(c) hereof, and (ii) may transfer
23 unrestricted Cash to the RCWC Escrow.

24 9.3.2.2 *Survivors’ Trust Withdrawals From RCWC Escrow.* The
25 Survivors’ Trust shall receive distributions from the RCWC Escrow in accordance with the
26 Survivors’ Trust Documents and the RCWC Escrow Agreement. The Survivors’ Trust
27 Documents and the RCWC Escrow Agreement shall provide (a) distributions to the
28 Survivors’ Trust from the RCWC Escrow shall not commence until after the Preliminary

1 Abuse Claim Allowance Deadline; (b) such distributions from the RCWC Escrow will be
2 made on account of Holders of Class 4 Claims whom the Abuse Claims Reviewer
3 determines asserted a compensable Claim against RCWC in the Holder's Proof of Claim;
4 and (c) the Survivor's Trust may receive from the RCWC Escrow no more than the *pro rata*
5 share in the RCWC Escrow balance of each such Holder who has executed and returned to
6 RCWC an RCWC Release, provided that the *pro rata* share of each such Holder shall be
7 determined by the Survivor's Trustee.

8 9.3.2.3 *Excess Funds in RCWC Escrow.* In the event all Abuse
9 Claimants holding Allowed Claims against RCWC execute a RCWC Release, any amount
10 remaining in the RCWC Escrow shall thereupon be transferred to the Survivors' Trust for
11 distribution to all Abuse Claimants.

12 9.3.2.4 *Return of Remaining Balance in RCWC Escrow.* If any
13 amount remains in the RCWC Escrow as of the five-year anniversary of the Effective Date,
14 the RCWC Escrow Agent shall return such amount, less expenses of the RCWC Escrow, to
15 RCWC no later than five (5) business days after the later of (i) the five-year anniversary of
16 the Effective Date or (ii) distribution to the Survivors' Trust of all payments to Holders of
17 Allowed Class 4 Claims who executed and returned to RCWC an RCWC Release on or
18 before the five-year anniversary of the Effective Date.

19 9.3.3 *Separate Contributions.* Any contribution to the Survivors' Trust by RCWC
20 shall be in addition to and separate from the Debtor Cash Contribution.

21 9.3.4 *Livermore Option.* Should Adventus sell part or all of the Livermore
22 Property such that funds from any such sale are received earlier than three years and six months
23 following the Effective Date (the "Livermore Option"), then Adventus agrees and the Confirmation
24 Order shall provide that the net proceeds of each such sale shall be distributed for the benefit of the
25 Estate in the following sequence, conditioned on the confirmation and effectiveness of this Plan:

26 9.3.4.1 First, to Adventus in the amount of its closing costs, including
27 without limitation all professional fees associated with the Livermore Property and
28 entitlement, development, and sale thereof.

1 9.3.4.2 Second, on behalf of the Debtor, to the Survivor's Trust, in
2 an amount not to exceed the amount of all remaining Debtor Contribution obligations under
3 the Plan.

4 9.3.4.3 Third, should any funds remain, to Adventus.

5 9.3.4.4 *Payment in Full of Debtor Cash Contribution.* Should one or
6 more sales pursuant to the Livermore Option result, when combined with all previous
7 payments to the Survivors' Trust by RCBO in accordance with the Plan, in the Survivors'
8 Trust realizing the full amount owed by RCBO under the Plan, then RCBO shall thereafter
9 have no further payment obligations to the Survivors' Trust under the Plan.

10 9.3.5 *Insurance Settlement Agreements.*

11 9.3.5.1 *Pre-Effective Date.* In addition to the Debtor Cash
12 Contribution, any Cash received by the Debtor on or before the Effective Date in connection
13 with an Insurance Settlement Agreement shall be transferred to the Survivors' Trust on the
14 Effective Date and shall be part of the Survivors' Trust Assets.

15 9.3.5.2 *Post-Effective Date.* After the Effective Date, the Survivors'
16 Trustee may enter into such Insurance Settlement Agreements as in the Survivors' Trustee's
17 business judgment and in accordance with the Survivors' Trust Documents the Survivors'
18 Trustee deems necessary and beneficial to the Survivors' Trust. To the extent the Survivors'
19 Trustee enters into an Insurance Settlement Agreement that covers the Abuse Claim of a
20 Trust Claimant who elected the Litigation Option and commenced an Abuse Claim
21 Litigation (each as defined in Section 9.8.4 hereof) (a "Settling Trust Claimant"), (i) such
22 Abuse Claim Litigation shall be promptly dismissed to the extent the Settling Trust
23 Claimant is seeking a determination of, and the availability of Insurance Recoveries for, the
24 liability of a Released Party on account of the Settling Trust Claimant's Abuse Claim, (ii)
25 within thirty (30) days after receipt of the Cash consideration of such Insurance Settlement
26 Agreement, the Survivors' Trust shall pay the Settling Trust Claimant an amount equivalent
27 to 50% of the Settling Trust Claimant's Trust Distribution amount, calculated based on the
28 value of the Survivors' Trust Assets immediately before receipt of such Cash consideration

1 from the Insurance Settlement Agreement, (iii) the Settling Trust Claimant shall be deemed
2 to have rescinded their election of the Litigation Option in favor of the Distribution Option
3 and the Survivors' Trustee shall be deemed to have consented to such rescission, each in
4 accordance with Section 9.8.4.7 of the Plan, and (iv) the remaining Cash realized by the
5 Survivors' Trust on account of the Insurance Settlement Agreement shall be added to the
6 Survivors' Trust Assets. Thereafter, Settling Trust Claimants shall be treated as having
7 elected the Distribution Option in all respects and shall be entitled to receive *pro rata*
8 distributions from the Survivors' Trust Assets in accordance with the terms of this Plan and
9 the Survivors' Trust Documents.

10 9.3.6 *Assignment of Assigned Insurance Interests.* On the Effective Date, the
11 Insurance Assignment described in Article VIII of the Plan shall become effective.

12 9.3.7 *Use of Survivors' Trust Assets.* The Survivors' Trust Assets shall be used in
13 accordance with and for the purposes set forth in the Survivors' Trust Documents, including
14 without limitation to pay Abuse Claims and reasonable expenses of the Survivors' Trust and to
15 pursue and execute Insurance Settlement Agreements. Notwithstanding anything herein to the
16 contrary, no monies and/or assets comprising the Survivors' Trust Assets that are transferred,
17 granted, assigned, or otherwise delivered to the Survivors' Trust shall be used for any purpose other
18 than in accordance with the Plan and the Survivors' Trust Documents.

19 9.3.8 *No Insurer Reimbursement Obligation.* The Non-Settling Insurers shall not
20 be liable for or obligated to reimburse any contribution to the Plan made by the Debtor and its
21 Estate, nor shall the Survivors' Trust be authorized to seek such recovery.

22 **9.4. *Unknown Abuse Claims Reserve.*** Upon the Effective Date, the Survivors' Trust
23 shall segregate \$5,000,000.00 (Five Million Dollars and Zero Cents) of the Initial Debtor
24 Contribution into the Unknown Abuse Claims Reserve. The Unknown Abuse Claims Reserve shall
25 be maintained for the greater of (i) five years after the Effective Date, and (ii) resolution of all
26 Unknown Abuse Claims submitted to the Survivors' Trustee within five years after the Effective
27 Date. On that date, the remaining funds in the Unknown Abuse Claims Reserve will be de-
28 segregated and returned to the Survivors' Trust's general accounts, and neither the Debtor,

1 Reorganized Debtor, Survivors' Trust, nor any Settling Insurer shall have any more liability for any
2 Unknown Abuse Claim.

3 **9.5. Vesting.** On the Effective Date, all Survivors' Trust Assets shall vest in the
4 Survivors' Trust, and the Debtor, Reorganized Debtor, RCWC subject to the terms of the RCWC
5 Escrow, and Settling Insurers shall be deemed for all purposes to have transferred all of their
6 respective interests in the Survivors' Trust Assets to the Survivors' Trust. On the Effective Date,
7 or as soon as practicable thereafter, the Reorganized Debtor, any other Released Party, and Settling
8 Insurers, as applicable, shall take all actions reasonably necessary to transfer any Survivors' Trust
9 Assets to the Survivors' Trust. Upon the transfer of control of Survivors' Trust Assets in
10 accordance with this paragraph, the Debtor, Reorganized Debtor, RCWC, and the Settling Insurers
11 shall have no further interest in the Survivors' Trust Assets except as otherwise explicitly provided
12 in this Plan.

13 **9.6. Survivors' Trust Assumption of Liabilities for Abuse Claims.** The transfer to,
14 vesting in and assumption by the Survivors' Trust of the Survivors' Trust Assets as contemplated
15 by the Plan shall, as of the Effective Date, discharge all obligations and liabilities of and bar any
16 recovery or action against the Released Parties for or in respect of all Abuse Claims (including
17 Unknown Abuse Claims). The Confirmation Order shall provide for such discharge. Subject to
18 Article VIII hereof and the rights of Abuse Claimants who elect the Litigation Option, the
19 Survivors' Trust shall, as of the Effective Date, assume sole and exclusive responsibility and
20 liability for all Abuse Claims against the Released Parties, and such Claims shall be paid by the
21 Survivors' Trust from the Survivors' Trust Assets or as otherwise directed in the Survivors' Trust
22 Documents and Articles VIII and IX hereof. From and after the Effective Date, all Abuse Claims
23 against the Released Parties shall be considered Channeled Claims subject to the Channeling
24 Injunction under Section 105(a) of the Bankruptcy Code and the provisions of the Plan and the
25 Confirmation Order. Subject to the foregoing, from and after the Effective Date, the Released
26 Parties shall not have any obligation with respect to any liability of any nature or description arising
27 out of, relating to, or in connection with any Abuse Claims.

28

1 **9.7. Right to Elect to Receive an Immediate Payment.** Not later than ten (10) days
2 following the Effective Date, the Survivors' Trustee shall mail the Immediate Payment Notice to
3 all Holders of Abuse Claims. Holders of Abuse Claims may elect to receive the Immediate Payment
4 from the Survivors' Trust by signing and returning the Immediate Payment Notice such that it is
5 postmarked (if sent by US Mail) not later than the date that is forty-five (45) days after the Effective
6 Date, or if such date is not a Business Day the next Business Day thereafter (the "Immediate
7 Payment Election Deadline"). Only Abuse Claimants who return an Immediate Payment Notice
8 not later than the Immediate Payment Election Deadline, affirmatively indicating their election to
9 receive the Immediate Payment, shall be entitled to receive the Immediate Payment. If an Abuse
10 Claimant elects to receive the Immediate Payment, the payment will be made within thirty (30) days
11 after the Immediate Payment Election Deadline. After receiving the Immediate Payment, the
12 Abuse Claimant shall not be entitled to any further distributions from the Survivors' Trust and shall
13 not be entitled to pursue any Abuse Claim against the Reorganized Debtor, the Survivor's Trust,
14 any Settling or Non-Settling Insurers, or RCWC (and the RCWC Escrow). The Immediate Payment
15 Notice shall include conspicuous language indicating that acceptance of the Immediate Payment
16 and return of the election form constitutes a release of the Debtor, Survivors' Trust, any Settling or
17 Non-Settling Insurers, and RCWC (and the RCWC Escrow) for any amount over and above the
18 Immediate Payment of \$50,000. If a Person submitted, or is the Holder of, more than one Abuse
19 Claim and such Holder elects to receive the Immediate Payment, such Holder shall only be entitled
20 to one Immediate Payment on account of all of their Abuse Claims, shall not be entitled to any
21 further distributions from the Survivors' Trust, and shall not be entitled to pursue any Abuse Claim
22 against the Non-Settling Insurers or any other party.

23 **9.8. Method of Determination of Abuse Claims and Rights of Abuse Claimants to**
24 **Choose to Pursue Litigation.** After the Effective Date, every Trust Claim held by an Abuse
25 Claimant shall be reviewed and allocated a percentage of the recovery pool based on numerical
26 scaling factors (but not based on alleged dollar value of the Claim) by the Abuse Claims Reviewer
27 in order to determine the distribution to each such Holder in accordance with the terms of the
28 Survivors' Trust Documents.

1 9.8.1 *Notice of Initial Determination.* Based on the percentage allocation
2 determined by the Abuse Claims Reviewer, the Survivors' Trustee shall provide a determination of
3 the distribution to which each Holder of each Trust Claim is entitled (the "Initial Determination"),
4 in accordance with the terms of the Survivors' Trust Documents. Each Holder of a Trust Claim
5 will receive a notice containing the Initial Determination, including a projected recovery based on
6 the anticipated available assets of the Survivors' Trust at the time of the Initial Determination.

7 9.8.2 *Right to Appeal Notice of Initial Determination.* Within thirty (30) days of
8 receipt of the notice of the Initial Determination, each Holder of a Trust Claim shall have the right
9 to request an additional review of the Initial Determination by the Abuse Claims Reviewer and
10 shall be allowed to submit additional documentation or information that such Claimant believes
11 should be considered. The Abuse Claims Reviewer shall provide a subsequent determination (the
12 "Review Determination"), as provided for in the Survivors' Trust Documents. If requested, the
13 Review Determination shall be the "Final Determination" for purposes of such Holder's
14 distributions from the Survivors' Trust. If the Review Determination is not requested, the outcome
15 of the Initial Determination shall be the Final Determination. For the avoidance of doubt, no
16 determination will be made in the Chapter 11 Case concerning the alleged dollar value of an Abuse
17 Claim for purposes of unsettled Insurance. Neither the Abuse Claims Reviewer's or Survivors'
18 Trustee's review of an Abuse Claim and determination of qualification, nor the Survivors' Trust's
19 estimation of Claims or payment of distributions, shall constitute a trial, an adjudication on the
20 merits, or evidence of liability or damages in any litigation with the Non-Settling Insurer or any
21 other Person.

22 9.8.3 *Distributions to Trust Claimants from the Survivors' Trust.* Subject to the
23 Survivors' Trust Documents, the following procedures will govern distributions to Trust Claimants
24 from the Survivors' Trust:

25 9.8.3.1 Within 30 days of the Abuse Claims Reviewer's completion
26 of all Review Determinations, the Survivors' Trustee shall make a projection of anticipated
27 distributions to each Holder of a Trust Claim. This amount may differ from the Initial
28 Determination after accounting for Review Determinations.

1 9.8.3.2 The Survivors' Trustee will make an initial distribution (the
2 "Initial Distribution") to each Trust Claimant. The Initial Distribution shall be comprised
3 of each such Trust Claimants' *pro rata* share of the Survivors' Trust Assets existing on that
4 date, less reasonable reserves for the Survivors' Trust (the "Initial Reserve").

5 9.8.3.3 Upon the receipt of additional Cash contributions into the
6 Survivors' Trust, the Survivors' Trustee shall make further distributions (the "Additional
7 Distributions") to the Trust Claimants, less appropriate reserves (the "Additional
8 Reserves").

9 9.8.3.4 After (i) the final resolution of all Trust Claims, including
10 with respect to the Trust Claimants who selected the Litigation Option, and (ii) all
11 Survivors' Trust Assets are monetized, the Survivors' Trustee shall make a final distribution
12 to the Trust Claimants (the "Final Distribution"), which shall include previously withheld
13 reserves and any reallocated funds. If, after 180 days from the date of the Final Distribution,
14 there are any funds which are not claimed by the Trust Claimant, such unclaimed funds
15 shall be returned to the Reorganized Debtor.

16 9.8.4 *Right to Elect Litigation Against Non-Settling Insurers and Other Parties.*

17 Irrespective of whether a Trust Claimant has requested an additional review of the Initial
18 Determination by the Abuse Claims Reviewer, not later than ninety (90) days after receiving the
19 notice of the Initial Determination of the Trust Claimant's Trust Claim, such Trust Claimant may
20 elect to pursue litigation against the Debtor (as a nominal party only), Non-Settling Insurers and/or
21 other parties (excluding the Debtor or Reorganized Debtor as appropriate) (the "Abuse Claim
22 Litigation" and, the election of the Abuse Claim Litigation, the "Litigation Option") by filing the
23 notice described in Section 8.2.2 of the Plan (the "Litigation Option Notice"). For the avoidance
24 of doubt, the Litigation Option Notice may be filed at any time following the Effective Date, but
25 not later than the deadline set forth in this Section. Trust Claimants who do not timely make an
26 election will be deemed to have chosen to forego the Litigation Option.

27 9.8.4.1 The liability, if any, of the Survivors' Trust to a Trust
28 Claimant who elects the Litigation Option shall be limited to the total amounts to be

1 distributed to such Trust Claimant pursuant to Section 9.8.3 of the Plan (the “Distribution
2 Amount”), even if the Trust Claimant obtains a judgment by a Final Order through the
3 Abuse Claim Litigation (the “Litigation Judgment”) that is higher than such amount.

4 9.8.4.2 In the case of a Trust Claimant who obtains a Litigation
5 Judgment that is lower than the Distribution Amount for such Trust Claimant, the
6 distribution from the Survivors’ Trust to such Trust Claimant subsequent to such Litigation
7 Judgement shall be capped at the amount of the Litigation Judgment less distributions
8 already made by the Survivors’ Trust to such Trust Claimant; provided, however, that such
9 distribution from the Survivors’ Trust shall be further reduced by the amount of any liability
10 for the Litigation Judgment that is apportioned to (i) one or more defendants in the Abuse
11 Claim Litigation other than any of the Released Parties, and/or (ii) any Non-Settling Insurer
12 on account of such Non-Settling Insurer’s coverage obligations under an Abuse Insurance
13 Policy, if any, subject to such Non-Settling Insurer’s rights to Contribution and other rights
14 under this Plan and the applicable Abuse Insurance Policy(ies). Any remaining balance of
15 Trust Claimant’s Distribution Amount shall be reallocated for distribution to Trust
16 Claimants in their *pro rata* share. Any amount already distributed to such Trust Claimant
17 in excess of such Litigation Judgment shall be recoverable by the Survivors’ Trustee,
18 provided that it shall be entirely within the discretion of the Survivors Trustee to determine
19 whether to seek such recovery.

20 9.8.4.3 In the case of a Trust Claimant who obtains a Litigation
21 Judgment that is higher than the Distribution Amount for such Trust Claimant, the
22 distribution from the Survivors’ Trust to such Trust Claimant shall be the lower of: (a) the
23 Distribution Amount or (b) the amount of such Litigation Judgment less the sum of any
24 distributions already made by the Survivors’ Trust to such Trust Claimant and any liability
25 for the Litigation Judgment apportioned to (i) any defendants in the Abuse Claim Litigation
26 other than any of the Released Parties and/or (ii) any Non-Settling Insurer on account of
27 such Non-Settling Insurer’s coverage obligations under an Abuse Insurance Policy, if any,
28 subject to such Non-Settling Insurer’s rights to Contribution and other rights under this Plan

1 and the applicable Abuse Insurance Policy(ies). The difference between a Trust Claimant's
2 Distribution Amount and the reduced distribution to such Trust Claimant from the
3 Survivors' Trust shall be reallocated for distribution to Trust Claimants in their *pro rata*
4 share.

5 9.8.4.4 If a Trust Claimant obtains a Litigation Judgment for which
6 all liability is assigned in the aggregate to (i) defendants in the Abuse Claim Litigation other
7 than the Released Parties and/or (ii) one or more Non-Settling Insurers, any party found
8 liable for payment to such Trust Claimant shall pay that judgment directly to such Trust
9 Claimant. The Trust Claimant shall have no further claims against the Survivors' Trust.

10 9.8.4.5 If the Survivors' Trust is not a formal notice party in the
11 Abuse Claim Litigation filed by a Trust Claimant who elects the Litigation Option, it shall
12 be the burden of the Trust Claimant to serve the Survivors' Trustee with notice of entry of
13 any Litigation Judgment in such Abuse Claim Litigation.

14 9.8.4.6 **In no event may a Litigation Claimant receive more than**
15 **the total amount of his or her judgment from all sources.** For the avoidance of doubt,
16 **if, after accounting for recovery from parties other than the Survivors' Trust, a**
17 **Litigation Claimant receives any amount in excess of the Judgment Amount, such**
18 **amount shall be recoverable by the Survivors' Trustee.** In any case of a Trust Claimant
19 who obtains a Litigation Judgment, where the payment of any amounts payable to such
20 Trust Claimant by (i) defendants in the Abuse Claim Litigation other than the Released
21 Parties and/or (ii) one or more Non-Settling Insurers, when taken together with any
22 distributions received by such Trust Claimant from the Survivors' Trust, would cause such
23 Trust Claim to receive more than the total amount of his or her Litigation Judgment, then
24 (a) all amounts to be paid under such Litigation Judgment that would be in excess of such
25 Litigation Judgment shall be paid to the Survivors' Trustee to be allocated for distribution
26 to other Trust Claimants in their *pro rata* share, or (b) if such amounts are paid directly to
27 the Litigation Claimant, such Litigation Claim shall immediately turn them over to the
28 Survivors' Trustee.

1 9.8.5 *Reporting Requirement.* The Survivors' Trustee shall report to the
2 Reorganized Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each
3 Abuse Claimant is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether
4 each Abuse Claimant has elected the Immediate Payment, the Distribution Option, or the Litigation
5 Option, and (iii) any modification made by any Abuse Claimant to their treatment status.

6 **9.9. Provisions for Preliminary Distribution to Holders of Allowed Abuse Claims.**

7 9.9.1 Preliminary Review. Not later than the Preliminary Abuse Claim
8 Allowance Deadline, the Abuse Claims Reviewer shall review the Proof of Claim for each Abuse
9 Claim to (a) determine whether it is an Allowed Claim, and (b) determine whether it asserts a
10 compensable claim against RCWC. The allowance of Abuse Claims by the Abuse Claims Reviewer
11 shall have no effect on the amount of the contributions of the Debtor or RCWC. Neither the
12 determination by the Abuse Claims Reviewer that a Proof of Claim is an Allowed Claim, nor that
13 a Proof of Claim asserts a compensable claim against RCWC, shall constitute a trial, an
14 adjudication on the merits, or evidence of liability or damages in any litigation with any Non-
15 Settling Insurer or any other Person.

16 9.9.2 Preliminary Distribution. Not later than the date that is the later of (a) ten
17 (10) days after the Preliminary Abuse Claim Allowance Deadline, and (b) thirty (30) days after the
18 Effective Date, the Survivors' Trustee shall make a Preliminary Distribution to the Holder of each
19 Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim in the amount of
20 \$5,000 to each such Holder from the Survivors' Trust Assets in accordance with the Survivors'
21 Trust Documents.

22 **9.10. Compensation and Reimbursement of Expenses to Survivors' Trustee and**
23 **Survivors' Trust Professionals.** The Survivors' Trustee shall be entitled to compensation as
24 provided for in the Survivors' Trust Documents. The Survivors' Trustee may retain and reasonably
25 compensate, without Bankruptcy Court approval and without the consent of the Reorganized
26 Debtor, counsel and other Professionals as reasonably necessary to assist in the duties of the
27 Survivors' Trustee subject to the terms of the Survivors' Trust Documents. All fees and expenses
28

1 incurred in connection with the foregoing shall be payable from the Survivors' Trust, as provided
2 for in the Survivors' Trust Documents.

3 **9.11. Excess Survivors' Trust Assets.** After the payment of all Abuse Claims that are
4 entitled to a distribution from the Survivors' Trust and all expenses of the Survivors' Trust
5 Expenses, all remaining Assets in the Survivors' Trust shall be transferred to the Reorganized
6 Debtor concurrent with the termination of the Survivors' Trust pursuant to the Survivors' Trust
7 Documents.

8 **9.12. Indemnification of Debtor, Reorganized Debtor, and RCWC.** The Survivors' Trust
9 shall indemnify and hold harmless the Debtor, Reorganized Debtor, and RCWC from and against
10 any and all Abuse Claims, as well as indemnify and reimburse such parties for all fees, costs and
11 expenses related to Abuse Claims (including such fees, costs and expenses incurred in connection
12 with discovery), to the extent set forth in this Plan and the Survivors' Trust Documents, provided
13 that as to RCWC such indemnification shall apply only as to Abuse Claims the Holders of which
14 have provided RCWC Releases. The Survivors' Trust shall not have any obligation to indemnify
15 any Person accused of committing a physical act of Abuse against an Abuse Claimant or such
16 Abuse Claimant's predecessor(s)-in-interest.

17 **9.13. Modification of Survivors' Trust Documents.** The Survivors' Trust Documents
18 may not be amended or modified without the consent of the Reorganized Debtor, which consent
19 shall not be unreasonably withheld. The Reorganized Debtor shall also have consent rights with
20 respect to the appointment of any successor Survivors' Trustee and Survivors' Trust Advisory
21 Committee members, which consent shall not be unreasonably withheld. Notwithstanding the
22 foregoing, the indemnification obligations of the Survivors' Trust described in this Plan as to any
23 Released Party may not be amended or modified without the consent of such Released Party and
24 no such amendment shall affect the rights of any remaining Non-Settling Insurers.

25 **ARTICLE X**
26 **CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

27 **10.1. Conditions to Confirmation.** The following are conditions precedent to
28 Confirmation of this Plan that must be (i) satisfied, or (ii) waived, subject to Court approval:

1 10.1.1. Only to the extent the Court directs solicitation of this Plan separate from the
2 prior solicitation of the Third Amended Plan, a Final Order, finding the Disclosure Statement
3 contains adequate information pursuant to Section 1125 of the Bankruptcy Code, shall have been
4 entered by the Court.

5 10.1.2. The Plan, Plan Supplement, Survivors' Trust Documents, and any other Plan
6 Documents are in a form acceptable to the Debtor and RCWC. Except as to the Debtor, all such
7 documents shall be deemed acceptable to each of the foregoing Persons unless such Person Files a
8 written objection to confirmation of the Plan.

9 10.1.3. The proposed Confirmation Order is acceptable to the Debtor and RCWC.
10 Except as to the Debtor, all such documents shall be deemed acceptable to each of the foregoing
11 Persons unless such Person Files a written objection to the form of the proposed Confirmation
12 Order.

13 10.1.4. The Confirmation Order approves the Channeling Injunction and
14 Exculpation Clause.

15 10.1.5. The Confirmation Order approves the form of the RCWC Release and
16 includes a finding that any Abuse Claimant returning a signed RCWC Release Form shall fully and
17 completely release all claims against RCWC as and to the extent provided in the RCWC Release
18 Form. The Confirmation Order shall include a finding of fact that the Debtor, RCC, RCWC,
19 Adventus, any Settling Insurers, and each of their respective present and former members, officers,
20 directors, employees, advisors, attorneys, and agents acted in good faith within the meaning of and
21 with respect to all of the actions described in Section 1125(e) of the Bankruptcy Code and are,
22 therefore, not liable for the violation of any applicable law, rule, or regulation governing such
23 actions.

24 10.1.6. The Confirmation Order in a form consistent with the foregoing shall be
25 entered in the Chapter 11 Case.

26 **10.2. Conditions to Effectiveness.** The following are conditions precedent to the
27 Effective Date that must be (i) satisfied, or (ii) waived, subject to Court approval (for the avoidance
28

1 of doubt, the Effective Date is not conditioned on resolution of any litigation or assumption of any
2 Unexpired Leases or Executory Contracts):

3 10.2.1. The Confirmation Order shall have been entered and shall be a Final Order
4 in a form reasonably acceptable to the Debtor, and there shall be no stay or injunction that would
5 prevent the occurrence of the Effective Date. The Debtor in its sole discretion may waive the
6 requirement that the Confirmation Order be a Final Order.

7 10.2.2. There shall have been no material amendments to the Plan or Confirmation
8 Order following entry of the Confirmation Order.

9 10.2.3. The Debtor and all other necessary parties shall have executed all documents
10 and entered into all agreements as may be necessary in connection with the Exit Facility described
11 in Article XI of the Plan.

12 10.2.4. The Debtor, the Survivors' Trustee, and any other necessary parties shall
13 have executed all documents necessary for formation of the Survivors' Trust, and for the Survivors'
14 Trustee to administer and operate the Survivors' Trust.

15 10.2.5. Transfer of funds to the Survivors' Trust for all initial contributions to the
16 Survivors' Trust shall have been made, and the proof thereof provided to the Debtor and the
17 Survivors' Trustee.

18 10.2.6. All other actions, authorizations, filings, consents, and approvals required (if
19 any), including but not limited to canonical approvals, shall have been obtained, effected, or
20 executed in a manner acceptable to the Debtor and remain in full force and effect or, if waivable,
21 waived by the Person or Persons entitled to the benefit thereof.

22 10.2.7. All other actions, documents, and agreements necessary to implement and
23 effectuate the Plan shall have been effected or executed.

24 10.2.8. The statutory fees owing to the United States Trustee as of the deadline for
25 payment immediately preceding the Effective Date shall have been paid in full.

26 **10.3. Waiver of Conditions.** The conditions to Confirmation set forth in Section 10.1 or
27 the Effective Date set forth in Section 10.2 may be waived, in whole or in part, by the Debtor,
28 subject to approval of the Court, provided that Sections 10.2.3, 10.2.4, and 10.2.8 are not waivable.

1 The failure to satisfy any material condition to Confirmation or the Effective Date may be asserted
2 by the Debtor in its sole discretion so long as such failure was not primarily caused by any action
3 or inaction by the Debtor. The failure of the Debtor to exercise any of the foregoing rights shall
4 not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right,
5 which may be asserted at any time.

6 **10.4. Revocation of the Plan.** If Confirmation does not occur, an order denying
7 Confirmation is entered by the Court, or if the Plan does not become effective, then the Plan shall
8 be null and void, and nothing contained in the Plan or Disclosure Statement shall: (a) constitute a
9 waiver or release of any Claims against the Debtor; (b) constitute a waiver or release of any right,
10 claim or cause of action of the Debtor; (c) constitute an admission of any fact or legal conclusion
11 by the Debtor or any other Person; (d) prejudice in any manner the rights of the Debtor or any other
12 party in any related or further proceedings; or (e) constitute a settlement, implicit or otherwise, of
13 any kind whatsoever.

14 **ARTICLE XI**
15 **EXIT FINANCING**

16 **11.1. The Exit Facility.** On the Effective Date, the Reorganized Debtor shall enter into
17 the Exit Facility with the Exit Facility Lender. Confirmation of the Plan shall be deemed approval
18 of the Exit Facility, the transactions contemplated thereby, and all actions to be taken, undertakings
19 to be made, and obligations to be incurred by the Reorganized Debtor in connection therewith.
20 Upon entry of the Confirmation Order, the Debtor and Reorganized Debtor (as applicable) shall be
21 authorized to execute and deliver those documents necessary or appropriate to obtain the Exit
22 Facility, including the Exit Facility Documents, without further notice to or order of the Court, act
23 or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval
24 of any Person, subject to such modifications as the Debtor and the Exit Facility Lender may deem
25 to be necessary to consummate the Exit Facility. The Exit Facility will be in the total amount of
26 \$55,000,000 of which up to \$15,000,000 will be used to refinance the DIP Obligations, and the
27 remaining balance of which will be new lending on the Effective Date. Proceeds of the Exit Facility
28

1 shall be used to (a) refinance the then-outstanding balance of the DIP Obligations, (b) fund the
2 Initial Debtor Contribution, and (c) fund the operations of the Reorganized Debtor.

3 **11.2. Effect of the Exit Facility.** On the Effective Date, the Exit Facility shall constitute
4 legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtor,
5 enforceable in accordance with its terms and such indebtedness and obligations (and the
6 transactions effectuated to implement the Exit Financing) shall not be and shall not be deemed to
7 be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, the
8 Confirmation Order or on account of the confirmation or consummation of the Plan. On the
9 Effective Date, all the liens and security interests granted in accordance with the Exit Facility
10 Documents shall be legal, valid, binding upon the Reorganized Debtor, enforceable in accordance
11 with their respective terms, and no obligation, payment, transfer or grant of security under the Exit
12 Facility Documents shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code
13 or under any applicable law or subject to any defense, reduction, recoupment, setoff or
14 counterclaim. Such liens and security interests shall be deemed automatically perfected on the
15 Effective Date without the need for the taking of any further filing, recordation, approval, consent
16 or other action, and such liens and security interests shall not be enjoined or subject to discharge,
17 impairment, release, avoidance, recharacterization or subordination (including equitable
18 subordination) for any purposes whatsoever and shall not constitute preferential transfers or
19 fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law.

20 **11.3. Authorization.** On the Effective Date, the Reorganized Debtor and the Exit Facility
21 Lender shall be authorized to make all filings and recordings, obtain all governmental approvals
22 and consents, and take any other actions necessary to establish and perfect such liens and security
23 interests under the provisions of the applicable state, federal, or other law (whether domestic or
24 foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being
25 understood that perfections shall occur automatically by virtue of the entry of the Confirmation
26 Order and any such filings, recordings, approvals, and consents shall not be required), and the
27 Reorganized Debtor shall thereafter cooperate to make all other filings and recordings that
28

1 otherwise would be necessary under applicable law to give notice of such liens and security interests
2 to third parties.

3 **ARTICLE XII**
4 **MEANS FOR IMPLEMENTING THE PLAN**

5 **12.1. Revesting.**

6 12.1.1 *Revesting of Property in the Reorganized Debtor.* On the Effective Date, all
7 property of the Estate as defined in Section 541 of the Bankruptcy Code, including any Causes of
8 Action, shall revert in the Reorganized Debtor, free and clear of all liens and encumbrances and all
9 Claims, rights, interests, and entitlements. Thereafter, the Reorganized Debtor may use, sell,
10 transfer or exchange such property in its discretion, subject to any restriction or limitation set forth
11 in the Plan.

12 12.1.2 *Obtaining Credit.* At any time after the Effective Date the Reorganized
13 Debtor may obtain credit in its sole discretion without approval of the Bankruptcy Court.

14 12.1.3 *No Waiver.* No claim, right, Cause of Action, or other property of the Estate
15 shall be deemed waived or otherwise forfeited by the Debtor's failure to identify such property in
16 the Schedules or the Disclosure Statement accompanying the Plan.

17 **12.2. Non-Monetary Commitment to Healing and Reconciliation.** In order to further
18 promote healing and reconciliation, and in order to continue efforts to protect children and
19 vulnerable adults and to prevent Abuse from occurring in the future, the Reorganized Debtor shall,
20 (a) as of the Effective Date continue the non-monetary measures outlined in Article IV(G) of the
21 Third Amended Disclosure Statement entitled "Debtor's Mission to Effect Reconciliation and
22 Compensation" after the Effective Date; and (b) not later than the Effective Date (unless a different
23 date is provided in the Confirmation Order) implement the additional Child Protection Protocols in
24 the form filed with the Plan Summary, which non-monetary measures are expressly incorporated
25 herein, provided that if there is any inconsistency between existing measures identified in "(a)"
26 above, and the Child Protection Protocols, the Child Protection Protocols shall govern.

1 **12.3. CCCEB Settlement.** Upon the occurrence of the Effective Date, the CCCEB
2 Settlement, in accordance with the CCCEB Settlement Documents, shall become effective. The
3 CCCEB Settlement shall include the following terms:

4 12.3.1. In full and complete satisfaction of all obligations under the CCCEB Note,
5 CCCEB shall transfer to RCBO on the Effective Date fee simple title to the Cathedral Property,
6 together with all improvements thereon and all tangible personal property owned by CCCEB and
7 located on or used in connection with operation of the Cathedral Property.

8 12.3.2. CCCEB shall assign to RCBO, and RCBO shall assume all obligations of
9 CCCEB under, all current contracts related to maintenance, operation, and security of the Cathedral
10 Property, provided that RCBO may decline to assume any such contract following reasonable
11 diligence review, and further provided that to the extent any such contracts are not assignable under
12 their terms or applicable law or assignment would constitute a breach under the terms of such
13 contract, RCBO may instead, at its election, fund CCCEB's obligations for payment under any such
14 contracts.

15 12.3.3. Funds in deposit accounts in the name of or controlled by CCCEB for
16 operation of the Cathedral Property shall, at RCBO's election, be transferred to RCBO, or otherwise
17 used for operating expenses related to the Cathedral Property or otherwise to pay the debts of
18 CCCEB.

19 12.3.4. CCCEB shall assign to RCBO, and RCBO shall assume all obligations under
20 the existing leases and user agreements with tenants and other users of the Cathedral Property,
21 including (i) that certain License and Services Agreement dated as of January 1, 2020, with RCC
22 regarding the mausoleum on the Cathedral Property; (ii) that certain Commercial Office Lease
23 Agreement with RCC dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order
24 of Malta Clinic of Northern California dated January 25, 2008, and amended February 10, 2023;
25 and (iv) agreements for use of Cathedral Property space with RCWC, and the Cathedral of Christ
26 the Light parish Church.

27 12.3.5. CCCEB shall have no further obligation or liability of any kind for the debt
28 evidenced by the CCCEB Note, or in connection with the CCCEB Note.

1 12.3.6. The Debtor and CCCEB shall agree to such other terms, not inconsistent
2 with the Plan, as are necessary or desired to complete the CCCEB Settlement.

3 **12.4. Treatment of Actions and Causes of Action.** On the Effective Date, all Causes of
4 Action held by the Estate or the Debtor other than those included in the Survivors' Trust Assets
5 shall be deemed fully vested in the Reorganized Debtor. Pursuant to Section 1123(b)(3) of the
6 Bankruptcy Code, the Reorganized Debtor shall retain and have the exclusive authority and
7 standing to prosecute, enforce, pursue, sue on, settle or compromise any and all Causes of Action
8 (including Avoidance Actions), arising before the Effective Date, including all Causes of Action
9 of a trustee and debtor-in-possession under the Bankruptcy Code, but not including the Coverage
10 Action, Assigned Insurance Interests, and any other Causes of Action expressly released or
11 compromised as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered
12 prior to the Effective Date. The Reorganized Debtor shall also retain and may prosecute and
13 enforce all defenses, counterclaims, and rights that have been asserted or could be asserted by the
14 Debtor against or with respect to all Claims asserted against the Debtor or property of the Estate.
15 Failure to specifically identify potential Causes of Action in the Plan shall not be deemed a waiver
16 of any such Cause of Action by the Debtor, Reorganized Debtor, or the Survivors' Trust.

17 **12.5. Continued Existence.** From and after the Effective Date, the Debtor shall continue
18 in existence as the Reorganized Debtor in accordance with applicable law for all purposes,
19 including, among other things, (a) enforcing and prosecuting claims, interests, rights, and privileges
20 of the Debtor including, without limitation, prosecuting Causes of Action, (b) resolving Disputed
21 Claims, (c) administering the Plan, (d) filing appropriate tax returns and refund requests, and
22 (e) performing all such other acts and conditions required by and consistent with consummation of
23 the Plan.

24 **12.6. The Survivors' Trust.** On the Effective Date, the Survivors' Trust shall be created,
25 as provided in Article IX of the Plan.

26 **12.7. Post-Effective Date Prosecution of Non-Abuse Litigation Claims.**

27 12.7.1 *Relief from the Automatic Stay.* Effective upon the Effective Date, Holders
28 of Class 6 Claims are granted relief from the automatic stay of Section 362 of the Bankruptcy Code

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

7 12.7.2 *Non-Abuse Litigation Reserve.* No less than sixty (60) days after the
8 Effective Date, the Reorganized Debtor shall establish the Non-Abuse Litigation Reserve and fund
9 it with \$750,000.00.

10 12.7.3 *Sources of Recovery for Non-Abuse Litigation Claims.* Notwithstanding any
11 provision to the contrary in the Plan Documents, Holders of Class 6 Claims shall be entitled to
12 prosecute and/or settle their respective Class 6 Action, provided that each such Holder shall be
13 limited to recovering from (i) the proceeds of any applicable insurance policy which provides
14 coverage, or could provide coverage, with respect to such Class 6 Claim and (ii) its *pro rata* portion
15 of the Non-Abuse Litigation Reserve; provided, however, no Holder of a Class 6 Claim may
16 recover more than \$250,000.00 from the Non-Abuse Litigation Reserve. Effective upon the
17 Effective Date, Holders of Class 6 Claims shall be otherwise barred and enjoined from seeking
18 recovery on any judgment or settlement obtained in their respective Class 6 Action from the assets
19 of the Debtor, Reorganized Debtor, Survivors’ Trust, and any other party receiving a release under
20 this Plan.

21 12.7.4 *Insurance Coverage for Non-Abuse Litigation Claims.* All parties,
22 including, but not limited to, any insurer under any insurance policy alleged to provide coverage of
23 a Class 6 Claim, reserve and expressly do not waive any of their rights, remedies and/or defenses
24 with respect to any Class 6 Claim. If any insurer denies and/or disclaims coverage of a Class 6
25 Claim, the Debtor or Reorganized Debtor (as applicable) shall reasonably cooperate at the sole cost
26 of the Holder of such Class 6 Claim to assign to that Holder the right to pursue and receive the
27 proceeds of any applicable coverage under such Insurer’s Abuse Insurance Policy or Abuse
28 Insurance Policies. Nothing contained herein shall be deemed a representation or warranty

1 concerning the availability, scope or interpretation of any insurance coverage(s) which may or may
2 not exist for Class 6 Claims.

3 **12.8. Bankruptcy Procedure and Transition.**

4 12.8.1 *Notice Required Post-Confirmation.* Except as otherwise specifically
5 provided in this Plan, notice of Filings in the Bankruptcy Court after the Confirmation Date,
6 including fee applications, shall be required to be given only to Persons or Entities on the Post-
7 Confirmation Notice List. Consistent with the Local Rules of the Bankruptcy Court, no other form
8 of service shall be required on parties receiving service through ECF.

9 12.8.2 *Post-Confirmation Matters.* Except as otherwise specified herein, matters
10 arising after the Confirmation Date and subject to the Court's retained jurisdiction may be initiated
11 in the same manner and with the same effect as if the Chapter 11 Case was pending before the
12 Bankruptcy Court and the Plan had not been confirmed. Subject to the provisions of the Plan and
13 the Bankruptcy Code governing compensation of Professionals, and except as provided in
14 Article XIII of the Plan, every party to such a matter shall bear its own attorneys' fees and costs in
15 connection therewith.

16 12.8.3 *Dissolution of the Committee.* On the Effective Date, the Committee shall
17 be dissolved and the Committee and its members, as of the Effective Date, shall be discharged of
18 and from all further authority, duties, responsibilities, and obligations related to, arising from and
19 in connection with the Chapter 11 Case.

20 12.8.4 *Statutory Fees.*

21 12.8.4.1 The Reorganized Debtor shall continue to pay all
22 U.S. Trustee Fees accruing on or before the earlier of (i) the closing of the Chapter 11 Case,
23 and (ii) December 31, 2026. Should the Chapter 11 Case remain open through January 1,
24 2027 or later, the Survivors' Trust shall pay all U.S. Trustee Fees accruing on or after that
25 date until the Chapter 11 Case is closed. All U.S. Trustee Fees shall be paid at the rate in
26 effect at the time such fees come due.

27 12.8.4.2 Solely for purposes of calculating U.S. Trustee Fees on
28 account of the amounts to be funded by the Debtor to the Survivors' Trust, such amounts

1 shall be considered distributions from the Debtor pursuant to 28 U.S.C. § 1930(a)(6) on the
2 date of such distributions.

3 12.8.4.3 Contributions by any party to the Survivors' Trust other than
4 the Debtor, including without limitation RCWC or a Settling Insurer, shall not be considered
5 distributions by or on behalf of the Debtor or Reorganized Debtor for purposes of
6 calculating U.S. Trustee Fees.

7 12.8.4.4 Distributions from the Survivors' Trust shall not be
8 considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes
9 of calculating U.S. Trustee Fees.

10 12.8.5 *Post-Confirmation Reporting.* The Reorganized Debtor shall file with the
11 Bankruptcy Court post-confirmation quarterly reports in a form consistent with Bankruptcy Code
12 § 1106(a)(7), Bankruptcy Rule 2015(a)(5), and 28 C.F.R. § 58.8 until the earliest of the Chapter 11
13 Case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

14 **12.9. *Post-Petition Deposits.***

15 12.9.1 *Closing of Utility Deposit Account.* As of the Effective Date, the
16 Reorganized Debtor shall be authorized to close the Adequate Assurance Account, as defined in
17 the *Final Order Establishing Adequate Assurance Procedures With Respect to The Debtor's Utility*
18 *Providers* [Docket No. 114], and retain all funds held therein.

19 12.9.2 *Other Deposits.* From and after the Effective Date, the Reorganized Debtor
20 may, at its election, demand the refund of any deposit provided to a Person other than a utility after
21 the Petition Date or may offset the amount of such deposit, at the Reorganized Debtor's election,
22 against either post-Effective Date billings or against distributions to the holder of such deposit on
23 account of its Allowed Claims, or otherwise take any actions permitted by law to obtain recovery
24 of such deposit; for the avoidance of any doubt, the foregoing supersedes any pre- or post-petition
25 agreement between the holder of such deposit and the Debtor.

26 **12.10. *Other Actions.*** On and after the Effective Date, the Reorganized Debtor shall be
27 authorized to take such actions as are reasonably necessary to complete and effectuate the terms of
28

1 this Plan, subject only to the specific limitations contained in this Plan, the Bankruptcy Code or
2 Bankruptcy Rules, and any order of the Court.

3 **12.11. General Settlement.** Pursuant to Sections 105 and 1123 of the Bankruptcy Code
4 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and
5 other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall
6 constitute a good faith compromise and settlement of all Claims and controversies resolved
7 pursuant to the Plan, including without limitation the CCCEB Settlement. On or before the
8 Effective Date, the Bankruptcy Court will have approved, by Final Order, such compromises, and
9 the Bankruptcy Court's findings will constitute its determination that such compromises and
10 settlements are in the best interests of the Debtor, the Estate, Abuse Claimants (including Unknown
11 Abuse Claims), Holders of other Claims, and other parties in interest, and are fair, equitable, and
12 within the range of reasonableness. To the extent a separate Final Order is not entered on or before
13 the Confirmation Date, the entry of the Confirmation Order will constitute the Final Order
14 approving the compromises and settlements hereunder.

15 **12.12. Closing of the Case.** As soon as reasonably practicable when the Reorganized
16 Debtor deems appropriate, consistent with the provisions of this Plan, the Bankruptcy Code
17 including without limitation Section 350 of the Bankruptcy Code, the Bankruptcy Rules including
18 without limitation Bankruptcy Rule 3022, and the Local Rules of this Court, the Reorganized
19 Debtor shall file and serve an application for entry of a Final Decree closing the Chapter 11 Case,
20 together with a proposed Final Decree. A Final Decree may be entered before the Survivors' Trust
21 is fully administered, and the expectation that the Survivors' Trust will make further distributions
22 shall not be a basis for delaying entry of a Final Decree. Entry of a Final Decree closing the
23 Chapter 11 Case shall, whether or not specified therein, be without prejudice to the right of the
24 Reorganized Debtor, the United States Trustee, the Survivors' Trustee, or any other party in interest
25 to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or the District Court
26 has retained jurisdiction under this Plan. Any Final Decree or order closing this Chapter 11 Case
27 will provide that the Bankruptcy Court or the District Court, as appropriate, will retain
28 (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other

1 orders entered in this Chapter 11 Case, and the obligations created by this Plan and the Plan
2 Documents; and (b) all other jurisdiction and authority granted to it under this Plan and the Plan
3 Documents.

4 **ARTICLE XIII**
5 **EFFECT OF PLAN CONFIRMATION**

6 **13.1. Binding Effect of Confirmation.** As of the Confirmation Date, but subject to
7 occurrence of the Effective Date, the provisions of this Plan shall be binding on and inure to the
8 benefit of the Debtor, the Estate, all Holders of Claims against the Debtor, and all other Persons or
9 Entities whether or not such Persons or Entities have accepted this Plan. The rights, benefits, and
10 obligations of any Person or Entity named or referred to in the Plan will be binding on, and will
11 inure to the benefit of, the executors, administrators, successors and assigns of each Person or Entity
12 (as applicable), whether or not they have accepted the Plan.

13 **13.2. Ratification.** Subject to all the terms of this Plan, the Confirmation Order shall be
14 deemed to ratify all transactions effectuated by the Debtor during the pendency of the Chapter 11
15 Case to the extent occurring pursuant to an order of the Court.

16 **13.3. Discharge of Claims.** Under Section 1141(d) of the Bankruptcy Code, and except
17 as otherwise specifically provided in the Plan or in any agreement or document executed pursuant
18 to the Plan, the distributions, rights, and treatment of Claims and Causes of Action in the Plan shall
19 be in complete satisfaction, discharge, and release, as of the Effective Date, of Claims and Causes
20 of Action based upon conduct occurring before the Effective Date, whether known or unknown,
21 against the Debtor (including for the avoidance of doubt the Churches) or any of its assets or
22 properties, including without limitation (i) any demands, liabilities, and Causes of Action based
23 upon conduct occurring before the Effective Date, (ii) any liability to the extent such Claims relate
24 to services performed by employees of the Debtor before the Effective Date and that arise from a
25 termination of employment, (iii) any contingent or non-contingent liability on account of
26 representations or warranties issued on or before the Effective Date, and (iv) all debts of the kind
27 specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Any default by the Debtor
28 with respect to any Claim existing immediately before or on account of the filing of the Chapter 11

1 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial
2 determination of the discharge of all Claims subject to the Effective Date occurring. Nothing in
3 this Section 13.3 shall prohibit an Abuse Claimant from exercising the Litigation Option to pursue
4 recovery from any applicable Non-Settling Insurer Abuse Insurance Policy in accordance with this
5 Plan, and anything herein to the contrary notwithstanding, to the extent the Holder of an Abuse
6 Claim elects the Litigation Option, such Abuse Claim shall not be discharged or released to the
7 extent that such Holder may assert claims in a court of competent jurisdiction against the Debtor in
8 name only and cannot recover any additional amounts from the Debtor other than the Debtor
9 Contribution to the Survivors' Trust as provided herein. For avoidance of doubt, subject to the
10 foregoing, the discharge provided under the Plan and Section 1141 be effective as to each such
11 Abuse Claim upon conclusion of any such litigation in a court of competent jurisdiction.

12 **13.4. Confirmation Injunction.**

13 Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date
14 all Holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or
15 properties based upon any act, omission, transaction, occurrence, or other activity of any nature
16 that occurred before the Effective Date shall be precluded and permanently enjoined from
17 prosecuting or asserting any such discharged Claim against the Debtor or the Reorganized Debtor
18 or the property of the Debtor or Reorganized Debtor. In accordance with the foregoing, except as
19 expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial
20 determination of discharge or termination of all Claims, and other debts and liabilities against or in
21 the Debtor pursuant to Sections 105, 524 and 1141 of the Bankruptcy Code, and such discharge
22 shall void any judgment obtained against the Debtor at any time to the extent such judgment relates
23 to a discharged Claim.

24 **13.5. Injunction Against Interference with the Plan.** Upon the entry of the Confirmation

25 Order, all Holders of Claims and other parties in interest, along with their respective present or
26 former affiliates, employees, agents, officers, directors, attorneys, or principals, shall be enjoined
27 from taking any actions to interfere with the implementation or consummation of this Plan.
28

1 **13.6. Exculpation.** Subject to the occurrence of the Effective Date, to the fullest
2 extent permissible under applicable law and without affecting or limiting either the releases
3 by the Debtor, and except as otherwise specifically provided in the Plan or the Confirmation
4 Order, none of the Exculpated Parties shall have or incur any liability to any Holder of a
5 Claim or any other Person for any act or omission in connection with, related to, or arising
6 out of, the Chapter 11 Case, the Plan, the pursuit of Confirmation of the Plan, the negotiation
7 and consummation of the Plan, or the administration of the Chapter 11 Case and the Plan,
8 the property to be distributed under the Plan, the administration of the Survivors' Trust
9 Assets and the Survivors' Trust by the Survivors' Trustee, or any other related agreement,
10 or any restructuring transaction, contract, instrument, release, or other agreement or
11 document created or entered into during the Chapter 11 Case in connection with the
12 Chapter 11 Case, or upon any other act or omission, transaction, agreement, event, or other
13 occurrence related or relating to the foregoing, and each Exculpated Party hereby is
14 exculpated from any claim or Cause of Action related to the foregoing; provided, however,
15 that the foregoing shall not operate as an exculpation, waiver or release for (i) any express
16 contractual obligation owing by any such Person or Entity, (ii) willful misconduct or gross
17 negligence, and (iii) with respect to Professionals, liability arising from claims of professional
18 negligence which shall be governed by the standard of care otherwise applicable to
19 professional negligence claims under applicable non-bankruptcy law, and, in all respects, the
20 Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their
21 duties and responsibilities under the Plan; provided further that nothing in the Plan shall, or
22 shall be deemed to, release the Exculpated Parties, or exculpate the Exculpated Parties with
23 respect to, their respective obligations or covenants arising pursuant to the Plan.

24 **13.7. Injunction Related to Exculpation.** As of the Effective Date, all Holders of Claims
25 that are the subject of Section 13.6 are, and shall be, expressly, conclusively, absolutely,
26 unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from
27 taking any of the following actions against any Exculpated Party and, solely to the extent provided
28 by Section 1125(e) of the Bankruptcy Code, any Entity described in Section 1125(e) or its or their

1 property or successors or assigns on account of or based on the subject matter of such Claims,
2 whether directly or indirectly, derivatively or otherwise: (a) commencing, conducting or
3 continuing in any manner, directly or indirectly, any suit, action or other proceeding (including any
4 judicial, arbitral, administrative or other proceeding) in any forum; (b) enforcing, attaching
5 (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment,
6 award, decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly
7 or indirectly, any lien or encumbrance; and/or (d) setting off, seeking reimbursement or
8 contributions from, or subrogation against, or otherwise recouping in any manner, directly or
9 indirectly, any amount against any liability or obligation that is discharged under Section 13.3 or
10 exculpated under Section 13.6.

11 **13.8. Releases by the Debtor.** As of the Effective Date, except for the rights that
12 remain in effect from and after the Effective Date to enforce the Plan and the Confirmation
13 Order, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable
14 consideration, the adequacy of which is hereby confirmed, including the service of the
15 Released Parties and Settling Insurers, and each of them, to facilitate and implement the
16 reorganization of the Debtor, as an integral component of the Plan, the Releasing Parties
17 shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally,
18 irrevocably, and forever release and discharge each and all of the Released Parties and
19 Settling Insurers of and from any and all Causes of Action (including Avoidance Actions),
20 any and all other Claims, obligations, rights, demands, suits, judgments, damages, debts,
21 remedies, losses and liabilities of any nature whatsoever (including any derivative claims or
22 Causes of Action asserted or that may be asserted on behalf of the Debtor, the Reorganized
23 Debtor, or the Estate), whether liquidated or unliquidated, fixed or contingent, matured or
24 unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in
25 law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising
26 from, in whole or in part, any act, omission, transaction, event, or other circumstance taking
27 place or existing on or before the Effective Date (including before the Petition Date) in
28 connection with or related to the Debtor, the Reorganized Debtor, the Estate, their respective

1 assets and properties, the Chapter 11 Case, the Plan Documents, and any related agreements,
2 instruments, and other documents created or entered into before or during the Chapter 11
3 Case, the pursuit of entry of the Confirmation Order, the administration and implementation
4 of the Plan, including the distribution of property under the Plan, or any other related
5 agreement, or upon any other act or omission, transaction, agreement, event, or other
6 occurrence taking place on or before the Effective Date related or relating to the foregoing.
7 Notwithstanding anything to the contrary in the foregoing, the releases set forth in this
8 Section 13.8 shall not be construed as releasing any post-Effective Date obligations of any
9 Person or Entity under the Plan or any document, instrument, or agreement executed to
10 implement the Plan or reinstated under the Plan.

11 **13.9. Injunction Related to Discharge.** As of the Effective Date, and except as set forth
12 in Articles VIII and IX hereof for Abuse Claimants who elect the Litigation Option to sue the
13 Debtor (as a nominal party only), all Creditors treated under the Plan are, and shall be,
14 expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed,
15 restrained, prohibited, barred and enjoined from taking any of the following actions against
16 any Released Party or its property or successors or assigns on account of or based on the
17 subject matter of Claims treated under the Plan, whether directly or indirectly, derivatively
18 or otherwise: (a) commencing, conducting or continuing in any manner, directly or
19 indirectly, any suit, action or other proceeding (including any judicial, arbitral,
20 administrative or other proceeding) in any forum; (b) enforcing, attaching (including,
21 without limitation, any prejudgment attachment), collecting, or in any way seeking to recover
22 any judgment, award, decree, or other order; (c) creating, perfecting or in any way enforcing
23 in any matter, directly or indirectly, any lien or encumbrance; and/or (d) setting off, seeking
24 reimbursement or contributions from, or subrogation against, or otherwise recouping in any
25 manner, directly or indirectly, any amount against any liability or obligation that is
26 discharged under Section 13.3 of the Plan.

27 **13.10. Disallowed Claims.** On and after the Effective Date, the Debtor and the
28 Reorganized Debtor shall be fully and finally discharged of any and all liability or obligation on

1 any and all Disallowed Claims, and any order Disallowing a Claim that is not a Final Order as of
2 the Effective Date solely because of an Entity's right to move for reconsideration of such Order
3 pursuant to Section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless
4 become and be deemed to be a Final Order on and as of the Effective Date. The Confirmation
5 Order, except as otherwise provided herein, shall constitute an order Disallowing all Claims to the
6 extent such Claims are not allowable under any provision of Section 502 of the Bankruptcy Code,
7 including time-barred Claims, and Claims for unmatured interest.

8 **13.11. Channeling Injunction. IN CONSIDERATION OF THE UNDERTAKINGS**
9 **UNDER THIS PLAN BY THE RELEASED PARTIES, THEIR CONTRIBUTIONS TO**
10 **THE SURVIVORS' TRUST, AND OTHER CONSIDERATION AND TO FURTHER**
11 **PRESERVE AND PROMOTE THE AGREEMENTS AMONG THE RELEASED PARTIES**
12 **AND THE SETTLING INSURERS AND TO SUPPLEMENT WHERE NECESSARY THE**
13 **INJUNCTIVE EFFECT OF THE DISCHARGE AS PROVIDED IN SECTIONS 524 AND**
14 **1141 OF THE BANKRUPTCY CODE, AND PURSUANT TO SECTIONS 105 AND 363 OF**
15 **THE BANKRUPTCY CODE:**

16 13.11.1. ANY AND ALL CHANNELED CLAIMS, INCLUDING
17 WITHOUT LIMITATION UNKNOWN ABUSE CLAIMS, ARE CHANNELED INTO THE
18 SURVIVORS' TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED,
19 RESOLVED AND PAID IN THE AMOUNTS AS PROVIDED BY THE SURVIVORS'
20 TRUST DISTRIBUTION PLAN AND PROCEDURES ESTABLISHED UNDER THIS
21 PLAN AND THE SURVIVORS' TRUST AGREEMENT AS THE SOLE AND EXCLUSIVE
22 REMEDY FOR ALL HOLDERS OF CHANNELED CLAIMS; AND

23 13.11.2. EXCEPT AS SET FORTH IN ARTICLES VIII AND IX
24 HEREOF FOR ABUSE CLAIMANTS WHO ELECT THE LITIGATION OPTION TO SUE
25 THE DEBTOR (AS A NOMINAL PARTY ONLY), ALL PERSONS WHO HELD OR
26 ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT ANY
27 CHANNELED CLAIMS ARE HEREBY PERMANENTLY STAYED, ENJOINED,
28 BARRED AND RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR

1 INDIRECTLY, FOR THE PURPOSES OF ASSERTING, ENFORCING, OR
2 ATTEMPTING TO ASSERT OR ENFORCE ANY CHanneled CLAIM AGAINST THE
3 RELEASED PARTIES AND THE SETTling INSURERS, INCLUDING:
4 (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER
5 PROCEEDING OF ANY KIND WITH RESPECT TO ANY CHanneled CLAIM
6 AGAINST ANY OF THE RELEASED PARTIES OR SETTling INSURERS OR
7 AGAINST THE PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTling
8 INSURERS; (ii) ENFORCING, ATTACHING, COLLECTING OR RECOVERING, BY
9 ANY MANNER OR MEANS, FROM ANY OF THE RELEASED PARTIES OR THE
10 PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTling INSURERS, ANY
11 JUDGMENT, AWARD, DECREE, OR ORDER WITH RESPECT TO ANY CHanneled
12 CLAIM AGAINST ANY OF THE RELEASED PARTIES OR SETTling INSURERS;
13 (iii) CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND
14 RELATING TO ANY CHanneled CLAIM AGAINST ANY OF THE RELEASED
15 PARTIES OR SETTling INSURERS OR THE PROPERTY OF THE RELEASED
16 PARTIES OR SETTling INSURERS; (iv) ASSERTING, IMPLEMENTING OR
17 EFFECTUATING ANY CHanneled CLAIM OF ANY KIND AGAINST ANY
18 OBLIGATION DUE ANY OF THE RELEASED PARTIES OR SETTling INSURERS,
19 ANY OF THE RELEASED PARTIES OR SETTling INSURERS, OR THE PROPERTY
20 OF ANY OF THE RELEASED PARTIES OR SETTling INSURERS; (v) TAKING ANY
21 ACT, IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT
22 CONFORM TO, OR COMPLY WITH, THE PROVISIONS OF THIS PLAN OR THE
23 SURVIVORS' TRUST DOCUMENTS; AND (vi) ASSERTING OR ACCOMPLISHING
24 ANY SETOFF, RIGHT OF INDEMNITY, SUBROGATION, CONTRIBUTION OR
25 RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO ANY OF THE
26 RELEASED PARTIES OR SETTling INSURERS.

27 *13.12. Provisions Relating to the Channeling Injunction.*

28 13.12.1 *Modifications.* The Channeling Injunction is a permanent injunction. It shall

1 not be modified, dissolved, or terminated.

2 13.12.2 *Non-Limitation*. Nothing in the Plan or the Survivors' Trust Documents
3 shall or shall be construed in any way to limit the scope, enforceability, or effectiveness of the
4 Channeling Injunction or the assumption by the Survivors' Trust of all liability with respect to the
5 Abuse Claims.

6 13.12.3 *Bankruptcy Rule 3016 Compliance*. The Debtor's compliance with the
7 requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an admission
8 that the Plan provides for an injunction against conduct not otherwise enjoined under the
9 Bankruptcy Code.

10 13.12.4 *No Duplicative Recovery*. In no event shall any Abuse Claimant be entitled
11 to receive any payment, reimbursement, or restitution from any Released Party under any theory of
12 liability for the same loss, damage, or other Abuse Claim that is reimbursed by the Survivors' Trust
13 or is otherwise based on the same events, facts, matters, or circumstances that gave rise to the
14 applicable Abuse Claim. This provision does not prohibit a Holder of Abuse Claim from pursuing
15 recovery from Non-Settling Insurers for coverage of an Abuse Claim, subject to Articles VIII and
16 IX hereof.

17 **13.13. *Effect of Channeling Injunction***. The Channeling Injunction is an integral part of
18 this Plan and is essential to this Plan's consummation and implementation. It is intended that the
19 channeling of the Channeled Claims as provided in Section 13.12 of the Plan shall inure to the
20 benefit of the Released Parties and the Settling Insurers. In any action to enforce the injunctive
21 provisions of Section 13.12 of the Plan against a Holder of a Claim whereby it is held by a Final
22 Order that such Holder willfully violated the terms of Section 13.12 of the Plan, the moving party
23 may seek an award of costs including reasonable attorneys' fees against such Holder, and such
24 other legal or equitable remedies as are just and proper, after notice and a hearing. The Channeling
25 Injunction does not bar claims against any Non-Settling Insurer except to the extent a Non-Settling
26 Insurer becomes a Settling Insurer.

27 **13.14. *Exclusion Regarding Non-Settling Insurers***. **NOTWITHSTANDING THE**
28 **FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS ARTICLE**

1 **XIII (INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS) LIMITS**
2 **THE RIGHTS OF A NON-SETTLING INSURER AS SET FORTH IN, OR PRESERVED**
3 **BY, THE PLAN, INCLUDING (I) ARTICLES VIII AND IX AND (II) THE RIGHTS OF**
4 **ANY INSURER (INCLUDING NON-SETTLING INSURERS) TO ASSERT ANY CLAIMS**
5 **FOR REINSURANCE UNDER REINSURANCE CONTRACTS OR CLAIMS UNDER**
6 **RETROCESSIONAL CONTRACTS AGAINST THE SETTLING INSURERS AND**
7 **OTHER INSURANCE COMPANIES. FURTHERMORE, THE NON-SETTLING**
8 **INSURERS ARE NOT GRANTING (NOR SHALL THEY BE SUBJECT TO) ANY THIRD-**
9 **PARTY RELEASE, INJUNCTION, OR EXCULPATION COVERING ANY NON-**
10 **DEBTOR PERSON OR ENTITY AND THEY SHALL BE DEEMED TO HAVE OPTED**
11 **OUT OF ANY SUCH RELEASE, INJUNCTION, OR EXCULPATION.**

12 **ARTICLE XIV**
13 **MODIFICATION**

14 **14.1. *Modification of the Plan.***

15 14.1.1. To the fullest extent permitted under Section 1127 of the Bankruptcy Code,
16 the Plan may be altered, amended or modified by the Debtor (or Reorganized Debtor as appropriate)
17 at any time prior to its substantial consummation.

18 14.1.2. In the event of any modification, alteration or amendment on or before
19 Confirmation, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject
20 this Plan as modified, unless the Court finds that the modification, alteration or amendment
21 materially and adversely affects the rights of parties in interest which have cast said votes.

22 **14.2. *Correction of Defects.*** Following the Effective Date, the Reorganized Debtor may
23 initiate a proceeding or motion in the Court in order to remedy any defects or omissions, or to
24 reconcile any inconsistencies, in the Plan or the Confirmation Order, upon notice of such
25 proceedings or motion served on all parties listed in the Post-Confirmation Notice List and any
26 other parties who may be materially and adversely affected.

27 **14.3. *Savings Clause.*** Any minor defect or inconsistency in the Plan may be corrected or
28 amended by the Confirmation Order.

1 matter, complaint, answer, counterclaim, cross-claim or other action is filed or taken by the
2 Reorganized Debtor either in the Bankruptcy Court or otherwise, in order to enforce or interpret
3 any terms of the Plan or the Confirmation Order, or any order or agreement made in implementation
4 of the Plan, the prevailing party in such matter (as determined by a court of competent jurisdiction)
5 shall be entitled to recover from any opposing party its expenses, including reasonable attorneys'
6 fees and costs, incurred in such matter.

7 **16.2. Exemption from Certain Transfer Taxes and Recording Fees.** Pursuant to
8 Section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the
9 making or delivery of an instrument of transfer under the Plan may not be taxed under any law
10 imposing a stamp tax or similar tax. The taxes from which such transfers are exempt include stamp
11 taxes, recording taxes, sales and use taxes, transfer taxes, and other similar taxes.

12 **16.3. Effectuating Documents.** The Debtor or the Reorganized Debtor, as the case may
13 be, is authorized to execute, deliver, file, or record such contracts, instruments, releases, and other
14 agreements or documents and take such actions as may be necessary or appropriate to implement,
15 effectuate, and further evidence the terms and conditions of the Plan and any notes or interests
16 issued pursuant to the Plan.

17 **16.4. Governing Law.** Unless a rule of law or procedure is supplied by federal law,
18 including the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of California
19 (without reference to its conflict of law rules) will govern the construction and implementation of
20 the Plan and any agreement, documents, and instruments executed in connection with the Plan
21 unless otherwise specifically provided in such agreements, documents, or instruments.

22 **16.5. Integration.** The provisions of this Plan and the Confirmation Order shall supersede
23 any and all prior agreements, documents, understandings, written or otherwise, in respect of any
24 Claim, and the treatment or satisfaction thereof, except as provided in any order of the Court. All
25 such prior agreements, documents or understandings are merged herein, and no Person may
26 thereafter pursue or prosecute any Claim or demand arising out of or pertaining to such superseded
27 agreements, documents or understandings as against the Debtor or Reorganized Debtor.
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DATED: February 20, 2026

THE ROMAN CATHOLIC BISHOP OF OAKLAND

By: /s/ Attila Bardos
Attila Bardos
Chief Financial Officer

Presented by:
FOLEY & LARDNER LLP
Eileen R. Ridley
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
Mark C. Moore

/s/ Shane J. Moses
Shane J. Moses

*Counsel for the Debtor
and Debtor in Possession*

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Schedule 1.1.21

Legal Description of Cathedral Property Parcel

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LEGAL DESCRIPTION OF LAND - CATHEDRAL

Real property in the City of Oakland, County of Alameda, State of California, described as follows:
Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.
APN: 008 -0653-024

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Schedule 1.1.29
Schedule of Churches

Church Listing

	Church Names	City
1		
2		
3	HOLY SPIRIT/NEWMAN HALL CHURCH	BERKELEY
4	ST. MARY MAGDALEN CHURCH	BERKELEY
5	CATHEDRAL OF CHRIST THE LIGHT	OAKLAND
6	ST. THERESA CHURCH	OAKLAND
7	ST. PATRICK MISSION	CROCKETT
8	ST. BARNABAS CHURCH	ALAMEDA
9	ST. JOSEPH BASILICA	ALAMEDA
10	ST. AMBROSE CHURCH	BERKELEY
11	OUR LADY OF GRACE CHURCH	CASTRO VALLEY
12	TRANSFIGURATION CHURCH	CASTRO VALLEY
13	ST. RAYMOND PENAFORT CHURCH	DUBLIN
14	CORPUS CHRISTI CHURCH	FREMONT
15	HOLY SPIRIT CHURCH	FREMONT
16	ST. JAMES THE APOSTLE CHURCH	FREMONT
17	ST. JOSEPH CHURCH	FREMONT
18	OUR LADY OF GUADALUPE CHURCH	FREMONT
19	ALL SAINTS CHURCH	HAYWARD
20	ST. BEDE CHURCH	HAYWARD
21	ST. CLEMENT CHURCH	HAYWARD
22	ST. JOACHIM CHURCH	HAYWARD
23	ST. CHARLES BORROMEIO CHURCH	LIVERMORE
24	ST. MICHAEL CHURCH	LIVERMORE
25	ST. EDWARD CHURCH	NEWARK
26	ST. AUGUSTINE CHURCH	OAKLAND
27	ST. BENEDICT CHURCH	OAKLAND
28	ST. BERNARD CHURCH	OAKLAND
29	ST. ELIZABETH CHURCH	OAKLAND
30	ST. LEO THE GREAT CHURCH	OAKLAND
31	OUR LADY OF LOURDES CHURCH	OAKLAND
32	ST. MARGARET MARY CHURCH	OAKLAND
33	ST. PATRICK CHURCH	OAKLAND
34	SACRED HEART CHURCH	OAKLAND
35	CORPUS CHRISTI CHURCH	PIEDMONT
36	CATHOLIC COMMUNITY of PLEASANTON	PLEASANTON
37	CHURCH OF THE ASSUMPTION	SAN LEANDRO
38	OUR LADY OF GOOD COUNSEL	SAN LEANDRO
39	ST. FELICITAS CHURCH	SAN LEANDRO
40	ST. LEANDER CHURCH	SAN LEANDRO
41	ST. JOHN THE BAPTIST CHURCH	SAN LORENZO
42	OUR LADY OF THE ROSARY CHURCH	UNION CITY
43	ST. ANNE CHURCH	UNION CITY
44	ST. IGNATIUS OF ANTIOCH CHURCH	ANTIOCH
45	IMMACULATE HEART of MARY CHURCH	BRENTWOOD
46	ST. AGNES CHURCH	CONCORD
47	ST. BONAVENTURE CHURCH	CONCORD

Church Listing

	Church Names	City
1		
2		
3	ST. FRANCIS OF ASSISI CHURCH	CONCORD
4	QUEEN OF ALL SAINTS CHURCH	CONCORD
5	ST. ROSE OF LIMA CHURCH	CROCKETT
6	ST. ISIDORE CHURCH	DANVILLE
7	ST. JEROME CHURCH	EL CERRITO
8	ST. JOHN THE BAPTIST CHURCH	EL CERRITO
9	ST. CALLISTUS CHURCH	EL SOBRANTE
10	ST. PERPETUA CHURCH	LAFAYETTE
11	ST. CATHERINE OF SIENA CHURCH	MARTINEZ
12	ST. MONICA CHURCH	MORAGA
13	ST. ANTHONY CHURCH	OAKLEY
14	SANTA MARIA CHURCH	ORINDA
15	ST. JOSEPH CHURCH	PINOLE
16	CHURCH OF THE GOOD SHEPHERD	PITTSBURG
17	OUR LADY QUEEN OF THE WORLD	BAY POINT
18	ST. PETER MARTYR CHURCH	PITTSBURG
19	CHRIST THE KING CHURCH/ST. STEPHEN CHURCH	PLEASANT HILL/WALNUT CREEK
20	OUR LADY OF MERCY CHURCH	POINT RICHMOND
21	ST. CORNELIUS CHURCH	RICHMOND
22	ST. DAVID OF WALES CHURCH	RICHMOND
23	ST. PATRICK CHURCH	RODEO
24	ST. JOAN OF ARC CHURCH	SAN RAMON
25	ST. ANNE CHURCH	WALNUT CREEK
26	ST. JOHN VIANNEY CHURCH	WALNUT CREEK
27	ST. MARY CHURCH	WALNUT CREEK
28	DIVINE MERCY CHURCH	OAKLAND DIVIMERCC
29	ST. MARK CHURCH	RICHMOND
30	ST. ANTHONY	MARY HELP OF CHRISTIANS
31	ST. COLUMBA CHURCH	OAKLAND
32	ST. JARLATH CHURCH	OAKLAND
33	ST. LOUIS BERTRAND	OAKLAND
34	MOST HOLY ROSARY CHURCH	ANTIOCH
35	ST. JOSEPH THE WORKER CHURCH	BERKELEY
36	ST. ANNE CHURCH	BYRON
37	ST. PAUL CHURCH	SAN PABLO
38	ST. PHILIP NERI	ST. ALBERT THE GREAT CHURCH ALAMEDA

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Schedule 1.1.77

Legal Description of Livermore Property

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Beginning at the Northwest corner of Plot F of the Rancho Las Positas, running thence North 89° 49' East, 24.65 chains; thence South 74° 15' East, 16.10 chains; thence South 68° 55' East 12.90 chains; thence South 38° 14' East, 13.84 chains; thence South 83° 7' West, 21.76 chains; thence South 4° 40' West 8.18 chains; thence North 57° 04' West, 7.68 chains; thence North 65° 44' West, 5.885 chains; thence South 83° 18' West, 25.80 chains; thence North 2° 11' West, 27.02 chains to the point of beginning. Containing 122.66 acres and being a portion of Plot F of the Rancho Las Positas.

EXCEPTING THEREFROM, that portion conveyed to the State of California in the Grant Deed recorded September 30, 1952, Book 6837, Page 111, Official Records.

APN: 902-0008-001

EXHIBIT 3

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

20 **UNITED STATES BANKRUPTCY COURT**
21 **NORTHERN DISTRICT OF CALIFORNIA**
22 **OAKLAND DIVISION**

23 In re:
24 THE ROMAN CATHOLIC BISHOP OF
25 OAKLAND, a California corporation sole,
26
27 Debtor.

28 Case No. 23-40523 WJL
Chapter 11
Judge: Hon. William J. Lafferty
Date: August 25, 2025
Time: 9:30 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

29 **DEBTOR'S ~~THIRD~~FOURTH AMENDED PLAN OF REORGANIZATION**

30 **DATED ~~MARCH 17~~FEBRUARY 20, 20252026**

TABLE OF CONTENTS

		Page
1	INTRODUCTION.....	1
2		
3	ARTICLE I DEFINITIONS AND RULES OF INTERPRETATION<u>INTERPRETATION</u>	1
4	1.1. Definitions	1
5	1.2. Construction of Terms	18 <u>19</u>
6	1.3. Appendices and Plan Documents	20 <u>20</u>
7		
8	ARTICLE II SUMMARY OF CLASSIFICATION OF CLAIMS	19<u>20</u>
9	2.1. Claims Provided For Herein	19 <u>20</u>
10	2.2. Unclassified Claims	19 <u>20</u>
11	2.3. Claims Classification.....	19 <u>21</u>
12	<u>2.4. Previously-Submitted Ballots Recognized</u>	<u>21</u>
13		
14	ARTICLE III TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE	
15	CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE’S FEES	20<u>22</u>
16	3.1. Administrative Expense Claims	20 <u>22</u>
17	3.2. Priority Tax Claims	21 <u>23</u>
18	3.3. Fee Claims	21 <u>23</u>
19	3.4. Cure Claims	22 <u>24</u>
20	3.5. United States Trustee Fees	22 <u>24</u>
21		
22	ARTICLE IV TREATMENT OF CLASSIFIED CLAIMS.....	22<u>24</u>
23	4.1. Class 1 – Secured Claim of RCC.....	22 <u>24</u>
24	4.2. Class 2 – Priority Unsecured Claims.....	23 <u>25</u>
25	4.3. Class 3 – General Unsecured Claims	23 <u>25</u>
26	4.4. Class 4 – Abuse Claims	24 <u>26</u>
27	4.5. Class 5 – Unknown Abuse Claims	24 <u>26</u>
28	4.6. Class 6 – Non-Abuse Litigation Claims	25 <u>27</u>
29	4.7. Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims	25 <u>27</u>
30	4.8. Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims	25 <u>28</u>
31		
32	ARTICLE V DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS	26<u>28</u>
33	5.1. Single Claim	26 <u>28</u>
34	5.2. Claims Objections.....	26 <u>28</u>
35	5.3. Treatment of Disputed Claims.....	27 <u>29</u>
36	5.4. Late-Filed Claims	28 <u>29</u>
37	5.5. Claim Estimation	28 <u>30</u>
38	5.6. No Distribution to Disallowed Claims	28 <u>30</u>
39	5.7. Timing of Distributions to Allowed Claims	28 <u>30</u>
40	5.8. Transfers of Claims	29 <u>31</u>
41	5.9. Prepayment	29 <u>31</u>
42	5.10. Delivery of Distributions	29 <u>31</u>
43	5.11. Unclaimed Distributions.....	30 <u>31</u>
44	5.12. No Interest	30 <u>32</u>
45	5.13. Provisions Governing Unimpaired Claims.....	30 <u>32</u>
46	5.14. Additional Terms Regarding Class 4 and Class 5 Claims.....	30 <u>32</u>
47		
48	ARTICLE VI VOTING ON THE PLAN.....	31<u>32</u>
49	6.1. Voting Classes	31 <u>32</u>
50	6.2. Option to Opt-Out of Releases	31
51	6.3 <u>6.2</u> . Elimination of Vacant Classes.....	31 <u>33</u>
52	6.4 <u>6.3</u> . Effect of Objections.....	31 <u>33</u>

1	ARTICLE VII EXECUTORY CONTRACTS AND UNEXPIRED LEASES	<u>3133</u>
2	7.1. Prior Orders	<u>3133</u>
3	7.2. Assumption of Contracts and Unexpired Leases.....	<u>3233</u>
4	7.3. Rejection of CCCEB Lease	<u>3335</u>
5	7.4. Rejection of Contracts.	<u>3335</u>
6	ARTICLE VIII INSURANCE ASSIGNMENT AND OTHER INSURANCE MATTERS	
7	<u>3436</u>
8	8.1. The Insurance Assignment	<u>3436</u>
9	8.2. Insurance Coverage for Abuse Claims	<u>3637</u>
10	8.3. Preservation of the Rights of Non-Settling Insurers.....	<u>3839</u>
11	8.4. Scope of Plan Injunctions	<u>4445</u>
12	8.5. Non-Settling Insurers' Contribution Claims Against Settling Insurers.....	<u>4446</u>
13	8.6. Cooperation	<u>4547</u>
14	8.7. Reductions In Non-Settling Insurers' Liability	<u>4647</u>
15	8.8. Settling Insurers.....	<u>4648</u>
16	ARTICLE IX THE SURVIVORS' TRUST	<u>4849</u>
17	9.1. Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and Survivors' Trust Advisory Committee.	<u>4849</u>
18	9.2. Appointment and Powers of the Survivors' Trustee	<u>4950</u>
19	9.3. Property and Funding of the Survivors' Trust.....	<u>5052</u>
20	9.4. Unknown Abuse Claims Reserve	<u>5557</u>
21	9.5. Vesting.....	<u>5558</u>
22	9.6. Survivors' Trust Assumption of Liabilities for Abuse Claims.....	<u>5558</u>
23	9.7. Right to Elect to Receive an Immediate Payment	<u>5659</u>
24	9.8. Method of Determination of Abuse Claims and Rights of Abuse Claimants to Choose to Accept a Distribution or to Pursue Litigation	<u>5659</u>
25	<u>9.9. Provisions for Preliminary Distribution</u>	<u>64</u>
26	9.9.10. Compensation and Reimbursement of Expenses to Survivors' Trustee and Survivors' Trust Professionals.....	<u>6164</u>
27	9.10.11. Excess Survivors' Trust Assets.....	<u>6265</u>
28	9.11.9.12. Indemnification of Debtor, Reorganized Debtor, and Contributing Non-Debtor Catholic Entities	<u>62</u>
29	9.12.9.13. Modification of Survivors' Trust Documents.....	<u>6265</u>
30	ARTICLE X CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN	<u>6265</u>
31	10.1. Conditions to Confirmation	<u>6265</u>
32	10.2. Conditions to Effectiveness	<u>6466</u>
33	10.3. Waiver of Conditions.....	<u>6567</u>
34	10.4. Revocation of the Plan.....	<u>6568</u>
35	ARTICLE XI EXIT FINANCING	<u>6568</u>
36	11.1. The Exit Facility	<u>6568</u>
37	11.2. Effect of the Exit Facility	<u>6669</u>
38	11.3. Authorization	<u>6669</u>
39	ARTICLE XII MEANS FOR IMPLEMENTING THE PLAN.....	<u>6770</u>
40	12.1. Revesting.	<u>6770</u>
41	12.2. Non-Monetary Commitment to Healing and Reconciliation	<u>6770</u>
42	12.3. CCCEB Settlement.....	<u>6771</u>
43	12.4. Treatment of Actions and Causes of Action.....	<u>6972</u>

1	12.5. Continued Existence.....	<u>6972</u>
2	12.6. The Survivors' Trust.....	<u>6972</u>
3	12.7. Post-Effective Date Prosecution of Non-Abuse Litigation Claims.....	<u>6972</u>
4	12.8. Bankruptcy Procedure and Transition.....	<u>7174</u>
5	12.9. Post-Petition Deposits.....	<u>7275</u>
6	12.10. Other Actions.....	<u>7275</u>
7	12.11. General Settlement.....	<u>7376</u>
8	12.12. Closing of the Case.....	<u>7376</u>
9	ARTICLE XIII EFFECT OF PLAN CONFIRMATION	<u>7477</u>
10	13.1. Binding Effect of Confirmation.....	<u>7477</u>
11	13.2. Ratification	<u>7477</u>
12	13.3. Discharge of Claims	<u>7477</u>
13	13.4. Confirmation Injunction.....	<u>7578</u>
14	13.5. Injunction Against Interference with the Plan.....	<u>7578</u>
15	13.6. Exculpation.....	<u>7579</u>
16	13.7. Injunction Related to Exculpation	<u>7679</u>
17	13.8. Releases by the Debtor	<u>7780</u>
18	13.9. Releases by Abuse Claimants.....	78
19	13.10 13.9. Injunction Related to Releases Discharge	7881
20	13.11 13.10.....	Disallowed Claims
21	7981	
22	13.12 13.11.....	Channeling Injunction
23	7982	
24	13.13 13.12.....	Provisions Relating to the Channeling Injunction.
25	8183	
26	13.14 13.13.....	Effect of Channeling Injunction
27	8184	
28	13.15 13.14.....	Exclusion Regarding Non-Settling Insurers-
	8284	
17	ARTICLE XIV MODIFICATION.....	<u>8285</u>
18	14.1. Modification of the Plan.....	<u>8285</u>
19	14.2. Correction of Defects.....	<u>8385</u>
20	14.3. Savings Clause.....	<u>8385</u>
21	14.4. Remedy of Defects	<u>8386</u>
22	ARTICLE XV RETENTION OF JURISDICTION	<u>8386</u>
23	15.1. Scope of the Bankruptcy Court's Retained Jurisdiction.....	<u>8386</u>
24	15.2. Failure of Bankruptcy Court to Exercise Jurisdiction	<u>8487</u>
25	ARTICLE XVI MISCELLANEOUS PROVISIONS	<u>8587</u>
26	16.1. Enforcement.....	<u>8587</u>
27	16.2. Exemption from Certain Transfer Taxes and Recording Fees	<u>8588</u>
28	16.3. Effectuating Documents	<u>8588</u>
29	16.4. Governing Law	<u>8688</u>
30	16.5. Integration.....	<u>8688</u>
31	16.6. Inconsistency	<u>8689</u>
32	16.7. Section Headings	<u>8689</u>
33	16.8. Severability.....	<u>8689</u>
34	ARTICLE XVII REQUEST FOR CONFIRMATION	<u>8689</u>
35	17.1. Confirmation Pursuant to § 1129(b).....	<u>8689</u>

1
2
3
4
5
6
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1 INTRODUCTION

2 This ~~Third~~Fourth Amended Plan of Reorganization dated ~~March 17~~February 20, 2025~~2026~~
3 (as amended, modified or supplemented from time to time, the “Plan”),¹ is proposed by The Roman
4 Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession
5 (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11
6 Case”). Holders of Claims (as those terms are defined below) may refer to the ~~Disclosure~~
7 ~~Statement~~Plan Summary (as defined ~~below~~in Section 1.1.88 hereof) for a summary and description
8 of the Plan and a discussion of the Debtor’s history, estate, assets, mission, operations, historical
9 financial information, and projections of future operations. The Debtor is the proponent of this
10 Plan within the meaning of Section 1129 of title 11 of the United States Code, as amended from
11 time to time and as in effect during the Chapter 11 Case (the “Bankruptcy Code”).

12 ~~ALL HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE~~
13 ~~PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT~~
14 ~~IN THEIR ENTIRETY BEFORE VOTING.~~

15 The Debtor has filed concurrently with this Fourth Amended Plan a document comparing
16 this Fourth Amended Plan to the Debtor’s Third Amended Plan of Reorganization dated March 17,
17 2025. All interested parties including without limitation Holders of Claims are urged to review that
18 comparison to identify the amendments included in the Fourth Amended Plan.

19 ARTICLE I
20 DEFINITIONS AND RULES OF INTERPRETATION

21 *1.1. Definitions.* As used in this Plan, unless defined in the above Introduction or
22 elsewhere in the Plan, capitalized terms shall have the meanings set forth in this Section 1.1. Any
23 term not otherwise defined herein but defined in the Bankruptcy Code or the Federal Rules of
24 Bankruptcy Procedure as amended from time to time and as in effect during the Chapter 11 Case
25 (the “Bankruptcy Rules”) will have the meaning given to that term in the Bankruptcy Code or the
26 Bankruptcy Rules, as applicable. The following definitions apply in this Plan:

27 _____
28 ¹ For the avoidance of doubt, the terms “hereof” and/or “herein” as used in this Plan are references
to this entire Plan.

1 1.1.1. “**Abuse**” means sexual conduct or misconduct, sexual abuse or molestation,
2 sexual exploitation, indecent assault and/or battery, rape, pedophilia, ephebophilia, sexually related
3 psychological or emotional harm, humiliation, anguish, shock, sickness, disease, disability,
4 dysfunction, or intimidation, any other sexual misconduct or injury, contacts or interactions of a
5 sexual nature, including the use of photography, video, or digital media, or other physical abuse or
6 bullying without regard to whether such physical abuse or bullying is of a sexual nature, between
7 a child and an adult, between a child and another child, or between a non-consenting adult and
8 another adult, in each instance without regard to whether such activity involved explicit force,
9 whether such activity involved genital or other physical contact, and whether there is or was any
10 associated physical, psychological, or emotional harm to the child or non-consenting adult.

11 1.1.2. “**Abuse Claim**” means any Claim relating to, in whole or in part, directly or
12 indirectly, an act of Abuse committed by any Person before the Effective Date for which the Debtor,
13 a Non-Debtor Catholic Entity, or any of their respective agents, employees, or representatives is
14 allegedly responsible. Except as otherwise provided herein, the term “Abuse Claim” includes
15 Unknown Abuse Claims and Trust Claims but not Abuse Related Contribution Claims.

16 1.1.3. “**Abuse Claimant**” means a Holder of an Abuse Claim.

17 1.1.4. “**Abuse Claims Reviewer**” means the person [appointed by order of the](#)
18 [Court on the Debtor’s motion, and once appointed to be](#) identified in the ~~Survivors’~~ Trust
19 Documents, to review all Abuse Claims and allocate to each Abuse Claim a percentage of the
20 Survivors’ Trust recovery pool based on numerical scaling factors (but not based on alleged dollar
21 value of the Claim), except for those Abuse Claims held by Abuse Claimants who have elected to
22 receive an Immediate Payment, in accordance with the procedures set forth in the Survivors’ Trust
23 Documents.

24 1.1.5. “**Abuse Insurance Policies**” means any insurance policy alleged in the
25 Coverage Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to
26 provide insurance coverage for any Abuse Claim.

27 1.1.6. “**Abuse Related Contribution Claim**” means any Person’s Claim against
28 any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable

1 subrogation, or reimbursement, or any other indirect or derivative recovery, arising because such
2 Person has paid or defended against any Abuse Claim including but not limited to a joint tortfeasor
3 or the like, but excluding any claim by an Insurer for contribution or similar relief.

4 1.1.7. “**Administrative Expense Claim**” means any right to payment constituting
5 a cost or expense of administration of the Chapter 11 Case under Sections 503(b) and 507(a)(1) of
6 the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses
7 of preserving the Estate of the Debtor, any actual and necessary costs and expenses of the Debtor’s
8 operations, and any indebtedness or obligations incurred or assumed by the Debtor in connection
9 with the conduct of its business, but not including Fee Claims, Cure Claims, or U.S. Trustee Fees.
10 Administrative Expense Claims are further described in in Section 3.1 below.

11 1.1.8. “**Administrative Expense Claims Bar Date**” means the date that is 45 days
12 after the Effective Date.

13 1.1.9. “**Adventus**” means a California nonprofit public benefit corporation ~~that is~~
14 ~~one of the Contributing Non-Debtor Catholic Entities~~, separate and distinct from RCBO.

15 1.1.10. “**Affiliate**” shall have the meaning set forth in Section 101(2) of the
16 Bankruptcy Code.

17 1.1.11. “**Allowed**” means, with respect to any Claim, except as otherwise provided
18 herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date,
19 (b) a Claim for which a Proof of Claim is or shall not be required to be Filed under the Plan, the
20 Bankruptcy Code, or a Final Order of the Court, (c) a Claim that is listed in the Schedules as not
21 contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely
22 Filed, (d) a Claim Allowed pursuant to the Plan or a Final Order of the Court; provided, however,
23 that with respect to a Claim described in clauses (a), (b), and (c) above, such Claim shall be
24 considered Allowed only if no objection to its allowance has been made before the Claims
25 Objection Deadline or within such time fixed by the Plan, the Bankruptcy Code, the Bankruptcy
26 Rules, or the Court (except with respect to a Trust Claim whose Holder elects the Litigation Option,
27 in which case any such Trust Claim shall only be considered Allowed (i) following entry of a final
28 judgment pursuant to a Final Order by a non-bankruptcy court of competent jurisdiction as set forth

1 in the Plan, (ii) upon the effective date of any Insurance Settlement Agreement covering such Trust
2 Claim for purposes of such settlement only, or (iii) upon the effective date of any settlement
3 agreement between the Holder of such Trust Claim and one or more Non-Settling Insurers pursuant
4 to or following which settlement such Holder reverts from the Litigation Option to the Distribution
5 Option for purposes of the Distribution Option only).

6 1.1.12. “**Assigned Insurance Interests**” means all rights, claims, interests, benefits,
7 responsibilities and obligations of the Debtor in the Non-Settling Insurer Policies, subject to the
8 terms hereof including without limitation Articles VIII and IX of the Plan and the provisions of the
9 Plan concerning the Litigation Option.

10 1.1.13. “**Assumed Employee Benefit Plans**” means any written contracts,
11 agreements, policies, programs, and plans (including any related trust or other funding vehicle)
12 governing any obligations relating to compensation, reimbursement, indemnity, health care
13 benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave
14 benefits, paid time off, savings, severance benefits, retirement benefits, welfare benefits, relocation
15 programs, life insurance, and accidental death and dismemberment insurance, including written
16 contracts, agreements, policies, programs, and plans for bonuses and other incentives or
17 compensation for the current and former officers, employees, and priests, as applicable, of the
18 Debtor, but excluding the Priest Long-Term Care Plan and the SERP.

19 1.1.14. “**Assumption Objection**” means an objection to assumption or cure of an
20 Executory Contract, as described in Sections 7.2.2 and 7.2.3 herein.

21 1.1.15. “**Avoidance Actions**” means any and all rights to recover or avoid transfers
22 or Liens under Chapter 5 of the Bankruptcy Code or otherwise, including Sections 506(d), 541,
23 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise under the
24 Bankruptcy Code or under similar or related state or federal statutes and common law, including
25 all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims,
26 rights, and causes of action, whether or not litigation has been commenced as of the Effective Date
27 to prosecute such Avoidance Actions; subject, however, to any releases thereof provided in this
28 Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

1 1.1.16. “**Ballot**” means ~~any~~the form of ballot approved by the Bankruptcy Court for
2 each Class of Claims entitled to vote on the Plan, as sent to all creditors entitled to vote on the Plan,
3 whereby such creditors ~~may~~were permitted to indicate their vote to accept or reject the Plan.

4 1.1.17. “**Bankruptcy Court**” means the United States Bankruptcy Court for the
5 Northern District of California, Oakland Division, having jurisdiction over the Chapter 11 Case.

6 1.1.18. “**Bar Date Order**” means the *Order Establishing Deadlines for Filing*
7 *Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 293], entered
8 by the Bankruptcy Court on July 25, 2023, and as expressly amended and as may be expressly
9 amended from time to time.

10 1.1.19. “**Business Day**” means any day other than a Saturday, Sunday, or any “legal
11 holiday” as defined in Bankruptcy Rule 9006(a).

12 1.1.20. “**Cash**” means the legal tender of the United States of America, or its
13 equivalent.

14 1.1.21. “**Cathedral Property**” means the parcel of real estate described on Schedule
15 1.1.21, owned as of the Petition Date by *The Catholic Cathedral Corporation of the East Bay*
16 (“CCCEB”).

17 1.1.22. “**Cause of Action**” means any action, claim, cause of action, controversy,
18 demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment,
19 account, defense, offset, power, privilege, license, and franchise of any kind or character
20 whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured,
21 suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured,
22 assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract
23 or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt,
24 “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for
25 breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to
26 Claims; (c) any Claim pursuant to Section 362 or Chapter 5 of the Bankruptcy Code; (d) any claim
27 or defense including fraud, mistake, duress, and any other defenses set forth in Section 558 of the
28 Bankruptcy Code; (e) any state or foreign law fraudulent transfer or similar claim; (f) any cause of

1 action asserted by the Debtor in the Coverage Action; and (g) any cause of action described on the
2 Debtor's Schedules or Statements of Financial Affairs.

3 1.1.23. "**CCCEB Note**" means that certain Promissory Note dated as of April 16,
4 2009, payable by CCCEB to the Debtor, as amended, modified, or restated including by that certain
5 Amendment #1 to Promissory Note dated as of January 1, 2014, by and between the Debtor and
6 CCCEB, and that certain Amendment #1 to Promissory Note dated as of February 1, 2017, by and
7 between the Debtor and CCCEB.

8 1.1.24. "**CCCEB Settlement**" means the transaction described in Section 12.3 of
9 the Plan, as set forth in the CCCEB Settlement Documents.

10 1.1.25. "**CCCEB Settlement Documents**" means all documents necessary to
11 effectuate the CCCEB Settlement as of the Effective Date.

12 1.1.26. "**Channeled Claim**" means any Abuse Claim and/or any Claim, ~~excluding~~
13 ~~Opt Out Abuse Claims,~~ against a Released Party or any Settling Insurer arising from, in connection
14 with, or related to an Abuse Claim, or any of the Abuse Insurance Policies issued by any Settling
15 Insurers, including Abuse Related Contribution Claims, but not including (a) an Abuse Claim
16 against any Person who personally committed an act or acts of Abuse resulting in a Claim against
17 the Debtor or ~~Contributing any~~ Non-Debtor Catholic Entity; or (b) any Claim (including any Abuse
18 Claim) held by a Non-Settling Insurer against any Released Party other than the Debtor or the
19 Reorganized Debtor.

20 1.1.27. "**Channeling Injunction**" means the injunction imposed pursuant to
21 Section ~~13.12~~13.11 of this Plan and the Confirmation Order.

22 1.1.28. "**Child Protection Protocols**" means the Child Protection Protocols for the
23 Roman Catholic Bishop of Oakland, California to be implemented not later than the Effective Date,
24 a copy of which will be filed with the Plan Supplement.

25 1.1.29. ~~1.1.28.~~ "**Churches**" means the individual Catholic churches within the
26 Diocese of Oakland, each of which is part of the corporation sole that is the Debtor, and each of
27 which is listed on Schedule ~~1.1.28~~1.1.29 attached hereto.

28 1.1.30. ~~1.1.29.~~ "**Claim**" shall have the meaning set forth in Section 101(5) of the

1 Bankruptcy Code.

2 [1.1.31.](#) ~~1.1.30.~~ “**Claims Bar Date**” means, including without limitation for Claims
3 arising under Section 503(b)(9) of the Bankruptcy Code, and in accordance with the terms of the
4 Bar Date Order, (i) for all Claims other than Claims of Governmental Units, September 11, 2023,
5 at 5:00 p.m. Pacific Time, and (ii) for Claims of Governmental Units, November 6, 2023, at
6 5:00 p.m. Pacific Time.

7 [1.1.32.](#) ~~1.1.31.~~ “**Claims Objection Deadline**” means, ~~except as to Non-Settling~~
8 ~~Insurers,~~ the deadline for objecting to a Claim, which shall be on the date that is the later of:
9 (a) 12 months after the Effective Date, and (b) such other period of limitation as may be specifically
10 fixed by the Debtor or the Reorganized Debtor, as applicable, or by an order of the Court for
11 objecting to such Claims. For the avoidance of doubt, the Claims Objection Deadline shall not
12 apply to Non-Settling Insurers who agree to defend against any Abuse Claim Holder who elects the
13 Litigation Option as set forth in Section 5.2.2 and Articles VIII and IX hereof; [provided, however,](#)
14 [Non-Settling Insurers shall only assert objections and defenses to an Abuse Claim in the appropriate](#)
15 [non-bankruptcy forum following the election of the Holder of such Abuse Claim of the Litigation](#)
16 [Option as defined in Section 9.8.4 hereof.](#)

17 [1.1.33.](#) ~~1.1.32.~~ “**Claims Register**” means the official register of Claims maintained
18 by the Debtor or Reorganized Debtor, as applicable.

19 [1.1.34.](#) ~~1.1.33.~~ “**Class**” means a category of Holders of Claims as set forth in
20 Section 2.3 of this Plan, under Section 1122(a) of the Bankruptcy Code.

21 [1.1.35.](#) ~~1.1.34.~~ “**Committee**” means the Official Committee of Unsecured Creditors
22 appointed in the Chapter 11 Case on May 23, 2023.

23 [1.1.36.](#) ~~1.1.35.~~ “**Confirmation**” means the entry of the Confirmation Order on the
24 docket of the Chapter 11 Case.

25 [1.1.37.](#) ~~1.1.36.~~ “**Confirmation Order**” means ~~a Final~~ [an](#) Order of the Bankruptcy
26 Court confirming the Plan under Section 1129 of the Bankruptcy Code.

27 ~~1.1.37. “Contributing Non-Debtor Catholic Entity” means a Non-Debtor~~
28 ~~Catholic Entity that contributes assets to the Survivors’ Trust on or after the Effective Date pursuant~~

1 ~~to Section 9.3 of the Plan.~~

2 1.1.38. “**Coverage Action**” means the proceeding captioned *In re: The Roman*
3 *Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case Nos. 3:24-cv-
4 00709-JSC & 3:24-cv-00711-JSC (N.D. Cal.) and all adversary proceedings consolidated
5 thereunder.

6 1.1.39. “**Coverage Claims**” means all Claims against a Non-Settling Insurer under
7 or relating to the policies issued by such Non-Settling Insurer.

8 1.1.40. “**Creditor**” shall have the meaning set forth in Section 101(10) of the
9 Bankruptcy Code.

10 1.1.41. “**Cure Amount**” means all amounts, including an amount of \$0.00, required
11 to cure any monetary default under any Executory Contract or Unexpired Lease (or any lesser
12 amount agreed to by the counterparty to an Executory Contract or Unexpired Lease of the Debtor)
13 to be assumed by the Debtor under Sections 365 or 1123 of the Bankruptcy Code.

14 1.1.42. “**Cure Claim**” means a monetary Claim arising out of the Debtor’s
15 default(s) under any Executory Contract or Unexpired Lease at the time such contract or lease is
16 assumed by the Debtor pursuant to Section 365 of the Bankruptcy Code.

17 1.1.43. “**Debtor**” shall have the meaning set forth in the Introduction hereof.

18 1.1.44. “**DIP Availability**” means, as of the Effective Date, the amount of
19 authorized but unused borrowing under the DIP Facility, less the estimated amount of accrued
20 unpaid Professional Fees as of the Effective Date.

21 1.1.45. “**DIP Facility**” means any Debtor-in-Possession financing obtained by the
22 Debtor prior to the Effective Date pursuant to Section 364 of the Bankruptcy Code.

23 1.1.46. “**DIP Obligations**” means all amounts outstanding under the DIP Facility.

24 1.1.47. ~~1.1.44.~~ “**Disallowed**” means, with respect to any Claim, a Claim or any
25 portion thereof that: (a) has been disallowed by a Final Order, (b) is listed on the Schedules as
26 having a value of zero dollars or as contingent, disputed, or unliquidated and as to which no Proof
27 of Claim or request for payment of an Administrative Expense Claim was timely filed or deemed
28 timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or

1 otherwise deemed timely filed under applicable law or this Plan, (c) is not listed on the Schedules
2 and as to which no Proof of Claim or request for payment of an Administrative Expense Claim was
3 timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy
4 Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or this
5 Plan, (d) has been withdrawn by agreement of the Debtor and the Holder thereof, or (e) has been
6 withdrawn by the Holder thereof. Any Claim or portion of a Claim not Disallowed shall be either
7 Allowed or Disputed as provided in the Plan.

8 1.1.48. ~~1.1.45.~~ “**Disclosure Statement**” means the Plan Summary and Third
9 Amended Disclosure Statement ~~for Debtor’s Amended Plan of Reorganization (as amended,~~
10 ~~supplemented, or modified from time to time).~~ taken together, or as appropriate, any subsequent
11 disclosure statement in support of this Plan that may be filed in the Chapter 11 Case, including all
12 exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared
13 and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other
14 applicable law.

15 1.1.49. ~~1.1.46.~~ “**Disputed**” means, with reference to any Claim: (i) a Claim as to
16 which an objection has been filed and which objection has not either been withdrawn, determined
17 by a Final Order, or otherwise finally resolved pursuant to the Plan; or (ii) a Claim specifically
18 stated herein to be Disputed.

19 1.1.50. ~~1.1.47.~~ “**District Court**” means the United States District Court for the
20 Northern District of California, Oakland Division, having jurisdiction over the Coverage Action.

21 1.1.51. ~~1.1.48.~~ “**Effective Date**” means the date of the first Business Day after
22 Confirmation of the Plan on which all conditions precedent to the effectiveness of the Plan have
23 either been (a) satisfied or (b) waived pursuant to Sections 10.2 and 10.3 of the Plan, respectively.

24 1.1.52. ~~1.1.49.~~ “**Entity**” shall have the meaning set forth in Section 101(15) of the
25 Bankruptcy Code.

26 1.1.53. ~~1.1.50.~~ “**Estate**” means the estate created for the Debtor in this Chapter 11
27 Case under Section 541 of the Bankruptcy Code.

28 1.1.54. ~~1.1.51.~~ “**Exculpated Parties**” means each of the following in their capacity

1 as such, to the extent permitted under applicable Ninth Circuit law, including without limitation
2 *Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020): (a) the Exit Facility Lender, (b) the
3 Debtor, including the Churches, (c) the Reorganized Debtor, including the Churches, (d) the
4 Committee, (e) the Committee’s members, (f) ~~each Contributing Non Debtor Catholic~~
5 ~~Entity~~RCWC, (g) the College of Consultors of the Diocese of Oakland and each of its members,
6 (h) The Diocese of Oakland Finance Council and each of its members, (i) the Presbyteral Council
7 of the Diocese of Oakland and each of its members, (j) the Mediators, (k) the Unknown Abuse
8 Claims Representative, and (l) for each of the foregoing, their respective officers, directors, agents,
9 employees, equity holders, attorneys, financial advisors, accountants, and other duly authorized
10 employed Professionals in this Chapter 11 Case.

11 1.1.55. ~~1.1.52.~~ **“Exculpation”** means the treatment of an Exculpated Party under, or
12 the effect of, the Exculpation Clause.

13 1.1.56. ~~1.1.53.~~ **“Exculpation Clause”** means Section 13.6 of this Plan.

14 1.1.57. ~~1.1.54.~~ **“Executory Contract”** means a contract to which the Debtor is a
15 party that is subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

16 1.1.58. ~~1.1.55.~~ **“Executory Contract Cure Schedule”** means a schedule that may
17 be, but is not required to be, filed by the Debtor as part of the Plan Supplement, setting forth the
18 amount the Debtor asserts is required to be paid pursuant to Section 365(b)(1) of the Bankruptcy
19 Code in connection with the Debtor’s assumption of any Executory Contract.

20 1.1.59. ~~1.1.56.~~ **“Executory Contract Rejection Schedule”** means a schedule that
21 may be, but is not required to be, filed by the Debtor as part of the Plan Supplement, identifying
22 any Executory Contracts to be rejected by the Debtor as of the Effective Date of the Plan.

23 1.1.60. ~~1.1.57.~~ **“Exit Facility”** means the new senior secured lending facility that
24 RCBO will enter into with the Exit Facility Lender on the Effective Date, the form of which shall
25 be included in the Plan Supplement.

26 1.1.61. ~~1.1.58.~~ **“Exit Facility Documents”** means the documents evidencing the
27 Exit Facility.

28 1.1.62. ~~1.1.59.~~ **“Exit Facility Lender”** means the *Roman Catholic Cemeteries of the*

1 ~~Diocese of Oakland~~ (“RCC”), as the Entity financing the Exit Facility.

2 1.1.63. ~~1.1.60.~~ “**Fee Claim**” means a Claim under Sections 328, 330, 331, 503, or
3 1103 of the Bankruptcy Code for compensation of a Professional or other Entity for services
4 provided to the Debtor or Committee, or expenses incurred in the course of providing services to
5 the Estate, during the Chapter 11 Case.

6 1.1.64. ~~1.1.61.~~ “**File,**” “**Filed,**” or “**Filing**” means file, filed, or filing with the
7 Bankruptcy Court in the Chapter 11 Case or in the District Court in the Coverage Action.

8 1.1.65. ~~1.1.62.~~ “**Final Decree**” means the decree contemplated under Bankruptcy
9 Rule 3022.

10 1.1.66. ~~1.1.63.~~ “**Final Order**” means an order or judgment of the Bankruptcy Court
11 (or any other court) entered by the Bankruptcy Court (or any other court) on the docket in the
12 Chapter 11 Case (or the docket of such other court), which has not been reversed, stayed, modified,
13 amended, or vacated, and as to which: (a) the time to appeal, petition for *certiorari*, or move for a
14 new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for
15 *certiorari*, or motion for new trial, stay, reargument, or rehearing shall be pending, or (b) if an
16 appeal, writ of *certiorari*, new trial, stay, reargument, or rehearing thereof has been sought, such
17 order or judgment of the Bankruptcy Court (or other court) shall have been affirmed by the highest
18 court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, stay,
19 reargument, or rehearing shall have been denied or resulted in no modification of such order, and
20 the time to take any further appeal, petition for *certiorari*, or move for a new trial, stay, reargument,
21 or rehearing shall have expired, as a result of which such order shall have become final in
22 accordance with Bankruptcy Rule 8002; provided, however, that the possibility that a motion under
23 Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules,
24 may be filed relating to such order shall not cause an order not to be a Final Order.

25 1.1.67. “**General Unsecured Claim**” means an Unsecured Claim that is not an
26 Abuse Claim, Unknown Abuse Claim, or Non-Abuse Litigation Claim.

27 1.1.68. ~~1.1.64.~~ “**Governmental Unit**” shall have the meaning set forth in
28 Section 101(27) of the Bankruptcy Code.

1 [1.1.69.](#) ~~1.1.65.~~ **“Holder”** means a Person or Entity with ownership or legal control
2 of a Claim, including without limitation an Abuse Claim.

3 [1.1.70.](#) ~~1.1.66.~~ **“Immediate Payment”** means a one-time irrevocable and
4 indefeasible distribution of \$50,000 paid to the Abuse Claimant who elects the Immediate Payment
5 option from the Survivors’ Trust, paid by the Survivors’ Trustee without objection as set forth in
6 the Plan and to the exclusion of such Holder’s (a) right to any further distributions from the
7 Survivors’ Trust and (b) right to pursue an Abuse Claim against any Non-Settling Insurers or other
8 parties.

9 [1.1.71.](#) **“Immediate Payment Notice”** means a notice to Holders of Abuse Claims
10 informing them of their right to elect the Immediate Payment, and which may be signed and
11 returned to the Survivors’ Trustee to indicate the election of a Holder to receive the Immediate
12 Payment in lieu of any further distributions.

13 [1.1.72.](#) ~~1.1.67.~~ **“Impaired”** means, with respect to a Class of Claims, a Class of
14 Claims that is not Unimpaired.

15 [1.1.73.](#) ~~1.1.68.~~ **“Insurance Assignment”** means the transaction described in
16 Section 8.1 of the Plan, subject to the terms of the Plan, the Abuse Insurance Policies, and
17 applicable law.

18 [1.1.74.](#) ~~1.1.69.~~ **“Insurance Recoveries”** means the rights to any proceeds of an
19 Abuse Insurance Policy, whether pursuant to the policy outright, an Insurance Settlement
20 Agreement, or a judgment, award, decree, or other court or administrative order.

21 [1.1.75.](#) ~~1.1.70.~~ **“Insurance Settlement Agreement”** means any settlement
22 agreement between (i) the Debtor and any Settling Insurer, if executed and approved by a final,
23 non-appealable order of the Bankruptcy Court before the Effective Date, or (ii) the Survivors’ Trust
24 and any Settling Insurer, if executed after the Effective Date.

25 [1.1.76.](#) ~~1.1.71.~~ **“Insurers”** means the defendants in the Coverage Action. For the
26 avoidance of doubt, this term, whether or not qualified with “Settling” or “Non-Settling,” shall
27 include the California Insurance Guarantee Association.

28 [1.1.77.](#) **“Livermore Property”** means the real property owned by Adventus having

1 [a street address of 3658 Las Colinas Road, Livermore, California, and bearing the legal description](#)
2 [set forth on Schedule 1.1.77 attached hereto.](#)

3 [1.1.78. **“Livermore Option”** means sale of the Livermore Property by Adventus](#)
4 [prior to the three \(3\) year and six \(6\) month anniversary of the Effective Date, as provided in Section](#)
5 [9.3.4 of the Plan.](#)

6 [1.1.79. ~~1.1.72.~~ **“Mediators”** means, individually and collectively: \(i\) the Honorable](#)
7 Christopher Sontchi (Ret.), Sontchi, LLC; (ii) Jeffrey Krivis, Mediation Offices of Jeffrey Krivis;
8 (iii) Timothy Gallagher, The Gallagher Law Group; and (iv) the Honorable Randall J. Newsome
9 (Ret.), Randall Newsome ADR.

10 [1.1.80. ~~1.1.73.~~ **“Non-Abuse Litigation Claims”** means Claims arising out of](#)
11 litigation pending against the Debtor prior to the Petition Date asserting Causes of Action unrelated
12 to Abuse, [or based on asserted personal injury occurred prior to the Petition Date and unrelated to](#)
13 [Abuse.](#)

14 [1.1.81. ~~1.1.74.~~ **“Non-Abuse Litigation Reserve”** means the Cash reserve to be](#)
15 established by the Reorganized Debtor pursuant to Section 12.7.2 of the Plan to pay Non-Abuse
16 Litigation Claims.

17 [1.1.82. ~~1.1.75.~~ **“Non-Debtor Catholic Entity”** means any of the following: RCC,](#)
18 the Oakland Parochial Fund, ~~Roman Catholic Welfare Corporation of Oakland (or any school it~~
19 ~~managed, manages, operated or operates)~~ (“RCWC”), Lumen Christi Academies of the Roman
20 Catholic Diocese of Oakland, ~~The Catholic Cathedral Corporation of the East Bay (“CCCEB”),~~
21 The Oakland Society for the Propagation of the Faith, Catholic Charities of the Diocese of Oakland,
22 Inc. (d/b/a Catholic Charities of the East Bay), Catholic Church Support Services (d/b/a Catholic
23 Management Services), Furrer Properties, Inc., Adventus, Catholic Foundation for the Diocese of
24 Oakland, Christ the Light Cathedral Corporation, or any religious order.

25 [1.1.83. ~~1.1.76.~~ **“Non-Settling Insurer”** means any defendant in the Coverage](#)
26 Action that is not a Settling Insurer.

27 [1.1.84. ~~1.1.77.~~ **“Non-Settling Insurer Policy”** means any Abuse Insurance Policy](#)
28 issued by a Non-Settling Insurer.

1 ~~1.1.78. “Opt-Out Abuse Claim” means any Abuse Claim against a Contributing~~
2 ~~Non-Debtor Catholic Entity for which the Holder of such Abuse Claim either (i) pursuant to~~
3 ~~Section 6.2 of the Plan, timely returned a Ballot in which the Holder affirmatively opted out of the~~
4 ~~releases provided by the Plan by checking the appropriate box on such Ballot or (ii) did not timely~~
5 ~~return a Ballot.~~

6 1.1.85. ~~1.1.79.~~ **“Person”** shall have the meaning set forth in Section 101(41) of the
7 Bankruptcy Code.

8 1.1.86. ~~1.1.80.~~ **“Petition Date”** means May 8, 2023, the date on which the
9 Chapter 11 Case commenced in the Bankruptcy Court.

10 1.1.87. ~~1.1.81.~~ **“Plan Documents”** means this Plan, the Plan Supplement, all
11 appendices and exhibits to the forgoing, the CCCEB Settlement Documents, the Survivors’ Trust
12 Documents, the Confirmation Order, and any other documents created, executed, or entered into
13 pursuant to the Plan.

14 1.1.88. “Plan Summary” means the *Executive Summary, Frequently Asked*
15 *Questions, and General Information Regarding Debtor’s Fourth Amended Plan of Reorganization*
16 *(as amended, supplemented, or modified from time to time)* filed in the Chapter 11 Case, including
17 all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared
18 and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other
19 applicable law. The Plan Summary attaches the Third Amended Disclosure Statement.

20 1.1.89. ~~1.1.82.~~ **“Plan Supplement”** means the compilation of documents and forms
21 of documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified from
22 time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy
23 Rules), to be Filed no later than ~~five~~ten (~~5~~10) Business Days before the ~~Voting~~ deadline for filing
24 objections to confirmation of the Plan or such other date as may be set by the Court, and additional
25 documents or amendments to previously Filed documents, Filed before the Effective Date as
26 amendments to the Plan Supplement, including without limitation the following: (a) the Exit
27 Facility Documents, (b) the Schedule of Assumed Executory Contracts and Unexpired Leases,
28 (c) the CCCEB Settlement Documents, (d) the form of the Survivors’ Trust Agreement, ~~and~~ (e) the

1 form of the Survivors' Trust Distribution Plan, [\(f\) the form of the RCWC Release, \(g\), the form of](#)
2 [the RCWC Escrow Agreement, and \(h\) the form of the Immediate Payment Notice.](#)

3 [1.1.90. ~~1.1.83.~~](#) **“Post-Confirmation Notice List”** means the list of Persons or
4 Entities to receive notice of matters after the Confirmation Date, specifically: (a) the Reorganized
5 Debtor; (b) the Survivors' Trustee; (c) the Office of the United States Trustee; (d) Persons against
6 whom relief is sought; and (e) Persons who request notice of such matters through a written request
7 that is filed with the Bankruptcy Court and served on the Debtor not earlier than the Confirmation
8 Date.

9 [1.1.91. **“Preliminary Abuse Claim Allowance *Deadline*”**](#) *means the date that is*
10 [sixty \(60\) days following the Effective Date, or if such date is not a Business Day, then the next](#)
11 [Business Day thereafter.](#)

12 [1.1.92. ~~1.1.84.~~](#) **“Priest Long-Term Care Plan”** means the long-term care plan
13 maintained by the Debtor for priests employed by the Debtor, Churches, and Non-Debtor Catholic
14 Entities.

15 [1.1.93. ~~1.1.85.~~](#) **“Priority Tax Claim”** means any Claim of a Governmental Unit
16 under Section 507(a)(8) of the Bankruptcy Code.

17 [1.1.94. ~~1.1.86.~~](#) **“Priority Unsecured Claim”** means any Claim against the Debtor
18 that is entitled to priority in right of payment under Section 507(a) of the Bankruptcy Code, other
19 than an Administrative Expense Claim or a Priority Tax Claim.

20 [1.1.95. ~~1.1.87.~~](#) **“Professional”** means any [Person or](#) Entity employed by the Debtor,
21 the Committee, or the Estate in the Chapter 11 Case under Sections 327 or 1103 of the Bankruptcy
22 Code, any of the Mediators, or any Person or Entity seeking compensation or reimbursement of
23 expenses under Section 503(b)(4) of the Bankruptcy Code.

24 [1.1.96. ~~1.1.88.~~](#) **“Proof of Claim”** means a Claim, along with any supporting
25 documentation, Filed against the Debtor in the Chapter 11 Case.

26 [1.1.97. **“RCC”**](#) *means the [Roman Catholic Cemeteries of the Diocese of Oakland, a](#)*
27 [non-profit religious corporation, separate and distinct from RCBO.](#)

28 [1.1.98. **“RCC Pre-Petition Loan Documents”**](#) *means the documents documenting*

1 RCC's prepetition Secured Claim.

2 1.1.99. "RCWC" means the *Roman Catholic Welfare Corporation of Oakland*, a
3 non-profit religious corporation, separate and distinct from RCBO. This definition includes any
4 school RCWC managed, manages, administered, administers, operated, or operates.

5 1.1.100. "RCWC Escrow" means an escrow account administered pursuant
6 to the terms of the RCWC Escrow Agreement by a third-party escrow agent (the "RCWC Escrow
7 Agent") who shall identified in the RCWC Escrow Agreement For the avoidance of doubt, the
8 RCWC Escrow Agent shall not be a Non-Debtor Catholic Entity.

9 1.1.101. "RCWC Escrow Agreement" means an escrow agreement between
10 RCWC, the Survivors' Trustee, and the RCWC Escrow Agent, which shall be in substantially the
11 form filed with the Plan Supplement.

12 1.1.102. "RCWC Release" means a release in a form filed with the Plan
13 Supplement and approved by the Bankruptcy Court in the Confirmation Order, by which a Holder
14 of an Abuse Claim may consensually release RCWC, including its current and former directors,
15 managers, officers, employees, predecessors, successors, assigns, managed accounts or funds,
16 agents, advisory board members, financial advisors, partners, attorneys, accountants, investment
17 bankers, consultants, and other professionals, of any and all claims that have been asserted or might
18 be asserted by such Holder based on any conduct occurring before the Effective Date of the Plan.

19 1.1.103. ~~1.1.89.~~ "Rejection Claim" means a Claim for rejection damages
20 arising out of the rejection of an Executory Contract or Unexpired Lease by the Debtor, whether
21 the rejection occurs through an order of the Bankruptcy Court approving a motion to reject an
22 Executory Contract or Unexpired Lease or through confirmation of this Plan or any other chapter 11
23 plan.

24 1.1.104. ~~1.1.90.~~ "Rejection Claims Bar Date" means, as to a particular
25 Rejection Claim, the date that is the earlier of (a) sixty (60) calendar days following the entry of an
26 order rejecting an Executory Contract or Unexpired Lease, the rejection of which gave rise to the
27 Rejection Claim, or (b) thirty (30) days after entry of the Confirmation Order.

28 1.1.105. ~~1.1.91.~~ "Released Parties" means collectively: (a) the Debtor,

1 (b) the Reorganized Debtor, (c) the Churches, none of whom are separately incorporated from the
2 Debtor and whose releases under the Plan shall be one and the same as, and not separate from or in
3 addition to, the releases of the Debtor and Reorganized Debtor, and (d) ~~the Contributing Non-~~
4 ~~Debtor Catholic Entities, but each only as to the Abuse Claims for which it receives a Release under~~
5 ~~Section 13.9 of the Plan, and (e)~~ with respect to each of the foregoing Persons and Entities in
6 clauses (a) through (~~dc~~), such Person and their, or such Entity and its, current and former directors,
7 managers, officers, employees, predecessors, successors, assigns, managed accounts or funds,
8 agents, advisory board members, financial advisors, partners, attorneys, accountants, investment
9 bankers, consultants, and other professionals; provided, however, this term expressly excludes
10 (i) any Person accused of committing a physical act of Abuse upon an Abuse Claimant or their
11 predecessor(s)-in-interest, (ii) any Non-Debtor Catholic Entity ~~that is not a Contributing Non-~~
12 ~~Debtor Catholic Entity~~, and (iii) any Catholic diocese or archdiocese other than the Debtor or
13 Reorganized Debtor.

14 1.1.106. ~~1.1.92.~~ **“Releases”** means the release of any Claim or Cause of
15 Action in favor of Released Parties as set forth in Section ~~13.9~~13.8 of the Plan given by the persons
16 or entities listed in subparagraphs (a) through (~~eb~~) of this section of the Plan (collectively, the
17 **“Releasing Parties”**): (a) the Released Parties; and (b) ~~all Holders of Class 4 Abuse Claims or~~
18 ~~Class 5 Unknown Abuse Claims that timely return a Ballot but do not affirmatively opt out of the~~
19 ~~releases provided by the Plan by checking the appropriate box on the Ballot indicating that they opt~~
20 ~~not to grant the releases provided in the Plan; and (c)~~ with respect to each of the foregoing Persons
21 and Entities in ~~clauses~~clause (a) ~~and (b)~~, such Person and their, or such Entity and its, current and
22 former directors, managers, officers, employees, equity holders (regardless of whether such
23 interests are held directly or indirectly), interest holders, predecessors, successors, and assigns,
24 subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former
25 equity holders, officers, directors, managers, principals, shareholders, members, management
26 companies, fund advisors, employees, agents, advisory board members, financial advisors,
27 partners, attorneys, accountants, investment bankers, consultants, representatives, and other
28 professionals. For the avoidance of doubt, (i) “Releasing Parties” excludes Non-Settling Insurers

1 and (ii) Non-Settling Insurers are not giving any Releases to Released Parties under the Plan.

2 1.1.107. ~~1.1.93.~~ “**Reorganized Debtor**” means the Debtor upon the
3 occurrence of the Effective Date and thereafter.

4 ~~1.1.94. “**Reserved Amount**” means, as to each Holder of a Trust Claim who elects~~
5 ~~the Litigation Option pursuant to Section 9.8.4 hereof, the amount of Cash the Survivors’ Trustee~~
6 ~~holds in reserve on account of such Holder’s Trust Claim pending the resolution of the Abuse Claim~~
7 ~~Litigation commenced by such Holder.~~

8 1.1.108. ~~1.1.95.~~ “**Schedules**” means, to the extent required, the schedules of
9 assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of
10 financial affairs Filed by the Debtor under Section 521 of the Bankruptcy Code, as the same may
11 have been amended, modified, or supplemented from time to time.

12 1.1.109. ~~1.1.96.~~ “**Secured**” means, when referring to a Claim, a Claim:
13 (a) secured by a lien on property in which the Estate has an interest, which lien is valid, perfected,
14 and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is
15 subject to setoff pursuant to Section 553 of the Bankruptcy Code, to the extent of the value of the
16 Creditor’s interest in an Estate’s interest in such property or to the extent of the amount subject to
17 setoff, as applicable, as determined pursuant to Section 506(a) of the Bankruptcy Code; or
18 (b) otherwise Allowed by the Plan as a Secured Claim.

19 1.1.110. ~~1.1.97.~~ “**SERP**” means the Diocese of Oakland Priests Supplemental
20 Retirement Plan.

21 1.1.111. ~~1.1.98.~~ “**Settling Insurer**” means any defendant in the Coverage
22 Action with whom (i) the Debtor has executed a settlement agreement as of the Effective Date, or
23 (ii) the Survivors’ Trust executes a settlement agreement after the Effective Date.

24 1.1.112. ~~1.1.99.~~ “**Survivors’ Trust**” means the trust created for the benefit of
25 the Survivors’ Trust Beneficiaries in accordance with this Plan, the Confirmation Order, and the
26 Survivors’ Trust Agreement.

27 1.1.113. ~~1.1.100.~~ “**Survivors’ Trust Advisory Committee**” means the Entity
28 created under Section 9.1.3 of the Plan.

1 1.1.114. ~~1.1.101.~~ “**Survivors’ Trust Agreement**” means the agreement
2 establishing the Survivors’ Trust in conformity with the provisions of the Plan approved in the
3 Confirmation Order and entered into by the Reorganized Debtor on behalf of the Survivors’ Trust
4 Beneficiaries and the Survivors’ Trustee on the Effective Date, pursuant to the terms of the Plan.
5 A copy of the form of the Survivors’ Trust Agreement shall be Filed with the Plan Supplement.

6 1.1.115. ~~1.1.102.~~ “**Survivors’ Trust Assets**” means collectively, whether
7 contributed on or after the Effective Date, and including all proceeds thereof, (i) the Debtor Cash
8 Contribution, (ii) all Non-Debtor Catholic Entity Contributions, (iii) any proceeds of Insurance
9 Settlement Agreements realized by the Debtor (before the Effective Date) or the Survivors’ Trust
10 (after the Effective Date), and (iv) the Assigned Insurance Interests.

11 1.1.116. ~~1.1.103.~~ “**Survivors’ Trust Beneficiaries**” means Holders of
12 Allowed Class 4 and Class 5 Claims.

13 1.1.117. ~~1.1.104.~~ “**Survivors’ Trust Distribution Plan**” means the plan and
14 guidelines for distributing liquid assets of the Survivors’ Trust to Abuse Claimants and Unknown
15 Abuse Claims, the form of which shall be filed with the Plan Supplement.

16 1.1.118. ~~1.1.105.~~ “**Survivors’ Trust Documents**” means all documents
17 necessary to establish and administer the Survivors’ Trust, including without limitation the
18 Survivors’ Trust Agreement and the Survivors’ Trust Distribution Plan.

19 1.1.119. ~~1.1.106.~~ “**Survivors’ Trustee**” means the person appointed as trustee
20 of the Survivors’ Trust in accordance with the terms of the Plan, the order confirming the Plan, and
21 the Survivors’ Trust Documents, or any of their successors.

22 1.1.120. ~~1.1.107.~~ “**Tax Code**” means the Internal Revenue Code of 1986, as
23 amended.

24 1.1.121. “**Third Amended Disclosure Statement**” means the *Third*
25 *Amended Disclosure Statement for Debtor’s Third Amended Plan of Reorganization filed in the*
26 *Chapter 11 Case as Docket No. 1874, including all exhibits and schedules thereto and references*
27 *therein that relate to the Plan.*

28 1.1.122. ~~1.1.108.~~ “**Trust Claimant**” means the Holder of a Trust Claim.

1 [1.1.123.](#) ~~1.1.109.~~ “**Trust Claims**” means the Abuse Claims of Holders who
2 have not elected to receive an Immediate Payment, which Claims shall be reviewed and allocated
3 a percentage of the Survivors’ Trust recovery pool based on numerical scaling factors (but not based
4 on alleged dollar value of the Claim) by the Abuse Claims Reviewer pursuant to the procedures set
5 forth in the Survivors’ Trust Documents.

6 [1.1.124.](#) ~~1.1.110.~~ “**U.S. Trustee**” means the Office of the United States
7 Trustee for Region 17, which includes the Northern District of California.

8 [1.1.125.](#) ~~1.1.111.~~ “**U.S. Trustee Fees**” means quarterly fees owed to the
9 U.S. Trustee under 28 U.S.C. § 1930(a)(6).

10 [1.1.126.](#) ~~1.1.112.~~ “**Unexpired Lease**” means a lease of nonresidential real
11 property to which the Debtor is a party that is subject to assumption or rejection under Sections 365
12 or 1123 of the Bankruptcy Code.

13 [1.1.127.](#) ~~1.1.113.~~ “**Unimpaired**” means, with respect to a Class of Claims, a
14 Claim that is unimpaired within the meaning of Section 1124 of the Bankruptcy Code, including
15 without limitation through payment in full in Cash.

16 [1.1.128.](#) ~~1.1.114.~~ “**Unknown Abuse Claim**” means an Abuse Claim arising
17 out of an alleged act of sexual abuse that occurred on or before the Effective Date for which (a) no
18 Proof of Claim was Filed or deemed timely Filed on or before the Claims Bar Date, or (b) a Proof
19 of Claim was Filed after the Claims Bar Date or otherwise submitted to the Survivors’ Trustee, if
20 such Abuse Claim was not untimely under California state law (*e.g.* not discovered or reasonably
21 discoverable before the Claims Bar Date, or subject to a new law re-opening the claims window).

22 [1.1.129.](#) ~~1.1.115.~~ “**Unknown Abuse Claims Representative**” means the
23 Person or Entity appointed by the Court to represent the interests of Holders of Unknown Abuse
24 Claims, including without limitation for actions to be taken on behalf of Holders of Unknown
25 Abuse Claims under this Plan.

26 [1.1.130.](#) ~~1.1.116.~~ “**Unknown Abuse Claims Reserve**” means the reserve
27 established on the Effective Date pursuant to the Survivors’ Trust Documents for the benefit of
28 Holders of Class 5 Claims.

1 Court pursuant to Section 502 of the Bankruptcy Code, which arise in any manner or from any
 2 event or circumstance arising before the Effective Date. However, only those Claims Allowed
 3 pursuant to Section 502 of the Bankruptcy Code will receive any distribution under this Plan. All
 4 Claims against the Debtor will be discharged without any distribution, recovery, recourse, or
 5 residual interest or right to the extent not expressly included in any Class or otherwise provided any
 6 treatment hereunder.

7 **2.2. *Unclassified Claims.*** All Claims except Administrative Expense Claims, Priority
 8 Tax Claims, Fee Claims, U.S. Trustee Fee Claims, and Cure Claims (collectively, the “Unclassified
 9 Claims”) are placed in the Classes listed in this Article II. In accordance with Section 1123(a)(1)
 10 of the Bankruptcy Code, the Unclassified Claims, as described in Article III of this Plan, have not
 11 been classified and thus are excluded from the Classes summarized in Section 2.3 and Article IV
 12 of the Plan.

13 **2.3. *Claims Classification.*** A Claim is classified in a particular Class only to the extent
 14 that the Claim qualifies within the description of that Class and is classified in other Classes to the
 15 extent that any remainder of the Claim qualifies within the description of such other Classes. For
 16 purposes of this Plan, the Classes of Claims against the Debtor shall be as follows:

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Unimpaired Impaired	Non-voting Deemed to accept ²
Class 2	Priority Unsecured Claims, other than non-classified claims set forth in Article III	Unimpaired	Non-voting Deemed to accept
Class 3	General Unsecured Claims	Impaired	Eligible to vote
Class 4	Abuse Claims	Impaired	Eligible to vote
Class 5	Unknown Abuse Claims	Impaired	Eligible to vote via the Unknown Abuse Claims Representative
Class 6	Non-Abuse Litigation Claims	Impaired	Eligible to vote

26 _____
 27 ² [Should the Court order the Debtor to solicit votes on this Plan, the Debtor will solicit the vote of](#)
 28 [RCC’s Class 1 Claim. To the extent the Court does not order the Debtor to solicit votes on this](#)
[Plan, Class 1 shall be non-voting and shall not constitute a consenting impaired class for purposes](#)
[of Bankruptcy Code section 1129\(a\)\(10\).](#)

Class	Class Description	Status	Voting Rights
Class 7A	Abuse Related Contribution Claims Related to Class 4 Claims	No recovery	Non-voting Deemed to reject
Class 7B	Abuse Related Contribution Claims Related to Class 5 Claims	No recovery	Non-voting Deemed to reject

[2.4. Previously-Submitted Ballots Recognized.](#) Unless otherwise ordered by the Bankruptcy Court, the vote for each voting Class shall be counted based on the votes of Creditors in each such Voting Class for the *Debtor's Third Amended Plan of Reorganization* [Dkt. No. 1830]. Notwithstanding the foregoing, any creditor who submitted a Ballot wishing to change its vote from opposing to supporting or vice versa may do so upon written notice filed with the Bankruptcy Court no later than the deadline set by the Bankruptcy Court for filing objections to the Fourth Amended Plan. A creditor that did not submit a Ballot for the *Debtor's Third Amended Plan of Reorganization* may still object to or support this Fourth Amended Plan, but may not be counted as a vote for or against the Fourth Amended Plan.

**ARTICLE III
TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS,
PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE'S FEES**

The following Claims shall not be classified hereunder but shall be entitled to the treatment set forth in this Article.

3.1. Administrative Expense Claims

3.1.1 *Treatment of Administrative Expense Claims.* Except to the extent a Holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to such Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim shall receive, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Claim, payment of Cash in an amount equal to such Allowed Administrative Expense Claim on or as soon as reasonably practicable after the later of: (a) the Effective Date; (b) the first Business Day after the date that is thirty (30) calendar days after the

1 date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim;
2 (c) such other date(s) as such Holder and the Debtor or the Reorganized Debtor shall have agreed;
3 or (d) such other date ordered by the Bankruptcy Court; provided, however, Allowed
4 Administrative Expense Claims arising in the ordinary course of the Debtor's operations during the
5 Chapter 11 Case may be paid by the Debtor or the Reorganized Debtor (as applicable) in the
6 ordinary course of business and in accordance with the terms and conditions of the particular
7 agreements governing such obligations, course of dealing, course of operations, or customary
8 practice.

9 3.1.2 *Administrative Expense Claims Bar Date.* Except as provided for herein or
10 in any order of the Bankruptcy Court, and subject to Section 503(b)(1)(D) of the Bankruptcy Code,
11 Holders of Administrative Expense Claims, other than a Fee Claim or a Claim for U.S. Trustee
12 Fees, accruing on or before the Confirmation Date must file and serve on the Debtor requests for
13 the payment of such Claims not previously Allowed by a Final Order in accordance with the
14 procedures specified in the Confirmation Order, on or before the Administrative Expense Claims
15 Bar Date, or such Claims shall be automatically Disallowed, forever barred from assertion, and
16 unenforceable against the Debtor or the Reorganized Debtor, the Estate, or their property without
17 the need for any objection or further notice to, or action, order, or approval of the Bankruptcy Court,
18 and any such Claims shall be deemed fully satisfied, released, and discharged. Administrative
19 Expense Claims representing obligations incurred by the Debtor or Reorganized Debtor (as
20 applicable) after the date and time of the entry of the Confirmation Order shall not be subject to
21 application to the Bankruptcy Court and may be paid by the Debtor or Reorganized Debtor (as
22 applicable) in the ordinary course of business and without Bankruptcy Court approval.

23 **3.2. *Priority Tax Claims.*** The legal and equitable rights of Holders of Priority Tax
24 Claims are Unimpaired under the Plan. Except to the extent a Holder of an Allowed Priority Tax
25 Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall
26 receive on account of and in full and complete settlement, release and discharge of, and in exchange
27 for, such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim
28 on, or as soon thereafter as is reasonably practicable, the later of: (a) the Effective Date, to the

1 extent such Claim is an Allowed Priority Tax Claim on the Effective Date; (b) the first Business
2 Day after the date that is thirty (30) days after the date such Priority Tax Claim becomes an Allowed
3 Priority Tax Claim; and (c) the date such Allowed Priority Tax Claim is due and payable in the
4 ordinary course as such obligation becomes due; provided, however, that the Debtor and
5 Reorganized Debtor each reserves the right to prepay all or a portion of any such amounts at any
6 time under this option without penalty or premium.

7 **3.3. Fee Claims.** All Professionals or other Entities requesting the final allowance and
8 payment of a Fee Claim for services rendered during the period from the Petition Date to and
9 including the Effective Date shall File final applications for allowance and payment of such Fee
10 Claims no later than the first Business Day that is forty-five (45) days after the Effective Date.
11 Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the applicable
12 Professional no later than the first Business Day that is 30 days after the Filing of the final fee
13 application that relates to the Fee Claim (unless otherwise agreed by the Debtor or the Reorganized
14 Debtor, as applicable, and the Professional requesting allowance and payment of a Fee Claim). An
15 Allowed Fee Claim, including any amounts previously held back by Order of the Bankruptcy Court,
16 shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court no later than
17 the first Business Day that is twenty-one (21) calendar days after the entry of a Final Order
18 Allowing the Fee Claim. The Reorganized Debtor is authorized to pay compensation for services
19 rendered or reimbursement of expenses incurred by its Professionals after the Effective Date in the
20 ordinary course and without the need for Bankruptcy Court approval. Unless otherwise directed
21 by the Bankruptcy Court, all Professionals filing final fee applications shall comply with the *Order*
22 *Appointing Fee Examiner and Establishing Procedures for Review of Interim and Final Fee*
23 *Applications Filed by Estate Professionals* [Docket No. 1122] entered in the Chapter 11 Case,
24 including any subsequent amendments.

25 **3.4. Cure Claims.** Cure Claims shall be paid in full in accordance with, and at such
26 times as are set forth in, Section 7.2 of the Plan.

27 **3.5. United States Trustee Fees.** To the extent any U.S. Trustee Fees have become due
28 before the Effective Date and have not previously been paid, then such fees shall be paid pursuant

1 to 11 U.S.C. § 1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period
2 from and after the Effective Date shall be paid as provided in Section 12.8.4 of the Plan.

3 **ARTICLE IV**
4 **TREATMENT OF CLASSIFIED CLAIMS**

5 **4.1. Class 1 – Secured Claim of RCC**

6 4.1.1 *Description.* Class 1 shall consist of the Allowed Secured Claim of RCC.

7 4.1.2 *Treatment.* Except to the extent RCC agrees to less favorable treatment of
8 its Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for its
9 Allowed Secured Claim, RCC shall receive ~~reinstatement under Section 1124 of the Bankruptcy~~
10 ~~Code.~~ payment in full of the amount of its Allowed Secured Claim pursuant to the terms of the RCC
11 Prepetition Loan Documents, provided that (a) the Debtor or Reorganized Debtor, as appropriate,
12 shall not be required to pay default interest, late payment fees, or any equivalent penalty or fee
13 based non-payment of any principal payments that were due on or before the Effective Date; and
14 (b) the amount of all principal payments that were due prior to the Effective Date and remain unpaid
15 as of the Effective Date shall be amortized over the remaining term of the loan under the RCC
16 Prepetition Loan Documents.

17 4.1.3 *Impairment and Voting.* Class 1 is ~~Unimpaired~~ Impaired under the Plan.
18 ~~Each Holder of a Class 1 Claim is conclusively~~ With the consent of RCC, RCC shall be presumed
19 to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and ~~is not entitled to vote~~
20 ~~on the Plan~~ shall not be considered as an impaired consenting Class for purposes of Section
21 1129(a)(10) of the Bankruptcy Code.

22 **4.2. Class 2 – Priority Unsecured Claims**

23 4.2.1 *Description.* Class 2 shall consist of all Allowed Priority Unsecured Claims,
24 other than non-classified claims set forth in Article III.

25 4.2.2 *Treatment.* Except to the extent a Holder of an Allowed Priority Unsecured
26 Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement,
27 release, and discharge of and in exchange for such Allowed Priority Unsecured Claim, each such
28 Holder shall receive payment in Cash in an amount equal to such Allowed Priority Unsecured

1 Claim, payable on or as soon as reasonably practicable after the later of (a) the Effective Date,
2 (b) the date when such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim,
3 or (c) the date on which the Holder of such Priority Unsecured Claim and the Debtor or Reorganized
4 Debtor, as applicable, shall otherwise agree in writing.

5 4.2.3 *Impairment and Voting.* Class 2 is Unimpaired under the Plan. Each Holder
6 of a Class 2 Claim is conclusively presumed to have accepted the Plan under Section 1126(f) of the
7 Bankruptcy Code and ~~is~~was not entitled to vote on the Plan.

8 **4.3. Class 3 – General Unsecured Claims**

9 4.3.1 *Description.* Class 3 shall consist of all Allowed General Unsecured Claims.
10 Class 3 does not include Abuse Claims.

11 4.3.2 *Treatment.* Except to the extent a Holder of an Allowed General Unsecured
12 Claim (including an Allowed Rejection Claim) agrees to less favorable treatment, in full and final
13 satisfaction, settlement, release, and discharge of and in exchange for each Allowed General
14 Unsecured Claim, each such Holder shall receive payment in Cash from the general operating
15 revenues of the Reorganized Debtor in an amount equal to such Allowed General Unsecured Claim,
16 payable no later than the later of (a) the date that is one year after the Effective Date, (b) the date
17 that is twenty-one (21) days after the date when such General Unsecured Claim becomes an
18 Allowed General Unsecured Claim, or (c) the date on which the Holder of such General Unsecured
19 Claim and the Reorganized Debtor shall otherwise agree in writing.

20 4.3.3 *Impairment and Voting.* Class 3 is Impaired under the Plan. Each Holder of
21 a Class 3 Claim ~~is~~was entitled to vote to accept or reject the Plan.

22 **4.4. Class 4 – Abuse Claims**

23 4.4.1 *Description.* Class 4 shall consist of all Allowed Abuse Claims, other than
24 Unknown Abuse Claims.

25 4.4.2 *Treatment.* This Plan creates the Survivors' Trust to fund payments to
26 Holders of Allowed Abuse Claims entitled to such payments under the Plan and the Survivors'
27 Trust Documents. Except to the extent a Holder of an Allowed Abuse Claim agrees to less
28 favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge

1 of and in exchange for such Allowed Abuse Claim, each such Holder shall receive their allocable
2 share of the Survivors' Trust Assets at the time and in the manner set forth in Articles VIII and IX
3 hereof and the Survivors' Trust Documents. It is intended that any payment on an Allowed Abuse
4 Claim will constitute payment for damages on account of personal physical injuries or sickness
5 arising from an occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

6 4.4.3 *Impairment and Voting.* Class 4 Claims are Impaired under the Plan. Each
7 Holder of a Class 4 Claim ~~is~~was entitled to vote to accept or reject the Plan.

8 **4.5. Class 5 – Unknown Abuse Claims**

9 4.5.1 *Description.* Class 5 shall consist of all Allowed Unknown Abuse Claims.

10 4.5.2 *Treatment.* The Unknown Abuse Claims Reserve shall be established on the
11 Effective Date pursuant to the Survivors' Trust Documents. Except to the extent a Holder of an
12 Allowed Unknown Abuse Claim agrees to less favorable treatment of such Claim, in full and final
13 satisfaction, settlement, release, and discharge of and in exchange for such Allowed Unknown
14 Abuse Claim, each such Holder shall receive their allocable share of the Unknown Abuse Claims
15 Reserve at the time and in the manner set forth in Articles VIII and IX hereof and the Survivors'
16 Trust Documents. It is intended that any payment on an Allowed Unknown Abuse Claim will
17 constitute payment for damages on account of personal physical injuries or sickness arising from
18 an occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

19 4.5.3 *Impairment and Voting.* Class 5 Claims are Impaired under the Plan. The
20 Unknown Abuse Claims Representative ~~is~~was entitled to vote to accept or reject the Plan on behalf
21 of all Holders of Class 5 Claims and ~~shall submit~~submitted a single Ballot on behalf of all such
22 Holders.

23 **4.6. Class 6 – Non-Abuse Litigation Claims**

24 4.6.1 *Description.* Class 6 shall consist of all Allowed Non-Abuse Litigation
25 Claims.

26 4.6.2 *Treatment.* This Plan creates the Non-Abuse Litigation Reserve to fund
27 payments to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section 12.7 of
28 the Plan. Except to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees to less

1 favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge
2 of and in exchange for such Allowed Non-Abuse Litigation Claim, each such Holder shall receive
3 their allocable share of the Non-Abuse Litigation Reserve.

4 4.6.3 *Impairment and Voting.* Class 6 Claims are Impaired under the Plan. Each
5 Holder of a Class 6 Claim ~~is~~was entitled to vote to accept or reject the Plan.

6 **4.7. Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims**

7 4.7.1 *Description.* Class 7A shall consist of all Abuse Related Contribution
8 Claims against the Debtor arising out of a Class 4 Claim.

9 4.7.2 *Treatment.* ~~Any~~To the extent RCWC is a Holder of a Class 7A Claim ~~who~~
10 ~~is also a Contributing Non-Debtor Catholic Entity,~~ it shall be deemed to have waived its Class 7A
11 Claim against the Debtor, Reorganized Debtor, the Estate, the Survivors' Trust, and any Settling
12 Insurer in exchange for the ~~Release and Exculpation~~treatment provided by this Plan. Any Holder
13 of a Class 7A Claim ~~who is not a Contributing Non-Debtor Catholic Entity~~other than RCWC shall
14 have its Class 7A Claim Disallowed.

15 4.7.3 *Impairment and Voting.* Class 7A Claims are Impaired under the Plan.
16 Holders of Class 7A Claims shall not receive a distribution under this Plan and are therefore deemed
17 to reject the Plan.

18 **4.8. Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims**

19 4.8.1 *Description.* Class 7B shall consist of all Abuse Related Contribution
20 Claims against the Debtor arising out of a Class 5 Claim.

21 4.8.2 *Treatment.* ~~Any~~To the extent RCWC is a Holder of a Class 7B Claim ~~who~~
22 ~~is also a Contributing Non-Debtor Catholic Entity,~~ it shall be deemed to have waived its Class 7B
23 Claim against the Debtor, Reorganized Debtor, the Estate, the Survivors' Trust, and any Settling
24 Insurer in exchange for the ~~Release and Exculpation~~treatment provided by this Plan. Any Holder
25 of a Class 7B Claim ~~who is not a Contributing Non-Debtor Catholic Entity~~other than RCWC shall
26 have its Class 7B Claim Disallowed.

27 4.8.3 *Impairment and Voting.* Class 7B Claims are Impaired under the Plan.
28 Holders of Class 7B Claims shall not receive a distribution under this Plan and are therefore deemed

1 to reject the Plan.

2
3 **ARTICLE V**
4 **DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS**

5 **5.1. Single Claim.** Except as otherwise provided by this Plan, a Person that holds
6 multiple Allowed Claims based on the same indebtedness or obligation shall be deemed to have
7 only one Allowed Claim against the Estate in an amount equal to the largest of all such similar
8 Claims for the purposes of voting and distribution under the Plan.

9 **5.2. Claims Objections.**

10 **5.2.1 Who May Object.** Subject to the terms of this Section 5.2, any party in
11 interest shall be entitled to object to Claims to the extent permitted under Section 502(a) of the
12 Bankruptcy Code, and the Holder of any Claim to which an objection is made is entitled to assert
13 their defenses to such objection.

14 **5.2.2 Objections to Abuse Claims.** ~~All parties in interest reserve the right to object,~~
15 ~~in the Bankruptcy Court, to Abuse Claims pursuant to Section 502(a) of the Bankruptcy Code, and~~
16 ~~Abuse Claimants may reserve their defenses to such objections. All parties in interest, including~~
17 ~~without limitation the Non-Settling Insurers, reserve the right to object to any Proofs of Claim based~~
18 ~~on any applicable defense arising under the Bankruptcy Code (including untimeliness and any~~
19 ~~injunction barring late or unfiled claims); provided, however, (i) any determination of the dollar~~
20 ~~amount of liability, and any defense based upon non-bankruptcy law, shall be made *in a court of*~~
21 ~~*competent jurisdiction* as determined under applicable non-bankruptcy law, and (ii) all~~
22 ~~determinations regarding coverage shall be made *in a court of competent jurisdiction* or such other~~
23 ~~venue as the affected parties (including without limitation any Non-Settling Insurer) may agree.~~
24 From and after the Effective Date, only the Survivors' Trustee may object to Abuse Claims;
25 provided, however, the Non-Settling Insurers shall be entitled to defend against any Abuse Claim
26 in the non-bankruptcy court system based upon any of the objections that could otherwise have
27 been asserted in the Chapter 11 Case, as provided in Articles VIII and IX hereof.

28 **5.2.3 Time for Objections.** ~~The~~Subject to Section 5.2.2, above, the Reorganized

1 Debtor and the Survivors' Trust may File an objection to any Claim at any time through the closing
2 of the Chapter 11 Case. For all other parties in interest except with respect to Non-Settling Insurers
3 as set forth in Section ~~4.1.30~~[1.1.32 hereof](#), an objection to a Claim must be Filed on or before the
4 Claims Objection Deadline. As set forth in Section ~~4.1.30~~[1.1.32 hereof](#), the Claims Objection
5 Deadline does not apply to ~~the~~[any](#) Non-Settling ~~Insurers~~[Insurer](#) who ~~agree~~[agrees](#) to defend against
6 any Abuse Claim Holder who elects the Litigation Option as set forth in Section 5.2.2 and Articles
7 VIII and IX hereof, [as to such defense in the appropriate non-bankruptcy forum](#).

8 5.2.4 *Disputed Claim*. Upon the filing of an objection to a Claim, the Claim shall
9 be a Disputed Claim.

10 **5.3. *Treatment of Disputed Claims***. Until such time as an unliquidated Claim,
11 contingent Claim, or unliquidated or contingent portion of a Claim becomes Allowed or is
12 Disallowed, such Claim will be treated as a Disputed Claim for all purposes related to Plan
13 distributions. No distribution shall be made on account of any Disputed Claim unless and until all
14 objections to such Disputed Claim have been settled or withdrawn or have been determined by an
15 order which has become a non-appealable order, and the Disputed Claim has become an Allowed
16 Claim. In the event that Disputed Claims in Class 2 or Class 3 are pending at the time of a
17 distribution under the Plan, the Reorganized Debtor shall maintain a reasonable reserve for such
18 Disputed Claims. No distribution of such reserved funds for a Disputed Claim shall be made until
19 such Disputed Claim has been resolved by order of the Court or compromise consistent with the
20 terms of the Plan and the Bankruptcy Code. Distributions for Disputed Claims in Class 4 or Class
21 5 shall be as provided in the Survivors' Trust Distribution Plan and/or other Survivors' Trust
22 Documents.

23 **5.4. *Late-Filed Claims***. ~~Proofs of~~[Any](#) Claim [for which the Bar Date Order](#) required [a](#)
24 [Proof a Claim](#) to be submitted, but ~~which are not~~[for which Claim no Proof of Claim was](#) submitted,
25 on or before their applicable Claims Bar Date, or which are not otherwise deemed timely ~~and/or~~
26 Allowed by order of the [Bankruptcy](#) Court, shall receive no distribution under this Plan. Such
27 Claims shall be deemed Disallowed Claims and shall be expunged. The submission of a Ballot
28 shall not constitute an amendable informal Proof of Claim or an amendment to a previously filed

1 Proof of Claim or scheduled Claim. Any amendment to an otherwise timely filed Proof of Claim
2 must be Filed on or before the Confirmation Date, provided that the foregoing shall not waive or
3 modify the right of any party in interest to object to amendment of a Claim before the Confirmation
4 Date. The Unknown Abuse Claims Representative need not submit or File a Proof of Claim on
5 behalf of Holders of Class 5 Claims as a prerequisite to vote on the Plan or for any Class 5 Claims
6 to be deemed Allowed. Holders of Class 5 Claims, if any, shall submit their Claims in accordance
7 with the procedure for submitting Unknown Abuse Claims under the Trust Documents.

8 **5.5. Claim Estimation.** To effectuate distributions pursuant to the Plan and avoid undue
9 delay in the administration of the Plan, the Reorganized Debtor or the Survivors' Trustee, as
10 applicable, shall have the right to seek an order of the Court pursuant to Section 502(c) of the
11 Bankruptcy Code as to any Disputed Claim, estimating or limiting: (i) the amount that must be
12 withheld from or reserved for distribution purposes on account of such Disputed Claim, (ii) the
13 amount of such Claim for allowance or disallowance purposes, or (iii) the amount of such Claim
14 for any other purpose permitted under the Bankruptcy Code. Whether any such Claim is subject to
15 estimation pursuant to Section 502(c) of the Bankruptcy Code, and the timing and procedures for
16 such estimation proceedings, if any, shall be determined by the Court pursuant to applicable law.

17 **5.6. No Distribution to Disallowed Claims.** Notwithstanding any provision herein to
18 the contrary, no distribution shall be made on account of any Claim which (i) is not an Allowed
19 Claim in whole or in part, or (ii) has otherwise been deemed or determined to be a Disallowed
20 Claim.

21 **5.7. Timing of Distributions to Allowed Claims.**

22 **5.7.1 Next Business Day.** Whenever any distribution to be made pursuant to the
23 Plan would otherwise be due on a day other than a Business Day, such distribution shall be due on
24 the immediately succeeding Business Day.

25 **5.7.2 Timeliness.** Any distribution to be made by the Reorganized Debtor
26 pursuant to the Plan or agreements entered into pursuant to the Plan, or by the Survivors' Trust
27 pursuant to the Plan or Survivors' Trust Documents or agreements entered into pursuant to either,
28 shall be deemed to have been timely made if made within fifteen (15) days after the time therefor

1 specified in the Plan or such other agreements between the Holder of a Claim and the Debtor,
2 Reorganized Debtor, or Survivors' Trust, as applicable. No additional interest shall accrue or be
3 paid with respect to any distribution as a consequence of such distribution not having been made
4 on the date specified therefor herein. For the avoidance of doubt, this section does not modify the
5 terms of assumed Executory Contracts or Unexpired Leases of non-residential real property.

6 **5.8. Transfers of Claims.** As of the close of business on the Confirmation Date, there
7 shall be no further changes in the record Holders of Claims for purposes of distributions under the
8 Plan unless the Reorganized Debtor (as to all Claims other than Class 4 and Class 5 Claims) or the
9 Survivors' Trustee (as to Class 4 and Class 5 Claims) otherwise agree. Neither the Reorganized
10 Debtor nor the Survivors' Trustee shall have any obligation to recognize any unapproved transfer
11 of Claims occurring after the Confirmation Date.

12 **5.9. Prepayment.** Notwithstanding anything to the contrary herein or in the Plan
13 Documents, the Reorganized Debtor may prepay all or any portion of an Allowed Claim payable
14 by the Reorganized Debtor or a note issued by the Debtor or Reorganized Debtor in payment of an
15 Allowed Claim at any time without charge or penalty.

16 **5.10. Delivery of Distributions.** Distributions to Holders of Allowed Claims, other than
17 Class 4 or Class 5 Claims, will be sent to (i) the addresses set forth in any written notice of address
18 change delivered to the Debtor or the Reorganized Debtor after the date of any related Proof of
19 Claim; (ii) the address set forth on such Holder's Proof of Claim Filed with the Court; (iii) the
20 address set forth on the Schedules, if no Proof of Claim has been filed and no notice of change of
21 address has been received; or (iv) the last known address reflected in the Debtor's books and
22 records. Distributions to Abuse Claimants and Unknown Abuse Claimants from the Survivors'
23 Trust Assets will be made in accordance with the Survivors' Trust Documents.

24 **5.11. Unclaimed Distributions.** If a Holder of an Allowed Claim cannot be located after
25 reasonable effort, or otherwise fails to accept a distribution within ninety (90) days following the
26 date of such distribution, then the distribution to such Holder shall be canceled and there shall be
27 no further distributions required with respect to such Claim.

28

1 and Holders of such Claims are presumed to reject the Plan. A Class shall have accepted this Plan
2 if this Plan is accepted by at least two-thirds in the aggregate dollar amount, and more than one-
3 half in number of Holders, of the Allowed Claims of such Class that have voted to either accept or
4 reject the Plan.

5 ~~6.2. Option to Opt-Out of Releases. The Ballot for each Holder of a Class 4 Claim and the~~
6 ~~Unknown Abuse Claims Representative on behalf of all Holders of Class 5 Claims shall include a~~
7 ~~section whereby such Holder may elect to opt out of the Releases provided under Section 13.9 of~~
8 ~~this Plan. Any Holder of a Claim who returns a Ballot on or before the Voting Deadline but does~~
9 ~~not affirmatively opt out of such Releases by checking the appropriate box on such Holder's Ballot~~
10 ~~shall be deemed to have consented to and granted such Releases.~~

11 6.2. ~~6.3. Elimination of Vacant Classes.~~ Any Class of Claims that does not have a
12 Holder of an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court for purposes
13 of voting as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for
14 purposes of voting to accept or reject the Plan and for purposes of determining acceptance or
15 rejection of the Plan by such Class pursuant to Section 1129(a)(8) of the Bankruptcy Code.

16 6.3. ~~6.4. Effect of Objections.~~ If an objection to a Claim is filed before the deadline
17 established for voting on the Plan, the Holder of such Claim cannot vote and any Ballot submitted
18 by such Holder shall not be counted unless the Court, after notice and hearing, either overrules the
19 objection or orders that the Claim be Allowed for voting purposes.

20 **ARTICLE VII**
21 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

22 **7.1. Prior Orders.** All orders of the Court entered in the Chapter 11 Case authorizing
23 the assumption or rejection of Executory Contracts or Unexpired Leases pursuant to Section 365
24 of the Bankruptcy Code are hereby ratified.

25 **7.2. Assumption of Contracts and Unexpired Leases.**

26 **7.2.1 Contracts to be Assumed.** The following Executory Contracts shall be
27 assumed as of the Effective Date, pursuant to Section 365 of the Bankruptcy Code, by confirmation
28 of this Plan. Entry of the Confirmation Order shall constitute approval, pursuant to Sections 365(a)

1 and 1123 of the Bankruptcy Code, for the assumption of each Executory Contract assumed under
2 this Section 7.2. Each Executory Contract assumed by the Debtor will re-vest in and be fully
3 enforceable by the Reorganized Debtor in accordance with its terms, except as such terms are
4 modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and
5 providing for its assumption, or by applicable law.

6 7.2.1.1 *Employee Benefits:* On the Effective Date, all Assumed
7 Employee Benefit Plans are deemed to be, and shall be treated as, Executory Contracts
8 under this Plan, and shall be assumed as of the Effective Date. All outstanding payments
9 which are accrued and unpaid as of the Effective Date pursuant to the Assumed Employee
10 Benefit Plans shall be made by the Reorganized Debtor on the later of (i) the Effective Date,
11 (ii) as soon as practicable thereafter, or (iii) when otherwise due under the applicable
12 Assumed Employee Benefit Plan. Such assumption shall have the effect of curing and
13 reinstating the rights of the employee beneficiaries, and shall result in the full release and
14 satisfaction of any Claims and Causes of Action against the Debtor or defaults by the Debtor
15 arising under any Assumed Employee Benefit Plan at any time before the Effective Date.
16 Any Proofs of Claim filed with respect to an Assumed Employee Benefit Plan shall be
17 deemed Disallowed Claims and expunged, without further notice to or action, order, or
18 approval of the Bankruptcy Court.

19 7.2.1.2 *Assumption of Other Contracts:* Except for any Executory
20 Contract: (i) previously rejected by order of the Bankruptcy Court, (ii) subject to a pending
21 motion to reject before the Bankruptcy Court, (iii) previously expired or terminated
22 pursuant to its own terms, or (iv) treated otherwise under this Plan, each Executory Contract
23 entered into by the Debtor prior to the Petition Date shall be assumed, unless and except as
24 otherwise provided in the Plan, Confirmation Order, or Insurance Settlement Agreement.

25 7.2.2 *Cure Amount and Payment.* As to each assumed Executory Contract, unless
26 an Assumption Objection is filed no later than the deadline set forth below, the cure amount
27 required under Section 365(b)(1) of the Bankruptcy Code shall be the amount set forth on the
28 Executory Contract Cure Schedule, as it may be amended from time to time prior to Confirmation,

1 or no payment if such Executory Contract is not listed on the Executory Contract Cure Schedule
2 (for the avoidance of doubt, unless a different amount is set forth on the Executory Contract Cure
3 Schedule, the Debtor contends that no cure payment is required). Such payment shall be made by
4 the Debtor in full in Cash on the later of the Effective Date or when any Assumption Objection
5 regarding the cure amount for the applicable Executory Contract is resolved by the Bankruptcy
6 Court, or on such other terms as the parties to each such Executory Contract may otherwise agree.

7 **7.2.3 Objections to Assumption and Cure.** Any Person who is a party to an
8 Executory Contract assumed under the Plan must File with the Court and serve upon interested
9 parties an Assumption Objection. An Assumption Objection shall be accompanied by a declaration
10 or other sufficient evidence setting forth the basis for any objection to assumption of that party's
11 Executory Contract or Unexpired Lease, including without limitation as to the cure amount, on or
12 before the later of: (i) the deadline set for filing of objections to confirmation of the Plan, or
13 (ii) seven (7) days after the filing of the Executory Contract Cure Schedule (or any amendment
14 thereto affecting such executory contract). Any Entity that fails to timely file and serve an
15 Assumption Objection will be deemed to waive any and all objections to the proposed assumption
16 of its Executory Contract. A hearing on the Assumption Objections will take place at the hearing
17 on Confirmation, or as soon thereafter as the Court is available.

18 **7.3. Rejection of CCCEB Lease.** In connection with and contingent upon the execution
19 of the CCCEB Settlement, the Unexpired Lease between the Debtor and CCCEB in effect as of the
20 Petition Date, together with any other contracts or agreements between the Debtor and CCCEB
21 related to use or possession of the Cathedral Property, shall be rejected as of the Effective Date.

22 **7.4. Rejection of Contracts.**

23 **7.4.1 Rejected Contracts.** Any Executory Contract or Unexpired Lease
24 specifically identified in the Executory Contract Rejection Schedule shall be rejected as of the
25 Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to
26 Section 365(a) of the Bankruptcy Code, of the rejection of such Executory Contracts and Unexpired
27 Leases pursuant to the provisions of the Plan.

28 **7.4.2 Bar Date for Rejection Claims.** Any Claim arising out of the rejection of an

1 applicable law and the terms of the Non-Settling Insurer Policies, or both, all as set forth in
2 Article IX hereof. Upon the assignment of the Assigned Insurance Interests to the Survivors' Trust,
3 recourse to the Released Parties shall be limited to the Assigned Insurance Interests and any other
4 rights or interests expressly granted to the Survivors' Trust under this Plan. In furtherance of the
5 Insurance Assignment:

6 8.1.1. The Insurance Assignment is made free and clear of all Claims, liens,
7 encumbrances, or Causes of Action of any nature whatsoever pursuant to Section 363(f) of the
8 Bankruptcy Code, except for rights and defenses of the Non-Settling Insurers, including available
9 limits of liability for coverage of certain types of claims under one or more of the Abuse Insurance
10 Policies that may have been reduced by certain prepetition payments made by an Insurer under any
11 of the Abuse Insurance Policies.

12 8.1.2. The Survivors' Trust shall be solely responsible for satisfying, to the extent
13 required under applicable law or the Abuse Insurance Policies, any premiums, deductibles, self-
14 insured retentions, and fronting obligations arising in any way out of any and all Abuse Claims.

15 8.1.3. Upon the effectiveness of the Insurance Assignment, the Survivors' Trust
16 shall have whatever obligations, if any, that exist under the Abuse Insurance Policies under
17 applicable law, including without limitation all notice obligations required under the Abuse
18 Insurance Policies and applicable law pertaining to Abuse Claims.

19 8.1.4. The Insurance Assignment is absolute upon entry of the Confirmation Order,
20 and conditioned upon the occurrence of the Effective Date, and requires no further action by the
21 Released Parties, the Survivors' Trust, the Bankruptcy Court, the Non-Settling Insurers, or any
22 other Entity.

23 8.1.5. The Insurance Assignment shall be governed by, and construed in
24 accordance with, the Bankruptcy Code and the laws of the state of California, without regard to
25 conflict of law principles.

26 8.1.6. Subject to the terms hereof, the Insurance Assignment shall be effective to
27 the maximum extent permissible under applicable law and the terms of the Abuse Insurance
28 Policies.

1 **8.2. Insurance Coverage for Abuse Claims.**

2 8.2.1. As set forth in Article IX of this Plan, Abuse Claimants who do not elect to
3 receive an Immediate Payment may seek to have their claim satisfied by electing either (i) the
4 Distribution Option (defined in Section 9.8.4 hereof), or (ii) for the purpose of recovering from one
5 or more Non-Settling Insurers under their respective Insurance Policies, the Litigation Option
6 (defined in Section 9.8.4 hereof). Absent agreement of the applicable Non-Settling Insurer(s), the
7 Abuse Claimant may only litigate coverage of such Holder's Abuse Claim under the Non-Settling
8 Insurer's Abuse Insurance Policy(ies) by electing the Litigation Option. Only the applicable Abuse
9 Claimant may seek recovery for such Abuse Claim against a Non-Settling Insurer pursuant to an
10 Abuse Insurance Policy issued by such Non-Settling Insurer and the Insurance Assignment to the
11 Survivor's Trust is subject to the exclusive rights of such Holders.

12 8.2.2. After Confirmation, any Abuse Claimant who elects the Litigation Option,
13 i.e. to pursue the Holder's Claim in the non-bankruptcy court system against the Debtor as a
14 nominal party only or (only to the extent permitted under applicable non-bankruptcy law) a Non-
15 Settling Insurer, solely for the purpose of recovering from one or more Non-Settling Insurers under
16 their respective Insurance Policies, shall be granted leave to pursue such Claim by filing in the
17 Chapter 11 Case a written statement of intent to do so by electing the Litigation Option (which may
18 be filed under a pseudonym if the claimant's name has not been previously publicly identified,
19 *provided* that (i) the notice otherwise adequately identifies the relevant Claim including the case
20 number for the pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling
21 Insurers of the claimant's actual name). After the expiration of ninety (90) days following the filing
22 of such written statement, such Abuse Claimant may continue to pursue such Claim in a separate
23 action filed in a non-bankruptcy court of competent jurisdiction as determined by applicable law,
24 solely to seek a recovery from Abuse Insurance Policies. Affected Non-Settling Insurers shall have
25 the right (and the obligation, to the extent so provided under their respective Abuse Insurance
26 Policy(ies)), to defend such Claim, consistent with the terms of their Abuse Insurance Policies and
27 applicable non-bankruptcy law. Such affected Non-Settling Insurers are also granted leave to
28 defend against Abuse Claims and take other actions authorized in their respective Abuse Insurance

1 Policies in response to Abuse Claims, including paying settlements to which the affected Non-
2 Settling Insurers agree or any judgments. The Debtor (including the estate and the Reorganized
3 Debtor) and the Survivors' Trust will cooperate in the defense of any such claim to the extent
4 provided under the applicable Abuse Insurance Policy or Policies and as requested by an affected
5 Non-Settling Insurer. Nothing in this Section 8.2.2 shall diminish or alter the rights of an Abuse
6 Claimant who elects the Litigation Option to receive a distribution from the Survivors' Trust
7 pursuant to Section 9.8.4 herein.

8 8.2.3. If the Abuse Claimant elects the Litigation Option then, among other things,
9 (1) the rights of affected Non-Settling Insurers to defend or associate in the defense of such Abuse
10 Claims shall be fully preserved so that a Non-Settling Insurer who has offered to, or has an
11 obligation to, defend may do so, and (2) the rights of affected Non-Settling Insurers to assert all
12 coverage defenses and issues in any insurance recovery action (under Cal. Ins. Code § 11580 or
13 otherwise) shall also be fully preserved. In any such insurance recovery action (under Cal. Ins.
14 Code § 11580 or otherwise), Abuse Claimants shall have no greater or lesser rights than the Debtor,
15 including as to any findings of fact, conclusions of law, or rulings issued in connection with the
16 Coverage Action or any other coverage litigation between the Debtor or the Survivors' Trust and
17 any of the Insurers. To the extent any applicable Non-Settling Insurer elects not to defend an Abuse
18 Claim in the non-bankruptcy court system after receiving proper notice and opportunity to do so,
19 the Abuse Claimant shall be entitled to seek a default judgment against the Debtor as nominal party
20 only, solely to allow such Abuse Claimant to then pursue insurance rights under Cal. Ins. Code
21 § 11580 in accordance with the provisions in the Plan.

22 8.2.4. If an Abuse Claimant elects the Litigation Option, liquidates its Claim, and
23 obtains a final judgment by a Final Order against a Non-Settling Insurer, such Non-Settling Insurer
24 shall pay the amount of the judgment directly to the Holder of such Claim in accordance with, and
25 subject to, the provisions of the Plan. The Abuse Claimant shall have the exclusive right to liquidate
26 such Holder's Abuse Claim under the Litigation Option and pursue Coverage Claims against a
27 Non-Settling Insurer.

28 **8.3. *Preservation of the Rights of Non-Settling Insurers.***

1 8.3.1. With respect to Non-Settling Insurers, nothing in the Plan, the Plan
2 Documents, the Confirmation Order, or the Survivors' Trust Documents, including any provision
3 that purports to be preemptory or supervening, shall in any way operate to, or have the effect of,
4 impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms
5 and conditions of any Abuse Insurance Policy, (ii) the rights and obligations of the Debtor (or its
6 Estate) and any Non-Settling Insurers (and third-party claims administrators) under any of the
7 Abuse Insurance Policies, or (iii) the coverage or benefits provided under the Abuse Insurance
8 Policies; provided, however, that because the Non-Settling Insurers would solely be potentially
9 financially responsible for payment of Abuse Claims (and the Debtor would have no such potential
10 financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured to
11 appointment of independent counsel in certain circumstances shall not apply to any claims pursued
12 by Abuse Claimants against the Debtor (as a nominal party only) or the Survivors' Trust in the non-
13 bankruptcy court system for the purpose of recovering from Non-Settling Insurers.

14 8.3.2. With respect to the Non-Settling Insurers, notwithstanding any provision in
15 the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents, nothing
16 contained in any such documents or in this paragraph shall impose, or shall be deemed or construed
17 to impose, any obligation on any Non-Settling Insurer to provide a defense for, settle, or pay any
18 judgment with respect to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations, if any,
19 with respect to an Abuse Claim shall be determined solely by and in accordance with the applicable
20 Abuse Insurance Policy or Abuse Insurance Policies issued by that Non-Settling Insurer subject to
21 applicable non-bankruptcy law. Nothing in the Plan, the Plan Documents, the Confirmation Order,
22 or the Survivors' Trust Documents shall diminish or impair, or be deemed to diminish or impair,
23 the rights of any Non-Settling Insurer to defend any Abuse Claim or to assert any claim, defense,
24 right, or counterclaim in connection with any Abuse Claim or Abuse Insurance Policy in
25 accordance with applicable law; provided, however, that any claim or counterclaim for
26 Contribution (as defined in Section 8.4 hereof) against a Settling Insurer shall be addressed as
27 provided herein.

28 8.3.3. For all issues relating to insurance coverage concerning Non-Settling

1 Insurers, the provisions, terms, conditions, and limitations of the applicable Abuse Insurance
2 Policies shall control, subject to applicable non-bankruptcy law.

3 8.3.4. A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim
4 shall be determined solely by and in accordance with the applicable Abuse Insurance Policy or
5 Abuse Insurance Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy
6 law. Liability with respect to any Abuse Claim for purposes of any recovery against an Abuse
7 Insurance Policy will be determined pursuant to applicable non-bankruptcy law.

8 8.3.5. With respect to the Non-Settling Insurers, for purposes of establishing the
9 value of any Abuse Claim for purposes of recovery from, or coverage under, any Abuse Insurance
10 Policy issued by a Non-Settling Insurer, no determination made in the Chapter 11 Case, nor any
11 determinations made by the Abuse Claims Reviewer or Survivors' Trustee concerning any Abuse
12 Claim at any time, shall be binding on or against a Non-Settling Insurer, nor shall any party
13 (including any Abuse Claimant against the Debtor) offer into evidence, or seek to admit into
14 evidence, any such alleged determination in any tort actions pursued by Abuse Claimants against
15 the Debtor (as a nominal party only) or the Survivors' Trust in the non-bankruptcy court system for
16 the purpose of recovering from Non-Settling Insurers, except for the limited purpose of establishing
17 the amount of any credit to which Debtor (as a nominal party) may be entitled to offset any verdict
18 in favor of an Abuse Claimant.

19 8.3.6. The determination of, qualification and estimation of Claims, and the
20 payment of Survivors' Trust distributions is not an admission of liability by the Debtor or
21 Reorganized Debtor (as applicable), any Non-Settling Insurer, the Survivors' Trust, or any other
22 Person with respect to any Abuse Claims and has no *res judicata* or collateral estoppel effect on
23 any Non-Settling Insurer, the Debtor, the Survivors' Trust, or any other Person, except that such
24 determination may be introduced for the limited purpose of establishing the amount of any credit
25 to which the Debtor (as a nominal party) or the Survivors' Trust may be entitled to offset any verdict
26 in favor of an Abuse Claimant.

27 8.3.7. Neither the Abuse Claims Reviewer's nor Survivors' Trustee's review of an
28 Abuse Claim and determination of qualification, nor anything in the Survivors' Trust Documents

1 (including any action or decision pursuant to the Survivors' Trust Documents, including any
2 estimation of Claims or payment of distributions), shall constitute a trial or an adjudication on the
3 merits, or evidence of liability or damages, in any litigation with the Non-Settling Insurer or any
4 other Person.

5 8.3.8. With respect to Non-Settling Insurers, nothing in the Plan, the Plan
6 Documents, the Confirmation Order, or the Survivors' Trust Documents shall, under any theory,
7 (a) constitute a trial, a judgment, an adjudication on the merits, or evidence establishing the liability
8 (in the aggregate or otherwise) or obligation of the Debtor or the Survivors' Trust with respect to
9 any Abuse Claim, (b) constitute a trial, a judgment, an adjudication on the merits, or evidence (or
10 be introduced as evidence) establishing the liability of any Non-Settling Insurer in current or
11 subsequent litigation for any Claim, including, without limitation, any Abuse Claim, or under any
12 Abuse Insurance Policy, (c) constitute, or be deemed to constitute (or be introduced to support) a
13 determination of the reasonableness of the amount of any Claim, including any Abuse Claim, either
14 individually or in the aggregate with other Claims, (d) be deemed to grant to any Person or Entity
15 any right to sue any Non-Settling Insurer directly, in connection with a Claim, including any Abuse
16 Claim, or any Abuse Insurance Policy, that such Person or Entity did not otherwise have under
17 applicable non-bankruptcy law, (e) constitute a finding or determination (or be introduced to
18 support a finding or determination) that the Debtor is a named insured, additional insured, or
19 insured in any other way under any Abuse Insurance Policy, (f) constitute a finding or
20 determination (or be introduced to support a finding or determination) that any Insurer in fact issued
21 any alleged Abuse Insurance Policy or that any alleged Abuse Insurance Policy has any particular
22 terms or conditions, (g) constitute a finding or determination (or be introduced to support a finding
23 or determination) that any Insurer has any defense or indemnity obligation with respect to any
24 Claim or Abuse Claim, or (h) constitute a finding or determination (or be introduced to support a
25 finding or determination) on any matter at issue or which may be raised as an issue in any action,
26 including the Coverage Action. In addition, no payment made in accordance with the Plan shall
27 be, or be deemed to be, a waiver of any rights of any Non-Settling Insurer under any Abuse
28 Insurance Policy.

1 8.3.9. Other than with respect to the effectiveness of the Insurance Assignment
2 contemplated by the Plan (if necessary) and the findings necessary to confirm the Plan under
3 Section 1129 of the Bankruptcy Code for such purpose only, no Non-Settling Insurer shall be bound
4 in any current or future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any
5 factual findings or conclusions of law issued in connection with Confirmation of the Plan, and no
6 such findings of fact or conclusions of law shall have any *res judicata* or collateral estoppel effect
7 on any Claim, defense, right, offset, or counterclaim that has been asserted or that may be asserted
8 in any current or subsequent litigation concerning an Abuse Claim or an Abuse Insurance Policy.
9 Non-Settling Insurers shall retain, and be permitted to assert, (i) all of their insurance coverage
10 defenses subject to applicable non-bankruptcy law in connection with Abuse Claims
11 notwithstanding any provision of the Plan, the Plan Documents, or the Confirmation Order,
12 provided, however, no Non-Settling Insurer may assert the Insurance Assignment as a defense to
13 any Coverage Claim nor challenge the efficacy or validity of the Insurance Assignment, and (ii) all
14 of the Debtor's defenses to liability, both legal and equitable, in connection with any asserted Abuse
15 Claim, and the Non-Settling Insurers' rights to assert all such underlying defenses and insurance
16 coverage defenses in connection with Abuse Claims will not be impaired in any way by the Plan,
17 the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents, but shall be
18 subject to applicable non-bankruptcy law.

19 8.3.10. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims
20 and/or coverage therefor under any Abuse Insurance Policy shall be resolved under applicable non-
21 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties
22 (including the Non-Settling Insurer(s)) may agree.

23 8.3.11. Nothing herein shall limit the ability of any Non-Settling Insurer to agree to
24 different terms or treatment of its Abuse Insurance Policies as part of a consensual settlement with
25 the Debtor, Survivors' Trust, and/or Abuse Claimants.

26 8.3.12. Any Non-Settling Insurer's legal, equitable, or contractual rights and
27 obligations relating to the Abuse Insurance Policies issued by such Non-Settling Insurer shall be
28 determined under applicable non-bankruptcy law. Nothing in the Plan shall be construed to impair

1 or diminish the Debtor's or any Non-Settling Insurer's legal, equitable, or contractual rights or
2 obligations under any Abuse Insurance Policy including, but not limited to, the ability to negotiate
3 resolution of any dispute; provided, however, (a) that because Non-Settling Insurers would solely
4 be potentially financially responsible for payment of Abuse Claims (and the Debtor would have no
5 such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured
6 to appointment of independent counsel in certain circumstances shall not apply to any claims
7 pursued by Abuse Claimants against the Debtor (as a nominal party only) in the non-bankruptcy
8 court system for the purpose of recovering from Debtor (as a nominal party) and (b) neither the
9 Debtor (including the Estate and the Reorganized Debtor) nor the Survivors' Trust shall have the
10 right to (i) direct or interfere with a Non-Settling Insurer's defense of a tort action asserting an
11 Abuse Claim, or (ii) settle an Abuse Claim without the consent of all affected Non-Settling Insurers;
12 provided, however, that at the Reorganized Debtor's election and at its sole expense, the
13 Reorganized Debtor may appoint its own counsel ("Reorganized Debtor Counsel") to represent the
14 Bishop in the defense of any action by an Abuse Claimant against the Debtor (as a nominal party
15 only). Any such Reorganized Debtor Counsel shall cooperate and coordinate with defense counsel
16 appointed by the Non-Settling Insurers to represent the Debtor in such action, and the Reorganized
17 Debtor's election to appoint Reorganized Debtor Counsel shall not constitute direction of or
18 interference with a Non-Settling Insurer's defense of a tort action asserting an Abuse Claim. The
19 Non-Settling Insurers reserve all policy defenses and claims, including without limitation all rights,
20 claims, and defenses concerning cooperation, offsets, recoupments, deductions, deductibles, self-
21 insured retentions, and all rights, claims, and defenses provided in their policies. For the avoidance
22 of doubt, if the Abuse Claimant has elected the Immediate Payment or the Distribution Option
23 (defined in Section 9.8.4 hereof), nothing in this Section 8.3.12 shall restrict the Survivors' Trust
24 from resolving or making a distribution on account of such Abuse Claim without the consent of
25 any Non-Settling Insurer for purposes of the Immediate Payment or Distribution Option.

26 8.3.13. Except as expressly stated herein, any coverage issues involving the Non-
27 Settling Insurers or the Abuse Insurance Policies issued by the Non-Settling Insurers shall be
28 determined in accordance with applicable non-bankruptcy law. All positions and arguments with

1 respect to available coverage under such Abuse Insurance Policies shall be fully preserved for
2 assertion by the Non-Settling Insurers and Abuse Claimants in any litigation of coverage issues.
3 Subject to the terms of the Plan, the Non-Settling Insurers and Abuse Claimants reserve their rights,
4 if any, to (i) bring proceedings concerning the application and interpretation of the terms of the
5 Abuse Insurance Policies and rights thereunder, as well as whether defense and/or indemnity are
6 owed under the Abuse Insurance Policies, and (ii) oppose any such proceeding commenced by any
7 other person or entity in any court of appropriate jurisdiction as determined under applicable non-
8 bankruptcy law; provided, however, because the Debtor will have received a discharge under the
9 Plan, any effort to collect from Abuse Insurance Policies issued by the Non-Settling Insurers to
10 satisfy an Abuse Claim after Confirmation of the Plan shall be sought individually by the applicable
11 Abuse Claimant after such Holder's Claim has been liquidated as provided herein. Any disputes
12 regarding a Non-Settling Insurer's liability for Abuse Claims (after such Abuse Claim has been
13 liquidated under the provisions set forth above) and/or coverage therefor under Abuse Insurance
14 Policies shall be resolved under applicable non-bankruptcy law in a court of competent jurisdiction
15 or such other venue as the affected parties (including the Non-Settling Insurer(s)) may agree.

16 8.3.14. The limitations in this Section 8.3 are for the benefit of the Non-Settling
17 Insurers to preserve their ability to assert the Debtor's defenses to Abuse Claims as well as Non-
18 Settling Insurers' own coverage defenses. For the avoidance of doubt, the Debtor (and the
19 Reorganized Debtor, as applicable) reserves its right to enforce the Plan, including without
20 limitation its discharge, and to the benefits of any settlements reached with Settling Insurers,
21 provided that the foregoing will not limit the protections afforded to the Non-Settling Insurers
22 herein. All parties in interest in this Chapter 11 Case shall retain the right to enforce the Claims
23 Bar Date Order (as amended) and all confidentiality orders issued in the Chapter 11 Case.

24 8.3.15. The foregoing provisions of Section 8.3 hereof shall be incorporated into the
25 Confirmation Order.

26 **8.4. Scope of Plan Injunctions.** Any injunction under the Plan or Confirmation Order
27 shall not enjoin a Non-Settling Insurer's right to assert any Claims against the Survivors' Trust for
28 contribution, subrogation, indemnification, reimbursement, or other similar Cause of Action

1 (collectively, “Contribution”) for any Settling Insurer’s alleged share or equitable share relating to
2 the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released
3 in any Insurance Settlement Agreements. If a Non-Settling Insurer asserts it has (a) Contribution
4 Claims directly or indirectly arising out of or in any way relating to such Non-Settling Insurer’s
5 payment of loss on behalf of the Debtor or defense expenses incurred in any action that should have
6 been paid by or are otherwise attributable to a Settling Insurer related to any Abuse Claim or
7 (b) rights to recover any self-insured retentions/obligations and/or deductibles (collectively,
8 “Payment Obligations”) in connection with its payment of defense and/or indemnity related to an
9 Abuse Claim, then (i) such Contribution Claims or Payment Obligations may be asserted as a setoff,
10 defense, or counterclaim against any Abuse Claimant and/or the Survivors’ Trust in any insurance
11 action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving such
12 Non-Settling Insurer and (ii) to the extent such Contribution Claims or Payment Obligations are
13 determined to be valid, the liability (if any) of such Non-Settling Insurer to the holder of the Abuse
14 Claim or the Survivors’ Trust shall be reduced by the amount of such Contribution Claims or
15 Payment Obligations, provided that if any such Contribution Claim exceeds the liability of such
16 Non-Settling Insurer to the Survivors’ Trust, the Non-Settling Insurer does not waive any excess
17 claim and may seek affirmative recovery from the Survivors’ Trust. To the extent payment of a
18 self-insured retention is a condition to a Non-Settling Insurer’s obligation to provide defense or
19 indemnity under applicable non-bankruptcy law and the Non-Settling Insurer’s applicable
20 insurance policies, the failure of the Survivors’ Trust to pay such self-insured retention to the Non-
21 Settling Insurer shall result in the Non-Settling Insurer having the right to argue that such failure of
22 payment is a complete defense to any claim for coverage by the Non-Settling Insurer to, or related
23 to, any claim for recovery of insurance from the Non-Settling Insurer.

24 **8.5. *Non-Settling Insurers’ Contribution Claims Against Settling Insurers.*** In any
25 Action, including the Coverage Action, involving the Abuse Claimant and one or more Non-
26 Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any
27 Contribution Claim against any of the Settling Insurers or the Survivors’ Trust, and such
28 Contribution Claims are determined by the court presiding over such Claims to be valid, then any

1 judgment or award obtained against such Non-Settling Insurer by such Abuse Claimant shall be
2 automatically reduced by the amount, if any, that the Survivors' Trust or any of the Settling Insurers
3 is liable to pay such Non-Settling Insurer as a result of the Non-Settling Insurer's Contribution
4 Claim, so that the Contribution Claim is thereby satisfied and extinguished; provided, however,
5 that, as against the Survivors' Trust (as successor to the Debtor), a Non-Settling Insurer may only
6 assert any such Contribution Claim for the payment of deductible or self-insured retention. The
7 Settling Insurers shall be required to cooperate in good faith with the Debtor, the Reorganized
8 Debtor, and/or the Survivors' Trust to take commercially reasonable steps to defend against any
9 Contribution Claim by a Non-Settling Insurer.

10 **8.6. Cooperation.** The Survivors' Trust and the Debtor (including the Estate and the
11 Reorganized Debtor) shall have the obligation as provided in the Abuse Insurance Policies to
12 cooperate with the Non-Settling Insurers with respect to the investigation and defense of Abuse
13 Claims pursuant to the terms of the Non-Settling Insurers' respective Abuse Insurance Policies,
14 including with respect to preserving any documents relevant to liability or coverage disputes,
15 making documents and witnesses available to the Non-Settling Insurers concerning such disputes,
16 and maintaining privilege with regard to the defense. The Reorganized Debtor and its agents will
17 not voluntarily waive any privilege under applicable non-bankruptcy law applicable to documents
18 or communications related to alleged Abuse Claims (collectively, "Privileged Communications").
19 Without limiting the generality of the foregoing, neither the Reorganized Debtor nor its agents shall
20 provide the Survivors' Trust or any Abuse Claimant with any Privileged Communications, absent
21 the express consent of all affected Non-Settling Insurers or a court order compelling such a
22 production. The Reorganized Debtor shall provide prompt notice of any requests and/or motions
23 to compel disclosure of Privileged Communications and cooperate with affected Insurers with
24 respect to the same. The Non-Settling Insurers reserve all coverage defenses with respect to any
25 current or future failure to cooperate. The Debtor and the Survivors' Trust reserve all rights under
26 the applicable Abuse Insurance Policies of the Non-Settling Insurers. The terms of the Plan
27 (including Articles VIII and IX hereof) constitute a voluntary agreement by the Non-Settling
28

1 Insurers to the Insurance Assignment, and such terms shall not be deemed to be an involuntary
2 order to that effect.

3 **8.7. Reductions In Non-Settling Insurers' Liability.** No Abuse Claimant who elects the
4 Litigation Option shall recover in the aggregate from the Survivors' Trust and any Non-Settling
5 Insurer an amount greater than the total amount of the judgment entered by the applicable court of
6 competent jurisdiction on such Holder's underlying Abuse Claim, subject to the terms of Section
7 5.14 herein. A Non-Settling Insurer shall have all rights available under non-bankruptcy law to
8 assert, seek, and enforce any right to offset, recoup, or otherwise reduce its liability on any such
9 entered judgment, including without limitation all rights available under non-bankruptcy law to
10 assert, seek, and recover on such claims against the Survivors' Trust.

11 **8.8. Settling Insurers.**

12 8.8.1 *Pre-Confirmation Insurance Settlement Agreements.* If, before
13 Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor under
14 which the Insurer ~~would become~~becomes a Settling Insurer ~~under this Plan~~hereunder upon entry of
15 the Confirmation Order, the Debtor shall file with the Plan Supplement ~~providing for~~ any provisions
16 required by the proposed Settling Insurer, and agreed to by the Debtor, to be made a part of this
17 Plan. Any such provisions set forth in the Plan Supplement shall be deemed incorporated into this
18 Section as part of the Plan. Any Insurer that becomes a Settling Insurer shall receive the treatment
19 as may be provided in any Insurer Settlement Agreement approved by a Final Order. Each
20 Insurance Settlement Agreement is effective and binding upon all Persons who have notice, and
21 any of the foregoing Persons' successors and assigns, upon the entry of a Final Order approving
22 the Insurance Settlement Agreement and satisfaction of all conditions precedent, provided that such
23 settlement shall not affect the rights of any remaining Non-Settling Insurers. Payments by each
24 Settling Insurer to the Survivors' Trust, and the releases by the Debtor and/or ~~the Contributing Non-~~
25 ~~Debtor Catholic Entities~~RCWC of each Settling Insurer, pursuant to the Insurance Settlement
26 Agreements shall occur and/or be effective according to the terms of each such agreement. The
27 Insurance Settlement Agreements shall survive the Confirmation and the Effective Date. The rights
28 of the parties under any Insurance Settlement Agreement shall be determined exclusively under the

1 applicable Insurance Settlement Agreement and those provisions of the Final Order approving such
2 Insurance Settlement Agreement, the Plan, and the Confirmation Order.

3 8.8.2 *Sale Free and Clear.* Each Settling Insurer Abuse Insurance Policy shall be
4 sold to the issuing Settling Insurer, pursuant to Sections 105, 363, and 1123 of the Bankruptcy
5 Code, free and clear of all liens and Claims of all Persons, to the extent provided for in each
6 applicable Insurance Settlement Agreement, provided that such sale shall not affect the rights of
7 any remaining Non-Settling Insurers.

8 8.8.3 *Timing.* The injunctions, releases, and discharges to which any Settling
9 Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation
10 Order, the Final Order approving the Insurance Settlement Agreement, and the Bankruptcy Code
11 shall become effective pursuant to the terms of such Insurance Settlement Agreement.

12 8.8.4 *Contribution Claims of Settling Insurers.* Each Settling Insurer agrees that
13 it will not pursue any Abuse Related Contribution Claim that it might have against any other Insurer
14 (a) whose Contribution Claim against Settling Insurers is satisfied and extinguished entirely; or
15 (b) that does not make an Abuse Related Contribution Claim against the Settling Insurers, or any
16 of them. If, in the future, a Non-Settling Insurer releases its Abuse Related Contribution Claims,
17 if any such exist, that it may have against the Settling Insurers, then such released Settling Insurer
18 shall release its Abuse Related Contribution Claims against such releasing Insurer. If any Non-
19 Settling Insurer asserts a Claim directly against the Survivors' Trust arising from or concerning the
20 one or more Settling Insurers' Abuse Insurance Policies, any Abuse Related Contribution Claim of
21 the Settling Insurers shall be transferred to the Survivors' Trust, and the Survivors' Trust shall be
22 authorized to assert the Contribution Claims of such Settling Insurer against such Non-Settling
23 Insurer.

24 **ARTICLE IX**
25 **THE SURVIVORS' TRUST**

26 **9.1. *Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and***
27 ***Survivors' Trust Advisory Committee.***

28 9.1.1 *Establishment and Purpose of the Survivors' Trust.* On the Effective Date,

1 the Survivors' Trust shall be established in accordance with the Survivors' Trust Documents. The
2 Survivors' Trust will, upon its creation, and without limitation: (1) assume liability for all Abuse
3 Claims, including without limitation Unknown Abuse Claims, of the Debtor, ~~Contributing Non-~~
4 ~~Debtor Catholic Entities~~ RCWC to the extent of RCWC Releases, and any Settling Insurers; and
5 (2) receive, hold, administer, liquidate, and distribute the Survivors' Trust Assets in accordance
6 with this Plan and the Survivors' Trust Documents. The Survivors' Trust shall administer, process,
7 settle, resolve, liquidate, satisfy, and make Trust Distributions in such a way that Abuse Claimants
8 are treated equitably and in a substantially similar manner, subject to the applicable terms of the
9 Plan Documents and the Survivors' Trust Documents. From and after the Effective Date, (x) the
10 Abuse Claims and Unknown Abuse Claims against the Debtor and (y) Claims against any Settling
11 Insurer for or relating to insurance coverage in connection with such Claims, shall be channeled to
12 the Survivors' Trust pursuant to the Channeling Injunction set forth in Section 13.12 of the Plan
13 and may be asserted only and exclusively against the Survivors' Trust, subject to the right of
14 Holders of Abuse Claims who elect the Litigation Option (as defined in Section 9.8.4 hereof) to
15 name the Debtor as a nominal defendant as provided in the Plan. The Survivors' Trust shall have
16 no liability for Non-Abuse Litigation Claims. Holders of Non-Abuse Litigation Claims shall have
17 no recourse to the Survivors' Trust with respect to such Claims.

18 9.1.2 *Qualified Settlement Fund.* The Survivors' Trust is intended to qualify as a
19 "qualified settlement fund" pursuant to Section 468B of the Tax Code and the regulations
20 promulgated thereunder (the "Treasury Regulations"). The Debtor shall be the "transferor" within
21 the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Survivors' Trustee shall be the
22 "administrator" of the Survivors' Trust within the meaning of Treasury Regulation
23 Section 1.468B-2(k)(3).

24 9.1.3 *Survivors' Trust Advisory Committee.* As set forth in the Survivors' Trust
25 Documents, there shall be established the Survivors' Trust Advisory Committee, which shall be
26 initially comprised of five (5) members selected by the Committee and formed as of the Effective
27 Date. Except with respect to Insurance Settlement Agreements entered into by the Survivors' Trust
28 after the Effective Date and certain other matters set forth in the Survivors' Trust Documents, the

1 Survivors' Trust Advisory Committee is intended to be consultative in nature and assist the
2 Survivors' Trustee in the independent exercise of the Survivors' Trustee's duties.

3 **9.2. Appointment and Powers of the Survivors' Trustee.** On the Confirmation Date,
4 the Bankruptcy Court shall appoint the Survivors' Trustee to serve in accordance with, and who
5 shall have the functions and rights provided in, the Survivors' Trust Documents. Any successor
6 Survivors' Trustee shall be appointed in accordance with the terms of the Survivors' Trust
7 Documents. For purposes of the Survivors' Trustee performing his or her duties and fulfilling his
8 or her obligations under the Survivors' Trust and the Plan, the Survivors' Trust and the Survivors'
9 Trustee shall be deemed to be "parties in interest" within the meaning of Section 1109(b) of the
10 Bankruptcy Code. The Survivors' Trustee shall have such powers and duties as are set forth in the
11 Survivors' Trust Documents, including without limitation the following:

12 9.2.1 *Survivors' Trustee as Fiduciary.* The Survivors' Trustee shall be deemed to
13 be a fiduciary of the Survivors' Trust under the terms of the Survivors' Trust Agreement and shall
14 have all rights, powers, authority, responsibilities, and benefits under California law specified in
15 the Plan and as reflected in the Survivors' Trust Agreement, including commencing, prosecuting
16 or settling causes of action, enforcing contracts, and asserting Claims, defenses, offsets and
17 privileges. If there is any inconsistency or ambiguity between the Confirmation Order and the
18 Survivors' Trust Agreement with respect to Trustee's authority to act, the provisions of the
19 Survivors' Trust Agreement shall control.

20 9.2.2 *Liquidation of Survivors' Trust Assets.* The Survivors' Trustee shall
21 liquidate and convert to Cash the Survivors' Trust Assets, make timely distributions, and not unduly
22 prolong the duration of the Survivors' Trust. The Survivors' Trustee may also abandon any
23 property which the Survivors' Trustee determines in the Survivors' Trustee's reasonable discretion
24 to be of *de minimis* value or of more burden than the value of the Survivors' Trust.

25 9.2.3 *Protection of Survivors' Trust Assets.* The Survivors' Trustee shall protect
26 and enforce the rights in and to the Survivors' Trust Assets under the Survivors' Trust Documents.

27 9.2.4 *Bank Accounts of the Survivors' Trust.* The Survivors' Trustee may open
28 and maintain bank accounts on behalf of the Survivors' Trust to deposit funds in and draw checks

1 on the bank accounts as appropriate under the Survivors' Trust Documents. Notwithstanding
2 anything herein to the contrary, the Survivors' Trustee may open and maintain bank accounts on
3 behalf of the Survivors' Trust after Confirmation but before the Effective Date.

4 9.2.5 *Insurance.* The Survivors' Trustee shall obtain all reasonably available
5 insurance coverage with respect to any property that is, or may in the future become, a Survivors'
6 Trust Asset.

7 9.2.6 *Taxes.* The Survivors' Trustee may request an expedited determination of
8 taxes of the Survivors' Trust under Section 505(b) of the Bankruptcy Code for all returns filed for,
9 or on behalf of, the Survivors' Trust for all taxable periods through the dissolution of the Survivors'
10 Trust.

11 9.2.7 *Settlements With Non-Settling Insurers.* The Survivors' Trustee shall be
12 authorized to enter into consensual settlements with one or more Non-Settling Insurers on and after
13 the Effective Date, covering some or all of the Abuse Claims insured thereby, provided that such
14 settlements shall not impair the rights of any other Non-Settling Insurers, including those rights set
15 forth herein. Approval requirements, if any, for such settlements shall be as specified in the
16 Survivors' Trust Agreement. No settlement (whether in the Plan or otherwise) as among any of the
17 Debtor, its Estate, the Survivors' Trust, and Abuse Claimant, and the Settling Insurers, including
18 payment obligations, shall bind a Non-Settling Insurer in any way without its consent.

19 **9.3. *Property and Funding of the Survivors' Trust.*** The Survivors' Trust shall be
20 funded with (i) aggregate Cash contributions from the Debtor and Reorganized Debtor (as
21 applicable) of ~~\$115~~150 million, (ii) any Cash contributions from ~~a Contributing Non-Debtor~~
22 ~~Catholic Entity~~RCWC pursuant to Section 9.3.2 hereof, (iii) any proceeds held by the Debtor or
23 the Reorganized Debtor on account of Insurance Settlement Agreements as set forth in this
24 Section 9.3, and (iv) the Assigned Insurance Interests. These contributions to the Survivors' Trust
25 shall be made according to the schedule set forth in this Section 9.3. The Debtor Cash Contribution
26 (as defined in this Section 9.3) and any ~~Non-Debtor Catholic Entity~~RCWC Contribution (as defined
27 in this Section 9.3) shall be made in respect of the uninsured exposure of the Debtor and ~~any~~
28 ~~Contributing Non-Debtor Catholic Entities~~RCWC for Abuse Claims (including Unknown Abuse

1 Claims), including, but not limited to, years in which no Non-Settling Insurer Policies are available
2 and, to the extent required under applicable law, when a self-insured retention or deductible must
3 be satisfied to access potential coverage under Non-Settling Insurer Policies. The Debtor Cash
4 Contribution and any ~~Non-Debtor Catholic Entity Contributions~~ RCWC Contribution are not, and
5 shall not be construed as, a discharge and/or release of any Abuse Claim (including any Unknown
6 Abuse Claim) covered or alleged to be covered under any of the Non-Settling Insurer Policies.
7 Notwithstanding the foregoing, the Debtor and ~~any Contributing Non-Debtor Catholic~~
8 ~~Entity~~ RCWC shall have no further financial obligations under this Plan or the Plan Documents to
9 Holders of Allowed Abuse Claims ~~(except, in the case of any Contributing Non-Debtor Catholic~~
10 ~~Entity, with respect to Holders of Opt Out Abuse Claims as set forth in Section 6.2 hereof),~~
11 including Allowed Unknown Abuse Claims, other than the obligations required to be paid to the
12 Survivors' Trust in Section 9.3 hereof.

13 9.3.1 *Debtor Cash Contribution.* On the Effective Date of the Plan, the Debtor
14 shall transfer \$~~63~~40 million, plus any remaining DIP Availability, in good and available funds to
15 the Survivors' Trust using wiring instructions provided by the Survivors' Trustee (the "Initial
16 Debtor Contribution"). The Initial Debtor Contribution ~~will~~ is anticipated to consist of
17 ~~(i) approximately \$53~~40 million in new Cash received through the Exit Facility, ~~and~~
18 ~~(ii) approximately \$10 million in non-restricted Cash held by the.~~ Any remaining DIP Availability
19 will also be transferred to the Survivors' Trust on the Effective Date as part of the Initial Debtor
20 Contribution. The Survivors' Trust shall also receive Cash from the Debtor as ~~set forth~~
21 ~~below~~ follows (collectively, the "Additional Debtor Contributions" and together with the Initial
22 Debtor Contribution, the "Debtor Cash Contribution");

23 9.3.1.1 No later than the date that is one year after the Effective Date,
24 the Debtor shall transfer no less than \$107.2 million in good and available funds to the
25 Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

26 9.3.1.2 No later than the date that is two years after the Effective
27 Date, the Debtor shall transfer no less than \$104.7 million in good and available funds to
28 the Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

1 9.3.1.3 No later than the date that is three years and six months after
2 the Effective Date (the “Plan Payment Period”), the Debtor shall transfer ~~\$10~~the remaining
3 balance of the total Debtor Cash Contribution of \$150 million, up to \$98.1 million in good
4 and available funds to the Survivors’ Trust using wiring instructions provided by the
5 Survivors’ Trustee.

6 9.3.1.4 *Timing of Payments.* During the Plan Payment Period, the
7 Debtor (i) shall pay to the Survivors’ Trust the net proceeds (after reimbursement of closing
8 costs and attorneys’ fees, if any) realized from the closing of any sale of unencumbered real
9 estate titled in the name of the Debtor, regardless of whether such payment(s) cause the
10 Debtor to exceed the minimum transfers described in Sections 9.3.1.1 and 9.3.1.2 hereof,
11 and (ii) may transfer unrestricted Cash to the Survivors’ Trust.

12 9.3.2 *Contributions from RCWC.* In support of the Plan, RCWC will contribute
13 \$30,000,000.00 (the “RCWC Cash Contribution”) in good and available funds to the RCWC
14 Escrow on the schedule set forth below.

15 9.3.2.1 *Contributions to RCWC Escrow.* \$7,700,000.00 of the
16 RCWC Cash Contribution will be paid on the Effective Date, the balance to be paid between
17 the Effective Date and the three-year anniversary of the Effective Date, with the minimum
18 amounts to be paid on or before each anniversary of the Effective Date as follows:

19 (a) No later than *the date that is one year after the Effective Date*, RCWC
20 shall transfer no less than \$3 million in good and available funds to the
21 RCWC Escrow.

22 (b) ~~9.3.1.4~~ No later than the date that is ~~four~~two years after the Effective
23 Date, ~~the Debtor~~RCWC shall transfer no less than \$106 million in good
24 and available funds to the ~~Survivors’ Trust using wiring instructions~~
25 ~~provided by the Survivors’ Trustee~~RCWC Escrow.

26 (c) ~~9.3.1.5~~ No later than the date that is ~~five~~three years and six months after
27 the Effective Date, ~~the Debtor~~RCWC shall transfer the remaining
28 balance of the total RCWC Cash Contribution of ~~\$123~~0 million, up to

1 \$13,300,000, in good and available ~~fund to the Survivors' Trust using~~
2 ~~wiring instructions provided by the Survivors' Trustee~~funds to the
3 RCWC Escrow.

4 (d) During the Plan Payment Period, RCWC (i) shall pay to the RCWC
5 Escrow the net proceeds (after reimbursement of closing costs and
6 attorneys' fees, if any) realized from the closing of any sale of
7 unencumbered real estate titled in the name of RCWC, regardless of
8 whether such payment(s) cause RCWC to exceed the minimum transfers
9 described in Sections 9.3.2.1(a)-(c) hereof, and (ii) may transfer
10 unrestricted Cash to the RCWC Escrow.

11 9.3.2.2 Survivors' Trust Withdrawals From RCWC Escrow. The
12 Survivors' Trust shall receive distributions from the RCWC Escrow in accordance with the
13 Survivors' Trust Documents and the RCWC Escrow Agreement. The Survivors' Trust
14 Documents and the RCWC Escrow Agreement shall provide (a) distributions to the
15 Survivors' Trust from the RCWC Escrow shall not commence until after the Preliminary
16 Abuse Claim Allowance Deadline; (b) such distributions from the RCWC Escrow will be
17 made on account of Holders of Class 4 Claims whom the Abuse Claims Reviewer
18 determines asserted a compensable Claim against RCWC in the Holder's Proof of Claim;
19 and (c) the Survivor's Trust may receive from the RCWC Escrow no more than the *pro rata*
20 share in the RCWC Escrow balance of each such Holder who has executed and returned to
21 RCWC an RCWC Release, provided that the *pro rata* share of each such Holder shall be
22 determined by the Survivor's Trustee.

23 9.3.2.3 Excess Funds in RCWC Escrow. In the event all Abuse
24 Claimants holding Allowed Claims against RCWC execute a RCWC Release, any amount
25 remaining in the RCWC Escrow shall thereupon be transferred to the Survivors' Trust for
26 distribution to all Abuse Claimants.

27 9.3.2.4 Return of Remaining Balance in RCWC Escrow. If any
28 amount remains in the RCWC Escrow as of the five-year anniversary of the Effective Date,

1 the RCWC Escrow Agent shall return such amount, less expenses of the RCWC Escrow, to
2 RCWC no later than five (5) business days after the later of (i) the five-year anniversary of
3 the Effective Date or (ii) distribution to the Survivors' Trust of all payments to Holders of
4 Allowed Class 4 Claims who executed and returned to RCWC an RCWC Release on or
5 before the five-year anniversary of the Effective Date.

6 ~~9.3.2 Contributions from Non-Debtor Catholic Entities. Any Non-Debtor Catholic~~
7 ~~Entity against whom the Holder of a Class 4 Claim has asserted liability in connection with an~~
8 ~~Abuse Claim may become a Contributing Non-Debtor Catholic Entity by contributing Cash or other~~
9 ~~assets to the Survivors' Trust in exchange for Releases by such Holders of Class 4 Claims.~~

10 ~~9.3.2.1 Roman Catholic Welfare Corporation of Oakland. RCWC shall~~
11 ~~contribute Cash to the Survivors' Trust in an aggregate amount that is contingent on the~~
12 ~~number of Releases it secures from those Holders of Class 4 Claims and Class 5 Claims~~
13 ~~who have asserted liability against RCWC in connection with an Abuse Claim ("RCWC~~
14 ~~Claimants"). RCWC shall transfer a total of \$28,500,000.00 (the "RCWC Cash~~
15 ~~Contribution") to the Survivors' Trust, as follows: \$2,000,000.00 on the Effective Date,~~
16 ~~\$4,000,000.00 on the date that is one year after the Effective Date, \$4,000,000.00 on the~~
17 ~~date that is two years after the Effective Date, \$6,000,000.00 on the date that is three years~~
18 ~~after the Effective Date, \$6,000,000.00 on the date that is four years after the Effective Date,~~
19 ~~and \$6,500,000.00 on the date that is five years after the Effective Date; provided, however,~~
20 ~~if less than 100% of all RCWC Claimants grant RCWC a release pursuant to Section 13.9~~
21 ~~of the Plan, then the RCWC Cash Contribution, and each of its installments set forth in this~~
22 ~~Section 9.3.2.2, shall be reduced by a percentage proportional to the percentage of RCWC~~
23 ~~Claimants who either opt out of granting RCWC such release or fail to return a Ballot. By~~
24 ~~way of illustration only, if 80% of RCWC Claimants grant RCWC a release pursuant to~~
25 ~~Section 13.9 of the Plan, RCWC shall only contribute 80% of the aggregate RCWC Cash~~
26 ~~Contribution, or \$22,800,000.00, to the Survivors' Trust, in installments of \$3,200,000.00~~
27 ~~on the Effective Date, \$3,200,000.00 on the first and second anniversaries of the Effective~~
28 ~~Date, \$4,800,000.00 on the third and fourth anniversaries of the Effective Date, and~~

1 ~~\$5,200,000.00 on the fifth anniversary of the Effective Date.~~

2 ~~9.3.2.2 Other Contributing Non Debtor Catholic Entities. Should any other~~
3 ~~Non Debtor Catholic Entity become a Contributing Non Debtor Catholic Entity between~~
4 ~~the filing of this Plan and the date of the filing of the Plan Supplement, the Plan Supplement~~
5 ~~shall set forth the amount of Cash contributed by any such Non Debtor Catholic Entity (or,~~
6 ~~if the Contribution is not in Cash, the nature and approximate Cash value of the contribution~~
7 ~~by any such Non Debtor Catholic Entity) and shall set forth the extent to which such Non-~~
8 ~~Debtor Catholic Entity's contribution is conditioned on the number of Releases it receives~~
9 ~~from Holders of Class 4 and Class 5 Claims asserting liability against such Non Debtor~~
10 ~~Catholic Entity in connection with an Abuse Claim.~~

11 ~~9.3.2.3 Release by Holders of Class 5 Claims. For purposes of calculating~~
12 ~~the percentage of Releases under Section 13.9 hereof received by a Non Debtor Catholic~~
13 ~~Entity, the Unknown Abuse Claims Representative shall count as a single Holder, and each~~
14 ~~Holder of a Class 4 Claim shall count as a single Holder.~~

15 9.3.3 *Separate Contributions.* Any contribution to the Survivors' Trust by a
16 ~~Contributing Non Debtor Catholic Entity~~RCWC shall be in addition to and separate from the
17 Debtor Cash Contribution.

18 9.3.4 *Livermore Option.* Should Adventus sell part or all of the Livermore
19 Property such that funds from any such sale are received earlier than three years and six months
20 following the Effective Date (the "Livermore Option"), then Adventus agrees and the Confirmation
21 Order shall provide that the net proceeds of each such sale shall be distributed for the benefit of the
22 Estate in the following sequence, conditioned on the confirmation and effectiveness of this Plan:

23 9.3.4.1 First, to Adventus in the amount of its closing costs, including
24 without limitation all professional fees associated with the Livermore Property and
25 entitlement, development, and sale thereof.

26 9.3.4.2 Second, on behalf of the Debtor, to the Survivor's Trust, in
27 an amount not to exceed the amount of all remaining Debtor Contribution obligations under
28 the Plan.

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9.3.4.3 Third, should any funds remain, to Adventus.

9.3.4.4 Payment in Full of Debtor Cash Contribution. Should one or more sales pursuant to the Livermore Option result, when combined with all previous payments to the Survivors' Trust by RCBO in accordance with the Plan, in the Survivors' Trust realizing the full amount owed by RCBO under the Plan, then RCBO shall thereafter have no further payment obligations to the Survivors' Trust under the Plan.

9.3.5 ~~9.3.4~~ *Insurance Settlement Agreements.*

9.3.5.1 ~~9.3.4.1~~ *Pre-Effective Date.* In addition to the Debtor Cash Contribution, any Cash received by the Debtor on or before the Effective Date in connection with an Insurance Settlement Agreement shall be transferred to the Survivors' Trust on the Effective Date and shall be part of the Survivors' Trust Assets.

9.3.5.2 ~~9.3.4.2~~ *Post-Effective Date.* After the Effective Date, the Survivors' Trustee may enter into such Insurance Settlement Agreements as in the Survivors' Trustee's business judgment and in accordance with the Survivors' Trust Documents the Survivors' Trustee deems necessary and beneficial to the Survivors' Trust. To the extent the Survivors' Trustee enters into an Insurance Settlement Agreement that covers the Abuse Claim of a Trust Claimant who elected the Litigation Option and commenced an Abuse Claim Litigation (each as defined in Section 9.8.4 hereof) (a "Settling Trust Claimant"), (i) such Abuse Claim Litigation shall be promptly dismissed to the extent the Settling Trust Claimant is seeking a determination of, and the availability of Insurance Recoveries for, the liability of a Released Party on account of the Settling Trust Claimant's Abuse Claim, (ii) within thirty (30) days after receipt of the Cash consideration of such Insurance Settlement Agreement, the Survivors' Trust shall pay the Settling Trust Claimant an amount equivalent to 50% of the Settling Trust Claimant's ~~then-existing Reserved~~Trust Distribution amount, calculated based on the value of the Survivors' Trust Assets immediately before receipt of such Cash consideration from the Insurance Settlement Agreement, (iii) the Settling Trust Claimant shall be deemed to have rescinded their election of the Litigation Option in favor of the Distribution Option and the Survivors' Trustee shall

1 be deemed to have consented to such rescission, each in accordance with Section 9.8.4.7 of
2 the Plan, and (iv) the remaining Cash realized by the Survivors' Trust on account of the
3 Insurance Settlement Agreement shall be added to the Survivors' Trust Assets. Thereafter,
4 Settling Trust Claimants shall be treated as having elected the Distribution Option in all
5 respects and shall be entitled to receive *pro rata* distributions from the Survivors' Trust
6 Assets in accordance with the terms of this Plan and the Survivors' Trust Documents.

7 9.3.6 ~~9.3.5~~ *Assignment of Assigned Insurance Interests.* On the Effective Date,
8 the Insurance Assignment described in Article VIII of the Plan shall become effective.

9 9.3.7 ~~9.3.6~~ *Use of Survivors' Trust Assets.* The Survivors' Trust Assets shall be
10 used in accordance with and for the purposes set forth in the Survivors' Trust Documents, including
11 without limitation to pay Abuse Claims and reasonable expenses of the Survivors' Trust and to
12 pursue and execute Insurance Settlement Agreements. Notwithstanding anything herein to the
13 contrary, no monies and/or assets comprising the Survivors' Trust Assets that are transferred,
14 granted, assigned, or otherwise delivered to the Survivors' Trust shall be used for any purpose other
15 than in accordance with the Plan and the Survivors' Trust Documents.

16 9.3.8 ~~9.3.7~~ *No Insurer Reimbursement Obligation.* The Non-Settling Insurers
17 shall not be liable for or obligated to reimburse any contribution to the Plan made by the Debtor
18 and its Estate, nor shall the Survivors' Trust be authorized to seek such recovery.

19 **9.4. Unknown Abuse Claims Reserve.** Upon the Effective Date, the Survivors' Trust
20 shall segregate \$5,000,000.00 (Five Million Dollars and Zero Cents) of the Initial Debtor
21 Contribution into the Unknown Abuse Claims Reserve. The Unknown Abuse Claims Reserve shall
22 be maintained for the greater of (i) five years after the Effective Date, and (ii) resolution of all
23 Unknown Abuse Claims submitted to the Survivors' Trustee within five years after the Effective
24 Date. On that date, the remaining funds in the Unknown Abuse Claims Reserve will be de-
25 segregated and returned to the Survivors' Trust's general accounts, and neither the Debtor,
26 Reorganized Debtor, Survivors' Trust, nor any Settling Insurer shall have any more liability for any
27 Unknown Abuse Claim.
28

1 **9.5. Vesting.** On the Effective Date, all Survivors' Trust Assets shall vest in the
2 Survivors' Trust, and the Debtor, Reorganized Debtor, ~~Contributing Non Debtor Catholic~~
3 ~~Entities~~[RCWC subject to the terms of the RCWC Escrow](#), and Settling Insurers shall be deemed
4 for all purposes to have transferred all of their respective interests in the Survivors' Trust Assets to
5 the Survivors' Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized
6 Debtor, any other Released Party, and Settling Insurers, as applicable, shall take all actions
7 reasonably necessary to transfer any Survivors' Trust Assets to the Survivors' Trust. Upon the
8 transfer of control of Survivors' Trust Assets in accordance with this paragraph, the Debtor,
9 Reorganized Debtor, ~~Contributing Non Debtor Catholic Entities~~[RCWC](#), and the Settling Insurers
10 shall have no further interest in the Survivors' Trust Assets except as otherwise explicitly provided
11 in this Plan.

12 **9.6. Survivors' Trust Assumption of Liabilities for Abuse Claims.** The transfer to,
13 vesting in and assumption by the Survivors' Trust of the Survivors' Trust Assets as contemplated
14 by the Plan shall, as of the Effective Date, discharge all obligations and liabilities of and bar any
15 recovery or action against the Released Parties for or in respect of all Abuse Claims (including
16 Unknown Abuse Claims). The Confirmation Order shall provide for such discharge. Subject to
17 Article VIII hereof and the rights of Abuse Claimants who elect the Litigation Option, the
18 Survivors' Trust shall, as of the Effective Date, assume sole and exclusive responsibility and
19 liability for all Abuse Claims against the Released Parties, and such Claims shall be paid by the
20 Survivors' Trust from the Survivors' Trust Assets or as otherwise directed in the Survivors' Trust
21 Documents and Articles VIII and IX hereof. From and after the Effective Date, all Abuse Claims
22 against the Released Parties shall be considered Channeled Claims subject to the Channeling
23 Injunction under Section 105(a) of the Bankruptcy Code and the provisions of the Plan and the
24 Confirmation Order. Subject to the foregoing, from and after the Effective Date, the Released
25 Parties shall not have any obligation with respect to any liability of any nature or description arising
26 out of, relating to, or in connection with any Abuse Claims.

27 **9.7. Right to Elect to Receive an Immediate Payment.** [Not later than ten \(10\) days](#)
28 [following the Effective Date, the Survivors' Trustee shall mail the Immediate Payment Notice to](#)

1 all Holders of Abuse Claims. Holders of Abuse Claims may elect to receive the Immediate Payment
2 from the Survivors' Trust by ~~checking the appropriate box on their respective Ballots~~ signing and
3 returning the Immediate Payment Notice such that it is postmarked (if sent by US Mail) not later
4 than the date that is forty-five (45) days after the Effective Date, or if such date is not a Business
5 Day the next Business Day thereafter (the "Immediate Payment Election Deadline"). Only Abuse
6 Claimants who return ~~a Ballot and who~~ an Immediate Payment Notice not later than the Immediate
7 Payment Election Deadline, affirmatively ~~check the box on~~ indicating their ~~Ballot indicating they~~
8 ~~wish~~ election to receive the Immediate Payment, shall be entitled to receive the Immediate Payment.
9 If an Abuse Claimant elects to receive the Immediate Payment, the payment will be made within
10 thirty (30) days after the ~~Effective Date. After receipt of~~ Immediate Payment Election Deadline.
11 After receiving the Immediate Payment, the Abuse Claimant shall not be entitled to any further
12 distributions from the Survivors' Trust and shall not be entitled to pursue any Abuse Claim against
13 the Reorganized Debtor, the Survivor's Trust, any Settling or Non-Settling Insurers, or ~~any other~~
14 ~~party~~ RCWC (and the RCWC Escrow). The Immediate Payment Notice shall include conspicuous
15 language indicating that acceptance of the Immediate Payment and return of the election form
16 constitutes a release of the Debtor, Survivors' Trust, any Settling or Non-Settling Insurers, and
17 RCWC (and the RCWC Escrow) for any amount over and above the Immediate Payment of
18 \$50,000. If a Person submitted, or is the Holder of, more than one Abuse Claim and such Holder
19 elects to receive the Immediate Payment, such Holder shall only be entitled to one Immediate
20 Payment on account of all of their Abuse Claims, shall not be entitled to any further distributions
21 from the Survivors' Trust, and shall not be entitled to pursue any Abuse Claim against the Non-
22 Settling Insurers or any other party.

23 **9.8. Method of Determination of Abuse Claims and Rights of Abuse Claimants to**
24 **Choose to ~~Accept a Distribution or to Pursue Litigation~~**. After the Effective Date, every Trust
25 Claim held by an Abuse Claimant shall be reviewed and allocated a percentage of the recovery pool
26 based on numerical scaling factors (but not based on alleged dollar value of the Claim) by the Abuse
27 Claims Reviewer in order to determine the distribution to each such Holder in accordance with the
28 terms of the Survivors' Trust Documents.

1 9.8.1 *Notice of Initial Determination.* Based on the percentage allocation
2 determined by the Abuse Claims Reviewer, the Survivors' Trustee shall provide a determination of
3 the distribution to which each Holder of each Trust Claim is entitled (the "Initial Determination"),
4 in accordance with the terms of the Survivors' Trust Documents. Each Holder of a Trust Claim
5 will receive a notice containing the Initial Determination, including a projected recovery based on
6 the anticipated available assets of the Survivors' Trust at the time of the Initial Determination.

7 9.8.2 *Right to Appeal Notice of Initial Determination.* Within thirty (30) days of
8 receipt of the notice of the Initial Determination, each Holder of a Trust Claim shall have the right
9 to request an additional review of the Initial Determination by the Abuse Claims Reviewer and
10 shall be allowed to submit additional documentation or information that such Claimant believes
11 should be considered. The Abuse Claims Reviewer shall provide a subsequent determination (the
12 "Review Determination"), as provided for in the Survivors' Trust Documents. If requested, the
13 Review Determination shall be the "Final Determination" for purposes of such Holder's
14 distributions from the Survivors' Trust. If the Review Determination is not requested, the outcome
15 of the Initial Determination shall be the Final Determination. For the avoidance of doubt, no
16 determination will be made in the Chapter 11 Case concerning the alleged dollar value of an Abuse
17 Claim for purposes of unsettled Insurance. Neither the Abuse Claims Reviewer's or Survivors'
18 Trustee's review of an Abuse Claim and determination of qualification, nor the Survivors' Trust's
19 estimation of Claims or payment of distributions, shall constitute a trial, an adjudication on the
20 merits, or evidence of liability or damages in any litigation with the Non-Settling Insurer or any
21 other Person.

22 9.8.3 *Distributions to Trust Claimants from the Survivors' Trust.* Subject to the
23 Survivors' Trust Documents, the following procedures will govern distributions to Trust Claimants
24 from the Survivors' Trust:

25 9.8.3.1 Within 30 days of the Abuse Claims Reviewer's completion
26 of all Review Determinations, the Survivors' Trustee shall make a projection of anticipated
27 distributions to each Holder of a Trust Claim. This amount may differ from the Initial
28 Determination after accounting for Review Determinations.

1 9.8.3.2 The Survivors’ Trustee will make an initial distribution (the
2 “Initial Distribution”) to each Trust Claimant, ~~except for those Trust Claimants who elect~~
3 ~~the Litigation Option (defined in Section 9.8.4). Any Trust Claimant who does not timely~~
4 ~~elect the Litigation Option (defined in Section 9.8.4) shall automatically be deemed to have~~
5 ~~elected to receive a distribution from the Survivors’ Trust under this Section 9.8.3 (the~~
6 ~~“Distribution Option”).~~ The Initial Distribution shall be comprised of each such Trust
7 Claimants’ *pro rata* share of the Survivors’ Trust Assets existing on that date, less (+)
8 reasonable reserves for the Survivors’ Trust ~~and (ii) all reserves made pursuant to Section~~
9 ~~9.8.4.1 hereof, in each case to be determined by the Survivors’ Trustee in accordance with~~
10 ~~the Survivors’ Trust Documents~~ (the “Initial Reserve”).

11 9.8.3.3 Upon the receipt of additional Cash contributions into ~~the~~
12 ~~Survivors’ Trust, including from sales of real property owned by~~ the Survivors’ Trust, the
13 Survivors’ Trustee shall make further distributions (the “Additional Distributions”) to the
14 Trust Claimants ~~who are deemed to have elected (or who later changed their election from~~
15 ~~the Litigation Option to) the Distribution Option and the Survivors’ Trust Documents, less~~
16 ~~such, less~~ appropriate reserves (the “Additional Reserves”).

17 9.8.3.4 After (i) the final resolution of all Trust Claims, including
18 with respect to the Trust Claimants who selected the Litigation Option, and (ii) all
19 Survivors’ Trust Assets are monetized, the Survivors’ Trustee shall make a final distribution
20 to the Trust Claimants ~~who elected (or who are deemed to have elected) the Distribution~~
21 ~~Option~~ (the “Final Distribution”), which shall include previously withheld reserves and any
22 reallocated funds. If, after 180 days from the date of the Final Distribution, there are any
23 funds which are not claimed by the Trust Claimant, such unclaimed funds shall be returned
24 to the Reorganized Debtor.

25 9.8.4 *Right to Elect Litigation Against Non-Settling Insurers and Other Parties.*

26 Irrespective of whether a Trust Claimant has requested an additional review of the Initial
27 Determination by the Abuse Claims Reviewer, ~~within~~ not later than ninety (90) days after receiving
28 the notice of the Initial Determination of the Trust Claimant’s Trust Claim, such Trust Claimant

1 may elect to pursue litigation against the Debtor (as a nominal party only), Non-Settling Insurers
2 and/or other parties (excluding the Debtor or Reorganized Debtor as appropriate) (the “Abuse
3 Claim Litigation” and, the election of the Abuse Claim Litigation, the “Litigation Option”) by filing
4 the notice described in Section 8.2.2 of the Plan (the “Litigation Option Notice”). For the avoidance
5 of doubt, the Litigation Option Notice may be filed at any time following the Effective Date, but
6 not later than the deadline set forth in this Section. Trust Claimants who do not timely make an
7 election will be deemed to have chosen to forego the Litigation Option ~~and to have elected the~~
8 ~~Distribution Option~~.

9 ~~9.8.4.1 In the event a Trust Claimant elects the Litigation Option, the~~
10 ~~Reserved Amount to be held by the Survivor’s Trustee on account of such Trust Claimant~~
11 ~~shall be the amount of such Trust Claimant’s Final Determination. As the Survivors’ Trust~~
12 ~~receives additional Cash (including, without limitation, on account of the Debtor Cash~~
13 ~~Contributions, RCWC Cash Contributions, Insurance Settlement Agreements, other~~
14 ~~contributions of Cash, or proceeds from the liquidation of any of the Survivors’ Trust~~
15 ~~Assets), the Survivors’ Trustee shall increase the Reserved Amount on account of such~~
16 ~~Trust Claimant commensurately.~~

17 9.8.4.1 ~~9.8.4.2~~ The liability, if any, of the Survivors’ Trust to a Trust
18 Claimant who elects the Litigation Option shall be limited to the ~~Reserved Amount for~~total
19 amounts to be distributed to such Trust Claimant pursuant to Section 9.8.3 of the Plan (the
20 “Distribution Amount”), even if the Trust Claimant obtains a judgment by a Final Order
21 through the Abuse Claim Litigation (the “Litigation Judgment”) that is higher than ~~the~~
22 ~~Reserved~~such amount.

23 9.8.4.2 ~~9.8.4.3~~ In the case of a Trust Claimant who obtains a
24 Litigation Judgment that is lower than the ~~Reserved~~Distribution Amount for such Trust
25 Claimant, the distribution from the Survivors’ Trust to such Trust Claimant subsequent to
26 such Litigation Judgement shall be capped at the amount of the Litigation Judgment less
27 distributions already made by the Survivors’ Trust to such Trust Claimant; provided,
28 however, that such distribution from the Survivors’ Trust shall be further reduced by the

1 amount of any liability for the Litigation Judgment that is apportioned to (i) one or more
2 defendants in the Abuse Claim Litigation other than any of the Released Parties, and/or
3 (ii) any Non-Settling Insurer on account of such Non-Settling Insurer's coverage
4 obligations under an Abuse Insurance Policy, if any, subject to such Non-Settling Insurer's
5 rights to Contribution and other rights under this Plan and the applicable Abuse Insurance
6 Policy(ies). ~~The difference between a~~Any remaining balance of Trust Claimant's ~~Reserved~~
7 ~~Amount and the reduced distribution to such Trust Claimant from the Survivors'~~
8 ~~Trust~~Distribution Amount shall be reallocated for distribution to Trust Claimants in their
9 *pro rata* share. Any amount already distributed to such Trust Claimant in excess of such
10 Litigation Judgment shall be recoverable by the Survivors' Trustee, provided that it shall be
11 entirely within the discretion of the Survivors Trustee to determine whether to seek such
12 recovery.

13 9.8.4.3 ~~9.8.4.4~~ In the case of a Trust Claimant who obtains a
14 Litigation Judgment that is higher than the ~~Reserved~~Distribution Amount for such Trust
15 Claimant, the distribution from the Survivors' Trust to such Trust Claimant shall be the
16 lower of: (a) the ~~Reserved~~Distribution Amount or (b) the amount of such Litigation
17 Judgment less the sum of any distributions already made by the Survivors' Trust to such
18 Trust Claimant and any liability for the Litigation Judgment apportioned to (i) any
19 defendants in the Abuse Claim Litigation other than any of the Released Parties and/or (ii)
20 any Non-Settling Insurer on account of such Non-Settling Insurer's coverage obligations
21 under an Abuse Insurance Policy, if any, subject to such Non-Settling Insurer's rights to
22 Contribution and other rights under this Plan and the applicable Abuse Insurance
23 Policy(ies). The difference between a Trust Claimant's ~~Reserved~~Distribution Amount and
24 the reduced distribution to such Trust Claimant from the Survivors' Trust shall be
25 reallocated for distribution to Trust Claimants ~~who elected the Distribution Option~~ in their
26 *pro rata* share.

27 9.8.4.4 ~~9.8.4.5~~ If a Trust Claimant obtains a Litigation Judgment for
28 which all liability is assigned in the aggregate to (i) defendants in the Abuse Claim

1 Litigation other than the Released Parties and/or (ii) one or more Non-Settling Insurers, any
2 party found liable for payment to such Trust Claimant shall pay that judgment directly to
3 such Trust Claimant. The Trust Claimant shall have no further claims against the Survivors'
4 Trust. ~~The Survivors' Trustee shall reallocate the Reserved Amount on account of such~~
5 ~~Trust Claimant's Trust Claim for distribution to Trust Claimants who elected the~~
6 ~~Distribution Option~~ *in their pro rata share.*

7 9.8.4.5 ~~9.8.4.6 If, pursuant to Section 9.8.4, a Trust Claimant who~~
8 ~~received a Litigation Judgment is entitled to a distribution from the Survivors' Trust, the~~
9 ~~Survivors' Trustee shall make any such distribution from the Survivors' Trust Assets to~~
10 ~~such Trust Claimant not later than thirty (30) days after the Survivors' Trustee receives~~
11 ~~notice of entry of the Trust Claimant's Litigation Judgment in the Abuse Claim Litigation.~~

12 If the Survivors' Trust is not a formal notice party in the Abuse Claim Litigation filed by
13 ~~such~~ Trust Claimant *who elects the Litigation Option*, it shall be the burden of the Trust
14 Claimant to serve the Survivors' Trustee with notice of entry of ~~the Trust Claimant's any~~
15 Litigation Judgment in ~~the~~such Abuse Claim Litigation.

16 9.8.4.6 **In no event may a Litigation Claimant receive more than**
17 **the total amount of his or her judgment from all sources. For the avoidance of doubt,**
18 **if, after accounting for recovery from parties other than the Survivors' Trust, a**
19 **Litigation Claimant receives any amount in excess of the Judgment Amount, such**
20 **amount shall be recoverable by the Survivors' Trustee.** In any case of a Trust Claimant
21 who obtains a Litigation Judgment, where the payment of any amounts payable to such
22 Trust Claimant by (i) defendants in the Abuse Claim Litigation other than the Released
23 Parties and/or (ii) one or more Non-Settling Insurers, when taken together with any
24 distributions received by *such Trust Claimant from the Survivors' Trust*, would cause such
25 Trust Claim to receive more than the total amount of his or her Litigation Judgment, then
26 (a) all amounts to be paid under such Litigation Judgement that would be in excess of such
27 Litigation Judgment shall be paid to the Survivors' Trustee to be allocated for distribution
28 to other Trust Claimants *in their pro rata share*, or (b) if such amounts are paid directly to

1 the Litigation Claimant, such Litigation Claim shall immediately turn them over to the
2 Survivors' Trustee.

3 ~~9.8.4.7 Upon written notice to the Survivors' Trustee, subject to the~~
4 ~~Survivors' Trustee's sole and absolute discretion, a Trust Claimant who selected the~~
5 ~~Litigation Option may rescind that election in favor of the Distribution Option and shall be~~
6 ~~treated, for all purposes under the Plan, as having selected the Distribution Option.~~
7 ~~Notwithstanding the foregoing, the Survivors' Trustee shall consent to such rescission if~~
8 ~~such written notice of rescission is given prior to entry of an order of dismissal or a final~~
9 ~~judgment by a Final Order in the Abuse Claim Litigation in favor of a Released Party.~~

10 ~~9.8.4.8 Trust Claimants electing the Distribution Option rather than the~~
11 ~~Litigation Option shall be eligible for Additional Distributions and any Final Distribution,~~
12 ~~in each case as determined by the Survivors' Trustee in accordance with the Survivors Trust~~
13 ~~Documents but may not later change their election to the Litigation Option.~~

14 ~~9.8.4.9 Following final resolution of the last Abuse Claim Litigation, the~~
15 ~~Survivors' Trustee will make the Final Distribution as set forth in Section 9.8.3.4 above.~~

16 9.8.5 *Reporting Requirement.* The Survivors' Trustee shall report to the
17 Reorganized Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each
18 Abuse Claimant is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether
19 each Abuse Claimant has elected the Immediate Payment, the Distribution Option, or the Litigation
20 Option, and (iii) any modification made by any Abuse Claimant to their treatment status.

21 **9.9. Provisions for Preliminary Distribution to Holders of Allowed Abuse Claims.**

22 9.9.1 Preliminary Review. Not later than the Preliminary Abuse Claim
23 Allowance Deadline, the Abuse Claims Reviewer shall review the Proof of Claim for each Abuse
24 Claim to (a) determine whether it is an Allowed Claim, and (b) determine whether it asserts a
25 compensable claim against RCWC. The allowance of Abuse Claims by the Abuse Claims Reviewer
26 shall have no effect on the amount of the contributions of the Debtor or RCWC. Neither the
27 determination by the Abuse Claims Reviewer that a Proof of Claim is an Allowed Claim, nor that
28 a Proof of Claim asserts a compensable claim against RCWC, shall constitute a trial, an

1 adjudication on the merits, or evidence of liability or damages in any litigation with any Non-
2 Settling Insurer or any other Person.

3 9.9.2 Preliminary Distribution. Not later than the date that is the later of (a) ten
4 (10) days after the Preliminary Abuse Claim Allowance Deadline, and (b) thirty (30) days after the
5 Effective Date, the Survivors' Trustee shall make a Preliminary Distribution to the Holder of each
6 Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim in the amount of
7 \$5,000 to each such Holder from the Survivors' Trust Assets *in accordance with the Survivors'*
8 *Trust Documents.*

9 9.10. ~~9.9.~~ Compensation and Reimbursement of Expenses to Survivors' Trustee and
10 Survivors' Trust Professionals. The Survivors' Trustee shall be entitled to compensation as
11 provided for in the Survivors' Trust Documents. The Survivors' Trustee may retain and reasonably
12 compensate, without Bankruptcy Court approval and without the consent of the Reorganized
13 Debtor, counsel and other Professionals as reasonably necessary to assist in the duties of the
14 Survivors' Trustee subject to the terms of the Survivors' Trust Documents. All fees and expenses
15 incurred in connection with the foregoing shall be payable from the Survivors' Trust, as provided
16 for in the Survivors' Trust Documents.

17 9.11. ~~9.10.~~ Excess Survivors' Trust Assets. After the payment of all Abuse Claims that
18 are entitled to a distribution from the Survivors' Trust and all expenses of the Survivors' Trust
19 Expenses, all remaining Assets in the Survivors' Trust shall be transferred to the Reorganized
20 Debtor concurrent with the termination of the Survivors' Trust pursuant to the Survivors' Trust
21 Documents.

22 9.12. ~~9.11.~~ Indemnification of Debtor, Reorganized Debtor, and ~~Contributing Non-~~
23 ~~Debtor Catholic Entities~~ RCWC. The Survivors' Trust shall indemnify and hold harmless the
24 Debtor, Reorganized Debtor, and ~~the Contributing Non-Debtor Catholic Entities~~ RCWC from and
25 against any and all Abuse Claims, as well as indemnify and reimburse such parties for all fees, costs
26 and expenses related to Abuse Claims (including such fees, costs and expenses incurred in
27 connection with discovery), to the extent set forth in this Plan and the Survivors' Trust Documents,
28 provided that as to RCWC such indemnification shall apply only as to Abuse Claims the Holders

1 [of which have provided RCWC Releases](#). The Survivors' Trust shall not have any obligation to
2 indemnify any Person accused of committing a physical act of Abuse against an Abuse Claimant
3 or such Abuse Claimant's predecessor(s)-in-interest.

4 **9.13.** ~~9.12.~~ *Modification of Survivors' Trust Documents.* The Survivors' Trust
5 Documents may not be amended or modified without the consent of the Reorganized Debtor, [which](#)
6 [consent shall not be unreasonably withheld](#). The Reorganized Debtor shall also have consent rights
7 with respect to the appointment of any successor Survivors' Trustee and Survivors' Trust Advisory
8 Committee members, which consent shall not be unreasonably withheld. Notwithstanding the
9 foregoing, the indemnification obligations of the Survivors' Trust described in this Plan as to any
10 Released Party may not be amended or modified without the consent of such Released Party and
11 no such amendment shall affect the rights of any remaining Non-Settling Insurers.

12 **ARTICLE X**
13 **CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

14 **10.1. Conditions to Confirmation.** The following are conditions precedent to
15 Confirmation of this Plan that must be (i) satisfied, or (ii) waived, subject to Court approval:

16 10.1.1. [Only to the extent the Court directs solicitation of this Plan separate from the](#)
17 [prior solicitation of the Third Amended Plan](#), a Final Order, finding the Disclosure Statement
18 contains adequate information pursuant to Section 1125 of the Bankruptcy Code, shall have been
19 entered by the Court.

20 10.1.2. The Plan, Plan Supplement, ~~Disclosure Statement~~, Survivors' Trust
21 Documents, and any other Plan Documents are in a form acceptable to the Debtor and ~~Contributing~~
22 ~~Non-Debtor Catholic Entities~~ [RCWC](#). Except as to the Debtor, all such documents shall be deemed
23 acceptable to each of the foregoing Persons unless such Person Files a written objection to
24 confirmation of the Plan.

25 10.1.3. The proposed Confirmation Order is acceptable to the Debtor and
26 ~~Contributing Non-Debtor Catholic Entities~~ [RCWC](#). Except as to the Debtor, all such documents
27 shall be deemed acceptable to each of the foregoing Persons unless such Person Files a written
28 objection to the form of the proposed Confirmation Order.

1 10.1.4. The Confirmation Order approves the Channeling Injunction and
2 Exculpation Clause.

3 10.1.5. The Confirmation Order approves the ~~release of, and releases, all~~
4 ~~Contributing Non Debtor Catholic Entities~~ form of the RCWC Release and includes a finding that
5 any Abuse Claimant returning a signed RCWC Release Form shall fully and completely release all
6 claims against RCWC as and to the extent provided in the ~~Plan~~.

7 ~~10.1.6. RCWC Release Form. The Confirmation Order shall include findings of fact~~
8 ~~that: (i) the release of each of the Contributing Non Debtor Catholic Entities is fair and necessary~~
9 ~~to the Debtor's reorganization and reorganization is unlikely without that Entity's release;~~
10 ~~(ii) sufficient identity of interests exists between the Debtor and the released Contributing Non-~~
11 ~~Debtor Catholic Entities such that a suit against any of the released Contributing Non Debtor~~
12 ~~Catholic Entities is a suit against the Debtor or will deplete Estate assets; (iii) all consideration~~
13 ~~given by a released Contributing Non Debtor Catholic Entity provides significant and critical~~
14 ~~funding for this Plan constituting a substantial contribution to the success of the Plan; and~~
15 ~~(iv) released Contributing Non Debtor Catholic Entities would not make a substantial contribution~~
16 ~~absent the benefits they obtain from the third party releases.~~

17 ~~10.1.7.~~ The Confirmation Order shall include a finding of fact that the Debtor, ~~each~~
18 ~~of the Contributing Non Debtor Catholic Entities~~ RCC, RCWC, Adventus, any Settling Insurers,
19 and each of their respective present and former members, officers, directors, employees, advisors,
20 attorneys, and agents acted in good faith within the meaning of and with respect to all of the actions
21 described in Section 1125(e) of the Bankruptcy Code and are, therefore, not liable for the violation
22 of any applicable law, rule, or regulation governing such actions.

23 10.1.6. 10.1.8. The Confirmation Order in a form consistent with the foregoing shall
24 be entered in the Chapter 11 Case.

25 **10.2. Conditions to Effectiveness.** The following are conditions precedent to the
26 Effective Date that must be (i) satisfied, or (ii) waived, subject to Court approval (for the avoidance
27 of doubt, the Effective Date is not conditioned on resolution of any litigation or assumption of any
28 Unexpired Leases or Executory Contracts):

1 10.2.1. The Confirmation Order shall have been entered and shall be a Final Order
2 in a form reasonably acceptable to the Debtor, and there shall be no stay or injunction that would
3 prevent the occurrence of the Effective Date. The Debtor in its sole discretion may waive the
4 requirement that the Confirmation Order be a Final Order.

5 10.2.2. There shall have been no material amendments to the Plan or Confirmation
6 Order [following entry of the Confirmation Order](#).

7 10.2.3. The Debtor and all other necessary parties shall have executed all documents
8 and entered into all agreements as may be necessary in connection with the Exit Facility described
9 in Article XI of the Plan.

10 10.2.4. The Debtor, the Survivors' Trustee, and any other necessary parties shall
11 have executed all documents necessary for formation of the Survivors' Trust, and for the Survivors'
12 Trustee to administer and operate the Survivors' Trust.

13 10.2.5. Transfer of funds to the Survivors' Trust for all initial contributions to the
14 Survivors' Trust shall have been made, and the proof thereof provided to the Debtor and the
15 Survivors' Trustee.

16 10.2.6. All other actions, authorizations, filings, consents, and approvals required (if
17 any), including but not limited to canonical approvals, shall have been obtained, effected, or
18 executed in a manner acceptable to the Debtor and remain in full force and effect or, if waivable,
19 waived by the Person or Persons entitled to the benefit thereof.

20 10.2.7. All other actions, documents, and agreements necessary to implement and
21 effectuate the Plan shall have been effected or executed.

22 10.2.8. The statutory fees owing to the United States Trustee as of the deadline for
23 payment immediately preceding the Effective Date shall have been paid in full.

24 **10.3. Waiver of Conditions.** The conditions to Confirmation set forth in Section 10.1 or
25 the Effective Date set forth in Section 10.2 may be waived, in whole or in part, by the Debtor,
26 subject to approval of the Court, provided that Sections 10.2.3-~~and~~, 10.2.4, [and 10.2.8](#) are not
27 waivable. The failure to satisfy any material condition to Confirmation or the Effective Date may
28 be asserted by the Debtor in its sole discretion so long as such failure was not primarily caused by

1 any action or inaction by the Debtor. The failure of the Debtor to exercise any of the foregoing
2 rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an
3 ongoing right, which may be asserted at any time.

4 **10.4. Revocation of the Plan.** If Confirmation does not occur, an order denying
5 Confirmation is entered by the Court, or if the Plan does not become effective, then the Plan shall
6 be null and void, and nothing contained in the Plan or Disclosure Statement shall: (a) constitute a
7 waiver or release of any Claims against the Debtor; (b) constitute a waiver or release of any right,
8 claim or cause of action of the Debtor; (c) constitute an admission of any fact or legal conclusion
9 by the Debtor or any other Person; (d) prejudice in any manner the rights of the Debtor or any other
10 party in any related or further proceedings; or (e) constitute a settlement, implicit or otherwise, of
11 any kind whatsoever.

12 **ARTICLE XI**
13 **EXIT FINANCING**

14 **11.1. The Exit Facility.** On the Effective Date, the Reorganized Debtor shall enter into
15 the Exit Facility with the Exit Facility Lender. Confirmation of the Plan shall be deemed approval
16 of the Exit Facility, the transactions contemplated thereby, and all actions to be taken, undertakings
17 to be made, and obligations to be incurred by the Reorganized Debtor in connection therewith.
18 Upon entry of the Confirmation Order, the Debtor and Reorganized Debtor (as applicable) shall be
19 authorized to execute and deliver those documents necessary or appropriate to obtain the Exit
20 Facility, including the Exit Facility Documents, without further notice to or order of the Court, act
21 or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval
22 of any Person, subject to such modifications as the Debtor and the Exit Facility Lender may deem
23 to be necessary to consummate the Exit Facility. The Exit Facility will be in the total amount of
24 \$55,000,000 of which up to \$15,000,000 will be used to refinance the DIP Obligations, and the
25 remaining balance of which will be new lending on the Effective Date. Proceeds of the Exit Facility
26 shall be used to (a) refinance the then-outstanding balance of the DIP Obligations, (b) fund the
27 Initial Debtor Contribution, and (c) fund the operations of the Reorganized Debtor.
28

1 **11.2. Effect of the Exit Facility.** On the Effective Date, the Exit Facility shall constitute
2 legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtor,
3 enforceable in accordance with its terms and such indebtedness and obligations (and the
4 transactions effectuated to implement the Exit Financing) shall not be and shall not be deemed to
5 be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, the
6 Confirmation Order or on account of the confirmation or consummation of the Plan. On the
7 Effective Date, all the liens and security interests granted in accordance with the Exit Facility
8 Documents shall be legal, valid, binding upon the Reorganized Debtor, enforceable in accordance
9 with their respective terms, and no obligation, payment, transfer or grant of security under the Exit
10 Facility Documents shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code
11 or under any applicable law or subject to any defense, reduction, recoupment, setoff or
12 counterclaim. Such liens and security interests shall be deemed automatically perfected on the
13 Effective Date without the need for the taking of any further filing, recordation, approval, consent
14 or other action, and such liens and security interests shall not be enjoined or subject to discharge,
15 impairment, release, avoidance, recharacterization or subordination (including equitable
16 subordination) for any purposes whatsoever and shall not constitute preferential transfers or
17 fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law.

18 **11.3. Authorization.** On the Effective Date, the Reorganized Debtor and the Exit Facility
19 Lender shall be authorized to make all filings and recordings, obtain all governmental approvals
20 and consents, and take any other actions necessary to establish and perfect such liens and security
21 interests under the provisions of the applicable state, federal, or other law (whether domestic or
22 foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being
23 understood that perfections shall occur automatically by virtue of the entry of the Confirmation
24 Order and any such filings, recordings, approvals, and consents shall not be required), and the
25 Reorganized Debtor shall thereafter cooperate to make all other filings and recordings that
26 otherwise would be necessary under applicable law to give notice of such liens and security interests
27 to third parties.
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ARTICLE XII
MEANS FOR IMPLEMENTING THE PLAN

12.1. Revesting.

12.1.1 *Revesting of Property in the Reorganized Debtor.* On the Effective Date, all property of the Estate as defined in Section 541 of the Bankruptcy Code, including any Causes of Action, shall revert in the Reorganized Debtor, free and clear of all liens and encumbrances and all Claims, rights, interests, and entitlements. Thereafter, the Reorganized Debtor may use, sell, transfer or exchange such property in its discretion, subject to any restriction or limitation set forth in the Plan.

12.1.2 *Obtaining Credit.* At any time after the Effective Date the Reorganized Debtor may obtain credit in its sole discretion without approval of the Bankruptcy Court.

12.1.3 *No Waiver.* No claim, right, Cause of Action, or other property of the Estate shall be deemed waived or otherwise forfeited by the Debtor's failure to identify such property in the Schedules or the Disclosure Statement accompanying the Plan.

12.2. Non-Monetary Commitment to Healing and Reconciliation. In order to further promote healing and reconciliation, and in order to continue efforts to protect children and vulnerable adults and to prevent Abuse from occurring in the future, the Reorganized Debtor shall, (a) as of the Effective Date continue the non-monetary measures outlined in Article IV(G) of the Third Amended Disclosure Statement entitled "Debtor's Mission to Effect Reconciliation and Compensation" after the Effective Date; and (b) not later than the Effective Date (unless a different date is provided in the Confirmation Order); ~~continue the non-monetary measures outlined in Article IV(G) of the Disclosure Statement entitled "Debtor's Mission to Effect Reconciliation and Compensation;"~~ implement the additional Child Protection Protocols in the form filed with the Plan Summary, which non-monetary measures are expressly incorporated herein, provided that if there is any inconsistency between existing measures identified in "(a)" above, and the Child Protection Protocols, the Child Protection Protocols shall govern.

1 **12.3. CCCEB Settlement.** Upon the occurrence of the Effective Date, the CCCEB
2 Settlement, in accordance with the CCCEB Settlement Documents, shall become effective. The
3 CCCEB Settlement shall include the following terms:

4 12.3.1. In full and complete satisfaction of all obligations under the CCCEB Note,
5 CCCEB shall transfer to RCBO on the Effective Date fee simple title to the Cathedral Property,
6 together with all improvements thereon and all tangible personal property owned by CCCEB and
7 located on or used in connection with operation of the Cathedral Property.

8 12.3.2. CCCEB shall assign to RCBO, and RCBO shall assume all obligations of
9 CCCEB under, all current contracts related to maintenance, operation, and security of the Cathedral
10 Property, provided that RCBO may decline to assume any such contract following reasonable
11 diligence review, and further provided that to the extent any such contracts are not assignable under
12 their terms or applicable law or assignment would constitute a breach under the terms of such
13 contract, RCBO may instead, at its election, fund CCCEB's obligations for payment under any such
14 contracts.

15 12.3.3. Funds in deposit accounts in the name of or controlled by CCCEB for
16 operation of the Cathedral Property shall, at RCBO's election, be transferred to RCBO, or otherwise
17 used for operating expenses related to the Cathedral Property or otherwise to pay the debts of
18 CCCEB.

19 12.3.4. CCCEB shall assign to RCBO, and RCBO shall assume all obligations under
20 the existing leases and user agreements with tenants and other users of the Cathedral Property,
21 including (i) that certain License and Services Agreement dated as of January 1, 2020, with RCC
22 regarding the mausoleum on the Cathedral Property; (ii) that certain Commercial Office Lease
23 Agreement with RCC dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order
24 of Malta Clinic of Northern California dated January 25, 2008, and amended February 10, 2023;
25 and (iv) agreements for use of Cathedral Property space with RCWC, and the Cathedral of Christ
26 the Light parish Church.

27 12.3.5. CCCEB shall have no further obligation or liability of any kind for the debt
28 evidenced by the CCCEB Note, or in connection with the CCCEB Note.

1 12.3.6. The Debtor and CCCEB shall agree to such other terms, not inconsistent
2 with the Plan, as are necessary or desired to complete the CCCEB Settlement.

3 **12.4. Treatment of Actions and Causes of Action.** On the Effective Date, all Causes of
4 Action held by the Estate or the Debtor other than those included in the Survivors' Trust Assets
5 shall be deemed fully vested in the Reorganized Debtor. Pursuant to Section 1123(b)(3) of the
6 Bankruptcy Code, the Reorganized Debtor shall retain and have the exclusive authority and
7 standing to prosecute, enforce, pursue, sue on, settle or compromise any and all Causes of Action
8 (including Avoidance Actions), arising before the Effective Date, including all Causes of Action
9 of a trustee and debtor-in-possession under the Bankruptcy Code, but not including the Coverage
10 Action, Assigned Insurance Interests, and any other Causes of Action expressly released or
11 compromised as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered
12 prior to the Effective Date. The Reorganized Debtor shall also retain and may prosecute and
13 enforce all defenses, counterclaims, and rights that have been asserted or could be asserted by the
14 Debtor against or with respect to all Claims asserted against the Debtor or property of the Estate.
15 Failure to specifically identify potential Causes of Action in the Plan shall not be deemed a waiver
16 of any such Cause of Action by the Debtor, Reorganized Debtor, or the Survivors' Trust.

17 **12.5. Continued Existence.** From and after the Effective Date, the Debtor shall continue
18 in existence as the Reorganized Debtor in accordance with applicable law for all purposes,
19 including, among other things, (a) enforcing and prosecuting claims, interests, rights, and privileges
20 of the Debtor including, without limitation, prosecuting Causes of Action, (b) resolving Disputed
21 Claims, (c) administering the Plan, (d) filing appropriate tax returns and refund requests, and
22 (e) performing all such other acts and conditions required by and consistent with consummation of
23 the Plan.

24 **12.6. The Survivors' Trust.** On the Effective Date, the Survivors' Trust shall be created,
25 as provided in Article IX of the Plan.

26 **12.7. Post-Effective Date Prosecution of Non-Abuse Litigation Claims.**

27 12.7.1 *Relief from the Automatic Stay.* Effective upon the Effective Date, Holders
28 of Class 6 Claims are granted relief from the automatic stay of Section 362 of the Bankruptcy Code

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

7 12.7.2 *Non-Abuse Litigation Reserve.* No less than sixty (60) days after the
8 Effective Date, the Reorganized Debtor shall establish the Non-Abuse Litigation Reserve and fund
9 it with \$750,000.00.

10 12.7.3 *Sources of Recovery for Non-Abuse Litigation Claims.* Notwithstanding any
11 provision to the contrary in the Plan Documents, Holders of Class 6 Claims shall be entitled to
12 prosecute and/or settle their respective Class 6 Action, provided that each such Holder shall be
13 limited to recovering from (i) the proceeds of any applicable insurance policy which provides
14 coverage, or could provide coverage, with respect to such Class 6 Claim and (ii) its *pro rata* portion
15 of the Non-Abuse Litigation Reserve; provided, however, no Holder of a Class 6 Claim may
16 recover more than \$250,000.00 from the Non-Abuse Litigation Reserve. Effective upon the
17 Effective Date, Holders of Class 6 Claims shall be otherwise barred and enjoined from seeking
18 recovery on any judgment or settlement obtained in their respective Class 6 Action from the assets
19 of the Debtor, Reorganized Debtor, ~~Contributing Non-Debtor Catholic Entities~~, Survivors’ Trust,
20 and any other party receiving a release under this Plan.

21 12.7.4 *Insurance Coverage for Non-Abuse Litigation Claims.* All parties,
22 including, but not limited to, any insurer under any insurance policy alleged to provide coverage of
23 a Class 6 Claim, reserve and expressly do not waive any of their rights, remedies and/or defenses
24 with respect to any Class 6 Claim. If any insurer denies and/or disclaims coverage of a Class 6
25 Claim, the Debtor or Reorganized Debtor (as applicable) shall reasonably cooperate at the sole cost
26 of the Holder of such Class 6 Claim to assign to that Holder the right to pursue and receive the
27 proceeds of any applicable coverage under such Insurer’s Abuse Insurance Policy or Abuse
28 Insurance Policies. Nothing contained herein shall be deemed a representation or warranty

1 concerning the availability, scope or interpretation of any insurance ~~coverages~~coverage(s) which
2 may or may not exist for Class 6 Claims.

3 **12.8. Bankruptcy Procedure and Transition.**

4 12.8.1 *Notice Required Post-Confirmation.* Except as otherwise specifically
5 provided in this Plan, notice of Filings in the Bankruptcy Court after the Confirmation Date,
6 including fee applications, shall be required to be given only to Persons or Entities on the Post-
7 Confirmation Notice List. Consistent with the Local Rules of the Bankruptcy Court, no other form
8 of service shall be required on parties receiving service through ECF.

9 12.8.2 *Post-Confirmation Matters.* Except as otherwise specified herein, matters
10 arising after the Confirmation Date and subject to the Court's retained jurisdiction may be initiated
11 in the same manner and with the same effect as if the Chapter 11 Case was pending before the
12 Bankruptcy Court and the Plan had not been confirmed. Subject to the provisions of the Plan and
13 the Bankruptcy Code governing compensation of Professionals, and except as provided in
14 Article XIII of the Plan, every party to such a matter shall bear its own attorneys' fees and costs in
15 connection therewith.

16 12.8.3 *Dissolution of the Committee.* On the Effective Date, the Committee shall
17 be dissolved and the Committee and its members, as of the Effective Date, shall be discharged of
18 and from all further authority, duties, responsibilities, and obligations related to, arising from and
19 in connection with the Chapter 11 Case.

20 12.8.4 *Statutory Fees.*

21 12.8.4.1 The Reorganized Debtor shall continue to pay all
22 U.S. Trustee Fees accruing on or before the earlier of (i) the closing of the Chapter 11 Case,
23 and (ii) December 31, 2026. Should the Chapter 11 Case remain open through January 1,
24 2027 or later, the Survivors' Trust shall pay all U.S. Trustee Fees accruing on or after that
25 date until the Chapter 11 Case is closed. All U.S. Trustee Fees shall be paid at the rate in
26 effect at the time such fees come due.

27 12.8.4.2 Solely for purposes of calculating U.S. Trustee Fees on
28 account of the amounts to be funded by the Debtor to the Survivors' Trust, such amounts

1 shall be considered distributions from the Debtor pursuant to 28 U.S.C. § 1930(a)(6) on the
2 date of such distributions.

3 12.8.4.3 Contributions by any party to the Survivors' Trust other than
4 the Debtor, including without limitation ~~a Contributing Non-Debtor Catholic Entity~~ [RCWC](#)
5 or a Settling Insurer, shall not be considered distributions by or on behalf of the Debtor or
6 Reorganized Debtor for purposes of calculating U.S. Trustee Fees.

7 12.8.4.4 Distributions from the Survivors' Trust shall not be
8 considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes
9 of calculating U.S. Trustee Fees.

10 12.8.5 *Post-Confirmation Reporting.* The Reorganized Debtor shall file with the
11 Bankruptcy Court post-confirmation quarterly reports in a form consistent with Bankruptcy Code
12 § 1106(a)(7), Bankruptcy Rule 2015(a)(5), and 28 C.F.R. § 58.8 until the earliest of the Chapter 11
13 Case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

14 **12.9. Post-Petition Deposits.**

15 12.9.1 *Closing of Utility Deposit Account.* As of the Effective Date, the
16 Reorganized Debtor shall be authorized to close the Adequate Assurance Account, as defined in
17 the *Final Order Establishing Adequate Assurance Procedures With Respect to The Debtor's Utility*
18 *Providers* [Docket No. 114], and retain all funds held therein.

19 12.9.2 *Other Deposits.* From and after the Effective Date, the Reorganized Debtor
20 may, at its election, demand the refund of any deposit provided to a Person other than a utility after
21 the Petition Date or may offset the amount of such deposit, at the Reorganized Debtor's election,
22 against either post-Effective Date billings or against distributions to the holder of such deposit on
23 account of its Allowed Claims, or otherwise take any actions permitted by law to obtain recovery
24 of such deposit; for the avoidance of any doubt, the foregoing supersedes any pre- or post-petition
25 agreement between the holder of such deposit and the Debtor.

26 **12.10. Other Actions.** On and after the Effective Date, the Reorganized Debtor shall be
27 authorized to take such actions as are reasonably necessary to complete and effectuate the terms of
28

1 this Plan, subject only to the specific limitations contained in this Plan, the Bankruptcy Code or
2 Bankruptcy Rules, and any order of the Court.

3 **12.11. General Settlement.** Pursuant to Sections 105 and 1123 of the Bankruptcy Code
4 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and
5 other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall
6 constitute a good faith compromise and settlement of all Claims and controversies resolved
7 pursuant to the Plan, including without limitation the CCCEB Settlement. On or before the
8 Effective Date, the Bankruptcy Court will have approved, by Final Order, such compromises, and
9 the Bankruptcy Court's findings will constitute its determination that such compromises and
10 settlements are in the best interests of the Debtor, the Estate, Abuse Claimants (including Unknown
11 Abuse Claims), Holders of other Claims, and other parties in interest, and are fair, equitable, and
12 within the range of reasonableness. To the extent a separate Final Order is not entered on or before
13 the Confirmation Date, the entry of the Confirmation Order will constitute the Final Order
14 approving the compromises and settlements hereunder.

15 **12.12. Closing of the Case.** As soon as reasonably practicable when the Reorganized
16 Debtor deems appropriate, consistent with the provisions of this Plan, the Bankruptcy Code
17 including without limitation Section 350 of the Bankruptcy Code, the Bankruptcy Rules including
18 without limitation Bankruptcy Rule 3022, and the Local Rules of this Court, the Reorganized
19 Debtor shall file and serve an application for entry of a Final Decree closing the Chapter 11 Case,
20 together with a proposed Final Decree. A Final Decree may be entered before the Survivors' Trust
21 is fully administered, and the expectation that the Survivors' Trust will make further distributions
22 shall not be a basis for delaying entry of a Final Decree. Entry of a Final Decree closing the
23 Chapter 11 Case shall, whether or not specified therein, be without prejudice to the right of the
24 Reorganized Debtor, the United States Trustee, the Survivors' Trustee, or any other party in interest
25 to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or the District Court
26 has retained jurisdiction under this Plan. Any Final Decree or order closing this Chapter 11 Case
27 will provide that the Bankruptcy Court or the District Court, as appropriate, will retain
28 (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other

1 orders entered in this Chapter 11 Case, and the obligations created by this Plan and the Plan
2 Documents; and (b) all other jurisdiction and authority granted to it under this Plan and the Plan
3 Documents.

4 **ARTICLE XIII**
5 **EFFECT OF PLAN CONFIRMATION**

6 **13.1. Binding Effect of Confirmation.** As of the Confirmation Date, but subject to
7 occurrence of the Effective Date, the provisions of this Plan shall be binding on and inure to the
8 benefit of the Debtor, the Estate, all Holders of Claims against the Debtor, and all other Persons or
9 Entities whether or not such Persons or Entities have accepted this Plan. The rights, benefits, and
10 obligations of any Person or Entity named or referred to in the Plan will be binding on, and will
11 inure to the benefit of, the executors, administrators, successors and assigns of each Person or Entity
12 (as applicable), whether or not they have accepted the Plan.

13 **13.2. Ratification.** Subject to all the terms of this Plan, the Confirmation Order shall be
14 deemed to ratify all transactions effectuated by the Debtor during the pendency of the Chapter 11
15 Case to the extent occurring pursuant to an order of the Court.

16 **13.3. Discharge of Claims.** Under Section 1141(d) of the Bankruptcy Code, and except
17 as otherwise specifically provided in the Plan or in any agreement or document executed pursuant
18 to the Plan, the distributions, rights, and treatment of Claims and Causes of Action in the Plan shall
19 be in complete satisfaction, discharge, and release, as of the Effective Date, of Claims and Causes
20 of Action ~~that arose prior to~~based upon conduct occurring before the Effective Date, whether
21 known or unknown, against the Debtor (including for the avoidance of doubt the Churches) or any
22 of its assets or properties, including without limitation (i) any demands, liabilities, and Causes of
23 Action ~~that arose~~based upon conduct occurring before the Effective Date, (ii) any liability to the
24 extent such Claims relate to services performed by employees of the Debtor before the Effective
25 Date and that arise from a termination of employment, (iii) any contingent or non-contingent
26 liability on account of representations or warranties issued on or before the Effective Date, and
27 (iv) all debts of the kind specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code.
28 Any default by the Debtor with respect to any Claim existing immediately before or on account of

1 the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation
2 Order shall be a judicial determination of the discharge of all Claims subject to the Effective Date
3 occurring. Nothing in this Section 13.3 shall prohibit an Abuse Claimant from exercising the
4 Litigation Option to pursue recovery from any applicable Non-Settling Insurer Abuse Insurance
5 Policy in accordance with this Plan, and anything herein to the contrary notwithstanding, to the
6 extent the Holder of an Abuse Claim elects the Litigation Option, such Abuse Claim shall not be
7 discharged or released to the extent that such Holder may assert claims *in a court of competent*
8 *jurisdiction* against the Debtor in name only and cannot recover any additional amounts from the
9 Debtor other than the Debtor Contribution to the Survivors' Trust as provided herein. For avoidance
10 of doubt, subject to the foregoing, the discharge provided under the Plan and Section 1141 be
11 effective as to each such Abuse Claim upon conclusion of any such litigation *in a court of competent*
12 *jurisdiction.*

13 **13.4. Confirmation Injunction.**

14 Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date
15 all Holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or
16 properties based upon any act, omission, transaction, occurrence, or other activity of any nature
17 that occurred before the Effective Date shall be precluded and permanently enjoined from
18 prosecuting or asserting any such discharged Claim against the Debtor or the Reorganized Debtor
19 or the property of the Debtor or Reorganized Debtor. In accordance with the foregoing, except as
20 expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial
21 determination of discharge or termination of all Claims, and other debts and liabilities against or in
22 the Debtor pursuant to Sections 105, 524 and 1141 of the Bankruptcy Code, and such discharge
23 shall void any judgment obtained against the Debtor at any time to the extent such judgment relates
24 to a discharged Claim.

25 **13.5. Injunction Against Interference with the Plan.** Upon the entry of the Confirmation

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

1 **13.6. Exculpation.** Subject to the occurrence of the Effective Date, to the fullest
2 extent permissible under applicable law and without affecting or limiting either the releases
3 by the Debtor ~~or the Releases by Abuse Claimants~~, and except as otherwise specifically
4 provided in the Plan or the Confirmation Order, none of the Exculpated Parties shall have
5 or incur any liability to any Holder of a Claim or any other Person for any act or omission in
6 connection with, related to, or arising out of, the Chapter 11 Case, the Plan, the pursuit of
7 Confirmation of the Plan, the negotiation and consummation of the Plan, or the
8 administration of the Chapter 11 Case and the Plan, the property to be distributed under the
9 Plan, the administration of the Survivors' Trust Assets and the Survivors' Trust by the
10 Survivors' Trustee, or any other related agreement, or any restructuring transaction,
11 contract, instrument, release, or other agreement or document created or entered into during
12 the Chapter 11 Case in connection with the Chapter 11 Case, or upon any other act or
13 omission, transaction, agreement, event, or other occurrence related or relating to the
14 foregoing, and each Exculpated Party hereby is exculpated from any claim or Cause of Action
15 related to the foregoing; provided, however, that the foregoing shall not operate as an
16 exculpation, waiver or release for (i) any express contractual obligation owing by any such
17 Person or Entity, (ii) willful misconduct or gross negligence, and (iii) with respect to
18 Professionals, liability arising from claims of professional negligence which shall be governed
19 by the standard of care otherwise applicable to professional negligence claims under
20 applicable non-bankruptcy law, and, in all respects, the Exculpated Parties shall be entitled
21 to rely upon the advice of counsel with respect to their duties and responsibilities under the
22 Plan; provided further that nothing in the Plan shall, or shall be deemed to, release the
23 Exculpated Parties, or exculpate the Exculpated Parties with respect to, their respective
24 obligations or covenants arising pursuant to the Plan.

25 **13.7. Injunction Related to Exculpation.** As of the Effective Date, all Holders of Claims
26 that are the subject of Section 13.6 are, and shall be, expressly, conclusively, absolutely,
27 unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from
28 taking any of the following actions against any Exculpated Party and, solely to the extent provided

1 by Section 1125(e) of the Bankruptcy Code, any Entity described in Section 1125(e) or its or their
2 property or successors or assigns on account of or based on the subject matter of such Claims,
3 whether directly or indirectly, derivatively or otherwise: (a) commencing, conducting or
4 continuing in any manner, directly or indirectly, any suit, action or other proceeding (including any
5 judicial, arbitral, administrative or other proceeding) in any forum; (b) enforcing, attaching
6 (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment,
7 award, decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly
8 or indirectly, any lien or encumbrance; and/or (d) setting off, seeking reimbursement or
9 contributions from, or subrogation against, or otherwise recouping in any manner, directly or
10 indirectly, any amount against any liability or obligation that is discharged under Section 13.3 or
11 exculpated under Section 13.6.

12 **13.8. Releases by the Debtor.** As of the Effective Date, except for the rights that
13 remain in effect from and after the Effective Date to enforce the Plan and the Confirmation
14 Order, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable
15 consideration, the adequacy of which is hereby confirmed, including the service of the
16 Released Parties and Settling Insurers, and each of them, to facilitate and implement the
17 reorganization of the Debtor, as an integral component of the Plan, the ~~Debtor, the~~
18 ~~Reorganized Debtor, and the Estate~~ Releasing Parties shall, and shall be deemed to, expressly,
19 conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each
20 and all of the Released Parties and Settling Insurers of and from any and all Causes of Action
21 (including Avoidance Actions), any and all other Claims, obligations, rights, demands, suits,
22 judgments, damages, debts, remedies, losses and liabilities of any nature whatsoever
23 (including any derivative claims or Causes of Action asserted or that may be asserted on
24 behalf of the Debtor, the Reorganized Debtor, or the Estate), whether liquidated or
25 unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or
26 unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based
27 on or relating to, or in any manner arising from, in whole or in part, any act, omission,
28 transaction, event, or other circumstance taking place or existing on or before the Effective

1 Date (including before the Petition Date) in connection with or related to the Debtor, the
2 Reorganized Debtor, the Estate, their respective assets and properties, the Chapter 11 Case,
3 the Plan Documents, and any related agreements, instruments, and other documents created
4 or entered into before or during the Chapter 11 Case, the pursuit of entry of the Confirmation
5 Order, the administration and implementation of the Plan, including the distribution of
6 property under the Plan, or any other related agreement, or upon any other act or omission,
7 transaction, agreement, event, or other occurrence taking place on or before the Effective
8 Date related or relating to the foregoing. Notwithstanding anything to the contrary in the
9 foregoing, the releases set forth in this Section 13.8 shall not be construed as releasing any
10 post-Effective Date obligations of any Person or Entity under the Plan or any document,
11 instrument, or agreement executed to implement the Plan or reinstated under the Plan.

12 ~~13.9. Releases by Abuse Claimants. As of the Effective Date, except for the rights that~~
13 ~~remain in effect from and after the Effective Date to enforce the Plan and the Confirmation~~
14 ~~Order, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable~~
15 ~~consideration, the adequacy of which is hereby confirmed, including the service of the~~
16 ~~Released Parties to facilitate and implement the reorganization of the Debtor, as an integral~~
17 ~~component of the Plan, and except as otherwise expressly provided in the Plan or the~~
18 ~~Confirmation Order, to the maximum extent permitted under applicable law, as such law~~
19 ~~may be extended subsequent to the Effective Date, all Abuse Claimants (including without~~
20 ~~limitation Unknown Abuse Claims and any Abuse Claims that are Disputed Claims) that~~
21 ~~timely return a Ballot but do not affirmatively opt out of the Releases pursuant to Section 6.2~~
22 ~~of the Plan, shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally,~~
23 ~~irrevocably, and forever discharge and release each and all of the Released Parties and their~~
24 ~~respective property and successors and assigns of and from all Abuse Claims and any and all~~
25 ~~Claims and Causes of Action whatsoever, whether known or unknown, asserted or~~
26 ~~unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in~~
27 ~~law, equity, or otherwise, whether for tort, fraud, contract, veil piercing or alter-ego theories~~
28

1 ~~of liability, successor liability, contribution, indemnification, joint liability, or otherwise,~~
2 ~~arising from or related in any way to such Abuse Claims.~~

3 13.9. ~~13.10.~~ *Injunction Related to ~~Releases~~ Discharge.* As of the Effective Date, and
4 except as set forth in Articles VIII and IX hereof for Abuse Claimants who elect the Litigation
5 Option to sue the Debtor (as a nominal party only), all ~~Abuse Claimants that are the subject~~
6 ~~of Section 13.9 hereof~~ Creditors treated under the Plan are, and shall be, expressly,
7 conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained,
8 prohibited, barred and enjoined from taking any of the following actions against any
9 Released Party or its property or successors or assigns on account of or based on the subject
10 matter of ~~such~~ Claims treated under the Plan, whether directly or indirectly, derivatively or
11 otherwise: (a) commencing, conducting or continuing in any manner, directly or indirectly,
12 any suit, action or other proceeding (including any judicial, arbitral, administrative or other
13 proceeding) in any forum; (b) enforcing, attaching (including, without limitation, any
14 prejudgment attachment), collecting, or in any way seeking to recover any judgment, award,
15 decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly
16 or indirectly, any lien or encumbrance; and/or (d) setting off, seeking reimbursement or
17 contributions from, or subrogation against, or otherwise recouping in any manner, directly
18 or indirectly, any amount against any liability or obligation that is discharged under
19 Section 13.3 of the Plan ~~or released under Section 13.9 of the Plan.~~

20 13.10. ~~13.11.~~ *Disallowed Claims.* On and after the Effective Date, the Debtor and the
21 Reorganized Debtor shall be fully and finally discharged of any and all liability or obligation on
22 any and all Disallowed Claims, and any order Disallowing a Claim that is not a Final Order as of
23 the Effective Date solely because of an Entity's right to move for reconsideration of such Order
24 pursuant to Section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless
25 become and be deemed to be a Final Order on and as of the Effective Date. The Confirmation
26 Order, except as otherwise provided herein, shall constitute an order Disallowing all Claims to the
27 extent such Claims are not allowable under any provision of Section 502 of the Bankruptcy Code,
28 including time-barred Claims, and Claims for unmatured interest.

1 13.11. ~~13.12.~~ *Channeling Injunction.* IN CONSIDERATION OF THE
2 UNDERTAKINGS UNDER THIS PLAN BY THE RELEASED PARTIES, THEIR
3 CONTRIBUTIONS TO THE SURVIVORS' TRUST, AND OTHER CONSIDERATION
4 AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS AMONG THE
5 RELEASED PARTIES AND THE SETTLING INSURERS AND TO SUPPLEMENT
6 WHERE NECESSARY THE INJUNCTIVE EFFECT OF THE DISCHARGE AS
7 PROVIDED IN SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND
8 PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE:

9 13.11.1. ~~13.12.1.~~ ANY AND ALL CHANNELED CLAIMS, INCLUDING
10 WITHOUT LIMITATION UNKNOWN ABUSE CLAIMS, ARE CHANNELED INTO THE
11 SURVIVORS' TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED,
12 RESOLVED AND PAID IN THE AMOUNTS AS PROVIDED BY THE SURVIVORS'
13 TRUST DISTRIBUTION PLAN AND PROCEDURES ESTABLISHED UNDER THIS
14 PLAN AND THE SURVIVORS' TRUST AGREEMENT AS THE SOLE AND EXCLUSIVE
15 REMEDY FOR ALL HOLDERS OF CHANNELED CLAIMS; AND

16 13.11.2. ~~13.12.2.~~ EXCEPT AS SET FORTH IN ARTICLES VIII AND IX
17 HEREOF FOR ABUSE CLAIMANTS WHO ELECT THE LITIGATION OPTION TO SUE
18 THE DEBTOR (AS A NOMINAL PARTY ONLY), ALL PERSONS WHO HELD OR
19 ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT ANY
20 CHANNELED CLAIMS ARE HEREBY PERMANENTLY STAYED, ENJOINED,
21 BARRED AND RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR
22 INDIRECTLY, FOR THE PURPOSES OF ASSERTING, ENFORCING, OR
23 ATTEMPTING TO ASSERT OR ENFORCE ANY CHANNELED CLAIM AGAINST THE
24 RELEASED PARTIES AND THE SETTLING INSURERS, INCLUDING:
25 (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER
26 PROCEEDING OF ANY KIND WITH RESPECT TO ANY CHANNELED CLAIM
27 AGAINST ANY OF THE RELEASED PARTIES OR SETTLING INSURERS OR
28 AGAINST THE PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTLING

1 INSURERS; (ii) ENFORCING, ATTACHING, COLLECTING OR RECOVERING, BY
2 ANY MANNER OR MEANS, FROM ANY OF THE RELEASED PARTIES OR THE
3 PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTLING INSURERS, ANY
4 JUDGMENT, AWARD, DECREE, OR ORDER WITH RESPECT TO ANY CHANNELED
5 CLAIM AGAINST ANY OF THE RELEASED PARTIES OR SETTLING INSURERS;
6 (iii) CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND
7 RELATING TO ANY CHANNELED CLAIM AGAINST ANY OF THE RELEASED
8 PARTIES OR SETTLING INSURERS OR THE PROPERTY OF THE RELEASED
9 PARTIES OR SETTLING INSURERS; (iv) ASSERTING, IMPLEMENTING OR
10 EFFECTUATING ANY CHANNELED CLAIM OF ANY KIND AGAINST ANY
11 OBLIGATION DUE ANY OF THE RELEASED PARTIES OR SETTLING INSURERS,
12 ANY OF THE RELEASED PARTIES OR SETTLING INSURERS, OR THE PROPERTY
13 OF ANY OF THE RELEASED PARTIES OR SETTLING INSURERS; (v) TAKING ANY
14 ACT, IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT
15 CONFORM TO, OR COMPLY WITH, THE PROVISIONS OF THIS PLAN OR THE
16 SURVIVORS' TRUST DOCUMENTS; AND (vi) ASSERTING OR ACCOMPLISHING
17 ANY SETOFF, RIGHT OF INDEMNITY, SUBROGATION, CONTRIBUTION OR
18 RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO ANY OF THE
19 RELEASED PARTIES OR SETTLING INSURERS.

20 **13.12. ~~13.13.~~ Provisions Relating to the Channeling Injunction.**

21 **13.12.1~~13.13.1~~ Modifications.** The Channeling Injunction is a permanent
22 injunction. It shall not be modified, dissolved, or terminated.

23 **13.12.2~~13.13.2~~ Non-Limitation.** Nothing in the Plan or the Survivors' Trust
24 Documents shall or shall be construed in any way to limit the scope, enforceability, or effectiveness
25 of the Channeling Injunction or the assumption by the Survivors' Trust of all liability with respect
26 to the Abuse Claims.

27 **13.12.3~~13.13.3~~ Bankruptcy Rule 3016 Compliance.** The Debtor's compliance with
28 the requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an

1 admission that the Plan provides for an injunction against conduct not otherwise enjoined under the
2 Bankruptcy Code.

3 13.12.4~~13.13.4~~ *No Duplicative Recovery.* In no event shall any Abuse Claimant be
4 entitled to receive any payment, reimbursement, or restitution from any Released Party under any
5 theory of liability for the same loss, damage, or other Abuse Claim that is reimbursed by the
6 Survivors' Trust or is otherwise based on the same events, facts, matters, or circumstances that gave
7 rise to the applicable Abuse Claim. This provision does not prohibit a Holder of Abuse Claim from
8 pursuing recovery from Non-Settling Insurers for coverage of an Abuse Claim, subject to Articles
9 VIII and IX hereof.

10 13.13. ~~13.14.~~ *Effect of Channeling Injunction.* The Channeling Injunction is an integral
11 part of this Plan and is essential to this Plan's consummation and implementation. It is intended
12 that the channeling of the Channeled Claims as provided in Section 13.12 of the Plan shall inure to
13 the benefit of the Released Parties and the Settling Insurers. In any action to enforce the injunctive
14 provisions of Section 13.12 of the Plan against a Holder of a Claim whereby it is held by a Final
15 Order that such Holder willfully violated the terms of Section 13.12 of the Plan, the moving party
16 may seek an award of costs including reasonable attorneys' fees against such Holder, and such
17 other legal or equitable remedies as are just and proper, after notice and a hearing. The Channeling
18 Injunction does not bar claims against any Non-Settling Insurer except to the extent a Non-Settling
19 Insurer becomes a Settling Insurer.

20 13.14. ~~13.15.~~ *Exclusion Regarding Non-Settling Insurers.* **NOTWITHSTANDING**
21 **THE FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS**
22 **ARTICLE XIII (INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS)**
23 **LIMITS THE RIGHTS OF A NON-SETTLING INSURER AS SET FORTH IN, OR**
24 **PRESERVED BY, THE PLAN, INCLUDING (I) ARTICLES VIII AND IX AND (II) THE**
25 **RIGHTS OF ANY INSURER (INCLUDING NON-SETTLING INSURERS) TO ASSERT**
26 **ANY CLAIMS FOR REINSURANCE UNDER REINSURANCE CONTRACTS OR**
27 **CLAIMS UNDER RETROCESSIONAL CONTRACTS AGAINST THE SETTLING**
28 **INSURERS AND OTHER INSURANCE COMPANIES. FURTHERMORE, THE NON-**

1 **SETTLING INSURERS ARE NOT GRANTING (NOR SHALL THEY BE SUBJECT TO)**
2 **ANY THIRD-PARTY RELEASE, INJUNCTION, OR EXCULPATION COVERING ANY**
3 **NON-DEBTOR PERSON OR ENTITY AND THEY SHALL BE DEEMED TO HAVE**
4 **OPTED OUT OF ANY SUCH RELEASE, INJUNCTION, OR EXCULPATION.**

5 **ARTICLE XIV**
6 **MODIFICATION**

7 **14.1. Modification of the Plan.**

8 14.1.1. To the fullest extent permitted under Section 1127 of the Bankruptcy Code,
9 the Plan may be altered, amended or modified by the Debtor (or Reorganized Debtor as appropriate)
10 at any time prior to its substantial consummation.

11 14.1.2. In the event of any modification, alteration or amendment on or before
12 Confirmation, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject
13 this Plan as modified, unless the Court finds that the modification, alteration or amendment
14 materially and adversely affects the rights of parties in interest which have cast said votes.

15 **14.2. Correction of Defects.** Following the Effective Date, the Reorganized Debtor may
16 initiate a proceeding or motion in the Court in order to remedy any defects or omissions, or to
17 reconcile any inconsistencies, in the Plan or the Confirmation Order, upon notice of such
18 proceedings or motion served on all parties listed in the Post-Confirmation Notice List and any
19 other parties who may be materially and adversely affected.

20 **14.3. Savings Clause.** Any minor defect or inconsistency in the Plan may be corrected or
21 amended by the Confirmation Order.

22 **14.4. Remedy of Defects.** After the Effective Date, the Reorganized Debtor may, with
23 approval of the Court, and so long as it does not materially and adversely affect the interests of
24 Holders of Claims, remedy any defect or omission or reconcile any inconsistencies in the Plan or
25 in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect
26 of the Plan and in form and substance satisfactory to the Reorganized Debtor.

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ARTICLE XV
RETENTION OF JURISDICTION

15.1. Scope of the Bankruptcy Court's Retained Jurisdiction. The Bankruptcy Court shall retain and have jurisdiction over the Chapter 11 Case for all purposes provided by the Bankruptcy Code, including for the following purposes:

15.1.1. To hear and determine motions for the assumption or rejection of Executory Contracts or Unexpired Leases, if any are pending on the Effective Date and not otherwise determined by Confirmation, and the allowance of Claims resulting therefrom.

15.1.2. To grant full and complete relief upon the request of the Reorganized Debtor.

15.1.3. To determine any and all objections to the allowance of Claims and to allow, disallow, estimate, liquidate, or determine any Claim, except with respect to Abuse Claims whose Holders select the Litigation Option pursuant to Section 9.8.4 hereof and subject to the terms of Section 5.2.2 and Articles VIII and IX hereof.

15.1.4. To determine any and all applications for compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan which accrued on or prior to the Confirmation Date.

15.1.5. To determine any and all applications, adversary proceedings and contested or litigated matters (a) that may be pending on the Effective Date, except as provided in the Confirmation Order; or (b) which shall be commenced on or after the Effective Date and be properly before the Bankruptcy Court.

15.1.6. To consider any modifications of the Plan, any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code.

15.1.7. To implement the provisions of the Plan and to issue orders in aid of execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code.

15.1.8. To resolve any disputes and otherwise hear such additional matters brought by the Survivors' Trustee or otherwise related to the Survivors' Trust Assets or to the fulfillment of the Survivors' Trustee's duties pursuant to the Plan and the Survivors' Trust Documents.

1 15.1.9. To hear and determine disputes arising in connection with the interpretation,
2 implementation or enforcement of the Plan.

3 15.1.10. To enter a Final Decree and orders reopening the Chapter 11 Case as
4 appropriate after entry of a Final Decree, *provided that* the Bankruptcy Court shall retain
5 jurisdiction to enter an order terminating the Survivors' Trust and discharging the Survivors'
6 Trustee in accordance with the terms of the Survivors' Trust, notwithstanding the issuance of the
7 Final Decree and closing of the Chapter 11 Case and without the necessity of reopening the
8 Chapter 11 Case.

9 15.1.11. To hear any other matter consistent with the Bankruptcy Code.

10 **15.2. Failure of Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court
11 abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction
12 over any matter arising out of the Chapter 11 Case, including matters set forth in this Article XV,
13 such lack of jurisdiction will not diminish, control, prohibit, or limit the exercise of jurisdiction by
14 any other court having competent jurisdiction with respect to such matter.

15 **ARTICLE XVI**
16 **MISCELLANEOUS PROVISIONS**

17 **16.1. Enforcement.** The Reorganized Debtor may take such actions, including the
18 initiation of proceedings or the prosecution of a motion, as may be reasonably necessary in order
19 to interpret or enforce the purposes and intent of the Plan.

20 16.1.1 *Forum for Enforcement.* Subject to the retained jurisdiction of the
21 Bankruptcy Court, any motion or proceeding to enforce the Plan may be brought before the
22 Bankruptcy Court or any other court of competent jurisdiction.

23 16.1.2 *Expenses of Enforcement.* In the event that any action, motion, contested
24 matter, complaint, answer, counterclaim, cross-claim or other action is filed or taken by the
25 Reorganized Debtor either in the Bankruptcy Court or otherwise, in order to enforce or interpret
26 any terms of the Plan or the Confirmation Order, or any order or agreement made in implementation
27 of the Plan, the prevailing party in such matter (as determined by a court of competent jurisdiction)
28 shall be entitled to recover from any opposing party its expenses, including reasonable attorneys'

1 fees and costs, incurred in such matter.

2 **16.2. Exemption from Certain Transfer Taxes and Recording Fees.** Pursuant to
3 Section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the
4 making or delivery of an instrument of transfer under the Plan may not be taxed under any law
5 imposing a stamp tax or similar tax. The taxes from which such transfers are exempt include stamp
6 taxes, recording taxes, sales and use taxes, transfer taxes, and other similar taxes.

7 **16.3. Effectuating Documents.** The Debtor or the Reorganized Debtor, as the case may
8 be, is authorized to execute, deliver, file, or record such contracts, instruments, releases, and other
9 agreements or documents and take such actions as may be necessary or appropriate to implement,
10 effectuate, and further evidence the terms and conditions of the Plan and any notes or interests
11 issued pursuant to the Plan.

12 **16.4. Governing Law.** Unless a rule of law or procedure is supplied by federal law,
13 including the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of California
14 (without reference to its conflict of law rules) will govern the construction and implementation of
15 the Plan and any agreement, documents, and instruments executed in connection with the Plan
16 unless otherwise specifically provided in such agreements, documents, or instruments.

17 **16.5. Integration.** The provisions of this Plan and the Confirmation Order shall supersede
18 any and all prior agreements, documents, understandings, written or otherwise, in respect of any
19 Claim, and the treatment or satisfaction thereof, except as provided in any order of the Court. All
20 such prior agreements, documents or understandings are merged herein, and no Person may
21 thereafter pursue or prosecute any Claim or demand arising out of or pertaining to such superseded
22 agreements, documents or understandings as against the Debtor or Reorganized Debtor.

23 **16.6. Inconsistency.** In the event of any inconsistency between the Plan and any Exhibit
24 to the Plan or any other instrument or document created or executed pursuant to the Plan, including
25 the Survivors' Trust Documents, the Plan shall govern. In the event of any inconsistency between
26 the Plan or any other document and the Confirmation Order, the Confirmation Order shall govern.

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DATED: ~~March 17~~February 20,
~~2025~~2026

THE ROMAN CATHOLIC BISHOP OF OAKLAND

By: /s/ ~~Attila Bardos~~DRAFT
Attila Bardos
Chief Financial Officer

Presented by:
FOLEY & LARDNER LLP
~~Thomas F. Carlucci~~Eileen R. Ridley
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
Mark C. Moore

/s/ Shane J. Moses
Shane J. Moses

*Counsel for the Debtor
and Debtor in Possession*

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Schedule 1.1.21

Legal Description of Cathedral Property Parcel

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LEGAL DESCRIPTION OF LAND - CATHEDRAL

Real property in the City of Oakland, County of Alameda, State of California, described as follows:
Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.
APN: 008 -0653-024

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Schedule ~~1.1.28~~1.1.29

Schedule of Churches

Church Listing

Church Names	City
HOLY SPIRIT/NEWMAN HALL CHURCH	BERKELEY
ST. MARY MAGDALEN CHURCH	BERKELEY
CATHEDRAL OF CHRIST THE LIGHT	OAKLAND
ST. THERESA CHURCH	OAKLAND
ST. PATRICK MISSION	CROCKETT
ST. BARNABAS CHURCH	ALAMEDA
ST. JOSEPH BASILICA	ALAMEDA
ST. AMBROSE CHURCH	BERKELEY
OUR LADY OF GRACE CHURCH	CASTRO VALLEY
TRANSFIGURATION CHURCH	CASTRO VALLEY
ST. RAYMOND PENAFORT CHURCH	DUBLIN
CORPUS CHRISTI CHURCH	FREMONT
HOLY SPIRIT CHURCH	FREMONT
ST. JAMES THE APOSTLE CHURCH	FREMONT
ST. JOSEPH CHURCH	FREMONT
OUR LADY OF GUADALUPE CHURCH	FREMONT
ALL SAINTS CHURCH	HAYWARD
ST. BEDE CHURCH	HAYWARD
ST. CLEMENT CHURCH	HAYWARD
ST. JOACHIM CHURCH	HAYWARD
ST. CHARLES BORROMEIO CHURCH	LIVERMORE
ST. MICHAEL CHURCH	LIVERMORE
ST. EDWARD CHURCH	NEWARK
ST. AUGUSTINE CHURCH	OAKLAND
ST. BENEDICT CHURCH	OAKLAND
ST. BERNARD CHURCH	OAKLAND
ST. ELIZABETH CHURCH	OAKLAND
ST. LEO THE GREAT CHURCH	OAKLAND
OUR LADY OF LOURDES CHURCH	OAKLAND
ST. MARGARET MARY CHURCH	OAKLAND
ST. PATRICK CHURCH	OAKLAND
SACRED HEART CHURCH	OAKLAND
CORPUS CHRISTI CHURCH	PIEDMONT
CATHOLIC COMMUNITY of PLEASANTON	PLEASANTON
CHURCH OF THE ASSUMPTION	SAN LEANDRO
OUR LADY OF GOOD COUNSEL	SAN LEANDRO
ST. FELICITAS CHURCH	SAN LEANDRO
ST. LEANDER CHURCH	SAN LEANDRO
ST. JOHN THE BAPTIST CHURCH	SAN LORENZO
OUR LADY OF THE ROSARY CHURCH	UNION CITY
ST. ANNE CHURCH	UNION CITY
ST. IGNATIUS OF ANTIOCH CHURCH	ANTIOCH
IMMACULATE HEART of MARY CHURCH	BRENTWOOD
ST. AGNES CHURCH	CONCORD
ST. BONAVENTURE CHURCH	CONCORD

Church Listing

	Church Names	City
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3	ST. FRANCIS OF ASSISI CHURCH	CONCORD
4	QUEEN OF ALL SAINTS CHURCH	CONCORD
5	ST. ROSE OF LIMA CHURCH	CROCKETT
6	ST. ISIDORE CHURCH	DANVILLE
7	ST. JEROME CHURCH	EL CERRITO
8	ST. JOHN THE BAPTIST CHURCH	EL CERRITO
9	ST. CALLISTUS CHURCH	EL SOBRANTE
10	ST. PERPETUA CHURCH	LAFAYETTE
11	ST. CATHERINE OF SIENA CHURCH	MARTINEZ
12	ST. MONICA CHURCH	MORAGA
13	ST. ANTHONY CHURCH	OAKLEY
14	SANTA MARIA CHURCH	ORINDA
15	ST. JOSEPH CHURCH	PINOLE
16	CHURCH OF THE GOOD SHEPHERD	PITTSBURG
17	OUR LADY QUEEN OF THE WORLD	BAY POINT
18	ST. PETER MARTYR CHURCH	PITTSBURG
19	CHRIST THE KING CHURCH/ST. STEPHEN CHURCH	PLEASANT HILL/WALNUT CREEK
20	OUR LADY OF MERCY CHURCH	POINT RICHMOND
21	ST. CORNELIUS CHURCH	RICHMOND
22	ST. DAVID OF WALES CHURCH	RICHMOND
23	ST. PATRICK CHURCH	RODEO
24	ST. JOAN OF ARC CHURCH	SAN RAMON
25	ST. ANNE CHURCH	WALNUT CREEK
26	ST. JOHN VIANNEY CHURCH	WALNUT CREEK
27	ST. MARY CHURCH	WALNUT CREEK
28	DIVINE MERCY CHURCH	OAKLAND DIVIMERCC
29	ST. MARK CHURCH	RICHMOND
30	ST. ANTHONY	MARY HELP OF CHRISTIANS
31	ST. COLUMBA CHURCH	OAKLAND
32	ST. JARLATH CHURCH	OAKLAND
33	ST. LOUIS BERTRAND	OAKLAND
34	MOST HOLY ROSARY CHURCH	ANTIOCH
35	ST. JOSEPH THE WORKER CHURCH	BERKELEY
36	ST. ANNE CHURCH	BYRON
37	ST. PAUL CHURCH	SAN PABLO
38	ST. PHILIP NERI	ST. ALBERT THE GREAT CHURCH ALAMEDA
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Schedule 1.1.77

Legal Description of Livermore Property

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Beginning at the Northwest corner of Plot F of the Rancho Las Positas, running thence North 89° 49' East, 24.65 chains; thence South 74° 15' East, 16.10 chains; thence South 68° 55' East 12.90 chains; thence South 38° 14' East, 13.84 chains; thence South 83° 7' West, 21.76 chains; thence South 4° 40' West 8.18 chains; thence North 57° 04' West, 7.68 chains; thence North 65° 44' West, 5.885 chains; thence South 83° 18' West, 25.80 chains; thence North 2° 11' West, 27.02 chains to the point of beginning. Containing 122.66 acres and being a portion of Plot F of the Rancho Las Positas.

EXCEPTING THEREFROM, that portion conveyed to the State of California in the Grant Deed recorded September 30, 1952, Book 6837, Page 111, Official Records.

APN: 902-0008-001

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 2/20/2026 3:02:27 PM	
Style name: Color	
Intelligent Table Comparison: Active	
Original DMS: nd://4914-8017-5142/4/RCBO - Debtor's Third Amended Plan of Reorganization.docx	
Modified DMS: nd://4910-7224-2319/4/RCBO - Debtor's Fourth Amended Plan of Reorganization.docx	
Changes:	
<u>Add</u>	558
Delete	471
Move From	17
<u>Move To</u>	17
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1063