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

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

Judge: Hon. William J. Lafferty

**NOTICE OF ERRATA RE NOTICE
OF FILING OF (I) OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS' FIRST PLAN OF
REORGANIZATION, DATED APRIL
15, 2026; (II) SECOND AMENDED
DISCLOSURE STATEMENT FOR
THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS' FIRST
AMENDED PLAN OF
REORGANIZATION, DATED APRIL
15, 2026; AND (III) AMENDED
CHILD PROTECTION PROTOCOLS
FOR THE ROMAN CATHOLIC
BISHOP OF OAKLAND**

[No Hearing Requested]

[Re: Dkt. Nos. 2832, 2833, 2834]

1 **PLEASE TAKE NOTICE THAT** on April 15, 2026, the Official Committee of
2 Unsecured Creditors filed the following:

3 1. The *Official Committee of Unsecured Creditors' First Amended Chapter 11 Plan*
4 *of Reorganization, Dated April 15, 2026* [Dkt. No. 2832] (the “**Committee’s Amended Plan**”);

5 2. The *Second Amended Disclosure Statement for the Official Committee of*
6 *Unsecured Creditors' First Amended Plan of Reorganization, Dated April 15, 2026* [Dkt.
7 No. 2833] (the “**Committee’s Amended Disclosure Statement**”); and

8 3. The *Notice of Filing of (I) Official Committee of Unsecured Creditors' First Plan*
9 *of Reorganization, Dated April 15, 2026; (II) Second Amended Disclosure Statement for the*
10 *Official Committee of Unsecured Creditors' First Amended Plan of Reorganization, Dated April*
11 *15, 2026; and (III) Amended Child Protection Protocols for the Roman Catholic Bishop of*
12 *Oakland* [Dkt. No. 2834] (the “**Notice**”).

13 **PLEASE TAKE FURTHER NOTICE** that the Amended Child Protection Protocols of
14 the Roman Catholic Bishop of Oakland, California (the “**CPP**”) attached as Schedule 1.1.31 to the
15 Committee’s Amended Plan and Exhibit E to the Notice were incorrect.

16 **PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit 1** is corrected
17 version of the CPP.

18 **PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit 2** is a redline
19 comparing the CPP to the Child Protection Protocols for the Roman Catholic Bishop of Oakland,
20 California appended to the *Official Committee of Unsecured Creditors' Plan of Reorganization,*
21 *Dated March 27, 2026* filed on March 27, 2026 [Dkt. No. 2760].

22 **PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit 3** is a redline of
23 the Committee’s Amended Disclosure Statement to the *First Amended Disclosure Statement for*
24 *the Official Committee of Unsecured Creditors' Plan of Reorganization, Dated March 27, 2026*
25 filed on April 9, 2026 [Dkt. No. 2812].

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1 **PLEASE TAKE FURTHER NOTICE** that copies of the pleadings and other documents
2 identified herein can be viewed and/or obtained (i) by accessing the Court's website at
3 <http://www.canb.uscourts.gov>, (ii) by contacting the Office of the Clerk of the Court at 450 Golden
4 Gate Avenue, San Francisco, CA 94102, or (iii) from the Debtor's notice and claims agent, KCC
5 LLC at <https://www.kccllc.net/rcbo> or by calling (888) 733-1425 (toll free) for U.S. and Canada-
6 based parties; or (310) 751-2631 for international parties or by e-mail at:
7 <https://www.kccllc.net/RCBO/inquiry>. Note that a PACER password is needed to access
8 documents on the Bankruptcy Court's website

9
10 Dated: April 15, 2026

**LOWENSTEIN SANDLER LLP
BURNS BAIR LLP
KELLER BENVENUTTI KIM LLP**

By: /s/ Gabrielle L. Albert
Gabrielle L. Albert

*Counsel for the Official Committee of
Unsecured Creditors*

EXHIBIT 1

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

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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 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 Child Protection 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 Child Protection Protocols are designed to effectuate and honor these pledges within the Diocese of Oakland. To that end, the Child Protection 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) protect the faithful, including the most vulnerable—children—through the establishment and preservation of a safe environment for all; and (iv) educate, and direct the Bishop and the Diocese of Oakland on changes needing to be made to try to prevent the horrors of childhood sexual abuse from happening again. While we cannot change the sinful and heinous acts of the past, through rigorous adherence to these Child Protection 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.

As part of any plan of reorganization, the Committee insists that (i) the Bishop disclose the full, unadulterated truth about the tragedies suffered by children in the care of the Diocese in accordance with these Child Protection Protocols, (ii) the Bishop, on behalf of the Diocesan Entities, apologize for his failings and acknowledge that his prior promises to ensure a safe environment for all of their members have not been administered as pledged and (iii) the Bishop agree to promptly, adequately and compassionately make meaningful and impactful changes to make certain the tragedies of the past never happen again.

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 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, or, if the Compliance Monitor’s term has ended, agreed to by the Bishop and the Compliance Advisory Board.

“**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 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* currently found at www.usccb.org/resources/Charter-for-the-Protection-of-Children-and-Young-People-2018-final%281%29.pdf 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. After the Compliance Monitor’s term ends, the Independent Professional Investigator shall be selected by the Compliance Advisory Board.

“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 and have the powers set forth herein.

“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, received the 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 agreed upon by the Bishop and the Compliance Monitor, or, if the Compliance Monitor’s term has ended, agreed to by the Bishop and the Compliance Advisory Board.

“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 of, or Volunteer at, any of the Diocesan Entities. Any subsequent Survivor Support Coordinator shall be agreed upon by the Bishop and the Compliance Monitor, or, if the Compliance Monitor’s term has ended, agreed to by the Bishop and the Compliance Advisory Board.

“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.

“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. The names of each member of the Minor Diocesan Review Board shall not be confidential as to the Compliance Monitor or the Compliance Advisory Board.

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 a total of nine persons, comprised of eight 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 who is not a parishioner of the Diocese; (ii) a lay minister; (iii) an educator who is not a parishioner of the Diocese; (iv) a parent of a student attending any school operated by a Diocesan Entity; (v) a member of law enforcement who is not a parishioner of the Diocese; (vi) three Survivors and (vii) a pastor currently serving in ministry in the Diocese.

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 When a Survivor no longer sits on the Minor Diocesan Review Board after the Compliance Monitor's term ends, the Minor Diocesan Review Board 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

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 communications set forth in Section 5 of 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 By a date no earlier than the eighth anniversary of the appointment of the Compliance Monitor but no later than the ninth 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 Compliance Advisory Board 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. 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.

1.6.4 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.

1.6.5 Along with the Compliance Monitor's Status Report, the Compliance Monitor will draft revisions to the Child Protection Policies which contemplate that a compliance monitor will no longer be employed by the Bishop. To that end, the revised Child Protection Policies shall delegate the duties and powers vested in the Compliance Monitor in these Child Protection Protocols to the Compliance Advisory Board; *provided, however*, all decisions under Section 7 of these Child Protection Protocols, including, but not limited to, managing the processes for handling Accusations of Sexual Abuse by Clergy and Diocesan Personnel and determining whether an Accusation is a Substantiated Claim under Section 7.1.4 of these Child Protection Protocols, shall not become final until the Arbitrator determines that the Independent Professional Investigator completed a fair, fulsome and non-prejudicial investigation and the Bishop's determination regarding whether an Accusation is a Substantiated Claim under Section 7.1.4 of these Child Protection Protocols was not clearly erroneous.

1.6.6 If, for any reason, a new Bishop assumes the role of Bishop of the Diocese during the Compliance Monitor's term such that the time period during which the new Bishop and the Compliance Monitor overlap is less than two years, then, notwithstanding anything herein to the contrary, the Compliance Monitor's term shall be extended so that the new Bishop and the Compliance Monitor work with one another for no less than two years on the same terms and conditions as set forth herein.

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.

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; *provided, however*, if the Compliance Monitor's term has ended, such decisions shall be vested jointly with the Bishop and the Compliance Advisory Board.

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.

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, 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 inquires 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.

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.

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, the Minor Diocesan Review Board and the Compliance Advisory Board with the written Annual Compliance Audit no less than 30 days after it is received; *provided, however*, that the Annual Compliance Audit may be redacted before being provided to the Compliance Advisory Board if the Compliance Monitor determines that such redactions are needed to protect confidential information.

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 USCCB 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

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

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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 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 Child Protection 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 Child Protection Protocols are designed to effectuate and honor these pledges within the Diocese of Oakland. To that end, the Child Protection 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) protect the faithful, including the most vulnerable—children—through the establishment and preservation of a safe environment for all; and (iv) educate, and direct the Bishop and the Diocese of Oakland on changes needing to be made to try to prevent the horrors of childhood sexual abuse from happening again. While we cannot change the sinful and heinous acts of the past, through rigorous adherence to these Child Protection 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.

As part of any plan of reorganization, the Committee insists that (i) the Bishop disclose the full, unadulterated truth about the tragedies suffered by children in the care of the Diocese in accordance with these Child Protection Protocols, (ii) the Bishop, on behalf of the Diocesan Entities, apologize for his failings and acknowledge that his prior promises to ensure a safe environment for all of their members have not been administered as pledged and (iii) the Bishop agree to promptly, adequately and compassionately make meaningful and impactful changes to make certain the tragedies of the past never happen again.

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 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, or, if the Compliance Monitor’s term has ended, agreed to by the Bishop and the Compliance Advisory Board.

“**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 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* currently found at www.usccb.org/resources/Charter-for-the-Protection-of-Children-and-Young-People-2018-final%281%29.pdf 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. After the Compliance Monitor’s term ends, the Independent Professional Investigator shall be selected by the Compliance Advisory Board.

“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 and have the powers set forth herein.

“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, received the 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 agreed upon by the Bishop and the Compliance Monitor, or, if the Compliance Monitor’s term has ended, agreed to by the Bishop and the Compliance Advisory Board.

“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 of, or Volunteer at, any of the Diocesan Entities. Any subsequent Survivor Support Coordinator shall be agreed upon by the Bishop and the Compliance Monitor, or, if the Compliance Monitor’s term has ended, agreed to by the Bishop and the Compliance Advisory Board.

“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.

“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. The names of each member of the Minor Diocesan Review Board shall not be confidential as to the Compliance Monitor or the Compliance Advisory Board.

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 ~~ninea total~~ of nine persons, comprised of eight 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 who is not a parishioner of the Diocese; (ii) a lay minister; (iii) an educator who is not a parishioner of the Diocese; (iv) a parent of a student attending any school operated by a Diocesan Entity; (v) a member of law enforcement who is ~~non-Catholic~~ not a parishioner of the Diocese; (vi) three Survivors; and (vii) a pastor currently serving in ministry in the Diocese. ~~At least two 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~~ When a Survivor(s) to replace any Survivor(s) who will no longer ~~sits~~ sits on the Minor Diocesan Review Board. ~~after the Compliance Monitor's term ends, the Minor Diocesan Review Board 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

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 communications set forth in Section 5 of 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 By a date no earlier than the eighth anniversary of the appointment of the Compliance Monitor but no later than the ninth 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 Compliance Advisory Board 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. 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.

1.6.4 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.

1.6.5 Along with the Compliance Monitor's Status Report, the Compliance Monitor will draft revisions to the Child Protection Policies which contemplate that a compliance monitor will no longer be employed by the Bishop. To that end, the revised Child Protection Policies shall delegate the duties and powers vested in the Compliance Monitor in these Child Protection Protocols to the Compliance Advisory Board; *provided, however*, all decisions under Section 7 of these Child Protection Protocols, including, but not limited to, managing the processes for handling Accusations of Sexual Abuse by Clergy and Diocesan Personnel and determining whether an Accusation is a Substantiated Claim under Section 7.1.4 of these Child Protection Protocols, shall not become final until the Arbitrator determines that the Independent Professional Investigator completed a fair, fulsome and non-prejudicial investigation and the Bishop's determination regarding whether an Accusation is a Substantiated Claim under Section 7.1.4 of these Child Protection Protocols was not clearly erroneous.

1.6.6 If, for any reason, a new Bishop assumes the role of Bishop of the Diocese during the Compliance Monitor's term such that the time period during which the new Bishop and the Compliance Monitor overlap is less than two years, then, notwithstanding anything herein to the contrary, the Compliance Monitor's term shall be extended so that the new Bishop and the Compliance Monitor work with one another for no less than two years on the same terms and conditions as set forth herein.

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.

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; *provided, however*, if the Compliance Monitor's term has ended, such decisions shall be vested jointly with the Bishop and the Compliance Advisory Board.

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.

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, 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.

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.

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, the Minor Diocesan Review Board and the Compliance Advisory Board with the written Annual Compliance Audit no less than 30 days after it is received; *provided, however*, that the Annual Compliance Audit may be redacted before being provided to the Compliance Advisory Board if the Compliance Monitor determines that such redactions are needed to protect confidential information.

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 USCCB 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 3

1 **LOWENSTEIN SANDLER LLP**
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*Special Insurance Counsel for Official
Committee of Unsecured Creditors*

11 *Attorneys for Official Committee of*
12 *Unsecured Creditors*

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

15 *In re:*
16 THE ROMAN CATHOLIC BISHOP OF
17 OAKLAND, a California corporation sole,
18 Debtor.

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

19 **~~FIRST~~SECOND AMENDED DISCLOSURE STATEMENT**
20 **FOR**
21 **THE OFFICIAL COMMITTEE OF UNSECURED**
CREDITORS' FIRST AMENDED PLAN OF REORGANIZATION,
22 **DATED ~~MARCH 27~~APRIL 15, 2026**
23
24
25
26
27
28

1 April [●], 2026

2
3 **FROM THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF THE ROMAN CATHOLIC BISHOP OF OAKLAND**

4 **THE COMMITTEE RECOMMENDS THAT HOLDERS OF SEXUAL ABUSE
5 CLAIMS VOTE TO:**

6 **ACCEPT (VOTE FOR) THE COMMITTEE PLAN**

7 **REJECT (VOTE AGAINST) THE DIOCESE PLAN**

8 The Official Committee of Unsecured Creditors (the “**Committee**”) in the chapter
9 11 bankruptcy case of the Roman Catholic Bishop of Oakland (the “**Diocese**” or the
10 “**Debtor**”) consists of nine survivors of sexual abuse (“**Survivors**”) who are entrusted with
representing the interests of all Survivors.

11 The Committee and the Diocese have each filed a Plan of Reorganization (the
12 “**Committee Plan**” and the “**Diocese Plan**”) which propose to compensate Survivors for the
13 horrendous pain and trauma they have suffered at the hands of the Diocese. All Survivors
in this bankruptcy case have the opportunity to vote on whether the Committee Plan or the
Diocese Plan should be approved by the Bankruptcy Court. *The Committee strongly
recommends that you:*

- 14
- 15 • *Vote to ACCEPT the Committee Plan;*
 - 16 • *Vote to REJECT the Diocese Plan; and*
 - 17 • *NOT CONSENT to granting the Roman Catholic Welfare Corporation of
Oakland (“RCWC”) a release under the Diocese Plan.*

18 The Committee Plan proposes that the Diocese pay \$195.2 million to a Survivors’
19 Trust for the benefit of Survivors in three installments, with ~~at the~~ final installment due no
20 later than September 2029 (assuming the Committee Plan becomes effective before that
21 date) ~~and offers a release of all claims against RCWC if it agrees to pay \$118.9 million to
the Survivors’ Trust over the same period. If RCWC exercises its option, the total
22 consideration to the Survivors’ Trust from the Debtor and RCWC under the Committee Plan
would be \$314.1 million. But as of the date of this letter, RCWC has explicitly and
23 unequivocally rejected the Committee Plan and stated it will not contribute any funds or
consideration to the Committee Plan under any circumstances, which, at present, cannot be
24 assured). The Committee Plan also provides that Survivors that have claims against RCWC
will retain all of their rights to sue RCWC in state court unless RCWC opts to participate in
the Committee Plan.¹~~

25

26 ¹ Through the Committee Plan, the Committee offers RCWC an option to pay \$118.9 million to the Survivors’
27 Trust in 2 installments in consideration for releases of Abuse Claims asserted against it. If RCWC exercises
28 its option, the total consideration to the Survivors’ Trust from the Debtor and RCWC under the Committee
Plan would be \$314.1 million. But as of the date of hereof, RCWC has explicitly and unequivocally rejected
the Committee Plan and stated it will not contribute any funds or consideration to the Committee Plan under
any circumstances.

1 In contrast, the Diocese Plan proposes that the Diocese pay just \$150 million to the
2 Survivors' Trust on a timetable that cannot be determined at this time, but is likely to extend
3 into late 2030 and beyond, and provides a mechanism through which RCWC may receive a
4 release of all Abuse Claims filed against it by paying just \$30 million. The problem with
5 the Diocese Plan is that the settlement amount contributed from both the Diocese and RCWC
6 for payment to Survivors is far too low. The Committee believes the Diocese and RCWC
7 have millions of dollars of assets from which to compensate Survivors and can do so in far
8 less time than is proposed in the Diocese Plan.

9 There are risks associated with confirmation and implementation of both the
10 Committee Plan and the Diocese Plan. The Bankruptcy Court has observed that the
11 Committee Plan may be more challenging to consummate than the Diocese Plan, assuming
12 both plans were approved by a Final Order. Abuse Claimants should consider this risk when
13 casting a ballot on the Committee Plan and the Diocese Plan. Please see Article VI below
14 for a discussion of the various risk factors.

15 Many of you were harmed by some of the most notorious perpetrators in the Church.
16 The Diocese Plan does not begin to fairly compensate Survivors for the years of negligence
17 and the harm the Diocese failed to stop. Accordingly, the Committee filed the Committee
18 Plan which, if it becomes effective: (i) provides for the Diocese to pay \$195.2 million to
19 Survivors over a shorter period of time than the Diocese Plan; (ii) ~~gives RCWC the option~~
20 ~~to pay \$118.9 million for a release~~ allows Survivors to continue prosecuting their state law
21 causes of Abuse Claims filed ~~action~~ against RCWC; (iii) permits Survivors to ~~pursue~~
22 ~~the~~ Debtor's insurers ~~Debtor in state court~~ to compel them to pay what they owe; recover against
23 available insurance coverage and (iv) requires long-term, meaningful changes to the way the
24 Diocese protects its children now and in the future.

25 The Committee believes:

- 26 • The Debtor and RCWC have the resources available to pay more to Abuse
27 Claimants than they propose in the Diocese Plan.
- 28 • The Committee Plan will provide Abuse Claimants with a greater monetary
recovery than the Diocese Plan.
- The Committee Plan's mandate that the Diocese change the way it operates—
so that the horrific harm the Diocese caused never happens again—is vital to
a successful resolution of this case.

1 **IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT**

2 THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF THE ROMAN
3 CATHOLIC BISHOP OF OAKLAND, A CALIFORNIA CORPORATION SOLE, SEEKS
4 CONFIRMATION OF *THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' FIRST*
5 *AMENDED PLAN OF REORGANIZATION, DATED MARCH 27/APRIL 15, 2026*. A COPY OF
6 THE COMMITTEE PLAN IS ATTACHED TO THIS DISCLOSURE STATEMENT AS
7 **EXHIBIT A.**²

8 THIS DISCLOSURE STATEMENT, THE COMMITTEE PLAN, THE PLAN
9 DOCUMENTS, THE ACCOMPANYING BALLOT AND RELATED MATERIALS ARE
10 BEING FURNISHED BY THE COMMITTEE, AS THE PLAN PROPONENT, UNDER
11 SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE AND RULE 3016 OF THE
12 FEDERAL RULES OF BANKRUPTCY PROCEDURE, IN CONNECTION WITH THE
13 COMMITTEE'S SOLICITATION OF VOTES TO ACCEPT THE COMMITTEE PLAN. THIS
14 DISCLOSURE STATEMENT IS DESIGNED TO PROVIDE ADEQUATE INFORMATION
15 TO ENABLE HOLDERS OF IMPAIRED CLAIMS AGAINST THE DEBTOR (THAT ARE
16 ENTITLED TO VOTE AS DESCRIBED HEREIN) TO MAKE AN INFORMED DECISION
17 ON WHETHER TO ACCEPT OR REJECT THE COMMITTEE PLAN.

18 THE SUMMARY OF THE COMMITTEE PLAN AND STATEMENTS MADE IN
19 THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY
20 REFERENCE TO THE COMMITTEE PLAN.

21 HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE COMMITTEE PLAN
22 SHOULD NOT RELY ON ANY REPRESENTATIONS OR INDUCEMENTS MADE TO
23 SECURE ACCEPTANCE OF THE COMMITTEE PLAN, OTHER THAN THOSE SET
24 FORTH IN THIS DISCLOSURE STATEMENT. NO PERSON MAY GIVE ANY
25 INFORMATION ON BEHALF OF THE COMMITTEE REGARDING THE COMMITTEE
26 PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE COMMITTEE PLAN, OTHER
27 THAN THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, EXCEPT
28 FOR THE DEBTOR, WHICH FILED THE *DEBTOR'S MODIFIED FOURTH AMENDED
PLAN OF REORGANIZATION* [DKT. NO. 2758] ON MARCH 29, 2026, FOR WHICH IT WILL
BE SOLICITING VOTES. ALL OTHER STATEMENTS REGARDING THE COMMITTEE
PLAN, WHETHER WRITTEN OR ORAL, ARE UNAUTHORIZED.

IF THERE IS ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN
THIS DISCLOSURE STATEMENT AND THE COMMITTEE PLAN OR ANY OTHER
APPLICABLE DOCUMENT, THE COMMITTEE PLAN OR SUCH OTHER APPLICABLE
DOCUMENT SHALL GOVERN.

IF THE COMMITTEE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT
AND THE COMMITTEE PLAN BECOMES EFFECTIVE (THE "**EFFECTIVE DATE**"), ALL
HOLDERS OF CLAIMS AGAINST THE DEBTOR (INCLUDING, WITHOUT LIMITATION,

² CAPITALIZED TERMS NOT DEFINED HEREIN HAVE THE MEANING ASCRIBED TO THEM IN
THE COMMITTEE PLAN.

1 THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR
2 REJECT THE COMMITTEE PLAN OR WHO ARE NOT ENTITLED TO VOTE ON THE
3 COMMITTEE PLAN, EXCEPT AS OTHERWISE PROVIDED IN THE COMMITTEE PLAN)
4 WILL BE BOUND BY THE TERMS OF THE COMMITTEE PLAN AND THE
5 TRANSACTIONS DESCRIBED IN THE COMMITTEE PLAN.

6 THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL
7 INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR IN ANY
8 EXHIBIT, EXCEPT AS EXPRESSLY INDICATED IN THIS DISCLOSURE STATEMENT
9 OR IN ANY EXHIBIT. THIS DISCLOSURE STATEMENT WAS COMPILED FROM
10 INFORMATION OBTAINED BY THE COMMITTEE FROM THE DEBTOR AS OF THE
11 DATE HEREOF. THE COMMITTEE'S PROFESSIONALS HAVE NOT INDEPENDENTLY
12 VERIFIED THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND
13 ARE NOT RESPONSIBLE FOR ANY INACCURACIES THAT MAY BE CONTAINED IN
14 THIS DISCLOSURE STATEMENT OR THE COMMITTEE PLAN. THE COMMITTEE HAS
15 NOT YET COMPLETED DISCOVERY IN CONNECTION WITH THE DIOCESE PLAN.
16 THE INFORMATION THE COMMITTEE RECEIVES MAY IMPACT THE PROJECTIONS
17 SET FORTH HEREIN AND CERTAIN OTHER ASSUMPTIONS MADE HEREIN. THE
18 STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF
19 THE DATE HEREOF, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL
20 NOT CREATE ANY IMPLICATION THAT THE INFORMATION IS CORRECT AT ANY
21 TIME SUBSEQUENT TO THIS DATE. THE COMMITTEE UNDERTAKES NO DUTY TO
22 UPDATE THE INFORMATION SET FORTH OR REFERENCED HEREIN. SUBSEQUENT
23 TO THE DATE HEREOF, THERE CAN BE NO ASSURANCE THAT: (I) THE
24 INFORMATION AND REPRESENTATIONS CONTAINED HEREIN REMAIN
25 MATERIALLY ACCURATE OR (II) THIS DISCLOSURE STATEMENT CONTAINS ALL
26 MATERIAL INFORMATION. NOTWITHSTANDING THE FOREGOING, THE
27 STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ASSUME THAT THE
28 DEBTOR WILL OBTAIN POSTPETITION FINANCING IN THE AMOUNT AND AT THE
TIME THE DEBTOR HAS STATED BEFORE THE BANKRUPTCY COURT. IF THE LOAN
IS NOT OBTAINED, OR IS OBTAINED IN AN AMOUNT LESS THAN THE DEBTOR HAS
PROJECTED, THE PROJECTIONS SET FORTH HEREIN MAY NOT BE ACCURATE.

PERSONS OR ENTITIES HOLDING OR TRADING IN OR OTHERWISE
PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST THE DEBTOR
SHOULD EVALUATE THIS DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSE
FOR WHICH IT WAS PREPARED, AND SHOULD BE AWARE THAT ACTUAL
DISTRIBUTIONS MAY VARY FROM THE ESTIMATES CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON FOR ANY
PURPOSE OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR
REJECT THE COMMITTEE PLAN, AND NOTHING STATED IN THIS DISCLOSURE
STATEMENT CONSTITUTES AN ADMISSION OF ANY FACT OR LIABILITY BY ANY
PERSON OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE COMMITTEE,
THE DEBTOR OR ANY OTHER PERSON, OR BE DEEMED CONCLUSIVE EVIDENCE OF
THE TAX OR OTHER LEGAL EFFECTS OF THE COMMITTEE PLAN ON THE DEBTOR,
THE COMMITTEE, ANY RELEASED PARTY OR HOLDERS OF CLAIMS.

1 THIS DISCLOSURE STATEMENT IS FORWARD-LOOKING. FORWARD-
2 LOOKING STATEMENTS ARE STATEMENTS OF EXPECTATIONS, BELIEFS, PLANS,
3 OBJECTIVES, ASSUMPTIONS, PROJECTIONS, AND FUTURE EVENTS OF
4 PERFORMANCE. AMONG OTHER THINGS, THIS DISCLOSURE STATEMENT
5 CONTAINS FORWARD-LOOKING STATEMENTS WITH RESPECT TO ANTICIPATED
6 FUTURE PERFORMANCE OF THE DEBTOR AND A SURVIVORS' TRUST TO BE
7 CREATED FOR THE BENEFIT OF HOLDERS OF ABUSE CLAIMS, AS WELL AS
8 ANTICIPATED FUTURE DETERMINATIONS OF CLAIMS AND DISTRIBUTIONS ON
9 CLAIMS. THESE STATEMENTS, ESTIMATES, AND PROJECTIONS MAY OR MAY NOT
10 PROVE TO BE CORRECT. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM
11 THOSE REFLECTED IN THESE FORWARD-LOOKING STATEMENTS DUE TO A WIDE
12 VARIETY OF SIGNIFICANT BUSINESS, LEGAL, AND ECONOMIC RISKS, INCLUDING,
13 AMONG OTHERS, THOSE DESCRIBED IN THIS DISCLOSURE STATEMENT. THE
14 COMMITTEE UNDERTAKES NO OBLIGATION TO UPDATE ANY FORWARD-
15 LOOKING STATEMENT. NEW FACTORS EMERGE FROM TIME TO TIME AND IT IS
16 IMPOSSIBLE TO PREDICT ALL FACTORS, NOR CAN THE IMPACT OF ALL FACTORS
17 BE ASSESSED.

18 HOLDERS OF CLAIMS SHOULD NOT CONSTRUE THE CONTENTS OF THIS
19 DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR
20 TAX ADVICE. EACH HOLDER OF A CLAIM SHOULD CONSULT WITH THEIR OWN
21 LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS WITH RESPECT TO ANY
22 MATTERS CONCERNING THIS DISCLOSURE STATEMENT, THE SOLICITATION OF
23 VOTES TO ACCEPT THE COMMITTEE PLAN, THE COMMITTEE PLAN AND THE
24 TRANSACTIONS CONTEMPLATED BY THE COMMITTEE PLAN.

25 [THIS DISCLOSURE STATEMENT HAS BEEN APPROVED BY ORDER OF THE
26 BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION OF A KIND AND
27 IN SUFFICIENT DETAIL TO ENABLE HOLDERS OF CLAIMS TO MAKE AN INFORMED
28 JUDGMENT WITH RESPECT TO VOTING TO ACCEPT OR REJECT THE COMMITTEE
PLAN].³ HOWEVER, THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE
STATEMENT IS NOT A RECOMMENDATION OR DETERMINATION BY THE
BANKRUPTCY COURT AS TO THE MERITS OF THE COMMITTEE PLAN. EACH
HOLDER OF A CLAIM ENTITLED TO VOTE TO ACCEPT OR REJECT THE COMMITTEE
PLAN SHOULD READ THIS DISCLOSURE STATEMENT AND THE COMMITTEE PLAN
(INCLUDING ALL EXHIBITS AND SCHEDULES TO THE COMMITTEE PLAN AND
DISCLOSURE STATEMENT) IN THEIR ENTIRETY BEFORE VOTING.³

ALL DOCUMENTS FILED WITH THE BANKRUPTCY COURT, INCLUDING THE
COMMITTEE PLAN AND DISCLOSURE STATEMENT, ARE AVAILABLE AT
[HTTPS://VERITAGLOBAL.NET/RCBO](https://veritaglobal.net/rcbo) FREE OF CHARGE.

³ Brackets to be removed if the Bankruptcy Court approves this Disclosure Statement.

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~~THE COMMITTEE RECOMMENDS THAT HOLDERS OF ABUSE CLAIMS VOTE TO ACCEPT THE COMMITTEE PLAN AND REJECT THE DIOCESE PLAN BECAUSE, AMONG OTHER THINGS, THE COMMITTEE PLAN PROVIDES AN ADDITIONAL \$44.2 MILLION TO ABUSE CLAIMANTS AND ACHIEVES OTHER IMPORTANT GOALS SET OUT BY ABUSE CLAIMANTS.~~

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1 In an attempt to protect itself from a deluge of claims arising out of sexual abuse
2 committed by members of its clergy ("**Abuse Claims**"), the Roman Catholic Bishop of Oakland,
3 a California corporation sole, filed for bankruptcy protection under chapter 11 of title 11 of the
4 United States Code on May 8, 2023. The Debtor has remained in possession of its assets and has
5 continued to manage its affairs. On May 23, 2023, the Office of the United States Trustee
6 appointed the Committee, which consists of nine survivors of sexual abuse who filed Abuse
7 Claims against the Diocese to represent other similarly-situated survivors of clergy sexual abuse
8 ("**Abuse Claimants**" or "**Survivors**"). More than 375 Abuse Claimants have filed Abuse Claims
9 in the Debtor's bankruptcy case.

10 The Debtor filed the Diocese Plan on March 29, 2026. For the reasons ~~described~~explained
11 below, the Committee does not support the treatment of Abuse Claims proposed by the Debtor
12 under the Diocese Plan. The problem with the Diocese Plan is that, among other things, the
13 settlement amount being paid to Abuse Claimants is far too low. The Diocese proposes to pay
14 over 375 Abuse Claimants just \$150 million on a timetable that cannot be determined at this time,
15 but is likely to extend into late 2030 and beyond. because the Committee and/ or Non Settling
16 Insurers will likely appeal any order confirming the Diocese Plan. And non-debtor affiliate, the
17 Roman Catholic Welfare Corporation ("RCWC,"), proposes to pay just \$30 million in
18 consideration for the ability to receive releases of Abuse Claims asserted against it. But the
19 Committee ~~values those claims as~~believes Survivors are entitled to receive multiples of that
20 amount.

21 The Committee thus filed the Committee Plan so that, among other things and assuming
22 it becomes effective:

23 (i) ~~_____~~ The Debtor must pay **\$195.2 million** in ~~installments with future payments due by~~
24 ~~measuring the year 1, 2, 3 and 3.5 anniversary payments from March 6, 2026;~~

25 (ii)(i) ~~_____~~ RCWC, if it chooses, can elect to pay **\$118.9 million** in ~~2~~three installments with
26 the last payment due no later than ~~March 5, 2028~~September 2029 (assuming the
27 ~~Committee Plan has become~~goes effective ~~by before~~ that date) ~~in consideration for~~
28 ~~releases of claims against it, which, at present, cannot be assured);~~

29 (ii) ~~_____~~ Survivors holding claims against RCWC may continue to prosecute their claims
30 against RCWC in state court unless RCWC opts to participate in the Committee
31 Plan;⁴

32 (iii) Abuse Claimants can elect to litigate against the ~~Debtor's~~Debtor and its insurers;
33 ~~_____~~ which are contractually obligated to pay certain Abuse Claims, ~~in order~~ ~~_____~~ to
34 receive a recovery from the Debtor's valuable insurance policies; and

35 ⁴ Through the Committee Plan, the Committee offers RCWC an option to pay \$118.9 million to the Survivors'
36 Trust in 2 installments in consideration for releases of Abuse Claims asserted against it. As of the date of
37 this Disclosure Statement, RCWC has explicitly and unequivocally rejected the Committee Plan and has
38 advised the Committee that it will not contribute any funds or consideration to the Committee Plan under
any circumstances.

1 (iv) Abuse Claimants, the children in the care of the Diocese and society at large can
2 be assured that the Debtor must take all steps necessary to make certain the harm
3 that befell Abuse Claimants never occurs again.

4 The Committee Plan's expedited timing for distributions to Survivors as compared to the
5 Diocese Plan is best ~~explained by illustrated through~~ an example: ~~if. If~~ the Effective Date of the
6 Diocese Plan and the Committee Plan occurs on March 7, 2028:

- 7 • ~~under the Committee Plan~~, the entirety of the Debtor's contributions to the
8 Survivors' Trust must be paid by *September 7, 2029*. ~~In contrast, if the Effective
9 Date of; and~~
- 10 • ~~under~~ the Diocese Plan ~~occurs on March 7, 2028~~, the entirety of the Debtor's
11 contributions to the Survivors' Trust must be paid by *August 7, 2031*.

12 ARTICLE I

13 INTRODUCTION

14 A. Purpose and Contents of this Disclosure Statement

15 This Disclosure Statement is intended as a "plain English" explanation and summary of
16 the Committee Plan and is qualified in its entirety by the full terms of the Committee Plan. You
17 should review the Committee Plan and Disclosure Statement in their entirety because the
18 Committee Plan, if approved by the Bankruptcy Court, will control how your Abuse Claim, the
19 only Class of Claims permitted to vote on the Committee Plan, is finally resolved against the
20 Diocese. You are encouraged to consult an attorney to advise you regarding the terms of the
21 Committee Plan and how it may affect your legal rights.

22 This Disclosure Statement was approved by the Bankruptcy Court on [●], 2026. A copy
23 of the order approving this Disclosure Statement is attached as Exhibit B. The Bankruptcy Court
24 will hold a hearing on confirmation of the Committee Plan and the Diocese Plan commencing on
25 [●], June 15, 2026.

26 The materials in the package that you have received with this Disclosure Statement
27 include:

- 28 (i) ~~notice of the hearing on confirmation of~~ the Committee Plan;
- (ii) ~~and~~ the Diocese Plan;
- (iii) ~~the Debtor's Committee Plan;~~
- (iv) ~~the Diocese~~ Disclosure Statement; ~~and~~
- (v) ~~letters from the Committee and the Diocese recommending how Abuse
Claimants should vote;~~

1 to submit your Ballot via Verita’s E-Ballot system, you should not also return a hard (paper) copy
2 of your Ballot.

3 IMPORTANT NOTE: To vote electronically, you will need a unique E-Ballot ID Number
4 that will be provided with your Ballot.

5 IF YOU HOLD A CLAIM ENTITLED TO VOTE:

6 Please (i) complete the information requested on the Ballot; (ii) sign, date and indicate
7 your vote to accept or reject the Committee Plan and (iii) return the completed Ballot in the
8 enclosed pre-addressed, postage-paid envelope, or by one of the other methods described above,
9 so that it is actually received by Verita on or before the Voting Deadline.

10 ANY BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE
11 COUNTED, NOR WILL ANY BALLOTS RECEIVED BY TELECOPY OR EMAIL BE
12 ACCEPTED.

13 IF YOU HAVE QUESTIONS ABOUT THE BALLOT, DID NOT RECEIVE A
14 RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE AN ELECTRONIC
15 COPY OF THE DISCLOSURE STATEMENT AND THE COMMITTEE PLAN OR NEED
16 PHYSICAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE
17 CONTACT THE SOLICITATION AND CLAIMS AGENT, VERITA, BY EMAIL AT
18 RCBOINFO@VERITAGLOBAL.COM OR BY CALLING (888) 733-1425 (U.S./CANADA)
19 OR (310)-751-2631 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A
20 MEMBER OF THE BALLOTING TEAM.

21 **ARTICLE II**

22 **EXECUTIVE SUMMARY**

23 The Chapter 11 Case was filed against the backdrop of a terrible crisis and breach of trust.
24 For the preservation of the Catholic Church and the well-being of all affected constituencies,
25 particularly Abuse Claimants who hold the overwhelming majority of Claims in this Chapter 11
26 Case (in both number and amount), the Debtor must fully commit its available resources to ensure
27 that the Debtor will comply with all of its obligations, and Abuse Claimants will be treated in a
28 manner consistent with their rights, under the Bankruptcy Code.

29 To that end, subject to the occurrence of the Effective Date, the Committee Plan provides
30 for ~~(i)~~ the Debtor to contribute \$195.2 million to a settlement trust (the “Survivors’ Trust”)
31 established for the sole benefit of Abuse Claimants ~~and (ii) RCWC to contribute \$118.9 million,~~
32 ~~if it elects to contribute to the Committee Plan in exchange for releases of its liability for Abuse~~
33 ~~Claims, for a total of \$314.1 million.~~ The contributions will be made in installments with the
34 last payment due on or before September 5, 2029. Payments ~~But payments~~ due under the
35 Committee Plan may extend beyond September 5, 2029 ~~if appeals of because the Debtor and its~~
36 ~~insurers have stated they may appeal~~ any Order confirming the Committee Plan ~~are filed and not~~
37 ~~resolved before that date.~~

1 Under the Committee Plan, Survivors holding claims against RCWC may continue to
2 prosecute their claims in state court against RCWC unless RCWC opts to participate in the
3 Committee Plan.⁵

4 The Debtor will also assign ~~the proceeds of its insurance policies to~~ the Survivors' Trust
5 certain claims and causes of action of the Debtor in the Non-Settling Insurer Policies. The
6 Committee Plan also provides for robust changes to the ways in which the Diocese protects its
7 children to make certain the harm that befell Abuse Claimants never happens again.

8 In contrast, the Diocese Plan provides for a contribution of just \$150 million from the
9 Debtor and, if it ~~elects to contribute to the Diocese Plan in exchange for~~ receives releases from all
10 of the Abuse Claims being asserted against it, \$30 million from RCWC ~~for a total of \$180 million~~.
11 The contributions will be made within three and a half years of the Effective Date of the Diocese
12 Plan, which will occur no earlier than July 2026, and likely will not occur until all appeals of any
13 Order confirming the Diocese Plan are resolved – which could take several years.⁶ The Debtor
14 will assign ~~the proceeds of its insurance policies~~ to the Survivors' Trust ~~the~~ **“Assigned Insurance**
15 **Interests,”** which is defined by the Diocese Plan as **“all rights, claims, interests, benefits,**
16 **responsibilities and obligations of the Debtor and RCWC (solely as to Released RCWC Claims)**
17 **in the Non-Settling Insurer Policies that are assignable under applicable law and to the fullest**
18 **extent assignable under applicable law ...”.** The Committee ~~also~~ believes that the insurance
19 assignment in the Diocese Plan is prejudicial to Abuse Claimants and could negatively impact the
20 value of insurance available from Non-Settling Insurers.

21 The Committee concludes that the Committee Plan is far superior in its treatment of Abuse
22 Claimants for at least four reasons.

23 *First*, the Committee Plan provides for the Debtor to contribute \$45.2 million more than
24 the Diocese Plan and in all events, in less time than provided for under the Diocese Plan measured
25 from the Effective Date.

26 *Second*, under the Committee Plan ~~authorizes~~, Abuse Claimants ~~to grant~~ holding claims
27 against RCWC a release only if will be permitted to continue prosecuting their claims and causes
28 of action against RCWC in state court unless RCWC exercises an option through which it pays can
29 receive releases from Abuse Claimants asserting claims against it by paying \$118.9 million to
30 Abuse Claimants, which is \$88.9 million more than RCWC is required to pay under the Diocese
31 Plan. **But RCWC has advised that it will not participate in the Committee Plan.** The Committee
32 estimates, but subject to further review, that there may be as many as 120 Abuse Claims against
33 RCWC, meaning RCWC would be paying ~~\$990,833 per Abuse Claim under the Committee Plan~~
34 ~~and just \$250,000 per Abuse Claim under the Diocese Plan.~~ ~~RCWC has advised that it will not~~

35 ⁵ Through the Committee Plan, the Committee offers RCWC an option to pay \$118.9 million to the Survivors'
36 Trust in 2 installments in consideration for releases of Abuse Claims asserted against it. If RCWC exercises
37 its option, its contribution would increase the Survivors' Trust to \$314.1 million. However, as of the date
38 of this Disclosure Statement, RCWC has explicitly and unequivocally rejected the Committee Plan and has
39 advised the Committee that it will not contribute any funds or consideration to the Committee Plan under
40 any circumstances.

41 ⁶ Appeals would likely be filed by the Committee and/or the Debtor's insurers.

1 ~~participate in the Committee Plan.~~ The Committee believes Abuse Claimants are likely to receive
2 a larger recovery through state court litigation than the \$250,000 per Abuse Claimant recovery
3 being offered by RCWC.

4 The Committee believes that few, if any, Survivors will agree to ~~the~~ release RCWC in
5 connection with the Diocese Plan. It is therefore ~~a possibility~~ likely that RCWC will not
6 participate under either the Committee Plan or the Diocese Plan and that Survivors will retain the
7 right to sue RCWC for damages in state court under both Plans.

8 **Third, the Committee believes that** the insurance provisions of the Diocese Plan fail to
9 adequately protect the rights of Abuse ~~Claimant~~ Claimants by granting rights to Non-Settling
10 Insurers to object to ~~claims~~ Abuse Claims when the Non-Settling Insurers do not hold such rights.
11 The Non-Settling Insurers cannot demonstrate an “injury in fact” if an Abuse Claim is allowed
12 against the Survivors’ Trust because no party has liability for those claims other than the
13 Survivors’ Trust. *See* Diocese Plan, § 9.6 (“[t]he Survivors’ Trust shall, as of the Effective Date,
14 assume sole and exclusive responsibility and liability for all Abuse Claims against the Released
15 Parties, and such Claims shall be paid by the Survivors’ Trust from the Survivors’ Trust Assets .
16 . . .”); *see* Survivors’ Trust Distribution Plan § 1.3 (“The Plan and the RCBO Survivors’ Trust
17 Agreement contemplate the creation of the Survivors’ Trust for satisfaction of the Abuse Claims.
18 The Plan and Survivors’ Trust Distribution Plan provide the sole and exclusive method by which
19 holders of Abuse Claims (both known and unknown) may recover against the Debtor,
20 Contributing Non-Debtor Catholic Entities, or Insurers.”). Without facing a concrete injury that
21 is real and actual, the Non-Settling Insurers lack standing to object to Abuse Claims.⁷ ~~*See In re*~~
22 ~~*Sisk*, 962 F.3d 1133, 1141–42 (9th Cir. 2020).~~

23 **Fourth,** the protection of children under diocesan supervision requires robust, sustained
24 and independent oversight mechanisms. While the Debtor has agreed to retain a Compliance
25 Monitor at the demand of the Committee, the Debtor’s proposal to retain a Compliance Monitor
26 for a limited five-year term fundamentally misunderstands the nature and scope of institutional
27 reform. In addition, the Debtor’s proposal that investigatory authority revert to the Bishop once
28 the Compliance Monitor’s term ends ignores the fundamental structural conflict of interest that
necessitated independent oversight in the first instance. Accordingly, the Committee’s Child
Protection Protocols provide for a default term of ten years after which certain duties and powers
vested in the Compliance Monitor will be assigned to a Compliance Advisory Board. In all
circumstances, investigations relating to allegations of sexual abuse will not become final until
an arbitrator determines that an Independent Professional Investigator completed a fair, fulsome
and non-prejudicial investigation.

⁷ The Debtor and the Non-Settling Insurers maintain that the Non-Settling Insurers possess standing to object to Abuse Claims.

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ARTICLE III

FREQUENTLY ASKED QUESTIONS

1. *Why did the Diocese file a Chapter 11 Case?*

On May 38, 2023, the Diocese filed its chapter 11 case (the “**Chapter 11 Case**”) in the United States Bankruptcy Court for the Northern District of California. The Diocese filed ~~its~~the Chapter 11 Case to address and resolve claims arising out of sexual abuse asserted against the Diocese in light of the State of California re-opening the window during which such claims ~~may~~could be asserted.

Approximately 400 Abuse Claimants have asserted Abuse Claims seeking damages for sexual abuse by individuals allegedly associated with the Diocese or related entities. Many Abuse Claimants also filed lawsuits against the Diocese and other entities, including RCWC, related to the Diocese before the Chapter 11 Case.

2. *What is the Committee?*

The Committee was appointed by the United States Trustee to represent Abuse Claimants’ collective interests in the Chapter 11 Case. The Committee is comprised of nine survivors of sexual abuse asserting claims against the Diocese for the harm and trauma they suffered and continue to suffer to this day. The Committee hired legal counsel to advise it on bankruptcy and insurance matters and hired a financial advisor to aid in its investigation of the Diocese’s assets.

3. *What is a chapter 11 plan?*

Chapter 11 of the Bankruptcy Code allows a debtor (in this case, the Diocese) to resolve claims against it through a plan of reorganization. Abuse Claimants and other creditors who hold claims that will not be paid in full are given an opportunity to vote to approve or reject a plan. This type of claim is referred to as an “impaired claim” by the Bankruptcy Code and in the Committee Plan. In this case, Abuse Claimants are entitled to vote on the Committee Plan. If enough Abuse Claimants vote to accept the Committee Plan, and the Bankruptcy Court finds that the Committee Plan meets other requirements of the Bankruptcy Code, the Bankruptcy Court may enter an order approving the Committee Plan. Bankruptcy Court approval of a plan is referred to as “confirmation” of the plan under bankruptcy law. Once confirmed and deemed effective, the terms of the Committee Plan become binding on all creditors.

4. *What is the Disclosure Statement?*

This Disclosure Statement is intended to provide you with enoughsufficient information so that you can make an informed decision on whether to accept or reject the Committee Plan. This Disclosure Statement summarizes how the Committee Plan will affect your Abuse Claim against the Diocese and RCWC and the risks associated with confirmation and implementation of the Committee Plan and the Diocese Plan. It also explains the deficiencies in the Diocese Plan, which the Committee does not support.

1 the Debtor's estate, ways through which the likelihood of future abuse within the Diocese may be
2 reduced, and a path out of chapter 11 providing for the fair and equitable treatment of Survivors.

3 The Committee has concluded that the Debtor has ample assets from which to make the
4 payments to the Survivors' Trust as proposed in the Committee Plan. The value of the Debtor's
5 real estate holdings alone total hundreds of millions of dollars. For example, as of July 1, 2025,
6 the Debtor's real estate valuation expert valued just 40 properties owned or controlled by the
7 Effective Date Diocese (out of 230 properties that the Diocese owns) at \$174.3 million. The
8 Committee's real estate valuation expert valued roughly 30 properties owned or controlled by the
9 Diocese, not necessarily the same properties valued by the Debtor, for over \$500 million.

10 As a result of, among other things, consultation by and among the Committee and its
11 counsel and professionals, certain rulings of the Bankruptcy Court, the chances of prevailing on
12 certain issues being appealed to the District Court by the Committee, including the time and cost
13 of pursuing such appeal, the Committee's analysis of the Debtor and its estate and the wants and
14 desires of Survivors, including the form of Child Protection Protocols proposed by the Committee
15 and the form of the insurance assignment contemplated by the Committee Plan, the Committee
16 has determined, as a fiduciary to Survivors, that \$195.2 million represents a fair and equitable
17 contribution to the Survivors' Trust from the Debtor for a discharge of Abuse Claims, while also
18 allowing for additional recoveries from RCWC, a non-debtor, and the Debtor's insurance
19 companies for claims asserted against it.

20 The Committee Plan is neither predicated on the Debtor selling any particular piece of
21 real property nor does the Committee Plan require a loan of any kind, other than the postpetition
22 loan the Debtor has stated it will need to continue paying the administrative expenses of the
23 Chapter 11 Case. Rather, the Committee Plan is predicated on the guidance from the United
24 States Supreme Court, which has recognized that "[a] debtor can win a discharge of its debts if it
25 proceeds with honesty and places virtually all its assets on the table for its creditors." *Harrington*
26 *v. Purdue Pharma L.P.*, 603 U.S. 204, 209 (2024).

27 The Committee has concluded that the Debtor can timely make the Debtor Contribution
28 under the Committee Plan . The Committee's conclusion is based, in part, on the flexibility
29 provided to the Debtor in determining how to fund the Committee Plan. The Debtor may choose
30 to fund the Committee Plan by using any number of assets, in any combination it chooses. For
31 example, the Debtor may:

32 (i) choose to sell the real property it has agreed to sell under the Diocese Plan, which
33 includes:

- 34 • twelve vacant real estate parcels titled in the name of the Debtor which are
35 not part of a larger parcel containing a Church or ministry-related building;
- 36 • vacant portions of eighteen real estate parcels titled in the name of the
37 Debtor which the Debtor has determined may be liquidated while allowing
38 the Debtor to continue its mission;
- 39 • Debtor-owned portions of twelve real property locations on which
40 Churches currently operate either as primary or secondary locations;

1 • five residential homes owned by the Debtor and one residential home
2 owned by Adventus; and

3 • certain other real estate currently being used in support of the Debtor's
4 ministry.

5 Debtor's Plan Summary, 7:16-23;8:1-4.

6 (ii) sell certain real estate it previously indicated might be sold to generate additional
7 cash, including the Livermore Property;

8 (iii) cluster, merge or close certain Churches;

9 (iv) use the funds owed to it from the Catholic Cathedral Corporation of the East Bay
10 under the CCCEB Note or commence an action against CCCEB for collection on
11 the CCCEB Note;

12 (v) reduce its operating reserves for a period of time to free up additional cash;

13 (vi) use the assets it asserts are restricted for their intended purpose and by doing so,
14 allow the Debtor to use unrestricted cash to make the Debtor Contribution;

15 (vii) borrow funds from its affiliates;

16 (viii) obtain a traditional commercial loan;

17 (ix) restructure its operations to achieve cost savings that would inure to the benefit of
18 Survivors;

19 (x) request that its affiliate, the Roman Catholic Communications Corporation of the
20 Bay Area dba Catholic Telemedia Network, increase the historical grants it
21 provides the Debtor; and

22 (xi) execute on the actions discussed in the Bishop's May 8, 2023 letter to parishioners
23 and friends of the Diocese of Oakland in which he stated the Diocese must:

24 • "re-align our resources to meet the needs of our diocese, while addressing
25 claims coming through the bankruptcy process."

26 • address the "current reality in our diocese," by "focus[ing] on our mission
27 to serve people, not on maintenance of structures which no longer serve
28 our mission."

• "right size our parishes to serve the faithful." According to the Bishop,
"[t]his effort will require us to close some of our worship sites and re-
imagine how we use other locations."

• use the Debtor's Mission Alignment Process to help the "courts assess how
the Diocese can restructure and constitute a source of funds for settlements
of cases."

1 **bankruptcy filed in the United States”?**

2 *No.* The Debtor continues to tout the Diocese Plan as groundbreaking, asserting that, if
3 confirmed, the “[Debtor] Plan will ... provide the highest per claim average payout to survivors
4 of any similarly-sized diocesan bankruptcy filed in the United States.” *Executive Summary,*
5 *Frequently Asked Questions, and General Information Regarding Debtor’s Fourth Amended Plan*
6 *of Reorganization* [Dkt. No. 2654-1] (“**Debtor’s Plan Summary**”), 4:15–16. ~~But~~**But the**
7 **Committee contends that** comparing the Debtor’s proposed distribution to Abuse Claimants in
8 this Chapter 11 Case to other diocesan bankruptcy cases to justify its fairness is wrong as a matter
9 of law and highly misleading. Even if the distributions made to Abuse Claimants in other
10 bankruptcy cases had relevancy when determining whether the Diocese Plan is fair and
11 equitable—they do not—the Debtor ignores precedents that do not support its narrative and
12 instead relies on purported comparables involving cases with materially different facts and
13 circumstances that would plainly and significantly affect the value of the underlying claims. **The**
14 **Debtor:**

- 15 • Repeatedly fails to include settlements that took place outside of the bankruptcy
16 context in its analysis. These datapoints are a better indication of the value of
17 Abuse Claims. Indeed, settlements outside the bankruptcy context are typically
18 negotiated at arm’s length and are not limited by the Debtor’s ability to pay or
19 restrained by the amount of insurance available or level of cooperation from
20 insurers.
- 21 • Insists, ~~in the face of black letter law to the contrary,~~ that the Diocese Plan be found
22 fair and equitable because the proposed distribution is measured by comparing it
23 to distributions made to other survivors, in other bankruptcy cases, pending in
24 other jurisdictions, in cases with different governing law, different estate assets,
25 different insurance programs and different historical jury verdicts and settlements.
26 The Debtor also fails to factor into its analysis whether the statute of limitations
27 was open in prior cases, which is a material factor in determining claim values.
- 28 • ~~Under~~ **Ignores that under** applicable non-bankruptcy law, jury verdicts and
individual case settlements are ~~the proper mechanism used~~ to ~~liquidate the value of~~
Survivors’ claims.
- Ignores the results of other diocesan bankruptcy cases that do not support its
narrative.

29 In addition, the Debtor continues to assert that there are only 345 valid Abuse Claims filed
30 in the Chapter 11 Case. The Committee disputes the Debtor’s conclusion and contends that there
31 are at least 375 facially valid Abuse Claims. The Debtor also asserts that the Survivors’ Trust will
32 distribute \$180 million. This assertion is inaccurate for several reasons:

33 **First, even** assuming a \$180 million contribution to the Survivors’ Trust, the
34 Debtor and RCWC propose to pay this amount over three and a half years, without
35 interest, of the Effective Date, which date is currently unknown and unknowable, **and thus,**
36 **the net present value of the proposed settlement is less than \$180 million.**

1 *Second*, the Debtor’s calculation includes the \$57.7 million earmarked for
2 Unknown Abuse Claimants; and

3 *Third*, RCWC is highly unlikely to receive a meaningful number of releases under
4 the Diocese Plan. If Abuse Claimants do not grant RCWC a release under the Diocese
5 Plan, RCWC will not contribute its \$30 million, leaving only \$145,142.3 million available
6 to Class 4 Abuse Claimants in the Chapter 11 Case.

7 Assuming 375 Abuse Claimants, whom do not consent to a release of RCWC, and
8 using the ~~present~~ value of the Diocese Plan funding (excluding the Unknown Abuse Claim
9 Reserve), in the amount of \$~~123.9~~142.3 million, the average distribution to each Abuse
10 Claimant is \$~~330,455~~379,466, a far cry from the Debtor’s assertion that the average
11 distribution to Abuse Claimants is \$521,739. ~~Assuming RCWC received releases, the~~
12 ~~present value of the total Diocese Plan payments available to Class 4 Abuse Claimants is~~
13 ~~\$150.3 million, or \$400,742 per Abuse Claim.~~

14 In comparison, assuming (i) 375 Abuse Claimants and (ii) RCWC elects not to
15 contribute to the Committee Plan, and using the ~~present~~ value of the Committee Plan
16 funding (excluding the Unknown Abuse Claim Reserve), in the amount of \$184.98
17 million, the average distribution to each Abuse Claimant under the Committee Plan is
18 \$~~448,552.~~ ~~Assuming RCWC elected to contribute to the Committee Plan, the present~~
19 ~~value of the total Committee Plan payments available to Class 4 Abuse Claimants is~~
20 ~~\$283.27 million, or \$755,395 per Abuse Claim~~492,800.

21 **(ii) Why does the Committee recommend that Abuse Claimants**
22 **support the Committee Plan and reject the Diocese Plan?**

23 For the reasons set forth above and in Article II of this Disclosure Statement, entitled
24 “Executive Summary,” the Committee recommends Abuse Claimants accept the Committee Plan
25 and reject the Diocese Plan.

26 **7.8. How will the Committee Plan work?**

27 **(i) Establishment of the Survivors’ Trust**

28 The Committee Plan establishes a Survivors’ Trust for the benefit of Abuse Claimants.
29 ~~The Survivors’ Trust will distribute funds to Abuse Claimants from (i) the \$195.2 million of~~
30 ~~settlement funds from the Diocese, (ii) if RCWC elects to contribute to the Survivors’ Trust in~~
31 ~~exchange for releases, the \$118.9 million of settlement funds from RCWC and (iii) any additional~~
32 ~~funds collected through litigation and/or settlement with the Debtor’s insurers. \$7.7 million of~~
33 ~~this amount will be set aside to pay any unknown claims, which are Abuse Claims filed after the~~
34 ~~Committee Plan Effective Date.~~

35 ~~The Survivors’ Trust will~~ The Survivors’ Trust will distribute funds to Abuse Claimants
36 as set forth below and protect and enforce Abuse Claimants’ rights by continuing litigation against

1 the Debtors' insurers so that they are held liable for their contractual obligations. Certain Abuse
2 Claimants may also seek to pursue the insurers for liability.¹¹

3 **(ii) Funding of the Survivors' Trust**

4 The Committee does not specify how the Debtor must fund the Committee Plan. As set
5 forth above, the Debtor may choose to fund the Committee Plan by using any number of its assets,
6 in any combination it chooses. Although the Committee Plan does not specify which actions the
7 Debtor should take to make the Debtor Contribution, attached as Exhibit C is one, of many,
8 examples through which the Debtor may choose to timely make the Debtor Contribution. Should
9 the Debtor take other actions to generate the cash needed to make the Debtor Contribution, the
10 need to sell the real estate contemplated by this example would change. For example, if the
11 Debtor chooses to assign the net proceeds of the sale of the Livermore Property to the Survivors'
12 Trust, the Debtor would not need to sell a number of the properties used in the Committee's
13 example.

14 **(iii) Method for Determining Payments to Abuse Claimants**

15 Funds will be distributed to Abuse Claimants under guidelines described in the
16 "Survivors' Trust Distribution Plan" which ~~is~~will be attached as ~~an exhibit~~a supplement
17 to the Committee Plan. The Survivors' Trust Distribution Plan provides guidelines for an independent
18 claim reviewer, the "Abuse Claims Reviewer," to analyze Abuse Claimants' Abuse Claims and
19 award each Allowed Abuse Claim a point score between 0 and 100 taking into account both the
20 nature of the abuse inflicted and the impact of abuse on each Abuse Claimant. The settlement
21 funds will be distributed based on the scores awarded by the Abuse Claims Reviewer.

22 The Committee believes that the process described in the Survivors' Trust Distribution
23 Plan is a fair and reasonable way to distribute the funds available for payment of Abuse Claims.
24 Under the Survivors' Trust Distribution Plan, Abuse Claimants may supplement their claims to
25 provide more information they believe the Abuse Claims Reviewer should consider. The
26 Survivors' Trust Distribution Plan also allows Abuse Claimants to appeal their award if they
27 believe the award is too low.

28 The Committee recognizes that each Abuse Claimants' trauma is unique and believes that
assessment by an independent evaluator provides a fair and efficient way to consider what
happened to each Abuse Claimant and the effects of the abuse on each Abuse Claimant. The
Committee recognizes that money alone is not sufficient to compensate Abuse Claimants for the
abuse they suffered and the decades of trauma each Abuse Claimants suffered because of the
abuse. The Committee also recognizes that excessive, onerous procedures for reviewing and
allocating payment for Abuse Claims would cause delay and expense that would cause Abuse
Claimants to wait longer to receive less money. For example, if evidentiary reviews (including
documents and witnesses) were required to assess each Abuse Claim, the Committee believes that
each review may take a minimum of 10-15 hours for a claims reviewer. In addition, Abuse
Claimants would have to spend time preparing documents, testimony, and expert reports. Rather

¹¹ Distributions to Abuse Claimants may be subject to fee agreements between Holders of Abuse Claims and their legal counsel. The Committee 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.

1 than force Abuse Claimants to wait longer for less money, the Committee believes the Survivors’
2 Trust Distribution Plan strikes the right balance of efficiency and fairness to Abuse Claimants.

3 Similar allocation processes have been used successfully in over 20 chapter 11 cases
4 involving other Roman Catholic dioceses and religious orders.

5 Notwithstanding the foregoing, Holders of Abuse Claims may elect to receive an
6 immediate payment of \$50,000.00 (the “**Immediate Payment**”) in accordance with the
7 procedures set forth in the Committee Plan. If an Abuse Claimant elects to receive the Immediate
8 Payment, the payment will be made shortly after the Committee Plan becomes effective. That
9 date is indeterminate and may be meaningfully delayed as set forth ~~in Article VI, Section~~
~~6.C.7. herein.~~ After receiving the Immediate Payment, an Abuse Claimant is not entitled to any
10 further distributions from the Survivors’ Trust and may not pursue any Abuse Claim against the
11 Debtor, the Reorganized Debtor, the Survivors’ Trust, the Released Parties, ~~and~~ the Insurers ~~and~~
12 ~~RCWC (and the RCWC Escrow).~~

13 For all other Abuse Claimants, the Survivors’ Trustee will make an initial distribution of
14 \$5,000.00 to Abuse Claimants holding Allowed Abuse Claims. Subsequently, as soon as
15 practicable once all Abuse Claims have been scored under the Survivors’ Trust Distribution Plan
16 and any requests for reconsideration have been addressed, the Abuse Claims Reviewer will make
17 distributions to Abuse Claimants proportionally based on the scores awarded by the Abuse Claims
18 Reviewer, subject to certain adjustments as explained in the Survivors’ Trust Distribution Plan.

19 By way of illustration only, if, ~~after the Effective Date,~~ there are ultimately 375 Allowed
20 Abuse Claims and the Survivors’ Trust Assets total \$195.2 million, points awarded to an Abuse
21 Claimant under the Survivors’ Trust Distribution Plan are translated into dollars under the
22 Committee Plan as follows:

- 23 • There are 375 Abuse Claimants holding Allowed Abuse Claims with an average
24 score of 50 points per Abuse Claim;
- 25 • 50 points per claim multiplied by 375 Abuse Claims yields 18,750 total points;
- 26 • A total distributable amount of \$195.2 million is available, meaning each point
27 would be valued at \$10,411 (\$195.2 million divided by 18,750 points); and thus
- 28 • Allowed Abuse Claims assigned 25, 50 and 75 points would receive projected total
recoveries of \$260,275, \$520,550 and \$780,825 from the Survivors’ Trust,
respectively.

~~If RCWC elects to contribute to the Committee Plan, the calculations would be increased
as follows:~~

- ~~• A total distributable amount of \$314.1 million is available, meaning each point
would be valued at \$16,752 (\$314.1 million divided by 18,750 points); and thus~~

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- ~~Allowed Abuse Claims assigned 25, 50 and 75 points would receive projected total recoveries of \$418,800, \$837,600 and \$1,256,400 from the Survivors' Trust, respectively.~~

In contrast, if, after the Effective Date, there are ultimately 375 Allowed Abuse Claims and the Survivors' Trust Assets total \$150 million as provided for by the Diocese Plan, points awarded to an Abuse Claimant under the Survivors' Trust Distribution Plan are translated into dollars under the Diocese Plan as follows:

- There are 375 claimants holding Allowed Abuse Claims with an average score of 50 points per claim;
- 50 points per claim multiplied by 375 claims yields 18,750 total points;
- A total distributable amount of \$150 million is available, meaning each point would be valued at \$8,000 (\$150 million divided by 18,750 points); and thus
- Allowed Abuse Claims assigned 25, 50 and 75 points would receive projected total recoveries of \$200,000, \$400,000 and \$600,000 from the Survivors' Trust, respectively.

~~If RCWC elects to contribute to the Diocese Plan, the calculations would be increased as follows:~~

- ~~A total distributable amount of \$180 million is available, meaning each point would be valued at \$9,600 (\$180 million divided by 18,750 points); and thus~~
- ~~Trust Claims assigned 25, 50 and 75 points would receive projected total recoveries of \$240,000, \$480,000 and \$720,000 from the Survivor's Trust, respectively.~~

The difference in treatment of Abuse Claims under the Committee Plan and the Diocese Plan *if RCWC elects not to contribute* under either Plan is summarized in this chart:

Points	Committee Plan	Diocese Plan
25	\$260,275	\$200,000
50	\$520,550	\$400,000
75	\$780,825	\$600,000

~~The difference in treatment of Abuse Claims under the Committee Plan and the Diocese Plan if RCWC elects to contribute under both Plans is summarized in this chart:~~

Points	Committee Plan	Diocese Plan
25	\$418,800	\$240,000
50	\$837,600	\$480,000
75	\$1,256,400	\$720,000

1 (iii)(iv) Assignment of Insurance Claims to the Survivors' Trust

2 ~~The Committee Plan establishes a framework for post-confirmation litigation for Abuse~~
3 ~~Claimants seeking recovery from Non-Settling Insurers through the Litigation Option.~~ Under the
4 Committee Plan, if settlements acceptable to the Committee cannot be reached with all Insurers
5 before confirmation of the Committee Plan, ~~then, under the Insurance Assignment effected by the~~
6 ~~Committee Plan, provides certain Trust Claimants who choose the Litigation Option (“Litigation~~
7 ~~Claimants”)~~ may sue the Debtor (as a nominal party) in state court to recover against insurance
8 coverage available to cover their Abuse Claims.

9 Litigation Claimants with claims within ~~the~~ Non-Settling Insurers' coverage periods may
10 pursue claims insured by Non-Settling Insurers ~~as Litigation Claimants~~ as authorized by the
11 Survivors' Trustee in accordance with the Survivors' Trust Documents. The Survivors' Trust
12 would retain the right to pursue causes of action of the Diocese against the Non-Settling Insurers
13 and to settle with the Non-Settling Insurers on a global basis.

14 No later than the first anniversary of the Effective Date (i) Trust Claimants holding Abuse
15 Claims against the Debtor may elect to pursue litigation against the Debtor (as nominal party
16 only), Non-Settling Insurers and/or other parties and (ii) Trust Claimants that have executed and
17 delivered a written form release of RCWC for all conduct occurring on or before the Effective
18 Date of the Committee Plan (the **“RCWC Release Agreement”**) may elect to pursue litigation
19 against RCWC (as nominal party only if RCWC elects to participate in the Committee Plan),
20 Non-Settling Insurers and/or other parties by filing the Litigation Option Notice. ~~Only those Trust~~
21 ~~Claimants who are authorized by the Survivors' Trustee are permitted to move forward with a~~
22 ~~Litigation Claim against the Debtor, RCWC, Non-Settling Insurer(s) and/or other parties.~~

23 Only those Trust Claimants who are authorized by the Survivors' Trustee are permitted to
24 move forward with a Litigation Claim against the Debtor, RCWC (only if RCWC elects to
25 participate in the Committee Plan), Non-Settling Insurer(s) and/or other parties. The Survivors'
26 Trustee's right to authorize Litigation Claimants to proceed with their claims insured by Non-
27 Settling Insurers as Litigation Claimants is intended to permit Litigation Claims to proceed in an
28 orderly fashion and to minimize litigation expense. The Survivors' Trustee will permit certain
Litigation Claims to continue prosecuting their claims based on a number of factors, all of which
are intended to help best address and resolve the disputes between Non-Settling Insurers and the
Survivors' Trust. The Survivors' Trustee decision to allow Survivors to become Litigation
Claimants will consider at a minimum, but not exclusively, the following factors: (i) year(s) of
abuse; (ii) frequency, type, and severity of abuse; (iii) identity of perpetrator(s); (iv) status of case;
and (v) nature and extent of “notice” evidence. The Survivors' Trust Advisory Committee may
recommend additional criteria and make recommendations about litigation authorization. If the
Survivors' Trustee does not authorize a particular Abuse Claimant to proceed as a Litigation
Claimant, that Abuse Claimant may petition the Bankruptcy Court to overrule the Survivors'
Trustee's decision.

If the Survivors' Trustee enters into an Insurance Settlement Agreement with respect to a
Target Policy that covers a Litigation Claimant's Abuse Claim, such Claimant is entitled to an
enhanced Distribution (the **“Claim Enhancement”**) as set forth below to his or her allocation
under the Survivors' Trust Distribution Plan, which enhanced amount will be payable from the

1 proceeds of the applicable Insurance Settlement Agreement. To the extent the Debtor and the
2 Committee enter into an Insurance Settlement Agreement before the Confirmation Date with
3 respect to a Target Policy that covers an Abuse Claim for which the automatic stay has been
4 modified or lifted by the Bankruptcy Court such that it may continue after the Petition Date, such
5 Abuse Claim will also be entitled to the Claim Enhancement. The Claim Enhancements are
independent of one another and are not intended to be cumulative. The Survivors' Trustee will
reserve sufficient amounts to fund such enhanced payments before making any Distribution of
Insurance Settlement Agreement proceeds to Abuse Claimants who are not Litigation Claimants.

6 The Claim Enhancement will be applied as follows:

- 7 • A Litigation Claimant will be entitled to an enhancement of 10% if the Survivors'
8 Trust negotiates an Insurance Settlement Agreement for a Target Policy of such
9 Litigation Claimant if the Insurance Settlement Agreement is entered into prior to
commencing litigation in such Litigation Claimant's case.
- 10 • A Litigation Claimant will be entitled to an enhancement of 25% if the Survivors'
11 Trust negotiates an Insurance Settlement Agreement for a Target Policy of such
12 Litigation Claimant if the Insurance Settlement Agreement is entered into after
litigation commences but before a deposition or interview of the Litigation
13 Claimant by opposing counsel in such Litigation Claimant's case.
- 14 • A Litigation Claimant will be entitled to an enhancement of 40% if the Survivors'
15 Trust negotiates an Insurance Settlement Agreement for a Target Policy of such
16 Litigation Claimant if the Insurance Settlement Agreement is entered into after a
deposition or interview of the Litigation Claimant by opposing counsel but before
17 commencement of a trial in such Litigation Claimant's case.
- 18 • A Litigation Claimant will be entitled to an enhancement of 50% if the Survivors'
19 Trust negotiates an Insurance Settlement Agreement for a Target Policy of such
20 Litigation Claimant if the Insurance Settlement Agreement is entered into on or
21 after the first day of a trial in such Litigation Claimant's case.
- 22 • A Litigation Claimant will be entitled to an enhancement of 100% if the Survivors'
Trust negotiates an Insurance Settlement Agreement for a Target Policy of such
23 Litigation Claimant if the Insurance Settlement Agreement is entered into after a
24 Litigation Claim Award entered in favor of the Litigation Claimant in such
25 litigation becomes final and non-appealable.

23 The Committee believes that the efforts of Litigation Claimants will materially enhance
24 the Survivors' Trust's ability to pursue an appropriate settlement with Non-Settling Insurers and,
25 therefore, enhancements for non-settling Litigation Claimants are appropriate under the
circumstances.

26 In no event may a Litigation Claimant receive more than the total amount of his or her
27 judgment from all sources. If, after accounting for recovery from parties other than the Survivors'
Trust, a Litigation Claimant receives any amount in excess of the amount of the Litigation Claim

1 Award, such amount will be recoverable by the Survivors' Trustee. In any case of a Trust
2 Claimant who obtains a Litigation Claim Award, where the payment of any amounts payable to
3 such Trust Claimant by (i) defendants in the Abuse Claim Litigation other than the Released
4 Parties and/or (ii) one or more Non-Settling Insurers, when taken together with any distributions
5 received by such Trust Claimant from the Survivors' Trust, would cause such Trust Claim to
6 receive more than the total amount of his or her Litigation Claim Award, then (a) all amounts to
7 be paid under such Litigation Claim Award that would be in excess of such Litigation Claim
8 Award will be paid to the Survivors' Trustee to be allocated for distribution to other Trust
9 Claimants on account of their *pro rata* share of Survivors' Trust Assets, or (b) if such amounts
10 are paid directly to the Litigation Claimant, such Litigation Claimant will immediately turn them
11 over to the Survivors' Trustee; *provided, however*, any such Abuse Claimant is not barred by
12 Section 9.9 of the Committee Plan from seeking extracontractual damages under the holding of
13 *Hand* (defined below) and (iii) all defenses and the rights of any Non-Settling Insurer to oppose
14 any such claim by an Abuse Claimant under *Hand* are fully preserved, including that *Hand* is not
15 a correct statement of applicable law and that it would not apply to any such asserted claim.

16 The Survivors' Trust will make distributions of Survivors' Trust Assets to all Abuse
17 Claimants without considering whether an Abuse Claim is or is not covered by an insurance
18 policy. The reasons for this include (a) many Abuse Claims are covered by more than one Insurer
19 and (b) the Settling Insurers are settling their liability with the Diocese as a whole and settlement
20 payments made by the Settling Insurers include an unallocated portion to settle unfiled Abuse
21 Claims and Abuse Claims the Diocese may assert for its own damages against each Insurer
22 (including reimbursement of attorneys' fees and expenses, as well as other damages).

13 **(iv)(v) The Committee Plan's Enhanced Child Protection Protocols**

16 An integral part of the Committee Plan is the Child Protection Protocols. The Committee
17 is steadfast in its determination to make sure that the harm that befell Abuse Claimants does not
18 happen to the children within the Diocese's care now and in the future. To that end, the
19 Committee requires the Debtor to retain a Compliance Monitor for a default term of ten years,
20 with whether that term should be extended being submitted to an arbitrator if the Compliance
21 Monitor and the Bishop cannot agree. In contrast, the Diocese Plan only provides for a five-year
22 default term. In the Debtor's Child Protection Protocols, after the Compliance Monitor's term
23 ends, all powers, duties, and responsibilities of the Compliance Monitor revert to the Bishop. The
24 Committee vehemently opposes this proposal. Time has shown that the Diocese needs an
25 independent third-party to make certain the organization is doing everything within its power to
26 keep children safe, including conducting independent investigations to make certain children are
27 protected and the truth is never buried again. The Committee thus proposes that after the
28 Compliance Monitor's term ends certain duties and powers vested in the Compliance Monitor be
assigned to a Compliance Advisory Board. In all circumstances, accusations of sexual abuse by
Clergy and diocesan personnel will not become final until an arbitrator determines that an
Independent Professional Investigator has completed a fair, fulsome and non-prejudicial
investigation.

1 **(v)(vi) The Channeling Injunction**

2 The Committee Plan provides for a Channeling Injunction through which Abuse Claims
3 against the Debtor and certain other parties will be enjoined from being asserted against them, but
4 those claims may only be pursued against the Survivors’ Trust. It is intended that the channeling
5 of the Channeled Claims will inure to the benefit of the Released Parties and the Settling Insurers.
The Channeling Injunction does not bar claims against any Non-Settling Insurer except to the
extent a Non-Settling Insurer becomes a Settling Insurer.¹²

6 **ARTICLE IV**

7 **COMMITTEE PLAN OVERVIEW**

8 **A. Summary of Committee Plan’s Treatment of Claims**

9 The Committee Plan divides various creditors into classes. Individual claimants are
10 classified based on the nature of their claims. The following chart summarizes the classification
11 and proposed treatment of all claims and classes under the Committee Plan. Please refer to the
Committee Plan for a fuller description of the treatment of creditors.

12 Under the Committee Plan, the classes of claims against the Debtor will be as follows:

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Unimpaired	Non-voting Deemed to accept
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	Unimpaired	Non-voting Deemed to accept
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	Unimpaired	Non-voting Deemed to accept
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

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24 ¹² The Committee Plan defines “**Channeled Claims**” to mean “any Abuse Claim against a Released Party or any Settling Insurer arising from, in connection with, or related to an Abuse Claim, or any of the Abuse Insurance Policies issued by any Settling Insurers, including Abuse Related Contribution Claims, including (a) an Abuse Claim against any Person who personally committed an act or acts of Abuse resulting in a Claim against the Debtor or any Non-Debtor Catholic Entity; (b) any Claim (including any Abuse Claim) held by a Non-Settling Insurer against any Released Party other than the Debtor or the Reorganized Debtor; or (c) any Claim for which a Released Party is covered or allegedly covered by a Non-Settling Insurer Policy.
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1 The only class of creditors permitted to vote on the Committee Plan are Class 4 Abuse
2 Claims and Class 5 Unknown Abuse Claims, through the vote of the Unknown Abuse Claims
3 Representative. The Committee Plan seeks to satisfy the rights of Abuse Claimants in two ways.
4 First, the Committee Plan ensures that the Debtor uses more of its assets to pay Abuse Claimants,
5 including making certain the Debtor's insurance rights are pursued vigorously. Second, the
6 Committee Plan sets forth nonmonetary provisions designed to assist Abuse Claimants in healing
7 and ensure – to the maximum extent possible – that abuse does not continue.

8 **B. Committee Plan's Treatment of Abuse Claims**

9 To compensate Abuse Claimants, the Committee Plan establishes the Survivors' Trust
10 which will be funded with Survivors' Trust Assets. The Survivors' Trustee will liquidate the
11 Survivors' Trust Assets and distribute the proceeds to the Holders of Abuse Claims and Unknown
12 Abuse Claims under the procedures contained the Survivors' Trust Distribution Plan. The
13 Survivors' Trust will be created for the purpose of paying distributions to Holders of Allowed
14 Class 4 and Class 5 Claims, the two Classes of Abuse Claims under the Committee Plan.

15 **(i) Cash Contributions to the Committee Plan¹³**

16 The Survivors' Trust will be funded by:

17 ~~(i) — the Debtor in the amount of \$195.2 million; and~~

18 ~~(ii) — RCWC (provided it receives post confirmation releases from Class 4
19 Claimants holding Claims against it) in the amount of \$118.9 million, for
20 a total of \$314.1 million. See Committee Plan, Section 9.3.¹⁴~~

21 ~~The Committee Plan provides for payments from the Debtor and RCWC (provided it
22 receives releases from Class 4 Claimants holding Claims against it) payable over 3.5 years from
23 the Original Plan Filing Date of March 6, 2026, to be paid as follows:~~

- 24 ~~• Effective Date: A total of \$103.1 million, of which (i) \$33.1 million will be paid
25 by the Debtor and (ii) \$70 million will be paid by RCWC (provided it receives post-
26 confirmation releases from Class 4 Claimants holding claims against it).~~

27 ¹³ If RCWC opts to participate in the Committee Plan, RCWC will contribute an additional \$118.97 million
28 to the Survivors' Trust payable as follows:

- Effective Date: \$70 million; and
- Year 2: \$48.9 million.

RCWC has advised that it does not support the Committee Plan and will elect not to receive releases or
make any payments to the Survivors' Trust.

¹⁴ Distributions to Abuse Claimants may be subject to fee agreements between Holders of Abuse Claims and
their legal counsel. The Committee 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.

- 1 • ~~Effective Date: \$33.1 million;~~
- 2 • ~~Year 1: A total of \$6 million, all of which will be paid by the Debtor;~~
- 3 • ~~Year 2: A total of \$77.7 million, of which (i) \$28.9 million will be paid by the~~
- 4 ~~Debtor and (ii) \$48.9 million will be paid by RCWC (provided it receives post-~~
- 5 ~~confirmation releases from Class 4 Claimants holding claims against it).~~
- 6 • ~~Year 2: \$77.7 million;~~
- 7 • ~~Year 3: A total of \$46.3 million, all of which will be paid by the Debtor; and~~
- 8 • ~~Year 3.5: A total of \$80.9 million, all of which will be paid by the Debtor.~~

9 ~~RCWC has advised that it does not support the Committee Plan and will not elect to~~
 10 ~~receive releases or make any payments to the Survivors' Trust. On the Effective Date, the~~
 11 ~~Survivors' Trust will segregate \$5 million into the Unknown Abuse Claims Reserve for the~~
 12 ~~benefit of Holders of Class 5 Claims. The Survivors' Trust will and then increase the amount in~~
 13 ~~the Unknown Abuse Claims Reserve by \$1.3 million within one year after the Effective Date and~~
 14 ~~by \$1.4 million within two years of the Effective Date, for a total of \$7.7 million.~~

15 ~~The Committee Plan is not predicated on the Debtor selling any particular piece of real~~
 16 ~~property. Nor does the Committee Plan require a loan of any kind other than the postpetition loan~~
 17 ~~the Debtor has stated it will need to continue paying the administrative expenses of the Chapter~~
 18 ~~11 Case. Rather, the Committee Plan is predicated on the guidance from the United States~~
 19 ~~Supreme Court, which has recognized that "[a] debtor can win a discharge of its debts if it~~
 20 ~~proceeds with honesty and places virtually all its assets on the table for its creditors." See~~
 21 ~~Harrington v. Purdue Pharma L.P., 603 U.S. 204, 209 (2024). Putting aside the Debtor's millions~~
 22 ~~of dollars in cash and investments, the Debtor owns over 250 pieces of real property.~~

23 ~~In any event, the Debtor has conceded it can continue its mission even while selling:~~

- 24 • ~~twelve vacant real estate parcels titled in the name of the Debtor which are~~
 25 ~~not part of a larger parcel containing a Church or ministry-related building;~~
- 26 • ~~vacant portions of eighteen real estate parcels titled in the name of the~~
 27 ~~Debtor which the Debtor has determined may be liquidated while allowing~~
 28 ~~the Debtor to continue its mission;~~
- ~~Debtor owned portions of twelve real property locations on which~~
~~Churches currently operate either as primary or secondary locations;~~
- ~~five residential homes owned by the Debtor and one residential home~~
~~owned by Adventus; and~~
- ~~certain other real estate currently being used in support of the Debtor's~~
~~ministry.~~

1 ~~Debtor's Plan Summary, 7:16-23;8:1-4.~~

2 ~~The Debtor has a myriad of other ways in which to fund the Debtor Contribution,~~
3 ~~including executing on its prepetition plan to cluster, merge or close 30 or so parishes, reducing~~
4 ~~its operating reserves for a temporary period of time, using restricted assets for their intended~~
5 ~~purpose and, in turn, allowing the Debtor to use more unrestricted assets to make the Debtor~~
6 ~~Contribution and/or borrowing from its affiliates, financial institutions and/or the public markets,~~
7 ~~as it has done before.~~

6 (ii) **Disclosure Regarding Non-Debtor Catholic Entities**

7 RCWC, the Roman Catholic Cemeteries of the Diocese of Oakland ("**RCC**"), and
8 Adventus (collectively, the "**Non-Debtor Catholic Entities**") have each explicitly and
9 unequivocally rejected the Committee Plan. None of these entities support the Committee Plan,
10 and they have advised that they will not contribute any funds or consideration to the Committee
11 Plan under any circumstances. The Committee has removed all references to Adventus
12 ~~contributing the proceeds of the sale of the Livermore Property~~ from the Committee Plan but has
13 retained its offer to RCWC to provide consensual third-party releases in accordance with the terms
14 of the Committee Plan. RCWC may reject that offer.

12 (iii) ~~**The RCWC Escrow**~~

13 ~~RCWC may, by written notice filed on the docket within seven days after the Voting~~
14 ~~Deadline, elect to contribute the RCWC Contribution of \$118.9 million into an escrow account~~
15 ~~managed by a third party (the "**RCWC Escrow**") on the Effective Date and thus, be entitled to~~
16 ~~receive voluntary releases from Holders of Abuse Claims. RCWC will not receive a discharge,~~
17 ~~release or benefit from any injunction under the Committee Plan and will only be entitled to~~
18 ~~receive releases in accordance with the Committee Plan. RCWC has advised that it does not~~
19 ~~support the Committee Plan and will not elect to receive releases or make any payments to the~~
20 ~~Survivors' Trust.~~

18 ~~The Survivors' Trust may withdraw amounts from the RCWC Escrow in accordance with~~
19 ~~the Survivors' Trust Documents and the escrow agreement between the Survivors' Trust, RCWC,~~
20 ~~and the escrow agent. Those documents will provide that distributions from the RCWC Escrow~~
21 ~~will only be made on account of Holders of Class 4 Claims whom the Abuse Claims Reviewer~~
22 ~~determines asserted a compensable Claim against RCWC in the Holder's Proof of Claim. Such~~
23 ~~withdrawals from the RCWC Escrow will not commence until after the Preliminary Abuse Claim~~
24 ~~Allowance Deadline. The escrow agreement will provide the Survivors' Trust may withdraw~~
25 ~~from the RCWC Escrow no more than the pro rata share of the RCWC Escrow balance designated~~
26 ~~for each Holder of an Abuse Claim asserted against RCWC who has executed and returned to~~
27 ~~RCWC a RCWC Release. The pro rata share of each Holder will be determined by the Survivors'~~
28 ~~Trustee.~~

25 ~~The RCWC Escrow construct is designed to allow RCWC to obtain consensual releases~~
26 ~~from Abuse Claimants holding Claims against it while enhancing the recovery to all Abuse~~
27 ~~Claimants. If any amount remains in the RCWC Escrow on account of an RCWC Claimant~~
28 ~~holding an Allowed Claim against RCWC having failed to execute a RCWC Release Agreement~~

1 ~~as of the three and a half year anniversary of the Effective Date, the RCWC Escrow Agent will~~
2 ~~return such amount, less expenses of the RCWC Escrow, to RCWC no later than five (5) business~~
3 ~~days after the later of (i) the three and a half year anniversary of the Effective Date or (ii)~~
4 ~~distribution to the Survivors' Trust of all payments to Holders of Allowed Class 4 Claims who~~
~~executed and returned to RCWC an RCWC Release Agreement on or before the three and a half~~
~~year anniversary of the Effective Date.~~

5 ~~(iv)~~(iii) **The Committee Plan's Insurance Assignment**

6 The Committee Plan further contemplates an assignment of certain of the Debtor's claims
7 and causes of action to the Survivors' Trust under its insurance policies with Non-Settling
8 Insurers. This assignment will allow Abuse Claimants to pursue additional recoveries against
9 Non-Settling Insurers through litigation in state court and the Survivors' Trust to continue
10 litigating the Coverage Action. At present, there are no Settling Insurers.¹⁵

11 Although the Survivors' Trust will need to pay certain fees and expenses of litigation with
12 Non-Settling Insurers, the Committee believes the value of the Debtor's insurance assets is far
13 more valuable than the amount that would need to be incurred to prosecute that litigation. The
14 Committee Plan is designed to allow for a full and fair opportunity for Abuse Claimants to realize
15 the value of those assets, while preserving all of the Non-Settling Insurers' rights, claims and
16 defenses against such claims.

17 The Committee believes that the Committee Plan is insurance neutral. ~~The~~The Non-
18 Settling Insurers argue that the Committee Plan is not insurance neutral. The Committee
19 disagrees: the Committee's Survivors' Trust Distribution Plan has no impact on post-
20 confirmation litigation against the Non-Settling Insurers. Instead, it simply sets forth how the
21 monetary value of Survivors' Trust distributions will be determined by the Abuse Claims
22 Reviewer and the Survivors' Trustee solely for purposes of distributing Survivors' Trust Assets.
23 The distributions and Survivors' Trust Distribution Plan scoring have no impact on the Non-
24 Settling-Insurers' rights or obligations, which are determined solely under their policies and
25 applicable law. *See* Committee Plan § 8.3.1 ("With respect to Non-Settling Insurers, nothing in
26 the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents,
27 including any provision that purports to be preemptory or supervening, shall in any way operate
28 to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or
modifying (i) the terms and conditions of an Abuse Insurance Policy, (ii) the rights and obligations
of the Debtor, its Estate or the Reorganized Debtor and any Non-Settling Insurers (and third-party
claims administrators) under the Abuse Insurance Policies, or (iii) the coverage or benefits
provided under the Abuse Insurance Policies.").¹⁶

15 Certain Underwriters at Lloyd's, London and Certain London Market Insurance Companies ("**LMI**")
contend that because this assignment is subject to the terms and conditions of the insurance policies, the
assignment cannot give Abuse Claimants any greater right to pursue additional recoveries against Non-
Settling Insurers. LMI also contend that any assignment that purports to grant the Abuse Claimants greater
rights to pursue additional recoveries would make the Committee Plan non-confirmable.

16 LMI contend that the Committee Plan is internally inconsistent because: (1) section 13.1 of the Committee
Plan does not state that it is not binding on insurers and does not limit the rights of insurers and (2) third
parties may be authorized under the Committee Plan to assert coverage positions against insurers. LMI

1 Under the Committee Plan, if an insurer does not settle, all of the insurer's liability and
2 coverage defenses are preserved with respect to post-confirmation litigation:

3 Nothing in the Plan, the Plan Documents, the Confirmation Order,
4 or the Survivors' Trust Documents shall diminish or impair, or be
5 deemed to diminish or impair, the rights of any Non-Settling Insurer
6 to defend any Abuse Claim or to assert any claim, defense, right, or
7 counterclaim in connection with any Abuse Claim or Abuse
8 Insurance Policy in accordance with applicable law ...

9 Committee Plan § 8.3.2.

10 Stated otherwise, a Non-Settling Insurer may not be liable for an Abuse Claim post-
11 confirmation unless (i) a judgment is obtained in the underlying State Court Action against the
12 Debtor or other co-insured parties; and (ii) coverage is then established for that judgment through
13 an insurance coverage lawsuit. Non-Settling Insurers are entitled to both (i) defend the Debtor
14 and other co-insured parties against the underlying lawsuits; and (ii) contest coverage for those
15 lawsuits through separate litigation, subject to the terms of their policies and applicable law. For
16 these reasons, the Committee Plan is insurance neutral and any insurance-related objections
17 should be overruled. The Non-Settling Insurers will have an opportunity to argue otherwise at the
18 plan confirmation hearing.

19 **C. The Committee Plan's Child Protection Protocols**

20 The Committee Plan further contemplates meaningful enhancements to the Debtor's
21 existing protocols and practices for the protection of youth and vulnerable adults embodied in the
22 *Child Protection Protocols for the Roman Catholic Bishop of Oakland, California* attached to the
23 Committee Plan as Schedule 1.1.3431. The meaningful distinctions between the Committee's
24 Child Protection Protocols and the Debtor's Child Protection Protocols are discussed in the
25 Executive Summary above.

26 **ARTICLE V**

27 **DIOCESE PLAN OVERVIEW**

28 **A. Summary of Diocese Plan's Treatment of Claims**

The Diocese Plan, like the Committee Plan, divides various creditors into classes.
Individual claimants are classified based on the nature of their claims. The following chart
summarizes the classification and proposed treatment of all claims and classes under the Diocese
Plan.

contend that the Committee Plan cannot be confirmed if it has any binding effect on insurers or limits their
rights in any way, or authorizes Abuse Claimants to bring coverage claims that are not authorized under
applicable state law.

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Impaired	Non-voting; deemed to accept
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

B. Diocese Plan's Treatment of Abuse Claims

(i) Cash Contributions to the Diocese Plan

The Diocese Plan also establishes a Survivors' Trust which will be funded with Survivors' Trust Assets. The Survivors' Trustee will liquidate the Survivors' Trust Assets and distribute the proceeds to the Holders of Abuse Claims and Unknown Abuse Claims under the procedures contained the Debtor's Survivors' Trust Distribution Plan. The Survivors' Trust will be created under the Diocese Plan for the purpose of paying distributions to Holders of Class 4 and Class 5 Claims.

The Survivors' Trust will be funded with (a) \$150 million in cash contributed by the Debtor over a 3.5-year period, and (b) \$30 million in cash contributed by RCWC through an escrow arrangement which will distribute funds to be made available to Abuse Claimants if those Abuse Claimants asserting claims against RCWC grant RCWC post-confirmation releases. The Debtor will also contribute and assign to the Survivors' Trust ~~certain claims and cause the~~ "Assigned Insurance Interests" (defined above). An Unknown Abuse Claims Reserve for the benefit of action Holders of the Debtor in the Non-Settling Insurer Policies. Class 5 Claims will be established, which will be funded with \$7.7 million.

~~The~~ Because it is unlikely that RCWC will receive the requisite releases, the Survivors' Trust ~~or RCWC Escrow~~ will receive the following contributions from the Debtor ~~or RCWC~~ on the following schedule:

- ~~Effective Date: A total of \$47.7 million, of which (i) \$40 million will be paid by the Debtor and (ii) \$7.7 million will be paid by RCWC (provided it receives post-confirmation releases from Class 4 Claimants holding claims against it).~~

- 1 • ~~Year 1: A total of \$10.2 million, of which (i) \$7.2 million will be paid by the Debtor and (ii) \$3 million will be paid by RCWC (provided it receives post-confirmation releases from Class 4 Claimants holding claims against it).~~
- 2
- 3 • ~~Year 2: A total of \$10.7 million, of which (i) \$4.7 million will be paid by the Debtor and (ii) \$6 million will be paid by RCWC (provided it receives post-confirmation releases from Class 4 Claimants holding claims against it).~~
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- 6 • ~~Year 3.5: A total of \$111.4 million, of which (i) \$98.1 million will be paid by the Debtor and (ii) \$13.3 million will be paid by RCWC (provided it receives post-confirmation releases from Class 4 Claimants holding claims against it).~~
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- 8 • ~~Effective Date: \$40 million.~~
- 9 • ~~Year 1: \$7.2 million.~~
- 10 • ~~Year 2: \$4.7 million.~~
- 11 • ~~Year 3.5: \$98.1 million.~~

12 The Debtor's contribution to the Survivors' Trust will be facilitated, in part, by an
13 additional \$40 million new-money loan from Debtor affiliate, RCC, as part of a refinance of an
14 anticipated \$55 million new money loan provided to the Debtor after the Petition Date.
15 Remaining amounts will come from the Debtor's unrestricted cash and proceeds raised from
16 future sales of real estate owned by the Debtor or Adventus, one of the Non-Debtor Catholic
17 Entities. RCWC's contribution ~~will~~would 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 million in the
aggregate.

18 The Committee recommends that Survivors do not agree to grant RCWC releases of its
19 liability under the Diocese Plan. If Survivors accept this recommendation, the total value paid
20 under the Diocese Plan will be \$150 million from the Debtor and Survivors will retain their rights
to sue RCWC in state court. ~~On the Effective Date, the Survivors' Trust will segregate \$5 million
into the Unknown Abuse Claims Reserve for the benefit of Holders of Class 5 Claims.~~

21 The Committee believes the Debtor fails to use a large portion of its assets to satisfy Abuse
22 Claims. In an effort to satisfy the Bankruptcy Code's requirement that creditors receive at least
23 as much under the Diocese Plan than if the Debtor were hypothetically liquidated, the Debtor
24 continues to mistakenly insist that it need not include all of its assets because it cannot be forced
25 to sell its real estate. *See* Debtor's Plan Summary, 11;12-14 ("The sale of real property on which
26 a Church currently sits and operates, or which is used in its ministry, would not happen in a forced
27 liquidation under chapter 7 of the Bankruptcy Code."); *see also Disclosure Statement for Debtor's
Plan of Reorganization, Ex. B, at 7, ¶ F, Dkt. No. 1445-2 (arguing that Debtor need not include
substantially all of its improved real estate in its liquidation analysis "[b]ecause the Debtors (sic)
cannot have their chapter 11 cases (sic) converted into chapter 7 cases involuntarily, the Debtors
(sic) also cannot be forced to close and sell Churches.").* The Debtor is mistaken.

1 *First*, in accordance with the civil law of California, judgments against religious
2 institutions are treated no differently than those against nonprofit and for-profit entities, and real
property may be attached to satisfy the claims of creditors.

3 *Second*, the First Amendment does not shield the Debtor's assets, including its real estate
4 holdings, from consideration under the hypothetical liquidation test.

5 *Third*, Congress did not carve out certain assets, including properties of religious
6 organizations, from inclusion in section 1129(a)(7)'s best interests test.

7 ~~After a thorough investigation, the Committee has concluded that the Diocese has, or has
8 access to, millions of dollars of assets that it is not using to compensate Abuse Claimants.
9 Moreover, while the Bankruptcy Court determined that substantive consolidation is not a viable
10 cause of action in the Chapter 11 Case—a decision the Committee is appealing—in the context
11 of determining whether the Diocese Plan is fair and equitable, the fact that the Bishop has touted
12 his ability to control his non-Debtor affiliates when he needed money in the past should not be
13 ignored. In fact, it is highly relevant. When the Debtor needed funds to complete the construction
of its Cathedral, the Bishop informed his prospective creditors that he could take any number of
actions within his Diocese to raise funds to repay debt, including directing non-Debtors to pay
the debt. Now, the Bishop takes an about face, insisting he cannot and will not take any similar
action. Although, non-Debtor's Adventus and Furrer are both contributing assets to the Diocese
Plan with no cognizable benefit, reinforcing the Committee's position. For example:~~

- 14 ~~• Under the Diocese Plan, the Diocese ignores the Bishop's wide-ranging power to
15 control the operations and purse strings of the Non-Debtor Catholic Entities, and
16 fails to use those powers to contribute available assets to the Survivors' Trust for
the benefit of Abuse Claimants.~~
- 17 ~~• In Article IV.D of the Debtor's Third Amended Disclosure Statement, the Diocese
18 asserts that all funds raised through the Bishop's Ministries Appeal are "restricted
19 to fund the particular ministries and programs that the BMA was designed to
20 support and facilitate..." But when the Diocese was attempting to raise funds in
21 the bond market, the Bishop represented that all funds received from the "Bishop's
Appeal" were unrestricted and available to pay "the budgeted expenses of the
Diocese as well as any amounts payable on debt of the Diocese, including the
Bonds."~~

22 The Diocese Plan provides for RCWC to pay \$30 million to the Survivors' Trust
23 contingent on receiving the RCWC Releases. The Committee projects that there may be
24 approximately 120 Abuse Claims against RCWC, meaning it would be paying \$250,000 per
25 Abuse Claim. The Committee urges Abuse Claimants not to grant RCWC a release because its
26 proposed payment dramatically undervalues its liability. *First*, prior settlements of Abuse Claims
27 by the Diocese and RCWC averaged \$1.7 million per claim (adjusted for inflation). Even this per
claim amount does not reflect what an Abuse Claimant might receive if he or she were to litigate
their claim in California state court. *Second*, RCWC owns millions of dollars in assets, including
cash, investments, and unencumbered real estate. Thus, a contribution far greater than \$250,000
per Abuse Claimant is required before any Abuse Claimant grants RCWC a release.

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(ii) The Diocese Plan’s Treatment of Insurance Claims

The Diocese Plan allows Non-Settling Insurers to become Settling Insurers if they agree to make a cash contribution to the Survivors’ Trust. Settlement proceeds resulting therefrom would be used to further supplement recoveries to Trust Claims. To the extent no settlement with a particular Non-Settling Insurer is achieved, the Diocese Plan establishes a framework for post-confirmation litigation for Trust Claimants seeking recovery from Non-Settling Insurers through the Litigation Option.

C. The Diocese Plan’s Child Protection Protocols

While the Diocese Plan also provides for certain child protection protocols, the Debtor’s proposal to retain a Compliance Monitor for a limited five-year term fundamentally misunderstands the nature and scope of institutional reform. In addition, the Debtor’s proposal that investigatory authority revert to the Bishop once the Compliance Monitor’s term ends ignores the fundamental structural conflict of interest that necessitated independent oversight in the first instance.

ARTICLE VI

CONFIRMATION REQUIREMENTS AND RISK FACTORS OF THE COMMITTEE PLAN

A. General Confirmation Requirements

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

1 ~~The Bishop may also decide to execute on the actions contemplated in his May 8, 2023~~
2 ~~letter to parishioners and friends of the Diocese of Oakland in which he stated the Diocese would:~~

3 ~~• The Committee will establish at Plan confirmation that the Debtor has~~
4 ~~sufficient assets to timely make the payments under the Committee Plan if~~
5 ~~it chooses to do so. “re align our resources to meet the needs of our~~
6 ~~diocese, while addressing claims coming through the bankruptcy process.”~~

7 ~~• Address the “current reality in our diocese,” by “focus[ing] on our mission~~
8 ~~to serve people, not on maintenance of structures which no longer serve~~
9 ~~our mission.”~~

10 ~~• “right size our parishes to serve the faithful.” According to the Bishop,~~
11 ~~“[t]his effort will require us to close some of our worship sites and re-~~
12 ~~imagine how we use other locations.”~~

13 ~~In that same letter, Bishop Barber stated: “Though MAP did not anticipate this eventuality~~
14 ~~[the bankruptcy filing], the work done through MAP will be useful as the courts assess how the~~
15 ~~Diocese can restructure and constitute a source of funds for settlements of cases.”~~

16 ~~The Committee Plan also anticipates, **but is not reliant upon**, a Bankruptcy Court ruling~~
17 ~~that at least 90% of the assets the Debtor alleges are restricted are unrestricted in the adversary~~
18 ~~proceeding captioned *The Official Committee of Unsecured Creditors of the Roman Catholic*~~
19 ~~*Bishop of Oakland v. The Roman Catholic Bishop of Oakland and The Oakland Parochial Fund,*~~
20 ~~*Inc.* (Adv. Pro. 24-04051 WJL) (the “**Restricted Asset Litigation**”). Through the Restricted~~
21 ~~Asset Litigation, the Committee seeks a declaratory judgment that more than \$33.3 million held~~
22 ~~by the Debtor and its Churches are not held in trust and/or are donor restricted such that those~~
23 ~~funds can be used to satisfy creditor claims. **While the Committee is optimistic it will prevail in**~~
24 ~~**the Restricted Asset Litigation, litigation is inherently uncertain and thus the Bankruptcy Court**~~
25 ~~**may hold that some or all of the \$33.3 million in question is unavailable to pay creditor claims.**~~
26 ~~Even if that is the case, the Committee has concluded that the Debtor can timely make all of the~~
27 ~~payments under the Committee Plan.~~

28 **D. Certain Risk Factors**

 ALL HOLDERS OF IMPAIRED CLAIMS SHOULD READ AND CAREFULLY
CONSIDER THE RISK FACTORS SET FORTH BELOW AS WELL AS THE OTHER
INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND SCHEDULES
AND EXHIBITS) BEFORE DETERMINING WHETHER AND HOW TO VOTE ON THE
COMMITTEE PLAN. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCURS, THE
COMMITTEE PLAN MAY NOT BE CONFIRMED BY THE BANKRUPTCY COURT AND/
OR CREDITOR RECOVERIES COULD BE LOWER THAN OTHERWISE DESCRIBED
HEREIN. THE RISKS AND UNCERTAINTIES BELOW ARE NOT EXHAUSTIVE, BUT
REPRESENT THE RISKS THAT THE COMMITTEE BELIEVES ARE MATERIAL. THERE
MAY BE ADDITIONAL RISKS THAT THE COMMITTEE CURRENTLY CONSIDERS NOT
TO BE MATERIAL OR WHICH THE COMMITTEE IS CURRENTLY UNAWARE.

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1. Failure to Satisfy Vote Requirement

If the Committee obtains the requisite votes to accept the Committee Plan in accordance with the requirements of the Bankruptcy Code, the Committee intends, as promptly as practicable thereafter, to seek confirmation of the Committee Plan. In the event that sufficient votes are not received to confirm the Committee Plan, the Committee may be forced to pursue an alternative Committee Plan or the Committee may seek a dismissal of the case.

2. The Committee's Assumptions and Estimates May Prove Incorrect

The Committee has relied on many of the Debtor's assumptions on the aggregate number and amount of non-Abuse Claims in each Class, the projected expenses incurred to date or to be incurred in connection with the confirmation of the Diocese Plan and Committee Plan and the Debtor's representations that it will procure a post-petition loan to finance the payment of its administrative expenses. There can be no guarantee, however, that the Committee's assumptions and estimates regarding these amounts will prove to be accurate. In addition, the Committee has not yet commenced discovery in connection with the Diocese Plan. The information the Committee learns through discovery may impact the Committee's projections and certain other assumptions made herein.

The Committee believes that the Debtor has more than sufficient assets at its disposal to timely and fully make the Debtor Contribution. There can be no guarantee, however, that the Committee's assumptions and estimates regarding the Debtor's ability to timely pay the Debtor Contribution will prove to be accurate.

3. Risk of Non-Confirmation

Even if all impaired classes accept or could be deemed to have accepted the Committee Plan, the Committee Plan might not be confirmed by the Bankruptcy Court. Section 1129 of the Bankruptcy Code lists requirements for confirmation, including (a) that the confirmation of the Committee Plan not be followed by the need for a further liquidation or reorganization; (b) that the value of distributions to dissenting holders not be less than the value of distributions to such holders if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code and (c) that the Committee Plan and the Committee otherwise comply with applicable provisions of the Bankruptcy Code. Although the Committee believes the Committee Plan will meet all applicable tests, there is no assurance that the Bankruptcy Court will reach the same conclusion.

4. The Diocese Plan May be Confirmed and the Committee Plan May Not be Confirmed

While the Committee believes the Diocese Plan may not be confirmed as a matter of law and fact, the Diocese disagrees and will attempt to have the Diocese Plan confirmed. It is possible that the Bankruptcy Court will approve the Diocese Plan and deny confirmation of the Committee Plan. If that were to occur, the Committee and/or Non-Settling Insurers would likely appeal such decision. But, ultimately, if the Bankruptcy Court's decision is affirmed, creditors will be bound by the Diocese Plan.

1 **5. *The Diocese May Seek to Dismiss the Chapter 11 Case if the Committee***
2 ***Plan is Confirmed and the Diocese Plan is Not Confirmed***

3 Under the Committee Plan, the Committee has the right to waive certain conditions which
4 must occur before the Committee Plan becomes effective. If the Committee chooses to waive the
5 condition that the Committee Plan be confirmed by a Final Order, the Debtor has indicated that it
6 would move to dismiss the Bankruptcy Case. If the Diocese Plan is not confirmed, the Diocese
7 may also seek to dismiss the Chapter 11 Case. But, before the Chapter 11 Case may be dismissed
8 in either circumstance, the Bankruptcy Court ~~would need to~~ must find that dismissal is in the best
9 interests of creditors.

10 **6. *Post Confirmation Litigation Against the Diocese***

11 If the Bankruptcy Court confirms the Committee Plan, the Debtor has indicated that it will
12 likely appeal entry of the Confirmation Order. Even if the Bankruptcy Court's Confirmation
13 Order is affirmed on a final basis, the Debtor may choose not to timely make the Initial Debtor
14 Contribution, any of the Additional Debtor Contributions or otherwise comply with its obligations
15 under the Committee Plan. Under the Committee Plan, the failure of the Debtor or Reorganized
16 Debtor to timely pay the Initial Debtor Contribution or any of the Additional Debtor Contributions
17 to the Survivors' Trust or otherwise comply with its obligations under the Committee Plan
18 constitutes an event of default.

19 Upon an event of default, (i) the Initial Debtor Contribution and all Additional Debtor
20 Contributions will become immediately due and payable and (ii) the Survivors' Trust may,
21 without notice to the Debtor or Reorganized Debtor, (a) foreclose on the Debtor Contribution
22 Deeds of Trust, (b) commence suit in a court of competent jurisdiction for entry of a judgment
23 against the Debtor and/or the Reorganized Debtor for all outstanding obligations due from the
24 Debtor and/or the Reorganized Debtor to the Survivors' Trust under the Committee Plan, (c) file
25 the Case Dismissal Notice, or (d) may, with the consent of the Survivors' Trust Advisory
26 Committee, restructure the timing and terms of payment of the Initial Debtor Contribution and
27 any or all of the Additional Debtor Contributions.

28 If the Survivors' Trustee elects to file the Case Dismissal Notice, creditors and parties in
29 interest will be notified that the Debtor and/ or the Reorganized Debtor has failed to comply with
30 its obligations under the Committee Plan and the Survivors' Trustee has determined, in
31 consultation with the Survivors' Trust Advisory Committee, not to seek to enforce its rights,
32 claims and Causes of Action against the Debtor and/or Reorganized Debtor, and that dismissal of
33 the Chapter 11 Case is in the best interests of creditors.

34 If the Survivors' Trustee elects to foreclose on the Debtor Contribution Deeds of Trust
35 and/ or commence suit in a court of competent jurisdiction for entry of a judgment against the
36 Debtor and/or the Reorganized Debtor for all outstanding obligations due from the Debtor and/or
37 the Reorganized Debtor to the Survivors' Trust under the Committee Plan, the Debtor will likely
38 oppose any such actions. If the Debtor does so, distributions to Survivors will be delayed and
39 remain uncertain.

40 ***In light of the foregoing, the Bankruptcy Court has observed that the Committee Plan***
41 ***may be more challenging to consummate than the Diocese Plan, assuming both plans were***

1 approved by a Final Order. Abuse Claimants should consider this risk when casting a ballot
2 on the Committee Plan and the Diocese Plan.

3 In addition, the timing of the payments due from the Debtor to the Survivors' Trust may
4 be impacted by if, and/ or when, the Committee prevails in the Restricted Asset Litigation.
5 Litigation is inherently uncertain and thus the Bankruptcy Court may hold that some or all of the
6 \$33.3 million in question is unavailable to pay creditor claims. Even if that is the case, the
7 Committee has concluded that the Debtor can timely make all of the payments under the
8 Committee Plan.

9 **6.7. *The Debtor and Certain Non-Debtor Catholic Entities Will Raise***
10 ***Objections to Confirmation***

11 The Debtor and certain Non-Debtor Catholic Entities will object to confirmation of the
12 Committee Plan. The Debtor and certain Non-Debtor Catholic Entities do not support the
13 Committee Plan and contest many of the legal positions taken by the Committee and/or factual
14 statements made herein. Although the Committee does not believe there will be any merit to such
15 objections or assertions, if any, because the Committee Plan complies with federal and state law,
16 ultimately, the Bankruptcy Court will decide any contested legal or factual issues, and there is no
17 guarantee that those issues will be decided in the Committee's favor. Confirmation is not assured
18 in light of the Debtor's and certain Non-Debtor Catholic Entities' opposition, however strongly
19 the Committee believes the Committee Plan can and should be confirmed.

20 **7.8. *Non-Settling Insurers Will Raise Objections to Confirmation***

21 Non-Settling Insurers will likely object to confirmation of the Committee Plan by
22 asserting that the Committee Plan impermissibly alters their contractual rights, duties and
23 obligations under their Insurance Policies. Although the Committee does not believe there is any
24 merit to such objections or assertions—because the Committee Plan does not alter the rights,
25 claims and defenses of the Non-Settling Insurers and otherwise complies with federal and state
26 law—if the Non-Settling Insurers prevail on such contentions, the Bankruptcy Court might find
27 that the Committee Plan is not proposed in good faith, is not feasible or otherwise not confirmable.
28 Non-Settling Insurers will also oppose the Insurance Assignment.

The Insurance Assignment effected by the Committee Plan provides ~~Trust Claimants who~~
~~choose the certain~~ Litigation ~~Option (“Litigation Claimants”)~~ with the opportunity to liquidate
their claims against the Debtor (as a nominal party) by way of a judgment in the tort system and
then seek to recover the amount of their judgment under any applicable insurance policies of the
Debtor. The ability of Litigation Claimants to monetize their judgment through recovery from
Non-Settling Insurers on account of the Assigned Insurance Interests is a fundamental aspect of
the Committee Plan that the Committee believes has value for such Claimants in the form of
contractual rights (i.e., the potential insurance coverage for the judgement under the insurance
policies) and potential extracontractual rights (i.e., through existing and potential future causes of
action for bad faith against the Non-Settling Insurers).

The Debtor recently amended its complaint in the insurance declaratory judgment action
captioned *In re: The Roman Catholic Bishop of Oakland Insurance Adversary Proceeding*
Litigation, Case Nos. 3:24-cv 00709-JSC, 3:24-cv-00711-JSC (N.D. Cal.) (the “**Coverage**”

1 **Action**”) to add bad faith claims against certain Insurers for, among other conduct, failing to
2 accept reasonable settlement offers within those Insurers’ policy limits. The bad faith claims
3 asserted by the Debtor in the Coverage Action will be assigned to the Survivors’ Trust under the
4 Committee Plan. The Non-Settling Insurers, ~~the Committee assumes~~, will contest the viability of
5 those bad faith claims- and have moved to strike the recently amended complaint.

6 The Committee also contends that Litigation Claimants may be able to assert potential
7 direct bad faith claims against any of the Debtor’s insurers should an insurer fail in good faith to
8 pay a covered judgment after the Effective Date based on the decision in *Hand v. Farmers Ins.*
9 *Exch.*, 23 Cal. App. 4th 1847 (1994) (“*Hand*”). Section 5.14 of the Committee Plan reserves the
10 rights of Litigation Claimants to assert such bad faith claims directly based on potential future
11 actions by the Insurers after the Effective Date based on the *Hand* decision.

12 The Insurers contest whether any bad faith claims could be successfully asserted by
13 Litigation Claimants, whether directly or through assignment from the Debtor. The Insurers
14 assert, *inter alia*, that the Debtor will not be negatively affected by any post Effective Date future
15 Insurer actions and therefore will not have a bad faith cause of action against the Insurers capable
16 of assignment post Effective Date. The Insurers further contest whether *Hand* is a correct
17 statement of California law such that Litigation Claimants may hold a direct bad faith cause of
18 action against any Insurers. They also assert that supposed future bad faith claims based on things
19 that have not yet happened are speculative. If the Insurers’ contentions in this regard are upheld
20 by a court in future litigation, Litigation Claimants that obtain a covered judgment against the
21 Debtor in name only could recover money from the Non-Settling Insurers under any applicable
22 insurance policy up to the limits of those policies, but would be unable to recover any
23 extracontractual damages (i.e., damages in addition to the insurance coverage provided under the
24 insurance policies) based on any future acts or omissions by the Non-Settling Insurers. The
25 Committee believes the Insurers’ position is not an accurate statement of the law, and certain
26 conduct by Insurers that allegedly violate obligations to act in good faith would survive
27 confirmation of the Committee Plan, such as the obligation to pay a covered judgment, and that
28 an Insurer’s violation of that obligation could give rise to a direct bad faith cause of action on the
part of Litigation Claimants.

As recognized by the Bankruptcy Court in its *Memorandum Concerning Certain Issues
Raise During January 21, 2025 Hearing on Approval of Disclosure Statement* [Dkt No. 1673],
the outcome of the dispute related to potential, future bad faith claims is not merely uncertain, it
is unlikely to be determinable at confirmation, and likely cannot be determined until such time (if
ever) that an Insurer is alleged to have acted in bad faith, which may occur, if at all, years after
the occurrence of the Effective Date in this case. Similarly, the viability of the bad faith claims
asserted by the Debtor in the Coverage Action will be decided by the District Court, not the
Bankruptcy Court, and will likely not be decided until after the Effective Date.

8.9. Post-Confirmation Litigation with Non-Settling Insurers May Not Result in Additional Recovery

The Committee Plan provides for the assignment to the Survivors’ Trust of Assigned
Insurance Interests against Non-Settling Insurers. The Non-Settling Insurers are likely to assert
factual and legal defenses to both their coverage obligations and to the underlying liability of the

1 Debtor and/ or RCWC. Litigation of such issues against Non-Settling Insurers through the
2 Litigation Option could be protracted and expensive, with certain fees and expenses being paid
3 out of the funds contributed by the Debtor to the Survivors' Trust. In addition, there is no
4 guarantee that the Survivors' Trust will prevail in enforcing any of the Assigned Insurance
5 Interests it receives under the Committee Plan against Non-Settling Insurers. In the event the
6 Non-Settling Insurers successfully defend against their coverage obligations and/or to the
underlying liability of the Debtor and/ or RCWC, if any, the Debtor Contribution, the RCWC
Contribution, if it elects to make such contribution, and any settlement payments from Settling
Insurers would be the sole source of recovery for Abuse Claims and those contributions would be
reduced by the fees and expenses of litigation with the Non-Settling Insurers.

7 **9.10. Risk of Delay or Non-Occurrence of the Effective Date**

8 If the Committee Plan is approved by the Bankruptcy Court, the Committee expects the
9 Debtor and/or the Non-Settling Insurers to appeal the Confirmation Order. In such case, the
Effective Date of the Committee Plan will be delayed and if the Debtor and/ or the Non-Settling
10 Insurers prevail on their appeal, the Effective Date will not occur.¹⁸

11 **10.11. Uncertainty of Value**

12 The value of Abuse Claimants' distributions from the Survivors' Trust will depend, in
13 part, on the risks outlined above and to the extent those risks materialize. In addition, the
14 resolution of appeals, causes of action held by the Survivors' Trust and the reconciliation,
15 liquidation and allowance of Abuse Claims may require considerable time, during which time
16 interest will not accrue on allowed claims in the subject classes. These delays could affect or
reduce the ultimate value of any recovery. The ultimate realized value of insurance assets may
be different than the values assigned to such policies.

17 **11.12. Certain Federal Income Tax Considerations**

18 THE INCOME TAX LAWS APPLICABLE TO RECEIVING A DISTRIBUTION OR
19 DEDUCTING A LOSS FROM A BANKRUPT ESTATE ARE COMPLEX. THE SUMMARY
20 DESCRIPTION OF TAX CONSEQUENCES BELOW IS FOR GENERAL INFORMATIONAL
21 PURPOSES ONLY AND IS SUBJECT TO SIGNIFICANT UNCERTAINTIES.

22 THE COMMITTEE HAS NOT REQUESTED A RULING FROM THE INTERNAL
23 REVENUE SERVICE NOR HAS THE COMMITTEE OBTAINED AN OPINION OF
24 COUNSEL WITH RESPECT TO THESE MATTERS. THUS, NO ASSURANCE CAN BE
25 GIVEN AS TO THE TAX CONSEQUENCES OF THE COMMITTEE PLAN.

26 THE DISCUSSION CONTAINED IN THIS DISCLOSURE STATEMENT AS TO
27 FEDERAL TAX CONSIDERATIONS IS NOT INTENDED OR WRITTEN TO BE USED,
28 AND CANNOT BE USED, FOR AVOIDING PENALTIES.

¹⁸ LMI contend that the Committee Plan cannot be confirmed. LMI contend that if the Bankruptcy Court confirms (i.e., approves) the Committee Plan, the Committee Plan will be reversed on appeal. The Committee disputes these contentions by LMI.

1 NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX
2 CONSEQUENCES OF THE COMMITTEE PLAN TO ANY HOLDER OF A CLAIM OR ANY
3 OTHER ENTITY OR PERSON. EACH HOLDER OF A CLAIM SHOULD CONSULT ITS
4 TAX PROFESSIONAL TO UNDERSTAND FULLY THE FEDERAL, STATE AND LOCAL
5 AND FOREIGN TAX CONSEQUENCES OF THE COMMITTEE PLAN.

6 The following summary is a general discussion of certain of the potential Federal income
7 tax consequences of the Committee Plan. The summary is based on relevant provisions of the
8 Internal Revenue Code of 1986, as amended (the "Tax Code"), the applicable Treasury
9 Regulations promulgated thereunder (the "Treasury Regulations"), judicial authority, published
10 rulings, and such other authorities considered relevant now in effect, all of which are subject to
11 change.

12 The Federal income tax consequences to any creditor may be affected by matters not
13 discussed below. Nor does the summary address all categories of creditors, some of which may
14 be subject to special rules not addressed herein. There also may be state, local, or foreign tax
15 considerations applicable to each creditor or the Debtor.

16 **(i) Tax Consequences to Creditors**

17 A creditor that receives cash in satisfaction of its claim will generally recognize a gain or
18 loss in an amount equal to the difference between (i) the amount of cash received by such creditor
19 in respect of its claim (excluding any cash received in respect of a claim for accrued interest) and
20 (ii) the creditor's tax basis in its claim.

21 The character of any gain or loss recognized as long-term or short-term capital gain or
22 loss or as ordinary income or loss will be determined by a number of factors, including, among
23 other things, the tax status of the creditor, whether the claim constitutes a capital asset in the hands
24 of the creditor, whether the claim has been held for more than one year, and whether and to what
25 extent the creditor has claimed a bad debt deduction (or charged a reserve for bad debts) with
26 respect to the claim.

27 The Committee anticipates that distributions to Class 4 and 5 Claimants will, in all
28 instances, constitute payment for damages on account of personal physical injuries or sickness
arising from an occurrence, within the meaning of Section 104(a)(2) of the Tax Code. The
Committee has not, however, fully analyzed such tax issues and cannot (and does not hereby)
make any assurances or representations regarding the anticipated tax treatment of Class 4 and 5
Claims.

MANY FACTORS WILL DETERMINE THE TAX CONSEQUENCE TO EACH
HOLDER OF AN UNSECURED CLAIM. FURTHERMORE, THE TAX CONSEQUENCES
OF THE COMMITTEE PLAN ARE COMPLEX, AND IN SOME CASES, UNCERTAIN. IT
IS THUS IMPORTANT THAT EACH HOLDER OF AN UNSECURED CLAIM OBTAIN HIS,
HER, OR ITS OWN PROFESSIONAL TAX ADVICE REGARDING THE TAX
CONSEQUENCES TO SUCH HOLDER OF AN UNSECURED CLAIM AS A RESULT OF
THE COMMITTEE PLAN.

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(ii) **Tax Consequences to the Debtor**

The Debtor is a non-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. § 501(c)(3). Due to the Debtor’s status as a non-profit corporation, the Committee does not expect that the Committee Plan will result in any significant federal income tax consequences to the Debtor.

(iii) **Tax Consequences to the Survivors’ Trust**

The Survivors’ Trust may satisfy the requirements of a designated settlement fund under § 468B of the Tax Code or a qualified settlement fund under Regulation 1.468B-1 of the Treasury Regulations. There are certain tax consequences associated with the characterization of the Survivors’ Trust as a designated settlement fund or a qualified settlement fund.

The Committee expresses no opinion on whether the Survivors’ Trust is a designated settlement fund or a qualified settlement fund. The Committee has not requested a ruling from the Internal Revenue Service or an opinion of counsel regarding whether the Survivors’ Trust is a designated settlement fund or a qualified settlement fund. Accordingly, each creditor is urged to consult its own tax advisor regarding the characterization of the Survivors’ Trust and the tax consequences of such characterization.

~~12.13.~~ **Appeal Risk**

If the Committee Plan is confirmed, it is possible, **and, in fact, likely**, that one or more parties, including the Debtor and ~~its insurers/~~ **or Non-Settling Insurers**, may appeal the order confirming the Committee Plan.

E. Alternatives to the Committee Plan

The Committee believes the Committee Plan is in the best interests of the Creditors and should thus be accepted and ~~thereafter~~ confirmed. If the Committee Plan as proposed, however, is not confirmed, the following alternatives may be available: (a) the Diocese Plan may be confirmed or (b) the Chapter 11 Case may be dismissed. As discussed below, one other option, liquidation under Chapter 7, is not a viable alternative in the Chapter 11 Case.

1. Alternative Plan under Chapter 11 of the Bankruptcy Code

If the Committee Plan is not confirmed, the Bankruptcy Court may confirm the Diocese Plan. For the reasons set forth herein, the Committee believes that the terms of the Committee Plan provide for far superior treatment of Creditors than under the Diocese Plan.

2. Dismissal of the Chapter 11 Case

If the Committee Plan is not confirmed, the Diocese or another party in interest may seek to dismiss the Chapter 11 Case. After appropriate notice and a hearing, the Bankruptcy Court may grant the request and dismiss the Chapter 11 Case. Dismissal of the Chapter 11 Case would restore, or attempt to restore, all parties to the position they were in just before the Petition Date.

1 Upon dismissal of the Chapter 11 Case, the protection of the Bankruptcy Code would be
2 lost, potentially resulting in an expensive and time-consuming process of negotiation and
3 protracted litigation between the Diocese and individual Abuse Claimants and between the
4 Diocese and its Insurers. Therefore, the Committee believes that dismissal of the Chapter 11 Case
5 is not a preferable alternative to confirming the Committee Plan. However, the Committee
6 believes that dismissal is a preferable alternative to confirmation of the Diocese Plan. The
7 treatment afforded Abuse Claims thereunder make dismissal, even with its attendant cost and
8 delay, a more fair and equitable option than cram down as Survivors would be able to pursue their
9 claims against the Debtor and RCWC in state court and could satisfy those claims from the assets
10 of the Debtor and RCWC, including their substantial insurance assets. The Diocese disagrees
11 with the Committee's conclusion because, among other reasons, it believes there will be a race to
12 the courthouse where those Survivors who are first to try their case will be treated better than
13 those who do not promptly try their case. At present, 6 trials are scheduled to begin through 2027
14 and over 300 state law actions commenced against the Diocese.

15 **3. Chapter 7 Liquidation is Not a Viable Alternative**

16 Pursuant to 11 U.S.C. § 1112(c), if a debtor is “not a moneyed corporation,” a debtor’s
17 Chapter 11 case cannot be converted to a Chapter 7 case without the debtor’s consent. The
18 Diocese, as a non-for-profit entity, is not a moneyed corporation, and may not be forced to convert
19 its Chapter 11 Case to a Chapter 7 case. Thus, conversion to Chapter 7 is not a viable alternative
20 to the Committee Plan.

21 Dated: April 9¹⁵, 2026

22 **LOWENSTEIN SANDLER LLP**
23 **BURNS BAIR LLP**
24 **KELLER BENVENUTTI KIM LLP**

25 By: /s/ Gabrielle L. Albert
26 Tobias S. Keller
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